Desarrollos Bahía Papagayo BP S.A.
Papagayo, Costa Rica

RESERVATION AGREEMENT – BAHIA PAPAGAYO

This Reservation Agreement ("Reservation Agreement") is made this _____ day of _____ of _____ (the "Effective Date"), by and between **3-101-940200 SOCIEDAD ANONIMA,** a CR company (the "Developer"), and the following prospective buyers, Developer and Prospective Buyer will be hereinafter referred to as the "Parties".

PROSPECTIVE BUYER ONE

Name/Entity:				
Entity ID/Passport:				
Nationality/Jurisdiction:				
Street/Mailing Address:				
City:		State:		Country/Postal Code:
Home Telephone Number:			Fax Number:	
Email Address:				
Business Telephone Number:			Mobile phone number:	

PROSPECTIVE BUYER TWO

Name/Entity:				
Entity ID/Passport:				
Nationality/Jurisdiction:				
Street/Mailing Address:				
City:		State:		Country/Postal Code:
Home Telephone Number:			Fax Number:	
Email Address:				
Business Telephone Number:			Mobile phone number:	

Prospective Buyer One and Prospective Buyer Two will be jointly identified as the "Prospective Buyer".

BACKGROUND

WHEREAS, - The Costa Rican company Desarrollo Bahía Papagayo BP S.A., with corporate ID number 3-101-865921, is developing the real estate and hospitality project known as "Bahía Papagayo", located in the Papagayo Gulf, Costa Rica, that will include a residential community project known as "Solea Papagayo", known hereafter as the project (the "Project").

WHEREAS - The Project is located within and is part of the concession number 5-2169-Z-000 concession #3 (the "Concession") -as indicated in EXHIBIT A-, registered under the name of Enjoy Hotels & Resorts S.A., which has authorized the Seller to develop the Project at the Concession.

WHEREAS - Enjoy Hotels & Resorts S.A. will transfer the Concession to Desarrollo Bahía Papagayo BP S.A. before closing date. Furthermore, Desarrollo Bahía Papagayo BP S.A. will transfer the Concession to the Seller before closing date.

WHEREAS, the Developer will incorporate a business legal entity organized pursuant to the laws of the Republic of Costa Rica to be used as a special purpose vehicle ("SPV") that will own the registered concession rights to the condominium unit or *finca filial* (the "Unit") to be developed within a condominium project to be registered over the Concession (the "Condominium").

NOW, THEREFORE, the Developer prior to the formal offering to Prospective Buyer of the Unit in the Condominium by means of a binding contract (a "Reciprocal Purchase and Sale Promissory Agreement" or "PSA"), it is the desire of both Parties that the Prospective Buyer be permitted to reserve a Unit and to make a non-refundable reservation deposit under the following terms and conditions:

AGREEEMENT

1. <u>Whole Ownership Interest</u>. Prospective Buyer hereby expresses an interest in purchasing the following Unit:

- **Unit No.**_____ of the _____ land parcel. Purchase Price:_____

- **Unit No.**_____ of the _____ land parcel. Purchase Price:_____

- **Unit No.**_____ of the _____ land parcel. Purchase Price:_____

(Collectively called "The Unit" or "Unit")

2. <u>Reservation Deposit</u>. Simultaneously with the execution and delivery of this Reservation Agreement by the Prospective Buyer to the Developer, the Prospective Buyer shall tender a non-refundable deposit in the amount of US$5,000 for each condo/villa (the "Reservation Deposit") to the Developer. The Reservation Deposit shall be held in a Developer's account. The Developer will provide a written receipt to the Prospective Buyer confirming the receipt of the Reservation Deposit. The Reservation Deposit shall be transferred following the international wiring instructions attached herewith as *Exhibit A* or through credit card as stated on *Exhibit B*. Upon closing, all deposit amounts remitted will be transferred into the PSA and applied against the purchase price(s) according to the terms and conditions set forth by the PSA. Upon termination of the Term -as defined below-, if the parties have not executed the PSA, all Reservation Deposit(s) will be retained by the Developer and will not be refunded to the Prospective Buyer.

    The total Reservation Deposit for the Unit totals US $ _____.

3. Documents. The Prospective Buyer shall deliver to the Developer the following documents: (i) A government issued form of identification like a national ID, passport or driver´s license; (ii) If depositor of funds is a person different than Prospective Buyer it should also deliver a government issued form of identification like a national ID, passport or driver´s license; (iii) If depositor of funds is a corporation or legal entity different than Prospective Buyer, depositor shall also provide a copy of the certificate of incumbency of the corporation or legal entity. If the payment is done through a credit card, no documents are required.

4. Term and Execution of a Purchase and Sale Agreement (PSA). Before the execution and delivery of this Reservation Agreement, the Developer shall provide the Prospective Buyer with a copy of the Purchase and Sale Agreement, along with all related documents, for the Prospective Buyer's review. Both parties shall proceed to execute the Purchase and Sale Agreement for the Unit specified in Section One. From the date of this Reservation Agreement, both parties agree to a maximum period of thirty (30) calendar days (the "Term") to execute the Purchase and Sale Agreement and all associated documents, including the remittance of the Initial Deposit stipulated by the PSA less any non-refundable deposits received by the Developer resulting from this Reservation Agreement. If, upon the expiration of the Term, both parties have not executed the Purchase and Sale Agreement, the Developer reserves the right to cancel the reservation, retain the deposit, and make the Unit available to other buyers.

