

## SUEÑO DEL SUR RESERVATION AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **HILLTOP VILLAS, S.A.**, whose address is: Carretera Masaya, Embajada de Mexico 2C., Managua, Nicaragua, Tel. 505-270-8020, Fax 505-270-0438 hereafter referred to as “**Developer**” and \_\_\_\_\_, hereinafter referred to as “**Preferred Purchaser.**”

**Whereas**, Developer is planning to construct a Condominium Resort, located in San Juan del Sur, to be known as **Sueño del Sur**; and, Preferred Purchaser desires to reserve the right to purchase a Unit of that condominium, and 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** unit; # \_\_\_\_\_ for \$ \_\_\_\_\_ .00, 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 Attorney (at the Preferred Purchaser’s sole choice), \$10,000 USD, as a deposit toward the purchase price of the above listed unit on the full execution of this Reservation Agreement. The deposit shall be made payable to \_\_\_\_\_, hereinafter “Escrow Agent.”

Escrow Agent shall deposit the escrow money in a non-interest bearing account. For deposits to Hilltop Villas, S.A., attorney’s account, see instructions attached hereto. If required by Escrow Agent in connection with holding the Deposit, Preferred Purchaser and Developer will sign an escrow agreement supplied by Escrow Agent.

### **III. Formal Agreement**

Developer has not finalized the plat and/or other documentation and pre-marketing preparations necessary to enable Developer to provide the Preferred Purchaser with an actual purchase and sale agreement for the Unit. Before making the Unit available to any other party, Developer will submit to Preferred Purchaser a purchase and sale agreement for the Unit. Preferred Purchaser shall have 15 calendar days from delivery of the Purchase and Sale Agreement to execute the Purchase and Sale Agreement 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 and Sale Agreement. If Preferred Purchaser does not execute and return the Purchase and Sale Agreement and deposit as required within fifteen (15) 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 and Sale Agreement for the Unit. 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 **Sueño del Sur** has not been completed and Preferred Purchaser has no rights with respect to the design of the Unit until and as further specified in a subsequent binding purchase and sale agreement for the 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 Unit or an offer to sell or transfer or negotiate sale or transfer of the Unit, and acceptance of the Deposit by Developer shall not create in Preferred Purchaser any equitable rights in the 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 **Sueño del Sur** 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.



## **DELIVERY AND WIRING INSTRUCTIONS**

In the event that Preferred Purchaser wishes to have their deposit held by Developer's Attorney, the following address or wiring instructions should be used:

### DELIVERY TO PHYSICAL ADDRESS

Fernando Medina  
De la Optica nicaraguense 3 cuadras arriba casa No. 1301  
Frente a la Casa Nazaret  
Barrio Bolonia  
Managua, Nicaragua

### DELIVERY VIA WIRE TRANSFER

Hemisphere National Bank  
2159 Coral Way  
Miami, FL 33145

ABA #0660-1035-1  
Account #010072581 in name of Banco Uno S.A. (Panama)  
For further credit to Account #7-00349-010072581 in name of Fernando Medina