

Chapter One. Definitions. For the purposes of this instrument, the words written in capital letters shall have the following meaning: PROJECT: the real estate project located in Papagayo of which the properties that are affected and favored by means of the easements placed and/or amended by this instrument are part thereof. AREA OF INFLUENCE: The PROJECT'S neighboring and close-by properties.

Chapter Two. Amendments to the access easements: The grantors state their wish to amend, upon the terms hereinafter defined, the right of way easements recorded with the Public Registry as per the following entries: a) book 558, Entry 15.431, Consecutive 01, Sequence 000-2, Sub-Sequence 001; b) Book 558 Entry 15.431, Consecutive 001, Sequence 0114, Sub-Sequence 001. Such easements must provide for the following amending conditions the rest of which will remain untouched: **ONE:** In order to keep the good conditions of said easements, the parties agree to set up a monthly fee of _____ Dollars applicable to each of the dominant estates of the stated easements which fee will include the cost of a permanent custodian at the location of the PROJECT who will also provide their services as gardeners along the sides of the easements and at the entrance to the PROJECT. Any increase of such fee shall be agreed by the Group of Owners as set forth hereafter upon the vote of at least 51% of the members present at the meeting called for such purpose. **TWO:** No tow cars or similar vehicles will be allowed to park on any of the dominant estates' easements. Those non-operating, broken down vehicles or their attachments cannot remain or be housed on the dominant estates for a period exceeding two weeks. **THREE:** If as a result of a resolution taken by the Group of Owners as defined hereinafter, it was decided to make improvements to all the easements set forth throughout this document, whether in terms of materials, signs or width, among others, the owners of all the estates comprising the PROJECT must finance in the applicable proportions the expenses incurred therewith, and in relation to the road front of each estate. Such resolution must be approved at least upon the vote of 51% of those members present at the meeting called for such purpose.

Chapter Three. Placement of Conservationist or Ecological and Sightseeing Easements: Part One: The grantors agree to create a number of Conservationist or Ecological and Sightseeing Easements so as to achieve the following purposes: i) help consolidating, strengthening and preserve the existing flora and fauna at the PROJECT and within the AREA OF INFLUENCE which becomes particularly important given the proximity of the PROJECT to the National parks and protected areas located within the Guanacaste Conservation Area.; ii) help promote both, the healthy, ecologically balanced environment as free of contaminants as possible, and the enhancement of the quality of life of the inhabitants of the PROJECT and of the AREA OF INFLUENCE; iii) help protect the habitats of the migratory bird species particularly those currently endangered; iv).....v) allow a better mobility of the local fauna species and avoid the creation of obstacles which prevent the local fauna from an appropriate mobility; vi) protect the natural scenic environment resources and those sightseeing spots currently enjoyed from each of the dominant estates as set forth hereafter, and allow and preserve the enjoyment of such resources and sightseeing places from the dominant estates; vii) set rules for those activities and building works carried out within the Servient States for the purposes of guaranteeing that such activities will not affect the environment, the nature and the flora and fauna present both on the servient estates and the dominant estates as well as making sure that they do not create any type of unnecessary contamination and that they are in line with environmental efficiency parameters as will

