

CONTINGENCY ADDENDUM TO PURCHASE AND SALE AGREEMENT

Referring to a Purchase and Sale agreement dated 09/30/2019 between Adam Hergenrother Family Trust
Purchaser(s) and Quill Holdings S. A. Seller(s) for the property located at
292 Maple rd, Stowe, VT 05672 All parties agree to the following conditions:

CONTINGENCIES

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YES/NO **Personal Property** The following personal property is included in the sale, is in satisfactory working order, benefited by no warranties except any manufacturer's warranties still in effect, is of no value, and is included solely for the convenience of the transaction:

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YES/NO **Appraisal** The property must appraise at or above the contract price.

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YES/NO **Contingent Sale** This sale is contingent on the Purchaser(s) completing the sale of their property at

or before _____ Said property is ☐ is not ☐ currently under contract for sale. If said property is NOT currently under contract for sale, Purchaser shall have until _____ to enter into a bona fide Purchase and Sale Contract on said property. If the contract for the sale of Purchaser's property is terminated, revoked, cancelled or otherwise not in effect after the execution of this Contract, Seller or Purchaser may terminate this contract by giving written notice to the other on or before the closing date indicated in this contingency.

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YES/NO **Boundaries** Seller(s) shall walk the boundaries with Purchaser(s) or provide clear markings of property boundaries to Purchaser(s) satisfaction within _____ days of acceptance of this agreement. Purchaser and Seller acknowledge that Seller's indication of any boundaries or markers may not be determinative of actual boundaries or markers.

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YES/NO Sellers Property Information Report (**SPIR**) Buyer has ☐ has not ☐ received the SPIR. If not, this agreement is contingent on Purchaser(s) receipt of a current SPIR within _____ calendar days (3 days if left blank) of acceptance of this agreement. SELLER(S) FURTHER INDICATES THAT THEY HAVE DISCLOSED ALL KNOWN DEFECTS AND OTHER MATERIAL INFORMATION REGARDING THE PROPERTY. Purchasers have _____ days (3 days if left blank) to terminate this offer based on the SPIR.

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YES/NO **Seller Contribution:** Seller to contribute _____% of the purchase price or \$_____ toward Purchaser's closing costs, including, but not limited to, finance costs, points, origination fees, pre-pays, Closing Adjustments under Section 2 of the Contract, Purchaser(s) attorney's fees and any Buyer' Agent fees not otherwise paid under a cooperation agreement with Seller(s) Agent. In the event the allowable amount is less than stated, the purchase price is to be adjusted accordingly to accommodate for the entire Seller Contribution

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YES/NO **Suitable Housing:** Seller's obligation to close under this contract is contingent upon Seller entering into a Purchase and Sale Contract for a suitable replacement residence or entering into a rental agreement for a lease of a replacement residence not later than _____ calendar days (14 days if left blank) of the Contract Date and obtain financing approval by _____. To terminate this Agreement, Seller must notify Purchaser in writing of his/her inability to find and/or finance suitable housing on or before the date indicated in this contingency.

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YES/NO **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 of 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 (2 days if left blank) from Contract Date, 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.

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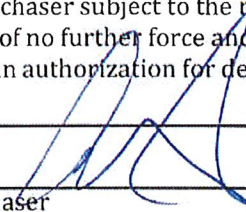
YES/NO **Attorney Review:** Purchaser's and Seller's obligation to close under this Contract is contingent upon a Vermont attorney selected and paid for by Purchaser(s) and Seller(s), respectively, to review the terms and provisions of this Contract, other than price or financing. If as a result of the 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 (5 days if left blank) from the Contract Date.

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YES/NO **Prebate:** There may be a prebate of taxes associated with this property. Seller will ☐ will not ☐ allow any current or future prebate to be to the benefit of the Purchaser at closing.

**This Addendum is to be attached to and form a part of the above-mentioned Purchase and Sale Agreement.
All other terms and conditions are to remain as stated.**

All notices regarding any termination of the Contract shall be sent in writing in accordance to the Contract within the time period (s) set forth. **Any contingency above that does not specify a date shall impose a period of 4 days after Purchaser's receipt of any unsatisfactory results/reports/information to terminate the Contract.** 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 the Purchaser subject to the rules and regulations applicable to Escrow Agent, and 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.

 9.28.19
Purchaser Date

Purchaser Date

Seller Date

Seller Date