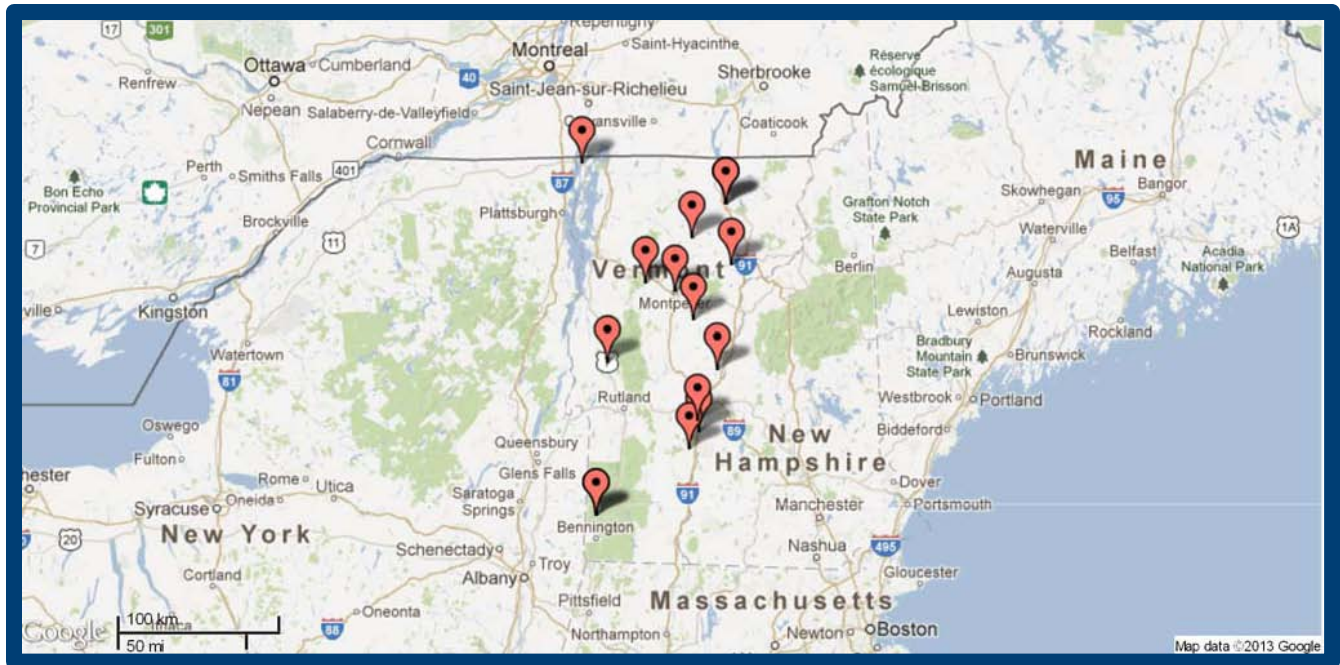


PROPERTY INFORMATION PACKAGE

Surplus Real Estate Auction ~ Offered as an Entirety
15 Properties Across the State of Vermont



Auction: Online Bidding Commences May 14, 12pm ET

Online Bidding Closes May 16, 12pm ET

Auction Location: Online Only

Property#: AP13024-3



Tranzon Auction Properties
93 Exchange Street, Portland ME

P: 866-503-1212
F: 207-773-7275
APinfo@tranzon.com

Thomas W. Saturley ~ VT AUC Lic. #057-0002223

April 14, 2013

Dear Prospective Bidder:

Enclosed for your review is the detailed Property Information Package you requested on the auction of the properties located in Vermont. Please note that properties in the State of Vermont are being sold as an entirety.

Online bidding for this auction commences on Tuesday, May 14, 2013 at 12:00 p.m. ET and closes on Thursday, May 16, 2013 at 12:00 p.m. ET.

This is an online-only auction. For instructions on how to register to bid online, please visit www.tranzon.com/AP13024-3.

A 10% buyer's premium will be added to the high bid to determine the contract price. Successful High Bidder will be required to execute a Purchase and Sale Agreement, and provide a non-refundable deposit equal to 10% of the full purchase price within 48 hours of notification of Successful High Bidder status. Balance of the full purchase price is due at closing within 30 days. All property is sold in "as is" condition.

Our staff is readily available to assist you with any questions you may have regarding the properties or the auction process.

As a reminder to real estate sales agents, associate brokers and brokers, we offer a broker participation fee. Please call us at (866) 503-1212 for details.

Thank you for your interest in these properties and we look forward to hearing from you.

Sincerely,



MICHAEL B. CAREY
Vice President

MBC/ssl

NOTICE
ATTENTION PROSPECTIVE BIDDERS

Auction Company 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 THE AUCTION COMPANY 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.

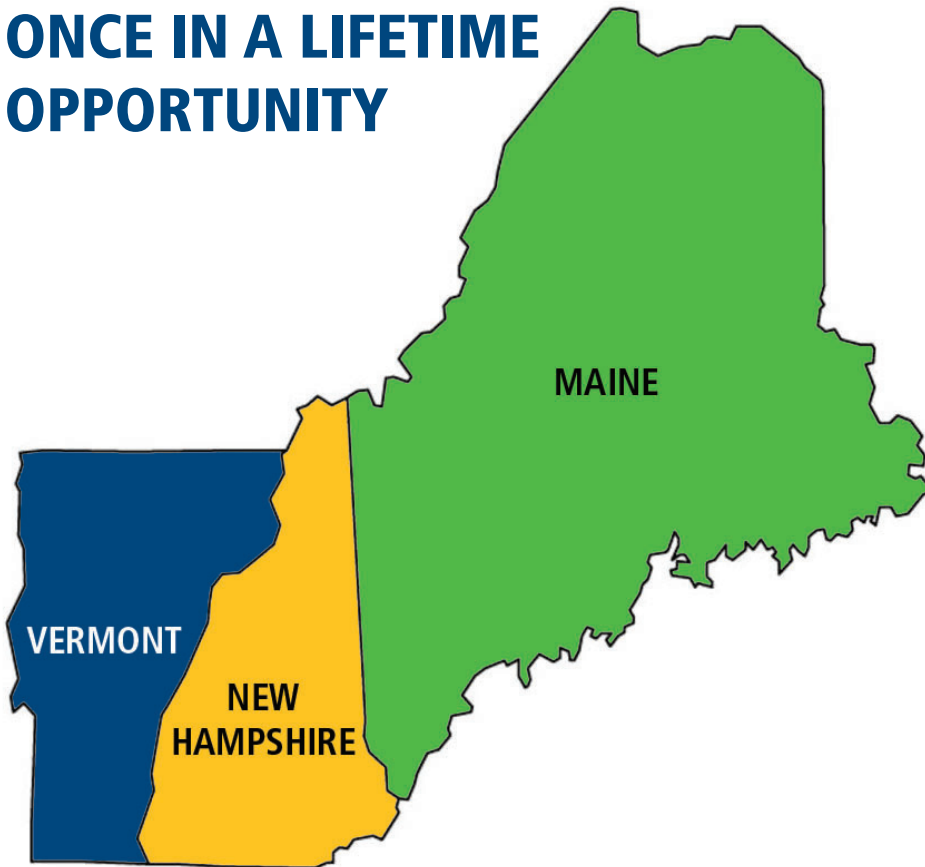
ALL PROSPECTIVE BUYERS/BIDDERS RECOGNIZE AND AGREE THAT ANY INVESTIGATION, EXAMINATION, OR INSPECTION OF THE PROPERTY IS WITHIN THE CONTROL OF THE OWNER OR OTHER PARTIES IN POSSESSION AND THEIR AGENTS. POTENTIAL BUYERS/BIDDERS ARE ENCOURAGED TO SEEK INFORMATION FROM PROFESSIONALS REGARDING ANY SPECIFIC 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 AND TRANZON INTERNATIONAL, LLC. ALL TRANZON COMPANIES ARE INDEPENDENTLY OWNED AND OPERATED.

tranzon  **auCTION**

108 PARCELS IN ME, NH & VT ONCE IN A LIFETIME OPPORTUNITY



- 108 Strategically Located Parcels in ME, NH & VT
- Sold By State
- Purchase At Your Price
- Sale 1: 51 Parcels in Maine
- Sale 2: 42 Parcels in New Hampshire
- Sale 3: 15 Parcels in Vermont
- Incredible Entrepreneurial Opportunity!

