

PURCHASE OPTION AGREEMENT

This Purchase Option Agreement is made by and between Norman Brooks, of legal age, married once, retired, United States Citizen with passport number 505465655 in his capacity as founding partner with full power of attorney without limitation of amount of ALEGRIA ECOLOGICA SAN MATEO S.R.L., corporate identification number 3-102-752209, company hereinafter and for the purposes of this contract referred to as DEVELOPER, and [REDACTED] of legal age, (MARITAL STATUS), (OCCUPATION), (COUNTRY OF CITIZENSHIP), (PASSPORT OR COSTA RICAN CEDULA OR RESIDENCY CARD NUMBER), hereinafter referred to as the OPTIONEE.

Whereas,

- **DEVELOPER** is in the business of development of real estate.
- **DEVELOPER** is currently in the initial stages of designing and developing a project, which will be mainly residential but may include also commercial purposes (hereinafter the “Development Project”), on two pieces of property registered at the Costa Rican National Registry under folio real registration numbers 2-500034-000 and 2-500035-00 located in the First District (San Mateo), of the Fourth County (San Mateo), of the Province of Alajuela, Costa Rica (hereinafter, jointly referred to as the “Property”). It is understood by the **OPTIONEE** that the Development Project may end up being developed on only portions of the Property and not on it as a whole, as portions of it may be segregated and not form part of the Development Project and that other pieces of property may, at **DEVELOPER**’s discretion, be added as part of the Development Project. It is also understood by the **OPTIONEE** that the Development Project may be executed either in the form of a condominium or as individual non-condominium lots, at **DEVELOPER**’s discretion. The current projected project schedule is attached in Addendum A and the schedule may change based on development needs.

- According to the Development Project’s preliminary projections, the Development Project is intended to include, without limitation, multiple lots ranging from approximately 250 (two hundred and fifty) square meters to over 5,000 (five thousand) square meters each. **One** of such lots, in category **A**, within **EI Corazón** neighborhood of the Development Project, is the object of this Purchase Option Agreement (hereinafter referred to individually as the “Lot”).
- **DEVELOPER** has explained to **OPTIONEE** and **OPTIONEE** has fully understood that the Development Project is currently in its early design and planning stages and hence, the preliminary plans depicting the Development Project, as well as all other documents and sketches that **DEVELOPER** may have presented **OPTIONEE** on the matter, are still preliminary and as such are subject of being substantially modified by **DEVELOPER**.
- **OPTIONEE** desires to enter into this agreement in order to have an early selection of desired Lot, and understands that the main reason why **OPTIONEE** has access to such priority selection is because of the early stage of the the Development Project. Therefore, **OPTIONEE** desires to enter into this Purchase Option Agreement before the Lot has been individualized (meaning that the Lot has not been segregated nor registered at the National Registry) and before more specific details on the Development Project exist.
- **DEVELOPER** desires to grant to **OPTIONEE** an option to purchase the Lot upon the terms and conditions set forth herein, and **OPTIONEE** desires to accept such option.

FIRST: OPTION TO PURCHASE.

DEVELOPER hereby grants to **OPTIONEE** an option to purchase the Lot upon all of the terms, covenants and conditions set forth herein (hereinafter the “Option”). The Option is, at this time, without transfer of domain (in Spanish, “*sin traspaso de dominio*”).

OPTIONEE expressly consents to this Option with the understanding that the only individual characteristics of the Lot that are currently known by the parties are the category of Lot, indicating approximate area, and the fact that the Lot will be located within neighborhood **El Corazón** of the Development Project. **OPTIONEE** recognizes that the Lot and conceptual and Final Master Plan may change materially during the development process. **OPTIONEE** will have the opportunity to choose the Lot in the herein mentioned neighborhood within the Development Project according to the category of lot the **OPTIONEE** has selected. **OPTIONEE** hereby elects to reserve Lot number [REDACTED] as defined in the Master Plan dated [REDACTED]. **OPTIONEE** recognizes that the details of the lot may change materially during the final permitting and individualization process. If **OPTIONEE** wishes to change lots the **OPTIONEE** will be able to select from the remaining lots which have not been reserved.

Therefore, **OPTIONEE** further declares that **OPTIONEE** will purchase the Lot at closing with the characteristics contained in the Development Project's Final Master Plan and in the Development Project's maps, as drafted and created by **DEVELOPER** and as approved by the corresponding authorities.

The Lot shall be transferred to **OPTIONEE** at closing, free from any liens, encumbrances and annotations, except for the ones currently registered for the Property at the Costa Rican Public Register and/or those required to develop the Development Project, per **DEVELOPER**'s discretion.

SECOND: TERM.

Once the Lot is individualized and, in a condition to be transferred to the **OPTIONEE**, and all the corresponding permits legally required for its transfer have been granted, **DEVELOPER** will notify **OPTIONEE**.

