tranzon®
A BETTER WAY TO REAL ESTATE

PROPERTY INFORMATION PACKAGE



48,578 SF OFFICE ON 10± ACRES WITH DEVELOPMENT POTENTIAL

SOUTH BURLINGTON, VT

Previews:
Interested parties will be notified when scheduled.

Online Bidding Opens:
November 10 | 12:00 p.m.

Online Bidding Closes:
November 17 | 12:00 p.m.

Property Location:
25 Green Mountain Drive
South Burlington, VT 05403

Property #:
AP26071

TRANZON AUCTION PROPERTIES
8 WRIGHT STREET, SUITE 114
WESTPORT, CT 06880

MICHAEL RIGGINS
P: 860-713-8897
MRIGGINS@TRANZON.COM

PROUDLY OFFERED IN CONJUNCTION WITH **DONAHUE & ASSOCIATES COMMERCIAL REAL ESTATE ADVISORS**

Vermont Real Estate Commission
Mandatory Consumer Disclosure

[This document is not a contract.]
This disclosure must be given to a consumer at the first reasonable opportunity and
before discussing confidential information; entering into a brokerage service agreement; or showing a property.

RIGHT NOW YOU ARE NOT A CLIENT

The real estate agent you have contacted is not obligated to keep information you share confidential. ***You should not reveal any confidential information that could harm your bargaining position.***

Vermont law requires all real estate agents to perform basic duties when dealing with a buyer or seller who is not a client. All real estate agents shall:

- Disclose all material facts known to the agent about a property;
- Treat both the buyer and seller honestly and not knowingly give false or misleading information;
- Account for all money and property received from or on behalf of a buyer or seller; and
- Comply with all state and federal laws related to the practice of real estate.

You May Become a Client

You may become a client by entering into a written brokerage service agreement with a real estate brokerage firm. Clients receive the full services of an agent, including:

- Confidentiality, including of bargaining information;
- Promotion of the client's best interests within the limits of the law;
- Advice and counsel; and
- Assistance in negotiations.

You are not required to hire a brokerage firm for the purchase or sale of Vermont real estate. You may represent yourself.

If you engage a brokerage firm, you are responsible for compensating the firm according to the terms of your brokerage service agreement.

Before you hire a brokerage firm, ask for an explanation of the firm's compensation and conflict of interest policies.

Brokerage Firms May Offer
NON-DESIGNATED AGENCY or DESIGNATED AGENCY

- **Non-designated agency** brokerage firms owe a duty of loyalty to a client, which is shared by all agents of the firm. No member of the firm may represent a buyer or seller whose interests conflict with yours.
- **Designated agency** brokerage firms appoint a particular agent(s) who owe a duty of loyalty to a client. Your designated agent(s) must keep your confidences and act always according to your interests and lawful instructions; however, other agents of the firm may represent a buyer or seller whose interests conflict with yours.

THE BROKERAGE FIRM NAMED BELOW PRACTICES
NON-DESIGNATED AGENCY

I / We Acknowledge
Receipt of This Disclosure

_____
Printed Name of Consumer

_____
Signature of Consumer Date

[ ] *Declined to sign*

_____
Printed Name of Consumer

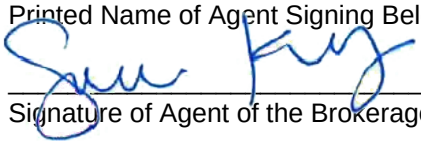
_____
Signature of Consumer Date

[ ] *Declined to sign*

This form has been presented to you by:

Tranzon Auction Properties
Printed Name of Real Estate Brokerage Firm

Samantha S. Kelley
Printed Name of Agent Signing Below



10/19/26
Signature of Agent of the Brokerage Firm Date

NOTICE
ATTENTION PROSPECTIVE BIDDERS

Tranzon Auction Properties is acting solely as agent for the seller

All information contained in this and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made. Neither Tranzon Auction Properties nor its employees, affiliates, or agents (hereinafter "auction company") represent the buyer/bidder. All prospective buyers/bidders must independently investigate and confirm any information or assumptions on which any bid is based. Neither auction company nor sellers shall be liable for any errors or the correctness of information.

All announcements made at the auction take precedence over any other property information or printed terms of sale. Items may be added or deleted. The property and improvements are sold "as is, where is, with all faults" and without representation or warranty of any kind with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. Prospective buyers/bidders should verify all information.

All prospective buyers/bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents. Potential buyers/bidders are encouraged to seek information from professionals regarding any specific issue or concern. Any decision to purchase or not to purchase is the sole and independent business decision of the potential buyer/bidder. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

Auction company and seller have the right to postpone or cancel the auction in whole or in part, in its sole discretion. Auction company and seller reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or other reasons.

Tranzon Auction Properties is a member company of Tranzon, LLC. All Tranzon companies are independently owned and operated.

PROPERTY SUMMARY
AP26071
25 Green Mountain Drive, South Burlington, VT 05403

ONLINE BIDDING OPENS: Tuesday, November 10, 2026 | 12:00 p.m.
ONLINE BIDDING CLOSES: Tuesday, November 17, 2026 | 12:00 p.m.
PREVIEWS: Interested parties will be notified when scheduled.

PROPERTY DESCRIPTION

A 48,578 sq. ft. steel-frame building of precast concrete and glass sits on 10± acres in South Burlington, with westerly views of Lake Champlain and the Adirondacks from the upper floors.

Built in 1987 as a trophy office and meticulously maintained, the three-story building is organized around a two-story atrium lobby, with an elevator and three stair towers. Upper floors hold conference rooms, an event space, a kitchen and break room, private offices and open work areas. The ground level adds a shipping area with an overhead door.

The building benefits from 60 HVAC zones, full sprinklers, three-phase power, natural gas and municipal water and sewer. The site has 170 surface parking spaces and sits just off Route 7/Shelburne Road, a short drive from the University of Vermont Medical Center, UVM, Burlington International Airport and downtown Burlington.

The 10.12±-acre lot extends well beyond the building and parking area, with cleared lawn to the west and wooded land to the south and east. Vermont has relaxed Act 250 review for certain housing projects and this property may benefit depending on final decisions by the city of South Burlington. Buyers should confirm local approvals process, status of existing permit conditions and Act 250 jurisdiction with the City of South Burlington and the District Coordinator.

- **Lot Size:** 10.12± acres
- **Parking:** Ample, on-site
- **Building Size:** 48,578± sq. ft.
- **Year Built:** 1987±
- **Stories:** 3
- **Occupancy Status:** Vacant
- **Layout:** Ground Floor – mechanical room, shipping area, computer room, lunch room, office suites
  Main Level – large atrium lobby / reception area, conference room, multiple private and open work areas
  Upper Level – finished offices, open work areas, common hallway overlooking atrium lobby
- **Restrooms:** Set of two on each floor
- **Construction:** Steel frame
- **Foundation:** Concrete
- **Roof Cover:** Ballasted rubber membrane
- **Exterior Siding:** Precast concrete / glass
- **Heat / Cool Source:** HVAC system – hot and chilled water distributed by heat pump system
- **Electrical:** 3-phase electrical service
- **Fire Protection:** Fully sprinklered, wet system; fire alarm system
- **Additional Notes:** Elevator
- **Additional Documents:** A variety of floor plans and a 2019 Mortgagee's Title Insurance Policy are available on the property's listing page under "Documents" at www.tranzon.com/AP26071.
- **Link to Matterport Virtual Tour:** https://my.matterport.com/show/?m=4WSv1rGdHor&lang=en

DISCLAIMER: *This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.*

PROPERTY DESCRIPTION (CONTINUED)

EASEMENTS & SHARED EXPENSES

As noted in Seller's deed, there are property easements. A copy of the Seller's deed and the deed for the abutting property located at 27 Green Mountain Drive are included in this package. The deed for 27 Green Mountain Drive provides detailed shared cost relating to 25 & 27 Green Mountain Drive easements.

MUNICIPAL INFORMATION

- **Property ID:** 0720-00025
- **Tax Year:** July 1st to June 30th
- **Tax Due Dates:** 3 Installments – August 15th, November 15th & March 15th
- **Assessed Value:** $6,086,000 (Total Taxable Value)
- **Annual Taxes (Tax Year 2026):** $132,906.06
- **Water & Sewer:** Public – Billed quarterly by South Burlington Water Division, 802-864-4361, for water, sewer and stormwater.
- **Zoning District:** Per the municipal office, Commercial 2 (C2) District. Please call the Planning & Zoning Department at 802-846-4106 to verify.

SUMMARY OF TERMS

Buyer's Premium: Five percent (5%) of the high bid

Closing: Within 45 days of auction with buyer option to extend closing for two (2) 15-day periods with delivery of an additional $10,000 non-refundable deposit. Sold in As-Is condition, no contingencies.

Deposit Amount: Ten percent (10%) of purchase price (high bid + buyer's premium) due within twenty-four (24) hours of auction end.

Agents Welcome: Agent participation is being offered. Please visit our website at www.tranzon.com/AP26071 or call us for details.

CONTACT

Michael Riggins | Sales Associate
860-713-8897 Office
mriggins@tranzon.com

Samantha S. Kelley | VT Real Estate License #081.0133082
Michael B. Carey, VT Auctioneer License #057.0060459

MUNICIPAL OFFICE

Website: www.southburlingtonvt.gov
Tel: 802-846-4107
Assessor: 802-923-5577 Press 4
Collector: 802-923-5577 Press 2

Proudly offered in conjunction with **Donahue & Associates Commercial Real Estate Advisors**

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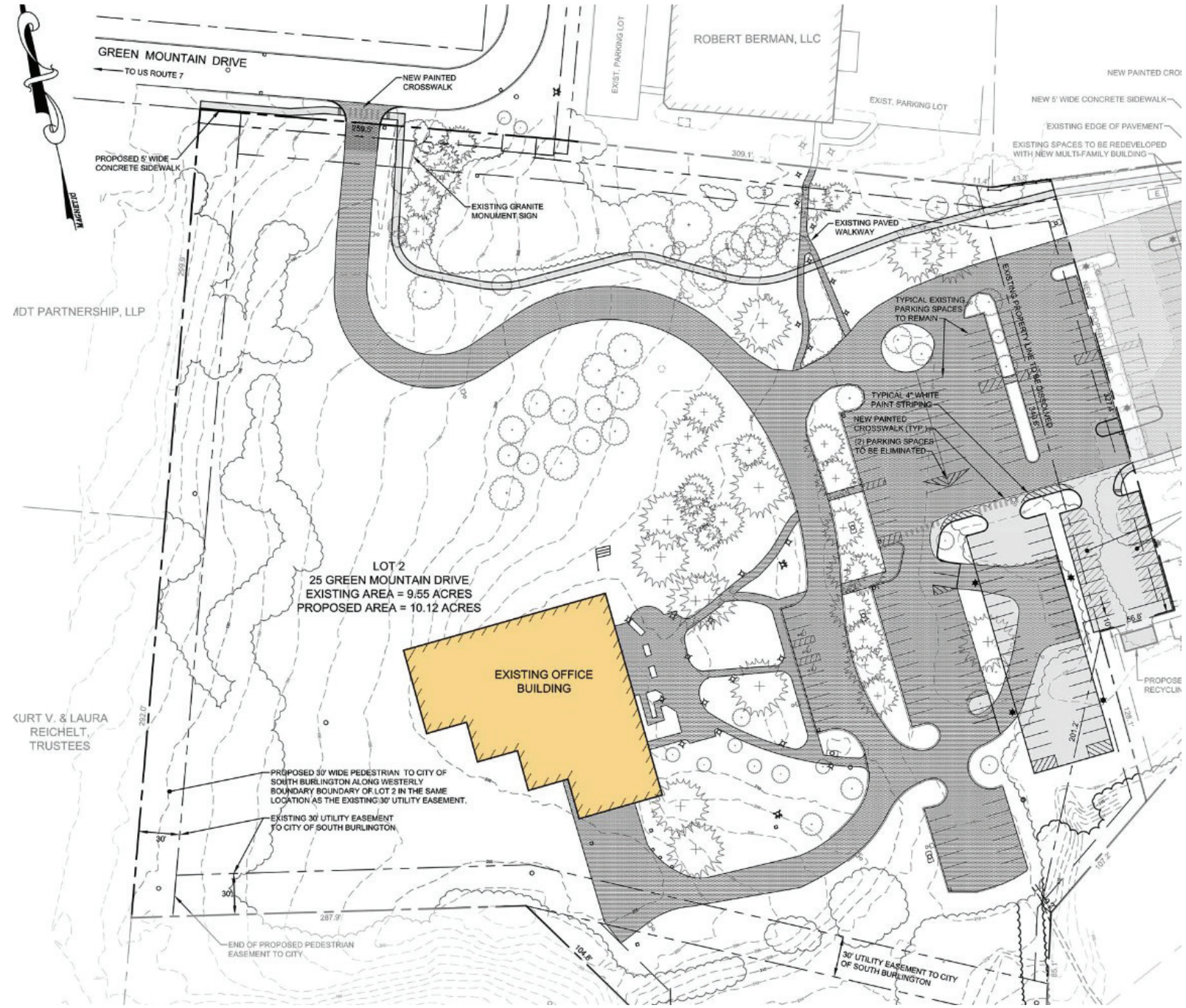