Online Bidding Opens: May 14, 12pm ET



Tranzon Auction Properties, 93 Exchange Street, Portland, ME 04101, Thomas W. Saturley
ME RE Lic. #90600017, ME AUC #757, NH RE Lic. #11528, NH AC #2495, VT AUC Lic. # 057-0002223
10% Buyer's Premium. Sales subject to Terms & Conditions. Brokers welcome.

TRANZON.COM

866-503-1212

City	County	Property Details	Address	Map and Parcel Number	Assessed Value	Annual Taxes	Municipal Telephone #
Alburgh	Grand Isle	Land (2.5 acres)	Highway 2	Parcel ID: IP023	\$ 60,000.00	\$ 1,082.28	802-796-3468
Barton	Orange	Land (0.23 acres)	Route 5 (Nault Road)	Property ID: 110070366	\$ 2,600.00	\$ 52.27	802-525-6222
Barton	Orange	Land (0.43 acres)	Willoughby Avenue (Harley Blake Rd/Route 58)	Property ID: 142580404	\$ 16,600.00	\$ 463.05	802-525-6222
Danville	Caledonia	Land (0.23 acres)	Route 15	Property ID: VT015-022001	\$ 12,300.00	\$ 226.03	802-684-3352
Duxbury	Washington	Land (0.23 acres) and abandoned hut	1055 River Road	Property ID: 200-1055	\$ 14,500.00	\$ 268.58	802-244-6660
Hartland	Windsor	Land (0.20 acres)	101 Clay Hill Road	Parcel ID: 016034.000	\$ 51,000.00	\$ 904.74	802-436-2464
Leicester	Addison	Land (0.23 acres)	Delorm Road	Property ID: 70042	\$ 17,400.00	\$ 273.79	802-247-5961
Montpelier	Washington	Land (1.20 acres)	Main Street	Property ID: 95.288	\$ 53,100.00	\$ 1,292.40	802-223-9504
Shaftsbury	Bennington	Land (0.23 acres)	Maple Hill Road	Property ID: 030142	\$ 2,200.00	\$ 37.11	802-445-3085
Shaftsbury	Bennington	Land (0.23 acres)	Chapel Road	Property ID: 180233	\$ 1,100.00	\$ 18.55	802-445-3085
Thetford	Orange	Land (0.256 acres) and abandoned hut	Qual John Road	Parcel ID: OT0058.09	\$ 34,620.00	\$ 688.97	802-785-2922
Washington	Orange	Land (55.00 acres)	West Corinth Road	Property ID: 003016000	\$ 88,500.00	\$ 1,693.53	802-883-2218
Weathersfield	Windsor	Land (0.18 acres)	Route 131	Parcel ID: 050257	\$ 12,200.00	\$ 299.04	802-674-2626
Windsor	Windsor	Land (0.23 acres)	721 Route 44	Parcel ID: 090000.721	\$ 13,500.00	\$ 340.72	802-674-6788
Wolcott	Lamoille	Land (0.50 acres)	TR 1 North Wolcott Road	Property ID: 0600301	\$ 28,000.00	\$ 515.48	802-888-2746

\$ 407,620.00 \$ 8,156.54

TRANZON AUCTION PROPERTIES NOTE

Supplemental documents (including tax maps, property record cards, tax bills, surveys, and deeds) are available to download from our website. Please visit www.tranzon.com/AP13024-3 for further information.

SELLER'S PROPERTY DISCLOSURE

Property located at: Please See the Attached List

Name of Mortgagee/Seller: LLC Telephone Operating Company of Vermont

Private Water Supply Disclosure n/a

- A. Type of System: N/A NO SYSTEMS Not Known
- B. Location: N/A Not Known
- C. Malfunctions: N/A Not Known
- D. Date of Installation: N/A Not Known
- E. Date of Most Recent Water Test: N/A NO SYSTEMS Not Known
- F. Have you experienced a problem such as an unsatisfactory water test with notations N/A Not Known
- G. Public Not Known

Waste Disposal System Disclosure n/a

- A. Private
 - 1. Type of System NO SYSTEMS Not Known
 - 2. Size of Tank N/A Not Known
 - 3. Type of Tank N/A Not Known
 - 4. Location of Tank N/A Not Known
 - 5. Malfunctions of Tank N/A Not Known
 - 6. Date of Installation of Tank N/A Not Known
 - 7. Location of Leach Field NO SYSTEMS Not Known
 - 8. Malfunctions of Leach Field N/A Not Known
 - 9. Date of installation of leach field N/A Not Known
 - 10. Date of most recent servicing of system N/A Not Known
 - 11. Name of contractor who services system N/A Not Known
- B. Public
 - 1. Has there been any System or Line Malfunctions N/A Not Known

Known Hazardous Materials Disclosure n/a

The Seller is making representations contained herein. Do you the Seller have knowledge of current or previous materials on subject Real Estate?

- A. Asbestos _____ Not Known _____
- B. Lead Based Paint _____ Not Known _____
- C. Radon _____ Not Known _____
- D. Underground Storage Tanks _____ Not Known _____
- E. Other _____ Not Known _____

Tranzon Auction Properties represents the Mortgagee's/Seller's interests and, as such, has a fiduciary duty to disclose to the Mortgagee/Seller information, which is material to the sale, acquired from the Buyer or any other source.

This form will be included in our Property Information Package to be delivered to potential purchasers

POTENTIAL PURCHASERS ARE ENCOURAGED TO SEEK INFORMATION FROM PROFESSIONALS REGARDING ANY SPECIFIC ISSUE OR CONCERN

Seller's/Mortgagee Signature: _____



Date: 4.8.13

Peter G. Nixon, its Executive Vice President
Telephone Operating Company of Vermont LLC

Property List

City	County	Address
Leicester	Addison	Delorm Road
Shaftsbury	Bennington	Maple Hill Road, Shaftsbury, VT
Shaftsbury	Bennington	Chapel Road, Shaftsbury, VT
Danville	Caledonia	Route 15, Danville, VT
Alburg	Grand Isle	Highway 2, Alburg, VT
Wolcott	Lamoille	TR 1 North Wolcott Road
Barton	Orleans	Route 5 (Nault Road), Barton, VT
Barton	Orleans	Willoughby Avenue (Harley Blake Rd. / Route 58), Barton, VT
Washington	Orange	West Corinth Road, Washington, VT
Montpelier	Washington	Main Street, Montpelier, VT
Hartland	Windsor	101 Clay Hill Road, Hartland, VT
Weathersfield	Windsor	Route 131, Weathersfield, VT
Windsor	Windsor	721 Route 44, Windsor, VT

SELLER'S PROPERTY DISCLOSURE

Property located at: 1055 River Road, Duxbury, Vermont

Name of Mortgagee/Seller: Telephone Operating Company of Vermont LLC

Private Water Supply Disclosure

- A. Type of System: NO SYSTEM Not Known
- B. Location: NA Not Known
- C. Malfunctions: NA Not Known
- D. Date of Installation: NA Not Known
- E. Date of Most Recent Water Test: NA Not Known
- F. Have you experienced a problem such as an unsatisfactory water test with notations NA Not Known
- G. Public _____ Not Known

Waste Disposal System Disclosure

- A. Private
 - 1. Type of System NO SYSTEM Not Known
 - 2. Size of Tank NA Not Known
 - 3. Type of Tank NA Not Known
 - 4. Location of Tank NA Not Known
 - 5. Malfunctions of Tank NA Not Known
 - 6. Date of Installation of Tank NA Not Known
 - 7. Location of Leach Field NA Not Known
 - 8. Malfunctions of Leach Field NA Not Known
 - 9. Date of installation of leach field NA Not Known
 - 10. Date of most recent servicing of system NA Not Known
 - 11. Name of contractor who services system NA Not Known
- B. Public _____
 - 1. Has there been any System or Line Malfunctions NO SYSTEM Not Known

Known Hazardous Materials Disclosure

The Seller is making representations contained herein. Do you the Seller have knowledge of current or previous materials on subject Real Estate?

