



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
CM RG Marital Trust or its assignee	P.O. Box 1744, 215 W. Gill, Suite A, Jackson, WY 83001	eg@bigspruce.net

Seller's Full Name	Mailing Address	Telephone #/ Fax #/ E-Mail Address
Eric Lande	396 Ross Hill Road, Morristown, VT 05661	
Miguel Lande	396 Ross Hill Road, Morristown, VT 05661	

1. **Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between: Eric Lande and Miguel Lande (Seller) and CM RG Marital Trust or its assignee (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.

2. **Total Purchase Price:** seven million nine hundred thousand U.S. Dollars (\$ 7,900,000)

3. **Contract Deposit:** \$ 790,000 (U.S. Dollars) Due to Escrow Agent by 06/10/2025 as evidenced by

☐ Personal check ☐ Bank check ☐ Cash ☒ Wire transfer ☐ ACH transfer

Additional Contract Deposit of \$ (U.S. Dollars) shall be delivered to the escrow agent by . Unless otherwise agreed in writing, the pendency of any contingencies or special conditions in this Contract does not suspend or postpone Purchaser's obligation to make any required additional Contract Deposit. 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 notification thereof, all Contract Deposits shall be promptly returned to Purchaser. All Contract Deposits shall be held by: Daly and and Daly Trust Account ("Escrow Agent").

4. **Description of Real Property:** For purposes of this Contract, the Property is described as follows:

- A. Physical Property Address: 396 Ross Hill Rd Morrisville VT. VT-Lamoille and/or
Street City/Town Zip County
- B. Seller's Deed recorded in Volume multiple at Page(s) of the Morrisville, VT Land Records; and/or
- C. Parcel ID Number: ; and/or SPAN Number: 414-129-13310
- D. The Property is further described as: 2 single family residences, stable w/caretaker's quarters, located on approximately 441.29 acres.

NOTE: 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 omission 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.

5. **Closing:** Closing and transfer of title shall occur on 09/19/2025 at a mutually agreed time and place. Closing may occur earlier if Seller and Purchaser agree in writing. **Neither party shall be obligated to extend the date set for Closing.**

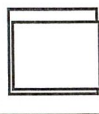
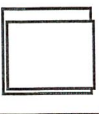
6. **Contract Date:** 06/09/2025 **Contract Time:** 5:00 ☐ A.M. ☒ P.M. EST/EDT

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** (with any changes **initialed**) by **both**

Seller's Initials

Buyer's Initials

Seller and Purchaser and **notification** thereof provided in the manner required by Section 28 not later than the above referenced **Contract Date** 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 to this Contract, which time periods shall be calculated as follows: the Contract Date shall not be counted; the first day after the Contract Date shall be the first day counted; Saturdays, Sundays and legal holidays shall be counted; and the final day shall be counted. Either party has the right to withdraw any offer made by that party prior to its 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.**

7. **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 _____ % 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 28, submit a complete and accurate application for first mortgage financing to at least one mortgage lender or mortgage broker currently providing or placing such loans requesting first mortgage financing in the amount and on the terms set forth above. If Purchaser fails to timely submit such an application, this financing contingency is waived by Purchaser. If, 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 28. 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 Escrow Agent an authorization for delivery of all Contract Deposits to Purchaser.

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 to Seller, Purchaser has sufficient cash and or liquid assets enough to close on the purchase of property.

8. **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, if applicable, Municipal Lead-Based Paint Regulations. If the Property is pre-1978 residential real estate, the parties must execute a Lead-Based Paint Addendum with required disclosures, which shall become part of this Contract. Lead-Based Paint Addendum and Disclosures attached. ☒ 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/Addenda to Contract:** Additional terms to Contract are set forth in the Addendum (or Addenda) signed by Seller and Purchaser. ☒ Yes ☐ No

11. Special Conditions:

Seller shall ensure that all appropriate initials and signatures are completed on attached documents:

1. Addendum to Purchase and Sale Contract
2. Mandatory Flood Disclosure
3. Lead-Based Paint Disclosure

Seller also agrees to update where necessary and complete with initials and signatures the Seller's Property Information Report as initially prepared on February 22, 2024.

As required by the State of Vermont Fire Safety Division, seller agree to have all smoke and carbon monoxide detectors installed and in working order to meet compliance of current requirements by Closing.

