

PURCHASE AND SALE AGREEMENT

TWIN PEAKS VILLAGE

Registration with the New Hampshire Consumer Protection Bureau. *The Twin Peaks Village contains twenty-seven (27) residential building lots, and before a binding contract may be entered into regarding any lot and before your lot may be offered for sale or sold, your lot must receive either exemption from registration or registration with the New Hampshire Consumer Protection Bureau (being a part of the Attorney General's office). If such exemption or registration has been received, a copy of the recorded (recorded in Coos County Registry of Deeds) certificate of exemption or certificate of registration will be attached hereto.*

IMPORTANT

NOTICE OF PURCHASER'S CANCELLATION RIGHTS

New Hampshire Law provides that you have an express and unqualified right to cancel your Purchase and Sales Agreement within five (5) days from the date the agreement was deposited in the United States mail, return receipt requested, within the five-day period, to the subdivider or to any agent of the subdivider; provided, however, that if you elect to mail the notice of cancellation, you must also provide the subdivider with telephonic notice of cancellation within the five-day period. Such cancellation shall be without penalty and any deposit made by you must be refunded in its entirety no later than 10 calendar days from the subdivider's receipt of your written notice of cancellation.

THIS AGREEMENT made this ____ day of _____, 20____, by and between,

_____ having an address

of _____ (hereafter referred to as "Buyer" or "Buyers"), and **Echo Lake Investments, LLC**, a New Hampshire limited liability company of 12 Wheeler Road, Lexington, Massachusetts 02420 (hereafter referred to as "Seller"), for improved real property situate at and described as:

Tax Map 206 Lot 1 of TWIN PEAKS VILLAGE, as shown on plan entitled: "Echo Lake Investments, LLC Echo Lake Subdivision 233 Route 3 South, Carroll, New Hampshire" and recorded in Coos County Registry of Deeds a Plan No. 2572 (the "Plan"), with street address of ____ Solar Springs Circle, Carroll, New Hampshire (hereinafter the "Lot"), being a portion of the property conveyed to Seller by Deed of J-FOUR Realty, LLC to Echo Lane Investments, LLC, dated September 19, 2015 and recorded in the Coos County Registry of Deeds at Book 1427, Page 811 on September 19, 2015, and as corrected in the Corrective Deed of J-FOUR Realty, LLC to Echo Lake Investments, LLC, dated October 23rd, 2015 and recorded in the Coos County Registry of Deeds at Book 1430, Page 367 on October 23rd, 2015, together with improvements constructed or to be constructed as per approved building plans (Addendum C), "New Home

Specifications (Addendum B)" and Addendum A (options and extras) attached hereto, all of which are made an integral part of this agreement by this reference.

Echo Lake Investments, LLC, a New Hampshire limited liability company of 12 Wheeler Road, Lexington, Massachusetts 02420, will be the builder of the improvements on your unit. If at the time of entering into this agreement, the improvements on your Lot are not currently complete, the new home will be constructed according to Echo Lake Investments, LLC's construction schedule. The Buyer/s hereby agrees to close with the time and date specified in Paragraph 5, below, failing which shall be considered a default under the terms of this contract.

Buyer/s Initials

The contract price stated herein, once agreed to, and signed by all parties, is guaranteed for the life of this contract and will change only in the direction of the buyer.

PURCHASE PRICE:

a. Base Price:	\$ _____
b. Options and Extras (see Article 23):	\$ _____
c. Total Purchase Price:	\$ _____

DEPOSITS:

a. Initial deposit at time of reservation:	\$ _____
b. Additional deposit at contract signing:	\$ _____

BALANCE DUE AT CLOSING: \$ _____

1. DEPOSIT:

(a) The Buyers acknowledge the Deposits paid pursuant to this Agreement will be paid to and held in escrow by the "Escrow Agent" listed below in Section 12, which Escrow Agent is also the designated broker. Deposits shall be held in a federally insured, non-interest bearing account, subject to the terms of this Agreement. The escrow agent holding the deposit pursuant to the provisions hereof will not be liable for any action or non-action taken in good faith in the performance of such agent's duties hereunder but shall be liable only for such agent's own willful default or misconduct. In the event of any dispute relating to the right of possession or disposition of the deposit, the escrow agent shall either retain dominion and control over the same until such dispute shall have been settled by mutual written agreement of Buyer and Seller with instructions to the escrow agent, or the escrow agent, if the dispute is not settled within thirty days, may, in its sole discretion, interplead the money into Carroll County Superior Court, Manchester, New Hampshire, whereupon the deposit shall be paid over in accordance

with such mutual written agreement between the parties or by court order, in the case of interpleader. The escrow agent shall be entitled from the deposit reasonable costs and attorney fees incurred in interpleading the deposit. Acting as escrow agent hereunder shall not preclude the Agent from representing Buyer/Seller in any action based on or arising out of this agreement.

(b) The Seller shall apply the deposit amount against the purchase price at the time of closing.

(c) Return Buyer's Pre-payments to Seller.

Before the Mortgage Loan Application Date deadline. If this Agreement is terminated by either Buyer or Seller by on or before the Mortgage Loan Application Date deadline specified in Paragraph 2, below, or in the event of Seller's Default pursuant to Section 13, entitled: "Default" or if Seller is unable to convey title to the Unit pursuant to this Agreement, the Buyers' entire deposit shall be refunded.

Lapse of Mortgage Loan Application Contingency Date. Once the Mortgage Loan Application contingency date, set forth below, has passed, the total deposit including those amounts paid by the Buyer/s upon the signing of this agreement, and those additional deposit amounts paid by him/her prior to the closing date, shall be refunded to Buyers only if [i] the Buyer/s submitted to the Seller a written request to terminate this agreement together with written proof to the Seller by on or before the "Financial Commitment Date" that the Buyer was/is unable to obtain the necessary financing required under said Section 2, below, including, but not limited to, a failure of Buyer to sell their presently owned real estate, and further provided the conditions of [i] have been met and subsequent to the Mortgage Loan Application contingency date Buyer requests a written termination of this agreement, then Seller will return to Buyers all deposits and amounts paid by Buyer to Seller through the termination request date except for the sum of the initial deposit (but not subsequent deposits), money Seller paid to engineers, surveyors, mechanics, crafts, and materialmen to do change order work requested by Buyers, including money paid to material vendors for items that are not returnable or if returnable then money charged for restocking or returning, and \$150.00 per change order and \$1,500.00 per actual produced changed site or building plans, each time a different change was made at the Buyer's request (monies so paid by Seller, collectively, "Seller's Expenses") and in which case the Buyers shall receive a full set of ¼" scale drawings for the subject home. Seller's Expenses shall not returned to Buyers but shall be irrevocably retained by Seller.

If Buyers do not provide Seller with written evidence of financing on or before the expiration of the Financing Commitment Date as required under Section 2, Seller, in its sole discretion, may rescind this agreement and if rescinded all deposit money paid hereunder shall be refunded in full excepting that the Seller may, at its sole discretion, retain Seller's Expenses and also retain a \$1,500.00 drafting and design fee, if customized or fully custom plans have been prepared on behalf of the Buyers and in which case the Buyers shall receive a full set of ¼" scale drawings for the subject home.

If Buyers deliver to Seller, on or before the expiration of the Financing Commitment Date, a written request to rescind this agreement, this agreement will be rescinded and the Seller shall return the deposit, excepting that the Seller may, at its sole discretion, retain Seller's Expenses and also retain a \$1,500.00 drafting and design fee, if customized or fully custom plans have been prepared on behalf of the Buyers and in which case the Buyers shall receive a full set of ¼" scale drawings for the subject home.

Additional payments made for changes orders, extras or upgrades under Section 8 shall be non-refundable except in the event of (a) Seller's default or (b) upon proper termination pursuant to this agreement and Seller's Expenses shall not returned to Buyers but be irrevocably retained by Seller.

If Seller is in receipt of the ten-day title notice pursuant to Paragraph and the ten-day cure period has elapsed and Seller cannot or does not clear title of non-monetary defects, or for any other reason Seller fails to meet its obligations under this Agreement by on or before the closing date and the Buyers are not in default of this Agreement, the Buyers may elect to either (a) accept all conditions and close without reduction in sales price, (b) rescind this agreement and receive the return of the entire deposit(s) and all other monies paid to Seller before closing, or (c) pursue its legal remedies against Seller.

