ZEDE VILLAGE OF NORTH BAY COUNCIL
RESOLUTION IMPLEMENTING THE RCLC RELATIVE TO LEGAL PERSONS, RECOGNIZING GSP SELECTION COMMITTEE, AND AUTHORIZING ENTRY INTO INTERIM GSP AGREEMENT

Effective on March 28, 2019, being the second regular meeting of the Zonas de Empleo y Desarrollo Económico Village of North Bay (the "ZEDE of North Bay") Council, the undersigned persons in all of their identified capacities, being a quorum of the ZEDE of North Bay Council, and having an opportunity to contemporaneously discuss the matter below through electronic means, hereby authorize, consent to, approve, adopt and ratify the following actions by the Technical Secretary on behalf of the ZEDE of North Bay Council pursuant to Article III, Section 3.09(11)(d), as well as all other sections implicated thereby, of the August 23, 2018 Charter and Bylaws of the ZEDE Village of North Bay, as amended, by the indicated consent of not less than a majority of the eligible members of the Council, or otherwise of not less than a majority of the quorum present, with full waiver of all procedural objections, as an electronic special meeting of the ZEDE of North Bay Council:

RESOLVED that the undersigned council member signatories have lawful authority to act as contemplated in this resolution because they constitute all of the duly appointed council members as well as a majority of all eligible council members, with all remaining seats on the council being vacant and unclaimed, with no pending selections or nominations to fill them;

RESOLVED that the Roatan Common Law Code ("RCLC") §§ 3701 through 3710 allow for the formation of corporate and other legal persons under the jurisdiction and authority of the ZEDE of North Bay;

RESOLVED that RCLC § 5002 provides that "[i]f any rule from a set of rules that this RCLC references refers to an institution, office, power, or privilege that does not exist in the adopting jurisdiction, the rule instead refers to the closest functionally equivalent institution, office, power or privilege that does or could exist in that jurisdiction."

RESOLVED that RCLC §§ 3701 through 3710 make various references to a "state" or "states" which the Council and Technical Secretary regard and deem for all purposes of administering the substantive provisions of RCLC §§ 3701 through 3710 as functionally equivalent to the ZEDE of North Bay itself under the authority of RCLC § 5002;

RESOLVED that RCLC §§ 3701 through 3710 make various references to "state legislature" which the Council and Technical Secretary regard and deem for all purposes of administering the substantive provisions of RCLC §§ 3701 through 3710 as functionally equivalent to the ZEDE of North Bay Council itself under the authority of RCLC § 5002;

RESOLVED that RCLC §§ 3701 through 3710 make various references to "Secretary of State" which the Council and Technical Secretary regard and deem for all purposes of administering the substantive provisions of RCLC §§ 3701 through 3710 as functionally equivalent to the Technical Secretary or a designated duly authorized ad hoc Secretary, subject to approval by Resolution of the Council and Technical Secretary, under the authority of RCLC § 5002; and for purposes of this Resolution, Council Member Dr. Titus Gebel shall be deemed designated and approved to serve at the pleasure of the Council and Technical Secretary as the designated ad hoc Secretary authorized to exercise the power and authority of the "Secretary of State" under the foregoing provisions of the RCLC for a period of time not to extend beyond December 31, 2019, unless reappointed by Resolution of the Council and Technical Secretary;

RESOLVED that pursuant to RCLC §§ 3702 (§§1.20, 1.22, 1.25) and 5002, the attached form "Articles of Incorporation (for Profit)" is approved for use in the ZEDE of North Bay both physically and electronically for purposes of accepting filings intended to organize, register and incorporate a for profit corporation under the RCLC within the jurisdiction of the ZEDE of North Bay and a corresponding user fee in the amount of $10,000.00 U.S. or 250,000.00 Lempira (to be paid to the ZEDE of North Bay Trust non-tax account) is imposed for each such registration to defray processing and administrative costs;

RESOLVED that pursuant to RCLC §§ 3702 (§§1.20, 1.22, 1.25 and 15.03) and 5002, and to ensure the full administrative implementation of RCLC §§ 3701 through 3710, ad hoc Secretary Dr. Titus Gebel is granted further administrative authority to prescribe the use of all other appropriate forms and corresponding reasonable user fees (to be paid to the ZEDE of North Bay Trust non-tax account) to defray processing and administrative costs as contemplated in the RCLC, subject to ZEDE of North Bay Council review and disapproval or modification by Resolution on a future regular council meeting date;

BE IT FURTHER RESOLVED that pursuant to RCLC §§ 3701 through 3710 and 5002, ad hoc Secretary Dr. Titus Gebel shall establish a registry which will keep and maintain accurately, and in coordination with all other relevant registries, all filings relative to the organization, incorporation, registration, formation and/or maintenance of

corporate and other legal persons which are authorized by the RCLC §§ 3701 through 3710 in accordance with his reasonable administrative discretion and judgment (the "ZNB Entity Registry" or "Entity Registry") subject to ZEDE of North Bay Council review and disapproval or modification by Resolution on a future regular council meeting date;

BE IT FURTHER RESOLVED that pursuant to this Resolution and RCLC §§ 3702 (§§ 1.25, 2.01 and 2.02) and 5002, upon electronic execution and transmission by the indicated incorporator, ad hoc Secretary Dr. Titus Gebel shall accept and duly file in the ZNB Entity Registry an Articles of Incorporation form submitted electronically for the organization and incorporation of a certain contemplated General Service Provider entity (tentatively named "ZNB GSP Inc." for purposes of this Resolution but which may be renamed by the incorporator at any time prior to submitting the corresponding form for filing) as the first corporate entity duly organized within the jurisdiction of the ZEDE of North Bay, with a corresponding electronic receipt evidencing such filing to be returned as soon as practicable; further, the ZEDE of North Bay Council herewith agrees to serve as registered agent and to furnish the indicated real property location as the address of the registered office of the ZNB GSP Inc. until a successor registered agent is duly named and a new registered office address is duly identified by the ZNB GSP Inc.

BE IT FURTHER RESOLVED that ad hoc Secretary Dr. Titus Gebel is authorized to establish one or more reasonable and convenient means of addressing locations within the boundaries and jurisdiction of the ZEDE of North Bay for purposes of administering the ZNB Entity Registry;

BE IT FURTHER RESOLVED that the Technical Secretary and Council herewith establish the Committee for the Selection of the General Service Provider *nunc pro tunc* in conformity with Section 7.03 of the August 23, 2018 Charter and Bylaws, which shall be deemed to have consisted of the membership of the Council at all times; and in such capacity, the undersigned members of the Council, in consultation with the ZNB Trust, invite the promoter and organizer of the ZEDE Village of North Bay, Sociedad para el Desarrollo Socioeconómico de Honduras, LLC to submit its proposal for consideration as General Service Provider in its capacity as promoter of ZNB GSP Inc. for consideration by the Council on or before the Council's regular meeting on April 25, 2019, subject to independent review for commercial reasonableness by an independent third party expert in public private partnerships to resolve any conflicts of interest among Council members as investors/officers of Sociedad para el Desarrollo Socioeconómico de Honduras, LLC;

BE IT FURTHER RESOLVED that the undersigned Technical Secretary and Council have reviewed, approved and authorized the proposal of the ZNB Trust to enter

into the accompanying Interim General Service Provider Agreement with Sociedad para el Desarrollo Socioeconómico de Honduras, LLC based on the following findings: (1) the ZNB Trust was established on February 28, 2019; (2) prior to the establishment of the ZNB Trust, the proposed Interim GSP furnished certain organizational services that were necessary to establish the governance structures, policies and procedures of the ZEDE Village of North Bay, all of which were reviewed and associated advanced costs approved as commercially reasonable by Dr. Byron Schlomach, an independent third party expert in public private partnerships, in connection with the promissory note discussed during the March 14, 2019 regular meeting of the Council; (3) although the ZEDE Village of North Bay remains in a predominantly organizational phase, with the establishment of the ZNB Trust, Article VII of the ZNB Charter now requires the ZNB Trust to procure as many governmental services as is "practically feasible" through a General Services Provider; (4) the ZNB Trust, Council and Technical Secretary have concluded that it would be impracticable and infeasible to hire a permanent General Services Provider to provide governmental services through the extensive vetting procedure required by Article VII of the ZNB Charter while the ZEDE Village of North Bay lacks a tax code, tax revenue, a court system, a police department, a business registry, and a land registry recognized by the Property Institute; (5) although it is debatable whether the services to be furnished by the Interim GSP are meant to be furnished through a GSP in so far as they do not directly involve furnishing governmental services, out of an abundance of caution, because they are a necessary component of furnishing government services, the ZNB Trust has recommended entry into the proposed Interim GSP Agreement as the only feasible and practical manner in which to comply with the spirit of Article VII of the ZNB Charter, while concurrently initiating the procurement process as aforesaid for the permanent GSP; and (6) the proposed Interim GSP Agreement reasonably resolves potential conflicts of interest stemming from the status of Council members as investors/officers of Sociedad para el Desarrollo Socioeconómico de Honduras, LLC by requiring all invoicing to be approved by an independent third party expert in public private partnerships.

