

ALLOY TOWNHOMES PURCHASE AND SALE AGREEMENT

DATE: 05/29/2021 (the "Effective Date")

PURCHASER(S) NAME: Ryan Patrick Hudgin, Ryan Hudgin

CURRENT ADDRESS: 1508 Poolside Lane #410

CITY: Charlotte **STATE:** North Carolina **ZIP:** 28208

E-MAIL ADDRESS: ryan.hudgin1@gmail.com

TELEPHONE: (BUSINESS): 7742766161 **(HOME):**

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of the Effective Date, is made by and between Alloy Townhomes, LLC, a North Carolina limited liability company ("Seller"), and Purchaser or Purchasers described above (referred to herein, collectively, as the "Purchaser"). In consideration of the mutual covenants herein contained, Seller and Purchaser hereby agree as follows:

1. Sale of Townhome. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, that certain tract or parcel of land labeled Lot 13 (the "Lot") on the site plan attached hereto as Exhibit A (the "Site Plan"), such Lot being generally located at 823 E. 36th Street in the City of Charlotte, North Carolina, together with those certain improvements located on or to be constructed on the Lot by Seller pursuant to the terms of Section 2 of this Agreement (collectively, the "Townhome").

2. Construction of Townhome.

(a) Seller agrees that it will construct or complete (or cause to be constructed or completed) the Townhome substantially in accordance with final plans and specifications (the "Plans") to be prepared by Seller based upon the preliminary floor plans attached hereto as Exhibit B (the "Preliminary Floor Plans"), the upgrades selected by Purchaser in the upgrades and selections sheet attached hereto as Exhibit C (the "Selections Sheet"), and the preliminary feature sheet attached hereto as Exhibit D (the "Preliminary Feature Sheet"), and collectively with the Preliminary Floor Plans and the Selection Sheet, the "Preliminary Plans"). Purchaser acknowledges that the Preliminary Plans are not the final working drawings for the Townhome, and that the Plans may vary from the Preliminary Plans in minor respects. The Selections Sheet contains several upgrade options, which Purchaser may select by initialing the line next to each desired upgrade option. Purchaser may, by executing and delivering to Seller a revised Selections Sheet and depositing any additional Earnest Money noted therein, make revisions to the Selections Sheet within seven (7) days following the Effective Date. (b) Purchaser also acknowledges that in the course of construction of the Townhome, certain minor changes, deviations, or omissions may be necessitated by governmental authorities having jurisdiction over the Townhome, lenders, job conditions, design changes by the contractor or architect, or availability of materials. Seller reserves the right to change the precise dimensions of the Townhome if necessary for construction purposes so long as the size of the Townhome is substantially equal or superior to that shown on the Preliminary Floor Plans. Seller furthermore reserves the right to make substitutions of materials or products in the construction of the Townhome, provided such substitutions are substantially equal or superior to those shown in the Preliminary Plans. All such changes, deviations and omissions are hereby authorized by Purchaser, provided the changes do not materially affect the size or the value of the Townhome.

3. Purchase Price.

- (a) Computation. The Purchase Price of the Townhome, including all upgrade options selected by Purchaser, is stated on the Selections Sheet and is referred to herein as the “Purchase Price”.
- (b) Payment Terms. The Purchase Price shall be payable as follows:
- (i) The amount of earnest money, including earnest money applicable to the upgrade options selected by Purchaser, is stated on the Selections Sheet and is referred to herein as the “Earnest Money.” The Earnest Money shall be paid upon the signing of this Agreement. The Earnest Money shall be paid to Jeffrey Grant Koenig Attorney at Law P.C., as Escrow Agent (the “Escrow Agent”), for deposit in a non-interest bearing account selected by Escrow Agent. Upon satisfaction of the conditions to Closing contained in Section 18 hereof, the Earnest Money shall become non-refundable to Purchaser (except as otherwise expressly provided in Section 19.2 (Casualty to Townhome), 19.3 (Construction Loan) and 20(a) (Seller default) hereof) and Escrow Agent shall promptly release the Earnest Money to Seller. Upon receipt, Seller may apply the Earnest Money towards the fees and expenses of constructing the Townhome, in Seller’s sole discretion. At Closing the Earnest Money will be credited to the amount of the Purchase Price due at Closing.
- (ii) The balance of the Purchase Price plus all closing costs and any adjustments, all as provided in this Agreement, shall be paid at Closing by wire transfer of immediately available U.S. funds or certified check or cashier’s check drawn on a federally insured banking institution located in Charlotte, North Carolina.

