

GIFT AGREEMENT
between

_____ **[DONOR]**

and

NATURARESERVE ECO RESORTS

This Gift Agreement [AGREEMENT] sets forth the AGREEMENT between
[DONOR], with a business address _____

at _____

and [NATURARESERVE ECO RESORTS], NaturaReserve Eco Resorts, with a business address
at PO Box 342341 Austin Texas 78734,

effective _____ [EFFECTIVE DATE].

I. PURPOSE AND PAYMENT SCHEDULE

DONOR wishes to support _____
[Enter intent of donation]. DONOR hereby pledges to pay to NATURARESERVE ECO
RESORTS the amount of

[Dollar Amount in Words] \$ _____) [GIFT] by _____.

II. RECOGNITION

A. Naming and Signage

In grateful recognition of DONOR's generosity, the NATURARESERVE ECO
RESORTS will name

[Existing name of vessel],

[Proposed name of existing vessel],

and will provide recognition and signage as described in Exhibit A which is attached hereto.

The naming right shall remain in effect for the greater of _____ years or the useful life of
the existing vessel. NATURARESERVE ECO RESORTS shall, at its sole expense, maintain the
signage and keep it in good repair. NATURARESERVE ECO RESORTS will not allow other
signage that would obstruct or obscure the DONOR name.

B. Change of DONOR Name

In the event that DONOR changes its name, DONOR shall have the right to change the DONOR NAME with the prior approval of NATURARESERVE ECO RESORTS, which shall not be unreasonably withheld. In the event the DONOR NAME is changed under the provisions of this Section, the cost of effectuating such change shall be borne solely and entirely by DONOR, and any and all costs and expenses incurred by NATURARESERVE ECO RESORTS in connection with effectuating such change shall be paid by DONOR promptly upon request.

III. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Representations, Warranties and Covenants of NATURARESERVE ECO RESORTS. The NATURARESERVE ECO RESORTS hereby represents to DONOR that:

1. The NATURARESERVE ECO RESORTS has the requisite right and legal authority to execute, deliver, and fully perform its obligations under this AGREEMENT, including, without limitation, the right to grant naming recognition.

2. NATURARESERVE ECO RESORTS has taken all necessary action to authorize its execution, delivery and performance of this AGREEMENT. This AGREEMENT, when executed and delivered, shall constitute a legal, valid and binding obligation of NATURARESERVE ECO RESORTS, enforceable against it in accordance with its terms.

B. Representations, Warranties and Covenants of DONOR. DONOR hereby represents and warrants to the NATURARESERVE ECO RESORTS that:

1. DONOR has the requisite right and legal authority to execute, deliver and fully perform its obligations under this AGREEMENT.

2. DONOR has taken all necessary action to authorize its execution, delivery and performance of this AGREEMENT. This AGREEMENT, when executed and delivered, shall constitute a legal, valid and binding obligation of DONOR, enforceable against it in accordance with its terms.

IV. DEFAULT AND TERMINATION

A. Default by DONOR

1. **Events of Default.** The occurrence of one or more of the following matters shall constitute a default by DONOR [DONOR DEFAULT]:

a. DONOR's failure to pay the GIFT or other amounts when due to NATURARESERVE ECO RESORTS hereunder, if such failure shall continue for a period of thirty (30) days after written notice from NATURARESERVE ECO RESORTS to DONOR, specifying the failure and demanding that it be cured.

b. DONOR's failure to perform or comply with any other material term or condition of this AGREEMENT, or its material breach of any representation or warranty made herein, if such failure or breach shall continue for a period of thirty (30) days after written notice from NATURARESERVE ECO RESORTS to DONOR, specifying the failure or breach and demanding that it be corrected.

2. **Rights and Remedies of NATURARESERVE ECO RESORTS Upon DONOR DEFAULT.** Upon the occurrence of a DONOR DEFAULT, the NATURARESERVE ECO RESORTS shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance, (iv) at NATURARESERVE ECO RESORTS's discretion, consider an alternative recognition for the GIFT, or (v) terminate this AGREEMENT and, at its discretion, remove the DONOR NAME.

B. Default by NATURARESERVE ECO RESORTS.

1. **Events of Default.** The occurrence of NATURARESERVE ECO RESORTS's failure to perform or comply with any other material term or condition of this AGREEMENT, except for naming rights, or its material breach of any representation or warranty made herein, if such failure or breach shall continue for a period of thirty (30) days after written notice by DONOR to NATURARESERVE ECO RESORTS, specifying the failure or breach and demanding that it be cured shall constitute a default by NATURARESERVE ECO RESORTS [NATURARESERVE ECO RESORTS DEFAULT].

2. **Rights and Remedies of DONOR Upon NATURARESERVE ECO RESORTS DEFAULT.** Upon the occurrence of an NATURARESERVE ECO RESORTS DEFAULT, DONOR shall have the right, to the extent allowed by Texas law, to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance, and (iv) terminate this AGREEMENT.

3. **Default with Respect to Length of Naming Right.** In the unlikely event the naming right is in effect for less than __ years due to a default by the NATURARESERVE ECO RESORTS's NAMING RIGHTS DEFAULT, the NATURARESERVE ECO RESORTS may cure the NAMING RIGHTS DEFAULT by granting an alternate naming right acceptable to DONOR with a value [DEFAULT VALUE] approximately equal to the amount of the GIFT divided by _____ years and then multiplied by the number years remaining to reach the fortieth year of the naming right. Alternatively, the NATURARESERVE ECO RESORTS may cure the NAMING RIGHTS DEFAULT by paying the DEFAULT VALUE to DONOR.

V. MISCELLANEOUS

A. Governing Law. This AGREEMENT shall be construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law.

B. Modification and Waiver. No provisions of this AGREEMENT may be amended, waived, or modified except by an instrument in writing signed by the party to be bound.

C. Severability. Unenforceability of any provision of this AGREEMENT shall not limit or impair the operation or validity of any other provision of this AGREEMENT.

D. Notice. All notices permitted or required hereunder shall be in writing, signed by the party giving such notice and delivered either personally, by mail addressed to the party at the address stated in the preamble herein, or delivered by a nationally recognized courier service. Notice by mail shall be by registered or certified United States mail addressed to the party to be notified, and with proper postage affixed thereto. Notice shall be effective upon receipt.

E. Assignment. DONOR has no right to assign its rights or obligations under this AGREEMENT without the express written approval of NATURARESERVE ECO RESORTS, which shall not be unreasonably withheld, provided, however, that DONOR shall not be required to obtain the written consent of NATURARESERVE ECO RESORTS, for (1) any transfer by DONOR of this AGREEMENT to a transferee in connection with a change of control of DONOR, including, without limitation by way of merger, corporate restructuring, reorganization, consolidation, divestiture, recapitalization, combination, exchange of shares, spin-off, sale of DONOR's outstanding voting securities or (2) the sale or other transfer of all or substantially all of DONOR's assets.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT to be effective on the day and year first written above.

NATURARESERVE ECO RESORTS

DONOR

NaturaReserve Eco Resorts (Name)

(Printed Donor Name)

President

(Donor Title if a Company)

Date

Date

EXHIBIT A RECOGNITION

[Enter terms of signage, if any]

[Enter terms of recognition of GIFT, if any, including publicity]