

PROMISE TO PURCHASE AND SALE PROPERTY AGREEMENT

On the one hand, **CONSTRUCTORA GRACIANO MATOS & ASOCIADOS, S.R.L.**, a commercial company incorporated and organized in accordance with the laws of the Dominican Republic, with National Taxpayer Registry (RNC) No.132-14775-8, with its registered office at Boulevard 1st., Cedro Building, Dominican Republic, duly represented by its Manager, Mr. JORGE IVAN MATOS RODRIGUEZ, dominican, of legal age, single, bearer of identity card No. 001-1149661-8, domiciled and resident in Punta Cana, Higüey, La Altagracia, Dominican Republic; which hereinafter will be referred to as "THE FIRST PARTY" or by its full company name; y,

On the other hand, _____, _____, of legal age, _____, bearer of _____, domiciled and resident in _____ and accidentally in this Municipal Tourist District Verón Punta Cana, Municipality of Higüey, La Altagracia Province, Dominican Republic; who in the future of this contract will be referred to as "THE SECOND PARTY" or by his full name.

THE FIRST PARTY and **THE SECOND PARTY** will be referred to hereinafter in this Real Estate Promise Contract (hereinafter the "Contract") jointly as "THE PARTS".

RECITALS:

Whereas (1st): DESTINO CAP CANA, located in the town of Juanillo, La Altagracia Province (hereinafter "CAP CANA"), is facilitating the construction and development by and at the risk of third-part developers of a series of buildings within the residential and commercial project, which will be endowed with areas destined for the construction of houses, residential buildings, clusters of individual houses and apartments.

Whereas (2nd): THE FIRST PARTY has agreed to use the following documents for the regulation of the Property/Project: (i) the Particular Conditions and Obligations for lands within Cap Cana, which are an integral part of this Contract and are attached thereto as Exhibit A; (ii) the Cap Cana Master Statement of Regulations (hereinafter, the "Cap Cana Master Statement"), which is an integral part of this Agreement and is attached thereto as Exhibit B; (iii) the Cap Cana Design Guidelines (hereinafter, the "Cap Cana Design Guidelines") and (iv) the Cap Cana Construction Guidelines (hereinafter, the "Cap Cana Construction Guidelines")). These documents (collectively referred to as the "Cap Cana Documents") establish the rights and obligations of all purchasers of real estate in Cap Cana regardless of the date of acquisition, to ensure that the development of Cap Cana and the constructions that are built in it, and its use, are carried out in the most uniform way possible and in accordance with the very nature of Cap Cana. Consequently, THE FIRST PARTY and THE SECOND PARTY accept that it is an indispensable condition, without the which this Contract had not been signed, its adherence to the Cap Cana Documents and the modifications that are introduced to them from time to time and proceeds to sign as a sign

of acceptance both the Particular Conditions and Obligations for lands in Cap Cana, such as the Cap Cana Master Declaration.

Whereas (3rd): THE FIRST PARTY, within the facilities of the Project, will build an apartment building (hereinafter the Condominium) whose use and administration will be regulated by the documents established in the previous Whereas and the Regulations for Co-ownership and Administration of the Condominium "THE DORMS" (hereinafter The Regulations), which will be delivered to THE SECOND PARTY after the signing of this Document.

Whereas (4th): THE FIRST PARTY is developing the project in the following properties:

"Property identified with license plate no.1000003551, catastral designation no. 506437304979, which has an area of 2,159.71 square meters, located in the Municipality of Higüey, La Altagracia Province, Dominican Republic".

Whereas (5th): THE FIRST PARTY is responsible for developing the construction, infrastructure, and improvements to be built in THE DORMS Project, in accordance with good engineering practices, in accordance with current construction regulations and anti-seismic standards and in accordance with the construction plans approved by the Ministry of Public Works and Communications and the other corresponding official agencies.

Whereas (6th): THE SECOND PARTY has expressed to THE FIRST PARTY its intention to acquire one of the Units of Exclusive Property of the Condominium, which it ratifies with the signing of this Contract.

