

Memorandum of Understanding And Agreement

Between

Ministry of Natural Resources and the Environment (MNRE)

and

Reagan International Ltd (RIL)

WHEREAS, MNRE, located in Belmopan, Belize and RIL, located at Mile 8, Northern Hwy, Belize District, Belize, being convinced of the significance and desirability of cooperation to ultimately establish a framework for development of the Crown Lands ("Project") located on the Placencia Peninsula, Stann Creek District, Belize, just south of the Placencia Airport and continuing more or less to the Placencia Water Tower, and comprising of 90 acres \pm , and such development to consist of a public development component partially funded and managed by a private development component with the intention of creating filled and properly covenanted public lots to be allocated to Belizeans at subsidized costs by the Minister of Natural Resources and the Environment with the advice of relevant local authorities, namely the Placencia Village Council and the Placencia Lots Committee.

WHEREAS, MNRE, and RIL assume a good faith effort to implement a strategy designed to maximize the potential of the area taking into account relevant requirements of DOE, benefits to the Village of Placencia and Belize, as well as proper benefit to the public and private developments as shown on the attached proposed layout plan, and proper benefit to GOB through MNRE.

WHEREAS, MNRE, and RIL agree to the establishment of this MOUA laid out hereunder the following terms and conditions fulfilled by the three above-named entities.

RIL Agrees to act as negotiator and facilitator in the process of public and private utilization of the Crown Lands between the MNRE, Placencia Village, and all other stakeholders, with responsibilities including, but not necessarily limited to, the following:

1. Negotiate with and garner support for the entire project at the local level, mainly Placencia Village and the Placencia Lots Committee (**Note: Please refer to attached Support letter signed on behalf of the Placencia Village Council and Placencia Lots Committee**),



2. Negotiate with MNRE on behalf of the public development as proposed in the attached master layout plan, *(Please refer to attached master layout plan and Proposal Letter)*
3. Reclaim land and provide basic infrastructure for the public development in accordance with an approved development plan
4. Identify and obtain a contractual commitment from a Private Developer* for the private development component of "Project" *(Please refer to attached master plan and Proposal Letter)*
5. Negotiate with MNRE on behalf of the private development as proposed in the attached master layout plan,
6. Manage the public development, along with relevant stakeholders, namely MNRE, Placencia Village, and private developer in ensuring the adequate funding and management of such is available for the public development,
7. Co-manage and co-develop the private development component,
8. Manage and facilitate all payments to MNRE, GOB, and any other public institutions on behalf of the "Project".
9. Manage and facilitate all payments on "Initial Phase" of Project including, but not necessarily limited to, Acquisition of Property, Environmental Clearances, Initial Surveys determining actual acreage of Project, Engineering and Site Planning of public development,
10. Any other duties and responsibilities needed to manage and facilitate for the successful implementation of Project as determined by MNRE, RIL, Private Developer, and other stakeholders.

* Private Developer identified by RIL is Seaview Southern Acquisitions Ltd with its principals Dianne Bulman of Placencia and Dennis Johnson of Mile 8, Northern Hwy, Belize.

Private Development Component Relationship to "Project"

The private development's (Developer's) function within the framework as established in this MOUA, is to develop the private component in any manner consistent with applicable developmental laws of Belize, and materially assist in the public development component with the following, including, but not necessarily limited to:

1. Funding the perimeter surveys in determining the total amount of Crown Land available for Project, *(Please refer to attached master layout plan)*



2. Funding surveys delineating boundaries for public, nature preserves, and private components of Project, *(Please refer to attached master layout plan)*
- X 3. Funding the layout planning, EIA (if necessary) and other environmental requirements, and the engineering of the Project in the amount of \$150,000.00,
4. Providing design, management, and other support as may be necessary for the successful implementation of the public development and nature preserves, including, but not necessarily limited to, establishing proper credit facilities for the development of the public component with regards to land filling and proper sea-walling, *(Please refer to attached master layout plan and Proposal Letter)*
5. Funding the "Initial Phase" of the public development with direct "improvement" costs in the amount of \$150,000.00,
6. Providing management, and other support necessary for proper distribution of lots in the public component in accordance with the criteria set by MNRE,
7. Any other reasonable support necessary for the successful implementation of the Project as determined by mutual and negotiated consent of all parties involved, namely MNRE, and RIL.

MNRE Agrees to make the land available as described herein for the implementation of the Project with regards to, but not necessarily limited to, the following:

1. Granting formal permission to survey and/or re-survey property to determine the amount of Crown Land available for the Project *(Initial Phase)*
2. Granting permission to purchase the property (Purchase Proposal attached) determined to be developed as the private component after surveying is completed, *(Please refer to attached proposed master layout plan)*
3. Granting formal reserve status to designated "green spaces" or nature preserves as proposed in the Project and put under the management of the Belize Conservation and Management Foundation (BCMF) or other suitably qualified conservation entity, *(Please refer to attached proposed master layout plan)*
4. Encourage the exchange of information and ideas on the Project between Project managers and the DOE, Geology and Petroleum, Physical Planning, and other relevant agencies and stakeholders involved in the Project.
5. Assistance as may be needed by both public and private components in developing and dissemination of public development lots as per MNRE criteria.



Period of Agreement and Commencement of Project

X The Period of Agreement shall be for 36 months from the date of signing of MOUA.

Additional time will be added to the Period of Agreement in the amount equal to the time required to get all clearances, permits and approvals from all relevant departments in GOB.

X MNRE reserves the right to alter, re-negotiate, or cancel the Project if deemed necessary at the expiration of the Period of Agreement if "satisfactory progress" has not been made by developers.

Satisfactory progress shall take into account Acts of God, i.e. hurricanes and other natural disasters, political and fiscal instability, and other phenomena deemed a substantial detriment to development in the area.

This initial phase of the Project shall commence within 14 days of the signing of this MOUA.

This MOUA is fully binding on all parties for the Period of Agreement and can only be altered or terminated by mutual written consent of all parties involved.

All parties have the resources necessary to carry out their respective duties and responsibilities for the successful implementation of the Project with the specified timeframes in the Period of Agreement.

IN WITNESS THEREOF, all parties to have set their hands and sealed on the date and year set hereto below:

AUTHORIZED SIGNATORIES and SEALS:


Mr. Ismael Fabro
Chief Executive Officer

13/02/07
Date


Dennis Johnson
Reagan International Ltd. Managing Director



13.2.2007
Date