

**ASSIGNMENT OF RIGHTS AGREEMENT DATED AS OF THE _____
ENTERED INTO BY AND BETWEEN _____ (HEREINAFTER
REFERRED COLLECTIVELY TO AS THE "ASSIGNOR"), AND _____
(HEREINAFTER REFERRED TO AS THE "ASSIGNEE"), IN ACCORDANCE WITH THE
FOLLOWING BACKGROUND, RECITALS AND CLAUSES (HEREINAFTER REFERRED TO
AS THE "AGREEMENT"):**

BACKGROUND

The Assignor (as customer) and Club de Descuentos Vacacionales Dr. LLC (as mediator) entered into that certain Mediation Agreement dated as of _____ (hereinafter referred to as the "Mediation Agreement").

RECITALS

I. The Assignee recites:

A. That is citizens of the United States of America, and has legal age and legal capacity to execute and be bound under the terms of this Agreement.

B. That is willing to undertake all of Assignor's rights and obligations under the Mediation Agreement.

II. The Assignor recites:

A. That is citizen of the United States of America and has legal age and legal capacity to execute and be bound under the Meidation Agreement.

B. That is willing to assign all of the rights and obligations under the Mediation Agreement in favor of Assignee.

NOW THEREFORE, the parties hereto agree as follows:

CLAUSES

Section 1. Assignment. Effective as of this date, Assignor hereby irrevocably assigns and transfers to Assignee all of its rights and obligations under the Mediation Agreement, as amended, in accordance with applicable law of the Dominican Republic.

Section 2. Acknowledgement. Once this Assignment is effective, Assignor and Assignee will acknowledge to Club de Descuentos Vacacionales DR, LLC of the assigns and transfers of rights and obligations under the Mediation Agreement to the Assignee. Therefore, Assignor and Assignee are obliged to send to Club de Descuentos Vacacionales DR, LLC, the original or certified copy of this Assignment.

Section 3. Transfer Fee. Pursuant to Article Eleven of the Mediation Agreement, Assignor simultaneously to the execution of this Agreement, pays to Club de Descuentos Vacacionales DR, LLC the amount of _____ (_____) as transfer fee. Such amount is equivalent to 10% (ten percent) of the total Membership Price (as such term is defined in the Mediation Agreement).

Section 4. Miscellaneous.

4.1. Jurisdiction and Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Dominican Republic. The parties herein expressly submit to the exclusive jurisdiction of the courts of the Dominican Republic for the purpose of any action, dispute, or controversy arising out of this Agreement. Each party herein waives any right it may have to a different law or jurisdiction by reason of its present or future domicile, location or any other reason.

4.2. Expenses. Each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of Agreement and the transactions contemplated hereby.

4.3. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by private courier or by registered or certified mail, and shall be deemed given when so delivered personally, by facsimile or by private courier or, if mailed, two business days after the mailing, as follows:

If to Assignor, to:

Address:

Attention: [_____]

If to Assignee, to:

Address:

Attention: [_____]

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

4.4. Successors and Assigns. The rights of either party under this Agreement shall not be assignable by such party hereto without the prior written consent of the other party.

4.5. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

4.6. Construction. Articles, titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Section references are to this Agreement, unless otherwise specified.

4.7. Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to a party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[INTENTIONALLY LEFT IN BLANK, FOLLOWS SIGNATURE PAGES]

Executed as of the day and year first above written.

Assignor

Assignee

WITNESS

Name:

Address:

Name:

Address: