

**WESTVIEW CONDOMINIUMS**  
**REAL ESTATE PURCHASE & SALE CONTRACT**  
**Local Business**

This Real Estate Purchase & Sale Contract ("Contract" or "Agreement") is made and entered into as of the date last written below ("Effective Date"), by and between Westview Partners, LLC, a Wyoming limited liability company ("Seller"), and \_\_\_\_\_ ("Buyer").

**Recitals**

- Seller is the owner of the Unit (as defined herein), and desires to sell the Unit to Buyer, and Buyer desires to purchase the Unit from Seller.
- Buyer understands and acknowledges that the Unit is subject to Special Restrictions for Employer-Owned Workforce Rental Housing, which will be recorded upon issuance of a certificate of occupancy for the Unit ("Special Restrictions"). A copy of the Special Restrictions in substantially similar form to what will be recorded against the Unit is attached hereto at **Exhibit A**.
- Pursuant to the Special Restrictions, the Jackson/Teton County Housing Department ("Housing Department") must verify that the Buyer is a "Local Business" as set forth in the Special Restrictions and Housing Department's Rules and Regulations ("Rules and Regulations").
- It is further understood and acknowledged by the parties that if the Housing Department does not verify that Buyer is a "Local Business" and eligible to purchase the Unit prior to Closing, Buyer cannot purchase the Unit.
- Buyer has been provided with architectural plans for the Unit titled \_\_\_\_\_ ("Residential Unit Plans"), which plans are attached hereto at **Exhibit B**.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated by reference, and the mutual covenants, promises and agreements contained in this Contract, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Property to be Purchased.** On the terms and subject to the conditions contained herein, Seller agrees to sell and Buyer agrees to purchase the following described condominium unit located in Teton County, Wyoming, which condominium unit, when platted, will be located within Lot 2 of the Westview Addition to the Town of Jackson, Wyoming according to that plat recorded in the Office of the Teton County, Wyoming Clerk on April 7, 2020 as Plat No. 1411:

Unit \_\_\_ of the Westview Condominiums Addition to the Town of Jackson, Wyoming, as described on **Exhibit B** attached hereto and incorporated herein, to be shown on the Final Plat of the Westview Condominiums Addition to the Town of Jackson to be filed in the Office of the Teton County, Wyoming Clerk ("Plat"), and described in the Declaration of Condominium of Westview Condominiums Addition to the Town of Jackson to be recorded contemporaneously with the Plat and all supplements and amendments thereto ("Declaration"), and such descriptions will be construed to describe the unit, together with all interests appurtenant thereto, including the appurtenant undivided interest in the Common Elements, as defined in the Declaration (together, the "Unit").

Buyer and Seller agree that, if necessary, they will amend the legal description of the Unit in this Contract prior to Closing once the Plat and Declaration are recorded in the Office of the Teton County, Wyoming Clerk.

**2. Deed-Restricted Unit.** Buyer acknowledges and understands that the Unit will be subject to Special Restrictions. The Special Restrictions will be recorded upon issuance of a certificate of occupancy for the Unit. Buyer further understands and acknowledges that the Special Restrictions and Rules and Regulations require that the Buyer be a "Qualified Household" or a "Local Business", as those terms are defined and described in the Special Restrictions and Rules and Regulations, and that the Housing Department must verify that the Buyer is qualified to purchase the Unit prior to Closing. **Buyer agrees that it will submit any materials necessary for qualification and verification to the Housing Department within 10 business days of the Effective Date of this Contract if it has not already done so. Buyer also understands that the Housing Department may require Buyer to re-verify its qualifications prior to Closing and agrees that it will timely provide the Housing Department with all necessary information to re-verify Buyer prior to Closing.**

**3. Purchase Price.** The purchase price for the Unit shall be \$\_\_\_\_\_ (the "Purchase Price"). The Purchase Price shall be payable in the following manner:

a. **Earnest Money Deposit.** Within 3 business days of the Effective Date of this Contract, Buyer shall deposit either via check or wire transfer \$\_\_\_\_\_ with the Title Company, which shall be the earnest money deposit for this transaction ("Earnest Money"). If Buyer fails to deliver the Earnest Money to the Title Company within the time set forth herein, the parties agree that this Contract may be unilaterally voided by Seller by providing notice to Buyer.

b. **Balance of the Purchase Price.** The remaining amount of the Purchase Price shall be delivered to Seller at Closing in collectible funds.

