



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
Jim Mahoney		deadbass45@yahoo.com
Kate Mahoney		katemahoneyvt@yahoo.com

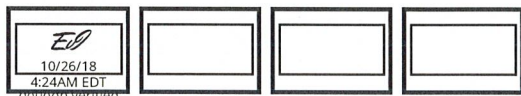
Seller's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Erich Von Ibsch		

- Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between:
Erich Von Ibsch (Seller) and
Jim Mahoney and Kate Mahoney (Purchaser).
 Purchaser agrees to purchase and Seller agrees to sell the Property described herein at the price and on the terms and conditions stated in this Contract.
- Total Purchase Price:** three hundred eighty-nine thousand dollars U.S. Dollars (\$389,000)
- Contract Deposit:** \$ 4,000 (U.S. Dollars) as evidenced by ☒ **Personal check** ☐ **Bank check** ☐ **Cash** ☐ **Wire transfer**
Additional Contract Deposit of \$4,000 (U.S. Dollars) is due within 5 calendar days after the Contract Date set forth in Section 30. 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. All Contract Deposits shall be held by: _____ ("Escrow Agent"). If no binding Contract is created by the Contract Date or if Purchaser withdraws any pending offer prior to Seller's acceptance of that offer and notification thereof, all Contract Deposits shall be promptly returned to Purchaser.
- Description of Real Property:** For purposes of this Contract, the Property is described as follows:
 - Property Address: 53 Julianne Ln Cambridge; and/or
 Street City/Town
 - Seller's Deed recorded in Volume 238 at Page(s) 484-486 of the Cambridge Land Records; and/or
 - Parcel ID Number: 00050332-03.00; and/or
 - SPAN Number: 12303812212
 - The Property is further described as: _____

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.

- Closing:** Closing and transfer of title shall occur on 11/30/2018 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.**

Seller's Initials



Purchaser's Initials



6. **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 80 % of the purchase price for a term of 30 years at an interest rate not higher than variable % 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 5 calendar days after this Contract is executed by Seller and Purchaser and notice thereof is provided to Purchaser in the manner required by Section 29**, submit a complete and accurate application for first mortgage financing to at least one mortgage lender or mortgage broker currently providing or placing 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 11/21/2018**, Purchaser (but not Seller) shall have the right to **TERMINATE** this Contract, provided Purchaser gives Seller written notification thereof, together with a copy of the lender's denial letter or letter from the lender explaining the reasons for Purchaser's inability to obtain such financing, **within four (4) calendar days after the above date in the manner required by Section 29**. If Purchaser fails to do so, Purchaser's right to terminate this Contract on account of the Financing Contingency is waived.

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

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

A. Purchaser ☒ **has** ☐ **has not** consulted with a mortgage lender or mortgage broker about mortgage financing as of the date of Purchaser's offer.

B. Purchaser has obtained a mortgage lender's pre-approval or pre-qualification letter. ☒ **Yes** ☐ **No**.

If Purchaser's obligation to close **IS NOT** subject to a financing contingency, Purchaser represents to Seller that Purchaser has sufficient cash or liquid assets to close on the purchase of the Property.

7. **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**.

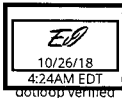
8. **Property Inspection Contingency:** Purchaser's obligation to close under this Contract ☒ **is** ☐ **is not** subject to a property inspection contingency. If this Contract is subject to a property inspection contingency, the parties must execute a **Property Inspection Contingency Addendum** which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

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

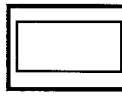
10. **Special Conditions:**

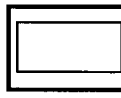
11. **Condominium/Common Interest Community:** If the Property is a condominium unit, part of a common interest community, planned community, planned unit development (PUD) or other property subject to the Vermont Common Interest Ownership Act, a Common Interest Ownership Addendum is required. Common Interest Ownership Addendum attached. ☐ **Yes** ☒ **No**.

