

SEARLE  
SPG # 142

**REDACTED**



**Marina Trading Post**

P. O. Box 166-3150  
Flamingo Beach, Guanacaste  
Costa Rica  
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### EARNEST MONEY DEPOSIT AGREEMENT

**FIELD ON THE BEACH SOCIEDAD ANONIMA**, with Costa Rican identification card 3-101-338696, and represented by **Stan Searle**, bearer of US passport [REDACTED] United States citizen, hereinafter referred as the "Seller", and **Bob Frederick Spence** bearer of US passport number [REDACTED], United States Citizen, residing in El Dorado Hills, California, United States of America or assignee, hereinafter referred as the Buyer shall deposit into Escrow the sum of \$85,000.00 as a non refundable money deposit toward the purchase of the property known as **Lot in Playa Grande No. 1** Folio Real Number 5-131865-000, catastro G -0835929-2003, and **Lot in Playa Grande No. 2**, Folio real number 5-131866-000, catastro G -0835928-2003 located in the Province of Guanacaste, Canton of Santa Cruz, District of Cabo Velas, under the following terms and conditions.

1. PURCHASE PRICE: **\$1,700,000.00**

2. DEPOSIT: The deposit of **\$85,000.00** shall be placed in an escrow account at Stewart Title & Escrow within 72 hours of acceptance of this contract. All deposits and payments made shall be held in escrow until date of closing.

3. FULLY INSURABLE TITLE to the property, namely to the 50 meter public shoreline zone strip, will be transferred free and clear of any liens, mortgages, annotations, leases, occupants, squatters, potential or actual expropriation actions in connection with the consolidation of the Parque Nacional Marino Las Baulas, including but not limited to seventy five meters inland, immediately following the 50 meter public shoreline zone strip, and free and clear of any other encumbrances or affectations 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 the exclusive property of the SELLER. PURCHASER and SELLER shall equally share all transfer fees, Notary Public fees and all other recording costs at Closing. PURCHASER must pay Title Insurance fees. If SELLER fails to deliver free, clear and fully insurable title to the property, namely to the 50 meter public shoreline zone strip, including but not limited to being free and clear of any liens, mortgages, annotations, leases, occupants, squatters, potential or actual expropriation of seventy five meters inland, immediately following the 50 meter public shoreline zone strip.

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and free and clear of any other encumbrances or affectations and with property taxes paid to date, at PURCHASER'S sole option, all considerations paid under this agreement must be refunded in full to PURCHASER by SELLER within 24 hours, upon PURCHASER's written request to Escrow Agent, namely Stewart Title.

4. At the time of closing, on or before **April 28 2006**, the remaining balance of **\$1,615,000.00** (One million six hundred fifteen hundred twenty thousand US Dollars) shall be paid in full by PURCHASER, by means of deposit into Stewart Title's Escrow account.

5. The DEED will be drafted, executed and recorded by the PURCHASER's Notary Public

  
PURCHASER

  
DATE

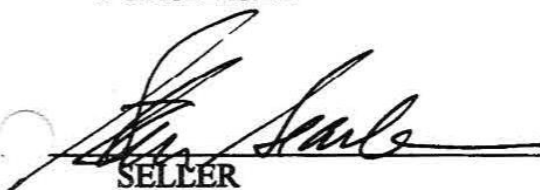
SELLER

DATE

and free and clear of any other encumbrances or affectations and with property taxes paid to date, at PURCHASER'S sole option, all considerations paid under this agreement must be refunded in full to PURCHASER by SELLER within 24 hours, upon PURCHASER's written request to Escrow Agent, namely Stewart Title.

4. At the time of closing, on or before April <sup>28</sup> 18 2006, the remaining balance of \$1,615,000.00 (One million six hundred fifteen hundred twenty thousand US Dollars) shall be paid in full by PURCHASER, by means of deposit into Stewart Title's Escrow account.


