

FINAL AGREEMENT -  
SIGNED

AGREEMENT made this 21 day of November, 2013 between Birth of a New World Monument LLC, a New York limited liability company with offices at 40 Sutton Place, New York, New York (hereinafter, "BONWM") and Pan American Grain Company, Inc. and Columbus Park Corp. (hereinafter collectively referred to as "Developer") and Holland Group Port Investment (May), Inc., (hereinafter, "Holland").

WHEREAS, Zurab Tsereteli created a monument in the image of Christopher Columbus at the helm of a ship, known as the "Birth of A New World Monument" (the "Monument"); and

WHEREAS, after years of effort, BONWM and Developer desire to install the Monument; and

WHEREAS, the parties acknowledge that each has borne expenses not enumerated herein; and

WHEREAS, the parties desire to establish their respective rights and obligations regarding the installation of the Monument.

NOW THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound thereby, the parties hereto agree as follows:

1. The parties previously have identified a parcel on Developer's land which includes an area for the Monument (hereinafter, the "Phase One Property"). A map delineating the Phase One Property is attached hereto as Exhibit 1.

2. Upon completion of 75% of the installation, Developer agrees to sub-divide its property at its sole cost and expense, and to transfer the in fee simple Phase One Property for \$1.00 outright to BONWM, or its designee. (BONWM's architects will provide a description of the stage of construction, which represents 75% completion.) Immediately upon execution of this Agreement, a copy of this Agreement, or an appropriate facsimile or record of this commitment, shall be recorded with the official property records so as to provide BONWM with a first lien of highest priority on the Phase One Property. The parties shall execute a repurchase agreement ("pacto de retro") for \$1.00 in the event the Monument is not completed within two years after the 75% completion mark has been reached by BONWM.

3. The development on the Phase One Property will include only the installation of the Monument, a parking lot and a Visitors Center located on or adjacent to the parking lot. A map delineating the parking and Visitor Center is attached hereto as Exhibit 2. All other future phases at Developer's remaining land adjacent to the Phase One Property (the "Project") will be at the sole responsibility and discretion of Developer.

4. BONWM shall consult with Developer in connection with the design of the Visitors Center so it shall conform, as much as reasonable, to the intended or actual design of the Project. The Visitors Center will house equipment to maintain the Monument, bathroom facilities and a concession selling beverages, snacks, and souvenirs.

5. At Developer's option, it may pay for the cost of construction of the parking lot and Visitors Center, or within two (2) years of their completion, Developer may purchase the parking lot and Visitors Center from BONWM at cost, in which events, all proceeds thereafter derived there from shall be the property of Developer.

6. In the event Developer does not purchase the parking lot and Visitors Center from BONWM, then the parties shall attempt to negotiate a lease from BONWM to Developer for the parking lot and Visitors Center.

7. BONWM acknowledges that it has no right or interest in or to the Project. BONWM represents, warrants and agrees that it shall in no way, either directly or indirectly, interfere with any future development and/or phases of the Project, provided such future development shall not violate the terms of this Agreement.

8. Developer agrees that if the Project is going to be identified by Columbus or the Monument, then the Project must be developed within the concept set forth in the two part "Columbus Presentation" dated December 8, 2011, prepared by Developer, that is, a tourist, commercial and/or entertainment venue. The scope and magnitude of the Project will be subject to economic feasibility and market conditions. Zurab Tsereteli will continue to bring his artistic opinion and comments to the project aesthetics.

9. Developer represents and warrants that it owns the Phase One Property outright in fee simple, and that there are no liens or encumbrances of any kind or nature on the Phase One Property. Developer represents, warrants and agrees

that it shall in no way encumber the Phase One Property, either directly, or by encumbering part of the undivided parcel, if that would impact the Phase One Property.

