

PURCHASE AND SALE AGREEMENT ALAIA, AUTOGRAPH COLLECTION (CONDOMINIUM UNIT)

PURCHASER(S):

Name: **Greg Ulmer**
Address: **18 Magnolia Dunes Cir**

E-mail: **greg@wptrealestate.com**

SELLER: **LYNX HOLDINGS LIMITED**, a company organized and existing under the laws of Belize, whose address is 212 North Front Street, 3rd Floor, P.O. Box 1764, Belize City, Belize.

This Purchase and Sale Agreement (this “Agreement”) is made and entered into as of **Write your code here...** by and between the above-named purchaser(s) (whether singular or plural, the “Purchaser”) and the above-named seller (the “Seller”).

1. Agreement; Property. In consideration of Ten Dollars (\$10.00), the Purchaser agrees to buy and the Seller agrees to sell, subject to the matters herein provided, the following strata unit located within the Alaia, Autograph Collection (the "Project") located in San Pedro Town, Belize, and more particularly described as follows:

Strata Unit No. **Write your code here...** (the “Strata Unit”), in the Alaia, Autograph Collection as further described in Exhibit A attached hereto and as shown on the Strata Lot Plan (the “Strata Plan”) described in the Covenants and Bylaws for the Alaia, Autograph Collection (the “Declaration”), which Declaration has been recorded or will be recorded prior to “Closing” (as defined below) in the official land records of the Land Registry in Belize (the “Land Registry”). The boundaries and approximate square footage of the Strata Unit are as described in the Declaration and depicted or described on the Strata Plan.

2. Purchase Price of the Strata Unit:

2.1 The purchase price of the Strata Unit (the “Purchase Price”) is **Write your code here...** (US\$ **Write your code here...**). All sums to be paid under this Agreement shall be paid in lawful currency of Belize in the form of cashier check, certified funds, or via wire transfer. The Purchase Price does not include closing costs described in this Agreement, or any fees or costs incurred by Purchaser in connection with any financing procured by Purchaser to complete Closing, all of which also will be payable by Purchaser. The Purchase Price consists of and shall be paid in installments by way of deposits (“Deposits”), as described in Exhibit F of this agreement.

Purchase Price:

\$ Write your code here...

Payment of Purchase Price (collectively, the “Deposit(s)”):

(a) Reservation Deposit

\$ Write your code here...

(b) **Initial Deposit:** Subject to 2.2 below, (20% of

Purchase Price), due and payable on date of this Agreement, which shall be immediately released to Seller.

\$ Write your code here...

(c) Balance of Purchase Price, due and payable at Closing:

Write your code here...

2.2 In the event that the Purchaser has made any Reservation Fee pursuant to a Reservation Agreement made with the Seller, such Reservation Fee shall be applied as a credit toward the Deposit.

2.3 THE SELLER RESERVES THE RIGHT TO UTILIZE THE DEPOSITS OF THE PURCHASER FOR PAYMENT OF COSTS RELATED TO THE ACQUISITION, PLANNING, DEVELOPMENT, AND CONSTRUCTION OF THE PROJECT.

3. Closing Date and Time:

3.1 Closing on the sale and purchase of the Strata Unit (the "Closing") shall be held at the Project, or by mail, and shall be conducted by such closing agent as Seller shall specify on or before forty-five (45) days, but not less than thirty (30) days, after Purchaser receives notice from Seller that the Strata Unit is ready for occupancy and Seller is prepared to close (the "Closing Date"). Such notice from Seller shall contain the scheduled Closing Date. As of the date of this Agreement, Seller intends that the Closing shall occur on or about November 30, 2020 unless otherwise determined by the Seller and notified to the Purchaser.

3.2 Seller shall be entitled to an extension of this deadline for the Closing Date for delays which are outside of Seller's reasonable control, such as acts of God, inclement weather, labor or material shortages, construction delays, governmental action or inaction, riot, insurrection, acts of terrorism, or war.

4. Financing; Conditions of Closing:

4.1 Seller makes no representations as to the availability or specific terms or conditions of financing.

4.2 Purchaser's obligations under this Agreement are not contingent upon Purchaser's obtaining financing for the purchase of the Strata Unit. Purchaser represents that Purchaser has the financial means to purchase the Strata Unit.

4.3 Purchaser shall fully cooperate with Seller in procuring any evidence Seller reasonably requests that Purchaser has the financial means to pay the balance of the Purchase Price.

4.4 Purchaser's obligations under this Agreement are not subject to any conditions or contingencies other than recordation of the Strata Plan and substantial completion of the Strata Unit on the Closing Date, as it may be extended as provided in this Agreement.

4.5 Purchaser's obligations under this Agreement are expressly not subject to the sale, transfer, leasing or conveyance of any other real property.

5. Transfer; Title:

5.1 If Seller is unable to transfer good title to the Strata Unit free of all liens, judgments,

mortgages, charges or other encumbrances as required by this Agreement, then Purchaser's only remedy is to elect, at or prior to the Closing Date, to (i) take such title as Seller can transfer, without reduction in Purchase Price, or (ii) terminate this Agreement in accordance with Section 12.3 below, and in the latter event all the Deposit(s) shall be returned to Purchaser within ninety (90) days of such termination, neither party shall have any further rights, obligations or liability under this Agreement, and this Agreement shall be void except for those provisions that expressly survive this Agreement's termination.