- A. Asbestos _____ Not Known_____
- B. Lead Based Paint _____ Not Known_____
- C. Radon _____ Not Known_____
- D. Underground Storage Tanks _____ Not Known_____
- E. Other _____ Not Known_____

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This form will be included in our Property Information Package to be delivered to potential purchasers

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Seller's/Mortgagee Signature: _____

Date: 4/8/2013



Peter G. Nivn Executive
Telephone Operating Company of Vermont LLC

SELLER'S PROPERTY DISCLOSURE

Property located at: Qual John Road, Thetford, VT

Name of Mortgagee/Seller: Telephone Operating Company of Vermont LLC

Private Water Supply Disclosure

- A. Type of System: No System Not Known
- B. Location: NA Not Known
- C. Malfunctions: NA Not Known
- D. Date of Installation: NA Not Known
- E. Date of Most Recent Water Test: NA Not Known
- F. Have you experienced a problem such as an unsatisfactory water test with notations NA - NO SYSTEM Not Known
- G. Public _____

Waste Disposal System Disclosure

- A. Private
 - 1. Type of System No System Not Known
 - 2. Size of Tank NA Not Known
 - 3. Type of Tank NA Not Known
 - 4. Location of Tank NA Not Known
 - 5. Malfunctions of Tank NA Not Known
 - 6. Date of Installation of Tank NA Not Known
 - 7. Location of Leach Field NA Not Known
 - 8. Malfunctions of Leach Field NA Not Known
 - 9. Date of installation of leach field NA Not Known
 - 10. Date of most recent servicing of system NA Not Known
 - 11. Name of contractor who services system NA Not Known
- B. Public _____
 - 1. Has there been any System or Line Malfunctions NO SYSTEM Not Known

VT - Danbury Thetford

Known Hazardous Materials Disclosure

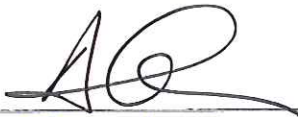
The Seller is making representations contained herein. Do you the Seller have knowledge of current or previous materials on subject Real Estate?

- A. Asbestos _____ Not Known _____
- B. Lead Based Paint _____ Not Known _____
- C. Radon _____ Not Known _____
- D. Underground Storage Tanks _____ Not Known _____
- E. Other _____ Not Known _____

Tranzon Auction Properties represents the Mortgagee's/Seller's interests and, as such, has a fiduciary duty to disclose to the Mortgagee/Seller information, which is material to the sale, acquired from the Buyer or any other source.

This form will be included in our Property Information Package to be delivered to potential purchasers

POTENTIAL PURCHASERS ARE ENCOURAGED TO SEEK INFORMATION FROM PROFESSIONALS REGARDING ANY SPECIFIC ISSUE OR CONCERN

Seller's/Mortgagee Signature:  _____
Date: 4/8/2013 Peter G. Nium, its Executive Vice President
Telephone Operating Company of Vermont LLC

PURCHASE AND SALE AGREEMENT
REAL ESTATE

This Purchase and Sale Agreement (hereinafter called "**Agreement**") is made this _____ day of _____, 2013 (the "**Effective Date**") by and between

_____ with an address of _____
_____ (hereinafter called "**Seller**") and
_____ with an address of _____

(hereinafter called "**Buyer**"), who agree as follows:

1. Description of Real Estate. Seller agrees to sell to the Buyer, and Buyer agrees to purchase from Seller, each of those certain real properties (each hereinafter called a "**Property**" and collectively, the "**Properties**") located in the State of Vermont, which are listed on **Schedule 1** attached hereto and which are more particularly described in the Deed descriptions attached hereto as **Exhibit A**. The purchase and sale of the Properties is also subject to the Terms and Conditions for Timed Online Auctions and the Additional Terms and Conditions, which are attached to this Agreement as **Exhibit B**. All Schedules and Exhibits hereto are made a part of this Agreement and incorporated herein by reference.

2. Price. The purchase price for the Properties (the "**Purchase Price**") is calculated as:

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

*Within forty-eight (48) hours following the close of the online auction bidding, Tranzon Auction Properties (hereinafter called "**Auctioneer**") must receive from Buyer by wire transfer, bank check, cashier's check or certified check in United States funds payable to "Tranzon Auction Properties Escrow Account", a non-refundable (except as expressly set forth herein) earnest money deposit ("Deposit") equal to ten percent (10%) of the Purchase Price. Auctioneer shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing.

This offer shall be valid until 4:00pm ET on _____ (date) and is subject to and conditioned upon Seller confirmation. Accordingly, this offer may be accepted or rejected by Seller for any reason in Seller's sole discretion. In the event of the non-acceptance of this offer by Seller, the above Deposit shall be returned promptly to Buyer. In the event that Auctioneer or any of its employees or affiliates are made a party to a lawsuit in connection with Auctioneer's proper performance of its obligations as escrow agent hereunder, Auctioneer shall be entitled to recover its reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

3. Closing. Buyer is required to pay the balance of the Purchase Price to Seller by wire transfer or cashier's check at the time of closing. Closing shall occur no more than 30 days following the Effective Date of this Agreement and shall take place at a mutually agreed upon location. Seller and Buyer mutually agree that time is of the essence with respect to this Agreement and the closing. Notwithstanding the above, the closing date may be extended by

Seller for any period of time reasonably necessary for Seller to cure title defects as more fully described below.

4. Risk of Loss; Taking. The risk of loss to the Properties by any act of God, fire, or other casualty is assumed by Seller until transfer of title. However, in the event of any such act of God, fire or other casualty affecting any Property, Seller may elect, in its sole discretion, to either (i) remove the affected Propert(ies) from the list of Properties being sold under this Agreement, whereby Buyer and Seller would then have ten (10) days to negotiate in good faith a reduction to the Purchase Price and an amendment to this Agreement reflecting the removal of such Propert(ies) or (ii) assign to Buyer the right to any proceeds of insurance arising from any loss or damage to such affected Property, whereby this Agreement will remain unmodified and in full force and effect. Similarly, in the event of a taking of any Property by condemnation or eminent domain prior to closing, Seller may elect, in its sole discretion, to either (i) remove the affected Propert(ies) from the list of Properties being sold under this Agreement, whereby Buyer and Seller would then have ten (10) days to negotiate in good faith a reduction to the Purchase Price and an amendment to this Agreement reflecting the removal of such Propert(ies) or (ii) pay over or assign to Buyer at the closing any condemnation proceeds, rights or awards receivable or received with respect to such affected Property as a result of such taking or condemnation, whereby this Agreement will remain unmodified and in full force and effect.

5. Title Examination. Buyer may examine title to the Properties for ten (10) days after the Effective Date of this Agreement and shall within that time notify Seller in writing (the "**Title Defect Notice**") of any defects in title which may render the title uninsurable. The Title Defect Notice shall state with specificity the affected Propert(ies), the title defect and the requested remedy and shall include any recorded documents causing the defect. Upon receipt of such notice, Seller may, at its option and in its sole discretion, either (i) remove the affected Propert(ies) from the list of Properties being sold under this Agreement, or (ii) proceed to cure the title defects referenced in the Title Defect Notice. In the event Seller elects to remove the affected Propert(ies) from the list of Properties being sold under this Agreement, Seller shall provide written notice thereof to Buyer within ten (10) days after receiving the Title Defect Notice. Buyer and Seller shall then have ten (10) days to negotiate in good faith a reduction to the Purchase Price and an amendment to this Agreement reflecting the removal of such Propert(ies). The closing date shall be extended to no more than thirty (30) days following the execution of any amendment to this Agreement due to title defects. In the event Seller elects to cure such title defects, Seller shall provide written notice to Buyer of its intent to cure such defects within ten (10) days after receiving the Title Defect Notice. Seller shall then have sixty (60) days to cure any defects of title so brought to its attention, which may render the title uninsurable. The closing date shall be extended to no more than thirty (30) days following the cure of such title defects. In the event Seller fails to remedy the defects within such time frame, Buyer's exclusive remedy is the right to rescind this Agreement and require Seller to promptly refund the Deposit. If Buyer fails to rescind within ten (10) days of Seller's notice that it has not cured title or the lapsing of the sixty (60) day cure period, Buyer will be deemed to have waived such defects in title and shall be obligated to close on its purchase of the Properties as set forth herein.

