

TURTLE COVE LAKE & YACHT CLUB
REAL ESTATE PURCHASE AGREEMENT (AND RECEIPT FOR DEPOSIT)

Date _____, at Aguacate, Guanacaste (Costa Rica) Deposit to be submitted by: _____ Passport #: _____ and _____ Passport #: _____. Buyer(s) will be purchasing subject property with the Costa Rica Corporation that owns subject property. Deposit in the form of: (see Paragraph #IA).

A deposit of _____-, towards the Purchase Price of _____, for purchase of Property located in the planned community known as Turtle Cove Lake Club, Aguacate, District of Tierras Morenas, Cantón Tilarán, Province of Guanacaste, Costa Rica. Described as lot # _____, a vacant lot of _____ sq. meters, to be segregated from Folio Real number 5-016218-000 ("Property"), cadastral survey number _____, corporate id number _____.

I. PAYMENT TERMS OF PURCHASE: All amounts shall be in U.S. Dollar

- A. BUYER(S) DEPOSIT:** Shall be held by Turtle Cove Development S.A., in their Escrow Account. Buyer(s) deposit shall be made by wire transfer in the amount of _____ USDollars..... \$ _____ to escrow holder's acct. If not received or wire transfer confirmed by the date of _____ by the seller, this purchase agreement may be cancelled at seller's option. Wire transfer instructions are attached to this purchase agreement. Buyer(s) to pay
- B. BALANCE OF PURCHASE PRICE:** (not including wire transfer fee) to be deposited with \$ _____ to escrow holder STEWART TITLE COSTA RICA (all forms will be properly processed and filled by seller and purchaser, with sufficient time to close escrow/transaction.
- C. TOTAL PURCHASE PRICE:** \$ _____

II. TRANSACTION CLOSING: Shall occur on or before _____. Buyer(s) and Seller shall execute a formal endorsement of shares contract drawn by a Costa Rica Attorney/Notary, which shall incorporate the terms and conditions agreed to herein. This contract shall be executed before the closing date. Seller shall deliver possession of the Property to Buyer(s) on the date of close of the Transaction/Escrow.

III. CLOSING COSTS: Seller to pay half of all closing costs to Viquez Oreamuno & Asociados: Notary fees, any government fees, and escrow fees, Buyer to pay half of all closing costs through Viquez Oreamuno & Asociados: Notary fees, any government fees, and escrow fees. Seller to pay for the cost of the Costa Rican Corporation that will be taking title to subject property.

Buyer(s) initials _____ **Seller's initials** _____

A. PRORATIONS AND PROPERTY TAXES: unless otherwise agreed in writing, property taxes, any association fees (if applicable) and government fees imposed prior to the transaction/escrow, shall be paid current and prorated between Buyer(s) and Seller as of the close of the transaction/escrow.

IV. CONDITION OF PROPERTY: Property shall be maintained in substantially the same condition as on the date of acceptance. All debris and personal property not included in the sale shall be removed unless otherwise agreed upon in writing-

A. Electricity and municipal water to be delivered to the lot line. Buyer(s) to install electrical transformer, electrical meter, and water meter.

V. TITLE: Title to be transferred by Deed or as prescribed by Costa Rica Law. Title shall be free of liens and/or encumbrances as a contingency in this agreement. The corporation name and cédula number to be disclosed by the seller before the closing. Said corporation shall be free of liens and/or encumbrances and any law suits pending or otherwise applicable taxes paid. There are Conditions, Covenants, and Restrictions "C.C.R.'s" for Turtle Cove Lake Club. The Covenants and Bylaws for Turtle Cove Lake Club have been submitted to the buyers and approved (see attachment).

VI. CONTINGENCIES IN THIS AGREEMENT: The closing of this transaction is contingent upon the contingencies already identified in this agreement.

VII. METHOD OF CONTINGENCY REMOVAL:

A. Contingencies and disapproval rights must be removed or exercised in writing by the party who has the contingency or disapproval right. If Buyer(s) do not give to seller written notice of items reasonably disapproved, removal of contingencies, or cancellation (based on any cancellation right of Buyer(s), within the strict time periods specified, then Seller shall have the right to cancel this Agreement by giving written notice to Buyer(s).

