

THIS IS NOT AN OFFER OR CONTRACT TO PURCHASE OR SELL

COSTA BAJA CONDO-HOTEL

NON-BINDING HOTEL-CONDOMINIUM PLAN RESERVATION

1. **Plan of Development.** Kool Stuff, LLC, a Nevada limited liability company (the “Developer”), is in the process of developing a condominium/ hotel project known as “Costa Baja,” located at 1536 BLVD. LAZARO CARDENAS, Ensenada, Mexico (the “Project”). The Developer is offering prospective purchasers of condo/hotel “right-to-use” plans in the Project the opportunity to reserve the “Use Plan” of their choice (the “Reserved Plan”) on a first come, first served basis. This Reservation, unless terminated by the undersigned Buyer or the Developer, is intended to give the Buyer the exclusive right to purchase the “right-to-use” Plan, subject to the terms and conditions of a separate offer to purchase (the “Purchase Contract”) to be subsequently entered into by Buyer and the Developer. The “right-to-use” ownership within the Condo/hotel will be subject to certain “rules and regulations “ that will govern use and enjoyment of the said facilities.

2. **Reservation of Plan; Developer’s Rights to Make Changes.** The Reserved Plan selected by Buyer is Plan of the Condominium/Hotel Resort at a price of \$. The Developer reserves the right, in its sole discretion, to change the specific location, design and layout within the Condo/Hotel of the Units and any other aspect of the Project. Any plans, diagrams or renderings for any Unit or the Project provided to Buyer by Developer are tentative only, and are subject to change and modification in Developer’s sole discretion.

3. **Non-Binding Reservation.** Either the Buyer or the Developer without cause or penalty may terminate this Reservation at any time. This Reservation does not create any legally binding obligations on the Buyer or the Developer except for the obligations of the Developer with regard to the return of the accompanying deposit (the “Reservation Deposit”) and the agreed upon sales price as provided herein. Except for these obligations, neither the Developer nor the Buyer undertakes any legally binding obligation to the other hereunder, (including, without limitation, any obligation to negotiate or enter into a Purchase Contract with regard to the Reserved Plan).

4. **Reservation Deposit.** The Reservation Deposit accompanying this Reservation is \$. This Reservation Deposit will be deposited in a non-interest bearing account held by the developer in Clark County, Nevada.

5. **Return of Reservation Deposit.** The Buyer may at any time prior to entering into a Purchase Contract with the regard to the Reserved Plan terminate this Reservation Agreement. The Developer shall return the entire Reservation Deposit (without interest) within thirty (30) business days after the Developer has been notified of the Buyer’s desire to terminate this Reservation and the buyer has completed and on-site inspection with a representative of the developer. If the Reservation Deposit is paid by check the developer must obtain confirmation that the issuing financial institution has honored such check. The Developer may at any time terminate this Reservation, and such notice of termination shall be accompanied by a return to the Buyer of the Buyer’s Reservation Deposit (without interest).

6. **Application of Reservation Deposit Under Terms of a Purchase Contract.** In the event the Buyer and the Developer enter into a Purchase Contract with regard to the Reserved Plan (or any other condominium plan within the Project) on or before , then the Reservation Deposit will be disbursed in accordance with the terms and conditions of the Purchase Contract (for example, applied to the purchase price if the Buyer closes on the Purchase Contract).

7. **Reservation Not Assignable.** The Buyer may not assign this Reservation to any other person without the Developer’s consent in Developer’s sole discretion, and any purported assignment in violation of the foregoing shall be null and void.

8. **Additional Provisions.** Buyer shall not record this Reservation or any memorandum thereof. Buyer acknowledges and agrees that Buyer has no right or interest (equitable or otherwise) in the Condo/Hotel Resort prior to entering into the final “purchase contract”, and has no right to record any notice of pendency of action or lis pendens. Recordation of any notice of pendency of action or lis pendens by Buyer or its attorney, agent or representative shall constitute slander of title *per se*. Buyer specifically agrees that there are no agreements, representations, warranties or guaranties by Developer, or any salesperson, agent, representative or employee of Developer, concerning the Condominium Map, Unit, or this Reservation. No person on behalf of Developer is authorized to make any oral agreement with regard to any such matter. All agreements, understandings, statements and representations must be in writing and signed by the Developer, or shall be null and void and of no effect.

9. **Agency.** Buyer hereby acknowledges having been informed that no real estate agency through receipt and/or review is entitled “Duties Owed Commissions” by the developer or purchaser at any time.

10. **Project Contingencies.** The Buyer understands that there are numerous contingencies associated with the development of the Project including, by way of example, the need for the Developer to secure some final approvals from governmental bodies having jurisdiction over the Project and the ability of the Developer to negotiate construction and other development-related contracts, which are satisfactory to the Developer. In the event the Developer is unable to satisfy the various contingencies associated with the development of the Project, Developer will promptly refund the Reservation Deposit to Buyer.

This Reservation Does Not Obligate The Below Named Buyer To Purchase Anything

Date Submitted: _____ Date Accepted: _____

SELLER: KOOL STUFF, LLC
a Nevada Limited Liability Company

Signature: _____ Reservation # _____

L.M. “Pete” Rowland
President

PURCHASERS Name: _____ SIGNATURE: _____

(As desired to appear on purchase agreement)

Address: _____

Work Telephone: _____

Home Telephone: _____

Cellular Telephone: _____

Fax: _____

E-Mail: _____

