

**NON-BINDING RESERVATION AGREEMENT**

COLLINS LANDING CONDOMINIUM  
WEARE, NEW HAMPSHIRE

SELLER: 153 Concord Stage Development LLC  
A New Hampshire limited liability company  
ADDRESS: 92 Woodbury Road  
Weare, NH 03281

TELEPHONE: 603-529-3929

BUYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_, by and between Seller and Buyer identified above.

WITNESSETH

WHEREAS, Seller is currently in the process of developing a ninety-two (92) unit project located in the Town of Weare and State of New Hampshire (the project); and

WHEREAS, Seller has not completed registration of the Project with the Consumer Protection and Antitrust Division of the New Hampshire Attorney General's Office (the Agency) pursuant to RSA 356-B:1 et seq.; and

WHEREAS, Buyer wishes to reserve a unit in the Project for purchase from Seller when said registration is completed;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby consent and agree as follows:

1. Reservation of Unit

1.01 Property. Subject to all of the terms and conditions hereinafter set forth, Seller agrees to reserve and sell to Buyer the following described property ( the "Unit"):

Unit# \_\_\_\_\_

Address: \_\_\_\_\_ Collins Landing Road, Weare, New Hampshire.

In the event that the Seller and Buyer elect to go forward with the sale of the Unit to buyer, the form of the Purchase and Sale Agreement shall be in substantially the same form as attached hereto as Exhibit A. As set forth in Paragraph 2 below, the Buyer may cancel this reservation prior to entering into a purchase and Sale Agreement. The Condominium is not yet registered by the Agency, and until such registration is ordered, no binding contract for the sale or lease of any interest in the Unit may be created.

1.02 Reservation Deposit. Seller hereby acknowledges receipt from Buyer a deposit in the amount of One Thousand Five Hundred Dollars (\$1500.00) (the "Reservation Deposit").

1.03 Purchase price. If the parties execute a Binding Purchase and Sale Agreement, the Purchase Price for the Unit shall be as follows:

Unit Purchase price	\$ _____
Payable as follows:	
A. Reservation Deposit	\$1500.00 _____
B. Additional deposit at signing of Purchase and Sale Agreement	\$ _____
C. Cash to Close (excludes any closing Costs, prorations and prepayments)	\$ _____

The Seller does not guaranty that the Purchase Price, which is based on Seller's current costs, will remain fixed. In the event Seller's costs increase, Seller retains the express right to increase the Purchase Price.

1.04 Terms of Sale. If the Buyer and Seller execute a binding Purchase and Sale Agreement, the sale of the Unit will be upon substantially the terms contained in Exhibit A attached hereto and made a part hereof.

## 2. Non-Binding Commitment.

2.01 Seller agrees and Buyer acknowledges that this Reservation is in no way binding on Buyer and that this Agreement may, at any time prior to the execution by Buyer of a Purchase and Sale Contract for the Unit, Be canceled by Buyer without penalty by either hand delivering or mailing, return receipt requested, written notice of cancellation to seller at the address given above, or to the escrow agent identified below. Upon receipt of such cancellation notice, the escrow agent shall refund the amount set forth in section 1.02 above and the parties hereto acknowledge that said notice of cancellation will relieve both parties of any obligation or duties under this agreement. Any deposit made under this agreement shall be returned by the Seller to the Buyer no later than ten (10) days following receipt of the notice of cancellation of this agreement.

2.02 Upon execution of a Purchase and Sale Contract between the parties, Buyer and Seller agree that the consideration referred to in section 1/02 above shall be applied to and form a part of Buyer's deposit on the unit in accordance with the terms of said Purchase and Sale Contract and that upon said execution this agreement shall terminate in all respects thereby becoming null and void.

2.03 The Seller hereby informs the Buyer that the Project has not been registered with the Agency. Seller and Buyer agree that nothing hereunder may be construed to require, and Seller specifically does not represent, that the Project will be registered with the Agency. Should the Project be abandoned by Seller, or should Seller for any reason not go forward with the registration of the Project, Seller shall give to Buyer notice of cancellation of this Agreement by either hand delivering or mailing, return receipt requested, written notice of cancellation to Buyer at Buyer's address specified above, and to the escrow agent identified below, whereupon this agreement shall be canceled without penalty, and Buyer's escrowed funds shall be returned to Buyer, pursuant to Section 2.01 above and both parties shall be relieved of any obligations under this Agreement. Seller's liability hereunder for any breach shall be limited to the return of the escrowed funds.

3. Escrow Agent

3.01. Seller hereby covenants that Seller has retained the escrow agent designated below to serve as escrow agent for the sums received pursuant to this Agreement in accordance with the provisions of RSA 356-B:57 and that Seller has instructed the escrow agent to retain said funds in a separate account until such time as a cancellation notice, provided for herein, is delivered to escrow agent, or until title to the unit has actually been conveyed to Buyer at the closing under the Purchase and Sale Contract. No interest shall be paid in respect of the escrowed funds.

3.02 The escrow agent is: Tami Pelletier Real Estate, LLC, 92 Woodbury Road, Weare, New Hampshire 03281

Deposits will be held by Wadleigh, Starr & Peters, P.L.L.C. in a trust account at TD Banknorth.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed by signing below as of the day and year first above written.

WITNESS:

SELLER:

153 Concord Stage Development, LLC

Michael Pelletier, Manager

BUYER: