



## TEAK PARCEL PAYMENT

Please initial next to each statement:

1) *The total Fifteen-Thousand One Hundred and Ninety-Two Dollars (\$15,192 dollars) includes:*

                     Ownership of reforested teak parcel (1000 m<sup>2</sup>) and 15-year old teak that is on the designated land

**Does not include:**

                     Authentication of documents required for titling of parcel (due directly to the Consulate/Embassy of Panama or Panamanian notary)\*  
**\*Authentication of documents must be done in person at either a Panamanian consulate or at a notary in Panama\***

                     Titling fees in Panama (attorney and government registration)

2) *Maintenance and Management:*

                     Annual fees are US\$150/year and include regular cleanings, trimmings, and general upkeep of the farm to ensure the teak is growing to the highest standards possible.

                     The farm is maintained by Geo Forestal S.A., and managed by Hardwoods Unlimited, majority partner in the teak plantation. At final harvest, the Parcel Owner will pay a 20% management fee of the gross total.

                     Hardwoods Unlimited anticipates thinnings at age 18, 20 and final harvest at age 25. I understand that, depending on market conditions, the year may change depending on market conditions.

                     At the time of harvest, Hardwoods Unlimited will facilitate moving the logs from lumber and will distribute proceeds to the Owner. There is a 15% of the gross total processing fee to move the logs to lumber. If the logs are not moved to lumber, the Owner will not be charged a 15% fee.

                     I acknowledge that I am obligated to replant after harvest and that the replanting fee will be at-cost.

**Entre los suscritos** (*Between the subscribers*) **MICHAEL KENT COBB**, mayor de edad (*of legal age*), con dirección en (*with address at*) la Ciudad de Panama, teléfonos (phone numbers) +(505)-2265-2780 en representación de (*in representation of*) **HARDWOODS UNLIMITED, S.A.**, sociedad anónima inscrita a Ficha (*anonymous society registered under Microfiche*) 796278, Documento (*Document*) 2,341,026, de la Sección Mercantil del Registro Público (*of the Merchant Section of the Public Registry*) haciendo negocios como *doing business as* **Teak Hardwoods**, en adelante **EL PROMITENTE VENDEDOR** (*hereinafter called THE PROMISSORY SELLER*), y (*and*) **Mark Lepore** mayor de edad (*of legal age*), portador de la cédula de identidad personal (*holder of personal identification card*) N° HK434475 con dirección en (*with address at*) 636 Shafer Avenue, Sault Ste. Marie, Ontario, CANADA teléfonos (phone numbers) +1 (519) 341-4125 en adelante **EL PROMITENTE COMPRADOR** (*hereinafter called THE PROMISSORY BUYER*), y parcela titulada en nombre de (*and parcel titled in the name of*) **Mark Lepore** por este medio convenimos en celebrar el presente Contrato de Promesa de Compraventa de acuerdo a las siguientes cláusulas (*by this way agree to the present Promise to Purchase Contract under the following clauses*):

**PRIMERA: EL PROMITENTE VENDEDOR** declara que es titular de la Finca número (*FIRST: Declares THE PROMISSORY SELLER that he/she is the lawful owner of a 1000m<sup>2</sup> parcel at Property number*) **167-101**, ubicada en El Llano, el Distrito de (*located in the District of*) **Chepo**, Provincia de (*Province of*) **Panama** y todos los arboles de teca que tiene quince años en la parcela (*and all of the 15-year-old teak trees on the said parcel*), en adelante **LA FINCA** (*hereinafter called THE PROPERTY*).

**SEGUNDA: Declara EL PROMITENTE VENDEDOR** que por este medio promete vender **LA FINCA** descrita a **EL PROMITENTE COMPRADOR**, con una superficie aproximada de (*SECOND: Declare THE PROMISSORY SELLER that by this way he/she is bound to sell THE PROPERTY described to THE PROMISSORY BUYER, with an approximate area of*) 1000 m<sup>2</sup>.

**TERCERA: Las partes convienen que el precio de venta de LA FINCA** descrita es (*THIRD: The parties agree that the price of sale of THE PROPERTY described is*) **Fifteen Thousand One Hundred and Ninety-Two United States Dollars (US \$15,192)** moneda de curso legal de **Estados Unidos de América** (*legal currency of the United States of America*), libre de intrusos y al día con el pago de impuestos, tasas o deudas de cualquier naturaleza al momento de firma del presente documento (*tax and free of intruders, and in good standing with the payment of all taxes and duties of any kind at the date of the signature of the present document*).

**CUARTA: A partir de la firma de este Contrato EL PROMITENTE VENDEDOR autoriza a EL PROMITENTE COMPRADOR para que posea LA FINCA descrita. EL PROMITENTE VENDEDOR no está autorizado a vivir en LA FINCA debido a leyes de reforestación** (*FOURTH: At the signature of this Contract, the PROMISSORY SELLER authorizes the PROMISSORY BUYER to own THE PROPERTY as described. THE PROMISSORY BUYER is not authorized to materially occupy THE PROPERTY at any point due to reforestation laws.*)



**QUINTA: EL PROMITENTE VENDEDOR se obliga a suministrar a EL PROMITENTE COMPRADOR todos los documentos necesarios para la Venta definitiva de LA FINCA descrita** (*FIFTH: THE PROMISSORY SELLER is bound to deliver to THE PROMISSORY BUYER all the necessary documents to carry out the definitive Sale of THE PROPERTY described*).

