



Western Title Services

GUARANTEED PURCHASE/SALE AGREEMENT

THIS ESCROW GUARANTEED PURCHASE/SALE AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into on: 11/24/2023 by and among Leonardo Moncada (hereinafter referred to as "Buyer"); Maria del Carmen Montenegro Figueroa De Zachrisson (hereinafter referred to as "Owner(s)"); and Kokomo Tours & Travel INC. (hereinafter "Company"); and Western Title Services LLC. (Hereinafter referred to as "Escrow/Trust").

DECLARATIONS:

WHEREAS, the Escrow has established a bona fide buyer for the Owner(s) Membership and the full purchase funds have been deposited into the designated Escrow/Guarantee/Trust Account and the Escrow holds all licenses required to act as Escrow/Trust and perform these duties and maintains a properly equipped office, suitably staffed to render the services, located at 1350 Independence St, Suite 300, LAKEWOOD, CO 80215, US

WHEREAS, Escrow represents that it holds all required legal licenses, documents and permissions to perform the services herein agreed and holds properly equipped staff appropriate to render the services contracted for herein; and

In consideration of the mutual covenants exchanged herein, all parties agree as follows:

CLAUSES:

1. The property Marriott Vacation Club which is the subject of the Agreement and described as a Timeshare by the name of Marriott Vacation Club (the "Property"). To be used in Mexico.

- a) Membership Description: Marriott Vacation Club
- b) Contract Number: 8693486
- c) Unit Type: Condominium
- d) Points: N/A
- e) Weeks: 1 Week (access to one week per year)
- f) Location: Lakeland, Florida
- g) Usage Type: Fixed Week No.34
- h) Season:Platinum
- i) Conciliated Membership Price: \$67,200.00

2. **The Parties** are aware that an irrevocable secure administrative account with Escrow Officer for the purpose of receiving, holding, administering and distributing the funds deposited as required herein (the "Escrowed Funds"), subject to the terms and conditions set forth herein below.

3. **Owner(s) Responsibilities.** The Owner(s) represents and warrants that:

- A. He/She/They is/are the exclusive Owner(s) of the Resort Membership contract. ____ / ____
- B. He/She/They has/have good right and lawful authority to sell the Membership. ____ / ____
- C. The Membership is free and clear of liens and encumbrances and not subject to limitations of any kind, other than as stated in the Agreement and/or Internal Rules & Regulations of the Resort Membership contract. ____ / ____
- D. The Company and/or Escrow and/or their designee(s) is authorized to solicit and obtain any and all information concerning the Membership and all encumbrances thereon and Owner(s) agree(s) to execute any and all documents, to complete all procedures, and to make all payments/deposits required for the purpose of rendering and or maintaining the Membership free and clear of all liens and encumbrances within a minimum of ten (10) days prior to the scheduled closing date and or within three (3) business days of receiving written notification by fax or email from the Company and/or Escrow of said balance due, whichever is sooner. ____ / ____
- E. Liens and encumbrances, outstanding balances, maintenance fees, taxes, insurance, room service charges, and all other related costs as required by governing law and/or by Owner(s) Resort Membership Contract/legal documents, if applicable, which must be paid prior to closing shall be deposited into Escrow a minimum of ten (10) days prior to the scheduled closing date and/or within three (3) business days of receiving written notification by fax or email from the Company and/or Escrow of said balance due, whichever is sooner. ____ / ____
- F. To submit the fully-executed notarized transfer of Membership Document(s) with original signature(s) and initials to Escrow via Federal Express Next Day delivery service within three (3) business days following Owner(s) receipt of full clear funds. The Membership described herein this Agreement including its Addenda, Amendments, Terms and conditions, all funds, and all documents related to and/or arising from this Agreement shall be deposited into Escrow at signing and/or as they become known to be due and shall remain in Escrow until closing and/or distribution. ____ / ____

4. Exclusive Sale by Company/Agent. The Owner(s) agree(s) that upon acceptance of this Agreement, the Company shall have the exclusive right to sell the Membership at the price and under the terms set forth in this Agreement. This transaction shall become the Buyer's responsibility. The Escrow and/or Company shall contact the Resort, its Property Management and/or its Homeowners Association directly for verification of any such balances due accruing prior to closing.