THEREFORE, and on the understanding that this preamble is an integral part of this Agreement, THE PARTS:

HAVE AGREED AND AGREED AS FOLLOWS:

Article 1. Object of the Contract. THE FIRST PARTY, freely and voluntarily, and by the sole and exclusive means of this Contract, promises to sell to THE SECOND PARTY, who accepts and promises to buy, the property described below (hereinafter, the "Property"):

"Apartment No. _____, with an approximate area of _____ square meters, of those that will form part of THE DORMS AT LAS CANAS PROJECT (Condominium)"

Paragraph I: If there is a variation between the number of meters sold and the final footage of the apartment, the price of the unit will be adjusted according to the price per square meter agreed in the final purchase contract of the property to be signed between THE PARTS.

Paragraph II: THE FIRST PARTY expressly acknowledges, guarantees and accepts that it may not, from and during the term of this Agreement, sell, encumber, assign, dispose of, affect

or dispose of the Property in favor of another person, nor allow the same is affected by oppositions, lawsuits, encumbrances, impediments or occupations during the term of this Contract.

Article 2. Property Price. THE PRICE agreed by the parts for the exercise of the PROPERTY PURCHASE OPTION object of this act, has been set at the sum of _____ US DOLLARS WITH 00/100 (US\$_____). In this order, THE FIRST PARTY declares to have received from THE SECOND PARTY, the sum of _____ United States Dollars with 00/100 (US\$_____), corresponding to the reserve amount of the property, reason for which it grants release and settlement for the indicated sum and concept. The rest of the payment of the agreed price will be paid by "THE SECOND PARTY" in favor of "THE FIRST PARTY", as follows:

a) The sum of _____ UNITED STATES DOLLARS WITH 00/100 (US\$_____) at the signing of this contract, through bank transfer to the account authorized by THE FIRST PARTY, who declares having received from THE PROMISING BUYER, and for which it grants discharge receipt and legal settlement.

b) The sum of _____ UNITED STATES DOLLARS WITH 00/100 (US\$_____) that will be paid through bank transfers to the account authorized by THE FIRST PARTY, in twenty-four (24) Monthly Installments, of _____ United States with 00/100 (US\$_____) each. These payments will be made during the twenty-four (24) months following the moment in which THE FIRST PARTY obtains the construction license for THE PROJECT, granted by the Ministry of Public Works and Communications.

c) The remaining sum, necessary to complete the final price of this promise of sale, that is, the sum of _____ UNITED STATES DOLLARS WITH 00/100 (US\$_____) against delivery of the property, without prejudice to the penalties established in the body of this contract in case of non-compliance, the sums that are obliged to pay for this purchase, through the effective payment made directly in favor of the collection account managed by "THE FIRST PARTY", owned by the autonomous estate, or by the financing requested and obtained by THE SECOND PARTY, from a financial or savings and loan institution that must be indicated by THE FIRST PARTY, it being established that this disbursement must be made by the financial institution directly in favor of the aforementioned collection account.

Paragraph I. THE SECOND PARTY undertakes to pay the sums owed to THE FIRST PARTY within the terms set forth in the Second Article, literal b) and c), of this Agreement, without deduction or delay, so that the latter receives the amount due. Until the constitution of the trust that will give rise to THE FIRST PARTY is formalized, it authorizes THE SECOND PARTY to make the payments indicated in the Second Article, in a bank account in the name of the DEVELOPER, which we detail below:

Dominican Popular Bank

In pesos: 819427782 (Current Account)

In dollars: 819427824 (Savings Account)

Beneficiary: CONTRUCTORA GRACIANO MATOS & ASOCIADOS, S.R.L.;

RNC: 132-14775-8

SWIFT: BPDODOSXXXX

Telephone: 8099590244 and 8099590226

Fax: 8099590226

Address: Boulevard 1ro de November, Cedro building, premises 3002 and 3003, Puntacana Village, Punta Cana, Higüey, La Altagracia, Dominican Republic.

Paragraph II: THE SECOND PARTY acknowledges and accepts that the fulfillment of its obligations within the agreed time is essential and essential for THE FIRST PARTY to be able to fulfill its obligation to build and deliver THE PROPERTY on the SCHEDULED DATE.

Paragraph III. Any payment not made within five (5) days following the date on which it should have been made, will be subject to an interest rate for late payment equivalent to two percent (2%), for each month or fraction of a month. This penalty will be calculated from the moment of noncompliance until the moment of payment of the sums due and it does not imply in any way on the part of THE FIRST PARTY waiver of the rights conferred in this Agreement.

