

DATED 29th November, 2013

LAGUNA LAKES LIMITED
(Lessor)

TWIN WATERS DEVELOPMENT COMPANY LIMITED
(Seller)

LAGUNA GRANDE LIMITED
(Seller)

and

MS. ELENA SAMSONOVA
(Lessee/Buyer)

LAND LEASE AGREEMENT
and
SALE AND PURCHASE AGREEMENT
and
SUPPLEMENTAL AGREEMENT

of

HOUSE IN LAGUNA PARK PROJECT
TOWNHOMES CORNER TYPE
PHASE 1B, PLOT NO. 39

laGuna
PHUKET

DATED 29th November, 2013

LAGUNA LAKES LIMITED
(Lessor)

and

MS. ELENA SAMSONOVA
(Lessee)

LAND LEASE AGREEMENT

of

LAND IN LAGUNA PARK PROJECT
TOWNHOMES CORNER TYPE
PHASE 1B, PLOT NO. 39

laGuna
PHUKET

LAND LEASE AGREEMENT

This Agreement is made on the 29th day of November, 2013 at the office of the Lessor.

BY AND BETWEEN

1. **LAGUNA LAKES LIMITED**, a company duly incorporated and organised under the laws of Thailand, having its registered office at 390/1, Moo. 1, Sri Soonthorn Rd, Cherngtalay, Thalang, Phuket, Thailand 83110 (the “**Lessor**”); and
2. **MS. ELENA SAMSONOVA**, residing at 119634, Russia, Moscow, Lukirskaya Street, Billap 262 (the “**Lessee**”).

WHEREAS

- a) The Lessor is the legitimate owner of lands title deed no. 6362, having an approximate area of 21 Rai, 3 Ngan, 46.3 Square Wah (34,985.20 Square Metres) located at Cherngtalay, Thalang, Phuket as detailed attached hereto (the “**Land**”) (*Annex I*);
- b) The Lessor has consented Twin Waters Development Company Limited (the “**Seller**”), an affiliate company of the Lessor to develop the Land as the house namely “**Laguna Park**” (the “**Project**”);
- c) The Lessee is the purchaser of house Townhomes Corner type plot no. 39 (the “**House**”) from the Seller in accordance with the Agreement for the Sale and Purchase of the house on the same date (the “**Sale and Purchase Agreement**”), which is constructed on a certain part of the Land owned by the Lessor in the Project; and
- d) The Lessor wishes to lease and the Lessee wishes to take a lease over a certain part of the Land as specified under Clause 1 below.

NOW IT IS HEREBY AGREED as follows:-

1. PROVISION OF LEASE

In consideration of the Rental (defined hereinafter) paid by the Lessee and subject to the Lessee's compliance with this Agreement and the Sale and Purchase Agreement, the Lessor hereby lets to the Lessee and the Lessee accepts to take on the lease of plot no. 39 as part of the Land as specified and colored on the map attached hereto (*Annex II*), with a total area of approximately 176 square meters (the “**Premises**”).

2. PURPOSE OF THE LEASE

The Lessee agrees to use the Premises for the purpose of situating the House for residential purposes only as required under the terms of the Sale and Purchase Agreement. The Lessee shall not use nor permit any other person to use the Premises or any part thereof either temporarily or permanently for any other purposes not specified in this Agreement throughout the Lease Term (defined hereinafter). Upon expiration of the Lease Term and its renewal thereof or upon termination of this Agreement under Clauses 12.1 and 12.5, the House shall be deemed to forthwith become a component part of the Premises and be in the ownership of the Lessor.

3. LEASE TERM

- 3.1 The term of the lease shall be a period of 30 (thirty) years or the maximum period as permitted by law (the "**Lease Term**") commencing from the date that the Lessee first occupies the Premises as notified by the Lessor or from the date that the Lessor has completed the registration of transfer of the ownership of the House to the Lessee, whichever is earlier.
- 3.2 The Lessor irrevocably and unconditionally represents and warrants that the Lessee shall, unless expressly stated otherwise and subject to the Lessee's compliance with the terms and conditions herein and payment of the Rental as set out in Clause 4 under this Agreement, have an absolute right to exercise his first option to renew this lease hereunder for a further period of 30 (thirty) years or the maximum period as permitted by law by serving a notice in writing on the Lessor at least 90 (ninety) days prior to the expiration of the Lease Term. All terms and conditions of this Agreement shall automatically apply to the renewed lease save for this renewal clause.
- 3.3 Subject to the serving of the Lessee's notice in accordance with Clause 3.2 and the Lessee not being in breach of its obligations under this Agreement, the Lessor agrees to renew this Agreement for a further term of 30 (thirty) years or the maximum period as permitted by law on the same terms and conditions as contained in this Agreement.
- 3.4 In addition to the right to make the first renewal of the lease under Clause 3.2, the Lessee shall be entitled to his second option to renew the lease for a period of 30 (thirty) years or the maximum period as permitted by law by serving a notice in writing on the Lessor at least 90 (ninety) days prior to the expiration of the renewed lease period under Clause 3.2. Clause 3.3 shall also apply to the second renewal of the lease under this Clause 3.4.
- 3.5 In addition to the right to make the first and second renewal of the lease under Clause 3.2 and 3.4, the Lessee shall be entitled to his third option to renew the lease for a period of 30 (thirty) years or the maximum period as permitted by law by serving a notice in writing on the Lessor at least 90 (ninety) days prior to the expiration of the renewed lease period under Clause 3.4. Clause 3.3 shall also apply to the third renewal of the lease under this Clause 3.5.
- 3.6 The renewal of the lease terms under Clauses 3.2, 3.4 and 3.5 shall be granted without any additional Rental or consideration to be paid by the Lessee.
- 3.7 Other than the first, second and third lease renewals specified in Clauses 3.2, 3.4 and 3.5, no further lease renewal shall be allowed unless the renewal is made in accordance with the terms to be agreed by the Lessor.
- 3.8 All taxes, duties and fees including but not limited to any and all expenses incurred in relation to the registration of the renewal of lease over the Premises shall be borne solely by the Lessee.
- 3.9 If the Lessee is prevented by restrictions and provisions under Thai laws from exercising his option to renew this lease under Clause 3.2, 3.4 or 3.5 above, the Lessor shall, within 30 (thirty) days after expiration of this lease, repay to the Lessee the amount equivalent to three-fourth (in respect of the unsuccessful renewal of the lease under Clause 3.2) or half (in respect of the unsuccessful renewal of the lease under Clause 3.4) or one-fourth (in respect of the unsuccessful renewal of the lease under Clause 3.5) of the total amount of the Rental and the Purchase Price (under the Sale and Purchase Agreement) payable to the Lessor without interest.

- 3.10 During the Lease Term under Clause 3.1 and the renewed lease term under Clause 3.2, 3.4 or 3.5, if the registration of the lease of the Premises is permitted by relevant law for a period longer than 30 (thirty) years, the Lessor and the Lessee shall, within a reasonable period, proceed with the new registration of the lease of the Premises in order to reflect the longer period. The Lessee shall be responsible for all taxes, duties, fees and expenses incurred in connection with the new registration of the lease of the Premises.

4. RENTAL AND PAYMENT

- 4.1 In consideration of the lease of the Premises under this Agreement, the Lessee agrees to pay the Rental at the sum of **Baht 1,914,000.-** (*Baht One Million Nine Hundred and Fourteen Thousand Only*) (the "Rental").
- 4.2 The Lessee shall make payment of the Rental to the Lessor in accordance with the Payment Schedule as attached hereto (*Annex III*).
- 4.3 All payments due from the Lessee to the Lessor hereunder shall be paid to the Lessor by cheque or cashier's cheque or bank draft or delivered to the Lessor's office at 390/1 Moo 1 Srisoontorn Road, Chergtalay, Thalang, Phuket 83110 Thailand, or by fund remittance or telegraphic transfer into

Bank : Siam Commercial Bank Public Company Limited
Branch: Phuket, Thailand
Address: 66 Moo 7, Radsada Rd., Talad Nua, Muang, Phuket 83000
Account Name: Laguna Lakes Limited
Account No. : 537-408110-2 Saving Account
Swift code: SICOTHBK

Payment instructions (for foreign Lessee only): Please issue foreign exchange transaction form or Bank certificate for the lease of land in Laguna Park Project, Townhomes plot no. 39 for Ms. Elena Samsonova.

- 4.4 All bank charges in connection with the conversion of foreign currency into Thai Baht, as a result of inward remittance or transfer of funds shall be borne solely by the Lessee.
- 4.5 The Lessee agrees with the Lessor that any late payment shall be subject to interest at the rate of 1.25 % (one point two five percent) per month on whatever amount is in arrears until it is fully paid. In the case where the Lessee fails to make payment of any late payment within 30 (thirty) days from the date of receipt of the Lessor's notice, the Lessor is entitled to terminate this Agreement immediately and keep all amounts that have been paid up to that date.
- 4.6 Any payment of the Rental made by cheque, cashier's cheque, bank draft, negotiable or other instruments shall be deemed to have been received by the Lessor when the same has been cleared or honored and the monies have been deposited or credited into the Lessor's bank account.
- 4.7 In case where any payment of the Rental is made by inward remittance of foreign currency or the withdrawal from a non-resident Baht account, the Lessee shall be responsible for obtaining the evidence representing such inward remittance or sale of foreign currency or the letter issued by the commercial bank certifying the withdrawal of funds from the non-resident account.
- 4.8 After receiving a payment from the Lessee, the Lessor shall issue a receipt of each payment to the Lessee's address in accordance with Clause 15.

5. REGISTRATION

- 5.1 Registration of the lease of the Premises shall proceed not later than 90 (ninety) days after the date on which the Seller completes the construction of the House and the Lessor has duly received full payment of the Rental under Clause 4 of this Agreement and the Seller has duly received full payment of the Purchase Price under Clause 2 of the Sale and Purchase Agreement (the "**Registration Date**"). The Lessor shall determine the Registration Date for effecting the registration of the lease of the Premises to the Lessee with the competent official, and shall notify the Lessee in writing of the Registration Date at least 30 (thirty) days in advance. The Lessee, or his legal representative, shall attend and execute the registration of the lease of the Premises on the Registration Date at the competent land office.
- 5.2 Where the Lessee or his legal representative is unable to attend and execute the registration of the lease of the Premises on the Registration Date, the Lessee shall immediately notify the Lessor in writing at least 7 (seven) working days prior to the Registration Date and the parties shall mutually determine and agree on a new Registration Date.
- 5.3 In the event that the Lessee fails to attend and execute the registration of the lease of the Premises on the Registration Date or the new Registration Date as the case may be, then the Lessee shall be deemed in default in proceeding with the registration of the lease of the Premises on the Registration Date. Due to the said Lessee's failure, the Lessor is not obliged to register the lease of the Premises under this Agreement. However, if the Lessee wishes the Lessor to register the lease of the Premises after the Registration Date, the Lessee shall be subject to pay the penalty to the Lessor for the late registration at Baht 30,000 (*Baht Thirty Thousand Only*).
- 5.4 Notwithstanding, if the Lessor considers that the late registration of the lease of the Premises due to the Lessee's failure will cause a problem to the Project and/or cause an unnecessary burden to the Lessor, the Lessor is, at its sole discretion, entitled to terminate this Agreement. In this case, Clause 12 of this Agreement shall apply for the termination mutatis mutandis.
- 5.5 All registration fees and duties in relation to the registration of the lease of the Premises shall be borne solely by the Lessee.

6. OPTION TO PURCHASE

- 6.1 During the Lease Term or the renewed lease term under Clause 3.2, 3.4 or Clause 3.5 above, the Lessee shall be entitled to exercise its right to purchase the Premises by giving written notice to the Lessor at least 60 (sixty) days in advance.
- 6.2 Subject to the serving of the Lessee's notice in accordance with Clause 6.1 and the Lessee not being in breach of its obligations under this Agreement, the Lessee shall have the right to purchase and take the transfer of the Premises from the Lessor by himself or on the date to be notified by the Lessor being a date within 30 (thirty) days from the date of the Lessee's notice in Clause 6.1 provided that:-
- (a) the parties agree that Rental shall be constituted as a purchase price of the Premises.
 - (b) the Lessee shall pay to the Lessor a purchase option fee in the total sum equal to 1% (one percent) of the Rental; and
 - (c) the Lessee is eligible under the relevant laws and regulations of Thailand to take the transfer of and own the Premises.

- 6.3 All costs, expenses, fees, stamp duties and taxes in relation to the registration and transfer of the Premises to the Lessee shall be solely borne by the Lessee.

