



BELLA COLLINA

TUSCAN ELEGANCE. OCEANSIDE ALLURE.

GUANACASTE, COSTA RICA



RIVALI

DEVELOPMENT GROUP



RESERVATION AGREEMENT

Entered into on _____, 2006 between the parties that are identified below:

1. Jorge Eduardo Rivera Perez, with residence card number 175-139666-11501, in my capacity as President with full powers of attorney without limitation as to amount of the company **RIVALI DEVELOPMENT GROUP, SOCIEDAD ANÓNIMA**, with corporate identity number 3-101-424438, a company incorporated under the laws of the Republic of Costa Rica, with corporate address at _____ (the “Developer”);
2. _____; (the “Reserving Party”);

WHEREAS the Developer has the exclusive rights of certain properties located in Cabo Velas, Guanacaste, Costa Rica and is in process of improving this property on which is planned a subdivision for residential and recreational purposes.

WHEREAS the Developer intends to sell lots in said subdivision;

WHEREAS the Reserving Party has expressed an interest in acquiring a lot in said subdivision, and desires to have an opportunity to select a lot of his or her choice, after said subdivision is completed, and roads and amenities have been placed thereon; and

WHEREAS the parties desire to document certain agreements they have reached with respect to the contemplated purchase of such property;

NOW THEREFORE, the Developer and the Reserving Party have agreed, as they in fact hereby do, to enter into the Reservation Agreement (as subsequently defined), which shall be governed by the laws of the Republic of Costa Rica and by the following clauses:

FIRST: DEFINITIONS

For all effects and purposes of this Reservation Contract, and without prejudice to other qualifications, denominations or definitions herein indicated, the following terms shall have the following meanings:

- a) **Reservation Deposit:** A sum to be deposited by the Purchaser in the Escrow at this time. Said sum shall be deemed as the first portion of the payment of the Total Price in the event the Purchase is completed.
- b) **Condominium Development:** A condominium development being built by the Developer on the Parent Estate, which shall be a fenced-in development called Bella Collina, as set out on Exhibit A, which is incorporated herein by this reference.
- c) **Dollar and dollars:** The singular and the plural, respectively, of the currency of legal tender in the United States of America.
- d) **Escrow:** An escrow contract being executed by the Developer and the Reserving Party simultaneously with this Reservation Agreement, with the company Stewart Title, under the terms of clause _____ in this Reservation Agreement, for the purpose of depositing the Reservation Deposit.
- e) **Unit:** The building to be built by the Developer and the Lot on which the building shall be built.
- f) **Parent Estate:** The properties located at Cabo Velas, in the canton of Santa Cruz, district of Cabo Velas, measuring _____ square meters and _____ square decimeters, which are part of the real estates registered at the Public Registry of Property, Mechanized System, Real Property Section, Province of Guanacaste, with registration numbers _____, _____, _____, _____, _____ and _____.

SECOND: RESERVATION DEPOSIT IN ESCROW

The Developer and the Reserving Party have agreed to deposit the Reservation Deposit in an Escrow and to appoint as fiduciary of said Escrow, Stewart Title, who has accepted the appointment, under the terms and conditions of the Escrow contract executed between the Developer and the Reserving Party and Stewart Title, which shall be identified with the name “Bella Collina Escrow.”

The purpose of the Escrow is to receive and hold as fiduciary property the Reservation deposit in order to accomplish the following:

- a) To guarantee and facilitate to the Seller payment for his performance under the terms of the present Reservation Agreement;
- b) To guarantee to the Purchaser the refund of the money deposited in the Escrow in the event that the Developer does not sell the units referred to in this Reservation Agreement.

The Developer acknowledges receipt from the Reserving Party an initial deposit (Reservation Deposit) of _____ dollars (US\$ _____). In consideration of the Reserving Party executing this agreement, delivering the Reservation Deposit to the Developer, participation at the Project Event is hereby reserved for the Reserving Party subject to the terms and conditions contained in this agreement and the availability of inventory.

The Reserving Party must receive a receipt for the Reservation Deposit from the Escrow Agent. Control of the Reservation Deposit shall be governed hereby and by the Escrow Agreement. The Developer may name another escrow agent to hold Reservation Deposit (in which case the Reservation Deposit will be transferred to that other agent upon Developer’s written direction). If the Reserving Party signs the

Purchase Agreement, the Reservation Deposit shall be turned to Developer and credited against the initial deposit required under the Purchase Agreement. The Escrow Agent named above will not release the Reservation Deposit except (i) as provided in this paragraph; (ii) as stated in the Escrow Agreement, or (iii) to Reserving Party, if the Developer or the Reserving Party cancels this Reservation Agreement.