4. Closing.

- (a) The closing of the Townhome shall be held within fourteen (14) days after the date on which Seller sends notice to Purchaser that construction of the Townhome is substantially completed (the “Closing” or “Closing Date”). Seller shall provide Purchaser with thirty (30) days notice of the projected Closing Date. For purposes of this Agreement, the Townhome shall be deemed “substantially completed” at such time as the applicable regulatory body has issued a final certificate of occupancy for the Townhome. The fact that the Townhome may require repairs, touch-ups or adjustments as identified on a punch list, or that the common elements have not been completed, shall not constitute a valid reason for Purchaser’s failure to consummate the Closing. Closing shall be held in Charlotte, North Carolina at the offices of the Escrow Agent.
- (b) Prior to the Closing Date, Purchaser shall, at its expense, make arrangements with the appropriate utility companies to have the accounts for electricity services to the Townhome transferred into its name. If Purchaser fails to do so, then Purchaser shall pay to Seller on demand any utility charges for the Townhome pertaining to periods after the Closing Date, together with an administrative fee of \$100.00, and the obligations of Purchaser pursuant to this Section 4(b) shall survive Closing.
- (c) If Purchaser is unable or unwilling to close on the scheduled Closing Date provided for in Section 4(a) above, Purchaser shall be in default under this Agreement and Seller shall have the option of either (i) exercising all its rights contained in Section 20 hereof for a Purchaser default or (ii) postponing the Closing, in which event Purchaser agrees to pay a late charge of \$100.00 per day from the Closing Date specified in

Section 4(a) hereof until the date which Closing actually occurs. The parties agree that such late charge constitutes a good faith estimate of the damages that will be incurred by Seller as a result of the delay.

(d) Seller does not represent or warrant to Purchaser that the Townhome will be completed by any particular date. As construction of the Townhome progresses, Seller may elect to update Purchaser periodically as to the estimated completion date for the Townhome, but such informal updates shall not be binding upon Seller, and the Closing Date shall be established only in the manner provided in Section 4(a) hereof. Notwithstanding the foregoing, this Agreement will automatically terminate on the thirty (30) month anniversary of the Effective Date if the Closing has not occurred by that date and Purchaser is not in default hereunder, unless the parties agree to extend the time for Closing in a written document executed by both parties.

5. Closing Costs.

(a) Seller shall pay, on the Closing Date, the cost of the preparation of the Deed (hereinafter defined), lien affidavit and Internal Revenue Service Form 1099.

(b) Purchaser shall pay, on the Closing Date, the following fees or expenses:

- (i) the cost of any title policy it obtains for the Townhome, including, without limitation, the cost of Escrow Agent's title search of the Townhome, and the premium for the owner's policy (if any);
- (ii) all recording costs the cost of revenue stamps or excise tax on the Deed;
- (iii) the cost of any inspections and/or surveys;
- (iv) Escrow Agent's attorney fees for Closing; and
- (v) prorated monthly assessments for the month of closing, and two (2) months of assessments to be used for capital reserves, to the Association.

6. Prorations.

(a) Ad Valorem Taxes.

(i) Purchaser acknowledges that, as of the year in which Closing takes place, the Townhome may not have been a separately described and assessed parcel of real estate and that, in such event, ad valorem taxes for the Townhome for the year in which Closing takes place will be assessed under a tax bill in the name of Seller which covers additional property. Should the Townhome not be a separately described and assessed parcel of real estate, Purchaser agrees to pay Seller at Closing that portion of the tax for the year in which Closing takes place (based on the prior year if the tax bill for the year in which Closing takes place is not yet available) which shall be determined by equitably pro-rating such tax bill as of the date of Closing. Seller agrees to pay the entire tax bill before it becomes delinquent and, upon written request from Purchaser or any first mortgagee of the Townhome, to provide Purchaser or such mortgagee proof of payment. If the amount allocated to the parties is based upon an estimate and the actual bill varies from the estimate in an amount greater than One Hundred and 00/100 (\$100.00)

Dollars, the party who paid too great an amount shall have the right to adjust the prorated amount and within ten (10) days of receipt of notice the party who paid too little an amount shall pay any increased amount based on the actual tax bill to the other party.

(ii) If, in the year in which Closing takes place, the Townhome is a separately described and assessed parcel of real estate, then Seller agrees to pay Purchaser its pro rata share of the ad valorem taxes applicable to the Townhome as of the date of Closing and Purchaser shall pay the ad valorem taxes on the Townhome for the year of Closing prior to delinquency. If the amount allocated to Purchaser is based upon an estimate in an amount greater than One Hundred and No/100 (\$100.00) Dollars and the actual bill varies from the estimate, the party who paid too great an amount shall have the right to adjust the prorated amount and within ten (10) days of receipt of notice, the party who paid too little shall pay any increased amount based on the actual tax bill to the other party.

