



SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared: _____

Seller's Name(s): MYSTIC LODGE # 56 by Authorized Agent(s)

Property Address: 51 SOUTH MAIN ST STOWE
Street City/Town

Type of Property: ☐ Single Family Residence ☐ Multi-Family Residence (duplex, triplex, etc.)
☐ Condominium/Townhouse ☐ Land Only ☒ Commercial

Use of Property: ☐ Primary Residence ☐ Vacation Property ☐ Rental Property ☒ Other: _____

INTRODUCTION: This Report provides information from the Seller based on Seller's personal knowledge concerning the above Property. Unless otherwise disclosed, Seller does not have any expertise in construction, architecture, engineering, surveying or any other skills that would provide Seller with special knowledge concerning the condition of the Property. Other than having owned the Property, Seller has no greater knowledge about the Property than that which could be obtained by a careful inspection performed by or on behalf of a potential buyer. The real estate agents involved with the sale of this Property do not conduct or perform any inspection of the Property. Unless otherwise disclosed, Seller has not inspected or examined those portions of the Property that are generally inaccessible. **THIS REPORT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY REAL ESTATE AGENT CONCERNING THE CONDITION OF THE PROPERTY. THIS REPORT IS NOT A SUBSTITUTE FOR A PROPERTY INSPECTION. BUYER HAS THE OPPORTUNITY TO REQUEST THAT SELLER AGREE TO A PROPERTY INSPECTION AS PART OF ANY CONTRACT FOR THE SALE OF THE PROPERTY.**

INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Answer ALL questions. (3) Disclose conditions that you know about that affect the Property. (4) Attach additional pages to this Report if additional information is provided. (5) IF YOU DO NOT KNOW THE FACTS, WRITE "DON'T KNOW." DO NOT GUESS THE ANSWER TO ANY QUESTION.

**THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER.
THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).**

1. LAND (SOILS, DRAINAGE, BOUNDARIES AND EASEMENTS)

(a)	Has any fill or off-site material been placed on the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(b)	Do you know of any sliding, settling, subsidence, earth movement, upheaval or earth stability problems that have affected the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(c)	Is the Property located in a federal flood hazard zone or wetlands, public waters or conservation zones designated by federal, state or local statute, regulation or ordinance?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(d)	Do you know of any past or present drainage, high water table, or flood problems affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(f)	If the answer to (e) above is "No," how is the road serving the property maintained? <input type="checkbox"/> Road Maintenance Agreement <input type="checkbox"/> Homeowners' Road Association <input type="checkbox"/> Private (by owner) Annual Cost(s): _____ Other (explain): _____			
(g)	Are there public or private landfills or dumps (compacted or otherwise) on the Property or on any abutting property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials

ASL GR EAA

Purchaser's Initials

(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	Have there been any underground fuel storage tanks on the Property in the past? If "Yes," have they been removed? When? _____ By whom? _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW <input type="checkbox"/> DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(k)	Are the boundary lines of the Property marked in any way? If "Yes," how are they marked? <u>3 of the 4</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? _____ By whom? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(m)	Is a copy of the survey available?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(n)	Are there any easements or rights of way affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(o)	Are there any boundary line disputes, claims of adverse possession, encroachments, shared driveways, party walls or zoning set back violations affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
Further explanation of any of the above: _____				

2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	Heating System (check all that apply): <input type="checkbox"/> Base Board <input checked="" type="checkbox"/> Hot Air <input type="checkbox"/> Radiant <input type="checkbox"/> Heat Pump <input type="checkbox"/> Direct Vent <input type="checkbox"/> Other (explain): _____ Age of Furnace/Boiler: <u>2017</u> <input type="checkbox"/> Don't Know Fuel Type: <input type="checkbox"/> Oil <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Geothermal <input type="checkbox"/> Other (explain): _____ <u>*2021</u> Annual Fuel Usage: <u>\$3033*</u> Gallons (or other measure) Provider: <u>Fred's Energy</u> Property used: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Seasonally Fuel consumption may vary by user, number of occupants and weather conditions.	
(b)	Air Conditioning: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "Yes," describe (central, heat pump, window, etc.): _____	
(c)	Hot Water System (check all that apply): <input checked="" type="checkbox"/> Hot Water Tank <input type="checkbox"/> Domestic/Off Boiler <input type="checkbox"/> On Demand <input type="checkbox"/> Heat Pump Water Heater Age of Hot Water System: <u>2013</u> <input type="checkbox"/> Don't Know Fuel Type: <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Other _____ Hot Water Tank is: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, from whom: _____ Monthly rental fee: \$ _____	
(d)	Alternative Energy System(s) (check all that apply): <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal <input type="checkbox"/> Unknown Energy returned to grid: <input type="checkbox"/> YES <input type="checkbox"/> NO Owned _____ or Leased _____	
(e)	Electrical System: Electrical service panel has: <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Other (explain) _____ Annual electricity usage: \$ <u>1985*</u> Electric utility provider: <u>Stowe Electric</u> Property used: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Seasonally Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions. Main Breaker Amperes: _____ Amps <input type="checkbox"/> Don't Know	
(f)	Are you aware of any problems or conditions that affect any of the above systems? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "Yes," explain in detail: <u>* 2020-2021 Budget year electricity, water + sewer</u>	

TELEPHONE / INTERNET / TELEVISION

(g)	Is landline telephone service present at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: _____
(h)	Is cellular telephone service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," list available providers: _____
(i)	Is internet service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: _____ If "Yes," service is: <input type="checkbox"/> Dial Up <input type="checkbox"/> Broadband <input type="checkbox"/> Cable <input type="checkbox"/> Satellite <input type="checkbox"/> DSL
(j)	Is television service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: _____ If "Yes," source is: <input type="checkbox"/> Antenna <input type="checkbox"/> Cable <input type="checkbox"/> Satellite <input type="checkbox"/> DSL