**4. Additional items included in the Purchase Price.** The Unit is being sold unfurnished and will contain only the fixtures to be installed within the Unit including without limitation all lighting, heating and plumbing fixtures, built-in appliances (a list of appliances that will be provided in the Unit is attached hereto at **Exhibit C**), permanently-attached floor coverings, windows, attached mirrors, and smoke/fire detection devices. Additionally, at Closing or any other time mutually agreed to by the parties, Seller shall deliver all keys to the Unit, along with all manuals, instruction brochures or similar information in Seller's possession or control relating to the appliances, fixtures and other inclusions within the Unit.

**5. Property Under Construction.**

a. **Project Under Construction.** Buyer understands and acknowledges that the Unit and/or other units may still be under construction after the Effective Date of this Contract and that CONSTRUCTION SITES ARE INHERENTLY DANGEROUS. Buyer agrees that it will not enter the construction area or Unit prior to Closing without the express prior permission of Seller, which may be withheld in Seller's sole discretion. Buyer hereby assumes all risks of personal injury and damages arising from any construction site entry, and further agrees to indemnify and hold Seller and Seller's members, employees, agents, contractors, sub-contractors, successors and assigns harmless for any claims, damages, actions, liabilities, injuries, or deaths sustained by Buyer or Buyer's agents, guests, or invitees while present at the construction site, excepting claims caused by Seller's gross negligence or willful misconduct. Buyer acknowledges that as of Closing, the construction of planned common area and infrastructure may not be completed.

b. **Common Areas; Infrastructure.** It is understood and agreed that Seller is not building the common areas and infrastructure to the precise specifications or designs of any marketing materials and/or marketing displays. Any marketing materials/marketing displays shall not constitute an agreement or commitment on the part of the Seller to deliver the common areas to the owner's association, if any, in exact accordance with any marketing materials or marketing displays.

c. **Builder's Limited Warranty.** Seller has entered into a written contract for the construction of improvements constituting the Unit and other units in the subdivision (the "Project") with Seven Generations Construction, LLC ("SG"). SG has provided a limited warranty for its work on the Project, which is attached hereto as **Exhibit D** ("Limited Warranty"). The Limited Warranty contains an arbitration clause requiring disputes arising from the Limited Warranty to be arbitrated. At Closing, Seller shall assign its interests in the Limited Warranty to Buyer.

d. **Delays.** Notwithstanding anything contained herein to the contrary, it is understood and agreed by the parties hereto that Seller shall not be responsible or liable for reimbursing Buyer for any costs, expenses or damages suffered or incurred by Buyer as a result of any delay in construction of the Unit or common areas, and specifically Seller shall not be responsible for any costs or expenses incurred by Buyer in obtaining accommodations pending the completion of construction of the Unit, any costs associated with Buyer's financing or modification or cancellation thereof, or for any costs incurred in having to store or move Buyer's furniture or other belongings pending such completion.

**6. Plans and Specifications.** The Unit will be constructed in substantial accordance with the Residential Unit Plans. The parties acknowledge that modifications to the Residential Unit Plans may be necessary during permitting and construction. Modifications to the Residential Unit Plans that do not have a material adverse impact on the Unit may be approved by Seller in its sole discretion. It is expressly acknowledged that Seller may substitute such other construction materials from those contemplated in the Residential Unit Plans, provided that the quality of any substituted material(s) is substantially equal to or better than the material(s) originally indicated in the Residential Unit Plans.

