

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (“Agreement”), dated as of October 22nd, 2007, is made by and between Costa Rica Investments, LLC, a Delaware limited liability company (“Seller”), and Mr. Gary Luciani, bearer of US passport number 113033724 (“Buyer”).

RECITALS

A. Seller is the owner of all of the membership interests (“Interest”) of Playa Grande Estates C71, LLC, a Delaware limited liability company (the “Company”).

B. Buyer desires to purchase, and Seller desires to sell, all of such Interest in the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Purchase and Sale of Interest

1.1 Transfer of Interest. Upon the terms and subject to the conditions contained herein, Seller will sell, convey, transfer, assign and deliver to Buyer, and Buyer will acquire on the Closing Date, the Interest. This transfer shall not occur unless Buyer also purchases Playa Grande Estates lots C68 and C69 prior to, or concurrently with lot C71.

1.2 Purchase Price. The purchase price (“Purchase Price”) for the Interest shall be Two Hundred and Thirty Thousand United States Dollars (\$230,000). The Purchase Price shall be paid as follows: (i) Ninety Thousand United States Dollars (\$90,000) shall be paid to Seller by Buyer by wire transfer in cash on the Closing Date and (ii) the balance by Buyer’s deliver to Seller at the Closing of a promissory note (“Note”) in the principal amount of One Hundred and Forty Thousand United States Dollars (\$140,000). The Note shall be in the form attached as Exhibit A, shall be a Portfolio Note pursuant to Section 881(c) of the Internal Revenue Code of 1986, as amended, and shall be secured by the Interest.

2. Closing.

2.1 Closing. The closing of the transaction contemplated herein (the “Closing”) shall be held at 11 a.m. local time on October 22nd, 2007, or such other date and time as may be mutually agreed upon in writing by Seller and Buyer (the “Closing Date”), at a location in Panama selected by Seller, with copies of documents relating to the Closing to be available at the offices of Rafael E. Canas, Esq., Facio Abogados, Plaza Roble Corporate Center, El Patio Building, Third Floor, San Rafael de Escazu, San Jose, Costa Rica.

2.2 Documents to be Delivered. To effect the transfer referred to in Section 1.1 and the delivery of the consideration described in Section 1.2, Seller, on the one hand, and Buyer, on the other hand, shall, on the Closing Date, deliver the following:

2.2.1 Seller shall deliver to Buyer (i) the certificate(s), evidencing the Interest, free and clear of any claim, lien, pledge, option, charge, easement, security interest, right-of-way, encumbrance or other rights of third parties (collectively, "Encumbrances"), (ii) a Membership Interest Pledge Agreement in the form of Exhibit B attached ("Pledge Agreement") that has been duly executed by Seller, (iii) a sworn statement duly executed by the Seller, establishing that all Interests are free and clear of any claim, lien, pledge, option, charge, debt, security interest, liability, encumbrance or other rights of third parties.

2.2.2 Seller and Buyer shall each deliver all documents required to be delivered pursuant to Sections 6 and 7.

2.2.3 Buyer shall deliver to Seller (i) immediately available funds as provided in Section 1.2, (ii) the Note duly executed by Buyer, and (iii) the Pledge Agreement duly executed by Buyer.

2.3 Form of Documents. All instruments and documents executed and delivered to Buyer pursuant hereto shall be in form and substance, and shall be executed in a manner, reasonably satisfactory to Buyer. All instruments and documents executed and delivered to Seller pursuant hereto shall be in form and substance, and shall be executed in a manner, reasonably satisfactory to Seller.

3. Representations and Warranties of Seller. As a material inducement to Buyer to enter into this Agreement and consummate the transaction contemplated hereby, Seller represents and warrants to Buyer that all of the statements contained in this Section 3 are correct and complete in all material respects as of the date of this Agreement and as of the Closing Date.

3.1 Ownership of all Interest; Capitalization. Seller owns of record all of the outstanding membership interests in the Company, free and clear of all Encumbrances. Other than the Interest, there are no outstanding or authorized rights, options, warrants, convertible securities, rights of first refusal, subscription rights, conversion rights, exchange rights, or other agreements or commitments of any kind that could require the Company to issue membership interests or Seller to offer or sell the Interest to anyone other than Buyer.

3.2 Organization. The Company was duly formed and is existing in good standing under the laws of the state of Delaware, has full power and authority to conduct business as it is presently being conducted, and to own and lease its properties and assets.

3.3 Authorization. Seller has all necessary power and authority to enter into this Agreement (and all other agreements, instruments, and certificates referenced herein) and has taken all action necessary to consummate the transaction contemplated hereby and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Seller and is a

legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

3.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will result in (a) a violation of or a conflict with any provision of the Articles of Organization, Operating Agreement or other charter documents of the Company, (b) to Seller's knowledge, a breach of, or a default under, any term or provision of any material contract, agreement, indebtedness, lease, encumbrance, commitment, license, franchise, permit, authorization or concession to which Seller or the Company is a party, or (c) to Seller's knowledge, a violation by Seller or the Company of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award.

3.5 Consents and Approvals. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority, or any other person or entity, is required to be made or obtained by Seller or the Company in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.6 Litigation. There is no action, order, writ, injunction, judgment or decree outstanding or claim, suit, litigation, proceeding, arbitral action or investigation (collectively, "Actions") pending or, to the knowledge of Seller, threatened, against the Company. Neither Seller nor the Company is in default with respect to any judgment, order, writ, injunction or decree of any court or governmental agency, and there are no unsatisfied judgments against Seller or the Company.

3.7 Liabilities. To Seller's knowledge, the Company has no debt obligations.

3.8 Compliance with Law. To the Seller's knowledge, the Company is in compliance with all applicable laws, statutes, ordinances and regulations. The Company has not received any written notice to the effect that, or otherwise been advised that, it is not in compliance with any of such statutes, regulations, orders, ordinances or other laws.

4. Representations, Warranties, and Covenants of Buyer. As a material inducement to Seller to enter into this Agreement and consummate the transaction contemplated hereby, Buyer represents and warrants to Seller that all of the statements contained in this Section 4 are correct and complete in all material respects as of the Closing Date:

4.1 Authorization. Buyer has all necessary authority to enter into this Agreement and has taken all necessary action to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable against it in accordance with its terms.

4.2 Consents and Approvals. To Buyer's knowledge, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution, delivery

and performance of this Agreement and the consummation of the transaction contemplated hereby.

4.3 No Conflict or Violation. To Buyer's knowledge, neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will result in (a) a breach of, or a default under, any term or provision of any material contract, agreement, indebtedness, lease, encumbrance, commitment, license, franchise, permit, authorization, or concession to which Buyer is a party, or (b) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree, or award.

4.4 Litigation. There is no Action pending or to the knowledge of Buyer, threatened or anticipated against, related to, or affecting (i) Buyer, or (ii) the transaction contemplated by this Agreement. Buyer is not in default with respect to any judgment, order, writ, injunction, or decree of any court or governmental agency, and there are no unsatisfied judgments against Buyer.

5. Covenants

5.1 Best Efforts. Subject to the terms and conditions herein provided, each of the parties covenants and agrees to use his or its best efforts to take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transaction contemplated hereby and to cause the fulfillment of the parties' obligations hereunder.

5.2 Notification of Certain Matters. Seller shall give prompt notice to Buyer, and Buyer shall give prompt notice to Seller of (i) the occurrence, or failure to occur, of any event which occurrence or failure would be likely to cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect any time from the date hereof to the Closing Date and (ii) any material failure of Seller or Buyer, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder, and each party shall use all reasonable efforts to remedy same.

5.3 Further Assurances. On and after the Closing Date, Seller and Buyer will take all appropriate action and execute all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof, including without limitation, putting Buyer in possession and operating control of the business of the Company.

