

23. SEVERABILITY:

- a. Whenever possible, each provision of this Agreement will be interpreted in a manner that would make it effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, that provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

24. LANGUAGE AND CONSTRUCTION:

- a. Capitalized defined terms include all parts of speech appropriate to those terms. Further, whenever applicable, the term "or" will be interpreted inclusively (as "and/or"). Further, unless a descriptive list of examples is expressly described as exclusive, the inclusion of any item does not imply exclusion of any item not listed.

25. SURVIVAL:

- a. Delivery of the deed to the Property to Buyer by Seller will be deemed to be full performance and discharge of all of Seller's obligations under this Agreement.

26. MODIFICATION, WAIVER OR AMENDMENT:

- a. No modification, amendment or waiver of any provisions of this Agreement will be effective unless approved in writing by both parties. A party's failure to enforce any provision of this Agreement may not be construed as a waiver of that provision.
- b. Nothing in this Agreement prevents a party that is entitled to terminate the Agreement from renegotiating its terms instead, so long as the terms of such renegotiation are memorialized in writing as an additional Amendment, and signed by both parties in the manner required by Section 27.

27. ELECTRONIC SIGNATURE:

- a. Seller will accept an electronic signature from a third party only if it is received from a reputable electronic signature system such as DocUSign, PDF, etc. with a valid electronic certificate. Seller **WILL NOT** accept scanned images of signatures that are placed (copy-paste, PDF stamped, etc.) on a document that cannot be authenticated.
- b. Except as described in Section 27.a above, both parties agree to accept electronic signatures, as described in Section 5(b) of the Uniform Electronic Transactions Act (NCCCL 1999), if and as enacted in this state. Written notice will include electronic mail, and will be effective at the time that the notified party has confirmed receipt.

As to the matters set forth in this Counter Offer between Buyer and Seller, this Counter Offer supersedes all previous communications, understandings, representations, covenants and agreements.

Buyer(s):

Seller: Kondaur Capital Corporation, as Separate Trustee of Matawin Ventures Trust Series 2015-1

Signature: 

Signature: _____

Print Name: Amy Cary DSA Plan Partners

Print Name: _____

Date: 10-20-16

Date: _____

Signature: _____

Print Name: _____

Date: _____