

Occidental Grand Cozumel (5 stars)

Location Cozumel, Mexico
Reference GRA/V2043/12/VH02
Contract Date 27 Sep '11
Signed off by:

Currency	US Dollar
Booking Dates	16 Jun '11 to 31 Dec '12
Stay Dates	06 Jan '12 to 31 Dec '12
Price On Arrival	No
Maximum Rooms	0
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 These rates are for the Virgin 2012 2nd Edition Brochure only. The hotel reserves the right to increase the rates for the 2013 1st Edition Programme.

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
	06 Jan '13	31 Jan '13	5
	01 Feb '13	05 Apr '13	10
	06 Apr '13	30 Apr '13	5

Supplements

Christmas Eve Gala Dinner				
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 Years Eve Gala Dinner				
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)	
Virgin Exclusive	10% Discount on Spa Treatments Fruit Basket & Bottle of Tequila on arrival Luxury Bath Robe & Slippers
Honeymoon	10% massage discount voucher Breakfast in bed once per stay Room upgrade subject to availability Special announcement during show Special Check In Special turn down service

Notes Virgin Holidays Exclusive Offers are subject to a full page in the 2012 Mexico Brochure. \$20,000 marketing funds agreed for 2012, subject to a full marketing plan agreed with Occidental

Payment Terms

Payee Details	
Payee Name	OWM Overseas World Marketing
Bank Name	Citibank, FSB
Bank Address	8750 Doral Blvd Miami Florida USA
Account Name	OWM OVERSEAS WORLD MARKETING, LTD
Account Number	3200301722
Swift Code	CITIUS33
IBAN	266086554
Charge Paid By	Split

Payment Date	Amount Due
30 Days After Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 3 days of arrival	1 nights

Except for the following Stay Dates:

23 Dec '12 to 03 Jan '13	
Date Cancelled	Cancellation Charge
Within 3 days of arrival	100.00%

Other Information

Terms and Conditions
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Location

Cozumel, Mexico

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Contract Date

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Signed off by:

Addresses

Main	
Accounts	
Address	Overseas World Marketing V.V. Parque Industrial Itabo Av.Lope de Vega No. 19 Santo Domingo Dominican Republic 809 473 5500 overseasworldmarketing@do.occidentalhotels.com
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

Contracting	
Address	Occidental Hotels & Resort UK Office Suite C4, Baddow Park Great Baddow Essex CM2 7SY United Kingdom 01245 45 99 00
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, San Francisco Palancar Quintana Roo Cozumel 77600 Mexico 52 987 87 29730
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

Addresses

Reservations	
Address	Occidental Hotels & Resorts UK Office Baddow Park Great Baddow Essex CM2 7SY United Kingdom 01245 459900
Telephone	01245 459900
Email	res@resort-marketing.co.uk
Contact	Mark Larnar
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 PENKFORD CORPORATION, N.V. ("PENKFORD"), and the Tour Operator appearing at the bottom of this page ("Tour Operator").

RECITALS

WHEREAS, PENKFORD 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 PENKFORD 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:

ARTICLE 1 - ALLOTMENTS

1.1. PENKFORD 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.

Terms And Conditions

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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 PENKFORD shall have the right to reduce and/or cancel the unreserved rooms allotted to Tour Operator, as reasonably determined by PENKFORD.

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 PENKFORD.

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 complaints must be received within forty-five (45) days of the departure date of the Client. The Hotels and/or PENKFORD 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. PENKFORD 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 PENKFORD 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 PENKFORD or the Hotels or seek to hold PENKFORD 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

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out of a booking under this Agreement, unless Tour Operator has given PENKFORD or the Hotels prompt written notice of such claim and an opportunity to defend such claim with counsel of its selection. PENKFORD and the Hotels will not be liable for any settlement or compensation paid by Tour Operator without the prior written consent of PENKFORD or the Hotels.

3.5. In any case of overbooking, the liability of PENKFORD 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. PENKFORD 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. PENKFORD 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 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., PENKFORD 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 PENKFORD. 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, PENKFORD 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 PENKFORD in a bank under consent of PENKFORD. The Certificate of Credit will meet, but not limitative,

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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 PENKFORD. PENKFORD will send a letter to the bank expressing the breaching of this agreement and attaching a copy of thereto.

5.3. PENKFORD has appointed OWM Overseas World Marketing, N.V. ("Overseas") as its agent for billing and collecting amounts owed to PENKFORD under this agreement. Overseas is located at:
OWM Overseas World Marketing, N.V.
Parque Industrial Itabo, Av. Lope de Vega No. 19
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 PENKFORD CORPORATION, N.V., followed by the name of the Hotel, and mailed to the Overseas address detailed above. Wire transfers shall be made as follows:

Bank: CITIBANK, FSB 8750 Doral Blvd
Miami, FL 33178, USA
ABA Number: 266086554, SWIFT Number: CITIUS33
Account Name: OWM Overseas World Marketing, N.V.
Bank Account No: 32200301722

5.5. If Tour Operator fails to make any payment as and when required by the terms of this Agreement, PENKFORD 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 PENKFORD 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.

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.

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6.2. While this Agreement remains in effect, Tour Operator may use certain trademarks (the "Trademarks") owned by PENKFORD, 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 PENKFORD, 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 PENKFORD 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 PENKFORD 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 PENKFORD as follows:

Penkford Corporation N.V.
Terms And Conditions
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

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.
PENKFORD CORPORATION, N.V.
By: _____ Ada Ines Jerez _____
TOUR OPERATOR: _____

Occidental Grand Cozumel (5 stars)

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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).