5.4 Condition of Property. Buyer acknowledges that Buyer is purchasing the Interest in the Company and that the Company owns directly or indirectly an interest in real estate property located in Costa Rica ("Property"). Buyer will acquire that interest in the Property in its current condition "as is," and "with all faults." Buyer further acknowledges and agrees that, except as expressly contained in this Agreement, neither Seller nor any agent, employee or other representative of Seller has made any guarantee, representation or warranty, express or implied (and Seller shall not have any liability whatsoever) with respect to the Property.

5.5 Disregarded Entity. Buyer acknowledges that the Company owns an interest in a Costa Rica Limitada and that the Limitada has elected to be treated as a disregarded entity for United States federal income tax purposes.

6. Conditions to Seller's Obligations. Unless otherwise waived by Seller the obligations of Seller to transfer the Interest to Buyer on the Closing Date are subject, in the discretion of Seller, to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

6.1 Representations, Warranties and Covenants. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date, and Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed by Buyer prior to or at the Closing Date. If requested by Seller, Buyer shall deliver to Seller a certificate (signed by a duly authorized officer of Buyer) to the foregoing effect.

6.2 Consents. All consents, approvals and waivers from governmental authorities and other parties necessary to permit Seller to transfer the Interest to Buyer as contemplated hereby shall have been obtained, unless the failure to obtain any such consent, approval or waiver would not have a material adverse effect upon Seller.

6.3 No Governmental Proceeding or Litigation. No suit, action, investigation, inquiry or other proceeding by any governmental authority or other person shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby and which could reasonably be expected to materially damage Seller if the transaction contemplated hereunder is consummated.

7. Conditions to Buyer's Obligations. Unless otherwise waived by Buyer, the obligations of Buyer to purchase the Interest as provided hereby are subject, in the discretion of Buyer, to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

7.1 Representations, Warranties and Covenants. All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date, and Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to or at the Closing Date. If requested by Buyer, Seller shall deliver to Buyer a certificate (signed by the Manager of Seller) to the foregoing effect.

7.2 Consents. All consents, approvals and waivers from governmental authorities and other parties necessary to permit Seller to transfer the Interest to Buyer as contemplated hereby shall have been obtained, unless the failure to obtain any such consent, approval or waiver would not have a material adverse effect upon Buyer.

7.3 No Governmental Proceeding or Litigation. No suit, action, investigation, inquiry or other proceeding by any governmental authority or other person shall have been instituted or threatened which questions the validity or legality of the transaction contemplated hereby.

7.4 Documents. Buyer shall have received the Certificate of Formation and Operating Agreement of the Company.

8. Indemnification

8.1 Survival of Representations, Etc. All statements contained in any certificate or instrument of conveyance delivered by or on behalf of the parties pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the parties hereunder. The representations and warranties of Seller and Buyer contained herein shall survive the Closing Date for a period of one (1) year.

8.2 Indemnification. Seller shall indemnify Buyer against, and hold Buyer harmless from, any damage, claim, liability or expense, including without limitation, interest, penalties and reasonable attorneys' fees (collectively "Damages"), arising out of a breach of any warranty, representation, covenant or agreement of Seller contained in this Agreement.

Buyer shall indemnify and hold Seller, and its members, managers and agents, harmless from any Damages arising out of the breach of any warranty, representation, covenant or agreement of Buyer contained in this Agreement and from any Damages arising out of transactions entered into by the Company, or events relating to the Company, occurring after the Closing Date. The term "Damage" as used in this Section 8 is not limited to matters asserted by third parties against Seller, the Company or Buyer, but includes Damages incurred or sustained by the Company, Seller or Buyer in the absence of third party claims. To the extent Seller is insured against Damages, Buyer shall not be obligated to provide indemnification to the extent insurance coverage exists and, pursuant to this coverage, an insurance company pays money toward any such Damages.

8.3 Indemnification Procedures. Upon Buyer becoming aware of a fact, condition or event which constitutes a breach of any of the representations, warranties, covenants or agreements of Seller contained herein, if a claim for Damages in respect thereof is to be made against Seller under this Section 8, Buyer will, within thirty (30) days, notify Seller in writing of such fact, condition or event. If such notice is not provided within this 30-day period, Seller shall remain obligated to provide indemnification, but will be allowed to offset any damage specifically caused by Buyer's failure to provide notice within this 30-day period. If such fact, condition or event is the assertion of a claim by a third party, Seller will be entitled to participate in or take charge of the defense against such claim, provided that Seller and Seller's counsel shall proceed with diligence and in good faith with respect thereto.

Upon Seller becoming aware of a fact, condition or event which constitutes a breach of any of the representations, warranties, covenants or agreements of Buyer contained herein, if a claim for Damages in respect thereof is to be made against Buyer under this Section 8, Seller

will, within thirty (30) days, notify Buyer in writing of such fact, condition or event. If such notice is not provided within the 30-day period, Buyer shall remain obligated to provide indemnification, but will be allowed to offset any damage specifically caused by Seller's failure to provide notice within this 30-day period. If such fact, condition or event is the assertion of a claim by a third party, Buyer will be entitled to participate in or take charge of the defense against such claim, provided that Buyer and Buyer's counsel shall proceed with diligence and in good faith with respect thereto.

8.4 Limitations. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not assert any claim for indemnification hereunder against Seller with respect to any breach or violation of any representation or warranty in this Agreement or any covenant or agreement to be performed by Seller pursuant to this Agreement after the first anniversary of the Closing Date.

9. Miscellaneous

9.1 Termination. This Agreement may be terminated at any time prior to the Closing Date: (i) by mutual written agreement of Seller and Buyer; (ii) by Buyer, provided Buyer is not in material breach of this Agreement, if there has been a material breach by Seller of any representation, warranty, covenant, or agreement which Seller fails to cure within ten (10) business days after notice thereof is given by Buyer in accordance with the terms of Section 8.3; (iii) by Seller, provided Seller is not in material breach of this Agreement, if there has been a material breach by Buyer of any representation, warranty, covenant or agreement which Buyer fails to cure within ten (10) business days after notice thereof is given by Seller in accordance with the terms of Section 8.3 or (iv) by Seller, or Buyer, if the transaction contemplated by this Agreement is not closed by September 30, 2007; provided, however, that the right to terminate this Agreement pursuant to part (iv) of this Section 9.1 shall not be available to any party whose action or failure to act has been a principal cause of or resulted in the failure of the transaction to occur on or before such date and such action or failure to act constitutes a material breach of this Agreement.

9.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Seller, without the prior written consent of Buyer, or by Buyer without the prior written consent of Seller, except that Seller shall have the right to assign the right to receive proceeds from the Interest without obtaining the consent of Buyer, provided, however, that Seller must notify Buyer of such assignment within a 30-days period from the day the assignment took place. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other person shall have any right, benefit, or obligation hereunder.

9.3 Notices. All notices required or permitted to be given under this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered five (5) days after mailing, properly addressed and a return receipt is requested. Couriered notices shall be deemed delivered when delivered as addressed, or if the

addressee refuses delivery, when delivery is refused. Telex or telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes his or its address by giving notice to the other party as provided herein, notices shall be delivered to the parties at the following addresses:

If to Buyer:

Gary Luciani
2622 2nd St.
Santa Monica, CA 90405
USA

If to Seller:

Costa Rica Investments, LLC
Plaza Roble Corporate Center
El Patio Building, 3rd Floor
San Rafael de Escaza
San Jose, Costa Rica
Attn: Rafael E. Canas

With a copy to:

1165 Investment Blvd., #2
El Dorado Hills, CA 95762
Attn: Bob Reddy
Facsimile No. (916) 939-2130

9.4 Governing Law; Venue. The parties intend that this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and wholly performed within Delaware by persons domiciled in Delaware, without regard to choice of law rules. The exclusive venue of any action brought in connection with this Agreement shall be in Sacramento, California.

9.5 Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.6 Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile transmission by one party to another party of an executed signature page of this Agreement shall be deemed to constitute due execution and delivery of this Agreement by such party.

9.7 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

9.8 Headings. The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

9.9 Expenses. The parties will each be liable for his or its own costs and expenses incurred in connection with the negotiation, preparation, execution or performance of this Agreement.