5. Purpose of the Agreement. This Reservation Agreement is solely to reserve the Unit as stipulated on the aforementioned clauses; therefore, the Reservation Deposit is consideration only for the issuance of this Reservation Agreement. The Reservation Deposit amount shall be applied towards the purchase price of the Unit in the event a Purchase and Sales agreement has been fully executed by both parties.

6. Acknowledgments of Prospective Buyer.

   Prospective Buyer acknowledges that:

   i.   Prospective Buyer agrees that he or she will not rely on any representations relating to the development and marketing of the Project other than those representations which may in the future be contained in a written disclosure and/or project documents which will be provided by the Developer to the Prospective Buyer for his/her review prior the execution of this agreement.

   ii.   This Reservation Agreement is not an offer for sale of the Unit or any property related to the Project, and nothing in this Reservation Agreement shall be deemed to be a binding agreement for the purchase of any Unit or any of the Project's properties. Therefore, Prospective Buyer acknowledges and accepts that the Unit will be subject to a binding agreement upon execution of the corresponding PSA.

   iii.   This Reservation Agreement is limited to the rights specifically provided herein and does not constitute an agreement, right, or obligation to purchase or sell, a letter of intent, option contract, or any similar instrument. Prospective Buyer further acknowledges and agrees that this Reservation Agreement confers no rights of any kind whatsoever to use any existing or future accommodations, facilities, or amenities within the Project.

   iv.   This reservation agreement will be considered official once all parties have signed the agreement and the non-refundable deposit has been made and received by the developer.

   v.   Developer shall be entitled to do a background check to determine if the Prospective Buyer, and, if applicable, the final beneficiaries are suitable to purchase the Property.

7. Termination of Reservation Agreement. Either party may terminate this Reservation Agreement by written notice to the other at any time before entering a binding PSA. In the event the Developer elects to terminate this Agreement prior to the signing of the PSA by both parties, the Reservation Deposit shall be refundable. Additionally, this Reservation Agreement shall terminate upon expiration of the Term or by a breach by Prospective Buyer of the terms and conditions hereof.

8. Notices. All notices which either party desires or is required to give the other party under this Reservation Agreement, including notice of termination, shall be in writing and delivered by electronic mail in each case addressed to the Parties at their respective electronic mail addresses, as set forth in the introductory paragraph of this Agreement for the Prospective Buyer, and for the Developer to be delivered to sales@bahiapapagayo.com, aavila@thekapitalgroup.com and akader@thekapitalgroup.com.

9. Reservation Agreement Not Assignable. Prospective Buyer may not assign this Reservation Agreement without prior written consent of Developer; provided, however, that Prospective Buyer may assign this Reservation Agreement to an entity controlled by Prospective Buyer. Developer may be entitled to assign this Reservation Agreement without Prospective Buyer approval.

10. Governing Law. This Reservation Agreement is governed by the laws of the Republic of Costa Rica.

11. Authority; Execution. Each person signing this Reservation Agreement warrants that he or she has the full power and authority to execute this Reservation Agreement. This Reservation Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one instrument. This Reservation Agreement shall be executed and delivered via DocuSign or by email (scanned images duly signed in PDF, TIIF or JPG format) and any counterpart executed and delivered via DocuSign and/or email shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The Parties understand that DocuSign electronic signature does not require any additional validation including but not limited to Certificate Authorities. The lack of additional certifications will not, in any way, affect the enforceability of the signatures of any of the Parties. The Parties will not raise any defenses or invoke regulatory or statutory claims attempting to invalidate the enforceability of the documents to which the electronic signature is affixed.

12. Governing Law and Dispute Resolution. For all matters relating to the interpretation, breach and fulfillment of this Reservation Agreement, the Parties hereto expressly and irrevocably submit to the applicable laws of the Republic of Costa Rica currently in full force and effect. The Parties irrevocably and expressly agree that any controversy, conflict, dispute, difference or claim arising out of this Reservation Agreement, and any other amendment to or related to this Reservation Agreement, including, in particular, the creation, validity, interpretation, execution, breach or termination thereof, as well as any non-contractual claim, shall be resolved by arbitration of law for its final resolution, in accordance with the regulations of the International Center for Conciliation and Arbitration ("CICA") of the Costa Rican–American Chamber of Commerce (AmCham). The Parties hereby voluntarily and unconditionally accept to submit to its rules and regulations and admit knowing them. The substantive laws of the Republic of Costa Rica shall govern the conflict. Any arbitration shall take place at the CICA's offices located in San José, Republic of Costa Rica.

Prospect Buyer 1:

Full Name: _____

Signature: _____

Citizenship: _____

Passport Number: _____

Prospect Buyer 2:

Full Name: _____

Signature: _____

Citizenship: _____

Passport Number: _____

Developer: 3-101-940200 SOCIEDAD ANONIMA

Signature: _____

Name: Alberto Ávila Livak, Legal Representative
CR ID Number: 1-1089-0842

Reservation Deposit Amount: US$_____

Reservation Deposit Receipt Time: Date:_____ day of _____, 2025. Time:_____.

Sales Representative: _____