



AGREEMENT OF RESERVATION

Between us, **Vicente Matlock Smith**, adult, with cedula number, 9 0 0 8 3 0 9 5 9, in my condition of **PRESIDENT with UNLIMITED FULL POWER OF REPRESENTATION** for the society **PROPIEDADES CABO VELA DEL PACIFICO S.A.**, with legal ID 3 – 1 0 1 – 3 8 8 4 6 7, who in following and for the present agreement will be named as **THE COMPANY** and _____, from _____, passport number or ID number _____, who in the following and for the present agreement will be named as **BUYER**, both agreed to sign the present **AGREEMENT OF RESERVATION**, according to the following clauses:

FIRST: THE COMPANY, PROPIEDADES CABO VELA DEL PACIFICO S.A., is the owner of the project **VILLAS CABO VELA** in Santa Cruz, Playa Grande, Guanacaste, Costa Rica. **The BUYER** agrees that he is well informed about the project and its services and conditions.

SECOND: In this act, **THE BUYER** hereby request that **THE COMPANY** hold the property No. _____ for 30 days in order for **THE BUYER** to be able to perform Due Diligence and decide whether or not **THE BUYER** will proceed with the Construction of a Home or condo at Villas Cabo Vela.

THIRD: THE BUYER herein is submitting a \$10,000 reservation fee. Said amount will be held in escrow by attorney Yohanka Gonzalez Gonzalez as the Escrow Agent, and will be considered as a refundable deposit for the first 30 days from the signing of this agreement, so that if the

buyer decides not to go on with the purchase within this period, providing a Notice of Cancellation in writing to the seller (E-mail will suffice); the reservation fee will be returned.

The deposit will be considered non refundable in any of the following situations: i) When the buyer notifies the seller of his will of not continuing with the purchase after the 30 day period expires; ii) When the buyer does not communicates at all with the seller during the 30 days period and does not perform towards closing the deal after said period expires. iii) When the buyer fails on any of the other payments stipulated on the purchase and sale option. In any of the aforementioned situations, the escrow agent should release the funds to the seller as a fix indemnification, and the lot will be back in market.

FOURTH: This Contract calls for additional funds in accordance with the current published Price List and **THE BUYER** will send such balance within 5 days of the Notice of Release of Funds.

Signed this _____ day of _____, 200

Vicente Matlock Smith
Propiedades Cabo Vela Del Pacifico S.A.

Signature are Authentic

Notary Public