9.10 Confidential Information. In connection with the negotiation of this Agreement and the preparation for the consummation of the transactions contemplated hereby, each party acknowledges that he or it will have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof and not duplicate or use such information, except to advisors, consultants and affiliates in connection with the transactions contemplated hereby. In the event of the termination of this Agreement for any reason whatsoever, each party shall return to the other all documents, work papers and other material (including all copies thereof) obtained in connection with the transactions contemplated hereby and will use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use my such information, unless such information is now, or is hereafter disclosed, through no act or omission of such party, in any manner making it available to the general public.

9.11 Attorneys' Fees. If any lawsuit, action or other proceeding is brought by any party to interpret or enforce this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs, in addition to any other recovery or remedy the prevailing party is entitled to recover.

9.12 Lot C96 and other Buy-Back Provisions.

a) In the event Seller decides to place lot C96 on the market, Seller must first offer it exclusively to Buyer for a period of at least one week prior to placing the lot on the market.

b) In the event Seller receives an acceptable offer on lot C96, Seller will provide a written copy of the offer to Buyer, and Buyer will have twenty four hours to match the offer. Buyer must complete the purchase of lot C96 or forever forfeit Buyer's right of first refusal. If Buyer does not match the offer, the property can be sold to the third party that made the offer. If the offer does not result in a sale, Buyer's twenty four hour right of first refusal is reinstated. If the offer results in a sale, Seller is relieved of all obligations to Buyer regarding lot C96 and Buyer is relieved of all obligations, including but not limited to section 4, paragraph c) below, to Seller regarding lot C71.

e) When the Supreme Court building injunction is lifted or the expropriation issues resolved, and if C96 is left with less than 1,000 square meters,

i) Buyer will have thirty days to exercise an option to purchase the remainder of C96 at a price equal to the average price per square meter of the listed price (\$950,000/ 1945.65 m²= \$488 m²) and the fair market value per square meter at the time of exercise of the option multiplied by the number of square meters remaining. Fair market value per square meter will be determined by a real estate broker acceptable to Buyer and Seller.

ii) if Buyer fails to exercise the above option within thirty days, Seller will have the option to purchase a portion of C71 of Seller's choice, within reason, back from Buyer. Seller will have the option to purchase so much of C71 so that the total of the remainder of C96 and the portion purchased of C71 totals 1,000 square meters. Seller shall purchase this portion of C71 back from Buyer at a price equal to the average price per square meter of the listed price (\$230,000/ 667.04 m² = \$345 m²) and the fair market value per square meter at the time of exercise of the option multiplied by the number of square meters of lot C71 purchased. Fair market value per square meter will be determined by a real estate broker acceptable to Buyer and Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused this Agreement to be duly executed on their respective behalf by their respective officers thereunto duly authorized, as of the day and year first above written.

SELLER

Costa Rica Investments, LLC a
Delaware limited liability company

By: _____

Name: Rafael E. Canas

Title: President

BUYER

Name: Gary Luciani

2622 2nd St.

Santa Monica, CA 90405

USA

Phone: 506-653-1993

Fax: _____

Email: gary.luciani@gmail.com

ANY UNITED STATES HOLDER OF THIS
OBLIGATION WILL BE SUBJECT TO LIMITATIONS
UNDER UNITED STATES INCOME TAX LAWS,
INCLUDING THE LIMITATIONS PROVIDED IN
§§165(J) AND 1287(A) OF THE INTERNAL REVENUE CODE

PROMISSORY NOTE

\$140,000

October 22nd, 2007

FOR VALUE RECEIVED, Gary Luciani, bearer of US passport number 113033724 ("Maker") promises to pay to Costa Rica Investments, LLC, a Delaware limited liability company and disregarded entity for U.S. federal income tax purposes, wholly owned by Bromtence Investments Limited, a Cyprus Limited Company ("Holder"), or order, at such address outside the United States of America as Holder may from time to time designate, the principal sum of One Hundred and Forty Thousand Dollars (\$140,000) together with interest on the outstanding balance of such sum, accruing at a variable annual rate equal to the prime rate as quoted by Wells Fargo Bank, N.A. ("Prime Rate") plus three percent (3%) ("Interest Rate"), as follows:

(i) Interest accrued shall be due and payable on or before the first business day of each calendar month commencing on the first month immediately following the date of this Note.

(ii) Maker shall make a balloon payment of all outstanding principal and accrued but unpaid interest on or before the fifth (5th) anniversary of the date of this Note.

The Interest Rate shall be adjusted on the first business day of each calendar month to reflect changes in the Prime Rate whether or not Holder gives Maker notice of such change. Maker shall make all payments in lawful money of the United States of America and in immediately available funds. All computations of interest shall be based upon a year of three hundred sixty (360) days for actual days elapsed.

Time is of the essence hereof, and in the event any payment due hereunder is not received by Holder within ten (10) days of when due, Maker shall pay to Holder as a late charge an additional sum equal to the greater of five percent (5%) of the overdue amount or \$25 per day for each day that the payment is late. Acceptance of any late charge shall not constitute a waiver of default with respect to the overdue amount, and shall not prevent Holder from exercising any of the other rights and remedies available to Holder. In addition, if Holder fails to receive any amount due under this Note within ten (10) days of when due, Holder may accelerate all amounts

due under this Note and make the same immediately due and payable without any notice to Maker. Maker is responsible for all wire transfer fees.

Any payment received by Holder shall be credited first to any late fees due, then interest accrued and the remainder to principal. Maker may prepay all or any portion of this Note without the consent of Holder and without penalty.

Payments

Checks should be made payable to Costa Rica Investments, LLC, and should be mailed to Spence Enterprises, LLC
c/o Costa Rica Investments, LLC
1165 Investment Blvd #2
El Dorado Hills, CA 95762

The provisions of this Note are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of demand or acceleration of the maturity of this Note or otherwise, shall the amount paid, or agreed to be paid to Holder for the use, forbearance or retention of the money loaned under this Note ("Interest") exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, performance or fulfillment of any provision hereof shall, at the time performance or fulfillment of such provision shall be due, exceed the limit for Interest prescribed by law or otherwise exceed the limit of validity prescribed by applicable law, then ipso facto the obligation to be performed or fulfilled shall be reduced to such limit and if, from any circumstance whatsoever, Holder shall ever receive anything of value deemed Interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive Interest shall be applied to the reduction of the principal balance owing under this Note in the inverse order of its maturity (whether or not then due) or at the option of Holder be paid over to Maker, and not to the payment of Interest. All Interest (including any amounts or payments deemed to be Interest) paid or agreed to be paid to Holder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal balance of this Note so that the Interest thereof for such full period will not exceed the maximum amount permitted by applicable law.

Maker shall pay all costs and expenses, including attorney's fees, incurred (i) in collecting payment on this Note, (ii) in connection with any dispute that arises as to its enforcement, validity or interpretation, whether or not legal action is instituted or prosecuted to judgment, or (iii) in enforcing any judgment obtained in any related proceeding.

Maker waives presentment, protest and demand, notice of protest, notice of demand and dishonor, and notice of nonpayment of this Note. Maker expressly agrees that this Note or any payment under this Note may be extended by Holder from time to time without in any way affecting the liability of Maker.

If any provision or any word, term, clause or part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note and of the

provision shall not be affected and shall remain in full force and effect. This Note shall be governed by and construed under the laws of the State of Delaware, excluding its conflicts of laws rules. The exclusive venue of any action brought in connection with this Note shall be in Sacramento, California

Any of the terms or conditions of this Note may be waived by Holder, but no such waiver shall affect or impair the rights of Holder to require observance, performance, or satisfaction, either of that term or condition as it applies on a subsequent occasion or of any other term or condition of this Note.

This Note may only be amended, modified or terminated by an agreement in writing signed by the party to be charged. All rights, benefits and privileges under this Note shall inure to the benefit of and be enforceable by Holder and the successors and assigns of Holder and shall be binding upon Maker and the heirs, representatives, successors and assigns of Borrower. Maker shall not have the right to assign this Note or any interest therein or obligation thereunder unless Holder shall have given Maker prior written consent and Maker and Maker's assignee shall have delivered assignment documentation in form and substance satisfactory to Holder in Holder's sole discretion. Holder may assign Holder's rights and delegate its obligations under this Note without the consent of Maker.