The reserving Party acknowledges that the total number of Priority Reservations assigned may exceed the number of available residence and that the assignment to the Reserving Party of a Priority Reservation does not guarantee that the reserving Party will be given an opportunity to purchase a units(s).

THIRD: RIGHT OF THE DEVELOPER

The Reserving Party recognizes that this Reservation Agreement is a reservation solely with respect to a proposed Condominium; and accordingly, this reservation Agreement is not an agreement to sell any unit(s), nor does it confer any lien upon or interest in any unit(s) or on the proposed Condominium property. The developer may take any action and record any document pertaining to any units and the Condominium property as developer may wish.

Nothing herein shall be constructed as imposing any obligation, contractual or otherwise, upon the Reserving Party to purchase, or upon the Developer to sell, any property at the Project or the whole property. At any time before a fully executed Purchase and Sale Agreement between the developer and the Reserving Party is delivered to the Escrow Agent, either party may terminate this Agreement as herein provided without incurring liability to the other, however, the developer does not intend to terminate this Agreement unless the Developer retracts the offering. In such event the deposit will be refundable to the reserving Party.

FOURTH: ASSIGNMENT AND ADVERTISEMENT

The Reserving Party shall not be entitled to assign this reservation Agreement or its rights hereunder without the prior written consent of Seller, which may be withheld with or without cause (and even if Developer's refusal to grant consent is unreasonable). To the extent that Developer consents to any such assignment, said consent may be conditioned in any manner whatsoever, including, without limitation, charging an assignment or transfer fee. Without limiting the generality of the foregoing, Reserving Party shall not, without first obtaining the prior written consent of the Developer (which may be granted or withheld in Developer's sole and absolute discretion) advertise, market and/or list the unit(s) for sale or resale, whether by placing an advertisement, listing the unit with a broker, allowing the unit to be listed on the Multiple Listing Service or otherwise.

FIFTH: REFUNDABLE DEPOSIT

The deposit made under this reservation shall be refundable until such time as a Purchase and sale Agreement for the purchase of the residence has been executed by the Reserving Party and the Developer and all other governmental requirements have been complied with. The deposits shall be returned to the Reserving Party if for whatever reason this Agreement is terminated by either Party before the execution of a Purchase and Sale Agreement, provided that a cancellation form is filled out by the Party seeking cancellation and submitted to the Developer's Sale Specialist in order to start the refund process. If the Purchase and Sale Agreement is executed, the Reservation Deposit shall be deemed as the first portion of the payment of the Total Price.

SIXTH: INTEREST

It is mutually agreed that no interest shall accrue for the duration of the Reservation Agreement and until such time as the Closing.

SEVENTH: COMMISSION

The reserving Party is represented by _____(insert “none” if Reserving Party is not represented by a broker), who is a licensed real estate agent or broker (the “Broker”). If Reserving Party has written “none” in the space provided above, the Reserving Party is representing that the Reserving Party is not represented by a Broker, and acknowledges that no commission will be paid to any such representative later introduced to the transaction by the Reserving Party. The reserving Party will indemnify and hold the Developer harmless from any claims made for commission by any such Broker or representative.

EIGHTH: ARBITRATION

All disputes that arise from this Reservation Agreement, its execution, liquidation or interpretation shall be settled by arbitration, in accordance with the Rules of Arbitration of the Reconciliation and Arbitration Center of the Costa Rican Chamber of Commerce, to whose norms the parties unconditionally submit themselves. The arbitration tribunal shall be made up of three members, and shall lawfully decide. The Reconciliation and Arbitration Center of the Costa Rican Chamber of Commerce shall be the entity in charge of administering the arbitration process and of appointing the arbitrators, in accordance with the provisions of said Rules.

NINETH: DIVISIBILITY

Should any section of this Reservation Agreement be found to be invalid or illegal, it will be deemed as not having been agreed upon; but the legality and validity of the rest of the Reservation Agreement will not be affected or limited by said omission.

TENTH: PRINCIPLES IN FORCE

Both parties commit themselves to respect and comply with the provisions and bylaws in force in the Costa Rican legislation, as well as the elemental principles of Equity and Good Faith.

ELEVENTH: LEGALLY BINDING

The Developer and the Reserving Party are perfectly aware of the legal scope of the commitments made in this Reservation Agreement.

TWELFTH: NOTIFICATIONS

The addresses to which notifications under the Reservation Agreement shall be sent are:

The Developer: _____.

The Reserving Party: _____.

