

Occidental Grand Cozumel (5 stars)

Location Cozumel, Mexico  
Reference GRA/INTER/12/12IL  
Special Offer Interline Rates 2012  
Contract Date 17 Nov '11  
Signed off by:

|                      |                          |
|----------------------|--------------------------|
| Currency             | US Dollar                |
| Booking Dates        | 06 Jan '12 to 05 Jan '13 |
| Stay Dates           | 06 Jan '12 to 05 Jan '13 |
| Price On Arrival     | No                       |
| Maximum Rooms        | 9                        |
| Completed Stays Only | Yes                      |
| Deposit              | \$0                      |

| Room Types  | Meal Basis    | Extra Bed Type | Attributes |    |    | Occupancy |     |     | Adults |     | Max      | Allow   | Child Ages |       | Teen Ages |    |
|---|---------------|----------------|------------|----|----|-----------|-----|-----|--------|-----|----------|---------|------------|-------|-----------|----|
|   |               |                | AR         | DF | SR | Min       | Std | Max | Min    | Max | Children | Infants | From       | To    | From      | To |
| 1. Deluxe dlxe (Garden View gard)                     | All Inclusive | Rollaway Bed   | No         | No | No | 1         | 2   | 4   | 1      | 3   | 2        | Yes     | 3.00       | 12.99 | 0         | 0  |
| 2. Grand Concierge Deluxe GCD (Garden/Ocean View GOV) | All Inclusive | Rollaway Bed   | No         | No | No | 1         | 2   | 4   | 1      | 3   | 2        | Yes     | 3.00       | 12.99 | 0         | 0  |
| 3. Grand Romance Deluxe GRD (Garden/Ocean View GOV)   | All Inclusive | Rollaway Bed   | No         | No | No | 1         | 2   | 4   | 1      | 3   | 2        | Yes     | 3.00       | 12.99 | 0         | 0  |
| 4. Royal Club Luxury RCL (Garden/Ocean View GOV)      | All Inclusive | Rollaway Bed   | No         | No | No | 1         | 2   | 4   | 1      | 3   | 2        | Yes     | 3.00       | 12.99 | 0         | 0  |

Room Attributes AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms  
Bed Types for Rooms 1. Deluxe (gard) - Double, King size; 2. Grand Concierge Deluxe (GOV) - Double, King size; 3. Grand Romance Deluxe (GOV) - Double, King size; 4. Royal Club Luxury (GOV) - Double, King size;

Rates

| Dates | 1. Deluxe |            |             |                |                | 2. Grand Concierge Deluxe |            |             |                |                | 3. Grand Romance Deluxe |            |             |                |                | 4. Royal Club Luxury |            |             |                |                |
|-------|-----------|------------|-------------|----------------|----------------|---------------------------|------------|-------------|----------------|----------------|-------------------------|------------|-------------|----------------|----------------|----------------------|------------|-------------|----------------|----------------|
|       | Base pp   | 1 Adult pr | 3rd Ad Rate | 1st Child Rate | 2nd Child Rate | Base pp                   | 1 Adult pr | 3rd Ad Rate | 1st Child Rate | 2nd Child Rate | Base pp                 | 1 Adult pr | 3rd Ad Rate | 1st Child Rate | 2nd Child Rate | Base pp              | 1 Adult pr | 3rd Ad Rate | 1st Child Rate | 2nd Child Rate |

Notes No cancellation charges apply up to and including day of arrival subject to hotel being advised in writing prior to check in time.

Base pp=Base Rate Per Person Per Night, 1 Adult pr=One Adult per room per night, 3rd Ad Rate=Third Adult Rate per night, 1st Child Rate=First Child Rate per night, 2nd Child Rate=Second Child Rate per night

Contract Basis

|           |                |
|-----------|----------------|
| Room Type | Contract Basis |
| All       | Sell & Report  |

Allocations & Release Periods

| Room Type | Dates      |            | Rel. |
|-----------|------------|------------|------|
| All       | 06 Jan '12 | 17 Feb '12 | 5    |
|           | 18 Feb '12 | 25 Feb '12 | 10   |
|           | 26 Feb '12 | 16 Apr '12 | 5    |
|           | 17 Apr '12 | 30 Apr '12 | 10   |
|           | 01 May '12 | 31 Oct '12 | 5    |
|           | 01 Nov '12 | 22 Dec '12 | 5    |
|           | 23 Dec '12 | 05 Jan '13 | 10   |

Supplements

|                               |                           |                       |       |       |
|-------------------------------|---------------------------|-----------------------|-------|-------|
| Christmas Eve Gala Supplement |                           |                       |       |       |
| Room Types                    | All                       | Date Range            | Adult | Ch.   |
| Type                          | Mandatory                 | 24 Dec '12 24 Dec '12 | 65.00 | 33.00 |
| Basis                         | Per Person Per Supplement |                       |       |       |

|                                |                           |                       |       |       |
|--------------------------------|---------------------------|-----------------------|-------|-------|
| New Year's Eve Gala Supplement |                           |                       |       |       |
| Room Types                     | All                       | Date Range            | Adult | Ch.   |
| Type                           | Mandatory                 | 31 Dec '12 31 Dec '12 | 80.00 | 40.00 |
| Basis                          | Per Person Per Supplement |                       |       |       |

Facilities

|       |  |
|-------|--|
| Rooms | Facilities   |
| All   | 120 Voltage, Air Conditioning, Balcony, Bath Tub, Ceiling Fan, Coffee Maker, Ensuite Bathroom, Hairdryer, Iron and Ironing Board, Mini Bar, Radio Alarm Clock, Safe in room, Shower, Tea and Coffee, Telephone in Room, TV, Umbrellas. |

Min/Max Stays

| Rooms | Date Range            | Min | Max | Days |
|-------|-----------------------|-----|-----|------|
| All   | 23 Dec '12 05 Jan '13 | 7   | 0   | All  |

Free Offers

|   |   |
|---|---|
| Free Offer Type (Applies to all Room Types) |   |
| Honeymoon                                   | 10% massage discount voucher<br>Breakfast in bed once per stay<br>Room upgrade subject to availability<br>Special announcement during show<br>Special Check In<br>Special turn down service |

Payment Terms

|                       |  |
|-----------------------|--|
| Payee Details         |  |
| Payee Name            | OWM Overseas World Marketing               |
| Bank Name             | Citibank, FSB                              |
| Bank Address          | 8750 Doral Blvd<br>Miami<br>Florida<br>USA |
| Account Name          | OWM OVERSEAS WORLD MARKETING, LTD          |
| Account Number        | 3200301722                                 |
| Swift Code            | CITIUS33                                   |
| IBAN                  | 266086554                                  |
| Charge Paid By        | Split                                      |
|                       |  |
| Payment Date          | Amount Due                                 |
| 3 Days Before Arrival | 100.00%                                    |

Cancellation Policy

|                          |                     |
|--------------------------|---------------------|
| Date Cancelled           | Cancellation Charge |
| Within 1 days of arrival | No Penalty          |

Addresses

|           |   |
|-----------|---|
| Main      |   |
| Accounts  |   |
| Address   | Overseas World Marketing<br>V.V. Parque Industrial Itabo<br>Av.Lope de Vega No. 19<br>Santo Domingo<br>Dominican Republic |
| Telephone | 809 473 5500  |
| Email     | overseasworldmarketing@do.occidentalhotels.com  |
| Contact   | Rodolfo Limardo   |
| Position  | Credit & Collections Supervisor   |
| Telephone | 809 473 5500  |
| Fax       | 809 487 5994  |
| Email     | paymentdetails@do.occidentalhotels.com  |

Occidental Grand Cozumel (5 stars)

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Reference GRA/INTER/12/12IL  
Special Offer Interline Rates 2012  
Contract Date 17 Nov '11  
Signed off by:

Addresses

|             |   |
|-------------|---|
| Contracting |   |
| Address     | Occidental Hotels & Resort UK Office<br>Suite C4, Baddow Park<br>Great Baddow<br>Essex<br>CM2 7SY<br>United Kingdom |
| Telephone   | 01245 45 99 00  |
| Fax         | 01245 462 978   |
| Website     | www.occidental-hoteles.com  |
| Contact     | Greg Armstrong  |
| Position    | Account Director  |
| Telephone   | 01245 45 99 00  |
| Fax         | 01245 462 978   |
| Email       | greg@resort-marketing.co.uk   |
| Mobile      | 07739351220   |

