

**ASSIGNMENT OF SHARES OF THE COSTA RICAN CORPORATION**

**WAKE UP CALL, LIMITADA**

By and between,

A) **JÜRGEN GUSTAV NANNE KOBERG**, of legal age, married, Attorney at Law, resident of San Jose, Costa Rica, bearer of Costa Rican identity card number 1-743-294, acting through a Special Power of Attorney duly legalized by the corresponding authorities and delivered to the parties of this agreement, on behalf of the corporation known as **CASA GRECO, LLC**, a limited liability company duly organized and existing under the laws of the State of Massachusetts; (hereinafter "**THE ASSIGNOR**"); and

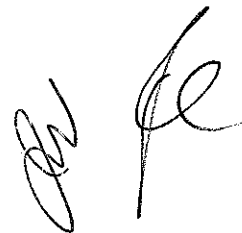
B) **Mr. RAFAEL ENRIQUE CAÑAS COTO**, of legal age, married, Attorney at Law, resident of San Jose, Costa Rica, bearer of Costa Rican identity card number 1-787-671, acting as **PRESIDENT** with Full Powers of Attorney of the corporation known as **COSTA RICA INVESTMENTS, LLC**, a limited liability company duly organized and existing under the laws of the States of Delaware, (hereinafter "**THE ASSIGNEE**"); (together "**THE PARTIES**");

**WHEREAS**

**WHEREAS**, ASSIGNOR and ASSIGNEE are respectively, the holding companies of the Costa Rica corporations WAKE UP CALL, LIMITADA, with corporate id number 3-102-425338, and GRANDE BEACH HOLDINGS, LIMITADA, with corporate id number 3-102-378985.

**WHEREAS**, on February 6<sup>th</sup>, two thousand and six, WAKE UP CALL, LIMITADA and GRANDE BEACH HOLDINGS, LIMITADA, signed a Public Deed of Transfer through which property recorded under registration page number 5-144808-000 was transferred in favour of WAKE UP CALL, LIMITADA for a purchase price of US\$3,100,000.00 which was delivered to GRANDE BEACH HOLDINGS, LIMITADA. Such Public Deed was signed before the Notary Publics Mauricio González Crespo and Jürgen Gustav Nanne Koberg.

**WHEREAS**, on that same date ASSIGNEE transferred to ASSIGNOR the entire capital stock of the corporation WAKE UP CALL, LIMITADA, as a consideration for the aforementioned property transfer.



**WHEREAS**, on article fifth of the said Public Deed of Transfer, GRANDE BEACH HOLDINGS, LIMITADA, committed to delivered on or before two years from the signing of such document, 3 building permits for property 5-144808-000.

**WHEREAS**, parties had agreed that in the event of failure to deliver the aforementioned building permits, WAKE UP CALL, LIMITADA, through its holding company, could elect that the sale of property 5-144808-000 be rescinded and that the purchase price be refunded in full to it, consequently delivering the property back to GRANDE BEACH HOLDINGS, LIMITADA or its holding company, through a direct transfer of through the acquisition of the stock of WAKE UP CALL, LIMITADA.

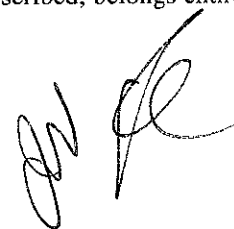
**WHEREAS**, that in virtue of the aforementioned and in virtue of the non-delivery of the said building permits within the agreed time lapse, ASSIGNEE and ASSIGNOR have decided jointly and in common understanding, to transfer and assign the entire capital stock of WAKE UP CALL, LIMITADA to ASSIGNEE, and consequently property 5-144808-000, in exchange for the return of the purchase price delivered upon signing the original Public Deed of Transfer.

WHEREAS, the properties 5-154432-000 and 5-154433-000 have been subdivided from the property 5-144808-000, and are also recorded in the name of WAKE UP CALL LIMITADA.

WHEREAS, the original total recorded area of the property 5-144808-000 has now been reduced due to the subdivisions and further waiver of recorded area according to the survey plans G-1101777-2006 G-1101779-2006, and G-1101781-2006.

**CONSEQUENTLY**, Parties have agreed to enter into this ASSIGNMENT AGREEMENT of the quotas that represent the entire capital stock of the corporation known as WAKE UP CALL, LIMITADA, bearer of corporate identification number THREE-ONE HUNDRED AND TWO-FOUR HUNDRED AND TWENTY FIVE THOUSAND THREE HUNDRED AND THIRTY EIGHT, a corporation duly recorded at the Costa Rican Mercantile Registry, (hereinafter "**THE COMPANY**"), which shall be governed and interpreted according to the laws of the Republic of Costa Rica and by the following clauses and conditions:

**FIRST:** That the capital stock of THE COMPANY, which is duly paid and subscribed, belongs entirely to THE ASSIGNOR.

A handwritten signature in black ink, consisting of stylized initials and a surname, located in the bottom right corner of the page.

**SECOND:** That in turn THE COMPANY owns the real estate property duly recorded under registration numbers 5-144808-000 and its subdivisions 5-154432-000 and 5-154433-000, the three of them hereinafter and for the purposes of this agreement referred to as THE PROPERTY.

**THIRD:** That the quotas of THE COMPANY represent all assets, tangible and intangible; real estate property and any other property, rights to property, possession, rent, lease occupation and/or any other real property rights; as well as the complete accounting and respective archives of THE COMPANY.

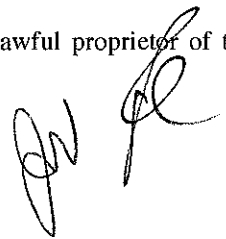
**FOURTH:** THE PARTIES agree and understand that the purpose of the present contract is the transfer and assignment of the quotas of THE COMPANY, as expressed in the FIRST CLAUSE of this contract, and subsequently gaining access and control of THE PROPERTY described in the SECOND CLAUSE herein.

**FIFTH:** In this act, ASSIGNOR, as owner of the totality of capital stock of THE COMPANY, assigns and transfers the totality of those quotas to ASSIGNEE. The aforementioned transfer includes, consequently, all property and assets that belong to THE COMPANY, as mentioned in the SECOND and THIRD CLAUSES. In this sense, ASSIGNEE accepts the aforementioned transfer and assignment pursuant to the terms and conditions contained in this document.

**SIXTH:** The value of this transaction, as mentioned in the whereas, of the abovementioned quotas is the amount of THREE MILLION ONE HUNDRED THOUSAND US DOLLARS NET, OFFICIAL CURRENCY OF THE UNITED STATES OF AMERICA (hereinafter "DOLLARS"), amount which THE ASSIGNEE shall deliver to THE ASSIGNOR via wire transfer on this same date.

**SEVENTH:** In this act, THE ASSIGNOR, in his condition of sole proprietor of THE SHARES of THE COMPANY, UNDER OATH but according to the Power of Attorney granted to Mr. Nanne, and aware of the consequences of false testimony as sanctioned by Costa Rican law, render sworn statement as follows:

a) That there are no unsatisfied mortgages, executions, attachments, judgments, bankruptcies, claims, litigations, administrative or other proceeding, pending or, to the knowledge of CASA GRECO LLC, threatened against or affecting WAKE UP CALL LIMITADA, the indicated properties, and the shares being transferred, of any kind, no suits pending, or unsatisfied judgments against WAKE UP CALL LIMITADA and no suits or proceedings against anyone affecting said properties, company or company's quotas, except for an eventual expropriation claim related to the Baula's National Park. b) THE ASSIGNOR states that the corporation he represents is the sole, exclusive and lawful proprietor of the

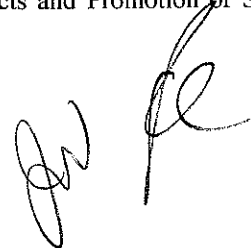


entire SHARES of THE COMPANY, and thus no other titles, bonds or preferred stock have been issued or are outstanding. c) As of this Date, THE ASSIGNOR declares that THE COMPANY is duly registered at the Mercantile Registry. d) As of this Date, THE ASSIGNOR declares that THE COMPANY does not owe any dividends to the shareholders, e) That to this Date, THE COMPANY has not been served of any declaration of Public Interest or expropriation procedures with regards to real estate property number 5-144808-000 or its subdivisions, although it is public knowledge the interest of the State in expropriating real estate in Playa Grande and Playa Ventanas f) That upon signing this agreement and in virtue of receiving payment, neither him, the company he represents, its owners and representatives have any pending claims, demands requests or any kind of rights towards Grande Beach Holdings, Limitada, Rafael Enrique Cañas Coto in his personal condition, Costa Rica Investments LLC, and Mr. Robert Frederick Spence in his personal condition, with regards to the sale of property recorded under number 5-144808-000 and its subdivisions, consequently releasing and discharging Grande Beach Holdings, Limitada, Rafael Enrique Cañas Coto in his personal condition, Costa Rica Investments LLC, and Mr. Robert Frederick Spence in relation with this matter.

**EIGHTH:** THE PARTIES agree to authorize the current Board of Directors of THE COMPANY to proceed and insert within the Quotaholder's Registry Book the present transfer of stock based on the declarations and guarantees rendered in the present contract, approving the actions of THE ASSIGNOR, their representatives, power of attorneys and employees to this date, and consequently, accept the resignation of their positions.

**NINTH:** The noncompliance of any of THE PARTIES to the obligations agreed to by means of this Contract shall give the other party the right to ask for the resolution of the Contract as well as the corresponding indemnification to all damages and losses, or a forceful compliance, as established in article six hundred ninety two of the Civil Code.

**TENTH: ALTERNATE DISPUTE RESOLUTION CLAUSE:** The Parties hereto agree and accept that any dispute, claim or lawsuit which may derive as a result of this Agreement shall be solved by means of arbitration before the Arbitration Center of the Costa Rican Chamber of Commerce, according to the regulations of such center and to the Law of Alternate Resolution of Conflicts and Promotion of Social



Peace, integrated by three law Arbitrators appointed by the arbitration center , The arbitration award will have no appeal, except for legal annulment.

**ELEVENTH: DECLARATIONS OF NULLITY:** The declaration of nullity or illegality of any provision or clause contained in this Agreement, shall not affect the strength, legality or possibility of demanding the enforcement of the remaining clauses or provisions. Both parties irrevocably commit to modify such clause within the following seventy hours from the enforcement of the resolution that declares the nullity or illegality in such a manner that the agreement may be executed entirely, maintaining the equity of the obligations and commitments of each party.

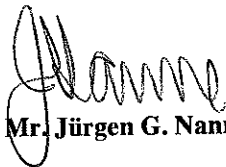
**TWELFTH: CONTRACTUAL WILL:** Both Parties agree that this Agreement embraces their complete and absolute will in connection to its objective and therefore declare as of no legal value or effect any other document, understanding, verbal or in writing consent, which may exist or has existed prior to the date in which this Agreement is closed.

**THIRTEENTH:** THE PARTIES accept that this agreement shall be governed by the laws of the Republic of Costa Rica

**FOURTEENTH: NOTICES:** Any notice related with the present agreement, must be performed at the following offices: ASSIGNEE at the offices of Facio Abogados, located at Plaza Roble Corporate Center, El Patio Building, third floor, c/o Rafael Enrique Cañas Coto; ASSIGNOR at: the offices of Pacheco Coto, located in San José, Barrio Amón, 11<sup>th</sup> avenue, 5<sup>th</sup> and 7<sup>th</sup> streets, number 517.

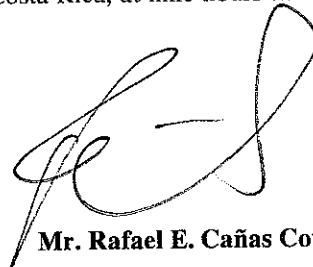
**FIFTEENTH:** Facsimile transmission of any signed original of this document will be deemed the same as delivery of an original. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

In virtue of the above we hereby sign in two counterparts, signing the ASSIGNEE in the city of San Francisco, California, and the ASSIGNOR in the city of San José Costa Rica, at nine hours thirty minutes of March 31<sup>st</sup>, two thousand and eight.



**Mr. Jürgen G. Nanne Koberg**

**Casa Greco, LLC**



**Mr. Rafael E. Cañas Coto**

**Costa Rica Investments, LLC**