7. ASSIGNMENT BY THE LESSEE

- 7.1 Subject to Clause 7.4 provided hereafter, the Lessee shall not, without the Lessor's prior written consent, assign, sublet or otherwise part with the possession of the Premises or any part thereof in any way whether by way of subletting, lending, sharing or other means whereby any person or persons not a party to this Agreement obtains the use or possession of the Premises or any part thereof irrespective of whether any rental or other consideration is given for such use or possession. However, in the case where the Lessee sells or transfers the House to any third person, the lease of the Premises under this Agreement shall be transferred and assigned to the said person and such assignment shall be subject to Clause 7.4 below.
- 7.2 In the event of any such transfer, subletting, sharing, assignment or parting with the possession of the Premises (whether for monetary consideration or not) which is made without the Lessor's prior written consent, then without prejudice to any other claims, rights and remedies of the Lessor arising therefrom or otherwise, the Lessor may, in his absolute discretion, terminate this Agreement and shall be entitled to recover from the Lessee all losses and damages sustained by the Lessor as a direct or indirect result of such breach and/or early termination and repossess the Premises with or without force against the Lessee. The Lessee shall forthwith vacate the Premises and cause any person using or occupying the Premises, as a result of the Lessee's contravention of this Clause, to forthwith vacate the Premises on notice to that effect from the Lessor but all without prejudice to any claims, rights or remedies of the Lessor in respect of any other breach by the Lessee of the terms and provisions hereof.
- 7.3 This Agreement shall be binding upon and inure to the benefit of the successors, assignees, heirs, executors and administrators of the parties.
- 7.4 The parties agree that in the case where the Lessee sells the House or assigns/transfers all rights and obligations under this Agreement to any third person (the "**Transferee**"), the Lessee shall pay to the Lessor an assignment fee of Baht 75,000 (*Baht Seventy Five Thousand Only*) and shall arrange for the Transferee to enter, sign and execute all documents, applications, deeds or agreements, which may be required by law or the Lessor, so that this Agreement would bind the Transferee and the Transferee would take over all rights and obligations of the Lessee under this Agreement.

8. ASSIGNMENT BY THE LESSOR

The Lessor may, at its own discretion and without seeking prior consent from the Lessee, assign transfer or sell the Premises to its affiliated company ("**Designated Company**"). The Lessee hereby gives consent to the Lessor to assign, transfer or sell its rights and obligations under this Agreement to the Designated Company at the Lessor's discretion. The terms and conditions, as well as the remaining Lease Term as provided within this Agreement shall continue and remain in full force and effect. The Lessor shall be responsible for any costs incurred from such assignment, transfer or sale of the Premises.

9. OCCUPATION

In the case where the Lessee as the Buyer under the Sale and Purchase Agreement agrees to occupy the House prior to the Registration Date, the Lessee shall simultaneously request the Lessor for occupancy and use of the Premises prior to the Transfer Date and/or Registration Date as the case may be. In connection with this, the Lessee shall pay the Rental in accordance with Clause 4 and Annex III of this Agreement and the Lessee shall not be in default of any terms and conditions of this Agreement and any applicable payments terms.

The Lessor shall determine the date of delivery of the Premises to the Lessee. The Lessee shall accept and take delivery of the Premises on such date and shall also in all respects strictly comply with all provisions of this Agreement, all related agreements and the payment schedules.

10. LESSEE'S COVENANTS

Throughout the Lease Term and its renewal, the Lessee hereby covenants with the Lessor as follows:

- 10.1 To pay the Rental in accordance with the Payment Schedule set out in Annex III.
- 10.2 To use and occupy the Premises solely and exclusively for the purposes set out in Clause 2 of this Agreement.
- 10.3 Not to use, nor permit the use of, the Premises or any part thereof for any illegal or immoral purposes.
- 10.4 Not to create, nor allow on the Premises or any part thereof, any nuisance or any act or matter or thing whatsoever, including noise or odor, which may cause annoyance or nuisance or cause damage or disturbance to the Lessor or other tenants or occupiers of the Project.
- 10.5 Not to create, nor cause to be created, any lien, charge or encumbrance of any kind whatsoever over the Premises or any part hereof or any interest therein other than this lease without written consent of the Lessor.
- 10.6 Not to, without the prior written consent of the Lessor, erect any structure, pipe, wire, or post on or in the Premises, nor make, or allow to be made, any alteration or improvement or addition thereto, nor cause or allow any person to cause any damage to the Premises. If the Lessor's consent is granted, the Lessee shall employ the contractor as reasonably approved or nominated by the Lessor to carry out such works.
- 10.7 Not to, without the prior written consent of the Lessor, construct and build any building, house or any other structure on the Premises other than the House under the Sale and Purchase Agreement and not to dig or excavate on the Premises.
- 10.8 To permit the Lessor and/or his representative(s), at all reasonable times and intervals, to enter and inspect the condition of the Premises, the building thereon, including all properties therein and for such purposes as may be necessary or proper for the reasonable protection of the Lessor's interests in the Premises; and within a reasonable time as the Lessor may think fit after the Lessor has given the Lessee written notice of any defects, decay or want of repair found thereupon, to repair and make good the same, PROVIDED THAT if the Lessee has not, within 14 (fourteen) days after the serving of such notice, commenced and proceeded diligently with the execution of the works specified as aforesaid, the Lessor shall have the right to enter the Premises and execute such repairs and works, and the cost thereof shall become a debt immediately payable by the Lessee to the Lessor over and above the Rental, except in the case of an emergency, the Lessor and/or his representative may enter the Premises by force if necessary at any time without prior notice to effect emergency repairs. The cost thereof shall become a debt, immediately payable by the Lessee to the Lessor over and above the Rental.
- 10.9 At all times, agrees to strictly abide by and comply with all rules, regulations, notices, demands and instructions from time to time reasonably imposed by the Lessor in relation to the use of the Premises or the House for the common benefit of the other houses in the Project.

- 10.10 The Lessee hereby further agrees to be responsible for a fair proportion, to be determined by the Lessor, of all costs and expenses incurred under the Supplemental Agreement in connection with the management and maintenance of the provision of public utilities and facilities and other necessary insurance covering maintenance of the common area and other property provided for the common benefit of the other property in the Project.
- 10.11 To be liable for any act of default, negligence or omission of the Lessee's contractors, employees, invitees or licensees as if it were an act of default negligence or omission of the Lessee and to indemnify the Lessor against all costs, claims, demands, expenses or liabilities to any third party in connection therewith.
- 10.12 To retain aesthetic continuity of the lease of the Premises within the Project and maintain the Project theme provided by the Lessor or its Designated Company. If the Lessee fails to comply with this Clause 10.12, the Lessee shall, at his own costs and expense, remedy the default within 30 (thirty) days from the date of receipt of any notice of such failure given by the Lessor or its Designated Company. Failure to remedy the default within such period shall entitle the Lessor or its Designated Company to enter the Premises to restore it to a state consistent with the Project's theme and the Lessor or its Designated Company shall be entitled to claim for reimbursement of the costs thereof from the Lessee.
- 10.13 To clean, restore and deliver the Premises to the Lessor on the expiration or early termination of this Agreement in a state of good repair and in a condition conducive to further leasing to the Lessor's satisfaction at the Lessee's cost and expense PROVIDED ALWAYS THAT where the Lessee has made any alterations or installed any structure or additions to the Premises with or without the Lessor's written consent the Lessor may at its discretion require the Lessee at the Lessee's cost and expense to reinstate, remove or do away with such structure or additions or any part or portion thereof and make good and repair in a proper and workmanlike manner any damage to the Premises as a result thereof prior to surrendering the Premises to the Lessor.
- 10.14 To be responsible for any other taxes, duties and fees of whatever nature which may be imposed by the authorities levied on the Premises in connection with the lease of the Premises.

11. LIMITATION OF LESSOR'S LIABILITY

The Lessee shall not hold the Lessor nor its officers, servants, employees or agents liable in any way in respect of any injury, damage, loss of business or other liability whatsoever suffered by the Lessee or any other party howsoever caused, in particular, but without limitation, caused by or through or in any way owing to:

- (a) any interruption of services resulting from necessary repair or maintenance;
- (b) any damage or destruction by fire, water, act of God, Force Majeure, or other causes beyond the Lessor's control; and
- (c) the act, negligence or default of other tenants or occupants in the Project and their family members, employees, contractors and visitors.

12. TERMINATION AND DEFAULT

Unless expressly provided otherwise in this Agreement, the parties agree that:-

- 12.1 If the Lessee breaches any terms or provision of this Agreement, the Sale and Purchase Agreement and/or the Supplemental Agreement and fails to remedy the same within a

reasonable period as shall be notified by the Lessor or fails to make any payment required to be paid under this Agreement, then the Lessor shall forthwith be entitled to terminate this Agreement, the Sale and Purchase Agreement and the Supplemental Agreement whereupon the Lessor shall be entitled to keep all sums previously paid by the Lessee without prejudice to any right of the Lessor to claim for any other damages from the Lessee.

- 12.2 Termination by the Lessor shall not relieve the Lessee of any obligation to pay the Lessor all unpaid and outstanding sums or amounts required under this Agreement prior to the Lessor's notice of termination and the Lessee shall remain liable for all the unpaid and outstanding sums and amounts together, if so demanded by the Lessor, with interest calculated thereon at the rate of 1.25% (one point two five percent) per month on a daily basis from the date due.
- 12.3 Upon the termination of this Agreement, the Lessee shall forthwith surrender the Premises to the Lessor in good condition and restoration in default whereof the Lessee shall incur the obligation to pay a daily penalty equivalent to 1% (one percent) of the amount equivalent to the payment made to the Lessor by the Lessee in the relevant year of, as adjusted for inflation, from the date of termination of this Agreement until the Premises have been surrendered to the Lessor in good condition and restoration. Payment of such penalty shall not prejudice any claim by the Lessor for any loss or damage suffered by the Lessor as the result of the delay in surrendering the Premises. In addition, the Lessor is entitled to repossess the Premises with or without force. The Lessee irrevocably agrees that the Lessor's repossession of the Premises under this Agreement shall not be contemplated as trespass of the Premises and the Lessor shall not be liable for any criminal or civil liability for such repossession to the Lessee. The Lessee agrees to waive its right to claim and or take any legal proceeding against the Lessor either civil or criminal action for such repossession of the Premises under this Agreement. The Lessor is also entitled to remove and relocate the Lessee's property out of the Premises and/or to seize and sell the Lessee's property for settlement of the outstanding Rental owed by the Lessee to the Lessor.
- 12.4 Under no circumstances shall the Lessor be liable for consequential damages alleged to have arisen as a result of any event under this Agreement.
- 12.5 The parties agree that this Agreement is considered an integral part of the Sale and Purchase Agreement and the Supplemental Agreement, and that where the Sale and Purchase Agreement is terminated for whatever reason, this Agreement and/or the Supplemental Agreement shall be terminated forthwith and vice versa. Upon termination of this Agreement, the above Clauses 12.1, 12.2, 12.3 and 12.4 shall apply mutatis mutandis.

13. INDEMNITY

The Lessee shall hold the Lessor harmless and indemnify the Lessor from and against all outgoings, debts, liabilities, obligations, actions, proceedings, costs, loss of income and/or loss of opportunity, damages, claims and demands of whatever nature arising from the breach or non-compliance of the Lessee in respect of the payments under Clause 4, any act or omission by the Lessee of its obligations under this Agreement, the Sale and Purchase Agreement and the Supplemental Agreement and any act done by the Lessee's family members, occupiers, visitors, contractors, agents and employees.

14. WAIVER

The Lessor's failure to take action against the Lessee for non-performance of any term of this Agreement shall not be construed as a general waiver or relinquishment of any such right, term or condition. Notwithstanding the Lessor's consent to the Lessee's performance or omission of

any acts contrary to those mentioned herein, such consent shall be deemed consent granted for the particular case and not for all or any others incurred thereafter. Should the Lessor for whatever reason delay or not enforce any provision or exercise any of its rights herein stipulated, such delay shall not constitute any waiver of any other rights contained herein.

15. NOTICES

Any notice or communication to be served to the other party shall be made to the respective address by registered mail, which shall be deemed to have been received by the other party on the date the mail reaches the other party or is expected to reach the other party. If the Lessee changes address, the Lessor shall be notified within 30 (thirty) days after the date of the change.

16. ENTIRE AGREEMENT

Each party hereby confirms that this Agreement and the Annexes attached hereto supersedes all previous communication, agreements, arrangements, offer letters between any of them with regard to the transactions hereby contemplated and that it is not entering into this Agreement in reliance upon any representations or warranties not expressly set out herein.

17. MISCELLANEOUS

17.1 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

17.2 Any provision in this Agreement which is void, invalid or unenforceable shall be ineffective only to the extent of such void, invalid or unenforceable provision, without invalidating the remaining provisions and without affecting the validity and enforceability of such provisions in any other jurisdiction.

17.3 "Force Majeure" is defined in relation to either party as any circumstances beyond the reasonable control of that party (including but without limitation, any strike, lock-out or other industrial action).

18. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Thailand.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto executed this Agreement in the presence of witnesses on the day, month and year first written above.

SIGNED by

(Mr. Kuan Chiet)

(Mr. Passapong Nantarak)

for and on behalf of the **Lessor**
LAGUNA LAKES LIMITED

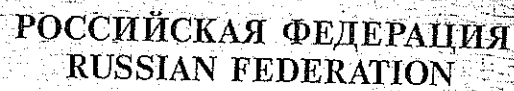
Witness

SIGNED by

(Ms. Elena Samsonova)

the **Lessee**

Witness



Подпись владельца
Holder's signature



РОССИЙСКАЯ ФЕДЕРАЦИЯ /RUSSIAN FEDERATION

PASPORT / PASSPORT

Тип / Type

Код государства/Code of Issuing State
RUS

Холар нахнопра / Passport No
72 3022498

Удмуртия, Сыктывкар

CAMCOHOBA /
SAMSONOVA

Meta : Given names

ЕЛЕНА ВАЛЕРЬЕВНА /
ELENA

Гражданство / Nationality

РОССИЙСКАЯ ФЕДЕРАЦИЯ / RUSSIAN FEDERATION
Дата рождения / Date of birth 21.07.1967 Учетная запись

21.07.1967
Don/Son

X / F

Место рождения: Place of birth:
Г. ТОМСК / USSR

Дата вы

1. TUMCK / USSR
Date of issue

12 02 2013

Дата окончания срока : Date of expiry:

12.02.2023

Орган, выдавший документ / Authority
ФМС 77711

Подпись владельца / Holder's signature



P<RUSSAMSONOVA<<ELENA<<<<<<<<<<<<<<<<<<<
7230224989RUS6707219F2302122<<<<<<<<<<<<04

EJ

ANNEX I
THE LAND

in: 1948

หน้า ๑๖๖

ใบตมที่ต้ม

เป็นหนังสือสำคัญแสดงกรรมสิทธิ์

ออกโดยอาศัยอำนาจตามประมวลกฎหมายวิธี

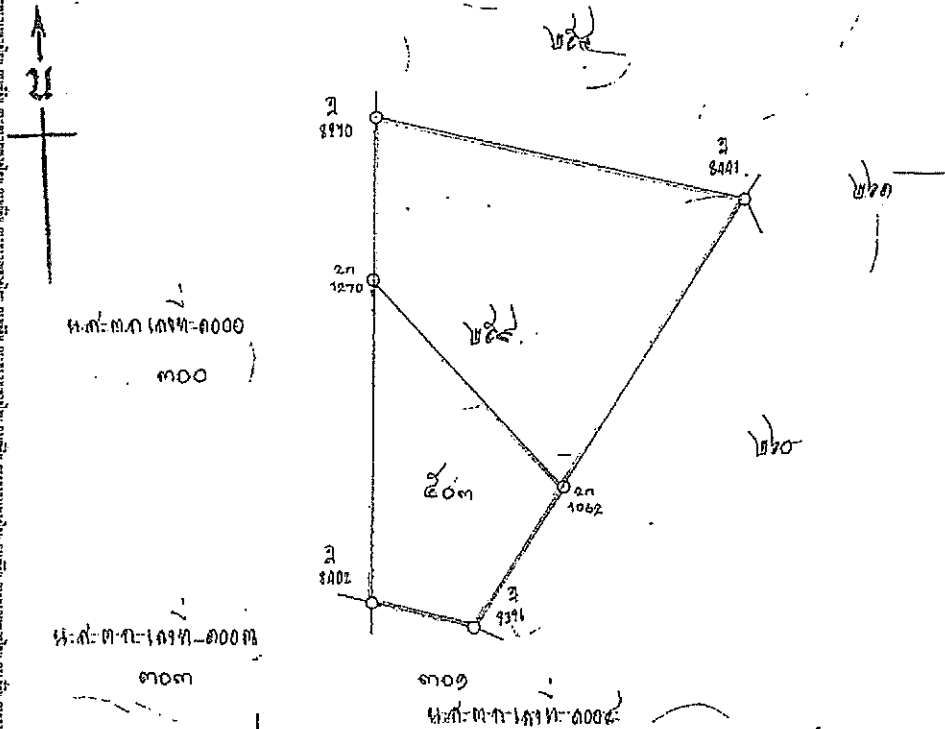
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มาตรา ๑๑ ในร่าง ๑: ๕๐๐๐

របៀបវារៈ

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บาทถ้วน ๑,๕๐๐.



ออก ณ วันที่ ๑๕ เดือน สิงหาคม พ.ศ. ๒๕๖๓ ที่ กรุงเทพมหานคร

วันที่ ร.ด. ๑๕/๑๒/๖๕
(ต้นชัย, วิจักขณ)
เจ้าพนักงานที่ดิน

12 ม.ค. 2533
 12 ก.พ. 2533
 12 ก.พ. 2533

๒๕ ม.ค. ๒๕๖๓
๒๕ ม.ค. ๒๕๖๓
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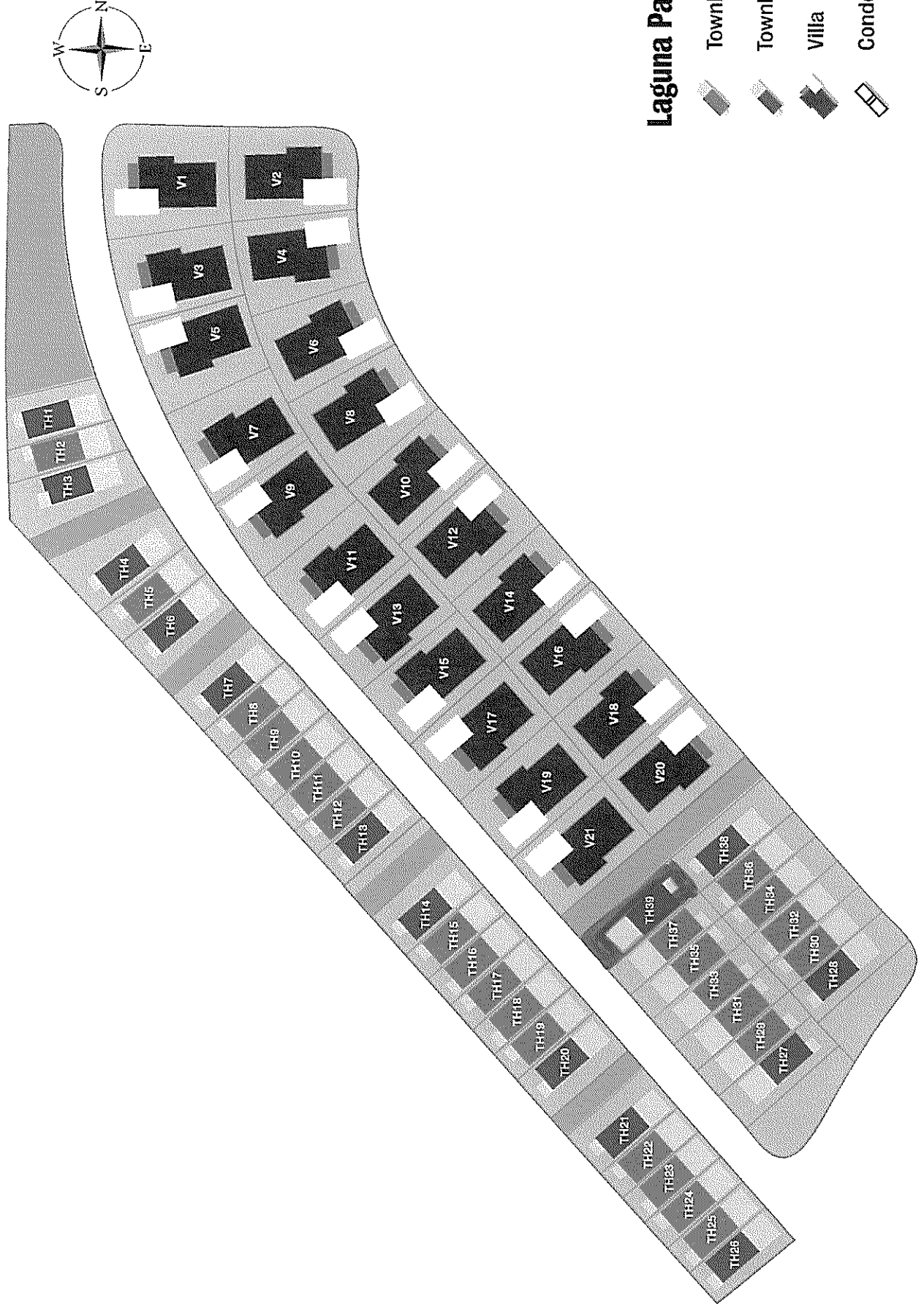
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ANNEX II
MAP OF THE PREMISES



Laguna Park Master Plan – Phase 1



ANNEX III
PAYMENT SCHEDULE

The Rental

THB 1,914,000.-

Payment Terms :

Installment No.	Due Date	Amount (THB)
1.	20% 15 th January, 2014	382,800.-
2.	10% Upon Construction is 50% complete*	191,400.-
3.	10% Upon Construction is 75% complete**	191,400.-
4.	10% Upon completion of construction	191,400.-

* Roof, brickwork and rendering substantially complete.

**Electrical conduits, pipe work and plastering substantially complete.

Balance of the Rental Price of THB 957,000.- is to be paid over 3 years (36 monthly installments due on 1st date of each month) including interest at 5% per annum in the amount of THB 28,682.- for each installment which shall commence in the month following 100% completion of construction.

DATED 24th October, 2013

TWIN WATERS DEVELOPMENT COMPANY LIMITED
(Seller)

and

MS. ELENA SAMSONOVA
(Buyer)

SALE AND PURCHASE AGREEMENT

of

HOUSE IN LAGUNA PARK PROJECT
TOWNHOMES CORNER TYPE
PHASE 1B, PLOT NO. 39

LaGuna
PHUKET

AGREEMENT FOR SALE AND PURCHASE OF HOUSE

This Agreement is made on the 29th day of November, 2013 at the office of the Seller.

BY AND BETWEEN

1. **TWIN WATERS DEVELOPMENT COMPANY LIMITED**, a company duly incorporated and organised under the laws of Thailand, having its registered office at 390/1, Moo. 1, Sri Soonthorn Rd, Cherngtalay, Thalang, Phuket, Thailand 83110 (the "**Seller**"); and
2. **MS. ELENA SAMSONOVA**, residing at 119634, Russia, Moscow, Lukirskaya Street, Billap 262 (the "**Buyer**").

WHEREAS

- a) The Seller is the owner and developer of **Laguna Park Project** (the "**Project**") located on land under the land title deed no. 6362, having an approximate area of 21 Rai, 3 Ngan, 46.3 Square Wah (34,985.20 Square Metres), located at Cherngtalay, Thalang, Phuket (the "**Land**") as detailed in *Annex I*;
- b) The Buyer as the Lessee concurrently enters into and executes the Land Lease Agreement on the same date (the "**Land Lease Agreement**") with Laguna Lakes Limited, the Land owner and the affiliate company of the Seller, which has granted consent to the Seller to develop the Project. (the "**Lessor**"), in order to lease a part of the Land located on plot no. 39 under the title deed no. 6362 of the Project (the "**Premises**") from the Lessor; and
- c) The Buyer wishes to purchase the house developed by the Seller and located on the Premises (the "**House**") as set out in the House Specification and Plan in *Annex II*.

NOW IT IS HEREBY AGREED as follows:-

1. SALE AND PURCHASE

- 1.1 The Seller agrees to sell and the Buyer agrees to purchase the House in accordance with the terms and conditions under this Agreement.
- 1.2 The Buyer is fully aware that the Project is a housing/residential project and that any construction, alteration, addition or demolition on the Premises will need to comply with the relevant laws and the general guidelines, rules or regulations as prescribed by the government authorities or the Seller in order to preserve the overall theme and aesthetics of the Project.