Maker and Holder represent and warrant that it is their intent that interest on this Note shall be exempt from United States income tax withholding pursuant to the statutes and regulations relating to portfolio interest under United States income tax laws. Consequently, this obligation is registered as to both principal and any interest with Maker or its agent. Maker agrees to keep as part of its books and records a register which reflects the name and address of the Holder (or transferees, if this Note is transferred as provided herein) and the amount owed. Additionally, the parties agree that: (i) this Note may not be transferred except as provided below, (ii) Holder shall file with Maker a properly executed Form W-8BEN or such substitute forms as may be required from time to time by the United States Internal Revenue Service and such form shall either include Holder's U.S. employer identification number or Holder agrees to provide a new Form W-8BEN on the third anniversary date of this Note and every third anniversary date thereafter for the duration of this Note; and (iii) Maker shall file annually with the United States Internal Revenue Service a Form 1042-S.

This Note and the right to receive payments of principal and interest hereunder may be transferred only by surrender of this Note to Maker together with a request, signed by Holder, for re-issuance in the name of the transferee. Maker shall, promptly, following receipt of this Note and signed request for transfer, issue a new note, in all other respects the same as this Note, in the name of the transferee. Any purported transfer of this Note other than by surrender to Maker as above described, shall be void and of no force and effect, and Maker shall be entitled to make payment hereunder to the original payee despite any such purported transfer.

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This Note is secured pursuant to that certain Membership Interest Pledge Agreement, dated as of the date hereof, by and between Maker and Holder.

MAKER

Gary Luciani

2622 2nd St.

Santa Monica, CA 90405

USA

Phone: 506-653-1993

Fax: _____

Email: gary.luciani@gmail.com

MEMBERSHIP INTEREST PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("Agreement") is entered into on October 22nd, 2007 by and between Mr. Gary Luciani, bearer of US passport number 113033724 ("Obligor") and Costa Rica Investments, LLC, a Delaware limited liability company and disregarded entity for U.S. federal income tax purposes, wholly owned by Bromtence Investments Limited, a Cyprus Limited Company ("Secured Party"), who agree as follows:

1. Background and Purpose.

1.1. Obligor has executed a Promissory Note ("Note") of even date herewith pursuant under which Obligor agreed to pay to Secured Party the original principal amount of One Hundred and Forty Thousand Dollars (\$140,000.00). The Note is consideration of Obligor for the purchase from Secured Party of a one hundred percent (100%) membership interest (the "Membership Interest") in Playa Grande Estates Lots C71, LLC, a Delaware limited liability company (the "Company").

1.2. To secure Obligor's obligations under the Note, and Obligor's obligations under this Agreement, Obligor has agreed to grant to Secured Party a security interest as provided below.

1.3. The parties desire to set forth more fully the terms of their agreement.

2. Grant of Security Interest. To secure Obligor's Obligations (as defined in section 3 below), Obligor grants to Secured Party a security interest in the Collateral (as defined in section 4 below).

3. Obligations. For purposes of this Agreement, "Obligations" means any and all debts, obligations and liabilities of Obligor to Secured Party arising out of, or relating in any way to the Note, and any obligations of Obligor to Secured Party pursuant to this Agreement, whether or not existing or hereafter arising, voluntary or involuntary, jointly owned with others, direct or indirect, or absolute or contingent, and whether or not from time to time increased, decreased, extinguished, created or incurred.

4. Collateral. For purposes of this Agreement, "Collateral" means:

(a) All of Obligor's right, title and interest in the Membership Interest; and

(b) All distributions, proceeds and products of any of the foregoing, in any form, proceeds consisting of any of the above types of collateral, and all replacements, substitutions, renewals, returns, additions, accessions, rents, royalties, issues, documents of ownership and receipts for any of the foregoing ("Distributions").

5. Representations and Warranties. As a material inducement to Secured Party hereunder, Obligor represents and warrants that the following are and shall remain true and correct:

5.1. Title. Obligor is the owner of all right, title and interest in the Collateral free and clear of all liens, encumbrances and security interests, except the security interest created by this Agreement.

5.2. Truth. All information that Obligor has provided to Secured Party concerning the Collateral is true and correct.

5.3. No Defenses. To Obligor's knowledge, no defenses, offsets, claims or counterclaims exist against Obligor which may be asserted against Secured Party in any proceeding to enforce Secured Party's rights in the Collateral.

5.4. No Conflict. To Obligor's knowledge, the execution, delivery and performance of this Agreement by Obligor is not in violation of any applicable law or regulation or contractual obligation of Obligor.

5.5. First Priority Lien. The liens granted to Secured Party under this Agreement will constitute a first priority lien on the Collateral upon the filing of a UCC-1 financing statement in California and Obligor's grant of such lien to Secured Party does not constitute a fraudulent conveyance under any applicable law. Obligor warrants that Obligor will not (i) change Obligor's residence or state of formation during the term of this Agreement without providing thirty (30) days prior written notice to Secured Party or (ii) allow the Company to change jurisdictions.

6. Covenants of Obligor.

6.1. Assignment and Agreement to Pay. Obligor assigns, and agrees to direct the Company to pay directly to Secured Party, all Distributions made by the Company until such time as the Note has been paid in full and is cancelled. Obligor agrees that Obligor will promptly pay to Company upon receipt any Distributions received by Obligor from the Company except for Distributions made for purposes of paying taxes on Company income allocated to Obligor. Secured Party shall apply all Distributions paid to Secured Party under this section to the amounts owing under the Note.

6.2. Protection of Security Interest. Contemporaneously with the execution of this Agreement, Obligor authorizes Secured Party to file UCC-1 financing statements covering all the Collateral to enable Secured Party to perfect Secured Party's security interest in the Collateral and to deliver to Secured Party the certificates issued by the Company that represent the Membership Interest, if any. Obligor agrees also to execute, file and record such other statements, notices and agreements, take such action and obtain such certificates and documents, in accordance with all applicable laws, statutes and regulations as may be necessary or advisable to perfect, evidence and continue Secured Party's security interest in the Collateral.

6.3. Transactions Involving Collateral. Unless the Note is paid in full on or before the effective date of such sale or other transfer; Obligor shall not, without the prior written consent of Secured Party, (i) sell, offer to sell, or otherwise transfer the Collateral or (ii) pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest or charge, other than the security interest created by this Agreement.

6.4. Compliance with Laws. Obligor shall comply with all laws, statutes and regulations pertaining to the Collateral.

6.5. Taxes, Assessments and Liens. Obligor shall pay when due all taxes, assessments and liens with regard to the Collateral. Obligor may withhold any such payment or may elect to contest any lien if Obligor is conducting appropriate proceedings in good faith to contest the obligation to pay and so long as Secured Party's interest is not jeopardized.

7. Authorized Action by Secured Party. Obligor irrevocably appoints Secured Party as Obligor's attorney in fact to do any act which Obligor is obligated to do pursuant to this Agreement to preserve or protect the Collateral and to preserve, protect or establish Secured Party's lien on the Collateral. Obligor further irrevocably appoints Secured Party to exercise such rights and powers as Obligor might exercise with respect to the Collateral following an Event of Default, as defined below. These powers shall include without limitation the right to (i) collect by legal proceedings or otherwise and endorse, receive and receipt all dividends, interest, payments, proceeds, and other sums and property now or hereafter payable on account of the Collateral, (ii) transfer the Collateral to its own or its nominee's name, and (iii) make any compromise or settlement and take any action Secured Party deems advisable with respect to the Collateral. Obligor agrees to reimburse Secured Party upon demand for any costs and expenses, including without limitation attorneys' fees, which Secured Party may incur while acting as Obligor's attorney in fact hereunder, all of which costs and expenses are included in the Obligations secured hereby. Secured Party shall have no obligation to act pursuant to this section and shall not be required to make any presentment, demand or protest, or give any notice or take any action to preserve any rights against any other person in connection with the Collateral.

