

**This legal paper has been drafted by ILF Italian attorneys.
If you need a personal legal consultation, please [reach out to our firm](#).**

ITALIAN RENOVATION AGREEMENT
("Contract")

between

Mr. _____, born _____ in _____

Italian Fiscal Code. _____ [ITALIAN FISCAL CODE if you do not have
an Italian Fiscal code, please apply [here](#)]

residing in _____,

hereinafter also referred to as the "Client," on the one hand; and

the company _____, with registered office _____,
VAT No. _____ in the person of the Sole Director Mr.
_____, born in _____ on _____ and resident in
_____, as Legal Representative

hereinafter also referred to as "Contractor,"

(the Client and the Contractor will be referred to individually as a "Party" and
collectively as the "Parties").

WHEREAS,

- a) that the Client is the owner of Apartment located In _____
- b) that for the projects on the aforesaid Buildings the Client: (i) has obtained a
Certified Declaration of Commencement of Activity - S.C.I.A.- n....., referring to
the above authorizations, by which it intends to carry out a conservative building
renovation of the apartment.
- c) that the project for the realization of what is provided for in the previous points
has been drawn up by Arch. _____ with studio in _____), while the
Client has subsequently entrusted the following professional assignments:

- Supervision of Works: Arch. _____, with studio in _____
- Safety coordination in the execution phase of the works and safety manager: Engineer _____,
- Structural Calculation and Construction Supervision of Structural Works: Engineer _____ ;

d) that the Client intends to have the works referred to in point b) for said apartment carried out under contract, under the guidance of the designated Designers and Construction Managers, taking advantage of the design and structural calculations and following the instruction\ s regarding safety in the workplace given by the Coordinator and the Safety Manager, as better specified in Article 1 and Article 2 below (the "Works");

f) that for this purpose it has approached the Contractor., in the person of the Sole Director Mr. _____

The Parties, as identified above,
Having premised the foregoing as an integral part of this Contract,
agree and stipulate the following:

ARTICLE 1 - OBJECT

The Client entrusts to the Contractor, who accepts, the contract for the conservative building renovation of the buildings, which involves the modification of the interventions as better specified in Article 2 below.

ARTICLE 2 - SCOPE OF THE WORKS AND CONTRACTING TO THIRD PARTIES

The scope of the Works includes, but is not limited to, the following:

- Setting up and running the construction site.
- Removal of existing materials and installations within the building
- Removal of interior and exterior fixtures
- Demolition of interior plaster and suspended ceilings
- Demolition of floors and walls
- Demolition of, partitions and inter\onsolidation work
- Miscellaneous work in support of the above.

Also included are works in support of the above and site preparation and management related to the Works.

All as more fully described in the Estimate of Work attached to this Contract as Exhibit A and in the technical-administrative documents attached to this Contract as Exhibit B, which form an integral and substantial part of this Contract.

The Parties acknowledge and agree that the Contractor's obligation constitutes an obligation of result and that the Contractor must provide, no later than the terms set forth in Article 14 of this Contract, for the construction, supply and delivery to the Client of all of the Work contemplated and completed on a "turnkey" and "workmanlike" basis, perfectly fit for successful acceptance.

However, the Client reserves the right, if necessary, to assign the Works in whole or in part also to third parties at any time without the Contractor being able to claim any right of performance, pre-emption, precedence or compensation.

With exclusive reference to the Works already begun by the Contractor, any decision by the Client to entrust third parties with the execution of said Works, in whole or in part, shall be communicated to the Contractor at least 15 (fifteen) days before the termination of the entrustment to the Contractor, and a special report prepared by the Works Management shall be required before the entry of new parties. The State of Work Progress at the time of any termination of the Works shall be made, in accordance with Article 13, within 7 (seven) days after the termination of the Works.

ARTICLE 3 - ANNEXES

This Contract shall be governed not only by the provisions of this document, but also by the following acts and documents countersigned by the Parties and attached as an integral part of this Contract:

- Annex A □ Estimate of Work
- Annex B □ Technical-administrative documents
- Annex C □ List of Prices
- Annex D □ Technical drawings of the Construction S.C.I.A. signed by Arch. James Cavnar consisting of n..... Tables.
- Annex E □ Structural Project signed by Eng., consisting of n.... Tables and n.1 Technical Report on Materials.

ARTICLE 4 - METHODS OF EXECUTION OF THE WORKS

The Contractor shall proceed with the execution of the Works with exclusive organization of the necessary means and with management at its own risk, also

providing for the preparation and maintenance of the site, the supply of equipment, provisional and accident-prevention works and the necessary materials.