5. Purchase Price. All parties hereby agree to the purchase/sale of the Membership at the price of \$67,200.00 USD (Sixty-seven thousand, two hundred U.S Dollars and zero cents) upon the terms and conditions set out herein.

6. Disbursement and Refund. It is expressly understood and agreed that Escrow guarantees the sale price and sale of the Membership described herein for the total purchase price \$67,200.00 USD (Sixty-seven thousand, two hundred U.S Dollars and zero cents) Trust account under client number 48572682. Escrow hereby confirms that the full sale price funds have been deposited by the Buyer into a non-refundable Escrow/Guarantee/Trust account # 5692837483; therefore, making the guarantee of this Agreement possible. This account is controlled and operated by Western Title Services LLC.,

____ / ____ By cashier's check that shall be mailed though FEDEX NEXT DAY shipping

____ / ____ By international bank wire transfer.

Escrow further warrants and guarantees that the total purchase price, minus 5% Company's fee due from Owner(s), including any and all applicable refunds, shall be paid to the Owner(s) at closing.

The payment method shall be established by Owner(s). Owner(s) shall notify Escrow by email or fax of said choice and provide all information needed to complete payment no less than ten (10) days prior to closing.

7. Buyer Responsibilities. The Buyer represents and warrants:

A. To pay at closing the International Escrow fee(s)


- ✓ Escrow fee: 13% - \$8,736.00 USD
- ✓ Doc Prep fee: \$80.00 U.S.D.
- ✓ Courier fee: \$22.00 U.S.D. - \$65.00 U.S.D


B. Buyer agrees to pay to the Company for services rendered a commission of FIVE PERCENT (5%) of the purchase price of \$67,200.00 USD (Sixty-seven thousand, two hundred U.S Dollars and zero cents) said commission equal to \$3,360.00 (Three thousand, three hundred sixty U.S. Dollars and zero cents) said commission shall be paid to the Company at closing.





C. To provide Escrow via fax or electronic mail copies of all personal information required for the closing of this transaction within three (3) business days of receiving a request by fax or electronic mail of said copies.



D. To reimburse to Owner(s) all deposits made by Owner(s) that are related to this transaction and/or transferring to the Buyer. 

E. Exclusive permission to the Company and/or to Escrow, to represent and receive monies and/or documents from all parties involved with the sale of the Membership and/or arising as a result of this Agreement, in accordance with the laws of the state of Colorado, prevailing law, the law of the land, and the terms and conditions of Owner(s) Resort Membership Contract. 

F. To deposit all disbursements/refunds prior to closing into Escrow upon acceptance of this Agreement and receipt of said funds is hereby acknowledged. Any additional funds requested in the future due at closing by Buyer shall be deposited into Escrow as they become known to Buyer within a minimum of ten (10) days prior to closing and/or within three (3) business days of receiving written notification, whichever is sooner. 

G. All fees, maintenance, cost, taxes, etc., related to this transaction and transferring to Buyer are the responsibility of the Buyer and shall be paid by Buyer whenever allowed by governing law, fiduciary regulations and/or the Resort Membership Contract. When governing law, fiduciary regulations and/or the Resort Membership Contract requires payment directly from Owner(s), Buyer shall deposit reimbursement funds into Escrow to be paid to Owner(s) at closing. 

8. Forfeiture by Buyer. The Company and/or Escrow is/are hereby authorized to accept and hold on behalf of the Owner(s) and Buyer any and all funds deposited as a reimbursement, deposit, binder, and/or payment in regards to the Membership, and it is expressly understood and agreed that in the event of forfeiture by prospective Buyer, Escrow shall retain all funds deposited by the Buyer and shall pay said funds to the Owner(s), as compensation, minus the 5% commission due to the Company.