THIRTEENTH: ESTIMATE FOR FISCAL EFFECTS

The present contract is estimated for the sum of \$_____ (Reservation Deposit)

FOURTEENTH: AMENDMENTS

This Reservation Agreement may only be amended in writing with the consent of both parties; nonetheless it can be cancel totally by any parties before the Purchase and Sale Agreement is executed.

In witness to the above, the parties sign two originals, one for the Developer and one for the Reserving Party, both with the same value as proof, in the city of _____, at _____ hours of this _____ day of _____, 2006.

Rivali Development Group, Sociedad Anónima
The Developer

The Reserving Party

BELLA COLLINA ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of the _____, day of 2006, by and between _____ ("Seller"), with an address at _____, and _____ ("Purchaser"), with an address at _____, Seller and Purchaser are sometimes collectively identified as the "Parties". The Parties hereto mutually desire to name STCR (COSTA RICA) TRUST & ESCROW COMPANY, as the Escrow Agent, to provide the services described herein, with an address at 11 Avenue, 13-15 Streets, Edificio Teral II, Third Floor, Barrio Amón, San José, Costa Rica

- 1) The real property which is the subject of this Agreement is located in _____, _____, Costa Rica (the "Property").
- 2) The Parties mutually desire to create an escrow account with Escrow Agent for the purpose of receiving, holding, administering and distributing the funds deposited as required herein (the "Escrowed Funds"), subject to the terms and conditions set forth below.
- 3) The sums indicated in Exhibit A shall be deposited with Escrow Agent by wire transfer. Escrowed Funds shall be deposited into the STCR (COSTA RICA) TRUST & ESCROW escrow account at Banex Bank, (the "Escrow Account"). The wiring instructions are as follows:

International transfers of escrow funds:

Bank name: CITIBANK N.A.
Address: 101 Wall Street, New York, N.Y.
Account number: 36071521
Account name: Banco Banex S.A., San José, Costa Rica
ABA: 021000089
S.W.I.F.T.: CITIUS33
Final Beneficiary: STCR COSTA RICA TRUST AND ESCROW COMPANY LIMITED S.A.
Address: Avenida 11, calle 13 y 15, Edificio Teral II, San José Costa Rica
Account number : 29903-02

(Add an additional \$27. 25 to total amount transfer due to international bank commission fees)

Local transfers of escrow funds:

Banco Banex
Cuenta Empresarial: 29903-02
Cuenta Cliente: 1040000299030228
STCR COSTA RICA TRUST AND ESCROW COMPANY LIMITED S.A.

- 4) Escrow Agent hereby agrees to act as Escrow Agent hereunder, and to hold and disburse the Escrowed Funds in accordance with the provisions of this Agreement.
- 5) As payment for the services performed by Escrow Agent pursuant to this Agreement, Purchaser hereby agrees to pay directly to Escrow Agent, on or before the date of closing the transaction described herein, an amount equal to \$227.00

- 6) Disbursement Instructions. Escrowed Funds shall be disbursed pursuant to the Disbursement Instructions shown on Exhibit "A", attached hereto and made a part hereof for all purposes, and subject to the terms of this Agreement.
- 7) Banking Procedures.
- a) The Escrow Fund shall be deposited in an Escrow Business Account opened by the Escrow Agent at a Bank selected by the Escrow Agent.
 - b) Neither the Depositor nor any intended payee shall be entitled to earn or receive any interest from the Escrow Fund.
 - c) The Escrow Funds shall not be insured by any governmental or quasi-governmental institution or by Escrow Agent (Costa Rica does not have FDIC-like depositor insurance).
 - d) The Escrow Agent shall not disburse any funds until it has received final credit for any funds deposited in the Escrow Fund.
 - e) If the Purchaser fails to provide any documentation required by this agreement or by the disbursement instructions, the Escrow Agent shall not be liable for any delay in disbursement, including, without limitation, any amounts payable to third parties.
 - f) Purchaser shall reimburse Escrow Agent for all wire fees, bank service fees, international calls, facsimile transmissions, express mail or delivery services, or other services, or out-of-pocket fees and expenses incurred hereunder.
 - g) If funds are going to be wired from a corporate account, satisfactory proof as to the respective representation will be required as well as the signature of such representative authorizing the disbursement. (A copy of the representative identification shall be attached)
 - h) If funds are wired by third party, such third party shall deliver to Escrow Agent a release instructions letter for the use of funds pursuant to this Escrow Agreement. Said letter shall be signed by the same person/entity that appears in the bank statement as the sender of the funds.
 - i) Checks above \$5,000.00 (five thousand dollars) are not allowed.**
- 8) Escrow Agent will not disburse any Escrow Funds until Depositor has provided: i) satisfactory samples of signatures of all parties executing instruments in connection with the escrow; ii) an Escrow Application; iii) Required documents as indicated in Exhibit C; iv) evidence of Depositor's identity satisfactory to Escrow Agent, v) All other requirements pursuant to this Escrow Agreement. If Depositor is a legal entity, Depositor must provide Escrow Agent with satisfactory evidence that such legal entity is valid and in good standing, including, but not limited to, an identification number, and that the persons executing and delivering any documents or instructions in connection with the escrow are authorized to do so.
- 9) In the event any dispute arises with regard to these Escrowed Funds, and/or if Escrow Agent deems it necessary to do so, Escrow Agent shall have, and is hereby granted, the right, at its' sole discretion to deposit such funds in the registry of a court having jurisdiction over the disputed matter as noted herein below in section 9.C., and deduct from the deposit Escrow Agent's fees and costs, including court cost and attorney fees for the same.
- 10) The Escrow Agent shall not be liable for anything that it may do or refrain from doing in connection herewith except its own gross negligence or willful misconduct. The Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of any escrow established pursuant to this Agreement, or any documents, instructions or directions received by the Escrow Agent hereunder; and, the undersigned Parties agree to indemnify, protect, defend and hold the Escrow Agent harmless from all losses, costs, damages, liabilities, expenses, and attorneys' fees suffered or incurred by the Escrow Agent as a result of any and all claims asserted against the Escrow Agent with respect to any act or omission by the Escrow Agent taken in good faith in any and all matters covered by this Escrow Agreement in accordance

