

CAR RENTAL AGREEMENT

Vehicle lease agreement entered into on the one hand by the OWNER C. J....., proprietor of the vehicle with brand NISSAN model PATHFINDER Sport Utility SE 4WD with plates of the state of Baja California Sur @@@@ and serial number @@@@, with fiscal address at Privada Norte 305-9, Colonia Puesta del Sol, in La Paz, Baja California Sur, México and the RENTER the C.

\_\_\_\_\_,  
Domiciled in \_\_\_\_\_

And official identification number, \_\_\_\_\_

hereby manifesting their willingness to be bound by the following clauses:

FIRST. Consent. By means of this contract, the Owner undertakes to grant the use and temporary enjoyment of the vehicle, so the renter must pay a certain and determined price.

SECOND. Object. The material object of this contract is the vehicle that is described in the header of this contract, so the characteristics, conditions, spare parts and general documents of the rental vehicle are detailed in the attached document.

THIRD. Conditions of the rental vehicle. The renter receives in accordance with the rental vehicle, which is in optimal mechanical and body condition, and with additional equipment mentioned in the respective inventory annex. Likewise, the renter receives the vehicle to his full satisfaction, so he obliges to pay the owner at the termination of the contract, at market prices, the missing accessories or parts of the rental vehicle at the time of delivery of the same.

FOURTH. Place of delivery and reception of the vehicle. The renter must deliver the rental vehicle in the place previously agreed between the parties, respecting in the delivery the same day and time indicated in the annex of this contract. The renter, at the end of the validity of this document, must deliver the vehicle, in the same conditions in which he received it except for wear and tear due to normal use, on the day and time indicated for this purpose, being obliged to deliver the vehicle to the owner in the place determined by the parties.

FIFTH. Rental term. The term of this contract will be that indicated in the Annex to this document, which may not be extended except with the full consent of both parties expressed in a new rental agreement. The minimum lease period is 2 days.

SIXTH. Rental price. The renter, for the use and temporary enjoyment of the rental vehicle, must pay a certain and determined amount in national currency or US dollars, the rental prices being the following:

- Beach Ready Package: \$2000mxn / \$100USD per day
- Camping Ready Package: \$2500mxn / \$125usd per day
- Overland Ready Package \$3000mxn / \$150usd per day

SEVENTH. Payment methods. The renter may pay the rent of the vehicle in cash at the address of the lessor, with a bank card, wire transfer or any other form of payment agreed by the parties. The total price of the rental will be calculated taking into account the cost per daily rental as requested by the renter. The rent will begin to be computed from the moment in which the contract is in full disposition of the rental vehicle and until the date on which the owner receives it to his full satisfaction. Payment must be made in full upfront and adding the security deposit.

EIGHTH. Security deposit. The renter undertakes to deliver to the owner the amount indicated in this contract as a deposit in guarantee of the fulfillment of the main payment obligation and any damage or lost of equipment. Consequently, the owner must issue a receipt for this amount stating: date and amount of the deposit, name and signature of the person who receives it. This receipt will serve as proof of exchange so that at the end of the contract the owner delivers the amount deposited within 24 hours of receipt of the vehicle in accordance with the contract, otherwise said deposit will be applied to solve the balances if any or to pay the repair of damages, when they have been duly accredited by the owner, on the understanding that the owner may demand, judicially or extrajudicially, the payment of an additional amount if the deposit is insufficient to cover the damages and replacement of missing parts or equipment. The security deposit will be a pre-authorized charge of \$8,000m mexican pesos, made to a credit card of the renter, from which the information will be kept by the owner, until the end of the contract. In case of not presenting a credit card, a deposit of \$ 10,000mxn may be left in cash or by means of a wire transfer, which will be returned in accordance with the provisions of this contract.

NINETH. Return of the vehicle. The renter undertakes to return at the end of the term of this contract the rental vehicle in the same conditions in which he received it except for the wear and tear arising from the normal use of the vehicle during the rental time. The parties agree that the delivery of the rental vehicle shall take place on the date, place and time determined in the annex to this contract. In the event that the vehicle is not delivered in the terms indicated, the renter may deliver it later, with the prior agreement of the parties, paying for this delay the amount of the rent according to the agreed rate for the time it takes to deliver the vehicle on the date and time determined. The

TENTH. Prohibition of the rental vehicle from leaving the country. Without the prior written consent of the owner, the rental vehicle may not leave the limits of the Mexican Republic; in case of non-compliance with the above, the owner may terminate this contract, recovering the vehicle in the conditions and condition in which it is located, being responsible the renter of the payment of the corresponding conventional penalty, plus the costs of recovering the vehicle duly verified by the owner.

