### CONTRACT FOR SALE OF REAL ESTATE

This CONTRACT FOR SALE OF REAL ESTATE is made this \_\_ day of May, 2018, by and between Robert Beattie and Josephine Beattie, of Stowe, Vermont (hereinafter after referred to as "Seller") and Richard Seltzer, of Montclair, NJ and/or assigns, (hereinafter referred to as "Purchaser").

WHEREAS, the Seller is the record owners of certain real property identified as lands and premises located at 11 Stagecoach Road in the Town of Stowe, Vermont (the "Property");

WHEREAS, the Seller wishes to convey to the Purchaser all the right, title, and interest in and to the Property;

WHEREAS, the Purchaser desires to acquire from the Seller all the Seller's right, title, and interest in and to the Property in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Property. The property that is the subject of to this Agreement consists of the following lands and premises:

Being all and the same lands and premises conveyed to Robert Beattie and Josephine Beattie by Warranty Deed of John W. Flint and Virginia S. Flint, dated August 25, 1969, and recorded in Book 60, Page 521 of the Town of Stowe Land Records.

Being 3.28 acres, more or less, with 2 buildings and 8 residential apartments and improvements located thereon, situated on Stagecoach Road in the Town of Stowe, Vermont.

## 2. PRICE AND PAYMENT.

- 2.1 Purchase Price. The price of the property described is \$605,000.00, which shall be paid subject only to the adjustments and apportionments provided in this contract as follows:
  - (a) On execution of this contract, the Purchaser shall deposit \$20,000.00 to be held in the IOLTA trust account of Sellers attorney (hereinafter referred to as the "Escrow Agent"). In the event this contract is terminated for no fault of the Purchaser, all deposit monies shall be promptly returned to the Purchaser.
    - (b) Purchaser's satisfaction of due diligence \$40,000.00.
  - (c) At closing of title by cash, certified, bank or savings and loan cashier's check or attorney trust account check. \$545,000.00

TOTAL \$605,000.00

- 3. **CONTINGENCIES**. The Purchaser's obligation to close title to the premises shall be conditioned and contingent upon the following:
- 3.1(a) Inspection and Due Diligence Period. The Purchaser, its contractors and agents shall have the right to enter onto the premises in order to perform tests and soil borings, observe, measure, or otherwise study, inspect or review the premises or any part thereof and to conduct such other investigations and inquiries of the income and expenses of the property for a period of two (2) years prior to the date of this contract, as Purchaser in their sole and absolute discretion, determine necessary ("the inspection period"). If within thirty (30) days of the date of execution of this agreement by all parties, any inspection reveals the presence of defects to, including but not limited to the roof, foundations, structure, or that material defects exist to the electrical, plumbing, heating, ("Defects') then the Purchaser shall notify the Seller in writing ("Purchaser's Notice"), that Purchaser elects to terminate this agreement unless the Seller is willing to correct the conditions specified in Purchasers notice at Seller's sold cost and expense or, at Purchaser's option, provide Purchaser with a credit at closing in an amount necessary to remedy all defects. If within ten (10) days of receipt of Purchaser's notice ("Sellers Notice") that either: (a) Seller will correct at is sole cost and expense all of the specified conditions referred to in Purchasers notice or (b) provide the credit requested by Purchaser, then Purchaser may terminate this agreement and the Escrow Agent shall immediately return the Escrow Deposit to Purchaser, provided however, that within three (3) days of the date thereof, Purchaser shall have the option of waiving such termination by written notice to Seller. If Seller has agreed to correct defects, all repairs shall be completed in a good and workmanlike manner and in compliance with all applicable environmental ordinances, rules, regulations and codes and prior to closing, Seller shall provide Purchaser with all receipts and/or invoices evidencing completion thereof.
- (b) Within seven (7) days of execution of this contract of sale by all parties, Seller shall deliver to the Purchaser, if Seller can reasonably locate, the following items, as well as all other documentary due diligence items reasonably requested by Purchaser:
  - i. Copy of Seller's title insurance policy;
  - ii. Copies of all existing lease agreements;
  - iii. Copies of most recent tax bill for the premises;
  - iv. Copies of security deposit and rent receipt records for the past 24 months;
  - v. Copy of all utilities bills and payment records for the past 24 months;
  - vi. Copy of most recent water/sewer bill and payment records for the past 24 months.
  - vii. Copy of proof of expenses concerning snow removal, garbage collection, insurance, landscaping, mowing and repairs for the past 24 months.

