

M ARQUITECTURA DEL PAISAJE

DISEÑO, CONSTRUCCIÓN Y MANTENIMIENTO DEL AREAS VERDES

Clauses

FIRST: Both parties recognize each other their personality with all the inherent legal consequences.

SECOND: "The Service Provider" is obligated to provide "The Business" with their own human, capital and financial resources, professional maintenance services and gardening to preserve all green areas within the CONDOMINIO LA PUNTILLA, A.C. known by the commercial name of CONDOMINIO LA PUNTILLA located in LA CRUZ DE HUANACAXTLE, BAHIA DE BANDERAS.

The areas for the contracted service referred to in the preceding paragraph, are detailed in annexes one, which consist of one visit per week, at a time from 8:30 am to 4:30 pm.

THIRD: "The Service Provider" is obligated to provide the services with their contracted personnel and must maintain a professional appearance consisting of a uniform, nametag, short-hair, and clean-shaved. They must register in the security checkpoint to obtain access to service sites. A team of seven gardeners and one supervisor will be required.

FOURTH: The staff referred to in the previous clause shall be strictly prohibited from performing functions that are not related to the services agreed to in the second clause of this contract.

FIFTH: "The Business" is obligated to pay "The Service Provider" an annual amount of \$492,050 M.N (Four hundred and ninety-two thousand and fifty 00/100 M.N.) plus the corresponding tax (16 % IVA) after the invoice is delivered satisfying all fiscal regulations. This price will be valid from January 1, 2023 to December 31, 2023.

The monthly amount is 41,004.17 pesos plus IVA of 16% (**47,564.84 total pesos per month**). Annually the cost is 492,050 pesos plus IVA of 16% (**570,778 pesos annually**).

SIXTH: "The Service Provider" will provide the contracted services in an absolutely independent manner, so under no circumstances will there be any employment relationship between the staff you designate to comply with the services in this contract and "The Business," nor with the commercial business (CONDOMINIO LA PUNTILLA, A.C.) where the services will be performed. By this virtue from this moment and as an exclusive basis "The Service Provider" assumes all the employer and labor obligations arising and related to its own staff, exempting "The Business" from any liability in that regard, committing to immediately reimburse any amount that "The Business" pays, authorizing from now that "The Business" deducts expenses from "The Service Provider" due receipts or invoices to pay any amount owed.

SEVENTH: "The Service Provider" will present and deliver a monthly copy of the payments made to the I.M.S.S., SAR and INFONAVIT, for all of its personnel performing the contracted services. "The Business" is authorized from now on to withhold payment of the contracted services if "The Service Provider" fails to perform what is agreed to in this clause.

EIGHTH: In the event it is necessary to acquire new plants due to reasons caused by "The Service Provider," the new plants will be replaced by "The Service Provider."

NINTH: "The Service Provider" will comply with and compel its staff to comply with the security requirements of "The Business" where services are provided while in the facilities of "The Business."

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The "Service Provider" will assume any liability for accidents that occur to the staff of "The Service Provider" and will comply with the requirements established in Articles 9 and 10 of *La Ley Federal de Protección a Consumidor*.

TENTH: In order to comply with the provisions of the second clause of this instrument, "The Service Provider" undertakes to make weekly visits and report the conditions in which gardening and plants are located in general, during all the months in which this contract is in force.

ELEVENTH: "The Service Provider" agrees to consider all the data, documents, and information in connection with this contract on a strictly confidential basis and not to disclose to third parties its content, or to use it for purposes other than those contracted herein. "The Business" reserves the right to exercise the corresponding legal actions in case of breach of this clause.

TWELFTH: "The Business" shall not be liable for any effect of the deterioration, loss, or damage caused of tools or equipment that "The Service Provider" uses for the execution of the contracted services.

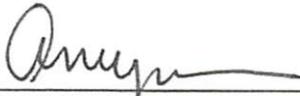
THIRTEENTH: "The Service Provider" shall not be liable for any damage caused in green areas by natural phenomena or unforeseen pests.

FOURTEENTH: Any remodeling of green areas requested by "The Business" will not be performed by "The Service Provider" prior agreement on an authorized estimate.

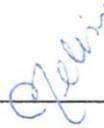
FIFTEENTH: This contract shall be effective from JANUARY 1st, 2023 to DECEMBER 31st, 2023 and may be terminated by either of the parties with prior written notice at least thirty days in advance with the obligation to be accountable for the state of the contracted services. This contract will only be renewed upon written authorization of "The Business."

For the interpretation and execution of this contract, as well as for the exercise of the actions and rights granted to the parties, and both parties submit to the jurisdiction and competence of the Courts of the city of Guadalajara, Jalisco and the applicable common laws, waiving any other jurisdiction that by reason of their domicile, present or future may correspond to them.

Puerto Vallarta, January 1, 2023



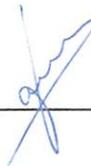
"The Business"
Condominio La Puntilla, A.C.
Amy Welch, Legal Representative



"The Service Provider"
M Arquitectura del Paisaje
Arq. Melisa Molina Cruz



Witness
Richard Eichen



Witness