

CONDITIONAL GIFT AGREEMENT

This Conditional Gift Agreement (the "Agreement") is entered into this 31st day of May, 2006, by and among EUGENE AND ANNE SLUSSER, of 232 Putney Hill Road, Hopkinton, New Hampshire 03229 (the "Donors", which term will include the estates and successors and assigns if one or both of the Donors die while this contract remains executory), and the TOWN OF HOPKINTON, c/o Donald Lane, Chairman of the Board of Selectmen, Hopkinton Town Hall, 330 Main Street, Hopkinton, New Hampshire 03229 (the "Donee") (sometime collectively referred to herein as the "parties").

Recitals

1. The Donors wish to donate the sum of ONE MILLION DOLLARS (\$1,000,000) to the Donee to build a senior citizens center for the residents of the Town of Hopkinton (the "Center").
2. The Donors wishes to impose certain conditions of their gift.
3. The Donee wishes to accept the Donors' gift and all of the Donor's conditions.

Agreement

NOW THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recognition. A plaque shall be mounted in the lobby or front entrance of the Center in a location and design approved by the Donors. The plaque inscription shall read "The Slusser Senior Citizens Center".
2. Construction Project. All final construction plans and amendments thereto must be approved by the Donors. Unless otherwise agreed, the Donee must provide to the Donors monthly progress reports of the construction plans and building project.
3. Tax Deductible Gift. The Donors intend for their gift to qualify as a charitable contribution for purposes of Sections 170(c)(1), 2522(a)(1) of the Internal Revenue Code of 1986, as amended, assuming that all of the conditions herein are satisfied and the gift becomes irrevocable.
4. Reversion of Gift. The Donee shall return the Donors' gift of ONE MILLION DOLLARS (\$1,000,000.00) under, and in accordance with, the following conditions:
 - a. The Donors' determination, in the exercise of reasonable judgment, that the Center has been constructed in a materially different manner from the final construction plans as approved by the Donors, including change orders to the construction that are subject to review and approval by the Donors, which approval shall not be unreasonably

withheld;

b. The Donee's inability to raise the remaining funds necessary to complete the construction of the Center within one (1) year of the date of this Agreement;

c. At any time during the 10 year period beginning with the date of this Agreement, the Donee ceases to provide sufficient space in the building for senior activity to take place.


d. Notice of any basis upon which reversion is claimed shall be provided to the Donee by the Donors by certified mail, return receipt requested, and shall include a thirty (30) day period within which to cure the issue giving rise to the claim for reversion.

e. If such issue is not cured within the thirty (30) day period, the Donee shall return the gift within nine (9) months, or thirty (30) days following the next Annual Town Meeting, whichever period is greater.

f. This Agreement is subject to, and is intended to comply with, the provisions of RSA 31:95-b.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.


DONORS

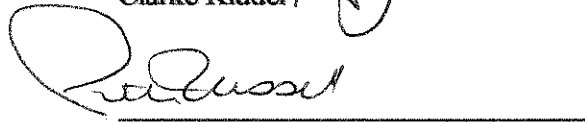

Eugene A. Slusser

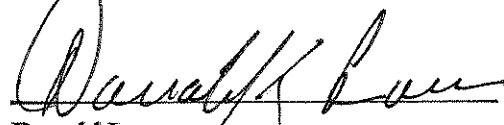

Anne L. Slusser

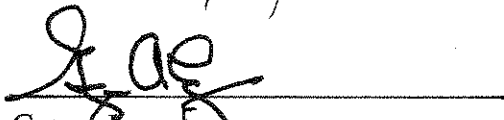
DONEE


Louise Carr, Chairman


Clarke Kidder


Peter Russell


Donald Lane


George Langwasser
Selectmen,
Town of Hopkinton