(b) Common Expense Assessments. Purchaser shall pay its pro rata share of the common expense assessment levied against the Townhome, as provided in the Declaration (as hereinafter defined), for the month in which the Closing shall take place, which common expense assessment shall be adjusted at the Closing according to the number of days remaining in the calendar month. Following Closing, all common expense assessments shall be payable to Alloy Townhome Owners Association, Inc. (the "Association"), a non-profit corporation existing under the laws of the State of North Carolina, by Purchaser in equal monthly installments, commencing on the first day of the calendar month immediately following the date of Closing, or as otherwise provided by the Board of Directors of the Association, in accordance with the terms of the Declaration. At Closing, Purchaser shall be required to pay to the Association as a contribution to the reserve funds (as described in the Declaration), an amount equal to two (2) months of assessments. Purchaser acknowledges that its contribution to the reserve funds shall not be considered as advance payments of regular assessments, but shall be in addition thereto, as provided in the Declaration.

7. Delivery of Title. At Closing, Seller shall convey to Purchaser by general warranty deed, marketable fee simple title to the Townhome, subject to the following exceptions:

- (a) The terms, provisions, conditions, covenants, easements, restrictions and reservations set forth in the Declaration and any applicable rules and regulations promulgated thereunder and in effect at the time;
- (b) All easements, agreements, covenants, restrictions, and documents of record;
- (c) All applicable zoning ordinances and all other restrictions by governmental authorities; and
- (d) All taxes and assessments not yet due and payable.

Possession of the Townhome shall be delivered by Seller at Closing and Purchaser shall not occupy the Townhome or store any personal property therein or perform or have performed any work thereon until the Closing is completed, unless otherwise agreed to by Seller in writing. The acceptance of the Deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to perform pursuant to the provisions of this Agreement, except those which are specifically designated in this Agreement to survive Closing or which survive Closing by operation of law.

8. Seller's Obligations at Closing. At the Closing, Seller shall deliver to Purchaser the each of the following documents:

- (a) Deed. General Warranty Deed (the "Deed") executed by Seller conveying the Townhome subject to the matters described herein.
- (b) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.
- (c) Owner's Affidavit. An executed affidavit or other document acceptable to the title company in issuing the owner's policy.
- (d) Closing Statement. A closing statement setting forth the allocation of Closing costs, Purchase Price, etc.

9. Purchaser's Obligations at the Closing. At the Closing, Purchaser shall perform the following obligations:

- (a) Purchase Price. Purchaser shall deliver to Seller the Purchase Price by wire transfer of immediately available U.S. funds, or certified check or cashier's check drawn on a federally insured banking institution located in Charlotte, North Carolina; and
- (b) Purchaser shall deliver to Seller such other documents as may be reasonable and necessary in the opinion of Seller or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

10. Declaration. Purchaser acknowledges that the Townhome is a part of a planned community and will be conveyed subject to and Purchaser will be bound by the contents, terms, conditions, stipulations, restrictions and provisions of the following documents: (i) that certain Declaration of Easements, Covenants, Conditions and Restrictions for Alloy Townhomes recorded or to be recorded in Mecklenburg County, North Carolina (the "Declaration"); (ii) bylaws of the Association; (iii) articles of incorporation for the Association; and (iv) rules of the Association (documents (i) through (iv) above are collectively referred to herein as the "Planned Community Documents"). The nature and extent of rights and obligations of Purchaser in acquiring or owning the Property will be controlled by and subject to the Planned Community Documents; Seller, however, reserves the right to make such modifications, additions or deletions in or to said Planned Community Documents as may be required by any lenders, public authorities, legislation or judicial determination, or such as Seller may deem advisable and in the interest of the planned community at large. By execution of this Agreement, Purchaser acknowledges Purchaser's approval of the form and content of the Planned Community Documents and agrees to be bound by the terms and provisions thereof together with such amendments and/or modifications as are authorized herein.

11. Residential Use Acknowledgment. Purchaser and Seller acknowledge that use of the Townhome will be restricted to residential use.

12. Inspection.

- (a) After completion of construction of the Townhome and prior to Closing, Purchaser shall inspect the

Townhome with a representative(s) of Seller and complete a punch list, noting any work to be completed or corrected in order for the Townhome to conform to the Plans. Purchaser acknowledges that only Purchaser, Purchaser’s licensed home inspector and representatives of Seller, and not any other party may be present at such inspection, unless Seller, in its sole discretion, expressly provides otherwise. If Seller has not completed or caused to be completed the punch list items prior to Closing, such failure shall not entitle Purchaser to delay Closing or to hold back any portion of the Purchase Price, and Purchaser shall provide Seller (or Seller’s designee) with access to the Townhome following Closing for the purpose of making such repairs.

(b) Purchaser acknowledges that neither the federal Occupational Safety and Health Act nor Seller’s insurance will allow Purchaser to make unaccompanied visits to the construction area. Purchaser agrees that it will not visit the construction area except for the scheduled visits with a representative of Seller provided for in Section 12(a) above. Purchaser agrees to hold Seller harmless from and against any liability for personal injury or property damage resulting from visits to the construction area by Purchaser or its invitees, and releases Seller from any liability resulting from an injury to Purchaser or its invitees while visiting the construction area.

