

ESCROW AGREEMENT
SOLEA JACÓ
Escrow number TLA[*]

THIS ESCROW AGREEMENT (this “**Escrow Agreement**”) is made and entered into as of [date] 2025, by and between:

SOLEA JACÓ, LIMITADA, company identification number 3-102-895487, domiciled in San José, Santa Ana, district of Santa Ana, City Place Urban Centre, Tower B, third floor, suite BLN-52, represented by **ALLAN KADER FISHMAN**, bearer of identity card number 1-1583-0984, acting in his capacity as Special Power of Attorney (“**Seller**”), and

[PURCHASER], with an address at: [address], with an e-mail: [email](“**Purchaser**”), and

TLA, LLC, a limited liability company organized and existing under the laws of the State of Texas, USA (“**Escrow Agent**”), with an address at 3100 McKinnon St., Suite 250 Dallas, Texas 75201, email: solea@tlaservices.com, Telephone: +1 (214) 833-2822. Seller and Purchaser are sometimes collectively identified as the “**Parties**”.

WHEREAS, Seller is the developer of certain real a vertical residential real estate complex, called Solea Jacó Project (the “**Project**”), located in Jacó, first district of Garabito, eleventh canton of the Province of Puntarenas, real estate registration number Twenty Thousand Two Hundred And Twenty-One – Zero Zero Zero, and cadastral plan number P – 0020898 – 2024, free of liens or encumbrances (hereinafter the “**Property**”).

WHEREAS, Purchaser and Seller have entered into that certain Reciprocal Promise of Purchase and Sale of Dwelling Unit (“**Purchase Agreement**”), dated of even date herewith, for the purchase of a residential **Unit # [Unit Description]** (“**Unit**”) in the Project.

1. The Parties mutually desire to establish an escrow account with Escrow Agent for the purpose of receiving, holding, administering and distributing all funds deposited in connection with this escrow and subject to the terms and conditions set forth below.
2. Purchaser shall deposit with Escrow Agent the total amount of [**Purchase Price Amount \$\$\$ USD**] for the purchase price of the Unit (“**Purchase Price**”).

[*Parking Lot (include if applicable):* In addition, the Purchaser shall pay the sum of **Fifteen Thousand and 00/100 U.S. Dollars (US \$15,000.00)**, representing the purchase price of the parking lot (the “**Parking Lot Price**”) (any and all funds deposited with Escrow Agent under this Escrow Agreement are collectively referred to as the “**Escrowed Funds**”).

3. Any and all Escrowed Funds deposited with Escrow Agent shall be held in a non-interest bearing escrow account in the name of Escrow Agent, segregated from its own funds at Texas Capital Bank, a bank organized under the laws of Texas (the “**Bank**”), on behalf of the Parties herein, subject to the terms and conditions of this Escrow Agreement.
4. Pursuant to Exhibit 4 of the Purchase Agreement, for the purposes of the payments detailed in the Purchase Agreement, the Seller shall notify in writing to the Purchaser, about the payment to be made once the milestones in Exhibit Three of the Purchase Agreement have been completed, along with a report from a third party (chosen by the Seller) that ensures that the Project has reached such milestone. At the latest, thirty (30) calendar days after the receipt of such notice, the Purchaser must make the payment by bank deposit or electronic transfer of funds to the Escrow Agent’s account detailed in Section 2 above. The Parties hereby instruct Escrow Agent to release the Escrowed

Funds in accordance with the Instruction to Disburse Funds executed by Seller and Purchaser in the form attached hereto as Exhibit "A".

5. Escrow Agent hereby agrees to act as Escrow Agent for the purpose of receiving, holding, administering and distributing the Escrowed Funds in accordance with the provisions of this Escrow Agreement.
6. Know your Client Requirement. In accordance with Section 326 of the USA Patriot Act, Financial Institutions are subject to a Customer Identification Program requirement (The Code of Federal Regulations, Title 31, Chapter X (31 CFR 1020.220(a)), Financial Crimes Enforcement Network (FinCEN), Department of the Treasury), according to which Financial Institutions must obtain, record and retain certain identifying information of their customers for the purposes of combating money-laundering, terrorist financing or other criminal activity. For the purposes of this Section, "Customer" shall mean: (i) any Party to this Escrow Agreement, (ii) any individual or legal entity depositing funds with the Escrow Agent, or (iii) any beneficiary of proceeds derived from the Escrow Funds. Prior to opening an escrow account, each Customer shall be required to complete Escrow Agent's KYC requirements, which shall include, but not limited to, at least one (1) government-issued form of identification, bearing a photograph and a visible signature. In case of a legal entity, the Customer shall also be required to submit organizational documentation, such as Articles of Incorporation or Association, Bylaws, a Company Resolution, and any powers of attorney or other documents that establish ownership and authorize the signatory to act on the entity's behalf in connection with this Escrow Agreement. Escrow Agent reserves the right to request any additional information or documentation as may be reasonably necessary to verify the identity of any individual or organization.