2. PRICE AND PAYMENT

- 2.1 The purchase price of the House shall be **Baht 6,922,000.- (Baht Six Million Nine Hundred and Twenty Two Thousand Only)** (the "**Purchase Price**").
- 2.2 The Buyer agrees to pay the Purchase Price to the Seller in accordance with the Payment Schedule in *Annex III*.
- 2.3 All payments due from the Buyer to the Seller under this Agreement shall be paid to the Seller by cheque or cashier's cheque or bank draft or delivered to the Seller's

office at 390/1, Moo. 1, Sri Soonthorn Rd, Cherngtalay, Thalang, Phuket, Thailand 83110 or by fund remittance or telegraphic transfer into

Bank : The Siam Commercial Bank Public Co.,Ltd.

Branch: Phuket, Thailand

Address: 66 Moo 7, Radsada Rd., Talad Nua, Muang, Phuket 83000

Account Name: Twin Waters Development Company Limited

Account No. : Saving 537-2-82832-0

Swift Code : SICOTHBK

Payment Instruction (for foreign buyer): Please issue foreign exchange transaction form or Bank certificate for purchase of house in Laguna Park Project, Townhomes plot no. 39 for Ms. Elena Samsonova.

- 2.4 All bank charges in connection with the conversion into Thai Baht, remittance or transfer of funds shall be borne solely by the Buyer.
- 2.5 The Buyer agrees with the Seller that any late payment shall be subject to interest at the rate of 1.25% (one point two five percent) per month on whatever amount is in arrears until it is fully paid. In the case where the Buyer fails to make payment of any late payment within 30 (thirty) days from the date of receipt of the Seller's notice, the Seller is entitled to terminate this Agreement immediately and keep all amounts that have been paid up to that date.
- 2.6 Any payment made by cheque, cashier's cheque, bank draft, negotiable or other instruments, shall be deemed to have been received by the Seller only when the same has been cleared or honored and the monies have been deposited or credited into the Seller's bank account.
- 2.7 In case where any payment of the Purchase Price is made by inward remittance of foreign currency or the withdrawal from a non-resident Baht account, the Buyer shall be responsible for obtaining evidence representing such inward remittance or sale of foreign currency or the letter issued by a commercial bank certifying the withdrawal of funds from the non-resident account.
- 2.8 After receiving a payment from the Buyer, the Seller shall issue a receipt of each payment to the Buyer's address in accordance with Clause 13.

3. REGISTRATION

- 3.1 Registration of the transfer of ownership of the House shall proceed not later than 90 (ninety) days after the date on which the Seller completes the construction of the House and the Seller has duly received full payment of the Purchase Price under Clause 2 of this Agreement and the Lessor has duly received full payment of the Rental under Clause 4 of the Land Lease Agreement (the "**Transfer Date**"). The Seller shall determine the Transfer Date for effecting the registration of transfer of ownership of the House to the Buyer with the competent official, and shall notify the Buyer in writing of the Transfer Date to the Buyer at least 30 (thirty) days in advance. The Buyer, or his legal representative, shall attend and execute the registration of transfer of ownership of the House on the Transfer Date at the competent land office.
- 3.2 Where the Buyer or his legal representative is unable to attend and execute the registration of the transfer of the ownership of the House on the Transfer Date, the Buyer shall immediately notify the Seller in writing at least 7 (seven) working days prior to the Transfer Date and the parties shall mutually determine and agree on a new Transfer Date.

- 3.3 In the event that the Buyer fails to attend and execute the registration of the transfer of the ownership of the House on the Transfer Date, or the new Transfer Date as the case may be, then the Buyer shall be deemed in default in proceeding with the registration of the transfer of ownership of the House on the Transfer Date. Due to the said Buyer's failure, the Seller is not obliged to register the transfer of ownership of the House under this Agreement. However, if the Buyer wishes the Seller to register after the Transfer Date, the Buyer shall be subject to pay the penalty to the Seller for the late registration at Baht 30,000 (*Baht Thirty Thousand Only*).
- 3.4 The Buyer shall be responsible for all conveyance or government fees and any other taxes, fees or duties in any way relevant to the sale and the registration of the House and the Seller shall be responsible for the specific business tax and income withholding tax in relation to the registration of the transfer of the ownership of the House to the Buyer.

4. INSPECTION AND OCCUPATION

- 4.1 The Buyer shall, after receipt of the Seller's notice, inspect the House and shall take delivery of the House if the construction is completed in accordance with the House Specification and Plan in Annex II, and ready for full beneficial occupancy and in good and clean condition. Upon taking the delivery of the House from the Seller, the Buyer shall be responsible for the insurance of the House and its contents thereon.
- 4.2 After taking delivery of the House from the Seller, the Buyer shall occupy the House and in all respects strictly comply with all provisions of this Agreement and all related Agreements. If the Buyer fails to take delivery of the House within the period specified by the Seller, in this case it deems that the House is in good condition and available for beneficial occupancy.

5. ASSIGNMENT BY THE SELLER

The Seller may at its own discretion and without seeking prior consent from the Buyer, assign, transfer or sell the Project to its affiliated company ("**Designated Company**"). The Buyer hereby gives consent to the Seller to assign, transfer or sell its rights and obligations under this Agreement to the Designated Company at the Seller's discretion. The terms and conditions provided within this Agreement shall continue and remain in full force and effect. The Seller shall be responsible for any costs incurred from such assignment, transfer or sale of the Project.

6. ASSIGNMENT BY THE BUYER

The Buyer shall not, from the date of this Agreement until the Transfer Date, transfer or assign any of its rights and obligations under this Agreement to any person (the "**Transferee**") without prior written consent from the Seller provided that the Buyer shall arrange the Transferee to enter, sign and execute all documents, applications, deeds or agreements, which may be required by law or the Seller, so that this Agreement would bind the Transferee and the Transferee would take over all rights and obligations of the Buyer under this Agreement.

7. TRANSFER OF OWNERSHIP

After the Transfer Date, if the Buyer wishes to transfer ownership of the House to any third party, the Buyer shall notify the Seller of such ownership transfer, by giving a 30 (thirty) days written notice before the date of the transfer of ownership and, before the transfer of ownership, arrange for such third party to enter, sign and execute all documents, applications, deeds or agreements to be bound by all terms and conditions of this Agreement, the Land Lease Agreement and the Supplemental Agreement with the Seller, as the case may be, as if it were an original party to them.

8. BUYER'S COVENANTS

The Buyer hereby covenants with the Seller as follows:-

- 8.1 To pay the Purchase Price in accordance with the Payment Schedule set out in Annex III.
- 8.2 To use and occupy the House solely and exclusively for the purposes set out in Clause 1 of this Agreement.
- 8.3 Not to use, nor permit the use of, the House or any part thereof for any illegal or immoral purposes.
- 8.4 Not to create, nor allow on the House or any part thereof, any nuisance or any act or matter or thing whatsoever, including noise or odor, which may cause annoyance or nuisance or cause damage or disturbance to the Seller or other owners or occupiers of the Project.
- 8.5 Not to, without the prior written consent of the Seller, make any construction to, alteration of, improvement to, addition, demolition of or painting of the House nor erect any structure, pipe, wire, or post on or in the Premises, nor make, or allow any person to cause any damage to the House or the Premises. If the Seller's consent is granted, the Buyer shall employ the contractor as reasonably approved or nominated by the Seller to carry out such works.
- 8.6 If the Buyer alters, changes, or amends any part of the House, the Seller shall not be responsible for such alteration, change and amendment. The Buyer shall take its own responsibility for any defect and damage that occurs to the House due to such alteration, change or amendment.
- 8.7 At all times, agrees to strictly abide by and comply with all rules, regulations, notices, demands and instructions from time to time reasonably imposed by the Seller or Management Company in relation to the use of the Premises or the House for the common benefit of the other houses in the Project.
- 8.8 The Buyer hereby further agrees to be responsible for a fair proportion, to be determined by the Seller, of all costs and expenses incurred under the Supplemental Agreement in connection with the management and maintenance of the provision of public utilities and facilities and other necessary insurance covering maintenance of the common area and other property provided for the common benefit of the other property in the Project.
- 8.9 To be liable for any act of default, negligence or omission of the Buyer's contractors, employees, invitees or licensees as if it were an act of default, negligence or omission of the Buyer and to indemnify the Seller against all costs, claims, demands, expenses or liabilities to any third party in connection therewith.
- 8.10 Not to use the House as a serviced premises, inn, hotel, guesthouse, apartment or other commercial function in relation to short-term leasing serviced residences similar to hotel business or a time sharing business having a lease term less than 30 days.
- 8.11 To retain aesthetic continuity of the House within the Project and maintain the Project theme provided by the Seller and the Management Company. If the Buyer fails to comply with this Clause 8.11, the Buyer shall, at his own costs and expense, remedy the default within 30 days from the date of receipt of any notice of such failure given by the Seller or the Management Company. Failure to remedy the default within such period shall entitle the Seller or the Management Company to enter the Premises to restore it to

a state consistent with the Project's theme and the Seller or the Management Company shall be entitled to claim for reimbursement of the costs thereof from the Buyer.

- 8.12 To be responsible for any other taxes, duties and fees of whatever nature which may be imposed by the authorities levied on the House in connection with the ownership of the House.

9. SELLER'S COVENANTS

- 9.1 The Seller shall ensure that construction of the House shall be completed within 18 months from the date of commencement of construction. Subject to force majeure, in case where the construction is delayed, the Seller shall pay a penalty of 0.5% (zero point five percent) per month of the Purchase Price to the Buyer until the construction is completed.
- 9.2 In the event that there is any loss or damage to the House arising from inferior or faulty construction materials, equipment, tools or workmanship used for the construction of the House (ordinary wear and tear excepted) within one (1) year for piles, footing, beam, slab, roof structure, load bearing wall, component parts or major parts of the building from the date of completion of construction of the House as notified in clause 4.1 by the Seller, after receipt of written notice from the Buyer by the Seller, the Seller agrees to repair the House to good condition at his own expense.
- 9.3 It is clearly understood by the Buyer that the above covenant shall not include any loss or damage to the House that arises whether directly or indirectly from any acts of the Buyer and/or his dependants whether wrongful or not.

10. TERMINATION AND DEFAULT

Unless expressly provided otherwise in this Agreement, the parties agree that:-

- 10.1 If the Buyer breaches any terms or provision of this Agreement, the Land Lease Agreement and/or the Supplemental Agreement and fails to remedy the same within a reasonable period as shall be notified by the Seller or fails to make any payment required to be paid under this Agreement, then the Seller shall forthwith be entitled to terminate this Agreement, the Land Lease Agreement and the Supplemental Agreement whereupon the Seller shall be entitled to keep all sums previously paid by the Buyer without prejudice to any right of the Seller to claim for any other damages from the Buyer.

Upon the termination of this Agreement, the Buyer shall forthwith surrender the House to the Seller in good condition and restoration in default whereof the House shall incur the obligation to pay a daily penalty equivalent to 1% (one percent) of the amount equivalent to the payment made to the Seller by the Buyer in the relevant year of, as adjusted for inflation, from the date of termination of this Agreement until the House has been surrendered to the Seller in good condition and restoration. Payment of such penalty shall not prejudice any claim by the Seller for any loss or damage suffered by the Seller as the result of the delay in surrendering the House. In addition, the Seller is entitled to repossess the House with or without force. The Buyer irrevocably agrees that the Seller's repossession of the House under this Agreement shall not be contemplated as trespass of the House and the Seller shall not be liable for any criminal or civil liability for such repossession to the Buyer. The Buyer agrees to waive its right to claim and or take any legal proceeding against the Seller either civil or criminal action for such repossession of the House under this Agreement. The Seller is also entitled to remove and relocate the Buyer's property out of the House and/or to seize and sell the Buyer's property for settlement of the outstanding Purchase Price owed by the Buyer to the Seller.

- 10.2 Termination by the Seller shall not relieve the Buyer of any obligation to pay the Seller all unpaid and outstanding sums or amounts required under this Agreement prior to the Seller's notice of termination and the Buyer shall remain liable for all the unpaid and outstanding sums and amounts together, if so demanded by the Seller, with interest calculated thereon at the rate of 1.25% (one point two five percent) per month on a daily basis from the date due.
- 10.3 Under no circumstances shall the Seller be liable for consequential damages alleged to have arisen as a result of any event under this Agreement.
- 10.4 The parties agree that this Agreement constitutes an integral part of the Land Lease Agreement and the Supplemental Agreement, and that where the Land Lease Agreement is terminated for whatever reason, this Agreement and/or the Supplemental Agreement shall be terminated forthwith and vice versa. Upon termination of this Agreement, the above Clauses 10.1, 10.2 and 10.3 shall apply mutatis mutandis.

