

AGREEMENT OF PURCHASE / CONTRACTING

The undersigned:

mr Cornelis Johan Schoonen, residing on Curacao, Boebiweg 6, born on Curacao on May 29, 1949, at these presents acting as director of the on Bonaire established corporation PREICO BONAIRE N.V. registered at the Chamber of Commerce on Bonaire under number 3513 and as such legally representing the corporation,

the corporation hereinafter to be called "the contractor",

and

Name :
Given names :
Place of birth :
Date of birth :
Street :
City :
Country :
Telephone home:
Telephone work:
Fax number :
E-mail adres :
Civil status :

hereinafter to be called "the acquirer",

Taking into consideration:

- that the seller will build an apartment complex on Bonaire of which the ground of locally known as Regatta Residence, cadastrally known as division 4, section G, number 103, comprising twenty three thousand two hundred seventy five square meters (23.275m2);

have on * agreed upon the following:

- I The contractor sells to the acquirer, who buys from the contractor:
the apartment right to the apartment described as division 4, section G, number *, entitling to the */823 share in the complex, with the land belonging to it, which comprises the right to the exclusive use of the private section, intended as house, indicated with number * as can be seen on the splitting drawing.
- II The acquirer commissions as sharer in the complex with the land belonging to it, mentioned in

Initials contractor:

Initials acquirer:

the consideration and the contractor accepts, with due observance of the deed of slotting and in conformity the technical description and drawings in question and in so far present lists of changes all of which belong to this agreement, the complex, the apartment right sold to the acquirer is part of, to build and finish the complex in accordance with the requirement of proper and sound work.

III The total purchase-/contracting sum (excl. taxes and other costs) amounts to:

1.	costs of the land	US\$ * (\$ 1300 x breukdeel)
2.	the other terms owed	US\$ *

	Total	US\$ * =====

The purchase and contracting agreement mentioned under I and II form together one whole.

The contractor sees to it that this deed is put in the custody of Notary M. Maartense LLM, Kaya Isla Riba 2 on Bonaire, and that a copy of this deed together with the appendices mentioned above and authenticated by both parties, shall be handed to the acquirer.

The turn-over tax of 5% is not included in this purchase- /contracting agreement.

This agreement has been entered into on the following provisions.

Delivery

Article 1

The delivery of the apartment right shall take place on * 2008 before the aforementioned notary or his successor.

Deviating size of the lot

Article 2

1. Difference between the real measurement or size as stated above of the accompanying land gives no reason for any legal action for compensation in the matter.
2. Difference between the real measurement or size and the ones indicated on the drawings of splitting of the land belonging to the apartment right itself, gives neither any reason for any legal action for compensation in the matter

Deposit

1. Within two weeks after the signing of this agreement by the acquirer, but (if this point in time would fall earlier) at the latest on the occasion of the notarial transfer, he shall pay to the notary mentioned under III a deposit of 10% of the contracting sum. This amount serves as security for the compliance with the obligations of the acquirer towards the contractor on the account of this contracting agreement.

Initials contractor:

Initials acquirer:

2. The acquirer authorizes the notary to transfer the deposit of 10% of the contracting sum to the contactor immediately after the transfer of the land. This deposit is equal to the first term of 10% of the contracting sum. This first term is, in deviation from the other terms, transferred to the notary's office mentioned.

Terms of payment

Article 4

1. The terms of the purchase- contracting sum are as follows:
 - 1^e term: 10 % of the contracting sum within 2 weeks after the signing of this agreement.
 - 2^e term: 25% of the contracting sum as soon as the ground floor is completed.
 - 3^e term: 25% of the contracting sum as soon as all walls have been erected and the framework of the roof has been installed.
 - 4^e term: 25% of the contracting sum as soon as soon as the building is wind and water tight
 - 5^e term: 10% of the contracting sum at the delivery.
 - 6^e term: 5% of the contracting sum within 10 days after delivery after minor repairs in the framework of the delivery have been done.
2. The terms meant in paragraph 1 are always payable fourteen days after the date of a request for payment by or on behalf of the contractor. A request for payment shows on what grounds the contractor is entitled to payment, what term is concerned and that the payment shall be received by the contractor within fourteen days at the latest after its date.
3. On the date of delivery of the apartment right, the following terms fall due:

- land costs	US\$ *
- 1 ^e term	US\$ *
- 2 ^e term	US\$ *
- 3 ^e term	US\$ *
etc	

total
4. Over the land costs and the terms which may possibly be due on the date of agreement first mentioned above no compensation is charged.
5. In case and in so far the acquirer has not paid an already payable part of the purchase- /contracting sum or on any other account of the General Conditions applicable to this agreement on the day due set for it, the acquirer owes to the contractor an interest of 10% per annum on it, from the day of payability until the day of payment, this without prejudice to the

Initials contractor:

Initials acquirer:

further rights and obligations of parties from this agreement and/or arrangement still to be made between parties.

6. In case extra work is agreed upon the following terms of payment will apply:

- for extra work goes that in case of order by the acquirer 25% may be declared by the contractor as compensation for the general and preparatory costs. The remaining part shall be declared at the completion of the extra work or as the case may be at the next term of payment thereafter.
- The paragraphs 2 and 5 of this article 4 are of similar application with respect to extra work;
- The extra work shall be paid before the delivery of the private section, provided the extra work has been completed.

Construction time

Article 5

1. The contractor commits himself to deliver the private section ready for occupation to the acquirer within * months after the beginning of the construction in the sense of article 11 of the General Conditions.
2. The construction has started/will start on *.

Transitional provisions

Article 6

The contractor sees to it that in the deed of splitting the following transitional provisions will be inserted:

- a. that the provisions in the splitting regulation in accordance with which the occupation of the private section is made dependent on the approval of the meeting of owners, shall not apply to the first occupants;
- b. that the meeting of owners and the board, in so far the management of the common section and common matters is entrusted to it, cannot make any decisions or enter into agreements from which obligations ensue which extend over a period longer than a year after the general delivery of the complex except for the following provision;
- c. that the agreements meant may indeed be entered into in those cases in which the obligations meant must necessarily apply for a longer period, or as the case may be, at least two thirds of the apartment rights have been transferred by the contractor to third parties.

Costs

Article 7

The costs of the splitting with accompanying documents are for the account of the contractor and all costs and charges connected with the sale (transfer tax, notary's fee with respect to delivery and registration costs) are for the account of the acquirer.

Information

Initials contractor:

Initials acquirer:

Article 8

The contractor commits himself to inform the acquirer regularly about the progress of the construction.

General Conditions

Article 9

To the purchase-/contracting agreement apply the General Conditions for the purchase-/contracting agreement for apartment rights, as attached.

Signed in *

Signed in *

on *

on *

The contractor:

The acquirer:

Initials contractor:

Initials acquirer: