

Membership Agreement executed this January 23, 2018, by and between TERRAPACIFICA, S.A. DE C.V. ("PUEBLO BONITO") and:

NAME: Scott Lee Marx

ADDRESS: 3724 N McKinley Park

CITY/STATE: Meridian / Idaho

ZIP CODE: 83646

COUNTRY: U.S.A.

(The "MEMBER")

AREA CODE: 206 RESIDENCE PHONE: 200-0543

BENEFICIARIES:

AREA CODE: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_

1. \_\_\_\_\_

AREA CODE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

2. \_\_\_\_\_

E-MAIL: scott@codemarx.com

3. \_\_\_\_\_

SOCIAL SECURITY NUMBER: 560-11-3102

4. \_\_\_\_\_

FIRST USE YEAR: 2018

IN CASE THE MEMBER IS NOT A MEXICAN CITIZEN, DRIVERS'S  
LICENSE (OR OTHER IDENTIFICATION DOCUMENT WITH PICTURE)  
Licencia Manejo 010171660635

IN CASE THE MEMBER IS A MEXICAN CITIZEN:  
IFE (OR ANY OTHER OFFICIAL IDENTIFICATION WITH PICTURE)

#### PUEBLO BONITO MONTECRISTO POINTS MEMBERSHIP

POINTS			PUEBLO BONITO MONTECRISTO POINTS ANNUAL MANDATORY ACTIVATION FEE	
POINTS	600	six hundred	PUEBLO BONITO MONTECRISTO POINTS ANNUAL OPTIONAL ACTIVATION FEE	X
PLATINUM POINTS	600	six hundred	PUEBLO BONITO PLATINUM POINTS ANNUAL ACTIVATION FEE (IN CASE OF USAGE).	X

#### PAYMENT OPTIONS AND METHOD

OPTION A: CASH PURCHASE		OPTION B: FINANCED PURCHASE	
(a) Purchase Price.....	\$ 33,750.00	(a) Purchase Price.....	\$ 37,500.00
(b) Closing Costs.....	\$ 990.00	(b) Closing Costs.....	\$ 990.00
(c) Total Purchase Price (a+b).....	\$ 34,740.00	(c) Total Purchase Price (a+b).....	\$ 38,490.00
(V.T.A. included)		(V.T.A. included)	
MINUS:		MINUS:	
(d) Initial Down Payment.....	\$ 3,849.00	(d) Initial Down Payment.....	\$ 3,849.00
(e) Balance.....	\$ 30,891.00	(e) Balance Down Payment .....	\$ 0.00
		(f) Remaning balance to be financed.(c-d)..<	\$ 34,641.00
The Parties agree that the payments stipulated in this Agreement will be made in the following currency (please mark the selected option with an "X").		The Parties agree that the payments stipulated in this Agreement will be made in the following currency (please mark the selected option with an "X").	
Pesos, currency of the United Mexican States		Pesos, currency of the United Mexican States	
Dollars, currency of the United States of America	X	Dollars, currency of the United States of America	X

For the effects of this agreement, below are the applicable ordinary and late payment interest rates in Pesos and Dollars, depending on the currency elected by the Member:

**IF OPTION A, CASH PURCHASE, IS ELECTED** PUEBLO BONITO hereby acknowledges having received from Member the amount of \$ 3,849.00 and the remaining balance of \$ 30,891.00 as described in paragraph e) is due on or before February 23, 2018.

**IF OPTION B, FINANCED PURCHASE, IS ELECTED**, the parties shall sign the financing agreement attached hereto as **Exhibit "A"**. PUEBLO BONITO hereby acknowledges having received from MEMBER the amount of \$ 3,849.00 therefore, the remaining balance of Down Payment shall be \$ 0.00, payable as follows:

The MEMBER will make each and every one of the payments due by MEMBER under the terms of this Agreement at the adress of PUEBLO BONITO as established herein, or through PUEBLO BONITO's authorized agent, Concord Servicing Corporation or Concord Servicing de Mexico, or any other agent that PUEBLO BONITO may authorize, in the currency elected in this Agreement. PUEBLO BONITO agrees that the MEMBER has the option to prepay the balance due with no prepayment penalty whatsoever other than the interest generated and paid as of such date. In connection with the foregoing, the Parties agree that any payment obligations undertaken in Mexico in a foreign currency must be paid in Pesos, currency of Mexico, at the exchange rate in effect at the time of payment, or in foreign currency, as elected by the Parties.