5.2 At Closing, the Property shall be subject to all covenants, restrictions, conditions, easements, rights, reservations, limitations, limitations on use, architectural control committee approvals, and affirmative obligations to implement such requirements and/or pay all charges as may be set forth in or required by the Strata Plan, the Declaration, and any other design guidelines, covenants, restrictions, plats, and plans applicable to the Project. As a Proprietor (as defined in the Declaration) of the Strata Unit, Purchaser and the Strata Unit will be subject to assessments for common expenses for the maintenance, repair, management, insurance and replacement of the Common Property in the Project, all as provided in the Declaration. Purchaser acknowledges having received copies of the Strata Plan and the Declaration, as well as all current amendments and supplements to each of the foregoing. Seller reserves the right to amend, modify and/or supplement the Strata Plan and the Declaration from time to time according to its terms, in its discretion, prior to Closing and such amendments, modifications and/or supplements shall not affect the validity of this Agreement no be a basis on which Purchaser may terminate this Agreement; provided, however, the Strata Plan will not be amended in any way that materially affects the size, shape or location of the Strata Unit. Purchaser agrees to comply with same; and, after Closing, any modifications, amendments and/or supplements to these documents will be made only as provided in the respective documents.

5.3 The Strata Unit will be transferred to Purchaser at Closing by a requisite statutory transfer of title form ("Transfer of Title") upon Seller's receipt of the balance of the Purchase Price from Purchaser. Possession shall be delivered on the Closing Date by delivery of the Transfer of Title and keys to the Strata Unit, provided that receipt of the balance of the Purchase Price by the Seller has been confirmed.

5.4 Purchaser and Seller agree that neither this Agreement nor any instrument making reference to this Agreement shall be recorded in the Land Registry.

6. Closing Costs and Apportionments:

6.1 The following shall be apportioned between Seller and Purchaser at Closing and as of the Closing Date: (i) real estate taxes and other lienable municipal charges (including special services district assessments and gas and water/sewer charges), based on actual charges if known or, otherwise, based on reasonable estimates thereof; and (ii) any other expenses customarily apportioned with respect to real estate in Belize.

6.2 At Closing, Purchaser shall be responsible for: (i) recordation of any Transfer of Title at the Lands Registry (ii) payment of all recording fees for the Transfer of Title; (iii) payment of all Stamp Duty Tax required in connection with the Transfer of Title, (iv) notary fees and title company service and disbursement fees, if any, (v) any service charges by Purchaser's real estate broker; and (vi) all charges required for the recordation of any Transfer of Title and issuance of a land certificate for the Strata Unit in the name of the Purchaser.

6.3 At Closing, Purchaser shall pay to the Seller an amount equal to two (2) times the estimated amount of the monthly assessment for general common expenses of the Homeowners Association for the Alaia, Autograph Collection (the "Association") allocated to the Strata Unit, as required by the Declaration.

6.4 Purchaser represents that it has not engaged a real estate broker, finder or agent in connection with this transaction, and, to its knowledge, no commission, fee or other compensation is due or payable to any real estate broker, finder or agent in connection with this transaction. Purchaser shall indemnify and hold Seller harmless from and against all liability, claims, demands, damages, or costs or any kind arising from or connected with a breach of the preceding sentence.

7. Construction and Completion: Seller shall construct and complete the Strata Unit in substantial compliance with the Declaration and the Strata Plan (respectively, the "Plans"). PURCHASER ACKNOWLEDGES THE FURNISHINGS, FIXTURES, OPTIONS, EXTRAS AND OTHER AMENITIES CONTAINED IN ANY MODEL UNIT ARE NOT INCLUDED IN THE STRATA UNIT UNLESS OTHERWISE AGREED WITH THE SELLER IN WRITING.

7.2 PURCHASER ACKNOWLEDGES THE STRATA UNIT AND SURROUNDING AREAS ARE DANGEROUS AREAS DURING CONSTRUCTION. VISITS BY PURCHASER DURING CONSTRUCTION ARE AT PURCHASER'S SOLE RISK. Purchaser releases and shall indemnify Seller from any loss, liability, expense (including attorneys' fees), cost, demand, suit or cause of action resulting from any bodily injury or property damage suffered by Purchaser or any person accompanying Purchaser and persons visiting at the request or direction of Purchaser. The preceding sentence shall survive the Closing or termination of this Agreement. Purchaser may visit the Strata Unit a reasonable number of times prior to Closing but only by appointment and when accompanied by a representative of Seller; however, none of such visits shall be construed as the "Inspection" (as defined below) unless the same complies with the requirements of Section 9 below.

7.3 Seller will complete the improvements to the Strata Unit required by the Declaration and the Plans, but is not obligated to complete any particular improvements or common areas before the Closing Date except those necessary to provide access and utility service to the Strata Unit, and the common areas required for structural support of the Strata Unit.