Seller's Initials

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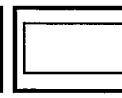


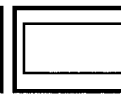


Purchaser's Initials

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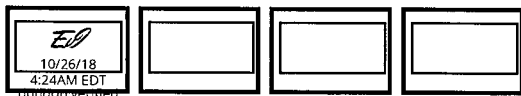
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12. **State and Local Permits:** The parties acknowledge that certain state and local permits may govern the use of the Property. To the best of Seller's knowledge, the Property is in compliance with any existing permits. Further, Seller has not received notice of violation(s) of any State or Local permit that has not been cured or resolved, unless otherwise disclosed in writing.
13. **Limitation of Liability:** *Seller and Purchaser agree that the real estate broker(s) identified in Section 31 have provided both Seller and Purchaser with benefits, services, assistance and value in bringing about this Contract. In consideration thereof, and in recognition of the relative risks, rewards, compensation and benefits arising from this transaction to the real estate broker(s), Seller and Purchaser each agree that no broker, or any of its agents, associates or affiliates, shall, in any event, be liable to either Purchaser, Seller or both, either individually or jointly and severally, in an aggregate amount in excess of the compensation paid to such broker on account of this transaction or \$5,000, whichever is greater, by reason of any act or omission, including negligence, misrepresentation, error or omission, or breach of any undertaking whatsoever, except for an intentional or willful act. This limitation shall apply regardless of the cause of action or legal theory asserted against the real estate broker(s) unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature whatsoever from any cause or causes, except intentional or willful acts, so that the total aggregate liability of any real estate broker identified in Section 31 hereof shall not exceed the amount set forth herein. Seller and Purchaser each agree that there is valid and sufficient consideration for this limitation of liability and that the real estate broker(s) are the intended third-party beneficiaries of this provision.*
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 26 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 29 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

Seller's Initials



Purchaser's Initials



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 excepted 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

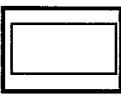
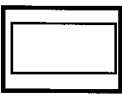
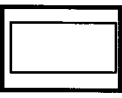
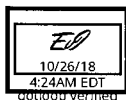
for Closing, whichever is later, Seller is unable to convey marketable title free and clear of such encumbrances or defects, Purchaser may terminate this Contract, and, if so, shall receive all Contract Deposits and, in addition, may pursue all legal and equitable remedies provided by law, including any damages incurred after the thirty (30) day period referred to above.

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 29 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 29 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.

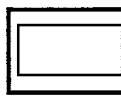
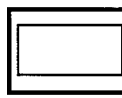
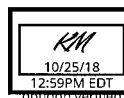
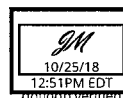
21. Contract Deposits: At Closing and transfer of title, Escrow Agent shall disburse all Contract Deposits. In the event Purchaser terminates this Contract under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund all Contract Deposits to Purchaser in accordance with laws and regulations applicable to Escrow Agent. 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 that it demands to mediate the dispute under Section 23 of this Contract. **If such demand to mediate is not sent within twenty-one (21) calendar days from the date written notice of a claimed default was sent, the failure to send such demand to mediate shall constitute authorization and permission under this Contract for Escrow Agent to pay all Contract Deposits to the party claiming default and demanding the Contract Deposits without further notice, documentation or authorization from either Seller or Purchaser.** Payment of all Contract Deposits by the Escrow Agent under such circumstances shall constitute the final resolution and disposition of all Contract Deposits. 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. In the event the dispute over all Contract Deposits is not resolved by mediation, Escrow Agent shall continue to hold all Contract Deposits in escrow or may, at any time, pay all Contract Deposits into court for the purpose of determining the rights of the parties to 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).

Seller's Initials

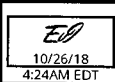


Purchaser's Initials

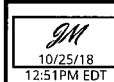


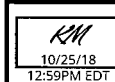
- 23. Mediation of Disputes:** In the event of any dispute or claim arising out of or relating to this Contract, to the Property, or to the services provided to Seller or Purchaser by any real estate agent who brought about this Contract, it is agreed that such dispute or claim shall be submitted to mediation prior to the initiation of any lawsuit. The party seeking to mediate such dispute or claim shall provide notice to the other party and/or to the real estate agent(s) with whom mediation is sought and thereafter the parties and/or real estate broker(s) with whom mediation is sought shall reasonably cooperate and agree on the selection of a mediator. A party or real estate broker not involved in the dispute or claim shall not be required to participate in the mediation. The real estate agent(s) who brought about this Contract can be of assistance in providing information as to sources for obtaining the services of a mediator. Unless otherwise agreed to in writing, the parties and any real estate agent(s) involved in the mediation shall share the mediator's fee equally. Seller, Purchaser and the real estate agent(s) who brought about this Contract acknowledge and understand that, although utilizing mediation in an effort to resolve any dispute or claim is mandatory under this Contract, the function of the mediator is to assist the parties involved in the mediation in resolving such dispute or claim and not to make a binding determination or decision concerning the dispute or claim. This provision shall be in addition to, and not in replacement of, any mediation or alternative dispute resolution system required by an order or rule of court in the event the dispute results in a lawsuit. **In the event a lawsuit is initiated without first resorting to mediation as required by this Section, any party or real estate agent named in Section 31 of this Contract shall be entitled to reimbursement of the reasonable cost of attorney's fees or other expenses arising out of such lawsuit until the mediation required by this Section occurs.**
- 24. 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.
- 25. Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on 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.
- 26. Closing Adjustments:**
- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** The net amount of the above adjustments shall be added to or deducted from the amount due to or owed by Seller at Closing.
- 27. 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.
- 28. 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.
- 29. 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.

Seller's Initials

 10/26/18
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dotloop verified

Purchaser's Initials

 10/25/18
12:51PM EDT
dotloop verified

 10/25/18
12:59PM EDT
dotloop verified

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

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

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

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

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

<u>Pall Spera Company Realtors-Stowe</u>		<u>George Nelson</u>	
Agency		Agent	
<u>1800 Mountain Rd, Stowe, VT 05672</u>			
Street Address/P.O. Box	City/Town	State	Zip
<u>george.nelson@pallspera.com</u>			
Email		Fax No.	

☐ **Broker's Agency/Agent**, if any, or

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

<u>Coldwell Banker Hickok and Boardman</u>		<u>Michelle Desautels</u>	
Agency		Agent	
<u>346 Shelburne Road, Burlington, VT 05401</u>			
Street Address/P.O. Box	City/Town	State	Zip
<u>michelle@desautelsvt.com</u>			
Email		Fax No.	

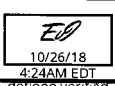
30. Contract Date. No binding contract shall be created or deemed to exist between Seller and Purchaser unless all terms and conditions of any offer(s) and/or counteroffer(s), including any addenda or supplemental conditions are agreed to in writing, **signed** (with any changes **initialed**) by **both** Seller and Purchaser and **notification** thereof provided in the manner required by Section 29 not later than 10/26/2018 5 ☐ A.M. ☒ P.M. EST/EDT which shall constitute the

Contract Date regardless of the date(s) the Contract is signed by Seller and Purchaser. The **Contract Date** shall be the commencement date for computing any time periods in this Contract and any addenda or supplemental condition(s) 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.** Any document or notice required to be in writing shall be effective if signed by actual or electronic signature that complies with Federal and Vermont electronic signature laws. If a document or notice is required to be signed by a party or to be in writing, electronic transmissions that do not comply with such electronic signature laws are not effective.

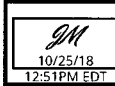
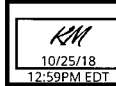
31. Efforts of Agent(s): Seller and Purchaser agree that the Agency/Agent(s) named in Section 29, and their respective efforts, brought about this Contract.

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

Seller's Initials

			
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Purchaser's Initials

			
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33. Time is of the Essence: Time is of the essence with respect to all obligations and undertakings of Seller and Purchaser under this Contract **including the 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.

34. Purchaser acknowledges receipt of the following documents:

- ☒ Vermont Real Estate Commission Mandatory Consumer Disclosure
- ☒ Vermont Department of Health – Pamphlet – “Testing Drinking Water From Private Water Supplies” (if the Property is served by a private water system)
- ☒ Efficiency Vermont - Pamphlet – “Home Energy Information”

PURCHASER’S AGREEMENT TO PURCHASE

Purchaser: *Jim Mahoney* dotloop verified
10/25/18 12:51 PM
EDT
FBBF-5ZLE-HJJ1-1UZU
(Signature) Date and Time (EST/EDT)

Purchaser: *Kate Mahoney* dotloop verified
10/25/18 12:59 PM EDT
YPN3-HPVD-JTU1-XKG5
(Signature) Date and Time (EST/EDT)

Purchaser:
(Signature) Date and Time (EST/EDT)

Purchaser:
(Signature) Date and Time (EST/EDT)

SELLER’S AGREEMENT TO SELL

Seller: *Erich von Ibsch* dotloop verified
10/26/18 4:24 AM EDT
EC6T-5AHY-K4HE-PM8T
(Signature) Date and Time (EST/EDT)

Seller:
(Signature) Date and Time (EST/EDT)

Seller:
(Signature) Date and Time (EST/EDT)

Seller:
(Signature) Date and Time (EST/EDT)

ADDENDUM TO PURCHASE AND SALE CONTRACT – SUPPLEMENTAL CONDITIONS

In reference to a Purchase and Sale Contract between:

Jim Mahoney and Kate Mahoney, Purchaser(s) and

Erich Von Ibsch, Seller(s), for the purchase and

sale of Property located at 53 Julianne Ln, Cambridge, VT 05444

The parties' obligation to close on the above referenced Purchase and Sale Contract is subject to satisfaction of the following conditions set forth herein that have been agreed to by both Seller(s) and Purchaser(s):

Conditions (Check only those that apply)

The Contract Date is 10/26/2018
(Insert date from Section 30 of Contract)

☐ **Attorney Review:** Purchaser's and Seller's obligation to close under this Contract is contingent upon a Vermont attorney selected by Purchaser(s) and/or Seller(s) respectively to review the terms and provisions of this Contract, other than price. If as a result of the Attorney Review, Purchaser(s) or Seller(s) desire to terminate this Contract, Purchaser(s) or Seller(s) shall have the right to do so by written notice not later than _____ calendar days from the **Contract Date**.

☒ **Personal Property:** In consideration of entering into the above Purchase and Sale Contract, Seller(s) shall convey and deliver to Purchaser(s) the following personal property or fixtures for no monetary value and for no additional consideration beyond the purchase price set forth in the Contract:

Dishwasher, Dryer, Freezer, Microwave, Oven - Double, Washer, Refrigerator

All such property shall be transferred free and clear of all liens, attachments and encumbrances. All such items shall be conveyed "AS IS" and in the condition represented at the time of this Contract and as disclosed in the Seller(s)'s Property Information Report if applicable. Seller(s) makes no express or implied warranties of any nature relating to the sale of these items including warranties of merchantability and/or fitness for particular purpose. Purchaser(s) acknowledges that Seller(s) is not a merchant with respect to these items.

☒ **Appraisal:** Purchaser(s)'s obligation to close under this Contract is contingent upon receiving an appraisal from a licensed Vermont appraiser stating that the fair market value of the Property in its current condition is at or above the purchase price set forth in this Contract. An appraisal performed by an appraiser engaged by Purchaser's financial institution shall qualify for this contingency. If the Property does not appraise at or above the purchase price set forth in the Contract, Purchaser(s) may terminate this Contract by written notice no later than 11/19/2018.

☐ **Contingent Sale:** Purchaser(s) obligation to close under this Contract is contingent upon Purchaser(s) completing the sale of their current residence at _____, not later than _____. Said property is: ☐ currently under Contract for sale ☐ not currently under Contract for sale. If said property is NOT currently under Contract for sale, Purchaser(s) shall have until _____ to enter into a bona fide Purchase & Sale Contract on said property. If the Contract for the sale of Purchaser(s)'s property is terminated, revoked, canceled, or otherwise not in effect after the execution of this Contract, Seller(s) or Purchaser(s) may terminate this Contract by giving written notice to the other on or before the date indicated in this contingency.

☐ **Release / Kickout:** In the event Purchaser's obligation to close under this Contract is subject to the sale of Purchaser's current residence (see box checked above), Seller(s) and Purchaser(s) agree that the Property will continue to be marketed. In the event Seller(s) accepts or desires to accept another offer for the purchase of the Property, Seller(s) shall send written notice that in the event Purchaser(s) does not unconditionally release and waive the condition of the sale of Purchaser(s)'s current residence by notification in writing to Seller(s) within _____ calendar days, this Contract shall be deemed terminated and of no force and effect. In such an event, Purchaser(s) shall promptly receive all Contract Deposit(s) and Seller(s) and Purchaser(s) shall be released from any and all obligations under this Contract.

 
Purchaser(s)'s Initials
10/25/18 12:11PM EDT
dotloop verified


Seller(s)'s Initials
10/26/18 1:33PM EDT
dotloop verified

ADDENDUM TO PURCHASE AND SALE CONTRACT – SUPPLEMENTAL CONDITIONS

- ☐ **Suitable Housing:** Seller(s) obligation to close under this Contract is contingent upon Seller(s) entering into a Purchase and Sale Contract for a suitable replacement residence or entering into a rental Contract for a lease of a replacement residence not later than _____ and obtaining a commitment satisfactory to Seller(s) from a financial institution for the financing of the purchase of the replacement residence not later than _____. Seller(s) may terminate this Contract by providing written notice to Purchaser(s) on or before the dates indicated in this contingency of their inability to find and/ or finance suitable housing, if applicable.
- ☒ **Seller(s)' Property Information Report (SPIR):** Check applicable box:
☒ Purchaser(s) has received, reviewed and is satisfied with the information concerning the Property set forth on Seller(s)'s SPIR.
☐ Purchaser(s)'s obligation to close is contingent upon Purchaser(s)'s receipt, review and satisfaction with Seller's SPIR concerning the Property. Purchaser(s) shall have the right to terminate this Contract based upon Purchaser's review of the SPIR by written notice sent not later than _____ calendar days from the **Contract Date**.
- ☐ **Seller(s)'s Contribution to Purchaser(s)'s Closing Costs:** At closing, Seller(s) agrees to make a contribution to reimburse Purchaser(s) in an amount up to ☐ \$ _____ or ☐ _____ % (percent) of the purchase price (check only one), for Purchaser's closing costs, including, but not limited to, finance costs, points, origination fees, pre-pays, Closing Adjustments under Section 26 of the Contract, Purchaser's attorney's fees and any Buyer's Agent fees not otherwise paid under a cooperation agreement with Seller's Agent.
- ☒ **Cooperation Fee:** Coldwell Banker Hickok & Boardman Realty accepts the cooperation fee of 3 % as offered by Seller(s) through their Listing agent in the MLS on the date of execution of this Contract.
- ☐ **Unrepresented Seller(s) only:** Seller(s) understands that Coldwell Banker Hickok & Boardman Realty represents the Purchaser(s). For the convenience of the transaction Seller(s) will make available and pay to Purchaser(s) at closing _____ % of the sale price to reimburse Purchaser(s) for fees owed by Purchaser(s) to Coldwell Banker Hickok & Boardman Realty.
- ☐ **Other:** _____

All notices regarding any termination of the Contract shall be sent in writing in accordance with Section 29 of the Contract within the time period(s) set forth above. Failure to provide such notice by the required date shall constitute a waiver of the right to terminate. In the event the Contract is terminated by either party in accordance with this Addendum, the Contract Deposit shall forthwith be 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(s) and Purchaser(s) agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits.

This addendum constitutes a part of the above-referenced Purchase and Sale Contract. All terms and conditions set forth in the Purchase and Sale Contract shall remain as set forth except as may be modified in this addendum or any other written addendum to the contract.

Jim Mahoney
 Purchaser(s) _____ Date _____
dotloop verified
 10/25/18 11:51AM EDT
 9XMK-YBZM-ENHT-W4YH

Erich von Ibsch
 Seller(s) _____ Date _____
dotloop verified
 10/26/18 1:33PM EDT
 VPJX-CZWI-CYQ5-TNQS

Kate Mahoney
 Purchaser(s) _____ Date _____
dotloop verified
 10/25/18 12:11PM EDT
 LA8J-XDD2-IWH3-LZUG

 Seller(s) _____ Date _____

 Purchaser(s) _____ Date _____

 Seller(s) _____ Date _____

 Purchaser(s) _____ Date _____

 Seller(s) _____ Date _____

ADDENDUM TO PURCHASE AND SALE CONTRACT - INSPECTIONS

In reference to a Purchase and Sale Contract between:

Jim Mahoney and Kate Mahoney, Purchaser(s) and

Erich Von Ibsch, Seller(s), for the purchase and

sale of Property located at 53 Julienne Ln, Cambridge, VT 05444:

The parties' obligation to close on the above referenced Purchase and Sale Contract is subject to satisfaction of the following conditions set forth herein that have been agreed to by both Seller(s) and Purchaser(s):

INSPECTIONS – check only that apply

The Contract Date is 10/26/2018
(Insert date from Section 30 of Contract)

☒ **Property Inspection(s):** Purchasers may obtain an inspection or inspections of the Property by an independent property inspector(s) selected and paid for by Purchasers. The inspection(s) may include, but shall not be limited to structural, mechanical, electrical, heating, plumbing, roof, foundation, water or septic/wastewater systems or improvements on the property. All inspections shall be fully performed and completed, including results of all tests conducted as part of such inspection(s) not later than 14 calendar days after the **Contract Date**.

☒ **Radon:** Purchasers, at their sole expense, shall have a radon air and/or radon water test completed on the property and shall receive a written report showing levels below acceptable EPA standards not later than 14 calendar days from the **Contract Date**.

☒ **Water Test:** Purchaser(s), at their sole expense, shall have a water test(s) completed and shall receive written confirmation that the water supply meets Vermont and/or Federal EPA standards not later than 14 calendar days from the **Contract Date** for:

☒ Bacterial Contaminants (including Total Coliform) ☒ Inorganic Chemicals ☒ Gross Alpha Screen

☒ **Heating Inspection:** Seller(s) at their sole expense, shall have the central heating system, furnace, boiler, wall heaters and/or central heating equipment (other than duct work) inspected and cleaned by a qualified service provider and will provide the Purchaser(s) with written notification of the results of such inspection and cleaning not later than 21 calendar days from the **Contract Date** demonstrating that the system is in satisfactory operating condition as of the date of such inspection. Alternatively, Seller(s) shall provide proof to Purchaser(s) of inspection and cleaning of the central heating, furnace, boiler, wall heaters and/or central heating equipment (other than duct work) performed within 6 months prior to the **Contract Date** demonstrating that the system is in satisfactory operating condition as of the date of such inspection. .

☒ **Septic Pumping:** Seller(s), at their sole expense, shall have the septic tank pumped and inspected by a septic service and will provide Purchaser(s) with written notification of the results of such pumping and inspection not later than 21 calendar days from the **Contract Date** demonstrating that the septic tank is in satisfactory operating condition as of the date of such pumping. Or alternatively, Seller(s) agrees to provide Purchaser(s) with written notification of pumping and inspection of the septic tank performed within six months prior to the **Contract Date** demonstrating that the septic tank is in satisfactory operating condition as of the date of such pumping.

☒ **Fireplace and /or Chimney Inspection:**

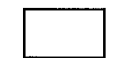
☒ Wood Burning Fireplace and/or Stove ☐ Gas Fireplace and/or Stove:

☐ Seller(s) or ☒ Purchaser(s), at their sole expense, shall have the chimney, vents and systems cleaned and inspected by a qualified Service technician and will provide the other party with written notification of the results of such cleaning and inspection demonstrating they are in satisfactory operating condition not later than _____ calendar days from the **Contract Date**. Alternatively, Seller shall provide proof of cleaning and inspection of the chimney, vents and systems demonstrating that they are in satisfactory operating condition by a qualified Service technician performed within 6 months prior to the **Contract Date**.




10/26/18
12:49PM EDT
dotloop verified


10/26/18
12:50PM EDT
dotloop verified




10/26/18
1:28PM EDT
dotloop verified







Purchaser(s)'s Initials

Seller(s)'s Initials

ADDENDUM TO PURCHASE AND SALE CONTRACT – INSPECTIONS

☐ **Fire Safety Inspection (Applies to public buildings only e.g. Condominiums, rental units and multi-family properties):**

Seller, at their sole expense, shall have the property inspected by the appropriate governmental authority and provide the written report to Purchaser by _____. The seller, at their sole expense, will bring the property into compliance as required in the report, prior to closing.

☐ **Other:** _____

☐ **Purchaser does not request any inspection.** Purchaser acknowledges the opportunity to request the inspections, tests and reviews set forth above and, after considering such opportunity, waives all rights to such inspections, tests, reviews or contingencies and agrees to hold Seller/s and all REALTORS® involved in this contract harmless from any claims for defects, deficiencies or inadequacies relating to the Property that could have been detected during any such inspection or review.

If the results of any inspection(s) obtained by Purchaser or the results of any inspection(s) provided by Seller as checked in the boxes above are not satisfactory to Purchaser, Purchaser shall have the right to terminate this Contract by written notice of such termination sent within **3 calendar days** after the time set forth in the inspection(s) condition or the date Seller provides the written report(s) of applicable inspections performed by Seller that are not satisfactory to Purchaser, whichever is applicable.

All notices regarding any termination of the Contract shall be sent in writing in accordance with Section 29 of the Contract within the time period(s) set forth above. Failure to provide such notice by the required date shall constitute a waiver of the right to terminate. In the event the Contract is terminated by either party in accordance with this Addendum-Inspections, the Contract Deposit shall forthwith be 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, the Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits.

This addendum constitutes a part of the above-referenced Purchase and Sale Contract. All terms and conditions set forth in the Purchase and Sale Contract shall remain as set forth except as may be modified in this addendum or any other written addendum to the contract.

Jim Mahoney dotloop verified
10/26/18 12:50PM EDT
WTMW-OCUL-0Z8P-CVZ8

Purchaser(s)

Date

Erich von Ibsch dotloop verified
10/26/18 1:28PM EDT
T1BC-YK0O-TJCZ-V4KM

Seller(s)

Date

Kate Mahoney dotloop verified
10/26/18 12:49PM EDT
CB2N-IVB1-BAAT-4SAU

Purchaser(s)

Date

Seller(s)

Date

Purchaser(s)

Date

Seller(s)

Date

Purchaser(s)

Date

Seller(s)

Date