8. Defaults and Remedies.

8.1. Event of Default. Any of the following events or conditions shall constitute an "Event of Default" by Obligor under this Agreement:

(a) Default in payment of the Obligations in accordance with the terms of the Note;

(b) Default in the performance of any Obligations or breach of any agreement, representation or warranty contained in this Agreement;

(c) Any levy or proceeding against the Collateral or Obligor's interest therein, except if Obligor is conducting appropriate proceedings in good faith to contest the levy or proceeding;

(d) The filing of a petition by or against Obligor under the provisions of the Bankruptcy Code; or

(e) The death or dissolution of Obligor.

8.2. Remedies. Upon the occurrence of an Event of Default, Secured Party:

(a) Shall have and may exercise all rights and remedies accorded to Secured Party by Delaware law, including, but not limited to the Delaware Uniform Commercial Code;

(b) May declare all unperformed Obligations, in whole or in part, of Obligor immediately due and payable without demand or notice; and

(c) May require Obligor to take any and all action necessary to make the Collateral available to Secured Party.

8.3. Remedies Cumulative. All of Secured Party's rights and remedies, whether evidenced hereby or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Secured Party to pursue any remedy shall not exclude pursuit of any other remedy.

9. Rights Absent Default. During the term of this Agreement and so long as an Event of Default has not occurred, Obligor shall retain the right to vote the Membership Interest and to exercise any other rights of a Member of the Company not otherwise disallowed by the terms of this Agreement.

10. Waiver of Hearing. Obligor expressly waives any constitutional or other right to a judicial hearing prior to the time Secured Party takes possession or disposes of the Collateral upon an Event of Default as provided in section 8 above.

11. Waiver. Secured Party shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right.

12. Additional Documentation; Cooperation. Each party shall, upon the request of the other, execute, acknowledge and deliver to the other any instrument that may be required to accomplish the intent of this Agreement. Each party agrees to cooperate to effectuate the intent of this Agreement and shall take all appropriate action necessary or useful in doing so.

13. Non-Responsibility of Secured Party. Secured Party is not responsible for the preservation or exercise of any rights to, or granted by any Collateral in Secured Party's possession or depreciation of Collateral in Secured Party's possession unless caused willfully or by the gross negligence of Secured Party.

14. Miscellaneous.

14.1. Successors and Assigns. Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

14.2. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the parties, (ii) on the third business day after mailing, if the document is mailed by registered or certified mail, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one-day delivery, with receipt confirmed by the courier, or (iv) on the date of transmission if sent by telegram, telex, telecopy or other means of electronic transmission resulting in written copies, with receipt confirmed. Any such notice shall be delivered or addressed to the parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

14.3. Amendment. The provisions of this Agreement may be modified at any time by written agreement of the parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by Obligor and Secured Party.

14.4. Attorneys' Fees; Prejudgment Interest. If the services of an attorney are required by Secured Party to secure the performance of this Agreement or otherwise upon the breach or default of this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, Secured Party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

14.5. Captions. All section captions are for reference only and shall not be considered in construing this Agreement.

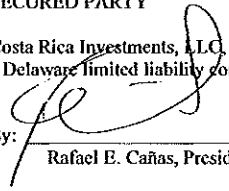
14.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

14.7. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of Delaware, excluding its conflict of laws rules. The exclusive venue of any action brought in connection with this Agreement shall be in Sacramento, California.

14.8. Entire Agreement. This document and its exhibits constitute the entire agreement between the parties, all oral agreements being merged herein, and supersede all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein or therein.

SECURED PARTY

Costa Rica Investments, LLC
a Delaware limited liability company

By: 
Rafael E. Cañas, President

Address: _____

OBLIGOR


Gary Luciani

Address:
2622 2nd St.
Santa Monica, CA 90405
USA

Guaranty Trust

Playa Grande Estates C71, LLC, company and legal capacity duly registered in the State of Delaware, represented in this act by its Manager, having the authority as granted under a Full Power of Attorney without limitation, Mr. Rafael E. Cañas, bearer of Costa Rican identity card number 1-787-671, referred to as the Trustor and/or the “Trust Beneficiary in Case of Default”, when referring to actions or diligences performed through the corporation on behalf of Costa Rica Investments, LLC; or as the “Trust Beneficiary in Case of Compliance”, when referring to actions or diligences performed through the corporation on behalf of Mr. Gary Eugene Luciani, bearer of US passport number 113033724; and Me Without You, Ltda., company and legal capacity duly registered in the Mercantile Section of the Public Registry, under volume 555, entry 4420, legal identification number 3-102-409064, company duly domiciled in San José, represented in this act by its Manager, having the authority as granted under a Full Power of Attorney without limitation, Mr. José P. Arce, bearer of Costa Rican personal identity card number 1-1166-942, hereinafter referred to as the Trustee for purposes of this Trust Agreement; which shall be governed by the legal provisions of the First Title, Twelfth Chapter, Second Book of the Commerce Code, and by the following clauses and dispositions. **First:** A Guaranty Trust, hereinafter the “Trust”, is hereby established, as follows: (a) Playa Grande Estates C71, LLC shall be the Trustor and/or “Trust Beneficiary in Case of Default”; (b) Playa Grande Estates C71, LLC shall be the “Trust Beneficiary in Case of Compliance”; and (c) Me Without You, Ltda. shall be the Trustee. **Second: The assets that compose the Trust estate are:** (a) Playa Grande Estates C71, LLC, as Trustor, transfers to the Trust the sole certificate that represents all the quotas that in turn represents one hundred percent of the capital stock of Building a Ruin, Limitada, a Costa Rican company with corporate id number 3-102-495485, and delivers the legal books, the Accounting Records, the Shareholders’ Meeting Minute Book, the Book of Inventory and Balance Sheets, the Ledger and the Journal, being this company the owner of the properties registered under the real estate registration number 5-43073-000, which is by its nature lot apt for building number seventy one C, located in the third district Veintisiete de Abril, of the third County Santa Cruz of the province of Guanacaste, which borders north with: street with fourteen meters with ninety nine centimeters; South with: maritime zone; East with: lot seventy; West with: lot suitable for tourism, with a measure of six hundred and seventy seven meters with four squared decimeters, pursuant to recorded survey number G-0415025-1981. (b) The transfer covers any improvement in the properties, as well as any improvement that may exist there in the future, and any inherent rights. (c) The transfer is made with all the government and municipal taxes, charges and other rates duly paid and free of all types of encumbrances and liens. (d) The Trustee accepts the transfer hereby made, in accordance with the terms of this Agreement. **Third: Purpose or ends of the Trust:** The Trustor has decided to transfer final ownership of all the quotas representing one hundred percent of the capital stock of Building a Ruin, Limitada, which in turn is the recorded owner of the property described in Second Clause of this Trust Agreement, in the amount of Two Hundred and Thirty Thousand US Dollars (any mention to dollars