7.4 Purchaser acknowledges that at Closing, construction may be proceeding on the Common Property and other strata units and improvements within the Project, and that such construction may be occurring in locations that are proximate to the Strata Unit subject of this Agreement. Purchaser's obligation to complete Closing in no way shall be affected or delayed by the status of construction in such other areas of the Project.

7.5 Purchaser may not perform any work on or about the Strata Unit before completion of Closing.

8. Furnishings Included:

8.1 The Purchase Price of the Strata Unit includes all the interior furnishings, appliances, electronics, linens and housewares as required by the rental program. Each Strata unit is turn- key ready for occupancy. Interior furnishings are listed in the Furnishing Addendum attached hereto as Exhibit B.

9. Pre-Closing Inspection; Condition of Property:

9.1 Seller's representative and Purchaser (or a representative duly appointed by Purchaser) will jointly inspect the Strata Unit before Closing ("Inspection") at a date and time scheduled by Seller by at least twenty-one (21) days' prior notice to Purchaser.

9.2 Purchaser acknowledges and agrees that the Strata Unit is being sold in its "as is" condition and that Seller has made no pledges, representations, warranties, covenants, or commitments, nor assumed any obligations or liabilities, in regard to any aspect of the Strata Unit or the Project which have brought about, or on which Purchaser has relied with respect to, the Purchase of the Strata Unit, except as may be expressly set forth in this Agreement, the Declaration, and the Plans. By completing Closing, Purchaser shall be deemed to have accepted the Strata Unit as being in compliance with this Agreement.

10. Risk of Loss: Seller bears the risk of loss until the Closing Date. If the Strata Unit is materially damaged before Closing, Seller may, at Seller's option, cancel this Agreement by giving notice to Purchaser to that effect within thirty (30) days after such destruction or damage, in which event the Deposit(s) shall be refunded to Purchaser, this Agreement will be null and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement except for the provisions that expressly survive its termination. Otherwise, Seller shall cause such damage to be repaired, and the Closing Date shall be extended for such a reasonable period of time as is necessary to repair the damage and substantially complete the Strata Unit.

11. Seller Warranty; Disclaimers and Limitations:

11.1 11.1 Seller warrants that (i) it has the authority to sell the Strata Unit to the Purchaser, (ii) it will transfer to the Purchaser good title to the Strata Unit which shall be free of all liens, judgments, mortgages, charges or other encumbrances and (iii) all materials and equipment on the Strata Unit are new (except as expressly excepted or because of ordinary wear and tear) and of good quality, and that all work, materials, furnishings and equipment furnished will be free from failure under ordinary usage for six (6) months after Closing (the "Seller Warranty").

11.2 Seller is not liable for damage to mechanical equipment or personal belongings resulting from defective conditions or the consequences thereof. The maximum liability under the Seller Warranty shall be the reasonable cost of replacement or repair of the defect or, if the defect is such that the cost to repair or replace the defective component exceeds the benefit of repair or replacement, the least of the cost to repair or the amount by which the fair market value of the Strata Unit is diminished as a direct result of the defect. Purchaser waives, and Seller is not liable for, consequential, incidental or indirect damages, or personal injuries or illness arising from any breach of the Seller Warranty or of this Agreement.

11.3 Seller has the right to determine whether a defect shall be corrected by repair or replacement, and the manner in which such repair will be made. Seller and its designated workers and subcontractors will be afforded access to the Strata Unit during its normal business hours to inspect, assess, diagnose and repair any claimed defects, and will have a reasonable time and a reasonable number of opportunities to repair any defect.

11.4 THE SELLER WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER CONCERNING THE STRATA UNIT AND IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. PURCHASER UNDERSTANDS THAT CERTAIN IMPLIED WARRANTIES MIGHT OTHERWISE APPLY TO THE STRATA UNIT. PURCHASER WAIVES

ALL SUCH IMPLIED WARRANTIES, AND SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING (1) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND (2) THE IMPLIED WARRANTY OF HABITABILITY. SELLER IS NOT LIABLE FOR PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

12. Defaults and Disputes:

12.1 If the Purchaser fails to make the Deposits(s) or any other payment when required under this Agreement, the amount of such unpaid Deposit(s) or any other payment shall incur interest at an annual rate the lesser of: (i) eighteen percent (18%) or (ii) the maximum rate permitted by law. The interest accrued on the unpaid Deposit(s) or on any other payment shall be immediately due and payable to Seller and shall not count towards Purchaser's contribution to the Purchase Price.

