

PRIVILEGE VIP MEMBERSHIP

Personal playground, exotic escape and a haven for limitless possibilities. In other words, endless enjoyment and unforgettable experiences in "Solid Gold' Style"





HOW TO APPLY FOR YOUR PRIVILEGE VIP MEMBERSHIP

Each applicant must be nominated by one existing member and approved by the Membership Committee or have a personal recommendation of a Founder.

To apply for your Privilege VIP Membership, you must review and complete the following forms, sign or initial where required and send it back to:

Solid Gold International, S.A., 3365 N. Federal Hwy, Fort Lauderdale Florida, 33306.

- **1.** Privilege VIP Membership application (*I*)
- 2. Recurring payment authorization form (II)
- 3. Important factors (III)
- 4. Resort rules and regulations (IV)

Upon its receipt, the application will then be reviewed by the Solid Gold's Membership Committee, Those applicants selected to become VIP Members will be notified via email within TEN days, In the event your application is rejected, you will be notified by email.

Until you membership is approved, your credit card will not be charged.

THE SALE OF A VIP MEMBERSHIP IS VOID WHERE PROHIBITED

Privilege VIP Membership Rates

The Privilege VIP Membership floating-day's plans have been very carefully designed to maximize value and usage for each of our *Privilege VIP Member*.

Amongst other benefits, the exclusive Privilege VIP Membership entitles a member to FREE accommodations in a lavishly appointed Deluxe Room for up to 30 days per year and for a period up to 10 years.

- ♣ Privilege VIP Membership plans offer the distinct advantage of allowing you to plan your vacation at Solid Gold Boutique Hotel & Residences whenever you like and without blackout dates.
- Privilege VIP Membership plans offer the advantage of allowing you to plan your vacation for one or more nights. No minimum stay will be required.
- **♣ Silver VIP Membership plan** offers similar benefits without accommodations and without revolving line of credit. As Privilege VIP Members, the Silver Member is entitled to 25 % off rack room rates.
- Regardless of the type of Privilege VIP Membership level you choose, at Solid Gold Boutique Hotel & Residences you will always be treated to the finest.

A limited number of Privilege VIP Memberships are available. Act now!



The Company reserve the right to modify the Privilege VIP Membership prices at anytime without notice

I. PRIVILEGE VIP MEMBERSHIP APPLICATION

Your payment will NOT be processed until your application has been approved

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II. Recurring Payment Authorization Form

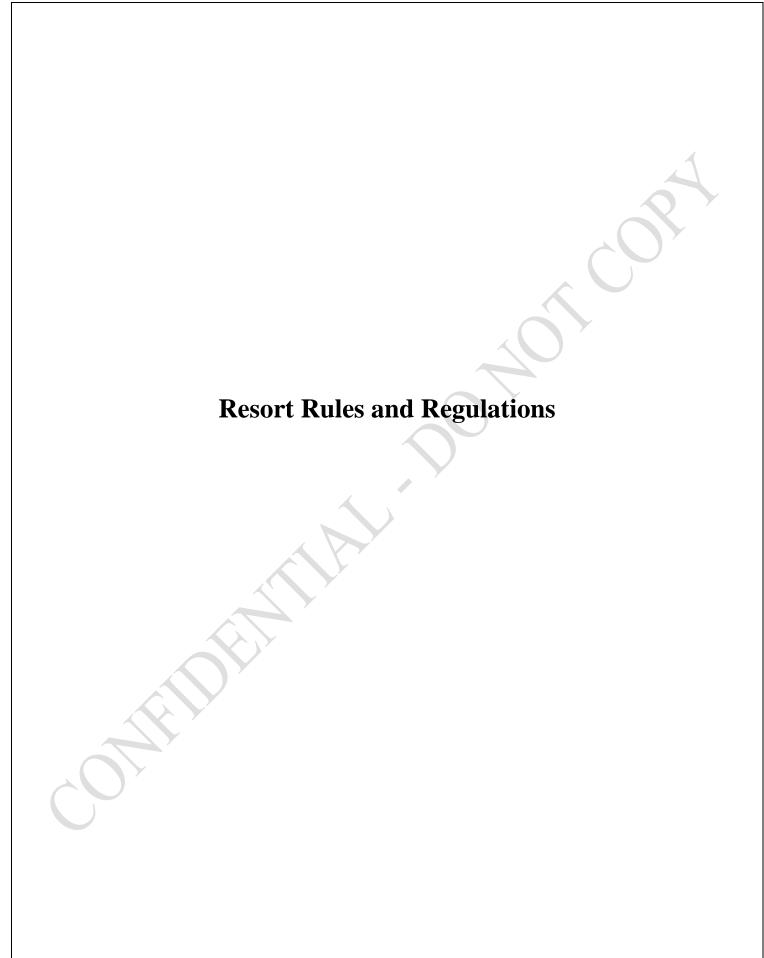
Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:	
I authorize Hospital	lity Services, SA to charge my credit card or bank account
indicated below for \$ on the of	lity Services, SA to charge my credit card or bank account each month for payment of my Privilege VIP Membership a
Solid Gold Boutique Hotel & Residences.	Y Y
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City, State, Zip	Email
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☐ Checking ☐ Savings	☐ Visa ☐ MasterCard
Name on Acct	☐ Amex ☐ Discover
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Account Number	Account Number
Bank Routing #	Exp. Date
Bank City/State	CVV (3 digit number on back of card)
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SIGNATURE	DATE