be stated hereafter; and also taking into account that Section fifty of the Political Constitution provides the following:"...All persons are entitled to a healthy and ecologically balanced environment..." viii) Cooperate toward an orderly and responsible growth of the population in and around the PROJECT and the AREA OF INFLUENCE in order to protect and avoid the over-exploitation of the natural resources including the water sources. The easements which are herein created shall abide by the currently applicable laws of the Republic of Costa Rica and in particular by the following provisions: ONE EASEMENT: (...) TWO EASEMENT (...) ...All the grantors state that the length and width measurements of the easements as well as their course indications as appointed for such easements are basically for recordation purposes and that all the grantors appropriately understand that all the easements as set forth, due to their nature, are created against the totality of the servient estate and in the benefit of each one of all the dominant estates fore which reason - given their particular nature - the width of such easements is determined over the totality of the servient estate and in the benefit of the totality of each of the dominant estates, and - given their particular nature - the course or direction of each one of these easements starts at the servient estate where they are bound to the locations of each and all of the dominant estates. Each of those easements shall be ruled by the following provisions: ONE: each of the servient estates shall be used for residential purposes meaning that the servient estate and any and all buildings or constructions that may be built thereat cannot be destined to commercial, industrial or service purposes, or for tourism or lodging facilities such as hotels or boarding houses including room rentals. Renting of the existing building facilities on the servient estate shall be allowed subject to the following rules: i) renting will be allowed for residential or vacation purposes provided, however, that such leases comprise the totality of the facility as built or of the totality of the Guest facilities as set forth ahead or else the totality of both construction facilities., Therefore is not possible or allowed to partially lease out said facilities; ii) any lease arrangement for any other use or purpose including commercial, industrial or services purposes is therefore prohibited; iii) It will not be allowed, under any circumstances, any lodging arrangements with or without boarding facilities, or those services similar to hotels or related ones. TWO: The total number of building facilities that will be allowed within each of the servient estates will be: i) a main house which may be designed as a structure of a single module or as a group of interconnected modules that are designed and conceived as one single unit. Design of the main house will require the approval from the Architectural Review Committee as defined hereafter, prior to starting the construction works; ii) a guest house that may be designed as a structure of a single module or as a group of interconnected modules designed and conceived as a single unit. The design of the guest house will require the approval from the Architectural Review Committee as defined ahead, prior to starting the construction works; iii) a Separate Garage structure that must be located in the surrounding area close to the main house; the design of the separate garage structure will require the approval of the Architectural Review Committee as defined ahead, prior to starting the construction works. In order to exercise control over the covering levels on the servient estates and in the benefit of the servient estate's flora and fauna and of the dominant estates, it will not be allowed within the servient estate any operations regarding granaries, storage facilities or warehouses or any other kind of buildings or constructions other than those specifically allowed herein. THREE: Constructions and buildings as allowed herein within each of the servient estates shall adjust to the following parameters in regard to measurements: i) regarding the main house, its minimum area will be two hundred square meters and its maximum area will be eight

hundred square meters; ii) regarding the guest house its minimum area will be ninety square meters and its maximum area of two hundred square meters; iii) Regarding the separate garage the maximum area will be seventy two square meters. The maximum joint building or construction area allowed on any servient estate, including the main house, the guest house and the separate garage will be the equivalent of 15% of the total area of the servient estate. The maximum area of the buildings set forth above will be bound by the parameters stated above. FOUR: Within each of the servient estates the allowed constructions or buildings shall adjust to the following parameters regarding their height: i) regarding the main house the maximum number of floors or levels is of two stories plus an underground cellar, and the maximum height allowed for the two levels excluding the cellar, per the design, is of nine meters; ii) regarding the guest house the maximum number of floors or levels allowed is of two levels plus an underground cellar, and the maximum allowed height for the two levels excluding the cellar, per the design, is nine meters; iii) regarding the separate garage, the maximum allowed number of floors or levels is one level and the maximum height allowed per the design, will be six meters. The height of the design of a building or construction is understood as the distance between the ground level and the top most level of the roof that will be the level reached by the structure of by the top most elements at the roof. In those locations with slopes, the height of the design shall be measured from the point where the level of the ground comes together with the level of the first floor (excluding the level of the cellar) of the structure. FIVE: One swimming pool only will be allowed on each of the servient estates and must be located in the immediately closest area to the main house...An additional swimming pool, shall be allowed for the use of the guest house which shall be located in the immediately closest area to the guest house. SIX: Constructions and buildings raised on the servient estate shall be subject to specific architectural design in accordance with the areas where the estates are located, as ruled by the Architectural Review Committee defined ahead and in full conformity with the specifications issued by said Committee together with the Project's developers. Likewise, all constructions and buildings shall adjust to the terms and rules this Easement and following the general rules and health and construction laws in force in the Republic of Costa Rica. All construction and remodeling plans of any buildings or constructions to be carried out within the servient estate shall require the approval from the Architectural Review Committee, as defined ahead, prior to starting any such construction works. SEVEN: To keep and spur the free mobility and wandering of the existing fauna around the area and on the easement-affected estates no fence will be allowed within any servient estate, exception made in the cases herein stated and in the event provides otherwise. The boundaries of the servient estates shall be defined by planting bushes or hedges which will have a maximum height of two and a half meters and shall be maintained and pruned up to that height. The only type of fence allowed on the servient estate shall be the necessary fencing for an enclosed area to keep domestic animals as permitted which fence shall be place in a manner such that it will not be visible from the dominant estates. For this fence the only material permitted will be a ciclón wire mesh _____. Notwithstanding the above, construction of solid walls shall be only allowed at the adjoining property line between a servient estate and a property foreign to the PROJECT not being either a portion of the estate owned by Agro Forestal Rocha, S.A. whereupon similar projects as the PROJECT will be developed or subsequent stages of the PROJECT will be developed as well. Such solid walls must feature the following characteristics: (_____provide a maximum height, type of materials and any other relevant characteristics_____). EIGHT: Inside each one of the servient estates all buildings or constructions must have their own septic system for