12.2 If the Purchaser (i) fails to make the Deposit(s) or any other payment when required under this Agreement, (ii) gives false, misleading or incomplete information to the Seller, or the Seller's agent, concerning Purchaser's identity or legal status or financial condition, (iii) fails to attend the Closing on the scheduled Closing Date or to complete Closing at that time, or (iv) violates or fails to fulfill and perform any other term or condition of this Agreement, then, in any such case, the Deposit(s) may be retained by the Seller (A) on account of the Purchase Price, or (B) as monies to be applied to the Seller's damages, or (C) as liquidated damages for such breach, as Seller may elect. If Seller elects to retain the Deposit(s) as liquidated damages, then, upon actual receipt thereof by Seller, the Seller and Purchaser shall be released from all liability or obligations under this Agreement and this Agreement shall be null except for the terms of this Agreement that expressly survive its termination, and all copies will be returned to the Seller for cancellation. If Seller elects to retain the Deposit(s) as liquidated damages, and if Purchaser fails to sign any requested release permitting Seller to retain the Deposit(s), authorizing the holder of the Deposit(s) to release it to Seller and releasing Seller from all further obligations under this Agreement within ten (10) days after Seller's request, or if Purchaser otherwise challenges Seller's entitlement thereto, Seller shall be entitled to recover from Purchaser all attorney's fees and other court costs and collection expenses that Seller may incur to recover or retain the Deposit(s) with interest thereon if Seller is successful in such action.

12.3 If Seller shall commit a material default under this Agreement before Closing which is not cured within fifteen (15) days after notice thereof is given by Purchaser to Seller, specifying the nature of such alleged default, then Purchaser's sole and exclusive remedy shall be termination of this Agreement by giving notice thereof to Seller prior to Seller curing such default. All other rights and remedies at law or in equity are hereby expressly waived. If Purchaser elects to terminate this Agreement as provided herein, the Deposit(s) shall be returned to Purchaser, and this Agreement shall be null except for the terms of this Agreement that expressly survive its termination.

13. Purchaser Covenants:

13.1 Purchaser covenants to not use the Strata Unit in any way that would interfere with or be inconsistent with the use of one or more of the units as part of the Hotel (as defined in Exhibit C), including, but not limited to (i) conducting commercial activities of any kind from the Strata Unit which have not been approved in writing by the Seller, (ii) interfering with guests of the Hotel, and (iii) exceeding maximum occupancy rates per Strata Unit, which rates shall be determined by the Hotel. Purchaser shall at all times use the Strata Unit in accordance with the Declaration.

13.2 The Strata Unit may not be divided or transferred on a time share basis or as part of any other use program or use plan except as may be allowed under the Declaration. The term “time share”, as used herein, shall be defined to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess the Strata Unit is divided into recurring use periods, whether fixed or determinable by reservation. A “use plan” or “use program”, other than a time share plan, includes, but is not limited to, a plan, program or other method of use by which use of a Strata Unit rotates or is made available among various persons or entities designated by category or class, and not the general public, either for value exchanged, whether monetary or like-kind use privileges, according to a written set of rules, regulations or other guidelines. Individual rentals of strata units to the public at large otherwise permitted under the Declaration shall not be considered a time share, use plan or use program.

13.3 Purchaser acknowledges it has been provided a copy of the disclosure information in Exhibit C attached hereto and agrees that the provision contained therein are hereby made a part of this Agreement.

13.4 The Purchaser is not a Restricted Person or a Competitor (as such terms are defined in Exhibit C hereto).

14. Use and Access Agreement: At Closing, Purchaser and Seller shall enter into a Use and Access Agreement in the form attached hereto as Exhibit D (“Use and Access Agreement”), pursuant to which Purchaser shall have the right to use the Resort Facilities (as defined therein) on the terms and conditions set forth therein. Execution of the Use and Access Agreement by Purchaser is a condition precedent to Seller’s obligation to close on the sale of the Strata Unit to Purchaser.

15. Notices: All notices, demands, waivers, approvals, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be valid only if (a) personally delivered, (b) mailed by certified mail, return receipt requested, postage prepaid, (c) sent by reliable overnight courier or delivery service, charges prepaid, or (d) sent by facsimile transmission to the facsimile number of the intended recipient, or (e) sent by email. Such notices shall be addressed to the parties at their respective addresses stated in this Agreement, unless such party shall designate a different address in writing by giving the other parties at least fifteen (15) days’ prior notice of the same in the manner set forth in this Section 15. All notices shall be effective (i) upon delivery, in the case of personal delivery, (ii) two (2) business days after the date of mailing, if mailed by certified mail, (iii) the scheduled date of delivery, in the case of delivery by overnight delivery service, or (iv) in the case of a facsimile notice, on the date faxed provided that such facsimile is sent and delivery electronically confirmed by 2:00 p.m., local San Pedro Town, Belize time on a business day, or otherwise on the next business day.

16. Miscellaneous:

16.1 When used in this Agreement, the singular shall include the plural, and vice versa, and the use of any gender shall include any other gender.

16.2 Neither this Agreement nor any reference to it shall be recorded by Purchaser in any public office.

16.3 Time is of an essence of every provision of this Agreement.

16.4 This Agreement is governed by the laws of Belize notwithstanding any conflicts of law or choice of law principles to the contrary.

16.5 The provisions of this Agreement shall survive the Closing and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties.