hereinafter in this Trust Agreement shall mean the legal tender of the United States of America), from which as of today the Costa Rica Investments, LLC, a corporation duly recorded and in good standing under the Laws of the State of Delaware, which is the corporation with Powers to sell and transfer such ownership, receives the amount of Ninety Thousand US Dollars. The "Trust Beneficiary in Case of Compliance", shall pay to Costa Rica Investments, LLC the outstanding balance by means of 60 monthly consecutive installments, as prescribed in the Note Agreement, on the first day of every month from the first day of December 1st, 2007, to the first day of November, 2012. The "Trust Beneficiary in Case of Compliance" can make extraordinary payments to principal, without fine or penalty. If the "Trust Beneficiary in Case of Compliance" opts to make payments to principal other than those stipulated in this Trust Agreement, the interest shall be adjusted. **Fourth: Payment to interest:** Payments to interest shall be made by the "Trust Beneficiary in Case of Compliance" on the first day of each month (if it is not a business day, then on the first business day of the month) to Costa Rica Investments, LLC by means of a deposit in the master account with BCT Bank International in Panama City, Panama, by means of the following wire transfer instructions: Transfer to: BANK OF AMERICA, ABA Routing 026009593, Nations Bank Tower, 100 S.E., 2nd Street, 13th Floor, Miami, Florida 33131-2100, U.S.A. Credit to: Account # 19013-08820 of BCT BANK INTERNATIONAL. For further credit to: Account #95271-CH-CRI. **Fifth: Fine in case of late payment:** If the "Trust Beneficiary in Case of Compliance" fails to make the payments herein stipulated when scheduled, there shall be a late payment fine, which will be the greater of 5% of the required payment or US\$25.00 per day from the second day and until receipt of the payment to principal or interest. If payment (to interest or principal, plus any fines as appropriate) has not been received after thirty calendar days, such failure to pay shall be grounds to terminate this Trust Agreement, and the Trustee shall return to the "Trust Beneficiary in Case of Default", which by the time should be back into the control of Costa Rica Investments, LLC, the assets that compose the estate of this Trust, keeping for Costa Rica Investments, LLC the amounts received as a fixed indemnity for damages. However, within the thirty calendar days following receipt by the "Trust Beneficiary in Case of Default" of the certificates and the books of this Trust, the "Trust Beneficiary in Case of Compliance" shall have the possibility to pay in full the balance owed, plus interest, fines and any additional expense incurred by the Trustor, maintaining the exercise of its purchase rights. **Sixth: Penalty Clause:** In case of failure by the "Trust Beneficiary in Case of Compliance" to pay any of the obligations stipulated in this Trust Agreement, this Trust shall be terminated, and the Trustee shall return the estate of this Trust (books and certificates) to the "Trust Beneficiary in Case of Default", keeping for Costa Rica Investments, LLC the amounts received (interest, payments to principal, and payments for fines) as a fixed indemnity for damages. **Seventh: Obligations of the Trustor:** (a) To comply with its obligations under the Trust Agreement and make its best efforts to facilitate such compliance at all times. (b) To give to the Trustee a receipt for the payment of the amounts received for the purchase of the quotas. (c) To inform the Trustee in writing of any Event of Default or any event which upon notice thereof or with the course of time or with any other condition may become an Event of Default. (d) All those other obligations established under this Trust Agreement and the law. **Eighth: Rights of the Trustor:** The Trustor shall have the following rights: (a) To demand the Trustee to

comply with the terms of the Trust. (b) In case of full payment of the principal, as well as payment of all interest and fines, if any, and any other expense or obligation derived from this Agreement, as well as full compliance with any of the warrants herein established, to require the Trustee to transfer the Trust Estate, covering for the "Trust Beneficiary in Case of Compliance" the cost of such transfer. (c) To inspect the records of the Trustee concerning the Trust. (d) To request the removal of the Trustee when appropriate. (e) To pursue the assets of the Trust Estate to return them to the Trust Estate whenever they have been unduly taken from it. (f) All other rights established under this Trust Agreement and the law. **Ninth: Obligations of the "Trust Beneficiary in Case of Compliance":** (a) To make the payments stipulated in this Trust Agreement to Costa Rica Investments, LLC, as stipulated in this Agreement. These payments include but are not limited to any and all fees related to the Playa Grande Estates Homeowners' Association. Any default in connection with these payments will result in default, pursuant to regulations and stipulations set forth herein. (b) In the event of failure by the Trustor to comply with any of the obligations established in this Trust, to give written notice to the Trustee of such failure and communicate its decision: To pursue the assets of the Trustor by means of Court proceedings in accordance with the respective rights of the "Trust Beneficiary in Case of Compliance", independently or simultaneously, in the exclusive judgment of the "Trust Beneficiary in Case of Compliance". (c) To provide funds to the Trustee for the professional fees and expenses it may incur in the management, administration and defense of the Trust. **Tenth: Rights of the "Trust Beneficiary in Case of Compliance":** (a) To require the Trustee to comply with the ends and instructions of the Trust. (b) In an event of default, and after the Trustee has complied with the actions set forth in the Thirteenth Clause of this Trust, require the transfer of the Trust Estate. (c) To inspect the records of the Trustee concerning the Trust. (d) To inspect all the assets of the Trust Estate. (e) To request the removal of the Trustee when appropriate. (f) To pursue the assets of the Trust Estate to return them to the Trust Estate whenever they have been unduly taken from it. (g) All other rights established under this Trust Agreement and the law. **Eleventh: Obligations of the Trustee:** (a) To comply with its obligations under the Trust Agreement and make its best efforts to facilitate such compliance at all times. (b) To identify the assets of the Trust Estate, registering them separate from its own assets and those of other Trusts that the Trustee may have now or in the future, in such way that they be held beyond the reach of any possible creditors of the Trustee, other Trusts or third parties, keeping for those purposes accounting records separate from its own records, and managing the funds related to the Trust Estate by means of an independent bank account, duly identified. (c) To follow the directions received, issued together in writing by the Trustor and the "Trust Beneficiary in Case of Compliance" in connection with the Trust, or individually in cases expressly established in this Trust Agreement, provided that said instructions agree with the provisions of this Trust Agreement. (d) To refrain from using the assets of the Trust Estate for purposes other than or contrary to those of the Trust. (e) To refrain from disposing, pledging, mortgaging, encumbering or consenting to encumber the assets of the Trust Estate, without the prior written consent of the "Trust Beneficiary in Case of Compliance" and the Trustor. (f) To protect and maintain the Trust Estate, exercising all rights and taking all Court actions as may be necessary or appropriate to defend and preserve the Trust. In the event of defense of the Trust, to give notice to the Trustor and the "Trust Beneficiary in

Case of Compliance” of the circumstance for which it is taking action to defend the Trust. When deemed necessary, the “Trust Beneficiary in Case of Compliance” and the Trustee shall appoint a law firm or a lawyer at their discretion to assume the proceedings and the responsibility of the complaint or any appropriate action or actions. (g) To keep exact records and accounts in detail, with supporting documents, of all matters concerning the Trust and its expenses, only in those cases which in view of their nature are part of the function of the Trustee, and allow their inspection by the Trustor and the “Trust Beneficiary in Case of Compliance”, or by their duly authorized representatives, and render accounts of its management work to the Trustor and the “Trust Beneficiary in Case of Compliance” at the end of the Trust. (h) In case of compliance, upon full payment of the principal, as well as payment of all the interest and fines, if any, as well as any other expense or obligation derived from this Trust, to transfer the assets of the Trust Estate to the “Trust Beneficiary in Case of Compliance”, in accordance with the procedure established below. (i) Upon occurrence of an Event of Default, the Trustee, upon receipt of prior written notice by the Trustor concerning the default, to transfer the assets of the Trust Estate in favour of the “Trust Beneficiary in Case of Default”, in accordance with the procedure established below. (j) To inspect, at the request of the Trustor or the “Trust Beneficiary in Case of Compliance”, through companies or individuals, that are professionals in the field, appointed by the “Trust Beneficiary in Case of Compliance”, the condition of the Trust Estate, having for the purpose unrestricted access to the site where the Trust Estate assets are located, upon prior written notice to the Trustor and/or the “Trust Beneficiary in Case of Compliance”, given at least twenty-four hours in advance. Said notice shall specify the name of the respective inspectors. If the Trustor and/or the “Trust Beneficiary in Case of Compliance” determine at their reasonable discretion that it is an emergency, such written notice shall not be required and, in that case, the inspectors shall identify themselves, by means of a letter of authorization issued by the Trustor, the “Trust Beneficiary in Case of Compliance” or the Trustee, upon arrival at the inspection site. If the inspections of the Trust Estate assets disclose deterioration that may have the effect of reducing on a significant basis the value of the respective asset of the Trust Estate, the Trustee shall give notice of that to the Trustor and the “Trust Beneficiary in Case of Compliance”. If within thirty days following receipt of notice from the Trustee on the matter, said deterioration has not been cured by the “Trust Beneficiary in Case of Compliance”, this Trust shall be terminated and the assets shall be returned as set forth in the Sixth Clause of this Trust Agreement. (k) The Trustee is responsible for seeing that the “Trust Beneficiary in Case of Compliance” makes the payments, and the receipts of payment of taxes, as well as copy of the receipts of payment of the insurance policy (natural disaster, fire and vandalism) or any other charge of any kind, in connection with the Trust Estate assets, unless those expenses are incurred because of the Trustee’s negligence. If the “Trust Beneficiary in Case of Compliance” fails to provide the money for payment of said obligations, the Trustee shall proceed as established in the Sixth Clause of this Trust Agreement. (l) To prepare and file at the end of each fiscal year the appropriate income tax return for the Trust, and sign it as Trustee of the Trust Estate. **Twelfth: Rights of the Trustee:** In addition to the powers and rights expressly established in the Commercial Code of Costa Rica, the Trustee shall have the following rights: (a) To demand to the “Trust Beneficiary in Case of Compliance” to provide the funds or reimburse the expenses and