treating the sewage waters which shall consist of a biological septic tank with its corresponding absorption tank. The system will have to be designed in a manner such that it will not affect the environment or generate any odors or effluents that could affect the environment, the dominant estates, the servient estate or any other type of current waters either permanent or seasonal. The septic system must meet or exceed the existing requirements per the rules of the Ministry of Health. NINE: On each servient estate, the drainage systems supporting the septic arrangements, the rain water disposal devices and of all pluvial waters must be designed and built in a manner such that they minimize the consequences of the excessive flow of said waters without damaging the environment, the dominant estates, the servient estate or any types of water currents either permanent or seasonal. TEN: on each servient estate, any construction, building, sightseeing facility and, in general, any other works inside the servient estate must be designed, built and kept in a fashion such that they will cause only a minimum alteration to the environment and to the nature itself and that they will not cause, or otherwise cause a minimum, of inconveniences to the owners and residents of the dominant estates. All dominant estates must feature grass planted thereon even in the event there are not constructions built on such estates and such grass must be mowed to [REDACTED] height from the ground. In the event no hedges are planted on the dominant estates, it will not be allowed to keep on them any anything that would affect the aesthetics and harmony of the PROJECT. ELEVEN: In order to avoid alterations to the panoramic views from the servient estates and to avoid any excessive impact over the environment, on all of the servient estates parking of tow trucks or any similar vehicles will be prohibited outside from a garage. Those vehicles under non-operating conditions or any part thereof, cannot remain or be kept within the servient estate for a period of time of more than two weeks. TWELVE: In order to avoid any obstacles to the panoramic scenery fro the servient estates and to not exert excessive impact over the environment on the servient estates: a) any type of antenna set up on the estates cannot exceed the top most height elements of the main buildings on the estates, i.e. nine meters. The placing of any antenna must be done as unperceptive as possible from the dominant estates upon prior authorization of the Architectural Review Committee.; b) the best efforts will be made to prevent obstruction caused by the servient estates of the area's volcano sights of the dominant estates. THIRTEEN: In order to affect as minimum as possible the night life of the existing fauna on the servient estates and on the dominant estates of the individuals residing thereat, any outside lights on the servient estates shall be positioned in a manner such that it will be directed down and/or covered from the view from the dominant estates. No intermittent light sources (such as flashes) or neon lights on the outside will be allowed. For security reasons, those lights that are automatically turned on for short periods of time that immediately turn off, provided that such lights are not directed to the dominant estates, are allowed. Emergency electric generators are allowed as long as they are hidden fro the view and acoustically isolated from the dominant estates. FOURTEEN: Plants and trees planted within the servient estates will not be of the types that grow in a manner such that obstruct the view from the dominant estates. Any plant or tree planted within the servient estates must be regularly pruned so as to avoid obstructions of the views from the dominant estates and also prevent alterations to the natural flora existing on the area where the PROJECT and the AREA OF INFLUENCE are located. FIFTEEN: On the servient estates, the permanence of domestic animals only will be allowed, including dogs, cats, birds, or small caged animals: the permanence of any type of cattle will not be allowed. Regarding the permanence of dogs, those considered dangerous as per the applicable laws, such as pit-bull terriers, rotweillers or the likes considered dangerous

