

**THE FAIRFIELD COUNTY BAR ASSOCIATION
RESIDENTIAL REAL ESTATE SALES AGREEMENT**

(Revised July 14, 2015)

This Agreement made as of the _____ day of FEBRUARY 2022
between JAMES E SCOTT (hereinafter referred to as the SELLER, whether one or more),
and J & M ERLTY CONNECTIONS, LLC of OSTAMFORD, CT _____ (hereinafter referred to
as the BUYER or PURCHASER whether one or more).

WITNESSETH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified,
hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property
commonly known as 96 CHARTER OAK DRIVE, WILTON, Connecticut and
specifically described in Schedule A attached hereto (the "Premises") subject only to the
encumbrances and exceptions to title set forth or referred to in Paragraph 10(e) and Schedule A
(legal description and exceptions, if any) **TO BE PROVIDED** ~~attached hereto~~.

2. **CONSIDERATION.** The purchase price is SEVEN HUNDRED
THOUSAND(\$700,000.00) DOLLARS which the BUYER agrees to pay as follows:

- (a) Upon the signing of this Agreement, payable to the
SELLER'S attorney as Trustee or Escrow Agent as provided
herein, receipt of which is acknowledged, subject to collection
("the Deposit"); \$ 35,000.00
- (b) Upon delivery of the deed by wire or by official
cashier's or bank check drawn by and upon a federally-
regulated or Connecticut state-chartered bank, or a bank that is
a member of the New York Clearing House, the proceeds of
which are immediately available. \$ 665,000.00

TOTAL \$ 700,000.00

3. **ESCROW.** SELLER'S attorney (the "Escrow Agent") shall hold the Deposit
in Paragraph 2(a), above, in escrow in an IOLTA account until closing of title or
sooner termination of this Agreement in accordance with its terms, and shall pay
over or apply the Deposit in accordance with the terms of this paragraph. The
Escrow Agent shall hold the Deposit in an attorney's IOLTA account for the
benefit of the parties. At the closing of title as contemplated hereunder, the
Deposit shall be paid by the Escrow Agent to or as directed by the SELLER. If
for any reason the closing does not occur and either party gives Notice to the
Escrow Agent pursuant to Paragraph 32 demanding payment of the Deposit, then

the Escrow Agent shall give prompt Notice of such demand to the other party. If the Escrow Agent does not receive from such other party Notice of an objection to the proposed payment within seven (7) business days after giving such Notice, the Escrow Agent is hereby authorized and directed to make such payment in accordance with the Notice. If the Escrow Agent receives such Notice of objection within said seven (7) business day period, or if for any other reason the Escrow Agent in good faith shall elect not to make such payment, then the Escrow Agent may continue to hold such amount until otherwise directed by Notice from the parties to this Agreement or a final, non-appealable judgment, order or decree of a Court of competent jurisdiction. However, the Escrow Agent shall have the right at any time to deposit the Deposit and the interest thereon, if any, with a court of competent jurisdiction where the Premises is located and shall give Notice of such deposit to SELLER and BUYER. Upon such deposit or other disbursement in accordance with the terms of this Paragraph 3, the Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience and that the Escrow Agent shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith, on account of gross negligence, or in willful disregard of this Agreement on the part of the Escrow Agent. SELLER and BUYER agree, jointly and severally (with right of contribution) to defend (by counsel selected by the Escrow Agent), indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to acts or omissions taken or suffered by the Escrow Agent in bad faith, on account of gross negligence, or in willful disregard of this Agreement on the part of the Escrow Agent. In the event the Deposit is deposited with a court of competent jurisdiction pursuant to the terms herein, the parties to this Agreement hereby authorize the Escrow Agent to deduct the reasonable costs and attorney's fees associated with an action of interpleader.

The Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

The Escrow Agent acknowledges receipt of the Deposit by check or wire, subject to collection and the Escrow Agent's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this Agreement.

Escrow Agent or any member of its firm shall be permitted to act as counsel for SELLER in any dispute as to the disbursement of the Deposit or any other dispute between the parties whether or not the Escrow Agent is in possession of the Deposit and/or continues to act as the Escrow Agent. The parties waive claim to a

conflict regarding this paragraph.

Escrow Agent shall have no liability for any loss of the Deposit occurring on account of FDIC limits for sums insured on deposit.

It is specifically understood and agreed that at closing, BUYER shall tender to SELLER official, cashier's or bank checks drawn on a federally-regulated or Connecticut state-chartered bank, or a bank that is a member of the New York Clearing House, the proceeds of which are immediately available, or wired funds. All checks shall be made payable to SELLER'S attorney as trustee for SELLER, unless otherwise directed in writing by SELLER or SELLER'S counsel for the balance of the purchase price due at closing as set forth in this Agreement less the amounts of all mortgage payoffs. Additionally, BUYER'S attorney shall tender separate bank or treasurer's check(s) to SELLER for payoff of SELLER'S mortgage obligations.

On or before ten calendar days (10) before closing, SELLER shall provide BUYER's attorney with written directions for each mortgage payoff stating the name of payee and the total amount of payoff together with a copy of the associated payoff statement(s). SELLER shall calculate the total payoff amount (including applicable per diems, late charges, etc.) that shall be in an amount sufficient to pay the mortgage in full. SELLER shall be responsible for preparing the mortgage payoff package(s) and transmittal(s). Immediately after closing, SELLER'S attorney shall wire or hand deliver or send via overnight carrier the payoff funds and package to the SELLER'S lender(s).

4. FIXTURES. (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises **at the time of the Buyer executing this contract**: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, installed wall to wall carpeting, security system, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, any affixed satellite dish(es), weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together

(b) Specifically **excluded** from the sale are: _____

N/A

(c) Except as otherwise set forth herein, if any fixtures are leased, SELLER shall provide the name and contact information of the lessor as soon as possible, but not later the two (2) business days before the closing of title. The following fixtures are leased: N/A

~~5. — MORTGAGE CONTINGENCY. This Agreement is NOT contingent upon BUYER obtaining a written commitment for a loan without any condition(s) beyond BUYER'S reasonable ability to satisfy, to be secured by a first mortgage on the Premises, in such an amount for which BUYER shall apply which shall not be in excess of \$ 260,453.00 from a lending institution or licensed mortgage broker, which loan shall be for a term of 30 years and shall bear interest at a rate not to exceed the prevailing rate for VA loans at the lending institution to which application is made by the BUYER _____ or prevailing rate, at a fixed/variable rate at the institution where application is made. BUYER agrees to make prompt application for such a loan and to pursue said application with diligence. If having done so, BUYER is unable to obtain a written commitment for such a loan on or before APRIL 1, 2020, time being of the essence, and if BUYER so notifies SELLER or SELLER's attorney, as provided in Paragraph 32, at or before 6:00 p.m., on said date, then SELLER shall have the option to extend the mortgage contingency date or terminate this Agreement, which shall then be null and void, and the BUYER shall be entitled to the immediate return by SELLER of all sums paid by the BUYER on account of this Agreement except for the sum of Four Hundred Fifty (\$450.00) Dollars towards the cost of preparation of this Agreement.~~

~~If BUYER exercises this mortgage contingency, Buyer must provide a letter from Buyer's lender that demonstrates that Buyer could not obtain a written loan commitment without conditions that are beyond Buyer's reasonable ability to satisfy. If SELLER or SELLER's attorney do not receive such notice as provided in Paragraph 32 at or before 6:00 p.m. on said date, this Agreement shall remain in full force and effect.~~

~~The foregoing notwithstanding, a denial of BUYER's mortgage application based solely upon the BUYER's inability to sell other real estate or another home, or a written commitment conditioned solely on the sale of other real estate or another home, shall NOT be deemed a denial of such mortgage application under this paragraph. In either of such events the BUYER shall not be entitled to terminate this Agreement nor be entitled to the return of any sums paid by the BUYER on account of this Agreement. Should the BUYER fail to comply with the foregoing requirements, this Agreement shall continue in full force and effect, and the rights and obligations of the parties shall be as if this Paragraph 5 did not appear in this Agreement.~~

6. MUNICIPAL CONTINGENCY and TITLE CONTINGENCY

- A. BUYER's obligations are contingent upon a BUYER obtaining "reasonably satisfactory title" and "reasonably satisfactory municipal searches" to be completed no later than 6 pm on February 11, 2020 ("Title and Municipal Date"), **time being of the essence**. In the event one or both such searches are not reasonably satisfactory to the BUYER, BUYER shall have the right to terminate this Agreement by giving written Notice as provided in Paragraph 32 of such termination on or prior to the Title and Municipal Date **time being of the essence**. Upon receipt of such Notice,

SELLER shall return all Deposit monies as soon as practicable as paid hereunder except for the sum of Four Hundred Fifty (\$450.00) Dollars towards the cost of preparation of this Agreement and, upon delivery of such funds, this Agreement shall terminate.