**7. First Title Review Period.** The title company issuing the title insurance commitment and the title insurance policy shall be Wyoming Title and Escrow ("Title Company"). Within 10 business days of the Effective Date of this Contract, Seller agrees to deliver to Buyer, at Seller's expense, a commitment for an A.L.T.A. Standard Owner's title insurance policy issued by the Title Company ("Title Commitment"). Buyer shall have until 5:00pm MT on the date that is 10 business days from receipt of the Title Commitment to review said Title Commitment ("First Title Objection Deadline"). If Buyer has objections to Title Commitment ("Title Defects"), then Buyer shall notify Seller in writing on or before the expiration of the First Title Objection Deadline of Buyer's objections to all such Title Defects and Seller and Buyer shall have an additional 3 business days to reach written agreement as to how to resolve such Title Defects ("First Title Resolution Deadline"). If Buyer fails to provide written notice of its objections to Seller by the First Title Objection Deadline, Buyer shall be deemed to have approved of title to the Unit, including without limitation all Title Defects. Seller shall have the right, but not the obligation, to insure over any Title Defect and such insurance shall be deemed to satisfactorily cure such Title Defect. If Buyer and Seller fail to reach written agreement as to the Title Defects by the First Title Resolution Deadline, Buyer as its sole remedy, may by written notice given to Seller within 2 business days after the First Title Resolution Deadline, terminate this Contract. If no such notice of termination is timely provided, Buyer shall be deemed to have accepted all such Title Defects to which no written agreement was reached or to which no objection was made ("Permitted Exceptions"). In the event Buyer delivers timely written notice of termination, this Contract shall terminate, the Earnest Money shall be returned to Buyer, and neither Seller nor Buyer

thereafter shall have any further rights or obligations under this Contract unless expressly provided otherwise in this Contract.

**8. Declaration.** Seller shall provide a copy of the draft Declaration in substantially final form to Buyer at least 60 days prior to its recordation in the Teton County, Wyoming Clerk's Office. Buyer shall have 5 business days from receipt of the draft Declaration to review the same ("Declaration Review Deadline"). If the Declaration is unacceptable to Buyer, Buyer may terminate this Contract by providing written termination notice to Seller prior to the Declaration Review Deadline. Upon receipt of the termination notice, Seller shall instruct the Title Company to return the Earnest Money to Buyer and the parties shall have no further rights or obligations under this Contract. If the Buyer does not terminate this Contract prior to the Declaration Review Deadline, the Declaration will be deemed approved by the Buyer. Seller reserves the right to modify the Declaration prior to its recordation as Seller deems necessary in Seller's sole discretion. Copies of any modifications to the Declaration will be provided to Buyer. Buyer will be deemed to have approved of any modification to the Declaration so long as these modifications do not materially adversely affect Buyer's interest in the Unit.

**9. Second Title Review Period.** Within 5 business days of the Plat and Declaration being recorded in the Office of the Teton County, Wyoming Clerk, Seller shall deliver to Buyer an updated Title Commitment ("Updated Title Commitment"). Buyer shall then have until 5:00pm MT on the date that is 3 business days from receipt of the Updated Title Commitment to review said Updated Title Commitment ("Second Title Objection Deadline"). Buyer's objections to items in the Updated Title Commitment are limited to those items which did not appear in the Title Commitment. Notwithstanding the foregoing, Buyer hereby waives any objections to the Special Restrictions and Declaration so long as there have been no adverse material changes to the same from the Special Restrictions attached hereto or Declaration provided to Buyer, and Buyer waives objections to the recorded Plat so long as the recorded Plat does not contain any substantial differences (meaning a variation of more than 8 inches) from the Residential Unit Plans. If Buyer determines, in its sole discretion, that any item which did not appear in the Title Commitment but which appears in the Updated Title Commitment reflects or discloses any Title Defects, then Buyer shall notify Seller in writing on or before the expiration of the Second Title Objection Deadline of Buyer's objections to all such Title Defects and Seller and Buyer shall have an additional 2 business days to reach written agreement as to how to resolve such Title Defects ("Second Title Resolution Deadline"). If Buyer fails to provide written notice of its objections to Seller by the Second Title Objection Deadline, Buyer shall be deemed to have approved of title to the Unit, including without limitation all Title Defects. Seller shall have the right, but not the obligation, to insure over any Title Defect and such insurance shall be deemed to satisfactorily cure such Title Defect. If Buyer and Seller fail to reach written agreement as to the Title Defects by the Second Title Resolution Deadline, Buyer as its sole remedy, may by written notice given to Seller within 2 business days after the Second Title Resolution Deadline, terminate this Contract. If no such notice of termination is timely provided, Buyer shall be deemed to have accepted all such Title Defects to which no written agreement was reached or to which no objection was made ("Additional Permitted Exceptions"). The Permitted Exceptions in the Title Commitment and Additional Permitted Exceptions in the Updated Title Commitment shall collectively be referred to as "Final Permitted Exceptions". In the event Buyer delivers the written notice of termination within the time provided by this Section, this Contract shall terminate, the Earnest Money shall be returned to Buyer, and neither Seller nor Buyer thereafter shall have any further rights or obligations under this Contract unless expressly provided otherwise in this Contract.

