

Occidental Grand Xcaret (5 stars)  
Location Xcaret, Mexico  
Reference GRA/FUNWA/12/GXFU  
Special Offer 2012 Contract  
Contract Date 10 Jan '12  
Signed off by:

Currency	US Dollar
Booking Dates	10 Jan '12 to 31 Mar '12
Stay Dates	01 May '12 to 22 Dec '12
Price On Arrival	No
Maximum Rooms	9
Completed Stays Only	Yes
Deposit	\$0

Room Types	Meal Basis	Extra Bed Type	Attributes			Occupancy			Adults		Max Children	Allow Infants	Child Ages		Teen Ages	
			AR	DF	SR	Min	Std	Max	Min	Max			From	To	From	To
1. Deluxe dlxe (Garden/Pool/Forest View GPFV)	All Inclusive	Rollaway Bed	No	No	No	1	2	4	1	3	2	Yes	3.00	12.99	0	0
2. Junior Suite Jsui (Garden/Pool/Forest View GPFV)	All Inclusive	Rollaway Bed	No	No	No	1	2	4	1	3	2	Yes	3.00	12.99	0	0
3. Grand Concierge Deluxe GCD (Garden/Pool/Forest View GPFV)	All Inclusive	Rollaway Bed	No	No	No	1	2	4	1	3	2	Yes	3.00	12.99	0	0
4. Grand Romance Deluxe GRD (Garden/Pool/Forest/Ocean view GPFOV)	All Inclusive	Rollaway Bed	No	No	No	1	2	4	1	3	2	Yes	3.00	12.99	0	0
5. Royal Club Luxury RCL (Garden/Pool/Forest/Ocean view GPFOV)	All Inclusive	Rollaway Bed	No	No	No	1	2	4	1	3	2	Yes	3.00	12.99	0	0
6. Royal Club Junior Suite RCJS (Garden/Pool/Forest/Ocean view GPFOV)	All Inclusive	Rollaway Bed	No	No	No	1	2	4	1	3	2	Yes	3.00	12.99	0	0
7. Royal Club Master Suites RCMS (Garden/Pool/Forest/Ocean view GPFOV)	All Inclusive	Rollaway Bed	No	No	No	1	2	4	1	4	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 (GPFV) - King size, Twin Double; 2. Junior Suite (GPFV) - King size, Twin Double; 3. Grand Concierge Deluxe (GPFV) - King size, Twin Double; 4. Grand Romance Deluxe (GPFOV) - King size, Twin Double; 5. Royal Club Luxury (GPFOV) - Twin Double; 6. Royal Club Junior Suite (GPFOV) - King size; 7. Royal Club Master Suites (GPFOV) - Double, Twin Double;

Rates

Dates	1. Deluxe					2. Junior Suite					3. Grand Concierge Deluxe					4. Grand Romance Deluxe				
	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

Dates	5. Royal Club Luxury					6. Royal Club Junior Suite					7. Royal Club Master Suites				
	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 RATES REPRESENT 10% DISCOUNT FROM ANNUAL '12 CONTRACT. SINGLE PARENT OFFER - One Adult and one child sharing the room will be charged as follows: 1 Single Adult rate plus 1 Child Rate (or 2 children as applicable) Rates may not be sold to any third parties, including internert accounts. Rates are only valid for F.I.T package sales only. Grand Concierge rooms Concierge service, Wireless internet connection, fruit basket, bottle of wine, turn down service, 10% discount spa treatment, superior room amenties including a bath robe. Grand Romance Rooms Bottle of champagne, chocolate covered strawberries, one hour massage in room per couple, first morning breakfast in bed, romantic dinner, turn down service, 10% discount on spa treatments, surprise gift and special amenties for romantic occassions. Royal Club Luxury: Elegantly appointed room with concierge service, room service, hydro-massage styled bath, DVD Player, coffee maker and other exclusive amentities.

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
1. Deluxe	Sell & Report
2. Junior Suite	Sell & Report
3. Grand Concierge Deluxe	Sell & Report
4. Grand Romance Deluxe	Sell & Report
5. Royal Club Luxury	Sell & Report
6. Royal Club Junior Suite	Sell & Report
7. Royal Club Master Suites	On Request

Allocations & Release Periods

Room Type	Dates		Rel.
All	01 May '12	30 Jun '12	5
	01 Jul '12	31 Oct '12	5
	01 Nov '12	22 Dec '12	5

Supplements

Christmas Eve Gala Dinner	
Room Types	All
Type	Mandatory
Basis	Per Person Per Supplement
New Years Eve Gala Dinner	
Room Types	All
Type	Mandatory
Basis	Per Person Per Supplement

Facilities

Rooms	Facilities
All	110 Voltage, Air Conditioning, Balcony, Balcony - Child Friendly, Ceiling Fan, Coffee Maker, Ensuite Bathroom, Hairdryer, Iron and Ironing Board, Mini Bar, Movies in room, Radio Alarm Clock, Safe in room, Shower, Tea and Coffee, Telephone in Room, TV.

