

EXHIBIT E
Limited Warranty
Infinity Office Park at Fall Creek
Houston, TX 77068

Buyer:

Property Address:

This limited warranty (“Limited Warranty”) constitutes the sole and only warranty regarding the above described real property (the “Property”) and other structures or areas that comprise the Common Elements and are a part of the real property sold to Buyer by **Infinity Office Park at Fall Creek** (“Seller”) pursuant the provisions of that certain NEW COMMERCIAL OFFICE PURCHASE CONTRACT (the “Contract”) between Buyer and Seller.

1. Seller warrants that all structural material used in and made a part of the structure of the Property transferred to Buyer are of good quality and free from material defects in workmanship for a **period of one (1) year from the date of closing and funding.**
2. “Material defect,” as that term is used in this Limited Warranty, is defined as a construction which either materially fails to conform to the specification in the Contract or materially fails to conform to the standard of quality of construction prevalent in Harris County, Texas as of the date of this Limited Warranty.
3. Any malfunction or defect in materials or workmanship of equipment installed in the Property by Seller are specifically limited to the warranty provided by the manufacturer of such equipment. For following: heating and air conditioning units, hot water heaters, and security systems.
4. ANY DAMAGES INCURRED BY BUYER AS A RESULT OF THE BREACH OF THIS LIMITED WARRANTY ARE LIMITED TO THE LESSER OF THE COST TO REPAIR OR REPLACE THE DEFECTIVE ITEM OR THE DECREASE IN THE MARKET VALUE OF THE ITEMS AFFECTED BECAUSE OF THE DEFECT. IN NO CASE SHALL SELLER BE LIABLE TO BUYER FOR INCIDENTAL SPECULATIVE OR CONSEQUENTIAL DAMAGES AS A RESULT OF ANY BREACH OF THIS LIMITED WARRANTY.

5. In order for Buyer to claim any remedy available or claim any damages as a result of any breach of the Limited Warranty by Seller, Buyer must first observe the following procedures (as a condition to claiming the rights to such remedy/ies):
 - a. The Property shall be inspected by Buyer and Seller's authorized agent prior to move-in. It will be the responsibility of Buyer to give the Seller's agent at the time of inspection:
 - i. A legible, written list of any defects that could constitute a breach of this Limited Warranty.
 - ii. Any objection in writing that Buyer may have to the completeness of structure in its conformity with the specifications in the Contract or;
 - iii. A legible, written list of other minor repairs which are Seller's responsibility by the normal standard of care existing in Harris County, Texas on the date of closing which are discovered by Buyer or which should have reasonably been discovered by Buyer upon examination prior to move-in. The list of objections shall be submitted to and approved by Seller, prior to move-in by Buyer.
 - b. Within thirty (30) days following move-in, Buyer shall present to Seller:
 - i. A written list of any defects sufficient to constitute a breach of this Limited Warranty or;
 - ii. Any objection in writing that Buyer may have to the completeness of the structure in its conformity with the plans and specifications.
6. SELLER DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY, WARRANTY OF HABITABILITY, AND WARRANTIES OF FITNESS FOR A PARTICULAR USE REGARDING THE IMPROVEMENTS, FIXTURES, EQUIPMENT, MATERIALS, OR OTHER PROPERTY LOCATED ON OR BEING A PART OF THE REAL PROPERTY SOLD TO BUYER PURSUANT TO THE NEW COMMERCIAL OFFICE PURCHASE CONTRACT. NO SAMPLE OR MODEL HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS WOULD CONFORM TO ANY SUCH SAMPLE OR MODEL.

7. ALL CHARGES FOR CUSTOMIZED CHANGES ABOVE THE CONTRACT PRICE MUST BE PAID BY BUYER TO SELLER UPON RECEIPT OF CHANGE ORDER OR THIS LIMITED WARRANTY BECOMES NULL AND VOID.

8. Seller's Limited Warranty shall not become effective, however, until Buyer has paid to Seller the total Purchase Price, including all Change orders, utility and tax prorations, and all sums due and not previously paid under any addendum thereto, and Buyer has satisfied all Buyer's obligations under this Contract, including execution of Certificate of Acceptance (as herein described).

9. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, if Seller purchases a third-party warranty from an outside warranty company ("Warranty Company") on their standard form, then Buyer agrees to look solely to the Warranty Company for all claims that may have otherwise been covered under this Limited Warranty.

Filing a request for warranty services. To obtain a timely response to service requests covered under this Limited Warranty, please complete a written request for service. The contractor has established procedures to efficiently handle your requests for service. The preparation and filing of a written service request is the necessary first step in invoking the provided warranty coverage. Service request should be mailed or emailed to the following addresses:

Infinity Office Park at
 Fall Creek
 15025 Mesa Drive
 Humble, TX 77396

Emergency: 936-689-0057
 Email: avish@texasconstructionllc.com

The owner's personal property must be removed from the repair area before repairs will be made. The contractor is not responsible for moving personal property to repair a defect covered under the warranty.

By Buyer: _____

Date: _____

By
 Seller: _____
 _ InfinityOfficeParkat Fall Creek

Date: _____