**10. Inspection Period.**

a. Buyer shall have until 5:00pm MT on the date that is 7 business days from issuance of a final certificate of occupancy for the Unit to inspect the Unit to confirm that construction has been completed in substantial accordance with the Residential Unit Plans ("Inspection Period"). Buyer hereby agrees to indemnify and hold Seller and its Seller's members, employees, agents, contractors, sub-contractors, successors and assigns harmless against all claims for bodily injury, property damage and/or mechanics' liens arising out of any actions of Buyer or Buyer's agents, employees or contractors in connection with such inspection or tests; provided, however, any such indemnity and defense will not include any claims or damages relating to the gross negligence or willful misconduct of Seller. The indemnity obligation shall survive the Closing or termination of this Contract.

b. Within the Inspection Period, Buyer shall notify Seller in writing of any items which, in Buyer's reasonable discretion, are not in substantial accordance with the Residential Unit Plans and which materially adversely affect Buyer's interest in the Unit ("Inspection Objections"). If Buyer fails to provide Inspection Objections within the Inspection Period, Buyer shall be deemed to have accepted the condition of the Unit and the Earnest Money shall be deemed non-refundable to Buyer except as otherwise expressly provided in this Contract. If Buyer timely delivers Inspection Objections to Seller, Seller shall have 5 business days in which to provide Buyer with its proposed cures to such Inspection Objections which must be performed by Seller no later than 30 calendar days post-Closing. The cures to Inspection Objections may take the form of a punch list of items ("Inspection Objection Cure Deadline"). Seller shall have the right to access the Property post-Closing to finalize any work contained in the Seller cure list.

**11. Water & Mineral Rights.** The surface estate may be owned separately from the mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights. Third parties or the Seller may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which may give them rights to enter and use the surface of the property upon which the Unit is located. Such matters may be excluded from the title insurance policy. Seller shall convey to the homeowners' association for the Westview Condominiums all mineral rights to the property upon which the Unit is located which Seller has. Buyer is advised to timely consult legal counsel with respect to such matters. As a matter of due diligence, it is recommended that Buyer, with the help of legal counsel, obtain and review information for mineral rights and/or water rights which may or may not be appurtenant to the Unit. Any air rights appurtenant to the Unit shall be transferred to Buyer at Closing. No water rights are being transferred with the Unit.

**12. Conditions to Closing.** Buyer's obligation to purchase the Unit is subject to the satisfaction, at or prior to Closing, of the following conditions ("Closing Conditions"):

a. The Housing Department shall have verified that the Buyer is a "Local Business" and qualified to own the Unit by providing to Buyer, with a copy to Seller, a "Qualification Letter" or similar written verification from the Housing Department confirming Buyer is a "Local Business" and satisfies the requirements for owning the Unit.

b. Recordation of the Plat and Declaration in the Office of the Teton County, Wyoming Clerk.

