

**SCHEDULE TO SALE AND PURCHASE AGREEMENT
UNIT UNDER CONSTRUCTION**

MAINTENANCE AND RENTAL MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by the Owner (as hereinafter defined) and **Pacifica Asociados, S.A.** (hereinafter referred to as “the Manager”);

WHEREAS the Owner is the owner of Unit No. ____ located in Building ____, situated in Gran Pacifica Beach & Golf Resort development Nicaragua, (the “Unit”) and desires to make the Unit available for the lease or rent under the management of the Manager.

AND WHEREAS the Manager is in the rental management business and is desirous of providing rental and management services for the Owner.

NOW THEREFORE in consideration of the mutual covenants, conditions and terms contained herein as follows:

IT IS HEREBY AGREED:

1. DEFINITIONS

- 1.1 “The Owner” shall mean the person or entity, whether one or more, registered with absolute registered title to the Unit.

2. TERM and TERMINATION

- 2.1 This Agreement shall become effective on the first aforementioned date and shall continue in full force and effect indefinitely until terminated as follows:

2.1.1 If the Owner maintains a delinquent account for more than thirty (30) days after the last Owner’s Statement Report (OSR) has been sent to the Owner, or is otherwise in breach of this Agreement, the Manager may terminate this Agreement upon ten (10) days written notice to the Owner.

2.1.2 In the event of a bona fide sale of the Unit or damage or destruction to the building in which the Unit is located such as to make the Unit unfit for use and occupation, this Agreement shall automatically terminate on the date of such sale, damage or destruction.

2.1.3 If a petition in bankruptcy is filed by the Owner, or if the Owner shall make an assignment for the benefit of creditors or take advantage of any insolvency act, or a foreclosure proceeding is pending against the Unit, the Manager may terminate this Agreement upon ten (10) days written notice to the Owner.

- 2.2 If this Agreement is terminated for any reason, including if the Owner sells the Unit during the term hereof, or foreclosure proceedings are commenced in respect of the Unit, any advance reservation(s) of the Unit shall become the property of the Manager and the guests from which such deposits were received shall be placed in other available unit(s). The Manager will use his best efforts to move any party with such reservation(s) to like accommodation(s). If, however, comparable accommodation(s) are not available, the Owner agrees to honor the said

reservation(s), or indemnify and hold the Manager harmless from all expenses, costs and damages incurred by the Manager or guests as a result of a refusal to honor said reservation(s).

- 2.3 The Manager may, in its sole discretion, apply 100% of the adjusted gross unit rental (as later defined) against any delinquent account or monies owed to the Manager or the Las Perlas Condominium Association before the termination of this Agreement for reasons set forth in this Section. Without prejudice to any other right herein or remedy in law or in equity, the Owner hereby agrees that the Manager may require that up to Seven Hundred and Fifty Dollars (\$750.00) be withheld from the proceeds of the sale of the Unit, to be held by the Manager for up to sixty (60) days and to be applied against any monies owed to the Manager or any expenses that arise as a result of a reservation not being honored after termination of this Agreement or sale or foreclosure of the Unit as provided for above. After the said sixty day period the Manager shall return the balance of the monies to the Owner with a statement indicating any deductions or set off made.
- 2.4 Both parties to this Agreement recognize that a future agreement between Gran Pacifica, S.A. and an international hotel chain established as part of the community may have a direct impact on rental management agreements including this one.

3. MANAGER'S DUTIES

- 3.1 The Manager shall render the following services and cause the performance of the following duties:
- 3.1.1* The Manager is hereby exclusively retained for the purpose of arranging rentals and management of the Unit on the terms and conditions herein set forth. Nothing shall preclude the Owner from using the Unit pursuant to Section 6 herein. The Manager shall at all times be deemed to be an independent contractor and not an employee or servant of the Owner nor shall the Manager and the Owner be deemed by the parties hereto or by any third party to be a joint venture or partners.
- 3.1.2* The Manager, in consultation with the owner, shall set a rental rate for each Unit at an amount that reflects the owner's investment in furnishings and decorations. The Manager shall, from time to time and in consultation with the Owner, establish discounts rates so as to optimize the rental income of the property.
- 3.1.3* It is understood that the Manager may be the rental manager for other condominium units and rental homes that might be in rental competition with the Owner, and that the Manager will attempt to optimize the rental income from all of the rental properties under its rental management. The Owner acknowledges that if a guest requests a particular location or condominium, the request shall be honored by the Manager if available, and that accordingly reservations may not be distributed equally.
- 3.1.4* Use and occupancy of the Unit by an Owner,s family or his guests shall be considered for the purposes of this Subsection a rental. The Owner acknowledges that the amount of use by the Owner's family and/or Owner's guests may adversely affect the Manager's opportunity to provide rentals of the Unit.
- 3.1.5* The Owner acknowledges that the Manager makes no guarantees, warranties or

representations as to the number of rental nights or amount of rental income to be generated by the rental and/or management of the Unit under this Agreement.

