

## **RENTAL CONTACT ENGLISH TRANSLATION**

Rental agreement between Inmobiliaria Baja Mar, S.A. de C.V.; represented for this purpose by Mr. Carlos Gonzales Munoz as a legal representative, who will be known as the "rental", and by Mr. Mrs.-----, Who will be known as the "renter", that will follow these declarations

A. The rental declares by his legal representative and under oath of stating the truth:

1. That it is a legally constituted entity under the laws of United States of Mexico.
2. That the land of his property, located at kilometer 34 of the free federal Ensenada road, city hall of Playas de Rosarito, B.C. Has a trailer and mobile park installed known as 'Popotla trailers park', referred hereafter as "el campo", in which they have temporal parking spaces for rental of those vehicles and complies with the sanitary conditions required by law. In addition, for who requires it and under the conditions stated below, "el campo" offer the services for outlets for portable water, electricity and sewer. Watchman, street and common area lightning, trash collection, public restrooms, and also offers gardens and areas to play ball, swimming pool, restaurant, video-bar, terrace area, and beach access among others.
3. Being suitable for his interest, wishing to rent to the 'renter' the space marked with number \_\_\_\_\_ of "el campo", with area, boundaries and other characteristics are specified in the attachment # 1, which constitutes an integral part of this document.

B. Declares 'the renter' under oath of stating the truth:

1. That they wish to rent the space marked with number \_\_\_\_\_ of "el campo", for an inevitable one (1) year period, starting the first of January of 2002, with the only and exclusive purpose of temporal parking their trailer or motor home with the following characteristics:  
Make \_\_\_\_\_  
Model \_\_\_\_\_  
Color \_\_\_\_\_  
License-plate: \_\_\_\_\_  
Dimensions \_\_\_\_\_  
Estimated value \$ \_\_\_\_\_
2. That has the economic capacity to sign this contract and that understands all the terms reached, legal and economic consequences, and accepts them.
3. That knows the operation rules established for the functioning of "the camp", that he compromises to respect in all it's terms. The same one is part of this contract as attachment # 2, which constitutes and integral part of this document.
4. That they know the facilities of "el campo" and it's state of conservation and its privilege location in front of the pacific ocean next to the beach.
5. That they know the conditions of the temporal parking space matter of this contract, that it has no undisclosed problems and for which they resign the rights and faculties given by the articles 2286-fraction v, and 2295 of the civil code active for the state of north Baja California.

Having exposed the above, the parts agree on the following clauses:

**First:** "The rental" rents to "the renter" the space marked with number \_\_\_\_\_  
From "the camp" for trailers and Mobil homes named Popotla Trailers Park located in kilometer 34 of the free federal Tijuana-Ensenada road, Rosarito beach, and state of Baja California.

**Second:** The term of this rental contract is for a period of 12 enforceable months for both parts, the same that will start the first of the year 2002 and will end the 31 of December 2002.

In case that the parts don't agree on renewal terms before the renewal date "the renter" will vacate the mentioned space on the date established, December 31, 2002.

In case that "the renter" doesn't vacate the mentioned space on the date established, the present contract would not be prorated, because it's understood that this contract is not proratable. And by the same "the renter" declines the faculties given by the article 2359 from de civil code for the state of Baja California. And is due to pay as a penalty for not vacating the space and for damage and loss, the amount of \$\_\_\_\_\_ for each day delayed in vacating the space. Likewise, "the renter" before vacating the space matter of this contract, must be up to date with the rent payment, and must have paid the dues for using any additional services that may have been rendered. Pay the amount of the penalty, in the supposed case that the space had not been vacated on time. Therefore they can not move their trailer or mobile home until that amount is paid, in accordance with the previous paragraph.

**Third:** The amount for the monthly rent will be \$\_\_\_\_\_ (dollars), United States of America legal currency. Or it's equivalent en national currency, using the change rate available on the same day that payment is made, according to bank of Mexico, amount which will annually be incremented in the same proportion of the inflation on the Mexican republic, plus taxes.