BE IT FURTHER RESOLVED that the Council and Technical Secretary herewith establish a "Tentative Agenda Procedure" for each future Regular Meeting of the Council whereby topics for inclusion on the agenda (with as much supporting material as is reasonably furnished) should be provided on the Wednesday of the week preceding the Regular Meeting to Council Secretary Erick A. Brimen, with the Technical Secretary Tristan Monterroso copied on the communication, such that a Tentative Agenda for the upcoming Regular Meeting may be distributed by the Technical Secretary by the Monday immediately preceding the Regular Meeting to allow for adequate deliberations.

BE IT FURTHER RESOLVED that, in conformity with Section 11.04 of the August 23, 2018 Charter and Bylaws of the ZEDE of North Bay, attached to this Resolution is also the fully approved and ratified Spanish translation of this resolution and its attachment.

Effective Date: March 28, 2019

Council Member and Technical Secretary

Vote to Approve Resolution: Yes ☑

No ☐

By: _____

Tristan Mason Monterroso

Council Member and Secretary

Vote to Approve Resolution: Yes ☑

No ☐

By: Erick A. Brimen
Erick A. Brimen (Mar 31, 2019)

Erick A. Brimen

Council Member and Treasurer

Vote to Approve Resolution: Yes ☑

No ☐

By: _____
Rodrigo Quercia (Mar 30, 2019)

Rodrigo Quercia

Council Member

Vote to Approve Resolution: Yes ☑

No ☐

By:

Oliver Porter (Mar 31, 2019)

Oliver Porter

Council Member

Vote to Approve Resolution: Yes ☑

No ☐

By:

Titus Gebel
Titus Gebel (Mar 29, 2019)

Titus Gebel

Council Member

Vote to Approve Resolution: Yes ☑

No ☐

By:

Gabriel Delgado Ayau
Gabriel Delgado Ayau (Mar 29, 2019)

Gabriel Delgado Ayau

Approval Acknowledged:

Technical Secretary
By:

Tristan Mason Monterroso

Duly Noted in the Public Records of the ZEDE of North Bay
By:

Erick A. Brimen
Erick A. Brimen (Mar 31, 2019)

Erick A. Brimen, Secretary

ZEDE VILLAGE OF NORTH BAY COUNCIL
RESOLUCIÓN POR LA QUE SE IMPLEMENTA EL RCLC RELATIVO A LAS PERSONAS JURÍDICAS, RECONOCIMIENTO DEL COMITÉ DE SELECCIÓN DEL SPG Y AUTORIZACIÓN DE LA ENTRADA EN EL ACUERDO PROVISIONAL DEL SPG

A partir del 28 de marzo de 2019, siendo la segunda reunión ordinaria del Consejo de Zonas de Empleo y Desarrollo Económico de North Bay (la "ZEDE de North Bay"), las personas abajo firmantes en todas sus capacidades identificadas, siendo un quórum de la ZEDE de North Bay Council, y teniendo la oportunidad de discutir contemporáneamente el asunto a continuación a través de medios electrónicos, por la presente autorizo, consiento, apruebo, adopto y ratifico las siguientes acciones por parte del Secretario Técnico en nombre de la ZEDE del Consejo del Norte de la Bahía de conformidad con el Artículo III, Sección 3.09(11)(d), así como todas las demás secciones implicadas, de los Estatutos y Reglamentos de 23 de agosto de 2018 de la Aldea ZEDE de North Bay, según enmendados, por el consentimiento indicado de no menos de una mayoría de los miembros elegibles del Consejo, o en su defecto de no menos de una mayoría del quórum presente, con total renuncia a todas las objeciones de procedimiento, como una reunión especial electrónica del Consejo de ZEDE de North Bay:

SE RESUELVE que los miembros del consejo abajo firmantes tienen autoridad legal para actuar como se contempla en esta resolución porque constituyen todos los miembros del consejo debidamente nombrados, así como una mayoría de todos los miembros elegibles del consejo, con todos los puestos restantes en el consejo vacantes y no reclamados, sin selecciones ni nominaciones pendientes para llenarlos;

SE RESUELVE que el Código de derecho consuetudinario de Roatán ("RCLC") §§ 3701 a 3710 permite la formación de personas jurídicas corporativas y de otro tipo bajo la jurisdicción y autoridad de la ZEDE de North Bay;

SE RESUELVE que RCLC § 5002 dispone que"si cualquier regla de un conjunto de reglas a las que se refiere este RCLC se refiere a una institución, oficina, poder o privilegio que no existe en la jurisdicción de adopción, la regla se refiere en cambio a la institución, oficina, poder o privilegio funcionalmente equivalente más cercano que sí existe o que podría existir en esa jurisdicción".

SE RESUELVE que los artículos 3701 a 3710 del RCLC hacen varias referencias a un "estado" o "estados" que el Consejo y el Secretario Técnico consideran y consideran, a todos los efectos de la administración de las disposiciones sustantivas de los artículos 3701 a 3710 del RCLC, como funcionalmente equivalentes a la propia ZEDE de North Bay bajo la autoridad del artículo 5002 del RCLC;

SE RESUELVE que los artículos 3701 a 3710 de la RCLC hacen varias referencias a la "legislatura estatal" que el Consejo y el Secretario Técnico consideran y consideran, a todos los efectos de la administración de las disposiciones sustantivas de los artículos 3701 a 3710 de la RCLC, como funcionalmente equivalentes a la ZEDE del Consejo del Norte de la Bahía bajo la autoridad del artículo 5002 de la RCLC;

SE RESUELVE que los artículos 3701 a 3710 del RCLC hacen varias referencias al "Secretario de Estado" que el Consejo y el Secretario Técnico consideran y consideran, a todos los efectos de la administración de las disposiciones sustantivas de los artículos 3701 a 3710 del RCLC, como funcionalmente equivalentes al Secretario Técnico o a un Secretario ad hoc debidamente autorizado, sujeto a la aprobación por Resolución del Consejo y del Secretario Técnico, bajo la autoridad del artículo 5002 del RCLC; y a los efectos de esta Resolución, el miembro del Consejo, Dr. Titus Gebel se considerará designado y aprobado para servir a discreción del Consejo y del Secretario Técnico como el Secretario ad hoc designado autorizado para ejercer el poder y la autoridad del "Secretario de Estado" conforme a las disposiciones anteriores del RCLC por un período de tiempo que no se extenderá más allá del 31 de diciembre de 2019, a menos que se vuelva a nombrar por Resolución del Consejo y del Secretario Técnico;

SE RESUELVE que de conformidad con los artículos 3702 (§§1.20, 1.22, 1.25, 1.25) y 5002 del RCLC, el formulario adjunto "Artículos de Incorporación (con fines de lucro)" está aprobado para su uso en la ZEDE de North Bay, tanto física como electrónicamente, con el fin de aceptar presentaciones destinadas a organizar, registrar e incorporar una sociedad anónima con fines de lucro bajo el RCLC, dentro de la jurisdicción de la ZEDE de North Bay, y el pago de una cuota de usuario correspondiente por la cantidad de $10,000.00 U.S. o 250,000.00 Lempiras (a pagar a la cuenta no tributaria de ZEDE of North Bay Trust) para cada una de estas inscripciones para cubrir los costos administrativos y de procesamiento;

