

CAR RENTAL AGREEMENT BETWEEN
Cubanacan International
and
The Agency

Effective from 01/05/12_____to__31/10/2012_

Date_12/12/2011

1.
RATES:

- 1.1 See the specific terms and conditions of each Rental Company appears in item 8 of this contract.
- 1.2 Except where otherwise stated, the rates shown are net per person per day.
- 1.3 Reservations covering more than one season or agreement are charged pro rata according to the number of days in each season/under each agreement.

2. RESERVATIONS:

- 2.1 Reservations are made via:
reservations@cubanacan.de Tel 030/308743 37-39, Fax 030/30874355 on behalf of car rental local provider.
- 2.2 The Tour Operator shall reserve the service, or amend any existing service request, in writing by fax or E-mail, specifying details listed in each condition of the car rental companies.
- 2.3 Minimum notice for reservations: 21 days before arrival date .
- 2.4 Name changes shall be deemed as cancellations and regular condition of reservations is applied.
- 2.5 Reservations are made per car category and confirmation will be shown type of car and local provider.
 Invoicing is being amended according to each provider´s procedure.

3. PENALTIES:

- 3.1 Cancellation 72 hours before planned customer arrival: 50% for the first day of rental. No-show: 100% of the reservation.

4. COMPLAINTS:

- 4.1 The client has to present any complaint to the local provider: please see local condition of each provider.
- 4.3 Complains will be accepted up to 4 weeks after ending of services provided by Cubanacan International B.V.
- 4.4 Cubanacan International B.V is not responsible for any services paid locally by the clients.

5. EXEMPTION OF RESPONSIBILITY

Cubanacan International is acting as a sales agency of the mentioned local providers.

6. RATES & FLEET

				May, June	July 2012
				Sept, Oct 2012	01. Aug 12
CAR´S CATEGORY				RATES	
				NET PRICES IN EUROS PER DAY OF RENTAL	
Rental Company	Category	Brand /Model	Combustible		
Cubacar	Economic	HYUNDAI ATOS	GAS OIL	39	46
Rex	Medium	SEAT CORDOBA	GAS OIL	40	52
Rex	Standard	SK.OCTAVIA o SEAT ALTHEA	GAS OIL	46	59
Rex	Standard High	AUDI A4 o VW PASSAT	GAS OIL	61	66
Rex	Minivans (7 pax)	HYUNDAI TQ	DIESEL	81	102

7. TERMS AND CONDITIONS
RENTAL COMPANY: CUBACAR
1. RENTAL CONDITIONS :

- 1.1. The vehicle must be driven only by the people specified in the Rental contract. For any breach of the contract the rental company will apply a penalty of 50.00 CUC or the contract could be cancelled. If client leaves the car under responsibility of additional driver not specified on the contract, the client will loose the right of the coverage offered by CUBACAR in case of any accident and he will be responsible with the payment of all damages.
- 1.2. The client can have additional drivers. In this case apply a rate of 3 CUC per driver per rental day (2 driver maximum).
- 1.3. The combustible for the vehicle should be always Special Gas. The client is responsible of correct type of gasoline to be used.
- 1.4. In case of any accident, total or partial robbery, the client must communicate it to CUBACAR immediately and report to the police in order to know the client

BY CUBANACAN _____

 Cubanacan International B.V.
 Spreeufer 6
 D- 10178 Berlin

BY THE AGENCY _____

 Fon: +49(0)30/30 87 43 30 Fax: +49(0)30/30 87 43 55
www.cubanacan.eu info@cubanacan.de

 HRB 90888
 Raul Suarez Castro

DEUTSCHE BANK AG, Account Nr: 065196800, Bank code: 100 700 24 IBAN Code: DE29100700240065196800 BIC/SWIFT-Code: DEUTDE33HAN30

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responsibilities.

1.5. Guarantee Deposit: It is compulsory **to pay a deposit of 150 CUC (in cash or credit card)**. In case of damages over 150 CUC, the initial deposit will be collect and additionally till 200 CUC from the client, depending of the damage's amount. In case that the damage is below 150 CUC, the damage's amount will be deducted from the initial deposit and the rest will be returned to the client. If there are not any damages the full initial deposit will be returned to the client.

2. INSURANCE AND COVERAGE:

2.1. CUBACAR offers insurance to the client as long as he fulfils with the clauses related in the car rental contract.

2.2. The coverage of insurance will be of obligatory fulfillment by the client and he must pay a daily rate established at the moment of the car rental contract is done. The client is exonerated to any responsibility in the following cases

- Damage of the vehicle
- Fire
- Partial or total robbery
- Collision or overturn
- Accidents
- Catastrophe

4.3 In all cases mentioned above the client must notify to the competent authorities immediately and in case of loss or extraction the client should show a police report with the denunciation to CUBACAR or VIAJES CUBANACAN at the moment of contract liquidation or when the event happens. In case of any accident the client should show a police report at the place of fact or from Inspector of TRANSTUR report, which it will be the way to define if client is guilty or not of vehicle damages.

4.4 If the client is defined as guilty, he must pay the established deductible in the CUBACAR contract

4.5 If the client is not defined as guilty of car damages he won't have to pay any amount.

4.6 The coverage protects to the client during contract validity and in case of accident up to 12 hours later of contract expiration.

4.7 The coverage offered by CUBACAR is not valid in the following cases:

4.7.1 Total o partial robbery, accident or fire due to client negligence or violation of the laws established in Cuba or on the contract.

4.7.2 If competent authorities proves the client was driving under effect of alcohol, drugs or similar and the vehicle or third people have been damaged.

4.7.3 If the vehicle is being driven by people not authorized on the contract.

4.7.4 If the car has more passengers than established on the contract according car category.

4.8 In case one of the aspects mentioned above occur the client will be considered responsible and will have to pay all damages caused to the car or third people.

4.9 CUBACAR will be responsible of reimbursing to third people only under limits of established coverage, which it doesn't include medical costs.

3. CANCELATIONS AND NO-SHOW POLICY:

3.1. It is considered NO Show when the client doesn't present to CUBACAR 3 hours after requesting the reservation.

3.2. No-Show: The penalty will be 100 % of the price of one day of rental.

3.3. If a reservation was confirmed and it is cancelled 24 hours before starting the service the client will be free from any penalty.

4. ABOUT THE CARS :

6.1 The model of car offered by CUBACAR will be **HYUNDAI ATOS**.

6.2 The clients can pick up the car in any of the offices related in Annex II. **The Agency** should details in which of these offices the client would like to receive the car. When clients pick up the car in one of CUBACAR office of the Cuban International Airport related in the Annex II, the clients should pay a tax of 20 CUC directly at the rental office during the rent process.

6.3 The client can drop off the car in any CUBACAR office related in Annex II without additional charges.

6.4 In case the client doesn't drop off the car in any of the offices related in Annex II, he should pay an additional charge according Annex III.

5. CLAIMS PROCEDURE:

5.1. Client's claims needs to be requested within 30 days after the damage was produce and should include following information:

5.1.1.1. Receipt of report made in the Police Central in case that was needed.

5.1.1.2. Invoice of the expenses assume by the client.

5.1.1.3. Any document related to the claim.

In case that client does not provide all the information required during the period before mentioned, the claim won't be valid.

Cubanacan International B.V.will compensate clients in case that proves that expenses were made to pay damage caused to a third person or the car and the amount of the compensation isn't over the damage coverage of the client.

6. TECHNICAL ASSISTANCE:

BY CUBANACAN _____

BY THE AGENCY _____

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Spreeufer 6
D- 10178 BerlinFon: +49(0)30/30 87 43 30 Fax: +49(0)30/30 87 43 55
www.cubanacan.eu info@cubanacan.deHRB 90888
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6.1. Cubacar offers technical assistance on the road within the whole country free of charge, except in case that the assistance is requested for problems originated by neglectful or careless actions by the client.

7. DETAILS OF TECHNICAL ASSISTANCE SERVICE ON THE ROAD BY CAR'S FAILURE:

7.1. Cubacar offers their clients a telephone service 24 hours/day for failure notification and help service on the road: (07) 8383995 y (07) 8383996.

8. When a client reports a car failure, Cubacar will guarantee the substitution of the car with another of the same model and mark.