NOTE: Irrespective of the foregoing the entire deposit is refundable if either (i) Seller is in breach of this agreement; or (ii) Buyer timely cancels this agreement pursuant to the 5-day rescission period.

BUYER(S) ACKNOWLEDGE THAT HE/SHE/THEY HAS/HAVE READ THE TERMS AND PROVISIONS OF PARAGRAPH 1 BY INITIALING HERE: _____
_____.

2.FINANCING: This agreement (☐is), (☐is not) contingent upon the buyer/s obtaining financing under the following terms and conditions (initial one):

- a. Buyers are "pre-approved" under the terms and conditions of a letter of financing commitment attached hereto.
- b. The buyers must, in good faith, apply for a residential mortgage loan in the amount of \$_____ and provide a copy of such submitted application to Seller within five (5) business days of signing this agreement (said fifth day hereinafter referred to as the "Mortgage Loan Application Contingency Date"), at market rates, terms and conditions. It is the Buyers' responsibility to obtain a loan commitment and to satisfy all conditions of that loan commitment, including the payment of any fees or expenses imposed by the lender. If Buyers do not provide the Seller with written proof of such application by the close of the Mortgage Loan Application Contingency Date, the Seller, in its sole discretion, may rescind this agreement and return the deposit to

the Buyers. The Buyers must also provide the Seller with written evidence of their ability or inability to obtain financing within forty-five (45) days of the signing of this agreement (hereinafter, the "Financing Commitment Date") or this contingency shall be deemed waived by the Buyers and the deposit money paid hereunder shall thereafter be non-refundable. If Buyers do not provide Seller with such written evidence of financing on or before the expiration of the Financing Commitment Date, Seller, in its sole discretion, may rescind this agreement and all deposit money paid hereunder shall be refunded in full excepting that the Seller may, at its sole discretion, retain a \$2,000.00 drafting and design fee, if customized or fully custom plans have been prepared on behalf of the Buyers and in which case the Buyers shall receive a full set of 1/4" scale drawings for the subject home. If Buyers deliver to Seller, on or before the expiration of the Financing Commitment Date, a written request to rescind this agreement, this agreement will be rescinded and the Seller shall return the deposit, excepting that the Seller may, at its sole discretion, retain a \$1,500.00 drafting and design fee, if customized or fully custom plans have been prepared on behalf of the Buyer/s and in which case the Buyer/s shall receive a full set of 1/4" scale drawings for the subject home.

- c. Irrespective of the forgoing, Buyer, in Buyer's sole discretion, may waive his financing requirement subject to i) Buyer providing written confirmation of waiver to Seller, ii) Seller, in its sole discretion, agreeing in writing or email to Buyer's waiver of financing, and iii) Buyer accepting as an amendment to this Agreement Seller's request for an additional deposit amount to be determined in Seller's sole discretion.

3. DEED:

Marketable title shall be conveyed by a Warranty Deed and shall be free and clear of all encumbrances except (a) usual public utility easements, covenants, if any, and (b) easements, declarations, covenants, and restrictions of record. The acceptance of the deed by Buyers shall conclusively be considered to be a full performance and discharge of every agreement and obligation of Seller, express or implied in the agreement, except as are, by the provisions of this agreement, to be performed after the delivery of the deed. If Buyers desire an examination of Title, Buyer shall do so during the first thirty (30) days of signing this agreement and Buyer shall pay the full cost thereof. Buyer shall send a copy of the title report to Seller within two (2) days of Buyer's receipt of same.

4. POSSESSION AND CLOSING:

Once a final date for closing has been established, the Buyers should still remain flexible in their moving plans. This date is still subject to change based upon the Seller's construction schedule, weather, availability of construction materials and labor, or other issues beyond the Sellers control. The Seller is not responsible for any costs or expenses the Buyers may incur due to delays, including but not limited to, temporary housing, moving expenses, storage fees, rate lock extension fees or any costs or damages whatsoever.

5. SETTLEMENT & PRORATIONS:

Closing and Settlement shall take place at a New Hampshire based location on a mutually agreeable date and time but no later than seven (7) days from the date the Seller officially notifies the Buyers in writing that the home is ready for transfer. The home is considered ready for transfer on that date an occupancy permit is issued by the Town of Carroll, New Hampshire. Real estate taxes, HOA fees, electrical, propane, and water bills shall be prorated as of date of closing with Seller responsible through day of closing.

BUYER(S) ACKNOWLEDGE THAT HE/SHE/THEY HAS/HAVE READ THE TERMS AND PROVISIONS OF PARAGRAPH 5 BY INITIALING HERE:

_____.

6. CLOSING COSTS & INSURANCE:

Seller will pay Seller's portion of state transfer tax stamps and recording fees for those documents necessary to provide clear title (but not the recording fees to record the deed, which shall be paid by the Buyer) as may be required by this agreement, along with any brokerage fee or sales commission which may be due a Buyers' or Seller's agent, pursuant to, but limited by, the amount or percentage agreed upon by the respective parties and only in such instances where said agent has been the "Procuring Cause" of this sale. In no case shall the Seller pay a fee or commission to a Buyers' agent with which the Buyer/s have a pre-existing contractual obligation unless said agent has introduced the Buyer to the home and has been instrumental in the Buyers' decision to purchase this particular property and met the minimum criteria for "procuring cause." The lot is to be kept insured by Seller through date of closing. If insurance loss occurs before closing which decreases the Unit's value to less than 80% of Sale Price, Buyers, in their sole discretion, may rescind this agreement in writing and receive its full deposit back. If insurance loss occurs before closing which decreases the Unit's value to less than 100% but greater than or equal to 80% of Sale Price, Buyers, in their sole discretion, may terminate this agreement in writing and receive its full deposit back only if the damaged lot is not rebuilt within three hundred sixty (360) days of the date of execution of this agreement, unless both Buyer and Seller agree in signed, dated writing, to extend the 360 period.

7. ASSIGNMENT:

This contract is not assignable by Buyer except to Buyer's spouse, individually or jointly with Buyer, Buyer's family trust, existing or to be created and of which the Buyer(s) and/or a Buyer's spouse is/are the primary beneficiary(ies), or to any business entity organized under the laws of the State of New Hampshire or any other state and authorized to do business in the state of New Hampshire in which any one the Buyers own at least fifty-one (51%) percent controlling interest.

8. CHANGE ORDERS:

A) Before a change order becomes effective, the Change Order shall be reduced to a writing signed and dated by Seller and Buyer with original given to Seller and copy given to Buyer(s). The cost paid for change orders are non-refundable except under the conditions of **Section B.**, below. The full cost of the change order shall paid to the Escrow Agent at the time the Change Order is executed by Buyer and Seller, and the Escrow Agent shall hold same in escrow **until** any of the following conditions are met, in which event the Escrow Agent would make _____ payment _____ as _____ authorized below:

1) Prior to completion of the improvements specified in the Change Order, Seller presenting written proof to the Escrow Agent and Buyer that Seller has incurred liability to a third party materialman for the ordering or purchasing of materials covered by the Change

Order— in which event the Escrow Agent shall pay the Seller the amount indicated on the proof of liability;

2) Prior to completion of the improvements specified in the Change Order Seller presenting written proof to the Escrow Agent and Buyer that Seller has completed a documented phase of the Change Order which has a phase dollar amount assigned in the Change Order – in which event the Escrow Agent pays to the Seller the specified amount **provided** that all necessary materialman and subcontractors lien releases are provided in proper form by Seller to the Escrow Agent; **otherwise**, checks are to be payable jointly to Seller and materialmen or subcontractors, as necessary;

B) If this agreement has been terminated the Escrow agent shall return to Buyer its payments for extras and changes orders already made to Seller (“Buyer’s extra payments”) less the sum of **[i]** that portion of Buyer’s extra payments already paid or irrevocably committed under contract to pay to materialmen, mechanicmen, vendors and government departments, **[ii]** a reasonably anticipated cost of removal of the change orders already made, **[iii]** restoration of the property to its original condition existing before the change orders were made, **[iv]** restocking fees charged to Seller for return of change order items that can be returned, and **[v]** a 15% fee applied against the amount of “Buyer’s extra payments” to offset the management and administration time expended by Seller in this process.

