

## PLAYA SAN JUAN RESERVATION AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **PlayaNica**, S.A., whose address is: Apartado 25 Alcaldia Municipal, San Juan del Sur, Rivas, Nicaragua, Tel: 505-568-2544, Fax: 505-568-2527, hereafter referred to as “**Developer**” and \_\_\_\_\_, hereinafter referred to as “**Preferred Purchaser**.”

Whereas, Developer is planning to construct a Condominium-Hotel Resort, located in San Juan del Sur, to be known as **Playa San Juan**; and, Preferred Purchaser desires to reserve the right to purchase a Share (either a Quarter, Half, Three-Quarter, or Full Unit) of a specific Unit of the condominium project, with the selection of a specified Time-Slot(s) as detailed:

- **Time-Slot A:** Months of November, March, and July
- **Time-Slot B:** Months of December, April, and August
- **Time-Slot C:** Months of January, May, and September
- **Time-Slot D:** Months of February, June, and October

The Developer is agreeable, now, therefore, for valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

### I. Reservation of Unit

Preferred Purchaser reserves the right to purchase ONE \_\_\_\_\_ Share (either a Quarter, Half, Three-Quarter, or Full Unit), Unit # \_\_\_\_\_, with the selection of Time-Slot(s) \_\_\_\_\_, for the amount of \$ \_\_\_\_\_ .00 USD, in accordance with the terms and conditions of this Reservation Agreement.

### II. Deposit

Preferred Purchaser shall deliver to either their Real Estate Agency, or the Developer’s North American agent (at the Preferred Purchaser’s sole choice), \$3,500 USD, as a deposit toward the purchase price of the above listed share on the full execution of this Reservation Agreement. The deposit shall be made payable to **First American Title Insurance Company**, hereinafter “**Escrow Agent**.” Escrow Agent shall deposit the escrow money in a non-interest bearing account. For deposits to the Developer's North American agent, see instructions attached hereto.

### III. Formal Agreement

Before making the Share available to any other party, Developer will submit to Preferred Purchaser an **Option to Purchase Agreement**, hereinafter “**Purchase Agreement**,” for the Share. Preferred Purchaser shall have 10 calendar days from delivery of the Purchase Agreement to execute in accordance with the instructions submitted to Preferred Purchaser and return same to the Developer, together with the earnest money deposit required pursuant to the Purchase Agreement. If Preferred Purchaser does not execute and return the Purchase Agreement and deposit as required within ten (10) calendar days, this Reservation Agreement shall be canceled and the Escrow Agent instructed to return the deposit to Preferred Purchaser.

#### **IV. Deposit Converted to Earnest Money**

It is agreed that the Deposit shall be credited toward the earnest money deposit required under the Purchase Agreement for the Share. Developer and Preferred Purchaser will cooperate with Escrow Agent to ensure the Deposit is so credited.

#### **V. Acknowledgments**

Developer and Preferred Purchaser acknowledge and agree to the following:

- a. Final design of Playa San Juan has not been completed and Preferred Purchaser has no rights with respect to the design of the Unit until and as further specified in the subsequent binding Purchase Agreement for the Share (and Unit) between Developer and the Preferred Purchaser.
- b. Either party may terminate this Reservation Agreement at any time by delivering a written notice to terminate to the other party. Upon termination of this Reservation Agreement pursuant to such a termination notice, Developer will instruct the Escrow Agent to return the Deposit to the Preferred Purchaser and thereafter neither party will have any rights or obligations from this Reservation Agreement. If the Preferred Purchaser has chosen their Real Estate Agency as the Escrow Agent, the Preferred Purchaser's sole recourse for return of the deposit is to the Real Estate Agency, as the Developer has no control over the Agency's handling of funds.
- c. Preferred Purchaser understands that this Reservation Agreement is not a contract for sale or transfer of the Share(s) or an offer to sell or transfer or negotiate sale or transfer of the Share(s), and acceptance of the Deposit by Developer shall not create in Preferred Purchaser any equitable rights in the Share(s) or Unit.
- d. Oral representations and agreements are not binding on Developer or Preferred Purchaser. Preferred Purchaser acknowledges that Preferred Purchaser is not relying on any oral representations or agreements of Developer or any agents of Developer (including any sales representatives).
- e. Existing plans and specifications for Playa San Juan and any Units in the Condominium, which Preferred Purchaser may have reviewed, are subject to modification by Developer at any time, including square footage, which is approximate and subject to adjustment based on dimensions shown in final plans.

#### **VI. Succession and Assignment**

Preferred Purchaser shall not have the right to assign, sell or transfer this Reservation Agreement without the written consent of Developer.

#### **VII. Notices**

Any notices permitted or required under this Reservation Agreement shall be in writing, and facsimile transmittal shall be allowed, addressed to the Developer in the address set forth above, and to the Preferred Purchaser at the address set forth under signature. If the Preferred Purchaser consists of more than one (1) person or entity, developer may give any required notice to any of the Preferred Purchasers with said notice being considered delivered to all Preferred Purchasers. All notices shall be deemed delivered upon receipt.

**VIII. Governing Law and Venue**

This Reservation Agreement shall be governed and interpreted by the laws of Nicaragua. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. Venue for any legal action shall be in Nicaragua.

**IX. Entire Agreement**

This Reservation Agreement constitutes the entire agreement between the parties, and no earlier statements or prior written matter shall have any force or effect. This Reservation Agreement cannot be modified, amended, or varied except by written agreement of the parties.

**X. Severability**

If any provision of this Reservation Agreement shall be declared invalid or unenforceable, the remainder of the Reservation Agreement shall continue in full force.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals hereto.

**PlayaNica, S.A., Developer**      **Date:** \_\_\_\_\_

By: \_\_\_\_\_ Authorized Representative

**SALES AGENT:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Agency: \_\_\_\_\_

**PREFERRED PURCHASER(S):** **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Name:** \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Additional purchasers may be added as necessary.

## **DELIVERY AND WIRING INSTRUCTIONS**

In the event that Preferred Purchaser wishes to have his/her deposit held by the Developer's North American agent, the following address or wiring instructions should be used:

### DELIVERY TO PHYSICAL ADDRESS

(Checks payable to: First American Title Insurance Company)

PlayaNica, S.A.  
Apartado 25  
Alcaldia Municipal  
½ Cuadra al Este,  
San Juan del Sur, Rivas, Nicaragua

PLAYA SAN JUAN – C/O Tim Sullivan  
7544 Lurline Avenue  
Winnetka, CA 91306

### DELIVERY VIA WIRE TRANSFER

Bank:	Bank of America 9000 Southside Boulevard Jacksonville, FL 32256
Phone:	(888) 841-8159
Acct. No.	003673428964
ABA No.	026009593
Acct. Name:	First American Title Insurance Company – International Escrow Account
Credit to File #:	E2008-3095NCA (include <u>your</u> last name)