



REDACTED

• El Dorado Hills, CA 95762-5711
• Fax [REDACTED]

FAX TRANSMITTAL

DATE: 2/3/04
TO: Penny (2 wks)
COMPANY: _____
FAX #: 011-506-654-4401
FROM: Bob Spence

Total number of faxed pages: 3. If you do not receive all of the pages,
please call _____ at [REDACTED]

RE: Lot # 34

MESSAGE: ~~Signed signature page~~
Initialed 1st 2 pages.

pennie@ [REDACTED]

Olivia

FROM :CENTURY21 FLAMINGO
02/03/04 11:54 FAX 13102829178

FAX NO. :6544401
TOM LYNCH COMPANY

Feb. 04 2004 02:10AM P2
@003

FROM :CENTURY21 FLAMINGO

FAX NO. :6544401

Feb. 03 2004 06:21AM P2

REDACTED



Marina Trading Post
P.O. Box 188-6150
Flamingo Beach, Guanacaste
Costa Rica
Phone: (508) 064-4004
Fax: (506) 664-4401
E-mail: mtpr@century21costarica.net
Website: www.century21costarica.net

**PROMISE TO PURCHASE AND
EARNEST MONEY DEPOSIT AGREEMENT**

Upon acceptance of this purchase offer by SELLER, known as Diamonds Over The Sea S.A. with corporate identification number 3-101-348299 on one side, and Tom and Christine Lynch, [REDACTED], United States of America, with U.S. Passport Number [REDACTED] or assign, known as PURCHASER, shall deposit into Escrow the sum of \$5,000.00, as a non refundable Earnest Money Deposit, toward the purchase and with the promise to purchase the property known as lot number 34, property Matricula Folio Real number 5042338-000 and Guanacaste land plan number G-115225-1993, Playa Ventana, Province of Guanacaste, Canton of Santa Cruz, District of Cabo Velas, under the following terms and conditions:

1. PURCHASE PRICE: \$300,000.00- THREE HUNDRED THOUSAND DOLLARS.
2. DEPOSIT: The deposit of \$5,000.00 shall be placed in an escrow account at Stewart Title & Escrow within seventy two hours of acceptance by SELLER of this agreement. All deposits and payments made shall be held in escrow until date of closing and all deposits are subject to the terms and conditions of this Escrow Agreement.
3. BALANCE: The balance of \$295,000.00 shall be paid at time of closing on or before February 27, 2004.
4. TITLE to the property will be transferred free and clear of any mortgages or other encumbrances except those registered at the Property Registry and with property taxes paid to date. If the PURCHASER defaults on any of the above payment obligations this agreement will be canceled and all payments made will become exclusive property of the SELLER. PURCHASER and SELLER shall pay equally all transfer fees, attorney fees, escrow fees, notary public fees, trustee fees, registration stamps and any other recording costs. At time of closing, if SELLER fails to deliver property free and clear of all mortgages, taxes or other encumbrances, under the terms and conditions of this agreement, all monies paid, shall be refunded in full to PURCHASER.
5. The DEED will be inscribed, drafted, executed and registered by the PURCHASERS notary public.
6. SELLER shall pay broker commission to Century21 Marina Trading Post represented by Robert F. Davey.

FROM : CENTURY21 FLAMINGO
02/03/04 11:55 FAX 13102828178

FAX NO. : 6544401
TOM LYNCH COMPANY

Feb. 04 2004 02:11AM P3

FROM : CENTURY21 FLAMINGO

FAX NO. : 6544401

Feb. 03 2004 06:22AM P3

②

The Escrow Agreement: Whereas both PURCHASER and SELLER agree to place the earnest money deposit indicated above in the possession of a third party Escrow Agent and whereas Stewart Title represented by its attorney in fact is willing to hold said funds as Trustee and hereto delivers its acceptance by signing this agreement as acceptance of this conditions and duties, for the benefit of PURCHASER and SELLER the parties herein agree to the following regarding the earnest money deposit.