13. Brokers. The parties acknowledge that Broker is the listing agent for the Townhome and, as such, represents Seller. If there is another real estate broker entitled to participate in the sales commission payable to Broker by Seller, the name of such cooperating broker is listed on Page 1 of this Agreement. Purchaser represents that no broker other than the Broker and the Cooperating Broker (if any) is entitled to participate in the sales commission to be paid by Seller as the result of any agreement or action by Purchaser. If this representation by Purchaser is incorrect, Purchaser shall pay any additional sales commission due to such additional broker and shall indemnify and hold Seller and Broker harmless from any claims by such other broker for any other compensation arising out of this transaction.

14. Warranties.

(a) Purchaser shall be provided with a limited homebuyers warranty for the Townhome from Home Buyers Warranty Corporation(or similar), a copy of which is on file with the Seller and is available to Purchaser upon request. The warranty is limited in scope and amount and contains certain conditions and exclusions as more particularly described therein. Purchaser shall allow Seller, the warranty company, their contractors and their representatives prompt access to the Townhome for correction of warranty items.

(b) Seller shall furnish Purchaser with all manufacturer’s warranties (if any) relating to the appliances, personal property and equipment included within the Townhome, including all components of the heating and air conditioning system. Seller itself is not providing any warranties whatsoever, express, implied or otherwise, with regard to the appliances, personal property, equipment and heating and air conditioning system included within the Townhome, and Purchaser agrees to look solely to the applicable manufacturer with respect to any claims relating to those items.

THE WARRANTIES IN THIS SECTION 14 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE TOWNHOME AND SELLER. SELLER MAKES NO WARRANTY REGARDING APPLIANCES OR OTHER ITEMS OF TANGIBLE PERSONAL PROPERTY, WHETHER OR NOT WARRANTED BY THE MANUFACTURER. EXCEPT AS STATED HEREIN. SELLER MAKES NO WARRANTY OR REPESENTATION, EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, DESIGN, OR CONDITION OR QUALITY OF THE TOWNHOME, AND SELLER IS EXPRESSLY HELD HARMLESS FROM ANY OBLIGATIONS OF THE GENERAL CONTRACTOR IN CONNECTION WITH THE CONSTRUCTION OF THE TOWNHOME. PURCHASER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS REGARDING SUCH MATTERS HAVE BEEN MADE TO PURCHASER BY SELLER OR ITS AGENTS. PURCHASER (a) ACKNOWLEDGES AND ACCEPTS THE WARRANTY PROVISIONS SET FORTH ABOVE, (b) RELEASES SELLER FROM ANY LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO ANY PERSON, THE TOWNHOME, OR ANY OTHER PROPERTY RESULTING FROM A DEFECT, AND (c) WAIVES ALL OTHER CLAIMS RELATING TO THE MATTERS SET FORTH ABOVE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

15. Development Activities. Purchaser acknowledges that the planned community may be under development and sale for a period beyond the Closing, and, as a result, the quiet enjoyment of the Townhome may be disrupted to some extent by construction, marketing activities or the process of moving other persons into their townhomes. Seller will use reasonable efforts to moderate such interference. Purchaser agrees to make no claim against Seller, its employers, contractors or agents as a result of such activity and further acknowledges that if Purchaser or a member of Purchaser's family, or any invitee of Purchaser enters on any construction site within the planned community outside of the Townhome, then Purchaser agrees to hold Seller harmless from and against any liability for personal injury or property damage resulting from visits to the construction area by Purchaser or its invitees, and releases Seller from any liability resulting from an injury to Purchaser or its invitees while visiting the construction area.

16. Notices.

16.1. *Notice Procedure*.

Whatever notice is required or permitted under the terms of this Agreement, it shall be in writing and (a) personally delivered or (b) sent postage or delivery charges prepaid either (i) by United States mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery or (ii) if within the United States, by First Class United States mail, in which case notice shall be deemed to occur four (4) calendar days after date of postmark, or (iii) by any dependable express delivery service that provides evidence of delivery, in which case notice shall be deemed to occur on the date of delivery or rejection of delivery.

16.2. *Notice Addresses*.

Notices to Purchaser shall be addressed to the name and address of Purchaser stated on Page 1 of this Agreement. The Purchaser party receiving such notice shall be responsible for communicating any notice received to any co-Purchaser(s).

Notices to Seller shall be addressed to:

920 Pecan Avenue, Suite 100, Charlotte, NC 28205

The address of Purchaser or Seller may be changed by proper notice to the other party, but neither party shall be required to send notices to more than one address.

17. Performance Disruption. Notwithstanding anything to the contrary contained herein, Seller shall not be liable for delay in the performance of its obligations if such performance is prevented, hindered, delayed or affected by worker's or subcontractors' labor shortages or strikes, riots, acts of God (including but not limited to fire, windstorm, flood, tornados, earthquakes, lightning or other casualty), failure of Seller's suppliers of building materials to deliver requested building materials, or any other event or act outside of Seller's reasonable control.

18. Conditions to Seller's Obligations. Seller's obligations under this Agreement are expressly conditioned upon the satisfaction of the following conditions, on or before the date which is seven (7) months following the Effective Date:

- (a) Seller obtaining mortgage financing for development and construction on terms and conditions acceptable to Seller in its sole discretion.
- (b) Seller obtaining all necessary governmental permits and approvals, including but not limited to grading permits and building permits.
- (c) Seller acquiring the property upon which the Townhome is to be constructed (the parties hereby acknowledging that Seller has the property under contract but is not currently the owner).

If Seller, despite good faith efforts to do so, is unable to satisfy all of the foregoing conditions within seven (7) months following the Effective Date, then Seller may terminate this Agreement by delivery of written notice to Purchaser, and in that event Escrow Agent shall return to Purchaser the Earnest Money and the parties shall be released from all further obligations under this Agreement.

19. Miscellaneous.

19.1. *Backup Agreements*. Seller may accept backup purchase agreements for the Townhome on any terms it elects, but only subject to Purchaser's express rights under this Agreement.

19.2. *Casualty to Townhome*. Seller shall bear the risk of loss to the Townhome until the Closing. After Closing, Purchaser shall bear the risk of loss. If casualty prior to Closing damages the Townhome to such a degree that Seller determines that it is not feasible to proceed with construction, Seller may terminate this Agreement by written notice to Purchaser, in which event Seller shall promptly pay to Purchaser the Earnest Money. Thereafter, neither party shall have any further rights, duties or obligations under this Agreement.

19.3. *Construction Loan*. Seller may subject the Townhome to a mortgage (the "Construction Mortgage") securing the repayment of a construction loan (the "Construction Loan"). At or before the Closing of the purchase of the Townhome, Seller will obtain a release from the holder of the Construction Mortgage. Seller may assign this Agreement to its lender as collateral for the Construction Loan. Any such assignment shall provide that, in the event of a default by Seller under the Construction Loan, such lender may, but will not be obligated to, perform Seller's obligations under this Agreement. In the absence of such performance by such lender, Purchaser will be entitled to (a) the return of the Earnest Money, and (b) the cancellation of this

Agreement, as Purchaser's sole remedy. If lender (or its nominee) tenders performance, Purchaser will make all payments and take all actions as and when required of Purchaser under the terms of this Agreement, directly to such lender, except as set forth in this Section. By signing below, Purchaser consents to the assignment of this Agreement for the purpose described in this Section. In the event of a conflict between the provisions of this Section and any other provision of this Agreement, the terms of this Section govern the obligations of the parties.

19.4. *Time of the Essence.* Time is of the essence for the performance of this Agreement.

20. Default.

(a) In the event Seller fails to perform any of its obligations under this Agreement, then Purchaser shall send written notice thereof to Seller and Seller shall have a reasonable period of time to cure the failure. If Seller does not cure the failure within a reasonable period of time, then Purchaser shall have the right, as its sole remedy, to terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser and thereafter neither party shall have any further rights, duties or obligations under this Agreement. In the event of default by Seller, Purchaser's legal and equitable remedies shall be limited to those contained in this Section 20(a) and in no event shall Seller be liable for consequential or punitive damages of any kind.

(b) In the event Purchaser fails to perform any of its obligations under this Agreement, then Seller shall have the right to terminate this Agreement and retain the Earnest Money without any further action or release by Purchaser, and Seller shall have all other remedies available at law or in equity, including without limitation the remedy of specific performance and the right to bring a cause of action against Purchaser for damages.

21. Assignment. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by Purchaser without the written consent of Seller, which consent shall not be unreasonably withheld. Seller shall have the right to assign its interest in this Agreement at Seller's sole discretion upon notice to Purchaser.

22. Survival. If any provision contained in this Agreement which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

23. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

24. No Representations. This Agreement represents the entire agreement and understanding between the parties hereto, and there are no representations, inducements or other provisions other than those specifically expressed or referred to herein. No oral statements shall modify this Agreement. Seller is not liable for any statements made by any broker or Seller's agents or employees or any matters in promotional materials not expressly set forth in this Agreement.

25. Attorneys' Fees. In the event that any party (or any third-party beneficiary of this Agreement) hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be

entitled to its court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court of appropriate jurisdiction, including, but not limited to, attorneys' fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

26. Joint and Several. If Purchaser is composed of more than one person, the choices, designations and other decisions of one person comprising Purchaser shall bind all other persons comprising Purchaser, and all persons comprising Purchaser shall be jointly and severally liable for the obligations of Purchaser under this Agreement.