The Works shall be carried out by the Contractor in accordance with the drawings prepared by the architectural and structural designers, in accordance with the directives, instructions and prescriptions provided from time to time by the Construction Managers and the Safety Coordinator and Manager. In addition, the Contractor warrants that all the Works will be fully executed with the use of materials with performance characteristics corresponding to the design specifications.

Without prejudice to other provisions of this Contract (including provisions governing additional obligations of the Contractor), in connection with the execution of the Works the Contractor shall be responsible for the following duties and charges:

- a) provide, exclusively in relation to its own works or those entrusted to its subcontractors, for the thorough cleaning of the areas of intervention, including the removal, transport and delivery of any construction site debris to the authorized plants for the treatment or disposal of waste assuming all charges and obligations under the law; comply with the obligations in environmental matters arising from the application of Legislative Decree 152/2006, et seq. m.i.; included in the Contract Price are all economic charges including the costs of transportation, disposal of waste as well as of waste materials of which the Client declares that it expressly assigns ownership to the Contractor;
- b) provide site surveillance, cleaning, clearing -- upon completion of the work -- of equipment, residual materials and anything else not used in the Contractor's Works;
- (c) to set up provisional works commonly needed for construction such as scaffolding, fences, shacks for the storage of materials.
- (d) cause all personnel employed on the site to display identification cards.
- (e) to provide all charges and assistance for both in-process and final testing and testing;
- (f) to deliver to the Client/Director of Works all technical and conformity certificates regarding materials, components used, and systems installed in the construction;
- (g) provide for the maintenance and preservation of the Works until their delivery.

The Client will be responsible for the supply of electricity and water for site use.

It will be the Contractor's responsibility to provide barracks, toilets, and anything else required by current regulations and labor contracts for the workers employed on the site.

The Contractor may not make changes of any kind to the Works without the prior written authorization of the Client pursuant to Article 1659 of the Civil Code.

The Client shall have the right to inspect the execution of the Works and to verify the status of the Work at any time pursuant to Article 1662 of the Civil Code directly or through the Construction Management.

The Client and the Works Management shall have the power to intervene in the manner and quality of the execution of the Works. In addition, they will be able to verify compliance with what has been agreed for the supplies necessary for the execution of the Works in a "workmanlike manner."

The Contractor shall interpret any remarks made by the Client and/or the Works Management regarding the execution of the Works and compliance with the conditions set forth in this Contract, even if made directly to the Site Manager and/or the person designated by the Contractor to represent him, in such a way that the Client does not assume any hierarchical supremacy over the Contractor's employees.

ART. 5 - AUTHORIZATIONS AND PERMITS

The Parties acknowledge that the Client has obtained and delivered in copy to the Contractor the authorizations and permits referred to in point b) of the premises. It is understood that the Contractor shall take care to promptly indicate to the Client the need to obtain particular or additional permits to be able to start and/or continue the Works.

In any case, the Works must comply with applicable laws, permits, licenses, and regulations relating to urban, environmental, and landscape planning.

ARTICLE 6 - DRAWINGS AND TECHNICAL-ADMINISTRATIVE DOCUMENTATION.

The Contractor represents and warrants that he has read and understood the drawings and technical-administrative documentation enclosed with this Contract, that he is familiar with them, and that he undertakes to comply with them.

ART. 7 - HEALTH AND SAFETY IN THE WORKPLACE AND SOCIAL SECURITY AND TAX OBLIGATIONS

In the execution of the Works, the Contractor shall ensure punctual compliance with the technical-administrative documentation attached to this Contract and with all obligations imposed by the laws and regulations in force for the protection of safety and hygiene at work, including, inter alia, Legislative Decree No. 81/2008 and its implementing provisions.

The Contractor declares that it has delivered to the Client, prior to the signing of this Contract, all documentation necessary for the Client's verification of its technical and professional suitability pursuant to Legislative Decree 81/2008, including the DURC. In the case of works whose execution is subcontracted, the Contractor undertakes to carry out the verification of the technical professional suitability pursuant to Legislative Decree 81/2008 of the subcontractor(s).

To the fullest extent permitted by applicable laws, the Contractor agrees to hold the Client harmless from any liability, cost, expense and/or damage that may arise from its and/or any subcontractor's failure to properly pay any taxes, wages and social security contributions to their respective employees pursuant to applicable laws and national and local collective bargaining agreements.

