Exhibit 1



1401 Dove St, Suite 610 Newport Beach, CA 92660 PH: (949)757-0949

April 9, 2014

Dear Michael,

We are extremely pleased to extend an offer of employment to you with Global Property Alliance. The following details will summarize the offer of employment to join our team.

You are being offered the role of Director of Business Development. The primary focus of this position is to assist in building and growing the current sales operation. It is our firm belief that you possess the skill set and work ethic required to hire, train, and motivate our team during the high growth phase that our company has entered. This position reports directly to me, as Chief Operating Officer.

The compensation for this position will be a guaranteed salary of \$150,000 during the first year. In addition to the guaranteed compensation, there will be performance based bonus structure based on targets we establish during your first month of employment.

Assuming you are in agreement with the terms of this offer, please sign below and return a copy to our office either in person, or via email to Rod@gpadevelopers.com. If you have any questions, please feel free to reach out to me directly.

Sincerely,		
Rod Kazazi		
ACKNOWLEDGEMENT Sign: Michael Santos	Date: 4 09 14	_

Dear Team:

I'm grateful to have had an opportunity to meet with Rod, Luke, Brandi, and Brandon. When I return, I look forward to spending time with Jim so that I can learn more about his vision of building a world-class sales organization. Your team has worked effectively at putting together an amazing product. I look forward to adding value to each of your roles—in a supportive capacity—as we advance into the next phase of hyperbolic sales growth.

As I told each of you, I'm eager to contribute. Although I won't be able to fully join the team until May 28 (I've got a series of previously arranged obligations), I'm thinking about the exciting times ahead. You'll find that I'm eager to earn your trust and confidence as we work together to build an extraordinary culture and team. My unique background has given me experience that will prove useful as we work to inspire others to reach their highest potential. Together, we can sow seeds that will lead to a culture of excellence, with everyone striving for peak performance.

I look forward to learning more from Jim, yet I sensed challenges ahead after listening closely to Rod, Luke, Brandi, and Andris. Everyone has a unified vision in that we want to sell more lots each month. Initially, I expect to work alongside Rod to create an organizational chart that will help to define roles for everyone. I'm certain that our work will result in bringing clarity to a few overarching goals. But it would seem that at this stage of the growth cycle, primarily we want to sell more lots each month.

I don't have hard numbers in front of me, but based on what I understood, it would seem that we could reverse engineer our way to the goals we set. Clearly, each of you has some solid data that we could draw upon to figure out the secret sauce for converting more leads into more tours and sales. Although I don't know the precise number of lots you want to sell each month, to get to \$20 million in monthly sales, with an average price point of \$300,000, it appears that we need to sell between 65 and 70 lots each month.

Correct me if I'm wrong, but based on what I heard from Andris, Rod, Brandi, and Luke, we've faced some challenges at reaching these numbers. Still, the sales you're bringing in today are quite impressive. It's not easy to build a best-in-class sales force. People who apply for positions argue that they want to succeed, but few of the applicants have the discipline to prepare for success on a monumental level. I'd like to help Jim find people who have a demonstrated commitment of wanting "to prepare for success." I'm confident that I can help Jim build a stronger pool of applicants. We could draw upon lessons from sports like baseball.

To build professional baseball teams, owners make huge investments in building a farm system. Through their farm system, the teams develop their roster of players. When a spot opens in the major leagues, managers can draw from candidates who've proven themselves in the minor leagues. I'd like to help Jim by building a farm system of qualified sales candidates.

Considering all that we offer, we could draw applicants from across the United States. After all, there aren't many places that can compete with what we offer. The unprecedented beauty of Orange County is a start. Further, if we show individuals how they can live their best life now, we'll have more people applying than we have positions to fill. We encourage people by selling the vision: Team members become part of a culture that rewards excellence with six-figure compensation levels. If we succeed in creating a plan that delivers this vision, I'm convinced that our team will have more than a sufficient number of qualified applicants vying for a valuable seat at the table.

I don't have any doubt that everyone understands the enormous value of each seat at that table. You've proven the value. After all, your national advertising campaign generates thousands of leads each month. Those leads cost millions of dollars per year. Yet sales professionals with outstanding communication skills who prove worthy of having a seat at the table can generate monthly incomes north of \$30,000. Such compensation levels, along with all of the ancillary benefits that come from being a member of a great culture, would result in massive numbers of people wanting to work on the team we're building.

Clearly, each of you has intimate knowledge of Sanctuary Belize. Although I look forward to learning everything possible about the amazing product you've created, my area of expertise is elsewhere. For the past 26 years I've had to develop a skill set that would allow me to sustain high levels of discipline and energy while traversing the adversity of imprisonment. Since my release, I've packaged that program into a product that I call the Straight-A Guide.

As I suggested to Rod and Andris, I'd like to modify the Straight-A Guide in ways that would serve each of you well. We could develop a customized training program that helps us build a culture of excellence. If we build a team with everyone moving in the same direction, clearly focused on a unified goal, we will crush expectations of selling 65 lots each month. Briefly, I'd like to explain the Straight-A Guide.

The Straight-A Guide may not impress any of you as being particularly profound. After all, each of you is a natural leader. You've participated in the building of a billion dollar enterprise, presiding over millions of dollars in revenues. That's clear. But when trying to find capable bodies who can make the cut as competent sales professionals, you've found that many others lack your same vision. They don't know how to commit. They don't know how to continue the pursuit of excellence. Consequently, the turnover rate is high. Sales can stagnate with high turnover.

I'm convinced the Straight-A Guide can help individuals stay the course. It inspired me to keep pushing harder while the days turned into weeks, the weeks turned into months, and the months turned into decades. I knew how I wanted to emerge from the prison experience and that vision sustained me. Visualize. Plan. Execute. The Straight-A Guide is really quite simple when distilled down to its essence. Since I've lived in accordance with that plan for the past 26 years, and I continue living by it today, I'm convinced that I can help others appreciate the value of its message.

performance, and we're always recruiting. Our star sales consultants earn \$60,000 in monthly commissions within their first six months! Do you have what it takes to join us? If so, apply to become a member of the Straight-A Guide Team!

If you're motivated, driven to earn and contribute, then we invite you to audition. Join our team of international real estate consultants. Those who make the cut can earn well into the six figures their first year. Our A-players will earn in the mid-seven to low-eight figures over the course of the next five years. And we're completely merit based. We don't care whether you've earned your degree from Stanford or you've earned your degree from the school of hard knocks. If you've got what it takes to thrive, then join us! We're building a culture. And we reward those who pursue excellence in every area of their life. On the other hand, if you're after mediocrity, then Global Property Alliance isn't the place for you.

Our leadership continues to make massive investments to assemble a team of winners. The qualified professionals who succeed in joining our team will participate in our vision. They'll follow our plan. Together we'll execute a strategy of selling more than \$1,000,000,000 worth of premier real estate in our international development by 2018. Our team of high-energy professionals work from our world-class offices in Irvine, California, minutes away from beautiful Newport Beach.

If you're determined to live your best life now, to work daily toward becoming the best in the world at what you do, then take your shot. Strive to become part of our Straight-A Guide Team of Sales Professionals! Those who succeed will crush their most wildly optimistic income projections. And anyone who has the desire, the hunger to grow and contribute, can join our culture of excellence. Live with passion! Those who succeed will be well compensated for their contributions. And you can take that promise to the bank!

The documents and videos that follow introduce you to our Straight-A Guide. Through these simple exercises you'll learn about my background and we'll learn about yours. The testament I provide will prove that anyone who has the will to prepare can succeed at Global Property Alliance. Test yourself. We shall see whether you've got what it takes to become a top earner by joining our team.

I've made an audio recording of that presentation. The audio lasts about 2.5 minutes. Once we got it right, I'd like to film it in your studio, along with additional lesson plans. Then we could post the messages online so that anyone could apply to join us.

Well, I just wanted to share these thoughts with each of you. Also, I wanted you to know that I'm incredibly enthusiastic about this opportunity to add value to the enterprise and to

your team. I am more enthusiastic about joining your organization than I was about being released after longer than a quarter century in prison. I feel as if the past 26 years have been preparing me for this role, and I'm determined to earn your trust as a team member.

Please do not hesitate to call upon me if I can be of any assistance. Although my wife and I cannot relocate until May 28, I do have some windows of time available that I could fly down to Newport Beach if it would be helpful. For example, if you agree in principle about writing a training program based on the Straight-A Guide, I could begin that work now. Then I could fly down to film the program in your studio. I could work with your technology partner to understand his capabilities at creating editable PDFs. Once I filmed the content, he could work to build a polished product and we could be ready to release before the new location opens.

My schedule of availability follows:

Available for travel:

- Thursday, April 17 (after 8:00 pm) through Wednesday, April 22 (could leave Long Beach at 7:00 am)
- Thursday, May 8 (after 8:00 pm) through Tuesday, May 13.
- I intend to be living in Orange County by Wednesday, May 28.

I look forward to adding value and earning your trust.

Sincerely, Michael

The Straight-A Guide:

The Straight-A Guide begins with an emphasis on introspection. We must devote the time to develop a clear understanding of the values that define us. In my case, I have a number of value categories by which I profess to live. Within each of those value categories, I set clearly defined goals. I announce those goals. They have clearly defined beginnings and ends, including timelines. I am transparent, announcing my goals to the world and then encouraging others to judge me accordingly. I urge everyone to measure whether I keep harmony with all that I say, with all that I think, and with all that I do.

Once we define our values and goals, we advance into the Straight-A Guide. It follows:

Attitude: The Straight-A Guide begins with attitude. We measure the right attitude with a 100 percent commitment to success, as we define success. We define our success through the values and goals by which we profess to live.

Aspiration: It isn't sufficient to say we want "to succeed." The Straight-A Guide urges us to go further. We must articulate what that success means with clearly defined aspirations. We can do this in every area of our life, including our fitness, our relationships, our careers, and the role we want to play in our community.

Action: Once we make a 100 percent commitment to success, and we clearly define our aspirations, we must take the next step. Action! Without incremental action steps, we aren't anything more than happy talk.

Accountability: To reach high levels of success, we must be rigorous in our commitment to accountability. By setting clearly defined goals with clear timelines, we always know whether we're on track.

Awareness: When we live in accordance with this disciplined, deliberate plan, we become aware of opportunities that we can seize. Simultaneously, others in the marketplace become aware of us. They develop vested interests in helping us succeed along the way.

Achievement: As we advance along this path, we must learn to celebrate every achievement along the way.

Appreciation: Finally, we strengthen ourselves when we show our gratitude by becoming one with our community. This recipe for success, I'm convinced, helps to build a sustainable culture of excellence.

Using the Straight-A Guide as a tool to build a stronger sales team:

Again, the Straight-A Guide begins with the premise that we must visualize success, set a plan, and then execute the plan to deliver success. Here is my plan. I want to provide Jim with a huge pool of applicants to fill the valuable seats at the table. In time, I'd like him to have more applicants than he has seats. That way, applicants could compete to demonstrate their worthiness of being members of the team. My plan to deliver follows:

Write a new Straight-A Guide: The first step would be for me to write a lesson plan for each component of the Straight-A Guide. Each lesson plan would be short, perhaps a single page of written content. I'd also like to capture my presentation of the content on video in your studio. We could convert the lesson into a format that would allow candidates to watch and read on their portable device: iPad or smart phone or laptop. Each lesson would conclude with a simple, open-ended question. Participants would type their response to the question. Perhaps we could create an algorithm that measured a candidate's potency for excellence, or whether the candidate would be a good fit for the high-energy, high-performance culture we're striving to create.

Identifying possible candidates: Experience convinces me that I should focus on finding people who have a demonstrated history of living goal-oriented lives. Accordingly, I'd like to recruit from university campuses, concentrating my search on athletes, people with military backgrounds, and possibly religious groups who are relentless communicators, like people from the Mormon faith. I'd also like to find candidates who participate in communication-development programs, like Toastmasters. And of course, I'd always be looking for people who have experience with network marketing, multilevel marketing, or other types of sales.

Making the pitch: Once I've identified target markets, I'd coordinate speaking events. In those events, I would spend 20 to 30 minutes talking about the amazing opportunity to join our team. We're looking for "A" players, the best talent we can find. For those who expressed an interest, I'd urge them to audition. They could audition by working through the simple Straight-A Guide app on their device. We also could create a YouTube channel where people could apply from all over the country to become a part of our high performance sales machine.

Benefit:

This process would provide us with some insight into applicants we invited to come for a formal interview. It would be a screening process, so to speak. We could filter out the best possible candidates, but we'd always be looking to fill our funnel, or to build a farm system with qualified applicants.

This approach would only be a first step, of course. Once we brought people on board, I'm convinced that we would do well to continue investing in sales training. I'd like to work with each of you in helping to create those training applications.

As a sample, I've drafted out a simple page of content that would introduce applicants to our program. I'd like to film it in your studio. It isn't perfect, and I'd love your input in how we could make it stronger. My purpose in drafting the opening was to share my vision with you. Please let me know your thoughts:

Draft Introduction:

My name is Michael Santos and I'm excited to introduce you to Global Property Alliance. We're a team that appreciates and rewards exceptional

Case 1:18-cv-03309-PJM Document 219-1 Filed 02/22/19 Page 9 of 11

From: Michael Santos <michael@buyinternational.com>

Sent: Tuesday, May 29, 2018 3:56 PM
To: Andris pukke <ekkup@msn.com>
Cc: Rod Kazazi <rod@gpadevelopers.com>

Subject: Option Contract

I've drafted an Option Contract for you to review. This Option Contract covers 25 lots, 560-584, in Laguna Palms. Basically, it shows that Alternative Investment Properties has the right to purchase each of those lots for \$100k, and that Eco Futures will finance the purchase price at 3% interest rates, over 20-year terms.

Alternative Investment Properties has the right to assign each contract to an Assignee.

Please review and let me know if you're okay, or make changes as necessary. Once it's right, Frank and I will sign the document. I'll use the document to confirm that I control lots in Laguna Palms and to show that I have the right to sell them. We should have this document on file for when I start doing the webinars and live events.

Thanks, Michael

Real Estate Option Contract

1. PARTIES to the AGREEMENT:

The SELLER and the BUYER (named below) hereby enter into this Option Contract agreement (the "Agreement) for Sale and Purchase of real estate at The Reserve in the Stann Creek District of Southern Belize.

SELLER	BUYER
ECO-Futures Developers	Alternative Investment Properties
c/o Frank Connelly, Director	c/o Michael Santos, President
3333 Michelson Drive	3333 Michelson Drive
Suite 500	Suite 500
Irvine, CA 92612	Irvine, CA 92612

2. CONSIDERATION TO BIND THE AGREEMENT:

The SELLER, in consideration of the BUYER making an equity investment in excess of \$1 million into the Rancho del Mar, Costa Rica development, gives to the BUYER the exclusive option (the Option) to purchase the properties described below (the "Properties").

3. LOCATION OF THE PROPERTIES:

This Option agreement includes 25 Lots, numbers 560 through 584, located in the Laguna Palms section of The Reserve development in the Stann Creek District of Southern Belize, which is part of the Sittee River Wildlife Reserve (the "Lot" or "Lots").

4. TERMS of PURCHASE:

- The BUYER has the exclusive right to purchase 25 Lots, including numbers 560 through 584, located in the Laguna Palms section of The Reserve development.
- The BUYER agrees to pay \$100,000 for each Lot, or a total price of \$2,500,000 for the aforementioned 25 Lots, numbers 560 through 584.
- The SELLER agrees to finance 100% of the purchase price of each Lot, including Lot numbers 560 through 584 at an annual interest rate of 3%.
- The BUYER agrees to comply with the law and pay the Belizean government's 12.5% General Sales Tax on each Lot purchased.
- The BUYER agrees to pay the \$100 monthly fee tp the Property Owner's Association (POA) for each Lot purchased, to maintain the beauty and integrity of the Laguna Palms and The Reserve development.

5. FINANCING:

The SELLER agrees to finance the debt on each of those lots at a 3% interest rate, over a period of 20 years, or 240 months.

6. ASSIGNABILITY:

- The SELLER will allow the BUYER to assign the right to purchase any or all of the Lots, including numbers 560 through 584, to a third party (the ASSIGNEE).
- If the BUYER assigns the right to purchase a Lot to an ASSIGNEE, the ASSIGNEE will enter into a new purchase contract with the SELLER.
- Once the ASSIGNEE enters into a new purchase contract with the SELLER, the ASIGNEE will deal and interact directly with the SELLER or the SELLER's agent.
- The ASSIGNEE will make all payments directly to the SELLER, Eco-Futures.
- Upon executing a purchase contract with the SELLER, the ASSIGNEE will assume all rights, privileges, and responsibilities of real estate ownership.
- The ASSIGNEE's contractual right will be exclusively with the SELLER.

7. TIME FRAME EXPIRATION:

The SELLER agrees that the BUYER will have three years to exercise this option agreement, which will expire on June 1, 2021.

The seven points above constitute the entire written agreement between the SELLER and the BUYER. This Agreement is intended to be a legally binding contract.

SELLER	BUYER
ECO-Futures Developers c/o Frank Connelly, Director 3333 Michelson Drive Suite 500	Alternative Investment Properties c/o Michael Santos, President 3333 Michelson Drive Suite 500
Irvine, CA 92612	Irvine, CA 92612
Signature:	Signature:
Date	Date

Exhibit 2

Exhibit 2-a

From: Rod Kazazi

Sent: Thursday, February 02, 2017 5:43 PM

To: 'Andris P (ekkup@msn.com)' <ekkup@msn.com>
Subject: Termination Notice List AP 02 01 17.xlsx

I added a column for you to put in a rating of 1, 2, or 3 based on the following:

- 1 Strongly try to save deal
- 2 Neutral
- 3 Take the lot back and run

The list is currently sorted by what percent of the purchase price they still owe. It doesn't take into account the date they purchased and how much we could sell the lot for now, but you can assume the ones with higher principal balances are more recent. Let me know if you want anything else added to this.

Case 1:18-cv-03309-PJM DOCUMBRITZEG-Partiled 02/22/19 Page 4 of 34

# 101	- NOTES	REVISED AMOUNT DUE	Purchase Price	Monthly Payment	Principal Outstanding	Principal Remaining	Retention Rating
E113	EMAILED US 12/28/16 AND SAID HE WILL CALL TOMORROW TO SETTLE DEBT.	\$4,935.87	\$119,250.00	\$534.34	\$117,472.24	%66	•
E188		\$6,269.13	\$127,719.86	\$677.84	\$125,306.87	%86	
SR244		\$8,586.74	\$151,750.74	\$911.60	\$147,935.73	%16	
E60		\$4,145.05	\$122,550.00	\$580.46	\$119,246.84	%16	
NR561	NEED TO FORECLOSE. WILL NOT PAY.	\$10,831.45	\$185,225.00	\$958.46	\$179,254.56	%26	
E244		\$5,176.00	\$149,250.00	\$629.10	\$143,702.25	%96	
E94	WANTS TO SPEAK WITH GEORGE REGARDING DEV BEFORE HE PAYS.	\$5,095.11	\$122,283.00	\$509.51	\$117,697.41	%96	
SR094		\$20,189.47	\$440,100.00	\$2,839.96	\$423,172.30	%96	
NR300		\$14,638.86	\$279,650.00	\$1,425.67	\$267,301.53	%96	
NR325		\$11,293.52	\$263,200.00	\$1,373.28	\$251,450.94	%96	
E48		\$4,787.24	\$152,150.00	\$775.20	\$145,331.21	%96	
NR491		\$9,596.49	\$202,470.00	\$1,174.56	\$193,145.33	%56	
E220		\$7,539.83	\$132,050.00		\$125,713.68	826	
SR264	REFUSES TO PAY UNTIL CB LETTER OF APPROVAL	\$12,016.19	\$208,050.00	\$1,481.88	\$197,635.77	%56	
E136	SENT 2 PAYMENTS ON 12/27/16	\$474.92	\$75,446.68	\$414.66	\$71,520.45	%56	
SR217		\$31,067.54	\$373,350.00	\$3,025.85	\$353,230.99	%56	
E117		\$5,847.92	\$141,300.00	\$712.42	\$133,406.81	94%	
E168		\$7,106.57	\$151,050.00	\$869.57	\$142,609.67	94%	
E246	SENT LATE BECAUSE HE BACKED OUT ON PAYMENT PLAN.	\$8,344.25	\$179,100.00	00.506\$	\$168,690.77	%16	
E127		\$2,070.38	\$134,100.00		\$126,165.06	%46	
WWV42		\$2,568.32	\$149,000.00	\$854.12	\$139,233.30	%86	
E123	William Company Compan	\$5,814.87	\$143,100.00	\$708.76	\$133,544.27	886	
SR060	REFUSES TO PAY UNTIL CB LETTER OF APPROVAL	\$19,589.84	\$476,100.00	\$2,385.29	\$443,835.44	%86	
E128		\$5,270.28	\$125,100.00	\$640.35	\$116,016.40	886	
NR370		\$10,541.62	\$227,800.00	\$1,297.12	\$210,721.63	%86	
NR577		\$10,028.25	\$220,150.00	\$1,227.44	\$201,841.07	95%	
WWV72		\$11,056.24	\$269,100.00	\$1,543.41	\$246,309.73	95%	
NR569		\$8,560.25	\$207,200.00	\$1,044.68	\$189,396.53	91%	
E102		\$8,121.37	\$134,100.00	\$670.23	\$122,383.69	91%	
SR119		\$6,409.54	\$197,100.00	\$882.49	\$177,156.28	%06	
	HAS FAILED TO PAY AND DISMISSED ARRANGMENT TO PAY. TERMINATION IN PROGRESS	\$11,416.45	\$203,150.00	\$1,602.28	\$181,934.23	%06	
7	WANTS TO KEEP PROPERTY. WILL PAY MORE EACH MONTH TO PAY OFF STARTING JANUARY. NEW JOB	\$19,024.70	\$468,300.00	\$1,951.25	\$417,191.58	%68	
E154		\$5,224.89	\$133,200.00	\$636.24	\$118,578.24	%68	
E241		\$4,329.54	\$137,900.00	\$516.58	\$121,475.26	88%	
SK279	WILL BE CURING THE DEFAULT NO LATER THAIN MONDAY 1/9/2017 BY WIRE.	\$8,215.31	\$143,703.63	\$863.20	\$126,356.56	888	
102 ND594		25,291.97	\$115,000.00	\$636.00	\$100,982.84	88%	
F101		\$10,470.50 \$5,761.58	\$27.0,400.00	52,203,15 5704 91	\$245,720.34	00%	
E63		\$8 374 76	\$119,000,00	\$200.54	\$103 644 80	%/8	
E144	ERIC HOGAN SAID SHE SWITCHED LOTS TO WWV 37 IN JULY.	\$6,178.32	\$141,550.00	\$755.63	\$123,225.78	87%	
E131	Wants to possibly pay in full. Sent him everything to do so on 12/1/2016.	\$3,946.60	\$134,100,00	\$640.53	\$116 482 46	87%	
E32	NEED TO FORECLOSE, WILL NOT PAY, VERY BITTER	\$9,377.50	\$129,000.00	\$811.51	\$111,961.77	87%	
E68		\$12,928.63	\$296,100.00	\$1,580.65	\$256,696.84	81%	
SR087		\$11,428.24	\$189,050.00	\$1,139.06	\$163,271.69	%98	
SR136	ON FACEBOOK DECEMBER 19 AND SAID SHE IS WALKING AWAY FROM 100K???	\$9,878.80	\$300,000.00	\$1,368.05	\$258,248.29	%98	
£159		\$6,109.88	\$141,550.00	\$747.23	\$121,746.10	%98	
E145		\$1,517.12	\$128,088.00	\$683.76	\$110,114.03	%98	
E78	Getting his attorney. Refuses to pay. He emailed Pete also on 12/27/2016.	\$4,486.00	\$113,050.00	\$479.90	\$96,886.17	%98	
1111		\$3.455.48	\$130,380,00	5552 07	CE 444 C44 IN	/6/0	

			REVISED AMOUNT			Princinal	Principal	Retention
Name	LOT #	NOTES	DUE	Purchase Price	Monthly Payment	مو	Remaining	Rating
	E152	Respuded and said he would pay. No longer responding.	\$9,894.69	\$126,650.00	\$1,148.63	\$107,688.28	82%	
	E41		\$4,943.01	\$135,710.00	\$692.25	\$114,744.33	82%	
	S108	PAYMENT PLAN. PAID 2K 12/6, 2500.00 1/3 AND BALANCE IN FEB.	\$9,116.42	\$212,040.00	\$1,665.77	\$178,966.69	84%	
	WWV28		\$5,837.97	\$141,000.00	\$799.96	\$118,910.43	84%	
	SR135		\$12,738.21	\$300,000.00	\$1,368.05	\$252,597.43	84%	
	SR054	EMAILED ME AND SAID "SEE YOU IN COURT"	\$23,371.74	\$502,550.00	\$3,214.34	\$420,350.16	84%	
	8053		\$7,114.04	\$242,900.00	\$859.26	\$201,808.62	83%	
	E37		\$5,473.03	\$140,000.00	\$644.08	\$116,103.02	83%	
	SR185		\$8,794.40	\$170,000.00	\$1,047.11	\$140,978.85	83%	
	SR078		\$24,959.34	\$449,100.00	\$2,645.20	\$369,320.14	82%	
	E189		\$5,646.43	\$135,150.00	69:609\$	\$110,870.89	82%	
	SR269		\$6,208.56	\$228,650.00	\$908.67	\$184,071.86	81%	
	E160	WAS SENT ONE BY ACCIDENT ON 11/8/16. BAD ATTITUDE SINCE. SENT NEW ONE.	\$6,302.63	\$160,550.00	\$1,191.44	\$128,113.03	80%	
	96 3	Sent 1 check so far to start the cure. PAYING IN FULL BY CC IN BELIZE	\$2,862.74	\$133,450.00	\$540.94	\$105,250.32	79%	
	E96		\$2,862.74	\$133,450.00	\$540.94	\$105,250.32	%62	
	E204		\$6,583.37	\$152,100.00	\$895.87	\$118,234.61	78%	
	WWV71		57,999.57	\$239,200.00	\$969.59	\$185,864.99	78%	
	E165		\$4,999.39	\$127,200.00	\$540.07	\$98,762.82	78%	
	NR566		\$8,763.46	\$203,150.00	\$1,037.32	\$157,643.99	78%	
	NR318		\$8,253.92	\$246,750.00	\$1,000.20	\$190,884.62		
	SR160		\$7,432.29	\$135,000.00	\$785.33	\$104,371.10	%//	
	NR316	REQUESTED CC AUTHORIZATION ON 12/22/16	\$7,217.32	\$246,750.00	\$1,000.20	\$190,409.05	77%	
	WWV44	REQUESTED CC AUTHORIZATION ON 12/22/16	\$6,342.97	\$216,750.00	\$878.59	\$166,341.06	%//	
	NR324		\$10,082.24	\$263,200.00	\$1,378.00	\$196,375.72	75%	
	SR186		\$6,119.24	\$186,150.00	\$740.96	\$134,529.82	72%	
	WWV38		\$3,322.50	\$79,000.00	\$390.77	\$56,717.87	72%	
	SR108		\$10,935.29	\$270,000.00	\$1,061.45	\$191,212.81	71%	
	WWV36		\$3,064.72	\$125,000.00	\$416.00	\$88,354.74	71%	
	WWV93		\$11,728.62	\$139,000.00	\$1,158.33	\$96,141.79	%69	
	SR214		\$8,432.42	\$303,300.00	\$1,348.28	\$204,974.69	%89	
	EROS	KEEPS SAYING HE WANTS HIS PAYOFF. HE HAS RECEIVED EVERYTHING AND BUYING TIME.	\$12,487.44	\$170,000.00	\$1,203.20	\$114,395.76	%29	
	SR250		\$8,252.54	\$200,000.00	\$981.66	\$130,018.99	65%	
	E40		\$9,540.66	\$129,000.00	\$1,075.00	\$83,849.99	%59	
	E203		\$6,647.34	\$152,100.00	\$895.87	\$97,573.52		
	E105	DEFERRED 3 MONTHS AND SHE WOULD SEND MONEY. RECEIVED ZERO TO DATE.	\$7,614.12	\$152,100.00	\$1,379.45	\$96,392.75		
	SR198		\$19,704.36	\$305,100.00	\$2,542.50	\$193,230.00		
	60vww	DAD, FRANK IS PAYING IN BELIZE FIRST WEEK OF JANUARY.	\$4,535.30	\$132,000.00	\$647.90	\$82,161.02	62%	
	E194		\$7,907.12	\$135,200.00	\$909.49	\$79,992.86	29%	
	SR257		\$29,021.25	\$163,500.00	\$3,270.00	\$96,172.50	29%	
	NR574	SAID HE WOULD SETTLE UP 12/28/16	\$6,076.02	\$168,350.00	\$684.62	\$98,585.79	29%	
	E130	EMAILED HIM 1/3/2017 AND WAS GIVEN CC AUTH TO PAY IN BZ. NO RESPONSE.	\$4,903.65	\$119,200.00	\$801.86	\$67,102.86	26%	
	WWV31		\$2,848.45	\$74,550.00	\$297.66	\$40,016.43	54%	
	2071	WAS GIVEN UNTIL MARCH 30TH TO CURE ALL AS PER ROD. SIGNED AGREEMENT OR TERMED.	\$13,546.85	\$170,000.00	\$1,062.50	\$83,937.50	49%	
	SR162		\$9,225.56	\$249,500.00	\$1,039.58	\$114,354.20	46%	
	NR410	WILL PAY IN FULL BY FEB 28, 2017. HALF ON JAN 30 REMAINDER ON FEB 28	\$9,746.44	\$201,750.00	\$1,765.31	\$89,917.87	45%	
	NR663		\$15,509.08	\$419,400.00	\$1,747.50	\$181,740.00	43%	
	E53		\$3,855.14	\$126,750.00	\$434.38	\$52,382.56	41%	
	WWV91		\$3,855.14	\$104,250.00	\$434.38	\$41,110.76	39%	
	SR193		\$5,000.00	\$300,000.00	\$625.00	\$116,250.00	39%	

Case 1:18-cv-03309-PJM D8ttmentrent D8ttmentrent 02/22/19 Page 6 of 34

LOT # NOTES Purchase P R15 NR408 \$5.381.90 \$165.0 NR408 \$6.272.68 \$194.2 SR02 \$6.272.68 \$194.2 SR02 \$6.272.68 \$194.2 SR073 CONTACTED ME TO PAY 1/11/2017. WAITING FOR CALL BACK. \$13.917.40 \$424.1 \$6073 WILL NOT RETURN CALLS. BRODSKYS FRIEND \$19.307.0 \$424.1 \$6075 WILL NOT RETURN CALLS. BRODSKYS FRIEND \$11.3917.40 \$424.1 \$607 SR03 WILL NOT RETURN CALLS. BRODSKYS FRIEND \$41.285.0 \$428.50 \$607 SR03 ATTORNEY SENT LETTER. WANTS PROOF FROM CENTRAL BANK. \$41.385.0 \$41.385.0 \$613 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$19.370.93 \$314.3 \$601 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$19.370.93 \$41.350.0 \$602 SAYS HE AND AN AGREEMENT WITH ROD TO HOLD OFF \$5.103.0 \$60.0 \$603 SAYS HE AND AN AGREEMENT WITH ROD TO HOLD OFF \$5.255.25 \$100.0 \$604 SAYS HE AND AN AGREEMENT WITH ROD TO HOLD OFF \$5.255.0	<u> </u>	i	REVISED AMOUNT			Principal	Principal	Retention
\$5,381.90 \$6,272.68 \$6,666.44 \$6,272.68 \$6,666.64 \$6,272.68 \$6,666.64 \$6,381.90 CONTACTED ME TO PAY 1/11/2017. WAITING FOR CALL BACK. WILL NOT RETURN CALLS. BRODSKY'S FRIEND REACHED OUT TO HIM 1/5/2016 AND L/M ATTORNEY SENT LETTER. WANTS PROOF FROM CENTRAL BANK. \$19,370.93 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$2,381.737 \$2,350.23 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$2,750.45 \$2,760.45 \$2,760.45 \$2,760.45		NOTES	DUE	Purchase Price	Monthly Payment	Outstanding	Remaining	Rating
\$6,272.68 \$6,506.64 \$5,506.64 \$5,506.64 \$5,506.64 \$5,338.27 \$13,917.40 \$16,942.02 \$16,942.02 \$16,942.02 \$16,942.02 \$16,942.02 \$16,942.02 \$16,942.03 \$2,281.7			\$5,381.90	\$165,000.00	\$694.44	\$62,361.48	38%	
\$6,666.64 CONTACTED ME TO PAY 1/11/2017. WAITING FOR CALL BACK. \$13,391.740 WILL NOT RETURN CALLS. BRODSKY'S FRIEND REACHED OUT TO HIM 1/5/2016 AND L/M ATTORNEY SENT LETTER. WANTS PROOF FROM CENTRAL BANK. \$16,347.37 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$2,350.23 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$2,250.00 \$2,250.00 \$2,260.00 \$2,260.00 \$2,760.45 \$2,760.45			\$6,272.68	\$194,250.00	\$806738	\$73,360.65	38%	
\$9,398.27 CONTACTED ME TO PAY 1/11/2017. WAITING FOR CALL BACK. \$13,917.40 WILL NOT RETURN CALLS. BRODSKY'S FRIEND REACHED OUT TO HIM 1/5/2016 AND L/M ATTORNEY SENT LETTER. WANTS PROOF FROM CENTRAL BANK. \$41,156.10 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$8,478.50 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$8,478.50 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$5,917.13 \$2,350.23 \$2,47,70.45 \$1,075,661.42 \$2,075,60.45			\$6,666.64	\$400,000.00	\$833.33	\$146,250.97	37%	
CONTACTED ME TO PAY 1/11/2017. WAITING FOR CALL BACK. \$13,917.40 WILL NOT RETURN CALLS. BRODSKY'S FRIEND REACHED OUT TO HIM 1/5/2016 AND L/M ATTORNEY SENT LETTER. WANT5 PROOF FROM CENTRAL BANK. \$41,156.10 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$52,817.33 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$53,017.13 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$31,00.00 \$14,791.66 \$21,075,661.42 \$21,075,661.42 \$21,075,661.42 \$21,075,661.42			\$9,398.27	\$254,150.00	\$1,058.96	\$92,872.50	37%	
\$16,942.02 WILL NOT RETURN CALLS. BRODSKY'S FRIEND REACHED OUT TO HIM 1/5/2016 AND L/M SA2,817.37 ATTORNEY SENT LETTER. WANTS PROOF FROM CENTRAL BANK. \$4,126.10 \$19,370.93 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$5,917.13 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$3,200.00 \$4,755.95 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$5,776.45 \$5,776.45 \$5,776.45 \$5,776.45 \$1,075,661.42 \$2,705,661.42		CONTACTED ME TO PAY 1/11/2017. WAITING FOR CALL BACK.	\$13,917.40	\$424,150.00	\$1,767.29	\$151,987.13	36%	
WILL NOT RETURN CALLS. BRODSKY'S FRIEND \$4,288.50 REACHED OUT TO HIM 1/5/2016 AND L/M \$52,817.37 ATTORNEY SENT LETTER. WANTS PROOF FROM CENTRAL BANK. \$41,156.10 \$19,370.93 \$19,370.93 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$8,478.50 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$3,200.00 \$14,791.66 \$5,760.45 \$2,760.45 \$2,760.45 \$1,075,661.42 \$2,700.60			\$16,942.02	\$458,150.00	\$1,908.96	\$164,170.36	36%	
REACHED OUT TO HIM 1/5/2016 AND L/M \$52,817.37		WILL NOT RETURN CALLS. BRODSKY'S FRIEND	\$4,288.50	\$27,253.66	\$476.50	\$9,619.06	35%	
### ATTORNEY SENT LETTER. WANT5 PROOF FROM CENTRAL BANK. \$41,156.10 \$19,370.93 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$8,478.50 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$3,200.00 \$14,791.66 \$14,791.66 \$2,760.45 \$2,760.45	Ì	REACHED OUT TO HIM 1/5/2016 AND L/M	\$52,817.37	\$357,075.00	\$5,951.25	\$124,976.25	35%	
\$19,370.93 SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF \$8,478.50 \$2,350.23 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$3,200.00 \$14,755.95 \$14,791.66 \$51,760.45 \$2,760.45	l	ATTORNEY SENT LETTER. WANTS PROOF FROM CENTRAL BANK.	\$41,156.10	\$315,000.00	\$4,064.80	\$109,749.60	35%	
\$8,478.50 \$8,478.50 \$5,917.13 \$5,917.13 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.23 \$2,350.20 \$2,350			\$19,370.93	\$314,300.00	\$2,182.64	\$109,131.92	35%	
\$5,917.13 \$2,350.23 \$2,350.23 \$4,255.95 \$2,350.20 \$2,350		SAYS HE HAD AN AGREEMENT WITH ROD TO HOLD OFF	\$8,478.50	\$181,300.00	\$1,094.00	\$62,377.77	34%	
\$2,350.23 \$4,255.95 Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$3,200.00 \$14,791.66 \$9,626.18 \$2,760.45 \$2,760.45			\$5,917.13	\$135,150.00	96.089\$	\$45,863.80	34%	
\$4,255.95. Can pay a portion now and more when she receives tax refund. Will call me Friday with amount. \$3,200.00 \$14,791.66 \$14,7			\$2,350.23	\$119,250.00	\$220.22	\$38,564.02	32%	
\$3,200.00 \$14,791.66 \$9,626.18 \$2,760.45 \$1,075,661.42 \$22	ا م		\$4,255.95	\$100,000.00	\$480.50	\$30,270.88	30%	
72\$		Can pay a portion now and more when she receives tax refund. Will call me Friday with amount.	\$3,200.00	\$60,000.00	\$400.00	\$17,600.00	29%	
\$9,626.18 \$2,760.45 \$1,075,661.42 \$22			\$14,791.66	\$200,000.00	\$1,666.67	\$46,666.55	23%	
\$2,760.45			\$9,626.18	\$167,920.00	\$1,084.64	\$31,271.87	19%	
			\$2,760.45	\$145,000.00	\$935.19	\$24,567.19	17%	
			\$1,075,661.42	\$22,926,815.57	\$130,075.47	\$16,566,754.02		

Exhibit 2-b

From: Andris pukke <ekkup@msn.com> Sent: Friday, August 17, 2018 10:46 AM

To: Abe Abeliouny <abe@buyinternational.com>
Cc: Rod Kazazi Eco-Futures <rod@eco-futures.com>

Subject: Re: Management Report

Rod, did anybody try to renegotiate his deal and turn it into a financed deal? Just curious what happened with him.

Sent from my iPhone

On Aug 17, 2018, at 1:41 PM, Abe Abeliouny <abe@buyinternational.com> wrote:

Hi Andi,

For the \$45,125 from Client , \$33K will hit our account today and the remaining blance is moved until 08/31.

The \$195,870 is breakdown as per below:

- Client was terminated as he is not able to come up with the down payment of \$159,370
- Client has requested to postpone the payment date until 08/31 for \$36,500

Regards,

Abe

From: Andris pukke < ekkup@msn.com>
Sent: Friday, August 17, 2018 10:08 AM

To: Abe Abeliouny <abe@buyinternational.com>
Cc: Rod Kazazi Eco-Futures <rod@eco-futures.com>

Subject: Re: Management Report

Did we receive the \$45k from yesterday? Also, any news on the \$195K from the day before. I know it was a "low" likelihood but it disappeared from the list and I don't see any notes as to the status of it. Thanks!!

Sent from my iPhone

On Aug 17, 2018, at 12:57 PM, Abe Abeliouny <abe@buyinternational.com> wrote:

Good Morning,

Exhibit 2-c

----Original Message----

From: Andris pukke <ekkup@msn.com> Sent: Tuesday, September 04, 2018 1:18 PM To: Jesse Jaime <jesse@eco-futures.com>

Cc: Rod Kazazi Eco-Futures <rod@eco-futures.com>; Abe Abeliouny <abe@buyinternational.com>; Kathleen Whitlow

<kathleen@eco-futures.com>

Subject: Re: Management Report 9-4-2018

Thanks. Please include October's scheduled down payments on the report. As I mentioned, I always want to see the current month as well as the following month.

Sent from my iPhone

- > On Sep 4, 2018, at 11:05 PM, Jesse Jaime <jesse@eco-futures.com> wrote: >
- > Hello all,
- > Please find attached todays current reporting.
- > Regards,
- >
- > JESSE A. JAIME
- > Contract Administrator
- > Eco-Futures
- > LCO-1 utules
- > <Cash Flow Forecast 09-04-2018.xls>
- > <Management Report 09-04-2018.pdf>

Exhibit 2-d

From: Andris <ekkup@msn.com>

Sent: Saturday, January 17, 2015 4:52 PM

To: Luke Chadwick < luke.chadwick@kanantikbelize.com>

Cc: External Chad Harting <belizechad@gmail.com>; Rod Kazazi <rod@gpadevelopers.com>

Subject: Re: Mark

Shoot for the 10 and see what happens. Just tell him that 9 months is a long ways away and that the whole phase will be sold out before then.

Sent from my iPhone

On Jan 17, 2015, at 4:48 PM, Luke Chadwick < luke.chadwick@kanantikbelize.com wrote:

I'd say \$10K. September is 9 months away.

Thoughts?

Sent from my iPhone

On Jan 17, 2015, at 4:43 PM, Chad Harting < belizechad@gmail.com > wrote:

No, strict orders from Gail so looks like I'm going to have to respect that. I'll try again before going the 5k res route tho

On Saturday, January 17, 2015, Andris < ekkup@msn.com> wrote:

Green light but with another \$5k as you suggested. He won't sign a contract with a back out clause for Aug?

Sent from my iPhone

On Jan 17, 2015, at 4:24 PM, Chad Harting

belizechad@gmail.com> wrote:

Mark can't/won't sign anything without his wife, Gail. Gail had to cancel at the last minute do to work. He wants to hold on to his lot but can't get back with Gail until September. I told him we might be able to hold it for him with an extra 5k but we can't hold the price. He says he'd pay cash in September when Gail approves. He's digging everything. Green light or hit the bricks?

Chad Harting

Tour Director Sanctuary/Kanantik Belize

chad@sanctuarybelize.com

or

belizechad@gmail.com

100 All Pines Road Stann Creek, Belize

--

Chad Harting Tour Director Sanctuary Belize

Exhibit 2-e

From: Andris <ekkup@msn.com>
Sent: Monday, April 28, 2014 7:50 PM

To: Clara Navarrete <clarainbelize@gmail.com>

Cc: Cristie De Los Reyes <cristie@sanctuarybelize.com>; Luke Chadwick <luke@sanctuarybelize.com>; Rod Kazazi

<rod@gpadevelopers.com>; Brandi Greenfield <brandi@sanctuarybelize.com>; Johnny Usher

<johnusher758@gmail.com>; Sandi Kuhns <sandi@sanctuarybelize.com>; Jeff Moseley <jeff@sanctuarybelize.com>; sbelize@me.com; Chad Harting <chad@sanctuarybelize.com>; Mark Rademaker <mark@sanctuarybelize.com>; Mario

Navarrete <mario@sanctuarybelize.com>; Frank Costanzo-Connelly <frank@sanctuarybelize.com>

Subject: Re: Tour_Status_Update: April 25-29

Thanks. Does have a 7 day rescission? The notes contradict the spreadsheet. Also, if his funds aren't due until Dec, we definitely need at least \$10k as a down payment. Anything past 30 days requires a minimum of \$10k. Thanks!!

Sent from my iPhone

On Apr 28, 2014, at 7:38 PM, "Clara Navarrete" < clarainbelize@gmail.com> wrote:

<Tour_Status_Update_Template copy 2.xlsx>

CLARA NAVARRETE
Tour Coordinator
Sanctuary Belize
An Eco-Futures Development
www.sanctuarybelize.com

Belize Mobile: (501) 660-4622 clara@sanctuarybelize.com clarainbelize@gmail.com

Sent from my iPad

Exhibit 2-f

From: Andris P <ekkup@msn.com>

Sent: Friday, September 13, 2013 8:48 AM

To: Luke Chadwick < lchadwick101@gmail.com>
Cc: Rod Kazazi < Rod@gpadevelopers.com>

Subject: RE: Wire status

I think she's aware of this but frankly, I don't care. If she starts creating a problem, have someone drag her the fuck out of there. I've had it with this bitch!!