27. Miscellaneous. References to Purchaser or Seller and other references contained herein shall be deemed to include the plural, feminine and masculine. If any provision of this Agreement is held invalid or unenforceable, the remainder of it shall not be affected thereby, and to this end the provisions hereof are declared severable. This Agreement may be executed in counterparts, each of which, when so executed, may be considered an original. All Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Purchaser and Seller as of the date first written above.

Purchaser's Broker ("Cooperating Broker"):

Firm:
Contact Information:
Agent:
Phone:
Email:

PURCHASER:

DocuSigned by:
Ryan Patrick Hudgin 5/29/2021
57A51DA7ADF344E...

Purchaser

Purchaser

Seller's Broker ("Broker"):

Revolve Residential
Agent: Kaitlyn Cofty
NC License # 277211
Phone: 704.989.6114
Email: kaitlyn@revolveresidential.com

SELLER:

ALLOY TOWNHOMES, LLC,
a North Carolina limited liability company

By: *Timothy J. McCollum* 5/29/2021
D232A85AB5A1421...

Timothy McCollum, Manager

* Commissions paid to brokers on base price of home only.

EXHIBIT A

Site Plan

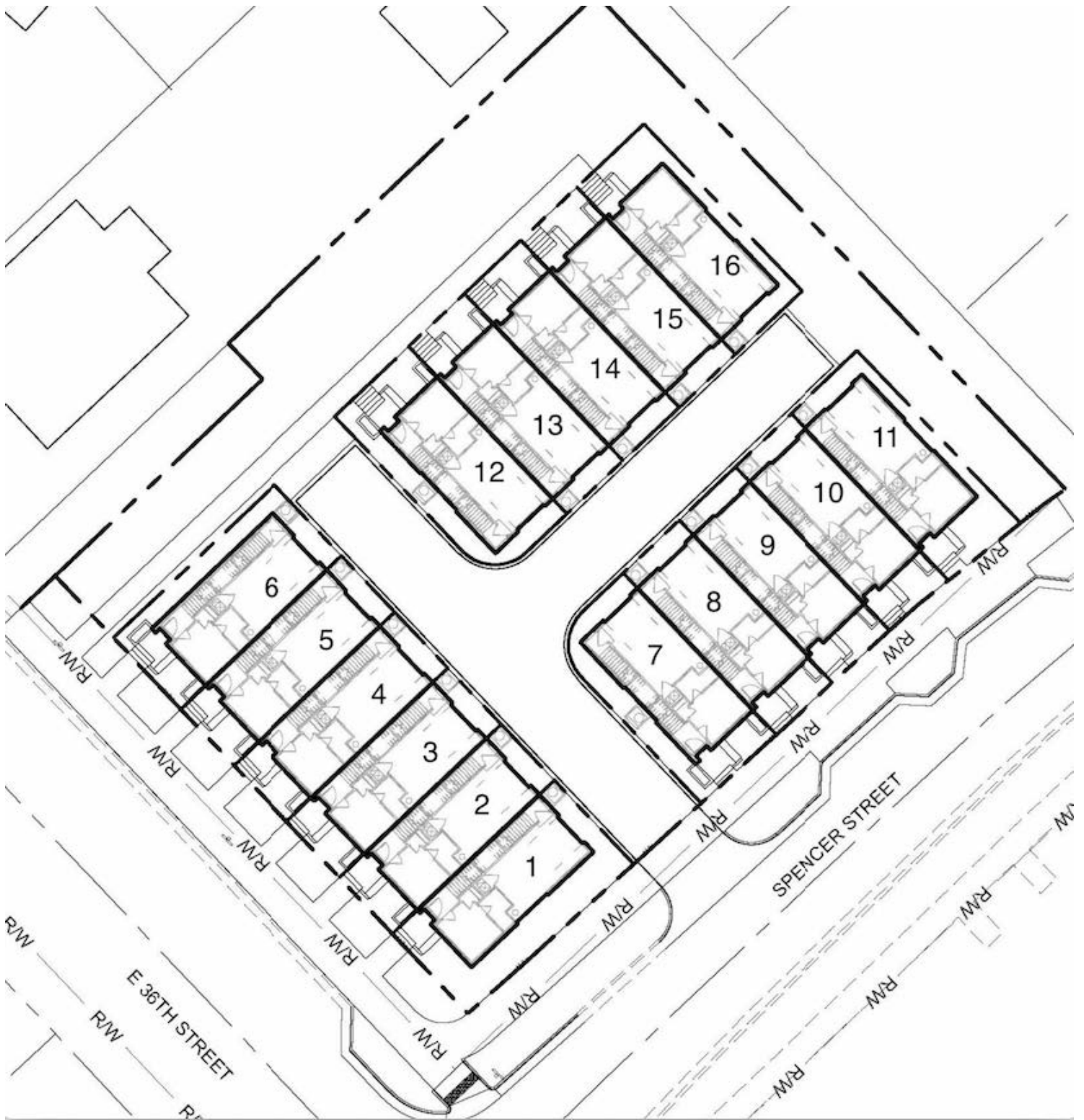


EXHIBIT B

Preliminary Floor Plan

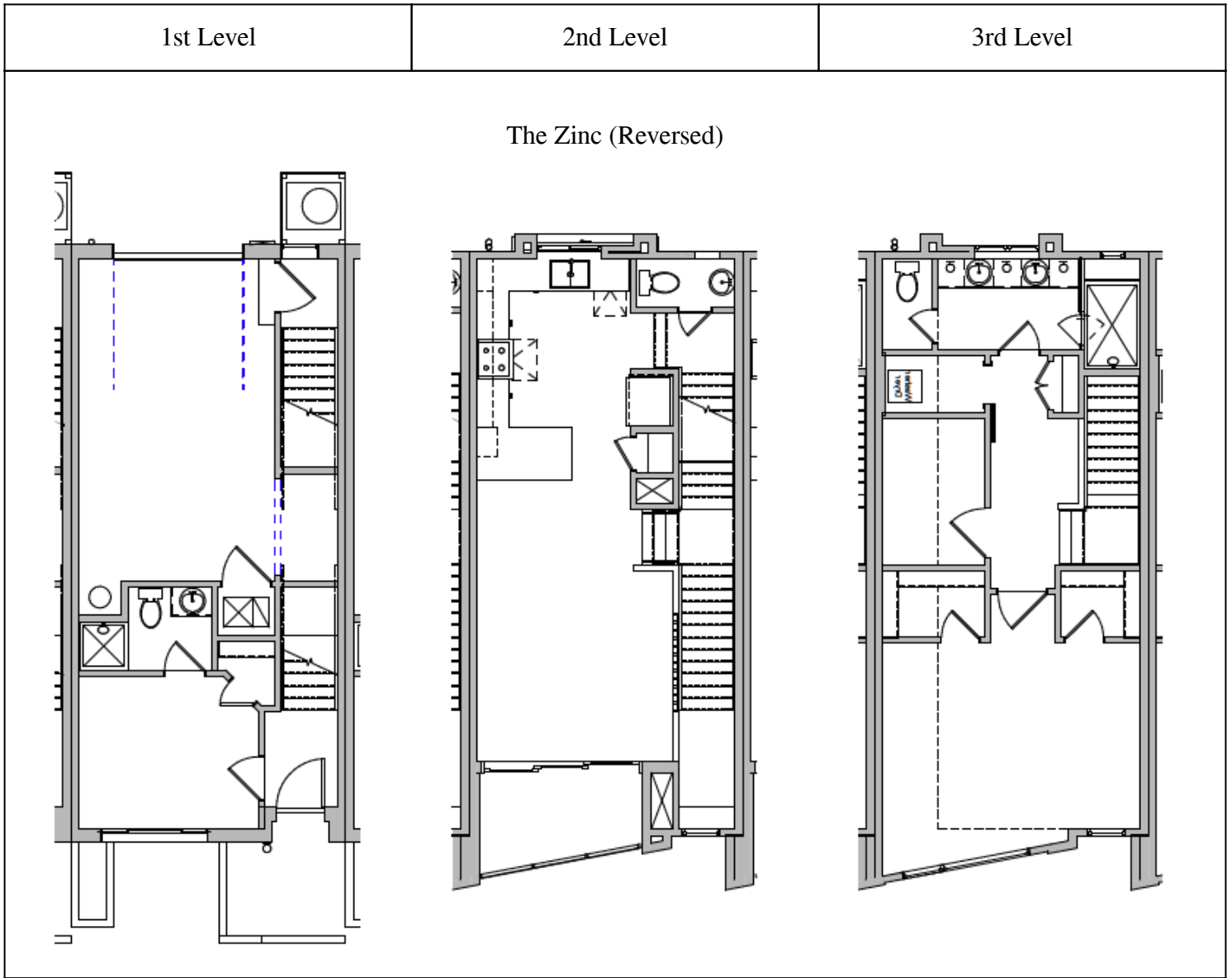


EXHIBIT CPricing, Upgrades and Selections

| | | | |
|--|---|--------------|-----------------------------|
| | Base Price: | \$459,900.00 | |
| | Upgrades | Price | Purchaser's Initials |
| | 60a EV Charging Outlet in Garage | \$750.00 | |
| | CAT 6 Wiring to Bedrooms, LR, and Office w OnQ Panel | N/A | |
| | Upgrade Owner's Bedroom, Closets and Study to Hardwood | N/A | |
| | Closet System (Wood Shelving in all Closets and Pantry) | N/A | |
| | Samsung 4.5 CU FT Steam Front Load Washer (SWF45T6000AWA5) & Dryer (SDVE45T6000WA3) | N/A | |
| | Café White Refrigerator (GCFE28TP4MW2) | N/A | |
| | Omer Bipark 26 H2100 with wall-mounted garage door opener | N/A | |
| | Upgrade All Carpet to Hardwoods | N/A | |
| | Total Upgrades | \$750.00 | |
| | Base Price + Upgrades = "Purchase Price" | \$460,650.00 | |
| | Required Deposit | \$18,396.00 | |
| | 20% Deposit on Upgrades | \$150.00 | |
| | Required Deposit + Upgrade Deposit = Total Deposit ("Earnest Money") | \$18,546.00 | |

EXHIBIT D

Finish Packages

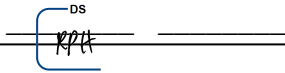

| Finish Packages (Select One) | | |
|-------------------------------------|---|---|
| | Finish Package A | Finish Package B |
| Cabinet | “Galaxy” Slab | “Denim Blue” Slab |
| Countertop | Super White | Super White |
| Kitchen Backsplash | Daltile Remedy Elixir stacked | Daltile Remedy Elixir stacked |
| Backsplash Grout | Mapei 47 Charcoal | Mapei 11 Sahara Beige |
| Tile Floor | Daltile Plaza Nova 12x24 Gray Fog | Daltile Plaza Nova 12 x 24 White Image |
| Master Shower Pan | Daltile / 1x3 Lattice Weave / Matte Desert Grey | Daltile / 1x3 Lattice Weave / Matte Arctic White |
| Bath Tile Grout | Mapei 47 Charcoal | Mapei 11 Sahara Beige |
| Wood Color | Botany Bay Acacia Lighthouse | Botany Bay Acacia Sails |
| Carpet | Mohawk Natural Designs "739 Requisite" | Mohawk Natural Designs 849 Artifact |
| Interior Paint (flat) | SW 7666 Fleur de Sel | SW 7022 Alpaca |
| Trim Color (semi-gloss) | SW 7666 Fleur de Sel | SW 7022 Alpaca |
| Accent + Interior Door | SW 7068 Grizzle Grey (semi-gloss) | SW 7026 Griffin (semi-gloss) |
| Selection: Package A | Purchaser's Initials  | Purchaser's Initials  |

EXHIBIT EPreliminary Feature Sheet**Design Features**

- Pells Impervia or Anderson 100 Series windows (or similar) black interior/exterior per plans
- Fiber Cement Board Siding with fiber cement fascia / frieze/soffit
- Flat lock or ACM metal siding per plan
- 1-car garage with modern v groove steel garage door with motorized opener