The Contractor is responsible, as far as he is concerned, for any possible violation of safety regulations, assuming responsibility for all damages that may be caused to property or persons as a result of the Works themselves.

The Contractor is responsible for taking all necessary measures, precautions and means, installations, tools and equipment to ensure the safety of workers and third parties, as well as to avoid damage to public and private property.

Pursuant to Article 26, paragraph 5, of Legislative Decree No. 81/2008, the Contractor warrants that the costs of measures taken to eliminate or minimize occupational health and safety risks arising from interference of work amount to Euro 9,800.00 (nine thousand eight hundred/00) and the Parties agree that these costs are included in the Contract Price (as defined below). Accordingly, the Contractor warrants that the Contract Price includes an amount sufficient for proper performance of its obligations under this Article 7.

The Contractor shall, upon Client's request, promptly provide Customer with evidence of compliance with the social security contribution regulations of both the Contractor and each of its subcontractors.

The Contractor agrees to comply with and enforce compliance with the tax, wage, contribution, social security and insurance regulations contained in the relevant national and territorial collective bargaining agreement and legal provisions.

ARTICLE 8 - SITE MANAGER

The Contractor declares that its Site Manager shall be Mr. _____ with all the obligations and responsibilities inherent in this title.

The Site Manager, who must be always present during the execution of the works, is responsible for:

- (a) the organization and control of the construction site.
- b) the care of compliance with the provisions established by the laws and regulations on prevention and protection of the safety and health of workers and the technical-administrative documentation attached to this Contract.

The Contractor remains responsible to the Client for the work of the Site Manager.

ARTICLE 9 – CONTRACT SELLING AND SUBCONTRACTING

It is forbidden for the Contractor to assign this Contract, the rights and/or claims arising from it to third parties under penalty of termination and compensation for damages in favor of the Client.

Subcontracting of individual Works and services is permitted, provided that it is performed by companies approved in advance in writing by the Client; to this end, the Contractor may prepare a list of companies to which it intends to apply for subcontracting in order to obtain the Client's authorization, it being understood that the Client may or may not grant such authorization at its absolute discretion.

However, the Contractor shall remain solely responsible directly to the Client for the subcontracted Works and services, and in no event shall subcontracting be held against the Client as a ground for justification, cause and/or exemption of liability for non-performance, delay or non-perfect performance of the subcontracted Works. The Contractor shall remain solely directly responsible for the performance of any payment or other obligation to be made to any subcontractor in accordance with the terms and conditions set forth in the relevant subcontract.

The Contractor warrants that subcontractors are subject to the same obligations as the Contractor and by way of example:

- (a) comply with all information contained in the safety plans and all requirements of the safety officer.
- (b) do not compromise the safety of other companies on the site by their work;
- (c) comply with national and local collective bargaining agreements and fulfill all insurance, tax, and social security obligations imposed by applicable laws or the aforementioned collective bargaining agreements with all employees hired or otherwise employed in the performance of the Subcontracted Works and until their full completion.
- (d) comply with all applicable laws;
- (e) comply with any provisions of this Contract in connection with and/or relating to the performance of the Works.

ARTICLE 10 - CONTRACT PRICE.

The terms and conditions governing this Contract are those of the "Price by measure and not by body" with application of the prices established for the various categories

of work in the Unitary Price List in Annex C ("Unitary Price List") prepared by the Contractor and accepted by the Client.

The total amount of the Contract is estimated by the Parties to be approximately Euro _____ (including the amount for health and safety costs referred to in Article 7 above) plus VAT (the "Contract Price"). The Contract Price is in any case to be considered indicative as the actual Contract Price is the result of the calculation by measure and not by body.

The Client reserves the right to contract Works for an amount that may also be significantly higher or lower than estimated without the Contractor being able to request or claim any increase in the unit price.

The Parties agree that if, during the execution of the Works, conditions are created for the execution of work not included in the Unit Price List, new prices shall be agreed upon in writing between the Parties prior to the execution of the Work, and such additional work shall form an integral part of this Contract.

ARTICLE 11 - FORCE MAJEURE.

The Parties recognize that a force majeure event ("Force Majeure Event") is any act or occurrence or event or combination thereof (to the extent not caused by a Party or its agents or employees) that:

- (a) is unforeseeable, or if foreseeable, unavoidable and beyond the control of the Party concerned.
- (b) is not attributable to or related to any fault, omission, or negligence of the Party concerned; and
- (c) renders said Party unable to perform all or any part of its obligations under this Agreement.

Expressly excluded from any Force Majeure Event are:

- (i) strikes or other employee unrest affecting only the employees of the Party invoking the Force Majeure Event and those of its subcontractors.
- (ii) blockages of the Works imposed by any public authority due to non-compliance with the applicable laws of the Party invoking the Force Majeure Event.
- (iii) weather conditions that are not particularly adverse and, in any event, weather conditions that do not prevent safe access to the Site or that could be reasonably anticipated by the Party concerned, subject to weather conditions identified by the Customer's Technical Director as Force Majeure Events.
- (iv) price shortages or fluctuations (including as a result of currency fluctuations) with respect to materials, supplies or components or equipment or other work;

(v) the COVID-19 pandemic and related measures (e.g., quarantine), subject to new and further restrictive measures adopted after the date of signing this Agreement, which shall, therefore, constitute Force Majeure Events.

Neither Party shall be held liable for the breach of any of its obligations under this Contract to the extent that such obligations are delayed or become effectively impossible as a result of a Force Majeure Event.

A Party whose obligations are affected by a Force Majeure Event shall notify the other Party in writing as soon as possible but not later than forty-eight (48) hours after such Party first becomes aware of it.

The performance of such obligations that has been delayed or has become effectively impossible as a result of a Force Majeure Event shall be suspended for the duration of such event without the Party not affected by such event having any claim for compensation against the Party concerned. During such period, the Parties shall take all measures that may be necessary to mitigate the effects of the Force Majeure Event and to enable the resumption of the Work as soon as possible.

Without prejudice to the other provisions set forth in this Contract, should the Force Majeure Event last for more than 60 (sixty) consecutive days or 90 (ninety) days in total, each Party shall have the right to terminate this Contract upon written notice to the other Party. In such case, the Contractor shall be entitled to (only) payment of the amounts already due to it up to the date on which the Force Majeure Event occurred. The Contractor shall not be entitled to assert any other rights against the Customer as a result of termination due to the continuation of Force Majeure Events.

ARTICLE 12 - NATURE OF CONTRACT PRICE.

The amounts in the Unitary Price List have been agreed and accepted by the Parties on the instructions of the Contractor and on the basis of calculations at the Contractor's discretion and, by express and substantive agreement, may not be changed for any reason whatsoever, regardless of any adverse event, except for Events of Force Majeure.

The Contractor expressly waives the application of the provisions of Articles 1467, 1660, 1661, and 1664 of the Civil Code, which shall not apply to this Contract, since the Parties have taken them into account in determining the Unitary Price List and payment methods as set forth in Article 10 of this Contract where it is specified that the Contract Price is the final result of the calculation on a measured basis and not on a lump sum basis.

ARTICLE 13 - METHOD OF PAYMENT

Payment of the Contract Price will be governed as follows:

(a) An amount equal to 20% of the Contract Price will be invoiced at the signing of the contract as an advance payment.

a) Regular States of Progress of Work will be prepared each month-end by adversarial procedure between representatives of the Client and those of the Contractor, which will be prepared upon completion of the Work described in the Unified Price List.

b) The States of Progress of the Works shall be verified by the Client who, if satisfied with the due completion of each relative portion of the Works and upon prior production by the Contractor of the DURC, will issue, within 7 (seven) days from the end of each month, Certificates of Payment on which a 5% (five percent) percentage deduction will be applied as a guarantee of the proper execution of the Works.

(c) In the event of a dispute (in whole or in part) between the Parties regarding the Statements of Work Progress, the Client and the Contractor shall meet in order to reach an agreement to resolve such dispute amicably. If the Parties are unable to reach an agreement within 15 (fifteen) working days from the date of the dispute, the resolution of the dispute shall be devolved to an impartial third party appointed by mutual agreement between the Parties and competent in the matters contemplated in this Contract (the "Expert"), who shall formulate his decision and communicate it in writing to both Parties no later than 15 (fifteen) days from the acceptance of the assignment. The fees and expenses related to the appointment of the Expert shall be borne by both Parties in a percentage equal to the extent of succession established by the Expert.

d) On the basis of each Certificate of Payment issued, the Client will authorize the Contractor to issue regular invoices for the relevant Works, which will be paid at 100% (one hundred percent) within 30 (thirty) days from the end of the month to which the State of Work Progress refers by bank transfer to the current account in the Contractor's name IBAN _____

e) Once the Works have been duly completed and tested, in the Final Account, to be executed within 45 (forty-five) days from the date of completion of the Works, subject to the positive indication of the Works Management, the Client shall release the amounts withheld as guarantee and pay them to the Contractor by bank transfer to the Contractor's bank account indicated above with a maturity date of 100% (one hundred percent) within 30 (thirty) days from the date of the invoice at the end of the month.

f) The Contractor may suspend the execution of the Works only in case of repeated, non-payment by the Client of the amounts not disputed or declared as due by the Expert pursuant to the preceding paragraphs.