Purchaser shall have fifteen (21) days to review the documents. In the event that the Purchaser is unsatisfied with the results of the due diligence, Purchaser may terminate this Contact within three (3) business days of the expiration of the review period, and receive a full refund of the deposit.

3.3. Land Gains Tax and Withholding Tax. Seller shall be liable, except as otherwise provided by law, for any Vermont Land Gains Tax or Vermont Withholding Tax for the Transfer

of Real Property on account of this sale, and, at or prior to closing, shall provide the Purchaser or his attorney with satisfactory proof either that there is no tax due or that the same has been paid in full.

4. TITLE QUALITY. Purchaser shall order a title insurance commitment ("commitment") for the premises from an attorney or title company licensed to do business in the State of Vermont at regular rates ("Title Company") and a survey ("Survey") of the property showing the title matters set forth in the commitment. Seller shall convey title to Purchaser, at the time of closing, which shall be insurable and marketable. For purposes of this agreement, a "marketable title" shall be deemed to be title subject only to utility easements which do not interfere with Purchaser's intended use of the premises ("Permitted Encumbrances"). Within ten days (10) days of satisfactory completion of the due diligence conditions, Purchaser shall order a title search and survey and Purchaser will furnish a copy of the commitment and survey to the Seller and give notice to Seller of any exceptions to title ("Objections"). Seller shall use commercially reasonable efforts to cause any such objections to be removed as title exceptions. In the event that Seller cannot deliver title without reference to the objections, then Purchaser reserves the right to terminate this agreement, in which event the sole remaining obligation hereunder shall be upon Escrow Agent to immediately return the Escrow Deposit together with all interest earned thereon to Purchaser. The Seller and Purchaser agree that the Purchaser shall pay-off any liens and encumbrances at the time of closing from the proceeds payable at closing provided the Seller shall simultaneously either (a) deliver to Purchaser instruments in recordable form sufficient to discharge any liens or encumbrances of record, together with the cost of recording or filing said instruments; or (b) deliver to Purchaser pay-off letters which confirm that instruments discharging the liens in recordable from will be forthcoming after closing.

# 5. CLOSING.

- 5.1 Time, Date and Place. The closing hereunder (the "Closing") shall take place or on such other date as Seller and Purchaser shall mutually agree, and shall be conducted at the office of Purchaser's attorney, Nichols & Associates, PC, in Stowe, Vermont. The date of Closing, including any adjourned date mutually agreed upon by the parties, is referred to in this agreement as the "Closing Date". The parties estimate that the closing will occur on or about sixty (60) days from the date of this contract, subject to completion of all conditions set forth in this contract.
- 5.2 Seller's Pre-Closing and Closing Duties. The documents and items listed below shall be reviewed 7 days before closing and delivered at the closing by Seller:
  - (a) Affidavit of Title including a disclaimer of all judgments of record not against the Seller;
    - (b) Bill of Sale for all personal property to be transferred (if any);
    - (c) LLC resolution, if required;
    - (d) Deed with a covenant against the grantor's acts;
    - (e) Tax bill for the current year;
    - (d) Keys;

