

RENTAL AGREEMENT

This rental agreement is made on this _____ at Bangkok Metropolis, Thailand, between Royal Orchid Property Co., Ltd. 3rd FL., No. 60 Anuwongse Road, Chakrawad, Samphanthawong, Bangkok 10100, (hereinafter called the "Landlord") and _____ (herein called the "Tenant")

1. IT IS HEREBY AGREED AS FOLLOWS:

- A. The "landlord" agrees to let and the "tenant" agrees to rent the apartment unit _____ situated in Destiny@55 located at 71 Soi Thonglor 13, Sukhumvit 55 Road, Klongton-nua, Wattana, Bangkok 10110, hereinafter called the "Premises"), at the rate of B _____ (_____ baht only) per month.
- B. The term of this agreement is 1 year commencing from _____ 2008 to the _____ 2009.

2. THE TENANT AGREES AS FOLLOWS:

- A. To pay as a deposit the sum of B _____ (_____)/- hereinafter called the "Deposit", Upon signing the agreement. The deposit will be refunded to the tenant 60 days after vacating the premises subject to the tenant yielding up the premises in good and tenable condition (ordinary wear and tear is allowed) and when the tenant had settled all his/her electricity, gas and telephone charges. The deposit shall not be used to apply for the rent of the last month and/or for the outstanding charges. The landlord hereby acknowledges the receipt of the deposit.
- B. To strictly abide by all the house rules and regulations governing the use of the premises, all common areas and all common facilities and to ensure the same performance by his/her dependent(s), employee(s), and/or guest(s)/invitee(s)
- C. To pay the rent of each month in advance not later than the _____ of each month. The tenant agrees to pay the rent starting from the _____ of _____ 2008.
- D. The tenant do hereby indemnify and hold harmless the landlord from all actions, suits, claims, and demands of any kind whatsoever, by or on behalf of any person in any manner arising out of the use of the premises.
- E. To take care of and preserve the premises, as a normal person would do to his/her home. To maintain the upkeep of and also to attend to minor repairs of the premises. Usual wear and tear and any damages by acts of God, Fire, Insurrection, War, etc. are excluded. Minor repairs mean the repairs which will cost not exceeding B _____/-(_____ bath) at each time.
- F. The tenant agrees to promptly repair at his/her own expenses any damages to the unit, fixtures and furnitures which may occur by reason of his/her own negligence and/or the negligence of his/her own family dependent(s), employee(s) and/or guest(s)/invitee(s), whenever so discovered by the land/or his employee. The work of the restoration shall be done by the landlord and/or his employee at the sole expense of the tenant.

- G. To use the premises for the sole purpose of dwelling only.
- H. To stay in the premises through the period of the rental agreement, not to assign or sublet the premises in part or in whole to any other person, including guest(s) of any form. The decision of the landlord will be final and binding thereof.
- I. To pay all bills for electricity, and telephone charges consumed at the premises during the tenure of this rental agreement, promptly.
- J. To permit the landlord and/or his agent to enter the premises for inspection at all reasonable times agreed to, by the landlord and the tenant.
- K. Within 60 days before the end of the rental agreement, the tenant will allow the landlord and/or his agent to show the unit to any person interested in subsequent rental.
- L. Not to make any changes and/or additions to the unit and its furnitures, fixtures and fittings, except with the written consent of the landlord. If the changes and/or additions are made with the written consent of the landlord, the tenant shall allow them to remain the same, and shall not cause them to be removed when vacating the unit.
- M. It is expressly understood by the landlord, the tenant any item belonging to the tenant which was brought into the premises, may be removed by the tenant at the termination of the rental agreement.
- N. To exercise caution and to be responsible for his/her own person, his/her dependent(s) and/or guest(s) in the use of the swimming pool and its surroundings, gym and all other facilities and common areas. These facilities are restricted for the use of tenant and his/her family members only.
- O. The tenant is assigned one parking space for the specific use of his/her own car.
- P. The tenant agrees not to do, nor permit to be done by his/her dependent(s) and/or employee(s), on the premises and its' compound, anything that my become a nuisance or an interference with the quiet enjoyment of the neighboring premises, or other neighboring occupants during his/her tenancy and any renewal thereof, and further agrees not to keep, nor permit to be kept by his/her dependent(s), any animal whatsoever kind or nature in the premises during his/her tenancy or any renewal thereof.
- Q. If at anytime, the behavior of the tenant's dependent(s), and/or employee(s) becomes a nuisance, or an interference disturbing other, or violates the regulations of the condominium, the landlord and/or his representative shall have right to warn the employee(s) and/or tenant's dependent(s).
- R. To be responsible for the replacement of the electric bulbs at the tenant's own expense.
- S. To pay water consumed at the premises to the landlord at the rate B _____ (baht only)/- per month.

3. THE LANDLORD AGREES AS FOLLOWS:

- A. That upon payment of the rent by the tenant, receipt shall be given to the tenant for such payment.
- B. To pay all land taxes, as well as any other form of tax levied against the premises of the rental thereof. To pay any insurance the landlord deems necessary on the premises. The tenant is requested to insure against burglary and fire insurance of the tenant's personal belongings at his/her own expense.
- C. To maintain the grounds in good order and to perform any necessary gardening.

- D. To undertake repairs to the structure of the premises, which may become necessary and any repair which cost more than B_____/- (baht) at each time.

4. IT IS HEREBY EXPRESSLY AGREED AND DECLARED BETWEEN THE LANDLORD AND THE TENANT AS FOLLOWS:

- A. That the tenant, his/her party or belongings occupying the premises within the first half of a month, the tenant agrees to pay one half of the full monthly rental to the landlord. If the tenant, his/her party or belongings remain beyond the 15th day of the month under the rental agreement, the tenant agrees to pay the full monthly rental.
- B. The landlord will accept no responsibilities nor make any compensation for any of the tenant's personal property and his/her guest(s) property loss or destroyed by fire or any other cause.
- C. That in the event of the premises being destroyed or made untenable by acts of God, Fire, Insurrections, Civil War, etc. this rental agreement shall immediately become null and void and tenant has no financial responsibility for any and all losses hereforth (if such damages were not created deliberately or negligently by the tenant, his/her dependent(s), guest(s) and employee(s)) and in such case, the landlord shall promptly refund the tenant all unused portion of rent paid and deposit.
- D. The landlord shall not be liable for any accident(s) which may happen in connection with the use of the premises, whether through negligence of any employee(s) of the landlord or any other person(s) or through any defect(s) in the premises.
- E. The tenant has the option to renew the rental for another period of 12 months under the same terms and conditions but the tenant's intention to renew the rental shall be furnished to the landlord in writing, not less than 60 (sixty) days in advance of the termination of this agreement. A new rental agreement will be presented to the tenant after the new rent is mutually agreed for the next period of 12 months.
- F. If at any time during the continuance of this agreement the tenant's employment in Bangkok is terminated and/or he/she is directed to leave the country, the tenant shall be entitled to terminate this agreement by giving 60 (sixty) days written notice to the landlord with the tenant's employer's written notice. The tenant shall be entitled to half the deposit back 60 (sixty) days after vacating the premises, provided the tenant is not in default of the conditions of the rental agreement. The deposit shall not be default of the conditions of the rental agreement. The deposit shall not be refunded incase the tenant decides to shift to any other premises in Bangkok during the continuance of this rental agreement.
- G. Should the landlord terminate this agreement prior to its expiration of the terms specified herein, the landlord shall inform the tenant in writing, 60 (sixty) days in advance. In such case, the landlord shall refund the tenant all unused portion of the rent and the deposit, as per the procedure laid down in clause 2 (A) of this agreement.
- H. Refusal by the tenant to pay the rent by the 15th of the month will cause the contract to be null and void immediately.
- I. It is agreed by the "tenant" that upon the cancellation of the contract, all deposits thereof will be confiscated by the landlord. The "Landlord" is allowed automatic possession of the premises and any

possessions of the tenants still in the premise's can be removed to a storage area and held as security for the former tenant to settle all outstanding bills within 30 days. After the said 30 days, the "landlord" is hereby authorized by the "tenant" to dispose the assets as best the "landlord" could to settle any and all outstanding bills owned by the tenant, any monies left over from the disposition of the goods will be forwarded to the former tenant.

- J. Except as specially agreed in this agreement, the general principals laid down in the civil and commercial code of Thailand concerning hire of property shall be applied.

This agreement is made in duplicate, with identical wordings. Both parties having fully read and understood its contents and agree to comply with its terms and conditions. Therefore, both parties have hereunder affixed their signatures in the presence of witnesses on this day. The landlord and the tenant, each to keep one signed copy.

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Landlord
Royal Orchid Property Co., Ltd.

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Tenant

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Witness
Mrs. Suthisa Saknarula

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Witness

FURNITURES, FIXTURES AND EQUIPMENTS AGREEMENT

This lease agreement is made on this _____ at Bangkok Metropolis, Thailand, between Royal Orchid Property Co., Ltd. 3rd FL., No. 60 Anuwongse Road, Chakrawad, Samphanthawong, Bangkok 10100, (hereinafter called the "Landlord") and _____ (herein called the "Tenant")

1. THE TENANT AGREES AS FOLLOWS

- A. To pay the landlord in advance not later than 5th of the month, the sum of B _____ (_____)/- per month for the lease of furnitures, fixtures and equipments located in the unit _____ located at Destiny@55 located at 71 Soi Thonglor 13, Sukhumvit 55 Road, Klongton-nua, Wattana, Bangkok 10110.
- B. The term of this contract is 1 year from the _____ 2008 to _____ 2009
- C. To pay as a deposit the sum of B _____ (_____ baht only) /- upon signing this contract. The deposit shall not be applied towards the lease of the last month. The landlord hereby acknowledges the receipt of the deposit.
- D. Since this contract is a part of the Rental agreement dated _____ 2008 the tenant has no right whatsoever to cancel or terminate only this part of the agreement.
- E. The tenant agrees to pay the landlord starting from _____ 2008.

