

AUCTION SALE & PURCHASE AGREEMENT
THIS IS A LEGALLY BINDING CONTRACT

Received from _____ (Purchaser(s) Full Name)
of _____ (Address),
SS#(s) _____, (“Purchaser”) the sum of Ten Thousand Dollars
(\$10,000.00) (the “Deposit”) and other good and valuable consideration, for purchase of property
foreclosed upon by LS Financial LLC (“Transferor”), known as the former American Mobile Power
Inc., f/k/a Energtek, Inc., and Energtek-North Country, Inc. property, located at 53 Lafar Street in
the Town of Swanton, County of Franklin, and State of Vermont, as further described on Schedule
A attached hereto (the “Property”).

It is hereby agreed that Purchaser shall purchase and Transferor shall transfer the Property in
accordance with 12 VSA Section 4954 and the following terms and conditions:

1. Total Purchase Price is _____ (\$ _____)
U.S. Funds, with the balance after crediting the Deposit referenced above to be paid in
immediately available funds (cash, wire transfer, local bank cashier’s check or other certified
funds) to Transferor at the closing.
2. The Deposit will be held by the Thomas Hirchak Company. The Deposit will be held by the
Thomas Hirchak Company in its auction account, which is interest-bearing. Purchaser
acknowledges and agrees that the interest which will be earned on the deposit is de minimis, and
that said interest shall be deemed and considered as earned by and due to the Thomas Hirchak
Company solely for undertaking the fiduciary obligations associated with holding the deposit. The
Deposit is non-refundable, except as specifically provided herein.
3. Transfer of title to the Property shall be in accordance with the procedure set forth in 12
VSA Section 4954 and by Confirmation Order issued by the Vermont Superior Court, Franklin Civil
Division. The Property is to be conveyed in “AS IS” condition “WITH ALL FAULTS,” known and
unknown, and subject to all title defects and encumbrances of record; all federal, state, and local
laws, including but not limited to environmental, health, safety, zoning, and building laws,
ordinances, and all governmental regulations; all existing building lines (if established); all rights,
easements, covenants, conditions, reservations, agreements, privileges, obligations, duties, and
restrictions of record, insofar as such are now in force and applicable.
4. Transferor’s obligation to transfer the Property is contingent upon Transferor’s receipt of a
Confirmation Order from the Vermont Superior Court, Franklin Civil Division in the matter of LS
Financial LLC v American Mobile Power Inc., et al., Docket No. 95-3-20 Frcv, in a time, manner, and

form acceptable to Transferor. If Transferor is unable to obtain a Confirmation Order in a time, manner, or form acceptable to Transferor, then Transferor, at its election, may void this agreement and the Deposit shall be returned to Purchaser, with no other costs or remedies available to Purchaser.

5. This agreement is not subject to any financing, inspection or any other contingencies. Transferor shall not be obligated to provide financing of any kind to Purchaser.

6. The closing shall be conducted ten (10) days after issuance of the Court's Confirmation Order or forty-five (45) days from date of auction (the "Closing Date"), whichever is later, at a time and place mutually agreed upon by the parties. Neither party shall be obliged to extend the Closing Date (time being of the essence under this agreement); however, the parties may agree in writing to extend the Closing Date.

7. In the event the Purchaser shall fail to pay the balance of the Purchase Price on the Closing Date, Transferor may either retain all of the Deposit, as agreed-upon liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law. Because of the nature and subject matter of this agreement, damages arising from Purchaser's default may be difficult to calculate with precision and the amount of the Deposit reflects a reasonable estimate of Transferor's damages for Purchaser's default.

8. Purchaser shall pay any costs incident to searching the title to the Property, to the extent Purchaser desires to search the title. Transferor shall not be responsible for remedying any defects in title and Purchaser waives all rights under 27 VSA Section 612. Purchaser shall be responsible for paying the property transfer tax due.

9. The sale is subject to any monies due of the Town of Swanton for real estate taxes and other assessments, if any (delinquent and current). All municipal taxes and assessments shall be paid by Purchaser over and above the Purchase Price.