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Hospitality Services, SA in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that Hospitality Services, SA may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$100 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card Company; so long as the transactions correspond to the terms indicated in this authorization form.



III. IMPORTANT FACTORS

- a. **Best Efforts.** This Privilege VIP Membership program is being conducted on a "best efforts" basis by the Company or its accredited representatives.
- b. The policy of Solid Gold International in its admissions process is not to discriminate on the basis of race, color, religion, gender, age or national origin.
- c. <u>Arbitrary Determination of Prices</u>. The prices of the Privilege VIP Memberships being offered herein were arbitrarily determined and bears no relationship to service provided, room rates or other criteria of value.
- d. <u>Line of Credit.</u> The Company may at its sole discretion allocate to the VIP member a monthly line of credit for food, beverages and Spa expenses only. All charges made are due and payable when you receive your periodic online statement. If the charges are not paid in full by the 25th of each month, the Hotel Operator is authorized to charge the credit card on file for the outstanding balance. The purchasing power may adjust with the use of the line of credit and the payment history, and other factors. The line of credit is subject to change or cancellation without notice. The terms and conditions of your credit line will be provided to you upon purchase of your Privilege VIP Membership.
- e. <u>Credit Card</u>. A valid credit card shall remain on file at the Resort. SGI is authorized to charge the credit card on file in the event the monthly statement is not paid with the allocated time. In the event the card is expired or invalid, the access to the Resort will be prohibited. The VIP member must provide a new valid credit card to reinstate his/her privileges.
- f. <u>Financing</u>. Monthly payment for VIP Memberships under a financing contract must be current to access and use of the Resort amenities. If the member account remain in default for 30 days after notification, the VIP Membership will be cancelled and all the privileges supended. When the cancellation is effective, any deposit and all previous monthly payment(s) will be forfeited to SGR.
- g. Restrictions on Transfer. The Privilege VIP Memberships have restrictions and limited transferability. The Member shall have a written authorization from the Company to transfer the Privilege VIP Membership benefits to a third party. Such third party must agree to abide without qualification to the terms and condition of the Privilege VIP Membership Application, the Rules & Regulations and any other subsequent documents of the Company.
- h. Wellness and Rejuvenation Institute. The wellness and rejuvenation Institute is operated independently by an outside medical group. The medical group will be restricted to only use the services of Board Certified doctors and hospitals that have been accredited by U.S. International Healthcare Accreditation.
- i. <u>Prostitution.</u> Prostitution in Panama is legal. The staff and entertainers may offer and trade sexual favors to the Resort's guests. The Resort may within the law, regulate the access to the property to provide a better environment to the guests.
- j. <u>Policies.</u> We have developed comprehensive policies aimed at ensuring that the operation of the Resort is conducted in conformance with country and local laws. We have a "no tolerance" policy on illegal drug use in or around the facilities. We continually monitor the actions of entertainers, staff and customers to ensure that proper behavior standards are met.
- k. Sold Out. In the event the hotel is sold out and the hotel operator cannot fulfill a Privilege VIP Member's reservation request made 72-hours prior to the guest arrival, the Hotel Operator may at its sole discretion, reserve and pay for one (1) standard room for the VIP membership card holder in a nearby hotel such as the Waldorf Astoria, Meridien, Hilton and Veneto.
- 1. **Errors and Omissions.** Any clerical mistakes or errors in the Brochure, or any other documents should be considered ministerial in nature and not a factual misrepresentation or a material omission of fact.
- m. <u>Indemnification</u>. The member indemnifies the Company, its officers, agents and shareholders of any injury, sickness or accident while at the Resort premises including traveling from and to the airport.
- n. <u>Jurisdiction</u>. Any dispute shall be settled by arbitration under the laws of the Republic of Panama and in the event arbitration did not resolve the dispute, the court of Panama City, Republic of Panama shall be the only legal venue. The prevailing party shall be entitled to reasonable attorney fees and court costs.

Propsective Member Name	Signature	
Date		

IV. Resort Rules and Regulations

These Rules and Regulations are established by the Company - Solid Gold International, SA (SGI) - the Solid Gold Boutique Hotel & Residences (SGR) and Hospitality Services, SA (HS), collectively (the "Resort"). The purpose is to outline the obligations and privileges of the Member and the procedures established for the protection of the Resort's recreational and wellness facilities (collectively referred to as "the amenities"), and to promote the health, safety, welfare and enjoyment of SGR members and guests, and all other persons working or performing on the Property. SGR, may amend these Rules and Regulations from time to time.

Complaints or suggestions concerning the management, service or operation of SGR should be submitted in writing, signed by the qualified Member and addressed to:

Solid Gold International / Membership Services Director Calle 48 Este, Bella Vista - Panama City, Republic of Panama

MEMBERS. Members and Guests of the Resort and without exception must abide by the following Rules and Regulations These Rules and Regulations may be amended or expanded, from time to time, at the discretion of SGR, and/or SGI.

WHO IS ELIGBLE. Investors, Eligible Founder Members and Privilge VIP Members.

REVOLVING CREDIT LINE. The Prospective Member may be entitled at the sole discretion of SGR' management to a monthly revolving credit line of up to \$10,000 for food, beverages and spa.

Membership Upgrade

a. Any Member may upgrade his/her Membership for additional days of FREE accommodations.

Membership

- a. Upon approval and payment, the eligible Member will be issued a VIP card which serves as proof of entitlement to Membership privileges.
- b. This card must be protected from loss, theft or misuse and must be carried at all times while on SGR facilities.
- c. Identification decals or other insignia may be required by SGR from time to time to identify Member vehicle.
- d. Lost or stolen Membership cards must be reported immediately to the SGR/HS. The Member's account will be cancelled and a new Membership account number and VIP card will be issued.

Membership Fees and Charges

- a. The Member shall be responsible for all charges and liabilities associated with the Membership, including the use of the card by Member's Guests.
- b. Revolving credit line if approved must be paid in **full** on the 26 day of each month. If the credit line is not paid in full, SGR, may at its sole discretion and without notice, bill the Privilege Members's credit card on file.

Mailing Address.

a. Members are responsible to provide to the SGR Membership Office their current mailing address where billing statements and other notices and correspondence are to be sent.

Change of Address.