|           |  |
|-----------|--|
| Hotel     |  |
| Address   | Kilometro 17.5, Carretera Sur,<br>San Francisco Palancar<br>Quintana Roo<br>Cozumel<br>77600<br>Mexico |
| Telephone | 52 987 87 29730  |
| Fax       | 52 987 87 29745  |
| Contact   | Jose Maria Figuereo  |
| Position  | General Manager  |
| Telephone | 52 987 87 29730  |
| Fax       | 52 987 87 29745  |
| Email     | jmfiguereo@mx.occidentalhotels.com   |

|              |  |
|--------------|--|
| Reservations |  |
| Address      | Occidental Hotels & Resorts UK Office<br>Baddow Park<br>Great Baddow<br>Essex<br>CM2 7SY<br>United Kingdom |
| Telephone    | 01245 459900   |
| Email        | res@resort-marketing.co.uk   |
| Contact      | Mark Larner  |
| Position     | Operations Supervisor  |
| Telephone    | 01245459900  |
| Email        | res@resort-marketing.co.uk   |

Contract Agreement

|                                |       |
|--------------------------------|-------|
| Signed on behalf of the hotel: |       |
| Signed:                        | ..... |
| Name:                          | ..... |
| Position:                      | ..... |
| Date:                          | ..... |

Terms And Conditions

Terms and Conditions apply. See original full contract or apply for a copy of full terms care of RMI. Full terms and conditions apply and form part of this contract.

This TOUR OPERATOR AGREEMENT (the “Agreement”) is made by and between OWM OVERSEAS WORLD MARKETING, LTD. (“OWM”), and the Tour Operator appearing at the bottom of this page (“Tour Operator”).

RECITALS  
WHEREAS, OWM is the agent and representative of the hotels named in Page 2 hereto (the “Hotels”) for the purpose of marketing the Hotels and contracting with Tour Operators;

WHEREAS, Tour Operator is in the business of selling tours to individuals (the “Clients”), Tour Operator desires to have rooms at the Hotels available for booking at pre-determined terms, prices and dates; and OWM desires to make rooms available at the Hotels to Tour Operator, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the parties hereby agree as follows:

Terms And Conditions

ARTICLE 1 - ALLOTMENTS

1.1. OWM shall provide Tour Operator with the right to book rooms at the Hotels during the periods, at the prices and for a number of room nights up to the number allotted, all as set forth in Page 2, subject to the terms and conditions of this Agreement.

1.2. Tour Operator shall deliver weekly via facsimile to the applicable Hotels a Sales Report covering a minimum of ninety (90) days from the date of the Sales Report. If this requirement is not followed, then OWM shall have the right to reduce and/or cancel the unreserved rooms allotted to Tour Operator, as reasonably determined by OWM.

1.3. Group Sales. This Agreement is not applicable to group bookings.

ARTICLE 2 - RESERVATIONS

2.1. All reservations and reservation changes shall be confirmed in writing by Tour Operator delivering a Rooming List to the Hotels in accordance with the notice provisions of Article 6.4 of this Agreement. Reservations or changes received by other means will not be binding on Hotel or OWM.

2.2. Reservations will not be accepted unless made and confirmed in writing by Tour Operator by a specified cut-off date. The cut-off date for any booking will be the date which is the number of days prior to the arrival of Client at the Hotels shown on Page 2

ARTICLE 3 - LIMITATIONS OF LIABILITY

3.1. All complaints by Tour Operator, for itself or its Clients, shall be forwarded in writing by Tour Operator or its Clients to the address of the Hotels to the attention of the General Manager of each Hotel for his/her investigation and resolution. All

Terms And Conditions

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complaints must be received within forty-five (45) days of the departure date of the Client. The Hotels and/or OWM shall not be liable or responsible for complaints made after forty five (45) days from the date of departure by the Client. The Hotels shall make reasonable efforts to resolve the complaint in a reasonable time.

3.2. OWM and the Hotel shall have no responsibility or liability to Tour Operator or its Clients for any loss, damage, delay or prevention of the completion of any booking resulting from an act of god, seizure under local process, quarantine restrictions, computer failure, fire, fog, volcanic eruption, smog, earthquake, flood, windstorm, weather, mechanical difficulties, riots or civil commotions, strikes, labor stoppage (whether resulting from disputes between the Hotel and its employees, or between other parties), war or any other acts, matter or things, whether or not of a similar nature, which are beyond the control of OWM or the Hotels, as the case may be. If the Hotels are not available for a booking or to complete a booking as a result of any of the foregoing force majeure events, the Hotels shall either provide alternative accommodations to the Clients or refund the portion of any payments received with respect to the unused booking.