Paragraph IV. THE SECOND PARTY will make the payment of the pending fees, in the collection account managed by THE FIRST PARTY in favor of the Autonomous Trust, without the need for any requirement. If thirty (30) days have elapsed from the payment due date and THE SECOND PARTY has not made the same, THE FIRST PARTY will be entitled to declare THE SECOND PARTY in default and the same will lose by right and without file any legal process, the benefit of the term and the payment conditions that are granted by means of this contract, and consequently THE FIRST PARTY may proceed to rescind this contract by notifying the withdrawal due to corresponding breach.

Paragraph V. It is a commitment of THE SECOND PARTY to pay the agreed amount within the established terms, either with its own resources or through financing, for which the procedures and obtaining of resources are its absolute and total responsibility. If THE SECOND PARTY does not pay the entire agreed sale price, together with the delay applied for non-compliance in accordance with the second Article of this Contract, THE FIRST PARTY, at its sole discretion, may pursue the entire payment by all legal channels or alternatively terminate this contract as of right without the need for any legal process to be filed. The payments made by THE SECOND PARTY will be applied to the sums owed in the following order: (1) to interest and late charges; (2) due installments in order of seniority; and (3) to the corresponding installments according to the payment schedule. THE SECOND PARTY must pay the total amount owed stipulated in the Second Article, letter (c) no later than fifteen (15) days after THE FIRST PARTY notifies you that the property subject to this agreement is ready to be delivered; Failure to comply with the previously established term

will generate the violation of this agreement and will produce a surcharge for late payment to THE SECOND PARTY, in favor of THE FIRST PARTY for the sum of Two Thousand Five Hundred Dominican Pesos with 00/100 (RD\$2,500.00) for each day of backwardness.

Paragraph VI. In case of termination of this Contract, THE SECOND PARTY will have the right to receive once THE PROPERTY is re-sold: the reimbursement of the values that have been paid since the signing of this Contract, less an amount equivalent to forty (40%) percent of the amounts paid, plus the commission paid to the seller, never leaving THE FIRST PARTY with an amount less than the total separation of the property, established in this contract as compensation for the damages and losses that it has caused or may in the future cause THE FIRST PARTY to breach THE SECOND PARTY of the obligations assumed by means of this Contract.

Paragraph VII. Notwithstanding the provisions of paragraphs I, II and III of this Article, THE FIRST PARTY reserves the right to accept payments after their due date.

Paragraph VIII: THE SECOND PARTY accepts that the appraisal of the property established by the appraiser, who is the certified expert to appraise real estate, the financial entity or any other state agency, is not necessarily related to the sale price agreed in this contract.

Paragraph IX: If the termination occurs due to non-compliance or a cause attributable to THE FIRST PARTY, it must return to THE PROMINENT BUYER the amount equivalent to ONE HUNDRED PERCENT (100%) of the amounts received as payment, as a penalty and/or fair compensation, after discounting the expenses incurred by THE FIRST PARTY.

Paragraph X: Price Increase. In the event that there are increases in the prices of construction materials, salaries, wages and/or labor, of the employees according to the provisions of the National Committee of Salaries of the Ministry of Labor, or that If new taxes are approved on the construction and/or commercialization of real estate, including the expansion of the base of the existing ones, during the process of construction and completion of THE DORMS condominium, this will affect the sale price of the Property, which will result in a resulting difference, which will be charged to THE PROMINENT BUYER and distributed proportionally in the pending payments to be made, and effective from the notification of the increase by THE DEVELOPER. Said increase will be established and will be formally presented by signing an addendum to this contract signed by the Parts.

Paragraph XI: Payment in Dollars of the United States of America. THE PARTS agree that all payments provided for herein must always be made in Dollars of the United States of America. However, if for any circumstance of force majeure, not attributable to THE SECOND PARTY, the payment should be made in pesos of the Dominican Republic, the latter must deliver as many pesos as are necessary to acquire in the Dominican exchange market the amount of dollars of the payment to be made. The exchange rate to be used would be the average rate existing in the following four (4) banks of the Dominican financial system: Banco Popular Dominicano, Banco de Reservas, Banco BHD-León and Banco Central de la

República Dominicana. If in the Dominican exchange market there is no possibility of obtaining the necessary dollars to complete the payment and/or of establishing the applicable exchange rate, the New York exchange market will be used.