16.6 This Agreement may not be assigned by Purchaser without Seller's prior, written approval.

16.7 This Agreement is binding on and benefits the parties hereto and their respective heirs, personal representatives, successors and (to the extent permitted under this Agreement) their assigns. Except as set forth in the preceding sentence, there are no third-party beneficiaries of this Agreement, either express or implied. Purchaser may not assign its interest in this Agreement.

16.8 Purchaser acknowledges and agrees that any future sale or transfer of the Strata Unit by Seller shall be in compliance with the terms and conditions set forth in this Agreement, including, without limitation, the condition for such transferee to enter into the Use and Access Agreement set forth in Section 14 hereof.

16.9 If more than one person is designated as the Purchaser in this Agreement, (i) each such person is jointly and severally liable for the obligations of Purchaser under this Agreement and (ii) Seller is entitled to rely on instructions and/or notices given by any one of such persons, and shall have the right to rely on selections made by, or change orders signed by, any one of such persons, all of which shall be binding on all persons who are the Purchaser under this Agreement.

16.10 The execution, delivery and performance of this Agreement does not create a joint venture or partnership between Seller and Purchaser.

16.11 This 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.

16.12 Facsimile and email signatures are valid to bind each party to this Agreement.

16.13 The captions and paragraph or section headings in this Agreement are for convenience only, and shall not be considered a part of, or deemed to affect the construction or interpretation of, any provision of this Agreement.

16.14 This Agreement may be amended only by a written instrument signed by Purchaser and Seller. All oral agreements or alleged oral agreements shall be null and void. This Agreement, together with any addenda and exhibit(s) hereto, supersedes all prior understandings, agreements, representations and warranties between the parties concerning the Strata Unit (including, without limitation, any reservation agreement or letter of intent made between Seller and Purchaser), and is the entire agreement between them concerning the Strata Unit.

16.15 Purchaser will look solely to the assets of the Seller as to any rights it may have against Seller under this Agreement, and hereby waives any right to assert claims against any officer, director, agent, member, manager, partner, or shareholder of Seller or of any of Seller's subsidiaries or affiliates, and further agrees that no officer, director, agent, member, manager, partner, or shareholder of Seller or of any of Seller's subsidiaries or affiliates has any personal liability under this Agreement.

16.16 Should any provision of this Agreement be void or become unenforceable at law or in

equity, the remaining provisions will remain in full force and effect and will not in any manner be thereby affected or impaired.

16.17 PURCHASER IS NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS, WARRANTIES, STATEMENTS OR AGREEMENTS NOT CONTAINED IN THIS WRITTEN AGREEMENT. NO REAL ESTATE AGENT OR OTHER PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR PROMISES THAT ARE NOT CONTAINED IN THIS AGREEMENT. NEITHER PARTY SHALL MAKE ANY CLAIM AGAINST THE OTHER BASED ON ANY ALLEGED REPRESENTATION, WARRANTY OR AGREEMENT THAT IS NOT CONTAINED IN THIS AGREEMENT OR THE EXHIBITS HERETO.

17. Exhibits and Addenda: This Agreement includes the following Exhibits and Addenda which have been reviewed and approved by the Purchaser prior to signing this Agreement:

Receipt for Documentation

Exhibit A -- Legal Description of the Strata Unit

Exhibit B -- Furnishings Addendum

Exhibit C -- Required Provisions Containing Disclosure Information

Exhibit D -- Form of Use and Access Agreement

18. NOTICE TO PARTIES. THIS AGREEMENT, WHEN EXECUTED BY PURCHASER AND DELIVERED TO SELLER, TOGETHER WITH THE EARNEST MONEY SPECIFIED HEREIN, SHALL CONSTITUTE AN OFFER BY PURCHASER TO PURCHASE THE STRATA UNIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS PROVIDED HEREIN, AND SHALL NOT BE BINDING UPON SELLER UNLESS AND UNTIL A DULY AUTHORIZED OFFICER OR AGENT OF SELLER HAS EXECUTED THIS AGREEMENT. PARTIES ARE ADVISED TO CONSULT WITH A LAWYER BEFORE SIGNING THIS AGREEMENT IF THEY DESIRE LEGAL ADVICE.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Purchaser and Seller have each caused this Agreement to be executed on the date first appearing in the preamble of this Agreement.

Purchaser:

Signature

Signature

Seller:

LYNX HOLDINGS LIMITED, a
company organized and existing under
the laws of Belize

By: **Write your code here...**

Name: **Write your code here...**

Title: **Write your code here...**

RECEIPT FOR DOCUMENTATION

The undersigned acknowledges that the items indicated have been received.

Covenant and Bylaws for Alaia, Autograph Collection

Purchaser: **Write your code here...**

Write your code here...

Signature:

Write your code here...

Signature:

Strata Unit Number(s) **Write your code here...**

Write your code here...

(Date)

Write your code here...

(Date)

Exhibit A

LEGAL DESCRIPTION OF REAL ESTATE

TO BE ATTACHED PRIOR TO CLOSING

Exhibit B

FURNISHINGS ADDENDUM

TO

PURCHASE AND SALE AGREEMENT ALAIA, AUTOGRAPH COLLECTION

This Addendum is attached to and made part of the Purchase and Sale Agreement Alaia, Autograph Collection(the "Agreement"), entered into as of **Write your code here...** by and between LYNX HOLDINGS LIMITED, a company organized and existing under the laws of Belize ("Seller"), and **Write your code here...** ("Purchaser").