- (g) The original lease agreements and tenant files;
- (h) Letters of attornment to all tenants including advice of disposition of security deposits;
- (i) Estoppel certificates, forms attached, shall be delivered to Purchaser's Attorney, signed by each tenant;
- (j) Any other documents the Purchaser or Purchaser's Attorney may reasonably request.
- 5.3 Purchaser's Closing Duties. At the closing Purchaser shall deliver to the Seller the following:
  - (a) Attorney trust account check, or wire amount to selected financial institution, for the balance of the purchase price.
- 5.4 Closing Adjustments. Premiums for insurance policies which are assumed, rents, a Purchaser's Credit for all security deposits plus accrued interest of a transfer of the security deposit accounts, all property taxes, water, fire, school, sewer or other municipal charges, utility charges and water charges shall be apportioned as of the day of closing. The rents will be adjusted with the Purchaser obtaining a full credit for all rent from the closing date to the end of the month.
- 6. **REPRESENTATION OF SELLER.** Seller, to the best of its knowledge, information and belief, hereby represents the following, which shall be deemed made by Seller to Purchaser also as of the closing date failing which, Purchaser may cancel this contract of sale.
- 6.1 Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate any provision of any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court, government, or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of any contract or agreement to which Sellers are parties or by which Sellers are bound.
- 6.2 The premises are served by well water and sewer service provided directly to the premises by septic tank(s).
- 6.3 Seller has no knowledge, nor has Seller received any notes or notices of violations of law or municipal ordinances, environmental laws, orders or requirements noted in or issued by any governmental department having authority with respect to the premises.
- 6.4 Seller has obtained and is in full compliance with all permits, licenses and other approvals required with respect to ownership and the current use of the premises under applicable law.
- 6.5 There are no actions, suits or proceedings pending or, to the knowledge of Seller, threatened against or affecting Seller or the premises, at law or in equity, or before any federal, state or municipal governmental or quasi-governmental department, commission, board, bureau, body

authority, official, agency or instrumentality which, if determined adversely to Seller, would in any way constitute a lien, claim or obligation of any kind against the premises.

- 6.6 Seller has no knowledge or notice of any application for any zoning change or pending zoning ordinance amendment which would affect the premises.
- 6.7 The premises and the present use and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning regulations or subdivision regulations applicable to the premises.
- 6.8 No part of the premises has been used for storage or disposal (whether pursuant to law or otherwise) of any toxic materials (including, without limitation, any radioactive materials) and no part of the premises has been contaminated by such materials.
  - 6.9 There are no underground oil or abandoned storage tanks located on the premises.
- 6.10 All of the systems, including but not limited to plumbing, heating, cooling and electrical, are presently and shall be at the time of the closing of title in working order and condition and that said systems serve only the premises.
- 6.11 The premises are free from asbestos (ii) during the period of the Seller's ownership of the premises, the basement has been free of any water except as disclosed herein, and the roof currently is free of any water except as disclosed herein, and the roof currently is free of leaks;
- 6.12 Seller will not further encumber the premises; and (iii) Seller will notify Purchaser immediately of, any matters including but in not limitation, attachments, liens, zoning matters and eminent domain proceedings which may affect the premises during the pendency of this agreement.
- 6.13 Seller is (i) not aware of any latent defect in the premises, the building or their systems which a thorough building inspection would not reveal; and (ii) has not knowingly withheld from the Purchaser information relating to, nor concealed any known material defect in or on, the land, the premises, the building or any of its component systems.
- 6.14 There are no service contracts affecting the premises which cannot be canceled prior to closing, unless specifically disclosed by the Seller herein.
- 6.15 Options. None of the tenants of the premises nor anyone else has an option to purchase the premises to be conveyed or any part thereof.
- 6.16 The present use of the property does not violate any applicable zoning ordinance or building code.
- 6.17 All repairs to the building(s) by the Seller, its agents, servants and employees were done pursuant to permits where required by any statute, code, rule regulation or ordinance.

