

© Lic. José Juan Sánchez – 2010 Template version
Contract for Purchase and Sale of Private Property P1 of 4
CONTRACT FOR PURCHASE AND SALE OF PRIVATE PROPERTY

The undersigned:

A) id residing in
hereinafter for the purpose of this Agreement designated the **"Seller"**, and
B) US passport number residing in
or his/her assignee/s, hereinafter designated the **"Buyer"**, and all of the above hereinafter designated collectively the **"Parties"**,
have agreed upon the undergoing Contract for Purchase and Sale of Private Property, hereinafter the **"Agreement"** or
"Contract", to be regulated by articles 627 to 834, 1022 to 1044 and 1049 to 1099, ancillary and connected of the Civil Code of
Costa Rica and 411 to 489 ancillary and connected of the Code of Commerce of Costa Rica, applicable Law and the following
covenants:

1. **Property:** Wherein the Seller is sole and legitimate owner of a real estate property described as follows:
.....; hereinafter the **"Property"** or **"....."**, Title Registration Number **Puntarenas Section** -
000, (hereinafter attached as Exhibit **"Title"**), described in the Title Deed as land for, Location District Jacó,
County Garabito, Province Puntarenas, Boundaries North, South East and, West, Surface Area of
..... square meters, according to Cadastral Survey Number ... -
(hereinafter attached as Exhibit **"Survey"**) with annotations: under Registry Data Entries .../..... and .../.....,
hereinafter the **"Annotations"**.

2. **Intention to Purchase/Sell:** The Seller intends hereby to sell the Property to the Buyer, and the Buyer intends hereby to
purchase the Property from the Seller, totally free from any liens, claims, obligations, encumbrances, annotations or third party
possessions, with Municipality and Real Estate taxes and fees and utilities' fees up to date, and under the terms, conditions,
contingencies, rights and obligations established in this Contract.

3. **Sale's Price:** The Sale's price is the sum of dollars United States of America currency
(USD.....), hereinafter the **"Purchase Price"**, to be paid by Buyer to Seller as follows.

3.1 **Initial Payment:** Upon execution of this Agreement between the Parties, the Buyer pays the sum of
..... dollars (USD.....) hereinafter the **"Initial Payment"**, by way of transferring
funds to transaction Trust Account Agent:, according to wire transfer instructions indicated
below under Exhibit Three.

a) This sum shall be applied as part of the Purchase Price, and grants to the Buyer the exclusive option to purchase the
Property, hereinafter the **"Option"**, which shall be exercised under the terms hereto.

b) This Initial Payment shall either be: i) applied to the Purchase Price at Closing Date, or ii) retained by Seller as total damages
and losses in case of failure by Buyer to pay the balance of the Purchase Price.

3.2 The balance of thousand dollars (USD.....), shall be paid by Buyer to Seller, at a date not later than
..... th year, hereinafter the **"Closing Date"**.

3.3 **Method of Payment:** Payments shall be made by wire transfer from the Buyer's account into the Seller's designated account
or by local bank certified cashiers check to the order of Seller or as properly instructed by Seller.

3.3 **Method of Payment:** Payments shall be made by transfer of funds to Seller's designated Trust Account Agent in Exhibit
Three below and pursuant to article 1342 and concurrent of the Civil Code of Costa Rica.

3.4 **Transfer of Ownership:** The Parties agree and understand hereby, that the Seller is categorically forbidden to execute any act
or enter into any other agreement with a third party, which may directly or indirectly compromise or hinder the validity or success
of this Contract. Ownership of the Property shall convey at Closing Date upon effective and total payment of the Purchase Price
as set hereto, from Buyer to Seller and execution of the Property Transfer Deed on the Notary Public Indentures' Book
"Protocolo" or transfer of the shares of the Holding Company.

3.5 **Form of Price:** the Purchase Price is flat and consequently not subject to adjustment in case of any change or alteration on
the surface area, with the assumption that the Registered Survey is correct. However if the difference is over ten percent (10%)
the Parties shall prorate the price difference. If the resulting decrease in the surface makes the use of the Property technically
impossible by the Buyer, or the increase of the purchase price is over ten per cent (10%) the Purchase Price shall be
renegotiated bilaterally under terms of equity and reciprocity, or the Contract rescinded and/or cancelled with sums refunded and
no further damages to the Parties.

3.6 **Assignment:** The Buyer has the right, at Buyer's sole discretion, to assign the Rights and Obligations of this Agreement to a
third party with previous notification to Seller as set forth hereto.

Initials: Seller

Buyer

Counsel

© Lic. José Juan Sánchez – 2010 Template version

Property Purchase and Sale Agreement P2 of 4

3.7 Survey: The Parties hereby agree that the Buyer shall have the right to hire a surveyor, at Buyer's expense, to verify the Lot's area and boundaries and the Survey's accuracy. In case of a substantial discrepancy between the Survey and/or Title and the verification survey, adverse to any Party's interest, the Parties shall renegotiate the Purchase Price bilaterally under principles of equity, mutual benefit and reciprocity, or the Contract rescinded and/or cancelled with sums refunded and no further damages to the Parties.