**SEXTA: Las partes acuerdan que cada una pagará, de manera independiente y bajo su propia responsabilidad, los Honorarios de sus respectivos Abogados. Todos de los gastos están incluidos en el precio de la parcela.** (*SIXTH: The parties state that each of them shall pay, in an independent manner and under their own responsibility, their respective lawyer's fees. All fees are included in the price of the parcel*).

**SEPTIMA: Las partes acuerdan que este documento sera firmada por ambas partes,** (*SEVENTH: The parties agree that this document shall be signed by both parties,*) **a más tardar el (no later than) 10 del noviembre (of the month) November 10<sup>th</sup> del año (of the year) 2020 o antes, según decida EL PROMITENTE COMPRADOR** (*or before, as THE PROMISSORY BUYER decides*).

**OCTAVA: En caso de que EL PROMITENTE VENDEDOR incumpla cualesquiera de las obligaciones acordadas en el presente CONTRATO DE PROMESA DE COMPRAVENTA, EL PROMITENTE COMPRADOR podrá considerar terminado el presente CONTRATO DE PROMESA DE COMPRAVENTA, de pleno derecho y sin la necesidad previa de recurrir a los Tribunales de Justicia, y pudiendo exigir, sin ningún tipo de responsabilidad para EL PROMITENTE COMPRADOR, la devolución de las sumas pagadas a EL PROMITENTE VENDEDOR en concepto de pago o pago parcial.** (*EIGHTH: In the event that THE PROMISSORY SELLER defaults on any of the obligations agreed in this PROMISE TO PURCHASE CONTRACT, THE PROMISSORY BUYER could consider terminated this PROMISE TO PURCHASE CONTRACT, by full power and without the need of prior appeal to the Courts of Justice, being able to demand, without any kind of responsibility on THE PROMISSORY BUYER side, the return of the amount paid to THE PROMISSORY SELLER in concept of payment or partial payment*).

**NOVENA: En caso de que EL PROMITENTE COMPRADOR incumpla cualesquiera de las obligaciones acordadas en el presente CONTRATO DE PROMESA DE COMPRAVENTA, EL PROMITENTE VENDEDOR podrá considerar terminado el presente CONTRATO DE PROMESA DE COMPRAVENTA, de pleno derecho, sin la necesidad previa de recurrir a los Tribunales de Justicia, y sin la necesidad de devolver las sumas pagadas por EL PROMITENTE COMPRADOR en concepto de pago o pago parcial, por el incumplimiento** (*NINTH: In the event that THE PROMISSORY BUYER defaults on any of the obligations agreed to this PROMISE TO PURCHASE CONTRACT, THE PROMISSORY SELLER could consider terminated this PROMISE TO PURCHASE CONTRACT, by full power and without the need of prior appeal to the Courts of Justice, with no obligation of return of the amount paid by THE PROMISSORY BUYER in concept of payment or partial payment, for the default*).




**DECIMA: Declaran ambas partes que aceptan los términos y condiciones del presente Contrato de Promesa de Compraventa, de manera voluntaria.** *(TENTH: Declare both parties that they accept the terms and conditions of the present Promise to Purchase Contract, in a voluntary way).*

**EN FE DE LO CUAL (IN FAITH WHEREOF), firman ambas partes el presente Contrato de Promesa de Compraventa hoy,** *(sign both parties the present Promise to Purchase Contract today) 3 del noviembre (of the month) November 3<sup>rd</sup> del año (of the year) 2020.*

**EL PROMITENTE VENDEDOR:**  
*(THE PROMISSORY SELLER):*

**EL PROMITENTE COMPRADOR:**  
*(THE PROMISSORY BUYER):*

\_\_\_\_\_  
**Nombre (Name):** Michael Kent Cobb  
Hardwoods Unlimited, Ltd.

  
\_\_\_\_\_  
**Nombre (Name):** Mark Lepore



## Teak Ownership Cover Letter


If you are a citizen of the United States, please initial 1 and 2 below, where applicable. If you are not a citizen of the United States, please write "N/A."

**1. If purchasing teak for residency purposes, please initial statement below:**

\_\_\_\_\_ My primary purpose for acquiring real estate is to become a Panama resident.

**2. If purchasing teak for solely investment purposes, please initial information below:**

\_\_\_\_\_ I am an accredited investor.

 I have the financial wherewithall to evaluate the merits of purchasing the teak land as an investment.

*I acknowledge that Hardwoods Unlimited makes no representation as to the future value of the timberland acquired herein.*

*I acknowledge that refunds can only be processed up to 15 days after the transaction is completed. Thereafter, if the Buyer would like to liquidate their parcel(s), the parcel(s) will be put on the market as a re-sale. If the Buyer elects for the Seller to re-sell the parcel(s) there will be a sales and marketing fee. The Seller cannot guarantee a timeframe in which the parcel(s) will be sold.*

**I hereby confirm that information stated in this document is accurate.**

Full Name (Print): MARK LEPORE

Signature: 

Date: 11/04/2020

(Owner 2 – if applicable):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_