Seller's Initials

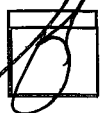
Buyer's Initials

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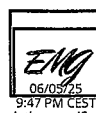
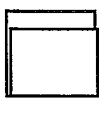
- 12. Condominium/Common Interest Community:** If the Property is a condominium unit, part of a common interest community, planned community, planned unit development (PUD) or other property subject to the Vermont Common Interest Ownership Act, a Common Interest Ownership Addendum is required. Common Interest Ownership Addendum attached. ☐ Yes ☒ No.
- 13. State and Local Permits:** The parties acknowledge that certain state and local permits may govern the use of the Property. To the best of Seller's knowledge, the Property is in compliance with any existing permits. Further, Seller has not received notice of violation(s) of any State or Local permit that has not been cured or resolved, unless otherwise disclosed in writing.
- 14. Possession:** Possession and occupancy of the premises, together with all keys/access devices or codes to the premises and any property or fixtures that are part of the sale, shall be given to Purchaser at Closing unless otherwise agreed in writing. Seller shall leave the premises broom clean, free from all occupants, and shall remove all personal property not being sold hereunder, together with the personal property of all occupants. Seller agrees to permit Purchaser to inspect the premises within 24 hours prior to the date set for Closing to ensure compliance with this provision.
- 15. Payment of Purchase Price:** Payment of the Purchase Price is due at Closing and shall be adjusted for any Contract Deposits held by Escrow Agent to be disbursed at Closing, taxes or tax withholding applicable to Seller as described in Sections 17 and 18 of this Contract, or as required by other applicable law, Closing Adjustments under Section 25 of this Contract, compensation due to Seller's real estate broker, and any other items agreed to in writing by Seller and Purchaser. The purchase price, after adjustments are made, shall be paid to Seller in cash, by wire transfer, electronic transfer, certified, treasurer's or bank teller's check, check drawn on the trust or escrow account of a real estate broker licensed in the State of Vermont, or, check drawn on the trust or escrow account of an attorney licensed in the State of Vermont, or any combination of the foregoing. Seller and Purchaser agree that, prior to Closing, upon request, the brokers named in Section 28 of this Contract shall be provided with a copy of the proposed TILA-RESPA Closing Disclosure (CD) pages 2 and 3 (Closing Cost Details and Summaries of Transactions) and, at Closing, upon request, said brokers shall be provided a copy of the final CD(s) signed by Seller and Purchaser. In the event Seller requests funds by wire transfer or by certified, treasurer's or bank teller's check, Seller shall provide notice thereof to the attorney or settlement agent closing the transaction within a reasonable time prior to the date scheduled for Closing. All fees or charges incurred to enable funds to be paid to Seller by wire transfer, certified, treasurer's or bank teller's check shall be paid for at Closing by Seller. **Unless otherwise agreed to in writing, or as directed by the attorney or settlement agent closing the transaction, all Contract Deposits held by Escrow Agent shall be paid directly to Seller at Closing and credited toward the total proceeds to be paid to Seller at Closing. In the event the attorney or settlement agent closing the transaction requests Escrow Agent to deliver the Contract Deposits prior to the date set for Closing, Seller and Purchaser hereby authorize Escrow Agent to do so, provided the Contract Deposit funds are made payable to the closing attorney or settlement agent's trust or escrow account and Escrow Agent reasonably believes the Closing shall occur as scheduled.**
- 16. Deed:** Unless otherwise agreed to in writing, Seller shall deliver to Purchaser at Closing a Vermont warranty deed, prepared and paid for by Seller, conveying marketable title to the Property as defined by Vermont law.
- 17. Property Transfer Tax/Land Gains Tax/Act 250 Disclosure Statement:** Purchaser shall pay any Vermont Property Transfer Tax due on account of the sale of the Property. If any Vermont Land Gains Tax is due as a result of the sale of the Property, the Seller shall pay such tax as may be due, except as otherwise provided by law or by addendum to this Contract. At or prior to closing, Seller shall provide Purchaser with satisfactory proof either that there is no such tax due or that the tax has been paid in full, or shall provide a certificate from the Vermont Department of Taxes specifying the amount of any tax that may be due as a result of the sale. In the event Seller is required to provide Purchaser with an Act 250 Disclosure Statement and fails to provide such a statement or provides the statement in an untimely manner, Purchaser's closing on this transaction and acceptance of Seller's deed shall constitute a waiver and release of Purchaser's right to declare this Contract unenforceable, to rescind this transaction or to pursue Seller for damages arising out of the failure to provide an Act 250 Disclosure Statement.
- 18. Income Tax Withholding Requirements if Seller is a Nonresident of Vermont and/or Subject to Tax Under the U.S. Foreign Investment in Real Property Tax Act:** If Seller is a nonresident of Vermont, unless a withholding certificate is issued by the Vermont Commissioner of Taxes in advance of the closing, Purchaser shall withhold 2.5 percent of the total purchase price and file a withholding tax return with the Vermont Department of Taxes. In addition, if the sale of the Property subjects Seller to the payment of federal tax under the Foreign Investment in Real Property Tax Act (FIRPTA), unless a withholding certificate is issued by the Internal Revenue Service, Purchaser shall withhold 15 percent of the total purchase price (35% for foreign corporations) and file a withholding tax return with the Internal Revenue Service. If Purchaser fails to withhold such taxes when required to do so, Purchaser may be liable to the respective taxing authorities for the amount of such tax. Purchaser shall have the right to reasonably request evidence that Seller is exempt from payment of either tax in the form of a certificate of residence or non-foreign status. In the event Purchaser is determined to be liable for the payment of either tax, Seller shall indemnify and hold Purchaser harmless from all such liability together with any interest, penalties and reasonable expenses, including attorney's fees, incurred by Purchaser.
- 19. Purchaser's Examination of Title:** Purchaser, at his or her sole cost and expense, shall cause the title to the Property to be examined and shall notify Seller in writing, prior to the date set for Closing, of the existence of any encumbrances or defects which are not accepted in this Contract which render title unmarketable as defined by Vermont law. In such event, Seller shall have thirty (30) calendar days from the time Seller receives such notice to remove the specified encumbrances or defects. Promptly following receipt of such notice, Seller shall exercise reasonable efforts and diligence to remove or cure the specified encumbrances or defects. If, at the expiration of thirty (30) calendar days from the receipt of such notice, or on the date set for Closing, whichever is later, Seller is unable to convey marketable title free and clear of such encumbrances or defects, Purchaser may terminate this Contract, and, if so, shall receive all Contract Deposits and, in addition, may pursue all legal and equitable remedies provided by law, including any damages incurred after the thirty (30) day period referred to above.