**13. Closing; Possession.** The purchase and sale of the Unit shall be consummated at a closing ("Closing") to be held at the offices of the Title Company in Jackson, Wyoming. The Closing shall take place within 20 business days following the last to occur of (i) the receipt of a Certificate of Occupancy for the Unit issued by the Town of Jackson, Wyoming; (ii) the recordation of the Plat and Declaration in the Office of the Teton County, Wyoming Clerk, and (iii) written verification from the Housing Department

that Buyer is a "Local Business" and able purchase the Unit (the date upon which Closing occurs is referred to herein as the "Closing Date"). It is anticipated that construction of the Unit will be substantially completed (meaning Seller has obtained a certificate of occupancy for the Unit) by March 31, 2021 ("Estimated Completion Date"). If Seller has not obtained a certificate of occupancy for the Unit within 90 days after the Estimated Completion Date (such date to be extended day for day, for any delays caused by Buyer or Buyer's agent), then as Buyer's sole remedy, Buyer may terminate this Contract by giving written notice of termination to Seller and Seller shall, upon receipt of this notice of termination, instruct the Title Company to return the Earnest Money to Buyer and the parties shall have no other rights or obligations hereunder.

At Closing, the Earnest Money shall be transferred to Seller (and applied as a credit to the Purchase Price) and Buyer shall pay the Seller the unpaid balance of the Purchase Price, and Seller shall deliver 'good and marketable title' meaning such title that is insurable by a Wyoming licensed titled insurance company under a A.L.T.A. Standard Owner's title insurance policy, which may be subject to the following: (1) Final Permitted Exceptions; (2) pro-rated taxes and assessments for the year of Closing; and (3) a general Warranty Deed. Seller shall then, upon consummation of Closing, deliver possession of the Unit to Buyer. Closing shall also refer to both the recordation of the Warranty Deed and disbursing of funds.

**14. Closing Costs.** The closing fee charged by the Title Company as closing agent shall be split by the parties. Seller shall pay for the following: cost of the premium for an A.L.T.A. Standard Owner's policy of title insurance insuring fee simple title to the Unit in the amount of the Purchase Price, recording fees for any mortgage releases, and the Warranty Deed preparation fee. The Buyer shall pay the following: all loan costs, appraisal and inspections, all prepaid tax, insurance and/or mortgage insurance, recording fees for the Warranty Deed and any mortgage Buyer may obtain, fees for any lender's title insurance policy, extended owner's coverage, endorsements, the costs associated with removing any of the standard title exceptions requested by Buyer and any premiums or fees for extended lien and survey coverage, and any costs or expenses incurred in qualifying Buyer to purchase the Unit with the Housing Department. The parties agree that they shall pay all legal costs which they have incurred on their own behalf in the preparation of this Contract and any other documents pertaining to this transaction and that such legal costs shall not be part of the closing costs unless allocated to each respective party's proceeds or obligations for their own legal costs.

**15. Taxes Fees and Utilities.** All taxes, homeowner's association assessments and utility and sanitation charges, if any, for the year of Closing shall be prorated as of the Closing Date based upon the most recent assessment and mil rate available. If actual taxes for the year of Closing are not available at Closing, proration of taxes shall be made based on the previous year's tax assessment or on a good faith estimate acceptable to the Title Company. In the event that any adjustments are to be made pursuant to this Section after the Closing, then the party who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within 10 business days from receipt of the invoice. The obligations of this provision shall survive Closing.

**16. Risk of Loss.** Risk of loss shall remain with the Seller until delivery of the Warranty Deed and possession in accordance with the terms and conditions of this Contract. In the event that, after the Effective Date but prior to the Closing Date, eminent domain or condemnation proceedings are commenced regarding any portion of the Unit or the property upon which it is located, which results in a material (greater than 30%) diminution of the value of the Unit, Seller shall have no obligation to restore, repair or replace any portion of the Unit or any such damage or destruction, and Buyer shall have the right

to terminate this Contract, the Earnest Money shall be returned to Buyer, and neither party shall have any further rights or obligations under this Contract unless expressly stated otherwise in this Contract.

**17. Buyer Warranties.** Buyer covenants, represents, and warrants to Seller the following:

- a) That it has reviewed the Special Restrictions and the Rules and Regulations;
- b) That, to the best of its knowledge, it is, or will be prior to Closing, a “Local Business” as set forth in the Special Restrictions and Rules and Regulations and permitted to own the Unit;
- c) Buyer will work in good faith with the Housing Department to provide all of the documentation required by the Housing Department to verify Buyer’s “Local Business” status and ability to own the Unit, and that all information provided by Buyer to the Housing Department will be true and correct;
- d) Buyer has been advised by Seller to consult with Buyer’s legal counsel and other advisors to investigate all matters pertaining to the Unit before executing this Contract and purchasing the Unit; and
- e) Except as explicitly set forth herein, Buyer has not relied on the representations of Seller, nor any representatives or affiliate of Seller, in deciding to purchase the Unit.

Buyer agrees to indemnify, defend, protect and hold Seller, its members, managers, officers and agents harmless from and against any actions, threats, claims, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or in connection with any breach by Buyer of any covenant, representation, or warranty by Buyer in this Section. The covenants, representations, and warranties contained in this section shall survive Closing and the delivery and recordation of the warranty deed to Buyer for a period of 1 year.

**18. Default.**

a. In the event of a breach or default by Seller under this Contract (except as a result of a default by Buyer), Buyer’s sole remedy shall be to terminate this Contract by giving written notice thereof to Seller and the Title Company shall deliver the Earnest Money to Buyer.

b. In the event all conditions of this Contract are satisfied, and performance of this Contract is tendered by Seller and the sale is not consummated through default by Buyer by the Closing Date, then Seller shall be released from all obligations to sell the Unit to Buyer and Seller shall have the right to terminate this Contract by giving written notice thereof to Buyer, whereupon the Title Company shall deliver the Earnest Money to Seller within 3 business days of Buyer’s receipt of said termination notice, free of any claims by Buyer, as liquidated damages and not as a penalty, and neither party hereto shall have any further rights or obligations under this Contract except as specifically provided otherwise herein. The Earnest Money is a good faith estimate of actual damages that Seller would suffer and shall be liquidated damages for default of Buyer because of the difficulty, inconvenience, and uncertainty of ascertaining Seller’s actual damages for Buyer’s failure to close this transaction.

**19. Attorneys' Fees.** In the event that any party shall become in default or breach of any of the terms or provisions of this Contract, such defaulting or breaching party shall, in the event litigation is instituted, be liable for all reasonable attorneys' fees, expert witness fees and other fees, costs and expenses which the non-breaching or non-defaulting party incurs in the enforcement of this Contract. This remedy shall be in addition to and shall not limit any other remedies available to the parties under this Contract or the laws of the State of Wyoming.

**20. Notices.** All notices and other communications given or made under this Contract shall be in writing and shall be deemed effective when given: (a) upon personal delivery to the person being notified; (b) when sent by confirmed electronic mail if sent before 5:00 pm MST on a regular business day; if not on the next business day; (c) five days after being sent by registered or certified mail return receipt requested, postage pre-paid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Irrespective of the form of notice selected, notice shall also be given via email. All communications shall be sent to the respective parties at the addresses set forth below:

**To Buyer**

**To Seller**

**Westview Partners, LLC**

P.O. Box 174  
Northgarden, VA 22959  
email: hunter@redrootsco.com

**With a copy to:**

Stefan Fodor  
Fodor Law Office  
P.O. Box 551  
Jackson, WY 83001  
Stefan@fodorlaw.com

**21. Real Estate Broker and Commissions.** Seller is using Matt Faupel, Jackson Hole Real Estate Associates as real estate broker or agent with respect to the sale of the Unit. Buyer is using \_\_\_\_\_ as real estate broker or agent with respect to the purchase of the Unit.

**22. Modification.** Any modifications, amendments, or changes to any of the provisions of this Contract shall be effective only if in writing and executed by all parties.

**23. Waiver.** The failure of Seller to insist upon strict performance of any of the provisions of this Contract shall not be construed as a waiver of any subsequent defaults of the same or different nature.