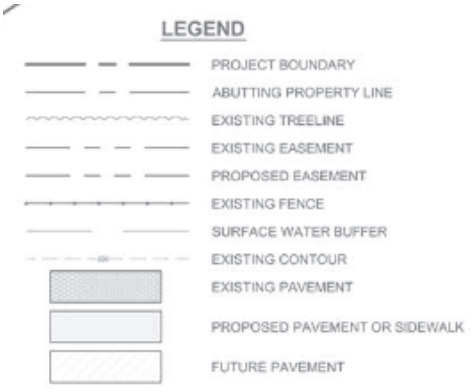




25 Green Mountain Drive, South Burlington, Vermont

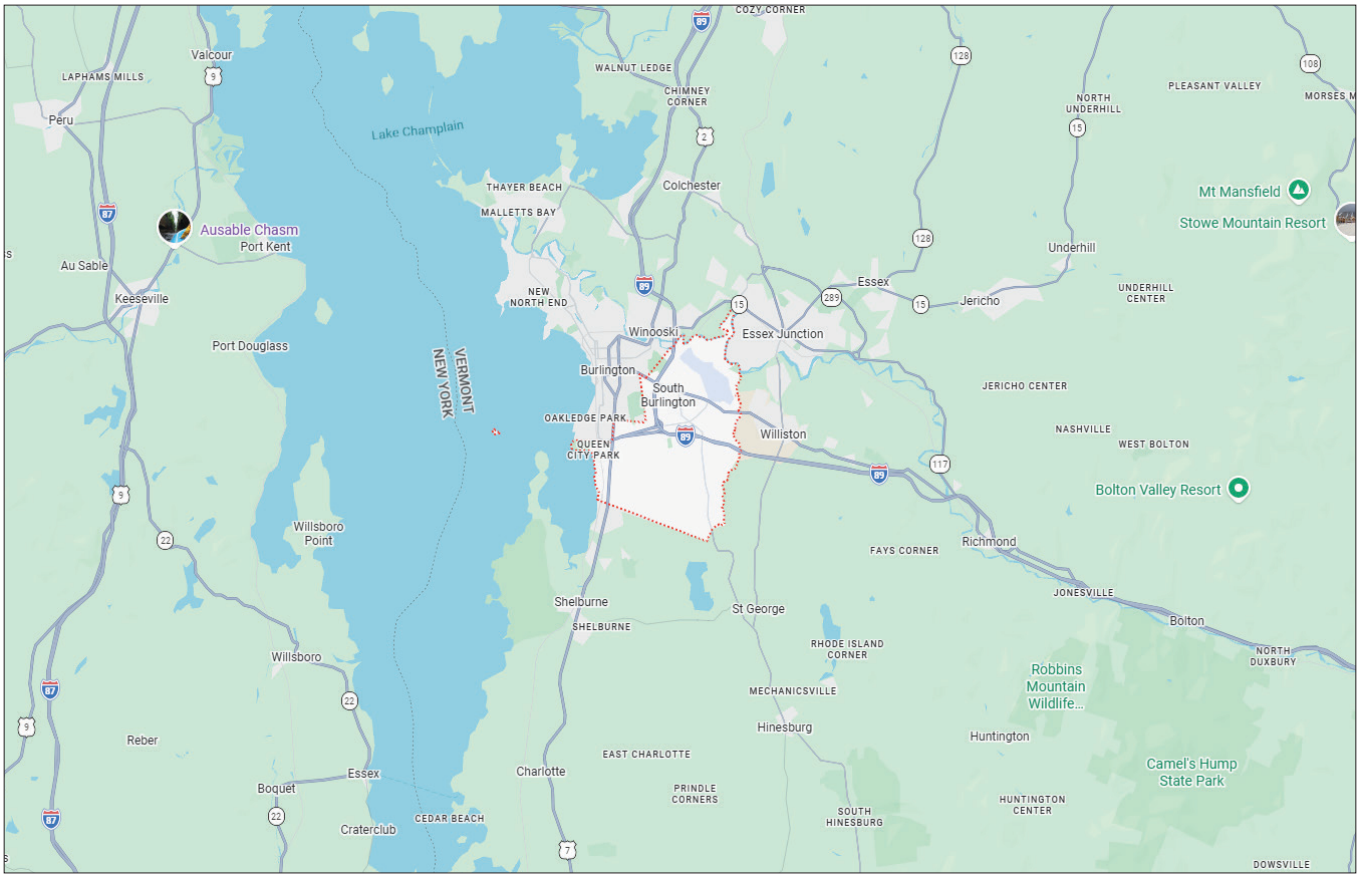
Site Plan



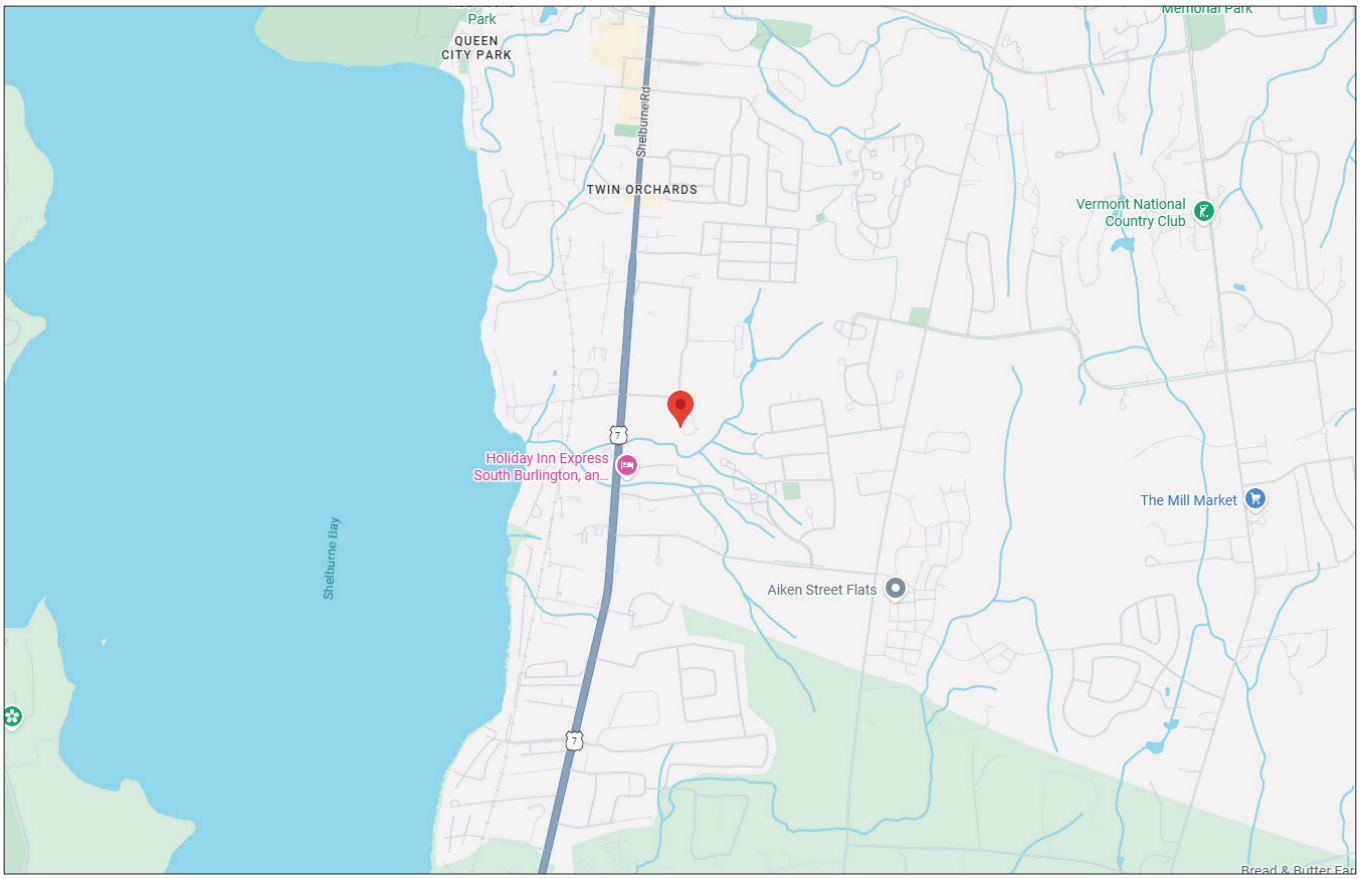


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AREA MAP

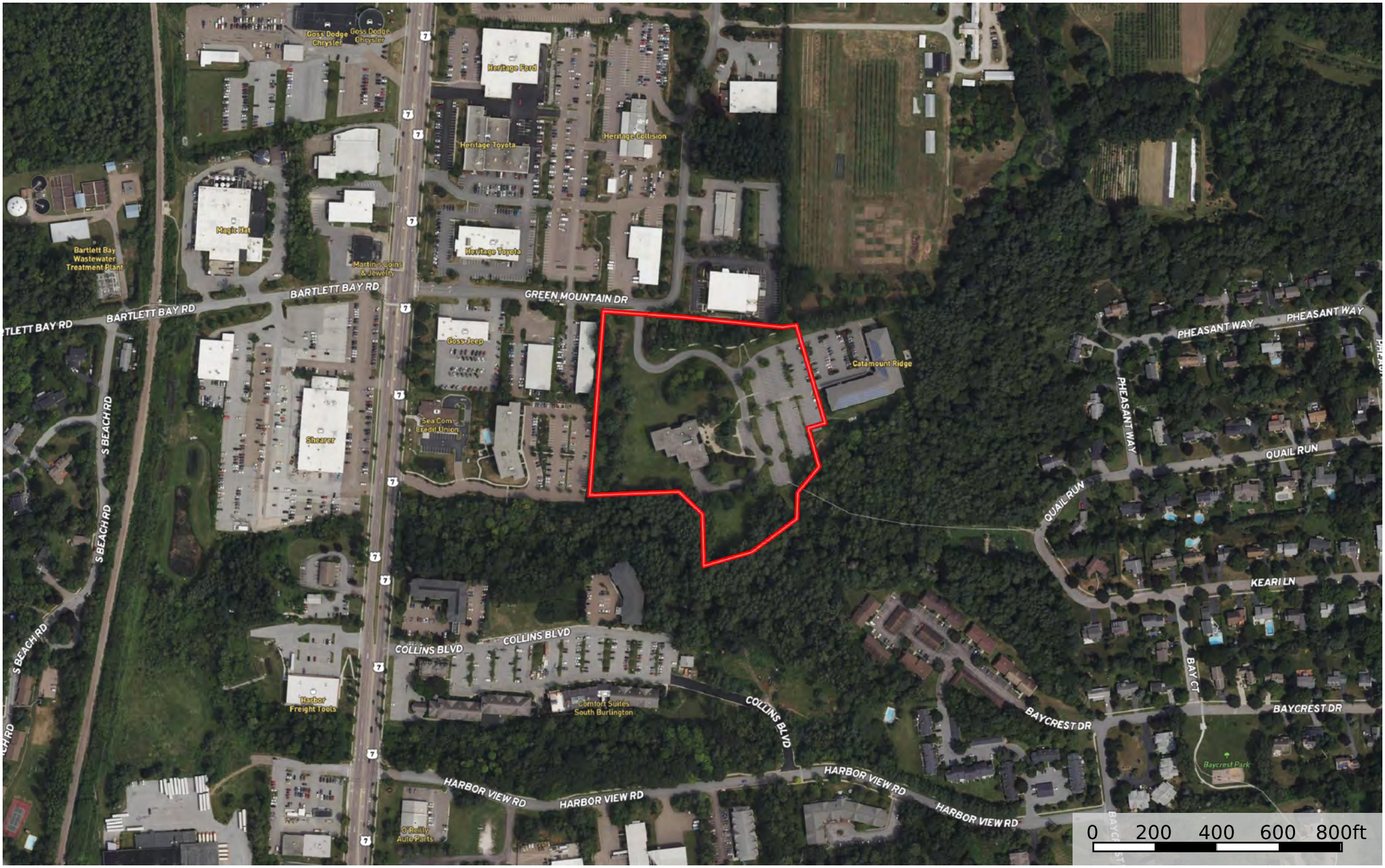


PROPERTY LOCATION MAP



South Burlington, VT - 25 Green Mountain Drive

Chittenden County, Vermont, 10.12 AC +/-



Boundary **BOUNDARY OUTLINE IS APPROXIMATE**

The information contained herein was obtained from sources deemed to be reliable.
Land id® Services makes no warranties or guarantees as to the completeness or accuracy thereof.

City GIS Parcel Map



TOWN OF South Burlington

COMMERCIAL PROPERTY RECORD CARD

PARCEL INFORMATION

Parcel ID #:	0720-00025	SPAN:	600-188-13056	Book:	1448
Owner #1:	VAL II LLC	Status:	A	Page:	230
Owner #2:	APM II LLC	Inspect Date:	07/31/20	Sale Date:	11/13/18
Address :	PO BOX 2361	Inspect By:	DB	Sale Price:	$6450000
City / State / Zip	S BURLINGTON VT 05407	Reinspect:	1	Validity:	Yes
Prop. Zip Code:	05407	Neighborhood:	66		
Description:	10.12A COMM	Land Size:	10.12		
Location:	25 GREEN MOUNTAIN DR	Last Update:	05/21/21		
Tax Map #:	65				
Gross Flr Area	31,477.00				

INCOME INFORMATION

Vac/Cr Loss:	0.0000
Total Expense:	0.2500
Total Income:	0.0000
Cap Rate:	0.0760
Tax Load:	0.0197

VALUATION INFORMATION

CAMA Land	751500
Misc. Adj.:	0
CAMA RCNLD	5681700
CAMA Total:	6433200
Homestead:	0

Income Value 6086000

	LAND ID	CALC.METHOD	LAND TYPE	AREA	GRADE	FRONTAGE	DEPTH
LAND	1	Acreage	Total	10.12	1.00	0.00	0.00

	SECTION ID	TOT FLR AREA	STOR PER SEC	SEC/PERIMET	SEC SHAPE	INC MO/GROS	INCOME RMS
SECTION	1	17820	1.00	636.00	NoData	0	0
	2	13657	1.00	615.00	NoData	0	0

	SITEIMP ID	TYPE	QUALITY	QUANTITY
SITEIMP	1	No Data	No Data	No Data

TOWN OF South Burlington

COMMERCIAL PROPERTY RECORD CARD

PARCEL 0720-00025 SECTION 1

SECTION/ OCCUPANCY							
	Total Floor Area:	17820	Bldg. Adjustment:	0.00	Effective Age:	0
	Stories per Section:	1.00	Fireproof:	.F.	Overall Depreciation:	25.00
	Stories per Building:	2.00	Basement Levels :	1.00	Physical Depreciation:	0.00
	Section Perimeter:	636.00	Basement Perimeter:	609.00	Functional Depreciation:	0.00
	Section Shape:	NoData	Basement Shape:	0	Economic Depreciation:	0.00
	Base Date:	/ /	Year Built:	1982		

NOTES 2021 REASSESSMENT

2017- 0720-00027 sold off - small lot line adjustment

	ADDITION I	RPT HEADIN	ADD UNITS	ADD COST	ADD DEPR	ADD LOC MU	ADDBASEDAT	
ADDITION	1	NoData	0.	0.	0.			
	B COMP ID	B COMP TYP	B COMP PER	B COMP UNI	B COMP GRA	B COMP OUO	B COMP OT	B COMP DEP
BSMTCOMP	1	NoData	0.	0.	0.	No Data	0.	0.
	BSMTOCC ID	B OCCUP	B OCC CLAS	B OCC TYPE	B OCC AREA	B OCC DEPT	B OCC GRAD	B OCC DEPR
BSMTOCCU	1	CommStorSh	C	Finished	18,115.	12.	5.	0.
	COMP ID	COMP TYPE	COMP PERC	COMP UNITS	COMP GRADE	COMP UOM		
COMPONNT	1	Elev Count	0.	1.	3.	No Data		
	2	Fire Alm S	0.	17,820.	3.	SqFt		
	3	Sprink Dry	100.	0.	3.	No Data		
	EXTWALL ID	WALL TYPE	WALL PERC	WALL UNITS	WALL GRADE			
EXT_WALL	1	CWMasPan	100.	0.	3.			
	HEATCOOL I	HC TYPE	HC PERC	HC UNITS	HC GRADE	HC UOM		
HEATCOOL	1	CompleteHV	100.	0.	3.	No Data		
	OCC ID	OCC TYPE	OCC PERC	OCC CLASS	OCC GRADE	OCC WALL H		
OCCUPNCY	1	OffBldg	100.	C	3.	12.		

TOWN OF South Burlington

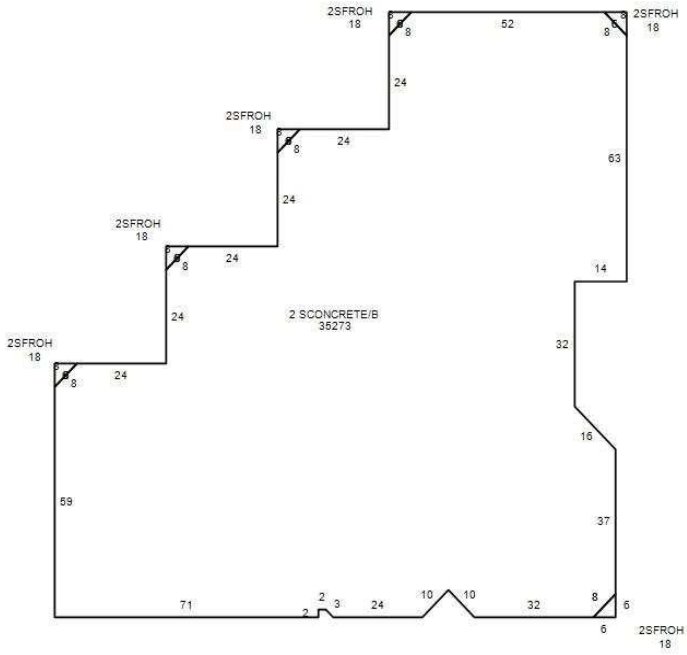
COMMERCIAL PROPERTY RECORD CARD

PARCEL 0720-00025 SECTION 2

SECTION/ OCCUPANCY							
	Total Floor Area:	13657	Bldg. Adjustment:	0.00	Effective Age:	0
	Stories per Section:	1.00	Fireproof:	.F.	Overall Depreciation:	20.00
	Stories per Building:	2.00	Basement Levels :	0.00	Physical Depreciation:	0.00
	Section Perimeter:	615.00	Basement Perimeter:	0.00	Functional Depreciation:	0.00
	Section Shape:	NoData	Basement Shape:	0	Economic Depreciation:	0.00
	Base Date:	/ /	Year Built:	1982		

	ADDITION I	RPT HEADIN	ADD UNITS	ADD COST	ADD DEPR	ADD LOC MU	ADDBASEDAT	
ADDITION	1	NoData	0.	0.	0.			
	B COMP ID	B COMP TYP	B COMP PER	B COMP UNI	B COMP GRA	B COMP OUO	B COMP OT	B COMP DEP
BSMTCOMP	1	NoData	0.	0.	0.	No Data	0.	0.
	BSMTOCC ID	B OCCUP	B OCC CLAS	B OCC TYPE	B OCC AREA	B OCC DEPT	B OCC GRAD	B OCC DEPR
BSMTOCCU	1	NoData		NoData	0.	0.	0.	0.
	COMP ID	COMP TYPE	COMP PERC	COMP UNITS	COMP GRADE	COMP UOM		
COMPONNT	1	Fire Alm S	0.	13,657.	3.	SqFt		
	2	Sprink Dry	100.	0.	0.	No Data		
	3	Elev Count	0.	1.	0.	No Data		
	EXTWALL ID	WALL TYPE	WALL PERC	WALL UNITS	WALL GRADE			
EXT_WALL	1	CWMasPan	100.	0.	3.			
	HEATCOOL I	HC TYPE	HC PERC	HC UNITS	HC GRADE	HC UOM		
HEATCOOL	1	CompleteHV	100.	0.	3.	No Data		
	OCC ID	OCC TYPE	OCC PERC	OCC CLASS	OCC GRADE	OCC WALL H		
OCCUPNCY	1	OffBldg	100.	C	3.	12.		





MicroSolve CAMA2000 (c)

PAYABLE TO:
MAIL TO:

CITY OF SOUTH BURLINGTON

180 MARKET STREET
SOUTH BURLINGTON VT 05403

802 923 5577

TAX BILL

PARCEL ID	BILL DATE	TAX YEAR
0720-00025.	10/20/2026	2026

Description: 10.12A COMM
Location: 25 GREEN MOUNTAIN DR

OWNER **VAL II LLC**
APM II LLC
PO BOX 2361
S BURLINGTON VT 05407

SPAN # 600-188-13056 **SCL CODE: 188**
TOTAL PARCEL ACRES **10.12**

FOR INCOME TAX PURPOSES

ASSESSED VALUE		NONHOMESTEAD
REAL	6,086,000	6,086,000
TOTAL TAXABLE VALUE	**6,086,000**	6,086,000
GRAND LIST VALUES	**60,860.00**	60,860.00

MUNICIPAL TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
City Operating	0.5345	x60,860.00=	32,529.66
Open Space	0.0100	x60,860.00=	608.60
Local Agreement Vet	0.0006	x60,860.00=	36.52
Penny for Paths	0.0100	x60,860.00=	608.60

Revised Bill

TOTAL MUNICIPAL TAX	33,783.38
MUNICIPAL STATE PAYMENT	0.00
MUNICIPAL NET TAX DUE	33,783.38

EDUCATION TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
NON HOMESTEAD EDUCATION	1.6287	x60,860.00=	99,122.68

1.6430 (state rate) / 100.88% (CLA ÷ SA) = 1.6287

Payments	
1	08/18/2026 44,302.02
2	11/16/2026 44,302.02
3	03/15/2027 44,302.02

TOTAL EDUCATION TAX	99,122.68
EDUCATION STATE PAYMENT	0.00
EDUCATION NET TAX DUE	99,122.68

TAX SUMMARY
Municipal + Education

TOTAL TAX	**132,906.06**
TOTAL STATE PAYMENT	**0.00**
TOTAL NET TAX DUE	**132,906.06**

DETACH THE STUBS BELOW AND RETURN WITH YOUR PAYMENT

CITY OF SOUTH
TAX YEAR 2026

1ST PAYMENT DUE	
08/18/2026	
OWNER NAME	
VAL II LLC	
PARCEL ID	
0720-00025.	
AMOUNT DUE	44,302.02
AMOUNT PAID	0.00
BALANCE DUE	44,302.02

Revised Bill

CITY OF SOUTH
TAX YEAR 2026

2ND PAYMENT DUE	
11/16/2026	
OWNER NAME	
VAL II LLC	
PARCEL ID	
0720-00025.	
AMOUNT DUE	44,302.02
AMOUNT PAID	0.00
BALANCE DUE	44,302.02

Revised Bill

CITY OF SOUTH
TAX YEAR 2026

3RD PAYMENT DUE	
03/15/2027	
OWNER NAME	
VAL II LLC	
PARCEL ID	
0720-00025.	
AMOUNT DUE	44,302.02
AMOUNT PAID	0.00
BALANCE DUE	44,302.02

Revised Bill

Taxes unpaid after the due date are considered delinquent. An 8% penalty will be assessed plus 1% interest. Interest accrues monthly on the due date.

RECORDED DOCUMENTS & DRAFT SITE PLAN

THE FOLLOWING RECORDED DOCUMENTS PERTAINING TO THE PROPERTY ARE BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THERE MAY BE ADDITIONAL RECORDED DOCUMENTS.

THE FOLLOWING INFORMATION WAS DERIVED FROM SOURCES BELIEVED CORRECT BUT IS NOT GUARANTEED. INTERESTED PARTIES SHALL RELY ENTIRELY ON THEIR OWN INFORMATION AND JUDGMENT.