- B. For the purposes of this Paragraph 6, “reasonably satisfactory title” shall mean: (i) title which conforms to Schedule A and (ii) does not contain any restrictions on the use of the property which would significantly impair BUYER’s stated intended use and enjoyment of the Property. Utility easements, so long as the same are limited to bringing service to the Property, shall not be deemed to impair the use and enjoyment of the Property.
- C. For the purposes of this Paragraph 6, a “reasonably satisfactory municipal search”, if any, shall mean a search showing matters of public record which: (i) materially conform to the listing provided to BUYER by SELLER’S agent, (ii) conform to such facts that a physical inspection of the property shall reveal, (iii) do not reveal any unpermitted work or open permits requiring final municipal approval that are not likely to be cured by SELLER prior to closing and (iv) are internally consistent (for example, the assessor’s records are consistent with health department records as to number of bedrooms in the home).
- D. Nothing in this Paragraph 6 shall limit the parties’ remedies as otherwise provided in this Agreement.

7. CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES]. The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in the condition that the Premises ~~were disclosed to be or were in as of the date of BUYER’s initial home inspection or, if no inspection, on the date~~ of this Agreement, in an “as is” and “where is” condition, reasonable wear and tear excepted. Neither SELLER nor SELLER’s agents have made any representations or warranties as to the Premises on which BUYER has relied other than as expressly set forth in this Agreement.

8. DEED. The SELLER, on receiving the total purchase price, shall, at the SELLER’s cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER’s permitted assigns, the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary’s Deed) in proper form, to convey to the BUYER, or BUYER’s permitted assigns, the fee simple of the Premises, free of all encumbrances except as hereinafter provided. The **BUYER** shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

9. CLOSING. The deed shall be delivered at the offices of Robert A. Skovgaard or at such place in Fairfield County, Connecticut, as may be designated by BUYER’s lending institution on the **APRIL 1, 2022** at **11:00** A.M. or sooner by mutual agreement of the parties hereto (“the Closing Date”).

10. TITLE. (a) If, upon the date for the delivery of the deed, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying

marketable title¹ to the Premises as hereinafter provided, subject only to the items set forth in Schedule A and Paragraph 10(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) calendar days, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a marketable title to said Premises, subject as aforesaid, the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, ~~together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the contract purchase price shall be paid to the BUYER without interest thereon.~~ Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 10(e) hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association from time to time in effect. Any and all defects, in or encumbrances against, the title which are not deemed to impair marketability under the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association shall not constitute valid objections on the part of the BUYER, provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Connecticut Standards of Title. The title must be insured at standard premiums by Buyer's title insurance company.

(c) The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any enforceable restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the Closing Date as set forth in Paragraph 9, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) Notwithstanding anything to the contrary contained in this Agreement, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Premises at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and SELLER agree to close title notwithstanding the absence of the release of

mortgage, provided the attorney for the SELLER furnishes the attorney for the BUYER, at the closing, with (a) a written payoff statement and a copy of the payoff check or wire form evidencing that payment of the unreleased mortgage is to be made in full at the time of the closing and (b) a fully-executed undertaking and indemnity to make said payment in the form annexed hereto, and further provided that a title insurance company reasonably satisfactory to the BUYER will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages.

SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER's attorney with recording information. If SELLER has not obtained such release within sixty (60) calendar days after closing, Seller shall give to BUYER's attorney an affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. This provision shall survive the closing.

(e) The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the Closing Date; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises,.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 10(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

11. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 10, Paragraph 14 and Paragraph 20 hereof are hereby made liens on the Premises. ~~The parties shall execute a Notice of Contract, if requested by one of the parties to this Agreement, pursuant to CGS 49-92a.~~

12. **BROKER(S).** The parties hereto agree ~~that jno boroke3r~~ are the broker(s) ~~who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement.~~ This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no ~~other~~ broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no ~~other~~ broker or agent has any exclusive sale or exclusive agency listing on the Premises. The parties hereto (jointly and severally, if more than one) hereby agree to indemnify and hold each other harmless against any liability by reason of the claim of any ~~other~~ broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such ~~other~~ broker or agent being the procuring cause of this sale on behalf of the BUYER, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, the party having notice of such claim shall promptly notify the party without notice of same who shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

13. **APPORTIONMENT.** Unless otherwise agreed to in a Consumer Finance Protection Bureau ("CFPB") addendum, real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, together with interest thereon, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned based upon a 365 day year and the actual number of days in the month in which the closing occurs. Condominium special assessments due and payable prior to closing shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing, not to exceed six (6) months. Apportionment agreed to as a result of CFPB disclosures shall not constitute an "omission" or "error" for the purpose of this Paragraph 13. The provisions of this Paragraph shall survive the closing.

14. **RISK OF LOSS.** The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that

such loss or damage does occur prior to the delivery of the deed, the SELLER shall be allowed a reasonable time thereafter, not to exceed thirty (30) calendar days from such loss or damage, within which to repair or replace such loss or damage to BUYER's reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage to BUYER's reasonable satisfaction within said time, the BUYER shall have the option:

(a) of terminating this Agreement, in which event all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses; or

(b) of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving an assignment of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale together with the amount of the deductible withheld from payment, less the amount of any moneys actually expended by the SELLER on any repairs to said property.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

15. AFFIDAVITS/1099 REPORTING:

A. The SELLER agrees to execute, at the time of closing of title;

(1) an affidavit, (i) verifying the non-existence of mechanics' and materialmen's lien rights, (ii) verifying the non-existence of any tenants' rights, other than as set forth herein, (iii) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, and (iv) updating to the extent of SELLER's knowledge, any available survey, together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge; and, if true,

(2) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code §1445 and, if SELLER is unable to provide an affidavit affirming same, the parties agree to comply with all applicable laws including all relevant provisions under Internal Revenue Code §1445, et. seq., as amended.

B. Unless otherwise provided, the BUYER agrees to execute and file a Form

1099 Report in connection with the Purchase and Sale of Real Estate as may be applicable to the transaction contemplated herein, and the SELLER must provide information relevant thereto.

16. STATUTORY NOTICES/WAIVER:

The SELLER gives notice to the BUYER as follows:

- A. The Commissioner of Environmental Protection must provide the Town Clerk of the town in which the Premises are located with a list of all hazardous waste facilities located within such town and a notice of the list shall be maintained by the town clerk of such town and the town clerk shall post a notice of the list in the area where the land records are kept. Pursuant to Conn. Gen. Stat. §20-327f, the SELLER hereby provides notice to the BUYER of the availability of this list.
- B. The SELLER further provides notice to the BUYER that a list of any local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk of the municipality where the Premises are located, and the SELLER has no knowledge of any error, omission, or inaccuracy in such list.
- C. **LEAD-BASED PAINT.** By signing this Agreement, BUYER acknowledges that the lead paint contingency granted pursuant to §42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.

17. **SMOKE DETECTOR/CARBON MONOXIDE AFFIDAVIT.** At closing of title, SELLER shall leave the existing smoke alarms and carbon monoxide detectors in place. Having no expertise with respect to the operation or placement of smoke alarms and carbon monoxide detectors and having made no inspection of same, SELLER represents that SELLER is not aware of any defects with respect to same. Notwithstanding the foregoing, SELLER will either provide at closing the affidavit required by Conn. Gen. Stat. § 29-453, and as same may be amended, or, if no affidavit is provided, SELLER shall give BUYER a credit in the amount of \$250.00.

18. **MAINTENANCE.** The house, grounds and facilities shall be maintained by the SELLER between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

19. **DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys, garage door openers (if any), and alarm codes (if applicable) in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of

title.

20. LIABILITY FOR DELAYED CLOSING. In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond five (5) business days, then the BUYER will reimburse the SELLER from the sixth (6th) business day to the actual date of closing for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay from the sixth (6th) business day up to the actual date of closing. Further, in the event of a delay in closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of delay from the sixth (6th) business day up to the actual date of closing. For example, the per diem cost of a \$450,000 transaction would be \$150 per day.