Each capitalized term used and not defined in this Addendum shall have the meaning ascribed to such term in the text of the Agreement.

For the purposes of establishing the applicable stamp duty on the Purchase Price as it pertains to calculation of the Closing Costs as provided within Section 6 of the Agreement, the amount attributable to the Furnishings included in the Purchase Price and set out in the Schedule hereto, shall be deemed the sum of \$ 35,000 **Write your code here...**. For the purposes contained herein, such sum shall be deducted from the Purchase Price reflected in Section 2 of the Agreement, and the resulting balance shall form the basis for such calculation as provided herein.

Executed as of **Write your code here...**

Purchaser:

Write your code here...

Signature

Write your code here...

Signature

Seller:

LYNX HOLDINGS LIMITED, a
company organized and existing under
the laws of Belize

By: **Write your code here...**

Name: **Write your code here...**

Title: **Write your code here...**

Exhibit C

REQUIRED PROVISIONS CONTAINING DISCLOSURE INFORMATION

1. Purchaser acknowledges that: (i) the Strata Unit is being developed and sold by the Seller and not by Marriott International, Inc. ("Marriott") or its affiliates; (ii) Marriott has not confirmed the accuracy of or endorsed any marketing or sales materials provided by Seller, and Seller is solely responsible for the content thereof; (iii) Marriott is not part of or an agent for Seller, has not acted as broker, finder or agent in connection with the sale of the Strata Unit, and is neither encouraging nor discouraging the purchase of or any investment in the Strata Unit; and (iv) Seller is solely responsible to honor its obligations to Purchaser hereunder and, including but not limited to the refund to Purchaser or any purchase price deposits, installments or payments paid by the

Purchaser if such refund is required or permitted hereunder. The Purchaser irrevocably and unconditionally waives and releases Marriott and its affiliates and their employees, agents, shareholders, manager, officers and directors from and against any liability with respect to Seller's failure to complete or otherwise fulfill Seller's obligations under this Agreement.

2. The Purchaser hereby represents and warrants that: (a) Purchaser is entering into this Agreement without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any hotel affiliation or any monetary or financial advantage; (b) no statements or representations have been made by Marriott, Seller, or any of their respective agents, employees or representatives with respect to (i) the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting the Strata Unit or other residential units, or (ii) the economic or tax benefits to be derived from ownership of the Strata Unit, or (iii) any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential; (c) the decision to enter into this Agreement is not based on the availability of a rental program or on projections regarding returns to participants in any rental program; and (d) the decision to enter into this Agreement is not based on estimates, sampling, statistical analysis or assumptions involving speculation, rental rates or expected occupancies of the Strata Unit.

3. The Purchaser acknowledges that: (i) the Alaia Hotel & Resort, Autograph Collection (the "Hotel") is independently owned by Seller and not by Marriott, and Seller has been granted a license to use Marriott's trademarks pursuant to a franchise agreement with Marriott (the "Franchise Agreement"); and (ii) the Hotel is operated by, subject to Marriott's approval, either Seller or a third party operator (which may be an affiliate of Seller) ("Hotel Management Company"), retained by Seller pursuant to a management agreement between Seller and Hotel Management Company to which Marriott is not a party. The relationship of Marriott to the Hotel and the Project are merely that of a licensor of a franchise to operate a hotel and a license to market, offer, and sell branded residences, using certain of Marriott's trademarks accordance with and subject to the terms and conditions contained in the Franchise Agreement, the residential marking license agreement between Marriott and Seller (the "Residential Marketing License Agreement", and the residential trademark license agreement between Marriott and Seller (the "Residential Trademark License Agreement"), and neither Seller nor the Hotel is affiliated with Marriott in any way. The Franchise Agreement is limited in duration and there is no guarantee or other assurance of any kind that the Hotel or the Project will continue to be associated with Marriott's trademarks for any period of time. Purchaser will not have any interest in the Franchise Agreement or the franchise granted thereunder whatsoever. In no event shall Purchaser be construed as a franchisee or subfranchisee under the Franchise Agreement.

4. Purchaser acknowledges that either Seller or Hotel Management Company may provide certain A-la-Carte services under a certain A-la-Carte Services Agreement to be executed between either Seller or Hotel Management Company and Purchaser ("A-la-Carte Services"). Purchaser acknowledges that in no event will Marriott provide any A-la-Carte Services to Purchaser. Purchaser will pay either Seller or Hotel Management Company directly, and not Marriott, for all costs and expenses associated with providing any A-la-Carte Services to Purchaser, and Marriott will have no obligations, responsibilities or liabilities in connection therewith.