"The renter" will make the monthly payments to the address of "the rental", located in kilometer 34 of the free federal Tijuana-Ensenada road, specifically en the general offices situated inside the trailer and mobile home park known as Popotla trailer park, city of playas of Rosarito, Baja California. Within the first ten days of each month, "the renter" may retain by no means this rent under any judiciary or extra judiciary title. In consequence, under no means "the renter" can ask to lower the rent, expect in case of article 2294 from civil code for the state of Baja California, by which they renounce the rights acquired by articles 2295, 2319, and 2364 of same civil code.

"The renter" must make payments by check or cash to "the rental" that must extend the correspondent receipt for the amount and tax established. In case the payment is made by check, this will be considered as paid in good faith. But the receipt will not become effective until the check or checks have been cleared.

Also, mailing a check to P.O., box 431135, San Ysidro 92142-1135 may make the rent and tax payments. Before the date stipulated in this contract, within the first ten days of each month, this payment will be considered as paid, but the receipt will become effective until the check or checks have been deposited in "the rental" account.

The parts agree that all month of rent is necessary. "The renter" is obliged to pay the rent for the whole month, even if the space was occupied one day.

**Fourth:** "The renter" agrees not to bring drugs, inflammatory, dangerous or corrosive substances, or fire works to "the camp". In case this ordinance is not followed, the renter is entitled to loss and damages caused by the introduction of said substances may cause to third parties, to their belongings or property, or to the renowned of "the camp". "The rental" will be dismissed from all civil or penal responsibility.

**Fifth:** The parts agree that if "the renter" wishes to have guests or visitors in "the camp", may do it with previous written authorization from the administration of "the camp", and previous payment of the fee established for that effect.

**Sixth:** The "renter" may use the space matter of this contract, only and exclusively to park the trailer or mobile home descived in the clause roman I of the declarations of "the renter" and inhabited in company of:

Mr. \_\_\_\_\_ Relationship \_\_\_\_\_  
Mrs. \_\_\_\_\_ Relationship \_\_\_\_\_  
Children \_\_\_\_\_ Relationship \_\_\_\_\_  
\_\_\_\_\_ Relationship \_\_\_\_\_  
\_\_\_\_\_ Relationship \_\_\_\_\_  
\_\_\_\_\_ Relationship \_\_\_\_\_

These people may have the benefit of use and right to use the additional services, provided, the conditions established for use and usage of the same are fulfilled. "The rental" will have justified motive to ask to vacate the space if the space is used for other business.

**Seventh:** "The renter" is obliged to conserve, under his cost, the hygienic conditions that has the parking space object of this contract. Keep it clean, maintain the unit, take care of the plants and gardens and any other that will benefit the general aspect of "el campo". They will deposit the trash in the trash bins that for that effect has been placed by "el campo". If this in not done "the rental" will make the necessary arrangements and will debit "the renter" for any expenses that might have been incurred in the cleaning services. Likewise, "the renter" will be responsible for all the damage of the space rented, no matter what cause it, or if it was cause by their family, dependents or guests. The malfunctions of the drainage and other installations accessory to the basic service that belong to the rented space, will be repair by 'the renter" in addition to any damage produced by the wrong use of the basic installations.

**Eighth:** The parts agree that during the enforcement of this contract "the renter" will require previous written permission from "the rental" to introduce a new trailer vehicle or Mobil home to "the campo". Its also required, previous written permission, to modify the dimensions and shape of the same, or do any remodeling or decoration changes as needed. In case "the rental" agrees to them, "the rental" will became beneficiary of said construction, in the case that the rental will not want to keep them, they can take them down with charge to "the renter" for the amount incurred in the demolish. "The renter" promises to clean up the trash when the work is completed of all construction materials not used for the remodeling. If "the renter" changes the shape of the rented property or makes improvements or/and constructions without the required permit; they will first be responsible of the terms in article 2315 of the civil code and second "the rental" is not obliged in any way to pay for the improvements. "The renter" must pay all damages and repair the defects caused, not being obliged to articles 2297, 2298, and 2321 of the civil code mentioned.

**Ninth:** The parts agree that "the renter" cannot trespass the rights of another renter, nor his trailer or Mobil home, as long as it is parked in "the camp". The "rental" can not rent or sub lease the space object of this contract unless they have written authorization from "the renter". They can only rent or sub lease to persons who have the same conditions of honesty, conservator and financial solvency that apply to this contract, they resign the rights conceded in the article 2366 of the mentioned civil code.

The authorization referred in the two previous clauses will only be accepted when emitted from resolution adopted by the administration of "the rental". Any act in violation established in this clause will be null and will be enough cause to rescind the contract.

**Tenth:** "The renter" is responsible for any labor claim that could be established, in regards to temporal personnel hired for their services. To which effect, any person who will perform a service must go to the office to register and to obtain an identity card. The renter is responsible for any damage that these personnel may cause to a third party.

**Eleventh:** The parts agree that the present rental agreement will be terminated by the violation in the clauses previously described and by the ones established in article 2357of the civil code cited before and also by the date agreed for termination. By the end of the agreement "the renter" will vacate the rented space on the specified date in paragraph two of the second clause of this contract.

**Twelfth:** The following violating causes and the ones established by the law will be cause to terminate this contract:  
Lack of payment for two or more months.

Sub lease of part or all the parking space, or the total or partial grant of "the renters" rights. Or if, "the renter" uses the space for other purposes rather than the ones stipulated in the contract. Or if any modifications or variation of the space without previous written approval of "the rental", and in terms of agreed.

The introduction of corrosive or dangerous substances. The introduction or use of drugs or flammable substances inside "the park".

The repeated violation of the dispositions and the obligated general observances for all tenants and users of the services provided by "the rental" in the operations manual that has been known, accepted and respected by "the renter" under oath of saying the truth.

The cancellation of this contract or violation of its clauses and by the ones established on the article 2362 of the civil code for the state.

**Thirteenth:** The parts agree that in case of cancellation of the contract the following will apply.

If caused by "the rental", "the renter" will have the right to partial or total devolution of the rent paid in advance, and will be able to make use of space to park his trailer or Mobil home for 30 calendar days without payment.

If caused by "The renter", they must take away from the park their trailer or Mobil Home within 15 days. If not done so they authorize "The renter", in addition to the established in this contract for violations, to removed it to the storage area in presence of a Public Notary that will document the fact, take inventory of the belonging found in the trailer and in the parking space. All belongings will be kept as guarantee according to the established in article 2734 and others of the Civil Code of the State of Baja California. A fee for monthly storage will be assessed for 50% of the rent agreed in the third clause of this contract, in addition to any other amount that must be paid for violation of the obligations of this contract.

**Fourteenth:** Both parts agree that if after four months the unit is still in the storage area and "the renter" hasn't paid the whole amount owed, including the conventional fees. "The rental" will be able to sell the unit without judicial declaration in accordance with articles 2751 and 2753 of the Civil Code for the State of Baja California.

**Fifteenth:** Both parts declare for effects of this contract their conventional address the following:

1. "The rental": Km. 34 of the Free Federal Tijuana-Ensenada Road, General Management of "El Campo Popotla Trailers Park" in the city of Playas de Rosarito, State of Baja California.
2. "The renter": Space #\_\_\_\_\_of "El Campo Popotla Trailers Park", Km. 34 of the Free Federal Tijuana-Ensenada Road in the city of Playas de Rosarito, State of Baja California.

**Sixteenth:** For all the related to the interpretation and compliance of this contract, the parts are subject to the jurisdiction of the courts of the city of Playas de Rosarito, Baja California and renounce any other legal court that might belong to their home address.

Having read this document to all parties, and being agreeable that there's no error, misunderstanding, violence, and misleading information. Being aware of the context, and legal force, as of all and each one of the obligations specified in the same, they agree and sign it on the first day of the month of January of the year 200...  
Playas de Rosarito, Baja California, January 01, 200...

*"The rental"*

Inmobiliaria Baja Mar S.A.

Mr. & Mrs. Carlos Gonzales Munoz  
"The renter"

Legal representative

Witnesses  
Jose Carballo Yepiz  
Roxana Silvestre Meraz

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