3.1.6 The Manager shall inspect the interior of the Unit from time to time in order to determine the condition of the Unit and make any repairs, replacements or other necessary actions with respect to the interior of the Unit. The Owner hereby authorizes the Manager, its agents and employees, to enter the Unit for such purposes and to perform any such maintenance and repair work as may be necessary, at the sole discretion of the Manager, to keep the Unit suitable for occupancy, provided that the Manager shall obtain approval of the Owner before incurring costs on the Owner's behalf in excess of One Thousand Dollars (\$1000.00 U.S.) in total in any management year. Maintenance services and/or materials which require skilled labor, trades people or subcontractors shall be secured by the Manager on behalf of the Owner and billed to the Owner. In addition, services or materials which result in permanent improvement to, or upgrading of, any material aspect or feature of the Unit and are requested by the Owner, shall be secured by the Manager on behalf of the Owner and billed to the Owner. Such services will be billed at hourly billing rates for skilled or semi-skilled employees of the Manager, or at the actual invoice amount for outside contractors plus 10% for processing, whichever persons or entities are utilized. Costs, if any, incurred by the Manager as a result of drafting bid specifications and soliciting bids will be borne by the Owner. The Manager's costs for supervising and inspecting outside contractor's work for repairs shall be borne by the Manager.

3.1.7 Should the Manager discover anything which requires immediate attention in order to prevent damage or additional damage to the Unit, other units or to any common area, or to maintain necessary services to the occupants, the Owner hereby authorizes the Manager, its agents or employees to enter the Unit for the purpose of performing such maintenance, repair, or replacement work as may be necessary at the sole discretion of the Manager, in which event there shall be no limit upon expenditures which the Manager may undertake on behalf of and at the expense of the Owner. The Manager will use its best efforts to contact the Owner within 24 hours of such an occurrence.

3.1.8 The Manager shall make arrangements for the provision of electricity, water, telephone, cable TV and other services at the request and expense of the Owner.

3.1.9 If the Owner elects, the Owner's bills for assessments and utilities with respect to the Unit shall be paid by the Manager from funds which may be held by the Manager on behalf of the Owner or from funds paid by the Owner. The Manager retains the right to discontinue paying assessments and utilities should Owner maintain a delinquent account with the Manager for more than thirty (30) days.

3.1.10 The Manager shall hire, supervise, and discharge its labor and employees as it shall deem necessary acting in its sole discretion, for the management and maintenance of the Unit.

3.1.11 The Manager shall deliver and service the following at its expense: linen service (sheets, pillow cases, towels), soap, toilet and facial tissues and other such supplies that the Manager deems appropriate, during any period of rental occupancy of the Unit. Exhibit B details such services, and where specified, costs will be charged to the Owner.

3.1.12 If the Unit was purchased from **Pacifica Asociados, S.A.**, an initial Terry and Linen Package (see Exhibit A) was provided at the Unit at the time of purchase. The Manager shall maintain the quantities of this initial package in the Unit and restock the Unit from time to time to ensure a complete inventory for all rental guests at owners expense. The Manager reserves the right to pass on any increased costs of maintaining or replacing all items on an annualized basis.

3.1.13 The Manager will send out monthly Owner's Statements of rent collected each month following the month referred to in the statement. Monies due to the Manager or the Owner will be dispersed during the month following the end of each business quarter. From the rents collected, the Manager shall first deduct the Manager's Fee (as later defined) and any other expenses chargeable to the Owner such as, by way of illustration but not by way of limitation, past due debts, utility charges, fees and charges relating to the Unit and monies owing and deductible pursuant to Section 2 of this Agreement before any rental income is paid to the Owner. If the rental income is not sufficient to pay all of the Owner's charges, the Owner shall pay the balance of any such outstanding charges as reflected on the Owner's Statement Report within thirty (30) days of receipt of the statement.