Seller's Initials






Buyer's Initials

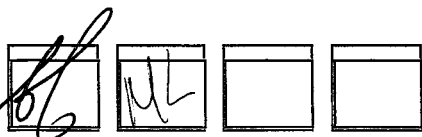





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- 20. Default:** If Purchaser fails to close as provided herein, or is otherwise in default, Seller may terminate this Contract by written notice as provided in Section 28 and claim all Contract Deposit(s) as liquidated damages or may elect to pursue all legal and equitable remedies provided by law. In the event of Purchaser's default, Seller's damages may be difficult to initially evaluate due to future events that cannot be predicted. The Contract Deposit(s) is agreed to be a reasonable estimate of at least some of Seller's damages resulting from Purchaser's default. Seller's right to claim the Contract Deposit(s) is not intended to be a penalty for Purchaser's default nor an incentive for Purchaser to perform its obligations under this Contract. If Seller fails to close, or is otherwise in default, Purchaser may terminate this Contract by written notice as provided in Section 28 and claim all Contract Deposit(s) as liquidated damages or subject to the provisions of Section 19 relating to the thirty (30) calendar day cure period for title encumbrances or defects, elect to pursue all legal and equitable remedies provided by law. In the event legal action is instituted arising out of a breach of this Contract, for payment or return of the Contract Deposit(s) or to obtain any available legal or equitable remedy, the substantially prevailing party shall be entitled to reasonable attorney's fees and court costs.
- 21. Contract Deposits:** At Closing and transfer of title, Escrow Agent shall disburse all Contract Deposits. In the event Purchaser terminates this Contract under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund all Contract Deposits to Purchaser in accordance with laws and regulations applicable to Escrow Agent. Seller shall be given 7 calendar days to provide a written challenge to Escrow Agent and Purchaser if Seller disputes termination by Buyer was pursuant to a specific provision of the contract. This shall be deemed a contested dispute. In the event either Seller or Purchaser does not perform and fails to close on the terms specified herein, this shall constitute a default. In the event of a default undisputed by Seller and Purchaser, upon written demand, Escrow Agent shall pay all Contract Deposits to the non-defaulting party in accordance with laws and regulations applicable to Escrow Agent. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an Authorization for Delivery of All Contract Deposits to the party entitled to such Deposits. In the event Seller or Purchaser provides written notice to the other party of a claimed default and demands delivery of all Contract Deposits on account of such claimed default, if the party to whom such notice is sent disagrees, that party shall provide notice to the party demanding all Contract Deposits and to the Escrow Agent named in Section 3 of this Contract. This shall be handled as a contested dispute. Payment of all Contract Deposits by the Escrow Agent absent a contested dispute shall constitute the final resolution and disposition of all Contract Deposits. If there is a contested dispute the parties are encouraged, but not required, to resolve the dispute through mediation. In the event the parties enter mediation, they shall notify Escrow Agent and, if the dispute is resolved by mediation, the Escrow Agent shall pay the escrow funds pursuant to a written settlement agreement signed by all the parties. If the contested dispute cannot be resolved by the parties the Escrow Agent may pay all Contract Deposits into court for the purpose of determining the rights of the parties to all Contract Deposits or continue to hold the money in escrow until a written agreement, signed by both Seller and Purchaser, is delivered to the Escrow Agent. Seller and Purchaser acknowledge and agree that resolution of all Contract Deposits in this manner fully and completely satisfies all laws, regulations and obligations applicable to Escrow Agent and agree to release, discharge, hold harmless and indemnify Escrow Agent acting in good faith pursuant to this section. In the event mediation is demanded and the dispute over all Contract Deposits is resolved by mediation, Seller and Purchaser agree to instruct Escrow Agent, in writing, as to the disposition and payment of all Contract Deposits. All costs and expenses of any such action, including attorney's fees incurred by Escrow Agent, shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of all Contract Deposits and irrespective of which party ultimately prevails in the dispute. In the event of a dispute concerning default or payment of all Contract Deposits by Escrow Agent, Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorney's fees, arising out of the holding of all Contract Deposits irrespective of the amount of all Contract Deposits.
- 22. Terms and Conditions of Escrow Agent Holding Contract Deposits:** Seller and Purchaser acknowledge that Vermont law provides that real estate brokers shall place any Contract Deposits held by them that are reasonably expected to earn less than One Hundred Dollars (\$100.00) in interest in a pooled interest-bearing trust account or escrow (IORTA) account. Interest accrued on such Contract Deposits is remitted to the Vermont Housing Finance Agency (VHFA) to be used in the Agency's single-family home mortgage programs. Seller and Purchaser further acknowledge that Vermont law also provides that real estate brokers shall place any Contract Deposits held by them that are reasonably expected to earn interest more than One Hundred Dollars (\$100.00) in interest in an individual interest-bearing account. Acknowledging the above advisements, for the convenience of the transaction, Seller and Purchaser agree that unless otherwise agreed in writing, all Contract Deposits held by Escrow Agent shall nonetheless be placed in a pooled interest-bearing IORTA account and the interest accrued thereon shall be remitted to VHFA even if the interest thereon is expected to earn more than One Hundred Dollars (\$100.00).
- 23. Fixtures and Personal Property:** Insofar as any of the following items are now located on and belong to the Property, they shall be deemed to be fixtures and are included in this sale; heating, lighting and plumbing fixtures; storm windows and doors; screens and screen doors; curtain rods, window shades and blinds; shrubbery and trees; wall-to-wall carpeting, television antennae and satellite dish. **NO PERSONAL PROPERTY, INCLUDING TELEVISION(S) AND TELEVISION MOUNTING BRACKET(S), IS INCLUDED IN THIS SALE UNLESS EXPRESSLY IDENTIFIED AND DESCRIBED IN THIS CONTRACT OR IN ANY SCHEDULE ATTACHED HERETO.** Any personal property transferred under this Contract is sold "As Is" with no warranties of any kind, express or implied, other than the warranty of title.
- 24. Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on the seller. Seller shall continue to carry such fire and extended coverage insurance as is presently maintained on the buildings and improvements located on the Property. In the event any of the buildings or improvements are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such damage or may terminate this Contract and be entitled to the return of all Contract Deposits as Purchaser's sole remedy.

Seller's Initials



Buyer's Initials



25. Closing Adjustments:

- Real property taxes, municipal taxes, fees and assessments, condominium assessments, rents, utilities or similar items shall be apportioned and prorated at Closing between Seller and Purchaser. Seller shall be responsible for closing adjustments and expenses until the day before Closing. Purchaser shall be responsible for closing adjustments and expenses on and after the day of Closing.
- Should any tax, charge, rate or assessment be undetermined on the date of Closing, the last determined tax, charge, rate or assessment shall be used for purposes of apportionment and proration.
- Any payment under the Vermont Statewide Education Property Tax which reduces the real estate property tax on the Property, either for the current tax year or thereafter, shall be allocated and paid to Seller at Closing unless the Seller and Purchaser otherwise agree in writing. **It is understood and agreed that the amount of any such payment is the property of the Seller and shall not be applied to the apportionment and proration of taxes.**
- Purchaser is advised that the payment to be made to Seller at Closing on account of any applicable Statewide Education Property Tax may require Purchaser to have available funds at Closing that might significantly exceed funds for closing adjustments that would otherwise be required.**
- Purchaser shall reimburse Seller at Closing for fuel at the Property at the current rate charged by the Seller's fuel supplier at the time of Closing, with the exception of propane which shall be handled outside of Closing by Seller and Purchaser as set forth in Title 9 V.S.A. Section 2461b, with reference to the Vermont Attorney General Consumer Protection Rule (CP) 111, Regulation of Propane.
- The net amount of the above adjustments shall be added to or deducted from the amount due to or owed by Seller at Closing.

26. Effect: This Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written and signed addenda thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont.

27. Modification and Amendment: No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.

28. Written Notices/Effective Delivery: Any notice required to be in writing under this Contract (and any addenda or supplemental conditions thereto) must be signed by Seller, Purchaser, or their respective attorneys, by actual or electronic signature that complies with Federal and Vermont electronic signature laws. All such notices, other than those sent to the parties' respective attorneys, shall be effective only if sent to the address(es) (including email addresses) set forth in this Contract, by hand, courier, delivery service, facsimile transmission (fax), U.S. mail, or by a digitally signed or scanned, signed document or image sent by electronic transmission. **Emails without a digitally signed or scanned, signed document or image attached shall not be effective notice.** In the event notices are sent by hand, courier, delivery service or regular (not certified) U.S. mail, such notices shall be effective upon receipt. Text or telephonic notice shall not be effective to satisfy any required notice.

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 below; or
- A broker's agent acting as agent of Seller's Agent (Broker's Agency/Agent) identified 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 (Buyer's Agency/Agent) 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:

Pall Spera Company Realtors-Stowe
Agency

Pall Spera
Agent

1800 Mountain Road, Stowe, VT 05672

Street Address/P.O. Box

City/Town

State

Zip

pall.spera@pallspera.com

Email

Telephone

Fax

☐ Broker's Agency/Agent, if any, or

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

Pall Spera Company Realtors LL
Agency

Teresa Merelman
Agent

62 Main St., Stowe, VT 05672

Street Address/P.O. Box

City/Town

State

Zip

Teresa@StoweUSA.com

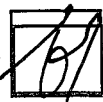
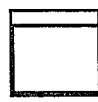
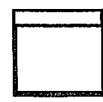
Email

(802) 793-5171

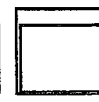
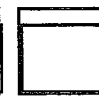
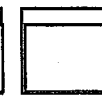
Telephone

Fax

Seller's Initials

Buyer's Initials

- 29. Efforts of Agent(s):** Seller and Purchaser agree that the Agency/Agent(s) named in Section 28, and their respective efforts, brought about this Contract.
- 30. 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 shall constitute one and the same Contract.
- 31. 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 times for providing all notices required to be given. Failure to act within the time period required shall constitute a breach of this Contract or waiver of the contingency or condition sought to be exercised.
- 32. Purchaser acknowledges receipt of the following documents when applicable:**
- ☒ Vermont Real Estate Commission Mandatory Consumer Disclosure
 - ☒ Vermont Department of Health – Pamphlet – “Well Water Testing: A Home Buyer’s Guide” (if the Property is served by a private water system)
 - ☒ Efficiency Vermont – Pamphlet – “Home Energy Information”

ADDENDUM TO PURCHASE AND SALE CONTRACT

This Addendum to Purchase and Sale Contract (the "Addendum") is by and between **CM RG Marital Trust** with a mailing and physical address of PO Box 1744, 215 W Gill, Suite A, Jackson, WY 83001 ("Purchaser") and Eric Lande and Miquel Lande, of 396 Ross Hill Rd., Morristown, Vermont, ("Seller").

1. Seller and Purchaser have entered into a Purchase and Sale Contract with a Contract Date of June 9, 2025 (the "Contract") for the sale of property known as **396 Ross Hill Road, Morrisville, Vermont** which is more particularly described in the Contract (the "Property").

2. Seller and Purchaser wish to amend the terms of the Contract to include the following additional terms and conditions.

In consideration of the foregoing and the mutual covenants and agreements herein set forth, the parties hereby agree as follows:

Section 1. Purchaser's Due Diligence.

Purchaser shall perform and complete its due diligence within sixty (60) days after the Contract Date. During the due diligence period, Purchaser may inspect the Property and conduct, at Purchaser's sole cost and expense, such reviews, tests and studies and take such actions as Purchaser shall deem appropriate in connection with its investigation of the Property.

Notwithstanding the foregoing term of sixty (60) days, Purchaser shall conduct a building inspection of the structures at the Property by no later than thirty (30) days after the Contract Date. In addition, Seller shall arrange for all of the septic systems at the Property to be inspected, scoped and pumped out and a report delivered to Purchaser within thirty (30) days after the Contract Date.

Within ten (10) business days (Saturdays, Sundays and legal holidays shall not be counted) after the Contract Date, Seller shall make reasonable efforts to deliver to Purchaser copies of all documents in its possession relevant to or affecting the use, ownership and development of the Property including, but not limited to a legal description of the Property, any surveys, plans and drawings of the Property, all leases, contracts or agreements relating to the Property.