Closing, understood as the transfer of the Lot to the **OPTIONEE**, will take place exclusively no later than fifteen calendar days after the Lot has been individually registered at the Costa Rican Public Register (the "Closing Period"). Nonetheless, both

parties will be subject to the terms and conditions of this agreement starting on this day and until the Closing Period is over. If any of the parties chooses to terminate this agreement before the Closing Period is over, it will be subject to the terms and conditions of the Liquidated Damages Clause of this agreement.

OPTIONEE commits to sign the transfer public deed at Closing. Closing must take place during the Closing Period.

DEVELOPER has projected that the Lot will be individualized and in a condition to be transferred to the **OPTIONEE** in the month of December, 2019, at which time the beginning of construction of the Development Project is also projected, but the **OPTIONEE** understands this is just a projection, and, as such, is subject to substantial variations, which may possibly advance or delay such date. Therefore, Closing, and consequently the term of this agreement can be extended by **DEVELOPER** at its sole discretion, without affecting in any manner this agreement or constituting breach by **DEVELOPER**, by giving **OPTIONEE** notice with no less than one month in advance of the new corresponding Closing date.

THIRD: DEVELOPER'S RIGHTS AND OBLIGATIONS:

- 1) **DEVELOPER** promises to sell and deliver the Lot to **OPTIONEE** according to the terms and conditions of this agreement.
- 2) **DEVELOPER** will develop the Development Project at its sole and entire discretion, making its best effort to comply with the general conditions established herein. Nonetheless, **DEVELOPER** has the exclusive right to modify the Development Project or even cancel it (under the consequences indicated in the Fifth Clause below).
- 3) **DEVELOPER** projects to provide the Development Project with the common areas and amenities detailed in Addendum B including: internal roads, buried electricity connections, water connections, telecommunication systems

connections (for fiber optic internet), common areas such as community center productive farm, pool, yoga deck and walking / biking trails. The parties agree that the Development Project must include all of the items, as described herein; however, the location and design can be modified without affecting in any manner this agreement or constituting breach by **DEVELOPER**. Furthermore, **OPTIONEE** acknowledges that all documents, including but not limited to possible plans, blueprints, site maps, and lay-outs presented at any time by **DEVELOPER** to **OPTIONEE** are not definitive, and are subject to changes, as well as that any dimensions are approximate and that there also may be modifications to construction areas and terms as a result of changes in the Development Project's Final Master Plan, urban-planning law, local development plans, municipal directives, practical issues or any other regulations that could potentially require **DEVELOPER** to make changes to that which is purchased herein.

DEVELOPER will deliver to **OPTIONEE** the Lot in category **A**, with an approximate area of **> 3000** square meters, within **El Corazón** neighborhood of the Development Project. Nonetheless, both parties hereto accept that the final area of the Lot could change based on the Development Project's Final Master Plan, the **DEVELOPER**'s development decisions and strategy and/or the requirements of the authorities that will grant the corresponding permits. Therefore, the parties agree that if the **OPTIONEE** chooses to change its lot category or neighborhood prior to Closing Date, **OPTIONEE'S** position in the Lot Selection will adjust to the current position available for the newly selected category. If an additional deposit is required it will be due immediately upon the change. There will be no refund of deposit unless it exceeds the total lot value.

- 4) **DEVELOPER** declares that it has no knowledge regarding any claim made by third parties that might affect, directly or indirectly, in present or in future, the Property.

FOURTH. OPTIONEE'S RIGHTS AND OBLIGATIONS:

- 1) **OPTIONEE** commits to purchase the Lot according to the terms and conditions of this agreement.
- 2) **OPTIONEE**, declares that if desired, it has visited the Development Project, it has examined the Property, the surroundings and the access to the Property, it has examined the available sketches and materials on the Development Project, as well as all the other details significant for it and has found them adequate to its requests from all points of view, without any exception.
- 3) **OPTIONEE** commits to pay in a timely manner for the Lot as established herein and to sign the corresponding transfer deed at closing.
- 4) **OPTIONEE** commits, once the Lot is duly registered to its name, to pay a monthly maintenance fee to proportionally contribute to the maintenance, taxes, insurance policies and repairs of the common areas and other amenities of the Development Project. The maintenance fee will be established and calculated in accordance to the by-laws and/or applicable instruments, rules and regulations, of the Development Project.
- 5) **OPTIONEE** commits to comply at all times with the Development Project's by-laws.

FIFTH: PRICE AND DEPOSIT.

The total price of the Lot is the amount of US\$ **170,000 (One Hundred and Seventy Thousand,** currency of the United States of America), hereinafter and for the purposes of this agreement referred to as the "Price".

From such amount, **OPTIONEE** will make a good faith deposit, per the schedule below:

a) **\$85,000 (Eighty-Five Thousand Dollars)**. No later than seven natural days after the date of signature of this agreement.

All funds composing this good faith deposit shall be hereinafter and for the purposes of this agreement referred to as the "Deposit".

The rules for the application of the Deposit are the following:

(i) Upon closing, and in the case of full compliance by the parties with the terms and conditions of this contract, the Deposit shall be credited to the Price or;

(ii) If **DEVELOPER** breaches this agreement by reason of default of **DEVELOPER** of the terms and conditions imposed to **DEVELOPER** in this agreement, including but not limited to failure of developing the Development Project with the committed amenities as per Addendum B, and if there has not been any breach by **OPTIONEE** of the terms and conditions imposed to **OPTIONEE** in this agreement, **DEVELOPER** shall be released from the obligation to sell the Lot to **OPTIONEE** and **OPTIONEE** will receive the reimbursement of the full amount of the Deposit, with no interest, as liquidated damages for breach of the contract; in such case, no further or additional compensation or indemnification can be claimed by **OPTIONEE** from **DEVELOPER** for any reason or cause related to this contract.

(iii) In any other case, including but not limited to **OPTIONEE**'s breach of this contract, **DEVELOPER** shall be released from the obligation to sell the Lot to **OPTIONEE** and **DEVELOPER** will receive the 10% of the Deposit as liquidated damages for breach of the contract and have the right to retain the entire Deposit until the lot is resold at which point the remaining 90% of the deposit will be returned to the **OPTIONEE**; in such case, no further or additional compensation or indemnification can be claimed by **DEVELOPER** from **OPTIONEE** for any reason or cause related to this contract;

On the date of Closing, OPTIONEE will make a final payment for the balance of the Price, after application of the Deposit, for the amount of **\$85,000 (Eighty-Five Thousand Dollars)**, currency of legal tender of the United States of America), and the Lot will be transferred to **OPTIONEE**.

The payment of the Price must be made by the means of cashiers' checks with immediately available funds, in United States dollars, drawn on a Costa Rican bank; or by wire transfer to a bank account identified by **DEVELOPER**. Any of these payment instructions may be changed by **DEVELOPER** by giving prior notice to **OPTIONEE**.

Business Name: Alegría Ecológica San Mateo SRL
Cedula (Identification #): 3 102 752209
Currency: Dollars
Client Account Number: 1520100104655281
Swift: BCRICRSJ
Account: 00104655281
Address: AV 0-2 / ST 4-6 San Jose, Costa Rica
Universal ID (UID/CHIPS): 19339
IBAN: CR77015201001046552813

SIXTH: NOTICES.

All notices will be delivered in writing, to the following addresses:

To The DEVELOPER:

Law Firm Of Lang & Asociados, Parque Empresarial Forum, Torre G, Piso 3, Pozos De Santa Ana, San Jose, Costa Rica. Attention: Henry Lang

To The OPTIONEE:

_____. Attention: _____

SEVENTH: DOCUMENTS.

The parties state that all actions, procedures, instruments, documents, payments and consents required for this agreement, as well as the ones incidental to it, have been taken or obtained.

EIGHTH: TOLERANCE.

The possible tolerance by **OPTIONEE** or by **DEVELOPER** of exercising or not exercising their rights according to this agreement in the event of noncompliance by the other party, shall not, in any extent, modify, alter or diminish such rights, which may be exercised by **OPTIONEE** or by **DEVELOPER** (depending on the case) at the moment they consider it appropriate.

NINTH: EXPENSES AND FEES.

The expenses and fees related to Notary Public fees, registration fees, transfer taxes, legal stamps and any other expense necessary for the correct and valid registration at the Costa Rican Public Register of the Lot's purchase deed, will be paid by **OPTIONEE**. The granting of the purchase deed for the Lot will be made in San José, Costa Rica, before the Notary Public that **DEVELOPER** designates for those purposes.

TENTH: NULLITY.

The declaration of nullity or illegality of any of the clauses or stipulations of this contract, by a competent authority, shall not affect the validity, legality and enforceability of the remaining clauses or stipulations.

ELEVENTH: NON-ASSIGNMENT.

OPTIONEE shall not assign this agreement without the previous written expressed consent of **DEVELOPER**. **DEVELOPER** may assign this agreement to a third party at its sole discretion and based on what it considers to be the best structure for developing the Development Project.

TWELFTH: WRITTEN AGREEMENT.

By means of a written agreement, the parties shall be able to: (i) extend any of the terms required for the execution of any of the obligations or other actions contained in this agreement; (ii) correct any inconsistency or inaccuracy in the stipulations of this agreement; (iii) waive any of the parties from complying with any of the obligations contained in this agreement; or (iv) modify in any way this agreement.

THIRTEENTH: GOVERNING LAW AND JURISDICTION.

This agreement is governed by, and shall be construed in accordance with, the laws of the Republic of Costa Rica. Furthermore, both **OPTIONEE** and **DEVELOPER** understand and agree that this agreement is final, binding and supersedes all prior agreements, either oral or written.

Parties agree to discuss and solve all disputes that may arise in connection with this agreement in the Civil Courts of the city of San José, Costa Rica.

FOURTEENTH: "FECHA CIERTA".

The parties authorize any Notary Public of their choice, without requiring any further authorization from any of the parties, to affix the "true date" (fecha cierta) statement to this agreement.

In witness thereof, we sign electronically, on this _____ day of _____, 2019.

OPTIONEE

DEVELOPER