Free Offers

Free Offer Type (Applies to all Room Types)	
Honeymoon	10% massage discount voucher Breakfast in bed once per stay Flower arrangement in room Room upgrade subject to availability Special announcement during show Special Check In

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### 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
3 Days Before Arrival	100.00%

### Cancellation Policy

Date Cancelled	Cancellation Charge
Within 3 days of arrival	1 nights

### Addresses

Main	
Accounts	
Address	Overseas World Marketing V.V Parque Industrial Itabo Av. Lope de Vega No. 19 Santo Domingo 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

### Addresses

Contracting	
Address	Occidental Hotels & Resorts UK Office Suite C4, Baddow Park Great Baddow Essex CM2 7SY 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	Ctra. Fed Puerto Juarez Chetumal Km 282 No. 307 77710 Solidaridad Quintana Roo Mexico
Telephone	984 87 15400
Fax	984 87 15406
Contact	David Ocete
Position	General Manager
Telephone	984 87 15400
Fax	984 87 15406
Email	DOCETE@mx.occidentalhotels.com

Reservations	
Address	Resort Marketing International Ltd. Suite C4, Baddow Park Great Baddow Essex CM2 7SY United Kingdom
Telephone	01245 459900
Fax	01245 459901
Email	res@resort-marketing.co.uk
Contact	Reservations Team
Telephone	01245 459900
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 DEANSFIELD, COMPANY LTD., ("DEANSFIELD"), and the Tour Operator appearing at the bottom of this page ("Tour Operator").

#### RECITALS

WHEREAS, DEANSFIELD is the agent and representative of the Hotel Occidental Grand Flamenco Xcaret, located in Mexico, hereto (the "Hotel") for the purpose of marketing the Hotel 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 Hotel available for booking at pre-determined terms, prices and dates; and DEANSFIELD desires to make rooms available at the Hotel 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. DEANSFIELD shall provide Tour Operator with the right to book rooms at the Hotel 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 Hotel a Sales Report covering a minimum of ninety (90) days from the date of the Sales Report. If this requirement is not followed, then DEANSFIELD shall have the right to reduce and/or cancel the unreserved rooms allotted to Tour Operator, as reasonably determined by DEANSFIELD.

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 Hotel 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 DEANSFIELD.

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 Hotel 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 Hotel to the attention of the General Manager of the Hotel for his/her investigation and resolution. All

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### Location

Xcaret, Mexico

### Reference

GRA/FUNWA/12/GXFU

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

3.2. DEANSFIELD 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 DEANSFIELD or the Hotel, as the case may be. If the Hotel is not available for a booking or to complete a booking as a result of any of the foregoing force majeure events, the Hotel 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 DEANSFIELD or the Hotel or seek to hold DEANSFIELD or the Hotel 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 DEANSFIELD or the Hotel prompt written notice of such claim and an opportunity to defend such claim with counsel of its selection. DEANSFIELD and the Hotel will not be liable for any settlement or compensation paid by Tour Operator without the prior written consent of DEANSFIELD or the Hotel.

3.5. In any case of overbooking, the liability of DEANSFIELD 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. DEANSFIELD and the Hotel 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. DEANSFIELD and the Hotel reserve the right to cancel any reservation for the period covered by a Black-Out notice.

4.2. Tour Operator shall give the Hotel prompt written notice of all canceled reservations. The Tour Operator shall pay Hotel 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 Hotel on the date specified in the reservation confirmation - Tour Operator will pay Hotel 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

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confirmation number; arrival date; departure date; type of room; and the Tour Operator making the booking.

5.2. Notwithstanding Article 5.1., DEANSFIELD 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 DEANSFIELD. 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, DEANSFIELD 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 DEANSFIELD in a bank Terms And Conditions

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

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

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

OWM Overseas World Marketing, LTD.

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

Suite 103, Ens. Naco

Santo Domingo, Dominican Republic

Tel: (809) 473-5507, 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 Deansfield Company, 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, FSB 8750 Doral Blvd

Miami, FL 33178, USA

ABA Number: 266086554, SWIFT Number: CITIUS33

Account Name: OWM Overseas World Marketing, LTD.

Bank Account No: 32200301722

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

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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 DEANSFIELD, 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 DEANSFIELD, 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 DEANSFIELD and/or the Hotel, on the one hand, and Tour Operator, on the other hand, or be construed to appoint or constitute Tour Operator as an agent of DEANSFIELD or the Hotel 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 DEANSFIELD as follows:

Deansfield Company LTD.

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

Suite 103-1, 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.

DEANSFIELD COMPANY, LTD.

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

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

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

## Occidental Grand Xcaret (5 stars)

Location	Xcaret, Mexico
Reference	GRA/FUNWA/12/GXFU
Special Offer	2012 Contract
Contract Date	10 Jan '12
Signed off by:	

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