- Botany Bay Lighthouse 6.5" wire-brushed acacia hardwoods in Foyers, Kitchen, Hallways, and Living Room.
- Acacia is a natural material with high color variation.
- Stained wood treads #2 SYP stained to best match flooring selection. Risers painted.
- Smooth ceilings throughout
- REEB 8755 Interior Doors or similar
- 5.5" Metrie Very Square Scene 1 baseboards and 3.5" trim around doors
- Ventilated wire shelving in all closets
- Painted vertical wood 2x accent wall in LR

Kitchen

- Tailored Choice or similar with plywood box, dovetail drawers with soft close doors and drawers
- Under cabinet lighting
- Tiled backsplash from countertop to ceiling on wall above sink
- Quartz countertops
- Single bowl undermount SS sink and Vigo Commercial Style faucet or similar
- Pendant lights over dine-in island
- GE Café Matte White Dishwasher, 30" slide-in range, and vented microwave

Bathrooms

- Tailored Choice or similar wood cabinetry with soft close doors and drawers in master
- Rectangular under-mount sinks with Delta Modern Collection black faucets in bathrooms
- Ceramic tile on floor of primary and secondary bathrooms. Powder room on main level with HW
- Master shower floor-to-ceiling tile on 45 degree angle
 - Shower Pan: tiled per selection
- Space saving 13" vessel sink or similar in the powder room
- Elongated commodes

Bedrooms

- Carpet selection with 6# pad in bedrooms and third level study
- Vaulted ceilings per plans
- Barn style sliding door into laundry room

Plumbing, Electrical and HVAC

- 60 gallon Electric Water Heater
- Electric Furnace system located in garage closet appropriately sized for the home and conditions; one digital thermostat per level
- Ice maker connection
- Washer/dryer connections
- Ceiling fan mounts in bedrooms and living room (fans not included)
- RG6 in bedrooms, office, and LR. No phone lines.

EXHIBIT F

N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement

(attached hereto)