

AUCTION SALE & PURCHASE AGREEMENT
THIS IS A LEGALLY BINDING CONTRACT

Received from _____ (Purchaser's Full Name) of
(Address) _____,
SS# _____, and _____ (Purchaser's
Full Name) of (Address) _____,
SS# _____ ("Purchaser") the sum of Ten Thousand Dollars (\$10,000.00) (the
"Deposit") and other good and valuable consideration, for purchase of property foreclosed upon
by Bank of Bennington ("Transferor"), known as the former Raymond F. Waters property (Allen
D. Harbatuk, Administrator of the Estate of Raymond F. Waters), located at 209 Kelly Hill Road in
the Town of Danby, County of Rutland, and State of Vermont, as further described on Schedule
A attached hereto (the "Property").

It is hereby agreed that Purchaser shall purchase and Transferor shall transfer the Property in
accordance with 12 VSA Section 4954 and the following terms and conditions:

1. Total Purchase Price is:
_____ (\$ _____) U.S. Funds,
with the balance after crediting the Deposit referenced above to be paid in immediately available
funds (cash, wire transfer, local bank cashier's check or other certified funds) to Transferor at the
closing.
2. The Deposit will be held by the Thomas Hirschak Company. The Deposit will be held by
the Thomas Hirschak Company in its auction account, which is interest-bearing. Purchaser
acknowledges and agrees that the interest which will be earned on the deposit is de minimis, and
that said interest shall be deemed and considered as earned by and due to the Thomas Hirschak
Company solely for undertaking the fiduciary obligations associated with holding the deposit. The
Deposit is non-refundable, except as specifically provided herein.
3. Transfer of title to the Property shall be in accordance with the procedure set forth in 12
VSA Section 4954 and by Confirmation Order issued by the Vermont Superior Court, Rutland Civil
Division. The Property is to be conveyed in "AS IS" condition "WITH ALL FAULTS," known and
unknown, and subject to all title defects and encumbrances of record; all federal, state, and local
laws, including but not limited to environmental, health, safety, zoning, and building laws,
ordinances, and all governmental regulations; all existing building lines (if established); all rights,
easements, covenants, conditions, reservations, agreements, privileges, obligations, duties, and
restrictions of record, insofar as such are now in force and applicable.

4. Transferor's obligation to transfer the Property is contingent upon Transferor's receipt of a Confirmation Order from the Vermont Superior Court, Rutland Civil Division in the matter of Bank of Bennington v. Allen D. Harbatuk, Administrator of the Estate of Raymond F. Waters, et al., Docket # 24-CV-03966, in a time, manner, and form acceptable to Transferor. If Transferor is unable to obtain a Confirmation Order in a time, manner, or form acceptable to Transferor, then Transferor, at its election, may void this agreement and the Deposit shall be returned to Purchaser, with no other costs or remedies available to Purchaser.

5. This agreement is not subject to any financing, inspection or any other contingencies. Transferor shall not be obligated to provide financing of any kind to Purchaser.

6. The closing shall be conducted ten (10) days after issuance of the Court's Confirmation Order or forty-five (45) days from date of auction (the "Closing Date"), whichever is later, at a time and place mutually agreed upon by the parties. Neither party shall be obliged to extend the Closing Date (time being of the essence under this agreement); however, the parties may agree in writing to extend the Closing Date.

7. In the event the Purchaser shall fail to pay the balance of the Purchase Price on the Closing Date, Transferor may either retain all of the Deposit, as agreed-upon liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law. Because of the nature and subject matter of this agreement, damages arising from Purchaser's default may be difficult to calculate with precision and the amount of the Deposit reflects a reasonable estimate of Transferor's damages for Purchaser's default.

8. Purchaser shall pay any costs incident to searching the title to the Property, to the extent Purchaser desires to search the title. Transferor shall not be responsible for remedying any defects in title and Purchaser waives all rights under 27 VSA Section 612. Purchaser shall be responsible for paying the property transfer tax due.

9. The sale is subject to any monies due to the Town of Danby for real estate taxes and other assessments, if any (delinquent and current). All municipal taxes and assessments shall be paid by Purchaser over and above the Purchase Price.

10. Purchaser agrees that, in entering into this agreement, Purchaser is not relying on any representations made by Transferor or Transferor's agent(s) or representative(s), but, rather, is relying solely on Purchaser's own judgment, reached after an investigation made by Purchaser into the condition of the Property, and Purchaser's own personal inspection thereof. Purchaser acknowledges that any and all information of any type that Purchaser has received or may receive from Transferor or Transferor's agent(s) or representative(s) was furnished on the express condition that Purchaser would make, and Purchaser acknowledges that Purchaser has made, an

independent verification of the accuracy of any and all such information, all such information being furnished without any representation or warranty as to the accuracy or completeness whatsoever. Purchaser has performed such due diligence as Purchaser deems sufficient and enters into this agreement with the understanding that the purchase is not subject to any further due diligence review. Purchaser agrees to accept the Property in its present condition, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from inspection, and Purchaser expressly assumes the risk of any and all defects in the Property. Purchaser agrees to accept the Property "AS IS," "WITH ALL FAULTS," without warranty, expressed or implied. It being fully understood that TRANSFEROR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS CONCERNING THE PROPERTY, THE CONDITION THEREOF, OR ANY OTHER MATTER PERTAINING THERETO, including but not limited to matters relating to boundaries, acreage, water source/supply, wastewater, or compliance with Vermont zoning, subdivision and any state and federal environmental laws, and any environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the use of the Property. Transferor makes no warranties as to permits or permitted use of this Property. EXPRESSLY EXCLUDED FROM APPLICATION ARE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, **WARRANTY OF HABITABILITY**, OR ANY OTHER WARRANTIES EXPRESS OR IMPLIED AT LAW. Purchaser agrees that no warranty has arisen through trade, custom, or course of dealing with Transferor, and agrees that all disclaimers of warranties shall be construed liberally in favor of Transferor. Purchaser acknowledges that in no event is Transferor responsible for obtaining any permits to comply with state, federal or municipal laws, or for making any repairs, upgrades, improvements and/or treatments to the Property or for altering in any way the condition of the Property. This provision shall survive the closing.

11. During the period between the date of this contract and transfer of title, risk of loss shall be on Purchaser. Transferor shall not bear the risk of loss or damage to the Property by fire or other insured casualty for the benefit of the Purchaser. If the Purchaser wishes to have the Property insured for Purchaser's benefit, Purchaser must take the necessary actions at Purchaser's own expense. Purchaser assumes all risk of loss or liability between the dates of the auction to the Closing Date and recorded of the Confirmation Order in the Town of St. Albans Land Records.

12. By execution of this agreement, Purchaser represents that it has performed such due diligence that the Purchaser deems sufficient and as a result of such due diligence, Purchaser desires to enter into this agreement to purchase the Property. Purchaser is not entering into this agreement as a result of any advertisement or announcement or representations made by the Transferor and/or its agent(s) or representative(s) and understands that the purchase is NOT subject to any further due diligence review.

13. This agreement and any subsequent conveyance are subject to the disclaimers in this agreement. Transferor and Purchaser agree that Thomas Hirschak Company, retained as Auctioneers by Transferor, brought about this sale, and that Thomas Hirschak Company acted solely as agents of the Court in this transaction.

14. Possession of the Property, together with any key(s) to the Property, shall be given to the Purchaser at the time of closing, subject to any rights of tenant(s) in possession.

15. This agreement contains the entire agreement of the parties, and it may not be amended subsequent to the execution hereof except by a writing executed by each of the parties to this agreement. Each party warrants and represents that it has the capacity, authority and ability to legally consummate the transaction set forth herein.

16. This agreement shall benefit and bind both the Transferor and Purchaser and their respective heirs, executors, administrators, successors and assigns, and shall be governed by Vermont law. Purchaser may not assign this agreement without the written consent of Transferor and the approval of the Vermont Superior Court, Rutland Civil Division. Any such approval shall be obtained by Purchaser at its sole cost and expense and shall not be cause to the delay the Closing Date.

