

RESERVATION AGREEMENT CAYE CHAPEL FOUNDERS PROGRAM

THIS RESERVATION AGREEMENT is made this ___ day of _____, 2018, by and between Twinkling Assets Limited, a British Virgin Islands company authorized to conduct business under the laws of Belize ("Sponsor") and _____ ("Reserving Party").

BACKGROUND

Sponsor is the owner of property located in Belize known as Caye Chapel Island ("Project"). There will be a selection of Homesites and Bungalows available for sale in the Founders launch of the Project ("Units"). Prior to the public offering of these Units, it is the desire of both parties that the Reserving Party be permitted to reserve a Priority Position and to make a fully refundable escrow deposit to be held by a third party, independent escrow agent, Bell Carrington & Price LLC, ("Escrow Agent") in escrow under the following terms and conditions.

AGREEMENT

1. Reserving Party hereby expresses an interest in, and reserves the right to purchase a Unit, subject to the terms and conditions contained herein. Reserving Party makes herewith a reservation deposit of US \$10,000 via wire, check or credit card, wiring instructions attached to this form as Exhibit A, which shall be deposited by Reserving Party and held in escrow by Escrow Agent.
2. Assignment of Priority Positions: Reserving Party shall be assigned a Preferred Purchaser number ("Priority Position") to participate in the selection of Units (the "Selection Day"). Based on signing this agreement, Reserving Party's Priority Number is ____.
3. Unit Selection: Prior to Selection Day, Reserving Party will be given a list of Phase 1 inventory available (Homesites and Bungalows) and will be asked to execute a Priority Selection Letter. As part of the Priority Selection Letter, Reserving Party will need to list each Unit or Units, each reservation allows the Reserving party to select up to 2 properties, they are interested in purchasing in order of preference together with an additional US \$40,000 deposit via wire or check. Wiring instructions attached to this form.
4. Selection Day: It is anticipated that Selection Day will be late in the second quarter of 2018. If this Agreement is still in effect, Sponsor will provide to Reserving Party the opportunity to buy a Unit by mailing or delivering to Reserving Party a contract for purchase on Sponsor's standard form purchase contract ("Purchase Contract") with respect to the Unit. If Reserving Party elects to purchase a Unit, (a) Reserving Party must sign and return the Purchase Contract to the Sponsor, together with the Earnest Money Deposit required under the Purchase Contract, within ten (10) business days after Sponsor has sent the Purchase Contract, and (b) the funds deposited under this Agreement shall be credited against the Earnest Money Deposit.
5. Notwithstanding anything provided herein to the contrary, this Reservation Agreement may be terminated at any time by either Sponsor or Reserving Party by delivering written notice of termination to the other at the addresses noted herein, upon receipt of which Sponsor promptly will cause the deposit to be refunded to Reserving Party, without interest, and thereafter Sponsor and Reserving Party will have no further rights or obligations hereunder. Sponsor will not terminate this Reservation Agreement solely for the purpose of re-offering the Unit at a higher purchase price to another buyer.

6. Unless a Purchase Contract for purchase has been received from the Reserving Party in the Sponsor's standard form contract, completed and signed by the Reserving Party without modification except as may be acceptable by the Sponsor, along with a wire for the difference between the earnest money deposit required under the Purchase Contract and the deposit being held under the Reservation Agreement, this Reservation Agreement shall terminate and expire, and all monies paid hereunder returned to Reserving Party without interest upon the occurrence of any of the following:

(a) The receipt by Sponsor and Escrow Agent of a written request for refund signed by Reserving Party, and specifically releasing all interest in the Unit which Reserving Party may have.

(b) The passage of ten (10) days after the Sponsor sends Reserving Party notice of the opportunity to purchase the Unit, together with the Purchase Contract and effective Legal Offering Documents.

7. Upon payment of the deposit by Sponsor to Reserving Party, (or application by Sponsor as part of the Earnest Money Deposit), as herein provided, this Agreement shall terminate and be of no further force or effect.

8. Reserving Party shall not assign its rights under this Agreement, and any assignment or attempted assignment shall be void.

9. Representations and Warranties. Reserving Party hereby acknowledges, represents and warrants that:

(a) Reserving Party is reserving such right to purchase a Unit for its personal use and enjoyment and affirms that no representation has been made to Reserving Party that such a purchase would have investment potential or is based upon any expectation of profit based upon the managerial efforts of any third party including the Sponsor; and

(b) Reserving Party acknowledges and understands that the Project is in its formative stages only and final details have not been developed or fully contemplated and are subject to change in the Sponsor's sole and absolute discretion. Any prior oral representations or representations contained in any advertising or sales materials, if not expressly set forth in this Reservation Agreement are void. While additional information is anticipated in the coming months, final details on the Project and Units may not be available prior to the distribution of the Priority Selection Letter; and

(c) This Reservation Agreement does not involve the offer or sale of any interest in real estate, beneficial or otherwise. Reserving Party understands Project may require further local permitting and entitlements before any Units may be legally created and/or offered and may further require various qualification procedures prior to an offer to sell real estate by Sponsor to Reserving Party where Reserving Party resides in a jurisdiction requiring prior qualification of real estate offerings. By executing this Reservation Agreement, Reserving Party understands and agrees it is not establishing a legal right or claim to a Unit, or any other portion of the Project, and is simply receiving a placeholder to allow Reserving Party to purchase a Unit after the Selection Date; and

(d) Reserving Party is a sophisticated real estate purchaser who understands the risks of buying real property in a foreign jurisdiction.

10. Escrow Provisions. The Escrow Agent will hold the aforementioned deposit and shall return or release the deposit in accordance with the terms of this Agreement, upon judicial decree or the delivery to the Escrow Agent of a mutual declaration signed by the Reserving Party and Sponsor directing the Escrow Agent to act. Escrow Agent shall have no obligation or liability hereunder except as a depository to retain the cash which may be deposited with it hereunder and to dispose of the same in accordance with the terms hereof. Escrow Agent shall be entitled to rely and act upon any written instrument received by it from either party. Upon disposition by Escrow Agent, in accordance with the terms hereof, of the funds deposited with or retained by Escrow Agent hereunder, Escrow Agent shall be fully and finally released and discharged from any and all duties, obligations, and liabilities hereunder. The Escrow Agent's sole liability hereunder shall be to hold the Deposit, to make payments and distributions in accordance with the terms of this Escrow Agreement, and otherwise to discharge its obligations hereunder. Escrow Agent shall not be liable for any act performed in good faith or in reliance on any document instrument or statement believed by it to be genuine. The Reserving Party and Sponsor jointly and severally agree to indemnify and hold harmless Escrow Agent from all losses, costs

and expenses that may be incurred as a result of its involvement in any litigation, including, but not limited to, attorneys fees, arising from the performance of its duties hereunder, provided that such losses, costs and expenses shall not have resulted from any action taken or omitted by the Escrow Agent and for which it shall have been adjudged grossly negligent or engaged in willful misconduct.

11. Applicable Law. This Agreement shall be construed and interpreted under the laws of South Carolina.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and cannot be waived or amended except by a written instrument executed by both parties. Reserving Party has not been induced by or relied upon any information, representation, warranties or statements, whether oral or written, express or implied, made by Sponsor or by any other person representing or purporting to represent Sponsor, which are not expressly set forth or provided for in this Agreement.

13. Counterparts. This Reservation Agreement may be executed in multiple counterparts, each of which when taken together, shall constitute a single agreement. Facsimile or electronic signatures of the parties shall be accepted as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR:

Twinkling Assets Limited, a British Virgin Islands Company

By: _____

Title: _____

RESERVING PARTY:

Signature

Signature

Printed Name(s) of Reserving Party

Current Permanent Address

Telephone Number

E-mail Address