SE RESUELVE que de conformidad con los artículos 3702 (§§1.20, 1.22, 1.25 y 15.03) y 5002 del RCLC, y para garantizar la plena implementación administrativa de los artículos 3701 a 3710 del RCLC, el Secretario ad hoc Dr. A Titus Gebel se le concede más autoridad administrativa para prescribir el uso de todos los demás formularios apropiados y las correspondientes cuotas de usuario razonables (que se pagarán a la cuenta no tributaria de ZEDE of North Bay Trust) para sufragar los costos administrativos y de procesamiento según lo contemplado en el RCLC, sujeto a la revisión del Consejo de ZEDE of North Bay y a la desaprobación o modificación por medio de una Resolución en una fecha futura de reunión regular del Consejo;

SE RESUELVE ADEMÁS que de conformidad con los artículos 3701 a 3710 y 5002 del RCLC, el Secretario ad hoc Dr. Titus Gebel establecerá un registro que mantendrá y mantendrá con precisión, y en coordinación con todos los demás registros relevantes, todas las presentaciones relativas a la organización, incorporación, registro, formación y/o mantenimiento de personas jurídicas y corporativas que estén autorizadas por el RCLC §§ 3701 a 3710 de acuerdo con su discreción y juicio administrativo razonable (el "Registro de Entidades del ZNB" o "Registro de Entidades") sujeto a la revisión y desaprobación del Consejo del Norte de la Bahía de ZEDE y a la modificación o resolución por resolución en la fecha de una futura reunión regular del consejo;

SE RESUELVE ADEMÁS que de conformidad con esta Resolución y los artículos 3702 (§§ 1.25, 2.01 y 2.02) y 5002 de la RCLC, tras la ejecución electrónica y la transmisión por parte del fundador indicado, el Secretario ad hoc, Dr. Titus Gebel, aceptará y archivará debidamente en el Registro de Entidades de ZNB un formulario de Acta Constitutiva presentado electrónicamente para la organización e incorporación de una determinada entidad de Proveedor de Servicios Generales contemplada (denominado provisionalmente "ZNB GSP Inc."para los propósitos de esta Resolución pero que puede ser renombrada por el fundador en cualquier momento antes de presentar el formulario correspondiente para su presentación) como la primera entidad corporativa debidamente organizada dentro de la jurisdicción de la ZEDE de North Bay, con un recibo electrónico correspondiente que demuestre que dicha presentación será devuelta tan pronto como sea posible; además, la ZEDE de North Bay Council acuerda por la presente servir como agente registrado y proporcionar la ubicación de la propiedad inmobiliaria indicada como la dirección de la oficina registrada de ZNB GSP Inc. hasta que se nombre debidamente a un agente registrado sucesor y el ZNB GSP Inc. identifique debidamente el nuevo domicilio social.

SE RESUELVE ADEMÁS que el Secretario ad hoc, Dr. Titus Gebel, esté autorizado a establecer uno o más medios razonables y convenientes de dirigirse a lugares dentro de los límites y jurisdicción de la ZEDE de North Bay con el fin de administrar el Registro de Entidades ZNB;

SE RESUELVE ADEMÁS que el Secretario Técnico y el Consejo establezcan por la presente el Comité para la Selección del Proveedor de Servicios Generales *nunc pro tunc de* conformidad con la Sección 7.03 de los Estatutos y Reglamentos del 23 de agosto de 2018, que se considerará que han consistido en la membresía del Consejo en todo momento; y en tal calidad, los miembros del Consejo abajo firmantes, en consulta con el ZNB Trust, invitan al promotor y organizador de la Aldea ZEDE de North Bay, Sociedad para el Desarrollo Socioeconómico de Honduras, LLC, a presentar su propuesta para su consideración como Proveedor de Servicios Generales en su calidad de promotor de ZNB

GSP Inc. para su consideración por el Consejo en o antes de la reunión ordinaria del Consejo del 25 de abril de 2019, sujeto a una revisión independiente por parte de un tercero experto independiente en asociaciones público-privadas para resolver cualquier conflicto de intereses entre los miembros del Consejo como inversionistas/funcionarios de la Sociedad para el Desarrollo Socioeconómico de Honduras, LLC;

SE RESUELVE ADEMÁS que el Secretario Técnico y el Consejo abajo firmantes hayan revisado, aprobado y autorizado la propuesta del Fideicomiso ZNB de celebrar el Acuerdo Provisional de Proveedor de Servicios Generales con la Sociedad para el Desarrollo Socioeconómico de Honduras, LLC, basado en los siguientes hallazgos: (1) el Fideicomiso ZNB fue establecido el 28 de febrero de 2019; (2) antes del establecimiento del Fideicomiso ZNB, el SGP provisional propuesto proporcionaba ciertos servicios organizativos que eran necesarios para establecer las estructuras de gobierno, las políticas y los procedimientos de la Aldea ZEDE del Norte de la Bahía, todos los cuales fueron revisados y los costos anticipados asociados fueron aprobados como comercialmente razonables por el Doctor. Byron Schlomach, un tercero independiente experto en asociaciones público-privadas, en relación con el pagaré discutido durante la reunión ordinaria del Consejo del 14 de marzo de 2019; (3) aunque la Aldea ZEDE de North Bay sigue estando en una fase predominantemente organizativa, con el establecimiento del Fideicomiso ZNB, el Artículo VII de la Carta del Fideicomiso ZNB ahora requiere que el Fideicomiso ZNB obtenga tantos servicios gubernamentales como sea "factible en la práctica" a través de un Proveedor de Servicios Generales; (4) el ZNB Trust, el Consejo y el Secretario Técnico han llegado a la conclusión de que sería impracticable e inviable contratar a un Proveedor de Servicios Generales permanente para que preste servicios gubernamentales a través del extenso procedimiento de investigación requerido por el Artículo VII de la Carta del ZNB, mientras que la Aldea ZEDE del Norte de la Bahía carece de un código tributario, de ingresos fiscales, de un sistema de tribunales, de un departamento de policía, de un registro mercantil y de un registro de la propiedad reconocido por el Instituto de la Propiedad; (5) Aunque es discutible si los servicios que debe prestar el SPG provisional deben prestarse a través de un SPG en la medida en que no impliquen directamente la prestación de servicios gubernamentales, por exceso de cautela, ya que son un componente necesario de la prestación de servicios gubernamentales, el Fideicomiso ZNB ha recomendado la entrada en el Acuerdo SPG provisional propuesto como la única forma factible y práctica de cumplir con el espíritu del Artículo VII de la Carta del SPG, al tiempo que inicia el proceso de contratación pública antes mencionado para el SPG permanente; y (6) el Acuerdo Interino SPG propuesto resuelve razonablemente los posibles conflictos de intereses derivados de la condición de los miembros del Consejo como inversores/directores de la Sociedad para el Desarrollo Socioeconómico de Honduras, LLC, exigiendo que toda la facturación sea aprobada por un tercero independiente experto en asociaciones público-privadas.

SE RESUELVE ADEMÁS que el Consejo y el Secretario Técnico establezcan por la presente un "Procedimiento de Orden del Día Provisional" para cada futura Reunión Ordinaria del Consejo, en virtud del cual los temas a incluir en el orden del día (con todo el material de apoyo que razonablemente se proporcione) se proporcionarán el miércoles de la semana anterior a la Reunión Ordinaria al Secretario del Consejo, Erick A. Brimen, y el Secretario Técnico, Tristan Monterroso, copiará en la comunicación, de tal forma que el Secretario Técnico pueda distribuir un Orden del Día Provisional para la próxima Reunión Ordinaria a más tardar el lunes que preceda a la Reunión Ordinaria, a fin de que se puedan celebrar deliberaciones adecuadas.

SE RESUELVE ADEMÁS que, de conformidad con la Sección 11.04 de los Estatutos y Reglamentos de la ZEDE del Norte de la Bahía del 23 de agosto de 2018, adjuntos a esta Resolución se encuentra también la traducción al español totalmente aprobada y ratificada de esta resolución y su anexo.

Fecha de entrada en vigor: 28 de marzo de 2019

Aprobación confirmada:

Secretaría Técnica
Por:



_____

Tristan Mason Monterroso

Debidamente anotado en los Registros Públicos de la ZEDE de North Bay
Por:

Erick A. Brimen
Erick A. Brimen (Mar 31, 2019)

_____

Erick A. Brimen, Secretario

INTERIM GENERAL SERVICES PROVIDER AGREEMENT

THIS INTERIM GENERAL SERVICES PROVIDER AGREEMENT (this "Agreement") is deemed effective as of March 1, 2019 (the "Effective Date"), by and between the ZEDE of North Bay Trust, by Nick Dranias Law & Policy Analysis LLC, as trustee under trust agreement dated February 28, 2019, on behalf of the ZEDE Village of North Bay ("ZNB Trust") and Sociedad para el Desarrollo Socioeconómico de Honduras, LLC, a Delaware limited liability company, in its capacity as the promoter and organizer of the ZEDE Village of North Bay, ("Interim GSP"), with the approval, joinder and consent of the Technical Secretary and the ZEDE Village of North Bay Council. The ZNB Trust and the Interim GSP are individually a "Party" and collectively are the "Parties."

WHEREAS, Article V of the August 23, 2018 Charter and Bylaws of the ZEDE Village of North Bay (the "ZNB Charter") required the establishment of the ZNB Trust;

WHEREAS, the ZNB Trust was established on February 28, 2019;

WHEREAS, prior the establishment of the ZNB Trust, the Interim GSP furnished certain organizational services that were necessary to establish the governance structures, policies and procedures of the ZEDE Village of North Bay;

WHEREAS, now that the ZNB Trust is established, during an interim period in which the ZEDE Village of North Bay remains in a predominantly organizational phase, the Interim GSP wishes to continue to furnish predominantly organizational services to establish the governance structures, policies and procedures of the ZEDE Village of North Bay;

WHEREAS, with the establishment of the ZNB Trust, Article VII of the ZNB Charter now requires the ZNB Trust to procure as many governmental services as is "practically feasible" through a General Services Provider;

WHEREAS, although the services to be furnished by the Interim GSP are a necessary component of furnishing government services, the ZNB Trust has concluded that it would be impracticable and infeasible to hire a permanent General Services Provider to provide such services through the extensive vetting procedure required by Article VII of the ZNB Charter when the ZEDE Village of North Bay lacks a tax code, tax revenue, a court system, a police department, a business registry, and a land registry recognized by the Property Institute; and

WHEREAS, with the approval and consent of the Technical Secretary and ZEDE Village of North Bay Council, the ZNB Trust wishes to retain the Interim GSP to furnish the services described in this Agreement, on the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

1.1 Scope of Agreement.

This Agreement establishes a contractual framework for Interim GSP's provision of predominantly organizational services that are essential to the ZEDE Village of North Bay furnishing governmental services based on quarterly invoicing. The services to be furnished hereunder include all reasonable and customary: (a) research, development and implementation services for establishing within the ZEDE Village of North Bay (i) a court system; (ii) a tax code; (iii) a police department; (iv) a land registry; (v) a business registry; (vi) regulatory code; (vii) residence contracting; and (viii) governance structures and systems; (b) maintenance, management and compliance services for the foregoing; (c) intergovernmental and constituent public relations, communications, policy advocacy and educational services for the foregoing; and (d) all services that are reasonably incidental to furnishing the foregoing services (the "Services"). The Services and reasonably incurred expenses shall be evidenced by a timely detailed invoice submitted by the Interim GSP to the ZNB Trust and ZEDE Village of North Bay Council on a quarterly basis. Each invoice submitted by the Interim GSP for payment by the ZNB Trust shall be construed as subject to the Terms and Conditions of this Agreement.

1.2 Term.

The term of this Agreement shall commence as of the Effective Date and shall continue until the earlier of (a) thirty (30) days after the court system, police department, land registry, and business registry are all established and operational within the ZEDE Village of North Bay or (b) one (1) year after the Effective Date, unless this Agreement is sooner terminated by the parties.

1.3 Payment.

Subject to Sections 1.4 and 1.5, the ZEDE Village of North Bay shall be liable for the commercially reasonable value of all services furnished by the Interim GSP within the scope of this agreement, together with reasonably incurred expenses, based on detailed quarterly invoicing identifying the service provider, type of service provided, charge for the service provided, and reimbursable expense, if any. Subject to available funds, the ZNB Trust shall promptly pay the commercially reasonable amount invoiced within thirty (30) days of receipt of the corresponding invoice on behalf of the ZEDE Village of North Bay. The unpaid balance of each invoice shall accrue interest at FIFTEEN PERCENT (15%) per annum, compounded annually, after said THIRTY (30) day period, for which the ZEDE Village of North Bay shall be liable, and such interest shall be promptly paid by the ZNB Trust subject to available funds.

1.4 Fundamental Principle of Good Faith and Fair Dealing.

In entering into this Agreement, ZNB Trust and Interim GSP each acknowledge and agree that all aspects of the business relationship and dealings between ZNB Trust and Interim GSP contemplated by this Agreement will be governed by the fundamental principle of good faith and fair dealing.

1.5 All Invoices Subject to Third Party Review for Commercial Reasonableness.

The Interim GSP agrees that the ZEDE Village of North Bay shall only be liable for the amount invoiced to the extent that such amount has been approved as commercially reasonable after review by an independent third party expert in public private partnerships.

1.6 Default and Suspension/Termination of Services/Agreement.

The following provisions furnish binding standards and procedures for determining a default and any remedy that is contractually justified as a result of any default.

(a) It is a material premise and part of this Agreement, upon which Interim GSP is justifiably relying, that the ZEDE Village of North Bay, the Technical Secretary, the ZEDE Village of North Bay Council, and the ZNB Trust comply at all times with each and every provision of this Agreement, all relevant provisions of August 23, 2018 Charter and Bylaws of the ZEDE Village of North Bay, as amended from time to time, and all other contracts between any of them, on the one hand, and the Interim GSP, and its affiliates, predecessors, successors or assigns. A default in any of the foregoing obligations by the ZEDE Village of North Bay, the Technical Secretary, the ZEDE Village of North Bay Council, or the ZNB Trust, all of which are related by control and oversight, shall be deemed a default hereunder by the ZNB Trust and a material breach of this Agreement by the ZNB Trust viewed in the context of the overall relationship between ZNB Trust, ZEDE Village of North Bay and Interim GSP.

(b) In the event either Interim GSP or ZNB Trust defaults in the performance of any of its duties or obligations that are material in the context of the overall relationship between ZNB Trust, ZEDE Village of North Bay and Interim GSP and fails to cure such default within ten (10) calendar days after being given written notice specifying the default, or, with respect to any default which cannot reasonably be cured within said time frame, if the defaulting Party fails to provide, promptly after being given written notice specifying the default, a specific written action plan for curing the default as expeditiously as reasonably possible, including a specified schedule for the action plan and a mutually agreed upon end date by which the action plan is to be completed and the default cured, and to proceed utilizing its commercially reasonable efforts to cure the default in accordance with and on the schedule specified in the action plan, or the defaulting Party otherwise fails or refuses to timely cure the default, then the Party not in default may, by giving written notice thereof to the defaulting Party, take the following remedial actions without the same being deemed an election of remedies or waiver or prejudice to any other remedy available at law or equity: (i) in the case of the Interim GSP being the Party not in default, immediately suspend all or any part of the Services, including access to physical or electronic infrastructure upon which the Services are predicated, until such time as the defaulting Party performs its obligations to the satisfaction of the Party not in default; (ii) in the case of the ZNB Trust being the Party not in default, immediately suspend all or

any part of the authority granted to the Interim GSP under this Agreement until such time as the defaulting Party performs its obligations to the satisfaction of the Party not in default; or (iii) terminate this Agreement as of a date specified in such notice of termination.

(b) In the event that either Party is unable to pay its debts generally as they come due or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other Party may, by giving written notice thereof to such Party: (i) in the case of the Interim GSP being the Party not in default, immediately suspend all or any part of the Services, including access to physical or electronic infrastructure upon which the Services are predicated, until such time as the defaulting Party performs its obligations to the satisfaction of the Party not in default; (ii) in the case of the ZNB Trust being the Party not in default, immediately suspend all or any part of the authority granted to the Interim GSP under this Agreement until such time as the defaulting Party performs its obligations to the satisfaction of the Party not in default; or (iii) terminate this Agreement as of a date specified in such notice of termination.

(c) Expiration or termination of this Agreement shall not relieve the Parties of their respective obligations which survive expiration or termination under the Terms and Conditions, including any obligation to provide Termination Assistance Services.

1.7 Governing Law.

This Agreement shall be governed by the Roatan Common Law Code of the ZEDE Village of North Bay, Island of Roatan, Republic of Honduras, without regard to the principles of conflict of laws.

ARTICLE II

2.1 Work Product Ownership. With respect to any work product and other proprietary information or materials developed or furnished by Interim GSP under this Agreement, including but not limited to any e-governance solutions, (the "Work Product") Interim GSP shall be deemed hereunder to own and retain exclusively such Work Product and all intellectual property rights therein subject only to the reserved rights of third parties who may have leased or licensed inputs for the creation of the Work Product.

2.2 Interim GSP Materials.

(a) License to ZNB Trust.

Interim GSP hereby grants to ZNB Trust and the ZEDE Village of North Bay a nonexclusive, nontransferable, royalty-free right to do the following in respect of any Work Product and other proprietary information or materials owned by Interim GSP (the "Interim GSP Proprietary Materials") and any materials licensed or leased by Interim GSP from a third party to the extent permitted by such licenses and leases (the "Interim GSP Third Party Materials"): (1) have access to or use, operate and maintain the Interim GSP Materials where appropriate; (2) copy the Interim

GSP Materials for archival, backup and testing purposes; (3) to the extent permitted by the licenses or leases in respect of the Interim GSP Third Party Materials, modify and create derivative works of the Interim GSP Materials, but only for such purposes as may be required by this Agreement; and (4) sublicense agents of the ZNB Trust and the ZEDE Village of North Bay to do any of the foregoing; provided, however, that neither ZNB Trust nor the ZEDE Village of North Bay shall reverse engineer or decompile the Interim GSP Materials.

(b) Expiration or Termination of Services.

Upon suspension, expiration or termination of all or any part of the Services, the rights granted to the ZNB Trust and ZEDE Village of North Bay in Section 2.2(a) shall immediately revert to Interim GSP in respect of the Work Product, Interim GSP Materials or Interim GSP Third Party Materials used in connection with the suspended, expired or terminated Services and ZNB Trust and the ZNB Trust and ZEDE Village of North Bay shall, at no cost to Interim GSP: (1) deliver to Interim GSP: (A) a complete and accurate list of Work Product, Interim GSP Materials and Interim GSP Third Party Materials in use as of the date of such suspension, expiration or the termination of the Services, and (B) complete copies of all of the Work Product, Interim GSP Materials and Interim GSP Third Party Materials (including any related Source Code in ZNB Trust's and the ZEDE Village of North Bay's possession) in the form in use as of the effective date of such suspension, expiration or termination; and (2) destroy or erase all other copies of the Work Product, Interim GSP Materials and Interim GSP Third Party Materials in its possession or the possession of ZNB Trust and the ZEDE Village of North Bay, and their agents, unless otherwise instructed by Interim GSP.

2.3 Third Party Materials. All intellectual property and proprietary materials licensed or leased from a third party by Interim GSP (the "Third Party Materials") shall be and shall remain the exclusive property of such third parties subject to such rights as granted to Interim GSP and its sublicensees, if any.

2.4 Limitation on ZNB Trust's Use of Work Product for Direct Interim GSP Competitors.

During this Agreement and for a period of FIVE (5) years after the termination of this Agreement, ZNB Trust and the ZEDE Village of North Bay shall not use, or license the right to use, any Work Product, Interim GSP Materials or Interim GSP Third Party Materials for the benefit of a direct competitor of Interim GSP.

2.5 Legal Professional Privilege.

ZNB Trust and Interim GSP acknowledge that certain documents, data and databases to which each has access and all associated communications thereto may be subject to the legal professional client privilege ("Privileged Work Product") and that such access is obtained in the capacity of an agent of the other party pursuant to this Agreement. Should either party ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, both parties shall: (a) immediately notify the other; and (b) take such reasonable actions as may be specified by the other to resist providing such access. Interim GSP shall indemnify ZNB Trust against any liability of

expenses (including reasonable attorneys' fees and expenses) arising out of ZNB Trust's compliance with obligations pursuant to this Section; and Interim GSP shall have the right to approve any legal representation selected by ZNB Trust in such resistance.

2.6 Reimbursement Guidelines.

To the extent ZNB Trust agrees to reimburse Interim GSP for any out-of-pocket expenditures, such expenditures shall be passed through to ZNB Trust at actual cost with no markup. To be eligible for reimbursement, such expenses must be properly documented and incurred by Interim GSP in connection with providing the Services in accordance with its standard corporate reimbursement policies; provided, however, that Interim GSP shall be responsible for travel expenses relating to Interim GSP's internal operations that are not directly related to performing Services for ZNB Trust, including account management, training for Interim GSP's staff, meetings and seminars.

2.7 Record Retention.

(a) Retention Periods.

Interim GSP shall retain the relevant records (to include all media types) for the following periods:

1. retain operational and design records and supporting documentation relating to the Services for at least a period of NINETY (90) days from the date of termination of this Agreement; and
2. Retain financial records and supporting documentation relating to the invoices for at least a period of SEVEN (7) years from the date of relevant invoice.

(b) Storage and Return of Records.

Interim GSP shall provide the storage space and media required for proper storage of the records and documentation described in this Section. At the expiry or termination of the applicable Service Agreement at the ZNB Trust's discretion, ZNB Trust may request that the Interim GSP hand over to ZNB Trust the records and supporting documentation referred to above.

2.8 Audits. Upon reasonable prior notice, Interim GSP shall provide to ZNB Trust and such independent auditors and inspectors as ZNB Trust may designate in writing and which Interim GSP agrees, on Interim GSP's premises (or if the audit is being performed of a Interim GSP Agent, the Interim GSP Agent's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as ZNB Trust or such auditors and inspectors may reasonably require to perform audits.

2.9 Warranties by ZNB Trust. The ZNB Trust Contracting Party represents and warrants as follows:

(a) Authority. ZNB Trust is as an organization duly organized, validly existing and in good standing, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. ZNB Trust is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required

for the ownership or leasing of its assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on ZNB Trust's ability to fulfill its obligations under this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by ZNB Trust Contracting Party.

(b) Compliance with Laws. ZNB Trust shall comply with all applicable Laws applicable to ZNB Trust and shall obtain all applicable permits and licenses required of ZNB Trust in connection with its obligations under this Agreement.

2.10 By Interim GSP. The Interim GSP represents and warrants as follows:

(a) Authority. Interim GSP is an organization duly organized, validly existing and in good standing, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. Interim GSP is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Interim GSP's ability to fulfill its obligations under this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by Interim GSP.

(b) Compliance with Laws. Interim GSP shall comply with all Laws applicable to Interim GSP where failure to do so would have a material adverse effect on ZNB Trust's business or on the Services.

(c) Right to Grant Licenses. Subject to ZNB Trust's compliance with the licenses granted herein, Interim GSP has the right to grant to ZNB Trust any license to use the Work Product and Interim GSP Materials provided under this Agreement.

(d) Ownership of Hardware. With respect to all Hardware sold to ZNB Trust, Interim GSP can and shall deliver good and marketable title free from any claim or encumbrance, except as otherwise agreed.

2.11 Disclaimer. EXCEPT AS SET FORTH EXPRESSLY HEREIN, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE SERVICES, THE SOFTWARE OR THE HARDWARE AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICES, THE MATERIALS OR THE HARDWARE.

