



SMC

SECURITIES MANAGEMENT CONSULTANTS INC.

Ref: GV78932152

STOCK SALE ORDER

This **Stock Sale Order** is entered into this **June 3rd, 2020** by and between **SECURITIES MANAGEMENT CONSULTANTS, INC;** hereinafter referred to as **“The Brokerage Firm”**, having its principal place of business at 108 Wall St. New York, NY 10005 and **Paul xxxxxxxx** with a physical address in **xxxxx xxxx xxxxxx, xx** hereinafter referred to as **“The Beneficial Shareholder”**.

Pursuant to the profit-sharing plan with **Desarrollo Marina Vallarta, S.A. de C.V.** located in Av. Paseo de la Marina Sur #220, Marina Vallarta, Puerto Vallarta, Jalisco, C.P. 48335 hereinafter referred to as **“The Corporation”**. **SECURITIES MANAGEMENT CONSULTANTS, INC** is the registered brokerage firm entitled for this specific trade with reference number: **GV78932152**.

In consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

THE EXCHANGE

Section 1.1 The following terms for the **Stock Sale Order** are offered only to registered Owners, the value for these unlisted shares is based on the income derived from the corporation per year, allowing other registered owners or non-owners usage of your allocated vacation property.

Section 1.2 The beneficial shareholder agrees to trade with the broker all the rights, interest, and property of the **65 Profit Shares** at the current market value of **\$2,399.00 USD** per share.

Section 1.3 The beneficial shareholder agrees to the fixed sum amount of **\$155,935.00 USD** payable upon completion of the trade and closing of this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 2.1 The **Investment Bank** designated for the regulation and protection of the transaction will be **THE PRIVATE INVESTMENT BANKING COMPANY LLC** Located at 630 Fifth Avenue New York, New York 10019 USA.

Section 2.2 The **Investment Bank** is obligated to provide the beneficial shareholder with the required payment authorization form in which methods of payment will be available through certified check and or direct deposit.



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Section 2.3 The beneficial shareholder declares to utilize their own free will as well as healthy mental conditions to have agreed to claim any and/or all monetary amounts derived from the aforementioned trading. The beneficial shareholder is exclusively contracting the services of the Broker to procure the trading of the Shares including the closing of the transaction in correspondence with the execution of this share trade agreement.

Section 2.4 The beneficial shareholder is responsible to provide the broker with the trading account appointed by their Investment Bank; the beneficial shareholder acknowledges that such account must be maintained with a minimum balance calculated out of the total value of the shares to be traded. In the event that the shareholder does not own any trading account, the Investment Bank is obligated to open a new trading account for the beneficial shareholder.

- Premium account: 11% Minimum Balance over the total transaction.
- Standard account: 7% Minimum Balance over the total transaction.
- Basic account: 4% Minimum Balance over the total transaction.

ARTICLE III

VALID ISSUANCE OF UNLISTED SHARES

Section 3.1 The Broker and the beneficial shareholder agree to refer any claims and/or disputes to arbitration as per the Rules, Bylaws and Regulations of the Securities and Exchange Commission (**SEC**). Once the trading account is active the beneficial shareholder will not be able to withdraw or claim any monies unless the exchange has been concluded, if the beneficial shareholder decides to do so, he/she will be liable for administrative costs and penalties up to **28%** of total exchange value.

Section 3.2 The Beneficial Shareholder is liable for any and/or all taxation requirements placed out of the gain for the trade of the profit-shares.

ARTICLE IV

SHARE EXCHANGE COMISSION

Section 4.1 The beneficial shareholder agrees to pay the Broker's brokerage compensation fee. The Broker has agreed that said fee shall be placed at two percent (**2%**) of the total amount secured from the shares to be traded. Being a total in US dollars for this transaction specifically, the total amount of **\$3,118.70 USD**.

Section 4.2 The Broker agrees that the money/securities held for the beneficial shareholder shall be kept in a separate account, distinct from his/their own account or any other client and shall not be used by the Broker for himself or for any other client or for any other purposes unless specified by the Investment Bank.





Section 4.3 The Broker shall ensure due protection to the beneficial shareholder and their respective rights to dividends, rights or bonus shares, etc. in respect of additional transactions, they may not be allowed if they harm the interest of the beneficial shareholder with whom they may have existing active transactions in securities.

Section 4.4 All understandings between the parties are incorporated in these terms and conditions. All terms are intended by the Parties as a final, complete and exclusive expression of their consent with respect to this matter, and may not be contradicted by evidence of any prior agreements.

ARTICLE V

SHARE EXCHANGE CLOSING

Section 5.1 The execution of this agreement is scheduled to be concluded within a period of 30 (thirty) natural days from the opening of the temporary holdings account with the Investment Bank. Any changes towards the duration of this agreement should be done with the expressed and written consent from any of the parties involved.

Section 5.2 The content of this agreement may not be extended, amended, modified, altered or changed, except in writing signed by "the Broker's" legal representative. By signing below the beneficial shareholder understands and agrees to all terms and conditions stated within the content of this accord. Additionally, neither party may utilize these terms and conditions without the expressed written consent of the other nor shall prior and subsequent verbal agreements hold any legal validity. This contract has a law-binding effect for all parties and is irrevocable.

Section 5.3 The Broker guarantees a non-disclosure agreement for all parties involved in this contract until the funds have been verified to the beneficial shareholder at the end of the transaction. By signing below the beneficial shareholder understands and agrees to all terms and conditions stated within the 3 pages of this contract.

Paul xxxx xxxxx
"Beneficial Shareholder"

William R Lewis
"Legal Representative"

Alonzo Zaar
"Broker"