6. Title. On the date of closing and subject to Seller's receipt of the Purchase Price (less the 10% Buyer's Premium), Seller shall convey title to the Properties in fee simple, together with any improvements thereon, to Buyer by Quitclaim deed, subject to: (a) all general and special taxes on the Properties not then due and payable; (b) any special taxes becoming a lien after the closing date; (c) all applicable land use, building and zoning laws, regulations and ordinances; (d) any agreements, covenants, conditions, easements, restrictions and other matters of record (except for existing deeds of trust, mortgages, mechanics' or materialmen's or similar liens caused or created by Seller that can be discharged by the payment of money, which encumbrances Seller shall discharge at or before Closing); and (e) all other matters that would be disclosed by an accurate survey of the Property. Buyer expressly acknowledges and agrees that Seller is selling the Properties to Buyer "AS IS" and without any warranties or

representations as to the condition, fitness, permitted use or value of the Properties and without any reliance upon any information or statements from or by Seller. Buyer specifically acknowledges that Seller has not made any representations or warranties concerning the environmental condition of the Properties, and Buyer hereby waives, to the fullest extent permitted by law, any right to assert any claim against the Seller for any damage or liability resulting from any matter pertaining to the environmental condition of the Properties. This provision shall expressly survive the closing.

7. Costs and Expenses. Buyer will assume responsibility and all associated costs of: title search and/or examination and all inspections and property reports required or requested by Buyer; title insurance coverage for the Properties; Buyer's portion of all pro-rated 2013 real estate taxes on the Properties; deed recording and related costs; Buyer's statutory portion of all applicable transfer taxes; Buyer's pro-rated portion of fuel, water and/or other utility charges payable for the Properties, if any; the 10% Buyer's Premium payable to Auctioneer as provided for herein; the payment of any other fees or commissions due to any real estate agent or broker used or consulted by Buyer in connection with the transactions contemplated by this Agreement (except for permitted cooperating broker participation fees described in the Additional Terms and Conditions); and any attorney's fees or other legal costs of Buyer. Seller will assume responsibility and all associated costs of: Seller's portion of all pro-rated 2013 real estate taxes on the Properties; Seller's statutory portion of all applicable transfer taxes; Seller's pro-rated portion of fuel, water and/or other utility charges payable for the Properties, if any; Seller's document preparation, processing and related fees; and any attorney's fees or other legal costs of Seller. All pro-rated costs and expenses will be pro-rated and settled as of the closing date.

8. Possession; Right of Entry. Buyer shall only be entitled to title and possession of the Properties at closing. Seller hereby grants Buyer and its agents the right to enter upon any part of the Properties at reasonable times and from time to time prior to the closing in order to inspect the Properties and to do such things as are reasonably necessary with respect to its due diligence of the Properties. Buyer shall keep the Properties free and clear of any liens and will indemnify, defend, and hold Seller harmless from all claims and liabilities asserted against Seller as a result of any such entry by Buyer, its agents, employees or representatives. If any activity disturbs a Property, Buyer will restore the Property to the same condition as existed prior to any such activity. Buyer's obligations under this Section 8 shall survive the closing and any termination of this Agreement. Buyer acknowledges that third parties may occupy or possess an interest in the Property at the time of the auction and the closing, and the Properties are being sold subject to any claims such third parties may have to continue possession /occupation.

9. Buyer Default/Termination. If Buyer either defaults in the making of any payment required herein or fails to comply with any term, condition or covenant of this Agreement or any Exhibit hereto, Seller may, in its sole discretion and in addition to any other rights available to Seller as a matter of law or equity, (i) retain the Deposit as liquidated damages; (ii) terminate this Agreement without liability or further obligation to Buyer; and/or (iii) remarket or resell the Properties at auction or otherwise. Notice of the Seller's intention to exercise any of such rights or remedies described herein shall be given in writing to Buyer and shall be deemed to be effective upon mailing of such notice by certified mail or overnight courier, return receipt requested by Seller to Buyer at the address listed above. Seller shall be entitled to recover from Buyer all reasonable attorneys' fees and costs, including court costs and paralegal fees incurred by Seller in connection with any default or breach by Buyer of this Agreement.

10. Limitation of Buyer's Damages. Buyer agrees that in the event of any dispute or action arising out of this Agreement or the matters described herein, the damages to which Buyer shall be entitled to or awarded for any reason shall be specifically limited to the amount of Buyer's Deposit, repayable without interest, and that under no circumstances may such damages include without limitation, any claims for punitive damages, lost profits, compensatory damages,

consequential damages and/or attorneys' fees. This provision shall expressly survive the closing.

11. Successors and Assigns. This Agreement is a binding contract when signed by both Seller and Buyer. This Agreement and the Exhibits hereto shall be equally binding upon and shall inure to the benefit of the legal representatives, assigns and successors-in-interest of the parties hereto.

12. Entire Agreement. This Agreement and the Exhibits and Schedules hereto constitute the entire agreement between the Seller and Buyer, supersede all prior negotiations and understandings between the parties, and shall not be modified or amended except by a written amendment signed by Seller and Buyer. Buyer hereby acknowledges that the Agreement and the Exhibits and Schedules have been carefully read and are fully understood. This Agreement may be signed on any number of identical counterparts, including facsimile copies, with the same binding effect as if all of the signatures were on one instrument.

This Agreement shall be governed by Vermont law, excluding its choice of laws rules or rulings.

[Signature page attached]

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement effective as of the Effective Date.

Witness:

Date: _____

Witness:

Date: _____

SELLER: _____

By: _____
Printed Name: _____
Title: _____, duly authorized
Date: _____

BUYER:

By: _____
Printed Name: _____
SSN or EIN: _____
Date: _____

Schedule 1
(List of Properties)
(attached hereto)

Schedule 1 – List of Properties to be sold – Vermont

City	County	Property Details	Address	Map and Parcel Number
Leicester	Addison	Land (0.23 acres)	Delorm Road	Property ID: 70042
Shaftsbury	Bennington	Land (0.23 acres)	Maple Hill Road, Shaftsbury, VT	Property ID: 030142
Shaftsbury	Bennington	Land (0.23 acres)	Chapel Road, Shaftsbury, VT	Property ID: 180233
Danville	Caledonia	Land (0.23 acres)	Route 15, Danville, VT	Property ID: VT015-022001
Alburg	Grand Isle	Land (2.5 acres)	Highway 2, Alburg, VT	Parcel ID: IP023
Wolcott	Lamoille	Land (0.50 acres)	TR 1 North Wolcott Road	Property ID: 06T00301
Barton	Orleans	Land (0.23 acres)	Route 5 (Nault Road), Barton, VT	Property ID: 110070366
Barton	Orleans	Land (0.43 acres)	Willoughby Avenue (Harley Blake Rd. / Route 58), Barton, VT	Property ID: 142580404
Thetford	Orange	Land (0.256 acres) and abandoned hut	Qual John Road, Thetford, VT	Parcel ID: OT0058.09
Washington	Orange	Land (55.00 acres)	West Corinth Road, Washington, VT	Property ID: 003016000
Duxbury	Washington	Land (0.23 acres) and abandoned hut	1055 River Road, Duxbury, VT	Property ID: 200-1055
Montpelier	Washington	Land (1.20 acres)	Main Street, Montpelier, VT	Property ID: 95.288
Hartland	Windsor	Land (0.20 acres)	101 Clay Hill Road, Hartland, VT	Parcel ID: 016034.000
Weathersfield	Windsor	Land (0.18 acres)	Route 131, Weathersfield, VT	Parcel ID: 050257
Windsor	Windsor	Land (0.23 acres)	721 Route 44, Windsor, VT	Parcel ID: 14768-0000090000.721