17. Purchaser acknowledges that Purchaser has not relied upon any oral or written representations of any employee, agent, representative, or attorney for Transferor not expressly set forth in this agreement as a basis for Purchaser's decision to execute this agreement. In express recognition thereof, Purchaser agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein or in any Addendum or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

18. The parties agree that, with respect to the performance of their respective obligations hereunder, time is of the essence. Should Purchaser default in any obligation under this agreement or fail to close within the time herein described, Purchaser agrees to indemnify and hold Transferor harmless from any resulting or consequential loss, claim or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by Transferor.

Purchaser has read this agreement and understands the terms and is bound by its contents. THIS IS A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, the Purchaser(s) has executed this agreement at Danby, Vermont, this 23rd day of September, 2025.

IN THE PRESENCE OF:

Witness

Purchaser

Purchaser

IN WITNESS WHEREOF, the Transferor has executed this agreement at Danby, Vermont, this 23rd day of September, 2025.

IN THE PRESENCE OF:

Witness

Bank of Bennington
(Transferor)

ADDENDUM TO AUCTION SALE & PURCHASE AGREEMENT

DISCLAIMER AS TO CONDITION OF PROPERTY:

Purchaser agrees to accept the Property in its present condition, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from any inspections, and Purchaser hereby expressly assumes the risk of any and all defects in the Property. Purchaser acknowledges that Transferor has made NO WARRANTIES OR REPRESENTATIONS concerning the condition of the Property; Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, **INCLUDING ANY WARRANTY OF HABITABILITY**; and Purchaser represents to Transferor as a material inducement to this contract, that Purchaser is relying solely on such inspections and examination, if any, that Purchaser has conducted prior to the expiration.

DISCLAIMER AS TO LAND USE REGULATIONS AND PERMITS:

Purchaser acknowledges and represents that Transferor has made no representations in respect of, that Purchaser has conducted such investigations as Purchaser deems appropriate relating to, and that Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES pertaining to and concerning all of the following:

1. The applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, onsite sewage disposal, and the compliance of the Property with the same.
2. Purchaser acknowledges that the Transferor has no responsibility to Purchaser for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and other liability causing substances on, under or emitting from the premises.
3. The existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same.

Notwithstanding any other term or condition of this contract, any defect in the status of permits, licenses, approval or certificates of occupancy or non-compliance with any such laws, rules or regulations shall not be deemed a defect in marketability of title.

SURVIVAL OF TERMS:

Transferor's disclaimers and Purchaser's representations and acknowledgements contained in this Addendum shall not become merged in, but shall survive the closing of the conveyance of title to Purchaser. At Transferor's election, the form and substance of the foregoing DISCLAIMERS *may* be set forth in the Confirmation Order as further evidence of Purchaser's acceptance of the foregoing terms and conditions in the conveyance of the Property, but the Disclaimers shall survive regardless of whether they are included in the Confirmation Order.

TRANSFEROR: _____

DATE: _____

PURCHASER: _____

DATE: _____

Schedule A

Being all and the same lands and premises decreed to Raymond F. Waters (now deceased) by Final Decree of Distribution in the Estate of Fred L. Israel dated June 20, 2022, and recorded on July 18, 2022, in Book 112, Page 52 of the Town of Danby Land Records.

Being all and the same lands and premises conveyed to Fred L. Israel by Warranty Deed of Fredric D. Chernin and Ellen Browne dated July 7, 2017 and recorded on July 7, 2017 in Book 102, Page 373 of the Town of Danby Land Records.