Seller's Initials

Purchaser's Initials

(k) **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE**

Check the items that will be included in the sale of the Property:

- ☐ Electric Garage Door Opener - Number of Transmitters _____ ☐ Security Alarm System ☐ Owned ☐ Leased ☐ Humidifier
☐ Dehumidifier ☐ Lawn Sprinklers ☐ Automatic Timer ☐ Smoke Detectors - How Many? _____ ☐ Whirlpool Bath
☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub ☐ Pool/Spa Equipment (list): _____
☐ Refrigerator ☐ Stove ☐ Hood/Fan ☐ Microwave Oven ☐ Dishwasher ☐ Garbage Disposal ☐ Trash Compactor
☐ Washer ☐ Dryer ☐ Central Vacuum ☐ Freezer ☐ Intercom ☒ Ceiling Fans ☐ Woodstove ☐ Sump Pump ☐ Well Pump
☐ Satellite Dish ☐ Indoor/Outdoor Grill ☐ Attic Fan(s) ☐ Window A/C
☐ Wood/Gas/Pellet/Other Stove (describe): _____

OTHER: _____

Are any of the items that will be included in the sale of the Property in need of repair or replacement? ☐ YES ☒ NO

If "yes", explain in detail: _____

List equipment and appliances, including any AC units, that will be excluded from the sale of the Property:

3. STRUCTURAL COMPONENTS

Check any of the following items that have significant defects or malfunctions or that need significant repair:

- ☐ Foundation ☐ Slab ☐ Chimney ☐ Fireplace ☐ Interior Walls ☐ Ceilings ☐ Floors
☐ Windows ☐ Doors ☐ Storms/Screens ☐ Exterior Walls ☐ Driveway ☐ Sidewalks ☐ Pool ☐ Roof ☐
☒ Outside Retaining Walls ☐ Other Structures/Components: _____

If any of the above items are checked, describe the defect, malfunction or item(s) that need significant repair:

Has there ever been damage to the Property or any of the structures from fire, wind, floods, earth movements or landslides?

☒ YES ☐ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs: Attic caught fire from neighboring fire and has since been repaired/replaced (years ago)

BASEMENT/CELLAR/CRAWL SPACE:

Has there ever been any water leakage, accumulation of water, dampness or visible mold within the basement, cellar or any crawl space?
☐ YES ☒ NO If "Yes," explain in detail: _____

Have there been any repairs or other attempts to control any water or dampness within the basement, cellar or crawl space?

☐ YES ☐ NO ☒ DON'T KNOW If "Yes," explain in detail, including any repairs:

Are any of the above recurring problems? ☐ YES ☒ NO If "Yes," what are the problems and how often have they occurred?

Has paint containing lead been used on the Property? ☐ YES ☐ NO ☒ DON'T KNOW

ROOF: ☒ Shingle ☐ Slate ☐ Metal ☐ Tile ☐ Other (describe) _____ ☐ Don't Know

Approximate age of roof? 2007 ±

Has the roof ever leaked since you have owned the Property? ☒ YES ☐ NO ☐ DON'T KNOW

If "Yes," explain: prior to roof replacement

Has the roof been replaced or repaired since you have owned the Property? ☒ YES ☐ NO ☐ DON'T KNOW

If "Yes," when? _____

Are there any current problems with the roof? ☐ YES ☒ NO ☐ DON'T KNOW

If "Yes," explain: _____

4. WATER SUPPLY

Special Notice: Water supplies, especially those that are not public or municipal supplies, are affected by many conditions about which Seller may have no knowledge or have any ability to control. These water supply systems can change, deteriorate or fail, often with no warning signs. Seller makes no warranty or representation whatsoever that the water supply, including quality or quantity, will operate or continue to function for any period of time. Inspection of these systems by a qualified inspector is strongly recommended. As required

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by law, any seller with a potable water supply that is not served by a public water system shall provide the Purchaser with an informational brochure developed by the Vermont Department of Health regarding Testing Water from Private Water Supplies within 72 hours of the execution of a contract for the purchase of the Property.

TYPE OF WATER SYSTEM The Property is connected to and serviced by (check all applicable boxes):
☒ Public or Municipal ☐ Community ☐ Private ☐ Shared
☐ On-site ☐ Off-site ☐ Drilled Well ☐ Dug Well ☐ Spring ☐ Lake/Pond ☐ Lake Well ☐ None ☐ Don't Know
 Water System Features: ☐ Cistern/Reservoir/Holding Tank ☐ Water Softener/Conditioner ☐ Reverse Osmosis ☐ Infrared Light
☐ Ultraviolet ☐ Other: _____ ☐ None ☐ Don't Know
 Water Pipes are: ☐ Copper ☐ Galvanized Metal ☐ Lead ☐ PVC (Plastic) ☐ Combination ☐ Don't Know
 If Drilled Well: Drilled by: _____ Tag #: _____ Depth: _____
 Gallons Per Minute (at time of driller's report): _____ Date of driller's report: _____

CONDITION OF WATER AND WATER SYSTEM
 Has the water been tested for coliform bacteria? ☐ YES ☐ NO ☐ DON'T KNOW
 If "Yes," when? _____ By whom? _____ Results: _____
 Has any other water quality or water chemistry testing been done? ☐ YES ☐ NO ☐ DON'T KNOW
 If "Yes," when? _____ By whom? _____ Results: _____
 Water softener ☐ YES ☒ NO If "Yes," ☐ Own ☐ Rent If rented, from whom: _____ Monthly Rental Fee: \$ _____
 Are you aware of low pressure in your water system? ☐ YES ☒ NO
 Has your water supply ever run out or run low? ☐ YES ☒ NO If "Yes," describe: _____
 Describe in detail any other problems you have had with your water system, including water quality or quantity: _____
 Does the water have any odor, bad taste, cloudiness or discoloration? ☐ YES ☐ NO If "Yes," describe in detail: _____

