

F.I.T. ALLOTMENT AND RATE AGREEMENT

COMPANY NAME: Mon Costa Rica Inversiones Turísticas S.A	HOTEL NAME: Hilton Papagayo Costa Rica Resort & Spa
ADDRESS: San Jose, Costa Rica	HOTEL CONTACT: Reiner Sánchez / Director of Sales Playa Arenilla, Golfo de Papagayo
CONTACT: Franck Poirot	Hotel Fax: +506 2672 0133
Phone: +506 4000 3212	Hotel Phone: +506 2672 0000
Fax: -	Sales Fax: +506 2672 0131 Sales Phone: +506 2672 0000 ext 851
E-mail: franck@moncostarica.com	reiner.sanchez@hilton.com
EFFECTIVE DATES OF AGREEMENT: January 1, 2014 to December 31, 2014	

CANADIAN-EUROPEAN-LATIN AMERICAN MARKET
REGULAR CONTRACTING RATES
ALL INCLUSIVE

Bungalow Tropical Garden Max. Occupancy: 3 adults or 2 adults and 2 children							
From:	To:	Allotment	Cut Off	Single	Double	Triple	Child
Jan 1, 2014	Apr 20, 2014	Free Sell	0	\$208	\$134	\$122	\$45
Apr 21, 2014	Dec 25, 2014	Free Sell	0	\$165	\$106	\$104	FREE
Dec 26, 2014	Dec 31, 2014	Free Sell	0	\$320	\$207	\$171	\$45
Ocean View Max. Occupancy: 3 adults or 2 adults and 2 children							
From:	To:	Allotment	Cut off	Single	Double	Triple	Child
Jan 1, 2014	Apr 20, 2014	Free Sell	0	\$244	\$152	\$134	\$45
Apr 21, 2014	Dec 25, 2014	Free Sell	0	\$201	\$124	\$116	FREE
Dec 26, 2014	Dec 31, 2014	Free Sell	0	\$356	\$225	\$183	\$45

The above rates are NET Non-Commissionable. Rates are quoted per person, All Inclusive

Child Rates :

0-3 years old	Free of Charge / Sharing with 2 Adults / 2 Children maximum per room
4-12 years old	See rate chart above/Sharing with 2 Adults/2 Children maximum per room
13 and older	Regular adult price

Accommodations / Bedding :

- The hotel does not guarantee a specific bed type. Should a room with two beds be required, the travel agent must send the request to the reservations department and confirmation will be subject to availability
- Please notice that for triple occupancy the hotel does not set rollaway beds.

EARLY BOOKING BONUS

Conditions for Early Booking Bonus :

Discount: 10 % Off per person per night over the regular net contracting rates
Booking widow: Applicable for all bookings made **70 or more days** prior to arrival
Applies To: New bookings only
Room Categories: All room categories as per stated in the contract above
Travel Window: Winter EBB: January 1st, 2014 – April 20th, 2014
Summer EBB: April 21st, 2014 – December 25th, 2014
Code: **EBB14**
Reservations & vouchers must be identified with this code otherwise regular contracted rates will apply.
Restrictions: Not combinable with the Economy Room Rates below

ECONOMY ROOM RATES (PROMO RATES)

Bungalow Tropical Garden Max. Occupancy: 3 adults or 2 adults and 2 children							
From:	To:	Allotment	Cut Off	Single	Double	Triple	Child
Jan 1, 2014	Apr 20, 2014	6	90	\$180	\$116	\$111	\$ 45
Apr 21, 2014	Dec 25, 2014	6	90	\$149	\$98	\$95	FREE
Ocean View Max. Occupancy: 3 adults or 2 adults and 2 children							
From:	To:	Allotment	Cut off	Single	Double	Triple	Child
Jan 1, 2014	Apr 20, 2014	4	90	\$216	\$134	\$122	\$ 45
Apr 21, 2014	Dec 25, 2014	4	90	\$183	\$113	\$105	FREE

Children: Sharing with 2 adults - Maximum 2 children per room

Economy Room Rates Conditions:

Allotment: 6 Tropical Bungalow + 4 Ocean View Rooms
Cut off: Rates applicable to bookings made **90 or more days** prior to arrival
Promo code: **ERR14**
Reservations & vouchers must be identified with this code otherwise regular contracted rates will apply,

IMPORTANT INFORMATION: (Applicable to regular contracting rates & promo rates)

Christmas & New Years minimum stay (Dec 26th – Dec 31st, 2014):

A 5 night minimum stay is required.

Easter Week minimum stay (April 11 – April 20, 2014):

A 3 night minimum stay is required

Easter Week Alcohol Restrictions: Presently Costa Rica law does not permit the service of alcoholic beverages on Thursday and Friday, should the law change, we will make the necessary adjustment. All outlets including bars will be open in any case.

Reservations: Contact the hotel reservations department at:

Phone: Local: 800 – 777 57 57 / International: + 506 2672- 0304

Fax: +506 2672-0133

e-mail: SJOPA_Reservations_Papagayo@hilton.com

This Agreement is subject to all the terms and conditions set forth on the following page titled "FIT Allotment and Rate Agreement Terms and Conditions." This Agreement and the terms and conditions on the next page constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement.

ACCEPTED AND AGREED TO:

**Mon Costa Rica Inversiones Turísticas
S.A**

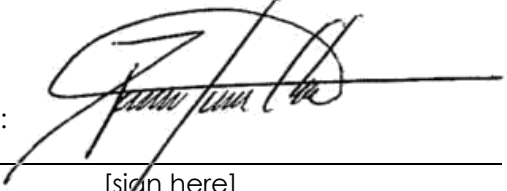
By:

[sign here]

Name: Franck Poirot
Title: Mon Costa Rica
Date: October 14th, 2013

Hilton Papagayo Resort Costa Rica

By:



[sign here]

Name: Reiner Sánchez
Title: Director of Sales & Marketing
Date: October 14th, 2013

**F.I.T. ALLOTMENT AND RATE AGREEMENT
TERMS AND CONDITIONS**

EARLY DEPARTURE FEE: In the event a guest checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The current early departure fee is the total length of stay charge, subject to change.

CANCELLATION POLICY:

Individual cancellations must be received by the cut off date, after cut off date there will be a charge of two night's room and tax. Company will be assessed this charge through either a deduction from the prepayment or direct billing to your account, whichever applies. For Christmas and New Year's period cancellation must be received 60 or more days prior to arrival otherwise a 100% penalty will apply (full stay).

NO SHOW:

No refund for reservations during Christmas, New Year's and Easter Week – 100% penalty. For other periods along the year, a 3 night penalty will apply.

NAME AND DATE CHANGES: Changes to reservations before cut off have no charge, after cut off there will be a surcharge of \$10. for each change.

CHECK-IN/CHECK-OUT TIMES: Our check-in time is 3 pm, checkout time is 12 pm. All times are local hotel times.\$15 per person per hour for late check out. All guests arriving before hotel's check-in time will be accommodated as rooms become available. Our Guest Services Department can arrange to check baggage for those guests arriving prior to hotel's check-in time when rooms are not yet available.

BAGGAGE HANDLING FEE: Payment of bag handling/porterage fees is the responsibility of the individual guest. As a guideline, the current fee is \$2 per roundtrip. If baggage handling is requested, Company must provide the guest's arrival and departure time.

PAYMENT POLICY: Unless you have received notification in writing from the Hotel that your credit has been approved, all reservations must be paid in full 14 days prior to the guest's arrival. If full payment is not received as required, the guest will be required to make a new reservation at the prevailing rate upon arrival at the Hotel.

If your credit has been approved in writing by the Hotel, the Hotel will be pleased to extend thirty (30) day credit privileges to you for room and tax. All invoices are due and payable upon receipt and payment must be received at the Hotel no later than thirty (30) days after receipt of invoice. All outstanding amounts sixty (60) days and over will be subject to an interest rate of U.S. Prime + 2%. To avoid this charge, you must pay all undisputed charges in a timely manner and send written notice describing all disputed charges. The Hotel reserves the right to review your credit periodically and to require pre-payment at any time, in its sole discretion, should your credit status change in any manner.

Please send payment to: City Bank NA

111 Wall Street, New York, NY 10005

Acct Nbr.: DDA36885891

Beneficiary: Hotel Fiesta de Playa S.R.L.

ABA: 021000089

Each individual guest is responsible for their own incidental charges. It is our policy that these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. It is the responsibility of Company to instruct the guest to check with the cashier to make certain all incidentals are paid for prior to departure.

PERFORMANCE: Hotel will review your productivity and allotment usage on a quarterly basis to determine future rate structures and number of allotment rooms confirmed. Should production not meet reasonable requirements, the Hotel reserves the right to change the room allotment and rate at the end of each quarter.

RATES VALID FOR PACKAGED TRAVEL ONLY: All rates quoted herein are applicable to: (1) FIT Package Tours; (2) FIT Tour Programs. The rates quoted in this Agreement are only for the sale of packaged, individual rates by the wholesaler or tour operator. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems. The FIT rates and this Agreement are non-transferable and non-assignable. You may not offer these rates as room-only inventory in any manner (e.g. room tax and/or fees listed separately). The prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the consumer at any time (including but not limited to billing statements) and you must not provide functionality which would permit consumers to strip the package down to view hotel room rates separately at any time. If the Hotel becomes aware of any violation of this section, the Hotel may immediately terminate this Agreement without incurring any liability to you for contracted rooms or rates. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

BROCHURE: The Hotel will provide you with the Hilton logo, our hotel name or logo and applicable photos of the Hotel for inclusion in your tour brochure or voucher. You may not make any alterations to the Hilton logo, or hotel's name, logo or hotel photos or use them in any manner or in any materials other than your tour brochure and vouchers without Hotel's prior written approval. As part of your contract, you must send to us two (2) copies of your printed brochure/voucher for our files.

COMPLIANCE WITH LAWS: You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the hotel, Hilton Hotels Corporation and the owner of the hotel, and each of their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs including reasonable attorneys' fees arising out of or connected with the provision of goods and services and your group's use of hotel's premises hereunder and your provision of services except to the extent that such claims arise out of the negligence or willful misconduct of the hotel, or its employees or agents acting within the scope of their authority. You further agree to obtain and keep in force General Liability Insurance covering your contractual obligations hereunder with limits of not less than \$1,000,000 per occurrence and provide the hotel with proof of insurance.

DISPUTE RESOLUTION: The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of Costa Rica will be the governing law.

ATTORNEYS' FEES: The parties agree that in the event that any dispute arises in any way relating to this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees, costs and pre and post judgment interest.

NON-ASSIGNMENT: Neither party may assign this Agreement nor any part hereof to any third party without the prior written consent of the other party except that Hotel may assign this Agreement to a new owner and/or manager of the Hotel.