Notwithstanding anything else in this Agreement, provided BUYER's mortgage commitment and rate lock do not expire before five (5) business days after the Closing Date, any right of the SELLER to delay closing under this Agreement (including the cure provisions in Paragraphs 10 and 14) shall not extend beyond the expiration date of BUYER's mortgage commitment or rate lock, or such extended date which is available at no cost to BUYER.

If the BUYER terminates this Agreement due to SELLER's refusal to close within the timeframe provided above, then BUYER shall receive all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price, which shall be paid to the BUYER without interest thereon.

21. DEFAULT. If (a) BUYER is in material default hereunder, or, (b) on or before the Closing Date as set forth herein, BUYER indicates that BUYER is unable or unwilling to perform, and provided SELLER stands ready to perform SELLER's obligations, SELLER's sole and exclusive remedy shall be the right to terminate this Agreement by written Notice pursuant to Paragraph 32 to BUYER or BUYER's attorney and the Escrow Agent and SELLER shall retain the Deposit as reasonable liquidated damages for BUYER's inability or unwillingness to perform. In the event such written Notice of termination of this Agreement is given by SELLER, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement, provided neither party objects to same within 5 business days of receipt of Notice of termination.

It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute BUYER; additional

commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance.

In the event closing has not taken place within thirty (30) calendar days following the Closing Date as it may be extended pursuant to the provisions hereof, through no fault of the non-delaying party, the delaying party shall be deemed in default. If SELLER is in material default hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance.

22. PROPERTY CONDITION DISCLOSURE FORM. Attached hereto as a Rider is the Property Condition Disclosure Form required by Conn. Gen. Stat. §20-327b. In the event the SELLER has not furnished BUYER with the Property Disclosure Form, if required by §20-327b of the Connecticut General Statutes, with or prior to the BUYER's execution of this Agreement, the SELLER shall give and the BUYER **WAIVES THE RIGHT TO** ~~shall~~ receive at closing a credit against the purchase price in the amount of \$500.00.

23. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on or within the Premises.

24. RIGHT TO WITHDRAW. This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto and receipt by the SELLER's attorney as the escrow agent of the full payment of the Deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney at the address provided in Paragraph 32.

25. ASSIGNMENT. This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld, conditioned or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

26. ACCEPTANCE OF DEED. The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

27. REPRESENTATIONS. Unless otherwise specified herein, none of the representations made in this Agreement including all attachments shall survive delivery of the deed, and all representations by SELLER are made to the best of SELLER's knowledge and belief and without duty of inquiry. SELLER shall have an affirmative obligation to notify BUYER if any of the representations in this Agreement or in all Attachments are no longer true. Except in the event of an intentional misrepresentation, if BUYER discovers prior to the closing of title any material representation contained in this Agreement including all Attachments to be untrue, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title, as set

forth in Paragraph 10, above. In the event of an intentional misrepresentation, BUYER shall have available all rights in either law or equity.

28. SELLER'S REPRESENTATIONS REGARDING

BANKRUPTCY. SELLER represents that they are not presently, nor have they been, debtors in a bankruptcy proceeding in which the Bankruptcy Court presently has continuing jurisdiction over their assets. The SELLER further represents that the Premises is not in the hands of a receiver or other liquidating agent. These representations shall survive the closing of title.

29. EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

30. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including interest as may be provided by law, from the other party.

31. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

32. COUNTERPARTS / FACSIMILE / ELECTRONIC

MAIL/NOTICES. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party's counsel.

All notices under this Agreement shall be in writing and shall be delivered or sent by email, facsimile transmission, certified mail, or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves. Electronic signatures of the parties and of the attorneys for the parties on this Agreement, notices, or amendments to this Agreement shall be deemed to have the full force and effect of an original signature.

Each party authorizes their attorney as attorney-in-fact to execute all documents as may be required to effectuate the terms and conditions of this Purchase and Sale Agreement, once executed by the parties, including documents that may be reasonably requested and related to

BUYER's lender's requirements.

Notices to the SELLER shall be sent to:

____ ROBERT A. SKOVGAARD ____
____ 1234 SUMMER STREET ____
____ STAMFORD, CT ____
Phone (203) _977-2447 ____
Fax (203) _348-0196 ____
E-mail: ROBSKOV@AOL.COM ____

Notices to the BUYER shall be sent to:

____ ANTHONY SCHWARTZ ____
____ 10 WALL STREET ____
____ NORWALK, CT 06850 ____
Phone (203) -866-1811 ____
Fax (203) ____ 866-0550 ____
E-mail: ____ TONY@AESESQ@COM ____

33. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement and specified riders or attachments hereto. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or canceled except by a written instrument signed by both parties.

34. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

35. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

36. ALTERATION OF STANDARD FORM. The BUYER and SELLER acknowledge that this is the current Residential Real Estate Sales Agreement as shown on the Fairfield County Bar Association website (the “Standard Form”) and agree all deviations and changes made by either the SELLER’s or BUYER’s attorney must be clearly marked in bold, underline and/or large font typeface, handwritten or otherwise highlighted to indicate the change(s). Should a change be made without clear marking or delineation, such provision shall be deemed not to be a part of this Agreement for any purpose, and shall be replaced with the provision of the Standard Form that has been changed or eliminated. Any eliminated sections of the Standard Form also shall be deemed to be a part of this Agreement unless a reference to its deletion is clearly marked in accordance with this paragraph or described in a separate cover letter. Addenda, exhibits, attachments and riders to this Agreement are not subject to the requirements of this paragraph.

37. CONVEYANCE TAXES The Buyer agrees to pay all conveyance taxes due as a result of this transaction.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, as of the day first above written.

SUNDEE GOODWIN, SELLER

-

STEVE SULLIVAN, BUYER

-

Title to said Premises is to be taken in the name or names of:

as _____

ACCEPTANCE OF ESCROW

DATED: _____

I HEREBY ACCEPT RECEIPT OF THE DEPOSIT AS SPECIFIED IN PARAGRAPH 2, SUBJECT TO COLLECTION, AND THE UNDERSIGNED AGREES TO ACT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 3 OF THIS AGREEMENT.

THE ESCROW AGENT: ROBERT A. SKOVGAARD

UNDERTAKING AND INDEMNITY FOR PAYOFF OF EXISTING MORTGAGE

Sale of: [property address 1, addr 2], [property town/city, st zip]

Sellers: [seller 1 name] and [seller 2 name]

Purchasers: [buyer 1 name] and [buyer 2 name]

INDEMNITY OF OWNER

The undersigned, being the owners of the above-referenced property, hereby acknowledge that the property is presently encumbered by the following mortgage:

Mortgage from [payoff mortgagors] to [payoff mortgagee] in the original principal amount of [mortgage amount] dated [mortgage date] and recorded on [mtg recording date] in Volume/Book [mtg recording vol] at Page [mtg recording page] of the [property city] Land Records, last assigned to [mtg assignee] by way of instrument recorded in Volume/Book [mtg assignment vol.] at Page [mtg assignment page] of the same.

The attorney signing below has obtained a payoff statement for this mortgage and we have directed said attorney to fully pay and satisfy said mortgage from the closing proceeds. In the event the payoff statement provided is not accurate, we agree to immediately tender all funds necessary to pay this mortgage in full.

In consideration of the issuance of policies of title insurance without exception to the above-referenced mortgage, the undersigned owners agree to indemnify and hold the Purchaser and **[buyer title insur co]** harmless from and against all loss, cost, or damage, including attorney's fees and court costs, arising or resulting from any claim made in connection with said mortgage.

Seller

CLOSING ATTORNEY'S UNDERTAKING

The undersigned hereby certifies that I am an attorney licensed to practice in the State of Connecticut. I received a payoff statement for the above referenced mortgage, and I have sent sufficient funds in accordance with the attached payoff statement to the mortgagee to pay off this mortgage in full. Upon payment in full of said loan, I will arrange for a proper release of the mortgage to be recorded, or if necessary, I will prepare and record an affidavit in accordance with Section 49-8a of the Connecticut General Statutes. *Attached hereto is a copy of the payoff statement, payoff check, and the transmittal letter to the mortgagee.*

_____, 20____
[Sellers' Attorney's Name]
[Sellers' Attorney's Address]