- 6.19 Flood. Seller represents, to the best of his or her knowledge and belief, that the subject property is not located in a flood plain/zone and that the Purchaser shall be permitted to terminate the contract of sale within fourteen (14) days of a fully executed contract of sale and/or addendum if the property is located in a flood plain/zone and receive the return of the deposit.
- 6.20 The Rent Schedule annexed hereto contains a complete and accurate listing of all leases and tenancies, including: apartment number, monthly rent, name of tenant and security deposits. All leases are in full force and effect, and have not been modified in any manner except as indicated on the rent schedule. No tenant is entitled to any rental concessions or abatements for any period subsequent to the scheduled closing date. All tenants on the Rent Schedule are in possession of the apartment indicated for each, and there exists no subtenants. In the event a tenant(s) fail to pay rent for more than 5 days after the due date, Seller shall notify Purchaser, who may retain counsel and commence eviction proceedings. All legal fees and costs associated with eviction shall be paid by Purchaser.
- 7. **REPRESENTATION OF PURCHASER.** Purchaser, to the best of its knowledge, information and belief, hereby represents the following which, shall be deemed made by Purchaser to Sellers also as of the closing date.
- 7.1 The execution and delivery of this agreement by Purchaser, the performance by Purchaser of its covenants and agreements hereunder and the consummation by Purchaser of the transactions contemplated hereby have been or will be duly authorized by all necessary action. When executed and delivered by Purchaser, this agreement shall constitute a valid and legally binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except as may be limited by bankruptcy, insolvency or other law affecting generally the enforceability of creditors right and by limitation on the availability of equitable remedies.
- 7.2 Neither the execution and delivery of this agreement, nor the consummation of the transactions contemplated herein, will violate any law, rule regulation, writ, judgment, injunction, decree, determination, award other order of any court, government, or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of any contract or agreement to which Purchaser is a party or by which Purchaser is bound.
- 8. **CONDEMNATION.** In the event that, prior to the Closing" any or all of the property shall be condemned or taken as the result of the exercise of the power of eminent domain, then and in such event, this agreement may be deemed terminated by Purchaser without further liability on the part of either party, except that Escrow Agent shall return the Escrow Deposit to Purchaser.
  - 9. **RISK OF LOSS.** The risk of loss shall be on the Seller until the closing of title.

- 10. **REAL ESTATE BROKERS.** The parties each represent and warrant to each other that there is a broker or agency involved in this transaction. Pall Spera Company Realtors client is the seller being represented by listing agent George Nelson. Purchaser, Richard Seltzer is a customer and agent Joni Gaines of Pall Spera Company is assisting purchaser in the transaction.
- 11. **NOTICES.** Notices by the parties to each other shall be sent simultaneously by email and regular mail c/o the following address:

As to Purchaser:

Kyle R. Bates, Esq. PO Box 1424 1878 Mountain Rd. Stowe, VT 05672

And copy to:

Richard Seltzer, Esq.
66 South Fullerton Ave #9
Montclair, NJ 07042
Tel. 973 986 6430

Email: seltzer17@hotmail.com

As to Seller:

- 14. **ENTIRE AGREEMENT.** This agreement comprises the total agreement between the Seller and Purchaser. Any other agreement or representation regarding the property is void.
- 15. **NUMBER AND GENDER.** If it is required to make sense of this Agreement, the use of the singular shall encompass the plural and the use of the masculine shall encompass the feminine and neuter.
- 16. **OBLIGATIONS.** This agreement shall be binding upon the heirs, successors and/or assigns.
- 17. **COUNTERPARTS.** This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party.

- 18. **FURTHER ASSURANCES.** From time to time after the closing date, the Seller and the Purchaser, without charge or expense to the other, shall perform such other acts, and shall execute and acknowledge and shall furnish such other instruments, documents, materials and information, as the other may reasonably request in order to confirm the consummation of the transaction provided for in this agreement.
- 19. **COOPERATION OF SELLER.** The Seller acknowledges that it is the intention of the Purchaser to complete an IRS Section 1031 exchange. Seller agrees to cooperate so long as it does not delay the closing or cause unreasonable additional expense to the Seller. Seller agrees that the Purchaser will assign the rights and obligations of this agreement to the 1031 intermediary designated by the Purchaser. Cooperation means Seller will approve an assignment, agree to release the intermediary from any claim made by Seller (with the exception of gross negligence and/or willful misconduct), and agree to all other appropriate action or sign any other document which does not create additional liability or expense.
- 20. **GOVERNING LAWS.** This agreement shall be construed in accordance with and governed by the laws of the State of Vermont.