4. Down Payment/s and Trust Account Agent:

4.1 In case the Purchase and Sale transaction cannot be executed successfully, for reasons attributable to Seller: for example a third party claim against the Property or title defects; all funds paid by Buyer to Seller shall be reimbursed to Buyer, and Seller shall be responsible for any damages and losses, reasonably and demonstrably caused to the Buyer. The Buyer shall have the option to execute the transaction through consignment procedure with the Judge of the Property jurisdiction, by depositing the balance of the Purchase Price in the court bank account pursuant to article 1066, 1070 and concurrent of the Civil Code of Costa Rica and 25, 420 8), 889, 698 and concurrent of the CR Civil Proceedings Code. The Parties waive hereby the Arbitration Exception under this scenario.

4.2 In case the Purchase and Sale transaction cannot be executed successfully, for reasons attributable to Buyer: for example lack of funds or ineffective payment of the Purchase Price, either totally or partially, on the dates and method established hereto; all funds paid by Buyer to Seller, or held in Mutuum, including but not limited to the Initial Payment, shall become entirely property of the Seller as total compensation for damages and losses.

4.3 Accordingly the Trust Account Agent with business offices in Costa Rica, email:@.....com, agrees to reinstate the sums transferred under the terms and conditions established in this Contract and pursuant to articles 1342 to 1347 and concurrent of the CR Civil Code.

5. Guarantees and Deliveries by Seller: The Seller hereby makes the following guarantees and deliveries to Buyer, regarding the conditions on the Property:

5.1 a) That the Property shall be free and clear from all and any type of claim from any third party, encumbrance, mortgage, lien, liabilities, possessions or annotations including but not limited to any squatters, labor, employee or tenant rights' claim, Social Security, Municipal or Tax Administration fees or dues. b) That the Property has full and unrestricted road access through the public street and is excluded and safe from flood's areas. c) That the Property has access to public utilities' services on a client request and compliance basis, with the Public Provider. d) That Seller has exercised the ownership rights and has possessed the Property in good faith legally, publicly, and continuously without any legal challenges.

5.2 a) That the Shares of the Holding Company are totally free and clear of any dividends, distributions, liens, obligations, claims, restrictions, encumbrances or annotations. b) That the Holding Corporation is totally free and clear of any liens, obligations, claims, restrictions, encumbrances or annotations.

5.3 That the Holding Company has not been part of any administrative nor judicial process including claims, denounces, accusations, investigations, lawsuits or any other contentious processes. Neither has been notified or served any documents of such nature.

5.4 The Seller shall deliver to Buyer on or before Closing Date, the following documents, all of which shall be in form and substance acceptable to Buyer and/or Buyer's counsel:

a) Certification issued by the local Municipality indicating the Property and Seller are current with the real estate taxes on the Property.

b) Uso de Suelo: soil use certification issued by the Zoning Department of the local Municipality, indicating any restrictions or lack of restrictions for the intended use of the Property.

c) Registered Survey for the Property with the Municipality seal "Visado"

d) Certifications from the respective Costa Rican authorities: Dirección General de Tributación Directa, Caja Costarricense del Seguro Social (CCSS), Instituto Nacional de Seguros (INS) indicating that the Holding Company is current and/or free of any: income or national taxes, social security payroll taxes and workers' compensation liability insurance.

e) Affidavit by the Seller stating that the Holding Company and its shares, are totally free and clear of any dividends, distributions, liens, mortgages, claims, denounces, liabilities or obligations, and that the Holding Company has not been served neither notified of any administrative or judicial process of such nature.

6. Possession and Inventory: a) There are no third party possessors on the Property and the Property is vacant and free. b) In compliance with this Agreement, the Buyer or Buyer's agent, may obtain permission from Seller, to enter the Property, in order to perform any due diligence as required for the success of the transaction.

Initials: Seller Buyer Counsel

LIC JOSE JUANSANCHEZ
ABOGADO COD# 7353
50626432386
WWW.CRLAW.COM

© Lic. José Juan Sánchez – 2010 Template version

Contract for Purchase and Sale of Private Property P3 of 4

c) At Closing Date the Seller shall deliver, allow and permit full and unrestricted possession of the Property by the Buyer or Buyer's assigns. d) There are no inventories on the Property.

7. Easements, Access, Utilities, Maintenance and "As Is" Basis: The Parties agree hereby on the following terms:

7.1 Access: the Property has access to the public street.

7.2 Water and Electricity: the Property has access to water and electricity from the local public provider on an interested Party request and compliance basis.

7.1 Access Easement: a meters width (.....) access easement is to be located between the Property and the Mother Property, to serve the Parcel, the Mother Property and any subsequent subdivisions thereto.

7.2 Water Easement: a well and a two inches pipe easement, is to be located on the Parcel to serve the segment of the Mother Property where lives and described in the Recorded Survey number, subject to the condition that the easement is to serve as long as lives in such property.