PROPERTY IS BEING SOLD ON AN "AS IS, WHERE IS" BASIS.

TRANZON AUCTION PROPERTIES' DISCLAIMER: This is the Sellers' deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust** with principal office in Burlington, County of Chittenden and State of Vermont ("Grantor"), in consideration of the sum of Ten and More Dollars, paid to its full satisfaction by **VAL II, LLC**, a Vermont limited liability company with a place of business in South Burlington, County of Chittenden and State of Vermont and **APM II, LLC**, a Vermont limited liability company with a place of business in South Burlington, County of Chittenden and State of Vermont ("Grantees"), by these presents, does hereby **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantees, **VAL II, LLC** (an undivided 69% interest) and **APM II, LLC** (an undivided 31% interest), as tenants in common, and their successors and assigns forever, a certain piece of land with all improvements thereon and appurtenances thereto in the City of South Burlington, County of Chittenden and State of Vermont (the "Premises"), described as follows, viz:

A parcel of land consisting of +/-10.12 acres of land with commercial building and all improvements thereon and being all of being all of Lot 2, containing 10.12 acres, more or less, as shown on a plat entitled: "Lands of Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc., Money Purchase Pension Plan and Trust, 25 Green Mountain Dr., South Burlington, VT, Boundary Line Adjustment Plat," Sheet PL1, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated October 6, 2014, last revised July 20,2015 and recorded in Map Slide 589 at Page 4 of the City of South Burlington Land Records (the "Plat"), located at 25 Green Mountain Drive, South Burlington, Vermont.

Being a portion of the land and premises conveyed to Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust by Special Warranty Deed from IDX Systems Corporation dated November 29, 2010 and recorded in Volume 976 at Pages 225-229 of the City of South Burlington Land Records.

The Premises are conveyed subject to and benefitted by the terms and conditions of the following:

a) Rights, easements and obligations set forth in the Warranty Deed from Barry Mossman, Trustee of The Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust to Green Mountain Drive LLC dated April 14, 2016 and recorded in Volume 1316 at Page 285 of the City of South Burlington Land Records;

b) Terms and conditions of the Easement Agreement between Green Mountain Drive LLC and Barry Mossman, Trustee of The Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust dated June 19, 2017 and recorded in Volume 1377 at Page 269 of the City of South Burlington Land Records;

c) Utility easement granted by National Life Insurance Company to Green Mountain Power Corporation by Deed dated April 8, 1974 and recorded in Volume 109 at Page 518 of the City of South Burlington Land Records.

d) Utility easement 30' in width as set forth in the Warranty Deed of National Life Insurance Company to GMP Real Estate Corporation dated August 25, 1975 and recorded in Volume 126 at Page 10 of the City of South Burlington Land Records and in the Warranty Deed of

National Life Insurance Company to the City of South Burlington dated January 6, 1976 and recorded in Volume 126 at Page 292 of the City of South Burlington Land Records.

e) Easement for roads conveyed by National Life Insurance Company to the City of South Burlington by Warranty Deed dated January 6, 1976 and recorded in Volume 126 at Page 289 of the City of South Burlington Land Records.

f) Pedestrian and non-motorized easement 10' in width granted by GMP Real Estate Corporation to the City of South Burlington by Warranty Deed dated August 23, 1983 and recorded in Volume 199 at Page 144 of the City of South Burlington Land Records.

g) Pedestrian and non-motorized easement fifteen (15') in width granted by GMP Real Estate Corporation to the City of South Burlington by Warranty Deed dated October 27, 1982 and recorded in Volume 211 at Page 247 of the City of South Burlington Land Records.

h) Notification of Underground Storage Tank filed by Green Mountain Power Corporation dated April 1, 1986 and recorded in Volume 215 at Page 192 of the City of South Burlington Land Records (installation of one tank), as amended by Underground Storage Tank form dated January 18, 1994 and recorded in Volume 363 at Page 653 of the City of South Burlington (for the replacement of the tank), as amended by Underground Storage Tank form (for change of ownership to IDX Systems Corporation) dated September 21, 1999 and recorded in Volume 464 at Page 36 of the City of South Burlington Land Records, and by Underground Storage Tank Closure Form dated January 25, 2010 and recorded in Volume 917 at Page 272 of the City of South Burlington Land Records.

i) Utility easement granted by IDX Systems Corporation to Vermont Gas Systems, Inc. by Deed of Easement for Pipelines dated October 20, 1999 and recorded in Volume 465 at Page 538 of the City of South Burlington Land Records.

j) Utility easement granted by IDX Systems Corporation to Green Mountain Power Corporation by Deed dated December 29, 2000 and recorded in Volume 490 at Page 684 of the City of South Burlington Land Records.

k) Notice to the City of South Burlington Land Records by GE Healthcare dated October 28, 2010 regarding Waste Management Division, SMS Site #2010-4062 recorded in Volume 969 at Page 20 of the City of South Burlington Land Records.

l) The Property may be subject to spring rights described in a deed of Fortis H. Abbot and Sadie M. Abbot to Vermont Agricultural College dated January 30, 1952 and recorded in Volume 30 at Page 286 of the City of South Burlington Land Records, as modified by an agreement recorded in Volume 22 at Page 393 of the City of South Burlington Land Records.

m) The Property may be subject to such easements and rights set forth in the Warranty Deed of Dominion Realty Corporation to National Life Insurance Company dated December 27, 1952 and recorded in Volume 30 at Page 497 of the City of South Burlington Land Records.

n) The Property may be subject to utility easement granted by National Life Insurance Company to Green Mountain Power Corporation by Deed dated September 21, 1961 and recorded in Volume 63 at Page 90 of the City of South Burlington Land Records.

o) Lease Agreement by and between IDX Systems Corporation and Allscripts, LLC dated November 30, 2006, as amended

p) State of Vermont Wastewater System and Potable Water Supply Permit WW-4-1320 dated December 22, 1999, as amended; (c) State of Vermont Land Use Permit 4C0094 dated March 30, 1973, as amended; (d) Individual Stormwater Discharge Permit No. 3017-INDS dated October 15, 2015;

q) taxes assessed on the Grand List not delinquent on the date of this Deed, which Grantees herein assume and agree to pay as part of the consideration for this Deed subject to such taxes being prorated between Grantor and Grantees on the date this Deed is delivered;

r) the provisions of municipal ordinances, public laws and special acts; and

s) all easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601 et seq.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

TO HAVE AND TO HOLD the said granted Premises, with all the privileges and appurtenances thereto, to the said Grantees, **VAL II, LLC** (an undivided 69% interest) and **APM II, LLC** (an undivided 31% interest), as tenants in common, and their successors and assigns, to their own use and behoof forever; and the said Grantor, **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust,** for himself and his successors and assigns, does covenant with the said Grantees, and their successors and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Premises, and has good right and title to convey the same in the manner aforesaid, that the said Premises are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and he hereby engages to **WARRANT and DEFEND** the same against all lawful claims whatsoever, except as aforementioned.

IN WITNESS WHEREOF, **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust**, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this Warranty Deed this 12 day of November, 2018.

Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 13 day of November, 2018, personally appeared **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust**, to me known to be the person who executed the foregoing instrument, he acknowledged this instrument, by him signed, to be his free act and deed , individually and in their legal capacity as **Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust.**

Before me, _____
Notary Public

Printed Name: Michelle N Farkas

Notary commission issued in Chittenden County
My commission expires: 2/10/19

<1375107v1/MKF>

CITY CLERK'S OFFICE
Received Apr 21,2016 12:15P
Recorded in VOL: 1316 PG: 285-289
OF So. Burlington Land Records
Attest:
Donna Kinville
City Clerk

00039507 V: 1316 PG: 285

TRANZON AUCTION PROPERTIES' DISCLAIMER: **This is a recorded document referenced in the Seller's deed and is provided for informational purposes only.** This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST**, with a principal office in Burlington, County of Chittenden and State of Vermont ("Grantor"), in consideration of the sum of Ten and More Dollars paid to his full satisfaction by **GREEN MOUNTAIN DRIVE LLC**, a Vermont limited liability company with a place of business in Burlington, County of Chittenden and State of Vermont ("Grantee"), by these presents, does freely **GIVE, GRANT, SELL, CONVEY** and **CONFIRM** unto Grantee, **GREEN MOUNTAIN DRIVE LLC**, and its successors and assigns forever, all of Grantor's right, title and interest in a certain piece of land with all improvements thereon and appurtenances thereto in the City of South Burlington, County of Chittenden and State of Vermont (the "Premises"), described as follows, viz:

Being all of **Lot 1**, containing 3.13 acres, more or less, as shown on a plat entitled: "Lands of Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc., Money Purchase Pension Plan and Trust, 25 Green Mountain Dr., South Burlington, VT, Boundary Line Adjustment Plat," Sheet PL1, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated October 6, 2014, last revised July 20, 2015 and recorded in Map Slide 589 at Page 4 of the City of South Burlington Land Records (the "Plat").

The Premises are conveyed with the benefit of the following easements over and upon Grantor's adjacent property located at 25 Green Mountain Drive, which is depicted as "Lot 2" on the Plat and the Easement Plan (the "Easements"):

(a) Two non-exclusive easements for the construction, operation, use, maintenance, repair and replacement of a right of way for pedestrian access in the areas depicted in pink as the "Proposed Sidewalk Easement from Lot 2 to Lot 1" (the "Sidewalk Easements") on the easement plan entitled: "25 & 27 Green Mountain Drive, South Burlington, Vermont, Easement Plan," prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated February 1, 2016 and recorded in Map Slide 573 of at Page 2 of the City of South Burlington Land Records (the "Easement Plan").

(b) A non-exclusive easement for the construction, operation, use, maintenance, repair and replacement of a right of way for all manner of ingress and egress over the access driveway and parking aisles depicted in orange as the "Proposed Access Easement from Lot 2 to Lot 1" on the Easement Plan (the "Access Driveway Easement").

(c) Two easements for the construction, operation, use, maintenance, repair and replacement of: (i) an easement and right of way twenty (20) feet in width for the construction, operation, maintenance, repair and replacement of underground stormwater piping in the area depicted in dark blue as the "Proposed Stormwater Easement from Lot 2 to Lot 1" on the Easement Plan; and (ii) an easement and right of way for a portion of a stormwater pond in the area depicted in dark blue as the "Proposed Stormwater Easement from Lot 2 to Lot 1" on the Easement Plan.

(d) An easement for the construction, operation, use, maintenance, repair and replacement of underground electric lines, wires, conduits and/or cables, together with any necessary above-ground cabinets or vaults, used for utilities in the area depicted in green as the "Proposed Utility (Electric & Communications) Easement" on the Easement Plan.

(e) An easement for the construction, operation, use, maintenance, repair and replacement of an underground water line in the area depicted in medium blue as the "Proposed Utility (Water) Easement" on the Easement Plan (the "Water Line Easement"), together with the right to connect and reconnect Grantee's water line to Grantor's existing water line located on Lot 2. The Water Line Easement is composed of two segments: (i) the portion of the Water Line Easement running from north to south from the northerly boundary of Lot 2 to the point where it branches off to the east (the "North-South Leg"); and (ii) the portion of the Water Line Easement running approximately west to east from the terminus of the North-South Leg to the westerly boundary of the Premises (the "East-West Leg").

(f) An easement and right of way for the construction, operation, use, maintenance, repair and replacement of underground natural gas piping in the area running alongside the Access Driveway Easement and depicted in red as the "Proposed Utility (Gas) Easement" on the Easement Plan.

(g) An easement and right of way twenty (20) feet in width for the construction, operation, use, maintenance, repair and replacement of an underground sewer line in the area depicted in yellow as the "Proposed Utility (Sewer) Easement" on the Easement Plan.

(h) An easement to enter onto Lot 2 for the construction, operation, use, maintenance, repair and replacement of landscaping within the area depicted as "Proposed Landscape Maintenance Envelope" and outlined with a dotted red line on the Easement Plan (the "Landscaping Area").

Grantor, for himself and his successors and assigns, reserves: (i) an easement for stormwater discharge purposes over the Premises in the area depicted in light blue as the "Proposed Stormwater Easement From Lot 1 to Lot 2" on the Easement Plan in accordance with State of Vermont Discharge Permit No. 3017-INDS; and (ii) an easement for pedestrian access over the existing and relocated primitive trails on the Premises, as shown on the Easement Plan. The Premises are conveyed with the benefit of an easement for pedestrian access over the existing and relocated primitive trails and pedestrian paths on Lot 2 as shown on the Easement Plan.

The cost of maintaining, repairing and replacing the Easements shall be shared between Grantor and Grantee and their respective successors and assigns, as follows:

1. The cost of maintaining, repairing and replacing the Sidewalk Easements and the Access Driveway Easement shall be shared equally between Grantor and Grantee.

2. The cost of maintaining, repairing and replacing the North-South Leg of the water line located within the Water Line Easement shall be shared equally between Grantor and Grantee, and the cost of maintaining, repairing and replacing the East-West Leg of the water line located within the Water Line Easement shall be borne exclusively by Grantee.

3. Grantee shall be responsible for initial landscaping installation costs within the Landscaping Area. After installation, Grantor and Grantee shall share equally in the cost to maintain, repair and replace the landscaping within the Landscaping Area.

4. The cost of maintaining, repairing and replacing the stormwater systems serving Lot 1 and Lot 2 and obtaining and complying with all stormwater permitting requirements, including annual permitting fees and engineering reports, shall be shared between

Grantor and Grantee, with each party being responsible for paying a percentage share of the total cost equal to the area of impervious surface covering Lot 1 or Lot 2, respectively, divided by the total area of impervious surface on both Lot 1 and Lot 2, as follows: Lot 1 shall be responsible for paying 71.8% of such costs, and Lot 2 shall be responsible for paying 28.2% of such costs.

5. Each party shall promptly repair and restore any damage to the Easements caused by or arising out of its use of the Easements (normal wear and tear excepted), with such work to be performed in a neat and orderly, good and workmanlike manner, and accomplished diligently and expeditiously in a manner that minimizes any disruption to or interference with the other party's use thereof.

6. Except as set forth above, Grantee and its successors and assigns shall be responsible for all other costs associated with the maintenance of the Easement areas and the piping, cabling, equipment or other facilities located within the Easements.

The parties shall cooperate and coordinate the maintenance, repair and replacement (including striping, repaving, snow plowing and snow removal, as applicable) of the Access Driveway Easement and of the Sidewalk Easements, and each party shall pay half of the costs thereof. If the parties are unable to agree on the vendor to use for any such work, they shall solicit bids from at least three vendors who do not have any professional, business, family or personal affiliation with any of the parties that would compromise their independence, and if they cannot agree on which of those bids to accept they shall accept the lowest bid. No party shall undertake and perform any maintenance, repair or replacement of the Access Driveway Easement and of the Sidewalk Easements with the intent to share the costs thereof without first sending the other party written notice of the proposed work together with an estimate of the cost of performing such work. The party receiving such notice shall have ten (10) business days to review and approve such proposal, which approval shall not be unreasonably withheld, conditioned or delayed. Any disapproval shall be in writing and accompanied by an explanation of the party's reason for disapproving the proposed work together with a suggestion for how to reach agreement. If a party receiving notice under this provision fails to respond within such ten (10) business day period, then it shall be deemed to have approved the proposed work.

Unless the parties otherwise agree, the party initiating or proposing any maintenance, repair or replacement work shall have primary responsibility for performing the work in accordance with its proposal to perform the work and in accordance with all applicable engineering or work standards and applicable permits. The party performing the work will bill the other party for its share of the actual costs of performing the work. The invoiced party shall pay the invoicing party within thirty (30) days after the presentation of invoices for the completed portions of such work together with reasonable backup documentation. The parties agree to cooperate jointly to sign any permit application required for the performance of any such work.

Being a portion of the land and premises conveyed to Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust by Special Warranty Deed from IDX Systems Corporation dated November 29, 2010 and recorded in Volume 976 at Pages 225-229 of the City of South Burlington Land Records.

The Premises are conveyed subject to and benefitted by the terms and conditions of the following: (a) City of South Burlington Development Review Board approved Final Plat Application No. SD-15-18 by Findings of Fact and Decision dated August 20, 2015; (b) State of Vermont Wastewater System and Potable Water Supply Permit Amendment No. WW-4-1320-1

dated September 11, 2015 and recorded in Volume 1289 at Page 107 of the City of South Burlington Land Records; (c) State of Vermont Land Use Permit Amendment No. 4C0094-2F dated October 22, 2015 and to be recorded in the City of South Burlington Land Records; (d) Individual Stormwater Discharge Permit No. 3017-INDS dated October 15, 2015; (e) Authorization of Notice of Intent #3017-9020 under Construction General Permit #3-9020 dated May 15, 2015; and (f) Stream Alteration Permit #SA-04-054-2015 dated October 7, 2015.

The Premises are also subject to: (a) taxes assessed on the Grand List not delinquent on the date of this Deed, which Grantee herein assumes and agrees to pay as part of the consideration for this Deed subject to such taxes being prorated between Grantor and Grantee on the date this Deed is delivered; (b) the provisions of municipal ordinances, public laws and special acts; and (c) all easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601, *et seq*.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

TO HAVE AND TO HOLD the said Premises, with all the privileges and appurtenances thereto, to Grantee, **GREEN MOUNTAIN DRIVE LLC**, and its successors and assigns, to their own use and behoof forever; and the said Grantor, **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST**, for himself and his successors and assigns, does covenant with Grantee, and its successors and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Premises, and has good right and title to convey the same in the manner aforesaid, that the Premises are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and it hereby engages to **WARRANT** and **DEFEND** the same against all lawful claims whatsoever, except as aforementioned.

IN WITNESS WHEREOF, **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST** does hereby execute this Warranty Deed this 14th day of April, 2016.

Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 14th day of April, 2016, personally appeared **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed, individually and as trustee of **THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST.**

Before me, Valerie Lovett
Notary Public

Printed Name: Valerie Lovett

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Vermont Property Transfer Tax
32 V.S.A. Chap 231
-ACKNOWLEDGEMENT-
RETURN REC'D-TAX PAID BOARD
OF HEALTH CERT. REC'D.
VT LAND USE & DEVELOPMENT
PLANS ACT. CERT. REC'D
Return No. _____
Donna Kinville City Clerk
Date Apr 21,2016

<1105248v1/MNF>

END OF DOCUMENT

TRANZON AUCTION PROPERTIES' DISCLAIMER: This is a recorded document referenced in the Seller's deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

CITY CLERK'S OFFICE
Received Jun 26,2017 10:00A
Recorded in VOL: 1377 PG: 269
OF So. Burlington Land Records
Attest:
Donna Kinville
City Clerk

00045049 V: 1377 PG: 269

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is dated as of June 19th, 2017 and is entered into by and between **Green Mountain Drive LLC**, a Vermont limited liability company with a place of business in Burlington, Vermont ("GMD LLC") and **Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust,** with a place of business in St. Thomas, U.S. Virgin Islands ("Stonehenge").