Paragraph XII: The securities received by THE FIRST PARTY will be received as a deposit and will not generate interest of any kind in favor of THE SECOND PARTY. These values will be applied to the sale price at the time of signing the final purchase agreement. The setting of the price agreed in this contract is stipulated for purposes of determination and certainty of the cost of the operation. Consequently, the price fixing or agreement does not imply an agreement for the transfer of the property right in favor of THE SECOND PARTY until the conditions indicated in Article 4 of this contract have been met.

Article 3. Reservation of the Right of Ownership of THE FIRST PARTY. This promise of sale is granted by THE FIRST PARTY, and accepted by THE SECOND PARTY, under the express condition that the property rights over the Property will not be transferred in favor of THE SECOND PARTY until:

- a) The full payment of the Property Price has not been made, with its accessories, if any, in the agreed form and term. This condition of full payment of the Price of the Property agreed for the conformation of the contract of sale constitutes an essential and determining condition without which THE FIRST PARTY would not have contracted, it being understood that any legal act or judicial action carried out by THE SECOND PARTY in violation of the same will have absolutely no legal value or effect and must be automatically dismissed by any judge, court or body in charge of the matter; y,
- b) The works of recasting and/or subdivision and/or corresponding measurements have not been completed as indicated in Article 1 of this Contract.
- c) The definitive purchase contract for the Property has not been signed.

Paragraph: As a consequence of the foregoing, THE SECOND PARTY acknowledges that it will not be able to register this Contract in the corresponding Registry of Titles, nor before any government institution.

Article 4th. Signing of the Definitive Purchase Agreement. Transfer of Property Right. For concretizing the operation object of this Contract, and once the conditions indicated in this Contract have been verified, the Parts will sign a definitive real estate purchase contract by means of which LA FIRST PART will assign and transfer in favor of THE SECOND PARTY the property rights over the Property. Likewise, THE PARTS acknowledge and accept that at the date of signing this contract, THE FIRST PARTY is carrying out the works aimed at the consolidation and/or subdivision and/or measurements as indicated in Article 1 of this Contract as well as the place management to formalize in your name the ownership of the property rights of the Property object of this Contract, for which the beginning of the

transfer process of the certificate of title of the Property in favor of THE SECOND PARTY will be carried out once the indications have been concluded negotiations.

Paragraph I: With the signing of the definitive contract of sale, THE FIRST PARTY undertakes to deliver the following documents to THE SECOND PARTY:

- i. Certification from the General Directorate of Internal Taxes indicating that the property is up to date with the payment of the Real Estate Property Tax (IPI).
- ii. Certification of Legal Status of the Property.
- iii. Original of the Property Title Certificate, issued by the Higüey Title Registry.
- iv. Copy of the Commercial Registry Certificate of THE FIRST PARTY and of the identity cards and election of their representatives.
- v. Minutes of the Assembly of THE FIRST PARTY, where the sale of the Property is authorized, and it is designated the people who sign on behalf of the same, duly registered before the Chamber of Commerce and corresponding Production.
- vi. Copy of the identity documents of the representatives of THE FIRST PARTY.
- vii. Any other document that is required by the competent authorities to carry out the transfer of ownership of the Property in favor of THE SECOND PARTY.

Paragraph II: THE PARTS acknowledge that through Law 158-01 and its amendments, on the promotion of tourism development in poorly developed areas and new areas in provinces and locations with great potential in the Dominican Republic (hereinafter the "CONFOTUR"), certain exemptions and the possibility of deductions are granted to people who, according to said legislation, can claim them for complying with the necessary requirements established therein. Said benefits would only apply, if applicable, for the first transfer of property to be registered from THE FIRST PARTY to THE SECOND PARTY. Even though the Property will be submitted and/or applied to CONFOTUR by THE FIRST PARTY, it does not guarantee the obtaining of the benefits foreseen there to date, nor any other related present or future. Subsequent property transfers must pay the applicable taxes, as well as all possible charges and expenses generated by the corresponding Title Registry.