5. SEWER/SEPTIC/WASTEWATER SYSTEM

Special Notice: Sewer septic and wastewater systems that are not public or municipal systems are not designed to perform indefinitely and are affected by many conditions about which Seller may have no knowledge or have any ability to control. In addition, the useful life of these systems is affected by the amount and type of use, soil conditions, maintenance, the inherent design of these systems and many other factors. ***Seller makes no warranty or representation whatsoever that these systems will operate or continue to function for any period of time.*** Inspection of these systems by a qualified inspector is recommended. State and local permits may be required for sewer, septic and wastewater systems.

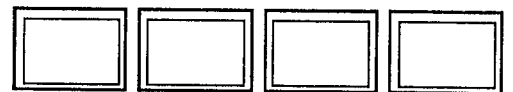
TYPE OF SYSTEM The Property is connected to and serviced by (check appropriate boxes):
☒ Public or Municipal Sewer System ☐ On-site septic/wastewater system ☐ Off-site septic/wastewater system ☐ Septic Tank
☐ New or Alternate Technology (explain technology) _____ ☐ Holding Tanks
☐ Cesspool ☒ Sewage Pump ☐ Dry Well ☐ Conventional disposal area ☐ Mound System disposal area ☐ At Grade
☐ Other ☐ Don't Know If other, please explain: _____

CONDITION OF SYSTEM If other than public or municipal sewer/wastewater system, answer the following:
 Date system installed: _____ Is the system entirely on your Property? ☐ YES ☐ NO ☐ DON'T KNOW
 If "No," where is it? _____
 Has the system been repaired since you have owned the Property? ☐ YES ☐ NO If "Yes," when? _____
 What was done? _____ By whom? _____
 Type of septic tank: ☐ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) _____ ☐ Don't Know
 Septic tank capacity (in gallons) _____ ☐ Don't Know
 Date Septic Tank Last Inspected? _____ ☐ Don't Know Reports of last inspection/pumping attached: ☐ YES ☐ NO
 Date Septic Tank Last Pumped? _____ ☐ Don't Know By whom? _____
 To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☐ NO If "Yes," describe in detail: _____

Seller's Initials



Purchaser's Initials



6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Age of Building(s): Main Bldg. <u>120 yrs</u> Additions to Main Bldg. _____ Additional Building(s): (a) _____ (b) _____			
(b)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? _____	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(c)	Has Seller built or caused to be built any of the buildings on the Property, or made any additions, modifications, alterations or renovations to any building on the Property? If "Yes," please explain: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(d)	If "yes," did you obtain all necessary permits and approvals for such work? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
(e)	Are any property or development rights (e.g. conservation easements to Land Trusts, etc.) owned by others? If "Yes," by whom: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(f)	Has Seller received written notice of any violations of local, state or federal laws, building codes and/or zoning ordinances affecting the Property? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(g)	Are there any property tax abatements, land use tax stabilization agreements or other special property tax arrangements applicable to the Property? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(h)	Has Seller received notice that the Property will be reassessed by any taxing authority during the next 12 months? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
(i)	Does the property have Urea-Formaldehyde Foam Insulation? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(j)	Does the Property have Asbestos and/or Asbestos Materials in the siding-walls-plaster-flooring-insulation-heating system? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(k)	Has the Property been tested for Radon Gas? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(l)	If "Yes," when? _____ By whom? _____ Results: _____			
(m)	Does the Property have evidence of mold? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(n)	If "Yes," what has been done about the mold? _____			
(o)	Are you aware of any off-site conditions in your neighborhood/community that could adversely affect the value or desirability of the Property, such as noise, proposed major new development, relocation or major construction of roads or highways, proposed zoning changes, etc.? If "Yes," explain in detail: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(p)	Is there any infestation by pests that affect the property? If "Yes," explain: <u>evidence of some mice</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(q)	Do you have any knowledge of any damage to the Property caused by pests? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(r)	Is the Property currently under warranty or other coverage by a licensed pest control company? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(s)	Do you know of any termite/pest control reports or treatments for the Property in the last five years? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(t)	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(u)	Has the Property received a home energy audit/assessment/rating/profile? If yes, when? _____ by whom? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(v)	Further explanation of answers to any of the above: _____			

7. CONDOMINIUMS SUBDIVISIONS/ HOMEOWNERS' ASSOCIATIONS/ROAD MAINTENANCE AGREEMENTS/ROAD MAINTENANCE ASSOCIATIONS

(a)	Is the Property part of a condominium or other common interest ownership regime or is it subject to covenants, conditions and restrictions (CC&R's)? If "Yes," Condo docs or CC&R's attached? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(b)	Is there any defect, damage, or problem with any common elements or common areas? If "Yes," describe below: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(c)	Is there any condition or claim which may result in an increase in assessment or fees? If "Yes," describe below: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(d)	Are any required storm water permits current? _____	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials

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[Signature]
EPA

Purchaser's Initials

(e)	Are there any homeowners' association or "common area" expenses or assessments affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(f)	Are there presently any outstanding special assessment(s) on the Property? If "Yes," amount: \$ <u>current lease on first floor</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(g)	Are there any anticipated special assessments on the Property? If "Yes," anticipated amount: \$ _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly Purpose of special assessments: _____ Years or term remaining on any outstanding special assessments: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(h)	Are there any current actions, disputes or lawsuits pending between the homeowners/condominium owners' association and any other parties? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	Do you know of any violations of local, state, or federal laws or regulations, condominium rules or CC&R's relating to the Property? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(j)	Contact person/manager for condominium/homeowner association: Name: _____ Phone number/e-mail: _____			
Further explanation of any of the above: <u>first floor retail space under lease until 12/31/2024</u>				