according to law or per recommendations issued by government agencies thereof, are definitively prohibited. The animals allowed will be kept in a manner such that no contamination as a result of noises or odors is caused and in a manner that such animals do not maraud about the dominant estates or in the areas corresponding to the right of way easements, aqueducts and electricity lines above-stated. To protect the fauna and those individuals residing at the PROJECT, inside the servient estates the permanence of domestic animals will be limited as follows: a) inside the houses, b) within the fenced areas, for those permitted domestic animals per this easement, duly watched over; c) tied to a strap and accompanied by a person that is able to control them. Violation of this rule will imply an economic fine to the owner of the servient estate equivalent to [REDACTED] Dollars, currency of legal tender of the United States of America which must be settled in the benefit of the Group of Owners as set forth ahead. SIXTEEN: Any burning on the servient estates will be prohibited exception made of that resulting from barbecue activities. Disposal and burning of any trash or solid waste be it by throwing it away, burning it or burying it by any means will not be allowed. Waste, trash and solid waste shall be packed or deposited in containers covered from the public view and protected from any possible damages or diseases by animals or third parties; such waste shall be disposed in a reasonable prompt manner through the corresponding waste collection service as hired or used by the owner of the servient estate. Those servient estates must be kept free of any trash, construction left-overs (rubbish) or left-overs of any type whether or not any constructions or buildings have been carried out on the servient estate. SEVENTEEN: on the servient estates no toxic, foul-smelling or dangerous effluents may be generated. Washing of vehicles used by the residents of the servient estates is allowed provided, however, that applicable measures regarding effluents are duly take in a manner that no contamination or negative affectation is caused to the environment, the dominant estates or any kind of current water be it permanent or seasonal. EIGHTEEN: No kind of hunting or animal trapping of any kind will be allowed. NINETEEN: Storage of any type of chemicals, explosives or any other toxic or dangerous substance will be prohibited on the servient estates. Safety storage of a reasonable amount of fuel to be used for the motor vehicles for the personal use by the owners of the servient estates will be permitted. The relevant fuel must be stored in a safety fashion inside a warehouse built to those effects with the purposes of guaranteeing the security of the dominant estates. TWENTY: The only type of markings allowed on the servient estates shall be that used for residential purposes and it will be restricted to the prior attainment of an approval thereto by the Architectural Review Committee as defined ahead. The seasonal signaling or marking (during Christmas, Halloween, etc.) will be allowed. Any celebration or party held at a servient estate must keep the necessary order and a noise level not affecting the dominant estates as per reasonable criteria of tolerance. TWENTY ONE: the owner of each servient estate must keep it in such a manner that dangerous wild fires are minimized prompted by the wind during the dry season. The outdoor furnaces, fire places and barbecues must be designed in such a manner that potential fires are minimized. Outdoor hearths will be disincentive. TWENTY TWO: No mining activities, quarries exploitations, tunnel constructions, excavations or perforations for substances located underground will be allowed in the servient estates. The only exceptions to this rule will be the required excavations for the constructions of buildings or constructions duly approved as provided for in this document. TWENTY THREE: For the purposes of securing compliance of the rules set forth in this easement document, an Architectural Review Committee is hereby created, hereinafter the Committee formed by three members one of which shall be appointed by R y E Architects, S.A. in its capacity as the PROJECT'S

developer; the other two members will be appointed by the Owners Assembly as defined hereinafter., for a period of one year. This Committee will be responsible for the review and approval of the designs and constructions plans of any constructions or buildings to be built within the servient estates or, the remodeling works and improvements which shall be executed following the rules herein stated so that such activities duly comply with the rules provided for this Easement. TWENTY FOUR: A)- No building or remodeling activities of any kind, or any landscaping, structures or buildings of any type, all of which shall be referred to hereinafter as the Improvements, can me started prior to its presentation and approval of the Architectural Review Committee regarding the harmonious external design and the location of the structure or building in relation to the surrounding existing structures, the topography and the natural surroundings. B)- To those effects, the plans corresponding to the construction or remodeling must be submitted to the Committee together with the applicable presentation form which shall be provided by said Committee duly completed and signed. A document presentation fee for the equivalent of ONE HUNDRED Dollars, of legal currency of the United States of America, must be paid to the Committee at the time the presentation of the documents to the Committee is made. C)- The documents to be submitted are: i) the presentation form provided by the Committee describing the information requested therein; ii) the building plans and its specifications; iii) the proposed schedule for the beginning and termination of the Improvements. Three copies of each document must be provided to the Committee. D)- The Construction plans and the applicable specifications must be submitted in the Spanish language under the metric system and must include: i) the plan of the site, with the location of the buildings, access routes, landscaping works and topography including the existing and proposed drainages; ii) the plans of the foundations; iii) architectonic distribution plans for each level; vi) roofing plans; v) exterior elevations of all the sides; vi) swimming pool designs, if any; vii) a detail of the construction materials and/or their specifications; viii) engineering structural calculations; ix) samples of the exterior colors; x) electrical plans; xi) plumbing and sewage and rain water plans; xii) description of those sustainable characteristics incorporated to the design; xiii) catalog cut sheets of the mechanical equipment, swimming pool equipment, main equipments for home appliances, exterior lighting fixtures and proposed signaling. E)- By reviewing the documents, plans and specifications as stated above, the purpose of the Committee shall be to make sure that no Improvement goes against the aesthetic and monetary value of the dominant estates or that of the servient estate, from a perspective whereby the environment is protected. F)- The Committee shall put into consideration all the factors relative to the quality of the Improvements and their compatibility and harmony with the environment including, without limiting, the following: the location of the Improvements on the servient estate and the color scheme, materials, design, proportions, forms, heights, and style of the Improvements; their effect on the dominant estates, the location, character and method for using the lines of all lines of services, the amount of native vegetation which requires cleaning to raise the Improvements, the impact of any Improvement proposed in regard to the natural surroundings and the timely and orderly termination of all of the Improvements. G)- The design will be reviewed per its general compliance of all those rules set forth in this Easement document. Particular emphasis will be placed to the sustainable design and/or in those proceedings for the design of passive environmental technologies. H)- Pre-fabricated buildings, mobile homes (known as "trailer homes"), fixed structures similar to tents or with walls similar to tents, geodesic dome structures or plastic houses built on site, will be strictly prohibited. Building of straw roofs or similar may be used in the structures