If the results of Purchaser's due diligence are not acceptable to Purchaser, Purchaser may, in Purchaser's sole discretion, on or before sixty (60) days after the Contract Date elect to: (i) rescind the Contract by providing written notice of termination (the "Termination Notice") to Seller in which case all of the rights and obligations of the parties to the Contract shall cease and terminate and the Contract Deposit shall be refunded to Purchaser; or (ii) waive the satisfaction of such conditions and proceed with the purchase contemplated by the Contract without a reduction in the Purchase Price.

Section 2. Access/Purchaser's Responsibilities/Purchaser's Indemnity.

- (a) Purchaser and its authorized agents or representatives shall be entitled to enter upon the Property during normal business hours upon advance notice to Seller to conduct its Due Diligence and make such reasonable, minimally invasive investigations, studies and tests.
- (b) Purchaser shall: (i) not damage any part of the Property or any personal property owned or held by Seller; (ii) not injure or otherwise cause bodily harm to Seller or its guests,

agents, or invitees; (iii) fully restore the Property to the condition in which the same was found before any such inspection or tests were undertaken.

Section 3. **Seller's Representations and Warranties.** Seller hereby represents and warrants to the best of Seller's knowledge to Purchaser as follows:

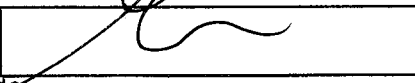
Seller has full capacity, power and authority to enter into the Contract and to perform fully the transactions contemplated hereby. Seller is the record owner of the Property to be conveyed hereunder and Seller will convey to Purchaser good, insurable, and marketable title to the Property at Closing. To Seller's knowledge, there are no prescriptive easements burdening the property nor are there any parties which claim an easement by prescription, nor facts forming the basis for a claim of easement by prescription. To Seller's knowledge, there are no persons or entities which have successfully claimed, are claiming or threatening to claim title to any portion of the Property by adverse possession, nor are there facts forming the basis for such a claim of adverse possession to any portion of the Property. There are no boundary line disputes with abutting landowners of the Property. Seller is not in breach of any contracts with third parties affecting the Property. Seller has complied with the regulations with respect to the enrollment of the Property in the Vermont Land Use Appraisal Program (Title 32, Chapter 124) in all material respects. Seller has no knowledge that any Hazardous Substances, wastes and/or regulated contaminants are located on the Property, and no release of hazardous substances has occurred on the Property.

Section 4. **Commissions and Fees.** At Closing, Seller shall pay all commissions due to Seller's Broker and Purchaser's Broker. **Notices.** Any notice or other communication required to be given hereunder shall be in writing and mailed or telecopied to such party at the address or number set forth in the Contract.

Section 5. **Assignment.** Purchaser shall have the right to assign its interest in the Contract without Seller's consent provided that such assignment by Purchaser is made to a trust, limited liability company or similar entity comprised of Purchaser or Purchaser's beneficiaries as a beneficiary, member and/or manager.

Section 6. **Effect of Addendum.** Except as specifically amended or modified herein, all of the terms and conditions of the Contract shall remain in full force and effect. To the extent there is an ambiguity or conflict between this Addendum and the Contract, this Addendum shall control.

IN WITNESS WHEREOF, the parties do hereby execute this Addendum to Purchase and Sale Contract this 7 day of June, 2025.

SELLER: 
Eric Lande

SELLER: 
Miquel Lande

PURCHASER:


CM RG Marital Trust

dotloop verified
06/05/25 9:47 PM CEST
OAG5-HGXX-SUOP-UYQF



Vermont Association of Realtors®



LEAD-BASED PAINT ADDENDUM AND DISCLOSURES

Addendum to Purchase and Sale Contract between:

Eric Lande and Miquel Lande _____ (Seller) and

CM RG Marital Trust or its assignee _____ (Purchaser).

Property Location 396 Ross Hill Rd _____ Morrisville _____ (Property)
Street City/Town

The Contract Date is 06/09/2025.

1. Purchaser acknowledges receipt of the following:

- A. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required Federal lead warning statement) signed by Seller.
- B. Protect Your Family From Lead in Your Home (U.S. EPA/HUD booklet)
- C. Lead Hazards in Housing (Vermont Department of Health Pamphlet)
- D. Don't Spread Lead (brochure)

2. Purchaser's obligation to close under this Contract ☐ is ☒ is not subject to a lead-based paint inspection or risk assessment.

If no, the following paragraphs are inapplicable.

If yes, any such inspection or risk assessment shall be obtained by Purchaser at his/her sole expense and shall be performed by a certified lead-based paint inspector. If the results of such inspection or risk assessment are unsatisfactory to Purchaser, Purchaser may terminate this Contract by written notice sent in accordance with Section 28 of the Contract, not later than _____ calendar days from the Contract Date. In the event Purchaser terminates the Contract in accordance with the provisions of this Addendum, the Contract Deposit shall be forthwith returned to Purchaser subject to rules and regulations applicable to Escrow Agent, the 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 Deposits.

Seller hereby agrees to provide access to the Property upon reasonable prior notice for purposes of the above inspection(s). Any damage caused to the Property as a result of the inspection or risk assessment shall be Purchaser's responsibility.

Seller: [Signature] 6/7/25
(Signature) Date

Purchaser: Ellis Grubman [Signature] 6/7/25
: (Signature) Date
dotloop verified
06/05/25 9:10 PM CEST
MPMB-XPQK-3UAQ-ISQ9

Seller: [Signature] 6-7-25
(Signature) Date

Purchaser: _____
: (Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
: (Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
: (Signature) Date

Blitzer, Brandon

To Ellis Grubman (President of Big Spruce Fiduciary Management),

On behalf of Big Spruce Fiduciary Management Corp. as Trustee of the CM RG Marital Trust under agreement dated October 2, 2017 (the "Trust") and as the Trust's Certified Public Accountant, please allow this letter to serve as confirmation that sufficient funds exist to cover a property purchase up to \$7,900,000 without a financing contingency.