CC: rod@gpadevelopers.com From: lchadwick101@gmail.com

Subject: Re: Wire status

Date: Fri, 13 Sep 2013 08:39:11 -0700

To: ekkup@msn.com

Has she been made aware if this?

I just worry that she could become a problem on the tour (Sat lunch) if she isn't set straight.

Rod - have you communicated this to her?

Thanks!

Luke.

Check out what my passion in life is: http://www.sanctuarybelize.com
http://www.kanantik.com

Sent from my iPhone (please excuse any typos).

On Sep 13, 2013, at 8:33 AM, Andris P < ekkup@msn.com > wrote:

We funded a construction loan, lot a personal loan to Amy. Until the issue with her builder (EBT) is resolved and it's determined who owes what to whom, we're not advancing any funds on the construction loan.

Case 1:18-cv-03309-PJM Document 219-2 Filed 02/22/19 Page 18 of 34 Thanks!

Subject: Fwd: Wire status

From: <u>lchadwick101@gmail.com</u>
Date: Fri, 13 Sep 2013 06:44:27 -0700

To: rod@gpadevelopers.com; ekkup@msn.com

Guys,

What are we doing with Amy?

Thanks!

Luke.

Check out what my passion in life is: http://www.sanctuarybelize.com

http://www.kanantik.com

Sent from my iPhone (please excuse any typos).

Begin forwarded message:

From: "Amy l n>

Date: September 13, 2013, 6:33:46 AM PDT

To: "Amy ! >,

<rod@gpadevelopers.com>, <rodkazazi@gmail.com>

Cc: "Luke Chadwick" < luke@sanctuarybelize.com >, < lchadwick101@gmail.com >

Subject: RE: Wire status

Rod,

I'm still waiting for the professional courtesy of a reply from you. It has been over a month since I requested the loan advance and two weeks since you have corresponded with me. In looking at past timeframes to pay draw requests, this request has exceeded the average time by 50%. Why is this transaction so different? I certainly do hope that my dispute with EBT/Kathman has nothing to do with this because as the Lender, your concern is strictly with the completion of the house.

Certainly with the amount of time lapsed, there shouldn't be any reason to withhold payment at this point. And, when it comes to your budget this loan is a line item that should have been a factor all along.

Finally, I have subs waiting to be paid and need to finish items that are critical now that the house is on the market.

Case 1:18-cv-03309-PJM Document 219-2 Filed 02/22/19 Page 19 of 34 I expect to receive the wire transaction by COB today. I await your confirmation.

Thank you, Amy
"We do not inherit the earth from our ancestors, we borrow it from our children." Anonymous
<image003.png></image003.png>
From: Amy I Sent: Wednesday, September 04, 2013 10:59 AM To: 'rod@gpadevelopers.com'; 'rodkazazi@gmail.com' Cc: 'Luke Chadwick'; 'lchadwick101@gmail.com' Subject: RE: Wire status Importance: High
Rod,
I'm still waiting for a reply about the timeframe for processing this loan advance which I would expect to occur this week. As a reminder, I made the draw request three weeks ago (8/12/13) and don't feel it is unreasonable to expect to have the money at my access by now.
Again, I have workers lined up, including an electrician who needs to make significant corrections to bring the electrical up to building code.
Please give me the courtesy of a reply by the close of business today.
Thank you, Amy
"We do not inherit the earth from our ancestors, we borrow it from our children." Anonymous
<image004.png></image004.png>

From: Amy I Sent: Thursday, August 29, 2013 2:58 PM

To: 'rod@gpadevelopers.com'; 'rodkazazi@gmail.com'

Case 1:18-cv-03309-PJM Document 219-2 Filed 02/22/19 Page 20 of 34

Cc: 'Luke Chadwick'; 'lchadwick101@gmail.com'

Subject: RE: Wire status **Importance:** High

Rod,

Actually this is not acceptable to me. Your timing on delaying this disbursement is very troubling to me.

I understand how budgets work. However, I have a loan with Eco-Futures and the commitment is to funding the loan as construction takes place. I too have a budget and I must pay the contractors that are finishing my home as well as any final bill payments to EBT. This house was supposed to be done in 6 months and it is now over 18 months since it was started and it is still not completed. Further delays in funding the loan will only cause further delays in getting it done.

Please give me a firm date as to when you will be able to fund the balance of my loan. I certainly hope that it is no longer than the beginning

Exhibit 2-g

From: Andris P <ekkup@msn.com>
Sent: Tuesday, August 13, 2013 8:45 AM
To: David Hadlum <dhadlum69@gmail.com>

Cc: Julie Hadlum <jlhadlum@gmail.com>; john usher <johnusher758@gmail.com>; Luke Chadwick

<luke@sanctuarybelize.com>; Rod Kazazi <Rod@gpadevelopers.com>; Brandi Greenfield

<brandi@sanctuarybelize.com>; External Chad Harting <belizechad@gmail.com>

Subject: RE: Tour_Status_Update_August 9-13

I want to make sure everyone is on the same page regarding the contract policy, down payments, etc. as there seems to be some confusion.

We don't consider a deal done unless both a contract is signed AND at the time of signing, and at least \$5K is given as a partial down payment or a previously given deposit goes hard (becomes non-refundable). Without BOTH an executed contract and at least \$5K going hard, we won't take a lot off of the market regardless of the inventory availability.

The general policy is that we need a minimum of \$5K per lot as a partial downpayment. If they don't have a deposit in house already and don't have a check with them, process the \$5K on a credit card at Kanantik. Again, in special circumstances (i.e.: not enough available credit on a credit card, etc) we'll agree to take less but again it needs special approval. Due to our rapidly increasing sales numbers, we absolutely can't take lots out of inventory for an extended period of time without a minimum of \$5K going hard.

If a client doesn't have the ability to give \$5K at the time of signing (i.e.: no check with them or not enough available credit on a cc'd), in special occasions (and it requires approval from me) we'll give them a courtesy 72 hour hold on the lot to give them some time to get home and send it. However, you need to let them know that if they don't send it within 72 hours, the lot will go back into inventory and may be sold to someone else. This policy applies to all deals, including IRA's.

Brandi, it probably makes sense for you to make sure every client is aware of the policy before they go on tour so they're better prepared to make the down payment when they get there.

Thanks again and please let me know if you have any questions.

Case 1:18-cv-03309-PJM Document 219-2 Filed 02/22/19 Page 23 of 34

Subject: Re: Tour_Status_Update_August 9-13

From: dhadlum69@gmail.com

Date: Mon, 12 Aug 2013 22:47:33 -0600

CC: jlhadlum@gmail.com; johnusher758@gmail.com; luke@sanctuarybelize.com; rod@gpadevelopers.com;

brandi@sanctuarybelize.com; belizechad@gmail.com; belizechad@gmail.com

To: ekkup@msn.com

Hi Andi,

Bruce didn't want to mix his funds for a down payment with his IRA funds. Chad said he had an email from you saying that we could give him 30 days to get the money from his IRA so I did that. He has spoken with Ryan today and it all seems to be ok to move ahead with, Bruce is going to speak with Ryan on Wednesday and provide Ryan with some details that he sled for. It didn't seem like he was leading us on, he has been very straight with us all weekend.

These are lots that we are not short of in the new area of Northridge, I didn't think it would be as vital as Sapodilla as we are short of stock there. I will speak with him in the morning and cancel them if you like.

Thanks

David Hadlum
Senior Investment Consultant
SANCTUARY BELIZE
An Eco-Futures, Inc. Development

+501 666 6983 david.hadlum@sanctuarybelize.com

www.sanctuarybelize.com



On Aug 12, 2013, at 10:04 PM, Andris P < ekkup@msn.com> wrote:

I understand that but they should be included in the down payment total since they're cash buyers.

Did you guys try to get any down payment from them? To be honest, I'm not sure I want to keep those two lots off the market with no money in house while they work on the IRA. What happens if we wait until October and they back out? Frankly, the contract really doesn't mean much without some money changing hands.

```
CC: johnusher758@gmail.com; luke@sanctuarybelize.com; rod@gpadevelopers.com; brandi@s
anctuarybelize.com;david.hadlum@sanctuarybelize.com; belizechad@gmail.com
> From: jlhadlum@gmail.com
> Subject: Re: Tour Status_Update August 9-13
> Date: Mon, 12 Aug 2013 21:31:59 -0600
> To: ekkup@msn.com
> Hi Andris,
> They have been given 60 days to get their monies out of their IRA, due date 11 October 2013
for monies in. No down payments.
>
> Cheers
> Julie
>
> Sent from my iPad
> On Aug 12, 2013, at 9:21 PM, Andris P < <a href="mailto:ekkup@msn.com">ekkup@msn.com</a>> wrote:
>> Thanks. Two questions. Did
                                    give any down payment? Why didn't their cash purchases
appear on the total down payment list?
>>
>> Sent from my iPhone
>>
>> On Aug 12, 2013, at 8:15 PM, "Julie Hadlum" < ilhadlum@gmail.com> wrote:
>>> Hi all, attached for your information.
>>>
>>> Cheers
>>> Julie
> >>
>>> <Tour_Status_Update_August 9-13.pdf>
>>>
> >>
> >>
```

>>> Sent from my iPad

Exhibit 2-h

----Original Message-----

From: Andris P <ekkup@msn.com> Sent: Sunday, July 07, 2013 8:58 PM

To: David Hadlum < dhadlum 69@gmail.com>

Cc: Luke Chadwick < luke@sanctuarybelize.com>; Julie Hadlum < jlhadlum@gmail.com>; johnusher758@gmail.com; Rod

Kazazi <Rod@gpadevelopers.com>; Brandi Greenfield <brandi@sanctuarybelize.com>

Subject: Re: Tour_Status_Update 5-9 July

That's only if there is absolutely no way they'll agree to the lot purchase / future condo swap. If they refuse that deal, you can take the 10k deposit on the condo but let them know that the first right of refusal goes to existing lot owners. If the condos don't sell out to existing lot owners, the people with 10k deposits can purchase them. There's no guarantee however that there will be any left. Obviously they'd get their deposits back if that was the case but they're much better off with the lot purchase deal if they want a guarantee. Plus, they'll make money on the lot in the meantime.

Sent from my iPhone

On Jul 7, 2013, at 8:40 PM, "David Hadlum" < dhadlum69@gmail.com> wrote:

- > Hi Guys,
- > Yes Robert has told me that all we do for people that want a Condo or Town house is take a \$10,000 reservation to put them in the que to select what they want when its ready.
- > Im also told that the Town homes will be getting started in the next few months and details will be available soon.
- > I feel that I have a solution for the sale of town homes that I can go through with you some time soon.
- > Thanks
-

>

- > David Hadlum
- > Senior Investment Consultant
- > SANCTUARY BELIZE
- > An Eco-Futures, Inc. Development
- > +501 666 6983
- > day id badlum @aanatus
- > david.hadlum@sanctuarybelize.com
- > www.sanctuarybelize.com
- > >

> On Jul 7, 2013, at 8:55 AM, Luke Chadwick < luke@sanctuarybelize.com> wrote:

```
>> Agreed entirely.
>>
>> Frankly I'm not even sure where this idea came from to take $10K deposits on condos and town homes (Schafnitz??).
Anyhow, regardless of the who, it's certainly counterproductive to what we are trying to do, which is sell lots and have
them build houses.
>>
>> As we have seen repeatedly for the last few months, we have people coming down with this mindset, but as we've
also seen, it's reasonably easy to turn them around when they are there and obviously see we are quite some time away
from having any vertical product.
>>
>> We'll make sure it's corrected up here, and you guys need to set them straight down there that they should be
investing in a lot that could be rolled over to a condo or town home when the time is right.
>>
>> Thanks!
>>
>> Luke.
>>
>> Check out what my passion in life is:
>> http://www.sanctuarybelize.com
>> http://www.kanantik.com
>>
>> Sent from my iPhone (please excuse any typos).
>> On Jul 6, 2013, at 8:27 PM, Andris P <ekkup@msn.com> wrote:
>>
>>> Thanks for the update but we need to get those people off of the condo/townhouse idea. It seems to be a common
issue lately. I'm glad that they're interested in them but all it will do is delay their purchase. Please let them all know that
the condos will be sold on a "first right of refusal" basis to existing lot owners and that they'll probably sell out before
offered to the public. Therefore, let them know that if they want one, they need to purchase a lot first and then they can
trade the lot equity for a condo when they're available. Otherwise, they most likely wont get one. Thanks!!
>>>
>>> Sent from my iPhone
>>> On Jul 6, 2013, at 8:08 PM, "Julie Hadlum" <i lihadlum@gmail.com> wrote:
>>>
>>>>
>>>> Attached FYI.
>>>>
>>>> Cheers
>>>> Julie
>>>> <Tour_Status_Update_5-9 July .pdf>
>>>>
>>>>
>>>>
>>>> Sent from my iPad
```

>

> <image002.jpg>

Exhibit 2-i

From: Andris P <ekkup@msn.com>

Sent: Tuesday, September 25, 2012 8:02 AM

To: john usher <johnusher758@gmail.com>; Rod Kazazi <Rod@gpadevelopers.com>

Subject: RE: Conference call with Rod

Please instruct Yvette to work on the BZ fixed expense report as Rod requested. It's not her decision which "assignments to work on" and which to put off until later. I can appreciate her desire to finish the more important assignments (such as GST) first, but she's incorrect in thinking that providing Rod with that information will distract him. He and I can certainly handle both issues simultaneously and I really need the BZ fixed expenses in order to finish the budgets that I've been working on. That report should take her relatively little time since we only need estimates.

Again, the delay in Rod getting her the EF info isn't entirely due to his heavy workload and not having the time. If I understand things correctly, it's predominantly due to him waiting for the info from the bank which he ordered.

Thanks and I'll call you in a few.

From: johnusher758@gmail.com

To: ekkup@msn.com

Subject: Fwd: Conference call with Rod Date: Tue, 25 Sep 2012 02:38:08 -0600

FYI Sent from my iPad

Begin forwarded message:

From: Guild & Guild Consulting < quildandquild@hotmail.com>

Date: September 24, 2012 7:17:20 PM CST

To: <Johnusher758@gmail.com>, <mirna@sanctuarybelize.com>, <rod@gpadevelopers.com>

Subject: Conference call with Rod

Good Evening:

Rod had requested a conference call on Monday September 17th at 3:00 pm our time. More or less at that appointed time, Rod made multiple attempts to connect with me but the lines were giving trouble. I could hear him but he could not hear me. Finally at 3:16 pm he got through to me with a clear connection and explained the he was not able to connect me to the conference call so we would have our discussion one on one.

He proceeded to asked me about information that I needed and I responded as I always do, pointing out that I am currently at a standstill because I have processed all the Belize activity and I am now awaiting the USA activity to be able to proceed. He then explained that the accounting records of Eco Futures Development Inc. (EFDI) and Global Property Alliance (GPA) were comingled in the one QuickBooks file and what he was currently doing is extracting the information that only belongs to EFDI to be able to

Case 1:18-cv-03309-PJM Document 219-2 Filed 02/22/19 Page 30 of 34 send only that to me. Even though the accounting records of both EFDI and GPA were comingled in the same QuickBooks file, he had previously established in our meeting at Robert's Grove on August 25th that EFDI had its own bank account. So basically in the QuickBooks file there should have been two bank accounts - one for EFDI with only EFDI's activity and one for GPA with only GPA activity. This means that generating a report with information just from the EFDI's bank account should be guick and easy as well as give us most of what we need. There is probably the odd deposit and or payment made for/on behalf of EDFI but went into/out of GPA's bank account. He can ferret those out and send them to me afterwards. He further explained that he is new to all this, that he is overwhelmed with assignments, he has no assistance/help to delegate assignments to, he is behind on a number of tasks, and that he would have my assignment completed as guickly as he could but that it would take a while yet for the reasons previously mentioned. I took this opportunity to point out to him that at the meeting at Robert's Grove he had said that the two older QuickBooks files (2010 and 2011) were already in Mirna's **dropbox**. And at no point during that conversation did he make mention of all this file manipulation being required. During that meeting I had requested copies of the bank statements, cancelled checks, check stubs, and all other supporting documentation which is how the conversation of getting copies from the bank came up. At no point during this conversation did he explain that the files were not imminently ready. I then asked about information from the current QuickBooks file (2012) and he confirmed that that information is not reconciled so he cannot share it with me. The last and only report I have received from this file is January to April 2012. He had also sent a partial report for May. This means that the information I am missing from the current QuickBooks file is May to August 2012. He then asked me about t sales contracts and the corresponding GST information. He said that this information was put in Mirna's dropbox and she should have everything she needed to do her GST calculations. I responded by saying that Mirna would have to confirm what she has and has not received as I have no access to the dropbox and had not yet received an update from Mirna on this. I asked him to follow up directly with Mirna on this.

The last point of discussion was him asking me about an email he had sent to me some time ago. He had requested information relating to expenditure in Belize. He and his boss were trying to get a feel for what the cash flow needs in Belize were so they could plan on what transfers would be made from the USA to be able to meet those needs. I explained to him that I have not worked on that assignment yet as that was not a priority for me. My priority was getting the current assignment completed – getting and processing the USA information for EFDI so I can have a completed file that is reconciled and up to date. I explained that as soon as I get the info I had requested from him, I would provide him with the information he needs. Providing him with the info he needs means that he will utilize his time to work on that assignment and not mine.

This is all that was discussed in our phone conversation, which puts me no closer to having the information I need and therefore having my assignment completed. Thanks,

Yvette

Exhibit 2-j

From: Andris <ekkup@msn.com>

Sent: Thursday, August 07, 2014 6:35 PM To: Rod Kazazi <rod@gpadevelopers.com>

Subject: Re: Wire

Cool buddy. No problem. I know it's tough to keep on top of everything while you're away. I hope you're having a good time and I'll see you soon. Don't worry, everything is fine here.

Sent from my iPhone

On Aug 7, 2014, at 3:21 PM, "Rod Kazazi" < rod@gpadevelopers.com > wrote:

The only big wire is Vi and Cleo, but we have the funds to cover both for now. Plus we have more funds due mid month, for both our regular stuff and Johnny. I will set it up but it probably wont go out until tomorrow.

Sorry about any delays in getting back to you and getting things done while I'm away. This time difference has me all messed up.

Although I'm enjoying my time here, I can't wait to get home.

Hope all is well!

Sent from Windows Mail

From: Andris P (ekkup@msn.com)

Sent: Thursday, August 7, 2014 10:06 AM

To: Rod Kazazi

Hey buddy. Can you send a wire to JV for \$100? I'm not sure if you have any other big payments to make but I need to get him a payment if possible. Let me know if you can swing that.

Thanks!!

Exhibit 2-k

From: Andris pukke <ekkup@msn.com>
Sent: Wednesday, October 17, 2018 6:40 PM
To: Peter Baker <peterbakerx@gmail.com>

Cc: Rod Kazazi Eco-Futures < rod@eco-futures.com>

Subject: Re: generator project

Of course have them get it.

Sent from my iPhone

On Oct 17, 2018, at 6:38 PM, Peter Baker < peterbakerx@gmail.com > wrote:

----- Forwarded message -----

From: Erwin Contreras < erwin@eco-futures.com >

Date: Wed, Oct 17, 2018 at 8:51 AM

Subject: generator project

To: Alfonso Bailey Eco-Futures <alfonso@eco-futures.com>

Cc: Dian Williams < dian@eco-futures.com>, Peter Baker < peterbakerx@gmail.com>, Elio Rash

<elio@eco-futures.com>

Good morning all,

I was informed that the wire to complete the connection to the security office is short. The reason for this is that we thought the wire from the transfer switch to the generator at Peter's home ran diagonally but that wasn't the case. The wire followed the lot line parallel to the road and went through the beaten path close to ABM office. We believe that 50ft+ were added to each leg and we have six legs; making the wire short by almost 300ft or if not more. We now need to purchase a 550ft long 1/0 wire to complete the project. The approximate cost for this wire is \$3200. We still have money left that was provided for the project. I would like approval to proceed with the order of the wire as soon as possible. I will ask Elio to check if Kenny has the wire.

The remainder wire will be used for the beach club connection.

Case 1:18-cv-03309-PJM Document 219-3 Filed 02/22/19 Page 2 of 2

Brick Kane

From: peter baker <peterbakerx@yahoo.com>

Sent: Thursday, November 29, 2018 12:05 PM

To: Brick Kane **Subject:** Fwd: Belize

Begin forwarded message:

From: Stephen Choi <stephen@choisite.com>

Date: Mar 16, 2015 at 8:52 AM

To: peter baker < peterbakerx@yahoo.com >

Subject: Re: Belize

you guys ever do any banking in Belize?

On Thu, Feb 19, 2015 at 2:34 PM, Peter Baker < peterbakerx@yahoo.com wrote:
10%. Just had a great meeting with your brother. Would love to get you to our office as well.
He mentioned your project in Tamarindo. Sounds like a good fit for us. Let's get together and discuss soon!

Sent from my iPhone

On Feb 19, 2015, at 12:13 PM, Stephen Choi < stephen@choisite.com > wrote:

Remind me how much of this project I own?