BUYER(S) ACKNOWLEDGE THAT HE/SHE/THEY HAS/HAVE READ THE TERMS AND PROVISIONS OF PARAGRAPH 8 BY INITIALING HERE:

_____.

9. BUYER INSPECTIONS:

9.1 The Buyers shall have two pre-scheduled inspections: (1.) framing, rough electrical and plumbing; and (2.) final walkthrough, at which time any issues that arise during construction will be addressed for the purposes of establishing a date to consummate closing. The Seller shall determine the actual dates for these inspections. Notice for each inspection will be given to the Buyers at least 96 hours in advance of each inspection. By mutual agreement, the actual notice period may be modified to a shorter period of time. Construction of the improvements on the lot will not be suspended should the Buyers be unavailable to conduct any inspection and said inspection opportunity shall be deemed waived by the Buyers. Seller shall have no responsibility for any item that is not part of the improvements stated in the Purchase and Sales Agreement, specifications and plans, or a part of a change order, and also under warranty. Any items not under warranty shall be the sole responsibility of the Buyers. During each inspection, the Buyers and or Buyer’s representative and the Seller’s representative shall make a punch list, signed and dated by both Buyer(s) and Seller, of items which shall be resolved by the Seller, excepting latent defects. Upon final inspection, the parties shall make a “Final punch list” of any incomplete items or issues of concern to the Buyers, signed and dated by both Buyer(s) and Seller, for which Seller is obligated to resolve under Seller’s Limited Warranty, and this signed and dated list shall be conclusive evidence of the limits of the work to be performed arising from such pre-closing inspections. Seller may, but is not obligated to, close until the Final punch list items have been resolved in conformance with the Limited Warranty.

The dated, written, determination by Seller that a particular punch list item has been resolved shall be conclusive for purposes of scheduling a closing date without addressing further any

dispute over the completion of a particular punch list item, reserving to Buyer the opportunity to address the item post-closing under the Limited Warranty, if applicable. Under no circumstances may the Buyer(s) delay the closing because any item on the Final punch list is incomplete or because there is a dispute as to whether such item(s) is/are incomplete and any refusal to close as scheduled shall be considered a default by the Buyers hereunder, entitling Seller to terminate this agreement and retain the entire sales deposit together with "Buyer's extra payments" as limited by the terms of Sections 1(b) and 8, B. The seller's obligation to perform the work and resolve the items in the punch list shall survive the closing pursuant to the Limited Warranty.

9.2 In no case shall monies be placed in escrow for any items on the "punch list" which survive the closing EXCEPT for items which cannot be resolved in a relative short time due to seasonal delays (such as not being able to hydroseed the lawn when a closing occurs in the winter). For delays necessary because of the season, the Seller shall place in escrow with the Escrow Agent an amount the Seller reasonably anticipates it will have to spend to complete that work. The escrow agreement will state a date by which the work has to be completed, failing which, upon the request of the Buyer to the Escrow Agent, that sum will be turned over to Buyer and thereafter, Seller shall be no obligation to complete that work. Otherwise, when the Seller completes the work, that escrowed sum shall be turned over to Seller upon Seller's written request to the Escrow Agent.

10. SITE VISITATIONS:

Due to safety and insurance requirements, except as provided above, Buyers shall not have access to the lot (except for inspections as set forth herein), nor shall Buyers store any personal belongings in or about the lot or house being built thereon prior to closing. Every effort to accommodate the Buyers will be made for pre-arranged appointments with a Seller's representative to view the progress of the Home, but in no case shall the Buyers enter the lot unaccompanied. Buyers understand that for safety reasons, workers on site are instructed to cease work should the Buyers show up unaccompanied and this may delay construction and delivery of the lot. Buyers understand that any unaccompanied visits may result in damage to the home and may delay the closing date, such as if someone were to walk over newly coated hardwood floors or newly installed tile floors, etc., which then would have to be redone. The Buyers shall also be liable for any costs for additional work necessary due to their unsupervised visit.

11. DISPUTE RESOLUTION:

Arbitration is permissible but not mandatory for statutory claims under RSA Chapter 356-A. Other than for disputes over the deposit, which is addressed in Section 1 above, any dispute between the Seller and the Buyers shall be submitted to binding arbitration only, except claims based upon RSA Chapter 356-A, with each side paying for its own legal fees and costs. Absent mutual agreement to the contrary, such arbitration shall take place in Hillsborough County New Hampshire. For materials, workmanship or construction related disputes the standard to which Builders work shall be measured shall be that detailed in the edition of the Residential Construction Performance Guidelines for Professional Builders and Re-Modelers by the National Association of Homebuilders, then most current as of the time this Agreement is executed by both parties.