ARTICLE 14 - TIMETABLE FOR COMPLETION OF THE WORKS

The Works shall commence no later than and shall be completed no later than

Therefore, by that completion date, all the Works shall be completed in accordance with this Contract, except for causes due to Force Majeure Events under Article 11 or suspension of the Works under Article 13(g).

Upon completion of the Works, the Contractor shall arrange for site restoration, reclamation of materials, equipment, machinery, and means of work, and site cleanup at its own care, cost, and expense.

The date of commencement and completion of the Works and all periods of suspension of the Works shall be certified by a special report prepared by the Works Management and the handover of the site, commencement and completion of the Works shall be documented by specific minutes countersigned by the Contractor and the Client (or Works Management).

For each day of delay from the final completion of the Work, liquidated damages in an amount equal to 1‰ (one per thousand) of the Contract Price shall be assessed, without prejudice to the Client's right to claim compensation for any additional damages or losses suffered or incurred.

ART. 15 - ASSUMPTION OF LIABILITY FOR DEFECTS

The Contractor shall be liable for defects or faults in the Works, as provided for in the Civil Code with respect to the Contractor's liability, as well as for any damage or adverse consequences that may be caused to the Client, its assignees or third parties in general, as a result of any defect, defect or violation due to the Contractor's work or omission or otherwise due to work or omission attributable to the Contractor.

ARTICLE 16 - TERMINATION OF THE CONTRACT.

The Client shall have the right to terminate this Contract, even partially, together with the right to have the Works continued by other companies, without prejudice to the right to compensation for damages, if the Contractor suspends, without justified reason, the Works and/or proceeds in such a way as to jeopardize the performance of the Works under the terms and conditions of this Contract.

If the Contractor fails to perform any of its obligations under this Contract without remedying them within 15 (fifteen) business days after receipt of the notice to comply sent by the Client, the Customer shall have the right to terminate this Contract pursuant to Article 1454 of the Civil Code.

The Client shall also have the right to terminate this Contract pursuant to Article 1456 (express termination clause) of the Civil Code if:

- (a) the Contractor commits a violation of any of the provisions set forth in Legislative Decree No. 81/2008.
- b) the Contractor subcontracts the Contract, in whole or in part, without complying with the relevant conditions set forth in this Contract.
- c) the Contractor fails to provide the Client with proof of compliance with the regulations on social security contributions pursuant to Article 7 above.

The Parties acknowledge and agree that the identity of the Contractor is decisive for this Contract and, therefore, the same shall be dissolved pursuant to Article 81 of Royal Decree No. 267/1942 (as amended and supplemented) in the event of the Contractor's bankruptcy, unless the Client expressly consents to the continuation of this Contract.

In all cases of termination, the Contractor shall be authorized to pay only for the Works executed and completed up to that time, without prejudice to compensation for any damages that the Client may incur for the completion of the Works, as well as for any other title resulting from the Contractor's default.

Upon termination, the Contractor shall immediately, and in any event no later than 10 (ten) days from the Client's request (i) deliver the site to the Client and remove from the same all materials, equipment and machinery belonging to the Client and arrange for the removal of rubble, debris and waste, at its own care, cost and expense, as better specified in Article 4 of this Contract; and (ii) deliver to the Client all documents in its possession relating to the Works under this Contract.

In any event of termination of this Contract, the Client hereby waives its right to avail itself of such precautionary possessory protection or emergency or exception remedies as may accrue to it by reason of its status as holder of the Site of the Work.

ARTICLE 17 - CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

The Contractor represents and warrants:

- 1) that it has acquired an accurate knowledge of all general and specific terms and conditions of this Contract and of the scope and quality of the Works to be performed under this Contract.

2) that it is well acquainted with the locations where the Works will be performed as a result of the inspections conducted.

3) to have carefully considered and considered every feature and circumstance of the Works, in relation to the quantity, type of materials and their minimum required performance; the supply and procurement of materials, the sourcing and conditions of local labor, and any other matters relating to the manner and terms contemplated for the execution and completion of the Works

4) To have carefully considered and taken into account all references to the amount and methods of payment of remuneration and all agreements and provisions, charges and obligations under this Contract and its Annexes.