Dated: May 12, 2025



Brandon Blitzer

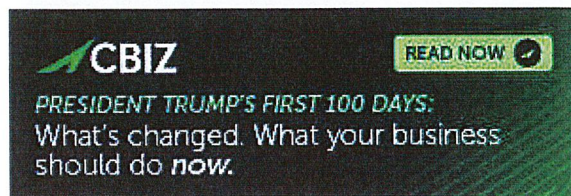
Director

CBIZ

Phone: (631) 414-4564 Cell: (516) 398-9028



68 South Service Road, Suite 300 | Melville | NY | 11747



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Vermont Mandatory Flood Disclosure



Date Prepared: 02/21/2025

Seller's Name(s): _____

Property Address: 396 Ross Hill Road, Morristown, VT 05661
StreetCity/Town

27 V.S.A. § 380 requires all Sellers of real property in Vermont to disclose the flood status of their property to the Purchaser. The FEMA search engine can be found at <https://msc.fema.gov/portal/home>.

Descriptions of FEMA's flood hazard areas can be found at <https://www.fema.gov/glossary/flood-zones>.

1	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Special Flood Hazard Area?	☐ Yes	☒ No
2	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Moderate Flood Hazard Area?	☐ Yes	☒ No
3	Has the real property been subject to flooding or flood damage while the seller possessed the property, including flood damage from inundation or from flood-related erosion or landslide damage?	☐ Yes	☒ No
3a	If yes, please describe:		
4	Does the seller maintain flood insurance on the real property?	☐ Yes	☐ No

Seller has completed this form personally, reviewed the FEMA map and associated data themselves, and has not relied upon anyone else to provide this information.

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

Seller: 6/7/25
(Signature)(Date)

Seller:
(Signature)(Date)

Seller: 6-7-25
(Signature)(Date)

Seller:
(Signature)(Date)

Purchaser acknowledges receipt of this Disclosure

Purchaser: Ellis Grubman dotloop verified
06/05/25 9:09 PM CEST
06BL-QYK1-LVQC-2JBV
(Signature)(Date)

Purchaser:
(Signature)(Date)

Purchaser:
(Signature)(Date)

Purchaser:
(Signature)(Date)



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Required Federal Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular problem to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 396 Ross Hill Road, Morristown, VT 05661

Seller's Disclosure (initial applicable sections)

1. Presence of lead-based paint and/or lead based paint hazards:

a. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
none

b. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Seller:

a. Seller has provided the Purchaser with all available records and reports available pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial applicable sections)

3. Purchaser has received copies of all information listed above.

4. Purchaser has received the pamphlet *Protect Your Family from lead in Your Home*.

Seller's Initials

6-7-25
EL
02/25/25
1:40 PM EST
dotloop verified

Buyer's Initials

EMG
06/05/25
9:09 PM CEST
dotloop verified

Purchaser has:

a. Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

	
06/05/25 3:09 PM CEST dotloop verified	

b. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

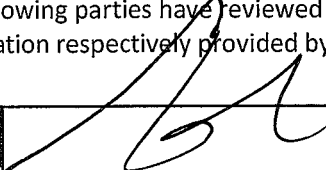
Agent's Acknowledgement (initial)

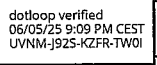


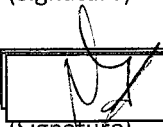
Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information respectively provided by each of them is true and accurate.

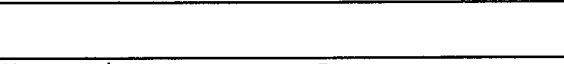
Seller:  6/7/25 
(Signature) Date

Purchaser:  
(Signature) Date

Seller:  6-7-25 
(Signature) Date

Purchaser: 
(Signature) Date

Seller: 
(Signature) Date

Purchaser: 
(Signature) Date

Seller: 
(Signature) Date

Purchaser: 
(Signature) Date



SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER



Date Prepared: 2-22-24

Seller's Name(s): Eric Lande

Physical Property Address: 396 Ross Hill Road Morristown
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?	☐ YES	☒ NO	☐ DON'T KNOW
(b)	Do you know of any sliding, settling, subsidence, earth movement, upheaval or earth stability problems that have affected the Property?	☐ YES	☒ NO	☐ 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?	☐ YES	☒ NO	☐ DON'T KNOW
(d)	Do you know of any past or present drainage, high water table, or flood problems affecting the Property?	☐ YES	☒ NO	☐ DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	☒ YES	☐ NO	☐ DON'T KNOW
(f)	If the answer to (e) above is "No," how is the road serving the property maintained? ☐ Road Maintenance Agreement ☐ Homeowners/Road Association ☐ Shared Driveway Other (explain): _____ Annual Cost(s): _____			
(g)	Are there public or private landfills or dumps (compacted or otherwise) on the Property or on any abutting property?	☐ YES	☒ NO	☐ DON'T KNOW

Seller's Initials

EL LD

Purchaser's Initials

(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: _____	☒ YES	☐ NO	☐ DON'T KNOW
(i)	Have there been any underground fuel storage tanks on the Property in the past? If "Yes," have they been removed? <u>NO</u> When? _____ By whom? _____	☒ YES	☐ NO	☐ DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	☒ YES	☐ NO	☐ DON'T KNOW
(k)	Are the boundary lines of the Property marked in any way? If "Yes," how are they marked? _____	☒ YES	☐ NO	☐ DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? _____ By whom? _____	☒ YES	☐ NO	☐ DON'T KNOW
(m)	Are copies of any of the following available? ☒ Site Plan ☒ Survey ☒ Tax Map ☐ Subdivision Plan/Sketch	☒ YES	☐ NO	☐ DON'T KNOW
(n)	Are there any easements or rights of way affecting the Property?	☐ YES	☒ NO	☐ DON'T KNOW
(o)	Are there any boundary line disputes, claims of adverse possession, encroachments, or zoning set back violations affecting the Property?	☐ YES	☒ NO	☐ DON'T KNOW

Further explanation of any of the above: Old vehicle fuel dispenser kept as "antique" has an underground fuel tank.