Background

A. GMD LLC is the owner of the real property known as and numbered 27 Green Mountain Drive, South Burlington, Vermont ("27 GMD"), which it acquired by Warranty Deed from Barry Mossman, Trustee of the Stonehenge Investment Corporation Money Purchase Pension Plan and Trust, dated April 14, 2016 and recorded on April 21, 2016 in Volume 1316, Page 285 of the City of South Burlington Land Records (the "Stonehenge Deed"). Capitalized terms used herein and not defined shall have the meanings given in the Stonehenge Deed.

B. Stonehenge is the owner of the real property known as and numbered 25 Green Mountain Drive, South Burlington, Vermont ("25 GMD"), being a portion of the land and premises conveyed by Warranty Deed from IDX System Corporation to Barry Mossman, Trustee of The Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust, dated November 29, 2010 and recorded in Volume 976 at Page 225 of the City of South Burlington Land Records.

C. 27 GMD is benefited by Sidewalk Easements, which are described more particularly in the Stonehenge Deed as "two non-exclusive easements for the construction, operation, use, maintenance, repair and replacement of a right of way for pedestrian access in the areas depicted in pink as the "Proposed Sidewalk Easement from Lot 2 to Lot 1" on the easement plan entitled: "25 & 27 Green Mountain Drive, South Burlington, Vermont, Easement Plan," prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated February 1, 2016 and recorded in Map Slide 593 at Page 2 of the City of South Burlington Land Records" (the "Easement Plan").

D. The parties hereto desire to memorialize their agreement that the Sidewalk Easements are located in their as-built locations in the manner set forth in this Agreement.

Now Therefore, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The locations of the Sidewalk Easements are and shall be centered on the as-built location of their impervious surfaces. In particular, but without limiting the foregoing, the Sidewalk Easements are located where depicted on the plan entitled "27 Green Mountain Drive, South Burlington, Vermont, Condominium Site Plan" prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated March 30, 2017 and recorded in Map Slide 607 at Page 6 of the City of South Burlington Land Records (a copy of which is attached hereto and made a part hereof), which specifically identifies the field-adjusted location of a segment of the Sidewalk Easements.

2. This Agreement shall be recorded in the South Burlington Land Records. The terms and provisions of this Agreement shall bind and shall inure to the benefit of the parties hereto and their respective successors and assigns; without limiting the foregoing, the terms and provisions rights and obligations of this Agreement shall run with title to 27 GMD and to 25 GMD.

Two Signature Pages to Follow

IN WITNESS WHEREOF, the parties have set their respective hands and seals as of the date first set forth above.

Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust

By: _____
Barry Mossman, Trustee

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 24th day of May, 2017, personally appeared **Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed individually and as trustee.

Before me, Valerie Lovett
Notary Public
Printed Name: Valerie Lovett
My commission expires: 2.10.19

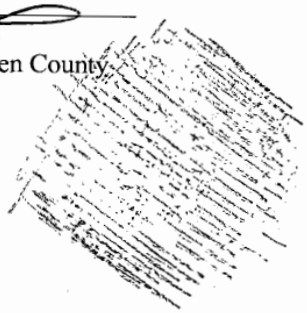
Green Mountain Drive LLC

By: _____
Erik J. Hoekstra, Manager and Duly Authorized Agent

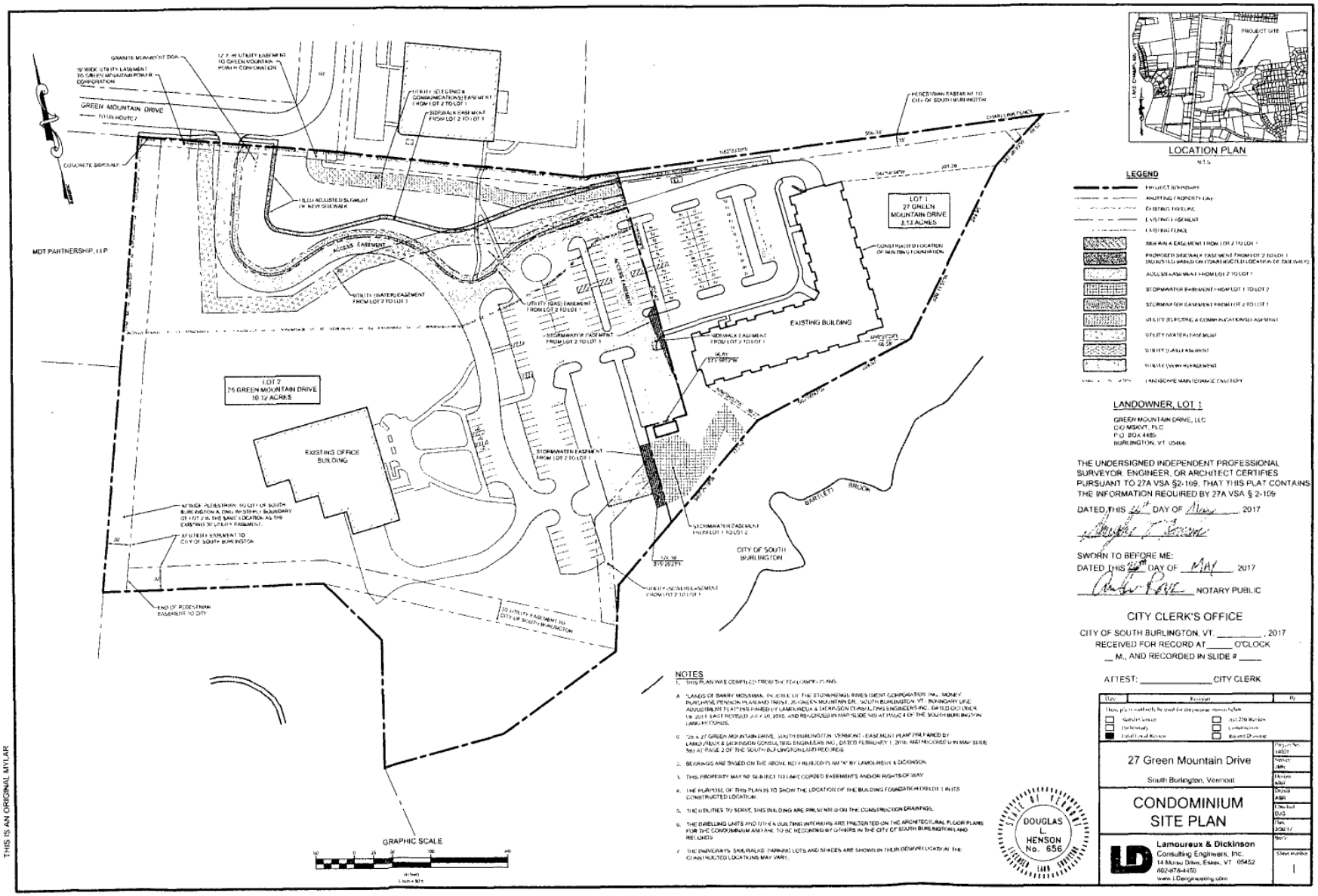
STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 19th day of June, 2017, personally appeared Erik J. Hoekstra, Manager and Duly Authorized Agent of **Green Mountain Drive LLC**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **Green Mountain Drive LLC**.

Before me, _____
Notary Public
Notary commission issued in Chittenden County
My commission expires: 2.10.19



TRANZON AUCTION PROPERTIES' NOTE: Please ignore the word "Condominium" on this site plan. The condominium reference was used by the surveyor and there is no condominium or condominium association in place.



END OF DOCUMENT

THIS IS AN ORIGINAL MYLAR

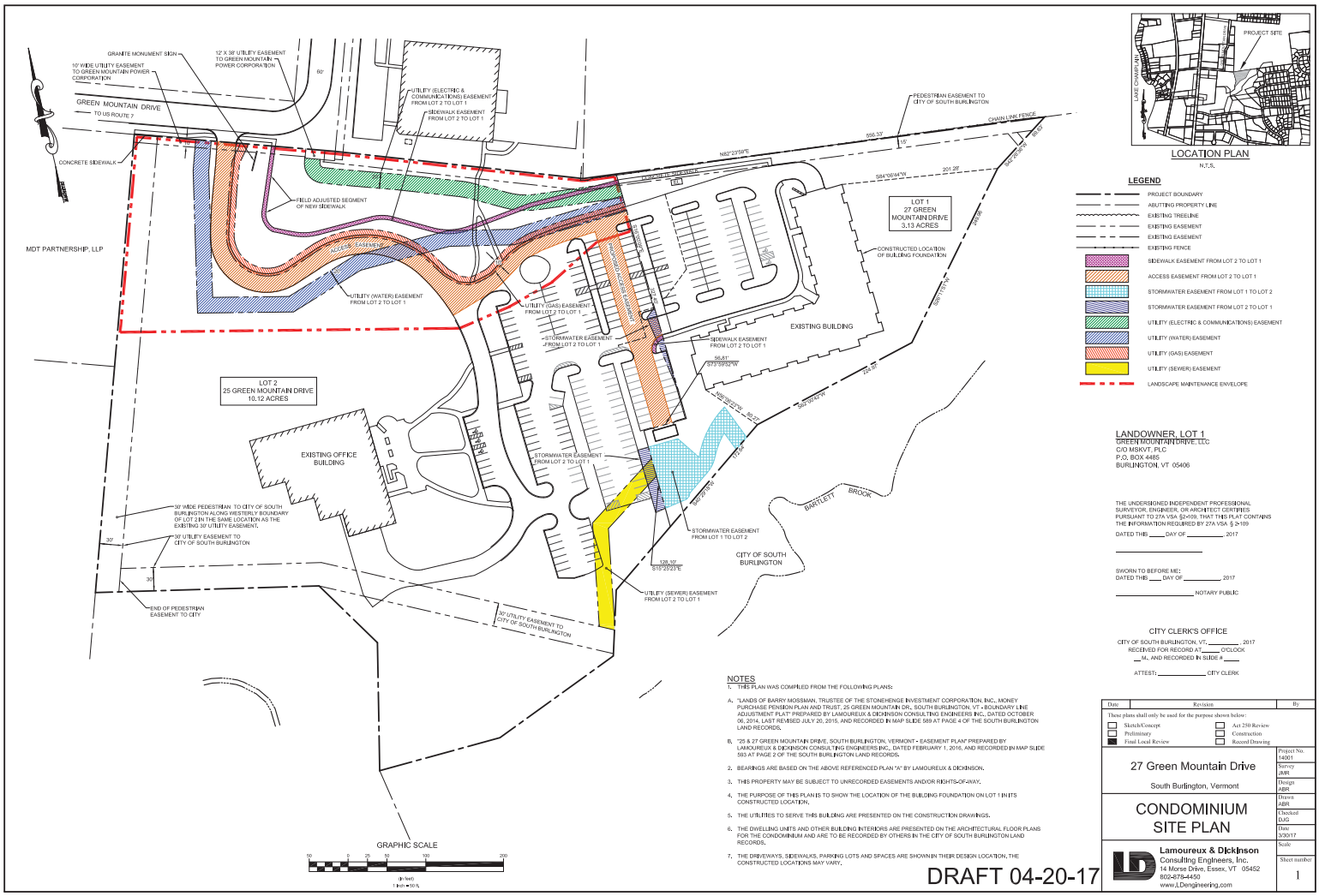
00045049 V: 1377 PG: 272

TRANZON AUCTION PROPERTIES' DISCLAIMER:

This is a DRAFT Site Plan for abutting property at 27 Green Mountain Drive showing easements. This draft plan is provided for informational purposes only and may have had some adjustments that are not depicted on the plan.

This property is sold as-is, where-is without representation.

Please ignore the word "Condominium" on this site plan. The condominium reference was used by the surveyor and there is no condominium or condominium association in place.



RECORDED DOCUMENTS & DRAFT SITE PLAN

THE FOLLOWING RECORDED DOCUMENTS PERTAINING TO THE PROPERTY ARE BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THERE MAY BE ADDITIONAL RECORDED DOCUMENTS.

THE FOLLOWING INFORMATION WAS DERIVED FROM SOURCES BELIEVED CORRECT BUT IS NOT GUARANTEED. INTERESTED PARTIES SHALL RELY ENTIRELY ON THEIR OWN INFORMATION AND JUDGMENT.

PROPERTY IS BEING SOLD ON AN "AS IS, WHERE IS" BASIS.

TRANZON AUCTION PROPERTIES' DISCLAIMER: This is the Sellers' deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust** with principal office in Burlington, County of Chittenden and State of Vermont ("Grantor"), in consideration of the sum of Ten and More Dollars, paid to its full satisfaction by **VAL II, LLC**, a Vermont limited liability company with a place of business in South Burlington, County of Chittenden and State of Vermont and **APM II, LLC**, a Vermont limited liability company with a place of business in South Burlington, County of Chittenden and State of Vermont ("Grantees"), by these presents, does hereby **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantees, **VAL II, LLC** (an undivided 69% interest) and **APM II, LLC** (an undivided 31% interest), as tenants in common, and their successors and assigns forever, a certain piece of land with all improvements thereon and appurtenances thereto in the City of South Burlington, County of Chittenden and State of Vermont (the "Premises"), described as follows, viz:

A parcel of land consisting of +/-10.12 acres of land with commercial building and all improvements thereon and being all of being all of Lot 2, containing 10.12 acres, more or less, as shown on a plat entitled: "Lands of Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc., Money Purchase Pension Plan and Trust, 25 Green Mountain Dr., South Burlington, VT, Boundary Line Adjustment Plat," Sheet PL1, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated October 6, 2014, last revised July 20,2015 and recorded in Map Slide 589 at Page 4 of the City of South Burlington Land Records (the "Plat"), located at 25 Green Mountain Drive, South Burlington, Vermont.

Being a portion of the land and premises conveyed to Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust by Special Warranty Deed from IDX Systems Corporation dated November 29, 2010 and recorded in Volume 976 at Pages 225-229 of the City of South Burlington Land Records.

The Premises are conveyed subject to and benefitted by the terms and conditions of the following:

a) Rights, easements and obligations set forth in the Warranty Deed from Barry Mossman, Trustee of The Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust to Green Mountain Drive LLC dated April 14, 2016 and recorded in Volume 1316 at Page 285 of the City of South Burlington Land Records;

b) Terms and conditions of the Easement Agreement between Green Mountain Drive LLC and Barry Mossman, Trustee of The Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust dated June 19, 2017 and recorded in Volume 1377 at Page 269 of the City of South Burlington Land Records;

c) Utility easement granted by National Life Insurance Company to Green Mountain Power Corporation by Deed dated April 8, 1974 and recorded in Volume 109 at Page 518 of the City of South Burlington Land Records.

d) Utility easement 30' in width as set forth in the Warranty Deed of National Life Insurance Company to GMP Real Estate Corporation dated August 25, 1975 and recorded in Volume 126 at Page 10 of the City of South Burlington Land Records and in the Warranty Deed of

National Life Insurance Company to the City of South Burlington dated January 6, 1976 and recorded in Volume 126 at Page 292 of the City of South Burlington Land Records.

e) Easement for roads conveyed by National Life Insurance Company to the City of South Burlington by Warranty Deed dated January 6, 1976 and recorded in Volume 126 at Page 289 of the City of South Burlington Land Records.

f) Pedestrian and non-motorized easement 10' in width granted by GMP Real Estate Corporation to the City of South Burlington by Warranty Deed dated August 23, 1983 and recorded in Volume 199 at Page 144 of the City of South Burlington Land Records.

g) Pedestrian and non-motorized easement fifteen (15') in width granted by GMP Real Estate Corporation to the City of South Burlington by Warranty Deed dated October 27, 1982 and recorded in Volume 211 at Page 247 of the City of South Burlington Land Records.

h) Notification of Underground Storage Tank filed by Green Mountain Power Corporation dated April 1, 1986 and recorded in Volume 215 at Page 192 of the City of South Burlington Land Records (installation of one tank), as amended by Underground Storage Tank form dated January 18, 1994 and recorded in Volume 363 at Page 653 of the City of South Burlington (for the replacement of the tank), as amended by Underground Storage Tank form (for change of ownership to IDX Systems Corporation) dated September 21, 1999 and recorded in Volume 464 at Page 36 of the City of South Burlington Land Records, and by Underground Storage Tank Closure Form dated January 25, 2010 and recorded in Volume 917 at Page 272 of the City of South Burlington Land Records.

i) Utility easement granted by IDX Systems Corporation to Vermont Gas Systems, Inc. by Deed of Easement for Pipelines dated October 20, 1999 and recorded in Volume 465 at Page 538 of the City of South Burlington Land Records.

j) Utility easement granted by IDX Systems Corporation to Green Mountain Power Corporation by Deed dated December 29, 2000 and recorded in Volume 490 at Page 684 of the City of South Burlington Land Records.

k) Notice to the City of South Burlington Land Records by GE Healthcare dated October 28, 2010 regarding Waste Management Division, SMS Site #2010-4062 recorded in Volume 969 at Page 20 of the City of South Burlington Land Records.

l) The Property may be subject to spring rights described in a deed of Fortis H. Abbot and Sadie M. Abbot to Vermont Agricultural College dated January 30, 1952 and recorded in Volume 30 at Page 286 of the City of South Burlington Land Records, as modified by an agreement recorded in Volume 22 at Page 393 of the City of South Burlington Land Records.

m) The Property may be subject to such easements and rights set forth in the Warranty Deed of Dominion Realty Corporation to National Life Insurance Company dated December 27, 1952 and recorded in Volume 30 at Page 497 of the City of South Burlington Land Records.

n) The Property may be subject to utility easement granted by National Life Insurance Company to Green Mountain Power Corporation by Deed dated September 21, 1961 and recorded in Volume 63 at Page 90 of the City of South Burlington Land Records.

o) Lease Agreement by and between IDX Systems Corporation and Allscripts, LLC dated November 30, 2006, as amended

p) State of Vermont Wastewater System and Potable Water Supply Permit WW-4-1320 dated December 22, 1999, as amended; (c) State of Vermont Land Use Permit 4C0094 dated March 30, 1973, as amended; (d) Individual Stormwater Discharge Permit No. 3017-INDS dated October 15, 2015;

q) taxes assessed on the Grand List not delinquent on the date of this Deed, which Grantees herein assume and agree to pay as part of the consideration for this Deed subject to such taxes being prorated between Grantor and Grantees on the date this Deed is delivered;

r) the provisions of municipal ordinances, public laws and special acts; and

s) all easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601 et seq.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

TO HAVE AND TO HOLD the said granted Premises, with all the privileges and appurtenances thereto, to the said Grantees, **VAL II, LLC** (an undivided 69% interest) and **APM II, LLC** (an undivided 31% interest), as tenants in common, and their successors and assigns, to their own use and behoof forever; and the said Grantor, **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust,** for himself and his successors and assigns, does covenant with the said Grantees, and their successors and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Premises, and has good right and title to convey the same in the manner aforesaid, that the said Premises are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and he hereby engages to **WARRANT and DEFEND** the same against all lawful claims whatsoever, except as aforementioned.