IS THERE ANYTHING ELSE THAT SHOULD BE DISCLOSED ABOUT THE CONDITION OF THE PROPERTY? (In answering this question, you should be guided by what you would want to know about the condition of the Property if you were buying it.)
☐ YES ☐ NO ☒ DON'T KNOW OF ANYTHING ELSE. If "Yes," explain:

SELLER'S STATEMENT: Seller is providing the information in this report to reduce the likelihood of DISPUTES or LEGAL ACTION concerning the sale of the Property. The information provided herein does not constitute any warranty, express or implied, by Seller about the Property or any feature of the Property. Seller hereby authorizes any real estate agent to provide a copy of this report to any prospective buyer. IN DELIVERING THIS REPORT TO A BUYER OR PROSPECTIVE BUYER, NO REPRESENTATION IS MADE BY ANY REAL ESTATE AGENT THAT THEY HAVE ANY INDEPENDENT OR PERSONAL KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY, THAT THEY HAVE MADE ANY INQUIRY OR INVESTIGATION ABOUT THE CONDITION OF THE PROPERTY OR ANY OF THE INFORMATION PROVIDED IN THIS REPORT BY SELLER OR THAT THEY HAVE VERIFIED THE INFORMATION PROVIDED IN THIS REPORT BY THE SELLER. Seller acknowledges that the information provided in this report is correct to the best of Seller's knowledge as of the date signed by Seller.

BUYER/PROSPECTIVE BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REPORT ON THE DATE SET FORTH BELOW. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THIS REPORT PROVIDES INFORMATION ABOUT THE PROPERTY MADE BY THE SELLER AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR ANY REAL ESTATE AGENT. THIS REPORT IS NOT A SUBSTITUTE FOR ANY PROPERTY INSPECTION. BUYER/PROSPECTIVE BUYER MAY OBTAIN A PROPERTY INSPECTION. HOWEVER, ANY SUCH INSPECTION MUST BE BY WRITTEN AGREEMENT WITH SELLER. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THERE MAY BE MATTERS RELATING TO THE PROPERTY WHICH ARE NOT ADDRESSED IN THIS REPORT.

Seller: [Signature]
(Signature) Date

Purchaser: _____
(Signature) Date

Seller: [Signature]
(Signature) Date

Purchaser: _____
(Signature) Date

Seller: [Signature] 01/24/22
(Signature) Date

Purchaser: _____
(Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
(Signature) Date

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the Agreement) is made and entered into as of and effective JANUARY 1, 2020 by and between Mystic Lodge #56, an organization organized and existing under the laws of the State of Vermont, with its principal place of business at 51 South Main Street, Stowe, Vermont (referred to hereinafter as "Lessor") and Cheryl Shields, individual, with a principal address of 618 South Main Street, Suite 4, Stowe, Vermont, (referred to hereinafter as "Lessee")

RECITALS

- A. Lessee owns a commercial building located at 51 South Main Street, in the Town of Stowe, Vermont. The premises that is the subject of this Agreement consists of the main level of the building, consisting of 1,000 square feet, together with use in common with others of the walkway serving the building, the first floor bathroom and hallway. The leased space and appurtenant facilities and areas are collectively referred to hereinafter as the Leased Property.
- B. Lessee wishes to lease the Leased Property, and Lessor has agreed to lease the Leased Property to Lessee, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the sums to be paid and the covenants and agreements set forth herein, the sufficiency of which said consideration is acknowledged, the parties hereby agree as follows.

1. Leased Property. Lessor does hereby rent and lease to Lessee, and Lessee does hereby rent and lease from Lessor, the Leased Property for the term and rental payment and subject to the conditions and provisions contained in this Agreement. The Leased Property consists of the afore-described space and nonexclusive use of the following described areas and facilities by Lessee and Lessee's employees, customers suppliers, and other authorized users:

1.1 The walkway providing access to the Leased Property.

1.2 The first floor entry hallway.

1.3 The first floor bathroom.

1.4 The right to install a sign on the exterior of the building, subject to prior written approval by Lessor with respect to the design, graphics, and color scheme of the sign and subject to the requirements of the Town of Stowe Zoning Bylaws governing signage.

2.0 Term of Lease. The term of this lease shall be for a period of five (5) years, commencing on January 1, 2020 and terminating at midnight on December 31, 2024 unless sooner terminated as provided hereinafter. This lease shall commence and be in effect on said commencement date, notwithstanding signing of this Agreement by the parties, or any of them, at an earlier or later date. Upon signing of this lease, Lessee shall be entitled to access and occupancy of the leased premises prior to January 1, 2020, upon payment of a pro-rated monthly rent.

3. Rental Payment.

3.1 Base Monthly Rental Payment. The base monthly rental payment during the entire lease term shall be One Thousand Seven Hundred Fifty Dollars (\$1,750.00). Each monthly installment shall be paid, without deduction, set off, prior notice, or demand on the first day of each month and continuing in consecutive monthly payments throughout the term of this lease. In the event any monthly installment is not paid to Lessor on its due date, then Lessee shall pay to Lessor a late charge equal to 5% of the overdue amount as an agreed upon liquidated damage payment as a result of such late payment. For purposes of this Agreement, a monthly installment of rent shall be deemed to have been paid on the date it was postmarked, provided that the payment shall, in fact, have been received by the Lessor by the tenth day of the month. Any forbearance by Lessor in collecting the late payment charge for an overdue monthly installment shall not constitute a waiver of any subsequent late payment charges to which Lessor is entitled hereunder. All rental payments shall be made payable to Lessor and delivered to Lessor at 51 South Main Street, Stowe, Vermont 05672, or to such other address or agent of Lessor as Lessor may specify in writing to Lessee.