3.3. Neither party hereto shall be liable to the other (or to any Client) for economic or consequential damages (including lost profits or savings), or for indirect, special or incidental damages, even if informed of their possibility.

3.4. Tour Operator shall not seek indemnification from OWM or the Hotels or seek to hold OWM or the Hotels liable (under the terms of this Agreement, another agreement or other applicable law) for any cost, loss, damage or expense (including legal fees) in respect of the claims of any Client or other third party arising out of a booking under this Agreement, unless Tour Operator has given OWM or the Hotels prompt written notice of such claim and an opportunity to defend such claim with counsel of its selection. OWM and the Hotels will not be liable for any settlement or compensation paid by Tour Operator without the prior Terms And Conditions written consent of OWM or the Hotels.

3.5. In any case of overbooking, the liability of OWM and the Hotel shall be limited to provide alternative accommodations to the Client, it being understood that such alternative accommodations shall be of equal or superior standard.

ARTICLE 4 - CANCELLATIONS

4.1. OWM and the Hotels reserve the right to issue a "Black-Out" notice (also known as a "Stop Sales" notice) for any booking period. Tour Operator shall have forty-eight (48) hours from receipt of a Black-Out notice in which to report, in writing, all existing reservations for the dates covered by the notice. Reservation changes or cancellations will not be accepted for periods covered by a Black-out notice once it becomes effective. OWM and the Hotels reserve the right to cancel any reservation for the period covered by a Black-out notice.

4.2. Tour Operator shall give the Hotels prompt written notice of all canceled reservations. The Tour Operator shall pay Hotels a cancellation charge equal to one (1) night stay on the all-inclusive plan for any reservation canceled three (3) days or less prior to the Client arrival date; provided, however, that the cancellation of any reservation falling within the period December 23 to January 3 (both inclusive) shall be subject to a cancellation charge equal to the entire stay.

4.3. With regard to “No-Shows” – i.e., Clients who do not arrive and check in at the Hotels on the date specified in the reservation confirmation - Tour Operator will pay Hotels a No-Show charge equal to two (2) nights on the all-inclusive plan.

ARTICLE 5 - PAYMENTS

5.1. All confirmed reservations shall be paid in full prior to the Client arrival date. All

## Occidental Grand Cozumel (5 stars)

**Location**

**Reference**

**Special Offer**

**Contract Date**

**Signed off by:**

Cozumel, Mexico

GRA/INTER/12/12IL

Interline Rates 2012

17 Nov '11

### Terms And Conditions

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payments made under this Agreement shall clearly indicate: Client name; Hotel confirmation number; arrival date; departure date; type of room; and the Tour Operator making the booking.

5.2. Notwithstanding Article 5.1., OWM extends a credit to the Tour Operator for a period of \_\_\_\_ days upon receipt of invoices under the following conditions, which, in the meantime, assures the credit: (mark with "X" the applicable provision, if any)

☐ Deposit: Under this credit option, the Deposit can be jointly deposited with other accounts of OWM. The Deposit will not reflect interests in favour of the Tour Operator. If Tour Operator fails to keep the credit conditions, as set forth above, OWM will transfer the Deposit of the Tour Operator to the overdue accounts, and will change the payment terms to pre-payment at its sole discretion.

☐ Certificate of Credit "Stand By" Irrevocable: Under this credit option, the Tour Operator shall open the Certificate of Credit to the order of OWM in a bank under consent of OWM. The Certificate of Credit will meet, but not limitative, the following requirements:

(i) The Certificate of Credit will be effective for one year and one additional month, as of the date specified in this agreement.

(ii) The Certificate of Credit will include, at least, the following terms and conditions:

(a) bank, (b) amount, (c) issuance and expiration date and (d) beneficiary name.

(iii) The Certificate of Credit will establish the payment at the first requirement of OWM. OWM will send a letter to the bank expressing the breaching of this agreement and attaching a copy of thereto.

5.3. OWM has appointed OWM Overseas World Marketing, LTD.

("Overseas") as its agent for billing and collecting amounts owed to OWM under this agreement. Overseas is located at:

OWM Overseas World Marketing, LTD.