Exhibit A
(Deed Descriptions)
(attached hereto)

Exhibit A

Legal Descriptions – Vermont Properties

Town of Leicester
County of Addison
Property: Delorm Road

A vacant lot of land situated on the westerly side of Town Farm Road, so called, in the Town of Leicester, and being more particularly described as follows:

Beginning at a marble monument set in the ground in the westerly sideline of said Town Farm Road, which monument marks the northeasterly corner of said sideline of Town Farm Road of land now or formerly of Frank Malinowski and Avis W. Malinowski, and the southeasterly corner of said sideline of Town Farm Road of land now or formerly of D. and L. Boisvenue; thence proceeding North $77^{\circ} 00'$ west in and along the southerly sideline of land now or formerly owned by D. and L. Boisvenue a distance of one hundred (100) feet to a marble monument set in the ground; thence deflecting to the left to form an interior angle of $82^{\circ} 53'$, and proceeding South $5^{\circ} 53'$ West a distance of one hundred (100) feet to a marble monument set in the ground; thence deflecting to the left to form an interior angle of $97^{\circ} 07'$, and proceeding South $77^{\circ} 00'$ East a distance of one hundred (100) feet to a marble monument set in the ground in the westerly sideline of said Town Farm Road; thence continuing in the same direction a distance of twenty-five (25) feet, more or less, to the center line of said Town Farm Road; thence deflecting to the left to form an interior angle of $82^{\circ} 53'$ and proceeding North $5^{\circ} 53'$ East, in and along the center line of said Town Farm Road a distance of one hundred (100) feet to a point where the first mentioned line extended intersects the last mentioned line; thence deflecting to the left to form an interior angle of $97^{\circ} 07'$ and proceeding North $77^{\circ} 00'$ West a distance of twenty-five (25) feet more or less to a marble monument set in the ground in the westerly sideline of said Town Farm Road, which monument marks the point or place of beginning.

Town of Danville
County of Caledonia
Property: Route 15

A parcel of land on the westerly side of Vermont Highway Route #15 in the Town of Danville, more particularly described as follows:

Beginning at a marble monument set in or near the westerly sideline of said Vermont Highway #15 at a point which is fifty (50) feet, more or less, northerly of a telephone pole of New England Telephone and Telegraph Company numbered 320/494; thence proceeding South no degrees thirty-six minutes ($0^{\circ} 36'$) East in and along said westerly sideline a distance of one hundred (100) feet to a marble monument set in or near said westerly sideline; thence turning to the right to form an interior angle of ninety (90) degrees and proceeding South eighty-nine degrees twenty-four minutes ($89^{\circ} 24'$) West a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of ninety (90) degrees and

proceeding North no degrees thirty-six minutes ($0^{\circ} 36'$) West a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of ninety (90) degrees and proceeding North eighty-nine degrees twenty-four minutes ($89^{\circ} 24'$) East a distance of one hundred (100) feet to the marble monument which marks the place of point of beginning.

There is also included within this conveyance all the right, title and interest of the grantors in and to the land lying between the above described parcel and the center of Vermont Highway Route #15.

Being all and the same lands and premises conveyed to New England Telephone and Telegraph Company by Deed of Herbert W. Isham and Joyce Isham dated January 9, 1957 and recorded in Book 43, Page 29 of the City of Danville Land Records.

Town of Alburg
County of Grand Isle
Property: Highway 2

Being a certain piece of land in Alburg conveyed to New England Telephone and Telegraph Company by Deed of Harland R. Tatro dated December 10, 1962 and recorded in Book 37, Page 183 of the City of Alburg Land Records and more particularly described therein as follows:

“A certain piece of land in Alburg in the County of Grand Isle and State of Vermont, described as follows, viz:

Being a three sided piece of land containing 2 acres of land more or less bordered on the North by the Central Vermont Railroad, on the South East by the Rutland Railroad, and on the West by land owned by Harry and Frederick Hislop, being the former land of the Graham Sabre Estate.”

Being all and the same lands and premises conveyed by deed of Harland R. Tatro to New England Telephone and Telegraph Company dated December 19, 1962 and recorded in Book 37, Page 183 of the Land Records of the City of Alburg.

Town of Thetford
County of Orange
Property: Qual John Road

Beginning at a marble monument set in the northeasterly sideline of said Stevens District Road at a point which is seventy-three (73) feet, more or less, southeasterly from the point at which a telephone pole cable crosses said northeasterly sideline of said Stevens District Road; thence proceeding North $57^{\circ} 45'$ East a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of 90° and proceeding South 32°

15' East a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of 90° and proceeding South 57° 45' West a distance of one hundred (100) feet to a marble monument set in said northeasterly sideline of said Stevens District Road; thence turning to the right to form an interior angle of 90° and proceeding North 32° 15' West in and along said sideline to the marble monument which marks the place or point of beginning.

There is included in this conveyance all right, title and interest of the Grantors in the land between the property above described and the center line of Stevens District Road.

Being all and the same lands and premises conveyed by Bernard A. Tilden and Vanessa D. Tilden to New England Telephone and Telegraph Company on November 24, 1957, recorded in the Town of Thetford Land Records Book 40, Page 246.

Town of Duxbury
County of Washington
Property: 1055 River Road

A parcel of land on the westerly side of the North Duxbury Road, so-called, in the Town of Duxbury, County of Washington and State of Vermont, being more particularly described as follows:

Beginning at a marble monument set in the ground at a distance of 34.22 feet northerly of the center line of the Winooski Street Bridge and a distance of 24.75 feet west of the center line of said North Duxbury Road, so-called; thence north 65° 45' west a distance of one hundred (100) feet to another marble monument set in the ground; thence north 24° 15' east a distance of one hundred (100) feet to another marble monument set in the ground; thence south 24° 15' west a distance of one hundred (100) feet to the marble monument which marks the point or place of beginning.

Being all and the same lands and premises conveyed by Harry F. Harvey and Mabel J. Harvey to New England Telephone and Telegraph on November 17, 1952, recorded in the Duxbury records Book 24, Page 481.

Meaning and intending to release, the Premises described in the deed from Harry F. Harvey and Mabel J. Harvey to New England Telephone and Telegraph Herein dated November 17, 1952 and recorded in the Town of Duxbury records Book 24 Page 481.

Town of Montpelier
County of Washington
Property: Main Street

A parcel of land, more particularly described as follows:

Beginning at a concrete monument set in the ground in or near the northwesterly or westerly sideline of Upper Main Street, which concrete monument is at or near the face of an existing stone wall, and proceeding N 46°26'20" W a distance of 176.29 feet to another concrete monument set in the ground; thence turning to the left, forming an interior angle of 74°11'20", and proceeding S 27°45' W a distance of 318.82 feet to another concrete monument set in the ground; thence turning to the left, forming an interior angle of 93°48'40", and proceeding S 58°26'20" E, a distance of 170 feet, to another concrete monument set in the ground in or near the southwesterly sideline of said Upper Main Street; thence turning to the left, forming an interior angle of 86°11'20", and proceeding N 27°45' E a distance of 282.08 feet to the concrete monument, near the base of the stone wall, which marks the point or place of beginning.

Being all and the same lands and premises conveyed in the deed from Calvin H. Murray and Elise M. Murray to New England Telephone and Telegraph Company dated December 22, 1970 and recorded in the Town of Montpelier Land Records in Book 126, Page 181 - 183.

Town of Windsor
County of Windsor
Property: 721 Route 44

A parcel of land located on the westerly side of the highway leading from Windsor to Brownsville and more particularly described as follows:

Beginning at a marble monument set in the ground in the westerly sideline of said highway at a point forty and fifteen hundredths (40.15) feet northerly of a concrete buried cable marker now or formerly of New England Telephone and Telegraph numbered 120/5; thence proceeding North eighty-four degrees fifteen minutes West (N 84° 15' W) a distance of one hundred (100) feet to an iron pin set in the ground; thence turning to the right to form an interior angle of ninety degrees (90°) and proceeding North five degrees forty-five minutes East (N 05° 45' E) a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of ninety degrees (90°) and proceeding South eighty-four degrees fifteen minutes East (S 84° 15' E) a distance of one hundred (100') to a marble monument set in the ground in or near said westerly sideline of said highway; thence turning to the right to form an interior angle of ninety degrees (90°) and proceeding South five degrees forty-five minutes West (S 05° 45' W) in and along the westerly sideline a distance of one hundred (100) feet to the marble monument which marks the place or point of beginning.

There is included in this conveyance all right, title and interest of the Grantor in and to the land between the above described parcel and the center of said highway leading from Windsor to Brownsville.

Being all and the same land and premises conveyed by Harold J. Harris to New England Telephone and Telegraph on April 6, 1957, recorded in the Windsor records Book 56, Page 175.

Town of Wolcott
County of Chittenden
Property: TR 1 North Wolcott Road

Being the same tract of land as conveyed to New England Telephone & Telegraph Company by Erwin & Alice Bettis dated November 28, 1956 recorded in Book 29 Page 500 in the Town of Wolcott Land Records described therein as follows, viz: “A lot of Highway Route #15 in the Town of Wolcott and being more particularly described as follows:

Beginning at an iron pipe set in the ground in or near the northerly sideline of said Vermont highway route #15 at a point forty seven feet (47'), more or less, northerly of a point in the center line of Vermont route #15 designated as 508 – 66 on a state highway project map recorded in volume 27, page 251 of the Wolcott Land Records; thence proceeding South 61° 30' West in and along said northerly sideline a distance of one hundred feet (100') to a marble monument set in the ground in said sideline; thence turning to the right to form an interior angle 87° 32' and proceeding North 26° 2' West a distance of one hundred feet (100') to a marble monument set in the ground; thence turning to the right to form an interior angle of 92° 28' and proceeding North 61° 30' East a distance of one hundred feet (100') to a marble monument set in the ground; thence turning to the right to form an interior angle of 87° 32' and proceeding South 26° 2' East a distance of one hundred feet (100') to the iron pipe which marks the place or point of beginning.

There is included in this conveyance all right, title and interest of the Grantors in and to the land lying between the above described lot and the center of Vermont Highway Route #15.

Town of Weathersfield
County of Windsor
Property: Route 131

A lot of land located on the northerly side of Vermont Highway Route No. 131 in the town of Weathersfield, and being more particularly described as follows:

Beginning at an iron pipe set in the ground in the northerly sideline of said Vermont Highway Route No. 131 at a point thirteen (13) feet, more or less, westerly of the present location of a telephone pole of New England Telephone and Telegraph Company labeled and numbered 462; thence proceeding North nineteen degrees sixteen minutes thirty seconds West (N 19° 16' 30" W) in and along the boundary line between land of the Grantors and land now or formerly of the Town of Weathersfield a distance of seventy-four and thirty-three hundredths (74.33) feet to an iron pipe set in the ground; thence deflecting to the left forty-seven degrees forty-three minutes thirty seconds (47° 43' 30") and proceeding North sixty-seven degrees no minutes West (N 67° 00' W) a distance of eleven and seventy-nine hundredths (11.79) feet to a marble monument set in the ground; thence turning to the right to form an interior of ninety degrees (90°) and proceeding North twenty-three degrees no minutes East (N 23° 00' E) a distance of forty-five (45) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of ninety (90°) and proceeding South sixty-seven degrees no minutes East (S 67° 00' E) a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of ninety degrees (90°) and proceeding South twenty-three degrees no minutes West (S 23° 00' W) a distance of one hundred (100) feet to a marble monument set in the ground in or near the said northerly sideline of said Vermont Route No. 131; thence

turning to the right to form an interior angle of ninety degrees (90°) and proceeding North sixty-seven degrees no minutes West (N 67° 00' W) in and along said northerly sideline of said Vermont Route No. 131 a distance of thirty-eight and twenty-one hundredths (38.21) feet to the iron pin which marks the place or point of beginning.

Included in this conveyance are all rights of the Grantors in so much of said Vermont Highway Route No. 131 as lies between the center line of said highway and the southerly sideline of the parcel hereby conveyed.

Town of North Hartland
County of Windsor
Property: 101 Clay Hill Road

A parcel of land located on the southwesterly side of town road leading from North Hartland Village to Quechee, Vermont, and more particularly described as follows:

Beginning at a marble monument set in the ground in the southwesterly sideline of said highway approximately fifty (50) feet southeasterly of the point in which said highway is intersected by the cable line of New England Telephone and Telegraph Company; thence proceeding south forty-six degrees ten minutes west (S 46° 10' W) a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of ninety-three degrees forty minutes (93° 40') and proceeding North forty-seven degrees thirty minutes West (N 47° 30' W) a distance of one hundred (100) feet to a marble monument set in the ground; thence turning to the right to form an interior angle of eighty-six degrees twenty minutes (86° 20') and proceeding North forty-six degrees ten minutes East (N 46° 10' E) a distance of one hundred (100) feet to a marble monument set in the ground in said sideline of said highway; thence turning to the right to form an interior angle of ninety-three degrees forty minutes (93° 40') and proceeding South forty-seven degrees thirty minutes East (S 47° 30' E) in and along said sideline of said highway a distance of one hundred (100) feet to the marble monument which marks the place or point of beginning.

There is included in this conveyance all right, title and interest of the Grantor in and to the land between the above described parcel and the center of said highway.

Town of Shaftsbury
County of Bennington
Property: Maple Hill Road

Being the same tract of land as conveyed to New England Telephone & Telegraph Company by Carl W. Painter dated April 19, 1963 recorded in Book 46, Page 500 in the Town of Shaftsbury Land Records. Described therein as follows, viz:

Beginning at an iron pipe set in the ground at a point twenty-four and seventy five one hundredths feet (24.75') westerly of the center line of Town Highway #8 (the location of said

iron pipe being further described hereafter); thence proceeding E 83° 30' W a distance of one hundred feet (100') to an iron pipe set in the ground; thence turning to the right to form an interior angle of 90° and proceeding N6°30'W a distance of one hundred feet (100') to an iron pipe set in the ground; thence turning to the right to form an interior angle of 90° and proceeding N 83° 30' E a distance of one hundred feet (100') to an iron pipe set in the ground at a point in the westerly sideline of Town Highway #8 and twenty-four and seventy-five one hundredths feet (24.75') from the center line of said Highway; thence turning to the right to form an interior angle of 90° and proceeding S 6° 30' E in and along the sideline of said Town Highway #8 a distance of one hundred feet (100') to the iron pipe which marks the place or point of beginning, the two last mentioned iron pipes, which are set in the westerly sideline of Town Highway #8, are located equally distant from New England Telephone & Telegraph Company Pole 1065/173, located in the westerly side of the right of way of Town Highway #8, between the above-described lot and the westerly edge of the travelled portion of said Town Highway #8. The iron pipe which marks the place or point of beginning of the aforesaid description is approximately fifty and seven tenths feet (50.7') southerly of said New England Telephone and Telegraph Company Pole, and the other of said iron pipes is approximately fifty and seven tenths feet (50.7') northerly of said Pole.

Included in this conveyance is all right, title and interest, if any, of the Grantor, in so much of the land which lies between the easterly sideline of the above-described lot and the center line of said Town Highway #8 and is co-extensive with the north and south lines of the above-described lot.

