



VermontRealtors®



PURCHASE AND SALE CONTRACT

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

Purchaser's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Michael A. Cirami	26 Braddock Pk, Boston, MA 02116	617-320-6087
Angela M. Cirami		

Seller's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Edward Grayson	887 Spruce Peak Rd, Stowe, VT 05672	
Alice Ann Grayson		

1. **Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between:
Edward Grayson and Alice Ann Grayson _____ (Seller) and
Michael A. Cirami and Angela M. Cirami _____ (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:** Two Million Eight Hundred Fifty Thousand U.S. Dollars (\$2,850,000.00)
3. **Contract Deposit:** \$ 10,000.00 (U.S. Dollars) as evidenced by ☐ Personal check ☐ Bank check ☐ Cash ☒ Wire transfer
Additional Contract Deposit of \$ 275,000.00 (U.S. Dollars) **is due within** 21 **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:
Pall Spera Co Realtors ("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.
4. **Description of Real Property:** For purposes of this Contract, the Property is described as follows:
A. Property Address: 887 Spruce Peak Rd Stowe, VT; and/or
Street City/Town
B. Seller's Deed recorded in Volume 761 at Page(s) 55-56 of the Stowe Land Records; and/or
C. Parcel ID Number: _____; and/or
D. SPAN Number: 621-195-11175
E. The Property is further described as:
Four bedroom, six bath home with attached 2 car garage situated on +/- 1.7 acres on Big Spruce/Spruce Peak Rd, Stowe, VT
- 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 05/01/2018 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

ARM	EDM		
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Purchaser's Initials

 01/13/18 7:24PM EST	 01/13/18 7:28PM EST		
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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 70 % of the purchase price for a term of 30 years at an interest rate not higher than market % fixed for the term of the loan or % variable on the date of closing with not more than 0 points to be paid at Closing. Purchaser agrees to act diligently to obtain such financing and shall, within calendar days after this Contract is executed by Seller and Purchaser and notice thereof is provided to Purchaser in the manner required by Section 29, submit a complete and accurate application for first mortgage financing to at least one mortgage lender or mortgage broker currently providing or placing 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 03/23/2018, 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:**

See addendum

as referred to mls listing (4640902) Mt. Mansfield Co. has a 30day right of first refusal.

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

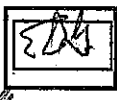

AAJ EDJ

Purchaser's Initials

ARC QMC

- 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



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Purchaser's Initials

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MRC 01/13/18 7:28PM EST

- 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

Purchaser's Initials

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

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

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

- A real estate broker representing Purchaser (**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 Co Realtors</u>		<u>Judy Foregger</u>	
Agency		Agent	
<u>1800 Mountain Rd, Stowe, VT 05672</u>			
Street Address/P.O. Box	City/Town	State	Zip
<u>judy.foregger@pallspera.com</u>			
Email		Fax No.	

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

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

<u>Beckwith Real Estate</u>		<u>Alison Beckwith</u>	
Agency		Agent	
<u>PO Box 1493 Stowe, VT 05672</u>			
Street Address/P.O. Box	City/Town	State	Zip
<u>alison@beckwithrealestate.com</u>		802-881-0690	
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 01/14/2018 4:00 ☐ 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

AS JD

Purchaser's Initials

MR MR

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: Michael M. Cirami dotloop verified
01/13/18 7:24PM EST
XLAJ-XIOO-D1K1-TKWH
(Signature) Date and Time (EST/EDT)

Purchaser: Angela M. Cirami dotloop verified
01/13/18 7:28PM EST
NXOH-DFOH-YWBO-LBOK
(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: Blair B. Drayson Jan. 14, 2018 3:41 PM
(Signature) Date and Time (EST/EDT)

Seller: Edward M. Gays Jan 14, 2018 3:41 pm
(Signature) Date and Time (EST/EDT)

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

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



504

MRC
01/13/18
7:24PM EST

01/13/18
7:28PM EST

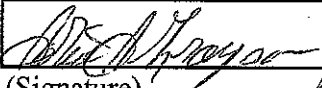
TIME IS OF THE ESSENCE as to the INSPECTION DEADLINE and any NOTICE OF PURCHASER'S TERMINATION of the Contract Pursuant to this Addendum.