IN WITNESS WHEREOF, **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust**, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this Warranty Deed this 12 day of November, 2018.

Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 13 day of November, 2018, personally appeared **BARRY MOSSMAN, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust**, to me known to be the person who executed the foregoing instrument, he acknowledged this instrument, by him signed, to be his free act and deed , individually and in their legal capacity as **Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust.**

Before me, _____
Notary Public

Printed Name: Michelle N Farkas

Notary commission issued in Chittenden County
My commission expires: 2/10/19

<1375107v1/MKF>

CITY CLERK'S OFFICE
Received Apr 21,2016 12:15P
Recorded in VOL: 1316 PG: 285-289
OF So. Burlington Land Records
Attest:
Donna Kinville
City Clerk

00039507 V: 1316 PG: 285

TRANZON AUCTION PROPERTIES' DISCLAIMER: **This is a recorded document referenced in the Seller's deed and is provided for informational purposes only.** This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST**, with a principal office in Burlington, County of Chittenden and State of Vermont ("Grantor"), in consideration of the sum of Ten and More Dollars paid to his full satisfaction by **GREEN MOUNTAIN DRIVE LLC**, a Vermont limited liability company with a place of business in Burlington, County of Chittenden and State of Vermont ("Grantee"), by these presents, does freely **GIVE, GRANT, SELL, CONVEY** and **CONFIRM** unto Grantee, **GREEN MOUNTAIN DRIVE LLC**, and its successors and assigns forever, all of Grantor's right, title and interest in a certain piece of land with all improvements thereon and appurtenances thereto in the City of South Burlington, County of Chittenden and State of Vermont (the "Premises"), described as follows, viz:

Being all of **Lot 1**, containing 3.13 acres, more or less, as shown on a plat entitled: "Lands of Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc., Money Purchase Pension Plan and Trust, 25 Green Mountain Dr., South Burlington, VT, Boundary Line Adjustment Plat," Sheet PL1, prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated October 6, 2014, last revised July 20, 2015 and recorded in Map Slide 589 at Page 4 of the City of South Burlington Land Records (the "Plat").

The Premises are conveyed with the benefit of the following easements over and upon Grantor's adjacent property located at 25 Green Mountain Drive, which is depicted as "Lot 2" on the Plat and the Easement Plan (the "Easements"):

(a) Two non-exclusive easements for the construction, operation, use, maintenance, repair and replacement of a right of way for pedestrian access in the areas depicted in pink as the "Proposed Sidewalk Easement from Lot 2 to Lot 1" (the "Sidewalk Easements") on the easement plan entitled: "25 & 27 Green Mountain Drive, South Burlington, Vermont, Easement Plan," prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated February 1, 2016 and recorded in Map Slide 573 of at Page 2 of the City of South Burlington Land Records (the "Easement Plan").

(b) A non-exclusive easement for the construction, operation, use, maintenance, repair and replacement of a right of way for all manner of ingress and egress over the access driveway and parking aisles depicted in orange as the "Proposed Access Easement from Lot 2 to Lot 1" on the Easement Plan (the "Access Driveway Easement").

(c) Two easements for the construction, operation, use, maintenance, repair and replacement of: (i) an easement and right of way twenty (20) feet in width for the construction, operation, maintenance, repair and replacement of underground stormwater piping in the area depicted in dark blue as the "Proposed Stormwater Easement from Lot 2 to Lot 1" on the Easement Plan; and (ii) an easement and right of way for a portion of a stormwater pond in the area depicted in dark blue as the "Proposed Stormwater Easement from Lot 2 to Lot 1" on the Easement Plan.

(d) An easement for the construction, operation, use, maintenance, repair and replacement of underground electric lines, wires, conduits and/or cables, together with any necessary above-ground cabinets or vaults, used for utilities in the area depicted in green as the "Proposed Utility (Electric & Communications) Easement" on the Easement Plan.

(e) An easement for the construction, operation, use, maintenance, repair and replacement of an underground water line in the area depicted in medium blue as the "Proposed Utility (Water) Easement" on the Easement Plan (the "Water Line Easement"), together with the right to connect and reconnect Grantee's water line to Grantor's existing water line located on Lot 2. The Water Line Easement is composed of two segments: (i) the portion of the Water Line Easement running from north to south from the northerly boundary of Lot 2 to the point where it branches off to the east (the "North-South Leg"); and (ii) the portion of the Water Line Easement running approximately west to east from the terminus of the North-South Leg to the westerly boundary of the Premises (the "East-West Leg").

(f) An easement and right of way for the construction, operation, use, maintenance, repair and replacement of underground natural gas piping in the area running alongside the Access Driveway Easement and depicted in red as the "Proposed Utility (Gas) Easement" on the Easement Plan.

(g) An easement and right of way twenty (20) feet in width for the construction, operation, use, maintenance, repair and replacement of an underground sewer line in the area depicted in yellow as the "Proposed Utility (Sewer) Easement" on the Easement Plan.

(h) An easement to enter onto Lot 2 for the construction, operation, use, maintenance, repair and replacement of landscaping within the area depicted as "Proposed Landscape Maintenance Envelope" and outlined with a dotted red line on the Easement Plan (the "Landscaping Area").

Grantor, for himself and his successors and assigns, reserves: (i) an easement for stormwater discharge purposes over the Premises in the area depicted in light blue as the "Proposed Stormwater Easement From Lot 1 to Lot 2" on the Easement Plan in accordance with State of Vermont Discharge Permit No. 3017-INDS; and (ii) an easement for pedestrian access over the existing and relocated primitive trails on the Premises, as shown on the Easement Plan. The Premises are conveyed with the benefit of an easement for pedestrian access over the existing and relocated primitive trails and pedestrian paths on Lot 2 as shown on the Easement Plan.

The cost of maintaining, repairing and replacing the Easements shall be shared between Grantor and Grantee and their respective successors and assigns, as follows:

1. The cost of maintaining, repairing and replacing the Sidewalk Easements and the Access Driveway Easement shall be shared equally between Grantor and Grantee.

2. The cost of maintaining, repairing and replacing the North-South Leg of the water line located within the Water Line Easement shall be shared equally between Grantor and Grantee, and the cost of maintaining, repairing and replacing the East-West Leg of the water line located within the Water Line Easement shall be borne exclusively by Grantee.

3. Grantee shall be responsible for initial landscaping installation costs within the Landscaping Area. After installation, Grantor and Grantee shall share equally in the cost to maintain, repair and replace the landscaping within the Landscaping Area.

4. The cost of maintaining, repairing and replacing the stormwater systems serving Lot 1 and Lot 2 and obtaining and complying with all stormwater permitting requirements, including annual permitting fees and engineering reports, shall be shared between

Grantor and Grantee, with each party being responsible for paying a percentage share of the total cost equal to the area of impervious surface covering Lot 1 or Lot 2, respectively, divided by the total area of impervious surface on both Lot 1 and Lot 2, as follows: Lot 1 shall be responsible for paying 71.8% of such costs, and Lot 2 shall be responsible for paying 28.2% of such costs.

5. Each party shall promptly repair and restore any damage to the Easements caused by or arising out of its use of the Easements (normal wear and tear excepted), with such work to be performed in a neat and orderly, good and workmanlike manner, and accomplished diligently and expeditiously in a manner that minimizes any disruption to or interference with the other party's use thereof.

6. Except as set forth above, Grantee and its successors and assigns shall be responsible for all other costs associated with the maintenance of the Easement areas and the piping, cabling, equipment or other facilities located within the Easements.

The parties shall cooperate and coordinate the maintenance, repair and replacement (including striping, repaving, snow plowing and snow removal, as applicable) of the Access Driveway Easement and of the Sidewalk Easements, and each party shall pay half of the costs thereof. If the parties are unable to agree on the vendor to use for any such work, they shall solicit bids from at least three vendors who do not have any professional, business, family or personal affiliation with any of the parties that would compromise their independence, and if they cannot agree on which of those bids to accept they shall accept the lowest bid. No party shall undertake and perform any maintenance, repair or replacement of the Access Driveway Easement and of the Sidewalk Easements with the intent to share the costs thereof without first sending the other party written notice of the proposed work together with an estimate of the cost of performing such work. The party receiving such notice shall have ten (10) business days to review and approve such proposal, which approval shall not be unreasonably withheld, conditioned or delayed. Any disapproval shall be in writing and accompanied by an explanation of the party's reason for disapproving the proposed work together with a suggestion for how to reach agreement. If a party receiving notice under this provision fails to respond within such ten (10) business day period, then it shall be deemed to have approved the proposed work.

Unless the parties otherwise agree, the party initiating or proposing any maintenance, repair or replacement work shall have primary responsibility for performing the work in accordance with its proposal to perform the work and in accordance with all applicable engineering or work standards and applicable permits. The party performing the work will bill the other party for its share of the actual costs of performing the work. The invoiced party shall pay the invoicing party within thirty (30) days after the presentation of invoices for the completed portions of such work together with reasonable backup documentation. The parties agree to cooperate jointly to sign any permit application required for the performance of any such work.

Being a portion of the land and premises conveyed to Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust by Special Warranty Deed from IDX Systems Corporation dated November 29, 2010 and recorded in Volume 976 at Pages 225-229 of the City of South Burlington Land Records.

The Premises are conveyed subject to and benefitted by the terms and conditions of the following: (a) City of South Burlington Development Review Board approved Final Plat Application No. SD-15-18 by Findings of Fact and Decision dated August 20, 2015; (b) State of Vermont Wastewater System and Potable Water Supply Permit Amendment No. WW-4-1320-1

dated September 11, 2015 and recorded in Volume 1289 at Page 107 of the City of South Burlington Land Records; (c) State of Vermont Land Use Permit Amendment No. 4C0094-2F dated October 22, 2015 and to be recorded in the City of South Burlington Land Records; (d) Individual Stormwater Discharge Permit No. 3017-INDS dated October 15, 2015; (e) Authorization of Notice of Intent #3017-9020 under Construction General Permit #3-9020 dated May 15, 2015; and (f) Stream Alteration Permit #SA-04-054-2015 dated October 7, 2015.

The Premises are also subject to: (a) taxes assessed on the Grand List not delinquent on the date of this Deed, which Grantee herein assumes and agrees to pay as part of the consideration for this Deed subject to such taxes being prorated between Grantor and Grantee on the date this Deed is delivered; (b) the provisions of municipal ordinances, public laws and special acts; and (c) all easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601, *et seq*.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

TO HAVE AND TO HOLD the said Premises, with all the privileges and appurtenances thereto, to Grantee, **GREEN MOUNTAIN DRIVE LLC**, and its successors and assigns, to their own use and behoof forever; and the said Grantor, **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST**, for himself and his successors and assigns, does covenant with Grantee, and its successors and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Premises, and has good right and title to convey the same in the manner aforesaid, that the Premises are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and it hereby engages to **WARRANT** and **DEFEND** the same against all lawful claims whatsoever, except as aforementioned.

IN WITNESS WHEREOF, **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST** does hereby execute this Warranty Deed this 14th day of April, 2016.

Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 14th day of April, 2016, personally appeared **BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST**, to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed, individually and as trustee of **THE STONEHENGE INVESTMENT CORPORATION, INC. MONEY PURCHASE PENSION PLAN AND TRUST.**

Before me, Valerie Lovett
Notary Public

Printed Name: Valerie Lovett

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Vermont Property Transfer Tax
32 V.S.A. Chap 231
-ACKNOWLEDGEMENT-
RETURN REC'D-TAX PAID BOARD
OF HEALTH CERT. REC'D.
VT LAND USE & DEVELOPMENT
PLANS ACT. CERT. REC'D
Return No. _____
Donna Kinville City Clerk
Date Apr 21,2016

<1105248v1/MNF>

END OF DOCUMENT

TRANZON AUCTION PROPERTIES' DISCLAIMER: This is a recorded document referenced in the Seller's deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

CITY CLERK'S OFFICE
Received Jun 26,2017 10:00A
Recorded in VOL: 1377 PG: 269
OF So. Burlington Land Records
Attest:
Donna Kinville
City Clerk

00045049 V: 1377 PG: 269

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is dated as of June 19th, 2017 and is entered into by and between **Green Mountain Drive LLC**, a Vermont limited liability company with a place of business in Burlington, Vermont ("GMD LLC") and **Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust,** with a place of business in St. Thomas, U.S. Virgin Islands ("Stonehenge").

Background

A. GMD LLC is the owner of the real property known as and numbered 27 Green Mountain Drive, South Burlington, Vermont ("27 GMD"), which it acquired by Warranty Deed from Barry Mossman, Trustee of the Stonehenge Investment Corporation Money Purchase Pension Plan and Trust, dated April 14, 2016 and recorded on April 21, 2016 in Volume 1316, Page 285 of the City of South Burlington Land Records (the "Stonehenge Deed"). Capitalized terms used herein and not defined shall have the meanings given in the Stonehenge Deed.

B. Stonehenge is the owner of the real property known as and numbered 25 Green Mountain Drive, South Burlington, Vermont ("25 GMD"), being a portion of the land and premises conveyed by Warranty Deed from IDX System Corporation to Barry Mossman, Trustee of The Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust, dated November 29, 2010 and recorded in Volume 976 at Page 225 of the City of South Burlington Land Records.

C. 27 GMD is benefited by Sidewalk Easements, which are described more particularly in the Stonehenge Deed as "two non-exclusive easements for the construction, operation, use, maintenance, repair and replacement of a right of way for pedestrian access in the areas depicted in pink as the "Proposed Sidewalk Easement from Lot 2 to Lot 1" on the easement plan entitled: "25 & 27 Green Mountain Drive, South Burlington, Vermont, Easement Plan," prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated February 1, 2016 and recorded in Map Slide 593 at Page 2 of the City of South Burlington Land Records" (the "Easement Plan").

D. The parties hereto desire to memorialize their agreement that the Sidewalk Easements are located in their as-built locations in the manner set forth in this Agreement.

Now Therefore, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The locations of the Sidewalk Easements are and shall be centered on the as-built location of their impervious surfaces. In particular, but without limiting the foregoing, the Sidewalk Easements are located where depicted on the plan entitled "27 Green Mountain Drive, South Burlington, Vermont, Condominium Site Plan" prepared by Lamoureux & Dickinson Consulting Engineers, Inc., dated March 30, 2017 and recorded in Map Slide 607 at Page 6 of the City of South Burlington Land Records (a copy of which is attached hereto and made a part hereof), which specifically identifies the field-adjusted location of a segment of the Sidewalk Easements.

2. This Agreement shall be recorded in the South Burlington Land Records. The terms and provisions of this Agreement shall bind and shall inure to the benefit of the parties hereto and their respective successors and assigns; without limiting the foregoing, the terms and provisions rights and obligations of this Agreement shall run with title to 27 GMD and to 25 GMD.

Two Signature Pages to Follow

IN WITNESS WHEREOF, the parties have set their respective hands and seals as of the date first set forth above.

Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust

By: _____
Barry Mossman, Trustee

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 24th day of May, 2017, personally appeared **Barry Mossman, Trustee of the Stonehenge Investment Corporation, Inc. Money Purchase Pension Plan and Trust**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed individually and as trustee.

Before me, Valerie Lovett
Notary Public
Printed Name: Valerie Lovett
My commission expires: 2.10.19

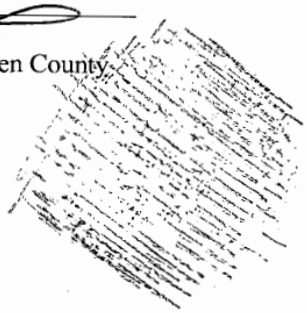
Green Mountain Drive LLC

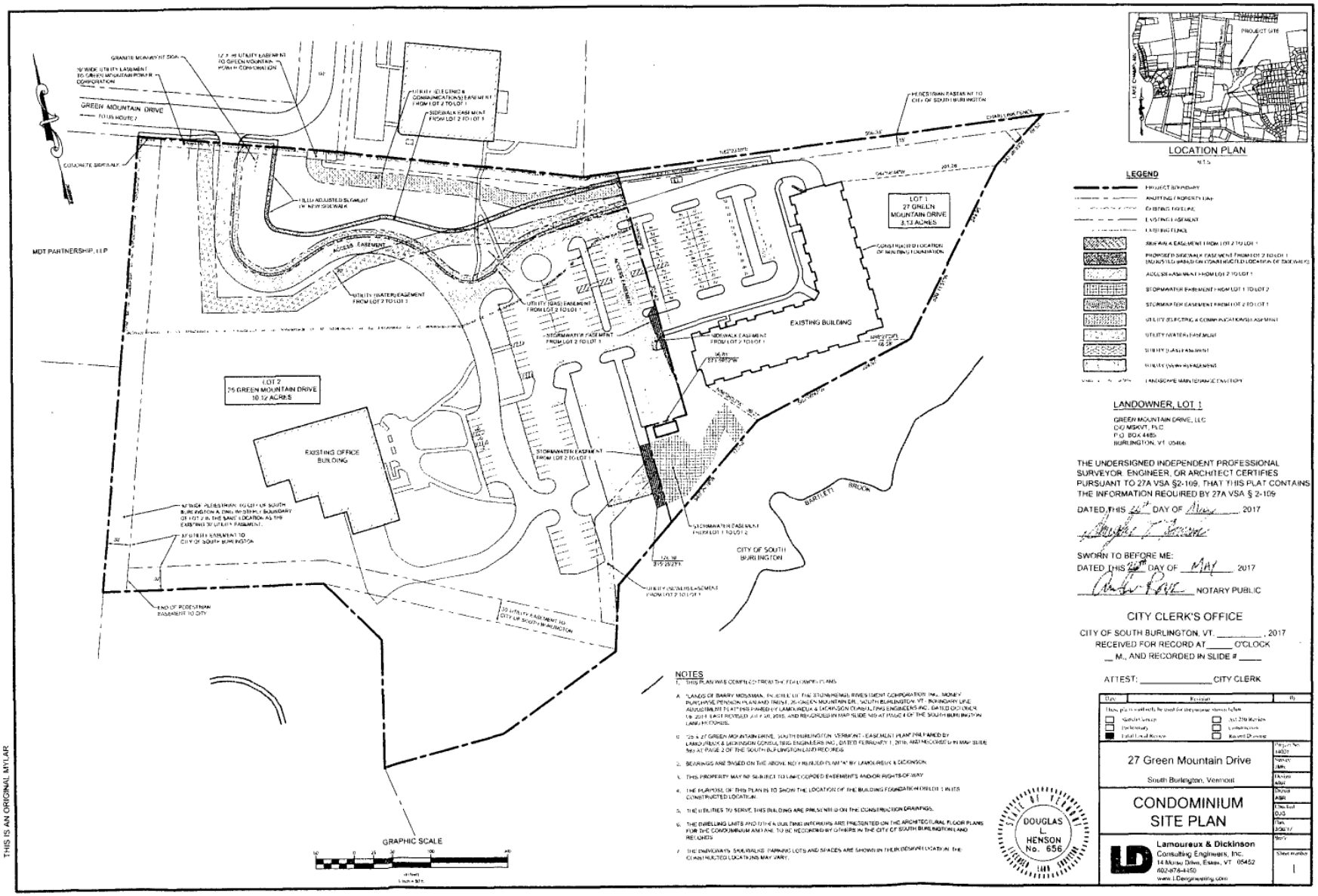
By: _____
Erik J. Hoekstra, Manager and Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 19th day of June, 2017, personally appeared Erik J. Hoekstra, Manager and Duly Authorized Agent of **Green Mountain Drive LLC**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **Green Mountain Drive LLC**.