Town of Shaftsbury
County of Bennington
Property: Chapel Road

Being the same tract of land as conveyed to New England Telephone & Telegraph Company and by Catherine Sohl dated October 14, 1962, recorded in Book 46, Page 394 in the Town of Shaftsbury Land Records and described therein as follows, viz:

Beginning at an iron pipe set in the ground at a point sixteen and one-half (16 ½) feet northerly from the center line of an east-west road leading to property of one Ward and others, said iron pipe being approximately sixty (60) feet on a bearing South 76° 17' East from the point at which the northerly line of said east-west road intersects with the easterly sideline of road sometimes known as "Chapel Road" and also sometimes known as Bennington Town Highway #16E thence extending South 71° 43' East a distance of one hundred (100) feet to another iron pipe set in the ground; thence turning to the left, forming an interior angle of 90°, and extending North 18° 12' East a distance of one hundred (100) feet to another iron pipe set in the ground; thence turning to the left, forming an interior angle of 90°, and extending North 71° 45' West a distance of one hundred (100) feet to another iron pipe set in the ground; thence turning left, forming an interior angle of 90°, and extending South 18° 12' West a distance of seventy-four and ninety-two hundredths (74.92) feet to another iron pipe set in the ground; thence deflecting to the right 85° 31' and extending North 76° 17' West a distance of sixty-one and twenty-six hundredths (61.26) feet to another iron pipe set in the ground; thence deflecting to the right 4° 46' 30" and extending

North 71° 30' 30" West a distance of forty-eight and ninety-two hundredths (48.92) feet to another iron pipe set in the ground; thence turning to the left, forming an interior angle of 90°, and extending South 16° 29' 30" West a distance of twenty-five (25) feet to another iron pipe set in the ground in or near the northerly sideline of a public highway which proceeds in a westerly direction from this point, and which is sometimes known as "The Old Town Line Road"; thence turning left, forming an interior angle of 90°, and extending South 71° 30' 30" East a distance of forty-nine and ninety-six hundredths (49.96) feet to another iron pipe set in the ground; thence deflecting to the left 4° 46' 30" and extending South 76° 17' East a distance of sixty and thirty-four hundredths (60.34) feet to the iron pipe which marks the point or place of beginning.

There is included in this conveyance all right of the Grantor in and to so much of the following roads as abut the southerly line of the property hereby conveyed:

Said road leading to the property of one Ward and others.

Said "Chapel Road" or Bennington Town Road #16.

Said road leading in a westerly direction from the intersection of the two above-described roads, sometimes called "The Old Town Line Road".

The rights herein granted to New England Telephone and Telegraph Company in and to said three described roads are subject to any and all rights of the public and others to use a said roads and the rights in said road leading easterly to the property of Ward and others shall be used and enjoyed in common with others and shall include the right to use said road not only for travel, on foot and with vehicles, but the right upon, over the under said road to lay, construct, reconstruct, operate, maintain, replace and remove lines of telephone and telegraph and electric power lines, and, more particularly, the right to construct, reconstruct, operate, maintain, replace and remove poles with wires and/or cables thereon, with the necessary guys and supports, and the right within said way to lay, construct, reconstruct, operate, maintain, replace and remove the necessary cables and conduits, pipes, manholes, and such surface testing terminals, repeaters and markers, and such other appurtenances with wires or cables therein as the grantee may, from time to time, desire, and with the right to permit the attachments of and/or lay and carry in conduits, the telephone and telegraph, and/or electric power wires and cables of any other company, with permission to enter upon said road for access thereto for all the above purposes.

The property hereby conveyed is shown on a plan entitled "New England Telephone & Telegraph Company, Bennington 'N' North #1, Shaftsbury, Vermont", prepared by Fred C. Koerner, C.E., Dated November 7, 1962, which is to be recorded in the Town of Shaftsbury Land Reports.

Town of Washington
County of Orange
Property: West Corinth Road

Being the same tract of land as conveyed to New England Telephone & Telegraph Company and by Fitzgerald Telemaque and Marie Josee' Telemaque on November 16, 1970, recorded in Book 46, Page 394 of the Orange Vermont Land Records and described therein as follows, viz:

A certain parcel of land, irregular in shape, supposed to contain approximately fifty-five (55) acres, situated on the northerly side of the highway leading from the Town of Washington to the Town of Corinth, and being a portion of the land and premises conveyed to said Fitzgerald Telemaque and Marie-Josee' Telemaque by Warranty Deed of Etalo Foiadelli and Marceline Foiadelli, dated January 6, 1967, and recorded in Book 32, Page 113, of the Land Records of the Town of Washington, said property being described in said deed as follows:

Being the land and premises described as follows in two deeds:

1. Being the same land and premises described in the deed of James W. Gable to Etalo and Marceline Foiadelli, July 12, 1965, recorded in Book 32, page 36, and therein described as follows:

It being a parcel of land lying northerly of the highway leading from the Town of Washington to the Town of Corinth and lying easterly of land owned by the grantee herein; and further described as follows:

Beginning at a point on the northerly side of the above mentioned highway marked by an iron pipe driven in the ground, which point is 124 feet easterly of a cottage owned by the grantee herein; then along said mentioned highway in a generally easterly direction a distance of 534 feet to an iron pipe driven in the ground; thence turning in a northerly and northwesterly direction in a line parallel to and 534 feet distance from the easterly boundary line between land herein conveyed and land owned by the grantee herein, to the southerly line of land now or formerly owned by one Louis Tougas and thence turning in a westerly direction and running along said Tougas boundary line to the point where the Tougas boundary line meets the easterly boundary line of land of the grantee herein, thence turning in a southerly direction and running along the easterly boundary line of the grantee herein to the above mentioned highway and the point of beginning. Meaning to convey all the land within the above described boundaries that is owned by the grantor herein.

2. Being the same land and premises described in the deed of Wilfred Senecal to Etalo Foiadelli, dated August 23, 1952, and recorded in Book 30, Page 172, of The Land Records of the Town of Washington and therein described as follows:

Being a part of the same land and premises, with buildings thereon, that was deeded to me by Warranty Deed of Joseph Senecal and Exzellia Senecal by their deed dated September 16, 1947 and recorded in Book 28, Page 338 of the Washington Land Records.

And being parcel No. 1 and Parcel No. 3 in said deed and therein described as follows:

Parcel No. 1, Being a piece of land supposed to contain 17 acres and being a part of the same land and premises deeded to the said Senecals by Nelson D.P. Smith and Sadie E. Smith by Warranty Deed dated December 4, 1925 and recorded in Book 24, Page 190 of the Washington Land Records.

Parcel No. 3, Being the same land and premises known as the Moulton Land and supposed to contain 22 acres, more or less, that was deeded by quit-claim deed of Abe Jacobs and Rosa Jacobs to Joseph and Excellia Senecal, dated June 11, 1937 and recorded in Book 26, Page 564, of the Washington Land Records.

Parcel No. 3 is subject to a water right which was given by the above grantor to Ernest and Ella Dickey by Warranty Deed dated September 16, 1947, when the said Wilfred Senecal deeded them the piece of land known as Parcel No. 2 in the first above mentioned deed. Said deed is recorded in Book 28 Page 339 of the Washington Land Records.

There is excluded from this conveyance that parcel of land conveyed to Etalo Foiadelli and Marceline Foiadelli by Warranty Deed of Fritzgerald Telemaque and Marie-Josee' Telemaque dated July 22, 1967, and recorded in Book 32, Page 152, of said land Records, and in said deed described as follows:

Commencing at an iron pin on the easterly side of the Washington-Corinth Road, so-called, said pin being located 492.10 feet northerly of the southwesterly corner of land now owned by Fritzgerald Telemaque and Marie-Josee' Telemaque; thence proceeding S 76° 37' 30" W a distance of 660 feet to an iron pin; thence turning an angle to the left and running S 11° 22' 30" E a distance of 330 feet to an iron pin; thence turning an angle to the left and running N 76° 37' 30" E a distance of 660 feet to an iron pin on the easterly side of the Washington-Corinth Road, so-called; and thence turning an angle to the left and running N 11° 22' 30" W along the easterly side of the Washington-Corinth Road, a distance of 330 feet to an iron pin and the point of beginning.

There is also conveyed to the grantees herein, their heirs and assigns a spring of water located northeasterly of the conveyed premises on land of the grantors, with the right to the grantees, their heirs and assigns to enter upon the premises of the grantors, their heirs and assigns, to replace, repair and maintain said spring and pipeline therefrom.