7.3 Water/Green Areas Maintenance: the Buyer agrees and accepts to pay to the corporation or its assigns, a Home/Property Owners Association Green Areas' Maintenance and Water fee of USD..... dollars per year, due on first quarter of each year and commencing with fraction of the current year thereof.

7.4 Electricity:

7.5 As is: The Buyer agrees and accepts the Property on an **as is** basis, and without access through the Public Street. Such access shall be the sole responsibility of the Buyer and/or as per mutually agreed upon between the Parties or Property's adjacent neighbors on a case basis.

8. Closing Costs: The Parties assume the transaction's costs in the following manner:

8.1 The Seller is responsible to pay a five per cent (5%) commission of the Purchase Price to the Real Estate Broker Company:

8.2 The Seller and Buyer are responsible for paying equally the Lawyer/Notary Public Fees and the Property real estate transfer taxes and Registry fees and tax stamps, pursuant to title transfer.

8.3 Any other costs and expenses involved in this transaction, shall be borne by the respective Party incurring such costs or expenses.

9. First Right of Refusal: na.

10. Confidentiality and Third Parties: The Parties acknowledge and agree that the information contained in this Agreement, is categorically of a private nature, and that its exposure or dissemination to non authorized third parties, may result in a direct or indirect damage and/or loss to the rights and/or interests of one or all the Parties, and therefore shall not reveal to non legitimized third parties, any information related with the subject matter of this Agreement without the previous agreement in writing from the other Party. Accordingly, the Parties accept not to engage nor contact with third non related parties, in respect of the subject matter of this Agreement, who may directly or indirectly affect, adverse or hinder the success or result of this Agreement and transaction. Professional counselors, advisors and consultants are excluded from this provision.

11. Force Majeure and Act of God: None of the Parties shall be regarded in default and held liable for any act, deed and/or lack of due diligence performed or not performed as a direct or indirect result of causes reasonably beyond the control of the non complying Party including but not limited to: civil and national war, insurgency, riots, strikes and looting, unforeseen Governmental action arising out of public order and law enforcement action, shortages, the public enemy, terrorism, extortion and kidnapping, electronic crime, frivolous judicial action started by third and alien individuals against the non complying Party, a health condition and/or situation disabling and/or hindering one of the Parties, dispute, disagreement and/or litigation between the Parties, nuclear and toxic accidents, fires, hurricanes, storms, floods, tsunamis, earthquakes and other natural disasters reasonably out of the non complying Party's knowledge and/or control; a non complying Party under the stress of one of the events set forth hereto, shall communicate and demonstrate to the other Parties, such situation and conditions as soon as possible, shall propose an alternative course of action to remedy and cure the consequences of such non compliance and/or to remedy same within a reasonable period of time and must not imply bad faith or intent, in order to benefit from this exclusion to liability. Provisions of articles 201 and concurrent of the CR Civil Proceedings Code and 702, 703 and concurrent of the CR Civil Code apply as supplemental rules wherein this Clause is void and/or silent.

12. Disagreement: Any conflict, dispute or disagreement, arising as a result of the interpretation, execution, breach, termination or liquidation of this Agreement, is to be settled through arbitration under the Center for Conflict Resolution of the Costa Rican American Chamber of Commerce in San José, Costa Rica, with unconditional submission to its norms and regulations as

Initials: Seller Buyer Counsel

© Lic. José Juan Sánchez – 2010 Template version

Property Purchase and Sale Agreement P4 of 4

applicable at the moment of the conflict. The Parties waive hereby the Arbitration Exception in case of Forced Property Sale and Contract Performance in case the Seller refuses to sell the Property to the Buyer with no evident and legitimate justification.

13. Miscellaneous: This agreement nulls and substitutes any previous agreement on the same subject matter between the Parties. The Parties may amend or addition this Agreement upon mutually beneficial written agreement.

14. Communications: The Parties designate the following co ordinates for communications inter se, and pursuant to article 22 and concurrent of the CR Law of Judicial Notifications N°8687:

a- Seller:

Tel: +

Fax: +

Email:

Street Address: the same as shown on identification paragraph.

b- Buyer:

Tel: +

Fax: +

Email:

Street address: the same as shown on identification paragraph.

c- with a copy to:

Tel. +506/.....

Fax. +506/.....

Email or as secondary address.

Street Address:, Costa Rica, 61101.

IN WITNESS THEREOF the parties have agreed upon this agreement and execute it in three samples in the place and date below. The Parties shall UPS notarized copies of this Agreement with transaction attorney, for exchange and reference purposes.

Place/date

Place/date

The undersigned: the above signature/s is/are authentic and act of deed of Same place and date.

X

Lic.

seal

The undersigned:, Notary Public of, hereby certify that the above signature/s of is/are authentic and act of their deed. Same place and date. My Commission Expires

X

Notary Signature

seal

EXHIBIT 1: ELECTRONIC TITLE REPORT.

EXHIBIT 2: SURVEY.

EXHIBIT 3: Wiring Instructions and Trust Account Agent.

Initials: Seller Buyer Counsel