Before me, _____
Notary Public
Notary commission issued in Chittenden County
My commission expires: 2.10.19





LOCATION PLAN

N.T.S.

LEGEND

- PROJECT BOUNDARY
- ADJOINING PROPERTY LINE
- CONTOURS (1' INTERVAL)
- EXISTING EASEMENT
- EXISTING FENCE
- SIDEWALK EASEMENT FROM LOT 2 TO LOT 1
- PROPOSED SIDEWALK EASEMENT FROM LOT 2 TO LOT 1 (ADJUSTED AREA ON ITEM MODIFIED LOCATION OF SIDEWALK)
- ACCESS EASEMENT FROM LOT 2 TO LOT 1
- STORMWATER EASEMENT FROM LOT 1 TO LOT 2
- STORMWATER EASEMENT FROM LOT 2 TO LOT 1
- UTILITY (ELECTRIC & COMMUNICATIONS) EASEMENT
- UTILITY (WATER) EASEMENT
- UTILITY (GAS) EASEMENT
- UTILITY (SEWER) EASEMENT
- LANDSCAPE MAINTENANCE ENTITY

LANDOWNER, LOT 1

GREEN MOUNTAIN DRIVE, LLC
C/O MSKVT, PLC
P.O. BOX 4485
BURLINGTON, VT 05406

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS 26th DAY OF May 2017

SWORN TO BEFORE ME:
DATED THIS 26th DAY OF MAY 2017

NOTARY PUBLIC

CITY CLERK'S OFFICE

CITY OF SOUTH BURLINGTON, VT. _____, 2017
RECEIVED FOR RECORD AT _____ O'CLOCK
__ M., AND RECORDED IN SLIDE # _____

ATTEST: _____ CITY CLERK

NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS:
   A. "LANDS OF BARRY MOSSMAN, IN ACTS OF THE STONEHENGE INVESTMENT CORPORATION INC., MONEY PURCHASE PENSION PLAN AND TRUST, 25 GREEN MOUNTAIN DR., SOUTH BURLINGTON, VT.", BOUNDARY LINE ADJUSTMENT PLAT (NOT PAIRED) BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED OCTOBER 19, 2011, LAST REVISED JULY 26, 2016, AND RECORDED IN MAP SLIDE 160 AT PAGE 4 OF THE SOUTH BURLINGTON LAND RECORDS.
   B. "25 & 27 GREEN MOUNTAIN DRIVE, SOUTH BURLINGTON, VERMONT - EASEMENT PLAN" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED FEBRUARY 1, 2016, AND RECORDED IN MAP SLIDE 566 AT PAGE 2 OF THE SOUTH BURLINGTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE NOTED PLAN "A" BY LAMOUREUX & DICKINSON.
3. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY.
4. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF THE BUILDING FOUNDATION FOR LOT 1 AS IT IS CONSTRUCTED LOCATION.
5. THE UTILITIES TO SERVE THIS BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
6. THE DWELLING UNITS AND OTHER BUILDING INFORMATION ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE CITY OF SOUTH BURLINGTON LAND RECORDS.
7. THE DRIVEWAYS, SIDEWALKS, PARKING LOTS AND SPACES ARE SHOWN IN THEIR DESIGNED LOCATION. THE CONSTRUCTED LOCATIONS MAY VARY.

STATE OF VERMONT
DOUGLAS L. HENSON
No. 656
LAND SURVEYOR

Date	Revision	By
This plan is not to be used for any purpose unless signed.		
☐ Sketch Plan ☐ Preliminary ■ Final/Local Review	☐ Act 250 Review ☐ Construction ☐ Record Drawing	

27 Green Mountain Drive
South Burlington, Vermont

CONDOMINIUM SITE PLAN

Lamoureux & Dickinson
Consulting Engineers, Inc.
14 Mosley Drive, Essex, VT 05452
802-878-4450
www.LDengineering.com

Project No.: 14801
Survey Date: N/A
Design date: 5/26/17
Drawn: DJS
Checked: DJS
Date: 5/26/17
Scale: 1" = 30'
Sheet number: 1

THIS IS AN ORIGINAL MYLAR

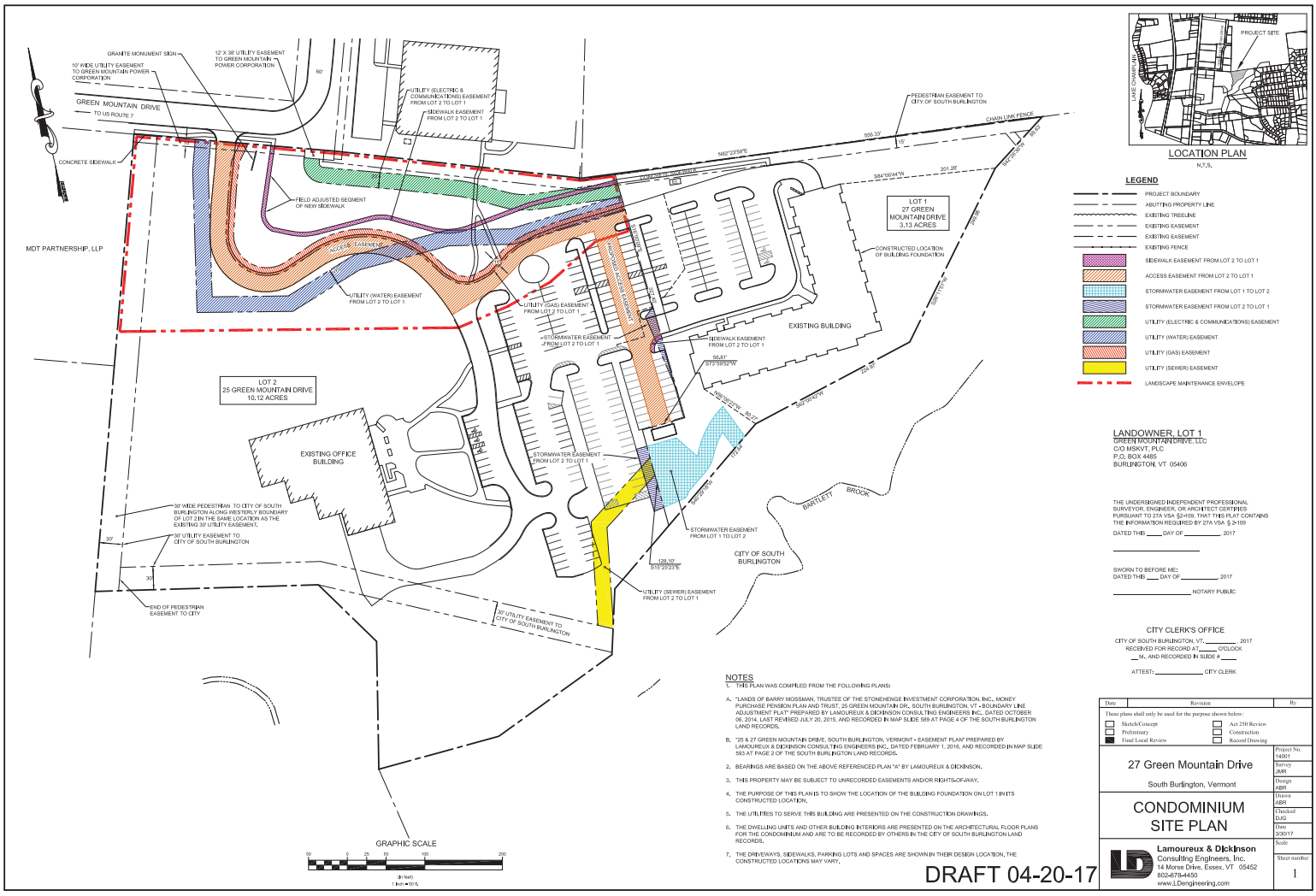
END OF DOCUMENT

00045049 VI: 1377 PG: 272

TRANZON AUCTION PROPERTIES' DISCLAIMER:

This is a DRAFT Site Plan for abutting property at 27 Green Mountain Drive showing easements. This draft plan is provided for informational purposes only and may have had some adjustments that are not depicted on the plan.

This property is sold as-is, where-is without representation.



LOCATION PLAN
N.T.S.

LEGEND

- PROJECT BOUNDARY
- ABUTTING PROPERTY LINE
- EXISTING TREELINE
- EXISTING EASEMENT
- EXISTING EASEMENT
- EXISTING FENCE
- SIDEWALK EASEMENT FROM LOT 2 TO LOT 1
- ACCESS EASEMENT FROM LOT 2 TO LOT 1
- STORMWATER EASEMENT FROM LOT 1 TO LOT 2
- STORMWATER EASEMENT FROM LOT 2 TO LOT 1
- UTILITY (ELECTRIC & COMMUNICATIONS) EASEMENT
- UTILITY (WATER) EASEMENT
- UTILITY (GAS) EASEMENT
- UTILITY (SEWER) EASEMENT
- LANDSCAPE MAINTENANCE ENVELOPE

LANDOWNER, LOT 1
GREEN MOUNTAIN DRIVE, LLC
C/O MSKVT, PLC
P.O. BOX 4485
BURLINGTON, VT 05406

THE UNDERSIGNED INDEPENDENT PROFESSIONAL SURVEYOR, ENGINEER, OR ARCHITECT CERTIFIES PURSUANT TO 27A VSA §2-109, THAT THIS PLAT CONTAINS THE INFORMATION REQUIRED BY 27A VSA § 2-109

DATED THIS ____ DAY OF _____ 2017

_____

SWORN TO BEFORE ME:
DATED THIS ___ DAY OF _____ 2017

_____ NOTARY PUBLIC

CITY CLERK'S OFFICE

CITY OF SOUTH BURLINGTON, VT: _____, 2017
RECEIVED FOR RECORD AT ____ O'CLOCK
__ M., AND RECORDED IN SLIDE # ____

ATTEST: _____ CITY CLERK

NOTES

1. THIS PLAN WAS COMPILED FROM THE FOLLOWING PLANS:
   A. "LANDS OF BARRY MOSSMAN, TRUSTEE OF THE STONEHENGE INVESTMENT CORPORATION, INC., MONEY PURCHASE PENSION PLAN AND TRUST, 25 GREEN MOUNTAIN DR., SOUTH BURLINGTON, VT - BOUNDARY LINE ADJUSTMENT PLAT" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED OCTOBER 06, 2014, LAST REVISED JULY 20, 2015, AND RECORDED IN MAP SLIDE 589 AT PAGE 4 OF THE SOUTH BURLINGTON LAND RECORDS.
   B. "25 & 27 GREEN MOUNTAIN DRIVE, SOUTH BURLINGTON, VERMONT - EASEMENT PLAN" PREPARED BY LAMOUREUX & DICKINSON CONSULTING ENGINEERS INC., DATED FEBRUARY 1, 2016, AND RECORDED IN MAP SLIDE 593 AT PAGE 2 OF THE SOUTH BURLINGTON LAND RECORDS.
2. BEARINGS ARE BASED ON THE ABOVE REFERENCED PLAN "A" BY LAMOUREUX & DICKINSON.
3. THIS PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY.
4. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF THE BUILDING FOUNDATION ON LOT 1 IN ITS CONSTRUCTED LOCATION.
5. THE UTILITIES TO SERVE THIS BUILDING ARE PRESENTED ON THE CONSTRUCTION DRAWINGS.
6. THE DWELLING UNITS AND OTHER BUILDING INTERIORS ARE PRESENTED ON THE ARCHITECTURAL FLOOR PLANS FOR THE CONDOMINIUM AND ARE TO BE RECORDED BY OTHERS IN THE CITY OF SOUTH BURLINGTON LAND RECORDS.
7. THE DRIVEWAYS, SIDEWALKS, PARKING LOTS AND SPACES ARE SHOWN IN THEIR DESIGN LOCATION, THE CONSTRUCTED LOCATIONS MAY VARY.

DRAFT 04-20-17

Date	Revision	By

These plans shall only be used for the purpose shown below:

- ☐ Sketch/Concept
- ☐ Preliminary
- ■ Final Local Review
- ☐ Act 250 Review
- ☐ Construction
- ☐ Record Drawing

27 Green Mountain Drive
South Burlington, Vermont

CONDOMINIUM SITE PLAN

Lamoureux & Dickinson
Consulting Engineers, Inc.
14 Morse Drive, Essex, VT 05452
802-879-4490
www.LDengineering.com

Project No.	14001
Survey	JMR
Design	ABR
Drawn	ABR
Checked	DJG
Date	3/30/17
Scale	
Sheet number	1

ZONING

For your convenience, a portion of the zoning is included in this package. Please contact the municipality to verify accuracy and obtain complete zoning information.

Additional zoning/land use information is available on the City of South Burlington's website at https://www.southburlingtonvt.gov/244/Land-Development-Regulation-Official-Map.

Interested parties should confirm this is the most current zoning/land use information.

TRANZON AUCTION PROPERTIES' DISCLAIMER: This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

5.03 Commercial 1 District With Airport Uses: C1-AIR

A. Purpose.

The Commercial 1 with Airport Uses District (C1-AIR) recognizes the existence of airport-related support services and businesses and encourages their location in close proximity to the Leahy Burlington International Airport.

B. Uses.

In the C1-AIR District, principal permitted uses and conditional uses shall be those shown in Table C-1, Table of Uses, except as provided for via applicable PUD type under Article 15.C.

C. Area, Density, and Dimensional Requirements.

In the C1-AIR District, area, density, and dimensional requirements shall be those shown in Table C-2, Dimensional Standards, except as provided for via applicable PUD type under Article 15.C or as modified by use of Inclusionary Zoning under Article 18 or Transferable Development Rights under Article 19.

5.04 Commercial 1 with Limited Retail: C1-LR

A. Purpose.

A Commercial 1 with Limited Retail (C1-LR) District is hereby formed in order to encourage the location of general retail at specific intersections in the city, to serve nearby residential areas. These commercial areas are intended to serve the convenience shopping needs of local residents and employees. Their location and design are intended to make them accessible both by motorized vehicle and by foot, thereby somewhat reducing traffic volume in the immediate vicinity. In these areas, businesses offering goods and services will be limited in allowed floor area and use. Such regulations generally follow existing Commercial 1 District regulations. Any uses not expressly permitted are prohibited, except those that are allowed as conditional uses.

B. Permitted and Conditional Uses.

In the C1-LR District, permitted principal uses and conditional uses shall be those shown in Table C-1, Table of Uses, except as provided for via applicable PUD type under Article 15.C.

C. Area, Density, and Dimensional Requirements.

In the C1-LR District, area, density, and dimensional requirements shall be those shown in Table C-2, Dimensional Standards, except as provided for via applicable PUD type under Article 15C or as modified by use of Inclusionary Zoning under Article 18 or Transferable Development Rights under Article 19.

5.05 Commercial 2 District: C2

A. Purpose.

A Commercial 2 (C2) District is hereby formed in order to encourage general commercial activity. In addition to uses permitted in the HSMU District, large lot-retail uses, such as sale of motor vehicles and building materials, may be permitted. A range of industrial uses as well as clustered residential development may be permitted in locations that are mutually compatible with general commercial activity.

B. Permitted and Conditional Uses.

In the C2 District, principal permitted uses and conditional uses shall be those shown in Table C-1, Table of Uses, except as provided for via applicable PUD type under Article 15.C.

C. Area, Density, and Dimensional Requirements.

In the C2 District, area, density, and dimensional requirements shall be those shown in Table C-2, Dimensional Standards, except as provided for via applicable PUD type under Article 15.C or as modified by use of Inclusionary Zoning under Article 18 or Transferable Development Rights under Article 19.

APPENDIX C: USES AND DIMENSIONAL STANDARDS

The tables on the following pages describe the allowable uses in each zoning district in the City, and the specific dimensional standards applicable to each. The tables are C-1, Table of Uses and C-2, Table of Dimensional Standards.

TABLE C-2: DIMENSIONAL STANDARDS APPLICABLE IN ALL DISTRICTS

Use	Specific Dimensional Standard
Additional dwellings for farm employees	Standards for single family dwelling in same zoning district
Bed and breakfast	Standards for single family dwelling in same zoning district. Minimum lot size 1 acre, except SEQ-VC zoning district where there is no minimum lot size.
Non-Residential Child Care Facility	Minimum lot size 12,000 SF or minimum for two-family dwelling in same zoning district, whichever is greater.
	Other dimensional standards for two-family dwelling in same zoning district apply.
Horticulture and forestry with on-premise retail sales	Minimum lot size three (3) acres. Retail uses must be set back a minimum of twenty (20) feet from all property lines.
Horticulture and forestry without on-premise retail sales	No minimum standards
Keeping of livestock	Minimum lot size ten (10) acres
Single family dwelling related to agriculture	Standards for single family dwelling in the same zoning district.