2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	Heating System (check all that apply): ☐ Base Board ☒ Hot Air ☒ Radiant ☐ Heat Pump ☐ Direct ☐ Vent ☐ Steam Other (explain): _____ Age of Furnace/Boiler: _____ ☐ Don't Know Primary Fuel Type: ☒ Oil ☐ Natural Gas ☐ Propane ☐ Electric ☐ Wood ☐ Wood Pellet ☐ Coal ☐ Solar ☐ Geothermal ☐ Other (explain) _____ Primary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: <u>Barinas</u> Secondary Fuel Type: ☐ Oil ☐ Natural Gas ☐ Propane ☐ Electric ☐ Wood ☐ Wood Pellet ☐ Coal ☐ Solar ☐ Geothermal ☐ Other (explain) _____ Secondary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: _____ If propane, who owns propane tank? ☐ Owner ☐ Propane Supplier ☐ Association Property used: ☐ Full Time ☐ Seasonally <i>Fuel consumption may vary by user, number of occupants and weather conditions.</i>			
(b)	Air Conditioning: ☒ YES ☐ NO If "Yes," describe type and number of units (central, heat pump, window, etc.) <u>central</u>			
(c)	Hot Water System (check all that apply): ☒ Hot Water Tank ☐ Domestic/Off Boiler ☐ On Demand ☐ Heat Pump Water Heater Age of Hot Water System: _____ ☒ Don't Know Fuel Type: ☒ Oil ☐ Electric ☐ Natural Gas ☐ Propane ☐ Coal ☐ Solar ☐ Wood Pellet ☐ Other _____ Hot Water Tank is: ☒ Owned ☐ Rented If rented, from whom: _____ Monthly rental fee: \$ _____			
(d)	Alternative Energy System(s) (check all that apply): ☐ Solar ☐ Wind ☐ Hydroelectric ☐ Geothermal ☐ Unknown Energy returned to grid: ☐ YES ☐ NO Owned or Leased: _____			
(e)	Electrical System: Electrical service panel has: ☐ Fuses ☒ Circuit Breakers ☐ Other (explain) _____ Annual electricity usage: \$ _____ Date Range: _____ Electric utility provider: <u>Vermont Electric Coop</u> Property used: ☐ Full ☐ Time Seasonally <i>Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions.</i> Main Breaker Amperes: _____ Amps ☒ Don't Know			
(f)	Has a Vermont Home Energy Profile been created? If yes, when? _____ By whom? _____	☐ YES	☐ NO	☒ DON'T KNOW
(g)	Are you aware of any problems or conditions that affect any of the above systems? ☐ YES ☒ NO If "Yes," explain in detail: _____ _____ _____			

Seller's Initials

[Signature]

Purchaser's Initials

[Signature]

TELEPHONE/INTERNET/TELEVISION

(h)	Is landline telephone service present at the Property? ☐ YES ☒ NO If "Yes," current provider: _____
(i)	Is cellular telephone service available at the Property? ☒ YES ☐ NO If "Yes," list available providers: <u>SATLINK XT4T</u>
(j)	Is internet service available at the Property? ☒ YES ☐ NO If "Yes," current provider: <u>SATLINK</u> If "Yes," service is: ☐ Dial Up ☐ Broadband ☒ Cable Satellite ☐ DSL ☐ Fiber Optic
(k)	Is television service available at the Property? ☒ YES ☐ NO If "Yes," current provider: <u>DIRECT TV + DISH</u> If "Yes," source is: ☐ Antenna ☐ Cable ☐ Satellite ☐ DSL ☐ Fiber Optic <u>DISH MOUNTED</u>

OTHER EQUIPMENT AND APPLIANCES

(l)	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 ☐ Mini Split ☐ Compost Bin ☐ Wood/Gas/Pellet/Other Stove (describe): _____ ☐ OTHER: _____ List additional equipment and appliances, including any AC units, that will be excluded from the sale of the Property: 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: _____
-----	--

3. STRUCTURAL COMPONENTS

Type of construction (check all that apply) ☐ Manufactured ☐ Modular ☒ Wood Frame ☐ Other (describe): _____
Age of Building(s): Main Bldg. <u>18th c.</u> Additions to Main Bldg. <u>10 yr</u> Additional Building(s): (a) <u>AP</u> (b) _____
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? ☒ Yes ☐ No If "Yes," please explain: <u>Addition to main house around 2014</u>
If "yes," did you obtain all necessary permits and approvals for such work? ☒ Yes ☐ No ☐ Don't know
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:

Seller's Initials

--	--	--	--

Purchaser's Initials

--	--	--	--

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: slight seepage, cleared up on its own. no mold

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 recurred?

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

Approximate age of roof? _____

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

If "Yes," explain: _____

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

If "Yes," when? about 10 years ago

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 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 ☐ Driven Point Well ☐ On-site ☐ Off-site

☐ Drilled Well ☒ Dug Well ☐ Spring ☐ Lake/Pond ☐ None ☐ Don't Know ☐ Other

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

Age of Water System: _____

If Drilled Well: Drilled by: _____ Tag #: _____ Depth: _____

Gallons Per Minute (at time of driller's report): _____ Date of driller's report: _____

What is the annual cost for municipal water \$ _____ Date Range: _____ Metered ☐ YES ☒ NO

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: _____

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: _____

Does the water have any odor, bad taste, cloudiness or discoloration? ☐ YES ☒ NO If "Yes," describe in detail: _____

Describe in detail any other problems you have had with your water system, including water quality or quantity: _____

Seller's Initials

[Signature]

Purchaser's Initials

[Signature]