SUGEF Compliance. Costa Rican Law 7786, Article 15 bis and Article 15 Ter, states that as part of any contract involving the exchange of money, the parties must supply supporting documentation, justifying the funds origin. Accordingly, Purchaser expressly agrees to comply with all regulatory obligations imposed by the Project in accordance with applicable Costa Rican laws (the "Origin of Funds Requirement"), as necessary for the successful completion of the property purchase contemplated by the Purchase Agreement. This Origin of Funds Requirement includes, but is not limited to, the Purchaser's obligation to obtain a certification of income from a licensed Certified Public Accountant (CPA) attesting to the source of the Escrow Funds. The Purchaser may elect to engage a CPA of their own choosing and at their sole expense, provided that written notice of such election is submitted to the Escrow Agent in a timely manner. If no such written notice is received, a CPA designated by the Project shall be assigned to prepare the certification. In such case, the CPA's fees shall be treated as part of the closing costs borne by the Purchaser, and the Purchaser expressly authorizes the Escrow Agent to disburse the applicable CPA fees from the Escrow Funds when such are due.

7. Escrow Fees. Purchaser shall be responsible for payment of the fees of Escrow Agent for its services performed pursuant to this Escrow Agreement, which shall be a non-refundable amount of **US 1,000.00**. The Parties authorize the Escrow Agent to withhold any fees due by Purchaser under this Escrow Agreement from the Escrowed Funds as payment of such fees by Purchaser.
8. Action in Interpleader. The Parties expressly agree that Escrow Agent has the absolute right, at its election, to file an action in interpleader requiring the Parties to answer and litigate their several claims and rights among themselves and Escrow Agent is authorized to deposit with the clerk of the court any documents and the Escrowed Funds held pursuant to this Escrow Agreement. In the event such action is filed, the Parties jointly and severally agree to pay costs, expenses and reasonable attorney's fees which Escrow Agent is required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action and such deposit of the Escrowed Funds, Escrow Agent shall thereupon be

fully released and discharged from all obligations imposed by the terms of this Escrow Agreement or otherwise in connection with the Property.

9. Limitation of Liability. The Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of any escrow established pursuant to this Escrow Agreement, or any documents, instructions or directions received by the Escrow Agent hereunder; and, the Parties agree to indemnify, protect, defend and hold the Escrow Agent harmless from all losses, costs, damages, liabilities, expenses and attorney's fees suffered or incurred by the Escrow Agent as a result of any and all claims asserted against the Escrow Agent with respect to any act or omission by the Escrow Agent taken in good faith in any and all matters covered by this Escrow Agreement in accordance with the instructions or directions set forth herein, except to the extent such losses, costs, damages, liabilities, expenses and attorney's fees arise from Escrow Agent's gross negligence or willful misconduct. In the event the Parties for any reason fail to pay any expenses or fees as and when the same are due, such unpaid expenses and fees shall be charged to and set-off and paid from the Escrowed Funds by Escrow Agent without any further notice.

10. Miscellaneous Provisions.

- a. Business Day. The term "business day," as used herein, shall mean any calendar day that is not Saturday, Sunday or legal holiday of the United States of America.
- b. No Oral Modification. This Escrow Agreement may not be modified, amended or altered except by an agreement in writing signed by the Parties and acknowledged and agreed to by Escrow Agent.
- c. Governing Law. The substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Escrow Agreement, and, to the fullest extent permitted by law, each Party hereby unconditionally and irrevocably waives any claim to assert that the laws of any other jurisdiction govern this Escrow Agreement. Venue of any case or controversy arising under or pursuant to this Escrow Agreement shall be in Dallas County, Texas, and each Party hereby submits to the jurisdiction of the relevant courts sitting in Dallas County, Texas and hereby unconditionally and irrevocably waives its rights to any other jurisdiction that may apply by virtue of its present or future domicile or for any other reason.
- d. Third-Party Beneficiary. The Bank shall be designated as a third-party beneficiary with respect to the terms and conditions of this Agreement. The Parties further acknowledge and agree that the Bank shall have the right, but not the obligation to enforce any applicable terms and conditions of this Agreement, as set forth herein.
- e. Notices. Any notice or communication required or sought to be delivered hereunder shall be in writing and shall be valid only if (a) personally delivered, or (b) sent by reliable overnight courier or delivery service providing verification of delivery, with all delivery charges prepaid, and the Party giving notice in the manner described in the immediately preceding clause (a) or (b) simultaneously sends a copy of such notice to the recipient thereof at such recipient's e-mail address set forth on the signature page(s) of this Escrow Agreement. Such notices and other communications shall be addressed to the Parties at their respective addresses as set forth in the introductory paragraph of this Escrow Agreement, or to such other address as a Party may provide to the other by at least five (5) days' written notice given to the other Parties. All such notices and other communications shall be effective upon completion of personal delivery or delivery by such overnight

courier or delivery service (as shown by evidence of such delivery by such overnight courier or delivery service), as applicable.

- f. Facsimile/Electronic Signature. This Escrow Agreement may be executed and delivered by facsimile or electronic signature (including through www.docuSign.com) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- g. Counterparts. This Escrow Agreement may be executed in counterparts.
- h. Disbursement. All disbursements of Escrowed Funds required to be made by Escrow Agent under this Escrow Agreement shall be made within 2 business days of Escrow Agent's receipt of notice.

By the execution hereof, the undersigned Parties fully agree to the terms of this Escrow Agreement.

SELLER:

SOLEA JACÓ, LIMITADA

Signature: _____
Name: Allan Kader Fishman
Title: Authorized Representative

PURCHASER:

Signature: _____
Name: [Purchaser]

ESCROW AGENT:

TLA, LLC

By: _____
Name: Frank W. Busch III
Its: Managing Partner

EXHIBIT "A"
Instruction to Disburse Funds

[5-20 Milestone Payment Schedule]

Reference is made to that certain Escrow Agreement, dated as of even date herewith (the “**Escrow Agreement**”) by and among **SOLEA JACÓ, LIMITADA**, company identification number 3-102-895487 (“**Seller**”), and **[Purchaser]** (“**Purchaser**”), and TLA, LLC a Texas limited liability company (“**Escrow Agent**”).

Pursuant to Section 4 of the Escrow Agreement, Seller and Purchaser hereby irrevocably instruct Escrow Agent to release Escrowed Funds as follows:

Initial Downpayment: Initial Deposit in the amount of **[Insert Amount in Letters]** (USD \$ **[Insert Amount in Numbers]**) equal to 20% of the total Purchase Price, less the sum of **US \$1,000.00** previously paid by Purchaser to Seller as a reservation deposit, shall be made available to Seller upon execution of this Escrow Agreement and receipt by Escrow Agent.

Second Deposit: Second Payment in the amount of **[Insert Amount in Letters]** (USD \$ **[Insert Amount in Numbers]**), equal to 20% of the total Purchase Price, will be made available to Seller upon completion of Construction Permits Milestone.

Third Deposit: Third Payment in the amount of **[Insert Amount in Letters]** (USD \$ **[Insert Amount in Numbers]**), equal to 20% of the total Purchase Price, will be made available to Seller upon completion of Level 10 Floor Milestone.

Fourth Deposit: Fourth Payment in the amount of **[Insert Amount in Letters]** (USD \$ **[Insert Amount in Numbers]**), equal to 20% of the total Purchase Price, will be made available to Seller upon completion of Level 26 Floor Milestone.

Fifth Deposit: Fourth Payment in the amount of **[Insert Amount in Letters]** (USD \$ **[Insert Amount in Numbers]**), equal to 20% of the total Purchase Price, will be made available to Seller at Final Delivery.

By the execution hereof, the undersigned Parties have entered into this Instructions to Disburse Funds as of the date that the last of the Parties signed this document.

PURCHASER:

SELLER:

SOLEA JACÓ, LIMITADA

Signature: _____

Name: **[Purchaser]**

Signature: _____

Name: Allan Kader Fishman

Title: Authorized Representative

Date: _____

Date: _____

EXHIBIT "A"
Instruction to Disburse Funds

[30-70 Milestone Payment Schedule]

Reference is made to that certain Escrow Agreement, dated as of even date herewith (the “**Escrow Agreement**”) by and among **SOLEA JACÓ, LIMITADA**, company identification number 3-102-895487 (“**Seller**”), and **[Purchaser]** (“**Purchaser**”), and TLA, LLC a Texas limited liability company (“**Escrow Agent**”).

Pursuant to Section 4 of the Escrow Agreement, Seller and Purchaser hereby irrevocably instruct Escrow Agent to release Escrowed Funds as follows:

1. Escrow Agent shall be authorized to release the total amount of Payments #1 through #2, as provided below, representing the twenty percent (20%) of the Purchase Price, less the sum of **US \$1,000.00** previously paid by Purchaser to Seller as a reservation deposit, to Seller once Seller obtains construction permits at the municipality.
 - a. Payment #1 in the amount of **[Insert Amount in Letters]** (USD \$ **[Insert Amount in Numbers]**), is due upon execution of this Escrow Agreement.
 - b. Payment #2 in the amount of **[Insert Amount in Letters]** (US\$ **[Insert Amount in Numbers]**), is due upon Construction Permits Milestone.
2. Payment #3 in the amount of **[Insert Amount in Letters]** (US\$ **[Insert Amount in Numbers]**) will be due upon Level 10 Floor Milestone and disbursed to Seller upon receipt by Escrow Agent.
3. Payment #4 in the amount of **[Insert Amount in Letters]** (US\$ **[Insert Amount in Numbers]**) will be due upon Level 26 Floor Milestone and disbursed to Seller upon receipt by Escrow Agent.
4. Payment #5 in the amount of **[Insert Amount in Letters]** (US\$ **[Insert Amount in Numbers]**) will be due upon Final Delivery and Signing of The Public Deed of Sale disbursed to Seller upon receipt by Escrow Agent.

By the execution hereof, the undersigned Parties have entered into this Instructions to Disburse Funds as of the date that the last of the Parties signed this document.

PURCHASER:

SELLER:

SOLEA JACÓ, LIMITADA

Signature: _____

Signature: _____

Name: **[Purchaser]**

Name: Allan Kader Fishman

Title: Authorized Representative

Date: _____

Date: _____