2.12 Indemnity by ZNB Trust. ZNB Trust and the ZEDE Village of North Bay shall indemnify Interim GSP, and its successors and assigns and its officers, directors, employees, subcontractors, consultants, representatives and agents, from and against any and all losses, damages, injuries

(including death), causes of action, claims, penalties, interest, additional Taxes, demands and expenses, including reasonable legal fees and expenses, of any kind or nature arising out or on account of, or resulting from, any claim or allegation of a third party:

(a) that the resources or items provided to Interim GSP by ZNB Trust under the Agreement infringe upon or misappropriate the proprietary rights of any third party;

(b) relating to the inaccuracy or untruthfulness of any representation or warranty made by the ZNB Trust under this Agreement;

(c) relating to any duties or obligations of the ZNB Trust or ZEDE Village of North Bay under this Agreement.

ZNB Trust and ZEDE Village of North Bay shall indemnify Interim GSP from any costs and expenses incurred in connection with the enforcement of this Section.

2.13 Indemnity by Interim GSP.

Interim GSP shall indemnify ZNB Trust, its successors and assigns and its officers, directors, employees, subcontractors, representatives and agents, from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, including reasonable legal fees and expenses, of any kind or nature arising out or on account of, or resulting from, any claim or allegation of a third party:

(a) that the Work Product infringes upon or misappropriate the proprietary rights of any third party except to the extent that Interim GSP has no responsibility for:

1. anything ZNB Trust supplies that is incorporated into the Work Product; and
2. modification by ZNB Trust;

(b) relating to Interim GSP's breach of its express warranties under this Agreement; and

(c) relating to any liability of ZNB Trust arising out of Interim GSP's failure to comply with any relevant data protection or similar legislation in any jurisdiction where Services are being provided or which data is being transported or transmitted or ZNB Trust's failure so to comply to the extent that such failure was caused by Interim GSP's negligent acts or omissions; or

Interim GSP shall indemnify ZNB Trust from any costs and expenses incurred in connection with the enforcement of this Section.

2.14 Cross-Indemnity.

Each of ZNB Trust, ZEDE Village of North Bay and Interim GSP shall indemnify, defend and hold harmless the other Party, its directors, officers and employees, from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, for:

(a) the death or personal injury of third parties, including invitees or employees of the indemnitor, arising out of, or in any way resulting from, the negligent or willful acts or omissions of the indemnitor or any of its agents, employees or representatives; or

(b) the damage, loss or destruction of real or tangible personal property of the other Party or third parties, including invitees or employees of the indemnitor, arising out of, or in any way resulting from, the negligent or willful acts or omissions of the indemnitor or its agents, employees or representatives.

The Indemnifying Party shall indemnify the Indemnified Party from any costs and expenses incurred in connection with the enforcement of this Section.

2.15 Indemnification Procedures.

If any civil, criminal, administrative or investigative action or proceeding (each, a "Claim") is commenced against a Party entitled to indemnification under this Agreement (an "Indemnified Party"), notice thereof shall be given to the Party that is obligated to provide indemnification (the "Indemnifying Party") as promptly as practicable. After such notice, if the Indemnifying Party shall acknowledge in writing to such Indemnified Party that this Agreement applies with respect to such Claim, then the Indemnifying Party shall be entitled, if it so elects, in a notice delivered to the Indemnified Party not less than sixty (60) days prior to the date on which a response to such Claim is due, to immediately take control of the defense and investigation of such Claim and to employ and engage attorneys of its sole choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the written consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such Claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that Claim.

If the Indemnifying Party does not assume full control over the defense of a Claim subject to such defense as provided in this Section, the Indemnifying Party may participate in such defense, at its sole cost and expense, and the Indemnified Party shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.

2.16 Direct Damages.

Neither ZNB Trust, ZEDE Village of North Bay nor Interim GSP shall be liable to the other for any direct damages arising out of or relating to its performance under this Agreement, whether based on an action or claim in contract, equity, negligence, tort or otherwise, for all events, acts or omissions, in an amount to exceed in the aggregate for all claims and causes of action under a Services Agreement an amount equal to the amounts payable to Interim GSP pursuant to this

Agreement during the twelve (12) month period immediately preceding the occurrence of the event, act or omission in question (the "Direct Damages Cap").

2.17 Consequential Damages.

Neither ZNB Trust nor Interim GSP shall be liable for, nor will the measure of damages include, any indirect, special or consequential damages or amounts for loss of income, profits or savings arising out of or relating to ZNB Trust's or Interim GSP's performance under any Service Agreement.

2.18 Assignment.

The Interim GSP shall not assign the Agreement without ZNB Trust's written consent. The Agreement shall be binding on the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

2.19 Notices.

All notices, requests, consents, approvals and other communications required or permitted under any Service Agreement shall be by electronic mail with delivery receipt requested at the address sated below or otherwise in writing and deemed given when delivered in hand or when mailed by a reliable national mail service, registered or certified mail, return receipt requested, postage prepaid, and addressed to the address stated below. Either Party may change its address for notification purposes by giving the other Party notice of the new address and the date upon which it will become effective.

2.20 Counterparts.

The Service Agreement may be executed physically or electronically in any number of counterparts, all of which taken together shall constitute the agreement between the Parties for the purpose of the Agreement.

2.21 Relationship of the Parties.

This Agreement will not be construed to constitute either Party as a representative, agent, employee, partner or joint venturer of the other or to create any other form of legal association that would impose liability upon one Party or its affiliates for the act or failure to act of the other Party and its affiliates or as providing either Party or its affiliates with the right, power or authority (express or implied) to create any duty or obligation of the other Party and its affiliates. Interim GSP will be an independent contractor for the performance under this Agreement. Interim GSP will not have the authority to enter into any agreement, nor to assume any liability, on behalf of ZNB Trust, nor to bind or commit ZNB Trust in any manner. Interim GSP's employees who provide services pursuant to this Agreement shall remain employees of Interim GSP, and Interim GSP will have sole responsibility for such employees including responsibility for payment of compensation to such personnel and for injury to them in the course of their employment. Interim GSP shall be responsible for all aspects of labor relations with such employees including their hiring, supervision, evaluation,

discipline, firing, wages, benefits, overtime and job and shift assignments, and all other terms and conditions of their employment, and ZNB Trust will have no responsibility therefor. Interim GSP shall defend, indemnify and hold harmless ZNB Trust from and against any and all claims, liabilities, losses, costs, damages and expenses, including reasonable attorneys' fees, based upon or related to a claim that Interim GSP's or its subcontractors' or agents' employees are employees of ZNB Trust. As between the Parties, Interim GSP shall be responsible for reporting and payment of all wages, unemployment, social security and other payroll taxes, including contributions from them when required by law. ZNB Trust does not and shall not have actual, potential or any other control over Interim GSP or its employees.

2.22 Consents, Approvals, Notices and Requests.

Unless otherwise specified in this Agreement, all consents, approvals, notices, and requests, acceptances or similar actions to be given by either Party under this Agreement shall not be unreasonably withheld, conditioned or delayed and each Party shall make only reasonable requests under this Agreement.

2.23 Severability.

If any term or provision of this Agreement, or of any document incorporated therein by reference is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law and such term or provision shall be deemed to be deleted.

2.24 Waiver.

No term or condition of this Agreement or of any document incorporated therein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.

2.25 Entire Agreement.

This Agreement entered into pursuant thereto are the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

2.26 Amendments.

No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of ZNB Trust and Interim GSP Contracting Party against which such amendment, change, waiver or discharge is sought to be enforced.

2.27 Survival.

The terms of this Agreement that by their sense and context are intended to survive shall survive termination or expiration of this Agreement, in whole or in part, for any reason whatsoever.

2.28 Third Party Beneficiaries.

Each of the ZNB Trust, ZEDE Village of North Bay and the Interim GSP intends that this Agreement shall not benefit any Person other than ZNB Trust and the Interim GSP, or create any right or cause of action in or on behalf of, any Person other than the ZNB Trust or the Interim GSP.

2.29 Covenant of Further Assurances.

The ZNB Trust and the Interim GSP covenant and agree that, subsequent to the Effective Date and without any additional consideration, each of ZNB Trust and Interim GSP shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, and have duly delivered this Agreement as of the Effective Date.

ZNB Trust: ZEDE of North Bay Trust

_____

By: Nicholas C. Dranias, Sole Managing Member, Nick Dranias Law & Policy Analysis LLC
Title: Trustee under Trust Agreement Dated Feb. 28, 2019

Interim GSP: Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

_____

By: Erick A .Brimen
Title: CEO

Approval, Joinder and Consent of the Technical Secretary and ZEDE Village of North Bay Council:

_____

By: Tristan Monterroso
Title: Technical Secretary and Member of ZEDE Village of North Bay Council

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ZEDE Village of North Bay ("ZNB") USE ONLY.

ARTICLES OF INCORPORATION

FOR-PROFIT CORPORATION

1. ENTITY TYPE – FOR-PROFIT CORPORATION

2. ENTITY NAME – give the exact name of the corporation:

_____

3. SHARES – list the class (common, preferred, etc.) and total number of shares of each class that the corporation is **AUTHORIZED** to issue – the total must be greater than zero.

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

4. ZEDE VILLAGE OF NORTH BAY REGISTERED OFFICE ADDRESS:

4.1 Is the ZNB registered office address the same as the **address** of the registered agent?

☐ Yes – go to number 5 and continue

☐ No – go to number 4.2 and continue

4.2 If you answered "**No**" to number 4.1, give the **address** of the registered office in the ZNB (geocoordinates, ZEDE Special Registry number, ZNB Land Registry number, or Property Institute matriculation number acceptable if street or mailing address unavailable):

Attention (optional)		
Address 1		
Address 2 (optional) ZEDE Village of North Bay		
City Country Republic of Honduras	District/Department	Postal Code

5. REGISTERED AGENT:

5.1 *REQUIRED* – give the **name** (can be an individual or an entity) **and *address*** in ZNB of the registered agent:

Registered Agent Name (required)

Attention (optional)

Address 1

Address 2 (optional)

City ZEDE Village of North Bay | Dist/Dept/State/Prvnc | PostalCode

Country: Republic of Honduras

5.2 *OPTIONAL* – mailing address of registered agent (can be a P.O. Box):

Registered Agent Name (required)

Attention (optional)

Address 1

Address 2 (optional)

City | Dist/Dept/State/Prvnc | PostalCode

Country:

6. INCORPORATORS - list the **name and address,** and provide the **signature,** of each and every incorporator - minimum of one is required.

Name

Address 1

Address 2 (optional)

City | Dist/Dept/State/Prvnc | PostalCode

Country

SIGNATURE

By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with ZEDE Village of North Bay law.

☐ I ACCEPT

Signature

Printed Name | Date

Name

Address 1

Address 2 (optional)

City | Dist/Dept/State/Prvnc | PostalCode

Country

SIGNATURE

By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with ZEDE Village of North Bay law.

☐ I ACCEPT

Signature

Printed Name | Date

Please be advised that this form reflects only the **minimum** provisions required by the Roatan Common Law Code, § 3702. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the ZEDE Village of North Bay are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please email ots@zedenorthbay.org

NO ESCRIBA SOBRE ESTA LÍNEA; RESERVADO PARA USO EXCLUSIVO DE ZEDE Village of North Bay ("ZNB").

ESCRITURA DE CONSTITUCIÓN

CORPORACIÓN LUCRATIVA

1. TIPO DE ENTIDAD - CORPORACIÓN CON FINES DE LUCRO

2. NOMBRE DE LA ENTIDAD - dé el nombre exacto de la corporación:

_____

3. ACCIONES - indique la clase (común, preferida, etc.) y el número total de acciones de cada clase en la que se encuentra la sociedad.
AUTORIZADO para emitir - el total debe ser mayor que cero.

Clase: Series: _____ Total: _____ _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

4. ZEDE VILLAGE OF NORTH BAY REGISTERED OFFICE ADDRESS:

4.1 ¿Es la dirección del domicilio social de ZNB la misma que la **del** agente registrado? ☐ Sí - vaya al número 5 y continúe
☐ No - vaya al número 4.2 y continúe

4.2 Si ha respondido "**No**" al número 4.1, indique la **dirección** del domicilio social en el ZNB (coordenadas geográficas, número de registro especial ZEDE, número de registro de la propiedad ZNB o número de matrícula del Instituto de la Propiedad aceptable en caso de que no se disponga de una calle o dirección postal):

Atención (opcional)		
Dirección 1		
Dirección 2 (opcional) ZEDE Pueblo de North Bay		
Ciudad	Distrito/Departamento	Código Postal
País República de Honduras		

5.AGENTE REGISTRADO:

5.1REQUERIDO - dar el **nombre** (puede ser una persona física o jurídica) **y la *dirección*** en ZNB del agente registrado:			**5.2OPCIONAL** - dirección postal de agente registrado (puede ser un apartado postal):		
Nombre del agente registrado (obligatorio)			Nombre del agente registrado (obligatorio)		
Atención (opcional)			Atención (opcional)		
Dirección 1			Dirección 1		
Dirección 2 (opcional)			Dirección 2 (opcional)		
Ciudad ZEDE Village of North	Dist/Dept/State/Prvnc	Código postal	Ciudad	Dist/Dept/State/Prvnc	Código postal
País: República de Honduras			País:		

6INCORPORADORES - enumerar el **nombre y la dirección,** y proporcionar la **firma** de todos y cada uno de los fundadores - se requiere un mínimo de uno.

Nombre

Dirección 1

Dirección 2 (opcional)

Ciudad | Dist/Dept/State/Prvnc | PostalCode

País

FIRMA

Al marcar la casilla "Acepto" a continuación, reconozco bajo pena de *ley que este* documento, junto con cualquier documento adjunto, se presenta de conformidad con la ley de ZEDE Village of North Bay.

☐ ACEPTO

Firma

Printed Name | Fecha

Nombre

Dirección 1

Dirección 2 (opcional)

Ciudad | Dist/Dept/State/Prvnc | PostalCode

País

FIRMA

Al marcar la casilla "Acepto" a continuación, reconozco bajo pena de *ley que este* documento, junto con cualquier documento adjunto, se presenta de conformidad con la ley de ZEDE Village of North Bay.

☐ ACEPTO

Firma

Printed Name | Fecha

Tenga en cuenta que este formulario sólo refleja las disposiciones **mínimas** exigidas por el Código de Common Law de Roatán, § 3702. Usted debe buscar asesoría legal privada para aquellos asuntos que puedan pertenecer a las necesidades individuales de su negocio.
Todos los documentos archivados en la Aldea ZEDE de North Bay son de dominio **público** y están abiertos a la inspección pública. Si tiene preguntas después de leer las Instrucciones, por favor envíe un correo electrónico a ots@zedenorthbay.org

NO ESCRIBA SOBRE ESTA LÍNEA; RESERVADO PARA USO EXCLUSIVO DE ZEDE Village of North Bay (" ZNB").

ESCRITURA DE CONSTITUCIÓN

CORPORACIÓN LUCRATIVA

1. TIPO DE ENTIDAD - CORPORACIÓN CON FINES DE LUCRO

2. NOMBRE DE LA ENTIDAD - dé el nombre exacto de la corporación:

ZNB GSP INC.

3. ACCIONES - indique la clase (común, preferida, etc.) y el número total de acciones de cada clase en la que se encuentra la sociedad.
AUTORIZADO para emitir - el total debe ser mayor que cero.

Clase : COMÚN Serie: 1 Total: 1,000,000

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

Class: _____ Series: _____ Total: _____

4. ZEDE VILLAGE OF NORTH BAY REGISTERED OFFICE ADDRESS:

4.1 ¿Es la dirección del domicilio social del ZNB la misma que la **del** agente registrado?

