

MANAGEMENT AGREEMENT

This Management Agreement is entered into this ___ day of ___, 2008 by and between THE LEGACY GROUP, LIMITED, a corporation organized under the laws of Belize (the "Management Company") and the BELIZE LEGACY RESORT, LTD., a corporation organized under the laws of Belize ("BLR"), however it shall begin and become effective on official opening date of the Belize Legacy Garden Villas at Belize Legacy Resort.

WHEREAS, BLR owns certain real property located on Ambergris Caye, Belize and all structures and all buildings and erections thereon, commonly referred to as the "Resort", the legal description of which is as follows:

First, all that piece or parcel of land situate about 7.2 miles north of San Pedro Town Centre, Ambergris Caye, Belize District, comprising 2.0 plus acres and being more particularly delineated, described and shown as Parcel Number 3 and Parcel Number 4 on the attached plan of subdivision survey of 'Santa Rita' by A. R. Mann, Land Surveyor, dated the 13th day of February 1997, recorded at the office of the Commissioner of Lands and Surveys, Belmopan, Belize in Register Number 3, Entry Number 3130, together with all buildings and erections standing and being thereon. (the "Property")

WHEREAS, BLR has sold shares of the company to individuals who have the exclusive rights to use a particular unit or units within the Resort ("Units");

WHEREAS, With the aid of a professional management company, BLR desires to create, maintain and operate an upscale full service resort hotel on the Property for the owners of the Units and others who may use the Resort's facilities and/or Units and, in the process, create revenue through nightly room rental of the Units to provide income to the owners of the Units;

WHEREAS, the Management Company is a professional management company that employs a group of resort management professionals who can provide BLR and the owners of the Units all of the services needed to operate and maintain the Property and Resort, including services related to its operation, marketing, sales, reservations and occupancy, and the ability to create nightly room revenue;

WHEREAS, the BLR Garden Villa owners desire to engage the Management Company for a period of five and one half (5 1/2) years from the date of this Agreement to provide certain services under the terms and conditions herein and the Management Company desires to provide such services under the terms and conditions set forth herein;

WHEREAS, all persons who own a share in BLR must agree to the terms and conditions of this Management Agreement in connection with purchasing their share;

NOW THEREFORE, based upon the mutual covenants and conditions set forth below, the parties agree as follows:

ARTICLE I
TERM

1.01 The term of this Management Agreement shall be five and one half (5 1/2) years unless otherwise extended by mutual written consent of all affected parties or terminated pursuant to the terms hereof.

ARTICLE II
RESPONSIBILITIES OF THE MANAGEMENT COMPANY

2.01 The Management Company shall be solely responsible for the following at no additional cost to BLR or shareholders of BLR beyond those charges discussed in Article III below:

a. applying for, paying for and maintaining in a current form the annual Hotel License for each Unit at BLR.

b. applying for, paying for and maintaining in a current form the annual Trade License for each Unit at BLR and the Resort

c. marketing the Units and the Resort, including, but not limited to, maintaining a user friendly website from which reservations for the Units can be made, maintaining a network of 'Belize driven' travel agencies, establishing relationships with air charter service providers to create a chartered air/resort package for guests, establishing a program for guest retention and guest returns; interacting with guests prior to arrival, providing internet access to BLR and maintaining a toll free number to access BLR; coordinating travel and connection services to make travel to BLR convenient; establishing and maintaining contact with guests before their arrival to ascertain their specific needs and desires, from diving and fishing tours to setting up wedding; and providing, at their request a case of cold beer or soda to their assigned Unit prior to arrival;

d. collecting and depositing into BLR's account, all revenues generated from the rental of Units or any portion of the Units;

e. accounting for all income and expenses related to the operation and maintenance of the Resort;

f. to the extent available from room rental revenues, reimbursing BLR on behalf of all shareholders their respective obligations for insurance, taxes, security and maintenance costs and reserve account fees as more fully described in the Exclusive

Rights of Occupancy, Possession and Governance and Covenants, Conditions and Restrictions applicable to all Units and shareholders of BLR.

g. to the extent not available for room rental revenues, notifying each shareholder of BLR the amount their respective obligations for insurance, taxes, security and maintenance costs and reserve account fees as more fully described in the Exclusive Rights of Occupancy, Possession and Governance and Covenants, Conditions and Restrictions applicable to all Units and shareholders of BLR

h. coordinating with BLR to make distributions to the members of BLR. Such distributions, if available, shall be made on a quarterly basis and BLR as well as each member of BLR shall be entitled to a full accounting of how such distributions were calculated and access to the underlying records that reflect or form the basis of the income, expenses or distributions.