11. INDEMNITY

The Buyer shall hold the Seller harmless and indemnify the Seller from and against all outgoing, debts, liabilities, obligations, actions, proceedings, costs, loss of income and/or loss of opportunity, damages, claims and demands of whatever nature arising from the breach or non-compliance of the Buyer in respect of the payments under Clause 2, any act or omission by the Buyer of its obligations under this Agreement, the Land Lease Agreement and the Supplemental Agreement and any act done by the Buyer's family members, occupiers, visitors, contractors, agents and employees.

12. WAIVER

The Seller's failure to take action against the Buyer for non-performance of any term of this Agreement shall not be construed as a general waiver or relinquishment of any such right, term or condition. Notwithstanding the Seller's consent to the Buyer's performance or omission of any acts contrary to those mentioned herein, such consent shall be deemed a consent granted for the particular case and not for all or any others incurred thereafter. Should the Seller for whatever reason delay or not enforce any provision or exercise any of its rights herein stipulated, such delay shall not constitute any waiver of any other rights contained herein.

13. NOTICES

Any notice or communication to be served to the other party shall be made to the respective address by registered mail, which shall be deemed to have been received by the other party on the date the mail reaches the other party or is expected to reach the other party. If the Buyer changes address, the Seller shall be notified within 30 (thirty) days after the date of the change.

14. ENTIRE AGREEMENT

Each party hereby confirms that this Agreement and the Annexes attached hereto supersede all previous communication, agreements, arrangements, offer letters between any of them with regard to the transactions hereby contemplated and that it is not entering into this Agreement in reliance upon any representations or warranties not expressly set out herein.

15. MISCELLANEOUS

- 15.1 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

- 15.2 Any provision in this Agreement which is void, invalid or unenforceable shall be ineffective only to the extent of such void, invalid or unenforceable provision, without invalidating the remaining provisions and without affecting the validity and enforceability of such provisions in any other jurisdiction.
- 15.3 "Force Majeure" is defined in relation to either party as any circumstances beyond the reasonable control of that party (including but without limitation, any strike, lock-out or other industrial action).

16. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Thailand.

IN WITNESS WHEREOF, the Seller and the Buyer have hereunto executed this Agreement in the presence of the witnesses on the day, month and year first written above.

SIGNED by

(Mr. Kuan Chiet)

(Mr. Passapong Nantarak)

for and on behalf of the **Seller**
TWIN WATERS DEVELOPMENT COMPANY LIMITED

Witness

SIGNED by

(Ms. Elena Samsonova)

the **Buyer**

Witness

ANNEX I
THE LAND



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เลขที่.....

หน้าสารบัญ iii

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จังหวัด... เกือบ

โขนกษัตริย์

เป็นหนังสือสำคัญแสดงกรรมสิทธิ์

ออกโดยอาศัยอำนาจตามประมวลกฎหมายที่ดิน

ให้แก่ บริษัท อีสานอินเตอร์เทรด จำกัด เลขที่ ๑ ถนนพหลโยธิน แขวงสามยุค อำเภอเมือง จังหวัดขอนแก่น

ถนน ๕๖ กิโลเมตร

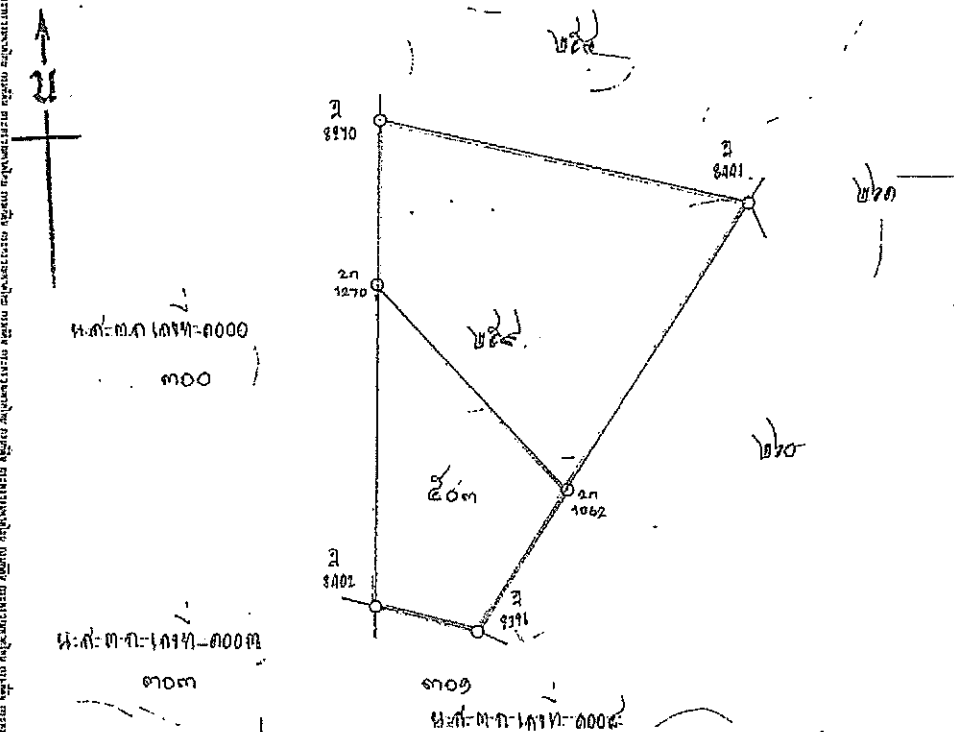
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มาตรการส่วนนี้ในระหว่าง ๑:๕๐๐๐

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วันที่ ร.ต.
(ลงนาม, วัตถุประสงค์)
เจ้าพนักงานที่ดิน

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วันที่: 12 ก.พ. 2533
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(นาย) เกษม นายนาย เกษม
12 ก.พ. 2533

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สารบัญจุดทะเลเขื่อน

วันที่จดทะเบียน ปี	ประเภท การ จดทะเบียน	ผู้ ให้สัญญา	ผู้ รับสัญญา	เนื้อที่ ตามสัญญา			เนื้อที่ คงเหลือ			รวม เลขที่ โฉนดที่ดิน	จำนวน โฉนดที่ดิน	จำนวน แปลง ที่ดิน
				ไร่	งาน	ตารางวา	ไร่	งาน	ตารางวา			
วันที่ 23 เมษายน พ.ศ. 2545	แบ่งแยกใน นามเดิม	บริษัท เจริญทะเลพัฒนา จำกัด	บริษัท เจริญทะเลพัฒนา จำกัด	11	-	72 10	21	3	46 10	4 10	503	23177
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ANNEX II

HOUSE SPECIFICATION AND PLAN

LAGUNA PARK

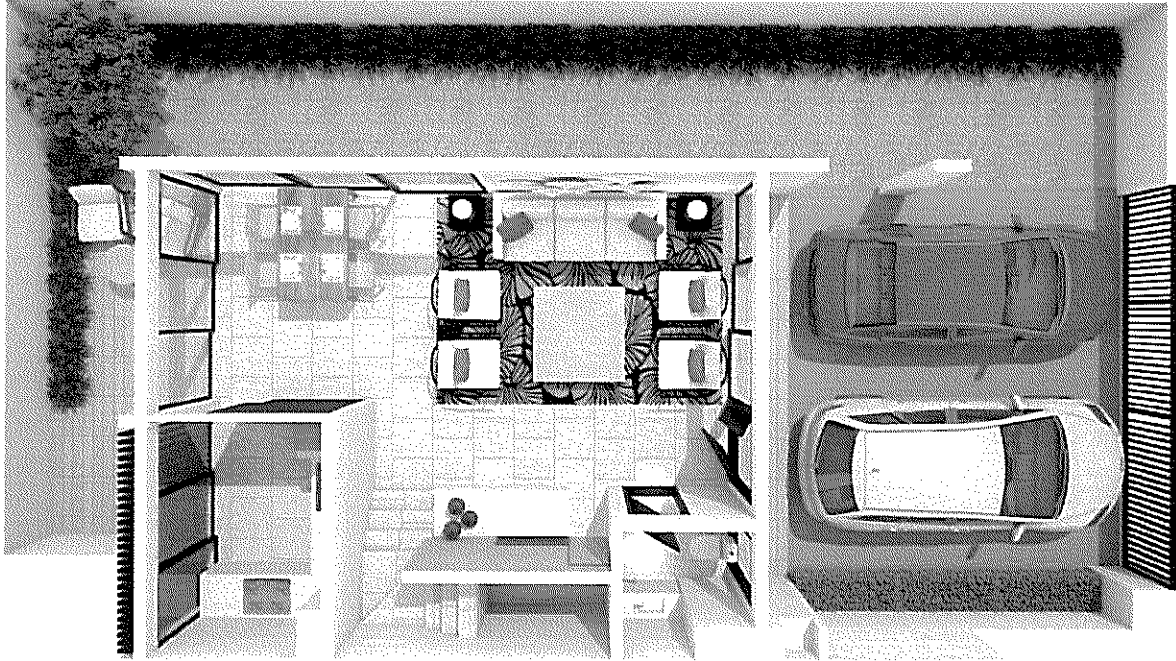
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Building Specifications - Townhome

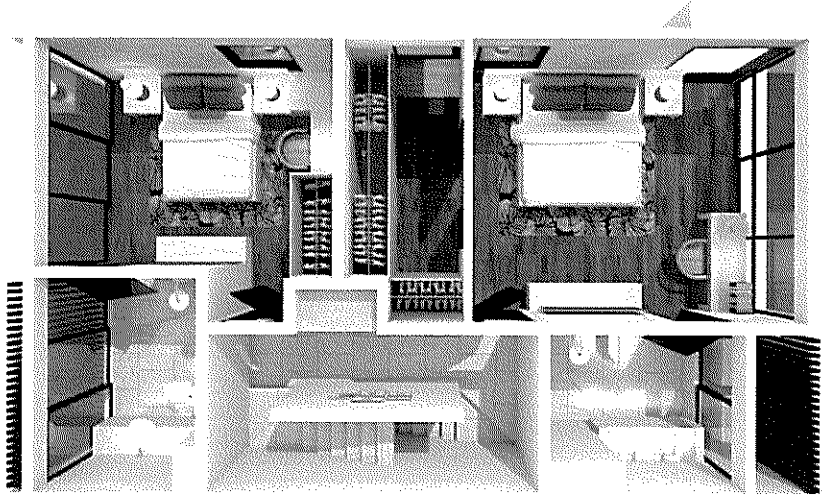
		Standard spec.	Customer option
Structure:		Reinforced concrete	
Floors:	Living/ Dining/ Kitchen	600x600 mm. Homogenous tiles	-
	Bathrooms	600x600 mm. Homogenous tiles	-
	Bedrooms	Laminated floor	-
	Gazebo/Roof Deck	600x600 mm. Homogenous tiles	-
	Terrace/Balcony/Roof Deck	300x600 mm. Homogenous tiles	-
Walls:	Living/Dining/Bedrooms	Plaster & paint	-
	Gazebo	Open area	Plaster & Paint wall, aluninum doors
	Bathrooms	300x600 Homogenous tiles (1.0 m. high), Plaster & Paint	-
Ceilings:	All rooms	Gypsum board with paint	-
	Carpark	Concrete surface with paint	-
Roof:	Above gazebo	Metal roof	-
Doors:	Entrance door (from carpark)	Veneered plywood door	-
	Bedrooms/Bathrooms	Veneered plywood door	-
	Door (to Balcony)	Aluminum frame with clear glass	-
Windows:		Aluminum frames with clear glass	-
Sanitary ware/fittings:		COTTO or Equivalent	-
Kitchen:	Kitchen appliances	Hob, Hood, Sink, Oven	-
	Work top	Stone finish	-
	Cupboard	Laminate or Melamine finishes	-
Wardrobe		Laminate or Melamine finishes	-
Air-conditioning:		Split system	-

Note : The above Building Specifications above are indicative only and subject to change(s) made by the Developer without giving prior notice.