Payees	Recorded on the Books as	Buy Belize	Buy International	Global Property Alliance	Eco-Futures Development	Foundation Development Management	Newport Land Group	Total
In connection with John Vipulis: John Vipulis John Vipulis	Loan (John Valdis Vipulis) Due to Eco Futures Belize	, , ∽	ı ı	\$2,757,040.00	\$ 1,450,000.00	· ·		
John Vipulis	Due from Eco Futures Development	, ,	, ,	50 509 5	1 1	100,000.00		
Subtotal	Loan (John Values Vipuns)	•	•	2,762,735.05	1,450,000.00	100,000.00	•	\$ 4,312,735.05
In connection directly with Pukke and his family members:								
Pukke	Commission advance	25,000.00	•	•	•	1	•	
Pukke	Salary & payroll	15,924.90	•	•	•	•	•	
Pukke	Travel & outside service	7,000.00	•	•	•	•	•	
Outsource.com (Note 2)	Online advertising expense	•	•	801,420.00	•	•	•	
Outsource.com (Note 2)	Professional fees	•	448,000.00	1	1	ı	•	
Wedding Solutions, investment under								
(Note 3)	Loan receivable	•	350,000.00	•	,	•	•	
Chivalry Inc., investment under the								
the name of Chittenden (Note 4)	Loan receivable	•	205,000.00	1	•	•	1	
Tesla Motors Inc. (for Pukke)	Owner's draw	ı		41,030.88	•	•	1	
Skytree Capital Partners, investment								
of Pukke	Consulting fees	•	1	•	100,000.00	•	1	
Attorney.com LLC, investment								
of Pukke	Legal fees	,	•	85,000.00	•	•	I	
Chittenden	Business development	•	•	222,500.00	•	•	•	
Chittenden	Professional fees	1	•	30,000.00	•	1	1	
Beach Bunny Holdings LLC, a								
company of Chittenden	Due from Beach Bunny	•	•	115,000.00	•	•	•	
Children of Pukke	Owner's draw	,	114,680.00	129,256.00	•	•	1	
Ex-wife of Pukke	Owner's draw	•	63,500.00	93,000.00	•	•	•	
Ex-wife of Pukke	Loan payment	•	•	3,000.00	•	•	•	
Estate of John Pukke	Consulting	1		329,500.00	1	•	•	

Recorded on the Books as
- 00 700 77
l
Loan (John Valdis Vipulis) Media Spend Media Spend and others
1
ı
Inventory - Bahamas Inventory - Dominican Republic
1
American Student Services and others Due from Brandon S LLC
Due from Nutriment.com LLC
Due from 2729 Bristol LLC

Newport Land Group Total	1	1	1	1	1	1	1			1		1	ı		,	1		- 3,211,788.37	\$1,269,865.85 \$15,945,341.92
Foundation I Development Management		•	•	•	•	•	•	-		•			ı		•	,		-	\$ 131,500.00 \$1.
Eco-Futures Development	1	•	•	•	•	•	•		•	•		,	1		•	500,000.00		500,000.00	\$2,104,000.00
Global Property Alliance	ı	583,508.11	419,732.34	404,502.30	22,868.00	22,057.00	14,521.50		5,000.00	3,150.00		30,816.00	1		218,053.43	1		1,724,208.68	\$9,529,114.91
Buy International	470.00	1	•	•	•	•	•		•	•		,	12,400.00		1	1		987,579.69	\$ 2,862,936.26
Buy Belize	1	1	1	ſ	,	1	ı		ı	ı		1	,		,	•		,	\$47,924.90
Recorded on the Books as	Due from 2 Via Terracaleta	Due from PMS	Due from Coldwell Banker	Due from Nutriment/MaleMax	Due from The Bannon Group	Due from Biltong	Due from Canada Group	Due from FreeChoice Founda-	tion	Due from Prison Professor	Due from Pandora/TS	Compliance	Loan receivable		Due from Prudent Choice	Prepaid rent			
Payees	Incorporated.com and other SoCal Socialite, PMS Fairies, and	others	Various	Nutriment.com and others	Bill Bannon and Nadeen Srouii	Various	Prudent Choice, LLC and Tod Hall	Brian Laporte		Inspire Minds Media, Inc.	Various		Pukke's friend (a car loan)	A company owned by Pukke's	friend	Fidelity National Title Company	•	Subtotal	Total

See Notes to Summary of Payments in Connection with Pukke.

1. PAYMENT TO MILROY AND COMPANY

The \$5,695.05 payment to Milroy and Company may have been mis-recorded on the books as a loan to John Vipulis.

2. PAYMENTS TO OUTSOURCE.COM

Pukke invested in Outsource.com which was subsequently merged with another company and was renamed Remote.com. Payments to Outsource.com for Pukke are summarized as follows:

Payors	Amounts
Global Property Alliance (recorded on the books as online advertising expense)	\$ 801,420.00
Buy International (recorded on the books as professional fees)	448,000.00
Frond Car Dodge	1,249,420.00
Foundation Partners	402,000.00
	<u>\$1,651,420.00</u>

Pukke invested in Outsource.com but the investment was in Chittenden's name.

Pukke is the beneficial account holder of a Wells Fargo account of Foundation Partners. The Temporary Receiver has reviewed the activities of this Wells Fargo account and currently cannot determine whether the deposits into the account were related to the Receivership Entities.

The \$402,000 payment to Outsource.com by Foundation Partners was made from the Wells Fargo account and is not included in the Summary of Payments in Connection with Pukke (the Summary).

3. PAYMENTS TO ONLINE WEDDING SOLUTIONS, INC. (WEDDING SOLUTIONS)

The CEO of Wedding Solutions stated to the Temporary Receiver that Chittenden currently holds a 21.829% ownership interest in Wedding Solutions arising from the following payments received by Wedding Solutions:

Payors	Amounts
Buy International	\$ 350,000.00
Remote.com	\$ 300,000.00
Pandora Marketing LLC	125,000.00
Beach Bunny Holdings	100,000.00
Foundation Partners	100,000.00 625,000.00
	\$ 975,000.00

As described in Note 2 above, Outsource.com merged with another company and was renamed Remote.com. Outsource.com received \$1,249,420 from the Receivership Entities. Therefore, the payment of \$300,000 by Remote.com to Wedding Solutions is not included in the Summary.

The Receivership Entities had \$166,055 in "due from" Pandora Marketing LLC, of which \$135,239 was paid to Power Haus Marketing and \$30,816 was paid to nonrelated parties for Pandora Marketing LLC. The two amounts, \$135,239 (see Note 5) and \$30,816, have already been included in the Summary. Therefore, the payment of \$125,000 by Pandora Marketing LLC to Wedding Solutions is not included in the Summary.

The Receivership Entities paid \$115,000 to Beach Bunny Holdings. This amount has already been included in the Summary. Therefore, the payment of \$100,000 by Beach Bunny Holdings to Wedding Solutions is not included in the Summary.

The \$100,000 payment to Wedding Solutions by Foundation Partners was made from the Wells Fargo account (see Note 2) and therefore is not included in the Summary.

4. PAYMENTS TO CHIVALRY INC.

The CEO of Chivalry Inc. stated to the Temporary Receiver that Pukke invested in Chivalry Inc., but the investment was in Chittenden's name. The following payments were made to Chivalry Inc.:

Payors	Amounts
Buy International	\$ 205,000.00
Foundation Partners	145,000.00
	<u>\$ 350,000.00</u>

The \$145,000 payment to Chivalry Inc. by Foundation Partners was made from the Wells Fargo account (see Note 2) and therefore is not included in the Summary.

5. PURCHASE AND RENOVATION EXPENSES FOR NEWPORT BEACH PROPERTY

Pukke and Chittenden purchased a real property located at 104 King's Place, Newport Beach, CA in June of 2012. Global Property Alliance paiá \$850,000 to Mariners Escrow as the down payment toward the purchase and misrecorded the payment on its books as a loan to John Vipulis.

The Temporary Receiver has acquired the payor details for renovation expenses from RDMS Inc., the contractor, and summarizes them as follows:

Payors	Amounts
Chittenden	\$2,351,160.67
Exotic Investor LLC (a Corporate Defendant owned by Chadwick)	1,300,000.00
Global Property Alliance	300,000.00
Foundation Partners	124,992.00
To be identified	24,123.00
	\$4,100,275.67

Payments by Chittenden Using Funds Received from Power Haus Marketing Inc. (Power Haus)

Receivership Entities paid Power Haus, a company registered under the name of Chittenden and operated by Pukke, as follows:

Payors

Buy International, recorded the payments as Media Spend expense		\$1,835,855.00
Global Property Alliance, recorded the		
payments as:		
Media Spend expense	\$1,240,000.00	
Marketing expense	30,000.00	
Due from Pandora/TS Compliance	135,239.00	1,405,239.00
Total payments to Power Haus by Receivership Entities		\$3,241,094.00

The Temporary Receiver has reviewed the bank records of Power Haus. The bank records showed total receipts of \$3,241,094 from the Receivership Entities. They also showed that Chittenden received \$1,007,830.25 from Power Haus. As the operating activities of Power Haus are still being investigated by Temporary Receiver, only \$1,007,830.25 of the \$2,351,160.67 renovation expenses paid by Chittenden is included in the Summary as follows:

	Payments to Power Haus	Prorated Payments to Chittenden
Buy International	\$ 1,835,855.00	\$ 570,865.95
Global Property Alliance	1,405,239.00	436,964.30
	\$3,241,094.00	\$1,007,830.25

Payments by Exotic Investor LLC

Among others, Global Property Alliance paid commissions totaling \$1,569,365.45 to Prodigy Management Group, LLC, also a Corporate Defendant owned by Chadwick. Therefore, the \$1.3 million renovation expense paid by Exotic Investor LLC to RDMS Inc. is included in the Summary.

Payments by Global Property Alliance

Global Property Alliance paid \$300,000 renovation expense to RDMS Inc. and recorded the payments as "Master planning" expense, part of the real estate development cost of the Reserve project. The \$300,000 sum paid by Global Property Alliance is included in the Summary.

Payments by Foundation Partners

Payments totaling \$124,992 to RDMS Inc. by Foundation Partners were made from the Wells Fargo account (see Note 2) and therefore is not included in the Summary.

Payment by a Payor to be Identified

The payor of the \$24,123 payment to RDMS Inc. is currently unknown to the Temporary Receiver and is therefore not included in the Summary.

Based upon the above, payments for purchase and renovation expenses for Newport Beach property to be included in the Summary are as follows:

Payors	Paid for		Amounts
Global Property Alliance	Down payment of the property	\$	850,000.00
Chittenden (received the funds			
indirectly from Buy International)	Renovation expenses		570,865.95
Chittenden (received the funds			
indirectly from Global Property Alliance)	Renovation expenses		436,964.30
Exotic Investor LLC (received the funds			
indirectly from Global Property Alliance)	Renovation expenses		1,300,000.00
Global Property Alliance	Renovation expenses	_	300,000.00
Total		<u>\$ 3</u>	3,457,830.25

SECURED PROMISSORY NOTE

THIS SECURED PROMISSORY NOTE (the "Note") is made this 10th day of November, 2017, by and between Eco-Peteres Bellies, a Belizean company ("Borrower"), and the Gordon Bartenbruck Passily Trust ("Lender").

RECITALS

Whereas, Borrower is the developer of an approximate 14,000 acre pured of land, including a 5 acre island located in the Stann Creek District of Southern Belize ("Development").

Whereas, Lender has acquired certain lots in the Development.

Whereas, both Borrower and Lender desire to transfer said less back to borrower

Whereas, Lender has loaned Borrewer funds secured by deeds of trust on land in this development.

Wherean, Lender has loaned Borrower funds for the acquisition and maintenance of the Yacht Mariab.

Whereas, Borrower has entered an agreement to purchase property in Coto de Caza, California from Lender and needs a good faith deposit of \$250,000.00 for said agreement.

AGREEMENT

NOW, THEREPORE, in consideration of the mutual covenants contained herein, it is agreed:

- PURCHASE AND SALE. Lender agrees to sell and Borrower agrees to buy all of Lender's property in the Development on an installment sale.
- LOAN CONSOLIDATION. Lender and Borrower agree to consolidate the prior loans into this installment sale loan.
- GOOD FAITH DEPOSIT. Lender and Borrower agree to include the Cote Deposit in this loan.
- 4. LOAN AMOUNT. The new loss, which will replace all prior losses, will be in the amount of FOUR MILLION SIX HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED US DOLLARS (\$4,635,500.00)
- TERM. The loan will be amortized over 20 years starting on Jacouary 1, 2018.
- b. INTEREST. The interest rate shall be 10% per year.
- 7 LOAN PAYMENTS. The monthly payments will be \$44.750.00.
- COLLATERAL. The loan shall be secured by a first deed of trust on the marine property currently known as the "honel site" including the eastern builthood of the marine and the eastern hill. This property is more accurately described in Exhibit A to this agreement. Encumbrance will be filed in Belize with the appropriate government agencies, at Borrower's expense.

CLAIM OR CONTROVERSY ARISING OUT OF THIS NOTE TO PRIVATE MEDIATION. IN THE EVENT THAT THE PARTIES ARE UNABLE TO REACH AN AMICABLE RESOLUTION TO THE DISPUTE AT THE MEDIATION, THE DISPUTE. CLAIM OR CONTROVERSY ARISING UNDER THIS NOTE SHALL BE RESOLVED BY BINDING ARBITRATION BY ONE INDEPENDENT AND IMPARTIAL ARBITRATOR, THE FEES AND EXPENSES OF ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES AND ADVANCED BY THEM FROM TIME TO TIME AS REQUIRED; PROVIDED THAT AT THE CONCLUSION OF THE ARBITRATION. THE ARBITRATOR SHALL AWARD COSTS AND EXPENSES (INCLUDING THE COSTS OF THE ARBITRATION PREVIOUSLY ADVANCED AND THE FEES AND EXPENSES OF ATTORNEYS, ACCOUNTANTS AND OTHER EXPERTS) TO THE PREVAILING PARTY. THE PARTIES AGREE THAT MANIDATORY MEDIATION IS A PRE-REQUISITE TO FILING AN ARBITRATION CLAIM, ARBITRATION SHALL BE CONDUCTED IN THE STATE OF CALIFORNIA. IN THE EVENT IT BECOMES NECESSARY TO COMMENCE LEGAL PROCEEDINGS TO EXPORCE THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ATTORNEY FEES AND COSTS, SO LONG AS THE PARTY SEEKING TO COLLECT SUCH FEES COMPLIED WITH THE MEDIATION PROVISION ABOVE IN THE EVENT THE MEDIATION PROVISION IS NOT COMPLIED WITH, SUCH NONCOMPLYING PARTY WAIVES HIS/HER/ITS RIGHT TO RECOVER ATTORNEY FEES.

- 13. AMENDMENTS. None of the terms or provision of this Note may be altured, modified or amended except as Borrower and Lenders may consent to in writing duly signed by Borrower or Lender or their authorized agents.
- 14. TIME OF ESSENCE. Time is expressly made of the ensence of this Note.
- 15 PARTIES IN INTEREST. The Note shall, except as herein otherwise provided, be binding upon and issure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

[Signature Pages to Follow]

15

9. DEFAULT. Notwithstanding unything to the contary havein, all of the following will constitute material events of default under this Note (an Event of Default), upons the occurrence of any of which, at Lender's sole election and domaind, all sums due under this Note may be accelerated: if Borrower (a) fails to make any payment under this Note when due; (b) files or has filed against it, a petition of bankruptcy which is not disminsed within 60 days thereafter; and for (c) has a receiver or transee of all or any part of Borrower's property appointed, or makes an assignment of assets for the benefit of Borrower's creditors. Borrower will premptly notify Landor of the occurrence of any of the foregoing events.

Borrower agrees to pay the following upon the occurrence of an Event of Default: (a) reasonable costs of collection; costs, expenses and attorneys' fees paid or incurred by lender in the connection with the collection or enforcement of this Note, whether or not suit is filled; and (b) costs of suit and such sum as the court may adjudge as atterneys' fees in any action to enforce payment of this Note or any part of it.

- 10. WAIVER. The failure or delay of Lender at any time(s) horoster to require florrower to comply with any of the provisions of this Note will not waive or distinish any right of Lender thereafter to domaind and receive strict compliance with any other provision. No waiver of any provision of this Note will be valid unless made in writing and signed by the party agreeing to such waiver.
- 11. REPRESENTATIONS AND WARRANTIES, Borrower represents and warrants to London and agrees as follows:
 - a. Validity Existing; Power and Authority. Borrower is a dely organized company, validly existing in good standing under the Laws of Belize and has the full legal right and authority to make this agreement and to borrow hereunder;
 - b. Burrower's Directors. Rod Kazazi has the requisite power and authority to bind florrower.
 - c. No Violation; No Branch. The execution, delivery, and performance by Borrower of this Note will not violate any provision of any law of Belize.
 - d. Due Authorization, Execution and Delivery. This Note has been duly authorized, executed and delivered and countintes binding obligations enforceable in accordance with their respective terms.
 - True, Correct and Complete Copies. Each and every document and instrument supplied to Lender in connection with the Loan constitutes a true, correct and complete copy of such document or instrument.

12 GOVERNING LAW, JURSUICTION

- APPLICABLE LAW. THE OBLIGATIONS OF BORROWER AND LENDER HEREIN ARE TO BE PERFORMED IN, AND IS BEING EXECUTED, DELIVERED AND ACCEPTED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF CALIFORNIA (WITHOUT REGARD FOR ITS CONFLICTS OF LAW PRINCIPLES), AND BY EXECUTION HEREOF BORROWER AND LENDERS EACH AGREE THAT SUCH LAWS AND DECISION OF THE STATE OF CALIFORNIA SHALL GOVERN THIS NOTE, NOTWITHSTANDING THE FACT THAT THERE MAY BE OTHER HIRISDICTIONS WHICH MAY BEAR REASONABLE RELATIONSHIP TO THE TRANSACTION CONTEMPLATED HEREIN.
- b JURISDICTION AND VENUE (ARBITRATION PROVISION), ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF THIS NOTE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE

Eco-Futures Belize, a Belizean Compa

Name: Red Kazaz;

Title: Director

Date: Nov 10, 2017

The Gordon Bariepbrock Eamily Trust

By: Mund

Name: Gordon Barimbrock

Title: Trustee

Date: Nov (0, 2017

SECURED PROMISSORY NOTE

THIS SECURED PROMISSORY NOTE (the "Note") made this 21st day of February, 2013, by and between Eco-Futures Belize Ltd, a Belizean company ("Borrower"), and CVM Corporation, a Nevis corporation ("Lenders").

RECITALS

Whereas, Borrower is the developer of an approximate 14,000-acre parcel of land, including a 5-acre Caye located in the Stann Creek District of Southern Belize and commonly known as "Sanctuary Belize."

Whereas, Lenders have agreed to provide a US\$2,500,000 loan to Borrower.

Whereas, Borrower hereby executes and delivers to Lenders this Note in accordance with the terms and conditions hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed:

- 1. THE LOAN. For value received, Borrower promises to pay to Lenders, jointly, in lawful money of the United States of America, the principal sum of Two Million, Five Hundred Thousand Dollars (\$2,500,000) (the "Loan") with interest on the principal balance outstanding at the rate of 10% per annum. The Loan shall be fully amortized over five (5) years. Principal and Interest payments of US53,117.61 shall be made monthly commencing on April 1, 2013.
- 2. **DUE DATE**: The Due Date of this Promissory Note shall be April 1, 2018.
- **PREPAYMENT FEE.** Borrower shall have the right, but not the obligation, to prepay the Loan at any time without a prepayment fee.
- 4. DEFAULT. Notwithstanding anything to the contrary herein, all of the following will constitute material events of default under this Note (an "Event of Default"), upon the occurrence of any of which, at Lenders' sole election and demand, all sums due under this Note may be accelerated: if Borrower (a) fails to make any payment under this Note when due; (b) files or has filed against it, a petition of bankruptcy which is not dismissed within sixty (60) days thereafter; and/or (c) has a receiver or trustee of all or any part of Borrower's property appointed, or makes an assignment of assets for the benefit of Borrower's creditors. Borrower will promptly notify Lenders of the occurrence of any of the foregoing events.

Borrower agrees to pay the following upon the occurrence of an Event of Default: (a) reasonable costs of collection, costs, expenses and attorneys' fees paid or incurred by Lender in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit and such sum as the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it.

In the Event of a Default, this Note shall be secured by Borrower's portfolio of loan receivables.

J-

- 5. WAIVER. The failure or delay of Lenders at any time(s) hereafter to require Borrower to comply with any of the provisions of this Note will not waive or diminish any right of Lender thereafter to demand and receive strict compliance with any other provision. No waiver of any provision of this Note will be valid unless made in writing and signed by the party agreeing to such waiver.
- **6. REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lenders and agrees as follows:
- (a) <u>Validity Existing</u>; <u>Power and Authority</u>. Borrower is a duly organized company, validly existing in good standing under the laws of Belize and has the full legal right and authority to make this Agreement and to borrow hereunder;
- **(b)** <u>Borrower's Directors</u>. Luke Chadwick and John Usher have the requisite power and authority to bind Borrower.
- (c) <u>No Violation; No Breach</u>. The execution, delivery, and performance by Borrower of the this Note will not violate any provision of any law of Belize.
- (d) <u>Due Authorization, Execution and Delivery</u>. This Note has been duly authorized, executed and delivered and constitutes binding obligations enforceable in accordance with their respective terms.
- (e) True, Correct and Complete Copies. Each and every document and instrument supplied to Lender in connection with the Loan constitutes a true, correct and complete copy of such document or instrument.

7. GOVERNING LAW, JURSDICTION

- (a) APPLICABLE LAW. THE OBLIGATIONS OF BORROWER AND LENDER HEREIN ARE TO BE PERFORMED IN, AND IS BEING EXECUTED, DELIVERED AND ACCEPTED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE COUNTRY OF BELIZE (WITHOUT REGARD FOR ITS CONFLICTS OF LAW PRINCIPLES), AND BY EXECUTION HEREOF BORROWER AND LENDERS EACH AGREE THAT SUCH LAWS AND DECISION OF THE COUNTRY OF BELIZE SHALL GOVERN THIS NOTE, NOTWITHSTANDING THE FACT THAT THERE MAY BE OTHER JURISDICTIONS WHICH MAY BEAR REASONABLE RELATIONSHIP TO THE TRANSACTION CONTEMPLATED HEREIN.
- (b) JURISDICTION AND VENUE (ARBITRATION PROVISION). ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF THIS NOTE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COUNTRY OF BELIZE. THE PARTIES AGREE TO SUBMIT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF THIS NOTE TO PRIVATE MEDIATION. IN THE EVENT THAT THE PARTIES ARE UNABLE TO REACH AN AMICABLE RESOLUTION TO THE DISPUTE AT THE MEDIATION, THE DISPUTE, CLAIM OR CONTROVERSY ARISING UNDER THIS NOTE SHALL BE RESOLVED BY BINDING ARBITRATION BY ONE INDEPENDENT AND IMPARTIAL ARBITRATOR. THE FEES AND EXPENSES OF ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES AND ADVANCED BY

THEM FROM TIME TO TIME AS REQUIRED; PROVIDED THAT AT THE CONCLUSION OF THE ARBITRATION, THE ARBITRATOR SHALL AWARD COSTS AND EXPENSES (INCLUDING THE COSTS OF THE ARBITRATION PREVIOUSLY ADVANCED AND THE FEES AND EXPENSES OF ATTORNEYS, ACCOUNTANTS AND OTHER EXPERTS) TO THE PREVAILING PARTY. THE PARTIES AGREE THAT MANDATORY MEDIATION IS A PRE-REQUISITE TO FILING AN ARBITRATION CLAIM. ARBITRATION SHALL BE CONDUCTED IN THE COUNTRY OF BELIZE. IN THE EVENT IT BECOMES NECESSARY TO COMMENCE LEGAL PROCEEDINGS TO ENFORCE THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ATTORNEY FEES AND COSTS, SO LONG AS THE PARTY SEEKING TO COLLECT SUCH FEES COMPLIED WITH THE MEDIATION PROVISION ABOVE. IN THE EVENT THE MEDIATION PROVISION IS NOT COMPLIED WITH, SUCH NON-COMPLYING PARTY WAIVES HIS/HER/ITS RIGHT TO RECOVER ATTORNEY FEES.

- 8. AMENDMENTS. None of the terms or provision of this Note may be altered, modified or amended except as Borrower and Lenders may consent to in writing duly signed by Borrower or Lender or their authorized agents.
- 9. TIME OF ESSENCE. Time is expressly made of the essence of this Note.
- 10. PARTIES IN INTEREST. The Note shall, except as herein otherwise provided, be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

Eco-Futures Belize Ltd, Belizean Company

By:

Name: Luke Chadwick

Title:

Director

By:

Name: John Usher

Title: Director

Brick Kane

From: Patrick O'Brien < obrien@bellsouth.net>

Sent: Thursday, January 10, 2019 10:32 AM

To: Brick Kane
Cc: 'Patrick Callahan'
Subject: Sanctuary Bay

Mr. Kane,

I am Patrick O'Brien, an attorney representing Patrick Callahan, who has asked me to respond to your email.

The loans were made years ago and were supposed to fund a marina being constructed at the Sanctuary Belize development. It now appears the development was a fraud and the money is long gone. Mr. Callahan has no intention of filing a claim for the funds and does not want to become involved in Mr. Pukke's latest debacle.

We wish you the best in your efforts and hope you can compensate the other victims, those whose dreams and lives have been destroyed.

Sincerely,
Patrick T. O'Brien

------ Forwarded Message ------Subject:Sanctuary Bay

Date:Wed, 9 Jan 2019 18:43:14 +0000 From:Brick Kane bkane@robbevans.com

To:'patrick@irishpatrick.com' <patrick@irishpatrick.com>

Mr. Callahan,

Please see the attached Court Order.

We are attempting to determine exactly how much you loaned to the project in Belize. We will eventually have access to the bank documents in Belize and may be able to figure this out from those documents.

Peter Baker forwarded me a May 15, 2012 email from you to him. That email lists payments totaling \$1.24 million. Peter also sent me a February 28, 2015 text message he received from Eric Choi that states your outstanding loan is \$3.5 million.

Peter believes there may be loan documents, but he does not have copies. Please call or email me with any information you can share with us. Thank you.

Brick Kane President Robb Evans & Associates LLC

Case 1:18-cv-03309-PJMows6Elane Marksing Hisch 02/22/19 Page 2 of 3

Cash Receipts & Disbursements

All Transactions from June 28, 2013 to October 5, 2018 Based on Bank of America Available Banking Records

	$6/28/13\sim$ 12/31/13	2014	2015	2016	2017	$1/1/18^{\sim}$ $10/5/18$	TOTAL
Receipts							
Receipts from Affiliates							
Buy International Inc.	0.00	0.00	0.00	0.00	867,855.00	968,000.00	1,835,855.00
Global Property Alliance Inc.	60,000.00	280,000.00	185,000.00	880,239.00	0.00	0.00	1,405,239.00
Beach Bunny Holdings LLC	0.00	32,421.63	0.00	0.00	0.00	0.00	32,421.63
Nutriment.Com LLC	0.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00
Total Receipts from Affiliates	00.000.00	312,421.63	195,000.00	880,239.00	867,855.00	968,000.00	3,283,515.63
Cash Deposits	0.00	0.00	0.00	30,000.00	0.00	0.00	30,000.00
Deposits to be identified	0.00	0.00	00.00	10,000.00	0.00	0.00	10,000.00
Total Receipts	00.000.09	312,421.63	195,000.00	920,239.00	867,855.00	968,000.00	3,323,515.63
Disbursements							
Marketing Related							
Havas Edge LLC	0.00	0.00	80,000.00	714,915.00	463,078.00	536,872.00	1,794,865.00
Direct TV	0.00	0.00	0.00	0.00	159,213.00	62,134.50	221,347.50
Access 2 Media LLC	0.00	0.00	0.00	0.00	19,965.00	0.00	19,965.00
Total Marketing Related	0.00	0.00	80,000.00	714,915.00	642,256.00	599,006.50	2,036,177.50
Payments to Affiliates							
Angela Chittenden							
Payments	30,000.00	299,000.00	90,900.00	184,500.00	214,923.43	216,506.82	1,035,830.25
Receipts	(15,000.00)	0.00	(5,700.00)	(2,150.00)	(150.00)	(5,000.00)	(28,000.00)
Total Angela Chittenden	15,000.00	299,000.00	85,200.00	182,350.00	214,773.43	211,506.82	1,007,830.25
Alliance Trust Company	0.00	0.00	0.00	0.00	0.00	151,514.00	151,514.00
Total Payments to Affiliates	15,000.00	299,000.00	85,200.00	182,350.00	214,773.43	363,020.82	1,159,344.25

Page 2 of 2

Case 1:18-cv-03309-PJMowstellane Markers graphed 02/22/19 Page 3 of 3

Cash Receipts & Disbursements

All Transactions from June 28, 2013 to October 5, 2018 Based on Bank of America Available Banking Records

	6/28/13~ $12/31/13$	2014	2015	2016	2017	$1/1/18^{\sim}$ $10/5/18$	TOTAL
Payroll Related Payroll Expenses	0.00	24,483.70	0.00	0.00	0.00	0.00	24,483.70
Payroll Taxes Paychex EIB	0.00	3,590.50	84.00 189.75	0.00	0.00	0.00	10,191.85 3,780.25
Total Payroll Related	0.00	38,182.05	273.75	0.00	0.00	0.00	38,455.80
Card Payments							
Payments to CRD 1277	0.00	0.00	0.00	19,037.36	0.00	0.00	19,037.36
Payments to CRD 3656	0.00	0.00	0.00	0.00	5,000.00	0.00	5,000.00
Payments to CRD 4160	0.00	0.00	0.00	500.00	0.00	0.00	500.00
Total Card Payments	0.00	0.00	0.00	19,537.36	5,000.00	0.00	24,537.36
Jeffery Verdon Law Group LLP	0.00	0.00	22,265.00	0.00	0.00	0.00	22,265.00
Checkcard Payments	6,774.80	5,896.59	1,149.89	910.91	379.96	224.31	15,336.46
Franchise Tax Board	0.00	790.00	5,293.34	1,373.00	2,298.00	1,010.00	10,764.34
Legal Order	0.00	0.00	470.01	0.00	0.00	4,382.55	4,852.56
Bank Fees	15.00	126.05	546.00	1,312.00	1,285.00	1,138.00	4,422.05
Rohonda Mae Yco	3,904.56	0.00	0.00	0.00	0.00	0.00	3,904.56
Arete Advisors	0.00	650.00	950.00	0.00	0.00	0.00	1,600.00
Travelers	0.00	535.00	(3.00)	0.00	0.00	0.00	532.00
DLX	150.93	0.00	0.00	0.00	0.00	0.00	150.93
Total Disbursements	25,845.29	345,179.69	196,144.99	920,398.27	865,992.39	968,782.18	3,322,342.81
Net Balance	34,154.71	(32,758.06)	(1,144.99)	(159.27)	1,862.61	(782.18)	1,172.82

List of Payments Received by Angela Chittenden from Global Property Alliance Inc. Based on Bank of America Banking Records

Date	From	Received By	Amount
03/07/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	\$ 7,500.00
04/03/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
05/03/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
05/24/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
07/03/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
08/06/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
08/31/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	20,000.00
10/03/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	20,000.00
10/29/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	20,000.00
11/28/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	20,000.00
12/04/2012	Global Property Alliance Inc.	BOA#xxxxx-x3735	10,000.00
01/30/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
02/11/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
02/25/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
03/11/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
03/28/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	11,000.00
04/10/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
04/30/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
05/31/2013	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
11/12/2014	Global Property Alliance Inc.	BOA#xxxxx-x3735	20,000.00
01/13/2015	Global Property Alliance Inc.	BOA#xxxxx-x3735	22,000.00
02/24/2015	Global Property Alliance Inc.	BOA#xxxxx-x3735	15,000.00
04/09/2015	Global Property Alliance Inc.	BOA#xxxxx-x3735	8,000.00
05/06/2015	Global Property Alliance Inc.	BOA#xxxxx-x3735	13,000.00
06/16/2015	Global Property Alliance Inc.	BOA#xxxxx-x3735	20,000.00
07/09/2015	Global Property Alliance Inc.	BOA#xxxxx-x3735	16,000.00
TOTAL			\$ 402,500.00

		Angela Chittenden - Project # 1306 Payment Summary:	
Ck # or WT	Received:	Wire Transfer Description:	Amount:
1246	07/02/2013		23,569.08
1250	08/06/2013		34,515.35
Direct Pay	08/16/2013		24,123.00
1256	09/10/2013		43,582.63
WT	10/25/2013	Wired Funds Exotic Investor LLC	100,000.00
1265	11/12/2013		50,000.00
1281	04/10/2014		20,000.00
1282	04/15/2014		30,000.00
1285	04/17/2014		30,000.00
1291	05/29/2014		200,000.00
WT	06/24/2014	Wired Funds Exotic Investor LLC	650,000.00
WT	12/15/2014	Wired Funds Global Property Alliance Inc.	120,000.00
WT	12/19/2014	Wired Funds Global Property Alliance Inc.	180,000.00
WT	02/25/2015	Wired Funds Exotic Investor LLC	100,000.00
WT	05/06/2015	Wired Funds Exotic Investor LLC	350,000.00
WT	06/24/2015	Wired Funds Exotic Investor LLC	100,000.00
1347	09/29/2015		150,000.00
1354	10/29/2015		100,000.00
WT	11/10/2015	Wired Funds Angela A Chittenden	400,000.00
WT	12/18/2015	Wired Funds Angela A Chittenden	250,000.00
WT	04/01/2016	ACH Credit Angela A Chittenden Sender	319,493.61
WT	12/08/2016	Wired Funds Angela A Chittenden	350,000.00
WT	01/10/2017	ACH Credit Angela A Chittenden Sender	350,000.00
WT	11/15/2017	Wired Funds Foundation Partners	24,992.00
WT	12/01/2017	Wired Funds Foundation Partners	50,000.00
WT	02/14/2018	Wired Funds Foundation Partners	50,000.00
		Total Payments:	4,100,275.67

Exhibit 11

Brick Kane

From:

henk ren <rushgeddys@gmail.com>

Sent:

Thursday, December 13, 2018 5:25 PM

To: Cc: Brick Kane Anita Jen

Subject:

FW: Chittenden - Marcus Ave

From: Andris pukke <ekkup@msn.com> Sent: Thursday, October 11, 2018 11:43 AM

To: Ryan Boyajian <rboyajian7@gmail.com>; Rod Kazazi <rod@gpadevelopers.com>

Subject: Re: Chittenden - Marcus Ave

I thought were getting this loan in Rod's name. If that's a problem, let me know and we'll do it in Angie's.

Thanks!

From: Ryan Boyajian < rboyajian7@gmail.com > Sent: Thursday, October 11, 2018 11:40 AM

To: Andi Pukke; Rod Kazazi

Subject: Fwd: Chittenden - Marcus Ave

Hey Guys----see below regarding the needs list for the refinance on Marcus Ave. I would typically go to Jim to get all these items but with him no longer working in the office, I didn't know who I should be requesting these items from.

Let me know as we need to expedite these items for loan submission---

Rod---I think you have the LLC docs for Marcus, so that's easy. After that---we need Angie's bank statements, listing agreement for Kings Place and the mortgage statements for Kings, Marcus and Port Barmouth.

Let me know what I can do to help expedite---Thanks

Ryan Boyajian

(949)

. Cell

Exhibit 12

THE

ONLY

INFORMATION



SANCIOUARY

RESIDENTIAL - RESORT - MARINA

eco futures
THIS

POINT

IF NOTHING ELSE, REMEMBER THIS:

"QUESTIONS ARE THE MOST POWERFUL WEAPON IN THE WORLD AND IN SALES. THE PERSON ASKING THE **QUESTIONS ALWAYS** CONTROLS THE CONVERSATION AND THE CLIENT!"

QUALIFIED RETIREMENT PROGRAM

Qualifying Process

Anyone forty-five years and older may qualify for the program. A person who qualifies can also include his or her dependents in the program. Dependents include spouses and children under the age of eighteen. However, it can include a person up to the age of twenty-three if enrolled in a college or university.

INCOME FROM PENSION OR OTHER SOURCE

1. Qualified Retired Persons

To be designated a Qualified Retired Person under the program, applicants must receive a monthly income of not less than US \$2,000 through a pension or annuity that has been generated outside of Belize.

2. Certification

- 1. When a company grants a pension, that company has to prove that it has been in operation for at least 20 years by submitting proof of registration.
- 2. The company that grants the pension shall certify that the pension of no less than US \$2,000.00 per month will be forwarded to a reputable financial institution within Belize. This letter must be signed by the manager, president, or by a legal representative of the company.
- 3. Certification by a Certified Public Accountant independent of the company:
 - -Stating the date the company was established
 - -Verifying the authenticity of the above mentioned letter
 - -Certifying that the obligation signed in favor of the beneficiary is not less than US \$2000.00 per month.
- 4. The applicant must present two (2) bank references from the company that is sending the pension.
- 5. The company granting the pension must present a document outlining its pension scheme.

Requirement 2, 3 & 4 could be omitted where the company sending the pension is considered to be a Fortune Five Hundred Company.

3. Background Check - All applications are subject to a background check to be carried out by the Ministry of National Security.

Incentives and Regulations

1. Retirement Incentives -

All persons who have been designated a Qualified Retired Person shall be entitled, on first entering Belize, to import his or her personal effects and an approved means of transportation free of all import duties and taxes.

A Qualified Retired Person shall be exempt from the payment of all taxes and duties on all income or receipts which accrue to him or her from a source outside of Belize whether that income is generated from work performed or from an investment.

2. Regulations -

All privileges, exemptions and regulations herein included are governed by the Retired Persons (Incentives) (Amendment) Act, 2001 and the ACT will serve as the basis for all purposes of interpretation.

1. Personal Household Effects - Qualified Retired Persons have one year from the date that they officially enter the program to import their personal and household effects free of duties and taxes as

Important Notes

- Vehicle duty- 30-40% of vehicle value
- Other possession duty- 10-20% of value
- Buyers can switch lots any time with appreciation before they build
- Golf- Savannah Estates
- Beach club in every neighborhood
- People looking at raw land-How will they get Electric and water?



status.

- 4. Qualified Retired Persons must adhere to all existing laws of Belize, in addition to the Retired Persons (Incentives) (Amendment) Act, 2001.
- 5. All benefits provided by this program will be exclusively used by the Qualified Retired Persons and his or her dependents.
- 6. The Belize Tourism Board has the authority to carry out any Investigation with respect to the validity of any document provided by the applicant under this program.
- 7. Participants within this program must inform the Belize Tourism Board prior to leaving the country indefinitely so that the assets purchased under this program can be liquidated.
- 8. All documents presented to the Belize Tourism Board become the property of the Board.
- 9. The applicant must not have any criminal matters with the law at the time of application.
- 10. Applicants must present a listing with all the necessary information with regards to his or her dependents. If the applicant has a dependent over eighteen and in school, then he or she must present a proof of enrollment from that institution.
- 11. Qualified Retired Persons must submit a yearly bank statement showing compliance with the financial requirements of the program.
- 12. Qualified Retired Persons must spend an equivalent of one month in Belize annually to maintain their status as a Retiree Resident. Acceptance of these terms and conditions must be endorsed with the signature of the applicant in the presence of a witness.

Application Process

Each application for the Retirement Program will be processed by the Belize Tourism Board and forwarded to the Department of Immigration and Nationality. Persons interested in the program must submit completed applications to the Belize Tourism Board with the following supporting documentation:

- 1. Birth Certificate: A copy of a certificate for the applicant and each dependent
- 2. Marriage Certificate: (If married and spouse is a dependant)
- 3. Authentic Police Record: An authentic police record from the applicants last place of residency issued within one month prior to this application
- 4. Passport: Clear copies of complete passport (including all blank pages) of applicant and all dependents that have been certified by a Notary Public. The copies must have the passport number, name of principal, number of pages and the seal or stamp of the Notary Public.
- 5. Proof of Income:
- a. An official statement from a bank or financial institution certifying that the applicant is the recipient of a pension or annuity of a minimum of Two Thousand United States Dollars (US\$2,000) per month.
- 6. Medical Examination: Applicants should undergo a complete medical examination including an AIDS test. A copy of the medical certificate must be attached to the application.
- 7. Photos: Four front and four-side passport size photographs that have been taken recently of applicant and dependents.

determined by the Customs Department. Numerous entries are permitted within the one year period; however, your detailed master list of household and personal effects must be submitted to the Belize Tourism Board upon approval into the Program. After the year has elapsed, you will be subject to all duties and taxes under the Customs Department.

- 2. Transportation -
- a. Motor Vehicle Qualified Retired Persons are strongly encouraged to procure a vehicle in Belize. However, we will facilitate duty and tax exemption on an imported vehicle.
- b. Light Aircraft A Qualified Retired Person is entitled to import a light aircraft less than 17,000 kg. A Qualified Retired Person is required to have a valid Private Pilot license to fly in Belize. This license can be obtained by passing the requirements set by the Civil Aviation. However, if the participant has a valid pilot's license, that license only has to be validated by Civil Aviation Department in Belize.
- c. Boat Any vessei that is used for personal purposes and for pleasure will be accepted under this program.
- 3. Disposal of Duty Free Items If for whatever reason a qualified retired person decides to sell, give away, lease, or otherwise dispose of the approved means of transportation or personal effects to any person or entity within Belize, all duties and taxes must be paid by the qualified retiree to the proper authorities.

Qualified Retired Persons must note that only after 3 years and upon proof that the vehicle previously imported into Belize under the Program has been disposed of according to regulations, will another concession be granted to import a new transportation.

- 4. Offenses & Penalties Any person who knowingly makes any false declaration or entry in order to qualify for or renew any exemption or privilege granted under the Retired Persons (Incentives) (Amendment) Act, 2001 commits an offence and shall be liable on summary conviction to a fine not exceeding one thousand dollars.
- 5. Fee Structure -
- a. A non-refundable application fee in the sum of US \$150.00 payable to the Belize Tourism Board must be submitted with the application.
- b. A Program fee in the sum of US \$1,000.00 payable to the Belize Tourism Board must be submitted upon acceptance into the Program.
- c. Upon acceptance into the Program a fee of US \$200.00 must be paid to the Belize Tourism Board for the issuance of the Qualified Retired Person Residency Card.
- d. Each dependent is required to pay a Program Fee of US \$750 to enter the Program.

NOTE: All payments must be made payable to the Belize Tourism Board and be in the form of US cash, US bank draft or US cashier's check, Personal or company checks will not be accepted.

Terms and Conditions

Below is a copy of the terms and conditions form. Please review.