**24. Necessary Documents.** Post-Closing, the parties agree to execute all documents reasonably requested by the other party and necessary to effectuate the purposes and intent of this Contract.

**25. Binding Effect.** This Contract shall inure and be binding upon Buyer and Seller and their respective assigns, legal representatives, and successors in interest. Seller may assign this Contract and any rights or obligations hereunder without the prior written consent of Buyer. Buyer may not assign this Contract.

**26. Controlling Law.** This Contract shall be interpreted and enforced under the laws of the State of Wyoming. Venue for any lawsuit brought under this Contract shall lie exclusively in the 9<sup>th</sup> Judicial District, Teton County, Wyoming. The descriptive headings of the Sections contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**27. Entire Contract.** Unless otherwise provided, this Contract contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous contracts and understandings of the parties in connection therewith. Unless set forth in this Contract, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

**28. Counterparts and Facsimiles.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be binding upon the parties.

**29. Dates and Days.** If, pursuant to this Contract, any date indicated herein falls on an official United States holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date.

**30. Time of Essence.** Seller and Buyer acknowledge that time is of the essence in this Contract.

**31. As Is.** All previous written, oral, implied, or other statements, representations, warranties or contracts, if any, are superseded by this Contract. Buyer acknowledges that Buyer will have the opportunity to inspect the Unit or have it inspected by a qualified third party prior to Closing and is relying solely on such inspection (or right to inspect) to verify the condition of the Unit prior to Closing. Subject to post-closing correction of any minor punch list items as described in Section 9 herein, the Unit shall be sold to and accepted by Buyer at Closing in its then present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT WARRANTY WHATSOEVER, EXPRESS OR IMPLIED BY SELLER OR ITS AGENTS" except for: (i) those warranties of title contained in the Warranty Deed delivered to Buyer at Closing; and (ii) the Limited Warranty provided by Seven Generations Construction, LLC as provided above in Section 5(c).

**32. Legal Document.** This is a binding legal document, and all parties are encouraged to have this reviewed by their respective legal advisors to ensure that they understand all the provisions and implications of this Contract. This Contract shall be read and interpreted according to its plain meaning and ambiguities shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Contract.

**33. 1031 Exchange.** If Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Unit, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs, including the non-exchanging party's reasonable attorneys' fees, associated with such exchange, and provided further, that the non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange and the Closing shall not be extended without the prior written approval of all parties. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**34. Backup Contracts.** Seller, at Seller's option, may continue to offer the Unit for sale, subject to the requirements contained in this section. Seller must notify any other prospective buyer that this Contract has been previously signed and it is in full force and effect. Any other contract accepted by Seller must contain a provision that the other contract is subject to and junior in right to this Contract.

**35. Merger.** All representations, covenants, agreements and disclaimers contained herein, to the extent not fully merged into any instrument delivered at Closing, shall be deemed merged into any instrument delivered at Closing and shall remain fully enforceable thereafter.

**36. Severability.** If any provision hereof is deemed invalid and unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Contract.

**37. Response and Effectiveness.** Submission of this instrument for examination or signature by Buyer does not constitute an offer or option and is not effective as a purchase and sale agreement or otherwise until execution and delivery by both Seller and Buyer. Buyer shall have 5 business days after delivery of this Contract to execute and return the Contract to Seller. If Buyer does not execute and return this Contract within the required time, the Buyer's opportunity to make an offer on the Unit shall automatically terminate, and Buyer's interests, if any, in the Unit shall be terminated. If Seller receives an executed copy of this Contract from the Buyer within the time frame set forth in this Section, Seller shall have an additional 3 business days after receipt of the Contract to execute such document and deliver the fully executed Contract to the Buyer.

**IN WITNESS WHEREOF,** the parties have executed this Contract on the dates set forth below.

**BUYER**

**SELLER**

**Westview Partners, LLC**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Hunter McCardle

Its: Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**[Special Restrictions]**

**Exhibit B**  
**[Residential Unit Plans]**

**Exhibit C**  
**[List of Appliances in the Residential Unit]**

**Exhibit D**  
**[SG Limited Builder's Warranty]**