

COPPER CREEK

LOT DEPOSIT AGREEMENT

On this ____ day of _____, 2008, Copper Creek Management, LLC, a Pennsylvania limited liability company, having an address of 242 Station Street, Bridgeville, Pennsylvania 15017, hereinafter ("Seller"), hereby acknowledges receipt of \$ 10,000.00 as a deposit received from _____ having address of _____, hereinafter ("Buyer").

This deposit gives Buyer the exclusive right to purchase Lot# ____ in the Copper Creek Plan of Lots, hereinafter ("Lot"), owned by Seller for a Price of \$_____. Said deposit shall be held in escrow by Seller pursuant to applicable law and regulation. This deposit is tendered with the explicit mutual understanding and under the following terms:

- A. Buyer's exclusive right to purchase Lot shall extend for a period of ninety (90) days from the date hereof, and may be exercised by signing the attached agreement of sale.
- B. AT ANY TIME PRIOR TO SIGNING AN AGREEMENT OF SALE, BUYER MAY TERMINATE THE RIGHT TO PURCHASE LOT AND RECEIVE A REFUND OF ALL SUMS DEPOSITED BY SENDING WRITTEN NOTICE TO SELLER.
- C. If Buyer has not exercised the exclusive right to purchase Lot within the requisite ninety (90) day period, then at the option of Seller, Buyer's exclusive right may be terminated or the terms of sale amended.
- D. The refund to buyer of the deposit is evidence of the termination of Buyer's right to build on Lot.

The undersigned agree to the foregoing provisions as of the date fist set forth,.

Buyer

Seller
Copper Creek Management, L.L.C.

Buyer