9. TECHNICAL DESCRIPTION

Car Rental	
	
Technical Description	Hyundai Atos
Transmission	Manual
Type	Hatchback
Doors	5
Passengers	4
Air Conditioner	Yes
CD/Cassette Player	Yes
Brake System	ABS
Air Bags	Yes
Motor	1,1

Ciudad	Área	Código	Dirección	Teléfono (s)
Pinar del Río	Viñales	Ofic. Central	Calle Salvador Cisneros No. 63-C e/ Seferino Fdez. y J. Pérez	(048) 79 6060
Ciudad de La Habana	Aeropuerto		Terminal 2 Aerop. Inter. Jose Martí	(7) 649 5546
			Terminal 3 Aero Inter. Jose Martí	(7) 649 9800
	Vedado	Hotel Habana Libre	23 y L Vedado	(7) 838 4679
	Habana	Hotel Telégrafo	Prado y Neptuno. Centro Habana	(7) 863 8990
		Terminal de Cruceros	San Pedro 1 Avenida del Puerto	(7) 866 0284
	Playa	Hotel Neptuno Tritón	3ra y 74 Miramar	(7)204 0951
Varadero	Varadero	Aeropuerto Inter. Juan Gualberto Gómez	Aeropuerto Inter. Juan Gualberto Gómez	(45) 61 4410
		Hotel Meliá Las Américas	Autopista del Sur Km 11½	(45) 66 8938
Ciego de Ávila	Cayo Coco	Aeropuerto Inter. Cayo Coco (Jardines del Rey)	Aeropuerto Inter. Cayo Coco (Jardines del Rey)	(33) 30 9120
	Ciego de Ávila	La Rotonda	Rotonda de la Ave. de los Hoteles	(33) 30 1275 (33) 30 1276
Camaguey	Camaguey	Aeropuerto Inter. Camaguey	Aeropuerto Inter. Camaguey	(32) 287067
Holguín	Holguín	Aeropuerto Inter. Frank País	Aeropuerto Inter. Frank País	(24) 468414
		Hotel Pernik	Ave Jorge Dimitrov	(24) 46 8196
		Oficina Central	Playa Guardalavaca. Banes	(24) 43 0389
Santiago de Cuba	Santiago de Cuba	Aeropuerto Inter. Antonio Maceo	Aeropuerto Inter. Antonio Maceo	(22) 69 2245
		Hotel Meliá Santiago	Ave. de Las Américas y calle M	(22) 68 6477

10. PICK UP AND DROP OFF OFFICES WITHOUT CHARGE (PENDING UPDATE)

BY CUBANACAN

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 D- 10178 Berlin

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11. **DROP OFF RATES (CUC):** The clients can pick up or drop off the car in any of the rental offices from Cubacar. In such case do not apply drop off charges, even if point of pick up and drop off are different. For give pick up or drop off out of the Cubacar offices, apply the following charges. Cubacar reserves the right to confirm or deny picking up or dropping off a car out of the Cubacar Rental offices, depending on the possibilities this service.

PROVINCIAS	PINAR DEL RÍO	LA HABANA	CIUDAD DE LA HABANA	MATANZAS	CIENFUEGOS	VILLA CLARA	SANTIC SPIRITUS	CIEGO DE ÁVILA		CAMAGUEY	LAS TUNAS	HOLGUÍN		GRANMA	SANTIAGO DE CUBA	GUANTÁNAMO	
								CIEGO DE ÁVILA	CAYO COCO Y GUILLERMO			HOLGUÍN	PLAYA GUARDALAVACA			GUANTÁNAMO	BARACOA
PINAR DEL RÍO		15	20	40	45	50	58	65	73	76	90	100	105	100	110	118	130
LA HABANA	143		10	15	29	31	40	46	50	55	70	75	83	75	90	100	110
CIUDAD DE LA HABANA	147	34	(3)*	25	35	37	45	50	55	60	75	80	90	80	100	110	120
MATANZAS	264	134	150		20	25	30	36	45	47	60	70	75	70	85	90	100
CIENFUEGOS	421	288	254	197		10	15	22	30	33	45	55	60	55	70	75	85
VILLA CLARA	435	310	276	199	65		10	20	27	30	40	50	55	50	65	70	75
SANTI SPIRITUS	513	388	348	284	150	85		10	20	20	30	40	45	40	52	60	65
CIEGO DE ÁVILA	588	460	423	359	220	160	78		10	15	20	30	37	30	45	50	60
CAYO COCO Y GUILLERMO	670	542	508	449	299	232	177	101		20	32	40	46	40	55	65	70
CAMAGUEY	698	568	533	469	330	270	186	110	209		15	20	25	20	35	45	50
LAS TUNAS	823	696	657	594	465	395	310	235	323	125		10	15	10	20	26	40
HOLGUÍN	950	777	734	671	532	472	387	312	404	202	77		10	10	20	25	34
PLAYA GUARDALAVACA	962	834	800	740	596	529	450	374	461	266	138	57		15	25	30	40
GRANMA	897	778	744	670	531	471	386	311	405	201	76	73	158		15	20	30
SANTIAGO DE CUBA	1025	895	860	797	658	598	513	438	522	328	203	134	174	127		10	20
GUANTÁNAMO	1075	939	910	847	708	648	563	488	566	378	253	182	207	177	86		10
BARACOA	1155	1027	993	933	789	722	643	567	654	459	331	250	248	287	234	150	
DISTANCIA EN KILÓMETROS (APROXIMADA)																	

