



rainforest-invest S.A., Panamá info@fincabayano.net Tel: +507 6538 6271 President: Stefan Mudry

## Sales Agreement

Between rainforest-invest S.A., Panamá and ..... rainforest-invest S.A., Panamá is represented by Stefan Mudry.

rainforest-invest S.A., Panamá will be called rainforest-invest and ..... will be called the Buyer in this Sales Agreement.

Subject matter of this Sales Agreement is the purchase of the ....., which is called Property in this Sales Agreement.

This Sales Agreement will become valid as soon as the payment has been transferred to the account of rainforest-invest.

rainforest-invest S.A., Panamá is registered in the Public Register (Registro Público) of the Republic of Panama, under Card #527471, Document #958655 of the Department Registers of Companies, and is owner of Finca Bayano with the registration #13144, Rollo 3539, Asiento 1, Código de Ubicación 9408 in accordance with the Panamanian Registry.

### 1 Purchase

The Buyer is purchasing the Property, with a surface ..... square meters, for US\$ ..... (in words: ..... US Dollars). At the time of purchase, the Property has not undergone final measurement yet. In case of any divergence in size, the Buyer will compensate rainforest-invest or rainforest-invest will compensate the Buyer.

### 2 Registration

The Property will be registered in the name of the Buyer in the Panamanian Registry; rainforest-invest will take care of this process. The registration will not be completed before ..... After the completion of the registration, the Buyer will receive the original of the registration, as well as an English translation.

### 3 Management

rainforest-invest guarantees to manage the Property for a period of at least two years after the signing of the Sales Agreement and may commission a third party to do the management. The Buyer may cancel the management at any time and have the Property at his disposal to do the management himself, or have the management done by a third party.

### 4 Development

The development of the Property includes a flat rate for the connection to water, a flat rate for the connection to electricity and a flat rate for the construction of the pathways. Apart from that, rainforest-invest is going to plant fruit trees, banana trees, yuca plants, bamboo and other local species on the Property. The building of a house will be planned and arranged in a separate agreement between rainforest-invest and the Buyer.

## 5 Information

**rainforest-invest** will inform the Buyer at the end of each year of the condition of the Property, unless the Buyer lives at Finca Bayano. This information consists of a short description by email with photos. The Buyer was informed that a residence permit is needed to live in Panama, and a work permit is needed to work in Panama.

## 6 Disclaimer Of Liability

**rainforest-invest** is not responsible for damages that occur as an act of nature beyond control. This includes natural disasters and other unforeseeable or unpreventable events.

## 7 Severability Clause

If one or several regulations of this contract should become fully, or partially ineffective, the validity of the remaining regulations will not be affected. At the point of an ineffective regulation, the subsequent regulation fits retroactively, filling the purpose. Additional agreements do not exist.

## 8 The Coordinates Of The Property Are:

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Place and Date  
Buyer

Las Palmas, Date  
**rainforest-invest**  
Represented By Stefan Mudry



rainforest-invest S.A., Panamá Las Palmas info@fincabayano.net Tel: +507 6538 6271 Presidente: Stefan Mudry

## Contrato De Compra Y Venta

Entre rainforest-invest S.A., Panamá - representada por su presidente Stefan Mudry - y ..... rainforest-invest S.A., Panamá se denominará "rainforest-invest", ..... se denominará "El Comprador" en el presente Contrato de Venta.

El presente Contrato de Compra y Venta se refiere a la compra y venta del Lote ..... El Lote ..... será llamado "el Lote" en este Contrato de Compra y Venta.

Este Contrato de Compra y Venta será válido en el momento que el monto de US\$ ..... esté pagado a rainforest-invest.

rainforest-invest S.A., Panamá está inscrita en el Registro Público (Registro Público) de la República de Panamá, ficha # 527471, Documento # 958655 del Departamento de Registros de Empresas, y es dueño de la Finca Bayano con el registro # 13144, Rollo 3539, Asiento 1, Código de Ubicación 9408 de acuerdo con el Registro Panameño. El Comprador se ha inscrito en el Registro Público (Registro Público) de la República de Panamá, ficha 155619975 de la Sección de Comercio.

### 1. Compra Y Venta

El Comprador adquiere el Lote, con una superficie de ..... metros cuadrados. El precio es US\$ ..... (en palabras: US\$ .....). Declara rainforest-invest, y así lo acepta el Comprador, que al momento de la firma del presente contrato, el Lote no se ha medido y segregado oficialmente, por lo que los valores de las coordenadas están sujetos a cambios hasta que sea debidamente segregado e inscrito en el Registro Público. Si al medir, el Lote surge una discrepancia con relación a los valores actuales, el precio de venta será ajustado proporcionalmente, ya sea reduciendo o aumentando el monto, estando conformes las partes en virtud de lo aquí expresado previo consentimiento con El Comprador.

### 2. Registración

rainforest-invest se hará cargo de registrar el Lote en el Registro Público en el nombre del Comprador y llevará los costos de este proceso. No se contará con la finalización del registro antes del ..... Una vez finalizado el proceso, el Comprador recibirá el original del documento del Registro Público tanto como una traducción en inglés.

### 3. Mantenimiento

rainforest-invest se obliga a mantener y cultivar el Lote por un período mínimo de dos años o deja hacer el mantenimiento por un tercer partido. El comprador puede cancelar el mantenimiento en cualquier momento para utilizar El Lote o dejar que un tercer partido haga el mantenimiento.

### 4. Desarrollo Y Cultivo

El desarrollo del Lote contiene importes globales para las conexiones de agua, de la electricidad, del internet, de la construcción de un pozo de drenaja y de caminos así como para cercar la Finca Bayano. Por otra parte, rainforest-invest plantará árboles frutales, plátanos, plantas de yuca, bambú y otras especies autóctonas de la zona en el Lote. Si el Comprador lo desea, rainforest-invest y el Comprador podrán celebrar un contrato por separado en relación a la construcción de una casa en los términos más convenientes para ambas partes.

## 5. Información

**rainforest-invest** se compromete a informar al Comprador al final de cada año sobre el desarrollo y el estado del Lote, si el Comprador todavía no habita en la Finca Bayano. Esta información contiene un breve informe por correo electrónico con registro fotográfico. Así mismo el Comprador fue informado de la necesidad de un permiso de residencia para vivir de manera permanente y de trabajo si desea ingresar al medio laboral en Panamá.

## 6. Exclusión De La Responsabilidad

**rainforest-invest** excluye cualquier responsabilidad por los daños resultantes de fuerzas exteriores, casos fortuitos o de fuerza mayor, relacionados con desastres naturales de todo tipo e incidentes imprevisibles por el hombre.

## 7. Cláusula Salvatoria

En caso de que en alguna de las cláusulas de este contrato exista una laguna, no se afectará la validez de las otras cláusulas, tendrá valor en este caso la o las cláusulas que más se acerque o acerquen a la posible solución del caso en particular apegado a la finalidad del contrato. Las partes quedan conformes con cada una de las cláusulas contenidas en el presente contrato de compra-venta, sin tener nada que agregar firman.

## 8. Las coordenadas Del Lote Son Según Google Earth:

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Lugar y Fecha  
Comprador

Las Palmas Fecha  
**rainforest-invest**  
representado por Stefan Mudry