- a. Members are responsible to notify the SGR Membership Office, in writing, within FIVE (5) days of any change of address. Failure to do so shall constitute a waiver of the right to receive SGR statements, notices, bulletins and any other communications, and a violation of these Rules and Regulations.
 - i. Send notification of change of address to: SOLID GOLD RESORT VIP MEMBERSHIPS, Calle 48 Este, Bella Vista Panama City, Republic of Panama
- b. Defacto Receipt. The Member shall be deemed to have received mailings from SGR ten (10) days after the item is mailed by the Panama City Post Office or FedEx to the address on file with SGR.

Use of Amenities.

- a. Hours of Operation. The facility and amenities shall be open during the hours established by the Resort, subject to change from time to time at the sole discretion of the Resort.
- b. SGR/HS may, in its sole discretion, close amenities from time to time for scheduled maintenance and repairs or for health and safety reasons, promotional purposes, private functions, or other reasons.

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Initials		

- c. Members, and their Guests shall abide by these written rules and regulations, as they may be amended from time to time, and will comply with verbal direction from authorized SGR personnel.
- d. **Parking**. "No Parking" signs posted on SGR's premises must be observed. Self-parking is permitted in areas identified as such. Vehicles of violators of these parking restrictions may be towed at the owner's expense.
- e. **Restricted Areas**. Members or/and Member's Guests are not allowed in the service or restricted areas of the Resort unless expressly authorized by SGR Management.
- f. Smoking is permitted only in areas designated by SGR in compliance with the law of the Republic of Panama and local regulations of Panama City authorities.
- g. **Pets**. Dogs or other pets are <u>absolutely</u> not permitted on the premises with the exception of assistance dogs.
- h. **Alcoholic Beverages**. SGR reserves the right, in its sole discretion, to refuse service to Members, or Member's Guests if Member or Member's Guests are or seems intoxicated. Alcoholic beverages will not be served, sold, or consumed on SGR premises in any manner that is prohibited by law. Alcoholic beverages consumed or otherwise possessed while on SGR property must be purchased from SGR.
- i. **Food and Beverage.** All food and beverages consumed in SGR facilities will be furnished by SGR. Outside catering is NOT allowed, unless expressly permitted by SGR.
- j. **Advertising**. Except for advertisements created and/or authorized by SGR, no commercial advertisements, petitions, solicitations shall be posted or circulated in the SGR nor shall solicitations of any kind whatsoever be made on the SGR premises without the prior written approval of the SGR's Management or its designee. Other than as permitted in writing by the SGR, no petition shall be originated, solicited, circulated or posted on SGR property.
- k. **Personal Information.** No one except SGR / SGI / HS shall have the right to use the staff and entertainers' personal information or the Membership List for solicitation or commercial purposes or any other purposes.
- 1. **Personal Services**. Members or/and Member's Guests shall not request personal services from SGR's employees while they are on duty unless authorized by SGR Management.
- m. **Fireworks**. Absolutely no fireworks are permitted anywhere on SGR property or adjacent areas unless part of a fireworks exhibit organized and conducted by SGR.
- n. Firearms/Weapons and all other weapons of any kind are <u>absolutely</u> not permitted on SGR's property.
- o. **Fair Practices**. In no event shall SGR discriminate against any individual because of the individual's age, race, color, religion, sex, sexual orientation, national origin, handicap or marital status.
- p. **Enforcement**. SGR security personnel have full authority to enforce these Rules and Regulations, act accordingly, suspend privileges and report infractions/suspension to SGR Management.
- q. **Disciplinary Action**. Member or/and Member's Guests who violate these rules or engage in conduct in a manner that is prejudicial to the best interests of the SGR, its guests, employees or entertainers will be subject to disciplinary action by SGR, in accordance with these Rules and Regulations.