5. Purchaser acknowledges that: (i) the Project is not managed or operated by Marriott, and the Association has been granted a limited license to use the Licensed Marks (as herein defined) pursuant to a Residential Trademark License Agreement with Marriott; and (ii) the Project is

operated by, subject to Marriott's approval, either Seller or a third party operator (which may be an affiliate of Seller) ("Association Management Company"), retained by Seller and/or the Association pursuant to a management agreement between Seller and/or the Association and Association Management Company to which Marriott is not a party.

6. The Purchaser acknowledges that in the event the Residential Trademark License Agreement is terminated for any reason, all use of the name "Autograph Collection", the Autograph Collection name and mark, and all other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia or origin, slogans and designs used in connection with the Project (the "Licensed Marks") will cease at the Project, all indicia of affiliation of the Project with the Licensed Marks and the Marriott brand, including all signs or other materials bearing any of the Licensed Marks will be removed from the Project and the Project, and all services (if any) to be provided by Marriott to the Project will cease.

7. So long as the Residential Trademark License Agreement is in effect, the Project will have the right to be known as "Alaia, Autograph Collection" or by any other name as may be approved by Marriott. Use of the Licensed Marks will be limited to (i) use of the approved name on signage on or about the Project; and (ii) textual non-trademark use of the approved name by the Association, its Board of Directors, and individual Proprietors, and their agents, solely to identify the address of the Project or the Strata Unit but not with respect to any particular Strata Unit. No other use of the Licensed Marks will be permitted. All uses of the Licensed Marks in connection with the Project and the Branded Residences, including the approved name, are subject to removal and must cease upon the expiration or termination of the Residential Trademark License Agreement. Purchaser acknowledges that Marriott reserves the right (whether itself or through an Affiliate) to license and/or operate any other residential project using the Licensed Marks or any other mark or trademark at any other location, including a site proximate to the Project.

8. Purchaser acknowledges that Purchaser will not acquire, by virtue of Purchaser's ownership of a Strata Unit or otherwise, any right, license or ability to use any Licensed Marks other than as expressly provided in the Residential Trademark License Agreement.

9. Purchaser acknowledges that so long as the Franchise Agreement is in effect, the Project will not be known by any name that includes any hotel brand, trade name, trademark, system, chain, or other lodging or hospitality company name that is a Competitor of Marriott.

10. Purchaser acknowledges and agrees that because of overall restrictions and conditions imposed on and applicable to Marriott and other considerations, so long as the Franchise Agreement is in effect Proprietors will not sell, assign, transfer or lease a Strata Unit to any Person if such Person or any of its affiliates is a Restricted Person or a Competitor.

11. So long as the Franchise Agreement is in effect, the Proprietor shall maintain the Strata Unit in compliance with the Standards. Further, for so long as the Franchise Agreement is in effect, Proprietor shall not without the prior written consent of Franchisor (i) participate in any Vacation Club Product with respect to the Strata Unit, or (ii) utilize any rental agent other than Seller or its affiliate for the rental of the Strata Unit.

12. In the event of any conflict between this Agreement and the Franchise Agreement, the terms of the Franchise Agreement will govern and control.

13. So long as the Franchise Agreement is in effect, Proprietor shall cause to be provided to

any potential third party purchasers of the Strata Unit the disclosure information set forth in this Exhibit C.

14. Capitalized terms herein have the respective meaning given in the Agreement. The following terms used in this Exhibit C and not defined in the Agreement have the meanings given below:

(a) “Affiliate” means, for any Person, a Person that is directly or indirectly Controlling, Controlled by, or under common Control with such person.

(b) “Brand” means a hotel brand, trade name, trademark, system or chain of hotels.

(c) “Competitor” means any Person that has a direct or indirect Ownership Interest in a Brand or is an Affiliate of such Person, or any Person that is a Master Franchisee of a Brand, or any officer or director of such Persons, but only if the Brand is comprised of at least (i) 10 luxury hotels; (ii) 20 full-service hotels; or (iii) 50 limited-service hotels. For purposes of this definition, “luxury” hotels are hotels that had a system average daily rate in excess of US\$300 for the most recent calendar year, “full-service” hotels are hotels that typically offer three meals a day, room service and have significant group meeting space, and “limited-service” hotels are hotels that are neither “luxury” hotels nor “full-service” hotels. No Person will be considered a Competitor if such Person has an interest in a Brand merely as (i) a franchisee or a passive investor that has no Control over the business decisions of the Brand, such as limited partners of non-Controlling stockholders, or (ii) a management company that operates hotels on behalf of multiple brands.

(d) “Control” (in any form, including “Controlling” or “Controlled”) means, for any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

(e) “Franchisor Lodging Facilities” means all hotels and other lodging facilities, chains, brands, or hotel systems owned, leased, under development, or operated or franchised or licensed, now or in the future, by Franchisor or any of its Affiliates, including: (i) AC Hotels by Marriott; African Pride Hotels; Aloft hotels; Autograph Collection hotels; Bvlgari and resorts; Courtyard by Marriott hotels; Delta Hotels by Marriott; Design Hotels; Edition hotels; Element hotels; Fairfield by Marriott hotels; Fairfield Inn by Marriott hotels; Fairfield Inn & Suites by Marriott hotels; Four Points hotels; Gaylord Hotels; JW Marriott Hotels & Resorts; JW Marriott Marquis hotels; Le Meridien hotels and resorts; Marriott Conference Centers; Marriott Executive Apartments; Marriott Hotels, Resorts and Suites; Marriott Marquis hotels; Moxy Hotels; Protea Hotels by Marriott; Protea Hotels Fire & Ice!; Renaissance hotels; Residence Inn by Marriott hotels; Ritz-Carlton hotels and resorts; Ritz-Carlton Reserve; Sheraton hotels and resorts; SpringHill Suites by Marriott hotels; St. Regis hotels, resorts and suites; The Luxury Collection hotels, resorts and suites; TownePlace Suites by Marriott hotels; Tribute Portfolio hotels and resorts; W Hotels; and Westin hotels and resorts; (ii) whole ownership facilities and other lodging products or concepts, including Edition Residences; Grand Residences by Marriott; JW Marriott Residences; Marriott Marquis Residences; The Residences at The Ritz-Carlton; and The Ritz-Carlton Residences; (iii) Vacation Club Products, including Marriott Vacation Club; Vistana Signature Experiences; The Ritz-Carlton Club; and The Ritz-Carlton Destination Club; and (iv) any other lodging product or concept developed or used by Franchisor or any of its Affiliates in the future.

(f) “Guestroom” means each rentable unit in the Hotel consisting of a room, Program Strata Unit, suite or suites of rooms used for overnight guest accommodation, entrance to which is

controlled by the same key; however, adjacent rooms with connecting doors that can be locked and rented as separate units are considered separate Guestrooms.

(g) “Master Franchisee” means a Person that has the exclusive rights to develop, operate or sub-license a Brand owned or Controlled by a Competitor.

(h) “Person” means an individual (and the heirs, executors, administrators or other legal representatives of an individual), a partnership, a joint venture, a firm, a company, a corporation, a governmental department or agency, a trustee, a trust, an unincorporated organization or any other legal entity.

(i) “Proprietor” means the Person holding legal or beneficial ownership of a Strata Unit, including the following: stock, partnership, limited liability company, joint tenancy, leasehold, proprietorship, trust, beneficiary, proxy, power-of-attorney, option, warrant, and any other interest that evidences ownership or Control.

(j) “Ownership Interest” means all forms of legal or beneficial ownership of entities or property, including the following: stock, partnership, limited liability company, joint tenancy, leasehold, proprietorship, trust, beneficiary, proxy, power-of-attorney, option, warrant, and any other interest that evidences ownership or Control.

(k) “Program Strata Unit” means and includes those strata units, (i) the Proprietors of which are parties to Rental Agreements provided by Marriott pursuant to the Franchise Agreement and (ii) that are owned by Seller or its Affiliates, all of which must be in the Guestroom inventory of the Hotel, and which will be rented to the general public as part of the Hotel.

(l) “Rental Agreement” means the rental management agreement between Seller or the Hotel Management Company and the Proprietor of a strata unit, in form and substance satisfactory to Marriott, pursuant to which the Proprietor of such strata unit engages Seller or the Hotel Management Company as its sole and exclusive agent to rent, manage and operate such Proprietor’s strata unit.

(m) “Rental Program” means the rental management program pursuant to which a Proprietor engages Seller (or Hotel Management Company) as its executive agent for purposes of renting, operating and managing such Proprietor’s Unit as a Program Strata Unit.

(n) “Restricted Person” means a Person who is (i) identified by any government or legal authority as a Person with whom Marriott or its Affiliates are prohibited or restricted from transacting business, including but not limited to a Person identified on the Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons or the Consolidated United Nations Security Council Sanctions List; (ii) directly or indirectly 10% or more owned or controlled by any such Person identified in (i) above; or (iii) ordinarily resident, incorporated or based in any country or territory that is the subject of a comprehensive U.S. embargo, or owned or controlled by, or acting on behalf of the government, of any such country.

(o) “Standards” means Franchisor’s manuals, standard operating procedures, systems, guides, programs (including the Quality Assurance Program), requirements, directives, specifications, Franchisor’s quality requirements for planning and constructing or renovating and refurbishing a System Hotel, fire protection systems and life safety components of the Hotel, and such other information, initiatives and controls that are necessary for operating System Hotels.

(p) “System Hotel” means a hotel operated by Franchisor, an Affiliate of Franchisor, or a franchisee or licensee of Franchisor or its Affiliates under the trade name Autograph Collection outside of the United States of America and Canada, and excludes any other Franchisor Lodging Facility or other business operation.

Exhibit D

FORM OF USE AND ACCESS AGREEMENT

THIS USE AND ACCESS AGREEMENT (the “*Agreement*”) is made and entered into **Write your code here.....**, by and between **LYNX HOLDINGS LIMITED**, a company organized and existing under the laws of Belize (“*Resort Owner*”), and [**Write your code here.....**], having an address at [**Write your code here.....**] (“*Unit Owner*”). Resort Owner and Unit Owner are sometimes individually referred to in this Agreement as a “Party” and collectively referred to the “Parties.”

RECITALS: