



ESCAZÚ - MANUEL ANTONIO - JACO

REAL ESTATE LISTING AGREEMENT.

THIS AGREEMENT is entered into this 10th day of December, year 2013, by and between Envision Costa Rica SRL, a company with corporate identification document number 3-102-547081, represented by **Scott Cutter**, with only one last name due to his nationality, bearer of the Costa Rica Residency number 184000246919, acting in his condition of legal representative with enough legal faculties to enter into this agreement (hereinafter identified as the "BROKER"); and Coconut Del Mar Pacifico S.A. a company with corporate identification document number 3-101-373052, represented by Niclas Svanlund, bearer of the Costa Rican Residency number 175200010725, acting in his condition of legal representative with enough legal faculties to enter into this agreement (hereinafter identified as the "SELLER").

WHEREAS:

A) The SELLER is the sole and legitimate owner of the properties recorded at the Real Estate National Registry under property number 6-124104, hereinafter collectively identified as the PROPERTY.

B) It is of the SELLER's interest to sell the PROPERTY under the terms and conditions hereinafter described.

C) The BROKER is interested in working on the sale of the PROPERTY under the terms and conditions hereinafter described.

NOW, THEREFORE,

The parties agree to execute this Real Estate Listing Agreement which will be governed by and construed in accordance with the Laws, Regulations and other applicable Costa Rican legislation to which the parties are bound and specifically by the following clauses:

1. PURPOSE AND END:

This agreement is entered into by the parties with the purpose of: i) having the BROKER collaborate with the SELLER in the sale of the PROPERTY, ii) assuring the SELLER that the PROPERTY will be offered under the terms and conditions contained in this agreement, and iii) assuring the BROKER that in the event the PROPERTY is sold by the BROKER, the SELLER shall pay the real estate fees detailed in this agreement.

It is clearly understood by the parties that the BROKER does not guaranty or assure to the SELLER that the PROPERTY will be sold within the term of this agreement. The BROKER does manifest to the SELLER that he would do his best efforts to achieve such sale under the terms and conditions contained in this agreement.

2. PROPERTY DESCRIPTION:





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The PROPERTY is described at the Real Estate National Registry database as follows: Property number 6-124104 - 000, located in the Province of Puntarenas, County of Aguirre, District of Quepos, with a recorded area of 9011.65 square meters, with a recorded cadastral plan number P – 1258472-2008, the property **is free of encumbrances and annotations-** other than those currently registered on the property.

The PROPERTY consists of an independently tilted property along with a house which has five bedrooms, three full bathrooms, kitchen, living and terrace areas along with a pool. The house is commonly referred to as the Casa Karisma and is located in the Finca Se Ve Bien development. Including in the sales price is the home, all furniture, fixtures, appliances and supplies currently in the home. The Seller will provide the Broker with an excluded items list along with this agreement which will include all the personal items, artwork, etc. of the seller.

3. LISTING PRICE:

The SELLER lists the PROPERTY for the gross amount of Six Hundred and Forty -Nine Thousand Dollars, currency of the United States of America (US\$649,000) Any offer to be delivered by a potential buyer found by the BROKER, for a different amount than the above stated shall be accepted in writing by the SELLER for it to be binding to the SELLER.

4. TERM:

The term of this agreement is of SIX calendar months counted from the day of signature of the same. Such listing term has been agreed by the parties as the minimum term for this contract to be legally binding and applicable, being that it may not be terminated before its expiration. The SELLER will only be able to end this agreement before the above referred term expiration if: i) The PROPERTY gets sold, or ii) This agreement is breached by the BROKER. Such term will be automatically extended for additional periods of 6 months without the need of signing additional documents, unless any of the parties of this agreement notifies in writing to its corresponding counterpart, at least 15 calendar days before the expiration of the term, of his intention of terminating the same.

5. BROKER FEES:

In the event the BROKER finds a buyer for the PROPERTY under the terms and conditions detailed on this agreement or as otherwise accepted and authorized in writing by the SELLER, the SELLER shall pay to the BROKER a real estate brokerage fee of seven per cent (7%) of the total gross sales price at closing of a successful transaction. Additionally, the SELLER shall pay a 13% sales tax over the above referred real estate brokerage fee which shall be collected and delivered by the BROKER to the Costa Rican tax authorities, hence the total amount to be paid by the BROKER would be of seven point nine one percent (7.91%) of the total gross sales price including the above referred taxes.