Member and Member's Guests Conduct

- a. **Courtesy**. The Members and their Guests shall remain courteous at all time and not abuse SGR employees, medical staff and entertainers verbally, physically or otherwise.
- b. Employees of the SGR are under the supervision of the SGR General Manager or his/her designee, and no Members or/and Member's Guests shall reprimand, degrade, or attempt to discipline an SGI/SGR/HS employee or entertainer. Nor shall a Member or/and Member's Guests request that an employee or entertainer leaves SGR premises for any reason unless authorized by SGR.
- c. **Improper Conduct**. Members are responsible for their conduct and for the conduct of their Guests. Any Member whose conduct or Member's Guests' conduct shall be deemed to be likely to endanger the welfare, safety, harmony, or good reputation of SGR or its Members or may otherwise be deemed improper, their Membership privileges may be suspended, restricted, or revoked. SGR, in coordination with HS, shall be the sole judge of what constitutes improper conduct.
- d. Sexual encounters in public spaces within the property is strictly prohibited.

Loss or Destruction of private property and Personal Injury

- a. The Member and their Guests assume sole responsibility for their personal property while on SGR's premises.
- b. SGR shall not be responsible for any loss or damage to any private property used or stored on SGR's premises whether in room safe, lockers or elsewhere.
- c. Any such personal property that may have been left in on the facilities for ONE (1) month or more may be disposed by SGR without liability as provided by law.

Resort Property.

- a. Members or/and Member's Guests shall not remove from SGR's premises any property or furniture belonging to SGR / SGI / HS without proper written authorization.
- b. **Member Liability**. Members are liable for any property damage and/or personal injury incurred by them while using SGR amenities or at any activity or function operated, organized, arranged, or sponsored by SGR or/and Member, that is caused by the Member or the Member's guests. The cost of such damage shall be billed to the responsible Member's account.
- c. Member or/and Member's Guest shall be liable for any personal injury caused to another Member, employees or entertainers. It shall be the obligation of the Member to pay for any costs involved.

Release and Indemnification of Resort.

- a. Members acknowledge, and shall inform his/her Guests that the use of the amenities and any privilege or service is undertaken with the knowledge of the risk of possible sickness, injury or death.
- b. Any and all use of SGR amenities, or participation in SGR, activities operated, arranged or sponsored by SGR Management or/and Member either on or off SGR 's premises shall be AT SUCH PERSON'S OWN RISK of Member or/and Member's Guests, and SGR / SGI /HS shall not be liable for any injuries or damages to such person, or the property of such person, or be subject to any claim, demand, injury or damages.
- c. Members are accepting for themselves and for their Guests any and all risk of sickness, personal injury, death or property damage which occurs as a result of the actions or /and negligence of a Member and/or Member's Guests, and fully release SGR / SGI / HS and its agents, employees, directors, officers, entertainers and shareholders from any and all liability for sickness, personal injury or death or property damage which results from the actions and/or negligence of the Member and/or the Member's Guests.
- d. Members and Member's Guests also agree to defend, indemnify, and hold harmless SGR / SGI and HS, employees and entertainers from any claims or damages of third parties arising solely out of the conduct, or/and action of the Member and/or the Member's guests while in SGR property or outside SGR property.
- e. Member and Member's Guest individually, and on behalf of the Member or Member's Guest personal representative, heirs, administrators, assigns and successors does hereby expressly forever release and discharge SGR, SGI and HS, its successors and assigns, as well as its officers, agents, employees and entertainers from all such claims, demands, actions, or causes of action.

Wellness and Rejuvenation Center

- a. The wellness and rejuvenation center is provided as a service to the Members and Guests. Anti-aging treatments, cosmetic surgery, dental procedures and any other treatments or procedures performed on the premises or outside hospitals or/and clinics will be at the Members or Guests' **own risks** and Members or Guests should seek advice from their own doctors or surgeons before any treatments or/and procedures are performed.
- b. The Members or/and Guests agree irrevocably that under no circumstances shall the company, SGR, HS, its officers and directors or its subsidiaries be held liable for any malpractice action, injury or / and sickness to the Members or/and Guests.
- c. A person seeking to file a lawsuit for medical negligence against the company, the Resort, subsidiary, the wellness and rejuvenation institute, a physician, clinic or hospital must include two (2) verified written medical expert opinion with supporting documents corroborating that there are reasonable grounds to believe that each named defendant was negligent.

