

SHARE TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of February 2005 by and between **Mr. Julian Rollocks**, a Sint Maarten resident ("Seller") and **Mr. Rudolf Baetsen**, a Sint Maarten resident ("Buyer"):

WITNESSETH:

WHEREAS Seller is the registered owner of sixty (60) fully paid shares of US\$100.00 nominal value each, numbered 1 through 60 inclusive, in the Capital Stock of **Bright Day Finance N.V. dba Caribbean Finance**, a limited liability company incorporated under the laws of the Netherlands Antilles and established in Sint Maarten;

WHEREAS Seller wishes to sell and transfer forty-eight (48) shares of above-mentioned shares **Bright Day Finance N.V. dba Caribbean Finance** to the Buyer as provided for hereafter;

THEREFORE IT IS AGREED AS FOLLOWS:

1. **Transfer of Shares.** The Seller hereby transfers to the Buyer and the Buyer hereby accepts in ownership from the Seller 48 shares, numbered 13 through 60 in the capital of **Bright Day Finance N.V. dba Caribbean Finance**.
2. **Purchase Price.** In consideration of the sale and transfer of the shares as set forth herein, Buyer shall pay, or cause to be paid, to Seller, an amount equal to Naf 300.000,- (three hundred thousand N.A. Guilders) in lawful currency of the Netherlands Antilles or the equivalent in lawful currency of the United States. Buyer will pay one half of the purchase price or Naf 150,000 (one hundred fifty thousand N.A. guilders) upon execution of this agreement by means of a payment into one or more of the following bank accounts of Seller:
 - a) RBTT - 620.000.00.04.71.151 ANG

- b) RBTT - 620.000.00.04.71.151 USD
- c) RBTT - 620.000.04.00.16.757 ANG
- d) RBTT - 620.000.04.00.16.889 ANG
- e) WIB – 21331506 USD
- f) WIB – 21331604 ANG

The balance of the purchase price will be paid in ten (10) monthly installments of Naf 15,000 (fifteen thousand N.A guilders) into the same above-mentioned bank account(s).

- 3. **Governing Law.** This Agreement shall be subject to and governed by the laws of the Netherlands Antilles, without regard to its conflict of laws rules.
- 4. **Pronouns, Singular, and Plural.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter form, and the singular form of nouns and pronouns shall include the plural and vice versa.
- 5. **Binding Effect.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Headings.** The headings of the Agreement are inserted for convenience only, and are not to be considered in construction of the provisions hereof.

IN WITNESS WHEREOF, the parties sign this agreement in two copies as of the day and year first above written.

Seller

Buyer

Julian Rollocks

Rudolf Baetsen

Acknowledgement:

The undersigned, Mr. Julian Rollocks

Residing in Sint Maarten, Netherlands Antilles, acting in his capacity of Managing Director of **Bright Day Finance N.V. dba Caribbean Finance**, herewith acknowledges the transfer stated above and undertakes to register this transfer in the shareholders register of **Bright Day Finance N.V. dba Caribbean Finance**.

Signed in duplicate on February 14th, 2005

Mr. Julian Rollocks

(Managing Director)