10. Purchaser agrees that, in entering into this agreement, Purchaser is not relying on any representations made by Transferor or Transferor's agent(s) or representative(s), but, rather, is relying solely on Purchaser's own judgment, reached after an investigation made by Purchaser into the condition of the Property, and Purchaser's own personal inspection thereof. Purchaser acknowledges that any and all information of any type that Purchaser has received or may receive from Transferor or Transferor's agent(s) or representative(s) was furnished on the express condition that Purchaser would make, and Purchaser acknowledges that Purchaser has made, an independent verification of the accuracy of any and all such information, all such information being furnished without any representation or warranty as to the accuracy or completeness whatsoever. Purchaser has performed such due diligence as Purchaser deems sufficient and enters into this agreement with the understanding that the purchase is not subject to any further due diligence review. Purchaser agrees to accept the Property in its present condition, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from inspection, and Purchaser expressly assumes the risk of any and all defects in

the Property. Purchaser agrees to accept the Property "AS IS," "WITH ALL FAULTS," without warranty, expressed or implied. It being fully understood that TRANSFEROR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS CONCERNING THE PROPERTY, THE CONDITION THEREOF, OR ANY OTHER MATTER PERTAINING THERETO, including but not limited to matters relating to boundaries, acreage, water source/supply, wastewater, or compliance with Vermont zoning, subdivision and any state and federal environmental laws, and any environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the use of the Property. Transferor makes no warranties as to permits or permitted use of this Property. EXPRESSLY EXCLUDED FROM APPLICATION ARE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTIES EXPRESS OR IMPLIED AT LAW. Purchaser agrees that no warranty has arisen through trade, custom, or course of dealing with Transferor, and agrees that all disclaimers of warranties shall be construed liberally in favor of Transferor. Purchaser acknowledges that in no event is Transferor responsible for obtaining any permits to comply with state, federal or municipal laws, or for making any repairs, upgrades, improvements and/or treatments to the Property or for altering in any way the condition of the Property. This provision shall survive the closing.

11. During the period between the date of this contract and transfer of title, risk of loss shall be on Purchaser. Transferor shall not bear the risk of loss or damage to the Property by fire or other insured casualty for the benefit of the Purchaser. If the Purchaser wishes to have the Property insured for Purchaser's benefit, Purchaser must take the necessary actions at Purchaser's own expense. Purchaser assumes all risk of loss or liability between the dates of the auction to the Closing Date and recording of the Confirmation Order in the Town of Swanton Land Records.

12. By execution of this agreement, Purchaser represents that it has performed such due diligence that the Purchaser deems sufficient and as a result of such due diligence, Purchaser desires to enter into this agreement to purchase the Property. Purchaser is not entering into this agreement as a result of any advertisement or announcement or representations made by the Transferor and/or its agent(s) or representative(s) and understands that the purchase is NOT subject to any further due diligence review.

13. The property is sold subject to any and all permits and amendments and the terms and conditions of same or otherwise of record. Purchaser acknowledges receipt of the same, including but not limited to:

- a. Site Plan Approval #506-2014 by the Town of Swanton dated June 3, 2014.
- b. Water and Water Allocations issued by the Village of Swanton dated July 30, 2014.
- c. Wetlands Permit 0 NAE-2010-2152 issued by the US Army Corp of Engineers dated December 9, 2013.
- d. Wastewater System & Potable Water Supply Permit #WW-6-2375 issued by the State of Vermont Agency of Natural Resources – Drinking Water & Groundwater Protection Division dated November 4, 2011 for construction of infrastructure; and Permit #WW-6-2375-1

dated November 20, 2014 to combine five lots into a 23.8-acre parcel for construction of a natural gas facility.

- e. Public Water Supply Construction Permit #C-2692-11.2 issued by the Vermont Dept of Environmental Conservation – Drinking Water & Groundwater Protection Division dated November 14, 2014.
- f. Vermont Act 250 Land Use Permit #6F0633-1 – issued by the Vermont Agency of Natural Resources District Commission #6 for the construction of a compressed natural gas facility to transport compressed natural gas on vehicles to customers, dated December 15, 2014.
- g. Vermont Act 250 Land Use Permit #6F0633-2, issued by the Vermont Agency of Natural Resources District Commission #6, dated April 20, 2015 for the placement of clean fill.
- h. State of Vermont Land Use Permit 6F0633 dated November 17, 2011 issued to Town of Swanton to subdivide 23.8 acre tract of land into five industrial lots, construct access road, stormwater system and utilities.