provided, however, that they are regularly maintained by the owner of the servient estate. Exterior reflective glass similar to mirrors on the structures will not be allowed.

I)- Designs must be resistant to earthquakes, heavy rains and strong winds. Special consideration must be placed on the ground's sustaining capacity, the erosion prevention and the differential location potential on those estates with higher inclination of the ground.

J)-The Committee, at its sole discretion and when it considers it necessary, may decide to hire an engineering consultant and/or a biology or environmental consultant to review the documents, plans, specifications submitted by the owner of the servient estate. The fees charged by that consultant or consultants must be reasonable and will be borne by the owner of the servient estate.

K)- The review procedure must allow exceptions and variations to the design within the rules provided in this Easement when deemed appropriate. Those products and technologies supporting the sustainability concept shall be particularly considered for their approval, provided, however, they adjust to the aesthetic parameters set forth in this document.

L)- Once the documents have been submitted, the Committee will have a term of one month to approve or disapprove the submitted documents. In the event of disapproval, the Committee must specifically indicate the reasons for the disapproval. If the Committee does not approve or if it disapproves the documentation as submitted within the term stated above, approval from the Committee will not be required and the owner of the servient estate may continue with the building process.

M)- Approvals granted for the building or construction of improvements shall bear an effective term of ten months as of the date of its granting. If said improvements are not started within such term the owner of the servient estate must file all the documents again and submit them to the Committee for its review.

TWENTY FIVE: A)- All materials and labor used in the construction process must be first rate in order to avoid consequences or negative impacts to the environment.

B)- The construction materials used must reflect a low environmental impact. Careful consideration must be given in the selection of the materials that are made from recycled materials that can be recycled and/or are manufactured without waste of energy and resources. Particular attention must be given to the selection of paints, adhesives and other construction materials not producing significant gas emissions.

C)- The first floors of each construction or building must be reinforced at the ground level or gradient in order to provide resistance to the tensions generated by earthquakes and differential movements. The structures upon the superior stories over the ground level or gradient, must be made of reinforced concrete, steel and/or wood. If wood happens to be selected as a structural component, relevant care should be placed thereat in order to design these components in a manner such that termite infections are avoided and thus provide resistance to humidity.

D)- The use of metal components on the exterior of the constructions or buildings is generally disincensive if used as a primary part of the exposed face of the construction or building. Applicable care must be provided so as to protect the metallic components from corrosion in tropical climates. Use of forged iron decorative elements is allowed.

E)- The exterior walls will be made out of stucco over reinforced concrete or of concrete units of masonry. Wood structured walls and steel frames with stuffed units of concrete for masonry can be used. Metal or vinyl covers will not be allowed.

F)- The interior walls may be built upon wooden or metal structures with covers made of gypsum, paste, concrete masonry units, glass framed in wood or metal or glass blocks. Wood may be used for open screens. When wood is used all applicable cares must be taken to avoid termite infections.

G)- The walls must have a paint finish made of textured paste, ceramics, stone or other materials resistant to humidity. The use of fabric or vinyl covers on the walls shall be disincensive.