9. Counterparts, faxes and/or emails. This Agreement and all documents arising from this Agreement may be executed in counterparts, and all counterparts taken together shall constitute one Agreement and/or one document. This Agreement and all documents arising from this Agreement and any and all notices related and/or correspondence given here under may be transmitted by facsimile and/or electronic mail and shall be binding on all parties, signature(s) and/or initials on this Agreement and all documents arising from and/or related to this Agreement sent by facsimile and/or electronic mail shall constitute original signatures and/or original initials for purpose of this Agreement. This Agreement and all documents arising from this document sent by facsimile and or/ electronic mail containing one or more signatures and/or one or more set of initials including original, faxed and/or electronically mailed documents shall be binding on those

signatories and/or on those who have affixed said initials. All notices and/or correspondence sent by fax and/or electronic mail by any Party shall be accepted as legally delivered.

10. Liquidated Damages Provision. It is expressly understood and agreed that in the event that any Party forfeits, reneges, breaches the Agreement, fails to make payment(s) as required, retracts and/or disputes any payment(s) made, the Company shall retain as liquidated damages, any and all Escrow deposit(s) of the affected Party/ies without further legal process required and may accept said deposit(s) as payment in full or as partial payment of: Ten Percent (10%) fee which would have been paid to the Company pursuant to the sale; all out-of-pocket expenses of all opposing Party/ies of this Agreement; Title/escrow fees/services due to Escrow; all other relief/damages as may be determined mutually or by legal procedure; and the balance of said transfer to the opposing Party/ies as damages in direct proportion to the amount(s) that would have been received had the transaction been completed. If said deposit(s) is/are insufficient, the affected Party/ies must pay the difference to Escrow within ten (10) days of receiving notification so that said funds may be distributed as stated herein. Should this transaction fail to close, all deposits/payments of all Party/ies in full compliance with this Agreement shall be refunded in full to said fully-compliant Party/ies as soon as is possible and said fully-compliant Party/ies shall receive compensation collected from the affected Party/ies as stated in the preceding paragraph.

11. Customary Procedures and Costs. The usual and customary procedures and costs for the examination of Membership rights and the ability to provide free clear transfer of Membership and for the closing of transactions of this nature will apply, and the Owner(s) agrees to Escrow and subsequently to Buyer well and sufficient document(s) as required for the transfer of Membership to the Buyer, free and clear of all liens and encumbrances. All parties agree that in the event of a misrepresentation or error on the part of Escrow or the Company, the affected Party/ies shall be entitled to a full refund of all fees deposited and/or paid to Escrow and to the Company and all out of pocket expenses which are related to this Agreement. When governing law and/or the Resort Membership Contract requires payment directly from Owner(s), Buyer shall deposit reimbursement funds into Escrow to be paid to Owner(s) at closing. Owner(s) shall deposit funds for said payments as instructed by Escrow within three (3) business days of receiving notification and/or within ten (10) days prior to scheduled closing, whichever is sooner, and Owner(s) shall be reimbursed in full at closing for all prepayments directly related to this transaction and or to intervals transferring to Buyer at closing.

12. Taxes, Maintenance Fees, Etc. As stated above, Owner(s) is/are responsible for payment of all renovation fees, insurance fees, maintenance fees, taxes, existing room service charges, past dues, penalties, interest, and all other liens and balances due which are payable in relation to the Membership and/or to this transaction for the year in which this Agreement becomes effective and said sale periods have been completed. All maintenance fees applicable to said purchase/sale shall be refunded to Owner(s) by the Buyer at closing. Each Buyer will pay after closing for all restaurant/entertainment/activity charges, room service charges, and all other fees, costs, and charges caused by such Buyer prior to payment.