If notice of Purchaser's decision to terminate the Contract based upon the results of the property inspection(s) is not provided to Seller as set forth in option A, B or C above, or if the inspection(s) is not fully performed and completed, including results of all tests conducted as part of such inspection(s), by the INSPECTION DEADLINE, this contingency shall be deemed waived and shall be of no further force and effect.

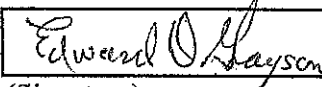
In the event Purchaser terminates this Contract in accordance with the provisions of this Property Inspection Contingency Addendum, all Contract Deposit(s) shall be forthwith returned to Purchaser subject to rules and regulations applicable to Escrow Agent, the Contract shall be terminated and shall 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 Deposit(s).

Any notices required to be sent under this Property Inspection Contingency Addendum shall be sent in accordance with Section 29 of this Contract.


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(s) shall be Purchaser's responsibility.


Seller:  Jan. 14, 2018
(Signature) Date


Purchaser:  dotloop verified
01/13/18 7:24PM EST
65HW-WLVF-5AZF-SQOH
(Signature) Date


Seller:  Jan 14, 2018
(Signature) Date

Purchaser:  dotloop verified
01/13/18 7:28PM EST
5MR4-VD6E-NPVF-LM00
(Signature) Date

Seller: 
(Signature) Date

Purchaser: 
(Signature) Date

Seller: 
(Signature) Date

Purchaser: 
(Signature) Date



LEAD-BASED PAINT ADDENDUM AND DISCLOSURES

Addendum to Purchase and Sale Contract between:

Edward Grayson and Alice Ann Grayson (Seller) and

Michael A. Cirami and Angela M. Cirami (Purchaser).

Property Location 887 Spruce Peak Rd Stowe, VT (Property)
Street City/Town

The Contract Date is 01/14/2018 (insert date from Section 30 of Purchase And Sale Contract).

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 29 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: *Edward Grayson* Jan 14 2018
(Signature) Date

Purchaser: *Michael A. Cirami* dotloop verified 01/13/18 7:24PM EST QYQD-F8LL-LXCQ-QOMJ
(Signature) Date

Seller: *Edward Grayson* Jan 14 2018
(Signature) Date

Purchaser: *Angela M. Cirami* dotloop verified 01/13/18 7:28PM EST DYAJ-51GX-TG18-VGYT
(Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
(Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
(Signature) Date



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ADDENDUM B TO PURCHASE AND SALE CONTRACT

Addendum to Purchase and Sale Contract between:

Edward Grayson and Alice Ann Grayson (Seller) and

Michael A. Ciriemi and Angela M. Ciriemi (Purchaser).

Property Location 887 Spruce Peak Rd Stowe, VT (Property)
Street City/Town

The Contract Date is 01/14/2018 (insert date from Section 30 of Purchase and Sale Contract).

This addendum is as follows:

Purchaser's and Seller's obligation to close under this contract is contingent upon a Vermont attorney selected and paid for by Purchaser and/or Seller to review the terms and provisions of this contract other than price. If as a result of the Attorney Review, Purchaser or Seller desire to terminate this contract, Purchaser or Seller shall have the right to do so not later than fourteen (14) business days from the Contract Date and not thereafter. Neither Seller nor Purchaser shall have any right to terminate this contract under this Attorney Review provision based on the price set forth in the contract.