H)- The floors may be made of ceramics, stone, hardwoods or other

materials resistant to humidity and termites. The use of products with recycled contents shall be incentive. I)- The finishes on the ceilings may be made of painted gypsum panels, concrete, hardwoods or any other material appropriate to the climate. Hanging acoustic panels from the ceilings shall be disincentive. J)- Roofs must be exclusively made out of tiles and/or zinc. Flat roofs must be hidden with parapets. They must provide drainage systems for the roof and gutters for water excess in the event of strong rains. If skylights as per the design are used, they must be designed to resist strong winds and rains. If a skylight is used on a flat roof, the appropriate base must be made to maintain the integrity of its seal against water during strong rains. K)- Those inclined roof structures must be made of steel or wood covered with tiles made of concrete, clay or recycled materials. The use of standing roofs of **metal ... de costuras** with prior finishes subject to the approval of their color is permitted. L)- The use of corrugated metal or plastic roofs either with finishes or without finishes will not be allowed. Asphalt tiles will not be allowed. M)- For the purposes of keeping a harmonized development of the PROJECT, a specific range of paint colors for the exterior walls of the buildings and their roofs will be solely allowed or permitted as defined by the Committee. TWENTY SIX: A)- Prior to any construction or remodeling activities, attainment of the applicable approval of the relevant permits and legal obligations must be achieved as per the applicable laws therewith. B)- Prior to starting the construction, the owner of the servient estate must submit to the Committee a guarantee deposit for the amount of one thousand dollars, currency of legal tender in the United States of America, which shall remain in force throughout the time it takes for the construction process in order to secure compliance to the construction rules and the non affectation of the neighboring estates. When the relevant construction is finished, the Committee shall perform an inspection of such construction and will return the aforementioned deposit if the process has complied with all the requirements herein stated. In the event of non compliance or in the case of damages caused throughout the construction process the Committee shall assess the amount of such deposit that will be withheld to cover the damages incurred upon the infraction. C)- Prior to starting the construction, the owner of the servient estate must submit before the Committee a report including: i) the applicable evidence of having attained the required permits and approvals per the existing laws; ii) the name of the construction company and that of the company responsible for the inspections; and iii) a detailed list of individuals that will be participating in the works (including full names and identity card numbers). The aforementioned list of individuals must be updated on a weekly basis and submitted to the Committee every week. D)- The time where the construction works are allowed to be performing will be from six a.m. to six p.m., Monday through Friday, and from six a.m. to twelve m. on Saturdays. No construction works will be allowed on Sundays. All of the above shall apply except in the event a unanimous prior authorization from the Group of Owners, as defined ahead, is provided. E)- The noise levels during the performance of the construction works shall be kept at minimum possible level. The owner of the servient estate must undertake the applicable measures to minimize the level of noise. F)- During the construction process no dust emissions which directly affect the dominant estates or the environment can be produced. The emissions and the dust as produced must be kept to its minimum possible level and those applicable measures must be taken to that effect. The owner of the servient estate must take all relevant measures to minimize the levels of emissions and dusts. G)- All waste and debris generated during the construction process must be immediately and duly disposed of. H)- Construction materials must be kept at the same construction site. All materials must be properly secured in such a manner that they will resist any

movements caused by the wind. The raising of a temporary building to keep the construction materials and for the relevant construction camp, solely during the construction process will be permitted. Permanence inside the servient estate of other temporary buildings, tents or tow trucks will not be allowed. D)- The circulation of trucks or construction vehicles shall be solely allowed during the hours through which the construction works will be carried out. J)- Parking of trucks or vehicles or storage of construction materials on the roads where the estates are located will not be allowed except for the discharge or charge the materials from the trucks. K)- During the design process and similarly through the construction process, all preventive measures to minimize the erosion and control the flow of sediments must be taken. L)- Any construction or building of structures started must be followed carefully until its final completion. M)- Any construction or remodeling on the servient estates must fully comply with the provisions stated throughout this Easement document, otherwise the Architectural Review Committee shall be entitled with sufficient capacity to suspend the relevant works without incurring any type of liability and without the need of any court rulings thereof. TWENTY SEVEN: The owner of the servient estate shall be liable for any damages caused to third estates or individuals throughout the construction process or as a consequence thereof. TWENTY EIGHT: According to Section three hundred and seventy two of the Civil Code, the easement herein placed is indivisible. Segregation of a servient estate can not be made unless the resulting estates would have a minimum measure of five thousand square meters. Should this be possible, every resulting estate shall be constituted as a servient estate and all the provisions herein stated shall apply thereto. TWENTY NINE: All wires and pipes providing the servient estates with electricity, water and any other services must be fully buried from the property lines of the servient estates toward their inside portions, exception made of the main feeding lines for electricity and other services. Consequently, the owner of each servient estate must guard and destine the first two and a half meters of each servient estate to comply with the abovementioned requirements, as measured from the relevant estate front relative to the right of way easements and directed to the inside of the estate. THIRTY: In the event of a rectifiable failure to comply with the aforementioned provisions the damaged party shall serve verbal notice to the owner of the servient estate so that the offender can take the necessary measures to correct such failure to comply. If such situation is not corrected within the following fifteen calendar days, the owner of the dominant estate will convey such situation to the Treasurer of the Group of Owners as provided for ahead, for it to assess the economic fine once the failure to comply has been proven by said Treasurer and the straightening of such failure to comply be demanded. In those cases where the straightening of the failure to comply is not possible an economic fine will be automatically assessed on the owner of the servient estate. THIRTY ONE: FINES: Breach of any of the provisions set forth in this Easement Agreement shall cause a fine of FIVE HUNDRED DOLLARS of legal currency of the United States of America upon the owner of the servient estate which shall be settled to the Treasurer of the Group of Owners, as stated ahead, and shall be distributed amongst the affected dominant estates in a proportional fashion. The above without prejudice in the event any other owner of dominant estates may file an accusation before the competent authorities for the violation of the laws of the Republic of Costa Rica. If the rectifiable breach is not corrected within a term of fifteen calendar days, the economic fine will be charged yet again. Every time a fine is assessed it will double the previous fine in the event that same be attributable to the same breach, provided however the breach had occurred within the twelve months prior to the new failure to comply. THIRTY TWO: For tax purposes, the value of each of the _____

