

Agreement for use of the tennis courts of Bella Vista

Between the Polideportivo Llevant S.A. represented by Dr. Christian Pieper from 41464 Neuss, Schorlemerstr. 32, phone: + 49-2131 779 167 +, 0034-971-813525 Fax: + 49-2131 779 168 +, Mobile: 0049-172-5154567; 0034-625758599, e-mail: dr.cpieper@googlemail.com, url: www.tennisbellavista.de and the subscriber

1. Type of use

The subscriber will have the right, to use the tennis courts in a normal way such as Tennis games, tournaments and championships between the time of 8:00 to 21:00 h.

The subscriber is obliged to comply to the rules for the use of the courts. Alien activities and transactions are not allowed, or they are agreed by the owner.

2. Subject

Use refers to the existing tennis courts, parking and sanitation. Other assets, grounds and buildings are not subject to this Subscriber Agreement.

3. Period

The period of this agreement begins on the 1st day of the month in which the contract is concluded and ends on the last day of the previous month in the following year. During this time all assets are only available to the owners use for a period of 3 weeks. As far as the subscribers at this time want to use the courts, this requires the agreement directly between the subscriber and the owner.

As far as the owner outside these mentioned three weeks per year houses groups of tennis players, they have a preference in the reservation of tennis courts. For groups larger than 15 people 2 tennis courts and groups larger than 25 people 3 tennis courts can be reserved with privilege respecting the traditional timetables. Under the same conditions a guest player is preferred at No. 4 and selected persons (The manager of Polideportivo Llevant SA and his family as well as important persons for Bella Vista with special permission from the Polideportivo Llevant SA at Court No. 3 to subscribers. The owner is always preferred at court No. 3.

4. Fees

For the use of the facilities an annual premium of € 150.00 per subscriber is estimated. The subscriber will pay this amount directly to the owner or to the account of the owner (0182-5654-48-0010031012 Banco Bilbao Vizcaya) in Spain within 14 days after signing the contract.

This amount will apply from 1.10.2010.

5. Maintenance

The owner is responsible for the quality of a tennis court in a state which allows a risk-free entry and a proper game. Subscribers are obliged after the game to leave the courts corresponding to the rules for the use of the courts.

6. Changes to the facilities and other activities

Activities of the Polideportivo Llevant S.A. :

The Polideportivo Llevant SA may carry out structural changes that are necessary to preserve or to avert imminent danger or to remedy damage even without the consent of the subscribers.

The Polideportivo Llevant SA has the same right for any beneficial or appropriate operation or for not responsible operations, especially for all modernization measures such as improvement of installation. This provision is applied mutatis mutandis to exploration and expansion projects in traffic areas, supply and disposal installations.

Measures referred to in the preceding paragraphs have to be tolerated by any subscriber. He has keep the eligible areas accessible by appointment and must not impede or delay the execution of work. Otherwise, he has to pay for the additional costs incurred and damages.

Compensation claims of the subscribers are excluded due to action-suffering, unless the Polideportivo Llevant SA is responsible for intent or gross negligence.

7. End of the contract

The term of this agreement is limited to one year.

The term will be automatically renewed if it is not canceled three months before contract end and when a fee increase beyond the inflation rate did not take place. An extraordinary termination by the Polideportivo Llevant SA with a notice period of one month is possible if repayment is done corresponding to the remaining term of subscriber fee.

8. Extraordinary termination

- The Polideportivo Llevant S.A. may terminate the contract without notice with immediate effect,
- if the subscriber is over 2 months in arrears with the payment of the fee or a significant proportion of fee.
- if the subscriber, regardless of a written warning the administrator of Polideportivo Llevant SA, continues a non-conforming use, especially without written permission of the administrator of the Polideportivo Llevant SA uses the facilities other than in § 1 stated purposes, particularly for commercial use or unauthorized sub-letting of other use to third parties.
- if the subscriber behaves bad for business.

9. Liability of the Polideportivo Llevant S.A.

Claims for damages to the Polideportivo Llevant SA because of initial or subsequent flaws or defects as a result of force majeure shall be excluded, unless the Polideportivo Llevant SA is responsible for intent or gross negligence.

Tennis players use the paths, buildings and places at their own risk. A liability of Polideportivo Llevant SA will be excluded for accidents if the Polideportivo Llevant SA does not apply intentional or grossly negligent contributory fault on an individual basis.

10. Liability of subscribers

The Subscriber shall be liable to the Polideportivo Llevant SA for damage to facilities. The Subscriber shall not be liable for accident or force majeure.

The subscriber agrees to enter to the tennis courts only if they can be used free of water without danger.