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	☐ Shared ☐ 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: _____	
What is the annual cost of municipal sewer? \$ _____	Date Range: _____
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? _____
If required by a State of Vermont wastewater permit, have required periodic maintenance/inspections been completed ☐ Yes ☐ No	
If so, date of most recent service _____	Cost: \$ _____ By whom: _____
To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☒ NO If "Yes," describe in detail: _____	
Has the property been occupied as a primary residence for at least 181 days during any one calendar year between December 31, 1986 and December 31, 2006? ☒ YES ☐ NO ☐ DON'T KNOW	

6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a) Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? _____	☒ YES	☐ NO	
(b) Are any property or development rights (e.g. conservation easements to Land Trusts, etc.) owned by others? If "Yes," by whom: _____	☐ YES	☒ NO	
(c) Is property enrolled in Vermont's Current Use program?	☒ YES	☐ NO	
(d) Has Seller received written notice of any violations of local, state or federal laws, building codes and/or zoning ordinances affecting the Property?	☐ YES	☒ NO	
(e) Are there any property tax abatements, land use value appraisal, land use tax stabilization agreements or other special property tax arrangements applicable to the Property? If yes, explain: _____	☐ YES	☒ NO	☐ DON'T KNOW
(f) If the house was built after December 31, 1997, is a Residential Building Energy Standard (RBES) certification available?	☐ YES	☐ NO	☐ DON'T KNOW
(g) Has Seller received notice that the Property will be reassessed by any taxing authority during the next 12 months?	☐ YES	☒ NO	
(h) Does the property have Urea-Formaldehyde Foam Insulation?	☐ YES	☐ NO	☒ DON'T KNOW
(i) Does the Property have Asbestos and/or Asbestos Materials in the siding, walls, plaster, flooring, insulation, heating system?	☐ YES	☐ NO	☒ DON'T KNOW

Seller's Initials

[Signature]

[Signature]

[Signature]

[Signature]

Purchaser's Initials

[Signature]

[Signature]

[Signature]

[Signature]

(j)	Has the Property been tested for Radon Gas? If "Yes," when? _____ By whom? _____ Results: _____	☐ YES	☐ NO	☒ DON'T KNOW
(k)	Has paint containing lead been used on the Property?	☐ YES	☐ NO	☒ DON'T KNOW
(l)	Does the Property have evidence of mold? If "Yes," what has been done about the mold? _____	☐ YES	☒ NO	☐ DON'T KNOW
(m)	Are you aware of any off-site conditions in your neighborhood/community that could 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: _____	☐ YES	☒ NO	
(n)	Is there any infestation by pests that affect the property? If "Yes," explain: _____	☐ YES	☒ NO	☐ DON'T KNOW
(o)	Do you have any knowledge of any damage to the Property caused by pests?	☐ YES	☒ NO	☐ DON'T KNOW
(p)	Is the Property currently under warranty or other coverage by a pest control company?	☐ YES	☒ NO	☐ DON'T KNOW
(q)	Do you know of any termite/pest control reports or treatments for the Property in the last five years?	☐ YES	☒ NO	☐ DON'T KNOW
(r)	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? ☐ Yes ☐ No	☒ YES	☐ NO	☐ DON'T KNOW
(s)	Further explanation of answers to any of the above: <i>Cameras in main table</i>			

7. CONDOMINIUMS/SUBDIVISIONS/HOMEOWNERS' ASSOCIATIONS

(a)	Is the Property part of a condominium or other common interest ownership association or is it subject to covenants, conditions and restrictions (CC&R's)? If "Yes," Condo docs or CC&R's attached?	☐ YES	☒ NO	
(b)	Is there any defect, damage, or problem with any common elements or common areas? If "Yes," describe below.	☐ YES	☒ NO	☐ DON'T KNOW
(c)	Is there any condition or claim which may result in an increase in assessment or fees? If "Yes," describe below.	☐ YES	☒ NO	☐ DON'T KNOW
(d)	Are pets allowed? If yes, what is allowed? <i>Cats & dogs</i>	☒ YES	☐ NO	☐ DON'T KNOW
(e)	Are there any rental restrictions?	☐ YES	☒ NO	
(f)	Are there any homeowners' association dues associated with the Property? If "Yes," amount: \$ _____ ☐ Monthly ☐ Quarterly ☐ Yearly	☐ YES	☒ NO	
(g)	Are there any special assessments on the Property? If "Yes," amount: \$ _____ ☐ Monthly ☐ Quarterly ☐ Yearly Purpose of special assessments: _____ Years or term remaining on any outstanding special assessments: _____	☐ YES	☒ 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.	☐ YES	☒ NO	☐ 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.	☐ YES	☒ NO	☐ DON'T KNOW
(j)	Contact person/manager for condominium/homeowner association: Name: _____ Phone number/e-mail: _____			

Further explanation of any of the above:

None is not relevant as the property is owned entirely

Seller's Initials

<i>[Signature]</i>			
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Purchaser's Initials

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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:

- Each house has its own generator maintained by Brook Field. The main house, a Kohler, services all electricity in the house, both stables and Arena. The generator at the guest house - a Briggs & Stratton, services that house alone (recently installed).
- John Deere 4x4 Tractor w/ Snowplow attachment
- John Deere Gator 4x4
- grader for arena footing
- hay steamed

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.

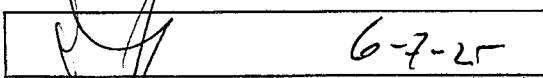
BUYER/PROSPECTIVE BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REPORT ON THE DATE SET FORTH BELOW. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THIS REPORT PROVIDES INFORMATION ABOUT THE PROPERTY MADE BY THE SELLER AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR ANY REAL ESTATE AGENT. 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:  2.22.24
(Signature) (Date)

Purchaser: _____
(Signature) (Date)

Seller:  6/7/25
(Signature) (Date)

Purchaser: _____
(Signature) (Date)

Seller:  6-7-25
(Signature) (Date)

Purchaser: _____
(Signature) (Date)

Seller: _____
(Signature) (Date)

Purchaser: _____
(Signature) (Date)