5) that it considers the Unified Price List to be fair, remunerative and satisfactory, accepted by the Parties and agreed to with the Contractor's unconditional approval of the absolute invariability of the remuneration, assuming, at its own expense and risk, all consequences arising from adverse events of any kind, with the exception of Force Majeure Events; and expressly waiving the right to request any revision of the Contract Price pursuant to Articles 1467, 1660, 1661 and 1664 of the Civil Code;

6) that the prohibitions set forth in Article 67 of Legislative Decree No. 159/2011 (as amended and supplemented) do not apply to the Contractor and persons with powers of representation;

7) to apply in full the National and Territorial Construction Collective Agreement;

ARTICLE 18 - APPLICABLE LAW AND AMENDMENTS TO THE CONTRACT.

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and be construed in accordance with Italian law. All agreements in this Contract are related and all terms are binding. Any additions or modifications to this Contract must be in writing. Without prejudice to the foregoing, for anything not provided for in this Contract, reference is made to the current provisions of the Civil Code and other provisions of law applicable to this Contract.

ARTICLE 19 - INVALID OR UNENFORCEABLE PROVISIONS.

Should any provision of this Contract, in whole or in part, be or become invalid or unenforceable, this shall not affect the effectiveness of the remaining provisions of this Contract. The invalid or unenforceable provision shall be deemed to be replaced by a valid provision that comes as close as legally possible to the economic purpose

pursued by the Parties with the invalid or unenforceable provision. If such intentions cannot be deduced from this Contract, the Parties agree to negotiate additional terms. This shall apply accordingly if, as a result of the implementation or interpretation of the terms of this Contract, any unforeseen divergence, omission, or absence of provisions should arise.

ARTICLE 20 - NOTICES.

Where this Contract provides for the issuance or issuance of approvals, consents, determinations, notices and requests, such notices shall be:

- (a) in writing and hand-delivered (against receipt), sent by mail or courier, or transmitted in PDF by e-mail; and
- (b) delivered, mailed or transmitted to the principal office of the Party to whom the communication is addressed. However:
 - (i) if the addressee communicates another address, communications will be subsequently delivered to that address; and
 - (ii) if the recipient has not provided otherwise when requesting an approval or consent, communications may be sent to the address from which the request was made.

ARTICLE 21 - VAT AND REGISTRATION OF CONTRACT.

The Works provided by the Contractor are performed as part of the Company's operations and are therefore subject to VAT as required by law. Finally, the Parties agree that this Contract may be registered in case of use even by only one of them, requiring registration at a fixed price as of now.

Article 22 - COMPROMISORY CLAUSE.

Any dispute that may arise between the Parties in relation to the interpretation, execution, termination of this Contract, shall be resolved, by means of an informal (or free) arbitration rite, by referring the matter to the Arbitration Chamber existing at the Chamber of Commerce (C.C.I.A.A.) of Florence, which shall decide according to the procedures indicated in the Regulations in force at the time of the dispute.

Please confirm that the foregoing correctly reflects the terms of our agreement by reproducing our proposal in a separate document duly signed and initialed on each page.

Sincerely yours,

Name: Mr. _____

Position: Legal Representative

For specific approval in accordance with Article 1341 of the Civil Code.

(ART. 2 - SCOPE OF WORKS AND CONTRACTING TO THIRD PARTIES)

(ART. 9 - ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING)

(ART. 10 - CONTRACT PRICE)

(ART. 12 - NATURE OF CONTRACT PRICE)

(ART. 15 - ASSUMPTION OF LIABILITY FOR DEFECTS)

(ART. 16 - TERMINATION OF THE CONTRACT)

(ART. 22 - ARBITRATION CLAUSE)

Read, confirmed and signed.

Name: Mr. _____

Position: Legal Representative

In full and unconditional acceptance of the foregoing.

Sincerely yours,

Mr. _____

Name: _____

For specific approval in accordance with Article 1341 of the Civil Code.

(ART. 2 - SCOPE OF WORKS AND CONTRACTING OUT TO THIRD PARTIES)

(ART. 9 - ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING)

(ART. 10 - CONTRACT PRICE)

(ART. 12 - NATURE OF CONTRACT PRICE)

(ART. 15 - ASSUMPTION OF LIABILITY FOR DEFECTS)

(ART. 16 - TERMINATION OF THE CONTRACT)

(ART. 22 - ARBITRATION CLAUSE)