14. This agreement and any subsequent conveyance are subject to the disclaimers in this agreement. Transferor and Purchaser agree that Thomas Hirchak Company, retained as Auctioneers by Transferor, brought about this sale, and that Thomas Hirchak Company acted solely as agents of the Court in this transaction.

15. Possession of the Property shall be given to the Purchaser at the time of closing, subject to any rights of tenant(s) in possession.

16. This agreement contains the entire agreement of the parties, and it may not be amended subsequent to the execution hereof except by a writing executed by each of the parties to this agreement. Each party warrants and represents that it has the capacity, authority and ability to legally consummate the transaction set forth herein.

17. This agreement shall benefit and bind both the Transferor and Purchaser and their respective heirs, executors, administrators, successors and assigns, and shall be governed by Vermont law. Purchaser may not assign this agreement without the written consent of Transferor and the approval of the Vermont Superior Court, Franklin Civil Division. Any such approval shall be obtained by Purchaser at its sole cost and expense and shall not be cause to delay the Closing Date.

18. Purchaser acknowledges that Purchaser has not relied upon any oral or written representations of any employee, agent, representative, or attorney for Transferor not expressly set forth in this agreement as a basis for Purchaser's decision to execute this agreement. In express recognition thereof, Purchaser agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein or in any Addendum or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

19. The parties agree that, with respect to the performance of their respective obligations hereunder, time is of the essence. Should Purchaser default in any obligation under this agreement or fail to close within the time herein described, Purchaser agrees to indemnify and hold Transferor harmless from any resulting or consequential loss, claim or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by Transferor.

Purchaser has read this agreement and understands the terms and is bound by its contents. THIS IS A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, the Purchaser(s) has executed this agreement at Swanton, Vermont, this 14th day of October, 2021.

IN THE PRESENCE OF:

Witness

Purchaser

Purchaser

IN WITNESS WHEREOF, the Transferor has caused this agreement to be executed at Swanton, Vermont, this 14th day of October, 2021.

IN THE PRESENCE OF:

Transferor:

LS Financial, LLC

Witness

By: _____
Duly Authorized Agent

ADDENDUM TO AUCTION SALE & PURCHASE AGREEMENT

DISCLAIMER AS TO CONDITION OF PROPERTY:

Purchaser agrees to accept the Property in its present condition, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from any inspections, and Purchaser hereby expressly assumes the risk of any and all defects in the Property. Purchaser acknowledges that Transferor has made NO WARRANTIES OR REPRESENTATIONS concerning the condition of the Property; Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY; and Purchaser represents to Transferor as a material inducement to this contract, that Purchaser is relying solely on such inspections and examination, if any, that Purchaser has conducted prior to the expiration.

DISCLAIMER AS TO LAND USE REGULATIONS AND PERMITS:

Purchaser acknowledges and represents that Transferor has made no representations in respect of, that Purchaser has conducted such investigations as Purchaser deems appropriate relating to, and that Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES pertaining to and concerning all of the following:

1. The applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, onsite sewage disposal, and the compliance of the Property with the same.
2. Purchaser acknowledges that the Transferor has no responsibility to Purchaser for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and other liability causing substances on, under or emitting from the premises.
3. The existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same.

Notwithstanding any other term or condition of this contract, any defect in the status of permits, licenses, approval or certificates of occupancy or non-compliance with any such laws, rules or regulations shall not be deemed a defect in marketability of title.

SURVIVAL OF TERMS:

Transferor’s disclaimers and Purchaser’s representations and acknowledgements contained in this Addendum shall not become merged in, but shall survive the closing of the conveyance of title to Purchaser. At Transferor’s election, the form and substance of the foregoing DISCLAIMERS may be set forth in the Confirmation Order as further evidence of Purchaser’s acceptance of the foregoing terms and conditions in the conveyance of the Property, but the Disclaimers shall survive regardless of whether they are included in the Confirmation Order.