If this agreement is terminated for any reason and a potential buyer referred by the BROKER purchases the PROPERTY within a 6 calendar month term counted from the date of termination of this agreement, the SELLER shall pay to the BROKER the full brokerage commission plus the sales tax above mentioned.





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In the event that the BROKER was able to sell the PROPERTY by means of one of its associates or related brokers, the above referred real estate brokerage fee shall be paid by the SELLER directly to the BROKER. It would be the BROKER'S responsibility to distribute such fees amongst the agents, associates or brokers involved in the transaction.

If the buyer of the PROPERTY decides to use an escrow account for the transfer of the funds to purchase the PROPERTY, at the time of the closing, the BROKER will be entitled to ask the corresponding escrow agent to make the payment of its expressly agreed commission and sales tax directly to the BROKER. Such amount will be deducted from the sales price to be received by the SELLER as agreed on this contract.

If a deposit of money is forfeited by a buyer, 25% of such deposit shall be retained by the BROKER, providing that this amount does not exceed the real estate brokerage fees, and the remaining 75% of such deposit shall be kept by the SELLER.

6. EXCLUSIVITY

The SELLER grants exclusivity rights to the BROKER for the marketing and sale of the PROPERTY during the term of this listing agreement, hence the BROKER is the only real estate agent legally authorized to market, show and offer the PROPERTY for sale to potential buyers of the same, unless the BROKER authorizes a third party agency to promote the listing on their web site, other online marketing tools and advertising materials. In such case, it would be the BROKER'S responsibility to control the way the PROPERTY is promoted by such third party agency or agencies and insure an integrity filled presentation.

The SELLER and BROKER agree that during the term of this agreement if the SELLER procures a buyer for the property, that the BROKER will work on a total commission of 3.5% plus the corresponding IVA taxes on that amount in recognition of the SELLER having sourced the buyer for the property.

The right of the BROKER to charge its full brokerage commission plus taxes will also apply in the event that the PROPERTY gets sold to a client who was registered by the BROKER during the term of the agreement, during the term of this agreement or within an additional period of six months counted from its date of termination,. Furthermore, the right of the BROKER to charge its full brokerage commission plus taxes will apply in the event that the PROPERTY gets sold within 45 days of the expiration of the agreement. In this instance, the BROKER will provide the full range of services as the BROKER of the transaction in order to receive the full commission.

7. BROKER'S OBLIGATIONS AND DUTIES:





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The BROKER shall:

- Make its best efforts and act diligently in trying to sell the PROPERTY. It is clearly understood that the BROKER can not assure that the PROPERTY will be sold within the term of this agreement.
- Advertise the PROPERTY by means and methods the BROKER considers appropriate, including but not limited to its website and other online marketing tools.
- Disseminate information about the PROPERTY to other brokers or associates.
- Immediately inform the SELLER of serious offers presented by potential buyers and explain the terms and conditions of such offers.
- Register with the SELLER each potential buyer of the PROPERTY, by sending an email to the SELLER's address stated on clause number 12 of this agreement.

8. SELLER'S OBLIGATIONS AND DUTIES:

The SELLER shall:

- Cooperate with the BROKER in good faith to facilitate the showing and marketing of the PROPERTY.
- Efficiently provide to the BROKER additional information requested in regards to the PROPERTY.
- Immediately notify the BROKER in the event that the PROPERTY or any portion of it is sold or removed from the market.
- Immediately notify the BROKER if any special situation arises that in any way affects or may affect the PROPERTY, its value or integrity.
- In the event that SELLER defaults on execution of the PROPERTY sale, SELLER shall pay the full real estate brokerage commission and related taxes to the BROKER if the BROKER had found a buyer for the PROPERTY under the terms and conditions contained in this agreement or otherwise previously accepted by the SELLER in writing.
- In the event that the SELLER wishes to change any of the terms or conditions for the sale of the PROPERTY (such as its sales price, payment method, etc), a minimum of 30 days notice in writing will be given to the BROKER. During this 30 day period, SELLER agrees to honor all pricing and information as is detailed in this agreement.
- Keep any and all communications and/or negotiations with potential buyers referred by the BROKER solely through the BROKER. This obligation has been agreed and accepted by the parties as an essential condition for the execution of this agreement. The SELLER'S breach of this obligation will entitle the BROKER to immediately charge to the SELLER the full real estate brokerage fee plus sales taxes as indemnity.
- Allow the BROKER to install on site marketing signs on the PROPERTY.

