



VermontRealtors®



PURCHASE AND SALE CONTRACT

This is A Legally Binding Contract. If Not Understood, Legal, Tax Or Other Counsel Should Be Consulted Before Signing.

Purchaser's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Hirschfeld Vermont Revocable Trust	c/o Edward French, Stackpole & French 255 Maple St, Stowe, VT 05672	

Seller's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Wiesner LLC	c/o Marnus Michaels, Baker McKenzie Holheimstrasse 30, 8008 Zurich, Switzerland	

- Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between:
Wiesner LLC (Seller) and
Hirschfeld Vermont Revocable Trust (Purchaser).
Purchaser agrees to purchase and Seller agrees to sell the Property described herein at the price and on the terms and conditions stated in this Contract.
- Total Purchase Price:** forty million U.S. Dollars (\$40,000,000)
- Contract Deposit:** \$500,000 (within 7 days) (U.S. Dollars) as evidenced by ☐ Personal check, ☐ Bank check, ☐ Cash, ☒ Wire transfer.
Additional Contract Deposit of \$_____ (U.S. Dollars) is due within _____ calendar days after the Contract Date set forth in Section 30. Unless otherwise agreed in writing, the pendancy of any contingencies or special conditions in this Contract does not suspend or postpone Purchaser's obligation to make any required additional Contract Deposits. All Contract Deposits shall be held by:
Stackpole & French Real Estate Trust Account ("Escrow Agent"). If no Binding Contract is created by the Contract Date or if Purchaser withdraws any pending offer prior to Seller's acceptance of that offer and modification thereof, all Contract Deposits shall be promptly returned to Purchaser.
- Description of Real Property:** For purposes of this Contract, the Property is described as follows:
A. **Property Address:** 404 Edson Hill Road & 0 Bolzano Springs Rd Stowe Vermont
Street City/Town
B. **Seller's Deed recorded in Volume** 1028 at Page(s) 196, 201, 226, 234 of the Stowe Land Records, and/or
C. **Parcel ID Number:** 30019 and 30012, 010 and/or
D. **SPARS Number:** 621-175-121, 01 and 621-175-10670
E. **The Property is further described as:**
Two additional dwelling garages on 180 946 AC - 404 Edson Hill Road, 0 Coupe Club Road & 543 Maple Drive as well as a 4th additional 0 Parcel ID Number.
NOTES: Not every Property Description choice is required in order to form this Contract. The validity and enforceability of this Contract is not affected by the exclusion of one or more of the above choices, provided at least one choice is filled in. The deed delivered by Seller at Closing will govern the legal description of the real property to be conveyed under this Contract.
- Closing:** Closing and transfer of title shall occur on or at Seller's convenience no later than 8/30/2011 at a mutually agreed time and place. Closing may occur earlier if Seller and Purchaser agree in writing. Neither party shall be obligated to attend the closing for Closing.

Seller's Initials

Purchaser's Initials

Financing Contingency: Purchaser's obligation to close under this Contract ☐ is ☒ is not subject to a financing contingency, that Purchaser obtain mortgage financing in the amount of _____ % of the purchase price for a term of _____ years at an interest rate not higher than _____ % a fixed for the term of the loan or _____ % variable on the date of closing with not more than _____ points to be paid at closing. Purchaser agrees to act diligently to obtain such financing and shall, within _____ calendar days after this Contract is executed by Seller and Purchaser and notice thereof is provided to Purchaser in the manner required by Section 29, submit a complete and accurate application for first mortgage financing to at least one mortgage lender or mortgage broker currently providing or placing with loans requesting first mortgage financing in the amount and on the terms set forth above. If Purchaser fails to timely submit such an application, if financing contingency is waived by Purchaser, despite best efforts, Purchaser is denied financing by, or is unable to obtain financing approval from, the mortgage lender upon the terms set forth above, on or before _____, Purchaser (but not Seller) shall have the right to TERMINATE this Contract, provided Purchaser gives Seller written notification thereof, together with a copy of the lender's denial letter or letter from the lender explaining the reasons for Purchaser's inability to obtain such financing, within four (4) calendar days after the above date in the manner required by Section 29. If Purchaser fails to do so, Purchaser's right to terminate this Contract on account of the Financing Contingency is waived.

Purchaser understands that strict adherence to all timelines and other requirements of any lender, including Purchaser's "Notice of Intent to Proceed with Loan" is critical to satisfy this Financing Contingency. Any failure to do so may adversely affect Purchaser's rights and obligations under this Contract.

In the event Purchaser terminates this Contract in accordance with the provisions of this Section, all Contract Deposits shall be forthwith returned to Purchaser, the Contract shall be terminated and shall be of no further force and effect. In such case, Seller and Purchaser agree to execute and deliver to Bureau Agent an authorization for delivery of all Contract Deposits to Purchaser. If Purchaser's obligation to close IS subject to a financing contingency, Purchaser provides the following information:

- A. Purchaser ☐ has ☒ has not consulted with a mortgage lender or mortgage broker about their mortgage financing on or the date of Purchaser's offer.
 B. Purchaser has obtained a mortgage lender's pre-approval or pre-qualification letter. ☐ Yes ☒ No
 If Purchaser's obligation to close IS NOT subject to a financing contingency, Purchaser represents better that Purchaser has sufficient cash on hand to close on the purchase of the Property.

Lead-Based Paint: Based upon representations made by Seller and Purchaser's own investigation and information, it is agreed that the Property ☒ is ☐ is not pre-1978 residential real estate and therefore ☒ is ☐ is not subject to Federal (EPA, HUD), State and applicable, Municipal Lead-based Paint Regulations. If the Property is pre-1978 residential real estate, the parties must execute a Lead-Based Paint Addendum or addendum required by laws which shall become part of this Contract. Lead-Based Paint Addendum and Disclosures recommended. ☒ Yes ☐ No.

9. **Property Inspection Contingency:** Purchaser's obligation to close under this Contract ☐ is ☒ is not subject to a property inspection contingency. If this Contract is subject to a property inspection contingency, the parties must execute a Property Inspection Contingency Addendum which shall become part of this Contract.

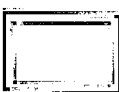
10. **Addendum/Supplemental Conditions to Contract:** Additional terms to Contract are set forth in the Addendum for Addendum or Supplemental Conditions signed by Seller and Purchaser. ☒ Yes ☐ No

10. Special Conditions:

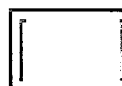
1. Purchaser acknowledges that the properties are being sold in "as-is" condition without warranty made by the Seller or liability for the Seller that survive the passing of title.
 2. All properties that are to be sold shall include all existing furnishings, inventory and equipment as found other than Seller's personal property communicated by Purchaser no later than fourteen (14) calendar days from the contract date and mutually agreed upon.

11. **Condominium Common Interest Ownership:** If the Property is a condominium unit, a part of a common interest community, planned community, plan of condominium and/or other property subject to the Uniform Common Interest Ownership Act, a Common Interest Ownership Addendum is required. Common Interest Ownership Addendum required. ☐ Yes ☒ No

Seller's Initials

Purchaser's Initials

Any notice required to be sent to Seller shall be effective if sent to:

- A real estate broker representing Seller (Seller's Agency/Agent) (identified in Section 31 of this Contract at the address set forth below), or
- A broker's agent acting as agent of Seller's Agent (Broker's Agency/Agent) (identified in Section 31 of this Contract at the address set forth below); or
- A Vermont attorney representing Seller in the transaction, or
- Seller at the address(es) set forth on Page 1 of this Contract

Any notice required to be sent to Purchaser shall be effective if sent to:

- A real estate broker representing Purchaser (Purchaser's Agency/Agent) (identified in Section 31 of this Contract at the address set forth below), or
- A Vermont attorney representing Purchaser in the transaction, or
- Purchaser at the address(es) set forth on Page 1 of this Contract

Broker representing Seller (Seller's Agency/Agent), if any:

Agency

Agent

Street Address P.O. Box

City/Town

State

Zip

Email

Fax No

☐ Broker's Agency/Agent, if any, or

☒ Buyer's Agency/Agent, if any (check one)

Pull Spers Company Realtors LLC

Pull Spers

Agency

Agent

101 East 5th, Stowe, VT 05672

Street Address P.O. Box

City/Town

State

Zip

pullspers@pullspers.com

Fax No

Email

20. **Contract Date** No binding contract shall be created or deemed to exist between Seller and Purchaser unless all terms and conditions of any offer(s) and/or counteroffer(s), including any addenda or supplemental conditions are agreed to in writing, signed (and any change initiated) by both Seller and Purchaser and notification thereof provided to the number provided by Section 29 not later than 05/23/2024 11:59 ☐ A.M. ☒ P.M. EST (EST) which shall constitute the

Contract Date regardless of the date(s) the Contract is signed by Seller and Purchaser. The Contract Date shall be the commencement date for computing any time periods in this Contract and any addenda or supplemental conditions to this Contract, which time periods shall be calculated as follows: the Contract Date shall not be deemed the first day after the Contract Date shall be the first day following Saturday, Sunday and legal holidays shall be counted, and the final day shall be counted. Either party has the right to reject any offer made by the other party pursuant to acceptance and notification thereof given by the other party in writing. In the event a binding contract is not made by the Contract Date, neither party shall have any obligations to the other party. Oral communication of any offer or oral notification of acceptance of any offer is not sufficient to create a legally binding contract. Any document or communication to be in writing shall be effective, if signed by actual or electronic signature or the equivalent with Federal and Vermont electronic signature laws. If a document or communication is required to be signed by a party or to be in writing, electronic communication that do not comply with such electronic signature laws are not effective.

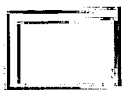
31. **Effect of Agency** Seller and Purchaser agree that the Agency/Agent(s) named in Section 29, act in their capacity as either, independent of the Contract.

32. **Calendar Days/Counterparts** Whenever this Contract or an addendum or amendment thereto refers to a day or days, it shall be deemed to be calendar days. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall read the same Contract.

Seller's initials

Purchaser's initials

33. **Time is of the Essence:** Time is of the essence with respect to all obligations and undertakings of Seller and Purchaser under this Contract including the time for providing all notices required to be given. Failure to act within the time period required shall constitute a breach of this Contract or either of the contingencies or conditions sought to be established.

34. Purchaser acknowledges receipt of the following documents:

- ☒ Vermont Real Estate Commission Mandatory Consumer Disclosure
- ☒ Vermont Department of Health - Receipts - "Testing Drinking Water from Private Water Supply" of the Property is served by a private water system)
- ☒ Efficiency Vermont - Pamphlet - "Home Energy Information"

PURCHASER'S AGREEMENT TO PURCHASE

Purchaser: Dean H. Hargrave Date: 2/2/2010
Signature: _____ Date and time of NE 210: _____

Purchaser:

(Signature)

Date and Time of P/O:

(Signature) Date and Time: PM 3:00

Particular:

15.0001.001
15.0001.002
15.0001.003
15.0001.004

SELLER'S AGREEMENT TO SELL

Seller: [Signature] Date and time of SEI: 6:25:21 6/4/18

(Signature) Date and Time of Study (Hr):


(continued)
Downloaded from <http://www.springer.com>

Signature _____ Date and Time (dd/mm/yyyy)

From: Michaels, Martin Martin.Michaels@bakermckenzie.com
Subject: FW: [EXTERNAL] Please review 3 documents for 450 Lisbon Hill Road, Stann VI, USA
Date: June 25, 2021 at 8:28 PM
To: B O Legendre1300@gmail.com

Hi Barbara,

Please see the attached

best regards, M

Martin J. Michaels
Partner, Tax / Wealth Management
Baker McKenzie Zurich
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Facsimile: +41 (0) 384 12 04
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Vermont Realtors®



LEAD-BASED PAINT ADDENDUM AND DISCLOSURES

Addendum to Purchase and Sale Contract between

Washington LLC

10000 Main Street, Suite 100

PO Box 10000, Stann VI, USA

80000

10000

The Contract Date is 06/25/2021. This addendum is in accordance with Section 900 of the Purchase and Sale Contract.

1. Purchaser acknowledges receipt of the following:

- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Remediation Requirements and other existing state/federal regulations by Seller
- Pennsylvania Lead-Based Paint Law (42 Pa.C.S. § 9501-9506)
- Lead Hazard in Housing of Vermont Department of Health (Lead Paint Law)
- Don't Spread Lead Disclosure

2. Purchaser understands and agrees that the Seller ☒ is ☐ is not aware of any lead-based paint in the property and its improvement.

2

If any, the following paragraphs are inapplicable:

If yes, any such inspection or take a customer shall be obtained by Purchaser at his/her sole expense and shall be performed by a certified and bonded pest inspection. If the results of such inspection or take a customer are unfavorable to Purchaser, Purchaser may terminate this Contract by written notice, not in accordance with Section 29 of the Contract, not later than _____ calendar days from the Closing Date. In the event Purchaser terminates the Contract in accordance with the provisions of the Addendum, the Purchase Deposit shall be forthwith returned to Purchaser subject to the rules and regulations applicable to Escrow Agents. This Contract shall be terminated and be of no further force and effect. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Documents.

Seller hereby agrees to provide access to the Property upon reasonable prior notice for purposes of the above inspections. ANY and ALL damage to the Property as a result of the inspection or take a customer shall be Purchaser's responsibility.

Seller: [Signature] Date: 6.25.21

Purchaser: [Signature] Date: 6.25.21

Seller: _____ Date: _____

Purchaser: _____ Date: _____

Seller: _____ Date: _____

Purchaser: _____ Date: _____

Seller: _____ Date: _____

Purchaser: _____ Date: _____

Notarized by _____ Notary Public, State of Vermont



Vermont Realtors



ADDENDUM TO PURCHASE AND SALE CONTRACT

Additional Purchase and Sale Contract is to be:

Contract No. _____
 Date of Sale: _____
 Price: \$ _____
 Property Address: _____

Additional Provisions

Purchaser and Seller hereby agree to enter the contract of purchase and sale of the above described property, the Buyer and Seller, to be known as the "Purchase and Sale Contract". The Buyer and Seller agree to enter the contract of purchase and sale of the above described property, the Buyer and Seller, to be known as the "Purchase and Sale Contract". The Buyer and Seller agree to enter the contract of purchase and sale of the above described property, the Buyer and Seller, to be known as the "Purchase and Sale Contract".