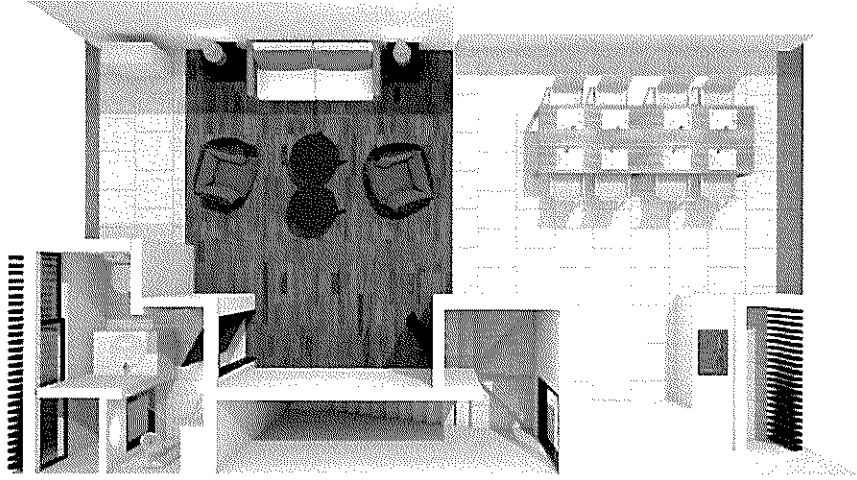
Townhome corner unit



Ground Floor



First Floor



Second Floor

	Townhome standard	Townhome corner-unit
Bedrooms	2	2
Bathrooms	4	4
Living Area*	114 sqm	124 sqm
Terrace and Deck Area*	32 sqm	36 sqm
Parking Area*	27 sqm	32 sqm
Total Area*	173 sqm	192 sqm

* approximate area

Disclaimer : The Lessee/Buyer accepts and is aware that the Floor Plan above is indicative only and does not include furniture items for sale and subject to change made by the Lessor/Seller without giving prior notice to the Lessee/Buyer.

ANNEX III
PAYMENT SCHEDULE

Purchase price **THB 6,922,000.-**

Less reservation deposit THB 100,000.-

Payment Terms :

Installment No.	Due Date	Amount (THB)
1.	20% 15 th January, 2014	1,284,400.-
2.	10% Upon Construction is 50% complete*	692,200.-
3.	10% Upon Construction is 75% complete**	692,200.-
4.	10% Upon completion of construction	692,200.-

* Roof, brickwork and rendering substantially complete.

**Electrical conduits, pipe work and plastering substantially complete.

Balance of the Purchase Price of THB 3,461,000.- is to be paid over 3 years (36 monthly installments due on 1st date of each month) including interest at 5% per annum in the amount of THB 103,729.- for each installment which shall commence in the month following 100% completion of construction.

DATED 29th November, 2013

LAGUNA GRANDE LIMITED
(Seller)

and

MS. ELENA SAMSONOVA
(Buyer)

SUPPLEMENTAL AGREEMENT

of

HOUSE IN LAGUNA PARK PROJECT
TOWNHOMES CORNER TYPE
PHASE 1B, PLOT NO. 39

LaGuna
PHUKET

SUPPLEMENTAL AGREEMENT

This Agreement is made on the 29th day of November, 2013 at the office of the Seller.

BY AND BETWEEN

1. **LAGUNA GRANDE LIMITED**, a company duly incorporated and organised under the laws of Thailand, having its registered office at 390/1, Moo. 1, Sri Soonthorn Rd, Cherngtalay, Thalang, Phuket, Thailand 83110 (the "**Seller**"); and
2. **MS. ELENA SAMSONOVA**, residing at 119634, Russia, Moscow, Lukirskaya Street, Billap 262 (the "**Buyer**").

WHEREAS

- A. On the date hereof, Twin Waters Development Company Limited, the developer of Laguna Park Project (the "**Project**") entered into an Agreement for Sale and Purchase (the "**Sale and Purchase Agreement**") of a house (the "**House**") with the Buyer, and Laguna Lakes Limited, an owner of a land on which the House is located (the "**Premises**"), entered into a Land Lease Agreement (the "**Land Lease Agreement**") with the Buyer, relating to the purchase by the Buyer of the House and the lease of the Premises details of the House and the Premises attached as *Annex I* hereto, (the House and the Premises collectively referred to as "**Property**").
- B. The Seller and the Buyer wish to enter into a supplemental agreement under which the Seller agrees to provide the Buyer with the necessary public utilities and other facilities which are provided for the common benefit of properties located in the Laguna Park Project ("**Project**") and to maintain the common area and the properties in the Project.

NOW IT IS HEREBY AGREED as follows:-

1. SUPPLEMENTAL PROVISION

This Agreement is supplemental to the Sale and Purchase Agreement and the Land Lease Agreement. With effect from the date hereof, the Sale and Purchase Agreement and the Land Lease Agreement shall be read and construed as if the provisions of this Agreement appeared therein. This Agreement shall be read and construed with the Sale and Purchase Agreement and the Land Lease Agreements as a single document. All terms, expressions and definitions provided in the Sale and Purchase Agreement and the Land Lease Agreement shall apply to this Agreement unless it expressly provides otherwise in this Agreement

2. INFRASTRUCTURE, COMMON FACILITIES AND SERVICES AND COMMON PROPERTY

2.1 The infrastructure, common facilities and services in the Project include:

- (a) the roads and the systems of water drainage and waste water treatment;
- (b) land for the garden, waste water treatment plant, and electrical equipment station;
- (c) security services on appropriate spots and other methods for the security of the land owners, their family members, occupiers and visitors;

- (d) cleaning services for roads, drainage, parks and other common facilities;
 - (e) services for garbage collection;
 - (f) services for lights and equipment in the common facilities; and
 - (g) all other facilities and services provided or designated by the Seller for common use or benefits.
- 2.2 The infrastructure, common facilities and services shall be provided to the Buyer in compliance with relevant laws and the general guidelines, rules or regulations as prescribed by the government authorities or the Seller.
- 2.3 The Buyer agrees that the Seller or the person appointed by the Seller such as the managing agent will manage and operate the infrastructure, common facilities and services and will also collect remuneration in return of such services.

3. ASSIGNMENT BY THE SELLER

The Seller may at its own discretion and without seeking prior consent from the Buyer, assign, transfer or sell the Project to its affiliated company ("**Designated Company**"). The Buyer hereby gives consent to the Seller to assign, transfer or sell its rights and obligations under this Agreement to the Designated Company at the Seller's discretion. The terms and conditions provided within this Agreement shall continue and remain in full force and effect. The Seller shall be responsible for any costs incurred from such assignment, transfer or sale of the Project.

4. BUYER'S COVENANTS

- 4.1 The Buyer shall pay the Seller all costs, expenses and fees in relation to the infrastructure, common facilities and services provided for the benefit of the Project and the properties in the Project and their maintenance as follows:
- (a) a special fund to be used for major repairs and replacement of relevant parts and equipment of the infrastructure, common facilities and services, at the rate of Baht 100 (One Hundred Baht) per square Wah per annum. This amount is subject to change. The first payment of the special fund shall be made to and received by the Seller on the date that the permission to occupy the House in accordance with Clause 4 of the Sale and Purchase Agreement is given to the Buyer or the Transfer Date whichever occurs first. Subsequent payments shall, without further notice from the Seller be made to the Seller, within thirty (30) days from the date of the receipt of the relevant invoices by the Buyer. If at any time a repair or replacement is necessary, the Seller will use this fund for that purpose. The Seller will keep an account of the special fund. If the special fund is not sufficient for payment of the expenses of the major repairs and replacement of the infrastructure, common facilities and services, the Buyer shall pay an additional amount as requested by the Seller from time to time;
 - (b) the cost of the utilities provided for the Property, such as water (the "**Utilities Costs**") as consumed by the Buyer and/or in relation to the Property at the rate to be prescribed from time to time by the Seller plus the applicable VAT. The Seller shall install meter(s) for water for this purpose. Payments of the Utilities Costs shall be made to the Seller within thirty (30) days from the date of the receipt of the relevant invoices by the Buyer;
 - (c) the cost of maintenance of the infrastructure and the cost of the common facilities and services as mentioned in Clause 2.1 and 2.2 to be provided for common use in the Project (the "**Common Facilities and Services Costs**") at a rate to be prescribed from time to time by the Seller. This rate is currently set at Baht 400 (Four Hundred Baht) per square Wah per annum.

This rate is subject to change. The first payment of the Common Facilities and Services Costs shall be made to and received by the Seller on the date that the permission is given to the Buyer. Subsequent payments shall, without further notice from the Seller be made to the Seller, within thirty (30) days from the date of the receipt of the relevant invoices by the Buyer; and

- (d) a security deposit (the “**Security Deposit**”) in the amount equivalent to the annual payment of the Common Facilities and Services Costs on the date that permission to occupy the House is given to the Buyer. The Security Deposit shall, after settlement of all claims against all outstanding amounts in respect of the Common Facilities and Services Costs and other costs or fees payable by the Buyer under this Agreement, be returned to the Buyer without interest upon the termination of this Agreement or after the registration of the transfer of ownership of the Property from the Buyer to any third party.
- 4.2 All regulations and charges for the special fund, the Utilities Costs, and the Common Facilities and Services Costs under this Agreement shall be subject to change by the Seller with an appropriate notice to the Buyer.
- 4.3 If the Buyer fails to pay the amounts required to be paid to the Seller under Clause 4.1 hereof, the Buyer shall be held in default and the Seller shall be entitled to claim a late payment charge at the rate of 1.25 % (one point two five percent) per month from the due date until the date the payment has been made in full, in addition to the remedy under Clause 5. In addition the Seller is entitled to stop providing the services and utility to the Buyer until the Buyer settles and pays the outstanding amount and the late payment charge in full.
- 4.4 Both before and after the construction, the Buyer agrees:
- (a) not to share ownership or leasehold right and not to use the right to take advantage of the Property by using or allowing any other persons to use the Property as passage to or from the adjacent land;
 - (b) not to use the Property for trading, commercial and industrial purposes in any manner, irrespective of whether it is small or large in size, and not to use or allow it to be used by other persons for storage of illegal materials or doing any illegal or immoral action;
 - (c) not to cause nuisance, annoyance or inconvenience to adjacent or neighbouring properties and the Buyer shall at all times remain responsible and liable for the actions of any persons residing on the Property including but not limited to friends, relatives, associates and visitors to ensure that they also do not cause nuisance, annoyance and inconvenience to adjacent neighboring properties or to residents of the Project;
 - (d) not to damage, modify or alter the Common Property without prior written approval from the Seller or its designated company or representatives;
 - (e) not to obstruct, interfere, or restrict the peaceful use of the infrastructure, common facilities and services by other owners of the properties in the Project;
 - (f) not to cause dirt, disorder or damage to the infrastructure, common facilities and services;
 - (g) not to violate the traffic regulations and the rules on driving or parking in the Project;

- (h) to at all times repair and maintain the exterior of the Property in a good and workmanlike manner, and maintain the Property to appear neat and clean;
- (i) to strictly conform with the request, advice, demand and all rules and regulations attached as *Annex II*, notices of the Seller and/or manager of the Project, as imposed or amended from time to time;
- (j) Not to use the House as a serviced premises, inn, hotel, guesthouse, apartment or other commercial function in relation to short-term leasing serviced residences similar to hotel business or a time sharing business having a lease term less than 30 days.
- (k) ensure that any persons residing on the Property including but not limited to friends, relatives, associates and visitors also adhere to and maintain Clauses 4.4 (c)-(j) above.

5. TERMINATION AND DEFAULT

If the Buyer breaches any terms or provisions in this Agreement, the Seller shall be entitled to any one or more of the following:

- (a) to terminate this Agreement and confiscate all payments received;
- (b) to charge the Buyer a penalty of Baht 1,000 (*Baht One Thousand Only*) per day (or such other rate as shall be specified by the Seller from time to time) until compliance herewith shall be performed if the transfer of ownership of the Property has been registered with the relevant authority, without prejudice to the right of the Seller to claim additional damages from the Buyer;
- (c) to cease or suspend the utilities, the common facilities and services and/or other services provided to the Buyer until the breaches or defaults have been completely rectified or remedied; and
- (d) to deny access to and/or within certain areas of the Project to the extent permitted by law.

6. INDEMNITY

The Buyer shall hold the Seller harmless and indemnify the Seller from and against all outgoings, debts, liabilities, obligations, actions, proceedings, costs, loss of income and/or loss of opportunity, damages, claims and demands of whatever nature arising from the breach or non-compliance of the Buyer in respect of the payments under Clause 4.1, any act or omission by the Buyer of its obligations under this Agreement, the Sale and Purchase Agreement and the Land Lease Agreement and any act done by the Buyer's family members, occupiers, visitors, contractors, agents and employees.