**MEMBERSHIP AGREEMENT EXECUTED BY AND BETWEEN TERRAPACIFICA, S.A. DE C.V., HEREIN REPRESENTED BY ITS LEGAL REPRESENTATIVE GABRIELA SELENE COSS ANGULO ("PUEBLO BONITO"), AND THE MEMBER (AS DESCRIBED IN THE COVER SHEET OF THIS CONTRACT), IN ACORDANCE WITH THE FOLLOWING REPRESENTATIONS AND CLAUSES:**

**REPRESENTATIONS**

**I.** PUEBLO BONITO, through its legal representative, hereby makes the following representations:

A. PUEBLO BONITO is a corporation duly organized in accordance with the laws of the United Mexican States, as evidenced in Public Instrument number 59 dated June 3, 2003, executed before Mr. Roberto Armando Orozco Alonzo, Notary Public number 130 in and for the State of Jalisco, the first testimony of which is recorded in the Public Registry of Property and Commerce of the First District, in San José del Cabo, Baja California Sur, mercantile folio number 0082, dated December 12, 2003.

B. PUEBLO BONITO's legal representative has sufficient and appropriate faculties to bind PUEBLO BONITO under the terms of this Agreement, evidenced in Public Instrument No. 48485 dated May 22, 2013, executed before Lic. Roberto Armando Orozco Alonzo, Notary Public No. 130 in and for City Guadalajara, Jalisco, and such faculties have not been revoked and/or modified in any way whatsoever as of the date of this Agreement.

C. The address of PUEBLO BONITO is: Domicilio Conocido SN Centro, Cabo San Lucas, Baja California Sur, 23450, México.

D. PUEBLO BONITO's Federal taxpayer's number ("RFC") is: TER030603R77.

E. PUEBLO BONITO agrees to execute this Agreement under the terms and conditions set forth in this instrument.

**II.** The MEMBER, acting on his/her own behalf, hereby represents as follows:

A. THE MEMBER's personal information as established in the cover sheet of this Agreement are true and correct and remain unchanged through the date of execution hereof.

B. THE MEMBER agrees to execute this Agreement and bind himself/herself under the terms and conditions set forth in this instrument.

Now therefore, in consideration of the above representations, and both parties having acknowledged the legal status of each other (hereinafter referred to collectively as the "Parties"), they agree to bind themselves under the terms of the following:

**C L A U S E S**

**FIRST. DEFINITIONS.** In addition to the definitions established in this Agreement, the following terms will have the meanings set forth below:

PUEBLO BONITO POINTS ANNUAL MANDATORY ACTIVATION FEE, means the fee that the MEMBER must pay as activation for the total number of Pueblo Bonito Montecristo Points owned by the MEMBER, according to an annual base, regardless if they are used or not.

PUEBLO BONITO POINTS ANNUAL OPTIONAL ACTIVATION FEE, means the fee that the MEMBER must pay according to the total number of Pueblo Bonito Montecristo Points that he/she wishes to activate annually.

REFURBISHING FEE, a). For the mandatory activation fee, the MEMBER will pay a renewal fee every twenty-five years which will be equivalent to 5 universal points activation fees based on the rate in the corresponding year. b). For the Optional Activation fee, the renewal fee means the mandatory fee that the MEMBER must pay every (5) five years equivalent to one Pueblo Bonito Points Annual Activation Fee, based on the fee in effect during the corresponding year.

The 5 or 25 years mentioned above, depending on the type of activation fee chosen by the MEMBER, will be counted from the date of this agreement and / or conversion agreement to optional points, for the collection of the refurbishing fee.

HOTEL, means the corresponding Pueblo Bonito Group location (resort) where the MEMBER wishes to stay under the vacation program ACT, refers to the Federal Consumers Protection Act.

PUEBLO BONITO, means the Corporation represented in this Agreement, owner of the rights and obligations hereunder.