10. Until the Phase One Property is transferred to BONWM, Developer agrees:

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- A. To provide reasonable and uninterrupted access to the Phase One Property to permit BONWM to construct and maintain the Monument, and if necessary, to permit visitation of the Monument by the public. Such access shall be as specified in Exhibit 2;
  - B. To maintain and provide access to and sole use of the utilities presently extended to the Phase One Property and servicing the existing house located on the Phase One Property, as specified in Exhibit 3;
  - C. To take promptly all reasonable steps requested by BONWM, in executing all documentation required to obtain permits needed to construct the Monument, parking lot and Visitors Center; and
  - D. To provide, to the best of its ability and without assuming any responsibility, reasonable support in dealing with the governmental entities in connection with the installation of the Monument, parking lot and Visitors Center, and any property or other tax consequences related to the installation of the Monument.

11. For three years commencing on December 1, 2013 or once Monument is fully erected, whichever is shorter, Developer shall license to BONWM, at no cost, an area not to exceed 3 acres adjacent to the Phase One Property to utilize as a marshaling and assembly yard. A map delineating the marshaling and assembly yard is attached hereto as Exhibit 3.

12. Developer acknowledges that the house presently situated on the Phase One Property will be demolished once all governmental permits are obtained and prior to commencing the installation of the Monument. There shall be no charge to BONWM for Developer's loss of the house, valued at \$350,000.00, or the loss of any other structures on the Phase One Property.

13. The Phase One Property shall at all times be provided with reasonable vehicular and pedestrian access to a public street, similar to the existing one,

either by easement running with the land, or by transfer of the access road in fee simple. If there is any cost related to the development or improvement of the public street in order to provide such access, including, but not limited to, the installation of utility lines, no cost for such development or improvement shall be borne by BONWM but Developer shall be allowed to charge a reasonable access fee to vehicles entering the Phase One Property to cover its costs associated with its improvements, repairs and maintenance of such access, utilities and improvements.

14. Holland acknowledges that the visas for the Russian workers required to assemble the Monument are issued to Holland Group Port Investment (May), Inc. Holland agrees to keep all the Russian workers on its payroll until the Monument is completed. BONWM shall transfer to Holland Group Port Investment (May), Inc. all wages and other costs directly associated with such employment.

15. BONWM, by its sole member, Zurab Tsereteli, is the sole and exclusive owner of the copyright to the Monument.

16. Developer acknowledges that it has no right or interest in or to the Monument. Notwithstanding the foregoing, provided the Project is in compliance with Paragraph 5 hereof, Developer shall have the right to use, free of charge, any photograph of the actual Monument in any printed and/or electronic format, for the sole purpose of advertising of the Project, but in no event shall any such advertising or promotional material be offered for sale. Furthermore, if Developer desires to use an artist's rendering of the Monument in connection with the Project, then any such image shall be approved in writing in advance by BONWM, which approval shall not be unreasonably withheld.

17. The parties shall consult with each other on any marketing and/or public relations plan relating to the Monument, but neither party shall be under any obligation to fund any such marketing or public relations effort. Nothing contained herein shall be construed to prevent BONWM from selling souvenirs of the Monument without consultation with Developer.

18. The parties will share revenue, as follows:

A. BONWM will enter into an exclusive Distribution Agreement with Developer; or

B. If the parties do not enter into an exclusive Distribution Agreement, then the parties will share the net proceeds of souvenirs 40% Developer, 60% BONWM until

Developer receives return of its investment of \$1.85 million, thereafter the net proceeds will be divided 15% Developer; 85% Tsereteli. In this event, Developer shall participate in the choice of distributor.

19. The execution of this Agreement shall operate as a full mutual release and discharge of all past and present claims and obligations between the parties hereto and their respective principles, officers, directors and shareholders.

20. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

21. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

 22. Any notices shall be in writing and either delivered by hand or overnight delivery, or by facsimile or electronic transmission, only if accompanied by telephone confirmation of receipt. Notices shall be duly signed by the parties or by the attorneys for the parties, and delivered as follows:

To Developer: Columbus Park Corp.  
9 Claudia St  
Amelia Industrial Park  
Guaynabo , Puerto Rico, 00968  
Att: Jose Gonzalez  
Email : joseil@me.com

With copy to: Columbus Park Corp.  
9 Claudia St  
Amelia Industrial Park  
Guaynabo , Puerto Rico, 00968  
Att: Alberto Fernandez  
Email : afernandez@panamericangrain.com

To BONWM: Emily Madoff, Esq.  
Wolf Popper LLP  
845 Third Avenue  
New York, NY 10022  
Tel. (212) 451-9622, Fax (212) 486-2093  
emadoff@wolfpopper.com

23. This Agreement constitutes the entire agreement between the parties, and no other representations, oral or written, are made.