2. IT IS HEREBY EXPRESSLY AGREED AND DECLARED BETWEEN THE LANDLORD AND THE TENANT AS FOLLOWS:

- A. That in the event of the furnitures, fixtures and equipments suited at unit _____ located at Destiny@55 therein, being destroyed or made unusable, as the case may be, by the acts of God, Fire, Insurrection, Civil War, etc. this agreement shall immediately become null and void, and in such case the landlord shall promptly refund the tenant all unused portion of advanced expenses paid and the deposit.
- B. The landlord will provide the following equipments for the tenants and tenants agree to take care of and preserve the equipments, as a normal person would do to his/her own and also to attend to minor repairs of the equipments:
 1. 1 set of 42 '' and 3 sets of 32 '' LCD TV **
 2. Two DVD Player
 3. One Microwave/Oven
 4. One Washing Machine
 5. One Refrigerator
 6. One Fax Machine
 7. Dryer Machine
 8. Dishwasher
 9. 2 Bar Stools

- C. The tenant is subjected to act according to the clauses mentioned in rental agreement. This agreement shall automatically be terminated upon the termination of the same parties as of the rental agreement.
- D. If at any time during the continuance of this agreement the tenant's employment in Bangkok is terminated and/or he/she is directed to leave the country, the tenant shall be entitled to terminate this agreement by giving **60** (sixty) days written notice to the landlord with the tenant's employer's written notice. The tenant shall be entitled to half the deposit back **60** (sixty) days after vacating the premises, provided the tenant is not in default of the conditions of the rental agreement. The deposit shall not be default of the conditions of the rental agreement. The deposit shall not be refunded incase the tenant decides to shift to any other premises in Bangkok during the continuance of this lease agreement.

This agreement is made in duplicate, with identical wordings. Both parties having fully read and understood its contents and agree to comply with its terms and conditions. Therefore, both parties have hereunder affixed their signatures in the presence of witnesses on this day. The landlord and the tenant, each to keep one signed copy.

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Landlord
Royal Orchid Property Co., Ltd.

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Tenant

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Witness
Mrs. Suthisa Saknarula

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Witness

MAINTENACE AGREEMENT

This maintenance agreement is made on this _____ at Bangkok Metropolis, Thailand, between Royal Orchid Property Co., Ltd. 3rd FL., No. 60 Anuwongse Road, Chakrawad, Samphanthawong, Bangkok 10100, (hereinafter called the “Landlord”) and _____ (herein called the “Tenant”)

1. THE TENANT AGREES AS FOLLOWS

- A. To pay the landlord in advance not later than 5th of the month, the sum of B _____ (_____)/- per month for the maintenance and upkeep of the compound located in the unit _____ located at Destiny@55 located at 71 Soi Thonglor 13, Sukhumvit 55 Road, Klongton-nua, Wattana, Bangkok 10110.
- B. The term of this contract is 1 year from the _____ 2008 to _____ 2009
- C. To pay as a deposit the sum of B _____ (_____ baht only) /- upon signing this contract. The deposit shall not be applied towards the lease of the last month. The landlord hereby acknowledges the receipt of the deposit.
- D. Since this contract is a part of the Rental agreement dated _____ 2008 the tenant has no right whatsoever to cancel or terminate only this part of the agreement.
- E. The tenant agrees to pay the landlord starting from _____ 2008.

2. THE LANDLORD AGREES AS FOLLOWS:

- A. To maintain the grounds in good order and to perform any necessary gardening.
- B. To undertake repairs to the structure of the unit _____ which may become necessary.

3. IT IS HEREBY EXPRESSLY AGREED AND DECLARED BETWEEN THE LANDLORD AND THE TENANT AS FOLLOWS:

- A. That in the event of the unit _____ located at Destiny@55 being destroyed or made unusable, as the case may be, by the acts of God, Fire, Insurrection, Civil War, etc. this agreement shall immediately become null and void, and in such case the landlord shall promptly refund the tenant all unused portion of advanced expenses paid and the deposit.
- B. The tenant is subjected to act according to the clauses mentioned in rental agreement. This agreement shall automatically be terminated upon the termination of the same parties as of the rental agreement.
- C. If at any time during the continuance of this agreement the tenant’s employment in Bangkok is terminated and/or he/she is directed to leave the country, the tenant shall be entitled to terminate this agreement by giving **60** (sixty) days written notice to the landlord with the tenant’s employer’s written notice. The tenant

shall be entitled to half the deposit back **60** (sixty) days after vacating the premises, provided the tenant is not in default of the conditions of the rental agreement. The deposit shall not be default of the conditions of the rental agreement. The deposit shall not be refunded incase the tenant decides to shift to any other premises in Bangkok during the continuance of this lease agreement.

This agreement is made in duplicate, with identical wordings. Both parties having fully read and understood its contents and agree to comply with its terms and conditions. Therefore, both parties have hereunder affixed their signatures in the presence of witnesses on this day. The landlord and the tenant, each to keep one signed copy.

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