Town of Barton
County of Orleans
Property: Route 5 (Nault Road)

Being the same tract of land conveyed to New England Telephone and Telegraph Company by Clinton A. Libby and Helen M. Libby September 27, 1960, and recorded in Book 51, Page 37 of the Land Records of the Town of Barton, County of Orleans, Vermont and described therein as follows, viz:

A small lot of land located southwesterly of Barton Village and on the southwesterly side of town road which was formerly a part of U.S. Highway No. 5, said lot being situated approximately three tenths (.3) miles southwesterly from the point at which said road intersects existing U.S. Highway No. 5 as it runs from Barton Village South to West Burke, said lot being shown on a plan entitled New England Telephone and Telegraph Company Boston, Mass. Property Survey, Barton, Vermont-Barton “N” South, dated September 26, 1960 and prepared by Fred C. Koerner, C.E., which plan will be recorded in the Town of Barton Land Records, and being more described as follows:

Beginning at a marble monument set in the ground in or near the southwesterly sideline of said town road, said monument being one hundred ninety-seven and thirty-two hundredths (197.32) feet from the southeasterly corner of the large barn on the farm of the Grantors measured along a bearing of N 83° 14’ W, and proceeding S 22° 30’ W a distance of one hundred (100) feet to a 2” iron pipe, set in the ground; thence turning to the left, forming an interior angle of ninety degrees (90°), and proceeding S 67° 30’ E a distance of one hundred (100) feet to another 2” iron pipe set in the ground; thence turning to the left, forming an interior angle of ninety degrees (90°), and proceeding N 22° 33’ E a distance of one hundred (100) feet to another marble monument set in the ground in or near the westerly sideline of said town road; thence turning to the left, forming an interior angle of eighty-seven degrees forty two minutes (87°42’) and proceeding N 69° 48’ W a distance of fifty, and four hundredths (50.04) feet to another iron pipe set in the ground; thence turning to the right, forming an interior angle of one hundred eighty-four degrees thirty-six minutes (184° 36’), and proceeding N 65° 12’ W a distance of fifty and four hundredths (50.04) feet to the marble monument which marks the point or place of beginning.

Town of Barton

County of Orleans

Property: Willoughby Avenue (Harley Blake Road/ Route 58)

Being the same tract of land conveyed to New England Telephone and Telegraph Company by Clinton A. Libby and Harley R. Blake and Marjorie H. Blake dated December 10, 1960, and recorded in Book 51, Page 45 in the Town of Barton Land Records and described therein as follows, viz:

The lot of land hereby conveyed is situated on the southerly side of Vermont State Highway #58, as it runs between Evansville and Orleans, and is shown on a plan entitled “New England & Telegraph Property Survey Barton, Vermont 0 Barton “N” North”, dated September 24, 1960 prepared by Fred C. Koerner, C.E., and to be recorded in the Town of Barton Land Records.

Said property is more particularly described as follows: Beginning at a marble monument set in the ground in or near the southerly sideline of said State Highway #58, and proceeding S 47° 45’ E a distance of one hundred (100) feet to another marble monument set in the ground; thence turning to the left, forming an interior angle of 180° 21’, and proceeding S 48° 06’ E a distance of one hundred sixty-nine and ninety-two hundredths (169.92) feet to another marble monument set in the ground; thence turning to the right, forming an interior angle of 30° 56’, and proceeding N 79° 02’ W in or near a fence line separating the property of the Grantors from property of one Emerson, a distance of one hundred seventy-one and twenty-one hundredths

(171.21) feet to an iron pipe set in the ground; thence turning to the right, forming an interior angle of $175^{\circ} 56'$, and continuing in and along said fence line N $74^{\circ} 58'$ W a distance of twenty-six and sixty-two hundredths (26.62) feet to another iron pipe set in the ground; thence turning to the right, forming an interior angle of $152^{\circ} 47'$, and proceeding N $47^{\circ} 41'$ W a distance of one hundred (100) feet to another iron pipe set in the ground; thence turning to the right, forming an interior angle of 90° , and proceeding N $42^{\circ} 15'$ E a distance of one hundred (100) feet to the marble monument which marks the point or place of beginning. Included in this conveyance are all the right of the Grantors, if any, in and to so much of the land lying between the center line of said State Highway #58 and the two segments of the northerly sideline of the above described lot as is coextensive with said northerly line.

Meaning and intended to convey all right title and interest of Grantor in all the real property interests it owns in such town whether or not it is specifically identified and described above.

Exhibit B

(Terms and Conditions for Timed Online Auctions and Additional Terms and Conditions)

(attached hereto)

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 and Tranzon International, 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 property being sold in this auction is owned by one or more parties referred to in these Terms and Conditions as the “Seller.” 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. Notwithstanding the foregoing, you 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 of 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 similar contingency. 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, [tranzon](http://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 are subject to verification through credit card information that must be provided in the registration process. You will be asked to provide credit card information for this purpose, and we will use a third party service to verify that your credit card is valid and has available credit. We will not place a charge against your credit card, but a "hold" may be placed on an amount of funds on your credit card until the auction bidding has been completed and for a reasonable period of time to allow for a release of any such hold after the conclusion of the auction.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. If we are unable to verify your credit card, you will have no rights to bid at this auction, and your registration will be deemed to be not accepted and/or terminated or extinguished without notice. 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. It is your responsibility to check the Tranzon website carefully so that you are aware of the scheduled closing time.

Extended Bidding Time: Notwithstanding the scheduled closing time for this auction, in the event that a bid is made at any time during the final four (4) minutes of the scheduled bidding time, the bidding time will automatically be extended for an additional four (4) minutes. For example, if the bidding is scheduled to close at 3:00 PM ET, and a bid is placed at 2:58 PM ET, the bidding will be extended until 3:04 PM. 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.

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. 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 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 anyway 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:

Bid Deposit: 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 may be required in the form of a credit card authorization, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for a release of any such hold after the conclusion of the auction.

Earnest Money Deposit: If you are the successful bidder, you may then be required to tender 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 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 sale 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 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) not later the forty-eight (48) hours before the scheduled closing, in immediately available funds or by wire transfer, as directed 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 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 authorizes the Auctioneer to charge a fee of Five Thousand Dollars (\$5,000) or such other amount as may be specified in any Additional Terms and Conditions, which amount may be charged to the high bidder's credit card

provided in conjunction with the bidder's registration, or may be paid by retention of the high bidder's deposit check, in the sole discretion of the Auctioneer. These remedies are in addition to any other remedies, including specific performance, that the Seller and/or the Auctioneer may have in equity or at law.

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, and you irrevocably submit to the jurisdiction of such courts.

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Additional Terms and Conditions

- **Buyer's Premium:** A ten percent (10%) Buyer's Premium will be added to the Buyer's Bid amount.
- **Deposit:** Successful bidder will be required within forty-eight (48) hours following the close of the online auction bidding, to submit to Tranzon Auction Properties by wire transfer, bank check, cashier's check or certified check in United States funds and payable to Tranzon Auction Properties Escrow Account, a non-refundable Deposit equaling ten percent (10%) of the Purchase Price (Buyer's Bid Amount + 10% Buyer's Premium = Purchase Price).
- **Closing:** Within thirty (30) days following date of Purchase and Sales Agreement.
- **Broker Participation Fee:** Tranzon Auction Properties encourages Cooperating Brokerage participation with licensed real estate brokers. A fee of three percent (3%) of the high bid will be paid at closing by **Tranzon Auction Properties** to a cooperating buyer's broker who registers the successful buyer who closes on the property. (No commission will be paid if the buyer fails to close). Broker must register their client by mail or fax with **Tranzon Auction Properties**, 93 Exchange Street, Portland, ME 04101, Fax 207-773-7275 prior to the client placing any bids in the online bidding event. **The form must be signed by both the broker and the client.** Registration must be on the Broker/Client Registration form provided by **Tranzon Auction Properties**. **Brokers acting as principals are not eligible for this commission.** There will be NO EXCEPTIONS to this procedure.