24. If a dispute arises from or relates to this contract or the breach thereof and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules.

25. This Agreement cannot be altered or varied except by written instrument signed by the parties.

26. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs and successors in interest.

27. This Agreement may be executed in counterpart originals.

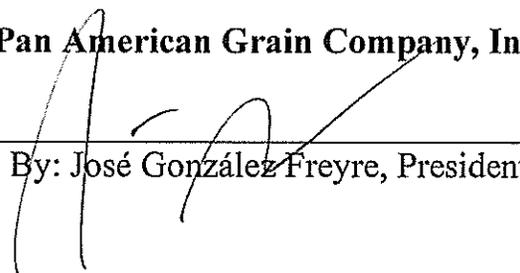
28. The parties acknowledge the complexities inherent in this undertaking and agree to proceed with the project on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

**Birth of A New World Monument LLC**

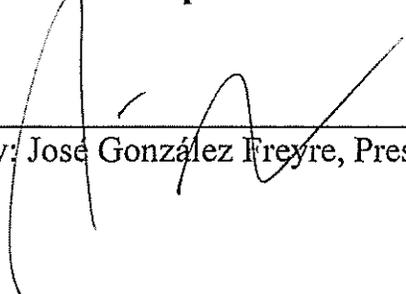
**Pan American Grain Company, Inc**

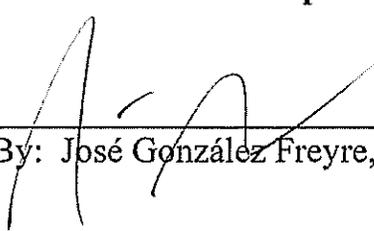
\_\_\_\_\_  
By: Zurab Tsereteli, Member

  
\_\_\_\_\_  
By: José González Freyre, President

**Holland Group Port Investment, Inc.**

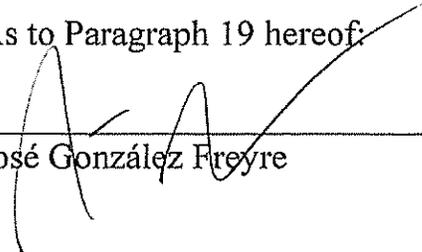
**Columbus Park Corp.**

  
\_\_\_\_\_  
By: José González Freyre, President

  
\_\_\_\_\_  
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As to Paragraph 19 hereof:

\_\_\_\_\_  
Zurab Tsereteli

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José González Freyre

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20. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

21. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

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Att: Jose Gonzalez  
Email : joseil@me.com

With copy to: Columbus Park Corp.  
9 Claudia St  
Amelia Industrial Park  
Guaynabo , Puerto Rico, 00968  
Att: Alberto Fernandez  
Email : afernandez@panamericangrain.com

To BONWM: Emily Madoff, Esq.  
Wolf Popper LLP  
845 Third Avenue  
New York, NY 10022  
Tel. (212) 451-9622, Fax (212) 486-2093  
emadoff@wolfpopper.com

23. This Agreement constitutes the entire agreement between the parties, and no other representations, oral or written, are made.

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Birth of A New World Monument LLC

  
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By: Zurab Tsereteli, Member

Pan American Grain Company, Inc

\_\_\_\_\_  
By: José González Freyre, President

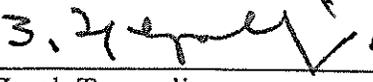
Holland Group Port Investment, Inc.

\_\_\_\_\_  
By: José González Freyre, President

Columbus Park Corp.

\_\_\_\_\_  
By: José González Freyre, President

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Zurab Tsereteli

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