3.2 Charges and Payments in Addition to Base Monthly Rental Payments. Lessee's rental payment obligation includes the following charges and payments included in the base monthly rental payments:

a). Utility service charges for electricity, heating fuel, water supply, sewage disposal, and other services and facilities provide to the Property, as provided more particularly hereinafter.

4. Security Deposit. Lessee shall upon signing of this Agreement deliver to Lessor the amount of \$150.00 as a security deposit for the performance by Lessee of Lessee's obligations hereunder, receipt of which is hereby acknowledged by Lessor. This brings the total of the security deposit as paid by the Lessee to \$1,750.00. Lessor shall hold the security deposit, which may be commingled with Lessor's general funds in a non-interest bearing account, as a security and damage deposit for use by Lessor to cure any default by Lessee and/or to reimburse Lessor for any costs or damages sustained by Lessor resulting from any default by Lessee in performance of Lessee's obligations under this Agreement. In the event Lessor must utilize any portion or all of the security deposit to cure any default by Lessee during the term of the lease, Lessee shall immediately on demand deliver to Lessor a sum equal to the amount expended by Lessor, in order to maintain the initial amount of the security deposit. Upon expiration of the lease, and provided that Lessee has performed all obligations under this Agreement, Lessor shall within 45 days from the date of expiration return the security deposit to Lessee. The amount or use of the deposit shall in no way limit or preclude Lessor from obtaining additional amounts from Lessee as necessary for any damage or unpaid charges or expenses required of Lessee that exceed the security deposit.

5. Utilities and Services. Utilities and services to or for the benefit of the Leased Property shall be paid as follows.

Lessor shall pay all costs and charges for utilities and services that benefit the Leased Property, including, but not limited to, electricity, heating fuel, water supply, and sewage disposal. Lessee shall be responsible for trash removal and snow removal from the building porch and entry steps.

6. Use of Leased Property and Appurtenant Areas. Lessee's use of the Leased Property and appurtenant areas shall be subject to the following conditions and restrictions, all of which are essential

provisions in this Agreement to ensure that the Leased Property is utilized as first-rate commercial space with controlled use and enjoyment of appurtenant areas in common by Lessee and others:

6.1 Specific Use of the Leased Property. Lessee shall use and occupy the Leased Property solely for the operation of a retail store and showroom. No overnight occupancy shall be allowed.

6.2 Conditions and Restrictions Applicable to Appurtenant Areas. Use and enjoyment of the areas that are appurtenant to the Leased Property shall be subject to the following restrictions:

a.) The building porch must be kept neat and orderly at all times and can be used for the display of merchandise, except for the southern 6 feet of the porch which must be kept empty and not used for the storage or display of any material or merchandise. There must be a walkway maintained on the porch of at least 44 inches wide from the top of the entry steps to the above mentioned space leading to the hall entry.

b.) The entry hallway leading to the stairway is used only for purpose of a second egress from the Leased Property and cannot contain any material or merchandise belonging to the Lessee.

c.) An adequate walkway must be maintained at all times from the entry hallway to the bathroom.

d.) Access to the basement doorway must be free of material and merchandise at all times.

e.) There shall be no smoking allowed anywhere within the building or porch.

6.3 General Compliance With Laws and Conditions. Lessee shall not engage in or allow any activities on the Leased Property that would create a nuisance or be in any way offensive, unsafe, or illegal. Lessee and Lessor shall at all times comply with all statutes, rules, regulations, laws, ordinances, and other legal requirements governing or applicable to the use and condition of the Leased Property. Lessee's use of the Leased Property and appurtenant areas shall in no way diminish the use enjoyment of the building by the other tenant and its guests, customers, and invitees.

7. Maintenance, Repairs and Upkeep of Leased Property.

7.1 By Lessee. Lessee shall at Lessee's sole expense keep and maintain the Leased Property in good order and repair at all times. Lessee's obligation to keep and maintain the Leased Property in good order and repair shall include keeping the Leased Property in a clean and sanitary condition, arranging for prompt and regular removal of trashy and rubbish;; cleaning and maintaining all windows, doors, and leasehold improvements; and regular upkeep and maintenance of the floor walls, and ceiling surfaces, including cleaning and repainting as necessary to keep and maintain the Leased Property in the same condition or better as it was at the commencement of the lease term, excepting only reasonable and ordinary wear and tear. Lessee shall be responsible for the snow shoveling of the store entryway. At the Lessor request, the Lessee must remove, annually, all material and merchandise from the porch for a two week period for the purpose of maintenance and cleaning. The date of this time period is to be negotiated annually between the Lessor and Lessee.

7.2 By Lessor. Lessor shall, at Lessor's sole expense, keep and maintain the exterior of the building, in which the Leased Property is located, including its roof, in good order and repair. Lessor shall also keep and maintain in good order and repair the electrical, plumbing, and heating systems

serving the Leased Property, unless repairs thereto are necessitated by the negligence or intentional act of Lessee, in which case Lessee shall be responsible for such repairs. Lessor shall be responsible for the cost of lawn care and snow removal except as stated in Section 7.1 above.

8.0 Condition of Leased Property. Lessee confirms that Lessee has examined the Leased Property and are satisfied in all respects with its condition. There are no representations or warranties by Lessor with respect to the condition of the Lease Property, suitability for a particular purpose, or conformance of Lessee's use of the Leased Property with applicable Town of Stowe and State of Vermont zoning, environmental, public building, and other laws and regulations. Lessee agrees that it is renting and acceptin the Leased Property in its "AS IS" condition. Lessor and Lessee shall inspect the Leased Property prior to the commencement date and identify in writing any defects or other characteristics which have a material adverse effect on its physical condition.