Paragraph III: It is agreed that THE SECOND PARTY undertakes to pay the municipal excise taxes and any other derived from taxes related to the property of the Property, in the event that the exemptions and benefits contemplated by the CONFOTUR are not applicable or if these are required by the competent governmental authority, for which reason THE FIRST PARTY is exempted from all responsibility for paying them by this same Contract. Likewise, THE SECOND PARTY is responsible for carrying out the procedures of place before the corresponding authorities for the purposes of obtaining the exemptions of place, if applicable.

Article 5th. Payment slip. It is agreed between THE PARTS that in the event that the Advance established in subparagraph a) of Article 2 of this Contract has not been duly paid within seven (7) business days after the date of signature of this Contract by part of THE SECOND PARTY, this Contract will be terminated automatically and without legal effect between THE

PARTS, without the need for judicial intervention, under the understanding that THE FIRST PARTY may offer the Property on the market. However, THE FIRST PARTY reserves the right to extend the term established herein.

Paragraph I: THE SECOND PARTY acknowledges that, in case of non-payment of any of the amounts established in the Article of this Agreement, once any of said amounts is payable in accordance with the terms and conditions of this Agreement, THE FIRST PARTY shall delay to THE SECOND PARTY so that the latter, within a period of seven (7) business days counted from the notification of the default, make the payment of the amount owed, under the understanding that in the event that THE SECOND PARTY does not make the payment within said period, THE FIRST PARTY reserves the right to cancel this Contract, without the need for judicial intervention, and retain as a penalty for non-compliance with its payment obligations, the totality of the sums that are detailed below, paid by THE SECOND PARTY, under the understanding that once said right has been exercised, THE FIRST PARTY may offer the Property object of this Contract on the market; namely:

- a. If THE SECOND PARTY has paid up to Thirty Percent (30%) of the Price of the Property, THE FIRST PARTY will retain all the sums paid in its favor; Y
- b. If THE SECOND PARTY has paid amounts greater than Thirty Percent (30%) of the Price of the Property, THE FIRST PARTY will withhold as a penalty the amount equivalent to Thirty Percent (30%) of the Price of the Property, reimbursing to THE SECOND PARTY any amount paid more than this Thirty Percent (30%).

Paragraph II: In case of unilateral termination of this Contract by THE SECOND PARTY, the latter must notify THE FIRST PARTY in writing or by email of said termination, under the understanding that THE SECOND PARTY will apply the penalties detailed in Paragraph I of this Article 6, passing said amounts to be the property of THE FIRST PARTY, and this Contract will be terminated as of right without the need for any judicial intervention. THE FIRST PARTY may, at its sole discretion, offer the Property object of this Contract on the market.

Paragraph III: It is expressly understood that the remaining sums to be returned to THE SECOND PARTY, if applicable, will be reimbursed by THE FIRST PARTY one hundred and eighty (180) days following the date on which the cancellation of the contract was notified. this Contract, as long as the Property has been sold to a third PART purchaser.

Paragraph IV: In any case in which this promise of sale is null and void, THE SECOND PARTY undertakes to return the Property in the same conditions in which it was received within a period not exceeding ten (10) business days from the date termination of this Contract, as indicated in this article. In such case, THE SECOND PARTY must deliver the Property free of all taxes or charges for services, maintenance fees, and any tribute or arbitration, under the understanding that the improvements made or installed by THE SECOND PARTY in the Property, will be for the benefit of THE FIRST PARTY, free of charge. In the event that THE SECOND PARTY does not return the Property within the indicated period, THE FIRST PARTY may initiate the corresponding legal actions.

Article 6. Delivery of the Property: THE FIRST PARTY undertakes to deliver THE PROPERTY, after full payment of the agreed price and expenses, on the SCHEDULED DATE, subject to

the established conditions, substantially with the urban facilities and finishes; finishes and basic installations established. The delivery date is scheduled for twenty-four (24) months after THE FIRST PARTY obtains the construction license for THE PROJECT, granted by the Ministry of Public Works and Communications.

