

**LIMITED WARRANTY
EVA (Eco-Village Asuchillo)**

This document provides a LIMITED WARRANTY, a LIMITATION OF REMEDIES, and a
DISCLAIMER AND EXCLUSION OF ALL OTHER WARRANTIES.

The Limited Warranty identifies the sole limited warranty provided to the Purchaser, by the Vendor, pertaining to the Home.

The Limitation of Remedies limits the obligations of the Vendor to the Purchaser in case of claims by the Purchaser under the Limited Warranty. The Vendor's only obligation is limited to the repair or replacement, at Vendor's option, of the defective condition.

The DISCLAIMER AND EXCLUSION OF ALL OTHER WARRANTIES disclaims all other warranties besides the LIMITED WARRANTY. The LIMITED WARRANTY is the Buyer's sole warranty on the Home.

Gran Pacifica Resort SA ("Vendor") assigns to Purchaser all its rights under the LIMITED WARRANTY as received from Olivera Sociedad Anónima (the "Contractor"). This warranty is limited to the Work performed by the Contractor pursuant to the Plans and does not apply to any portion of the Home which has not been constructed by the Contractor.

The term of this LIMITED WARRANTY shall be for a period of ONE (1) calendar year from the Closing Date of the Home.

Vendor's sole obligation and Purchaser's sole remedy under the Limited Warranty described above, to the exclusion of all other remedies, is limited to the repair or replacement, at Vendor's option, of the defective condition of the work pursuant to the Plans (the "Work"). Any portion of the buildings or other improvements not included in the Plans, is sold "AS IS" without warranty.

The LIMITED WARRANTY is further subject to the following LIMITATION OF REMEDIES, DISCLAIMER and EXCLUSION of ALL OTHER WARRANTIES and the FOLLOWING ADDITIONAL TERMS AND CONDITIONS, all of which are part hereof.

Additional Terms and Conditions:

1. Inspection Procedure.

(a) The Purchaser has the right to a pre-occupancy inspection of the purchased Home upon thirty (30) days written notice from the Vendor prior to the scheduled Closing, unless Purchaser assigns said right to a qualified representative of the Vendor. This inspection is to be made by Purchaser or their representative, in the company of a representative of the Vendor and/or the Contractor. Items mutually agreed upon to be corrected are listed in an inspection report ("Inspection Report"), which is signed by the Purchaser and a representative of the Vendor and/or the Contractor.

(b) The Vendor and Contractor shall make every reasonable effort to correct all of the items listed in the Inspection Report in a timely manner and in keeping with the standard and grade of finish deemed to be satisfactory by the Vendors representative.

(c) No corrections will be made for defects in the Work not agreed to and recorded on Seller's Inspection Report, or for defects in the Work first claimed or discovered after the expiration of the

Buyer Initial _____ Date _____

Seller Initial _____ Date _____

Warranty Period. Correction of 'latent defects' as defined herein will be considered on a case by case basis, and only if Vendor is notified in writing during the Warranty Period.

2. Warranty Exclusions. The following exclusions and limitations apply to the Vendor's LIMITED WARRANTY obligations set forth above:

- (a) All chips, scratches or mars on items such as tile, walls, porcelain, glass (including breakage or cracks), plumbing fixtures, plastic laminate counter tops, granite or marble, must be noted on the Inspection Report, or else they will not be covered under the Vendor's LIMITED WARRANTY obligations set forth above.
- (b) Faucet leaks, door frame adjustments, floor and wall tile grouting are covered for a period of one (1) year after Closing. Thereafter, any repairs or corrections become the sole responsibility of the Purchaser.
- (c) Nail or screw pops or cracks in the walls and ceilings which do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying of building materials, or of normal settlement of the building, wind loads or other normal movements of the building components are not covered. Correction of defects of this type will only be considered on a case by case basis, and not without written notice of said defect within the Warranty Period. To the extent that the Vendor may elect at its sole discretion to perform repairs for the above conditions, Vendor will not be liable for repainting or wallpapering any repaired areas.
- (d) The LIMITED WARRANTY obligations set forth above do not cover correction of the results of ordinary wear-and-tear, or damage due to misuse or neglect, negligence, or the Purchaser's or Association's failure to provide proper maintenance.
- (e) The LIMITED WARRANTY obligations set forth above do not cover damage arising from leaks or water infiltration at perimeter walls or ceilings.
- (f) The LIMITED WARRANTY obligations set forth above do not cover the Common Elements.
- (g) The LIMITED WARRANTY obligations set forth above do not cover any personal property.
- (h) The LIMITED WARRANTY obligations set forth above do not extend to any item which has been modified or repaired by Purchaser, or any items which are installed or constructed pursuant to a separate contract or agreement between the Purchaser and any party other than Vendor.
- (i) The LIMITED WARRANTY obligations set forth above specifically exclude any and all secondary, incidental or consequential damages caused by any defect or breach hereof.
- (j) No steps taken by Vendor to correct defects shall act to extend the scope or duration of this LIMITED WARRANTY beyond the Warranty Period.
- (k) No representative of the Vendor has the authority to expand or extend the scope of the LIMITED WARRANTY obligations set forth above or to make verbal agreements with respect thereto.

(l) All requests for correction pursuant to the LIMITED WARRANTY obligations set forth above must be in written form and shall be delivered to Vendor.

(m) LIMITED WARRANTY obligations set forth above may not be assigned or transferred without Vendors prior written consent and any attempted assignment shall be null and void.

3. Arbitration Agreement. The Vendor and Purchaser agree that any and all disputes which the Purchaser, or their heirs,

successors and assigns may now or in the future have with the Vendor, the Vendor's sales and marketing company, its agents and broker, the Development's general contractor and its subcontractors, the Development's architect or any of their successors or assigns, agents, employees or subcontractors regarding the sale, design, condition, construction or merchantability, habitability, fitness for purpose or any other warranty, or any other claims or rights of action for the purchased Home, the Limited Warranty, the Limitation of Remedies, the Disclaimer and Exclusion of all other Warranties, or any provision of any of them shall be subject to arbitration in Nicaragua pursuant to the Nicaragua version of the Uniform Arbitration Act.

4. Waiver of Jury Trial. In the event the arbitration provision herein is invalidated by a court of competent jurisdiction, the Vendor, the Development's general contractor and its subcontractors, and the Development's architect, and Purchaser, or their heirs, successors and assigns hereby expressly agree that any and all disputes which would have been subject to the said arbitration provision shall be tried non-jury and further expressly agree that they hereby waive all resort to trial-by-jury of any and all issues otherwise so triable.

5. Severability. The invalidity or ambiguity of any agreement, restriction, condition, reservation, or any other provision of this LIMITED WARRANTY, LIMITATION OF REMEDIES, DISCLAIMER AND EXCLUSION OF ALL OTHER WARRANTIES, shall not impair or affect in any manner the validity or effect of the rest of this document.