Reservations

- a. Dinner reservations at any of SGR's food and beverage facilities may be required from time to time, as determined by SGR.
- b. Members are asked to assist SGR in maintaining required service levels by making reservations for dining and to provide notice of cancellation of reservations as soon as possible.
- c. Reservations for dining and entertainment seating will be held for only fifteen minutes after the reserved time.
- d. To reserve a specific entertainer, Member or Member's Guest shall pay in advance the entertainer's fee.

Attire

- a. **Dress Requirements.** SGR may publish dress requirements from time to time. Regardless of any published dress requirement, Members and their Guests are expected to dress in a manner befitting the surroundings and atmosphere of the occasion or event being sponsored by SGR or/and the Member.
- b. Bathing suits shall be worn only in the pool areas. Appropriate cover-ups and shoes are to be worn while using all other amenities including bars and restaurants.

Initials		
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Guests of Members.

- a. Member Guest' policy' may be established from time to time. Although it is the intention of SGR to accommodate Member's Guests without inconvenience to the Member, SGR reserves the right to limit the number of guests a Member may invite to use the facility and amenities on any given day.
- b. An individual using the facility or amenities as a Member's Guest must be registered with SGR VIP Guests Registration Desk by the sponsoring Member. SGR reserves the right to require identification of each invited Guest.
- c. Member and Member's guest shall provide a valid passport and credit card when registering at the front desk.
- d. Guest privileges may be limited, from time to time, in the sole and absolute discretion of SGR Management.
- e. Guest use of the amenities may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Management.

Cause for Suspension or Revocation of VIP Privileges

- a. Misrepresentation of any information or any misuse of the Membership card;
- b. Monthly payment of financed VIP membership is in default;
- c. Permitting another individual to use the Membership card to gain access to SGR amenities.
- d. Member behavior inimical to the enjoyment of other members or guests of SGR.
- e. Violation of any national, state or local law or regulation in connection with the use of Membership privileges;
- f. Failure to pay for food, beverage, entertainment, spa, wellness and rejuvenation charges;
- g. Taking picture of another Member, staff or entertainer without SGR/HS authorization;
- h. The commission of fraud or abuse against another member, employee and entertainer;
- i. Physical, verbal, or written abuse of hotel staff, guests, medical staff, employees and entertainers;
- j. Use or induce anyone to use any kind of illegal drugs on the premises;
- k. During the restriction, suspension, or revocation of a Member's privileges, the member's obligations shall continue, including the continuing responsibility for payment of the credit line and other charges.
- 1. All dues and charges must be paid in full prior to reinstatement of Membership privileges.

Appeal to Suspension and Cancellation

- a. Members are entitled to request a meeting with the Membership Director to review the bases for the suspension or termination of their Membership privileges and/or to appeal any such suspension / termination.
- b. In the event, the conduct of the Member or its Guests may jeopardize the license and operating permit of the property, the welfare, safety, harmony, or good reputation of SGR or its Members, the CEO may decide to uphold the suspension of privileges and, may cancel the Membership. In the event of cancellation, the Company will return the Privilege VIP Membership purchase price within 10 business days, less any deductions of unpaid bills, charges for days, months or years of issuance or/and use of the Privilege VIP card.
- c. In the event the revocation of the card concerns a Condomium Owner or Founder Member, the access to the Resort will be prohibited but the financial benefits will remain and use of the condomium will be authorized.

and Conditions stated in this Brochure and Member understanding, oral or written, pertaining directly	re, without limitation or qualification, to be bound by, and to comply with, the Terms rship Application including any subsequent documents. Any promise, representation, or indirectly to this agreement which are not contained herein, is hereby waived and coposals and communications, written or oral, between Solid Gold International, S.A.
I certify that I have accept and agree to abide by all the terms, rules and	received a copy of the Rules and Regulations of the Resort and have read, understand, d conditions of the Resort.
Signature of Prospective Member	Name and Last Name
Prospective Member Sponsor	Name and Last Name
Dated	



Expect the unexpected and enjoy unforgettable experiences