Paragraph I: The delivery date indicated above will be subject to variation, in the event of a fortuitous event or force majeure, as well as for any delay in obtaining the permits for the place before the corresponding authorities, so THE FIRST PARTY will only be obliged to communicate such variation in writing to THE SECOND PARTY.

Paragraph II: Payment of Maintenance and Hiring of Services. THE SECOND PARTY will be responsible for paying the maintenance fees for the Property, including the maintenance fees for the Cap Cana destination, whose administration is currently in charge of the Cap Cana Owners Association (APROCAP), to the extent that said fees are required. maintenance, and once the first of the following events occurs: (i) urbanization or urban infrastructure works are completed; (ii) construction begins on the Property; (iii) that the property title be transferred in favor of THE SECOND PARTY. Likewise, THE SECOND PARTY undertakes to contract, at the time the construction of the works on the Property begins, the electricity and water services provided in Cap Cana.

Paragraph III: Leases. THE SECOND PARTY acknowledges and agrees that all vacation rentals of the Property and its improvements must be made exclusively through the centralized vacation rental system established and authorized by THE FIRST PARTY or its successor in title. For the purposes of this contract, vacation rental means the rental and occupation of the Property by any person other than the owner for a period of less than three (3) months, for which said owner receives a remuneration or benefit. THE SECOND PARTY undertakes to make third-PART purchasers of the Property accept, sign and comply with this clause.

Paragraph IV: Destination of the Property. THE SECOND PARTY undertakes to use the Property for the sole and exclusive purposes of single-family housing, in the terms indicated in this Agreement and its annexes.

Article 7th. Warranties and Representations. The persons, parts to this Agreement, represent and warrant the following, as applicable:

1. Constitution, Existence and Authorization. That they are companies duly constituted and existing in accordance with the laws indicated in the introductory part of this Agreement and have all the necessary powers to own their assets and conduct their business as they do today.
2. Power and Authorization. That they have the faculties, powers and authorizations necessary to grant and comply with the terms of this Agreement. Likewise, the natural persons who sign this document, in representation and on behalf of each of them, are endowed with full powers granted by the competent corporate body to assume every one

of the rights and obligations established in this Agreement. with respect to their representatives.

Article 8th. I do not quit. All the actions stipulated here in favor of THE FIRST PARTY for the fulfillment by THE SECOND PARTY of the obligations under its charge, in accordance with the terms of this Agreement, are cumulative with any other legal or administrative actions, existing or that exist. in the future for the purposes, THE FIRST PARTY reserving the right to exercise them discretionally, on the understanding that the exercise of any of them does not imply their renunciation of the other available actions.

Article 9. Agreements. All agreements, guarantees, declarations and agreements contained in this Agreement and its annexes will survive the signing of the same and will continue to be the property of and will include and bind the heirs, executors, administrators, successors in title and successors in title of THE respective PARTS. It is understood that there are no oral or written agreements or declarations between THE FIRST PARTY and THE SECOND PARTY that affect this Agreement, and it supersedes and cancels every one of the previous negotiations, arrangements, declarations and understandings that may exist between THE PARTS. This Agreement may only be modified or altered by written agreement between THE PARTS and no action or omission of any employee or agent of THE PARTS or of any broker, if any, will alter, change or modify any of the provisions hereof.

Article 10. Choice of address. For the purposes of entering into this Agreement, THE PARTS choose domicile at the addresses indicated at the beginning of this Agreement. Any notification that must be made, in accordance with the provisions of this Agreement, will be considered duly made and notified to all its effects and effects when it is made or delivered: (i) by act of a bailiff; or, (ii) by courier with acknowledgment of receipt, either by certified mail or by international courier or private courier; or, (iii) by email; or, (iv) by fax or email copy to the addressee during business hours, indicating the sending of the original by certified mail or by international or private courier service; or, (v) in general by any other means that allows proof of receipt. All notification will take effect and will be opposable to the receiving PART from the date of receipt of the same.

Article 11. Divisibility. The illegality, invalidity or unenforceability of any section of this Agreement, as determined by a court or other authority of competent jurisdiction, shall not be deemed to affect the legality, validity and enforceability of any remaining provisions. In the event of a null stipulation, THE PARTS shall negotiate in good faith to agree on the terms of a mutually satisfactory stipulation, unless the term, condition or obligation that has been declared null is essential for the purposes of this Agreement.