District	Land Use	Principal Building Standard Setbacks (Feet)[8]						Maximum Building Height [1]		
		Minimum Lot Size (SF)	Building Coverage	Lot Coverage	Front(s)	Side yard(s)	Rear	Principal	Max Stories Increase per Table 19-1[6]	Max Feet Increase per Table 19-1[6]
Residential and Commercial Districts	Single-Unit	5000	30%	50%	20 or AFS[2,3]	5	15 [5]	32	See Article 18 for Inclusionary Zoning bonuses	
	Duplex	5000	30%	50%	20 or AFS[2,3]	5	15 [5]	32		
	Divided Duplex	2500 per unit	30%	50%	20 or AFS[2,3]	0 or 5[4]	15 [5]	32		
	Townhouse	End Unit - 1500 per unit; In-Unit - 1000 per unit	40%	60%	20 or AFS[2,3]	0 or 5[4]	15 [5]	38		
	Small Multi-Unit (3-4 units)	5000	40%	60%	20	10	15 [5]	38	1	14
	Medium Multi-Unit (5-12 units)	9000	50%	70%	20	10	30	45	1	14
	Large Multi-Unit (13+ units)	n/a	50%	70%	20	10	30	60	2	28
	All other uses (incl mixed-use[7])	7000 LSN & QCP	50%	70%	20	10	30	38	-	-
		7000—MSN	50%	70%	20	10	30	45	1	14
		0 commercial districts	50%	70%	20	10	30	60	2	28
IC	ALL	40000	40%	70%	30	10	30	50	-	28
AIR	ALL	3 acres	30%	50%	50	35	50	50	-	28
IO	ALL	3 acres	30%	50%	50	35	50	50	-	28
IA-N	ALL	10 acres	20%	40%	75	50	50	50	-	28
IA-S	ALL	10 acres	10%	20%	75	50	50	50	-	28
PR	ALL	n/a	15%	25%	40	15	30	50	-	28
MU	ALL	n/a	30%	70%	40	15	30	50	-	28
City Center FBC District	Please see Article 8, City Center FBC District									

[1] for accessory structures, see Section 3.07(F)

[2] Average front setback = average of the two closest properties on the same street frontage

[3] allowed to be the lesser of 20 feet or the AFS

[4] 5 feet on non-attached side, 0 feet on attached side

[5] 10 feet in Queen City Park (QCP)

[6] by use of inclusionary zoning and/or transferable development rights

[7] Mixed-Use includes any building with both commercial and residential uses, including any number of residential units

[8] Accessory Buildings have the same Front setback as Principal Buildings. Side and Rear setbacks must be at least 5 feet.

Residential Uses		NRP	LSN	MSN	QCP	HSMU	C1-LR	C1-AIR	C1-AUTO	C-2	I-O	Mixed I-C	AIR	I-A	MUN	PARK
Single-unit Building		P	P	P	P		P									
Duplex (2 units)		P	P	P	P		P									
Divided Duplex (side by side)		P	P	P	P		P									
Townhouses			P (14)	P			P									
Small Multi-Unit Building (3-4 units)		P	P	P	P	P	P	P	P	P						
Medium Multi-Unit Building (5-12 units)				P		P	P	P	P	P						
Large Multi-Unit Building (13 or more units)						P	P	P	P	P						
Accessory residential units		See ADU Regulations														
Group home or Residential Care Home		P	P	P	P	P	P	P	P	P	P			C		

Public & Quasi-public		NRP	LSN	MSN	QCP	HSMU	C1-LR	C1-AIR	C1-AUTO	C-2	I-O	Mixed I-C	AIR	I-A	MUN	PARK
Cemeteries		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community center			C	P	C	P			P	P	P			P		P
Long-term Care Facility				P-TO		P	P		P	P				P		
Educational facility				P		P			P	P				P	P	
Educational support facilities						P (5)			P (5)					P		
Emergency Shelters						P	P	P	P	P-TO						
Funeral homes, mortuaries, and crematoriums						C	C	C	C	C	C	C				
Group quarters						P								P (11)		
Municipal facility						P			P	P		P	C	C	P	C
Parks		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Place of worship			P	P	P	P	P	P	P	P			P	P (11)		
Recreation paths		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Waste transfer stations, Hazardous Waste Management Facility, and Regional Solid Waste Management Facility												C			C	

Commercial Uses	**Scale**	NRP	LSN	MSN	QCP	HSMU	C1-LR	C1-AIR	C1-AUTO	C-2	I-O	Mixed I-C	AIR	I-A	MUN	PARK
Adult use																
	Small		P	P	P	P	P									
	Medium					P	P					P-ACC(1)				
Accommodations	Large					P	P	P	P	P						
Aviation Uses								P					P			
Cannabis Cultivation											P	P				
Cannabis Dispensary						P		P	P	P		P-TO				
Child Care Facility		P	P	P	P	P	P	P	P	P	P	P	P	P	P(12)	P(12)
Commercial Outdoor Recreation								P		P						
Commercial with Outdoor Impact							P	P	P	P	P	P	P			
Consumer-Facing Commercial	Small		P-LNC	P	P-LNC	P	P	P	P	P		P				P-ACC
	Medium			P		P	P	P	P	P		P				
	Large					P	P	P	P	P						
Data Center	Small										P	P				
	Large															
Food Hub		P (6)		P (6)		P (6)		P (6)	P (6)			P (7)		P (7)	P (7)	P (7)
General Commercial	Small			P		P	P	P	P	P	P	P	P			
	Medium			P-TO		P	P	P	P	P	P	P	P			
	Large					P	P	P	P	P	P	P	P			
Junk yard																
Medical and Social Services	Small			P-TO		P	P	P	P	P	P-TO	P-TO				
	Medium			P-TO		P	P	P	P	P	P-TO	P-TO				
	Large					P	P	P	P	P	P-TO	P-TO				
	Small							P	P	P		P	P			
	Medium								P	P						
Motor Vehicle-Focused Commercial	Large								P	P						
Retail Fueling										C						
Seasonal Mobile Food Unit						P	P	P	P	P		P				
Trucking-Centric Commercial	Small									P	P	P	P			
	Medium											P				
	Large															

Notes

(1) Allowed only as accessory use to General Commercial, Large use in a structure 50,000 SF GFA or greater

(2)-(4) reserved

(5) Educational support facilities in C1 are subject to the dimensional standards of the IA-North District. See Article 7.

(6) Use is limited to 3,000 SF GFA per tenant with a maximum 9,000 SF GFA total footprint for the building. Tenants shall have separate entries from one another and no direct passageways from one to another.

(7) Use is limited to 5,000 SF GFA per tenant with a maximum 15,000 SF GFA total footprint for the building. Tenants shall have separate entries from one another and no direct passageways from one to another.

(8) - (10) - reserved

(11) Use is allowed only as an Educational Support Facility. See Section 7.01(E)

(12) Allowable only as a municipally-operated facility.

(13) Unless otherwise enabled or restricted, all uses within a Planned Unit Development are allowable under the same provisions as for the underlying district;

(14) Limited to a maximum of 4 connected townhouses before a separate building

Key and Notes to the Table above:

P = Permitted

C = Conditional Use

PUD = Allowable within a Planned Unit Development

ACC = Allowable as an accessory use

TO = Allowable only in the Transit Overlay District

Non-TO = Allowable only outside of the Transit Overlay District

ONLINE TIMED AUCTION | FREQUENTLY ASKED QUESTIONS

When should I register for an online auction?

We recommend that you register as soon as possible. This allows you to become familiar with the online process and makes things easier when the auction opens.

Am I obligated to bid once I register?

No. You must register to be able to bid, but registration does not in any way obligate you to bid.

What is a bidding deposit? How is it different from an earnest money deposit?

Auction participants make a financial commitment to perform in order to be approved to bid, sometimes in the form of a credit card hold (see below) and sometimes in the form of certified or wired funds (also known as a bidding deposit) which are refunded after the close of the auction if you are not the winning bidder. Deposit terms and amounts for each auction can vary and are found in the Terms and Conditions.

The earnest money deposit is due upon notification that you are the winning bidder. This deposit acts as a payment toward the total purchase price and security against default. The amount of the deposit can be a percentage of your purchase price or a set amount. If certified or wired funds were required to bid, they will go toward any earnest money deposit amount due.

If you ask for my credit card information during the registration process, do you actually charge my card?

Your card will not be charged at the time of registration. However, a temporary hold may be placed on your card in lieu of a bidding deposit. The hold amount varies for different auctions (read the specific Terms and Conditions on the tranzon.com listing page or in the auction's Property Information Package). If you are not the successful bidder, any hold will be removed after the auction, generally within 24 hours. If you are the high bidder, the hold will remain in place until your obligations under the Terms and Conditions are met. Credit card holds are only processed as a penalty in the event that the high bidder defaults on his or her obligations under the Terms and Conditions.

Is the credit card hold a part of my earnest money deposit if I am the high bidder?

No. If a hold was placed on your credit card, you will need to comply separately with any earnest money deposit requirements. Once receipt of your earnest money deposit is confirmed, the hold on your card will be released. You will want to consult the Terms and Conditions for the auction to make sure you understand these requirements.

How do I register for an online auction?

You can register for an online auction through www.tranzon.com. Simply click "Online Auctions" in the BUY menu. Find the auction you are interested in and click the button that says "Login & Register to Bid." Then follow the instructions to register. You will be notified when your registration has been approved. After you have received approval notification, you can return to the auction at any time when bidding is open, log in, and bid.

When will the auction start? When will bidding end?

Bidding on any Tranzon online auction will begin and end at the times clearly shown on the listing page on tranzon.com and in the Property Information Package for the particular auction – or as extended (see "What is the auto-extend feature?" for more information). Please be careful to note that all times are expressed in Eastern Time (ET), so be sure to convert to local time for auctions outside of the Eastern time zone of the United States.

How should I prepare to participate in an online auction?

Here's a checklist you'll want to make sure to cover before you bid:

- ☐ Download and thoroughly read the Property Information Package (PIP), found in the "Documents" list on the property listing page, to make sure you understand what you're bidding on and the terms of the sale.
- ☐ Carefully read and accept the auction's Terms and Conditions.
- ☐ You're strongly encouraged to attend one of the available property previews or speak to the listed auction contact about scheduling a preview. Auction properties are sold without contingency, so you should see the property for yourself before bidding to ensure that it meets your needs as-is.
- ☐ Log into tranzon.com and register on the property listing page for your auction. You will be asked to certify that you have read and accepted the Terms and Conditions for the auction.

Should I wait until the last minute to bid?

You can certainly bid whenever you choose during the time that bidding is open. We recommend, however, that you not wait until the last minute to bid, in order to make sure that you do not miss an opportunity to bid because of technical or other issues that might arise. There is no particular advantage to waiting until the very last moment, as most Tranzon auctions feature an anti-sniping extension called auto-extend (see below) that limits a bidder's ability to become the winning bidder simply by submitting a bid at the very last moment.

What is the auto-extend feature?

If someone bids within the last few minutes of the auction, the timer for the auction will automatically extend. These "auto-extend" time periods can differ for particular auctions, so be sure to check the auto-extend times for your particular auction, which will be clearly noted in the Terms and Conditions. The extension process will continue until no further bids are placed before the closing time, as extended.

For example, an auction has a 2-minute auto-extend provision, and bidding is scheduled to close at 11:00 AM. A bid is placed at 10:59 AM (within 2 minutes of the scheduled closing time). This triggers an automatic two-minute reset of the countdown clock, adjusting the auction's end time to 11:01AM. The time will continue to extend in this way until no bids are placed for at least 2 minutes.

What is the Maximum Bid feature?

The Maximum Bid, or "Max Bid," feature allows you to put into the system your highest bid. The system will then bid on your behalf in the next increment up to but not exceeding that number. If no one bids against you, the system will not further raise your bid. Max Bidding is kind of a "set it and forget it" bid, but you will want to stay tuned to see if other bidders have exceeded your maximum. You can raise your Max Bid at any time prior to the close of bidding.

What happens if two people enter the same Maximum Bid?

If two bidders enter the same number as a Max Bid, the bidder who entered the Max Bid first will be considered the current high bidder at the full Max Bid amount (tie goes to the runner, in this case to the Max Bidder who was first-in-time to enter the Max Bid at that amount). For this reason, if you plan to enter a Max Bid, we recommend you enter it as soon as possible once the bidding starts.

After I have entered a Maximum Bid, what happens when someone enters a manual bid that is less than my Maximum Bid, or at the same level as my Maximum Bid?

After you have entered a Max Bid, if another bidder enters a specific (manual) bid at an amount less than your Max Bid, your bid will be advanced to the next increment higher than the other bidder's manual bid, subject always to not exceeding your Max Bid amount. If the other bidder enters a manual bid in the same amount as your previously-registered Max Bid, your Max Bid will match the manual bid and your Max Bid will be considered the high bid at that amount (again, tie goes to the runner, in this case the Max Bidder who had previously entered a Max Bid at that amount instead of the bidder who entered a manual bid at the same amount later).

I was the high bidder. What happens next?

An agent from our office will either call or email you soon after the bidding closes, typically within 24 hours.

- If the auction did not have a reserve and did not require seller confirmation, our agent will provide you with instructions for submitting your earnest money deposit, scheduling the closing, and other post-auction details.
- If the auction was subject to a reserve or required seller confirmation, our agent will advise whether your high bid has been accepted. If your high bid is accepted, we will provide you with instructions for submitting your earnest money deposit, scheduling of the closing and other post-auction details. If your high bid is not accepted, we will advise you as to next steps. In most cases where the high bid is not accepted by the seller, post-auction offers will be considered and should be submitted through the Tranzon agent.

What if I have other questions?

Call or e-mail the contact listed on the auction's property listing page or contact the Tranzon main office at 866-872-6966 (toll-free). Our auction professionals are always happy to help with any questions you might have.

SALE/LEGAL DOCS

Terms and Conditions for Timed Online Auctions

The following Terms and Conditions apply to all online auctions conducted by Tranzon member companies. The auction company or companies conducting this auction is or are referred to as "we" or "our" or "Auctioneer" in the following Terms and Conditions, and references to the Auctioneer include all of the Auctioneer's employees, officers, directors, principals, employees, agents and other representatives. The Auctioneer is a member company in Tranzon, LLC. All Tranzon member companies are independently owned and operated.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as "you" or "your" or "Bidder(s)" in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the "Additional Terms and Conditions") for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to Seller confirmation. In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

Agent for Seller: The Auctioneer does not own the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

Due Diligence: It is your responsibility to obtain and read the Property Information Package relating to the property being sold at this auction, as well as any and all other information made available on the Tranzon website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the Property Information Package or otherwise obtained through the Tranzon website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer's and the Seller's actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice or your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer's website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

No Conditions or Contingencies: Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any broker participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the Property Information Package, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. **You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.**

Registration and Verification: In order to bid at this auction, you will be required to register at the Tranzon website, www.tranzon.com (the "Tranzon website"). All Bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer's sole discretion based on the Auctioneer's past experience with the registering bidder or otherwise, and may be subject to verification through credit card information in the registration process. You may be asked to provide credit card information for this purpose, and we will use a third-party service or other process to verify that your credit card is valid and has available credit.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

Bidding Time: This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the Tranzon website. All time references on the bidding site for Tranzon online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the Tranzon website carefully so that you are aware of the scheduled closing time.

Extended Bidding Time: The Auction is scheduled to begin on the "Starting Date and Time" and tentatively end on the "Scheduled Ending Date and Time" that are listed on the property page of Tranzon's website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder, until receiving a notification of the amount of the high bid as of the time of closing of the auction.

Bidder Responsibility: Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Bid Increments: Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

Maximum Bid Amount: We also provide opportunities for a bidder to submit a maximum bid amount (often called a "Max Bid") and to direct that our website bid on such bidder's behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a

max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.

Technical Problems: We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and process, your or our internet service and access, and your connection to this auction's bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

Terms Specific to This Auction or Property: As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.

Bidding Authorization: A bid deposit in an amount set forth on the Tranzon website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Alternatively, in some instances a credit card preauthorization may be accepted for bidding authorization, not as a deposit. Please see specific requirements associated with the property for which you are registering to bid, as set forth on the Tranzon website or in the Additional Terms and Conditions.

Earnest Money Deposit: If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the Tranzon website or in the Additional Terms and Conditions.

Purchase Contract: If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the Tranzon website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

Buyer's Premium: A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the Tranzon website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract, and must be paid by the successful bidder.

Closing: All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

High Bidder's Default: Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. In addition, in the event the successful bidder fails to submit the executed Purchase Contract and any required earnest money deposit as required by these Terms and Conditions and any Additional Terms and Conditions, the successful bidder agrees to pay to the Auctioneer a fee in the amount of Ten Thousand Dollars ($10,000.00) or such other amount as may be specified in any Additional Terms and Conditions, which amount may be paid by retention of the high bidder's deposit check or the credit card submitted for bidding authorization, in the sole discretion of the Auctioneer, as a penalty for non-performance. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

General Terms and Conditions: You acknowledge and understand that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any broker involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The sole and exclusive venue for any disputes regarding or relating in any way to this auction or the transactions made in conjunction with this auction shall be in the state courts of general jurisdiction located in the jurisdiction where the property that is subject to this auction is located, or if more than one such jurisdiction is related to such property or properties, in any one of such jurisdictions as the Auctioneer may select, or, at the election of the Seller in its sole discretion in any jurisdiction where the Seller maintains a principal or other place of business, and you irrevocably submit to the jurisdiction of such courts.

Additional Online Terms and Conditions – South Burlington, Vermont

- **Sale is for Real Estate Only:** No personal property is being conveyed unless stated otherwise in the Purchase and Sale Agreement.

- **Property Information Package:** Prior to bidding, interested parties should download and review the Property Information Package (PIP) available at www.tranzon.com/AP26071. In addition to property information, the PIP includes Online Auction FAQs.

- **Subject to Sale Prior to Auction:** Property may be sold prior to conclusion of online bidding.

- **Auction Type:** Seller has the right to reject or accept high bid. High Bidder will be notified if high bid has been accepted or rejected.

- **Bidding Authorization Credit Card Hold:** $7,500.00 credit card hold at the time of registering to bid online.

- **Proof of Funds:** At Seller's sole discretion, Seller has the right to request proof of funds from any registered bidder and has the right to request Auctioneer to suspend or terminate bidding privileges.

- **High Bidder's Default – Non-Performance Fee:** As noted in the Terms and Conditions for Timed Online Auctions, failure of High Bidder to submit an executed Purchase & Sale Agreement and any required earnest money deposit will result in the defaulted High Bidder's registered credit card being charged a fee equal to up to $10,000.00 for non-performance.

- **Bidding:** Bidders must take care in entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retracted or rescinded in whole or in part.