TRANSFEROR: _____

DATE: _____

PURCHASER: _____

DATE: _____

Schedule A

Being all and the same land and premises conveyed to Energtek-North Country, Inc. by Warranty Deed from the Town of Swanton, dated January 9, 2015, and recorded in Volume 323, Page 510 of the Town of Swanton land records, and being more particularly described as follows:

“Being a portion of the lands and premises conveyed to the Town of Swanton by Warranty Deed of Romeo Gagne and Agnes Gagne dated May 7, 1998 and of record at Volume 148, Pages 101-102 of the Land Records of the Town of Swanton, said portion comprising 23.755 acres of land, more or less, and being more particularly described as follows:

The lands and premises conveyed herein are bounded on the north by lands now or formerly owned by the Jo Ann H. Simendinger Family Trust and Walter E. Simendinger Family Trust; by lands now or formerly owned by Roland Flood; and by Vermont Route 78; on the east by the Waugh Farm Road and by lands now or formerly owned by the Ariel L. Berger Revocable Trust and Harold G. Berger Revocable Trust and by lands now or formerly owned by William Rowell, Jr. and Brian Rowell; on the south by lands now-or formerly owned by the Vermont Transportation Authority; and on the west by Interstate 89; a lot of land with access by right-of-way, which right-of-way was originally conveyed to Robert G. Cusson and Margaret Cusson, dated June 29, 1962, and of record at Volume 74, Page 523 of the aforesaid Land Records, is surrounded by said 30 acres.

Intending to reserve all lands located west of I-89 conveyed to the Town of Swanton by the said Romeo Gagne and Agnes Gagne, except as noted above. The aforesaid lands and premises located easterly of I-89 are or may be subject to the following, all of record in the aforesaid Land Records: rights of Swanton Village to maintain a waterline and electric line, as noted in the Quitclaim-Deed of George E. Spear, II to Romeo Gagne and Agnes Gagne, dated August 19, 1971 and recorded at Volume 81, Page 108 of the aforesaid Land Records; easements to Swanton Village as set forth in the Warranty Deed of Romeo Gagne and Agnes Gagne dated November 1, 1974 and recorded at Volume 87, Page 175 of the aforesaid Land Records; easements as set forth in a Warranty Deed to Robert G. Cusson and Margaret Cusson, dated June 29, 1962, recorded at Volume 74, Page 523 of the aforesaid Land Records; an easement to Vermont Gas Systems as set forth in a Corrective Deed of Easement from Romeo Gagnes and Agnes Gagnes dated January 20, 1995 and recorded at Volume 134, Page 201 of the aforesaid Land Records; and an easement from William and Catherine LaFarr to Citizens Utility Company dated December 13, 1966 and recorded at Volume 71, Page 517 of the aforesaid Land Records.

Also being the same lands and premises conveyed to Grantor by the following: 1) Warranty Deed from Steven M. Gaudette and Laurie A. Lampman to the Town of Swanton dated December 5, 2003, of record at Volume 203, Page 246 of the aforesaid Land Records; and 2) Warranty Deed from Harold G. Berger, Trustee of the Harold G. Berger Irrevocable Trust and Ariel Berger, Trustee of the Ariel Berger Irrevocable Trust dated March 20, 2001 and of record at Volume 168, Page 99 of the aforesaid Land Records.

Said parcel of land is more particularly depicted as Lots 1-5 and Lafar Street on a Plat entitled "Town of Swanton, Swanton, Vermont Subdivision Map," prepared by Cross Consulting Engineers, P.C. dated June 10, 2005, last revised March 3, 2011 and recorded at Map Slide 269 of the aforesaid Land Records.

A portion of the lands and premises conveyed herein are subject to an easement dated January 9, 2015 and recorded at Volume 323, Page 507 of the aforesaid Land Records, for the purpose of ingress and egress by

pedestrian and vehicular traffic over Lafar Street benefitting the property of Roland Flood, depicted as "Property of Roland Therrien" on the above-referenced Plat.

The property herein conveyed is subject to the terms and conditions of Act 250 Permits #6F0633 and #6F0633-1, as may be amended.

WAIVER OF DEVELOPMENT RIGHTS

To comply with the State of Vermont Environmental Protection Rules on the subdivision of lands and disposal of waste, including sewage, the Grantee shall not construct or erect a structure or building on the parcel of land conveyed herein, the useful occupancy of which will require the installation of plumbing and sewage treatment facilities or convey this land without first complying with said State regulations. The Grantee by acceptance of this deed acknowledges that this lot may not qualify for approval for development under the appropriate environmental protection or health regulation and the State may deny an application to develop the lot.

The parcel is conveyed subject to all rights-of-way and easements of record.

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