3.1.14 All payments due from the Owner to the Manager not paid within 30 days will accrue interest charged at the rate of eighteen per centum (18%) per annum, compounded monthly. In the event that the Manager commences legal action against the Owner for any amounts properly due to the Manager by the Owner pursuant to this Agreement, the Owner shall be responsible for all costs, including but not limited to reasonable attorneys' fees and costs.

3.1.15 The Manager shall maintain at Pacifica Asociados, S.A.'s Corporate Office a system of office records, books and accounts concerning its rental operation. Any records and documents pertaining to guest lists, including names and addresses, guest charge statements and folios, and guest reservations and reservation cards with respect to past, present, or future rental of the Unit, or otherwise pertaining to guests, constitutes information belonging to the Manager and shall not be made available or disclosed to the Owner. Records of revenues and expenditures (excluding guest information as described) for the Unit for the previous two years shall be available for examination by the Owner or authorized agents of the Owner, during reasonable business hours upon 48-hour written notice to the Manager.

3.1.16 The Owner agrees to carry personal property insurance in an amount the Owner deems appropriate. The Owner further agrees to carry Comprehensive Personal Liability Insurance for the Unit in the amount of \$250,000.00 or more per occurrence, naming the Manager as co-insured. The Owner agrees to provide The Manager with a certificate of insurance evidencing such coverage.

3.1.17 The Owner agrees that issuance of any keys to the Unit occupants shall be at Manager's discretion.

4. FEES

- 4.1 The Manager shall receive in consideration for all services to be rendered under this Agreement, (such consideration to be hereinafter referred to as "the fee") Thirty per centum (30%) of the adjusted gross unit rental (AGR) and any other amounts as provided for herein. The AGR shall mean the gross rental amount, less any commissions paid for reservation bookings.

5. ADVANCE DEPOSITS/OTHER AUTHORIZED WORK

- 5.1 The Manager may, at its discretion, place advance rental deposits and earned rental income in an interest-bearing escrow account until dispersal, laws, and shall be entitled to receive any interest earned thereon as further consideration under this Agreement.
- 5.2 It is further understood that the Manager shall be entitled to additional consideration for services

rendered by it beyond the scope of this Agreement, such as supervision of construction or refurbishing of the Unit, or other such major projects as negotiated with and authorized by the Owner.

6. USE OF UNIT BY OWNER

- 6.1 Provided that the Owner notifies the Manager in writing at least ninety (90) days in advance of any intended use, and by April 1st for the Christmas Period (December 11 through January 14 inclusive), the Owner or any Owner's guest may at any time occupy the Unit at no rental fee. In the absence of this notice, the Manager shall use its best efforts to make the Unit available for the Owner's use. Once the Manager confirms, in writing, the Owner's use of the Unit, the Manager may not rent the Unit without the Owner's written consent.
- 6.2 During any use of the Unit by the Owner or by any Owner's guest, the Owner shall be responsible for the payment of all usual daily and monthly expenses including telephone, water, cable, housekeeping and airport transfers etc. unless the Owner advises in writing prior to arrival that any such expenses shall be paid by the Owner's guest and the guest agrees to pay the said expenses. Expenses may be charged as a comprehensive daily usage fee as determined by the Manager from time to time based on the current prices of electricity and water.
- 6.3 After use of the Unit by the Owner or any Owner's guest, the Owner shall be responsible to see that the Unit is returned for rental use in rentable condition according to the standards established by the Manager. The Manager shall be under no obligation to rent the Unit until the same has been accomplished. If the Owner desires, the Manager will provide cleaning service upon departure or during occupancy by the Owner or the Owner's guest at the Manager's current standard charge for such service.
- 6.4 While in use by the Owner or by any Owner's guest, the unit shall not be included in the rental program, however; for the purposes of determining the equitable rotation of all rental units, any use by the Owner or any Owner's guest shall be considered as a rental.
- 6.5 The Owner agrees that, at all times when this agreement is in effect, the Manager shall be the exclusive rental and management agent for the Unit and that the Owner shall not collect or receive any rental income or other benefit for or in relation to the use of the Unit by any Owner's guest other than as provided in this agreement.
- 6.6 Any breach of the terms of this clause (6) by the Owner shall entitle the Manager, at his option, to terminate this agreement pursuant to clause 2.1.2 hereof.

7. OWNER REFERRALS

- 7.1 The Owner may refer guests to any unit at current published rates (or discounted rates to be agreed in advance with the Manager) and on any such referral the Owner will be eligible to receive a commission upon payment by the referred guest for the unit occupied by that guest. In order to qualify for such commission, the Owner must request to participate in the Owner Rental Referral Program in advance, and comply with the Manager's terms thereafter.

8. ADVANCE RESERVATIONS

- 8.1 Subject to Clause 3.1.3 the Manager will not confirm reservations for specific units at time of

reservation except for Owner or Owner's guest use. Any other requests for specific units will be subject to existing reservations previously confirmed to occupants. Both the Owner and the Manager shall use their best efforts to avoid reservation conflicts, particularly when the Owner has requested use of the Unit within 90 days of intended use and after July 1 for the Christmas Period, in which case the Owner shall be subject to confirmed reservation(s) and such reservation(s) shall be considered binding on the Owner.

9. FURNITURE AND DECORATING STANDARDS

- 9.1 All furniture must meet minimum requirements as specified by the Manager. The Manager will, from time to time, require the Owner, at the Owner's expense, to replace furniture and/or decorations in the Unit in order to maintain same in a manner and condition appropriate to a high quality condominium resort. Types, colors and specifications of replacement furniture, furnishings, accessories and decorations for the Unit shall be subject to approval by the Manager, provided such approval shall not be unreasonably withheld. It is the goal of Manager that all refurbishment is done to the current standard from time to time of new units by category, brought into the marketplace by the developer. If the Owner neglects to take or authorize action on required refurbishment within thirty (30) days of notification by the Manager, the Manager shall be authorized to terminate this Agreement or remove the Unit from the rental program until such time as the refurbishment has been completed by the Owner. The Manager provides, for the Owner's convenience only, a refurbishing department to assist in said refurbishing, the Owner understands that if Owner takes advantage of the goods and services of the refurbishing department, the Owner shall enter into a separate agreement for those goods and services. Such agreement is a separate agreement and not related to this Condominium Maintenance and Rental Management Agreement. Said refurbishing services may be discontinued at any time by the Manager at the Manager's discretion. The Owner is not obligated to use this service, however, the Owner understands that all refurbishing items are subject to Manager's approvals as provided for above.

10. RIGHT TO SHOW UNIT

- 10.1 The Manager shall have the right to show the Unit to prospective guests and to enter the Unit for any purposes set forth in this Agreement or as may be necessary to carry out the intent of this Agreement.

11. RULES AND REGULATIONS

- 11.1 The Manager may, from time to time, introduce rules and regulations with respect to maximum number of occupants of the Unit and activities which may be carried on in the Unit and such other reasonable rules and regulations as the Manager may deem proper with respect to the Unit. The Owner agrees, so long as this Agreement is in full force and effect, to abide by the same and shall instruct any of the Owner's guests or other persons renting the Unit through the Owner that such rules are in full force and effect and must be obeyed by such persons.
- 11.2 The Owner understands the Manager has a general No Pet Rule. No rental guests or the Owner's guests may have household pets in the Unit. However, the Owner may have their own pets in their own Unit subject to the Rules and Regulations as established in the Bylaws. The Owner agrees that he will be liable in respect of any complaints or loss of revenue caused by the Owner's pets and agrees to fully indemnify the Manager in respect of the same. The Owner also understands that the cleaning required to recondition the Unit for rental (check out clean) may be higher.

12. CLEANING

- 12.1 In order to provide the highest quality in rental services from season to season, the Manager, at its discretion, will perform one major cleaning and one minor cleaning during the year approximately six (6) months apart and will be scheduled so as not to interfere with rental opportunities. Major cleaning shall include, but not be limited to general cleaning, tile, drapery and/or upholstery cleaning. All material and labor costs to perform the major cleaning will be borne by the Owner as outlined in Exhibit C. The Owner understands and agrees that major cleaning is necessary on an annual basis to maintain Unit in a first class rental condition. The Owner further understands and agrees that the Manager will arrange for cleaning of the draperies and upholstery at the expense of the Owner once per year without the Owner's consent. If any more cleaning is necessary, the Manager will contact the Owner for his approval prior to cleaning except in the case of an emergency as provided for in Section 3.1.6. The minor clean shall include, but not be limited to a complete general cleaning of the Unit at the Manager's expense but shall not include draperies and upholstery cleaning unless specifically necessary, in which case the cost of same shall be borne by the Owner.

13. PROMOTION

- 13.1 The Manager shall have the use of the Unit at no rental charge for eight (8) nights in each fiscal year (beginning November 1 and ending October 31) that this Agreement is in effect for the general promotion of the Development, or other purposes deemed appropriate by the Manager, during any rental period except the Christmas Period or when total rental occupancy of all units managed by the Manager exceeds ninety percent (90%). The Manager will only use the Unit for promotional purposes when no paying guest has reserved the Unit. The Manager bears all housekeeping expenses including Welcome Basket and airport transfers in relation to these promotional nights. It is the Manager's responsibility to advertise, market and promote the Development as a resort facility. In addition an annual promotional fee shall be charged to the Owner. The amount of the fee is equal to two (2) nights gross rental rate, to be based on the then published regular winter and summer season rates for minimum occupancy of the Unit. This annual promotional fee shall be charged to the Owner's Statement of Revenue and is not subject to proration.

14. SALE OF UNIT

- 14.1 In the event the Unit is available for sale, the Manager must be notified in writing of the listing of the Unit and the identity of the listing agent. If such notice is not received, the Manager will not provide access to the Unit for showing. Any real estate agent intending to show the Unit must notify and obtain permission from the Manager before doing so. If the Unit is occupied, the Manager shall make an effort to gain permission from rental guest to show the Unit. If said guest is unavailable or denies access to the Unit, the Manager will not permit access to the Unit until able to obtain the guest's permission or until the Unit becomes unoccupied. The Manager shall release rental history information pertaining to the Unit only if prior written authorization has been received from the Owner. If the Owner shall sell the Unit during the term of this Agreement, this Agreement shall automatically terminate on the date of closing, in terms of Section 2 hereof.

15. STORM PREPARATION

- 15.1 The Owner authorizes the Manager to prepare the Unit for protection against major storm in a reasonable manner, and to perform a post-storm inspection. For the avoidance of doubt unless previously requested in writing and paid for by the Owner, the Manager will not install hurricane shuttering on the Unit as part of the storm preparation referred to herein

16. OWNER REMODELING

- 16.1 In the event that the Owner elects to remodel or refurbish the Unit, they are required to notify the Manager in writing specifying the type of remodeling that will be done, and the period when it will be carried out. All access to the Owner's Unit will be restricted to only those people approved by the Owner. The hours within which work can be done in the Unit will be decided by the Manager. During working hours, materials must be kept in neat a manner if left in common areas. During nonworking hours, all materials must be removed from the common areas. It is the responsibility of the Owner to clean or make arrangements for the cleaning of any common areas affected by the remodeling.

17. RELEASE

- 17.1 The Owner agrees that the Manager shall not be held liable for any losses or damage done to the Owner's Unit or the Owner's personal property by the negligent, intentional or wanton acts of any occupant(s) thereof or third persons. While the Manager shall not be held responsible for such losses, the Manager shall make an effort to determine the parties responsible for such losses and make an effort to collect damages on the Owner's behalf. The Owner shall be responsible for insuring its interests, including its own contents and furnishings.
- 17.2 The Owner agrees to defend, indemnify, and hold harmless the Manager, its owners, employees, agents, affiliates, successors and assigns from any and all claims, suits, or liability for personal injury, including death to person(s) or damage to or loss of property arising directly or indirectly from the use or occupancy of the Unit by any person and/or the Manager's management of the Unit, excepting the Manager's intentional or wanton acts.

18. NOTICE

- 18.1 Notice or correspondence to either party shall be deemed as properly given when sent by registered air mail, facsimile or personal delivery said notices to be addressed as follows:

Seller: Pacifica Asociados, SA
c/o Gran Pacifica
Plaza Familiar Carretera Masaya, Km 7.5
Managua, Nicaragua

Notice given by registered mail shall be deemed effective 10 days after the date of posting. Notice given by facsimile shall be deemed effective on the day following successful transmission of the faxed notice. Notice given by personal delivery shall be deemed effective immediately upon delivery.

19. ARBITRATION

- 19.1 Any dispute arising between the parties hereto relating to the terms hereof shall be decided by arbitration proceedings conducted in terms of the International Arbitration Association and both parties by their execution hereof agree to be bound by such arbitration proceedings. All proceedings shall be held in Managua, Nicaragua.

20. MISCELLANEOUS

- 20.1 If two or more persons are named as the Owner herein, any one of them is authorized to act as agent for the other(s) with the right to bind the other (s) in all matters with respect to this Agreement and both such persons shall be jointly and severally liable to the Manager for the Owner's obligations hereunder.
- 20.2 This Agreement shall constitute the entire agreement between the parties, and no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing executed by both parties. The Parties agree that all prior understandings and agreements are superseded by and are merged into this Agreement. No written or oral representations, claims or inducements made by the Manager or by the Manager's representatives shall be binding on the Manager unless set forth in this Agreement.
- 20.3 The Parties agree that time is of the essence in connection with this Agreement. No extension of any time limit referred to herein for the carrying out by either party hereto of any obligation hereunder or any waiver by either party of the strict performances of any term or condition in this Agreement shall constitute a waiver or abrogation of such term or condition or be a waiver or abrogation of any subsequent breach. The failure of either party to assert any claim in timely fashion for any of its rights or remedies under this Agreement shall not be construed as a waiver of any such Claim and shall not serve to modify, alter or restrict such party's right to assert such claim at any time thereafter.
- 20.4 This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their successors, heirs and permitted assigns. The Owner may not assign this Agreement to any other person or persons without first obtaining written consent from the Manager, such consent not to be unreasonably withheld.
- 20.5 This Agreement shall be interpreted and governed in all respects according to law of Nicaragua, which shall be interpreted by an Arbitral body exclusively and without resort to the Nicaraguan Courts. If any provision of this Agreement is determined to be illegal or unenforceable, it will be considered separate and severable from this Agreement and the remaining provisions of this Agreement will remain in force and be binding upon the parties as though the illegal or unenforceable provision had never been included.
- 20.6 Neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other Party by reason of any delay in performance, or nonperformance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party and the time for performance of that obligation shall be extended for such time as may be fair and reasonable in the circumstance.
- 20.7 The Owner hereby acknowledges that prior to executing this agreement, the Owner has reviewed all of its terms and conditions together with all of the terms and conditions set out in schedules A through C inclusive and has received the independent legal advice of counsel of his choice regarding the terms of this Agreement (inclusive of all schedules) and the legal effect thereof, or

has been given the opportunity to seek such advice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first before written.

MANAGER

By: _____

Printed Name

Title

Date: _____

OWNER

By: _____

Managua, Nicaragua

**EXHIBIT A
TERRY AND LINEN PROGRAM**

TERRY (2 turns per bathroom)	STUDIO	1BEDROOM SUITE	2BEDROOM SUITE
Bath towels	8	8	16
Hand towels	8	8	16
Wash cloths	8	8	16
Bath mats	2	2	4
COST			
LINEN (2 turns per bed)			
Top sheet	2	4	6
Bottom sheet	2	4	6
Pillow cases	4	8	12
*Pillow protector	2	4	6
COST			
KITCHEN (1 turn per kitchen)			
Dish cloths	3	3	6
Tea towels	4	4	8
Terry towel	3	3	6
Pot holders	2	2	4
COST			
TOTAL COST			

Terry and linen in the inventory is replaced on an as needed basis. The Owner purchases use of terry and linen inventory for as long as Unit is on this rental or maintenance program. Terry and linen in the inventory are replaced on an as needed basis. When the Unit is sold or no longer part of this rental or maintenance program, use of the terry and linen inventory is no longer available. All prices are approximate and are based on 2006 projections. Prices are subject to change by the Manager without notice.

**EXHIBIT B
HOUSEKEEPING COSTS**

SUITE TYPE	CHECK OUT	DAILY
Studio		
One Bedroom Suite		
Two Bedroom Suite		

The Owner will be charged a *Check Out* clean each time they use their unit. In addition, the Owner will be charged for *Daily* cleans which they have requested.

At the current time there is no charge for daily towel changes, but the Manager reserves the right to levy a charge. All prices are approximate and are based on 2005 projections. Prices are subject to change by the manager without notice.

**EXHIBIT C
MAJOR CLEANING COSTS**

STUDIO SUITE

Housekeeping	2 persons @	1.5 days @	7 hours @	\$ per hr.	\$
General Labor	1 person @	1 day @	4 hours @	\$ per hr.	\$
Materials & Supplies				15% of labor	\$
				TOTAL	\$

ONE BEDROOM SUITE

Housekeeping	2 persons @	2 days @	7 hours @	\$ per hr.	\$
General Labor	1 person @	1 day @	8 hours @	\$ per hr.	\$
Materials & Supplies				15% of labor	\$
				TOTAL	\$

TWO BEDROOM SUITE

Housekeeping	2 persons @	2.5 days @	7 hours @	\$ per hr.	\$
General Labor	1 person @	1.25 day @	8hours @	\$ per hr.	\$
Materials & Supplies				15% of labor	\$
				TOTAL	\$

These costs will increase on an annual basis, at which time an addendum will be sent out to the Owner. All prices are approximate and are based on 2005 projections. Prices are subject to change by the manager without notice.