easements formed upon this section is assessed at the amount of ONE HUNDRED COLONES. The appearing parties further add in their capacity as representatives of the owning companies of the lots of the dominant and servient estates as set forth throughout this document, their acceptance of this easement as herein defined against the servient lots-estates and in favor of the dominant estates as stated above. PART TWO: The Group of Owners: ONE: For the decision taking as set forth in this easement document, a Group of Owners is herein formed which will be comprised by the owners of each of the stated properties on this document. For decision taking purposes, each of the properties herein represented by an intermediary of the owner or owners shall be entitled to one vote. In the event there are a number of owners or a number of persons entitled to real rights over the property, one single person must be appointed to represent the property at the meeting. TWO: The Group of Owners will be in charge of all decision making in regard to the Easement stated above and of the legal instruments by means of which the Easement is set up, as well as the management, maintenance and improvements thereof and the security and well-being of the owners of the properties. THREE: For the mere purposes of its functioning, the Group of Owners will appoint a Treasurer and a Secretary. The Secretary shall handle the minutes of the meetings of the Group of Owners which will be signed by all those present. If any of the present owners would reject to signing or left the meeting at the moment of the signing requirement such circumstances shall be so attested in the relevant minute. FOUR: The meetings of the Group of Owners for the decision making relative to what has been herein stated, shall be called by the Treasurer as stated above or at least by five of the owners, and there must be at least one meeting every year. The meetings shall be called upon a fifteen calendar-day prior notice to the date of the meeting, within which term the day of the meeting and the day of the notice will not be taken into account; such notice will be made in accordance to the procedure stated in chapter four of this instrument. On each meeting the presence of the owners representing at least fifty percent of the properties or their corresponding proxies, shall conform a valid quorum to hold the meeting. If the minimum quorum as required is not present, another subsequent meeting shall be called to be held within the following twenty working days, subject to the same calling requirements; in order to achieve a minimum valid quorum at this meeting, the presence of the owners who at least hold twenty five percent of the properties or their appointed proxies shall be required. FIVE: The Group of Owners shall approve the maintenance and/or security fees as deemed necessary, upon the vote of at least fifty one percent of the votes present at the meeting which had been called for those purposes. Said fees must be settled by all the owners who had previously built a construction in their corresponding estates. Maintenance fees shall be determined and approved as per an annual basis and shall be amended as necessary with the vote of at least fifty one percent of the votes present at the meeting called for those purposes. Improvements fees shall be assessed and approved as deemed necessary by the Group of Owners. Maintenance fees must be settled in advance to each period for which they were assessed. SIX: Approval of any fee must be notified to the owner or owners of each one of the properties by means of notices following the stated procedure in the following chapter four. Fees must be settled within a term of one month as of the date the notice was delivered. SEVEN: Maintenance fees and/or security fees must be solely used for the purposes they were set forth; otherwise for enhancement works to the project whereat the properties are located, and for the purposes of promoting and guaranteeing the security and well being of the properties and that of their owners, as agreed upon by the Group of Owners. EIGHT: No owner of any of the properties may decline or otherwise avoid liability for the payment of the fees herein set forth. NINE: Without

prejudice in that anything is set forth otherwise, when a creditor of a mortgage or the beneficial owner of a trust over one of the properties obtains title over such property as a result of a mortgage foreclosure court proceeding or release from the relevant trust, or as a result of a transfer or of any other arrangement agreed as payment of the stated mortgage credit, such acquirer of the title over the property shall be liable for the payment of the proportional amount of the Fees herein established, as well as the fees and/or pending payment penalties. No sale or transfer will cause a release of any of the properties from the liability to pay the fees or of the potential assessment of an encumbrance for their collection procedures. TEN: The amount of the fees and of any other special contribution as deemed necessary to be settled by each of the properties shall be determined by means of the fractioning of the payable amount among the number of owners, meaning that each property will have to pay a part or a fraction equal to the other properties, regardless of the area of each property. ELEVEN: The amount of the fees and of any other special contribution as deemed necessary, shall be figured out by the Treasurer of the Group of Owners and submitted to the Group's approval for which purpose a simple majority of those present will suffice. TWELVE: Non-payment of any of the fees or contributions as approved, after their due date will generate an interest charge of two percent per month (calculated over the equivalent of the respective fee or contribution in Dollars, of legal currency of the United States of America) THIRTEEN: Non-payment of any of the fees or contributions as approved, after their due date authorizes the Group of Owners to start the relevant collection by way of arbitral proceedings as stated in chapter four of this instrument, without prejudice of going to the courts or to the appropriate administrative authorities with the purpose of filing any applicable claims. All costs arising from said collection shall be charged to the owner of the relevant property who will be forced to pay them.

CHAPTER FOUR: GENERAL PROVISIONS: ONE: NOTICES: All notices as applicable by this instrument can be made at the addresses stated at the beginning hereof in regard to each one of the parties. Additionally, the owners may be served by means of electronic mail delivered to the following addresses: (...) address (_____): or through facsimile delivered to number (_____). As a consequence hereof, a communication to the relevant party will suffice when delivered to the physical address, electronic mail or facsimile as set forth above with the purpose of having them duly noticed, the noticing party not being compelled to use more than one of the aforementioned methods. It is the irrevocable and unavoidable commitment of the parties to this agreement to keep the electronic mail address as well as the facsimile number as herein set forth in perfect working condition and further being committed to notify the other parties of this agreement in the event of any failures or mechanical damages preventing receipt of any communications through those means, in which case they must necessarily provide other electronic mail address or fax number for the stated purposes. Any address changes to receive notices from any one of the parties, as well as any address changes of electronic mail or fax number of the parties must be noticed in writing to the other parties hereof. Otherwise, all notices made to the physical addresses, e-mail addresses or facsimile numbers as set forth in this document shall be valid. TWO: ALTERNATIVE CONFLICT RESOLUTION: In the event of differences, conflicts or disputes, relative to the execution, non compliance, construction or any other issue deriving or arising from this instrument, the parties in accordance to sections number forty one and forty three of the Political Constitution specifically wave upon this instrument the ordinary jurisdiction and agree to solve the conflicts as per the following proceeding: The issue or controversy shall be solved by means of a definitive

and unappealable award per the conciliation and arbitration bylaws of the Conciliation and Arbitration Center of the Costa Rican Chamber of Commerce which will manage the arbitration and to which rules the parties herein unconditionally submit. It shall be an arbitration of law and shall be processed by a tribunal formed by three members appointed by the Conciliation and Arbitration Center of the Costa Rican Chamber of Commerce. The arbitral award shall be issued in writing, shall be final, binding among the parties and unappealable except in the case of revision or nullity recourses. Once the award is rendered and has become final it shall produce the effects of material res judicata and the parties must promptly comply therewith. Proceedings and their contents shall be absolutely confidential. It is understood that the arbitration proceeding may be requested by any of the parties to this agreement. In the event the Conciliation and Arbitration Center of the Costa Rican Chamber of Commerce is not providing the services set forth above at the time when the conflict must be resolved, the conflict shall be resolved by means of an arbitration proceeding to be administered per the alternative conflict resolution laws valid in the Republic of Costa Rica at any relevant moment. In the applicable alternative conflict resolution proceedings it shall be determined which party or parties are liable for the expenses and fees of such proceedings and in what proportion, in principle, the losing party shall bear the expenses. The term to appeal the award will be ten days. **THREE: MUTUAL BENEFIT:** All the parties to this instrument attest that this agreement is the result of the mutual negotiations and concessions amongst them which benefit all of such parties. **FOUR: VALIDITY:** Nullity, illegality, invalidity and/or inefficacy of one or several of the provisions of this instrument as declared by a competent authority, shall not affect the legality, validity and/or efficacy of the remaining provisions which shall keep their legal effectiveness. **FIVE: WILL OF THE PARTIES:** This instrument is the result of the agreement of the will of the contracting parties, freely granted under the principles of good faith and business responsibilities.

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