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY.

12. AGENT: The undersigned parties understand that PEABODY, BADGER & SMITH REALTY03580, a licensed New Hampshire real estate brokerage, with address at 393 Main Street, PO Box 789, Franconia, New Hampshire and telephone number of (603) 832-5700, represents the interests of the Seller as its own Real Estate Broker/Agent and that _____ agency represents the interests of the Buyer/s in this transaction. (*See section 6 regarding sales commissions and fees). Peabody, Badger and Smith shall also serve as the "Escrow Agent" to hold the deposit.

13. DEFAULT:

The Buyers will be in default of this agreement if they fail to comply with the terms of this agreement. If the Buyers default, the Seller may rescind this agreement and retain all deposits and Buyer's extra payments as limited by the terms of Section 8, B as liquidated damages, consideration for the execution of this agreement, and in full settlement of any claims. In that event, both Buyers and Seller shall be relieved of all obligations under this agreement. Buyers agrees that the Seller does not waive any right because it delayed or failed to enforce that right or any other right.

In the event that the Seller has not complied with its obligations under this agreement or cannot or does not provide at closing marketable title free and clear of all encumbrances except usual public utility easements, covenants, if any, and easements and restrictions of record, Buyer may either accept title as it is and close with no reduction in sales price **or** send to Seller a written notice by certified mail, return receipt requested, indicating to Seller that title defects exist other than monetary liens and mortgages for which sale proceeds will address at closing ("title notice") and Seller will have ten (10) days after receiving the title notice within which to cure non-monetary title defects. If Seller is in receipt of the (10) ten-day title notice and the ten-day cure period has elapsed and Seller cannot or does not clear title of non-monetary defects, or for any other reason Seller fails to meet its obligations under this Agreement by on or before the closing date and the Buyers are not in default of this Agreement, the Buyers may elect to either (a) accept all conditions and close without reduction in sales price, (b) terminate this agreement and Seller shall return to Buyer all of the sales deposit together with the return of "Buyer's extra payments" as limited by the terms of Sections 1(b) and 8, B or (c) pursue its legal remedies against Seller.

14. WARRANTIES:

Echo Lake Investments, LLC is Seller, Developer and Builder. Echo Lake Investments, LLC, warrants your home shall be free of defects in workmanship and materials in accordance with and limited by the "Echo Lake Investments, LLC Limited Warranty," for one (1) year from the date your lot is conveyed to you, a copy of which has been provided to the Buyers at the same time as this agreement. The warranty obligations of Seller and Builder hereunder and under the "Echo Lake Investments, LLC Limited Warranty" is limited to repair or replacement, in the sole discretion of Seller. As to items which the Seller has installed, but did not manufacture, such as HVAC equipment, water heater, appliances, other equipment or "consumer products," Seller provides no warranty on such items but will transfer the installer's warranty, if any, to the Buyers at closing. Seller will warrant the installation of items, but not the item, if such has been installed by Seller if an installers warranty is not otherwise transferred to Buyer.

15. LIMITATION OF WARRANTIES.

(Other than the warranties of Paragraph 14, there are no other warranties, expressed or implied, including warranty of habitability, merchantability, workmanlike construction, or fitness for a particular purpose, unless required by law or provided directly by the manufacturer. Buyers understand and agree that any liability, whether in contract, in tort, under any warranty or otherwise, is limited to the remedies provided in the limited warranty contained within the "Echo Lake Investments, LLC Limited Warranty."

16. STATUTORY NOTIFICATIONS:

Radon: (RSA 477:4-a) Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: (RSA 477:4-a) Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well."

Lead: (RSA 477:4-a) Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair, or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

PFAS: Poly-and perfluoroalkyl substances (PFAS) are found in products that are used in domestic, commercial, institutional, and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

Flood: Properties in coastal areas and along waterways may be subject to an increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone."

Hazardous Waste: The Environmental Protection Agency (EPA) has identified certain hazardous waste sites within the State of New Hampshire. The property described in this Purchase and Sale Agreement has not been identified as a hazardous waste site, nor does the Seller have any knowledge of any hazardous waste on the site. We are providing you with the information in order that you may personally investigate these areas with the New Hampshire Department of Environmental Services.

NH-DES Concord, NH (603) 271-3503
 EPA-Boston, MA (617) 565-3420

Water Supply (RSA 477:4-c & 4-d): If the lot is to be serviced by a private drilled well, it must be located within the bounds of the subject lot and is to be installed in a location to be determined and shown on a lot site plan given to Buyers at closing. Water quality shall be tested prior to issuance of an occupancy permit and closing and shall meet or exceed the minimum statutory requirements for safe drinking. HOWEVER, your lot will be served by water provided by Pennichuck Water Works, Inc.

Sewage Disposal System (RSA 477:4-c & 4-d): If the lot to be serviced by a private newly installed sewage disposal system, it must be located entirely within the bounds of the subject lot, and is to be constructed and installed per a state approved septic design showing location and specifications, a copy of which shall be given to Buyers at closing.

Insulation (RSA 477:4-d): Insulation shall be installed per approved building plans and standard specifications and shall meet or exceed all applicable building codes.

Methamphetamine Production (RSA 477:4-g). Seller has no knowledge that methamphetamine production has occurred on or at the unit.

Disclosure regarding Asbestos Disposal Site (RSA 141-E:23):

The Property is **not** the location of an Asbestos Disposal Site.

Contract of Sale (RSA 359-G:7):

New Hampshire law, RSA 359-G, contains important requirements you must follow before you may file a lawsuit or other action for defective construction against the contractor who constructed remodeled or repaired your home. Sixty (60) days before you file your lawsuit or other action, you must serve on the contractor, a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit or other action.

By signing and dating below, Buyer(s) acknowledge he/she/they have received the above statutory notices.

17. DISCLAIMER:

Certain items displayed in the models and/or outside models such as decorator items, extra fencing, special landscaping, and any other items displayed for merchandising purposes are not standard construction items and are therefore not included in this Agreement. In the event of any conflict between the Seller's models and the plans and specifications for the home, the plans and specifications shall control. Identification of such items should be obtained from the Seller's sales representatives.

18: BUILDER:

Although Echo Lake Investments, LLC, with a place of business at 12 Wheeler Road, Lexington, MA 02420 is the builder, the home built on the lot is a Westchester Homes modular home.

19. HOME CONSTRUCTION LENDER. N/A

20. CONSTRUCTION FUNDS FOR BUILDING TWIN PEAKS VILLAGE, DRAINAGE AND SITE WORK. Echo Lake Investments, LLC will use its own money, augmented as needed by the principal of that entity with his own funds, to build drainage and site work for the Twin Peaks Village. Funds available exceed the cost of building these improvements.

21. ADDENDA:

The following addenda either stapled to this agreement or delivered to Buyers under separate cover at the same time as with this agreement, are part of this agreement:

- | | |
|--|----------------|
| a. Options and Extras | --- ADDENDUM A |
| a. New Home Specifications | --- ADDENDUM B |
| b. New Home Plans | --- ADDENDUM C |
| c. Echo Lake Investments, LLC Limited Warranty | --- ADDENDUM D |
| d. Seller's Statutory Disclosures | --- ADDENDUM E |

22. ENTIRE AGREEMENT:

It is expressly understood and agreed by all parties hereto that all prior understandings, agreements, and representations are merged into and superseded by this agreement. No oral representations, claims, statements, advertising, brochures, promotional activities, maps or otherwise, made by the Seller or Seller's agent/s representatives or employees as to either the lot, the building to be constructed or the lot owners' association (if any), including the workmanship and materials used in construction shall in any way be binding upon the Seller and, except as provided by law, the same shall be of no force and effect unless expressly set forth in this agreement. The provisions of this agreement shall survive the closing. Upon closing and acceptance of the deed by the Buyers, the Buyers shall be deemed to have acknowledged the performance and discharge of every agreement, obligation and representation made by the Seller under this agreement and no agreement or representation shall survive the delivery and acceptance of said deed except as may be set forth herein or in writing at or prior to the closing, or as required by law. This agreement completely expresses the obligations of the parties. The terms of this document constitute the entire agreement between the parties and no verbal statements made by anyone with regard to the transaction, which is the subject hereof, shall bind the parties unless the same is incorporated herein by writing. Any advertising media, marketing materials, brochures, price lists, standard specifications, conversations, displays, model homes or any other collateral, written or spoken, which deviate from this agreement shall be of no force or effect unless documented, signed by all parties, attached hereto and thereby incorporated herein. Echo Lake Investments, LLC routinely changes and updates the aforementioned information, and it is the BUYERS' RESPONSIBILITY to make sure they are working with the most current information.