- (A) The TRUSTEE shall hold said funds in their segregated Trust Account.
- (B) The TRUSTEE shall hold said funds in Trust until such time as the PURCHASER notifies it in writing that the closing of the transaction will take place with payment of the balance of US \$ \$295,000.00 on or before February 27, 2004. Upon receipt of said written notification the TRUSTEE shall no later than THREE [3] business days from receipt of said notification inform the SELLER. Simultaneously, upon signing of the property transfer deed from the SELLER to the PURCHASER the Trustee is hereby instructed and specifically authorized to disburse the earnest money deposit to the SELLER.
- (C) If the PURCHASER fails to close on the property as agreed on or before February 27, 2004, by paying to the SELLER the balance and signing the transfer deed, then the PURCHASER shall forfeit all funds held in escrow and the TRUSTEE shall disburse the escrowed funds to the SELLER with no delay, no later than THREE [3] business days from the date of the receipt of the request.
- (D) In the event of a dispute between the parties hereto as to the facts of a default, the validity or meaning of the escrow instructions they agree to submit to arbitration regarding the disbursement of the escrowed funds before an English speaking arbitrator named by the Costa Rican Chamber of Commerce. The parties shall abide by the arbitration rules and regulations of the Center of Conciliation and Arbitration of the Chamber of Commerce of Costa Rica and the arbitration shall be before a panel of three arbitrators and will solve in a juridical arbitration.

BS

FROM :CENTURY21 FLAMINGO

FAX NO. :6544401

Feb. 28 2004 03:49AM P1

REDACTED



P. O. Box 166-5150
Flamingo Beach, Guanacaste
Costa Rica
Phone:(506) 654-4004
Fax:(506) 654-4401
E-mail: mtp@century21costarica.com
Web Site: http://www.century21costarica.com

Fax

FR

To: Mr. Bob Spence

TO

From: Century21 Marina Trading Post

Fax: [REDACTED]

Pages: 3 (include cover page)

Phone: [REDACTED]

Date: February 27, 2004

CC:

Urgent

For Review

Please Comment

Please Reply

Please Recycle

Dear Mr. Spence:

Attached is the Addendum to the Earnest Money Agreement. Please sign and send back to us.
Our fax number is (506) 654-4401.

Thank you,

Olivia Benavides

REDACTED

**ADDENDUM TO PROMISE TO PURCHASE AND EARNEST MONEY
DEPOSIT AGREEMENT**

As first party: THOMAS LYNCH, United States passport number [REDACTED] and CHRISTINE LYNCH, both domiciled at [REDACTED], [REDACTED], United States of America, (hereinafter jointly referred as the PURCHASERS) and as second party: BOB FREDERICK SPENCE, United States passport number [REDACTED] domiciled at [REDACTED], [REDACTED] United States of America as THE PRESIDENT, with full power of attorney of the corporation DIAMONDS OVER THE SEA, SOCIEDAD ANÓNIMA, corporation identification number 3-101-348299 (hereinafter the SELLER) (jointly referred as the Parties)

Whereas

1. Both parties executed a Promise to Purchase and Earnest Money Deposit Agreement on February 03, 2004.
2. Both parties are willingly to sign this Addendum, which shall be consider as an integral part with any other Agreement or Addendum signed prior to this date. All the terms, conditions and stipulations agreed prior to this Addendum which have not been modified by subject document, shall be consider effective and applicable to the parties.

NOW, THEREFORE, the parties agree to the following, particularly related with the CLOSING DATE as follows:

1. CLAUSE 3: BALANCE: The Balance of USD\$295,000.00, shall be paid at time of closing on or before March 05, 2004.
2. CLAUSE (B) of the Escrow Agreement: The TRUSTEE shall hold said funds in Trust until such time as the PURCHASER notifies it in writing that the closing of the transaction will take place with the payment of the balance of USD\$295,000.00 on or before March 05, 2004. Upon receipt of said written notification the TRUSTEE shall no later than THREE (03) business days from receipt of said notification inform the SELLER. Simultaneously, upon signing of the property transfer deed from THE SELLER to the PURCHASER the Trustee is hereby instructed and specifically authorized to disburse the earnest money deposit to THE SELLER.



FROM :CENTURY21 FLAMINGO

FAX NO. :6544401

Feb. 28 2004 03:50AM P3

3. **CLAUSE (C)** of the Escrow Agreement: if **THE PURCHASER** fails to close on the property as agreed on or before March 05, 2004, by paying to **THE SELLER** the balance and signing the transfer deed, the **PURCHASER** shall forfeit all funds to **THE SELLER** with no delay, no later than **THREE (03)** business days from the day of the receipt of the request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th days of February, 2004.