with the instructions or directions set forth herein, except as caused by the Escrow Agent's gross negligence or willful misconduct.

11) Miscellaneous Provisions.

a. Business Day. The term "business day," as used herein, shall mean any calendar day that is not Saturday, Sunday or legal holiday.

b. No Oral Modification. This Agreement may not be modified, amended or altered except by an agreement in writing signed by the Parties and acknowledged by Escrow Agent.

c. Governing Law. This Agreement has been prepared, is being executed and delivered, and is intended to be performed in the Republic of Costa Rica, and the substantive laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue of any case or controversy arising under or pursuant to this Agreement shall lie in San José, Costa Rica.

d. Notices. Any notice required or sought to be delivered hereunder shall be deemed delivered to:

Escrow Agent: Fax 506-2227936, attention ORLANDO LOPEZ/ESTEBAN RODRIGUEZ.

Seller:

Purchaser:

e. Payment. All payments required to be made by Escrow Agent under this Agreement shall be made within 4 business days of Escrow Agent's receipt of notice.

By the execution hereof, the undersigned Parties fully agree to the terms of this Agreement.

Executed this the _____ day of _____, 2006.

SELLER(S):

PURCHASER(S):

Seller's I.D. #

Purchaser's I.D. #

STCR (COSTA RICA) TRUST & ESCROW CO. S.A., As Escrow Agent

Orlando Lopez
General Manager

EXHIBIT A

DISBURSEMENT INSTRUCTIONS

RESERVATION DEPOSIT: US\$ 5,000.00

Reservation deposit sole purpose is to reserve a position to purchase, not a particular lot, pursuant terms and conditions of the reservation agreement. This deposit is unconditionally refundable at any time, upon unilateral request by the PURCHASER/DEPOSITOR, by any written means

All payments are to be made by bank wire to the account of Escrow Agent and are payable in United States Dollars.

EXHIBIT B

DEPOSITOR/PURCHASER INFORMATION

DEPOSITOR:

Name: _____

Occupation: _____

Passport Number: _____

Address:

Phone: _____

Fax: _____

Email: _____

Amount of transaction: _____

Date of closing: _____

Bank References _____

EXHIBIT C

DISBURSEMENT POLICIES AND DOCUMENTS REQUIRED

DOCUMENTS REQUIRED TO OPEN ESCROW ACCOUNT

1. Client Information completed and signed. **Due to bank regulations we are not allowed to receive funds without having the Escrow Documents duly signed and received at our offices.**
2. Copy of governmental I.D. or passport (applicable to individuals and legal representatives of corporations).
3. If depositor is a corporation: sufficient documents of legal representative (showing legal capacity to act on behalf of the company, such as bylaws, power of attorneys, etc.), and copy of corporate I.D.
4. If money was deposited through wire transfer: copy of the wire transfer receipt (add an additional \$27. 25 to total amount transfer due to international bank commission fees)

DISBURSEMENT POLICIES

1. **Completion of Wire Transfers – Four (4) days prior to proposed closing date.**
2. **Legal Documents/Transactional information provided to STCR – Seven (7) days prior to propose closing date or closing date could be subject to change.**
3. **Closing date is subject to change if these requirements are not met.**