PUEBLO BONITO MONTECRISTO POINTS, means the non-cumulative points that the MEMBER will have the right to purchase and which will be exchanged for hotel nights, or any other product or service provided by PUEBLO BONITO.

PLATINUM POINTS, refers to those Pueblo Bonito additional bonus points that PUEBLO BONITO gives its Members in a number that is equivalent to the Pueblo Bonito Montecristo Points purchased by the Member, and which are limited to a minimum of 85 (eighty-five) and a maximum of 600 (six hundred) Platinum Points per Member non cumulative, subject to availability, and restricted usage to Montecristo inventory only.

MEMBER, means the person or persons signing this Agreement as such.

**SECOND. OBJECT.** This Membership Agreement is executed by and between PUEBLO BONITO and the MEMBER, who is the person whose information is established in the cover-sheet of this Agreement and who will be granted all the benefits inherent to this Agreement, consisting of the purchase of non-cumulative Montecristo points to be exchanged for room-nights, products and/or services, which may be consulted in the following address: [www.pueblobonito.com.mx](http://www.pueblobonito.com.mx)

**THIRD. OBLIGATIONS OF THE PARTIES.**

PUEBLO BONITO's OBLIGATIONS. The obligations of PUEBLO BONITO acquired hereunder are to undertake to provide the hotel nights, products and/or services referred to in this Contract in a consistent and diligent manner throughout the term of this Agreement. In case of additional services rendered by external providers, PUEBLO BONITO will only act as intermediary, therefore, such outside service providers shall be responsible for the performance of their own obligations.

Among other services provided under this Membership Agreement and in accordance with the terms of the Act, PUEBLO BONITO will be obligated to provide and make available to the MEMBER the rights of use, enjoyment, possession and other rights consisting of the use of certain prepaid hotel rooms, for periods of time previously agreed upon, exchanging such services whether for Pueblo Bonito Montecristo Points or other forms of payment, such as the Activation Fee, provided however that ownership of such units will not be transferred to the MEMBER at any time established under this Agreement.

In addition, if PUEBLO BONITO fails to provide the corresponding services to the MEMBER under the terms of this Agreement once the MEMBER has made his/her reservation and a reservation confirmation has been issued to the MEMBER, PUEBLO BONITO must immediately re-accommodate the MEMBER, at PUEBLO BONITO's expense, in another hotel in the same city of the same or higher quality and category as that of the HOTEL, it being understood that any failure to re-accommodate the MEMBER will be



attributable to PUEBLO BONITO. If such re-accommodation is not possible, PUEBLO BONITO will reimburse the MEMBER the expenses incurred by the MEMBER in order to travel to the location of the Hotel, and such expenses will be paid by PUEBLO BONITO within a period of fifteen (15) days from the date the MEMBER proves the corresponding expenses by providing the appropriate support documentation.

MEMBER'S OBLIGATIONS. The MEMBER is obligated to timely comply with each and every one of the MEMBER's payment obligations acquired hereunder, and to observe all the terms and conditions set forth in this Agreement and its Exhibits.

**FOURTH. PUEBLO BONITO MONTECRISTO POINTS PROGRAM.** By virtue of this Agreement, PUEBLO BONITO grants the MEMBER a points program (the "Pueblo Bonito Montecristo Points Program"), where the MEMBER will have the right to purchase or acquire certain non-cumulative Montecristo points ("Pueblo Bonito Montecristo Points") that may be exchanged whether for hotel nights or for any other product and/or service provided by PUEBLO BONITO now or in the future.

Pueblo Bonito Montecristo Points are valid for 1 (one) calendar year during the term of this Agreement, beginning as of their activation, as elected by the MEMBER, and will be non-cumulative for future years (except under the terms and conditions established in this Agreement); additionally, the MEMBER agrees and acknowledges that Pueblo Bonito Montecristo Points will not be reimbursed once they have been exchanged.

The MEMBER may call the numbers described in the information kit that he/she will receive at the time of signing this Agreement to request an account statement and confirm the number of Pueblo Bonito Montecristo Points owned by the MEMBER; in addition, the MEMBER may request any other information concerning the services for which the MEMBER may exchange his/her Pueblo Bonito Montecristo Points.