THOMAS LYNCH
PURCHASER:

CHRISTINE LYNCH
PURCHASER:

DIAMONDS OVER THE SEA, SOCIEDAD ANÓNIMA
BY/BOB FREDERICK SPENCE
THE SELLER:



3. **CLAUSE (C)** of the Escrow Agreement: if **THE PURCHASER** fails to close on the property as agreed on or before March 05, 2004, by paying to **THE SELLER** the balance and signing the transfer deed, the **PURCHASER** shall forfeit all funds to **THE SELLER** with no delay, no later than **THREE (03)** business days from the day of the receipt of the request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th days of February, 2004.

THOMAS LYNCH
PURCHASER:

CHRISTINE LYNCH
PURCHASER:

DIAMONDS OVER THE SEA, SOCIEDAD ANÓNIMA
BY/BOB FREDERICK SPENCE
THE SELLER:

REDACTED

PROXY LETTER

I, Bob Frederick Spence, as the owner of the 100% of the shares of Diamonds over the Sea, Sociedad Anónima, company identification number 3-101-348299, and according to article 146 of the Código de Comercio de la República de Costa Rica (Commerce Code of the Republic of Costa Rica) hereby authorize Dafne Lizette Blanco Varela, Costa Rican identification card number [REDACTED], to celebrate and represent me waiving the requirement of previous call because the totality of the outstanding and issued stock is represented, in the General Ordinary and Extraordinary Stockholder's Meeting of Diamonds over the Sea, Sociedad Anónima to be held in San José, Costa Rica. The powers hereby conferred to Ms. Blanco, are specifically to cause that in said meeting the following resolutions be taken:

First: To grant Poder Especial (Special Power of Attorney) in favor of Lizette Blanco Varela, named herein before, in order to sell the property located in the Province of Guanacaste, County of Santa Cruz, District of Cabo Velas Folio Real number 42338-000, which is Lot N°34, Stage E, unimproved terrain, with the following borders: north: street, south: Terrestrial Maritime-Zone, east: Lot N°35, west: Lot N°33, with a measurement of 989,12 square meters, for the amount of USD\$300,000.00, legal currency of United States of America on behalf of this company. Lizette Blanco Varela is allowed to transfer, totally or partially this Power of Attorney to another person of her confidence with exactly the same purposes, according with article 1264 of the Código Civil de la República de Costa Rica (Civil Code of the Republic of Costa Rica)

Second: To authorize Dafne Lizette Blanco Varela to appear before Notary Public of the Republic of Costa Rica to record this Assembly in his notary book and its testimony to be recorded in the Public Registry, Mercantile Section.

I approve it and I sign in the United States of America on the 3rd days of
February of the year two thousand four.

BOB FREDERICK SPENCE

NOTE: Please sign as you sign in the passport or equivalent official document of identification, and if it is possible, attach a photocopy of it.

REDACTED



Nº 130

Nº 152730 A 5

PROTOCOLO

nueve cero tres siete siete nueve, vecino de Nosara, en el proyecto americano, lote A-treinta; MARCEL

(nombre) SCHARER (apellido), mayor, casado dos veces, comerciante, de nacionalidad suiza, con

pasaporte número [REDACTED], vecino de Nosara, OLIVIER MARIE (nombre)

VAN DER WEID (apellido), mayor, casado, comerciante, suizo, pasaporte de su país F [REDACTED]

[REDACTED] y vecino de Nosara, FISCAL: LINDA MONROE (nombre) WALL (apellido); mayor,

casada, retirada, estadounidense, cédula de residencia número A [REDACTED] vecina

de Nosara. Los nombrados aceptan los cargos y entrarán en ejercicio de los mismos a partir de la

fecha indicada." El suscrito Notario da fe de lo siguiente; a) que lo transcrito es copia exacta, en lo

conducente del original del acta debidamente asentada en el Libro de Actas Número Dos que lleva la

asociación, el cual fue legalizado por el Registro de Asociaciones el día veinticinco de noviembre de mil

novecientos ochenta y siete, c) que los acuerdos tomados lo fueron por unanimidad y se encuentran

firmez, d) que el acta está firmada por los llamados a hacerlo, que concurrió el quorum requerido y que

la asamblea fue convocada de acuerdo a los estatutos, e) de que fui debidamente comisionado para

hacer esta protocolización y f) de la existencia actual de la asociación con vista de la inscripción

practicada en el Registro de Asociaciones, bajo el expediente número seiscientos noventa y cuatro, y

que su cédula jurídica es la tres-cero cero cincuenta y seis mil quinientos nueve. Expido un

primer testimonio para la asociación. Confrontada el acta preinserta con su original, resultó conforme y

autorizo esta escritura en la ciudad de San José, a las trece horas del nueve de marzo del dos mil

cuatro.

NUMERO CIENTO VEINTE. Ante mí, **FERNAN PACHECO ALFARO**, Notario Público de esta ciudad,

comparece: Lizette Blanco Varela, mayor, casada una vez, abogada, vecina de San José, cédula de

identidad número [REDACTED], en su condición de apoderada

especial para este acto de **DIAMONDS OVER THE SEA, SOCIEDAD ANÓNIMA**, con domicilio social

en Paracito de Santo Domingo de Heredia, frente a la soda bar El Indio, cédula jurídica número tres-

cientos uno-trescientos cuarenta y ocho mil doscientos noventa y nueve: sociedad de cuva existencia v

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REDACTED

Nota marginal: esta plana, línea seis, después de "LIMITADA" leáse "cédula jurídica número tres-ciento dos-trescientos sesenta y dos mil trescientos ochenta" San José, misma fecha.

1 notario Andrea Hutt Fernández, a las once horas del nueve de marzo del dos mil cuatro, visible al folio
2 veintuno frente del tomo dos de su protocolo, poder de cuya existencia y vigencia el suscrito notario da
3 fe, y EDWIN MORA MURCIA, mayor, casados dos veces, ejecutivo, vecino de Lorente de Tibás,
4 cédula de identidad número [REDACTED] quien actúa en su
5 condición de Gerente con facultades de apoderado generalísimo sin límite de suma de **PLAINFIELD**
6 **INVESTMENTS, LIMITADA**, con domicilio social en San Francisco de Guadalupe, Barrio Tournón,
7 frente al Hotel Villas Tournón, oficinas de Facio & Cañas, personería de cuya vigencia el suscrito
8 notario da fe con vista de la inscripción practicada en la Sección Mercantil del Registro Público al tomo
9 quinientos veintiocho, asiento seis mil setecientos veinticinco, secuencia cero cero uno, y **DICEN:**
10 **PRIMERO:** Que la sociedad representada por la Licenciada Blanco es dueña de la finca inscrita en el
11 Registro Público de la Propiedad, Partido de Guanacaste, matrícula **NÚMERO CUARENTA Y DOS**
12 **MIL TRESCIENTOS TREINTA Y OCHO-CERO CERO CERO**, que es Lote treinta y cuatro, Etapa E,
13 terreno para construir, situado en el distrito ocho, Cabo Velas, del cantón tres, Santa Cruz, de la
14 Provincia de Guanacaste, con una medida de novecientos ochenta y nueve metros con doce
15 decímetros cuadrados, plano catastrado número G-ciento quince mil doscientos veinticinco-mil
16 novecientos noventa y tres, y los siguientes linderos: norte: calle con veinte metros; sur: zona marítima,
17 este: lote treinta y cinco, y oeste: lote treinta y tres. **SEGUNDO:** Que su representada vende la finca
18 descrita a Plainfield Investments, Limitada, quien acepta. La venta se hace libre de anotaciones, de
19 gravámenes hipotecarios y judiciales y al día en el pago de los impuestos municipales. La venta se
20 hace soportando servidumbre trasladada inscrita al tomo trescientos veinticinco, asiento diecinueve mil
21 seiscientos veintiocho, secuencia novecientos quince. El precio de la venta es la suma de **trescientos**
22 **mil dólares**, moneda de los Estados Unidos de América, que la sociedad vendedora confiesa recibido a
23 su entera satisfacción. **LO SIGUIENTE NO SE INCLUYA EN EL TESTIMONIO:** La vendedora
24 garantiza que la propiedad se encuentra libre de inquilinos y ocupantes y en condiciones para que la
25 compradora tome inmediata posesión de la misma para su uso y disfrute. El suscrito notario hace