Codification:	§ 5-165-0-0-0-1
Title:	Resolution Approving Amended Incorporation Agreement and Superseding Conflicting Aspects of Prior Resolution
Promulgation Date:	January 20, 2022/20 de enero de 2022
Authority for Promulgation:	Próspera ZEDE ("PZ") Charter and Bylaws, as amended, §§1-3-36-0-0-0-3.05(4) and/or 3.09(8)

OPERATIVE TEXT OF PZ RULE/ACTION:

RESOLVED that the undersigned Technical Secretary promulgates with the prior approval of the trustees of the Próspera Council the following rule/action:

Section 1. The attached incorporation agreement for the incorporation of 54 parcels located in the area commonly known as Pristine Bay, Roatan, IB, HN, is herewith approved and the signature of Technical Secretary is ratified pursuant to conflict clearance of Dr. Byron Schlomach and the merits of testimony considered.

Section 2. The real property described in the attached incorporation agreement is approved for incorporation into Prospera ZEDE and CAMP is hereby requested to accept such incorporation into the ZEDE regime through registration in the ZEDE Special Registry.

Section 3. Jurisdiction and title to the incorporated property shall be deemed withdrawn from Prospera ZEDE and the ZEDE Regime in the event that the conditions stated for such withdrawal are met and INVERSIONES SJ, S.A. DE C.V. gives notice of its decision to withdraw it within the agreed upon time frame as set forth in the attached incorporation agreement; and in such event, all officers, agencies and instrumentalities of Prospera ZEDE shall do everything within their power, authority and control to effect such withdrawal promptly.

Section 4. Resolution §5-1-155-0-0-0-1 is amended and superseded by this Resolution to the extent of any conflict.

Section 5. This Resolution shall be effective immediately upon publication.

ROLL CALL OF VOTES:

1.	**Approving Promulgation?**	Yes/Sí
By:		
Name: Tristan M. Monterroso	**Title: Technical Secretary/Council Trustee**	
Caveat(s): Beneficiary of a blind trust holding stock in Honduras Prospera Inc.		

2.	**Approving Promulgation?**	Yes/Sí
By: Erick A. Brimen (Jan 20, 2022 18:36 CST)		
Name: Erick A. Brimen	**Title: Council Secretary/Council Trustee**	
Caveat(s): Stockholder, officer and director in Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		

3.	**Approving Promulgation?**	Yes/Sí
By: Gabriel Delgado Ayau (Jan 20, 2022 19:18 CST)		
Name: Gabriel Delgado Ayau	**Title: Council Trustee**	
Caveat(s): Stockholder, officer and director in Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		

4.	Approving Promulgation?	Yes/Sí
By: oliver porter (Jan 20, 2022 22:30 EST)		
Name: Oliver Porter	Title: Council Trustee	
Caveat(s): Director in an affiliate of Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE		

5.	Approving Promulgation?	Yes/Sí
By: Jeanette Doran (Jan 20, 2022 19:49 EST)		
Name: Jeanette Doran	Title: Council Treasurer/Council Trustee	
Caveat(s): Former attorney and current compliance officer of Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		

6.	Approving Promulgation?	Yes/Sí
By: Duane McNab (Jan 20, 2022 21:07 CST)		
Name: Duane McNab	Title: Council Trustee	
Caveat(s): Shareholder and board observer in Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		

7.	Approving Promulgation?	Yes/Sí
By: Deborah Mills (Jan 20, 2022 18:08 CST)		
Name: Deborah Mills	Title: Council Trustee	
Caveat(s):		

8.	Approving Promulgation?	Open Seat
By:		
Name:	Title:	
Caveat(s):		

9.	Approving Promulgation?	Open Seat
By:		
Name:	Title:	
Caveat(s):		

Technical Secretary Action		
PZ Rule/Action Promulgated with Prior Council Approval?		
By:		Yes/Sí
Name: Tristan M. Monterroso	**Title: Technical Secretary**	
Caveat(s):		
Council Secretary Certification		
Is this record certified as evidencing the official act of the PZ and duly noted in its public records?		Yes/Sí
By: Erick A. Brimen (Jan 20, 2022 18:36 CST)		
Name: Erick A. Brimen	**Title: Council Secretary**	
Caveat(s):		

TECHNICAL SECRETARY PRÓSPERA ZEDE 2018-2025 SECRETARIO TÉCNICO

COUNCIL SECRETARY PRÓSPERA ZEDE 2018-2025 SECRETARIO DEL CONSEJO

Codificación:	§ 5-165-0-0-0-1
Título:	Resolución por la que se aprueba el acuerdo de incorporación modificado y se sustituyen los aspectos conflictivos de la resolución anterior
Fecha de Promulgación:	January 20, 2022/20 de enero de 2022
Autoridad para la Promulgación:	Estatutos y Reglamentos de Próspera ZEDE ("PZ"), según enmendados, §§1-3-36-0-0-0-3.05(4) y/o 3.09(8)

TEXTO OPERATIVO DE LA REGLA/ACCIÓN PZ:

RESUELVE que el Secretario Técnico abajo firmante promulgue, con la aprobación previa de los fideicomisarios del Consejo de Próspera, la siguiente regla/acción:

Sección 1. Se aprueba el acuerdo de incorporación adjunto para la incorporación de 54 parcelas ubicadas en el área comúnmente conocida como Bahía Prístina, Roatán, IB, HN, y se ratifica la firma del Secretario Técnico de acuerdo con la autorización de conflicto del Dr. Byron Schlomach y los méritos del testimonio considerado.

Sección 2. Se aprueba la incorporación de los bienes inmuebles descritos en el acuerdo de incorporación adjunto a la ZEDE de Prospera y se solicita al CAMP que acepte dicha incorporación al régimen ZEDE mediante la inscripción en el Registro Especial de la ZEDE.

Sección 3. La jurisdicción y el título de la propiedad incorporada se considerarán retirados de Prospera ZEDE y del Régimen ZEDE en el caso de que se cumplan las condiciones indicadas para dicho retiro e INVERSIONES SJ, S.A. DE C.V. notifique su decisión de retirarlo dentro del plazo pactado, tal como se establece en el acuerdo de incorporación adjunto; y en tal caso, todos los funcionarios, agencias e instrumentalidades de Prospera ZEDE harán todo lo que esté a su alcance, autoridad y control para efectuar dicho retiro con prontitud.

Sección 4. La Resolución §5-1-155-0-0-1 es modificada y sustituida por la presente Resolución en la medida de cualquier conflicto.

Sección 5. Esta Resolución entrará en vigor inmediatamente después de su publicación.

VOTACIÓN NOMINAL:

1.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: 		
Nombre: Tristan Monterroso	**Título: Secretario Técnico**	
Advertencia(s): Beneficiary of a blind trust holding stock in Honduras Prospera Inc.		

2.	¿Aprobando la Promulgación?	
Por: Erick A. Brimen Erick A. Brimen (Jan 20, 2022 18:36 CST)		Yes/Sí
Nombre: Erick A. Brimen	**Título: Secretario y Fideicomisario del Consejo**	
Advertencia(s): Stockholder, officer and director in Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		

3.	¿Aprobando la Promulgación?	
Por: Gabriel Delgado Ayau Gabriel Delgado Ayau (Jan 20, 2022 19:18 CST)		Yes/Sí
Nombre: Gabriel Delgado Ayau	**Título: Fideicomisario del Consejo**	
Advertencia(s): Stockholder, officer and director in Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		

4.	¿Aprobando la Promulgación?	
Por: Oliver Porter oliver porter (Jan 20, 2022 22:30 EST)		Yes/Sí
Nombre: Oliver Porter	**Título: Fideicomisario del Consejo**	
Advertencia(s): Director in an affiliate of Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		

5.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Jeanette Doran (Jan 20, 2022 19:49 EST)		
Nombre: Jeanette Doran	**Título: Tesorero y Fideicomisario del Consejo**	
Advertencia(s): Director in an affiliate of Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		
6.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Duane McNab (Jan 20, 2022 21:07 CST)		
Nombre: Duane McNab	**Título: Fideicomisario del Consejo**	
Advertencia(s): Shareholder and board observer in Honduras Prospera Inc. which has an indirect interest through a second tier subsidiary in INVERSIONES SJ, S.A. DE C.V.		
7.	**¿Aprobando la Promulgación?**	Yes/Sí
Por: Deborah Mills (Jan 20, 2022 18:08 CST)		
Nombre: Deborah Mills	**Título: Fideicomisario del Consejo**	
Advertencia(s):		

8.	**¿Aprobando la Promulgación?**	**Asiento abierto**
Por:		
Nombre:	**Título:**	
Advertencia(s):		
9.	**¿Aprobando la Promulgación?**	**Asiento abierto**
Por:		
Nombre:	**Título:**	
Advertencia(s):		
Acción de la Secretarío Técnico		
Regla/acción de PZ promulgado con la aprobación previa del Consejo?		
Por: 		Yes/Sí
Nombre: Tristan M. Monterroso	**Título: Secretarío Técnico**	
Advertencia(s):		

Certificación del Secretario del Consejo	
¿Está este registro certificado como evidencia del acto oficial de la PZ y debidamente anotado en sus registros públicos?	Yes/Sí
Por: Erick A. Brimen Erick A. Brimen (Jan 20, 2022 18:36 CST)	
Nombre: Erick A. Brimen	**Título: Secretarío del Consejo**
Advertencia(s):	





Outside Expert - Conflict Clearance

Technical Secretary & Council of Trustees
Próspera ZEDE
Roatan, Bay Islands, Republic of Honduras

J. Byron Schlomach, Ph.D.
Economist & Public Policy Analyst
Oklahoma City, OK USA

RE: Conflict Clearance – Final Pristine Bay Incorporation Agreement

20 January, 2022

Dear Secretary and Council:

I have reviewed the final Próspera ZEDE Incorporation Agreement dated 19 January, 2022 regarding the Pristine Bay property. The incorporation of this property was previously reviewed in November of 2021 for conflict clearance purposes and was approved at that time. The conflict clearance at this time concerns conditions recently negotiated by the current owner of the property for the owner's assent to incorporation of the property.

Basically, the owner has negotiated the right to pick the most advantageous tax and legal structures between Próspera ZEDE and Honduran law with incorporation for as long as the owner possesses the property. The owner will also have the right to withdraw from incorporation should the property not be purchased by Honduras Próspera, Inc. (HPI). In addition, the owner has, for now, a guaranteed seat on the Council of Trustees. This last condition is entirely understandable on the part of the owner given the dominance of the promoter and organizer in the ZEDE's current governance. As more owners within Próspera ZEDE materialize, HPI's influence over governance will wane. Nonetheless, the Pristine Bay property owner's Council vote guarantee from HPI might be viewed with some suspicion by other property owners and potential owners in the future, presenting some risk for HPI. Nonetheless, if HPI is willing to take such risk, it is its choice to make, and is reasonable given the benefits of incorporation of the Pristine Bay property.

I find the incorporation agreement referenced above reasonably free of conflict issues and commercially reasonable.

Sincerely,



Dr. Byron Schlomach
Outside Expert - Conflict Clearance

J. Byron Schlomach, Ph.D.
Phone: 512 971 7490
E-mail: bschlomach@1889institute.org

PRÓSPERA ZEDE

PRÓSPERA
PLATFORM FOR PROSPERITY

January 19, 2022

Próspera ZEDE Incorporation Agreement

Dear Danny Ward McNab Valladares:

Honduras Próspera Inc. formerly known as Honduras Próspera LLC, a Delaware (U.S.A.) corporation doing business in Próspera ZEDE, Republic of Honduras and registered under (e)Resident number 80000000000003, the Promoter and Organizer of Próspera ZEDE, a special economic zone ZEDE regime, (***"Promoter and Organizer"***), through its respective legal representative, submits the following Incorporation Agreement for your review and acceptance (***"Agreement"***).

WHEREAS, this Agreement sets forth the framework for obtaining the consent of the Promoter and Organizer and the approval of the Technical Secretary and the Council of Trustees of Próspera ZEDE (***"Technical Secretary" and "Board" respectively***) to incorporate into Próspera ZEDE certain real property, as more particularly described below, (***the "Property"***), among other terms and conditions;

WHEREAS, the parties acknowledge that Próspera ZEDE provides the optimal property rights, regulatory and fiscal environment for the development and intended use of the Property;

NOW THEREFORE, for valuable consideration, and upon the reasonable reliance of each of the parties hereto upon their respective promises herein, this Agreement is entered into between Inversiones SJ, S.A. de C.V. represented by Danny Ward Mc Nab Valladares and any other undisclosed affiliated entity having the relevant rights and authorities, (***collectively the "Owner"***) and the Promoter and Organizer, to bind the parties to the following specific and general terms and conditions. This Agreement shall be legally binding as of the date it is fully executed by both parties, and adhered to as to Sections 2 and 3 with all due authority by the Technical Secretary and the Próspera ZEDE General Service Provider (***"Effective Date"***).

Section 1. Incorporation. Subject to the approval by resolution of the Technical Secretary and the Council, the parties hereby agree to initiate and consummate the incorporation of the following Real Property into Próspera ZEDE, Republic of Honduras, upon approval by Resolution of the Technical Secretary and the Council of Trustees of Próspera ZEDE of the terms of this Agreement and specifically the guarantees set forth in Section 2 of this Agreement and their

respective formalization and adherence by Próspera's General Service Provider to such legal stability agreement, and in accordance with the terms and conditions of this Agreement: Certain real property and improvements located at what is commonly known as Pristine Bay Resort and Golf Club, on the island of Roatan, Bay Islands; which are described in Exhibit 1 to Schedule A of this Agreement (hereinafter referred to as "The Property"). In addition, the execution of this Agreement by the legal representative of the Developer and Organizer constitutes its consent to the Incorporation of the Property pursuant to Section 2.01(4) of the Próspera Charter on the terms and conditions set forth in this Agreement. The consent of the Promoter and Organizer shall be withdrawn if the Owner does not strictly comply with the terms and conditions set forth in this Agreement. In turn, the Council of Trustees and the Technical Secretary, in the aforementioned Resolution of authorization for incorporation of the Property will authorize the withdrawal of the Property from Próspera ZEDE by the Owner, without the need for further authorization and/or resolution, provided that the conditions set forth in section 2.5 of this Agreement are met. By virtue of which, upon the existence or occurrence of any cause described therein and that this is invoked by the Owner through written notification, Próspera ZEDE, the Próspera ZEDE Property Registry, the Council of Trustees, the Technical Secretary and any authority or representative of Próspera ZEDE shall collaborate by issuing any document, certificate, communication and/or resolution required to proceed to withdraw the registration under the Próspera ZEDE Regime and transfer it to the national Real Estate Property Registry (currently the Property Institute).

Section 2. Legal Stability Agreement. The Technical Secretary, with the prior approval by Resolution of the Technical Secretary and the Council of Trustees of Próspera ZEDE, hereby grants to the Owner the guarantees described below in this Agreement and agrees to include such guarantees under the Community Declaration of Common Interest referred to in the Section of 6 this Agreement, which assurances are listed below:

2.1. Property Rights. The Owner is warranted not less than the full extent of the legal rights relating to the uses, occupancy, dominion ownership and the extent of the conditions and activities permitted to exist, be enjoyed or conducted on, adjacent to or within any part of the Real Property, in connection with the ownership of title to the Real Property on and after the date of Incorporation, as were available in connection with the ownership of title to the Real Property under the national and local laws of the Republic of Honduras in effect outside the spatial scope of Próspera ZEDE immediately prior to the Incorporation. This guarantee shall be construed as a legal stability agreement duly authorized under Articles 12 and 45 of the Organic Law. Accordingly, at the time of and after the Incorporation, when the Owner or the Promoter and Organizer register an appropriate instrument memorializing this Agreement with the ZEDE Land Registry against the title to the Real Property, this legal stability agreement shall run with the title to the Real Property as a covenant thereof, and inure to the benefit of the Owner and the Owner's successors in title.