Without prejudice to the foregoing, Pueblo Bonito will send the MEMBER an account statement within eight (8) calendar days after the cutoff date of the corresponding month, and if the MEMBER disagrees with any item or amount reflected in the account statement, PUEBLO BONITO will have a period of five (5) calendar days to clarify such objected item or amount by sending its response to the address or communication means indicated by the MEMBER.

**FIFTH. USE OF PUEBLO BONITO MONTECRISTO POINTS.**

**A) PUEBLO BONITO MONTECRISTO POINTS.**

The MEMBER, at the time of signing this Agreement, acquires 600 (six hundred)

Pueblo Bonito Montecristo Points which may be exchanged for hotel nights, as described in Exhibit "B" attached hereto, or for any other product and/or service described in the information kit delivered to the MEMBER at the time of signing this Agreement. The foregoing applies both to a cash purchase of Pueblo Bonito Montecristo Points, and to a financed purchase of Pueblo Bonito Montecristo Points.

The MEMBER may acquire or purchase additional Pueblo Bonito Montecristo Points at any time after the date of signing this Agreement from any participant Pueblo Bonito point of sale, it being understood that such additional Pueblo Bonito Montecristo Points will be subject to the rules, terms and conditions established in this Agreement and its Exhibits as in effect at the time of the new purchase.

Pueblo Bonito Montecristo Points may be used in order to make reservations for up to 1 (one) year in advance. Weeks Christmas and New Year Weeks do not apply to Montecristo Points or Platinum Points. They are not part of this program and will not be confirmed.

**B) PLATINUM POINTS:** If applicable, the MEMBER, by acquiring Pueblo Bonito Montecristo Points, will have the right to obtain additional Platinum Points, as defined herein, which will be subject to the terms and conditions set forth below.

If applicable, Platinum Points will be granted at the time of signing this Agreement and may be exchanged for the following:

--Additional nights.                      --Room upgrades.                      --Products or Services available at the time.

The Parties agree that to access any Platinum Point benefits, the MEMBER must be current in the payment of his/her Pueblo Bonito Points Annual Activation Fee and have at least 85 (eighty-five) valid Pueblo Bonito Montecristo Points purchased annually, on a calendar year basis. All reservations made with Platinum Points must be received a maximum of four (4) months or less, before the check-in date; the activation cost of Platinum Points will be equivalent to the activation cost of Montecristo Points.

Confirmations will be subject to availability at the time the reservation is requested and no reservations will be taken for the following Holidays: (please confirm dates in calendar)

--Week prior to Holy Week

--Holy Week

--Thanksgiving Week

--Week of Christmas and New Year's

Platinum Points can not be exchanged for additional room nights and/or upgrades in Novaispania.

The cost of Platinum Points will be equivalent to Pueblo Bonito Montecristo Points.

Platinum Points cannot be deposited into the Registry Collection Program.

Platinum Points cannot be accumulated for future years.

Platinum Points are non-transferrable in a resale or point assignment scenario, but they may be offered by the original MEMBER for use by other guests, family members or friends of the MEMBER.

**c) GENERAL USE RULES:**

The MEMBER must have paid his/her Annual Activation Fee prior to making any reservations.

The MEMBER may use his/her points for three or four days periods, according to Exhibit "B", provided they are used in the same year. Use periods are subject to availability.



**SIXTH.FEES,** The Parties agree and the MEMBER acknowledges that he/she will pay the following fees in connection with the Pueblo Bonito Montecristo Points purchased hereunder:

1.- Pueblo Bonito Montecristo Points Annual Mandatory Activation Fee: The MEMBER is obligated to pay this fee annually, and it will be paid for the total number of Pueblo Bonito Montecristo Points established in the cover sheet of this Contract. This fee will be paid every calendar year, whether the Pueblo Bonito Montecristo Points are used or not.

2.- Pueblo Bonito Montecristo Points Annual Optional Activation Fee: The MEMBER is obligated to pay this fee at the time of activating the corresponding Pueblo Bonito Montecristo Points purchased. This fee will be paid only at the time of activation. The fees described above must be paid by the MEMBER to PUEBLO BONITO, in order that the latter may administrate the Hotel and guarantee an adequate performance of the services provided for hereunder.