i. employing, training, managing and paying all staff members of the Resort. In this regard, it will report on a timely basis to the Government of Belize Labor Board. It will report wages, pay employee's social security contributions and maintain all accounting and records required by the Government of Belize. These records will be available for review at any time by the Government of Belize and by BLR or any of its shareholders. Such staff shall include, but not be limited to all persons necessary for marketing, admitting and checking out guests, housecleaning, maintenance and security;

j. interacting with guests, solving problems identified by guests, collecting all rental fees and charges due by guests;

k. collecting and pay the Government of Belize Hotel Tax, account and maintain the records of such payment.

l. cleaning and maintaining all Units for all guest arrivals and departures and as part of such will assess if items have been broken, misplaced, or misused in the Units. In the event of gross negligence, the Management Company will collect from the guest the funds necessary for repair or replacement. Normal wear-and-tear to rental property is to be expected and will not be the responsibility of the Management Company or the guests. In the event of wear-and-tear, loss and/or breakage of furniture, appliances and other furnishings under normal rental circumstances, the Management Company will supervise replacement and/or repair, with the shareholder who has exclusive use of the Unit paying for the items and/or professional services necessary to return the Unit to a first-class condition. In order to maintain the rental standard of BLR, the Management Company is authorized to use their discretion to pay for repair(s) and replacement(s) up to BZ \$2000 per quarter per Unit, provided such funds are available from rental revenues. In that event, such funds will be deducted from quarterly distributions. Receipts for any repairs and/or replacements will be included in quarterly statement.

m. providing transfers between San Pedro and the Belize Legacy Resort for arriving and departing guests and, if convenient, shareholders of BLR.

n. forwarding and bill paying services shareholders of BLR.

o. the providing of all guest suite amenities to the Units; including, but not limited to, an upscale soap/lotion/shampoo/conditioner package, tissues and toilet paper, paper towels and housekeeping supplies. Each unit will be complete with a hair dryer, iron, ironing board, toaster, coffee maker, dishes, silverware and pots and pans. Guest linens will include high quality sheets and pillow cases, good quality comfortable pillows, decorative bed covers, high fiber count terry cloth bath towels, bath mats, hand towels, face cloths, dish cloths and dish towels.

p. creating and maintaining a guest orientation book and in-room services directory for each unit. Guests will enjoy ancillary amenities located next to the Resort that may include 2 restaurants, 3 bars, an entertainment lounge, a game room, a cyber caf_, a gift shop, a convenience store, a coin-op laundry, a Caribbean Art shop, a dive shop on the pier that provides fishing/diving/snorkeling tour services, personal kayak rentals, golf cart rentals, a beach front Activities Director coordinating scheduled beach volley ball, ping pong, art and ceramic classes, on-the-beach BBQs, guided tours of San Pedro Town and other personalized special services

q. engaging in any and all other activities necessary to operate and maintain the Resort as an upscale destination resort and maintain high and regular room occupancy by persons renting Units with the understanding that neither BLR nor its shareholders will be involved in the day to day operation or maintenance of the Resort or the Units, including those tasks identified as “Management Responsibilities” in Article IV below

ARTICLE IV **COMPENSATION**

4.01 The Management Company will provide its services to BLR and its shareholders in exchange for 50% of the net room revenues after deducting the applicable Gross Revenue Tax imposed by the Government of Belize. As of the date of this Management Agreement, such tax is 1.75% (the “Net Revenues”).

4.02 Out of its 50%, the Management shall be responsible for paying those items identified as “Management Responsibilities” in Section 4.04 below.

4.03 The remaining 50% of the Net Revenues shall first be used to satisfy the “Costs of Ownership” for each shareholder of BLR as identified in Section 4.04 below. Those revenues remaining after satisfying the Costs of Ownership shall be distributed to the shareholders of BLR on a quarterly basis based upon the percentages assigned to their particular Unit, as more particularly described in paragraph 4 of BLR’s Articles of Association.

4.04 The division of “Management Responsibilities” and “Costs of Ownership” are as follows:

NET ROOM REVENUE

CONDO UNIT OWNER’S
COSTS OF OWNERSHIP

These costs will be deducted from the Owner’s portion of the net room revenue, After Gross Revenue Taxes have been paid.

- A. Property Taxes
- B. “All Perils” Insurance and Contents Coverage
- C. Staff and supplies for the Common Property Maintenance including, but not limited to:
Landscaping, grounds maintenance
Pool and spa cleaning and chemical adjustment, beach cleaning including the daily removal of sea grass accumulations, sidewalk sweeping and window cleaning;
Security staff
- D. Quarterly contribution to the Homeowner’s Reserve Fund to help offset the expense of Special Assessments, as they may arise.

The Mangement Company will pay A-D as they become due, from the shareholder’s portion of the room revenue, manage the maintenance staff and supplies needed to maintain the quality standard of the common property as a service to the same.

MANAGEMENT CO.
RESPONSIBILITIES

These costs will be deducted from the Management Portion of the net room revenue before any profit is realized.

- 1. Front Desk Staffing
- 2. Reservations Staffing
- 3. Guest Room Attendants
- 4. Bell Persons
- 5. Golf Cart Drivers
- 6. Boat Drivers
- 7. Employee Training
- 8. Marketing
- 9. Sales
- 10. Website
- 11. Internet Reservation Site
- 12. Office Supplies
- 13. Office Equipment
- 14. Satellite TV service
- 15. Satellite Internet Service
- 16. Electricity
- 17. Generator
- 18. Water
- 19. Septic Tank maintenance
- 20. Trash removal
- 21. Accounting
- 22. Hotel Laundry
- 23. Linen Replacement
- 24. In-Room Amenities

25. In-Room Coffee Service
26. Hotel and Trade Licenses
27. Employee SS Taxes
28. Safety Deposit Boxes
29. Quarterly Distributions
30. Maintenance of Co books
31. Maintenance of Co record
32. Credit Card Discounts
33. Bank Accounts
34. Guest complaints
35. Corporate filings
36. Staff benefits
37. Minor maintenance
38. T/A Familiarization Trips
39. Trade Shows
40. Property Entertainment
41. Telephone service
42. Toll free phone service
43. Services for the disabled
44. BTB reporting
45. Ordering and deliveries
46. Pier maintenance
47. Guest tours/activities
48. All other expenses of the operation and the management of the Resort not assigned as a “Cost of Ownership”

ARTICLE V
RIGHTS AND OBLIGATIONS OF BLR SHAREHOLDERS

5.01 All shareholders of BLR will sign this Agreement agreeing to be bound by its terms and agreeing commit the Unit to which they will be receiving exclusive rights into the rental pool for the Management Company to manage under this Agreement for the length of this Agreement.

5.02 Each shareholder is entitled to spend up to forty five (45) days per year in the Unit to which they have exclusive possession at no nightly room rental charge. A fee of US \$25 (subject to change) will be collected for each occupied room night to pay for maid service and utilities charges. Incidental charges, including, but not limited to, meals, bar service, telephone charges, internet services and purchases will the responsibility of the shareholder incurring them and will be payable upon departure.

5.03 Of the 45 days discussed in Section 5.02 above, 30 can be utilized by and the shareholder or his/her immediate family. Immediate family is defined as the owner's parents, children, brothers or sisters. Upon completion of the purchase, the owner will supply the management company with the names and passport numbers of his immediate family. With respect to the remaining 15 days, the shareholder may assign them to anyone they may choose. The shareholder will make the reservation and authorize usage of the Unit with the Management Company. It is the goal of the Management Company to achieve the highest occupancies possible; therefore, it is recommended that shareholders make their reservations at least six (6) months in advance. The Management Company will take reservations from others up to six (6) months in advance.

5.03 Any unused portion of the 45 days discussed in Section 5.02 above will be accounted for separately, rather than pooled, and paid accordingly. Room revenue achieved will be split between the applicable shareholder and the Management Company. Those unused room nights will be accounted for as follows:

- a) the number of unused days immediately following the owner's usage.
- b) in the case of no owner usage, the last 45 days of the last accounting quarter of the fiscal year of Management Company.

ARTICLE VI TERMINATION OF MANAGEMENT COMPANY

6.01 In the event the Management Company breaches any of the terms or conditions of this Management Agreement and fails to cure such breach within 45 days of receiving written notice of the breach, then BLR can terminate this Agreement or an individual shareholder may terminate the Agreement with respect to the Unit they have exclusive possession.

ARTICLE VII MISCELLANEOUS

7.01 Shareholders of BLR agree to abide by all terms and conditions of the BLR's Articles of Association, Exclusive Rights of Occupancy, Possession and Governance and Covenants, Conditions and Restrictions for BLR the Minimum Resort Standards enforced by Government of Belize; and the Belize Tourist Bureau Regulations.

7.02 The Management Company has the right to:

- a. set and adjust nightly room rates based on demand and competition.
- b. occupy any Unit for up to seven (7) nights per year, at no charge, for airline tour coordinators, travel writers, travel agents and/or tour operators to

familiarize them with BLR. Any and all complimentary usage will be accounted for and included on quarterly distribution statement.

This contract is valid and binding from the official opening date of the Belize Legacy Garden Villas and for the period of five and one half (5 1/2) continuous years from November 1, 2008, the official opening date. This contract must accompany and be honored by any future buyer or 'transferee' of the share representing this condo unit.

Signature of the Belize Legacy Resort, Ltd. President: _____

Printed Name of the Belize Legacy Resort, Ltd President: ROD RALSTON

Witness to the Signature: _____

Printed Name of the Witness to the Signature: _____

Signature of Shareholder: _____

Printed Name of the Shareholder: _____

Witness to the Signature: _____

Printed Name of the Witness to the Signature: _____

Date of Signatures: _____

Signature of the Legacy Group, Limited President: _____

Printed Name of the Legacy Group, Limited President: ROD RALSTON

Witness to the Signature: _____

Printed Name of the Witness to the Signature: _____