

BROKER REFERRAL AGREEMENT

1. REFERRING BROKER INFORMATION	
REFERRING BROKER*:	
CORPORATE ID*:	
AGENT NAME*:	
ADDRESS:	
PHONE:	
CONTACT EMAIL*:	

2. REFERRED CLIENT INFORMATION	
CLIENT NAME*:	
ADDRESS:	
PHONE:	
EMAIL*:	

3. PERCENTAGE OF GROSS SALES PRICE EARNED BY REFERRING BROKER	
COMMISSION	Three (3%) percent
<p>Condos: 50% of the commission is payable upon execution of the contract, contingent upon receipt of the buyer's initial 10% deposit. The remaining 50% of the commission shall be payable upon the buyer's closing.</p> <p>Villas: 50% of the commission is payable upon execution of the contract, with the remaining 50% payable upon the buyer's closing.</p>	

4. REFERRING BROKER SIGNATURE	5. SELLER APPROVAL
Name: _____ _____ Signature Date:	_____ Approved by Juan Carlos Rojas Date: Desarrollo Bahía Papagayo BP, S.A.

Note: All information marked with asterisks (*) is required for the registration of this Referral Contract.



GENERAL TERMS AND CONDITIONS OF REFERRAL CONTRACT

APPROVAL: Prior to approval of this Broker Referral Form, the Developer reserves the right to determine if this prospect client is already in the Bahía Papagayo database. In the event the client is already in the database as of the date of receipt of this form, the Developer will notify the Broker submitting this Form that the full Referral is null and void.

REFERRAL FEE: In the event the buyer(s) has been already registered with Bahía Papagayo and has been in communication with our internal sales team representative, the collaborating broker shall receive a referral fee equal to zero point seventy five percent (0.75%) of the total purchase price. The referral fee is subject to the same payment structure as mentioned in section 3.

SELLER: All references made herein to Seller shall refer to Desarrollo Bahía Papagayo BP, S.A., corporate identification number 3-101-865921, a Costa Rican corporation duly registered and incorporated under the laws of the Republic of Costa Rica.

CLOSING: Refers to the execution of the transfer deed by which the Referred Client purchases the property from Seller.

TERM: The Term of this Contract is twelve (12) months to procure a firm sale with this Referral prospect client.

INVOICES: All commission payments due must be electronically billed and invoiced by the Referring Broker and sent to the following billing information:

Name: Desarrollo Bahía Papagayo BP, Sociedad Anónima

Corporate Identification Number: 3-101-865921

Email: facturasbp@lalaguna.cr

Billing Address: San José, Central, Carmen, Barrio Otoya, 200m oeste de la rampa emergencias del Hospital Calderón Guardia, Edificio Terral II.

The Referring Broker must provide to Seller its complete bank account information where the commissions shall be paid. Payments shall be made to the bank account under the Referring Broker's name, which shall match the invoiced information. No payments will be made to third-party bank accounts, unless with written authorization of the Referring Broker. All invoices shall be paid by Seller within the next thirty (30) working days once the sales price has been credited to Seller.

TAXES AND DEDUCTIONS: All earned commissions due shall be payable free and without deduction of any taxes, including, but not limited to, value-added tax (VAT), that are levied now or may be levied in the future by any political, administrative or jurisdictional authority, in such way that the Referring Broker receives in any case the complete amount to which it is entitled as the net commission. Nevertheless, all transfer fees and banking charges will be borne by the Referring Broker, and, therefore, deducted from the payable commission.

SURVIVAL: The commission shall be deemed earned and payable to the Referring Broker when Desarrollo Bahía Papagayo BP, S.A. has received from the Referred Client an executed and firm Purchase and Sale Agreement.

ARBITRATION: Any controversy, dispute or claim related to this Referral Contract and its payments, shall be resolved by arbitration in accordance with the bylaws of the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce ("CICA"). The Referring Broker and Seller hereby agree to submit voluntarily and unconditionally to its rules and bylaws and claim knowledge thereof.