[X] Sí - vaya al número 5 y continúe

[ ] No - vaya al número 4.2 y continúe

4.2 Si ha respondido "**No**" al número 4.1, indique la **dirección** del domicilio social en el ZNB (coordenadas geográficas, número de registro especial ZEDE, número de registro de la propiedad ZNB o número de matrícula del Instituto de la Propiedad aceptable en caso de que no se disponga de una calle o dirección postal):

Atención (opcional)		
Dirección 1		
Dirección 2 (opcional) ZEDE Pueblo de North Bay		
Ciudad PaísRepública de Honduras	Distrito/Departamento	Código Postal

5.AGENTE REGISTRADO:

5.1REQUERIDO - dar el **nombre** (puede ser una persona física o jurídica) **y la *dirección*** en ZNB del agente registrado:	**5.2OPCIONAL** - dirección postal de agente registrado (puede ser un apartado postal):
ZEDE VILLAGE OF NORTH BAY TECHNICAL SECRETARY	ZEDE VILLAGE OF NORTH BAY TECHNICAL SECRETARY
Nombre del agente registrado (obligatorio)	Nombre del agente registrado (obligatorio)
Attn: Secretario Técnico Tristan Monterroso	Attn: Secretario Técnico Tristan Monterroso
Atención (opcional)	Atención (opcional)
La parcela inscrita en el Registro de la Propiedad y Mercantil de las Islas de la Bahía con el número de inscripción 1732410; también	Entrada Este de Sandy Bay, Frente a la Playa
Dirección 1	Dirección 1
inscrita en el Registro Especial de ZEDE con el número 1 de la Propiedad	Casa de dos niveler color Azul
Dirección 2 (opcional)	Dirección 2 (opcional)
Ciudad ZEDE Village of North / Islas de la Bahía (Dist/Dept/State/Prvnc) / Código postal	Ciudad Roatan / Islas de la Bahía (Dist/Dept/State/Prvnc) / Código postal
País: República de Honduras	País: República de Honduras

6INCORPORADORES - enumerar el **nombre y la dirección,** y proporcionar la **firma** de todos y cada uno de los fundadores - se requiere un mínimo de uno.

Sociedad para el Desarrollo Socioeconómico de Honduras, LLC

Nombre

1875 Connecticut Ave. NW

Dirección 1

10º Piso

Dirección 2 (opcional)

Washington | DE WASHINGT | 20009

Ciudad / Dist/Dept/State/Prvnc / Código postal

Estados Unidos de América

País

FIRMA

Al marcar la casilla "Acepto" a continuación, reconozco bajo pena de *ley que este* documento, junto con cualquier documento adjunto, se presenta de conformidad con la ley de ZEDE Village of North Bay.

[x] ACEPTO

Firma

Erick A. Brimen, CEO

Printed Name — Fecha

n.d.

Nombre

Dirección 1

Dirección 2 (opcional)

Ciudad / Dist/Dept/State/Prvnc / Código postal

País

FIRMA

Al marcar la casilla "Acepto" a continuación, reconozco bajo pena de *ley que este* documento, junto con cualquier documento adjunto, se presenta de conformidad con la ley de ZEDE Village of North Bay.

[ ] ACEPTO

Firma

Printed Name — Fecha

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DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ZEDE Village of North Bay ("ZNB") USE ONLY.

ARTICLES OF INCORPORATION

FOR-PROFIT CORPORATION

1. ENTITY TYPE – FOR-PROFIT CORPORATION

2. ENTITY NAME – give the exact name of the corporation:

ZNB GSP INC.

3. SHARES – list the class (common, preferred, etc.) and total number of shares of each class that the corporation is **AUTHORIZED** to issue – the total must be greater than zero.

	Class:	Series:	Total:
	COMMON	1	1,000,000

4. ZEDE VILLAGE OF NORTH BAY REGISTERED OFFICE ADDRESS:

4.1 Is the ZNB registered office address the same as the **address** of the registered agent?

- [X] Yes – go to number 5 and continue
- [ ] No – go to number 4.2 and continue

4.2 If you answered "**No**" to number 4.1, give the **address** of the registered office in the ZNB (geocoordinates, ZEDE Special Registry number, ZNB Land Registry number, or Property Institute matriculation number acceptable if street or mailing address unavailable):

Attention (optional)		
Address 1		
Address 2 (optional) ZEDE Village of North Bay		
City Country Republic of Honduras	District/Department	Postal Code

5. REGISTERED AGENT:

5.1 *REQUIRED* – give the **name** (can be an individual or an entity) **and *address*** in ZNB of the registered agent:

ZEDE VILLAGE OF NORTH BAY COUNCIL
Registered Agent Name (required)

Attn: Technical Secretary Tristan Monterroso
Attention (optional)

The parcel registered in the Property & Mercantile Registry of the Bay Islands under inscription number 1732410; also known as the parcel
Address 1

registered as Property No. 1 in the ZEDE Special Registry.
Address 2 (optional)

City	Dist/Dept/State/Prvnc	PostalCode
ZEDE Village of North Bay	Islas de la Bahia	

Country: Republic of Honduras

5.2 *OPTIONAL* – mailing address of registered agent (can be a P.O. Box):

ZEDE VILLAGE OF NORTH BAY COUNCIL
Registered Agent Name (required)

Attn: Technical Secretary Tristan Monterroso
Attention (optional)

Entrada Este de Sandy Bay, Frente a la Playa
Address 1

Casa de dos niveler color Azul
Address 2 (optional)

City	Dist/Dept/State/Prvnc	PostalCode
Roatan	Islas de la Bahia	

Country: Republic of Honduras

6. INCORPORATORS - list the **name and address,** and provide the **signature,** of each and every incorporator - minimum of one is required.

Sociedad para el Desarrollo Socioeconómico de Honduras, LLC
Name

1875 Connecticut Ave. NW
Address 1

10th Floor
Address 2 (optional)

City	Dist/Dept/State/Prvnc	PostalCode
Washington	DC	20009

United States of America
Country

SIGNATURE

By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with ZEDE Village of North Bay law.

[x] I ACCEPT

Signature

Erick A. Brimen, CEO
Printed Name Date

n/a
Name

Address 1

Address 2 (optional)

City	Dist/Dept/State/Prvnc	PostalCode

Country

SIGNATURE

By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with ZEDE Village of North Bay law.

[ ] I ACCEPT

Signature

Printed Name Date

Please be advised that this form reflects only the **minimum** provisions required by the Roatan Common Law Code, § 3702. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the ZEDE Village of North Bay are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please email ots@zedenorthbay.org

ZNB Resolution for Approval of Registry Policies and Incorporation of GSP

Final Audit Report 2019-03-31

Created:	2019-03-28
By:	Nicholas Dranias (ndranias@ndlawpolicy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT7WNrpPfWIq5VC2N2Vx4GgliZvUfkT_i

"ZNB Resolution for Approval of Registry Policies and Incorporation of GSP" History

Document created by Nicholas Dranias (ndranias@ndlawpolicy.com)
2019-03-28 - 4:13:35 PM GMT- IP address: 68.225.205.138

Document emailed to Tristan Monterroso (tristan@zedenorthbay.org) for signature
2019-03-28 - 4:16:55 PM GMT

Document viewed by Tristan Monterroso (tristan@zedenorthbay.org)
2019-03-28 - 9:42:27 PM GMT- IP address: 66.102.8.155

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Signature Date: 2019-03-28 - 9:45:39 PM GMT - Time Source: server- IP address: 186.2.146.113

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2019-03-29 - 12:36:20 PM GMT- IP address: 87.254.250.130

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2019-03-29 - 12:36:50 PM GMT

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2019-03-29 - 10:57:25 PM GMT- IP address: 66.102.8.143

Document e-signed by Gabriel Delgado Ayau (gdelgado@newaycapital.com)
Signature Date: 2019-03-29 - 10:58:25 PM GMT - Time Source: server- IP address: 190.148.50.111

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2019-03-29 - 10:58:26 PM GMT

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2019-03-30 - 11:58:12 PM GMT- IP address: 187.119.239.64

Document e-signed by Rodrigo Quercia (rquercia@newaycapital.com)

Signature Date: 2019-03-31 - 0:03:02 AM GMT - Time Source: server- IP address: 187.119.239.64

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2019-03-31 - 0:03:52 AM GMT- IP address: 107.223.194.78

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2019-03-31 - 9:39:06 PM GMT

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2019-03-31 - 9:56:19 PM GMT- IP address: 66.102.8.155

Document e-signed by Erick A. Brimen (ebrimen@newaycapital.com)

Signature Date: 2019-03-31 - 10:02:20 PM GMT - Time Source: server- IP address: 107.77.203.216

Signed document emailed to Gabriel Delgado Ayau (gdelgado@newaycapital.com), Oliver Porter (oliverporter1@comcast.net), Rodrigo Quercia (rquercia@newaycapital.com), Nicholas Dranias (ndranias@ndlawpolicy.com), and 3 more

2019-03-31 - 10:02:20 PM GMT