- **Extended Bidding Time:** As noted in the Terms and Conditions for Timed Online Auctions, there is an automatic extension feature that will extend the auction ending time for an additional period of time. The extension bidding time for this auction will be 2 minutes. For complete details, please see Extended Bidding Time in the Terms and Conditions for Timed Online Auctions.

- **Buyer's Premium:** A five percent (5%) Buyer's Premium will be added to the High Bid amount.

- **Purchase & Sale Agreement Execution:** At the time of registering to bid for an online auction, bidders must provide an e-mail and telephone number they can be reached at immediately following the close of the online bidding event. Immediately after the close of the online bidding event, High Bidder must execute the Purchase & Sale Agreement via a secure online document signing service. The High Bid offer will remain valid, irrevocable and available for the Seller's acceptance.

- **Earnest Money Deposit:** High Bidder will be required within twenty-four (24) hours following the close of the online auction bidding event, to submit to Tranzon Auction Properties by wire transfer in United States funds and payable to Tranzon Auction Properties Escrow Account, a non-refundable (unless High Bid rejected) Deposit equaling ten percent (10%) of the Purchase Price (High Bid Amount + 5% Buyer's Premium = Purchase Price).

- **Closing:** Must be on or before the date indicated in the Purchase and Sale Agreement.

- **Agents Welcome:** Agent participation is being offered. Please visit our website at www.tranzon.com/AP26071 or call us for details.

PURCHASE AND SALE AGREEMENT
REAL ESTATE

This Purchase and Sale Agreement (hereinafter called "**Agreement**") is made this _____ day of_____, 2026 by and between **VAL II, LLC and APM II, LLC** with an address of P.O. Box 2361, South Burlington, VT 05407 (hereinafter called "**Seller**")

and
_____ with an address of
_____
(hereinafter called "**Buyer**"), who agree as follows:

WHEREAS, by making a bid/offer for the Property, the Buyer is deemed to have acknowledged and read this Agreement and all other disclosures and information about the Property and has agreed that the Buyer understood those documents and agreed to be bound by them; and

WHEREAS, the Buyer was the high bidder at the conclusion of the auction (if applicable) for the Property; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged, the Seller and Buyer agree as follows:

1. Description of Property to be Conveyed. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the real estate and any improvements thereto located at **25 Green Mountain Drive, South Burlington, Chittenden County, Vermont** (the **"Property"**) which Property is more particularly identified by the City of South Burlington as **Parcel ID 0720-00025**. Such transaction is subject to the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference.

This sale is for Real Estate only.

2. Purchase Price.

Purchase Price calculated as:

High Bid:		$_____
5% Buyer's Premium: (+)		$_____
Purchase Price:	(=)	$_____
10% Deposit*		$_____

*Within Twenty-Four (24) hours following the close of the online auction bidding,Tranzon Auction Properties (the "**Auction Firm**") must receive from Buyer by wire transfer in United States funds payable to "Tranzon Auction Properties Escrow Account", a Deposit equaling Ten Percent (10%) of the Purchase Price. The Deposit is non-refundable other than as outlined in Agreement below or if High Bid not accepted by the Seller, then Seller will cause Auction Firm to return Deposit to Buyer. If an attorney or title company is required to hold the Deposit, Auction Firm will transfer Deposit to appropriate escrow agent.

Buyer is required to pay the balance of the Purchase Price at the time of closing in immediately available United States funds as provided herein.

3. Irrevocable Offer. The offer set forth in this Agreement will remain valid, irrevocable and available for the Seller's acceptance. No obligation to sell the Property or any portion thereof shall be created or binding on Seller unless and until the Agreement is signed by the Seller and delivered by Seller or Auction Firm to Buyer.

4. Closing. Buyer is required to pay the balance due on the Purchase Price at the time of closing in immediately available United States funds. Closing shall occur **no more than 45 days** following the Effective Date of this Agreement (the "Closing Date"). Buyer shall have the option to extend the Closing period for two (2) 15-day periods so long as Buyer increases the non-refundable Deposit by an additional $10,000.00 prior to each extension. Seller and Buyer mutually agree that time is of the essence with respect to the Closing Date. The Closing Date shall be extended for any period of time necessary for Seller to cure title defects as more fully described below.

5. Deed of Conveyance. Seller shall, at closing, execute and deliver to Buyer a Quitclaim Deed with Covenants for the Property.

6. Title. Seller will convey title to the Property in accordance with the Standards of Title adopted by the Vermont Bar Association, and free and clear of all encumbrances, except but not limited to the following ("Permitted Title Matters"): Federal, State and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws; building and/or zoning restrictions of record; restrictive covenants and conditions of record; municipal code violations; usual public utilities associated with servicing of the Property, usual easement/rights-of-way of any description or source; rights public and private, in all roads, streets and easements which may be included within the lines of the property; rights of adjoining land owners; improvements, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the ground; such state of facts as an accurate survey and physical inspection of the Property would reveal, and rights of tenants, if any.

The Buyer acknowledges that if there is/are existing mortgage(s) on the Property those mortgages shall be paid on or before the Closing Date (with or without use of sale proceeds) by the Seller and such mortgage(s) shall not constitute a title defect within the meaning of this Agreement so long as the mortgage(s) is/are discharged at or following the closing in accordance with customary conveyancing practices.

7. Title Examination. Buyer may examine title to the Property for the ten (10) day period immediately following the Effective Date of this Agreement and may, within that ten (10) day period, notify Seller in writing (the "Title Defect Notice") of any defects in title (other than Permitted Title Matters) which may render the title to the Property uninsurable under the Standards of Title adopted by the Vermont Bar Association. The Title Defect Notice shall state with specificity the title defect and the requested remedy and include any recorded documents causing the defect. After receipt of the Title Defect Notice, Seller may, at its sole option, either: (i) terminate this Agreement; (ii) or proceed to attempt to cure the title defects referenced in the Title Defect Notice. Seller shall have forty-five (45) days, from Title Defect Notice, to cure any defects of title which may render the title uninsurable under the Standards of Title adopted by the Vermont Bar Association so brought to its attention in the Title Defect Notice. The Closing Date shall be automatically extended in the event Seller elects to attempt to cure such defects. In the event Seller fails to remedy the defects referenced in the Title Defect Notice within such time frame, Buyer's exclusive and sole remedy, whether in law or equity, is the right to rescind the Agreement and have the Deposit and any Additional Deposit refunded. If Buyer fails to rescind within ten (10) days of Seller's notice that it has not cured defects referenced in the Title Defect Notice or lapsing of the 45-day cure period,

Buyer will be deemed to have waived such defects in title and to have agreed to accept title subject to the alleged defect.

8. Costs and Expenses. Buyer will assume responsibility and all associated costs of: Title search and/or examination, title insurance coverage; any inspection and property reports obtained by Buyer; Buyer's share of pro-rated real estate taxes; Buyer's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Buyer's customary share of applicable transfer tax; and representation by legal counsel.

Seller will assume responsibility and all associated costs of: Seller's share of pro-rated real estate taxes; Seller's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Seller's customary share of applicable transfer tax; Seller's document preparation and processing fees; and representation by legal counsel.

9. Property Transfer Tax/Land Gains Tax/Act 250 Disclosure Statement. Buyer 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 Buyer 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 Buyer with an Act 250 Disclosure Statement and fails to provide such a statement or provides the statement in an untimely manner, Buyer's closing on this transaction and acceptance of Seller's deed shall constitute a waiver and release of Buyer'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.

10. Income Tax Withholding Requirements if Seller is a Nonresident of Vermont. If Seller is a nonresident of Vermont, unless a withholding certificate is issued by the Vermont Commissioner of Taxes in advance of the closing, Buyer shall withhold 2.5 percent of the total purchase price and file a withholding tax return with the Vermont Department of Taxes. If Buyer fails to withhold such taxes when required to do so, Buyer may be liable to the respective taxing authorities for the amount of such tax. Buyer shall have the right to reasonably request evidence that Seller is exempt from payment of the tax in the form of a certificate of residence status.

11. Risk of Loss/Condemnation. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled, to the same extent that Seller would have been so entitled, to proceeds of condemnation when paid. In the event that a material portion of the Property is damaged or destroyed by fire or other casualty prior to Closing, then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled to all insurance proceeds received by Seller, if any, to the same extent that Seller would have been so entitled. Seller is not required to carry property insurance.

12. Possession. Buyer shall only be entitled to possession of the Property at Closing.

13. No Warranties; Risk of Defects. No warranties expressed or implied are made concerning the condition of Property. All such warranties are disclaimed with respect to any improvement located on the Property, including improvements located underground and the location and/or

boundaries of the Property. The Buyer shall assume risk for any defects. Buyer of the Property expressly acknowledges and agrees that the Purchase Price reflects the "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" condition of the Property and the assumption of all risks relating to disclosed and undisclosed defects. Without limiting the generality of the foregoing, no representation or warranty is made as to the Property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any relating to zoning, environmental law, dangerous chemicals or hazardous waste. Buyer is relying upon its own inspection, and its own professional advisors in its examination of the Property and all improvements thereon. Buyer hereby represents, warrants and covenants to Seller that, prior to the Effective Date, Buyer has conducted Buyer's own investigation of the Property and the physical condition, if access available, thereof. Buyer agrees that neither Seller nor Auction Firm, or any of their agents, representatives, or employees are giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expenses for any title search, title examination or title insurance. Buyer further acknowledges and agrees they have in no way relied on representations made by Seller, Auction Firm, or any of their agents, representatives, or employees.

14. No Contingencies. The Buyer's commitment under this Agreement is NOT contingent upon securing financing or upon any other conditions including due diligence unless otherwise specifically stated in this Agreement; the Deposit and any Additional Deposit will not be refunded due to any inability to obtain financing or any other failure by Buyer to perform.

15. Buyer Default/Termination. If Buyer shall either default in the making of any payment required herein, including payment of the Deposit in accordance with the terms of Section 2 hereof or payment of any Additional Deposit, or shall fail to comply with any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions, Seller shall, in addition to any other right or rights available as a matter of law or equity, retain the Deposit and any Additional Deposit made or required to be made as liquidated damages; declare Buyer's rights under this Agreement terminated and at an end; and Seller may resell the Property or re-advertise the Property for sale, at Seller's option. Seller shall be entitled to recover from Buyer all attorneys' fees and costs, including paralegal fees incurred by Seller in connection with any default or breach by Buyer of any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions.

16. Seller Default. If the sale of the Property is not closed due to any act or inaction by the Seller, including the inability of the Seller to convey title, the Buyer shall not be entitled to seek damages, penalty or specific performance from the Seller. Buyer's sole and exclusive remedy shall only be a refund of the Deposit and any Additional Deposit paid by Buyer. Upon return of the Deposit and any Additional Deposit, this Agreement shall terminate and neither party shall have any rights or obligations hereunder.

17. Limitation of Buyer's Damages. Buyer agrees that in any dispute or action arising out of this Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit(s), repayable without interest, and that under no circumstances may such damages include without limitation, any claims for punitive damages, specific performance, lost profits, compensatory damages, consequential damages and/or attorneys' fees.

18. Number/Gender/Joint and Several Obligations. The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This

Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

19. Entire Agreement; Amendment; Non-Waiver. This Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference constitute the entire agreement between the Seller and Buyer, supersedes all prior negotiations and understandings, shall not be altered or amended except by written amendment signed by Seller and Buyer, and Buyer hereby acknowledges the Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions have been carefully read and are fully understood. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

20. Assignment/Recording. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Buyer may not assign its rights under this Agreement to any third party or record this Agreement without the written consent of the Seller, which consent Seller may withhold at its sole discretion. In the event of any assignment so consented to by Seller, such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to Seller, must be executed and delivered by Buyer and the proposed assignee(s) to Seller at least seven (7) calendar days prior to the Closing Date. Recording this Agreement without Seller's prior written consent shall constitute an immediate default by Buyer, entitling Seller to retain all deposits paid and terminate this Agreement without further recourse between the parties.

21. Governing Law. This Agreement and all proceedings relating thereto shall be governed by the laws of the State of Vermont, without reference to any conflict of law provisions thereof.

22. Waiver of Jury Trial. Buyer, Seller and Auction Firm knowingly and voluntarily waive any and all rights to have any controversy or claim arising from or relating to this Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions, or breach thereof, resolved by a jury.

23. Mediation. Disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the Property shall be submitted to mediation in accordance with the Vermont Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

24. Fair Housing and Equal Opportunity. This Property is being sold without regard to race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity or expression, physical or mental disability, age, military status, marital status, familial status, or income status.

25. Effective Date. The Effective Date of the Agreement is agreed to be the date on which the Seller accepts and enters into this Agreement as indicated below.

26. Counterparts; Execution. This Agreement may be simultaneously executed in any

number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and/or by email and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed version of this Agreement containing either original, faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original, faxed or emailed signatures of the parties, shall be binding on them.

TIME IS OF THE ESSENCE IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement on the date next to Seller and Buyer name below.

SELLER: VAL II, LLC

By (signature):

Print Name:

Title:

Dated (the “Effective Date”):

SELLER: APM II, LLC

By (signature):

Print Name:

Title:

Dated (the “Effective Date”):

BUYER:

By (signature):

Print Name:

Dated:

BUYER:

By (signature):

Print Name:

Dated:

Docusign Envelope ID: 70BA00B9-B281-8475-80F8-8849109F251D

VERMONT FLOOD DISCLOSURE

State of Vermont 27 V.S.A § 380 requires all Sellers of real property to disclose the flood status of their property to the Buyer.

Seller: VAL II, LLC and APM II, LLC

Property Address: 25 Green Mountain Drive, South Burlington, Vermont

1. Is the property located in a Federal Emergency Management Agency (FEMA) mapped special flood hazard area? Yes_____ No__X____

2. Is the property located in a Federal Emergency Management Agency (FEMA) mapped moderate flood hazard area? Yes_____ No__X____

   ~~If property located in a mapped special or moderate flood hazard area, what is the relevant FEMA Panel Number_____~~
   ~~Map Effective Date_____~~

3. Has the property experienced flooding or flood damage during the seller's ownership, including damage from inundation or from flood related erosion or landslide damage?
   Yes_____ No__X____

4. Does the seller maintain flood insurance on the property? Yes_____ No__X_____

Flood maps can be searched for by entering a property address on FEMA's Flood Map Service Center at https://msc.fema.gov/portal.

Additional Comments (if any)_____

_____

Signed by:
Seller:_____ EFB0277C831646A... Date: 10/21/2026

Seller:_____ Date:_____

The undersigned hereby acknowledge receipt of this Disclosure.

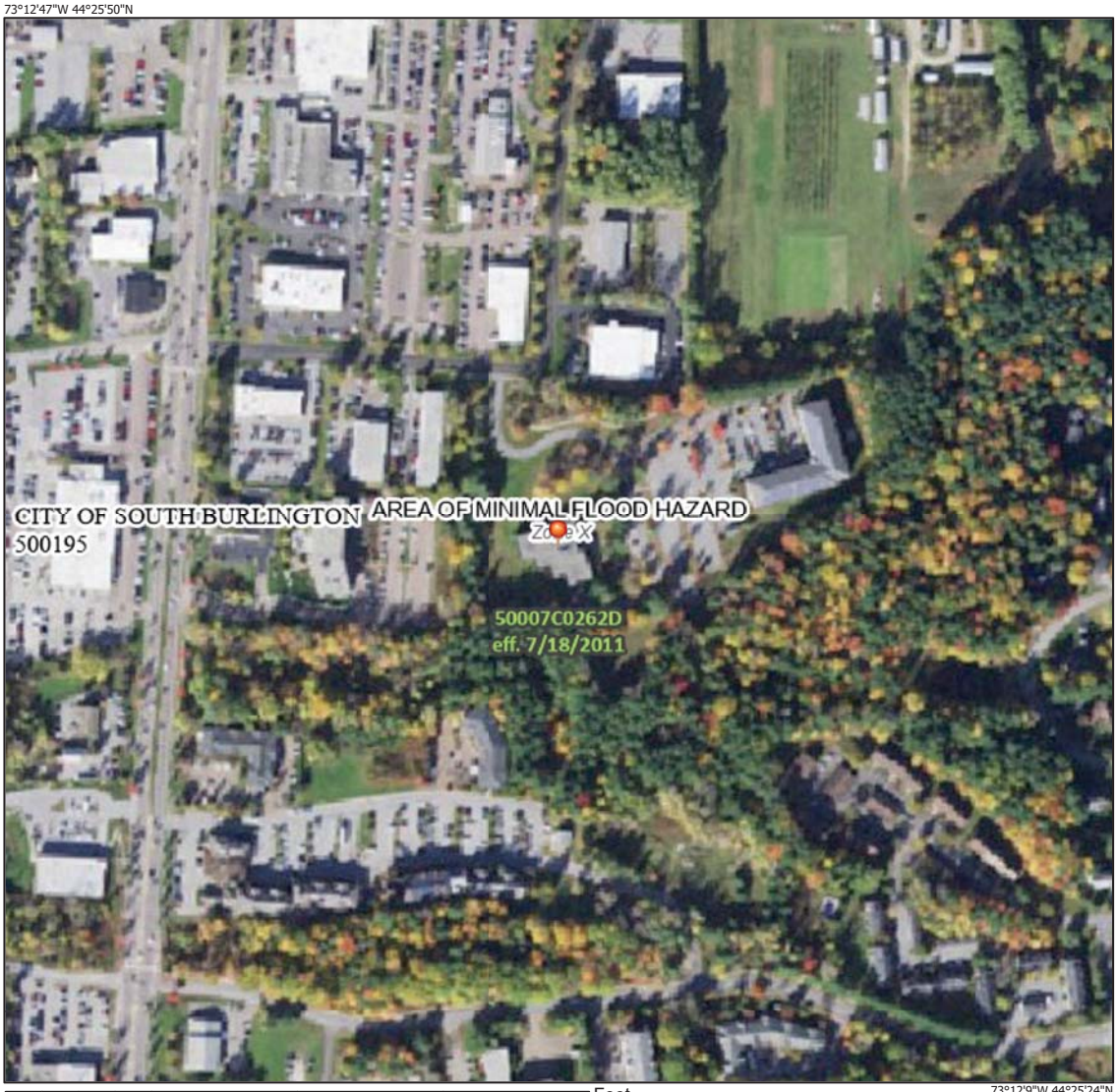
Buyer:_____ Date:_____

Buyer:_____ Date:_____

National Flood Hazard Layer FIRMette

FEMA

73°12'47"W 44°25'50"N



73°12'9"W 44°25'24"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/20/2026 at 6:44 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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