Article 12th. Assignment. THE PARTS agree that the credits generated in this contract in favor of THE FIRST PARTY may be partially or totally assigned by it without prior authorization from THE SECOND PARTY, maintaining the same conditions for the payment of the Price of the Property stipulated herein. The assignment of the credit implies the transfer in favor of the third PART assignee of all the rights of THE FIRST PARTY in relation

to the credit generated by virtue of this Agreement, on the understanding that said assignment will be formalized by means of notification to the chosen address of THE SECOND PARTY. PART, by virtue of the provisions of article 1690 of the Civil Code of the Dominican Republic.

Article 13. Legal fees and expenses. The expenses and attorneys' fees derived from the formalization and registration of this Contract and its annexes, will be borne by each of THE PARTS.

Article 14. Applicable Law and Jurisdiction. THE PARTS acknowledge that this Agreement shall be governed by the laws of the Dominican Republic, likewise, for all matters and situations not provided for in this Agreement, THE PARTS refer to common law. In this sense, all litigation, controversy, dispute, conflict or claim resulting from the interpretation, breach, execution, resolution or nullity of this Agreement will be submitted and resolved in the ordinary courts of the Dominican Republic.

Article 15. Rules of Interpretation. For the purposes of this Agreement, unless otherwise indicated: (i) references to articles, paragraphs and exhibits are references to the Articles, Paragraphs and Exhibits of this Agreement; (ii) all references to days refer to calendar days, unless expressly stated otherwise; (iii) the titles and headings will be used only as a reference, in the understanding that they are not intended to limit or restrict the interpretation of the previous text.

Article 16. Origin of Funds; Prevention of Money Laundering, Financing of Terrorism. THE SECOND PARTY declares under oath that the resources used for the purchase of the Property do not come from money laundering, financing of terrorism, drug trafficking, illicit collection of money and in general any illicit activity or other crimes typified in Law 155-17 from the Dominican Republic. In any case, if during the term of the Contract, THE SECOND PARTY is involved in an investigation of any kind (criminal, administrative, etc.) related to illicit activities, money laundering or financing of terrorism, or is included in lists of such as those of the UN, OFAC, etc., THE FIRST PARTY IS RESERVED the right to unilaterally terminate the Contract without being obliged to compensate any type of damage to THE SECOND PARTY for this fact. Similarly, THE SECOND PARTY undertakes to deliver all the documentation that is reasonably requested by THE FIRST PARTY for it to comply with the due diligence required by Law 155-17 of the Dominican Republic.

Article 17. Documents in Spanish Language. THE SECOND PARTY acknowledges and agrees that this Agreement must be signed and executed in Spanish to comply with the legal provisions of the Dominican Republic, however, THE FIRST PARTY could have provided an English version for reference purposes. THE FIRST PARTY declares that the English version provided is a faithful translation of the Spanish version in all its aspects. In the event of a conflict between the English and Spanish versions of this Agreement, the Parts agree that the provisions set forth in the Spanish version shall prevail.

Given and signed in four (4) originals of the same tenor and effect, one by each of THE PARTS, and another by the Acting Notary. In the Municipal Tourist District Verón Punta Cana, Municipality of Higüey, La Altagracia Province, Dominican Republic, on the ____ (__) day of the month of _____ of the year two thousand twenty-two (2022).

For THE FIRST PARTY:
CONSTRUCTORA GRACIANO MATOS & ASOCIADOS, S.R.L.

CARLO GRACIANO LAMA

For THE SECOND PARTY:

I, _____, Notary Public Lawyer of the Municipality of Higüey, provided with the registry of the Association of Notaries No. _____, CERTIFY AND ATTEST that Mrs. CARLO GRACIANO LAMA and _____ have appeared before me, persons to whom I attest to know and those who have stated to me under oath that they act freely and voluntarily, that the signature they have placed at the bottom of this document and in my presence, is the same one they use to legalize all their documents, both public and private, in which they participate . In the Municipal Tourist District Verón Punta Cana, City of Higüey, La Altagracia Province, Dominican Republic. Today _____ (__) of the month of _____ of the year two thousand twenty-two (2022).

PUBLIC NOTARY