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

Seller: *Alice Ann Grayson* Jan 14 2018
(Signature) Date

Purchaser: *Michael A. Ciriemi* dotloop verified 01/13/18 7:24PM EST SZV4-TORI-NAY-YIKP
(Signature) Date

Seller: *Edward Grayson* Jan 14, 2018
(Signature) Date

Purchaser: *Angela M. Ciriemi* dotloop verified 01/13/18 7:28PM EST SGIC-SYD5-RBQ4-VXZZ
(Signature) Date

Seller:
(Signature) Date

Purchaser:
(Signature) Date

Seller:
(Signature) Date

Purchaser:
(Signature) Date



EQUAL HOUSING
OPPORTUNITY

Addendum to Purchase and Sale Contract between:

Michael A. Cirami and Angela M. Cirami (Purchaser).

The Contract Date is 01/14/2018 (insert date from Section 30 of Purchase and Sale Contract).

Seller shall have the chimneys cleaned and inspected by a qualified chimney cleaning service and will provide Purchaser with written notification within 30 calendar days from the Contract Date that the chimneys are in satisfactory operating condition. Alternatively, Seller shall provide proof of inspection and cleaning of the chimneys by a qualified chimney cleaning service performed within 6 months prior to the Contract Date.

Purchaser: _____
(Signature) _____ Date _____



VermontRealtors®



ADDENDUM E TO PURCHASE AND SALE CONTRACT

Addendum to Purchase and Sale Contract between:

Edward Grayson and Alice Ann Grayson (Seller) and

Michael A. Cirami and Angela M. Cirami (Purchaser).

Property Location 887 Spruce Peak Rd Stowe, VT (Property)
Street City/Town

The Contract Date is 01/14/2018 (insert date from Section 30 of Purchase and Sale Contract).

This addendum is as follows:

Seller shall have the central heating system, furnace, boiler and/or central heating equipment (other than duct work) inspected and cleaned by a qualified service provider at Seller's expense and will provide written notification of the results of such inspection and cleaning within 21 calendar days after the Contract Date. Alternatively, Seller shall provide proof of inspection and cleaning of the central heating system, furnace, boiler and/or central heating equipment (other than duct work) performed within the 6 months prior to the Contract Date.

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

Seller: Edward Grayson Jan 14 2018
(Signature) Date

Purchaser: Michael A. Cirami dotloop verified 01/13/18 7:24PM EST J4ML-FVXC-F1BA-TVQI
(Signature) Date

Seller: Edward Grayson Jan 14, 2018
(Signature) Date

Purchaser: Angela M. Cirami dotloop verified 01/13/18 7:28PM EST AHSB-XSBK-OC1B-POPF
(Signature) Date

Seller:
(Signature) Date

Purchaser:
(Signature) Date

Seller:
(Signature) Date

Purchaser:
(Signature) Date



VermontRealtors



ADDENDUM F TO PURCHASE AND SALE CONTRACT

Addendum to Purchase and Sale Contract between:

Edward Grayson and Alice Ann Grayson (Seller) and

Michael A. Cirami and Angela M. Cirami (Purchaser).

Property Location	887 Spruce Peak Rd	Stowe, VT	(Property)
	Street	City/Town	

The Contract Date is 01/14/2018 (insert date from Section 30 of Purchase and Sale Contract).

This addendum is as follows:

Purchaser may obtain a radon test of the Property conducted by a qualified radon inspector selected and paid for by Purchaser. The radon test shall be completed within fourteen (14) days of the Contract Date. If the radon test results show the Property radon levels are within acceptable Federal guidelines (currently less than 4 pCi/L), this contingency shall be deemed satisfied. If the radon test results show the Property radon levels are higher than acceptable Federal guidelines (4 pCi/L or more), Purchaser shall have the right to terminate this Contract, provided Purchaser gives Seller written notice of termination and a copy of the radon test results on or before February 6, 2018, in the manner required by Section 29 of the Contract. Purchaser's failure to provide proper and timely notice shall be deemed a waiver of this contingency.

Alternatively, Purchasers may elect to require Seller to install a radon mitigation system should the test show radon level is above 4pCi/L.