# 21. SELLER'S PRE-CLOSING AGREEMENTS. Prior to Closing, Seller shall:

- (a) At reasonable times until closing to give Purchaser and its agents or designees full access to the Property for inspections and appraisals;
- (b) Maintain the property in its present condition and repair, reasonable wear and tear excepted, and to carry out and to perform all obligations of the Landlord under the leases:
- (c) Maintain such insurance coverage according to the greater of that required by Seller's mortgagee or such insurance as is currently in place concerning the Property and Seller;
- (d) Comply with all federal, state and municipal laws, regulations and requirements which apply to it or to any portion of the Property or to any adjacent street or other public area or to the maintenance, operation or use thereof;
- (e) Promptly advise Purchaser of any notices of violations received; and promptly comply with all such notices from governmental agencies pertaining to the Property;
- (f) Not rent any vacant apartment without the consent of Purchaser who shall have the option to keep the apartment vacant on the condition that Purchaser will pay the rent at closing for any time that an apartment was vacant at the request of Purchaser.
- (g) Promptly inform Purchaser, in writing, of any material event adversely affecting ownership of the Property;

- (h) Not enter in to any agreement to sell, conveyor otherwise transfer any interest in the property to any other person or entity;
- (i) Not, until the closing of title, create or suffer to exist any manner of lien or encumbrance upon or affecting title to the Property, except as herein provided;
- (j) Not between the date hereof and the Closing Date apply any tenant security deposit other than in the event the tenant defaulted under his/her lease, and the apartment is delivered vacant at closing;
- (k) Not enter into any service contracts without the prior written consent of the Purchaser. At or prior to the Closing Seller will, at no cost to Purchaser, cancel all service contract effective as to the closing date, unless the Purchaser has agreed in writing to assume same;
- (l) The basement and garage shall be delivered in broom clean condition, free of any debris or Purchaser shall be entitled to a credit at closing for the cost, including dumpster fees, of any removal of personal property and debris remaining on the premises. Seller shall notify the tenants to remove any of their personal property from the basement or garage 10 days prior to closing.
- (m) Will demand a security deposit of one month rent from any Tenant that does not have a one month security in the possession of the Seller.
- 24. CANCELLATION OF CONTRACT. In the event that this Contract is rightfully terminated by Purchaser, Purchaser shall be entitled to a full refund of the deposit. In the event either party willfully fails to close title, the aggrieved party may bring any action in law or in equity to which that party may be entitled.
- 25. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging Property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Purchaser will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Purchaser (if the estimate proves to have been too low), or the Purchaser will return any excess to the Seller (if the estimate proves to have been too high).
- 26. PARTIES LIABLE/ASSIGNMENT. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities. Nothing herein shall prohibit the Purchaser from assigning this Contract of Sale to a business entity of which Purchaser, a

member of Purchaser's family, or Purchaser together with a member of Purchaser's family or other(s) is/are the owner(s) of such business entity provided Purchaser remains personally responsible for performance of the Contract terms until the closing of title.

- **27. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS.** Purchaser's obligation to Purchase the Property are subject to the following conditions (all or any of which may be waived, in whole or in part, by the Purchaser:
  - (a) The representations made by Seller are true and correct, and remain so through the Closing Date;
  - (b) Seller has performed all of its obligations under Section 19 of this Contract, and otherwise complied with this Agreement;
    - (c) Title complies with the terms of this Contract;

SELLER:

(d) Seller delivers to Purchaser all of the documents referenced in Section 7 of this Contract.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as of the date first appearing on Page 1 of this contract.