- All Qualified Retired Persons must adhere to the general procedures cited by the Customs
 Department for the clearing of all personal and household effects including 'Mode of Transportation'.
- 2. Qualified Retired Persons are not allowed to seek employment or work for pay while in this program or in Belize.
- 3. Qualified Retired Persons within this program must inform the Belize Tourism Board regarding any changes stated on the application form. Failure to do so may result in the revocation of applicant's

INDIVIDUAL DEVELOPMENT NOTES

Brahma Blue

Status: under construction, some finished units

Notes: fractional ownership, rental facility, holistic spa and health club

Cons: high condo fees (\$400-\$900/mo)

Carmelita

Status: pre-construction

Notes: farm land, built on "ruralist" lifestyle, few amenities besides

hiking/walking etc

Cons: iow budget, currently no construction

Cerros Sands

Status: pre-construction

Notes: marina is listed as "commercial", similar amenities planned as for

SB Marina Village, fractional ownership

Cons: extremely slow progress, reduced prices to make sales, no

contact number on site, poor water quality

Coco Plum

Status: infrastructure in place

Notes: Villas available in 2-4 bdrm, rental management company with

on-site management, healthy club, clubhouse

Cons:

Consejo Shores

Status: 75+ established homes/residents

Notes: started in 1970's, lots of amenities available

Cons: old, low-budget, poor water quality

Dreamscapes Belize

Status:

Notes: community center with pool and tennis, homes from 965 to 3233

sq ft Cons:

Grand Baymen

Status: pre-construction, first bidg expected to be completed in 2011

Notes: Baymen Garden condos are on a 4 acre parcel, financing thru
Caye International Bank, beachfront access through owner's beach

resort, Fitness Club (pooi, gym, tennis courts), short walk to San Pedro Cons: commercial marina only

Las Terrazas

Status: hotel and some plans done

Notes: fitness center, spa, pool, jacuzzi, pier

Cons: expensive

Olde Mill

Status: 34 lots, 12 years old, some lots built up with residents

Notes: 15 min from Belmopan Equestrian Center, lot sizes from 0.2 to

1.5 acres

Cons: no real website, just listings on local agency site

Orchid Bay

Status: infrastructure, homes starting

Notes: no title - owners will be 1/24th shareholders in a corporation,

also has adjacent 4000 acres

Cons: no marina, poor water quality, no ocean access

Placencia Residences

Status: homes on Placencia Peninsula, Island under construction

Notes: residences available on marina, on Rendezvous Island and

Copal Beach, fractional ownership Cons: expensive

Progresso Heights

Status: three homes in place, rest are empty lots with no momentum Notes: amenities per website: gatehouse, clubhouse, boat ramp,

community pler, pool, volleyball court

Cons: seedy development, little/no boat access

Sapphire Beach Resort

Status: under construction, 24 buildings

Notes: rental share, complementary water taxi and 20% off at

restaurant for owners Cons: small, few amenities

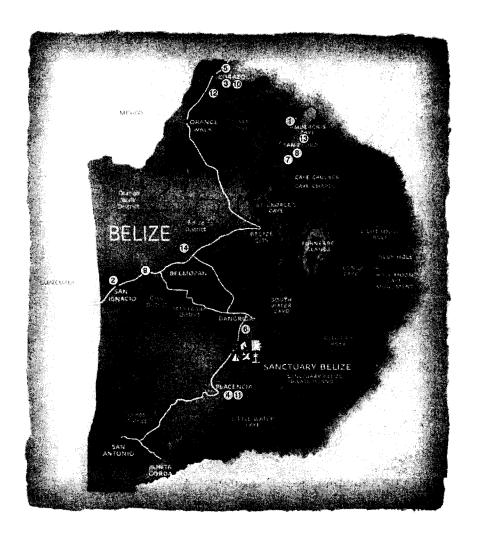
Waterside Belize

Status: pre-construction

Notes: 20 miles north of Belize City, in-house financing with "instant approval, no credit check, comprehensive website though not pretty.

building costs \$70/sq ft

Cons: no ocean front lots, long boat ride to ocean



Development Locations

Sanctuary Belize

- 1 Brahma Blue
- (2) Carmelita
- 3 Cerros Sands
- 4 Coco Plum
- 6 Consejo Shores
- 6 Dreamscapes Belize
- 7 Grand Baymen
- 8 Las Terrazas
- Olde Mill
- (10) Orchid Bay
- 11 Placencia Residences
- 12 Progresso Heights
- (3) Sapphire Beach Resort
- (14) Waterside Belize

Riddle so Heidlite Beeding Beeding **Development Comparison Chart** THE THE THE PARTY OF THE PARTY Diearracades deite Coco Print Ordrid Bay Calmalia Acreage 14K ~350 403 3 ~300 115 зк 6 ✓ Lots √ ✓ Homes ✓ 1 √ √ ✓ 1 Condos √ 1 1 √ √ Hotel 1 √ √ ✓ Marina 1 √ Beach 1 ✓ 1 Golf √ ✓ River ✓ Private Island √ Security 1 ∢ √ ✓ Financing **√** √ √ Ambergris Caye ✓ √ √ LIOS Association ✓ Gov't Endorsement Price Range (in \$80-700+ \$399 \$99 \$14/ \$33/ \$99 \$275 \$36-\$16-\$30-\$15-\$1000's USD) 2 bd. 1 bd, 1 bd, 118/ 65/ 1 bd, lot 130/ 58/lot \$799 \$335 \$379 \$379 lot \$359

Some Basic Useful Info for Prospecting

Sorry about how I wrote this. I just kind of threw it up on the page. I wanted to give you a few basic things to look over. I really think at this stage, the less you know, the better. Still, some basic info on our "competition" in the country of Belize is important.

**KEEP IN MIND, WE TECHNICALLY "REPRESENT" SANCTUARY BELIZE, ROBERT'S GROVE, VILLAS AT COCO PLUM, AND PLAMAYA(WHICH IS THE OLD NAME FOR KANANTIK). **

So, if they ask about these other ones, which they typically don't, just let them know that it is primarily condo style communities and they are pretty pricey. Some basic stuff you want to know, but not tell anyone on the first call:

- Our competition in Belize is really a joke. Most of the communities are condos and do not offer in house financing. Meaning you either pay cash or go to Atlantic International Bank and get hit with a 9% interest rate.
- Most of the other developments are NOT debt free. Meaning there is a lot of risk associated with investing your money in them. They are not much cheaper than us and do not have near the security and amenities we do.
- Our competition with other countries (Costa Rica, Panama, Nicaragua, etc...) is also not really competition. Costa Rica is not a good investment anymore, period. It has appreciated to its maximum. For relocation purposes for a retiree it is MUCH more expensive than Belize and does not offer the tax incentives (QRP program, attached above).
- Same goes for Panama, it has hit its maximum appreciation. You will pay exponentially more for something in Costa Rica or Panama than you will in Belize, for the time being. Not only that, but you cannot own the land in those two countries, you lease it from the government. Not very safe or secure. In Belize, you own your land outright with a fee simple title. Neither the government nor anyone else can ever take it from you.
- So, not only is it cheaper to move to Belize, but it also offers one of the strongest and most private banking systems in the world. It is one of the

only T-7 tax havens left and offers offshore banking. They do not exchange any information with the United States or the IRS. You do not need to be a resident or citizen to use their banking system, **BUT DON'T TELL PEOPLE THAT!**

Belize is also underdeveloped, which is a great thing to talk about. Any time
you are competing with another country for someone to invest in or retire to,
always tell them:

"(Country) is absolutely beautiful. I have heard some good things about it.

However, one of the things that sets Belize apart is the preservation of nature.

About 40% of the country is protected wildlife preserve; and it will always remain that way. (Country) was once that beautiful, however, developers over developed and destroyed much of (country's) natural beauty."

• If you explain it this way, starting with a positive about our competition and ending with a negative, it will completely throw them off. Bottom line is Costa Rica and Panama are very expensive, over developed, risky leases, and do not come close to the tax and banking incentives of Belize. So, really, no competition.

Things to learn about at this stage:

- QRP program
- Basic banking information
- The competition (other countries and in Belize)
- Know it's a "business friendly country" (this is important, you will get asked frequently if they can start a business there). The answer is "YES" always "YES." When they ask how, be vague about it and tell them when they talk to me, I will cover it with them.
- Know the value of being debt free and having title to the property. Do not bring up Sanctuary Belize, but ask them "Is a development that is financially stable important to you?"

- Always ask if being "gated and secured" is important to them. Most developments in Belize are not. Most people we talk to will not be living their full time. I'm sure they don't want to fly out there sometime and find someone has taken over their home.
- Always ask, if they are familiar with investments or are full time investors, "What type of return do you typically LIKE to see on your investments?" Then be silent until they answer. They will usually say 10%-15%. Then ask "What if I could show you something that was much higher than that? Would you want to see that?" Silence again. Make sure you always record what they originally said about what kind of returns they like to see.

I already told you a bit about digging deeper with money. Here is an example:

You: "Mr. Jones, what would you realistically look to invest in something like this if you found something you loved?"

Client: "I don't really know. I don't know what you have."

You: "Well we have anywhere from \$30,000 lots out in the jungle to \$10 Million private islands. So ballpark, what would you say you could comfortably invest?"

Client: "I really don't know. I'd have to see some properties first."

You: "Well I definitely want to look at some properties with you, but I really don't know what to send you if I don't know what you have **budgeted** for. Say if you found something you **absolutely loved**, what would (it look like) and what would you look to invest in it?"

After asking a few times by simply rephrasing the question, they will answer.

Client: "I don't know, maybe \$300K."

You: "Now Mr. Jones, is that \$300k cash?

Client: "No, I have about \$25K cash to put down."

You: "Ok, so you would want to finance. What kind of a monthly payment would be comfortable for you?"

Client: "Maybe \$1500."

You: "Perfect."

You may have to ask the question multiple times to get an answer. Never ask the same question twice, always rephrase it and hide it after a statement.

Remember:

Timeframe

When can they come down and see the property?

(When can they get to Belize if they found something they LOVED?)

What is there timeframe, again, if they find something they love, for moving down there?

Try and seed plant about investing and sitting on the possible appreciation. Most people will not be able to afford \$400K-\$900K to buy a lot and build right away. It makes my job easier as well.

Financial Capabilities

How much cash down do they have?

What are they comfortable paying monthly?

NEVER EVER ASK "IS THAT ALL IN?" EXAMPLE:

You: "Mr. Jones, what had you budgeted for if you found something you loved?"

Client: "I don't know, \$300K."

You: "Is that all in?"

Client: "Yes (of course, why would I want to go higher?)"

• The client now thinks he can get property and a home for \$300K. When I get on the phone with him next and show him that most of our LOTS are priced in that price range, he will flip. It will take a lot of work on my end to dig us out of the hole.



Instead, you can simply ask when they say "\$300K" if that is "all cash" or "would financing be important to you?" Make sure you do not disclose the "in-house financing" we do or the "interest rates" we offer. It's better if I surprise them later. Now you have not allowed the client to create a false expectation in their mind.



Thus, the more discovery and less information you give, the more deals we will close. If you ever get a chance to listen to Rebecca, she is great at it.

Also, last but not least, please make sure you mention "parcels" or "lots."

• There is nothing worse than when I have a pitch and find out in the first 10 minutes, or even worse, halfway through, that they were looking for a house and are now completely closed off to the "parcel" idea because now I have to stop the pitch and try to resell them on the idea.

Remember, all they have to be is "OPEN" to the idea of a parcel or lot. I can do the heavy lifting from there. If they are not receptive, let them know that most of the real estate in Belize is parcels and usually they do not even have power, sewage, or water run to them.

ALWAYS REMEMBER TO DIG AND ASK ALL THE QUESTIONS. THE ONE ASKING THE QUESTIONS IS ALWAYS THE ONE IN CONTROL!

First Prospect Sheet

Not bad on your first one. Got a lot of good notes, but missed financial capabilities. Sometimes this one is a little harder to get. For example:

"Mr. Jones, what would you realistically look to invest in something like this if you found something you loved?"

Client: "I don't really know. I don't know what you have."

You: "Well we have anywhere from \$30,000 lots out in the jungle to \$10 Million private islands. So ballpark, what would you say you could comfortably invest?"

Client: "I really don't know. I'd have to see some properties first."

Wou! "Well I definitely want to look at some properties with you, but I really don't know what to send you if I don't know what you have budgeted for. Say if you found something you absolutely loved, what would (it look like) and what would you look to invest in it?"

Client: "How can I know what I would invest if I don't even know what's available?"

"Mr. Jones, I completely understand this is new for you and we are just starting the process together. You can put your checkbook away, I am not asking you to buy anything. All I am asking is, realistically, what could you comfortable spend on some real estate in Belize, provided you absolutely loved it?"

They should answer after 2-3 attempts. Don't give up. Simply make a statement and rephrase the question. After 2-3, they will submit. If they do not give in and give you a price range, we cannot continue to the next step.

Client: "I was thinking somewhere along the lines of \$300K"

You: "Ok, now Mr. Jones is that \$300K cash?"

Client: "Oh, no, maybe \$25K cash.

You: "Ok, so financing would be important to you then as well?"

Client: "Yes, what kind of rates are there?"

"It really varies Mr. Jones. Some of my properties even offer in-house financing with lower rates than you could get anywhere else in the world. They even have some 0% interest programs; but we're putting the cart ahead of the horse, we'll get into that later. Now, about the financing, what kind of monthly payment could you comfortably afford?"

Client: "I don't know, maybe \$1500. "

If you feel comfortable at this point, ask:

You: "UP TO?" (Silence)

Client: "Well, up to \$2000 a month."

told me, I think I might have a (development) or (property) that would really fit exactly what you're looking for. My partner Glenn, as a matter of fact, does a Virtual Tour a few times a week for folks who show interest in some of the real estate options over in Belize. (IF THE CONVERSATION PERMITS, TELL A STORY ABOUT ME, MY CREDIBILITY, AND HOW LONG YOU'VE KNOWN ME). Our clients love participating in it; it's a lot of fun and the most informative thing you can do to find out if this is a good fit for you. In fact, it is so informative, that by the end, you'll know if Belize is a good fit for you or not."

**Ou: "When would you (and your wife) have 30-45 minutes of time you could set aside to participate in Glenn's Virtual Tour?"

Client: "We can probably do it on Thursday."

"And what time would work best for you?"

Client: "We can do it a 7PM."

"Ok, let me check his schedule and see if that works. Can I call you bck in 10 minutes to see if he can fit you in?"

"Ok Mr. Jones, I can get you in on Thursday at about 7:30 PM. Will that work for you AND your wife?"

Client: "Yes, that will work."

"Ok, I'm going to schedule it for Thursday at 7:30 PM. I will call you an hour before to make sure we are still on. If anything should change between now and then, please call me and let me know so we can free up that timeslot for someone else and get you rescheduled at a better time. Sound good?"

Client: "Yes, that sounds good"

When you go to a real estate agent here in the states, the first thing they ask you is for your budget. So it's only natural that we do the same. The real estate agent only shows a potential client homes in a certain are....we represent properties for an entire country. So, relay this to your client and they will either give it to you and understand or not give it to you. If they choose not to, fine, give them your contact info when they are "ready" and move on.

You can follow this same formula with any of the questions you ask. Simply make a statement, empathetically, and then rephrase the question. Other than that, nice job. Here are the hot buttons I pulled off the sheet:

Kipp and Sandy Kullberg

- Retirement/Investment
- Already owns raw land/parcel

- Previus investment sold for loss
- Worried about crime in Belize
- Sport shooter (gun laws)
- Trail hiking
- Sandi retires in 3 years. Kipp is retired.
- No Financial Information?
 -Putting ½ down on what? \$20K home, \$900K home?
- No Time Frame for tour or moving?

-Are they moving after Sandi retires in 3 years?

- Rush Limbaugh
- Primary residence has appreciated 100%
- Knows someone that owns property in Belize

REMEMBER, TIMEFRAME FOR WHEN THEY CAN COME DOWN TO SEE THE PROPERTY AND TIMEFRAME OF MOVING ARE VERY IMPORTANT. WE CAN ASSUME 3 YEARS SINCE THAT IS WHEN SANDI IS RETIRING, BUT IT'S BETTER TO KNOW FOR SURE THAN ASSUME. WE ALREADY DISCUSSED WHAT TO DO ABOUT PRICE RANGE. OTHER THAN THAT, NICE WORK. IT'S A PRETTY GOOD AMOUNT OF HOT BUTTONS.

MAKE SURE YOU ALWAYS ASK IF THEY HAVE EVER DONE A REAL ESTATE INVESTMENT BEFORE. EVEN IF IT HAS ONLY BEEN THE HOME THEY LIVE IN.

Exhibit 13

Lauren's version 1.1

Greeting/Requalify: Cover motive, hot buttons, amenities

Dates: Narrow down a MONTH!

Intro: "I want to start by saying this is for you. I'm here to educate you to this amazing opportunity and to help you determine if this is a place you'd like to see in person. The development I am showing you today is Sanctuary Belize. Now a little background on them, they are the largest award winning development in Belize and I think a lot of what you are looking for you are going to find in this development, and hopefully full in love like I have.

A little bit about myself, I have been a Sr. Property Consultant for a few years now. I've also bought property in Sanctuary Belize myself. In my opinion these lots have the potential to double or triple in the near future. So please, stop me anytime and ask questions if you want to know more about any topic I'm on."

Link: Now I want you to type in www.clearslide.com/LLane into your browser to access the presentation I've put together for you. You don't have to download anything I'll walk you right through it.

"I'm going to show you this video and we will jump right into it. All of the footage in this first video is within Sanctuary Belize and the surrounding area except the Mayan ruins, which are scattered all through- out Central America and the Blue Hole which is a world famous diving spot off the coast." V1

Toll: "What did you think, is that beautiful or what?"

52Why Belize Slide:

"I'm going to give you a quick rundown of the benefits of living and investing in Belize. You can see the bullet points to the left and if you need me to elaborate on anything please ask, because this tour is for you, not me, OK?

So the first thing...being in the British Common Wealth, English IS the official language of the entire country. What people don't realize is that if you move to a Spanish speaking country, you literally have to learn Spanish just to get by. In Belize, you can go or move there and instantly communicate with everyone. It makes it VERY convenient. And as a real estate investment, it is important to understand that people investing in Belize are coming from the United States, Canada and Europe who also have a huge interest in Belize and all speak English. This is helping drive the demand for real estate in Belize."

In many Central and South American countries, there are restrictions for foreigners buying land. In Mexico, foreigners can't directly buy land within 50 miles of the water. In Costa Rica, foreigners can't buy land within 150 meters of the water called the maritime zone.

In Belize the land ownership is fee simple title. The minute you start paying on the property you have ownership of it, and once you pay it off you get title to it free and clear - so it's a true

asset. Is it fair to say you would rather own your property as opposed to lease it from the government?

The next thing I'm going to talk about is the appreciation, right along with the capital gains in Belize. Now are you familiar with capital gains tax? (If no, it's the tax you pay when you make a profit selling an asset, like real estate) So in Belize, when you buy a property and make a profit, you don't pay any capital gains tax on it your able to retain all profit. And this development for example, has appreciated approx. 30 percent over the last few years. If land keeps appreciating at that rate, it will double in value in less than 3 years, that's a 100% gain. If you were sitting on the beach in Belize in 3 years and your property had doubled in value you, would be pretty happy with me, wouldn't you?

Now, last but not least, is their retirement program, called the Q.R.P. The retirement program is really unique, and that's why, it's the number one spot for retirees in the Caribbean right now. It's because Belize has THIS program. Are you familiar with duty tax? Ok, so anytime you take something from one country to another you pay an import tax, essentially it's called duty tax.

For example, you obviously need a vehicle to get around in another country. You would likely pay up to 40% of the value of that, and that's not even including everything else you want to bring. It could add up to thousands and thousands of dollars. But in Belize, they've completely solved this problem, so you can bring everything in completely **duty free** up to one airplane, one boat and one automobile plus your household items every 5 years. I'm sure you can see why Belize is so attractive to people looking to move or invest overseas. (No income tax or conversion tax if you have QRP)

Toll: "Now before I move on to the development location is there anything about Belize that I haven't addressed that you would like to know?"

S3Development Location:

"From and investment stand point this is the most important slide I'm going to show you."

"What I'm going to do first, is explain the convenience factor. So right now, very few airlines fly to Belize, and NONE to Southern Belize. So it's not a global market... yet. This airport and 120,000 square foot hospital is currently under construction, which will be completed in the near future. So this is going to serve a couple of different purposes for you. Sanctuary Belize is one of the closest developments to the new international airport. Are you familiar with what happened in Costa Rica approximately 12 years ago?....(If the answer is yes, say "As you know") They built an international airport. Take a guess what percentage the land in the area went up in just a few years?....... Approximately 250-400%. People that got in before the airport was completed made an absolute fortune. The same thing is going on in Southern Belize."

Airport aside though, see this island down south here? Have you heard of Norwegian Cruise Lines? They just bought this island for 57 MILLION they're building a resort and cruise line dock

right now, so as far as infrastructure goes, southern Belize is the quickest growing and in my opinion the most beautiful part of the country.

"When you're comparing Costa Rica and Belize what you also need to know about Belize is that roughly 40% of the entire country is protected land in some way or another. It will never be developed. And as you know, what creates appreciation is supply and demand. With already limited real estate in Belize right now, there's more demand than supply. Costa Rica is over developed, they have higher taxes, no retirement program, and you lease the land —without truly owning it. With Belize, you have off-shore banking, the number one retirement program, the lowest taxes in entire Caribbean, English speaking, true ownership, two hours closer to the U.S. and very little real estate."

Toll: "The question I have for you is... When the international airport is completed here, and people from all over the world can fly direct, and buy vacation homes and 2nd homes..... And the Norwegian Cruise Port is driving tourism to Southern Belize... What do you think THAT will do to the price of the land?? Exactly...that's why it's great you're looking at this property right now. Soon it will be too late

"Any questions?....."

S4Development Overview

"So this is an overview map of their development. I'm going to share with you a couple things: There's not a bad place in this development. See Equestrian estates here, it is very popular and the least expensive, and it's only a 5 minute golf cart ride from the beach. Northridge Estates, the newest addition to Sanctuary Belize is huge on investment potential. Because it is a brand new neighborhood close to the beach and is in pre-construction you can get 15-20% off your entire purchase with our lot reservation program."

S5 Touch on availability.

S6 5 Eco System

"So they have the world's only 5-eco system development. There's nothing else like it. What's really cool is that if you get to come down on one of the tours, if I blind folded you and drove you around and took off the blind fold every five minutes, you'd think you're in a different country every time — And it's ALL within Sanctuary Belize."

Toll: "So it's got the Riverine, the Carlbbean, the Savanna, Jungle, and reef. Usually when you look at a property you have to choose if you want a river property or mountains or beach, in Sanctuary Belize there's literally something for everybody. Are you starting to see why I think these will double or triple in value and get premium rental income?" S7-10

S11 4 eco systems S12 5th eco system (reef)

S13Marina

"So now I'm going to begin talking about the amenities a little bit, and first is the marina. Here are pictures from beginning to finish of the 250 slip, 40-acre, deep water marina - the **ONLY** one in all of Belize. This marina is massive, they projected a marina of this size to take about 10 years to complete. I am sure you can imagine how happy people were that got in before the marina was finished and opened in under 4 years! S14-20 (Before and after flooding pics)

I'm going to show you a video of the marina flooding which was a very proud moment for the development. In the video, there are the two owners, Luke Chadwick and Johnny Usher. And if you get the opportunity to come down on one of the tours, you'll actually get to meet them. And to speak to their credibility, you'll also hear Michael Singh the Minister of Trade in Belize talk. This is important, because you'll get to see how much the government is supporting the development."521 (Play Video)

Toll: "Does seeing the Minister of trade talking about how much he loves Sanctuary Belize give you some confidence in the project?"

"Just to recap... So far with what I've shown you, it's within close proximity to the international airport, you have the largest award winning development in Belize, and the only full service marina where you can insure a boat in Belize that accommodates yachts up to 140 feet. Any questions? Ok great."

S22-23 Exciting Breaking News! We have just signed Island Global Yachting or IGY the premier marina management company to manage the marina at Sanctuary Belize.

S24 Marina Village

"Being built within close proximity to the marina is the marina village. It's really the crown jewel of Sanctuary Belize. One of the problems with living out of the country is, you sometlmes have to drive 45 minutes to get the basic necessities such as toothpaste, a snack, or some food. But that's just not the case here, IF you get the privilege of living in Sanctuary Belize. They will have restaurants, cafes, live entertainment, grocery stores, a farmers market, medical clinic a spa and fitness center, a first response team and a property management company, all at your fingertips. On top of that they have just announced they are breaking ground this year on a 30,000 square foot medical facility with Doctors from California's top Hospitals!"

Toll: "Most of clients tend to believe that between the international airport, cruise port, nicest marina in the country and the medical facility that this makes it easy to see, that in three years this could be one of the best investments of our generation; on top of that, you have everything readily at your service. Even the farthest property in Sanctuary Belize is two miles away from the water. Pretty amazing, isn't it? So far with what I've shown you, do you see the investment potential here?"

S25-33 Residential Beach Club (9 clicks)

"This is one of my favorite aspects of the development, the beach club. Now have you ever been a member of a country club? This beach club gives you the "country club" lifestyle. You can walk or take your golf cart to it any time, sit by the pool, relax in the hot tub, tan or read at

the beach while being served fresh towel, drinks and food. Basically you have the advantages of being a member of a beautiful county club without paying ANY dues. You get to have lunch here on Saturday if you come down on tour. Also Sanctuary Belize owns the longest stretch of private white sand beaches. You can even throw a rock from the pool into the Caribbean."

Toll: "Is that great or what?"

534-44 Private Island (10 clicks)

"What would you say if I told you that if you were part of this community, you can have your own private island?

Here's their 5 acre private island. I think this is the best and most amazing amenity they have, and it's for you. Its 30 minutes from the marina. There's water taxis there to take you back and forth. It has white sand beaches and there's a restaurant going in. Every owner in Sanctuary Belize has use of the island. It will be your private getaway."

Toll: "Do you think you (and your family) could get used to having your own island?"

"If you get to come out on one of the tours, you'll spend all day on this island. Which one of you enjoys private massages more? Great they can be accessed any time you want on the island."545

"I know I asked you towards the beginning, but so far with what I've shown you with all the amenities, are you starting to see why these lots have the potential to double or triple in the near future?" (let them talk!)

(If they ask about price say)

"I know your probably thinking this is out of your price range but it's still very inexpensive for what you get. But will get to that part shortly." (Re read this part)

S46-47 Awards

"Obviously if you're going to even consider an opportunity like this, you're going to want to deal with a top notch developer. Let's talk a little about credibility and financial standing. Here are some of the awards they've won; they're called the International Property Awards. They won best development in the entire country of Belize – 3 years in a row." (You must emphasize this, it's a big deal) In 2013 they won BEST MIXED USE DEVELOPMENT in the America's.

S48 "And the AIPP- it's like the better business bureau here in the states – and they're members of that as well, in perfect standing. They are the only members of the AIPP in the entire country and Luke Chadwick was just elected to their disciplinary board"

S49 Growth Chart

"So here's what I'm going to show you next. This is a chart of the company's growth over the last 4 years. Sales have grown over 100% each year, and you'll notice from 2012 to 2013 a

massive increase. That's mainly because of the flooding of the marina. They used to sell about 1 lot every few days and now they are selling 2-3. This development is in such demand tours are usually booked for several months in advance. The biggest problem isn't finding people who want to buy land in this development, it's they usually have to wait months before availability to go on a tour. Our website alone is getting over 2500 inquiries a week, and the tours are a max of 20 people a week. I'm sure you can see the problem."

S50 Financial Stability

"On top of that Sanctuary Belize just announced they will be ceasing tours and sales by the end of the summer. They are going to use that time to finish the Marina Village and infrastructure and in the next 2-3 years and re-open and sell the remaining lots. Which from a business standpoint is a very smart move because I am sure you can imagine what those lots will be worth when this is done.

How they are able to do that is Sanctuary Belize is **one of** the ONLY, DEBT FREE developments in the entire world. So what that means for you is you don't have to worry about dealing with a developer who borrowed too much money and went bankrupt, and you're left with a useless piece of property. With Sanctuary Belize, that will never happen because they have NO debt."

Toll: "So what you have here is an award winning, debt free developer who's not only building the best development in the whole country, but is poised to sell out in the new few months then they will release the next stage in a couple years at post construction prices which will be significantly higher. Does this look like a developer you would feel comfortable doing business with?"

S51Testimonials Video (Make it Casual)

"So now I'm going to show you a testimonial video. These are not actors, they are people like you and I, who were interested in the opportunity and went down on a weekend tour."

Toll: "What do you think?"

S52-68 Custom Homes (17 clicks)

- -"Every building is built to Miami-Dade construction standards, which are the strictest in all of the United States."
- "4 different builders all vetted with excellent reputations. You'll get to meet them on tour."
- -"Homes can be completed in as little as 6-9 months."
- -"And as of right now, there IS no timeframe to build. I believe that's about to change, but you can be grandfathered in"

"Let me ask you a question. Is this a place you'd like to see in person?"

S69-84 Kanantik/ tour

"If you get to come down on one of the tours, this is the resort you'll stay in.(c) It's called Kanantik.(c) Remember Luke in the marina video? When he bought this resort, 4 years ago he used to use it for vacationers.(c) Now that they have tours every week, they ONLY use it for the tours.(c) It's one of the top 100 in the world, and as you can see here, Conde Nast Travel Magazine, named it BEST resort in all of Central AND South America."

Describe tour:5 days Fri- Tues, all inclusive under 1 flat rate, your only responsible for getting to Belize City from there the tour takes over all expenses. Once you reserve the tour, Cristie our tour manager will be handling all the scheduling and itineraries, we make it very convenient for you. (Cost? All depends on the weekend you go.)

"You'll be able to step out of your private cabana, right on to the beach. It's just a couple miles south of Sanctuary Belize."

Laughing Toll: "Do you think you'd enjoy staying there for an extended weekend?"

"Do you have any questions you want to ask before we get into the next part?"

"You had mentioned if you like what you saw you could (probably) go ______. I don't think there are any openings during that time, but people do change their trips from time to time, so we might get lucky and there might be an opening."

"Here is a video, shot on a recent tour. Again, these aren't actors. This is what you will be doing if you go see the property. I'll check on the dates while you're watching the video."

S85 (Play video Kanantik tour)

Toll after video:

"What do you think of that? Does that look like something you want to participate in?"

"They appear to be all booked in the month of_____. Ok here's what I'm going to do, I'll call over to the Sanctuary office to see if there was a reschedule that hasn't been posted yet. Ill check, while you watch this next video."

"Here is a 3D rendered video of what the marina will look like when finished. It's the **BEST** video we have. It gives you a great idea of what it's going to look like when everything is done. As you saw some of this has already been completed sine this video was made."

"I can't promise there are any openings because they pop in and out so fast, but if we are lucky to find one, shall I tell them to hold it until I get back on the phone with you?" (Soft close, it checks to see if they're sold or not. This is where your job starts)

S86 (Play video marina village mock up) put your phone on mute and listen to what they are saying!

587-89 Toli: (After video) "What did you think of THAT?"

"I have good news for you. A client ended up rescheduling. So what I was able to find was, that
have one spot left on the tour. The tour is ONLY \$999 for two. By the way, they just
told me they are planning to raise the price of the tour substantially do to the immense
demand."

(Closing time)

"So, are you ready to go to Belize?" (If yes)

"Great, all I need is a Visa or MasterCard and I can lock this tour in for you before anyone else grabs it." What is the spelling of your names on your passports?

Objections (Please don't misunderstand my enthusiasm for pressure)

(Let us think about it, we will call you back.)

"I can appreciate the fact that you want to (whatever the objection is). And obviously you have to do what feels comfortable. My suggestion is, since we only have that one spot left on this tour at this price, lets at least reserve the spot for you. If you need to change it or for any reason or you can't go, it's not a problem - it is 100% refundable." (THEN ASK FOR THE ORDER)

>>>>>>>

"I'd hate to see this happen and I've seen it happen before, other clients tell me they will call me back in 5 minutes or a couple days, and what happens is the spot is gone. Just remember _(NAME)_ we have almost 50 other people in my office that do what I do, and we get about 750 inquiries a day in regards to Belize. Let's at least hold the spot now, and if you need to change the dates, there is no penalty because you're locking in this \$999 pricing. If you can't go once again, its

100% refundable. So really, it's a win-win situation - wouldn't you agree? Great! Do you want to put that on a Visa or MasterCard?"

>>>>>>>

Need time to discuss/call you back:

"__(NAME)_ I know you have the best intentions here. I know you're probably going to call me back, but tomorrow or the next day life happens. You get pulled in twenty different directions. And if it's not tomorrow a few days go by a few weeks then a few months and what happens is you missed out on this opportunity. I don't want to see that happen to you. It's a couple days in paradise to see if this development is for you it doesn't have to be a very complicated decision. Let's start with your billing address."

>>>>>>>

"_(NAME)_ Let's take a step back for a moment. You told me you loved the development right? You told me the investment is sound right? You told me you loved the pictures right? You told me you it was a place you wanted to see in person right? So what is missing here? Please be honest with me if this development isn't for you I don't want to waste your time. What's really holding you back?"

>>>>>>>

"That's great because I can tell this is obviously important to you (both). So let me ask you, what's standing in your way with seeing this place in person?....."

"If this was up to me, take as much time as you need to talk. This is not a sales line, here's what I would advise you to do, and there is absolutely no downside... Unless you two don't want to go?................................. So let's go ahead and hold those dates for you, ok?" (THEN ASK FOR THE ORDER)

>>>>>>>

"We can book a few spots tentatively, just to get you in our system. You would have to let me know within 3 days, which date would work. And even then, you have first priority over new clients, if you had to switch your date - it's actually very easy we do it often. And again, the tour is refundable if you can't make it down." (THEN ASK FOR THE ORDER)

>>>>>>>

"My goal is to show you the opportunity, and get you to go down and see it for yourself, my **responsibility**, is to educate you. I don't make any money on the tours. Are there any concerns I haven't addressed?"

ENDING THE CALL:

IF THEY BOOK THE TOUR—"FIRST YOU ARE GOING RECEIVE CONFIRMATION FROM CRISTIE THE TOUR PLANNER THAT YOUR TOUR IS RESERVED. SHE WILL ASK FOR YOU INTINERAY WHEN YOU HAVE IT." ANY QUESTIONS? OK — AS FOR US, MY JOB IS TO PREPARE YOU TO ENABLE YOU TO GET THE BEST DEAL POSSIBLE IF YOU BUY ON THE TOUR. SO I'D LIKE TO SETUP A TIME IN THE NEXT WEEK TO LOOK AT THE MAPS AND GO OVER THE NEIGHBORHOODS. WE CAN DISCUSS WHAT LOTS ARE YOUR FAVORITES, AND I CAN GIVE YOU MY RECOMMENDATIONS AND ALSO GO OVER THE DISCOUNT PROGRAMS. I WILL EXPLAIN EVERYTHING TO YOU NEXT TIME WE TALK. WHEN IS GOOD FOR US TO LOOK AT THE OVERVIEW TOGETHER? (LOOK FOR A WEEK OR LESS OUT) GREAT — THEN WE ARE ALL SET TO LOOK AT THE PROPERTY ON XXXX. I WILL GIVE YOU A QUICK CALL TOMORROW TO FOLLOW UP ON THE TOUR—THANKS SO MUCH FOR YOUR TIME AND I'LL TALK TO YOU SOONI!"

GOOD JOB, NOW GET BACK ON THE PHONE!

Exhibit 14

Please find enclosed the following:

Mr. John

- 1) Final Default/Termination Notice from our Belize legal counsel. Please read closely.
- 2) Summary invoice of the total amount due on your account(s).

You have received this correspondence because you have not responded to prior invoices and default notices. You have further not made any arrangements to remedy your breach of contract. In order to avoid your account being terminated, you must contact the accounting department representative on the lawyer's letter immediately. If you have been lead to believe you cannot make payments in Belize, this is incorrect. You can, but you must act now to receive instructions from accounting on how. See the lawyer letter for details.

Please govern yourself accordingly.

Eco Futures Belize Ltd.

Cc: Sittee River Wildlife Reserve
Belize General Sales Tax
Central Bank Belize

Eco-Futures Development, Inc.
Plaza Tower
600 Anton Boulevard, 11th Floor
Costa Mesa, CA 92626



January 31, 2017

3344 \

FL 1

RE: Final Default Notice/Termination

Mr. John

Please find enclosed the following:

- 1) Final Default/ Termination Notice from our Belize legal counsel. Please read closely.
- 2) Summary invoice of the total amount due on your account(s).

You have received this correspondence because you have not responded to prior invoices and default notices. You have further not made any arrangements to remedy your breach of contract. In order to avoid your account being terminated, you must contact the accounting department representative on the lawyer's letter immediately. If you have been lead to believe you cannot make payments in Belize, this is incorrect. You can, but you must act now to receive instructions from accounting on how. See the lawyer letter for details.

Please govern yourself accordingly.

Eco Futures Belize Ltd.

Cc: Sittee River Wildlife Reserve Belize General Sales Tax Central Bank Belize

Eco-Futures Development, Inc.
Plaza Tower
600 Anton Boulevard, 11th Floor
Costa Mesa, CA 92626



FINAL NOTICE OF DEFAULT

John

3344

FL

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DATE: January 16, 2017

RE: LOT NUMBER: WWV36

John.

On December 05, 2016 my client sent you a Notice of Default to bring your account current per the payment terms of your Memorandum of Sale. You have failed to respond to the notice. Please accept this correspondence as your final opportunity to cure the breach of your payment plan for purchase of the above referenced lot. Otherwise the Memorandum of Sale will be terminated, and per your agreement, you will lose all rights to the land.

According to my client's records, to bring your account current and cure the breach of agreement, you are required to pay the following:

Total:

\$3,064.72

Should you fail to cure this breach by not paying the full amount within ten (10) days of notice of this letter, the Vendor and Developer will without further notice terminate the Memorandum of Sale and you will lose all rights to the property.

Please contact and make payment immediately to:

Kathleen Whitlow (949)-371-8863 Eco-Futures Development Plaza Tower I 600 Anton Boulevard 11th Floor Costa Mesa, CA 92626

ALDO-J. SALAZAR

Signal Agendin

COE. FREETOWN ROAD AND RUMON AND THEFT HE HE HE HELD BUILDE THE (509) 228-2782 OR 228-2880 c FAM (302) 288-282 OF 228-288 REGIONNESS AND BUILDE

The state of the s

Law Offices of Steven F. Bus, Ltd.

QUAIL CORNERS SOUTH 611 SIERRA ROSE DRIVE RENO, NEVADA 89511

TELEPHONE (775) 825-2700 PAX (775) 825-2755 E-Mail: sfblaw@sbcglobal.nct

June 9, 2016

Via US Mail, Facsimile, E-mail
Mr. John Usher
PO Box 260
Dangriga, Belize
Central America

Re: Memorandum of Sale of Lot E 111

Tim and Laraine

Dear Mr. Usher:

We have been retained to represent Tim and Laraine / who executed a *Memorandum of Sale* on December 16, 2013 for the purchase of Equestrian Estates Lot E 111 apprising approximately 1.37 acres as part of the Sanctuary Belize.

Pursuant to paragraph 14 of the Memorandum of Sale entitled "Special Condition" requires that the Sittee River Wildlife Reserve "SRWR" or as designated under the Memorandum Sale as Vendor, was required to provide my clients with access to their lot by road and have it surveyed and marked. This was all to be done by January 2015 or the Memorandum of Sale was subject to recession with a full refund to my clients. I have spoken to my clients and they have confirmed that the road is in place but they have received no verification that the lot was surveyed and marked.

This provision also requires that SRWR provide critical infrastructure such as roads, water and electricity to our clients' lot as well as amenities such as the marina, beach club, marina village and other associated amenities within 43 months of the date of the Memorandum of Sale. Once again, according to the information we have received, SRWR is not in compliance at this point in time with this provision. In fact, it appears that SRWR cannot ever be in compliance of this provision given the pending litigation.

In addition to the forgoing, it is also my understanding that SRWR has misrepresented the size of the Sanctuary Belize. It is not 14,000 acres as represented nor does it contain five (5) eco systems. Moreover, it was also represented to my clients that the five (5) acre Sanctuary Caye

located approximately 20 miles from Sanctuary Belize marina would be owned by the homeowners. Recent information has verified that this is not the case nor does it appear likely to be the case in the future.

I have instructed my clients to continue to pay the installment payments under the Memorandum of Sale and the HOA fees as one cannot rescind a contract unless it is still in effect and this was the only reason the payments have continued and not to be construed as an admission by any means that my clients do not have the right to seek recession. This letter will serve as a formal notice that my clients wish to rescind the Memorandum of Sale on the condition they are refunded \$34,811.54 within 30 days from the day of this letter. Recession will not be effective unless the refund is paid. Failure to refund my clients the above noted sum will result in the appropriate legal action to be brought against SRWR.

Sincerely,

Steven F. Bus, Esq.

SFB/jg cc: client



		•	→ \	/ 1			V	IV			4
	D	Ε	٧	Е	L	0	Р	M	E	Ν	T
January 31, 2017											

7123 [, __...

RE: Final Default Notice/Termination

Tim and Laraine

Please find enclosed the following:

- 1) Final Default/ Termination Notice from our Belize legal counsel. Please read closely.
- 2) Summary invoice of the total amount due on your account(s).

You have received this correspondence because you have not responded to prior invoices and default notices. You have further not made any arrangements to remedy your breach of contract. In order to avoid your account being terminated, you must contact the accounting department representative on the lawyer's letter immediately. If you have been lead to believe you cannot make payments in Belize, this is incorrect. You can, but you must act now to receive instructions from accounting on how. See the lawyer letter for details.

Please govern yourself accordingly.

Eco Futures Belize Ltd.

Cc: Sittee River Wildlife Reserve Belize General Sales Tax Central Bank Belize

Eco-Futures Development, Inc.
Plaza Tower
600 Anton Boulevard, 11th Floor
Costa Mesa, CA 92626



FINAL NOTICE OF DEFAULT

Tim and Laraine!

7123

), NV

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DATE: January 16, 2017

RE: LOT NUMBER: E111

Tim and Laraine

On November 29, 2016 my client sent you a Notice of Default to bring your account current per the payment terms of your Memorandum of Sale. You have failed to respond to the notice. Please accept this correspondence as your final opportunity to cure the breach of your payment plan for purchase of the above referenced lot. Otherwise the Memorandum of Sale will be terminated, and per your agreement, you will lose all rights to the land.

According to my client's records, to bring your account current and cure the breach of agreement, you are required to pay the following:

Total:

\$3,455.48

Should you fail to cure this breach by not paying the full amount within ten (10) days of notice of this letter, the Vendor and Developer will without further notice terminate the Memorandum of Sale and you will lose all rights to the property.

Please contact and make payment immediately to:

Kathleen Whitlow (949)-371-8863 Eco-Futures Development Plaza Tower I 600 Anton Boulevard 11th Floor Costa Mesa, CA 92626

ALDO-J. SALAZAR

经自己的 自由自由

BUY-BACK AND TERMINATION AGREEMENT

This Buy-Back and Termination Agreement (the "Buy-Back Agreement") is entered this 9th day of June 2017, by and between Jackie ("Purchaser") and Eco-Futures Development, Inc. ("Developer").

Recitals

WHEREAS, on October 03, 2016, Purchaser and Developer entered into a Memorandum of Sale. Pursuant to the terms of the Memorandum of Sale, Purchaser agreed to purchase an approximate 0.34 acres of land situated in the Stann Creek District of Belize being Laguna Palms Lot LP437 (Formerly delineated as LP100) in 'Sanctuary Belize' as shown and delineated on the subdivision survey Volume No. 29, Folio No. 27 together with all right to pass and repass along all roads, streets and ways shown on said map (the "Property");

WHEREAS, Purchaser has contributed a total of US \$6,340.63 towards the purchase price of the Property, US \$140.73 going toward Belize in general sales tax (GST), US \$3,945.52 going to the Developer as principal, US \$2,254.38 going toward interest.

WHEREAS, since the execution of the Memorandum of Sale, Purchaser and Developer have agreed to the terms below by mutual consent.

WHEREAS, it is not Developer's policy or practice to buy-back lots and terminate the Memorandums of Sale and the decision to terminate Purchaser's Memorandum of Sale was made by Developer's Board of Directors with the explicit understanding that such an agreement between Purchasers and Developer remain in strict confidence.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchasers and Developer hereby agree to the following.

- 1. <u>Termination</u>. The Memorandum of Sale for LP437 (Formerly delineated as LP100) is hereby terminated effective immediately upon mutual execution of this Agreement;
 - 2 Return of Payments. Developer agrees to refund US \$6,340.63 which constitutes total monies received to be paid out in five (5) monthly installments of US \$1,268.13 to begin on June 30th, 2017 and ending October 30th, 2017.
- Confidentiality. The parties agree to keep the terms of this Buy-Back Agreement in strict confidence and not to disclose the terms or the mere existence of the Buy-Back Agreement to any third party, except that the terms of this Buy-Back Agreement may be disclosed to any accountant, attorney, auditor, or insurer of the Parties after such accountant, attorney, auditor, or insurer has been advised such disclosure is subject to this

confidentiality provision. If disclosure is required by operation of law, including but not limited to as may be required by any public-records act, or by order of a court, disclosure of the terms of this Buy-Back Agreement shall be made in accordance with the applicable law. The parties acknowledge that this confidentiality provision is a material clause in this agreement and Developer would not have agreed to terminate the Memorandum of Sale, but for this provision, as Developer may suffer serious economic harm in the form of lost sales in the event this provision is breached. Since economic harm in the form of lot sales will be difficult to quantify, the Parties agree that damages of US \$500,000.00 shall be established for breach of this provision.

- Release. In consideration for terminating the Memorandum of Sale for LP437 (Formerly delineated as LP100) and refunding to Purchaser US \$6,340.63 in monthly installments, Purchaser, its officers, directors, managers, members, agents and/or authorized persons, including but not limited to Jackie Imtyaz hereby releases, acquits and forever discharges Developer, Vendor, and their officers, directors, managers, agents, assignors, assigns, associates, attorneys, employees, heirs, shareholders, predecessors, principals, representatives, subsidiaries, successor-in-interests, including, but not limited to Eco-Futures Development, Inc., (the "Released Parties") from any and all liability for any and all claims, causes of action, obligations and liabilities whatsoever, that are known or unknown, past or present, suspected or unsuspected whether based upon a tort, contract or other theory of recovery and whether for compensatory or punitive damages, equity, or otherwise of any kind arising from, related to, or connected with the Memorandum of Sale or purchase of the Property, which is the subject of this Buy-Back Agreement.
- 5. Accord. It is understood and agreed that this Agreement shall be effective as a full and final accord and satisfaction by and between the Parties with regard to the monies allegedly owed, including all causes of action, costs, expenses, attorney's fees, expert fees, damages, claims and liabilities whatsoever, whether or not now known, suspected, claimed or concealed, whether asserted or that could be asserted by any party against another.
- Waiver of Unknown Claims. The Parties acknowledge that each of them is aware that they may hereafter discover claims or facts in addition to ordifferent from those that they now know or believe to exist with respect to the subject matter of this Buy-Back Agreement, but it is the Parties' intention to fully, finally and forever settle and release all potential claims that the Parties may have against the each other relating to the monies owed. In furtherance of such intention, the parties hereto agree that this Buy-Back Agreement shall remain in effect as a full and complete release of the claims included in this Buy-Back Agreement notwithstanding the discovery or existence of any such additional or different facts.
- 7. Entire Agreement. This Buy-Back Agreement is an integrated agreement that constitutes the complete and entire written agreement between the parties. All prior and contemporaneous agreements, representations, and negotiations regarding the matters resolved herein, if any, are superseded.

- 8 No Modification. The terms of this Buy-Back Agreement may only be amended or modified by a writing, signed by duly authorized representatives of all parties hereto, expressly stating that such modification or amendment is intended.
- 9. Opportunity to Review. Purchaser and Developer represent and warrant that they have been provided with an opportunity to consult with an attorney and have an attorney review this Buy-Back Agreement and that either they have been fully advised by said attorney with respect to their rights and obligations as to the execution of this Buy-Back Agreement or they have elected not to consult with an attorney.
- 10. <u>Counterparts.</u> It is understood and agreed by and between the parties hereto that this Buy-Back Agreement may be executed in counterpart, and a signed copy shall have the full force and effect of a signature on any original and shall be considered an original as to the party signing any such copy. Furthermore, a fax or e-mailed signature page by any signatory shall constitute an original for all purposes.

PURCHASER:	DEVELOPER:
Jackie	Eco-Futures Development, Inc.
or faction	Authorized Representative

3

BUY-BACK AND TERMINATION AGREEMENT

This Buy-Back and Termination Agreement (the "Buy-Back Agreement") is entered this 28th day of February 2018, by and between Christopher ("Purchaser") and Eco-Futures Development, Inc. ("Developer").

Recitals

WHEREAS, on March 2st, 2014, Purchaser and Developer entered into a Memorandum of Sale. Pursuant to the terms of the Memorandum of Sale, Purchaser agreed to purchase an approximate 1.10 acres of land situated in the Stann Creek District of Belize being Equestrian Estates Lot E120 in 'Sanctuary Belize' as shown and delineated on the subdivision survey in Register No. 7, Entry No. 16320 together with all right to pass and repass along all roads, streets and ways shown on said map (the "Property");

WHEREAS, Purchaser has contributed a total of US \$62,111.12 towards the purchase price of the Property.

WHEREAS, since the execution of the Memorandum of Sale, Purchaser and Developer have agreed to the terms below by mutual consent.

WHEREAS, it is not Developer's policy or practice to buy-back lots and terminate the Memorandums of Sale and the decision to terminate Purchaser's Memorandum of Sale was made by Developer's Board of Directors with the explicit understanding that such an agreement between Purchasers and Developer remain in strict confidence.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchasers and Developer hereby agree to the following.

- 1. <u>Termination</u>. The Memorandum of Sale for E120 is hereby terminated effective immediately upon mutual execution of this Agreement.
 - 2 <u>Return of Payments.</u> Developer agrees to retain US \$62,111.12 which constitutes total monies paid to be used as in-house credit for future use should the Purchasers wish to return and re-invest.
- 3. <u>Confidentiality</u>. The parties agree to keep the terms of this Buy-Back Agreement in strict confidence and not to disclose the terms or the mere existence of the Buy-Back Agreement to any third party, except that the terms of this Buy-Back Agreement may be disclosed to any accountant, attorney, auditor, or insurer of the Parties after such accountant, attorney, auditor, or insurer has been advised such disclosure is subject to this

confidentiality provision. If disclosure is required by operation of law, including but not limited to as may be required by any public-records act, or by order of a court, disclosure of the terms of this Buy-Back Agreement shall be made in accordance with the applicable law. The parties acknowledge that this confidentiality provision is a material clause in this agreement and Developer would not have agreed to terminate the Memorandum of Sale, but for this provision, as Developer may suffer serious economic harm in the form of lost sales in the event this provision is breached. Since economic harm in the form of lot sales will be difficult to quantify, the Parties agree that damages of US \$500,000.00 shall be established for breach of this provision.

- Release. In consideration for terminating the Memorandum of Sale for E120 and agreeing to keep record of US \$62,111.12 in the form of future investment credit, Purchaser, its officers, directors, managers, members, agents and/or authorized persons, including but not limited to Aaron Herzog hereby releases, acquits and forever discharges Developer, Vendor, and their officers, directors, managers, agents, assignors, assigns, associates, attorneys, employees, heirs, shareholders, predecessors, principals, representatives, subsidiaries, successor-in-interests, including, but not limited to Eco-Futures Development, Inc., (the "Released Parties") from any and all liability for any and all claims, causes of action, obligations and liabilities whatsoever, that are known or unknown, past or present, suspected or unsuspected whether based upon a tort, contract or other theory of recovery and whether for compensatory or punitive damages, equity, or otherwise of any kind arising from, related to, or connected with the Memorandum of Sale or purchase of the Property, which is the subject of this Buy-Back Agreement.
- 5. Accord. It is understood and agreed that this Agreement shall be effective as a full and final accord and satisfaction by and between the Parties with regard to the monies allegedly owed, including all causes of action, costs, expenses, attorney's fees, expert fees, damages, claims and liabilities whatsoever, whether or not now known, suspected, claimed or concealed, whether asserted or that could be asserted by any party against another.
- Maiver of Unknown Claims. The Parties acknowledge that each of them is aware that they may hereafter discover claims or facts in addition to ordifferent from those that they now know or believe to exist with respect to the subject matter of this Buy-Back Agreement, but it is the Parties' intention to fully, finally and forever settle and release all potential claims that the Parties may have against the each other relating to the monies owed. In furtherance of such intention, the parties hereto agree that this Buy-Back Agreement shall remain in effect as a full and complete release of the claims included in this Buy-Back Agreement notwithstanding the discovery or existence of any such additional or different facts.
- 7. <u>Entire Agreement</u>. This Buy-Back Agreement is an integrated agreement that constitutes the complete and entire written agreement between the parties. All prior and contemporaneous agreements, representations, and negotiations regarding the matters resolved herein, if any, are superseded.

- & No Modification. The terms of this Buy-Back Agreement may only be amended or modified by a writing, signed by duly authorized representatives of all parties hereto, expressly stating that such modification or amendment is intended.
- 9. Opportunity to Review. Purchaser and Developer represent and warrant that they have been provided with an opportunity to consult with an attorney and have an attorney review this Buy-Back Agreement and that either they have been fully advised by said attorney with respect to their rights and obligations as to the execution of this Buy-Back Agreement or they have elected not to consult with an attorney.
- Counterparts. It is understood and agreed by and between the parties hereto that this Buy-Back Agreement may be executed in counterpart, and a signed copy shall have the full force and effect of a signature on any original and shall be considered an original as to the party signing any such copy. Furthermore, a fax or e-mailed signature page by any signatory shall constitute an original for all purposes.

PURCHASER:	DEVELOPER:
Christopher	Eco-Futures Development, Inc.
By: Autophs 3/5/18	Authorized Representative
	What is the ward



Dykema Gossett LLP 333 South Grand Avenue Suite 2100 Los Angeles, CA 90071 WWW.DYKEMA.COM

Tel: (213) 457-1800 Fax: (213) 457-1850 Michael P. Wippler

Direct Dial: (213) 457-1717 Direct Fax: (855) 221-2136 Email: MWippler@dykema.com

August 18, 2016

Via E-Mail (<u>rod@gpadevelopers.com</u> and <u>francine@ecofuturesbelize.com</u>) and Certified Mail

Rod Kazazi, COO Global Property Alliance, Inc. and Eco-Futures Development, Inc. 3333 Michelson Dr. Irvine, CA 92612-1682

Re: Darren and Jennifer - Breach of the April 11, 2015, Buy-Back and Termination
Agreement

Dear Mr. Kazazi:

We represent Darren and Jennifer (the "1") regarding your breach of the April 11, 2015, Buy-Back and Termination Agreement (the "Agreement"). On Monday, August 15, 2016, the 3 received a call from Francine Matute of your office informing the that neither Global Property Alliance, Inc. ("Global") nor Eco-Futures Development, Inc. ("Eco") would honor the Agreement or make any further payments to the Millers under the Agreement.

Presently, Global and Eco, jointly and severally, owe the \$77,934.81 under the Agreement. Please pay the in care of this office, the full \$77,934.81 by Friday, August 26, 2016.

If we do not receive the full payment by then, the have authorized us to initiate an action against Global, Eco, you personally, and any other parties behind Global or Eco or involved in the February 23, 2014, Memorandum of Sale for, among other things, fraud, conversion, unfair business practices, violation of B&P Code 17200, and breach of contract. The vill also seek recovery of their attorney fees under Section 10 of the Agreement.

Please note, the Mutual Release contained in <u>Section 4</u> of the Agreement and the Confidentiality clause contained in <u>Section 3</u> of the Agreement are expressly conditioned on you

California | Illinois | Michigan | Minnesota | Texas | Washington, D.C.

Dykema

Rod Kazazi, COO August 18, 2016 Page 2

repaying the s the full \$77,934.81. If the are not paid this amount as required will also pursue all of their administrative and legal under the Agreement, then the remedies related to their initial investment. This would include claims against you, Jimmy Moore, Buy Belize, and Frank Peerless Green. We also understand the are just one of numerous victims. Accordingly, we will consider filing this matter as a class action.

\$77,934.81 We look forward to you honoring the Agreement and returning the by August 26th.

Please act accordingly.

Sincerely,

DYKEMA GOSSETT LLP e Sil

Michael P. Wippler



CONDOMINIUM SALE AGREEMENT

1. DEVELOPER:

Eco-Futures Development, Inc.

Plaza Tower 600 Anton Boulevard, 11th Floor

Costa Mesa, CA 92626

"Developer"

2. PURCHASER:

(Hereinaster called the "Purchaser")

3. CONDO SOLD:

a) Marina Village Waterfront Condominium one-story end unit closest to dock walkway, located above retail space, construction comprising of approximately 1,610 Sq. Feet ~under roof, shown and delineated in building section E of the Master Plan. Including all turnkey furnishings listed in the attached "Furniture Package" addendum provided. Together with all rights to pass and repass along all roads, streets and ways shown on the said plan ("the property"). AND the

b) Admission to membership of Sittee River Wildlife Reserve, a not-for-profit company, limited but guarantee whose objects include the establishment, maintenance and operation of a wildlife sanctuary, nature reserve and conservation park.

4. PRICE:

US \$580,000.00



5. PAYMENT:

The Price shall be paid by the Purchaser as follows:

- (a) A payment of US \$580,000.00 is due as follows:
 - (i) Credit of US \$173,198.00 has been received and applied towards purchase price.
 - (ii) US \$380,000.00 is due by May 25, 2018.
 - (iii) The balance of US \$26,802.00 is payable in twelve (12) monthly installments of US \$2,233.50 beginning on June 30th, 2018 until satisfied in full.

6. SPECIAL CONDITIONS:

The Developer guarantees full completion of condominium ready for occupancy will occur within eighteen (18) months of date of executed contract. If the Developer fails to meet this timeframe, The Purchaser will have full rights to rescind and receive a refund of the original \$580,000.00 plus an additional 10% interest return of \$58,000.00 for a total refund of US \$638,000.00 payable in monthly installments of US \$26,583.33 pursuant to the attached amortization schedule.

7. NON-DISPARAGEMENT:

Neither party shall, directly or indirectly, make, publish or communicate to any person or entity, in any public or internet forum including social media, or in any matter or medium any comments or statements, written or oral, that criticize, denigrate, or disparage, or are detrimental to, the reputation or stature of the other party or its businesses, or any of its employees, directors, and officers, and existing and prospective customers, suppliers, investors, and other associated third parties. The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Developer refusing to enter into this Agreement. If the Purchaser breaches its obligations under this Section, the Purchaser shall pay to Developer US \$100,000.00 for each breach. The parties intend that these liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Vendor's harm in the form of lost sales caused by a breach



5. PAYMENT:

The Price shall be paid by the Purchaser as follows:

- (a) A payment of US \$580,000.00 is due as follows:
 - (i) Credit of US \$173,198.00 has been received and applied towards purchase price.
 - (ii) US \$380,000.00 is due by May 25, 2018.
 - (iii) The balance of US \$26,802.00 is payable in twelve (12) monthly installments of US \$2,233.50 beginning on June 30th, 2018 until satisfied in full.

6. SPECIAL CONDITIONS:

The Developer guarantees full completion of condominium ready for occupancy will occur within eighteen (18) months of date of executed contract. If the Developer fails to meet this timeframe, The Purchaser will have full rights to rescind and receive a refund of the original \$580,000.00 plus an additional 10% interest return of \$58,000.00 for a total refund of US \$638,000.00 payable in monthly installments of US \$26,583.33 pursuant to the attached amortization schedule.

7. NON-DISPARAGEMENT:

Neither party shall, directly or indirectly, make, publish or communicate to any person or entity, in any public or internet forum including social media, or in any matter or medium any comments or statements, written or oral, that criticize, denigrate, or disparage, or are detrimental to, the reputation or stature of the other party or its businesses, or any of its employees, directors, and officers, and existing and prospective customers, suppliers, investors, and other associated third parties. The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Developer refusing to enter into this Agreement. If the Purchaser breaches its obligations under this Section, the Purchaser shall pay to Developer US \$100,000.00 for each breach. The parties intend that these liquidated damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Vendor's harm in the form of lost sales caused by a breach

Eco-Futures Development, Inc. Plaza Tower 600 Anton Boulevard, 11th Floor Costa Mesa, CA 92626



SIGNED by the duly authorized representative of the DEVELOPER) in the presence of:

Witness

SIGNED by the PURCHASER) in the presence of:

Witness



Addendum for Furnishing Package for Condo in the Marina Village @ The Reserve Belize

All wood items to be manufactured by our on-site wood shop:

- 1. Dining Table and chairs (1 table- 4 chairs)- dimensions: scale for room
- 2. Cocktail table for living room (1) wood- dimensions: scale for room
- 3. Sofa End Tables (2) dimensions: scale for room
- 4. Headboard/bedframe -wood- scale for room (King or Queen)
- 5. Twin headboard/bedframe (2)- scale for room
- 6. Bedside tables/nightstands (4)- wood- dimensions: scale for room
- 7. Dressers (2)- wood- dimensions: scale for room

Kitchen Supplies:

- a) Set of pots/pans
- b) Set of glasses (water/wine)- 4 each type
- c) Set of Coffee Mugs- 4
- d) Flatware-service for 4
- e) Plates-service for 4
- f) Coffee Pot
- g) Blender
- h) Toaster

MEMORANDUM OF SALE

1. VENDOR:

Sittee River Wildlife Reserve

PO Box 130 Dangriga, Belize Central America

2. DEVELOPER:

Eco- Futures Development Inc.

P.O. Box 260 Dangriga, Belize Central America

3. PURCHASER:

TX 7

4. PROPERTY SOLD:

a) ALL THAT piece or parcel of land being part of lands generally known as "Sanctuary Belize" and being a part of "All Pines" situated in the Stann Creek District of Belize being Sapodilla Ridge Lot SR042 comprising approximately 0.35acres, as shown and delineated on the subdivision survey in Register No.24, Entry No.9198 TOGETHER with all right to pass and repass along all roads, streets and ways shown on the said plan ("the property"). AND the

b) Admission to membership of Sittee River Wildlife Reserve, a not-for-profit company, limited but guarantee whose objects include the establishment, maintenance and operation of a wildlife sanctuary, nature reserve and conservation park.

5. PURCHASE PRICE:

US \$242,190.00 (includes a 10% discount)

3471 Via Lido, Suite #200 Newport Beach, California 92663 Phone - (949) 673-4270, Fax - (949) 673-4276

6. HOW PAYABLE:

The purchase price shall be paid by the Purchaser to the Vendor as follows:

(a) A 50% down payment of US \$121,095.00 (of which \$1,000.00 has already been received. US \$8,687.60 is due on or before July 1, 2011. US \$111,407.40 is due on or before October 30, 2011.

(6)

- (c) The balance of US \$121,095.00 with the interest at the rate of 4.9% per annum shall be paid as follows:
 - (i) US \$792.50 per month for 240 months beginning on November 30, 2011 until payment in full.
- (d) All amounts payable hereunder shall be made and sent by check or money order to: Eco-Futures

3471 Via Lido Suite # 200 Newport Beach, CA 92663

7. RATES & TAXES:

Property tax arrears are to be for the account of the Vendor and all property taxes accrued after the date of this agreement shall be for the account of the Purchaser.

8. <u>LIENS & INCUMBRANCES:</u>

Property is sold free and clear of all liens and encumbrances, but otherwise subject to Restrictive Covenants in Attachment.

9. TITLE:

The Vendor's root of title shall commence with a Transfer Certificate of Title in the name of Sittee River Wildlife Reserve dated 25th day of April, 2003 in the Land Titles Register Volume 43 Folio 38 and Volume 43 Folio 39.

10. POSSESSION:

The Purchaser may enter into possession of the property on the date hereof.

11. COMPLETION:

Upon payment of the purchase price in full or on such other day and date as the parties may agree, whereupon the Vendor will convey and transfer title to the property to the Purchaser or his nominee at the cost and expense of the Purchaser.

3471 Via Lico, Suite #200 Newport Beach, California 92663 Phone - (948) 673-4270 Fax - (949) 673-4276

12. COST & EXPENSES:

The Purchaser shall be liable for the following:

- a) Stamp duty and General Sales Tax (GST) as may be charged by the Government; Registration fee of US\$125.00;
- b) Legal Fees.

13. <u>SPECIAL</u> CONDITION:

The property is sold subject to the Restrictive Covenants (Attachment I). The Purchaser, as member of Sittee River Wildlife Reserve, hereby agrees to the aforesaid Restrictive Covenants and by-laws of the Reserve, and agrees to contribute its proportionate share of any recurrent account deficit the Reserve may have from time to time.

 If at any time upon viewing the property in July 2011 the Purchaser becomes dissatisfied with the lot, all monies paid toward lot will be refunded.

14. **GOVERNING LAW:**

This Agreement is governed by the Laws of Belize and the Courts of Belize shall have exclusive jurisdiction.

15. <u>CONDITION</u> <u>PRECEDENT:</u>

Purchaser shall have the option to perform a physical site inspection of the Property within 31 days of execution of this Agreement. Following physical inspection of the Property, in the event Purchaser does not wish to proceed with the completion of the purchase, Purchaser may elect to rescind this Agreement by providing written notice to Vendor and Developer prior to the Purchaser leaving Sanctuary Belize. Following adequate notice to rescind, this Agreement shall be rescinded and all deposit monies returned to Purchaser.

3471 Via Lido, Suite #200 Newport Beach, California 92663 Phone - (949) 673-4270 Fax - (949) 673-4276



This Memorandum of Sale was prepared on behalf of one of the parties concerned therein.

0471 Via 100 - Suite #300 Newpurt Beach, California 92663 Phone - (949) 673-4279 - Fax: - (949) 673-4279

In general, from 2009 to 2015, the loans and related revenue were recorded on Sittee River Wildlife Reserve's books as follows:

On Sittee River Wildlife Reserve's Books

• Loan Origination

Dr. Accounts Receivable Trade Cr. Deferred Revenue

• Payment Collection and Sales Recognition

Dr. Undeposited – GPA Principal Cr. Accounts Receivable Trade

Dr. Deferred Revenue

Cr. Sale of Lots – Principal Collected on Lots

Dr. Undeposited GPA Interest

Cr. Sale of Lots: Interest Earned Lot Sale

• When Actual Payments Deposited into Sittee River Wildlife Reserve's Bank Accounts

Dr. Bank Accounts

Cr. Undeposited – GPA Principal

Cr. Undeposited GPA Interest

In 2016, the loan balances were transferred from Sittee River Wildlife Reserve's books to the Eco Futures Belize Limited's books. Therefore, Sittee River Wildlife Reserve's books no longer have loan related receivables and all the loan receivables are now on Eco Futures Belize Limited's books.

Existing Loan Portfolio (approximately \$172 million in BZD or \$86 million in USD)
 Transferred out of Sittee River Wildlife Reserve's Books and into Eco Futures Belize Limited's Books in 2016

On Sittee River Wildlife Reserve's Books

Dr. Cash

Cr. Accounts Receivable Trade

Dr. Deferred Revenue

Cr. Cash

On Eco Futures Belize Limited's Books

Dr. Loan Receivable

Cr. Deferred Revenue

(For the balance collected and recorded under Sittee River Wildlife Reserve's Books)

Dr. Deferred Revenue

Cr. Loan Receivable

The sale contracts after 2015 are segregated into two parts, land and development contracts. The recording for land contracts is still kept in the Receivership Entities' accounting in Belize, under Eco Futures Belize Limited's books. But the development contracts are recorded as receivables on the Eco Future Development's books in the United States. The loan activities from 2016 to 2018, including the remaining loan balances for prior sales contracts sold, the loans for land contracts originated after 2015, and the related revenue recognition were recorded on Eco Futures Belize Limited's Books as shown below.

On Eco Futures Belize Limited's Books

• Land Loan Origination

Dr. Loan Receivable

Cr. Deferred Revenue

Payment Collection and Sales Recognition

Dr. Cash

Cr. Loan Receivable

Cr. Lot Sales Revenue: Interest Income Loan

Dr. Deferred Revenue

Cr. Lot Sales Revenue: Principal Collected on Lots

• For Payments Received by Eco Futures Belize Limited

Dr. Bank Accounts

Cr. Cash