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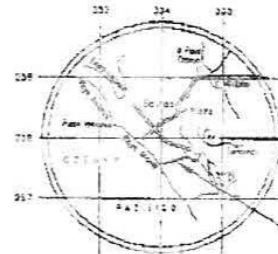
<hr/>	
PURCHASER	DATE
	3-31-06
SELLER	DATE

Nov. 4. 2003 10:06AM STEWART TITLE COSTA RICA

MADEIRA

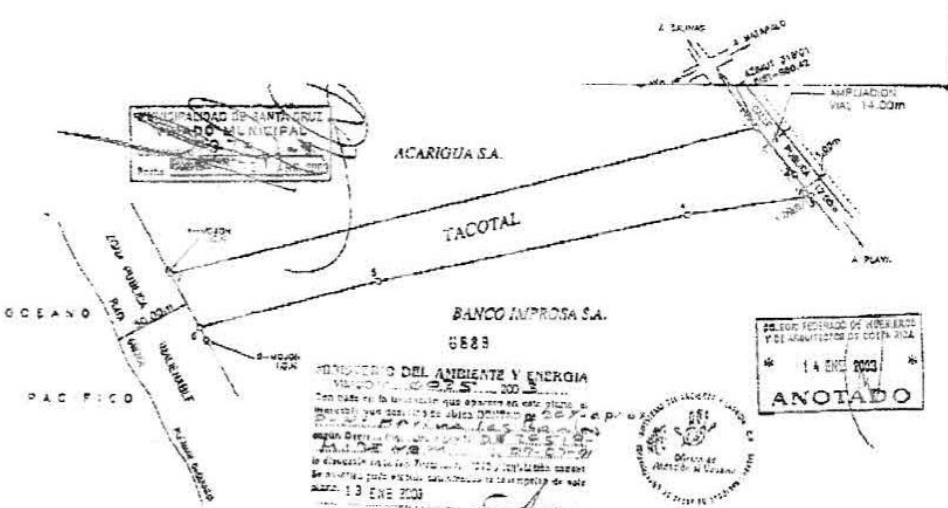
**REGISTRO NACIONAL**  
**CATASTRO NACIONAL**  
 El presente plan de catastro es el resultado de las mediciones realizadas por el Sr. [Nombre] en cumplimiento de la Ley N. 11.171 del 19 de mayo de 1998 y de acuerdo a los datos suministrados por el Sr. [Nombre] el día [Fecha] de [Mes] de [Año].  
**11-833229-2003**  
 AÑO: 1 ENE 2003





**UBICACION GEOGRAFICA**  
 HOJAS MATAPALO Y VILLAREAL  
 ESCALA 1 : 50 000

DERROTERO		
LINDA	ACUMULADO	DISTANCIA
	m	cm
1 - 1	141	20
2 - 2	14	53
3 - 3	280	20
4 - 4	257	11
5 - 5	105	02
6 - 6	73	11
7 - 7	19	79



**ANOTADO**  
 1 A ENO 2003

MEDIDAS DE <b>BANCO IMPROSA SOCIEDAD ANONIMA</b> AREA: <b>1ha6801.73m<sup>2</sup></b> VOLUMEN: <b>2000</b> ANOTADO EN: 14 ENO 2003 REGISTRADO EN: 14 ENO 2003	CODIGO FISCAL: 11-101-01-001 MUNICIPIO: CAROLINA DISTRITO: SANTA CRUZ PROVINCIA: GUANACASTE MUNICIPIO DEL AMBIENTE Y ENERGIA AREA: 18ha7005.47m <sup>2</sup> VOLUMEN: 1000 ANOTADO EN: 14 ENO 2003	PLAN: 11-101-01-001 DISTRITO: SANTA CRUZ PROVINCIA: GUANACASTE MUNICIPIO DEL AMBIENTE Y ENERGIA AREA: 18ha7005.47m <sup>2</sup> VOLUMEN: 1000 ANOTADO EN: 14 ENO 2003	INFORMACION REGISTRADA: ES PARTE DE: FOLIO REAL: <b>5125828-000</b> AREA: <b>18ha7005.47m<sup>2</sup></b> VOLUMEN: <b>1000</b> ANOTADO EN: <b>14 ENO 2003</b>
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