fees incurred in the exercise, management, administration and defense of this Trust, and if it fails to receive the respective payment due to causes not imputable to the Trustee, transfer the asset subject matter of this Trust to the "Trust Beneficiary in Case of Default", as set forth in the Sixth Clause of this Trust Agreement. (b) If necessary, to resign from office as the Trustee for a fair, legal or moral cause, for which it shall present its duly justified resignation in writing, specifying the date on which the resignation shall be effective. The delay in payment of any of the professional fees of the Trustee for more than sixty days is a fair cause for resignation. (c) To receive, in virtue of this Trust, professional fees for its services at its customary rates, being the "Trust Beneficiary in Case of Compliance" responsible for the payment. The professional fees of the Trustee shall be paid by the "Trust Beneficiary in Case of Compliance" on a yearly basis in advance and consecutively. Therefore, the amount corresponding to the first year has been paid in this act. Said professional fees shall be modified if the Trustee performs activities other than the mere holding and protection of the entrusted assets.

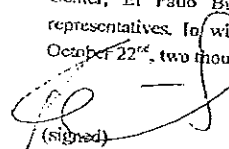
Thirteenth: Events of Default: Any of the causes listed in this Trust Agreement. **Fourteenth: Notice of Default:** (a) Upon occurrence of an Event of Default, in accordance with this Trust Agreement, if the Trustor wishes the Trustee to take action as appropriate, the Trustee shall be given notice of the Event of Default that has occurred, including a detail of: (i) the amounts to be paid by the "Trust Beneficiary in Case of Compliance", (ii) any other obligation that has not been complied with and which compliance the Trustor considers that has to be required from the "Trust Beneficiary in Case of Compliance", and (iii) its instructions on the actions to be taken by the Trustee. (b) The Trustor and the "Trust Beneficiary in Case of Compliance" do hereby agree that any notice sent to the Trustee by the Trustor communicating the occurrence of any Event of Default, and instructing the Trustee to take action, shall be conclusive and sufficient evidence for the Trustee to take any corrective action as instructed to it in accordance with this Trust Agreement. **Fifteenth: Actions that the Trustee can take in an Event of Default:** The Trustee shall take one or several of the following actions, at the request of the Trustor or the Trust Beneficiary, upon receipt of notice of the occurrence of an Event of Default: (a) To take control of the Trust Estate and, if necessary in view of the nature of its functions, to appoint a company for performance of all actions that may be necessary, in the discretion of the Trustor, to maintain and manage the Trust Estate assets, thus acquiring the duties of maintenance, repairs, insurance and records established in this Trust Agreement, and also subrogating any rights as lessor under the leases that the property may have. In that case, the cost of the actions by the Trustee to maintain, safeguard or manage the Trust Estate shall be defrayed by the "Trust Beneficiary in Case of Compliance", and in case it does not, by the Trustor, for which purpose the Trustee shall send a budget. If not accepted, the Trustee can resign from office without liability. (b) The Trustee, upon prior written consent of the Trustor, can refrain from taking the appropriate actions in an Event of Default. **Sixteenth: Transfer of the Trust Estate:** The Trustee shall follow, to the extent established by the terms of this Agreement, the following procedures for transfer of the Trust Estate or assets of the Trust Estate: (a) **In case of compliance:** Upon expiration of the term for payment, in case of compliance by the "Trust Beneficiary in Case of Compliance", paying in full the principal, the interest and fines, if any, as well as any other expense or obligation derived from the Trust, and complying in full with the securities established, (i) the Trustor and the


"Trust Beneficiary in Case of Compliance" shall submit to the Trustee original receipts of payment and evidence of payment of all the obligations set forth in this Trust, (ii) the Trustor shall issue an authorization in writing to the Trustee to transfer said assets to the "Trust Beneficiary in Case of Compliance". **(b) In case of default:** Upon expiration of the term for payment of principal, interest or fines, or the term to honor any other monetary obligation set forth in this Trust Agreement, or upon occurrence of an Event of Default, if the payment, remedy or compliance has not occurred within the established term, the Trustor shall give written notice to the "Trust Beneficiary in Case of Compliance", with copy to the Trustee, about the failure by the Trust Beneficiary to comply, informing its decision to recover the Trust assets, as stipulated in the Sixth Clause of this Trust Agreement. **Seventeenth: Waivers:** The "Trust Beneficiary in Case of Compliance" waives any claim in connection with the assets of the Trust Estate that have been returned to the Trustor for default, also waiving reports, consultations and any other participation in the operation of the Trust, that has not been expressly foreseen in this Trust Agreement. The Trustor states that it is not going to participate in decisions concerning the temporary or final disposal by the Trustee of the assets or assets of the Trust Estate, and that the Trustee shall have full freedom to make at its discretion said decisions in accordance with its mandate and the terms of this Agreement. **Eighteenth: Responsibilities of the "Trust Beneficiary in Case of Compliance":** The "Trust Beneficiary in Case of Compliance" states that it assumes full responsibility and warrants to the Trustee that it shall protect it and hold it and its assets harmless from any liability, obligation, loss, damage, penalty, tax, claim, action, demand, cost, expense or disbursement, including legal fees and expenses of any nature that may be incurred by or imposed upon the Trustee, directly or indirectly related to or of consequence of this Trust or its management, administration and defense, provided, however, that there has not been any serious negligence, fault or failure in the actions of the Trustee in the attention and management of the Trust. This liability and warrant shall survive the termination of the Trust. **Nineteenth: Responsibilities of the Trustee:** In the performance of its duties, the Trustee shall have the care of a good parent and shall be responsible only for failure, fault or negligence in the attention to and management of the Trust. The Trustee shall not be liable for the losses or damages caused by actions taken or omitted following instructions provided in accordance with this Trust Agreement by the Trustor or the "Trust Beneficiary in Case of Compliance". The Trustee shall not be liable for any deterioration of the Trust Estate assets, or constructions, repairs or remodeling of the Trust Estate assets, or respond for construction defects, force majeure or act of God, or for labor or civil claims of the employees of the "Trust Beneficiary in Case of Compliance's contractors, new fiscal appraisals of the Trust Estate assets or judicial encumbrances before the subscription of this Agreement, or have any similar liability that may have monetary consequences. The Trustee shall be responsible for any losses imputable to it as a result of its management, in case of fraud, deceit, serious negligence or actions other than those instructed under this Agreement. **Twentieth: Term of Appointment:** The term of appointment of the Trustee is five years, from September 17th, 2007, time at which it shall transfer the assets subject matter of this Trust if the terms and conditions of this Trust Agreement have been complied. **Twenty-first: Removal and Resignation of the Trustee:** The Trustor, by common express agreement with the "Trust Beneficiary in Case of Compliance", can