9. SELLER'S DECLARATIONS AND WARRANTIES:

SELLER declares and warrants:



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- That he is the sole and legitimate owner of the PROPERTY.
- That he is legally entitled to sign this listing agreement as well as to negotiate and execute any eventual sale of the PROPERTY.
- That the PROPERTY doesn't have hidden issues, nor will be affected by judicial or other administrative procedures.
- That there are no third parties claiming any kind of rights or privileges over the PROPERTY.
- That the PROPERTY is not located within environmental protected areas, natural reserves, or National parks.
- That no direct contact, communication or negotiation would be made with potential buyers of the PROPERTY referred by the BROKER.

10. MARKETING AUTHORIZATION:

The SELLER authorizes the BROKER to advertise the PROPERTY by means and methods the BROKER considers appropriate, including but not limited to web site and other online marketing tools, on site signs, disseminating information to other brokers or associates, etc.

11. SEVERABILITY:

Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining clauses and provisions of this agreement.

12. NOTICE ADDRESSES:

Any notification to be delivered to the parties shall be sent to each party's email address and fax number included on this agreement. Each party will be responsible of providing the necessary maintenance to its designated email address and fax number. In the event that any party wishes to change his notice address, such party shall previously notify the new email address and new fax number in writing to its corresponding counterpart for such change to be binding and applicable. Any notification delivered at the notice addresses contained in this agreement will be valid for all legal purposes.

The SELLER notice addresses are the following:

- email: Niclas Swanlund <niclasswanlund@gmail.com>

The BROKER notice addresses are the following:

- email: scott@2costaricarealestate.com
- fax number: 2777-3274





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13. GENERAL PROVISIONS:

- (a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- (b) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except through a written document signed by both parties.
- (c) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (d) Successors & Assigns: This Agreement shall bind each party's heirs, successors and assigns. The parties may not assign or transfer its rights or obligations under this Agreement without the prior written consent of their corresponding counterpart. Any assignment or transfer in violation of this section shall be void.

14. ARBITRATION.

If any difference, conflict or dispute arises in connection with the performance, breach, interpretation or any other aspect derived from this Agreement, the parties, in accordance with Articles forty-one and forty-three of the Political Constitution, do hereby expressly waive the application of the regular jurisdiction, and agree to resolve the conflict in accordance with the following procedure: The matter or controversy shall be resolved by means of final award, which cannot be appealed, in accordance with the Conciliation and Arbitration Regulations of the Center for Conciliation and Arbitration of the Chamber of Commerce of Costa Rica, to which provisions the parties subject themselves on an unconditional basis. The arbitration proceedings shall be legal and conducted by an arbitration panel composed of three members designated by the Center for Conciliation and Arbitration of the Chamber of Commerce of Costa Rica. The arbitration award shall be final and issued in writing, being binding to the parties. It cannot be appealed, unless challenged by a motion for reversal or to declare nullity. Once the award has been issued and becomes final, it shall produce material res judicata effects and the parties shall enforce it without delay. The proceedings and the contents thereof shall be absolutely confidential. It is understood that the arbitration proceedings can be requested by either of the parties to this agreement, while their rights are in force under this Agreement. If the Center for Conciliation and Arbitration of the Chamber of Commerce of Costa Rica is not providing the aforesaid services at the time the conflict has to be resolved, the conflict shall be resolved by means of arbitration proceedings conducted in accordance with the laws on alternative dispute resolution in force in the Republic of Costa Rica at that time. The party or parties that have to cover the expenses and professional fees in connection with said proceedings and the proportion of such payment shall be determined in the alternative dispute resolution, and in principle, the losing party shall defray the expenses. The term to challenge the award shall be ten days.

IN WITNESS WHEREOF, the parties hereto have duly executed two originals of this Agreement with the same content and legal value showing full acceptance of the totality of its terms and conditions contained herein, in the city of San José, Costa Rica, as of the day and year above written.





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For and on behalf of BROKER:

For and on behalf of SELLER:

Walter Rumbaut



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