7. WAIVER

The Seller's failure to take action against the Buyer for non-performance of any term of this Agreement shall not be construed as a general waiver or relinquishment of any such right, term or condition. Notwithstanding the Seller's consent to the Buyer's performance or omission of any acts contrary to those mentioned herein, such consent shall be deemed a consent granted for the particular case and not for all or any others incurred thereafter. Should the Seller for whatever reason delay or not enforce any provision or exercise any of its rights herein stipulated, such delay shall not constitute any waiver of any other rights contained herein.

8. NOTICES

Any notice or communication to be served to the other party shall be made to the respective address by registered mail, which shall be deemed to have been received by the other party on the date the mail reaches the other party or is expected to reach the other party. If the Buyer changes address, the Seller shall be notified within 30 (thirty) days after the date of the change.

9. ENTIRE AGREEMENT

Each party hereby confirms that this Agreement and the Annexes attached hereto supersedes all previous communication, agreements, arrangements, offer letters between any of them with regard to the transactions hereby contemplated and that it is not entering into this Agreement in reliance upon any representations or warranties not expressly set out herein.

10. MISCELLANEOUS

10.1 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

10.2 Any provision in this Agreement which is void, invalid or unenforceable shall be ineffective only to the extent of such void, invalid or unenforceable provision, without invalidating the remaining provisions and without affecting the validity and enforceability of such provisions in any other jurisdiction.

10.3 "Force Majeure" is defined in relation to either party as any circumstances beyond the reasonable control of that party (including but without limitation, any strike, lock-out or other industrial action).

11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Thailand.

IN WITNESS WHEREOF, the Seller and the Buyer have hereunto executed this Agreement in the presence of the witnesses on the day, month and year first written above.

SIGNED by

(Mr. Kuan Chiet)

(Mr. Passapong Nantarak)

for and on behalf of the **Seller**
LAGUNA GRANDE LIMITED

_____ Witness

SIGNED by

(Ms. Elena Samsonova)

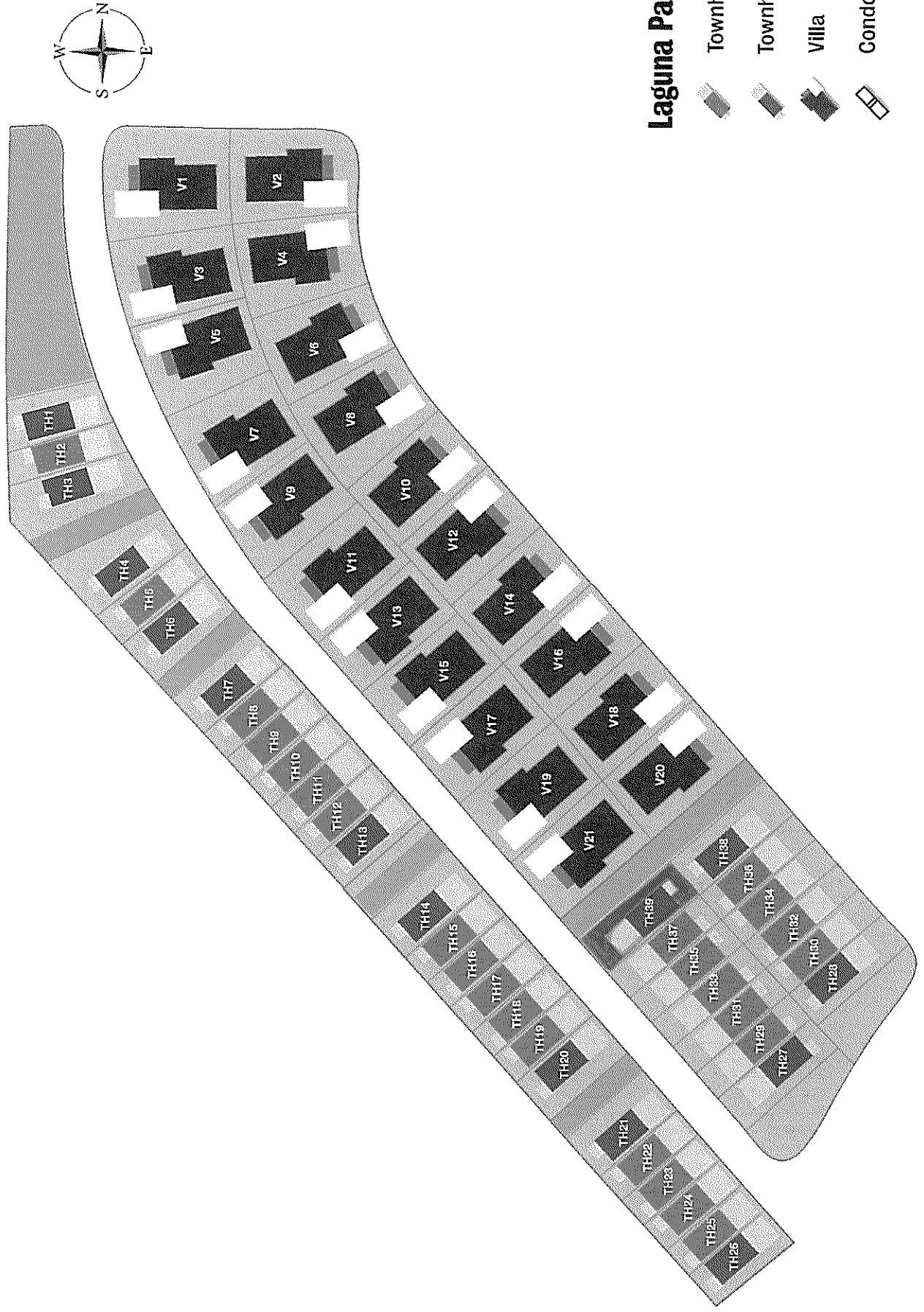
the **Buyer**

_____ Witness

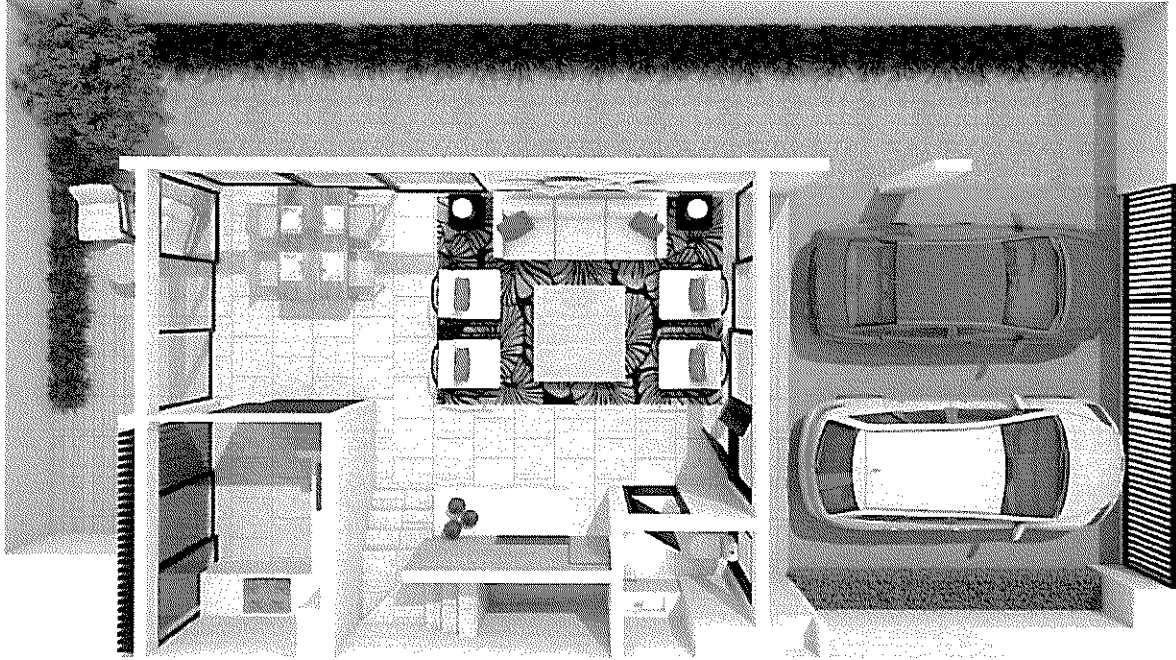
ANNEX I
THE PROPERTY



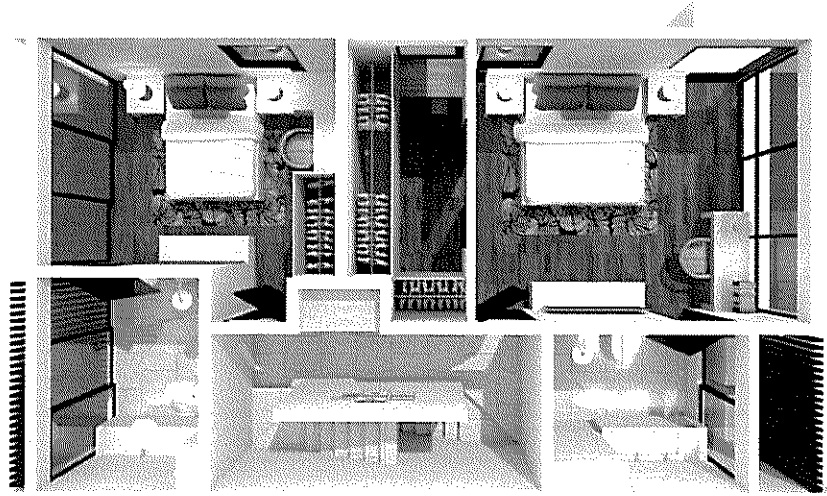
Laguna Park Master Plan – Phase 1



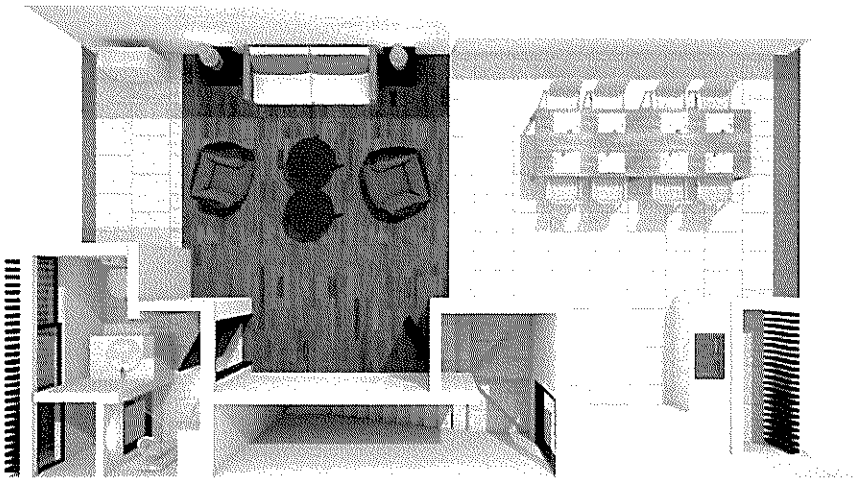
Townhome corner and



Ground Floor



First Floor



Second Floor

Townhome standard		Townhome corner-unit	
Bedrooms	2	Bedrooms	4
Bathrooms	4	Bathrooms	4
Living Area*	114 sqm	Living Area*	124 sqm
Terrace and Deck Area*	32 sqm	Terrace and Deck Area*	36 sqm
Parking Area*	27 sqm	Parking Area*	32 sqm
Total Area*	173 sqm	Total Area*	192 sqm

* approximate area

Disclaimer : The Lease/Buyer accepts and is aware that the Floor Plan above is indicative only and does not include furniture items for sale and subject to change made by the Lessor/Seller without giving prior notice to the Lessee/Buyer.

ANNEX II

RULES AND REGULATIONS

RULES AND REGULATIONS

The Rules and Regulations of the Laguna Park Project ("**Rules & Regulations**") are hereby established and all of the limitations, covenants, conditions, restrictions and easements shall constitute covenants binding the Owner and all parties concerned, having or acquiring any right, title or interest in or to any part of the Project. The Rules & Regulations form a legal and binding part of the Land Lease Agreement, Agreement for Sale and Purchase of House and the Supplemental Agreement and shall therefore be read and construed in accordance with the Land Lease Agreement, Agreement for Sale and Purchase of House and the Supplemental Agreement.

The property hereinafter described shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed pursuant to the general plan for the development of the Project, for the purposes of enhancing and protecting the value and attractiveness of the Project.

PART A: DEFINITIONS & INTERPRETATION

Words and expressions defined in the Land Lease Agreement, Agreement for Sale and Purchase of House and Supplemental Agreement and used in the Rules & Regulations shall (unless the content otherwise requires or unless otherwise defined herein) bear the same meaning herein as that given to them in the Land Lease Agreement, Agreement for Sale and Purchase of House and Supplemental Agreement.

"Common Areas" means the infrastructure, common facilities and services in the Project and the Common Property.

"Developer" means Laguna Lakes Limited and Twin Waters Development Company Limited whose registered office is located 390/1 Moo 1 Srisoontorn Road, Cherngtalay, Thalang, Phuket, Thailand 83110.

"Manager" means Laguna Grande Limited or such person who is appointed as Manager by the Developer from time to time.

"Owner" means the leasehold and freehold buyers or owners including their successors, assignees, occupants, guests, visitors, invitees, servants, sub-lessees and families.

"Project" means Laguna Park Project

"Property" means the leasehold and freehold Land, the House and any structure constructed thereon.

"Street" means the area or areas of roadway in the Project forming part of the common property.

"Transmission Media" means the drains, sewers, venting, pumping station, soakaways, watercourses, gutters, downpipes, water mains or pipes, the electric telephone, television and telecommunications cables, wires, circuits and conduits and the gas mains and pipes or other cables, wires, mains or pipes situated or laid or to be situated or laid within the perpetuity period in through over or under any part or parts of the Project and Property as the context shall require.

PART B : COVENANTS AND RESTRICTIONS

1. General Rules

- 1.1 The Owner shall be responsible for any damage as a result of breach of the rules and regulations.
- 1.2 The Manager reserves the right to amend, revise or change the rules and regulations from time to time as deemed necessary by the Developer.

- 1.3 If the Owner fails to comply with these rules and regulations and fails to remedy within the period specified in a warning notice by the Developer or the Manager, it may be deemed the Owner breaches the Land Lease Agreement, Agreement for Sale and Purchase and Supplemental Agreement.
- 1.4 The Owner shall have to strictly adhere to requests, advice, demand, notices of the Manager and the Developer of the Project as imposed or amended from time to time.

2. Common Areas

- 2.1 The Manager shall administer all Common Areas and any rules formulated by the Manager from time to time shall be binding to the Owner
- 2.2 The Owner shall at all times maintain the Common Areas in a tidy and sanitary condition. Rubbish, dust, garbage, boxes, packing cases, unsightly objects and the like are prohibited to be thrown, piled, or stored in the Common Areas. Furthermore, weeds, underbrush or other unsightly vegetation are prohibited to grow or remain in the Common Areas. If the Owner neglects to remedy the violation under this clause, The Manager shall himself remedy the violation and charge the expenses incurred from the Manager's remedy to the responsible Owner.
- 2.3 Signs, fences, gates, billboards, placards, advertisements or notices of any kind are prohibited to be erected or displayed in the Common Areas without prior written consent from the Manager.
- 2.4 The Owner shall neither cause damage to trees, plants, bushes, flowers, or lawns in the Common Areas nor place chairs, tables or other objects in the lawns and grounds so as to damage them unduly or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds of the Project generally.
- 2.5 The Owner is prohibited to make alterations of the Transmission Media in Common Areas.
- 2.6 The Owner shall not obstruct, interfere, or restrict the peaceful use of the infrastructure, common facilities and services by other owners of the properties in the Project.

3. The Property

- 3.1 The Owner ensures that the Property shall not be used in a way that:
 - (a) causes nuisance, annoyance, inconvenience, hazard, unusual or objectionable noise or odour to adjacent or neighbouring properties.
 - (b) unreasonably interferes with the rights of other persons to use and enjoy the Property or the Project in general;
 - (c) is illegal, immoral or inconsistent with the morality, laws and objectives of the Rules and Regulations;
 - (d) is used to share ownership or leasehold right and to take advantage of the Property by using or allowing any other persons to use the Property as passage to or from adjacent land and for camping by transient residents;
 - (e) is detrimental to or affects the aesthetic value or character of the Project.

- 3.2 The Owner shall at all times maintain the Property in a tidy and sanitary condition. Rubbish, dust, garbage, boxes, packing cases, unsightly objects and the like shall not be thrown, piled, or stored in the Property. Visible parts of the Property may not be used for long-term storage of goods, materials or objects.
- 3.3 The Owner shall not deposit refuse or garbage in the Property other than in the designated containers.
- 3.4 The Owner must not cause damage, other than ordinary wear and tear, to the Property, or to those parts of the Property which the Manager must repair and maintain.
- 3.5 The Owner is prohibited to bring or store any fuel, inflammables, explosives, weapons, hazardous or dangerous or unlawful substances, goods or things, animals or other objects which may cause danger, disease or disturbance against other property owners in the Project.
- The Owner shall take necessary preventative actions to reduce fire hazards. Any substance which will in any way increase or tend to increase the risk of fire is prohibited to be brought into or stored in the Property or the Project.
- 3.6 Material substances, especially burning material such as cigarettes or matches are prohibited to be thrown out or to fall out of any window, door, balcony or other part of the Property or the Project.
- 3.7 Signs, fences, gates, billboards, placards, advertisement or notices of any kind are prohibited to be erected or displayed in the Property without prior written consent from the Manager.
- 3.8 Awnings, shade screens, smoke stacks, radio or television antennas and/or satellite dishes are prohibited to be hung from, protrude out of, placed and/or attached to the exterior of the Property, without prior written consent of the Manager.
- 3.9 Laundry, clothing, bedding, or other articles are prohibited to be hung or displayed from windows, decks, patios, or other parts of the Property as they will be visibly seen from outside of the Property.
- 3.10 The Owner is prohibited to make alterations of the Transmission Media or other services in the Property without prior written consent from the Manager.
- 3.11 The Owner is prohibited to do anything whereby the flush or drainage system of the Property and the Project may be clogged or efficient working thereof may be impaired.
- 3.12 The Owner is prohibited to install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in a discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary.
- 3.13 Incineration of garbage, toxic bottles, plastic or other flammable materials in the Property and the Project is prohibited.
- 3.14 The Property shall not be subdivided nor partitioned into smaller lots.
- 3.15 The Owner shall not conduct any activities on other private properties that do not belong to the Project.
- 3.16 The Owner must keep and maintain the Property in a state of good repair and appearance.

4. Vehicles and Parking

- 4.1 Cars and vehicles must be parked in the designated parking areas of the Project. Visitors must park their vehicles in the designated visitors parking area. If the Owner or visitors fail to comply with this provision, the Manager has the right to remove their cars to any appropriate place and the Owner and such visitors shall have to be responsible for costs and expenses of such removal.
- 4.2 The Owner is prohibited to do any mechanical repair or maintenance work on vehicles in any Street parking areas, driveways or any other part of the Project and the Owner shall observe and perform in regard to the general use and traffic circulation in the Street parking areas and driveways and other parts of the Project.
- 4.3 Storage of goods or merchandise including personal belongings of the Owner is prohibited to be used in the Street parking areas or any part thereof .
- 4.4 It is prohibited to park a vehicle blocking fire hydrant and access to the fire hydrant.
- 4.5 In case the Owner requires additional parking, with approval from the Manager, the Owner may park their vehicle as deemed reasonably appropriate and provided that it shall not interfere with traffic circulation.
- 4.6 The Owner shall have to comply with general traffic rules of driving or parking in the Project.
- 4.7 Speed limit for driving within the Project shall not exceed 40 kilometres per hour.
- 4.8 Vehicles which have not been registered to the Manager are prohibited to be driven in the Project.
- 4.9 The Owner shall give good cooperation in allowing security guards appointed by the Manager to inspect its car and shall take the security guards' advice regarding the Street parking and traffic.
- 4.10 The Owner is prohibited to drive a golf cart or a buggy within the Project area and in the Laguna Phuket Resort hotels and facilities

5. Pets and animals

- 5.1 The Owner may keep pets inside the Property so as long as they do not cause any nuisance, annoyance, harm, danger or damage to other Owners or other Owners' properties and Common Areas. Pets must be common household ones such as dogs, cats, birds or fish. Wild, exotic, farm, livestock or dangerous animals (e.g. pit bull terrier) are prohibited to be in the Property and the Project.
- 5.2 The Owner of pets shall be fully responsible for their behaviours within the Property and the Project. If any pet causes a nuisance or annoyance to other Owners and if persistent complaints are reported to the Manager, such pet must be taken out of the Project upon the receipt of the Manager's notice. If the Owner fails to comply with the notice, they shall have to pay Baht 1,000.- per day to the Manager as a penalty for the whole period that the offending pet remains in the Property. Such penalty will be charged and paid at the same time the payment of the Common Facilities and Services Costs is due.
- 5.3 In case any Owner's pets cause harm, danger or damage to other people or properties, such Owner shall have to be liable for their acts on a ground of tort stipulated by applicable laws.
- 5.4 Pets shall not be left unattended.

- 5.5 Pets kept in the Owner's Property within the Project for the purpose of breeding or other commercial purposes are prohibited.
- 5.6 Pets must be kept inside the Owner's property or fenced lawn unless on a leash held by a person capable of controlling them.
- 5.7 Pets must not be tied up in Common Areas and not allowed to be let off a leash outside the Owner's property.
- 5.8 Pets must be kept clean and not cause any disturbing odour to neighbours.
- 5.9 The Owner shall be responsible for clean-up, damage or repair in consequence of their pets. Failure to remove all excrement from the Project will result in a fine of Baht 1,000.- in addition to any removal/repair costs. Such penalty will be charged and paid at the same time the payment of the Common Facilities and Services Costs is due.

6. Entry to the Property

- 6.1 The Owner must allow any person authorised by the Manager to enter into the Property:
 - (a) in an emergency case, without notice, to ensure safety or prevent significant loss or damage.
 - (b) at a reasonable time, with 24-hours written notice for the purpose of inspecting the Property and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the Property. Such notice shall include the date and approximate time of entry, and the reason for entry.
 - (c) after receiving a written notice from the Developer or the Manager as required and deemed reasonably appropriate for the purposes of maintaining the Property including garbage collection or other necessary cases.
- 6.2 In the event of an emergency occurring in the Property of the Owner who cannot be contacted, access to such Property may have to be gained by force.
- 6.3 The Developer or the Manager shall use its best effort and ability in the abovementioned situations and shall not be responsible for any loss or damage that might occur as a consequence of such actions.

7. Contact Details of the Owner

The Owner must at all times keep the Manager informed of his current postal and e-mail address and telephone and fax numbers (if any), and provide the names and addresses of all direct family members who are authorised to use the Property without prior notice.

8. Alteration of Property

- 8.1 Any exterior addition to or external change or alteration therein including but not limited to building, fence, wall or other structure, landscaping, or exterior lighting or any other type of improvement are prohibited to be commenced, erected or maintained in the Property without prior written consent from the Manager.
- 8.2 The Manager must not unreasonably withhold its approval under Clause 8.1 above, but may require as a condition of its approval that the Owner agrees, in writing, to take responsibility for any expenses relating to the alteration(s), to provide satisfactory evidence that the alteration(s) has been made in compliance with all building codes, that all necessary permits have been obtained, and in case there are any structural alterations, they have been approved by the Manager's qualified architect, engineer or similar professionals and to execute an indemnity agreement that is satisfactory to the Manager.

All costs in relation to obtaining the aforesaid information shall be the responsibility of the Owner requesting the alteration(s).

8.3 For greater certainty, a structural alteration shall include, but not limited to, any removal, addition or alterations of any wall, doorway, floor or ceiling or which will change the normal appearance of the Property.

8.4 Alterations affecting the exterior appearance of the building must be made in the scope of architectural style of the Project as deemed appropriate by the Manager.

9. Limitation of Liability

The Owner shall not hold the Manager nor its officers, servants, employees or agents liable in any way in respect of any injury, damage, loss of business or other liability whatsoever suffered by the Owner or any other party howsoever caused, in particular, but without limitation, cause by or through or in any way owing to;

- (a) any interruption of services resulting from necessary repair or maintenance ;
- (b) any damage or destruction by fire, water, Act of God, Force Majeure, or other causes beyond the Manager's control; and
- (c) the act, negligence or default of the other Owner or occupants in the Property and their family members, employees, contractor and visitors.

10. Rental and Resale Ads

Advertisements for rental or resale of the Property in the Property and within the boundary of the Project without prior consent from the Manager are prohibited.

11. Delegation of Managerial Duties

The Manager may from time to time delegate any and all of its duties under the Rules & Regulations to any person as it thinks fit.