



Panama City, Panama

For additional information

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INTRODUCTION

Michael J. Peter, one of the foremost authorities in the hospitality and live adult entertainment industry, has teamed up with David S. Sebag, to design, develop and operate the first Solid Gold Boutique Hotel & Residences in Panama City, Republic of Panama with significant expanded amenities to fulfill the needs and fantasies of our VIP members. The grand opening is scheduled for September 15, 2015.

Solid Gold Boutique Hotel & Residences is designed as an adult haven in the Las Vegas tradition where singles and couples come to lose themselves in all consuming services and luxury – where no wish goes unfulfilled, where the drinks flow and fine food beckons, surrounded by world-class, beautiful, attentive and eager-to-please staff and entertainers, who will pamper our guest's senses, make them feel special and appreciated, and to give them more delight than they have experienced anywhere else. While at the resort, our guests may also turn back the clock of time with a few hours in our wellness and rejuvenation institute.

The Solid Gold Boutique Hotel & Residences is the premier boutique hotel for lavishly accommodations, world-class entertainment, fine dining, wellness & rejuvenation, great hospitality and a "**GREAT TIME**" in the comfortable, beautiful and extravagant atmosphere of the ultimate adult playground for affluent people. It will undoubtedly earn a Five-Star rating and will become the most sought-after resort in the world.

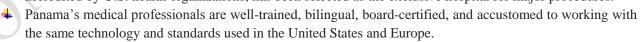
With double-digit economic growth, use of U.S. dollar currency, a hub of international finance, canal expansion and subway construction, Panama City is one the world's most important centers of trade, finance and entertainment. It is also now on the verge of becoming the capital of medical tourism, which has been a growing trend for the past twenty years.

THE RESORT

- The first Solid Gold Boutique Hotel & Residences is located in the heart of the entertainment district and within walking distance from the financial center of Panama City, Panama. The property is ideally situated in a very convenient and safe pedestrian area, where guests can find many hotels, restaurants, banks, nightclubs and other entertainment venues.
- Upon completion of the new amenities, and construction of the condominiums, Solid Gold Boutique Hotel & Residences will feature 96 lavishly appointed guest rooms, deluxe suites, themed rooms, and luxury condominiums. It also houses a state-of-the-art wellness and rejuvenation institute, spa with full service massage therapy, live entertainment, gaming, and private club. The complex will also feature multiple themed bars, a gourmet restaurant, a Las Vegas' style buffet, a Sushi bar, a Tapas piano bar & Cigar lounge, a 24-hour topless diner, Jacuzzi, a rooftop pool with two bars and fully furnished plush cabanas.

THE WELLNESS AND REJUVENATION INSTITUTE. The Gold Rejuvenation Institute[©] will be staffed by Board Certified doctors and other professionals in medical tourism to provide SGI guests and members with non-surgical and non-invasive anti-aging treatments, stem cell therapy, erectile dysfunction treatment. cosmetic surgery including "fat freeze liposuction" procedures and sports medicine. Additionally, the facilities will offer a personalized approach for dental treatments with a full range of dental services such as cleaning and whitening, as well as many other advanced dental procedures including implants, cosmetic dentistry and full mouth reconstruction.

+ The Hospital Punta Pacifica, affiliated with Johns Hopkins Medicine International in the United States and accredited by U.S. health organizations, has been selected as the exclusive hospital for major procedures.



CONDOMINIUMS. 60 condominiums of one and two bedrooms will be availle for pre-sales in June 2015.

OTHER PLANNED RESORTS. Other projected resorts with the same concept are being planned for development in strategic locations in Nevada in the United States, Brazil, Spain, Switzerland and Cuba.

Why Panama?



Panama is a great place to live, work and have fun. In recent years, Panama has been growing in popularity among investors, expatriates and retirees alike. Recently, the popular online publication "International Living" rated it as the No. 1 place to retire in the world, and for good reasons.

Panama's prospects for economic growth are strong amidst the global economic meltdown, showing positive growth in 2013 and 2014 and this economic expansion is expected to continue in 2015 and beyond. This is mainly due to substantial growth in the financial and construction sectors, tourism and the commercial expectations placed on the ongoing expansion of the Canal, which connects the Pacific and Atlantic Oceans. The Panama Canal creates a natural hub for business between North and

South America as well as between Asia and Europe, with direct maritime access to over 80 countries and 3.5 billion people. Panama's dollar-based economy offers low inflation and zero foreign exchange risk.

Its legal and regulatory regimes are business friendly. Its government is stable, democratic, and reform-minded and actively seeks foreign investment in all sectors, especially services, tourism and retirement properties. Panama's current and planned public investment in productive infrastructure is one of the highest in the region and is on par with East Asian economies, including the newly completed construction of the subway in Panama City. These factors are expected to have contributed to lowering unemployment rates to 4.4% and 4.1% in 2012 and 2013, respectively.

Its banking sector currently is comprised of more than 80 foreign banks, providing full banking services through ATM cards, Visa credit cards, check books, Internet banking and Visa debit cards. The first two banks opened their doors in 1904; one was called the International Bank Corporation and is today's Citibank, part of Citigroup, the biggest financial conglomerate in the world. The second one was the Banco Nacional de Panama. The banks of Panama are strictly supervised and licensed by the Superintendency of Banks (Superintendencia de Banco de Panama), Panama's regulatory authority. At present, Panama is reported to have the most upgraded banking systems in the world. Panama offers a higher quality of living at a lower cost and with less crime than typical Central American destinations, although Panama City is rapidly getting to world pricing. Panama has a variety of experiences to offer, whether it is beaches, lakes, mountains, or the countryside and prices for real estate purchases that present a range of choices for practically any budget.

The *Colon Free Trade Zone*, the second largest free trade zone in the world after Hong Kong, is a vital trading and transshipment center serving the region and the world. Panama has no restrictions on the outflow of capital or outward direct investment. Its accession to the World Trade Organization in mid-1997 opened up trade and lowered tariffs. According to Panama's constitution, nationals and foreigners are treated equally under the law. Both Panamanian and foreign companies must fulfill the same basic requirements to organize and operate most types of business activities in Panama.

Panama has one of the most modern and flexible corporate law frameworks in Latin America. The country is an interesting and potentially profitable jurisdiction for licensing agreements and joint ventures as well as routine commercial operations for international companies.

POLITICAL ENVIRONMENT

After serving as vice president under Martinelli, Juan Carlos Varela, a member of the Panameñista Party, the oldest party in Panama, was elected president in May 2014

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Paradise does exist... And we have the map!

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



SOLID GOLD BOUTIQUE HOTEL AND RESIDENCES

Solid Gold International, SA. is in the process of developing the first Solid Gold Boutique Hotel & Residences in Panama City, Republic of Panama. The resort is expected to feature lavishly appointed guest rooms, deluxe suites, themed rooms, luxury condominiums, state-of-the-art Wellness and Rejuvenation Institute, fitness center with 24-hour soothing spa and full service massage therapy, business center, themed bars, 5-star restaurant, Las Vegas style buffet, Sushi bar, 24-hour diner, Tapas piano bar & Cigar lounge, and private club with live entertainment.

The live entertainment will be located on the mezzanine, and the rooftop, with access reserved only to hotel guests and Privilege VIP Members, features a pool, Jacuzzi, fully-furnished plush cabanas, themed bar and a 24-hour diner. *Once a guest checks-in, there is no reason to leave!!*

Accommodations. The property is intended to feature thirty-two

lavishly appointed rooms, deluxe suites, four themed rooms and sixty luxury condominium residences of one and two bedrooms which will be available for pre-sales in the first quarter of 2015.





Wellness and Rejuvenation Institute. With the planned exceptional facilities of Solid Gold Boutique Hotel & Residences, our resort has the potential to emerge internationally, and especially in Panama, as the destination for wellness and rejuvenation - offering anti-aging treatments, cosmetic surgery, stem cell therapy, erectile dysfunction treatments, fat reduction, sports medicine, and dental services including implants and cosmetic dentistry.



Entertainment. Solid Gold Boutique Hotel & Residences will be the premier entertainment destination with national and international guest performers alongside a talented cast of beautiful dancers. Live entertainment will be combined with a nightly variety show offering the energy of a nightclub and the atmosphere of a cabaret including rooftop parties on a nightly basis. *Our guests can expect the unexpected and enjoy unforgettable experiences*.





Gaming. The property will feature video poker and slot machines with daily tournaments. Games are always evolving and we will have the latest on our gaming floors.

Players can play a penny or play \$100. The reels will be actual or virtual, and all will set the player's head spinning. A player looking for action will definitely find it in our high-frequency games.



Hand Rolled Cigars. Premium Hand-Made Cigars done in the Cuban tradition by Master Cigar Rollers using traditional methods and the finest tobacco leaves grown from choice Cuban seeds will be available. There is nothing like the smoke of a truly hand-made cigar. The smooth, crisp burn and the delicate, unforgettable finish will make a smoking experience one to remember.

Gastronomy

At Solid Gold Boutique Hotel & Residences we plan to take our guests on an exceptional culinary adventure, with options ranging from French, Italian, American and Asian cuisine, from 5-star gourmet dining, 24-hour diner, Las Vegas' style buffet, Sushi bar, to Tapas piano bar and Cigar lounge.



Master Sommeliers



Wine is regarded as one of the highest levels of passion at Solid Gold Boutique Hotel & Residences. Our team of Sommeliers are committed to cater to all our guest's wine desires. In our wine cellar, we intend to stock over 1,200 bottles, 60 selections and 12 wines by the glass under a single roof to provide a memorable wine experience to our guests.



Also, Solid Gold International intends to offer to our guests a private branded line of custom wines, champagnes and spirits to improve our guests' experience.



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Gold Rejuvenation Institute[©]

Considering the huge demand there is in the wellness and rejuvenation industry, and with the planned exceptional facilities of Solid Gold Boutique Hotel & Residences, our resort has the potential to emerge as the international Mecca for wellness and rejuvenation in Panama. The Company intends to offer the following services in our Gold Rejuvenation Institute[®]:

- Cosmetic Surgery. A medical vacation for cosmetic surgery in Panama is an inexpensive, dependable, and hassle-free way to have a plastic surgery procedure. A first-class hospital, well-trained doctors, and personal hosts in Panama make taking a medical holiday a rewarding experience that may change our guests entire outlook on life.
- **Anti-Aging Treatments.** Nonsurgical and non-invasive anti-aging treatments to diminish wrinkles, reduce facial flaccidity, eliminate eye bags and re-firm the neckline, anti-wrinkle injections and laser resurfacing with no side effects.
- Stem Cells Therapy. Stem cell and blood platelet treatments for common injuries and degenerative joint conditions, such as osteoarthritis and avascular necrosis. These stem cell procedures utilize a patient's own stem cells or blood platelets to help heal damaged tissues, tendons, ligaments, cartilage, spinal disc, or bone among other emerging treatments.
- Erectile Dysfunction. This is a failure to obtain an erection due to the absence of increased blood flow to the penis during sexual arousal. The most important organic causes are cardiovascular disease and diabetes, neurological problems, hormonal insufficiencies, psychological impotence and drug side effects.

Fat Reduction. Controlled cooling technology to freeze and eliminate unwanted fat cells without surgery or downtime. The procedure is FDA-cleared, safe and effective. The

Stem cells Strok Baldness Traumatic brain injury Learning defects Blindness Alzheimer's disease Deathess Parkinson's disease Amyotrophic latera Missing ter sclerosis Wound healing Myocardial Bone marrow infarction transplantation Muscular nty establis dystrophy Spinal cord injur Diabetes Osteoarthritis Multiple sit Rheumatoid arthritis Cancers Crohe/s disease



Dental Services. Dental treatments with a full range of dental services as well as many other advanced dental procedures, including implants, cosmetic dentistry and full mouth reconstruction.



Human Growth Hormone. Among its many biological effects, HGH promotes an increase in muscle mass and a decrease in body fat. As men age, HGH levels fall. During the same time span, muscle mass declines and body fat increases.

4 24-hour soothing spa and full service massage

Hot Stone Treatment

results are lasting and undeniable.

- 🗍 Hair Salon
- *Manicure and Pedicure*
- Significant cosmetic surgery and major procedures will be performed by world-renowned Board Certified specialists at major hospitals (accredited by U.S. health organizations), such as Punta Pacifica affiliated with Johns Hopkins hospital in the United States with guests' recovery in our facilities.

Gold Rejuvenation Institute[©] Wellness Products Line

The Company is partnering with a reputable U.S. manufacture to market a branded line of anti-aging and wellness products.



SOLID GOLD BOUTIQUE HOTEL & RESIDENCES



Panama City, Panama

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ACCOMMODATIONS









Condominiums





VIP Theme Rooms



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Entertainment Amenities













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Dining







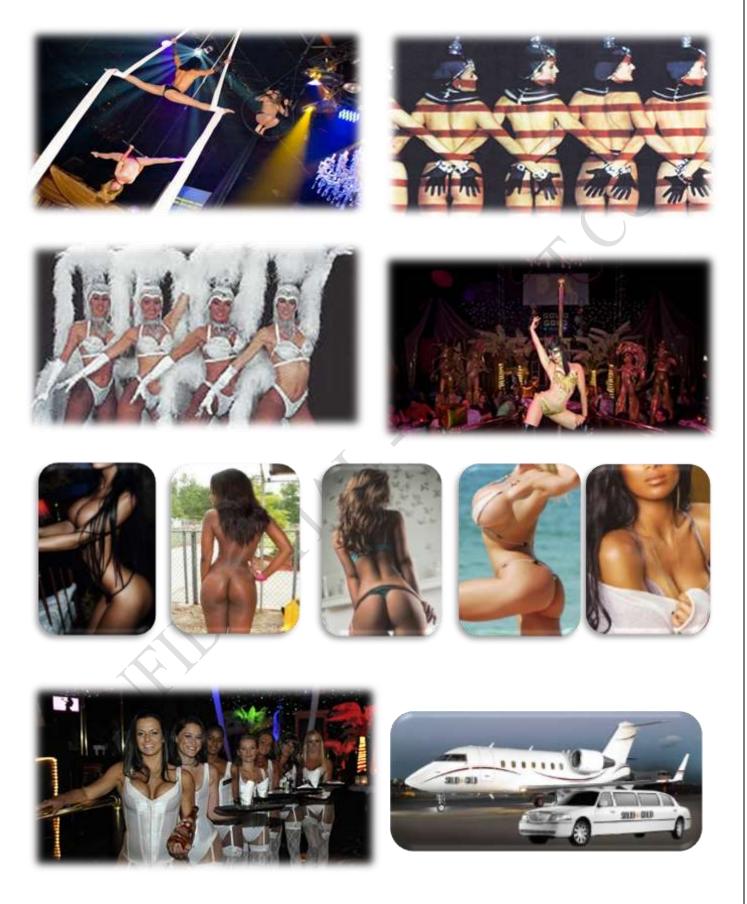


Rooftop



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Entertainment



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Gold Rejuvenation Institute[©]









Triplactad Spa





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PRIVILEGE VIP MEMBERSHIP

The Company is planning to offer approximately 2,140 Privilege VIP Memberships to a limited number of select people. Our exclusive Privilege VIP Membership prices will range from \$750 to \$39,000.

Among other benefits, the exclusive premier Privilege VIP Membership entitles the member to FREE accommodations in a lavishly appointed Deluxe Room.

- The Privilege VIP Membership floating-days plans have been very carefully designed to maximize value and usage for each of our *Privilege VIP Member*. Each VIP Membership entitles the Member to *FREE* accommodations in a Deluxe Room for 3 to 31 days every year, for a period up to ten years without additional cost besides tips and local taxes. The length of stay is based on the Membership level.
- **Privilege VIP Membership** plans offer the distinct advantage of allowing the VIP members to plan their vacation at Solid Gold Boutique Hotel & Residences whenever they like, **without blackout dates and no minimum stay required.**
- The Silver VIP Membership plan offers similar benefits, but without accommodations and revolving line of credit. As Privilege VIP Members, the Silver Member is entitled to 25% off rack room rates.



BENEFITS

- Priority room reservation;
- Free admission to our worldwide clubs;
- Invitation to Solid Gold VIP private parties;
- Complimentary lavishly appointed guest rooms;
- Complimentary use of business center facilities;
- Complimentary bathrobe with guest's embroidered initials;
- Complimentary use of the Resort limousine within the city limits;
- Complimentary limousine service with fully stocked bar from/to airport;
- When available, VIP Members may travel to our Resort in Solid Gold's private jet;
- *Up to \$10,000 revolving credit line within the resort for food, beverage and spa expenses;*
- Priority VIP service and seating in the resort's outdoor pool, private club, lounge, and restaurants;
- On specific dates, up to 50% discount in all property amenities including restaurants, bars, and spa.
- *Reduced rates for anti-aging non-invasive and erectile dysfunction treatments, cosmetic surgery and dentistry.*

Ultimate Privacy

- For ultimate privacy, VIP guests can also select an alias during their stay and a U.S. phone number with a specific area code.
- **H** Billing and statements are under Hospitality Services, SA.

100% SATISFACTION GUARANTEED



The setting will last, but the opportunity is limited!

Send an email to <u>vipservices@solidgoldresortcasino.com</u> to reserve your Privilege VIP Membership

THE SALE OF A VIP MEMBERSHIP IS VOID WHERE PROHIBITED

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Is a Privilege VIP Membership right for you?

More and more people are discovering the joy and advantages of Privilege VIP Membership.

Does this mean a Solid Gold Boutique Hotel & Residences "Privilege VIP Membership" is right for you?

The worksheet below will give you a clearer idea if purchasing a Privilege VIP Membership in the Solid Gold Boutique Hotel & Residences is a good choice for you.

- Do you travel to Central & South America, especially to Panama City, Panama? Yes □ - No □
- Do you typically vacation at the same hotel or resort more than once a year?
 Yes □ No □
- 3. Do you prefer first-class services and convenience such as 24-hour concierge and professional staff? Yes □ No □
- 4. Is being treated as a VIP when you are in a hotel or resort important to you?
 Yes □ No □
- Are you interested in a resort that is "upscale, sensual & erotic"?
 Yes □ No □
- 6. Is having your vacation in a 5-star resort surrounded by beautiful eager-to-please entertainers of interest to you? Yes □ No □
- Do you like the idea of an "adult playground" resort, where every recreational need is at your doorstep?
 Yes □ No □
- 8. When on a holiday by yourself or with friends, is privacy protection, discretion and anonymity important to you?
 Yes □ No □
- Do you have a need for dental work? Yes □ - No □
- 10. Do you want to look and feel young?
 Yes □ No □

If you answer "Yes" to just 5 questions, <u>Act now</u>! Privilege VIP Membership is the perfect choice for you.

Privileged VIP Membership FAQ

Q. WHAT IS THE DIFFERENCE BETWEEN MEMBERSHIP LEVELS?

A. Each level of membership will provide you with the same benefits. The only difference is the number of days and years you want to enjoy your resort.

Q. DO I HAVE TO PAY FOR MY ROOM?

A. NO. Your room with all the benefits are included in your Privilege VIP Membership package. You will only pay local sales taxes, food, beverages, entertainment and tips.

Q. ARE PRIVILEGE VIP MEMBERS TREATED DIFFERENT THAN REGULAR GUESTS?

A. Yes. Typically Privilege VIP Members through their Membership purchase enjoys many exclusive and preferential benefits not available to the regular guests. During some periods of the year, VIP Members enjoy substantially lower costs for food, beverages and spa.

Q. WHERE THE RESORT IS LOCATED AND WHAT TYPE OF ROOM DO I GET?

A. Solid Gold Boutique Hotel & Residences is located in Panama City, Panama. The rooms are characteristically larger and far more luxurious than regular hotel accommodations and offer a significantly higher level of personal services, exclusivity and sophistication.

Q. HOW CAN I BECOME A FOUNDER MEMBER?

A. Founder Members are very limited. Contact VIP services at <u>vipservices@solidgoldresortcasino.com</u> for further details.

Q. WHY SHOULD I PURCHASE A PRIVILEGE VIP MEMBERSHIP?

A. With your Privilege VIP Membership purchase, you get the quality and level of luxury you want with live entertainment surrounded by beautiful eager-to-please staff and entertainers.

Q. CAN UNUSED PRIVILEGE VIP MEMBERSHIP DAYS CAN BE GIFTED?

A. Yes, under specific guidelines and Company policies, your unused allocated days can be gifted to friends, family or business associate.

Q. IS FINANCING AVAILABLE FOR THE PURCHASE OF PRIVILEGED VIP MEMBERSHIP?

A. Yes, Privilege VIP Membership purchasers will be provided with the option to finance their purchase. The terms and underwriting for the financing option will be made available at the time of contracting the purchase.

Q. HOW DO MEMBERS RESERVE THEIR ROOM?

A. Using our VIP hotline service. Reservations will be booked on a first-come, first-serve reservation process, but we will always have rooms available for our Privilege VIP Members.

Q. IS SOLID GOLD NAME WILL APPEAR ON MY CREDIT CARD STATEMENT?

A. No. All charges and statement will be under Hospitality Services, SA.

WHAT OTHERS ARE SAYING ABOUT SOLID GOLD BOUTIQUE HOTEL & RESIDENCES

- "It's so relaxing and knowing things are going to be taken care of."
- "I wanted to enjoy Solid Gold resort more, so I bought in at the 30 days Elite level."
- "The Privilege VIP Membership option allows me to enjoy all the advantages with more flexibility".
- "What a deal! Everything I always dreamed about is now at my fingertips."
- "Finally, no need to wonder anymore where I will spend my vacation with my friends."
- "Superb concept, great doctors, great entertainment, excellent food and beautiful ladies. My kind of place!."

The setting will last, but the opportunity is limited!

Act quickly! Call (251) SG GUEST - (251. 744.8378) or send an email to vipservices@solidgoldresortcasino.com or, visit our website www.solidgoldresortcasino.com

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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 <u>without blackout dates</u>.
- Privilege VIP Membership plans offer the advantage of allowing you to plan your vacation for one or more nights. <u>No minimum stay will be required</u>.
- Silver VIP Membership plan offers similar benefits without accommodations and NO 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



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 APPLICATION

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

(Please fil DO YOU WANT THIS APPLICATION TO RE	ll the form and check		answers) YES	NO 🗌
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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 Solid Gol credit card or bank account indicated below for \$ Privilege VIP Membership at Solid Gold Boutique Hotel & I	d International, S.A., or Hospitality Services, SA to charge my on the of each month for payment of my Residences.	
Billing Address Phone#		
City, State, Zip Email		
Checking/ Savings Account	Credit Card Information	
Checking Savings	☐ Visa ☐ MasterCard	
Name on Acct	Amex Discover	
Bank Name	Cardholder Name	
Account Number	Account Number	
Bank Routing #	Exp. Date	
Bank City/State	CVV (3 digit number on back of card)	
Routing Number Account Number	tira structure truct structure the structure	
SIGNATURE	DATE	

SIGNATURE

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Solid Gold International, S.A., or 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 Solid Gold International, S.A. or Hospitality Services, S.A. may at their discretion attempt to process the charge again within 30 days, and I 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.

Resort Rules and Regulations

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III. IMPORTANT FACTORS

- a. <u>Best Efforts</u>. 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. Line of Credit. 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 or HS are 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 notifcation, the VIP Membership will be cancelled and all the privileges supended. When the cancellation is permanently effective, any deposit(s) and all previous monthly payment(s) will be forfeited to SGR or HS.
- g. <u>Restrictions on Transfer</u>. 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. <u>Wellness and Rejuvenation Institute</u>. 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. **Prostitution.** 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. <u>Sold Out.</u> 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. <u>Errors and Omissions</u>. 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, medical malpractice or accident while at the Resort premises including traveling from and to the airport.
- n. Jurisdiction. 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

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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.

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.

Initials_____

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_____

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.

You, ________agree, without limitation or qualification, to be bound by, and to comply with, the Terms and Conditions stated in this Brochure and Membership Application including any subsequent documents. Any promise, representation, understanding, oral or written, pertaining directly or indirectly to this agreement which are not contained herein, is hereby waived and this agreement supersedes any other agreement, proposals and communications, written or oral, between Solid Gold International, S.A. and YOU the Prospective Member.

I______ certify that I have received a copy of the Rules and Regulations of the Resort and have read, understand, accept and agree to abide by all the terms, rules and 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

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