Parque Industrial Itabo, Av. Lope de Vega No. 19

Terms And Conditions

Suite 103, Ens. Naco

Santo Domingo, Dominican Republic

Tel: (809) 473-5500, Fax: (809) 472-5548

5.4. All payments hereunder shall be made in [CURRENCY], by wire transfer, bank certified check or company check. Personal checks will not be accepted. All checks shall be made payable to OWM OVERSEAS WORLD MARKETING, LTD., followed by

the name of the Hotel, and mailed to the Overseas address detailed above.

Wire transfers shall be made as follows:

Bank: CITIBANK, N.A 111 Wall Street,

New York, NY1005

ABA Number: 0210-00089,

Account Name: OWM Overseas World Marketing, LTD.

Bank Account No: 36169983

5.5. If Tour Operator fails to make any payment as and when required by the terms of this Agreement, OWM shall be entitled to terminate this Agreement by written notice to Tour Operator. All late payments shall accrue interest from the due date of the applicable invoice until paid at a rate equal to the lower of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law.

5.6. Tour Operator will reimburse OWM for bank charges incurred as a result of the dishonor of any check issued by Tour Operator.

5.7. All payments by Tour Operator are due in full, without any right of set-off or counterclaim.

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ARTICLE 6 - MISCELLANEOUS

6.1. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement by such party is within the lawful authority of such party and will not constitute a breach or violation of any agreement, indenture, deed of trust, mortgage or loan agreement, or other instrument, license, judgment, decree, order, statute, ordinance or governmental rule or regulation relating to or affecting such party, and that the execution and delivery of this Agreement and the actions contained herein have been duly authorized.

6.2. While this Agreement remains in effect, Tour Operator may use certain trademarks (the "Trademarks") owned by OWM, the Hotel or companies belonging to the same Group for the limited purpose of marketing Hotel rooms allotted to Tour Operator hereunder. Tour Operator acknowledges that the Trademarks are the sole property of OWM, the Hotel and/or companies belonging to the same Group.

6.3. Tour Operator shall act solely as an independent contractor in the performance of its obligations under this Agreement. Nothing herein shall constitute or be construed to be or create a partnership or joint venture between OWM and/or the Hotels, on the one hand, and Tour Operator, on the other hand, or be construed to appoint or constitute Tour Operator as an agent of OWM or the Hotels for any purpose.

6.4. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed received and delivered: (i) when delivered by hand with appropriate executed affidavit or receipt of delivery, (ii) one day after delivery by recognized overnight courier or (iii) when sent by fax followed by one of the other methods and addressed or faxed to, as applicable, the address of Tour Operator shown on Page 2, the address of the Hotel also shown on Page 2, or the address of OWM as follows:

OWM OVERSEAS WORLD MARKETING LTD.

Parque Industrial Itabo, Av. Lope de Vega No. 19

Suite 103-2, Ens. Naco

Santo Domingo, República Dominicana

Tel: (809) 473-5507, Fax: (809) 472-5452

Terms And Conditions

6.5. This Agreement shall be governed by the laws of Netherlands Antilles, excluding its conflict of laws provisions; provided, however, that any claim based upon acts, omissions or occurrences at the Hotel shall be governed by the laws of the place where the Hotel is located. Each party hereto irrevocably agrees to refer over the jurisdiction of the Curaçao courts any matters arising this agreement, where each party irrevocably waives any applicable law.

6.6. This Agreement, together with the Exhibits hereto, constitute the entire understanding and agreement between the parties with regard to the subject matter hereof.

6.7. Each party agrees that the contents of this Agreement are confidential and that it shall not disclose to any other person such contents or any other confidential or proprietary information that it receives from the other party hereunder without the express written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_ day of the month of \_\_\_\_ of the year \_\_\_\_ to be effective as of the

Effective Date specified in Page 2.

OWM OVERSEAS WORLD MARKETING, LTD.

By: \_\_\_\_\_ Ventura Serra

TOUR OPERATOR: \_\_\_\_\_

### Terms And Conditions

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By: \_\_\_\_\_

\*\*\*Bank charges are the sole responsibility of the Tour Operator and MUST be paid by the Tour Operator (as per hotel contract clause).\*\*\*