Model units, artist renditions, reasonable facsimiles, print media and the like often contain decorative or upgraded items for display and presentation purposes and are not included in this agreement unless individually listed on "Addendum A." However, the builder's final building plans and specifications shall supersede and govern construction of the home or condominium, regardless of what may be depicted in the aforementioned models, pictures, or renditions.

IF A LOT IS STARTED OR COMPLETED AT TIME OF BUYER(s)" EXECUTION OF THIS AGREEMENT, INDIVIDUAL CHANGES MAY HAVE BEEN MADE AND VARY FROM THE

MARKETING PLANS and PRINT MEDIA. FURTHER, DUE TO AVAILABILITY OF PRODUCT, INDIVIDUAL CHANGES MAY HAVE BEEN MADE AND VARY FROM THE SPEC SHEETS ATTACHED TO THIS AGREEMENT. HOWEVER, SELLER RESERVES THE RIGHT TO REPLACE ANY PRODUCT OR MATERIAL WITH PRODUCTS AND MATERIAL OF EQUAL OR BETTER QUALITY AND SUCH AVAILABLE COLOR THAT IS REASONABLY SIMILAR TO THE ORIGINAL SPECIFICATION. Consequently, if an optional or upgraded item listed on "Addendum A" is unavailable, is overlooked, or for any other reason fails to be installed during construction, the builder's liability shall be limited to a refund of the amount paid for such option or upgrade. By Buyer closing on this agreement to purchase the lot, Buyer is accepting started or completed changes as built in place of standard specifications.

25. ADDITIONAL PROVISIONS:

FURTHER by signing below, Buyers acknowledge that on or before they entered into a binding Purchase and Sales Agreement either all Buyers or at least one of the named Buyers conducted a personal, on-site inspection of the improved lot OR, IN THE ALTERNATIVE, if the improvement on the Lot had not yet been built, had been shown Floor Plans referencing the house to be built on the lot.

A copy of this contract is to be received by all parties and, by signature below receipt of a copy is hereby acknowledged. This agreement shall be binding on the heirs, executors, administrators and assigns of both Seller and Buyer(s).

THIS IS A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SIGNATURES:

BUYER:

Buyer:

Date:

Phone:

Email:

Buyer:

Date:

Phone:

Email:

SELLER: ECHO LAKE INVESTMENTS, LLC

Syed Nuruzzaman, Manager

Phone:

Date:

Email:

ADDENDUM A
Options and Extras

ADDENDUM B

New Home Specifications

ADDENDUM C
New Home Plans

ADDENDUM D

Echo Lake Investments LLC Limited Warranty

ADDENDUM E

Seller's Statutory Disclosures

1. Solar Spring Circle, the road serving the lots in the Twin Peaks Village, is a private road and will be maintained by the Subdivider/Seller (Echo Lake Investments, LLC), until the road is accepted by the Town of Carroll, NH.
2. Electricity and Municipal Water shall have been extended to the lot at the time of closing.
3. At time of closing, year-round adequate potable water supply shall be available to the lot provided by Town of Carroll Water Department the lot will have an approved, installed septic system at time of closing. These assurances shall survive the passing of title.
4. A warranty deed, free from monetary liens and encumbrances, shall be provided to the purchaser within 360 days of signing the purchase and sales agreement or the agreement shall be voidable at the election of the purchaser.
5. The purchaser or the purchaser's spouse has had an opportunity to conduct a personal on-site inspection of the lot prior to signing the purchase and sales agreement.
6. The subdivider/seller is obligated to provide the interior road (Solar Spring Circle), drainage culverts and apparatus to certain of the lots in the Twin Peaks Village, water connections to each lot for use by municipal water provider, electricity to each lot, and on-site propane tank. Leased by lot owner from propane provider.
7. Costs incurred by HOA to maintain Solar Spring Circle, drainage and other common elements shall be assessed to each lot owner on a prorated basis each lot owner is obligated to pay these assessments when due.