Being all the same lands and premises conveyed to Fredric D. Chernin by Warranty Deed of Wendy L. Leffel and James C. Montoro dated September 29, 2000 and recorded in Book 60 at Page 149 of the Danby Land Records and more particularly described therein as follows:
Being all the same lands and premises conveyed to Wendy L. Leffel and James C. Montoro by Warranty Deed of Martin Butler and Jill Roland Butler dated July 14, 1997 and recorded July 14, 1997 in Book 54 at Page 66 of the Town of Danby Land Records. Said lands and premises were more particularly described therein as follows:

Being all the same lands and premises conveyed to Martin Butler and Jill Roland Butler by Warranty Deed of Frances T. Hawkey dated March 16, 1990 and recorded March 21, 1990 in Book 43 at Page 477 of the Town of Danby Land Records.

Being all the same lands and premises conveyed to Frances T. Hawkey by Warranty Deed of G. Michael Hawkey dated December 29, 1989 and recorded in the Land Records of the Town of Danby in Book 43 at Pages 360/2 and more particularly described therein as follows:

Being a portion of the lands and premises conveyed to Grantor by deed of Edgar H. Cleveland and Sally J. Cleveland dated December 6, 1988 and recorded in Book 43 at Pages 192-194 of the Danby Land Records, and this date bounded and described as follows:

PARCEL B: Beginning at an iron pipe recovered set in the southerly line of Town Road #8, said iron pipe is believed to mark the northeast corner of lands of Rose Harber, thence along the Rose Harber the following courses and distances:

S 06° 41' E 106.55 feet, more or less, to a point;
S 07° 10' W 155.65 feet, more or less, to an iron pipe set in a drainage ditch;
S 59° 21' 30" E along the remains of a fence 418.45 feet, more or less, to an iron pipe set; S 25° 08' 30" E 433.5 feet, more or less, to an iron pipe recovered;
S 52° 09' 30" E 30.0 feet to an iron pipe recovered;
S 80° 07' 30" E 22.7 feet, more or less, to an iron pipe recovered and set in the westerly line of Parcel A described in the above referenced deed of Edgar H. Cleveland and Sally J. Cleveland.

Thence along the westerly line of Parcel A N 19° 13' 45" E 790.33 feet, more or less, to an iron pipe set; thence northerly 25.0 feet to a point in the traveled portion of Town Road #8; thence in the traveled portion of Town Road #8 N 70° 19' W 600.2 feet, more or less, to a traverse point, thence N 89° 06' W 442.7 feet, more or less, to the point and place of beginning.

Containing 11.87 acres be the same more less.

As to that portion of the premises lying and being within the bounds of Town Road #8 this deed shall operate as a quitclaim deed only and conveys only all of the right, title and interest only of the grantor to the center line of the town road. Meaning to hereby convey by quitclaim all right, title and interest in and to the centerline of the highways.

Excepting and reserving from the operation of this conveyance the rights of the public and others to travel over and across those portions of Parcel B lying within the bounds of the town highway designated as Town Highway #8.

Further excepting and reserving pole line easements of record.

Reference is made to a survey dated October 17, 1988 entitled 'Portion of Cleveland Lands Parcel A and Parcel B, Town Highway #8 and Town Highway #5, Danby, Vermont - Donald S. Lewis registered surveyor dated February 1988 Scale 1" = 100" prepared by Donald S. Lewis and recorded simultaneously with the above-referenced deed.

Reference is also made to the following deeds: Helen L. Cleveland, widow, to Henry G. Smith dated June 26, 1972 and recorded in Book 31 at Page 201; Henry G. Smith to Helen L. Cleveland and Edgar H. Cleveland recorded in Book 31 at Page 199; Helen L. Cleveland to Edgar H. Cleveland dated June 26, 1972 and recorded in Book 31 at Page 200; Helen L. Cleveland to Edgar H. Cleveland dated June 26, 1972 and recorded in Book 31 at Page 202; and Helen L. Cleveland, widow to Henry G. Smith dated June 26, 1972 recorded in Book 31 at page 203; and Quitclaim Deed from Henry G. Smith to Helen L. Cleveland and Edgar H. Cleveland as joint tenants with the right of survivorship and not as tenants in common dated June 26, 1972 recorded in Book 31 at page 204 of the Danby Land Records.

Reference is hereby made to said deed and their records and to all prior deeds and their records for a further and more complete description of the lands and premises. ("Premises")