SUPLEMENTO POR RETORNO VACÍO (DROP OFF)

Indications for use of the Drop Off supplements table:

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1. The table includes every province of the country and some other main points that need to be remark.
2. Horizontally and above the diagonal formed by the red cells will be showed the supplements for drop off in CUC, to be paid locally.
3. Horizontally and below the diagonal formed by the red cells will be showed the approximately distances between different points in the country to help clients to get oriented.
4. In Rental office of Havana Airport (Terminal 3) a drop off charge of 25 cuc will be charged to all clients who picked up the car in any other rental office.
5. If drop off is made in the different office as the one that states in Rental Agreement, it will be charged the double of the drop off rate published.

12. OTHER CONTRACT TERMS

CATEGORY	CAR	TO BE PAID DIRECTLY BY CLIENTS IN CUBACAR RENTAL OFFICE (CUC)		
		DAMAGE COVERAGE DAILY RATE	GUARANTEE DEPOSIT	MAXIMUM DEDUCTIBLE
ECONOMIC	HYUNDAI ATOS	15	150	350

OTHER SERVICES TO BE PAID DIRECTLY BY CLIENTS IN CUBACAR RENTAL OFFICES
Additional Driver: 3.00 CUC daily
By pick up in any of the international airports of the country a surcharge of 20.00 CUC needs to be paid during the contract signing procees

RENTAL COMPANY: REX
1. ABOUT THE CARS :

- 1.1. The cars are of mechanical transmission, with air conditioning, Air bags, Brake system ABS and CD or cassette Player.
- 1.2. Guarantee Deposit: It is compulsory to pay a deposit of **250 cuc (in cash or credit card)**, for all categories of cars included in our contract. Credit cards accepted are: **VISA, MasterCard, CABAL (not emitted by bank from U.S.A)**. If there are not any damages and no additional charges, it will be returned the total amount paid as deposit.
- 1.3. The car will always be delivered with full tank at the beginning of the rent and it will be charged to the client the full tank of combustible according to the rates in Gas Oil station of the country. At time of drop off the client should return the car with empty tank.
- 1.4. The car will have always full tank of combustible at the time of pick up. If the

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clients do not return the car with full tank, then REX will collect from the client the value of the Gasoline of the empty capacity according to the rates in Gas Oil stations.

- 1.5. The vehicle must be driven only by the persons specified in the Rental contract.
- 1.6. The client can have additional drivers. In this case apply a rate of 10 cuc per driver (2 drivers maximum).
 - a) Additional drivers are authorized to drive vehicle, but not to: pick up, drop off, receive devolutions in cash or request any extra days of rental. These transactions should be made by the main driver.
 - b) The car can be driven only by registered drivers.
- 1.7. If client leave the car under responsibility of additional driver for dropping of the car. He will be responsible for the payment of any damages to the car at the end of the rental, as well as any other charges agreed at the beginning of the rental without the right of claiming. Additional, the rental company will apply a penalty of 50 cuc.
- 1.8. Minimum Age for driving: 21 years old.
- 1.9. The clients should present his passport and driving license with a minimum of 1 year of experience.
- 1.10. The client should return the car in the same conditions as at the time of pick up.
- 1.11. The combustible for the vehicle should be always Special Gas Oil, **except for Hyundai TQ, which use Diesel**. The client is responsible of correct type of gasoline to be used.
- 1.12. The client should pay to the rental company REX:
 - 1.12.1. All additional charges to the opening of the rental contract (combustible, guarantee, penalties, and additional drivers) **including damage coverage**.
 - 1.12.2. For any damage, a deductible until 300 cuc if the CDW was accepted.
2. **INSURANCE AND COVERAGE:**
 - 2.1. All Rex cars are insured against total or partial thieving, collision, disasters and damages to third persons. REX does not offer insurances to their clients. In order to protect the clients of economic responsibility in case of damages to the car, REX offers coverage against damages: **Super CDW + TP (Super CDP)**. It is compulsory to acquire it to be able to rent the car. This option is not registered in rental contract by paying the daily rates for each type of vehicle.. **The daily rate for this damages coverage varies depending of the car type.**

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2.2. Total Exemption of responsibility for damages to the integrity of the vehicle Super CDW + TP (Super CDP)

- 2.2.1. If client accepts the Super CDP, it is freed of any economic responsibility for damages to the car. It means that in case of an accident (in which none of the terms of the rental contract is violated), the client won't make any payment. This coverage is offered without deductible
- 2.2.2. In case of an accident the client should present to Rex a Police Report and will pay only for the damages if the report shows establishes a violation of the terms agreed in the rental contract (i.e. Drugs Consumption, alcohol, driver not registered in the rental contract)
- 2.2.3. The rate of this protection varies according to the type of car. This coverage is only offered for rental of 3 or more days.
- 2.2.4. Prices of Damage Coverage (SCP) per type of car:

MODEL	Price per day (CUC)	Responsability
		Deductible (CUC)
Seat Cordoba	20.00	0.00
Seat Althea	20.00	0.00
Audi A4 or VW Passat	25.00	0.00
Hyundai TQ	35.00	0.00

2.3. The coverage does not apply for drivers not registered in the Contract since the beginning.
2.4. Insurance Coverage,

- 2.4.1. The client will assume total costs for damages to the car in the following cases:
- 2.4.1.1. Use of narcotics, alcohol or medicines that affect the right performance of the client or additional drivers registered in the rental contract.
- 2.4.1.2. If the car is driven by a person not registered in the Rental contract.
- 2.4.1.3. If Police or SEPSA report states a violation of one of the clauses of the rental contract.

4. TECHNICAL DESCRIPTION:

2.4.1.4. If it is not presented any Police or SEPSA report.

2.4.1.5. In case of accident or theft the client should

2.4.1.6. Notify immediately to the police and SEPSA. (Company of security and protection, available in HAV, HOG, SCU, Villa Clara y Varadero)

2.4.1.7. Notify to the Car Rental company REX.

2.4.1.8. To take all security measures with the vehicle, avoiding additional damages.

2.4.1.9. Filling damages form.

3. PENALTIES:

3.1.1.1. The rental company will apply penalties in the following cases.

- Lost of car keys: 200 cuc
- Lost of the number plate should be informed to the police, otherwise clients needs to pay 50.00 cuc
- Leaving keys inside locked car: 50 cuc in Havana and 100 cuc in the rest of the provinces.
- If client returns the car extremely dirty or transport animals inside: 50 cuc
- The car is dropped off by additional driver: 50 cuc.
- The car is dropped off by a driver not registered: apply a penalty with the value of days remaining and the value of the deposit.

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CARS				
Features	Seat Córdoba	Skoda Altea	Audi A4 o VW Passat	Hyunday TQ
Transmission	Manual	Manual	Manual	Manual
Type	Sedan	Station Wagon	Sedan	Van
Doors	4	5	4	5
Capacity	4	5	4	9
Air Conditioning	Yes	Yes	Yes	Yes
CD Player	Yes	Yes	Yes	Yes
Brakes System	ABS	ABS	ABS	ABS
Air Bags	Yes	Yes	Yes	Yes
Engine	1.6	1.6	1.6	2.5

5. DROP OFF RATES:

The clients can pick up or drop off the car in any of the rental offices from Rex. In such case do not apply drop off charges, even if point of pick up and drop off are different. For pick up or drop off out of the Rex offices, apply the following charges. Rex reserves the right to confirm or deny picking up or dropping off a car out of the Rex Rental offices, depending on the possibilities to give this service.