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

Seller: Wm D. Hayes Jan. 14 2018
(Signature) Date

Purchaser: Michael R. Corami dotloop verified
(Signature) Date 01/13/18 7:24PM EST
GTKB-FAQG-EI6A-ZCLO

Seller: Edward R. Kaye June 14, 2018
(Signature) Date

Purchaser: Angela M. Cerami dotloop verified
01/13/18 7:28PM EST
OWL4-XM1W-8PCF-S1SI
(Signature) _____ Date _____

Seller: _____
(Signature) Date

Purchaser: _____
(Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
(Signature) _____ Date _____



EQUAL HOUSING
OPPORTUNITY

Addendum to Purchase and Sale Contract between:

Edward Grayson and Alice Ann Grayson (Seller) and

Michael A. Cirami and Angela M. Cirami (Purchaser)

Property Location 887 Spruce Peak Rd Stowe, VT (Property)
Street City/Town

The Contract Date is 01/14/2018 (insert date from Section 30 of Purchase and Sale Contract).

This addendum is as follows:

Purchaser may obtain an inspection of the wastewater system/septic system by an engineer or licensed site technician selected and paid for by Purchaser which may include the septic tank, force main system (if applicable), distribution lines and/or leach or absorption field(s).

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

Seller: Blair A. Heyson Jan 14 2018
(Signature) Date

Purchaser: Michael A. Pirami dotloop verified
(Signature) Date 01/13/18 7:24PM EST
N4PY-75TC-HRFA-NFO

Seller: Edward J. Gaynor Jan 14, 2018
(Signature) Date

Purchaser: Angela M. Corami datecop verified
01/13/18 7:28PM EST
UE8-AWTB-B74D-VWP
(Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
(Signature) Date

Seller: _____
(Signature) Date

Purchaser: _____
(Signature) Date



**EQUAL HOUSING
OPPORTUNITY**

VR-064-Rev. A



EQUAL HOUSING
OPPORTUNITY

887 Spruce Peak Road, Stowe: Items Excluded from Sale

hat rack in entry
skis on bedroom wall & T-bars
personal belongings
pictures
Tyrolean hutch in suite
leaded lamp in loft office
desk in loft office
Grandfather clock
master bedroom stained glass
Oriental rugs - except living room collection
paintings and artwork
dining room set (tables, chairs, sideboard) and contents
mahogany Georgian table in living room
China, silver, crystal
Steuben glass
Infant of Prague and religious statues and items
books
Dr. Wang table
pool table
pool table lights
Player piano and rolls
Whirley Bird game
pin ball machines
red leather couch
Tyrolean mirror
tiny mahogany mirror
elliptical machine
sports equipment
lamp in other office
Grotto Madonna

There may be other items, depending on needs of buyer and seller.

E. D. Grayson 11/14/2018
W. D. Grayson 11/14/2018

ORIGINAL



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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 risk 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.

Seller's Disclosure (initial applicable sections)

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

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

a. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

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:

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

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

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

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

Purchaser's Acknowledgment (initial applicable sections)

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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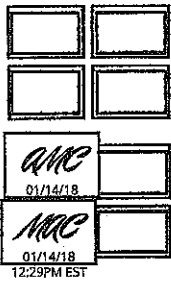
4. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

Seller's Initials

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	-------------------------------------	--------------------------	--------------------------

Purchaser's Initials

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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5. 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
- b. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

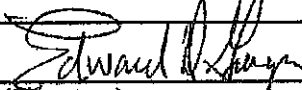
**Agent's Acknowledgment
(initial)**




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:  May 30, 2017
(Signature) Date


Purchaser:  dotloop verified
01/14/18 12:30PM EST
W9UB-40G2-0EWM-KIBY
(Signature) Date

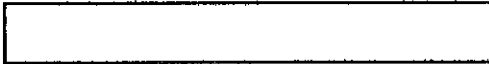
Seller:  5/30/17
(Signature) Date

Purchaser:  dotloop verified
01/14/18 12:29PM EST
HMZT-0BJ-XR4E-UVTY
(Signature) Date

Seller: 
(Signature) Date

Purchaser: 
(Signature) Date

Seller: 
(Signature) Date

Purchaser: 
(Signature) Date