

Offer Letter and Stock Transfer Agreement

Cerro Coyote

Costa Rican Corporation

1. Cerro Coyote is a Costa Rica corporation created on June 2, 1999, and domiciled in San José, Costa Rica. Daniel G. Abel, Charles L. Leary and Vaughn J. Perret wholly own all shares of Cerro Coyote.
2. Cerro Coyote stock is available in blocks equal to two point five per cent [2.5%] of the total stock issued and offered for sale at ten thousand dollars U.S. [\$10,000.00]. All stock ownership will be recorded on the books of the corporation as per Costa Rican law.
3. Cerro Coyote will invest all monies in the development of land in Costa Rica for a private vacation house/retreat, commercial coffee finca and related services and facilities.
4. The principals of Cerro Coyote will act as the officers of the company, with Daniel G. Abel as President, Vaughn J. Perret as Vice President and Charles L. Leary as Secretary.
5. The principals - Daniel G. Abel, Charles L. Leary and Vaughn J. Perret - reserve the right to buy out any investor's shares for replacement of the dollar value of their investment; or for a reasonable market value of the shares owned, whichever is greater at the time of the sale. Unless a public market exists, the fair market value will be determined by a

- qualified third party unrelated to the buyer or the seller.
6. Financing and equity capital for Cerro Coyote will come from two sources:
 - a. Principals' capital and equity; and
 - b. Investors' capital.

 7. Those individuals investing \$10,000.00 [ten thousand dollars] are entitled to 21 days accommodation and use of all facilities at Cerro Coyote's property within a calendar year, with the particular timing of the accommodation subject to availability on a first come, first serve basis. Any non-allotted time during the calendar year may also be distributed, in addition to an investor's 21 days, on a first come, first serve basis, through reservations made with the principals.

 8. Costs, related to gasoline, transportation, foods, supplies, and maid or cooking services are not included. Cerro Coyote reserves the right to request reimbursement from investors on an annual or monthly basis for reasonable fees related to maid, upkeep and cooking services, currently projected at the equivalent of \$20.00 [twenty dollars U.S.] per month.

 9. Any dividends realized from the sale of coffee, rental income or other corporate profit will be paid on a pro-rate basis to all shareholders through a Costa Rican bank in Costa Rican currency. Any financial projections are based on good-faith estimates of future income, but are not a guarantee of income or dividends.

10. Daniel G. Abel, Charles L. Leary, and Vaughn J. Perret reserve the right of first refusal for any investor wishing to sell their shares in Cerro Coyote stock, allowing Abel, Perret and Leary either individually or collectively to accept or reject an investor's offer of sale of stock before that stock is offered to others.

The undersigned stockholders and officers of Cerro Coyote, Daniel G. Abel, Charles L. Leary and Vaughn J. Perret, hereby transfer 2.5 shares of Cerro Coyote stock to _____, in exchange for \$ 10,000.00

in United States currency. This agreement shall serve as proof of stock ownership and the transfer will be recorded on the books of the Cerro Coyote Corporation, as per Costa Rican law..

Signed:

Date

Daniel G. Abel
Daniel G. Abel

Charles L. Leary
Charles L. Leary

Vaughn J. Perret
Vaughn J. Perret

Stock Purchaser

