



**PARADISE COURT
RESERVATION AGREEMENT**

THIS RESERVATION AGREEMENT (hereinafter "Agreement"), dated this ___ day of _____, 2019, by and between TRI, INC. located in Tamuning, Guam, hereinafter referred to as "SELLER", and, _____ whose address is, _____, and whose telephone number is _____ and email address is _____ hereinafter referred to as "BUYER".

WITNESSETH:

WHEREAS, Seller is developing a certain 17-unit tract single-family subdivision located in Mangilao, Guam, to be known as Paradise Court; and

WHEREAS, buyer desires to reserve the right to purchase a proposed house and lot within the proposed subdivision referred to as Lot #1, (as depicted in the attached proposed subdivision map referred to as Exhibit A), and Seller is agreeable to allow Buyer to do so; and

WHEREAS, Buyer and Seller desire to memorialize their agreement as to such reservation and the rights and obligations of Buyer and Seller in conjunction therewith.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein, and other good and valuable considerations, and each intending to be legally bound, Buyer and Seller agree as follows:

1. **Reservation of Unit.** Buyer reserves the exclusive right to purchase Lot #1 in the proposed Subdivision for the sum of **THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS** (\$385,000.00) in accordance with the terms and conditions of this Agreement. Lot #1 shall consist of a residential house lot containing 530 +/- square meters of fee simple land and a newly constructed three (3) bedroom, two (2) bath house containing approximately 1,342 square feet of gross living area, and identified as House Model Type B (as depicted by the attached floorplan referred to as Exhibit B). Prior to the execution of the actual Purchase Agreement, the Developer may periodically increase the published price for units within the Project. By signing this Agreement, the aforementioned Buyer's price shall not change. Prior to the execution of the actual Purchase Agreement, the final design of units indentified herein may vary. If the final

design is materially changed, and Buyer is not agreeable to such change, Buyer shall have the right to an immediate refund of the deposit.

2. **Reservation Deposit.** Buyer shall tender to Seller, immediately upon the execution of this Agreement by Buyer, the sum of \$5,000.00 as a Reservation Deposit. If paid by check or negotiable instrument, this Reservation Deposit shall be made payable to Title Guaranty of Guam. The Reservation Deposit shall be held by Title Guaranty of Guam, as Escrow Agent for Seller (hereinafter referred to as the “Escrow Agent”) and deposited into an account with an FDIC-insured financial institution. Buyer shall be provided a receipt relative to any funds paid pursuant to this Agreement.
3. **Formal Agreement.** Buyer acknowledges that Seller will be preparing and filing with the Government of Guam, certain documents relative to the Subdivision. After such documents have been filed and all approvals have been obtained, if necessary, from appropriate governmental or regulatory entities, Buyer will be provided with the formal Purchase Agreement (hereinafter referred to as the “Contract”) relative to the unit which Buyer is reserving hereunder. Buyer shall have ten (10) calendar days from the date of receipt of the Contract by Buyer in which to either accept or reject the Contract. The Contract will provide for the purchase price as set forth herein in Paragraph 1. If Buyer accepts the Contract, Buyer shall promptly execute the contract in accordance with the instructions submitted and return the Contract to Seller, together with a \$5,000.00 Earnest Money Deposit, within the said ten-day (10) period. In making payment of the Earnest Money Deposit, Buyer shall receive a credit for the total amount of the Reservation Deposit, then held by Escrow Agent. **BUYER ACKNOWLEDGES THAT UPON EXECUTION OF THE CONTRACT, THE RESERVATION DEPOSIT AND THE EARNEST MONEY DEPOSIT BECOME NON-REFUNDABLE, EXCEPT AS MAY BE PROVIDED IN SAID CONTRACT.** If Buyer has not accepted the Contract within the said ten-day (10) period, this Agreement shall terminate and the Reservation Deposit shall be returned in full to Buyer.
4. **Notices.** Any notices permitted or required under this Agreement shall be deemed to have been delivered if deposited in writing in the US mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to Seller and the Buyer at the address above.
5. **Assignment.** Buyer shall not have the right to assign this Agreement. Seller shall not have the right to assign this Agreement, except it may assign this Agreement to a legal entity under its control, which is formed expressly for the purpose of developing this Subdivision.
6. **Termination.** Buyer shall have an immediate, unqualified right to cancel this Agreement and receive a return of the full Reservation Deposit, at any time prior to the acceptance by Buyer of the Contract. In the event that Seller, in its own

discretion, determines that it is unwarranted financially to construct the Subdivision, Seller shall have the right to terminate this Agreement. In such event, Seller shall notify Buyer in writing and shall return the full Reservation Deposit, and thereafter, Buyer and Seller shall have no further obligations hereunder.

7. **Escrow.** Buyer and Seller agree to indemnify and hold harmless Escrow Agent from any claims, losses, or damages, of any nature or of any cause, in any way associated with this Agreement, with the contract or with the Subdivision.

8. **Sole Remedy.** In the event that Seller, for any reason whatsoever, is unable to construct the Subdivision, or is unable to provide Buyer a Contract within eighteen (18) months from the date hereof, Buyer's sole remedy shall be return of the Reservation Deposit. After such return of the Reservation Deposit, Buyer shall thereafter have no further rights against Seller.

IN WITNESS, the parties have hereunto set their hands and seal on the day and year first above written.

BUYER's Signature

Date

Date

SELLER

TRI, Inc.

By: _____

Its: _____