remove the Trustee from office for no reason upon thirty days prior notice or if it is negligent or commits any fault or fails to act in the performance of its duties or if the Trustee is no longer a person with legal capacity to acquire property under Trust, or has a conflict of interest with regard to the performance of this Agreement and the parties hereto. The Trustee can resign from office for any fair, legal or moral cause, provided it gives written notice to the other parties to this Agreement, at least thirty calendar days in advance to the date on which such resignation becomes effective. In any case, said term of thirty days shall be counted from receipt of the notice by the last party receiving it. In case of resignation or removal of the Trustee, the Trustee shall continue performing its duties under this Trust Agreement, until the substitute trustee, appointed in accordance with the following clause, takes office. **Twenty-second: Appointment of a Substitute Trustee:** If the Trustee is removed from office, or if it resigns or otherwise becomes unable to act, the Trustor and the "Trust Beneficiary in Case of Compliance" shall immediately make their best efforts to appoint a substitute trustee (hereinafter, the "Substitute Trustee") without delay, but in any case within the term of thirty calendar days to which the respective notices refer. In case of resignation or removal of the Trustee from office, the Trustee shall continue performing its duties as such under this Trust Agreement until the Substitute Trustee takes office. The Substitute Trustee shall also be a person with legal capacity to acquire property under trust, in accordance with Costa Rican laws, and shall have the same obligations, responsibilities and rights stipulated in this Trust Agreement upon accepting its appointment. The replacement of the Trustee shall be formalized by means of agreement signed by the Trustor, the "Trust Beneficiary in Case of Compliance" and the Substitute Trustee, indicating the exact date on which the appointment shall become effective and the Substitute Trustee shall take office. The Trustee shall transfer the Trust to the Substitute Trustee immediately after receiving joint notice in writing from the Trustor and the "Trust Beneficiary in Case of Compliance" of the appointment of the Substitute Trustee. If no agreement is reached for such appointment, it shall be made by the Costa Rican – North American Chamber of Commerce. The same procedure shall be followed by the parties if the Trustee refuses to appear at the time of the substitution and the transfer of the Trust Estate assets, in which case the Trustee shall provide the appropriate indemnities to the parties. In every case of substitution of the Trustee, after the respective rendering of accounts, a document determining its responsibilities or releasing it from obligations shall be subscribed, as appropriate. The Substitute Trustee shall have the same powers, rights and obligations set forth in this Agreement for the original Trustee. The original trustee shall provide the Substitute Trustee all information, documentation, properties, moneys and assistance as required. **Twenty-third: Term of the Trust:** The Trust shall be in force until the assets of the Trust Estate have been transferred in accordance with this Trust Agreement. If the term of the Agreement is extended, the term of this Trust shall remain in force until the Trust Estate assets have been transferred in accordance with this Agreement. **Twenty-fourth: Anticipated Termination of the Trust:** This Trust can be terminated early by prior express written agreement of the Trustor and the "Trust Beneficiary in Case of Compliance", or upon payment in advance of the balance owed, interest and fines, if any. The causes listed in Article six hundred and fifty-nine of the Commercial Code of the Republic of Costa Rica shall apply to the termination of the Agreement. Any expense, professional fee or charge to be paid in connection with the

termination of the Trust shall be defrayed by the "Trust Beneficiary in Case of Compliance". **Twenty-fifth: Professional Fees and Fiscal Responsibilities:** For the performance of its duties, the Trustee shall earn a one hundred dollars professional fee, payable in advance. The "Trust Beneficiary in Case of Compliance" shall be solely and exclusively responsible for any tax, rate or contribution of any kind, current or future, that may be a consequence of or derived from this Agreement, its performance and its compliance. **Twenty-sixth: Amendments to and Irrevocability of the Trust Agreement:** This Trust can only be amended by express agreement in writing between the Trustor and the "Trust Beneficiary in Case of Compliance". This Trust is irrevocable unless otherwise agreed jointly, unanimously and in writing by the Trustor and the "Trust Beneficiary in Case of Compliance". This Trust Agreement cannot be assigned, transferred or assigned in any way under any circumstance. The Trustee shall be duly notified in writing of any modification to any of the Agreements of this Trust, provided it affects the conditions and stipulations of this Trust Agreement. **Twenty-seventh: Fiscal Value:** For fiscal purposes, it is assessed that the value of this Agreement is the amount of one hundred dollars, which is the expected amount of the professional fees of the Trustee for the term of the Trust. **Twenty-eighth: Conciliation and Arbitration:** All controversies, differences, disputes or claims that may be derived from this Agreement, its performance, breach, liquidation, interpretation or validity shall be first submitted to conciliation in accordance with the regulations of the International Center of Conciliation and Arbitration of the Costa Rican – North American Chamber of Commerce ("the Center"), to which the parties subject themselves voluntarily and unconditionally. The conciliation hearings shall be held at the Center, in San José, Republic of Costa Rica. The conciliation shall be directed by a conciliator designated by the Center. If the controversy is not resolved after three conciliation sessions, or if there are unresolved aspects in the conciliation process, the conflict shall be solved by means of legal arbitration, in accordance with the regulations of the Center, to which the parties subject themselves voluntarily and unconditionally. The conflict shall be solved in accordance with Costa Rican substantive laws. The arbitration venue shall be the Center. The arbitration shall be conducted by an arbitration panel, composed of three arbitrators. Each party shall designate one arbitrator, and the third arbitrator shall be designated by the Center. The arbitration award shall be entered in writing, being final and binding to the parties, and cannot be appealed, but by means of an appeal for review or annulment. Once the award has been entered, it shall have the effects of material *res judicata* and the parties shall comply with it without delay. Whoever has acted as conciliator cannot be a member of the arbitration panel with regard to the same matter. The proceedings shall be absolutely confidential. The expenses related to the conciliation and arbitration proceedings, including the professional fees of the conciliator and the arbitrators, shall be equally defrayed by the parties, unless otherwise provided in the conciliation agreement or in the arbitration award. Each of the parties shall cover the professional fees of its lawyers and advisers. The foregoing stipulations concerning expenses and professional fees are established without prejudice of the obligation of reimbursement of any expense by the losing party to the winning party. For these purposes, the award shall order the losing party to pay the winning party those expenses, including the professional fees of the legal counsel. **Twenty-ninth: Notices:** The parties hereto specify the following address to be served any notices under the Law of Notices: All

("the Center"), to which the parties subject themselves voluntarily and unconditionally. The conciliation hearings shall be held at the Center, in San José, Republic of Costa Rica. The conciliation shall be directed by a conciliator designated by the Center. If the controversy is not resolved after three conciliation sessions, or if there are unresolved aspects in the conciliation process, the conflict shall be solved by means of legal arbitration, in accordance with the regulations of the Center, to which the parties subject themselves voluntarily and unconditionally. The conflict shall be solved in accordance with Costa Rican substantive laws. The arbitration venue shall be the Center. The arbitration shall be conducted by an arbitration panel, composed of three arbitrators. Each party shall designate one arbitrator, and the third arbitrator shall be designated by the Center. The arbitration award shall be entered in writing, being final and binding to the parties, and cannot be appealed, but by means of an appeal for review or annulment. Once the award has been entered, it shall have the effects of material *res judicata* and the parties shall comply with it without delay. Whoever has acted as conciliator cannot be a member of the arbitration panel with regard to the same matter. The proceedings shall be absolutely confidential. The expenses related to the conciliation and arbitration proceedings, including the professional fees of the conciliator and the arbitrators, shall be equally defrayed by the parties, unless otherwise provided in the conciliation agreement or in the arbitration award. Each of the parties shall cover the professional fees of its lawyers and advisers. The foregoing stipulations concerning expenses and professional fees are established without prejudice of the obligation of reimbursement of any expense by the losing party to the winning party. For these purposes, the award shall order the losing party to pay the winning party those expenses, including the professional fees of the legal counsel. Twenty-ninth: Notices: The parties herein specify the following address to be served any notices under the Law of Notices: All parties will receive notices in San Rafael de Escazú, San José, Costa Rica, namely at Facio Abogados, located in Plaza Roble Corporate Center, El Patio Building, third floor, to the attention of each of the company's representatives. In witness whereof, we have hereunto set our hand, at eleven hours of October 22nd, two thousand and seven.


 (signed)
 Trustor / "Trust Beneficiary in Case of Default"


 (signed)
 Trustee