

**MERAKI PLACE
LOT RESERVATION AGREEMENT**

The purpose of this "LOT RESERVATION AGREEMENT" is to enable the Buyer named below (the "Buyer") to reserve the lot identified below in MERAKI PLACE.

THE BUYER ACKNOWLEDGES AND AGREES THAT THIS LOT RESERVATION AGREEMENT IS A NON-BINDING EXPRESSION OF THE PARTIES' INTENTIONS AND IS NOT A BINDING OFFER BY MANZANITA LANE LLC (THE "SELLER") TO SELL TO THE BUYER ANY LOT OR TO SELL TO THE BUYER ANY HOME ON ANY LOT.

The Buyer will be contacted to schedule a date and time to meet with a sales associate or project manager to sign a purchase & sale agreement (hereinafter referred to as "PSA"). The PSA will define specific legal and other terms of purchase that will be binding upon the Buyer and the Seller as set forth in the PSA. Base price, lot premium (where applicable), and architectural options are set forth below (design options to be determined):

Reservation – Lot # _____, Plan # _____, Base Price \$ _____ Elevation _____

Garage Orientation _____, Lot Premium \$ _____

Architectural Options: _____

A lot reservation deposit (the "**Lot Reservation Deposit**") in the amount of TEN THOUSAND DOLLARS (\$10,000.00) must be submitted by the Buyer to First American Title Company ("**Escrow Agent**"), 5310 Kietzke Lane, Suite 100, Reno, NV 89511, Attn: Margie Roma, mroma@firstam.com, Ph: 775-823-6200, at the time this Lot Reservation Agreement is signed by the Buyer. The Lot Reservation Deposit will be held at the Escrow Agent in a non-interest bearing account. The Lot Reservation Deposit is fully refundable to the Buyer upon cancellation of this Lot Reservation Agreement. The Buyer may cancel this Lot Reservation Agreement by giving written notice of cancellation to the Seller and the Escrow Agent at any time before the PSA is signed by the Buyer. Upon execution of the PSA, the Escrow Agent is hereby instructed to continue to hold the Lot Reservation Deposit as a partial Earnest Money Deposit under the PSA. In addition, the Seller will require 50% of the Lot Premium amount at execution of P&SA.

Buyer(s): _____

Buyer(s) Mailing Address: _____

Buyer(s) Contact Information: Home Phone: (____) _____

Daytime Phone: (____) _____

Cellular Phone: (____) _____

Fax Number: (____) _____

Email: _____

This Lot Reservation Agreement will reserve the Buyer's selected lot and the Seller will not actively solicit offers from any other buyers until the time the PSA is signed and/or the Buyer has cancelled this Lot Reservation Agreement as provided above. If the Buyer does not cancel this Lot Reservation Agreement, yet the Buyer does not appear at the scheduled date and time (written notification will be mailed to address indicated above) to prepare the PSA, the Seller may choose to cancel this Lot Reservation Agreement and cause the full Lot Reservation Deposit to be refunded by the Escrow Agent to the Buyer, and accept another offer on or sell the lot that is the subject of this Lot Reservation Agreement.

The Buyer and the Seller agree that this Lot Reservation Agreement is a non-binding and a non-contractual expression of the parties' intentions, and neither party is or will be legally bound to the other for the purchase and sale of any lot or any home until a fully executed PSA has been signed by the Buyer and the Seller.

Buyer(s): _____

Date: _____ Time: _____

Seller: _____

Date: _____ Time: _____