ELEVENTH. Rights and obligations of the parties. The contracting parties are recognized as enforceable rights, the fulfillment of all the provisions of this contract, regulating their consent by the observance of the following obligations: In the fulfillment of this contract the owner undertakes to:

a) Deliver the rental vehicle in optimal conditions of use on the day, time and place agreed by the parties.

b) Receive the vehicle without any condition of payment for the gasoline limit, in the intelligence that the vehicle for no circumstances must be delivered by the renter with a level of gasoline less than a quarter tank.

c) To receive the rental vehicle, indicating to the renter, if applicable, that the vehicle receives it to his satisfaction; otherwise, it must state in the act of receipt the reasons for its action.

d) Return to the renter in the time stipulated for this purpose, the amount granted in security deposit.

For the purposes of this contract, the obligations of the renter are:

a) Pay the owner the agreed rent of the rental vehicle in a timely manner, without requiring payment and under the conditions established in this contract.

b) Drive, at all times, the leased vehicle, under the protection of the respective license, granted by the competent authorities; respecting the Traffic Regulations and Laws at the Federal, Local or Municipal level.

c) Not to drive the vehicle while intoxicated or under the influence of drugs.

d) Not to use the vehicle for profit, or sublet it.

e) Keep the vehicle in the condition that received it, except for normal wear and tear of use.

f) Do not transport explosive or flammable materials, drugs or narcotics, in addition to emergency gasoline inside the vehicle.

g) Pay the amount of the penalties that were imposed for violation of the Traffic Regulations, even after the end of the term of the contract, if the infraction originated during the time in which the vehicle was renting at the disposal of the renter.

i) Do not use the vehicle differently from what was agreed.

h) Not to sublease to third parties the vehicle object of this contract without prior consent of the lessor.

l) Do not smoke inside the vehicle.

TWELFTH. Vehicle insurance. The owner undertakes to rental vehicles that are insured with the insurance company that best suits their interests; in case of loss, the renter will be responsible for paying the operating expenses of the insurance (Deductible) at all times while the vehicle is in the hands of the renter. The insurance coverage included in the rental price of the vehicle, includes damages to third parties, civil liability, road assistance and medical expenses of the occupants. The deductible for property damage is 5% of the commercial value of the vehicle, and the deductible for theft is 10% of the same value.

THIRTEENTH. Fortuitous event or force majeure. The contracting parties recognize that there will be no liability of the parties if this contract is breached by fortuitous event or force majeure; however, if during the validity of this document any damage to the vehicle originates for these same cases, the renter undertakes to give notice to the owner and the competent authorities the same day he

becomes aware of the fact. The delay in the notice will be considered as a breach of contract, so the renter will be responsible for compensating the damages that the lessor has suffered because of said damage.

FOURTEENTH. Rental Requirements. The renter declares that he is over 21 years of age, with a valid driver's license at the time of rental of the vehicle, as well as for the entire time he has possession of it. The renter, regardless of whether he is of Mexican or foreign nationality, undertakes to leave a valid official identification (INE or Passport) as an additional guarantee.

FIFTEENTH. Use of the vehicle. The vehicle can be used on all types of terrain as long as there is a properly defined road, whether concrete, pavement, dirt or sand. The vehicle cannot be used in those areas where the road is extremely complicated or where there is no passable road. It is the responsibility of the renter to be responsible for mechanical or aesthetic damage caused due to mishandling of the vehicle on difficult roads. Access to the beaches will only be tolerated in the farthest part to the sea, where the integrity of the vehicle or the marine fauna that use the beach is not put at risk. The renter has the obligation to respect the traffic signs, and the speed limits established for each type of road, in addition to those set forth below:

Maximum highway speed – 110 km/h

Maximum speed on dirt roads – 60 km/h

Maximum speed on gravel or sand roads – 30km/h