

## Villa Sale – Leaseback Term Sheet

The property consists of the V-2 Villa which shall be referred to as the Villa Estate Sale-Leaseback

*Legal Description:* Part of finca number 204, recorded on the Public Register Office on the Volume 10, Folio 214, to be subdivided as shown in Exhibit A2

*Price:* \$1,200,000 Cash. This price includes any costs associated with converting the home from a hotel back to a residence, including a kitchen conversion.

Terms:

*Procedure:* Upon signing of a letter of intent, (“LOI”), a binding sale-leaseback agreement or multiple agreements (together, the “Contract”) would be executed by the Buyer and the appropriate Amble Resorts-controlled entity (“Developer”), with the terms below forming the basis of the Contract. The Contract would be delivered to Buyer within 30 days of signing of the LOI, and Buyer would have 15 days to execute it.

*Premises:* The Premises would include the lot shown in Exhibit A2, all improvements made upon it (the “Model Home”, to be detailed as an Exhibit B), with all rights and restrictions created by the Condominium Documents. Before completion of the Condominium Documents, the Premises would include the lot and improvements shown in Exhibits A & B, as well as a non-exclusive easement to use the “landing and road area” shown in Exhibit A to access the lot.

*Sale Price:* The Sale Price would be \$1.2 million, and would include all appliances and furnishings in the home,. *Lease:* Developer would lease the use of the Premises for 4 years, with five options to renew, each for a 1-year period.

*Rent:* Developer would pay a monthly rent of \$8,000 per month.

*Utilities:* Developer would pay all utilities, association fees, property taxes and/or special assessments.

*Payments:*

*Initial Deposit:* Within 5 days of signing of the LOI, Buyer would deposit \$5,000 into an escrow account held by Developer’s attorney.

*First Down payment:* Upon signing of the Contract, Buyer would place an additional \$115,000 (10% of the Sale Price) into the aforementioned escrow account.

*Final Payment and Closing:* Closing would occur within 60 days and would require payment of the remainder of the Sale Price to the Developer.

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Continued

*Use of Premises:*

While the lease is in effect, The Buyer would have the right to occupy the “best available room” at the resort’s hotel, for up to 40 nights per calendar year (no more than half during high or peak seasons), subject to availability, some blackout dates, and other availability constraints, as determined by the management company. These room-nights could also be used by guests of Buyer, so long as Buyer occupies a room at the same time.