Lugar de entrega o recogida	Cargo
Santa Cruz	60.00 CUC
Matanzas	50.00 CUC
Trinidad	100.00 CUC
Sancti Spíritus (ciudad)	100.00 CUC
Cayo Sta. María	120.00 CUC
Cayo Guillermo	40.00 CUC
Santa Lucía	70.00 CUC
Don Lino	50.00 CUC
Las Tunas (ciudad)	100.00 CUC
Moa	200.00 CUC
Bayamo	100.00 CUC
Guantánamo (ciudad)	100.00 CUC
Baracoa	250.00 CUC
Marea del Portillo	200.00 CUC

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REX OFFICES

(05) 286-5559 EMERGENCY NUMBER 24 hours

CITY	AREA	CODE	ADDRESS	TELEPHONE	EMAIL	OPENING HOURS
Pinar del Rio	Pinar del Rio	PNR	Hotel Pinar del Rio	(48) 77-1454	rexpinar@rex.cu	según reservaciones
Ciudad de la Habana	Aeropuerto	HAV	Av. Rancho Boyeros y Calzada Bejucal	(7) 683-0302	ventas@rex.cu	08:30 - 20:00
		HA2	Terminal 2 Aeropuerto Int. "José Martí"	(7) 266-4874	rexha2@rex.cu	08:30 - 20:00
		HA3	Terminal 3 Aeropuerto Int. "José Martí"	(7) 642-6074	rexapto3@rex.cu	24 hrs
	Habana	MAL	Línea y Malecón, Vedado.	(7) 836-7788	rexmlal@rex.cu	08:30 - 19:30
		HPC	Hotel Parque Central	(7) 860-0096	rexhpc@rex.cu	08:30 - 19:30
		CRU	Terminal Cruceros Habana, Avenida del Puerto	(7) 862-6343	rexcru@rex.cu	08:30 - 19:00
Playa	COP	Hotel Triton	(7) 202-7684	rexmiramar@rex.cu	09:00 - 20:00	
H92	5ta y 92, Miramar	(7) 209-2207	rexxh92@rex.cu	09:00 - 20:00		
Varadero	Varadero	VAR	Hotel Iberostar Varadero	(45) 66-7739	rexmlia@rex.cu	08:30 - 16:30
		VAA	Aeropuerto Int. "Juan G. Gómez"	(45) 66-7539	rexapova@rex.cu	Según prog vuelos
		VAD	Calle 36 y Autopista	(45) 66-2121	rexxvarc@rex.cu	08:30 - 19:00
Cienfuegos Villa Clara	Centro	CFG	Carretera Circuito Sur, Cuatro Caminos	(43) 55-2244	rexxcfgos@rex.cu	08:30 - 17:30
		VCL	Marta Abreu entre Juan Bruno Zayas y Alemán	(42) 22-2244	rexxvcla@rex.cu	08:30 - 17:30
Cayo Coco Moron Camagüey	Centro Este	CCO	Hotel Sol Club Cayo Coco	(33) 30-2244	rexxcoco@rex.cu	08:00 - 17:00
		CDA	Hotel Ciego de Avila	(33) 21-3456	mor@rex.cu	08:30 - 19:30
		CMG	Aeropuerto Int. "Ignacio Agramonte"	(32) 26-2444	rexxcamag@rex.cu	Según prog vuelos
Holguín	Holguín	HOL	Aeropuerto Int. "Frank País"	(24) 46-4644	rexxholap@rex.cu	Según prog vuelos
		HOD	Av. Jesús Menéndez esq. Av. Internacionalistas	(24) 48-2510	rexxhol@rex.cu	08:30 - 17:30
		HOG	Hotel Las Brisas Guardalavaca	(24) 43-0476	rexxgvaca@rex.cu	09:00 - 16:30
Santiago de Cuba	Santiago de Cuba	SCU	Aeropuerto Int. "Antonio Maceo"	(22) 68-6444	rexxaposc@rex.cu	Según prog vuelos
		SCD	Calle M esquina a 5ta	(22) 68-6445	rexxscuba@rex.cu	08:30 - 19:30

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 Cubanacan International B.V.
 Spreuerfer 6
 D- 10178 Berlin

 Fon: +49(0)30/30 87 43 30 Fax: +49(0)30/30 87 43 55
www.cubanacan.eu info@cubanacan.eu

 HRB 90888
 Raul Suarez Castro

DEUTSCHE BANK AG, Account Nr: 065196800, Bank code: 100 700 24 IBAN Code: DE29100700240065196800 BIC/SWIFT-Code: DEUTDE33HAN