13. Closing and Possession. It is expressly agreed that the Membership described herein shall be deposited into Escrow at signing and shall be held by Escrow until closing and/or distribution, unless otherwise agreed upon by all Parties, closing will take place in the country where the Membership is located and all documents will be transferred to corresponding parties by email and/or fax. It is expressly understood and agreed by all Parties hereto that upon closing, receipt of full clear funds and transfer of Membership. Buyer shall have full ownership and responsibility of the Membership; previous Owner(s) shall not be responsible for Membership after current transaction is concluded.

14. Customer Satisfaction Guarantee. Escrow guarantees that if, for any reason, a party in full compliance with this Agreement is dissatisfied with the service provided due to a misrepresentation or error on the part of Escrow, said party shall be entitled to a full refund of all fees paid to Escrow. All parties agree that, after providing Escrow with written signed notification of any issue, all Parties shall grant Escrow and/or the Company with sixty (60) days to cure said issue before reporting Escrow and/or the Company to any government and/or private authority, agency, office, including but not limited to customer protection, the Better Business Bureau etc., and/or posting any negative comments/feedback on any website and/or on the internet.

15. Force Majeure. The Company and/or any representative of the Company and/or Escrow shall not be liable for any default caused by an act of God, Labor Disputes, Civil Unrest, War, and/or any other circumstance beyond the reasonable control of the Company and/or Escrow.

16. Rules/Regulations. As stated above, there are certain covenants, rules, restrictions, reservations, conditions, and/or provisions set forth in the documents establishing the Membership use or vacation club plan, that restrict and govern how the Membership may be used. Buyer agrees to use the Membership in accordance with and abide by all such covenants, rules, restrictions, reservations, conditions, and/or provisions. Buyer is advised to directly contact the Resort, its Property Manager, and/or its Homeowner's Association with any questions about such covenants, rules, restrictions, reservations, conditions, and/or provisions.

17. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, constructed and enforced in accordance prevailing law, the law of the land and the terms and conditions of Owner(s) Resort Membership Contract/agreement/legal documents, in the event that litigation results from or arises out of this Agreement or the performance thereof, the affected Party/ies agree/s to reimburse reasonable attorney fees, court cost, and all other expenses of the prevailing Party/ies, whether or not taxable by the court as cost, in addition to any and all other relief to which the prevailing Party/ies may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date(s) that the cause(s) of actions(s) actually occurred, regardless of whether damages were otherwise, as of said time, calculable.

18. Invalidity of Clause(s). In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.

19. Non-Disclosure. To the extent applicable, all Parties shall protect and keep confidential all non-public information disclosed by any Party (herein "confidential information") and shall not, except as may be authorized in writing by all

1350 Independence St, Suite 300, LAKEWOOD, CO 80215, US

Phone: (720) 882 0979

Escrow Officer Ronald Clarke

Email: Ronald_clarke@westerntitleservices.com

Business License Number 20031212509

affected Parties, use or disclose any such confidential Information for any purpose other than the performance of this Agreement. The Company and Escrow shall not release any information of any Parties hereto.

20. Length of Contract. This Agreement for the Guaranteed Purchase/Sale of the Membership described above shall become effective upon receipt via fax or email by the Company/Escrow of a copy and /or copies of this document fully executed by all Parties and shall remain in effect for the following one hundred eighty (180) days or until closing.

21. Entire Agreement. This Agreement, including all whereas clauses, is the entire Agreement of the Parties. No oral statements or prior Agreements shall have any force or effect between the Parties.

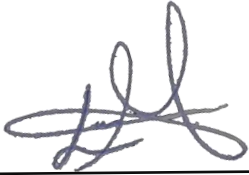
This Agreement shall not be modified except by a written, signed addendum executed by all Parties hereto.

By signature below, I/we acknowledge that I/we have read, understood, and accept the terms and conditions of this Agreement signed this November 24, 2023:



Rachel Mizrahi,
CEO, of Kokomo Travel & Tours INC.

Carol Ann. Thrush
CEO, of Western Title LLC.



Leonardo Moncada
Buyer

Maria del Carmen Montenegro
Figueroa De Zachrisson
Owner