B. CANCELLATION OF SALE/ESCROW: RETURN OF DEPOSITS: If Buyer(s) or Seller give written NOTICE OF CANCELLATION pursuant to rights duly exercised under the terms of this Agreement, Buyer(s) and Seller agree to cancel the sale and escrow and release deposits, less fees and costs to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds by the escrow holder, also the notary/attorney, shall be mandated by the terms and conditions of this signed purchase agreement.**

VIII. LIQUIDATED DAMAGES: Buyer(s) and Seller agree that if Buyer(s) fail to complete this purchase by reason of any default of Buyer(s): 1) Seller shall be released from the obligation to sell the Property to the Buyer(s). 2) Seller shall retain, as liquidated damages for breach of contract, the total deposit actually paid. 3) In the event of a dispute, funds deposited in the

Buyer(s) initials _____

Seller's initials _____

escrow account shall be released by the escrow holder as mandated by the terms and conditions stated in this signed purchase agreement.

- IX. DISPUTE RESOLUTION – ARBITRATION OF DISPUTES:** Developer and Buyer(s) agree to arbitrate any dispute or claim arising between them out of this Agreement, or any resulting transaction, BEFORE resorting to court action or attorney procurement. The decision of the arbitrators shall be binding and there is no appeal process. Developer and Buyer(s) shall mutually agree to use the services of The Commerce Chamber Alternative Dispute Resolution Center located in Costa Rica. Arbitration fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies without resolving the matter through arbitration, then the party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. The arbitrators shall render an award in accordance with substantive Costa Rica Law.
- X. ATTORNEY'S FEES:** In any action, proceeding or arbitration between Buyers and Seller arising out of this Agreement, the prevailing Buyer(s) or Seller shall be entitled to reasonable attorney's fees and costs from the non-prevailing Buyer(s) or Seller, except as provided in Dispute Resolution Addendum.
- XI. ENTIRE CONTRACT:** Time is of the essence. This Agreement constitutes the entire contract. The formal contract written by a Costa Rica Attorney shall incorporate all terms of this agreement or shall make reference to the inclusion of this agreement. Any additional terms written by the Attorney may apply if; required by law, further describe or define already existing terms in the Purchase Agreement (without changing the substantive meaning), or agreed upon by Seller and Buyer(s). The terms of this purchase agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous verbal agreement. **This Agreement may not be extended, amended, modified, altered, or changed in any respect whatsoever except in writing signed by Buyers and Seller.**
- XII. SEVERABILITY:** If any term, provision, covenant, or condition of this Agreement is held by a Costa Rica court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIII. EXPIRATION OF THIS AGREEMENT: This agreement shall be effective as of the effective date and will be valid and enforceable for a term of 30 days, beginning as of today. This term could be further extended upon parties' agreement, which will be annexed to the present agreement.

XIV. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of this Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a copy of this Agreement, and authorizes delivery of a signed copy to Buyer(s).

BUYER _____ Date _____

Name _____ Passport # _____

BUYER _____ Date _____

Name _____ Passport # _____

SELLER _____ Date _____

Represented By Kendall Sanborn, President, Passport # 711547124 U.S.A.

TURTLE COVE DEVELOPMENT S.A. and Cédula #3-101-416408

WIRE TRANSFER INSTRUCTIONS:

CITIBANK NEW YORK, N.Y.

ABA No. 021000089

CHIPS PART 0008 TO CREDIT ACCT. No. 36017429 OF Citibank de Costa Rica.

FOR FURTHER CREDIT TO:

ACCOUNT: 11710516215377494 OF: Turtle Cove Development S.A. (Last Beneficiary)

Please include:

Phone:

Passport:

Reference: Turtle Cove Lake Club Lot #

Buyer(s) initials _____

Seller's initials _____

TURTLE COVE LAKE CLUB

BUYER ADDRESS FORM

LOT # _____

BUYER(S): _____

MAILING ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

Buyer(s) initials _____

Seller's initials _____