

THIS AGREEMENT for the purchase and sale of real estate (the “Agreement”), is made

BETWEEN:

of _____

(hereinafter individually or collectively called the “Purchaser”),
OF THE FIRST PART,

-and-

GRAND BELIZEAN ISLAND COMPANY,
a corporation incorporated pursuant to the laws of the Sovereign State of Belize,
(hereinafter called the “Seller”),
OF THE SECOND PART.

In consideration of the mutual promises herein contained and for other good and valuable consideration, (the receipt and sufficiency whereof is hereby acknowledged), the Parties agree as follows:

1.1 The Purchaser agrees to purchase and the Seller agrees to sell the lands described as Parcel(s) # _____, in the Belize Estates subdivision, located approximately 3 miles northwest of the town of San Pedro, on Ambergris Caye in Belize (hereinafter called the “Lands”).

PURCHASE PRICE

2.1 The Purchaser shall pay to the Seller the sum of \$ _____ (**xxxx Thousand xxxx Hundred xxxxxxxx Dollars US**) in the lawful currency of the United States of America (the “Purchase Price”), inclusive of survey fees, which shall be satisfied and paid by payment of a non-refundable deposit (subject to Article 3.3) in the amount of \$ _____ **USD** (\$500 US per lot) immediately upon the acceptance of this Agreement by the Seller, **AND TO PAY ONE OF THE FOLLOWING:** (Please check which option applies).

- Option 1** In the event the Purchaser chooses a CASH PURCHASE, the Purchaser will pay the balance of \$ _____ on or before the _____ day of _____, 2009 (the “Closing Date”), plus \$ _____ **USD** (\$225 US per lot) for title transfer fee and

document delivery fee .

□ Option 2 In the event the Purchaser wished for the Seller to provide financing, the Purchaser will pay the Seller the additional sum of \$ _____ **USD** (\$1,500 US per lot), plus \$ _____ **USD** (\$225 US per lot) for title transfer fee and document delivery fee, immediately upon the acceptance of this Agreement, and pay the balance of \$ _____ **USD**, plus an interest and financing charge of \$ _____ **USD** (\$1,200 US per lot), by making monthly payments of \$ _____ **USD** on or before the 1st of each month to the Seller for six (6) months.

The total Purchase Price is calculated as follows:	
_____ Standard lots @ \$ _____ US per lot = \$ _____ .	Lot #'s: _____ .
_____ Prime lots @ \$ _____ US per lot = \$ _____ .	Lot #'s: _____ .
_____ Sup.Prem. lots @ \$ _____ US per lot = \$ _____ .	Lot #'s: _____ .
_____ _____ lots @ \$ _____ US per lot = \$ _____ .	Lot #'s: _____ .
Total: \$ _____ .	

2.2 Payment of the Purchase Price, which is inclusive of Survey Fee, shall be made by depositing the applicable sum to the Grand Belizean Island Co. Escrow Account (credit card authorization form and wire transfer instructions attached), and confirming same by providing a copy of the receipt for each payment to the Seller.

2.3 In the event that the Purchaser is depositing monies by check, such payment shall not be considered to have been made until such time as cleared funds are received by the Seller's bank, which is typically seven (7) days from the date of deposit. Accordingly, payment by Visa/Mastercard, cash deposits and/or electronic wire transfer of funds is strongly suggested.

TRANSFER OF LAND

3.1 In consideration of the payment of the Purchase Price and Survey Fee in full, the Seller shall provide appropriate transfer documentation to the Purchaser as soon as the Seller is able to obtain mutated titles, which documentation shall, upon registration at the Lands Utilization Authority, be sufficient to cause title to the Lands to vest in the name of the Purchaser, free of any registered charges, cautions,

easements, or any other registered encumbrance.

3.2 The Purchaser shall be responsible to pay all legal fees, registration fees, taxes and other expenses associated with the transfer of the Lands from the Seller to the Purchaser.

3.3 The within transaction is expressly subject to the ability of the Purchaser to acquire title to the Lands. In the event that the Purchaser, acting reasonably, and upon registration of the transfer documents, is unable to acquire title to the lands and the Seller is unable to correct any such deficiency, then the Seller shall reimburse to the Purchaser his full payment of the Purchase Price and Survey Fee, in exchange for which, the Purchaser shall return, unused, all documents furnished by the Seller.

MISCELLANEOUS

4.1 All references to currency shall mean to the lawful currency of the United States of America.

4.2 This Agreement shall be governed by and construed in accordance with the Laws of the Sovereign State of Belize and in the event of any dispute arising hereunder, it is agreed that exclusive venue shall be in a Court of competent jurisdiction in Belize.

4.3 Time shall be of the essence of this Agreement.

4.4 This Agreement contains the entire agreement of the Parties relative to the matters dealt with herein and supersedes all prior Agreements, written or oral, among the Parties, and its execution has not been induced by, nor do any of the Parties hereto rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part hereof.

4.5 For greater clarity, and without restricting the generality of the foregoing, the Seller makes no representation whatsoever with regard to the supply of land fill, road access, utility services or with regard to any other alterations or improvements to the Lands or the surrounding region.

IN WITNESS WHEREOF the undersigned does hereby offer to purchase the Lands on the terms set forth hereinabove, which offer shall become null and void if not accepted within ten (10) days of the delivery of same to the Seller. **This is a binding legal agreement, please read carefully.**

Executed at the Town of San Pedro)	
Belize, this ____ day of _____, 2009)	_____
) Purchaser	
)	
)	
)	
_____)	_____
Witness)	Second Purchaser (if applicable)

Please print Purchaser(s)' name(s) and tel. number(s) below:

The Seller, Grand Belizean Island Co., does hereby accept the within offer. Upon affixing the signature of a duly authorized representative of the Seller, this document does become a legally binding and enforceable agreement between the parties.

Executed at the Town of San Pedro
Belize, this ____ day of _____, 2009

Witness

)
)
) _____
) Grand Belizean Island Company
) Per:
)
) _____
) Authorized Representative



Grand Belizean Estates

#18A Belize Yacht Club
San Pedro Town, Ambergris Caye
Belize, Central America - Telephone 011-501-226-4483
web: www.grandbelizeanestates.net

I, _____, hereby authorize Grand Belizean Estates, to charge my credit card account in the amount of \$ _____ USD.

For Lot #(s): _____ in Grand Belizean Estates Subdivision.

First Name: _____ Middle Name: _____ Last Name: _____
(As it appears on card.)

Credit Card Number: _____

Payment Type: Visa _____ Mastercard _____

Expiration Date: _____ Credit Card Verification On Back of Card _____
(3-Digits)

Credit Card Billing Address:

Street: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Telephone: _____

Authorized Signature: _____

Supporting Documentation:

To protect you from credit card fraud please attach the following documents to this form:

A. Copy of your Credit Card (Front and Back)

B. Copy of your Identification (Passport or Driver's License)

Your completion of this credit card authorization form helps us to protect you from credit card fraud and identity theft..

Once completed, please scan and email the Purchase Agreement, Authorization Form, and all supporting documentation, or return by fax to RE/MAX Isla Bonita at (US) 1 - (303) 265-9926.



WIRING INSTRUCTIONS

Banking Information, US (\$) Dollar Accounts

Wachovia Bank
New York International Branch
11 Penn Plaza, 4th Floor
New York, NY 10001, U.S.A

Routing (ABA) No.: # 026-005-092
SWIFT: PNBpus3nny

Account No.: # 2000192008196
Name/Of: Atlantic International Bank Ltd.
For further Credit to Account No.: # 100004273
in Name/Of: Sugar Caye Development, LTD S.A.

Address for Sugar Caye Development, LTD S.A.: (as may be required by some banks)

#18A, Belize Yacht Club
Coconut Drive
San Pedro Town
Ambergris Caye, Belize