9.0 Renovations and Alterations. Lessee shall at Lessee's own cost and expense be allowed to construct and install all such renovations, alterations, fixtures, leasehold improvements, and other betterments (collectively referred to as "Leasehold Improvements") within the Leased Property as Lessee determine to be necessary or beneficial for the conduct of Lessee's business operations, subject, nevertheless, to the conditions set forth hereinafter. Installation and construction of all Leasehold Improvements shall be done in a high quality good and workmanlike manner and shall require the prior review, approval, and written consent of Lessor, which said consent shall not be withheld unreasonably. All fixtures, furniture, equipment, and other leasehold improvements that do not become affixed to and incorporated in the building structure shall remain the sole property of Lessee and shall be removed by Lessee upon expiration of this lease. Following removal, Lessee shall repair any damages and restore the Leased Property with all the cleaning, patching, painting, and repair work as is necessary to return the Leased Property to good condition ready for use of leasing by Lessor. Any Leasehold Improvements that are installed in and become affixed to and a part of the Leased Property, including but not limited to floor carpeting, lighting fixtures, built-in cabinets, display cases, and storage areas, shall remain as part of the Leased Property and become the sole property of Lessor upon expiration of this Lease, without credit or compensation to Lessee therefor, unless otherwise agreed to in writing by both parties.

10. Freedom from Liens. Lessee shall not cause, allow, or permit any contractor's lien, mechanic's lien, attachment, leasehold mortgage, or other encumbrance to be placed or filed against the Leased Property be reason of work, materials, labor or services supplied to Lessee or for the benefit of the Leased Property. Nothing in this lease shall be deemed or construed in any way as constituting the consent or request by Lessor, express or implied, to any contractor, subcontractor, laborer, supplier, or other person or entity for the performance of any labor or the furnishing of any materials for any renovation, alteration, improvement, repair, or construction of any building, structure, or improvement on the Leased Property. If any such lien should be filed or placed against the Leased Property at any time or for any reason, Lessee shall take all necessary actions and expend all necessary funds to cause such lien to be released and discharged of record within twenty days after the date of filing or recording thereof.

11. Insurance and Indemnification.

11.1 Insurance Coverage by Lessee. Lessee covenants and agrees that it will at all times procure and maintain at Lessee's sole cost insurance amounts and with such coverage as are necessary or advisable to protect fully Lessee and Lessor from damages, hazards, and liabilities pertaining to or arising from Lessee's use and occupancy of Leased property. Such insurance coverage shall include, but not be limited to, fire and casualty coverage for all Leasehold Improvements and comprehensive general public liability insurance to cover any and all liabilities for bodily injury or death to any person or persons, and damage or destruction of property, occurring within the Leased Property or in connection with use of the related facilities and areas appurtenant thereto. The limits of said liability insurance shall be in an amount not less that \$1,000,000.00 with respect to bodily injury or death of any

one person and not less than \$100,000.00 for property damage. Lessee shall furnish to Lessor certificates or other evidence showing the insurance coverage required to be carried by Lessee and naming Lessor as co-insured under the insurance policy or policies providing such coverage.

11.2 Insurance Coverage by Lessor. Lessor shall be responsible for carrying fire and extended coverage insurance on the building structure in which the Leased Property is located.

11.3 Indemnification. Lessee covenants and agrees that Lessee shall indemnify, defend, and hold Lessor harmless from and against all claims, liabilities, obligations, damages, and costs, including but not limited to attorneys' fees incurred by or asserted against Lessor, arising from any willful, wanton, malicious, or negligent act or omission of Lessee or Lessee's agents, contractors, or employees.

12. Risk of Loss. Lessee agrees that all personal property, fixtures, equipment, machinery, and other such items brought into or installed in the Leased Property shall be at the sole risk of Lessee with regard to any theft, damage, destruction, vandalism, or other loss thereof.

13. Damage to or Destruction of Leased Property.

13.1 Partial Damage. If the building containing the Leased Property is partially damaged by fire or other cause in a manner that does not preclude Lessee from continuing Lessee's use and occupancy of the Leased Property for Lessee's permitted purpose, then Lessor shall, provided that any such damage did not result from the fault or neglect of Lessee or Lessee's employees, patrons, or visitors, repair and restore the Leased Property, and the rental payment shall be adjusted commensurately with the extent of the portion of the Leased Property that is unusable by Lessee and the period of time during which any such damaged portion of the Leased Property is unavailable to Lessee.

13.2 Destruction. If the building containing the Leased Property is partially damaged by fire or other cause as to be rendered untenable, then either Lessee or Lessor, in their respective discretions, may elect to terminate the lease, in which event all rental payment obligations shall be adjusted as of the date of destruction or substantial damage. If Lessor and Lessee elect not to terminate, Lessor shall, provided that any such destruction or damage did not result from the fault or neglect of Lessee or its employees, patrons, or visitors, restore, as soon as is reasonably practicable, the Leased Property to substantially the same condition as existed before the destruction or substantial damage, whereupon full rental payment obligations shall resume. Lessor shall have no liability to Lessee for any business income or other losses incurred by Lessee as a result of any damage or destruction or during the period of reconstruction.

14. Assignment or Subletting. Lessee shall not assign or in any manner transfer, encumber, or make other disposition of this lease or any estate or interest hereunder or sublet the Leased Property or any part thereof without the prior written consent of Lessor, which said consent will not be withheld unreasonably, provided that any such assignee or sub-lessee can establish to Lessor's full reasonable satisfaction that all obligations of Lessee under this Agreement will be performed fully and punctually by such assignee or sub-lessee. The term "sublet" shall be deemed to include the granting of any licenses or other rights of occupancy for use of any portion of the Leased Property. Any sublease of the Leased Property shall not constitute a novation, and Lessee shall remain liable for performance of all obligations under this Agreement. In the event of an assignment of this Agreement by Lessee, consented to by Lessor as hereinabove provided, Lessee may, at the sole discretion of Lessor, be released from all obligations hereunder; provided that the assignee executes and delivers to Lessor a valid and binding instrument, directly enforceable by Lessor containing assignee's direct assumption and agreement to perform all of Lessee's obligations hereunder. Lessor shall then execute and deliver to Lessee a release and termination of Lessee's obligations hereunder.

15, Default.

15.1 Events of Default. The following events or conditions shall constitute a default by Lessee under this lease, the occurrence of any one or more of which shall entitle Lessor to exercise any or all of Lessor's rights and remedies provided herein or otherwise allowed by law:

(a.) Failure by Lessee to make due and punctual payment of the monthly rental installments or other rental charges and payments when the same are due and payable, and such default is not cured by Lessee within ten days after written notice thereof from Lessor to Lessee, which said cure shall include delivery to Lessor of the late payment charge specified hereinbefore; or

(b.) Failure of Lessee to perform and comply with any of the other terms, conditions, covenants, and agreements contained in this Agreement, and such default is not cured by Lessee within twenty days after written notice thereof from Lessor to Lessee, or if any such failure by Lessee creates a more immediate need for corrective action, then immediately upon receipt by Lessee of such written notice; or

(c.) Institution by or against Lessee of any action or proceeding under any laws of the United States or of any state governing bankruptcy or insolvency, or any action by Lessee seeking relief by means of liquidation, dissolution, reorganization, or otherwise, or Lessee making any assignment for the benefit of its creditors, if any such actions or proceedings are not dismissed, stayed, or disposed of to Lessor's satisfaction within a period of sixty days from the commencement thereof.

16. Remedies of Lessor for Default by Lessee. Upon the occurrence of any event of default and failure by Lessee to cure such default within the period of time available for cure by Lessee as specified hereinbefore, Lessor shall, without further notice or demand, be entitled to exercise any one or more of the following remedies.

16.1 Termination of Occupancy; Repossession by Lessor. Lessor may terminate Lessee's right to occupancy and possession of the Leased Property, whereupon Lessee shall vacate the Leased Property immediately, remove all of Lessee's movable furnishings, furniture, other items not affixed to the real estate, and items affixed to the real estate the removal of which has been consented to pursuant to Paragraph No. 9 hereof, and leave the Leased Property in good order and repair and in a clean condition ready for use and occupancy by Lessor. In the event Lessee should fail or refuse to vacate the Leased Property (except where Lessee's failure to vacate is due to events beyond Lessee's control), Lessor may enter upon and take possession of the Leased Property by self-help, removal of Lessee's property, or other means of proceedings available to Lessor for repossession of the Leased Property, all of which such actions by Lessor are agreed and consented to by Lessee as appropriate and available to Lessor by reason of Lessee's default. Termination of Lessee's right of occupancy and of the Leased Property (referred hereinafter as "Termination of Occupancy") shall not relieve Lessee of Lessee's liability and obligations to pay lessor the amount of the rental payments due under this Agreement together with all payments and costs then due or to become due thereafter, all of which said liabilities and obligations of Lessee shall survive any such Termination of Occupancy and repossession of the Leased Property by Lessor.

16.2 Damages. Lessee shall be liable for and shall pay to Lessor damages consisting of the following amounts.

(a.) All unpaid rental payments due and owing upon Termination of Occupancy, including the prorated amount of any monthly rental payment that is due as of the date of termination in event such termination date occurs on any day other than the first day of the month when termination occurs;

(b.) The remaining amount of the total rental payments due as provide hereinbefore shall, at the election of Lessor, be accelerated and become immediately due and payable in full, which Lessee shall thereupon pay and deliver to Lessor; and

(c.) Any and all other costs, expenses, and damages expended or incurred by Lessor as a result of Lessee's default, including but not limited to all costs for recovering possession of the Leased Property including cleaning, restoration, and renovation thereof; attorneys' fees and related legal costs' all expenses incurred for any re-letting of the Leased Property (as provided hereinafter); and any other costs and expenses whatsoever incurred by Lessor as a result of Lessee's default.

16.3 Re-letting of Leased Property. Upon Termination of Occupancy, Lessor shall have the obligation to apply reasonable due diligent good faith efforts to re-let the Leased Property, or any part thereof, in order to mitigate the damages and liabilities of Lessee resulting from Lessee's default. In this regard, it is understood and agreed upon that in applying said due diligent good faith efforts to re-let the Leased Property, Lessor shall be entitled to exercise care and discretion in selecting a replacement lessee that is suitable for and compatible with the first-rate commercial uses that Lessor is willing to allow to take place in the Leased Property. Re-letting the Leased Property, or any part thereof, may be in the name of Lessee or Lessor or otherwise, without notice to Lessee of such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of the lease under this Agreement) and for such rental payments and upon such terms and conditions (which may include concessions regarding rental payment or other terms) and for such purposes as Lessor may, in his reasonable discretion determine. Lessor shall collect and receive the rental payments, if any, derived from re-letting of the Leased property and shall apply any such re-letting rental payment to all damages to which Lessor is entitled pursuant to this Agreement. Re-letting of the Leased Property shall serve only to mitigate Lessee's liabilities and shall not release Lessee from all of Lessee's obligations under this Agreement.

16.4 Other Remedies. The aforestated remedies available to Lessor shall be in addition to, and without limitation of, all other rights and remedies to which Lessor may be entitled at law or in equity in the event of Lessee's default. Exercise of any of the aforestated remedies shall not preclude exercise of any other right or remedy. Forbearance by Lessor to enforce any remedy available to Lessor shall not be deemed or Construed to constitute a waiver of any default by Lessee or Lessor's right to exercise any one or more of said remedies thereafter.

17. Access by Lessor. Lessor may at any time and from time to time, upon reasonable prior notice, enter the Leased Property to inspect the premises, to ensure compliance with all provisions of this Agreement, and for such other purposes as Lessor determines are necessary or advisable for protecting Lessor's interests under this Agreement and in connection with any use, transfer, or other disposition of the premises.

18. Personal Property Taxes. Lessee shall pay all taxes assessed against Lessee's fixtures, furnishings, equipment, and all other personal property of Lessee contained in the Leased Property.

19. Subordination. Lessee covenants and agrees that this lease is and shall be subject and subordinate to all mortgages now or hereafter encumbering the real property containing the Leased Property, and to all renewals, modifications, replacements, and extensions thereof. In confirmation of this subordination, Lessee shall execute promptly an instrument of subordination that Lessor may request in connection with Lessor's mortgage financing.

20. Additional rental Payment Obligations. All costs, payments, and expenses that Lessee is required to make pursuant to this Agreement in connection with Lessee's use and occupancy of the Leased Property and reimbursement payments to Lessor in the event of default by Lessee shall constitute

additional rental payment obligations which shall be paid to Lessor upon demand. If lessee shall fail to make any additional rental payment obligation in a punctual manner, or to perform any act required by this Agreement, then Lessor, without waiving or releasing Lessee from any obligation or default under this Agreement, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee. All sums so paid by Lessor and all costs and expenses so incurred, together with interest thereon at the rate of 12% per annum from the date of payment, shall constitute additional rent payable by Lessee and shall be paid to Lessor on demand.

21. Surrender of Leased Property. Lessee shall upon expiration of the term of this lease or earlier termination in the event of Lessee's default, peaceably and quietly leave the Leased Property and surrender same to Lessor in good order and repair and in a clean condition free of all trash, refuse, and debris. Lessee shall prior to surrender of the Leased Property complete all necessary restoration and refurbishing work to the interior surfaces of the floors, walls, ceilings, doors, windows, trim, and other betterments so that the Leased Property is in the same condition or better as it was at the commencement of the leased term, excepting only reasonable and ordinary wear and tear.

22. Notices. All notices that are required or authorized to be given under the terms of this Agreement shall be in writing and may be hand-delivered to the recipient(s) or sent by United States certified mail with postage prepaid, addressed to the party to whom such notice is given as follows:

Lessor: Mystic Lodge #56, 51 S. Main Street, Stowe, VT 05672

Lessees: Cheryl Shields, 618 S. Main Street, Stowe, VT 05672

Either party may change its address for notice purposes by notifying the other party in writing of a new address ten business days before the new address is to go into effect.

23. Memorandum of Agreement. The parties agree that this Agreement shall not be recorded in the Land Records or other public records in order to preserve the confidentiality of the rental terms and conditions. The parties shall, however, be entitled to execute a memorandum of this Agreement, the original of which said memorandum as executed may be recorded in the Land Records.

24. Nature of Transaction. This Agreement consists only of a lease, and nothing herein shall be deemed to consist of Lessor and Lessee engaging in a joint venture, partnership, or other such business activity.

25. General Provisions.

25.1 Further Actions. The parties agree to and shall take all such further actions and execute, acknowledge, and deliver all such further documents and other assurances as shall be necessary or appropriate to carry out the purposes of this Agreement.

25.2 Binding Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective heirs, successors, and any permitted assigns of each. Upon any transfer by Lessor of fee simple title to the real property containing the Leased Property, the transferee shall automatically become and be responsible for all obligations of Lessor hereunder, and Lessor shall thereafter be relieved from all further liability and obligations.

25.3 Entire Agreement. This Agreement constitutes a complete and entire agreement with respect to the subject matter hereof, supersedes any and all prior contracts, agreements, or commitments, and there are no representations, understanding, reliance, commitments, or agreements other than those set forth or referred to herein. This Agreement may only be amended, modified, or terminated by a written instrument duly executed by the parties.

25.4 Implementation and Enforcement. In the event any legal actions are taken or proceedings instituted to implement, interpret, or enforce the provisions of this Agreement, the party prevailing in such actions or proceedings shall be reimbursed by the other party for all costs and expenses, including reasonable attorney's fees, incurred thereby.

25.5 No Waiver. No failure or forbearance of Lessor to insist upon strict compliance by Lessee in fulfilling all Lessee's obligations under this Agreement shall be deemed to be a waiver by Lessor of the right to demand full and exact compliance by Lessee with all terms and conditions governing this Agreement

Dated at Stowe, Vermont on this 27 day of December, 2019

LESSOR

Witnessed:

Mystic Lodge #56

By: 

Its authorized agent

STATE OF VERMONT

COUNTY OF LAMOILLE, SS.

At Stowe, in said Count, on this ____ day of _____, 20____,

_____ personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mystic Lodge #56.

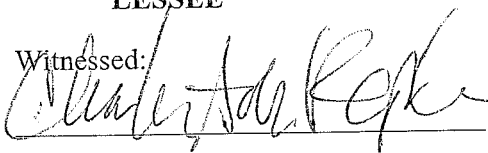
Before me _____

Notary Public

My commission expires: _____

LESSEE

Witnessed:



By: 

Cheryl Shields

STATE OF VERMONT

COUNTY OF LAMOILLE, SS.

At Stowe, in said Count, on this ____ day of _____, 20____,

Cheryl Shields personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Mystic Lodge #56.

Before me _____

Notary Public

My commission expires: _____