Ву:	date:
Ву:	date:
PURCHASER: RICHARD SELTZ OF A LIMITED LIABILITY CO. By:	LER ON BEHALF IMPANY TO BE FORMED  date: 5/2/18

# ESTOPPEL CERTIFICATE

Robert and Josephine Beattie (hereinafter referred to as the "Seller") anticipate selling their property located at 11 Stagecoach Rd, Unit, Stowe, VT to Richard Seltzer and Assigns, (hereinafter referred to as the "Purchaser"). In connection with the proposed sale, Purchaser has requested certain information to be provided, as stated in this certificate. In this regard Seller confirms, represents, and warrants the following information to Purchaser and agrees that Purchaser may rely on such information in purchasing the property.
1
2. The Lease is in full force and effect. The Lease has not been amended, modified or supplemented except as follows:
3. There are no agreements or understandings between Tenant and Landlord with respect to the Lease or the Leased Premises which are not set forth in the Lease except as follows:
4. Tenant has accepted possession of and occupies the entire Leased Premises under the Lease. The term of the Lease commenced on,, and expires on,, subject to the following renewal options:
5. The monthly fixed, minimum or basic rent under the Lease is [Dollar Amount] (\$) and has been paid through the month of, 2018. All additional rent, percentage rent, Tenant's proportionate share of real estate taxes and insurance, common area maintenance charges, contributions to any merchant's association or promotional fund and all other sums or charges due and payable under the Lease by Tenant have been paid in full and no such additional rents, percentage rents or other sums or charges have been paid for more than one (1) month in advance of the due date thereof.
6. The amount of the security deposit is [Dollar Amount] (\$) and is in the form of cash [list other forms (securities, letter of credit)].
7. The Tenant has no knowledge that the Landlord is in default in the performance of any covenant, agreement or condition contained in the Lease, nor has any event occurred that, with the passage of time or the giving of notice or both, would constitute a default under the Lease.
8. Tenant has no claims against Landlord under the Lease. Tenant hereby releases Purchaser from any claim, liability, loss, damage or expense, by reason of any failure or alleged failure of Landlord to have complied with or to have performed the obligations of

Landlord under the Lease, or any claim, liability, loss, damage or expense related to the Property arising or incurred prior to Purchaser's acquisition of the Property.

Tenant

Dated

# Stagecoach Aparments

Mo. Rent d floor \$ 665.00 Tenants pay Utilities L Nate Klinger (802) 585-5996	d floor \$655.00 Tenants pay Utilities L'Susie Paulin (802) 585-0628	ifloor \$ 660.00 Tenants pay Utilities L'Gary Lombardi (802) 595-3568	f floor \$ 660-00 Tenants pay Utilities LiJust Vacated	1	₩	\$ 850:00 Tenants pay Utilities L	vo s. Šiegis	\$ 695.00 Tenants pay Utiliteis L	evels \$ 750.00 Tenants pay Utilities L Gail Miely Landline only 253-7855	\$ 5.845.00	
Mo. Rent \$ 665.0							.jt	တိ်ွ		\$ 5,845.(	
2nd floor	2nd floor	1st floor	1st floor	: :	2nd floor	1st floor		2 Levels	2 levels	ist.	
- 1 Bath	- 1 Bath	1 bedroom - 1 Bath	Elec. Heat 1 bedroom - 1 Bath Elec. Heat		edrooms - 1 Bath	Oil 2 Bedrooms - 1 Bath Oil		1 bedroom	Propane 2 bedroom Propane	TOTAL GROSS MONTHLY REVENUE	
Building 1 Apt:1	Apt 2	Apt 3	Apt 4	Building 2 Brick Bld	Apt 5	Apt 6	Wood Bidg	Apt 7	Apt 8	TOTAL GRO	

11/19/2016