3.The cost of the annual activation fee for each Pueblo Bonito Montecristo Points as of the date of this Agreement is \$1,961.00 (One thousand nine hundred sixty one dollars 00/100 uscy) including taxes per week. This fee will be adjusted according to the annual inflation index of the United States of America, provided however that, under no circumstances whatsoever will this adjustment be higher than 6% (six percent).

4.-Mandatory Refurbishing Fee:

4.1 When the MEMBER elects the Annual Optional Activation Fee, he/she will pay as Mandatory Refurbishing Fee the equivalent of one (1) year of the total sum of Pueblo Bonito Montecristo Points, based on the current fee for that year (not including Platin Points), to be paid one (1) time every five (5) years during the terms of this Agreement. This is a mandatory fee.

4.2 If the MEMBER elects the Annual Mandatory Activation Fee, he/she will pay as Mandatory Refurbishing Fee the equivalent of 5 (five) Pueblo Bonito Montecristo Point Activation Fees for each twenty-five (25) years period, based on the rate in effect during the corresponding year when this payment becomes due and payable.

**SEVENTH. ADDITIONAL COSTS AND EXPENSES FOR PRODUCTOS AND SERVICES,** The Parties agree that there may be additional costs or expenses for specific products and/or additional services (such as food, beverages, Spa services, etc.) other than the costs or expenses for the use of Pueblo Bonito Montecristo Points, as described in the Tenth Clause hereof.

**EIGHTH. TERMS,** This Agreement will have a term of 25 (twenty-five) years and it must be extended provided the MEMBER is current in each and every one of the payments and obligations acquired hereunder. After such period, there may be up to three (3) extensions of twenty-five (25) years each, until reaching a total term of one hundred (100) years as of the date of this Agreement.

**NINTH. ASSIGNMENT,** If the MEMBER intends his/her rights and obligations under this Agreement, he/she must be current in the payment of all ordinary and/or extraordinary fees described in the sixth clause above and other any debt of pecuniary nature that the MEMBER may for any reason undertake in connection with this Agreement.

Therefore, if the MEMBER intends to assign his/her rights and obligations hereunder, PUEBLO BONITO shall grant its consent in writing indicating that there is no debt whatsoever and that such assignment is authorized. PUEBLO BONITO will issue such consent within a period not to exceed 15 (fifteen) business days after the MEMBER requests such consent in writing. The MEMBER will pay PUEBLO BONITO an administration fee of \$500.00 U.S. dollars (five hundred dollars 00/100 currency of the United States of America) to cover the costs or expenses incurred in reissuing documents and/or registering a new MEMBER in its records.

**TENTH. MEMBERSHIP SERVICES,** The MEMBER will receive the following services as a result of the execution of this Agreement (additional to the exchange of Pueblo Bonito Montecristo Points):

- Discounts on additional rooms for family members and friends
- Discounts on Spa treatments (lockers, Jacuzzi, etc.)
- Individually controlled air-conditioner
- Special promotions throughout the year
- Special prices on meal packages
- Rooms for handicapped guest
- Variety of restaurants
- Wake-up call service

- Daily maid service
- Safe deposit box
- Purified water
- hair dryer
- Bell-boy
- Jacuzzis
- Pools
- Gym

- Area designated for children
- Iron and ironing board
- Equipped kitchenette
- Non-smoking rooms
- Luggage service
- Satellite TV.
- Swim-up bars
- Parking lot

The following services may be provided for an additional charge:

- Beauty salon services, massages, facial and body treatments
- Event organization (weddings, birthdays, anniversaries, etc.)
- Dry cleaning and laundry services

- Medical services
- Internet access
- Kids club

**ELEVENTH. MEMBER'S REPRESENTATIONS.** The MEMBER hereby acknowledges and accepts that:

By executing this Agreement, the MEMBER acknowledges that he has received and read this Agreement and the Exhibits hereof, which have also been signed by the legal representative of PUEBLO BONITO, and accepts the contents, rights and obligations set forth in such documents; in addition, the MEMBER represents that he has received a legible copy of each and every one of the documents that he/she has signed during the negotiations of this Agreement.

**TWELFTH. CHANGES IN THE HOTELS.**

If PUEBLO BONITO intends to make significant changes that will result in a reduction or removal of any installations, green areas, recreational areas and/or common areas of the HOTEL PUEBLO BONITO will send the members a proposal in writing in order to obtain the approval of the majority of the members as to such changes and/or modifications.

**THIRTEENTH. CONTRACT RESCISSION.** The Party that is current and up to date of this obligations may rescind this Agreement under specific notice and court order in any of the following events:

- a) For breach of the conditions set forth in this Agreement.
- b) In case of financing, if the MEMBER is behind in one or more monthly payments for a period of 60 (sixty) days or more.
- c) If the MEMBER assigns or transfers this Contract to a third party without the previous written authorization of PUEBLO BONITO, failing to observe the provisions of the ninth clause.



In these cases, the affected party may legally proceed to demand the specific performance of the obligations stipulated herein, or the rescission of this Agreement, and in both cases the affected party will be entitled to the payment of damages.

**FOURTEENTH. TERMINATION.** This Agreement may be terminated with no penalty for either Party, in any of the following events:

1. By expiration of the terms of this Agreement, if the MEMBER decides not to elect the corresponding extension.
2. In case of death of the MEMBER, if his/her beneficiaries decide not to continue with this Agreement.

The termination of this Agreement shall be in writing and delivered either to: (I) the place where this Agreement was signed, (II) the address of PUEBLO BONITO, established in the section of representations of this Agreement; (III) The address established by PUEBLO BONITO in the information package delivered to the MEMBER on the date this Agreement is signed; or (IV) By registered mail. The date of the termination notice shall be the date when the notice is deposited in the mail or with the courier service company, as evidenced by the post office stamp or the tracking number document of the courier service company.

**FIFTEENTH. TERMINATION IN ADVANCE.** If the MEMBER decides to terminate this Agreement in advance, he/she shall request such termination through written document delivered to PUEBLO BONITO at least 15 (fifteen) business days in advance.

**SIXTEENTH. BENEFICIARIES.** The MEMBER hereby designates the person(s) described in the coversheet of this Agreement as beneficiary of the rights and obligations resulting from this Agreement.

In case of death of the MEMBER, his/her beneficiary may undertake the rights and obligations contained in this Agreement, if the beneficiary elects to do so. Additionally, any expenses, dues or taxes resulting from such circumstance according to the applicable laws, and for the renewal of this Agreement, shall be exclusively at the beneficiary's expense.

**SEVENTEENTH. INVOICES.** PUEBLO BONITO will provide the MEMBER, in performance of the applicable tax provisions, the invoices, receipts or payment evidence containing the specific information of the service provided or the transaction executed, whether in hard copy or via electronic means. Additionally, PUEBLO BONITO will provide the MEMBER with a certificate every time the MEMBER acquires PUEBLO BONITO MONTECRISTO POINTS, in order that the MEMBER may have better control and more information. In consequence, any taxes that apply as a result of this Agreement shall be in accordance with the Mexican fiscal legislation in effects at the time of payment.

**EIGHTEENTH. MISCELLANEOUS PROVISIONS.** All the terms, agreements and stipulations contained in this Agreement shall be applicable to, will inure to the benefit of, and be binding upon PUEBLO BONITO, the MEMBER, their respective successors, beneficiaries, heirs, administrators, executors and assigns. This Agreement substitutes and renders invalid any previous negotiations, representations and agreements, and no amendments of or additions to this Agreement will be valid unless approved in writing by PUEBLO BONITO and the MEMBER.

In case of amendments of this Agreement, PUEBLO BONITO shall notify the nature of any such amendments to the MEMBER in writing, at least 30 (thirty) days prior to the amendment becoming effective. If the MEMBER disagrees with any such amendments, he/she may request the termination of this Agreement, incurring no liability whatsoever, in which case the MEMBER shall pay his/her unpaid debts, according to the conditions originally contracted.

Additionally, the parties agree that all the terms and conditions relating to the financing (if applicable) established in this Agreement and in Exhibit "A" cannot be amended, considering that fixed-term credits are not subject to modifications or amendments.

Lastly, the Member agrees to sign Exhibit "C" which includes the verification program for new members, describing the point exchange method, among other things.

**NINETEENTH. NOTICES.** Any communication between the Parties must be in writing and delivered to the addresses and/or e-mail addresses set forth in the coversheet of this Agreement, or to the addresses duly notified, return receipt requested.

**TWENTIETH. CHANGE OF ADDRESS.** The Parties must notify each other in the manner stated above, in case of a change of address, e-mail address or telephone number.

**TWENTY-FIRST. HEADINGS.** The clause headings contained in this Agreement are for ease of reference only and therefore will have no legal effects whatsoever, and shall not in any way define or limit the contents of the clauses. For purposes of interpretation of each clause, the contents thereof and not the heading, must be taken into consideration.

**TWENTY-SECOND. ADVICE FOR THE MEMBERS.**

- a) Do not sign this Agreement if you have not previously read it, or if any spaces have been left blank, except the space designated for PUEBLO BONITO's signature.
- b) You have the right to receive a completely filled-out original of this Agreement.
- c) In case of a financed purchase, the MEMBER has the right to prepay the entire sum of his/her debt without any prepayment penalty.

**TWENTY-THIRD. REGULATIONS AND BEHAVIOR CODES.** The Parties hereby agree that if the MEMBER decides to exchange his/her Pueblo Bonito Montecristo Points for hotel nights, whether in PUEBLO BONITO or in any other associated hotel, the MEMBER will be the internal rules and regulations applicable in each hotel. In case of products or services, specific restrictions and rules will also apply.

PUEBLO BONITO will provide the MEMBER with a copy of the internal rules and regulations. The term "internal rules and regulations" shall be construed as the document that contains the rules and conditions for the use and enjoyment of HOTEL units.

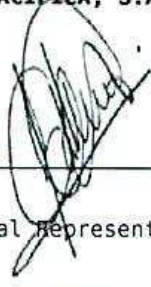
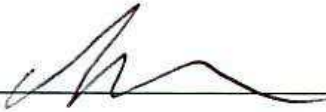
**TWENTY-FOURTH. DISCREPANCIES.** This Agreement is written in English and Spanish. In case of any discrepancy, the Spanish version shall prevail in all cases.

**TWENTY-FIFTH. JURISDICTION.** For the interpretation and performance of this Agreement, the Parties shall submit first to the Federal Consumer Protection Agency (Procuraduría Federal del Consumidor) and if no agreement is reached, to the competent Courts and the applicable laws in Cabo San Lucas, Municipality of Los Cabos, State of Baja California Sur, México, and hereby waive any other jurisdiction that may correspond to them as a result of their present or future addresses, or for any other reason.



**TWENTY-SIXTH. RECORDING.** This adhesion Contract is recorded in the Public Registry of Contracts of Adhesion of the Federal Consumer's Protection Agency, under entry number 6829-2014, dated november 21, 2014, and any amendments of this Agreement that may affect the MEMBER will be considered as not included herein, according to the terms of articles 86 and 86 Quarter of the Federal Consumer Protection Act.

Both Parties, after reviewing this Agreement and aware of the contents, extent, legal force and value hereof, sign their names on the coversheet of this Agreement, in two counterparts, in the City of Cabo San Lucas, Baja California Sur, Mexico, on the date written on the coversheet of this Agreement.

<p style="text-align: center;"><b>"PUEBLO BONITO"</b> <b>TERRAPACIFICA, S.A. DE C.V.</b></p> <p>By:  _____ Legal Representative</p>	<p style="text-align: center;"><b>"MEMBERS"</b></p> <p>By:  _____</p> <p>By: _____</p>
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**CONFIDENTIALITY OF PERSONAL INFORMATION.** PUEBLO BONITO undertakes to respect the privacy of the MEMBER's information set forth in this Agreement, therefore, PUEBLO BONITO will not disclose such information to any third parties without the previous consent of the MEMBER, unless PUEBLO BONITO determines in good faith that such disclosure is required to

- 1). Satisfy any legal requirement.
- 2). Make any consultation in order to comply with the providing of the services stipulated in this Agreement.
- 3). Protect the direct interests of the MEMBER.

The information provided by the parties is confidential and will be used exclusively to provide the services stipulated in this instrument.

The MEMBER authorizes or not that his/her personal information be used for PUEBLO BONITO's marketing or publicity purposes.

Authorized \_\_\_\_\_

Not Authorized  \_\_\_\_\_