2.2. No Expropriation. Próspera ZEDE warrants to the Owner that it will not exercise any direct or indirect expropriation powers against the Owner. The Owner and the Property are exempt and warranted against any direct or indirect expropriation action by Próspera ZEDE. This warranty does not extend to any direct or indirect expropriation action by a state entity other than Próspera ZEDE.

2.3. No Liens. Próspera ZEDE warrants to Owner that it will not impose any lien on Owner's Property, other than the Declaration referred to in Section 6 of this Agreement, until the date on which the Investment and Stock Purchase Agreement is fulfilled by CJD and SJBDC. Thereafter, no lien may be placed on the Property without the express written consent of the Owner.

2.4. Residences. Próspera ZEDE guarantees to the Owner that it will not reject applications for electronic or physical residency sponsored by Mr. Danny Ward McNab Valladares, on behalf of the Owner. Exceptions to this guarantee are persons from countries or jurisdictions with economic sanctions from the United States of America, the Republic of Honduras or countries of the European Union; persons designated by OFAC; persons criminally prosecuted by the United States of America, the Republic of Honduras or one of the countries of the European Union; and persons who violate or have violated their Coexistence Agreements. Notwithstanding the immediate enforceability of this guarantee in favor of the Owner, this guarantee shall be in the form of an Annex to the Covenants of Coexistence, which shall be approved by the Trustees by Resolution and made generally and uniformly applicable to all similarly situated persons. The category of similarly situated persons includes all natural or juridical persons who directly or indirectly invest, own, or control assets in excess of Five Million United States Dollars (US$5,000,000.00) in property or business operations within the Próspera ZEDE.

2.5. Right of Withdrawal. It is authorized and guaranteed that the Owner enjoys a right, to be exercised through Danny Ward McNab Valladares or the person that is designated for such effects, to withdraw the Property of the jurisdiction of Próspera ZEDE and to return it to the national legal regime of Honduras by means of electronic communication to the Technical Secretary and Secretary of the Council of Trustees of Próspera ZEDE. This right or prerogative of the Owner will be able to be exercised of full right by the Owner, without need of judicial or arbitral declaration, as long as the communication is made within the one hundred twenty (120) days following the fulfillment of any of the following conditions:

2.5.1. That *St. John's Bay Development Company, S. de R.L. ("SJBDC")* does not make the Four Payment Advances in favor of *Cheryl Fay Jackson Dixon and Diangelo Warrick McNab Jackson ("CJD")* in accordance with the terms and conditions set forth in the Terms and Conditions Agreement for the Incorporation of the Owner's Real Estate to the ZEDE Próspera Regime dated January 17, 2022.

2.5.2. In the event that there is a direct or indirect expropriation by the State of Honduras of the investments made by SJBDC or Honduras Próspera, Inc. in the

Property, declared by a competent arbitral tribunal, or that any of these officially recognizes or files an administrative, judicial or arbitral expropriation claim arguing the indirect expropriation of such investments as a result of the refusal of the State of Honduras to respect the rights, guarantees, privileges and procedures that grants and has granted the Zones for Employment and Economic Development regime. Indirect expropriation is understood as when the investor retains title to its investment, but the State of Honduras has adopted measures that interfere with its use, enjoyment and enjoyment in a manner that causes effects equivalent to an expropriation or nationalization.

2.5.3. In the event that SJBDC fails to comply with CJD's Put Option or the payment of the Purchase Price for the Shares in accordance with the deadlines, terms and conditions set forth in the Investment and Stock Purchase Agreement entered into on March 23, 2021, the Shareholders' Agreement entered into on September 30, 2021, or the Terms and Conditions Agreement for the Incorporation of the Owner's Real Estate into the ZEDE Próspera Regime dated January 17, 2022.

2.5.4. In case of breach by Próspera ZEDE or the Promoter and Organizer of this Legal Stability Agreement.

Procedure: The right of withdrawal may be exercised exclusively in the cases described above. In the event that any of the above conditions are met and the Owner notifies the withdrawal of the Property from Próspera ZEDE within the agreed period, the Council of Trustees, the Technical Secretary and the Property Registry of Próspera ZEDE will provide the necessary assistance to the Owner, providing the certifications and/or resolutions required for the Owner to reopen the Property's registry entries at the Property Institute.

2.6. Validity of agreements contemplated by the Enforceable Extrajudicial Instrument executed by Honduras Próspera Inc., the Owner and the shareholders of the Owner (the "Honduras Enforceable Extrajudicial Title"). Próspera ZEDE declares that all of its internal authorities and its Land Registry have carefully read the Honduran Enforceable Extrajudicial Title, and unanimously conclude that it is valid and legally enforceable, and that the appointment of a Honduran court is valid, different from the special jurisdiction of the ZEDE, as the competent arbitral forum, and, therefore, any judgment rendered by such Honduran court for the enforcement of such Honduran Extrajudicial Enforcement Title is equivalent to a fully enforceable arbitral award in Próspera ZEDE. Próspera ZEDE warrants that all agreements contemplated under the Honduran Extrajudicial Enforcement Title **(i)** are valid and legally enforceable under the national law of Honduras and the law of Próspera ZEDE; **(ii)** that any judgment rendered by a Honduran court in an enforcement proceeding, previously selected as an arbitral forum by the parties, ordering the performance of the obligations owed by the parties thereto is enforceable in Próspera ZEDE; **(iii)** that Próspera ZEDE will enforce any judgment rendered by a Honduran court, previously selected as arbitrator, with respect to the obligations contained in the Honduran Enforceable

Extrajudicial Title; **(iv)** that the submission of the parties to the Honduran Enforceable Extrajudicial Title to the national law of Honduras and to the jurisdiction of the courts of Honduras, as forum selected by the parties is legal and binding on the parties both in the national legal regime and in the regime of Próspera ZEDE.

In any event, the decision of the Honduran court selected as arbitral forum ordering the removal of the Real Property from the jurisdiction of Próspera ZEDE shall give effect to the Resolution, which shall be approved by the Council of Trustees and published together with this Agreement, authorizing the removal of the Real Property. Accordingly, the order of the court selected as arbitrator ordering the removal of the Property because any of the conditions set forth in Section 2.5 of this Agreement have been met shall immediately cause the Resolution authorizing such removal to become effective.

Section 3. Tax Policy. Subject to the adherence by Próspera's General Service Provider (as Tax Commissioner) and the Technical Secretary to this Tax Policy Legal Stability Agreement, pursuant to Sections 12 and 45 of the Organic Law and Section 3(4) of Próspera's 2019 Tax Statute, as ratified by Resolution of the Technical Secretary and the Council approving this Agreement, the Owner shall enjoy the following guarantees: the overall tax burden of the Owner, its successors and affiliates for majority ownership or control of the ownership of real property, the operation of a business, or the transaction of goods or services shall never be greater than the tax burden that would have been imposed by the national and local laws of the Republic of Honduras within the boundaries of the Property, if the Property were not incorporated within the jurisdiction of Próspera ZEDE.

To this effect, the Owner may choose the tax regime of the Republic of Honduras that it deems most convenient for its objectives, including, but not limited to the ordinary tax regime or that of Próspera ZEDE, Free Zones, Tourist Free Zones, Tourism Promotion, or others. Nevertheless, the election of any of the special regimes entails not only its benefits, but also its obligations, having to apply and comply with the same tax burdens or obligations with which the companies that operate in such regimes must comply, including those of acting as receiving and withholding agent of the taxes and their rates that would correspond under the chosen regime (e.g., ISV, tourist tax, income tax withholdings, etc.), which will be paid to the tax authorities of Próspera ZEDE, in accordance with the Próspera Charter. The parties will agree on the periodicity in which a change of tax regime can be made.

In addition to the above, and in order to protect the tax base of the State of Honduras as required by Article 8.01(2) of the Próspera ZEDE Charter and Legislative Decree No. 68-2021, the Owner shall continue to pay the same nominal amounts that it has been paying in taxes to the Municipalities and the National Government, based on the annual average of the last five (5) years. The tax administration of Próspera ZEDE will generate a tax report in order to determine the taxes that the Owner must continue paying to the municipal and national government, within one hundred and twenty (120) business days following the

formalization of this agreement. The Owner may object to the tax opinion presented by the tax administration of Próspera ZEDE within the following twenty (20) business days and request its amendment, providing the corresponding analysis and evidence. In case of disagreement, the parties may resolve their disputes before the Default Arbitration Service Provider of Próspera ZEDE or before the International Dispute Resolution Center of the American Arbitration Association, at the option of the Owner.

Section 4. Incorporation Authority and Procedure. The following steps shall be undertaken and completed by the Owner to incorporate the Property into Próspera ZEDE:

(a) If such disclosures have not already been made, the Owner shall disclose its plans for the development and use of the Property to the Promoter & Organizer for the purpose of determining the impact of the legal stability agreements contemplated in Sections 2 and 3 of this Agreement, the impact on existing services and infrastructure from the development and use of the Property, and estimated fiscal impact of resulting economic activity.

(b) The Owner and any eventual title holding entity for the Property must cooperate with the standard regulatory onboarding procedures of Próspera ZEDE promptly upon request from the Promoter & Organizer.

(c) The Owner must retain a Honduran Notary who will work cooperatively with the Promoter & Organizer and with receptivity to guidance and supervision from the Promoter & Organizer's inhouse legal counsel and local law firm representatives (using templates provided by the Promoter & Organizer) to undertake and complete the following services on behalf of Owner and any title holding entity with respect to the Property:

1. preparing and submitting to the Special Registry of the Committee for the Adoption of Best Practices ("CAMP") a notarized sworn declaration of intent to transfer dominio pleno title to the Property (full clean title) to the CAMP special registry, the ZEDE regime of Próspera ZEDE, as well as, upon CAMP approval, preparing necessary forms to register title and registering title with the Próspera ZEDE Property Registry;
2. for a thirty (30) day period thereafter: (i) posting of each parcel of the Property with at least three (3) signs declaring the registration of the Property in the Special Registry and incorporation of the Property into Próspera ZEDE, as well as (ii) running at least three (3) advertisements on separate days through at least two (2) national media outlets (radio, TV or newspaper);
3. submitting to National Property Institute of the Republic of Honduras a notarized sworn petition requesting closing of title entries and transfer of title to the Property to the Prospera ZEDE Property Registry using a form provided by the Promoter & Organizer;
4. coordinating the creation of the National Property Institute final survey of the Property on the ground;

5. coordinating the transmission of the National Property Institute's petition determination and surveys to local registrar;
6. submitting to local registrar notarized sworn petition requesting closing of local title entries and transfer of title to Property to Prospera ZEDE Property Registry; and
7. submitting the local registrar's petition determination decree allowing the closing of title entries and transfer of title to the Property, together with all underlying documents, to perfect the registration of title to the Property with the Próspera ZEDE Property Registry Registrar.

Section 5. Impact and Service Fees. The Owner promises to pay the following amounts as impact and service fees for the Incorporation: (a) reimbursement of incurred expenses such as fees for notary services, petitions, surveys, postings, publications and other reasonable and necessary incidentals incurred by the Promoter & Organizer based on monthly invoicing by the Promoter & Organizer for its services in facilitating the Incorporation, not to exceed TWENTY THOUSAND AND NO/100THS DOLLARS U.S. ($20,000.00 USD) in the aggregate; (b) to prepay SIX THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS U.S. ($6,500.00 USD) upon registration of title to the Property with the Próspera Property Registry by wire to the Próspera Trust on behalf of Próspera ZEDE towards the e-Gov license fees of FIFTY (50) eResidencies, in exchange for the right to request that the Próspera Trust apply such prepayment as a credit towards the e-Gov license fees of designated third parties applying for eResidency; (c) to prepay FIFTY THOUSAND AND NO/100THS DOLLARS U.S. ($50,000.00 USD) on or before registration of title to the Property with the Próspera Property Registry by wire to the Próspera Trust on behalf of Próspera ZEDE towards the purchase of Type 1 Marketable Tax Credits; and (d) to pay upon demand and invoicing from the Próspera Trust on an annual basis such proportion of the CAMP annual oversight fee due from Próspera ZEDE as is equal to the ratio of the acreage of the Property to the total amount of acreage of real property incorporated into Próspera ZEDE at the time of Incorporation.

Section 6. Common Interest Community Declaration Consent. Pursuant to Section 11.10(1)-(5) of the Próspera Charter, immediately upon recording title to the Property with the Próspera ZEDE Property Registry, the Owner, or the applicable entity holding title, as Declarant, and the Developer and Organizer shall separately complete, execute and record an instrument in accordance with the Próspera ZEDE Property Registry, the Declaration of Covenants, Conditions, Easements and Restrictions attached hereto as Exhibit A.

Section7 . Miscellaneous Provisions.

(a) **Guarantee of the Promoter and Organizer. Seat on the Council of Trustees**. The Promoter and Organizer warrants to the Owner that it will exercise all of its powers and prerogatives under the Próspera Charter to have one of the seats on the Próspera Council of Trustees filled by a representative of the

Owner, as designated by Mr. Danny Ward Mc Nab Valladares. Likewise, the Owner shall have the right to appoint two observers to the Próspera ZEDE Council of Trustees, this right of appointment shall be exercised personally by Mr. Danny Ward Mc Nab Valladares on behalf of the Owner. The Owner shall maintain this right or guarantee for the term of the "Investment and Stock Purchase Agreement" executed between the shareholders of the Owner on March 23, 2021. This provision may be fulfilled through the procedure for the selection of trustees by the landowners of Próspera ZEDE, pursuant to the Próspera Charter; in this case, the Owner shall assign its votes to the nomination of its designee to the Council of Trustees and the Promoter and Organizer of Próspera ZEDE shall assign as many votes at its disposal as are necessary to ensure the selection of the Owner's nominee.

(b) Owner's Warranty. Owner warrants and covenants: (1) the Owner owns and shall continue to hold fee simple title to the Real Property, or otherwise obtain the written and recordable consent to the Incorporation by any person claiming an interest in the Real Property; (2) the Real Property was not acquired directly or indirectly through the use of expropriation or any exercise of eminent domain by any sovereign body; and (3) the Real Property is located within one or more of the departments identified in Article 39 of the Organic Law and as of the date of execution below qualifies and shall continue to qualify as low density under the ZEDE Organic Law until the incorporation of the Real Property into Próspera ZEDE has been completed or is deemed infeasible by the Developer and Organizer.

(c) Information Rights and Duties. The parties will cooperate with each other in sharing all material information within their possession or control relevant to performing this Agreement in good faith. Additionally, the parties shall not ever make, cause, authorize or assist others in making, or endorse any disparaging, defamatory, disrespectful, demeaning, and/or insulting or negative remarks or statements (whether oral, written, or otherwise) concerning the other and/or their affiliates. Further, by executing this Agreement, the parties agree that no press and other publicity release or communication to the general public in connection with its subject matter will be issued without the prior written approval of Promoter & Organizer. All information, studies and reports relating to the subject matter of this Agreement obtained by Owner from Promoter & Organizer shall remain strictly confidential, and shall not be disclosed to anyone other than the parties, the parties' attorneys and executive management, the parties' existing and prospective investors, third parties who need to know about this transaction in order to consummate it, and either party's lenders; and such information, studies and reports shall be used by solely to conduct negotiations between the parties and discharge contractual obligations hereunder. The parties shall take such action and establish such policies and procedures as are reasonably necessary to ensure that this confidentiality obligation is strictly observed by their representatives, attorneys, agents, principals, brokers, and affiliates. This Confidentiality Covenant is in addition to and cumulative of any other such agreement between the parties; and all of such agreements between the parties shall be interpreted to ensure maximum confidentiality and civility in regard to their subject matters.

(d) Time is of the essence for this Agreement.

(e) Termination. This Agreement may be terminated, without further obligation, by the Promoter & Organizer upon notice to Owner at any time that it determines in its reasonable good faith judgment that the contemplated Incorporation cannot be feasibly completed.

(f) No Assignment. This Agreement shall not be assigned, sold, pledged or otherwise transferred by either party, in whole or in part, without the prior written consent of the other party.

(g) English and Ordinary Meaning Controls. In the event of conflict between the English and Spanish translations of this Agreement, the English version shall control. Further, as the parties are sophisticated in commercial and business transactions, this Agreement shall be construed in accordance with its ordinary meaning without any rule of construction favoring or disfavoring either party. Furthermore, the Owner is admonished to seek the advice of independent legal counsel before executing this Agreement or any power of attorney.

(h) Exclusivity of Incorporation. The Owner shall not request or cause, directly or indirectly, the incorporation of the Property into any special economic zone, municipality or ZEDE regime other than Próspera ZEDE until the earlier of the date on which the Promoter and Organizer terminates this Agreement, the conditions set forth in Section 2.5 of this Agreement are met, or by unanimous agreement of the shareholders of the Owner.

(i) Choice of Law and Forum. Regardless of where this Agreement may be enforced by either party hereto, the parties expressly agree that this Agreement shall be interpreted and construed in accordance with the Próspera ZEDE Rules, Republic of Honduras, published at https://pzgps.hn/ except as expressly set forth in prior agreements hereto. Except as expressly set forth in prior contracts hereunder, arbitration shall be the exclusive means of resolving any dispute, controversy or claim arising out of, relating to, or involving all or any part of this Agreement, subject to the terms and conditions of the Community Declaration of Common Interest referred to in the Section 6 of this Agreement, once recorded in the Próspera ZEDE Property Registry. Any arbitration initiated pursuant to this provision shall be administered by the International Dispute Resolution Center of the American Arbitration Association. The parties shall submit to arbitration by a single arbitrator and shall reach consensus on the identity of such arbitrator from a list of qualified arbitrators provided by the American Arbitration Association within thirty (30) days of notice of the request for arbitration. The parties shall submit their dispute to the determination of a single arbitrator and shall reach a consensus on the identity of such arbitrator from a list of qualified arbitrators provided by the American Arbitration Association within thirty (30) days of service of a demand for arbitration under this provision. If the parties fail to agree, the American Arbitration Association may unilaterally and in its sole discretion assign a qualified neutral arbitrator to preside over the arbitration. The language of the arbitration shall be English or Spanish, as decided by the parties. The parties agree that any arbitration award and the resulting judgment on the award may be and shall be enforced by appropriate legal process in any court system of competent jurisdiction, and the parties agree to submit to such

jurisdiction for purposes of execution and enforcement. Except as expressly set forth in prior contracts hereto, the substantive law governing the proceeding shall be that of the Próspera ZEDE, Republic of Honduras, in accordance with the Roatan Common Law Code, excluding choice of law provisions. The parties and their witnesses shall have the right to appear electronically by Skype or its equivalent. The language to be used in the arbitration proceedings shall be English and Spanish, or as mutually agreed. The arbitral tribunal shall issue its final decision no later than six (6) months from the commencement of the arbitration proceedings. The prevailing party may seek judgment or appropriate injunctive relief from any court of competent jurisdiction to confirm an arbitration award rendered under this Agreement, as may be necessary to secure its enforcement. Notwithstanding the foregoing, Próspera ZEDE acknowledges that there are obligations to perform and warranties contained in this Agreement that form part of the Honduran Enforceable Extrajudicial Title and that it has submitted to Honduran law and to the jurisdiction of Honduran courts selected by the parties as arbitrators, and for the exclusive purpose of its enforcement, by virtue of which it acknowledges that with respect to the contents of the aforementioned title and for the exclusive effects of its forced execution, the submission to law and jurisdiction agreed therein has priority over the present agreement by virtue of having been perfected prior to this one and for having been perfected prior to the incorporation of the Property by the Owner.

(j) Conversion of Title. Upon incorporation of the Real Property into Próspera ZEDE, the parties, for themselves and on behalf of their successors in interest, agree that the nature of the Owner's right, title and interest in the Real Property, including any subdivision thereof, shall thereafter be deemed converted from those associated with the freehold title under the national and local laws of the Honduran territory outside the spatial scope of Próspera ZEDE immediately prior to incorporation, to those included in title to a freehold estate under Roatan Common Law Code, §§2-3-4-0-1-0-1001, et seq, as amended from time to time ("RCLC"), as authorized by the Próspera Charter, §§1-1-3-36-0-0-1. 01, et seq, and the Organic Law of the ZEDE, which includes Articles 294, 303 and 329 of the Constitution of the Republic of Honduras, as adopted by Legislative Decree No. 236-2012 (January 24, 2013), as well as Legislative Decree No. 120-2013, (September 6, 2013), and Legislative Decree No. 368-2013 (January 24, 2014), of the National Congress of Honduras; with Próspera ZEDE being legally bound to recognize in perpetuity, or in the absence thereof for the longest period of time permitted by law, such right, title and interest of the Owner and its successors in interest in the Real Property, including any subdivision thereof, as is implied by such common law ownership of a freehold estate, subject to the terms and conditions of the Community Declaration of Common Interest contemplated in Section 4, as of such incorporation.

(k) Entire Agreement. This writing, including its Exhibits, represents the sole, final, complete, and integrated expression and statement of the terms of this Agreement between the parties hereto. This Agreement may only be modified by a subsequent written agreement executed by both parties.

(l) No Waiver of Rights. Any waiver, at any time, by either party of its rights in connection with a breach or default of this Agreement shall not be deemed a waiver of any other breach or default.

(m) Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, such part shall be severed and the remaining parts shall continue in full force and effect and shall be fully binding, unless either party is substantially deprived of the benefit of the bargain. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that, by limiting the scope or application of such provision, rather than eliminating it, it would become valid and enforceable, then such provision shall be deemed to be drafted, interpreted and applied in accordance with such limitation.

(n) Equitable Remedy. In the event of such breach, Owner and/or Developer and Organizer may, in addition to any other remedies available to it, obtain compelled or specific performance and/or injunctive relief enjoining the other Party and all those acting in concert with such Party from breaching such provisions, and to enforce or prevent any violation of the provisions of this Agreement. The Parties shall not be required to post a bond to protect against an injunctive injunction (whether temporary, preliminary or permanent) at any stage of the arbitration or litigation. The Developer and/or Organizer waives injunctive relief against the Property during the term of this Agreement.

(o) Regulatory Compliance. To the extent they are or will be subject to the regulatory jurisdiction of Próspera ZEDE, the parties do not consider themselves to be Regulated Industry Persons under section 2(n) of the Próspera Industry Regulation Statute. However, the parties reserve the right to subsequently declare and modify a Regulatory Election pursuant to Sections 3 and 4 of the Próspera Industry Regulatory Statute, at any time and in their sole discretion, by notice to the other, which notice the parties hereby agree shall be deemed to be an amendment to this Agreement in the form of an addendum upon the entry of an appropriate instrument.

(p) Severability Clause of Rule Against Perpetuities. If and to the extent that any of the covenants, conditions, restrictions, interests, interests, powers or rights established, created or granted hereby shall otherwise be unlawful or void for violation of (1) the rule against perpetuities, (2) the rule restricting restrictions on alienation, or (3) any other applicable rule analogous thereto or otherwise imposing limitations on the time during which such covenants, conditions, restrictions, interests, interests, powers or rights may be valid, then the provisions in question shall continue and survive only until the later of (i) the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all legitimate descendants, living as of the Effective Date of this Declaration, of Lionel Andres Messi; or (ii) eighty (80) years after the Effective Date.

(q) Notification. All notices, requests, consents, waivers and other communications required or permitted hereunder shall be in writing and shall be deemed duly given if sent by e-mail to the recipient's (e)Resident e-mail address or to any other address designated for the receipt of notices. All notices, consents, waivers or other communications required or permitted hereunder shall be addressed as set forth

after its signature below or to such other addressee(s)/address(es) as either party may designate in writing.

IN WITNESS WHEREOF THE PARTIES HERETO AGREE TO THE FOREGOING:

Promoter & Organizer: ~~Honduras Próspera~~ Inc.

Signature: _____

Erick A. Brimen Date 20/01/2022
Position: General Manager

Owner: Inversiones SJ, S.A. de C.V.

Firma: _____

Danny Ward McNab Valladares Date 20/01/2022
Position: Chairman of the Board

Accession pursuant to Sections 2 and 3 of this Agreement, as authorized by Resolution of the Technical Secretary and the Council of Trustees of Próspera ZEDE

Thriving ZEDE

Signature: _____ 20/01/2022

Tristan M. Monterosso Date
Position: Technical Secretary

Próspera's General Service Provider: North Bay GSP, Inc.

Signature: _____

Steven Namanny Date
Position: ZEDE Manager

ANNEX
REAL ESTATE TO BE INCORPORATED

1) Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT ONE HUNDRED AND FIVE (105)** with an area of **TWO HUNDRED AND FIFTY THREE POINT ZERO ONE SQUARE METERS (253.01 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO SEVEN SEVEN SEVEN SEVEN SEVEN (1101043090777) and with registration number **SEVEN HUNDRED SIXTY ONE THOUSAND SIX HUNDRED NINETY SIX (761696)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **2)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT ONE THOUSAND THREE HUNDRED TWELVE (1312)** with an area of **TWO HUNDRED TEN POINT ZERO ZERO SQUARE METERS (210.00 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT SEVEN NINE (1101043090879) and with registration number **ONE MILLION EIGHTEEN THOUSAND FOUR HUNDRED THREE (1018403)** entry **CATORCE (14)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **3)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT THREE THOUSAND THIRTEEN (3013)** with an area of **SEVEN HUNDRED SEVENTY TWO POINT ZERO ZERO SQUARE METERS (772.00 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR FOUR ZERO ZERO NINE NINE TWO EIGHT EIGHT ZERO (1101044092880) and with registration number **SIX HUNDRED ONE THOUSAND TWO HUNDRED NINETY ONE (601291)** entry **THIRTEEN (13)** of the Bay Islands Registry Office of the Property Institute. **4)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT THREE THOUSAND AND FOURTEEN (3014)** with an area of **SEVEN HUNDRED AND TWENTY-NINE POINT ZERO ZERO SQUARE METERS (729.00 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR FOUR ZERO ZERO NINE NINE TWO EIGHT NINE ZERO (1101044092890) and with registration number **SIX HUNDRED ONE THOUSAND TWO HUNDRED NINETY TWO (601292)** entry **THIRTEEN (13)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **5)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FOUR THOUSAND SEVEN (4007)** with an area of **SEVEN HUNDRED SIXTEEN SIXTEEN POINT ZERO ZERO SQUARE METERS (716.00 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR FOUR FOUR ZERO NINE NINE NINE TWO TWO NINE ZERO (1101044092290) and with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED (601300)** entry **THIRTEEN (13)** of the Bay Islands Registry Office of the Property Institute. **6)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FOUR THOUSAND FORTY THREE (4043)** with an area of **SEVEN HUNDRED NINETY NINETY FIVE POINT ZERO ZERO SQUARE METERS (795.00 M2)** cadastral code ONE ONE ONE ONE ZERO ONE

ZERO ONE ZERO ONE ZERO FOUR FOUR FOUR ZERO NINE NINE TWO SIX SIX ZERO (1101044092660) and with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED THIRTY EIGHT (601338)** entry **THIRTEEN (13)** of the Bay Islands Registry Office of the Property Institute. **7)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FOUR THOUSAND AND FORTY FOUR (4044)** with an area of **SEVEN HUNDRED AND FOURTEEN HUNDRED AND FOURTEEN POINT ZERO ZERO METERS SQUARE (714.00 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR FOUR FOUR ZERO NINE NINE TWO SIX SIX SEVEN ZERO (1101044092670) and with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED THIRTY NINE (601339)** entry **THIRTEEN (13)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **8)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND ONE (5001)** with an area of **SEVEN HUNDRED NINETY NINE HUNDRED NINETY NINE POINT ZERO FIVE SQUARE METERS (799.05 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO SEVEN SEVEN EIGHT SIX (1101043090786) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FORTY EIGHT (802448)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **9)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND TWO (5002)** with an area of **SEVEN HUNDRED THIRTY FIVE POINT EIGHT HUNDRED EIGHTY EIGHT SQUARE METERS (735.88 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO SEVEN SEVEN EIGHT SEVEN (1101043090787) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FORTY NINE (802449)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **10)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THREE (5003)** with an area of **SIX HUNDRED EIGHTY TWO POINT FIFTY SQUARE METERS (682.50 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO SEVEN SEVEN EIGHT EIGHT (1101043090788) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY (802450)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **11)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND FOUR (5004)** with an area of **SIX HUNDRED SEVENTY FIVE POINT THIRTY NINE SQUARE METERS (675.39 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO SEVEN SEVEN EIGHT NINE (1101043090789) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY ONE (802451)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **12)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND EIGHT (5008)** with an area of **SEVEN HUNDRED SIXTY SIX POINT EIGHTY TWO SQUARE METERS**

(766.82 M2) cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE NINE ZERO SEVEN NINE NINE THREE (1101043090793) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY FIVE (802455)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **13)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND NINE (5009)** with an area of **SEVEN HUNDRED TWENTY FOUR POINT EIGHT HUNDRED AND EIGHTY SQUARE METERS (724.80 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO SEVEN NINE NINE FOUR (1101043090794) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY SIX (802456)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **14)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND AND TEN (5010)** with an area of **SIX HUNDRED NINETY NINETY FOUR POINT TEN SQUARE METERS (694.10 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE NINE ZERO SEVEN NINE NINE FIVE (1101043090795) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY SEVEN (802457)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **15)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND ELEVEN (5011)** with an area of **SEVEN HUNDRED NINETY-EIGHT POINT FORTY-FOUR SQUARE METERS (798.44 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE NINE ZERO SEVEN NINE NINE SIX (1101043090796) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY EIGHT (802458)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **16)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND TWELVE (5012)** with an area of **EIGHT HUNDRED NINETY FIVE POINT SIXTY TWO SQUARE METERS (895.62 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE NINE ZERO SEVEN SEVEN NINE SEVEN (1101043090797) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY NINE (802459)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **17)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTEEN (5013)** with an area of **EIGHT HUNDRED FIFTEEN POINT FIFTY-EIGHT SQUARE METERS (815.58 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE NINE ZERO SEVEN NINE NINE EIGHT (1101043090798) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SIXTY (802460)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **18)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND AND FOURTEEN (5014)** with an area of **SEVEN HUNDRED AND THIRTY**

SIX POINT SIXTY SQUARE METERS (736.60 M2) cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE NINE ZERO SEVEN NINE NINE NINE NINE (1101043090799) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SIXTY ONE (802461)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **19)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND EIGHTEEN (5018)** with an area of **SIX HUNDRED NINETY-EIGHT POINT THIRTY-SEVEN SQUARE METERS (698.37 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT ZERO ZERO THREE (1101043090803) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SIXTY FIVE (802465)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **20)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND EIGHTEEN (5019)** with an area of **NINE HUNDRED FORTY TWO POINT ELEVEN SQUARE METERS (942.11 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT ZERO FOUR (1101043090804) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SIXTY SIX (802466)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **21)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND AND TWENTY (5020)** with an area of **SEVEN HUNDRED AND NINETY SEVEN POINT EIGHTY SEVEN SQUARE METERS (797.87 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT ZERO ZERO FIVE (1101043090805) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SIXTY SEVEN (802467)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **22)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND TWENTY ONE (5021)** with an area of **SEVEN HUNDRED TWENTY TWO POINT ZERO SIX SQUARE METERS (722.06 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT ZERO ZERO SIX (1101043090806) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SIXTY EIGHT (802468)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **23)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND TWENTY TWO (5022)** with an area of **SEVEN HUNDRED FORTY SEVEN POINT FORTY EIGHT SQUARE METERS (747.48 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT ZERO ZERO SEVEN (1101043090807) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SIXTY NINE (802469)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **24)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND TWENTY THREE (5023)** with an area of **FIVE HUNDRED EIGHTEEN HUNDRED EIGHTEEN POINT FORTY EIGHT**

SQUARE METERS (518.48 M2) cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT ZERO EIGHT ZERO EIGHT (1101043090808) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SEVENTY (802470)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **25)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND TWENTY FIVE HUNDRED AND FIVE HUNDRED AND TWENTY FIVE THOUSAND TWENTY FOUR (5024)** with an area of **FIVE HUNDRED AND TWENTY NINE POINT THIRTY SQUARE METERS (529.30 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT ZERO NINE (1101043090809) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SEVENTY ONE (802471)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **26)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY TWO (5032)** with an area of **ONE THOUSAND TWENTY TWO POINT SIXTEEN SQUARE METERS (1,022.16 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT ONE SEVEN (1101043090817) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED SEVENTY NINE (802479)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **27)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY THREE (5033)** with an area of **ONE THOUSAND FORTY FOUR HUNDRED AND FOURTY FIVE SQUARE METERS (1,044.45 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT ONE EIGHT (1101043090818) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY (802480)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **28)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY FOUR (5034)** with an area of **ONE THOUSAND TWO HUNDRED THIRTY SIX POINT SEVENTY NINE SQUARE METERS (1,236.79 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO EIGHT EIGHT ONE NINE (1101043090819) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY ONE (802481)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **29)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY FIVE (5035)** with an area of **NINE HUNDRED ELEVEN POINT SIXTY TWO SQUARE METERS (911.62 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT TWO ZERO (1101043090820) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY TWO (802482)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **30)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY SIX (5036)**

with an area of **NINE HUNDRED SIXTY THREE POINT FOURTEEN SQUARE METERS (963.14 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT TWO ONE (1101043090821) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY THREE (802483)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **31)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY SEVEN (5037)** with an area of **ONE THOUSAND POINT FORTY FIVE SQUARE METERS (1,000.45 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT TWO TWO (1101043090822) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY FOUR (802484)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **32)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY EIGHT (5038)** with an area of **ONE THOUSAND NINETY NINE POINT FORTY SQUARE METERS (1,099.40 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO EIGHT EIGHT TWO THREE (1101043090823) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY FIVE (802485)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **33)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND THIRTY NINE (5039)** with an area of **ONE THOUSAND FIFTY SEVEN POINT ZERO ZERO METERS SQUARED (1,057.00 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO EIGHT EIGHT TWO FOUR (1101043090824) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY SIX (802486)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **34)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND FORTY (5040)** with an area of **EIGHT HUNDRED SEVENTY-NINE POINT EIGHTY SQUARE METERS (879.80 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO EIGHT EIGHT TWO FIVE (1101043090825) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY SEVEN (802487)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. **35)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND FORTY ONE (5041)** with an area of **NINE HUNDRED EIGHTY TWO POINT TWENTY TWO SQUARE METERS (982.20 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT TWO SIX (1101043090826) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY EIGHT (802488)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **36)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated **LOT FIVE THOUSAND FORTY TWO (5042)** with an area of **ONE THOUSAND TWO HUNDRED**

EIGHT HUNDRED EIGHTY EIGHT POINT SEVENTY SIX SQUARE METERS (1,288.76 M2) cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO EIGHT EIGHT TWO TWO SEVEN (1101043090827) and with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED EIGHTY NINE (802489)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. **37**) Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahia, Republic of Honduras, with a registry remainder of **SIX HUNDRED NINETY NINETY THREE THOUSAND SEVEN HUNDRED ELEVEN POINT SEVENTY ONE SQUARE METERS (693,711.71 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO ZERO NINE ZERO TWO THREE SEVEN (1101043090237) and with registration number **THREE HUNDRED SIXTY SIX THOUSAND AND SIXTY SEVEN (366019)** seat **SIXTY SEVEN (67)** of the Bay Islands Registry Office of the Property Institute. The lot of land has an Easement of Transit in favor of the Pristine Bay Hotel Development Group, S.A. under entry thirty-two (32) of the aforementioned registration. **38**) Lot of land located in French Harbour, Roatán, Department of Islas de la Bahía, Republic of Honduras, with an area of **THREE THOUSAND THREE HUNDRED AND TWENTY ONE POINT FOURTEEN SQUARE METERS (3,321.14 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO ZERO ZERO ZERO ZERO TWO (1101043090002) and with registration number **THREE HUNDRED SIXTY FIVE THOUSAND EIGHT HUNDRED SIXTY THREE (365863)** seat **TWENTY TWO (22)** of the Bay Islands Registry Office of the Property Institute. The lot of land has an Easement of Transit in favor of the Pristine Bay Hotel Development Group, S.A. under entry nine (9) of the aforementioned registration. **39**) Lot of land located in French Harbour, Roatán, Department of Islas de la Bahía, Republic of Honduras, with an area of **EIGHTY ONE THOUSAND SIX HUNDRED AND SIXTY TWO SQUARE METERS (81,632.62 M2).62 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO ZERO ZERO ZERO SEVEN FOUR (1101043090074) and with registration number **THREE HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED TWENTY EIGHT (367828)** seat **TWENTY TWO (22)** of the Bay Islands Registry Office of the Property Institute. The lot of land has an Easement of Transit in favor of the Pristine Bay Hotel Development Group, S.A. under entry nine (9) of the aforementioned registration. **40**) Lot of land located in Big Bight Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, with an area of **ONE HUNDRED THOUSAND EIGHT HUNDRED EIGHTY EIGHT SQUARE METERS (100,834.88 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR THREE ONE ZERO ZERO ZERO ONE ONE ONE ONE FOUR (1101043100114) and with registration number **THREE HUNDRED SIXTY FOUR THOUSAND NINE HUNDRED EIGHTY NINE (364989)** seat **TWENTY TWO (22)** of the Bay Islands Registry Office of the Property Institute. The lot of land has an easement of transit in favor of the Pristine Bay Hotel Development Group, S.A. under entry nine (9) of the above mentioned registration. **41)** Lot of land located in Big Bight Crawfish Rock, Roatán, Department of Islas de la Bahia, Republic of Honduras, with an area of **TWO HUNDRED TWO THOUSAND ONE HUNDRED NINETY FIVE POINT ZERO EIGHT SQUARE METERS (202,195.08 M2)** cadastral code ONE ONE

ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ONE ONE ZERO ZERO ZERO ZERO ZERO FIVE (1101043100005) and with registration number **THREE HUNDRED SIXTY FOUR THOUSAND NINE HUNDRED SEVENTY EIGHT (364978)** seat **TWENTY TWO (22)** of the Bay Islands Registry Office of the Property Institute. The lot of land has an easement of transit in favor of the Pristine Bay Hotel Development Group, S.A. under entry nine (9) of the above mentioned registration, as well as a mortgage in favor of Mercom Bank Ltd. and Banco Agromercantil de Guatemala, S.A., under entry number twenty-three (23) of the above mentioned registration. under entry number twenty-three (23) of the above mentioned registration; **42)** Lot of land located in Big Bight Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, with an area of **ONE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED SIXTY SIXTY POINT FOURTEEN SQUARE METERS (178,960.14 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ONE ZERO ZERO ZERO ZERO ZERO FIVE FIVE SIX (1101043100056) and with registration number **THREE HUNDRED SEVENTY FIVE THOUSAND EIGHTEEN (375017)** seat **FIFTEEN (15)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. The lot of land has an easement of transit in favor of the Pristine Bay Hotel Development Group, S.A. under entry five (5) of the above mentioned registration, as well as a mortgage in favor of Mercom Bank Ltd. and Banco Agromercantil de Guatemala, S.A. **43)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, with an area of **SEVEN THOUSAND THREE HUNDRED EIGHTY THREE POINT FOURTEEN SQUARE METERS (7,383.14 M2), cadastral code UNIVERSAL UNIVERSAL UNIVERSITY OF HONDURAS.14 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO SEVEN SEVEN SEVEN NINE (1101043090779) and with registration number **EIGHT HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED EIGHTY FIVE (863885)** seat **THIRTEEN (13)** of the Bay Islands Registry Office of the Property Institute. The lot of land has an Easement of Transit in favor of the Pristine Bay Hotel Development Group, S.A. Society under entry three (3) of the above mentioned registration. **44)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, with an area of **SEVEN HUNDRED TWENTY TWENTY TWO POINT NINETY SEVEN SQUARE METERS (720.97 M2)** cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR THREE ZERO NINE ZERO SEVEN SEVEN EIGHT ZERO (1101043090780) and with registration number **EIGHT HUNDRED SIXTY THREE THOUSAND SEVEN HUNDRED (863700)** seat **THIRTEEN (13)** of the Bay Islands Registry Office of the Property Institute. The lot of land has an easement of transit in favor of the Pristine Bay Hotel Development Group, S.A. under entry nine (9) of the aforementioned registration**45)** Lot of land located in French Harbour, Roatán, Department of Islas de la Bahía, Republic of Honduras, with an area of **THOUSAND THREE HUNDRED SEVENTY POINT ZERO ZERO METERS SQUARED (1,370.00 M2)** cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR FOUR THREE ZERO NINE ZERO EIGHT EIGHT FOUR FOUR EIGHT (1101063090848) and with registration number **EIGHT HUNDRED SEVENTY SIX THOUSAND SIX HUNDRED ELEVEN (876611)** seat **THIRTEEN (13)** of the Registry Office of Islas de la Bahia of the Property Institute. The lot of land has an Easement of Transit in favor of the Pristine Bay Hotel

Development Group, S.A. under entry three (3) of the aforementioned registration. **46)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **FIVE THOUSAND SIX (5006)** with an area of **SEVEN HUNDRED FIFTY SEVEN POINT EIGHTEEN SQUARE METERS (757.18 M2)** and with cadastral code ONE ONE ONE ZERO ONE ZERO ONE ZERO ZERO FOUR THREE ZERO NINE NINE ZERO SEVEN SEVEN NINETY ONE (1101043090791) with registration number **EIGHT HUNDRED TWO THO THOUSAND FOUR HUNDRED FIFTY THREE (802453)** entry **SIXTEEN (16)** of the Bay Islands Registry Office of the Property Institute. **47)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **FOUR THOUSAND AND FORTY NINE (4049)** with an area of **EIGHT HUNDRED AND SIXTY EIGHT POINT ZERO ZERO SQUARE METERS (868.00 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ONE ZERO ONE ZERO FOUR FOUR FOUR ZERO NINE NINE TWO SEVEN TWO ZERO (1101044092720) with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED FORTY FOUR (601344)** entry **TWELVE (12)** of the Registry Office of Islas de la Bahía of the Instituto de la Propiedad. The Lot of land has a promise of purchase and sale in favor of the company Mielsa International Limited under Seat Seven (7) of the aforementioned registration. **48)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **FOUR THOUSAND AND FIFTY (4050)** with an area of **SEVEN HUNDRED AND NINETY TWO POINT ZERO ZERO SQUARE METERS (792.00 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ZERO FOUR FOUR FOUR ZERO NINE NINE TWO SEVEN THREE ZERO (1101044092730) with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED FORTY FIVE (601345)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. The Lot of land has a promise of purchase and sale in favor of the company Mielsa International Limited under Seat Seven (7) of the aforementioned registration. **49)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **FOUR THOUSAND AND FIFTY ONE (4051)** with an area of **EIGHT HUNDRED AND FORTY NINE POINT ZERO ZERO METERS SQUARED (849.00 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ONE ZERO ONE ZERO FOUR FOUR FOUR ZERO NINE NINE TWO SEVEN FOUR ZERO (1101044092740) with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED FORTY SIX (601346)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. The Lot of land has a promise of purchase and sale in favor of the company Mielsa International Limited under Seat Seven (7) of the aforementioned registration. **50)** Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **FOUR THOUSAND AND FIFTY TWO (4052)** with an area of **NINE HUNDRED AND FIFTEEN POINT ZERO ZERO SQUARE METERS (915.00 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ONE ZERO ONE ZERO ZERO FOUR FOUR FOUR ZERO NINE NINE TWO SEVEN FIVE ZERO (1101044092750) with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED FORTY SEVEN (601347)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. The Lot of land has a promise of purchase and sale in favor of the company Mielsa International Limited under Seat

Seven (7) of the aforementioned registration. **51**) Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **FOUR THOUSAND AND FIFTY THREE (4053)** with an area of **EIGHT HUNDRED AND FIFTY TWO POINT ZERO ZERO SQUARE METERS (852.00 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ONE ZERO ONE ZERO FOUR FOUR FOUR ZERO NINE NINE TWO SIX ZERO (1101044092600) with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED FORTY EIGHT (601348)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. The Lot of land has a promise of purchase and sale in favor of the company Mielsa International Limited under Seat Seven (7) of the aforementioned registration. **52**) Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **FOUR THOUSAND FIFTY FOUR (4054)** with an area of **NINE HUNDRED FIVE HUNDRED FIVE POINT ZERO ZERO SQUARE METERS (905.00 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO ZERO FOUR FOUR FOUR ZERO NINE NINE TWO SEVEN ZERO (110104409270) with registration number **SIX HUNDRED ONE THOUSAND THREE HUNDRED FORTY NINE (601349)** entry **TWELVE (12)** of the Bay Islands Registry Office of the Property Institute. The Lot of land has a promise of purchase and sale in favor of the company Mielsa International Limited under Seat seven (7) of the aforementioned registration. **53**) Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **THREE THOUSAND ELEVEN (3011)** with an area of **SEVEN HUNDRED EIGHTY THREE POINT ZERO ZERO SQUARE METERS (783.00 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR FOUR FOUR ZERO NINE NINE TWO EIGHT SIX ZERO (1101044092860) with registration number **SIX HUNDRED ONE THOUSAND TWO HUNDRED EIGHTY NINE (601289)** seat **THIRTEEN (13)** of the office of the Instituto de la Propiedad de Islas de la Bahía. **54**) Lot of land located in Crawfish Rock, Roatán, Department of Islas de la Bahía, Republic of Honduras, denominated Lot **ONE THOUSAND ELEVEN (1011)** with an area of **FOUR HUNDRED EIGHTY FOUR POINT TWENTY NINE SQUARE METERS (484.29 M2)** and with cadastral code ONE ONE ONE ONE ZERO ONE ZERO ONE ZERO FOUR THREE ZERO NINE NINE TWO SIX THREE ZERO (1101043092630) with registration number **SEVEN HUNDRED NINE THOUSAND ONE HUNDRED TWENTY THREE (709123)** seat **THIRTEEN (13)** of the Bay Islands Registry Office of the Property Institute. -

§5-1-165-0-0-0-1 Resolution Approving Amended Incorporation Agreement - Pristine Bay

Final Audit Report 2022-01-21

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