

RENTAL AGREEMENT

Written at The Bangkok Residence 88 Company Limited.

Date: 11 Nov 2018

This agreement is made between Mr. CHEN YONGJUN

Identification Card No./Passport No.: E00299576,

Address:

Nationality: who in this agreement is called the "Tenant", and

Mrs. Suthada Akenirundorn

Identification Card No./ Passport No.: 3329900102900,

Address:

Nationality: Thai who in this agreement is called the "Landlord" and the "Landlord" has the right of ownership for the Project Q House Sukhumvit 79

Room No.: 2059/75 Floor 8 Address: 2059 Sukhumvit Khet Watthana Phra Khanong Nuea Bangkok 10110

and in this agreement is called the "Property".

The "landlord" agrees to let and the "Tenant" agrees to rent the "Property". Both parties agree to the following terms and conditions: This agreement is set for a period of rental.

1. Period of rental agreement

The period of this rental agreement is set for 12 months.

Effective on 19 Nov 2018 Expires on 18 Nov 2019.

2. Rental Fee and Public Fees

2.1 The "Tenant" agrees to pay the monthly rental fee to the "Landlord" the amount of 28,000 Baht (Twenty Eight Thousands Baht only), (exclusive of tax) and is due within the 24 of every month and by bank transfer.

Bank Name : Siam Commercial Bank _____
Branch : _____
Account No. : 142-203-556-4 _____
Account Name: : Suthada Akenirundorn _____

2.2 The "**Tenant**" has paid the rental fee for the first month of this agreement on the date this agreement is made and the rental fee according to this term is exclusive of the "Rental Agreement Deposit".

2.3 The "**Landlord**" will pay for the common/ maintenance fees that will be collected by the juristic entity of the project where this property is located.

3. Details of Rental Contract Deposit.

3.1 On the date this agreement is made, the "**Tenant**" has paid to the "**Landlord**" the amount of _____ 56,000 _____ Baht (Fifty Six Thousands Baht only) and in this agreement is called the "**Rental Agreement Deposit**" and the said amount will be in the keeping of the "**Landlord**" throughout the period of this rental agreement without interest as guarantee for any damages that may occur in the property which is under the responsibility of the "**Tenant**" and/or as a guarantee to pay any debts in the future except the monthly rental cannot be deducted from the "**Rental Agreement Deposit**" unless agreed otherwise.

3.2 The "**Landlord**" will refund the "**Rental Agreement Deposit**" to the "**Tenant**" after deduction of any delinquent debts that are under the responsibility of the "**Tenant**" within 30 days counting from the date of the expiry of this rental agreement or after the completion of the period of rental agreement according to Term No.1.

3.3 In the case that the "**Landlord**" does not perform within the stipulated period according to Term No. 3.2, the "**Tenant**" has the right to claim for the amount of "**Rental Agreement Deposit**" that is due to him/her from the "**Landlord**" and can charge the interest rate of 15% per year counting from the next day according to the maturity of Term.3.2 until the "**Landlord**" has completely paid the "**Tenant**".

3.4 The "**Landlord**" has issued the receipt for the "**Rental Agreement Deposit**" to the "**Tenant**" and the "**Tenant**" has already received it.

4. Agreement and Execution of the "Tenant".

The "**Tenant**" promises to execute according to the following terms:

4.1 To pay the monthly rental fees and public utility fees completely and promptly on the specified date throughout the period of this rental agreement. If the "**Tenant**" does not pay within the deadline, the "**Tenant**" agrees to pay the fine to the "**Landlord**" at the rate of 1,000 .- Baht per day and if he/she does not settle the outstanding debt within 15 days counting from the date of the deadline, the "**Landlord**" has the right to annul this rental agreement immediately thereby, the "Tenant" will receive the balance of the "**Rental Agreement Deposit**" after the "**Landlord**" has deducted the amount of debts and damages.

4.2 To abide by the terms specified in this agreement and the terms of the legal entity of the project which involves the use of the building and the property.

4.3 To use the property only for residential purposes and will not commit any offense against the law which includes the possession of unlawful property and / or the family of the "**Tenant**".

4.4 To maintain the equipment or components of the property. Including floors, walls, ceilings, windows, doors and furniture, electrical equipment, including the parts attached to the property in good condition and without damages (except damages that are caused by normal use of the components or the component is already expired) throughout the period of this contract.

4.5 To permit the "**Landlord**" or his representative to inspect the condition of the property at day time with a prior notice of at least 7 days in advance.

4.6 Thirty (30) days before the end of this agreement, the "**Tenant**" will allow the "**Landlord**" or his representative to show the property to the potential tenant or buyer with a prior notice.

4.7 The "**Tenant**" will not make any extension, modification or any changes to any part of the property without the written consent of the "**Landlord**". If the "**Tenant**" commits infringement, the "**Tenant**" will be liable for the damages arising from such action.

4.8 In the case that there is any alteration or changes in any part of the property with the written consent of the "**Landlord**", it will be considered a part of the property and is under the right of ownership of the "**Landlord**" upon the expiry of this contract.

4.9 The "**Tenant**" will not take any part or all parts of the property to be used for the purposes that are offensive to morals or illegal purposes.

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4.10 The **"Tenant"** will not sublease the property or transfer the rights stipulated in this contract to others without the written consent of the **"Landlord"**.

a) **"The Landlord"** allows the **"Tenant"** and his family to stay in the property not more than 2 persons.

b) If the **"Tenant"** has the purpose to change or increase the number of persons to stay in the property, the **"Tenant"** must inform the number of persons to the **"Landlord"** first in order to get his consent.

4.11 While residing in the property, the **"Tenant"** must not do anything to cause unrest, harassment or abuse to other persons living in the vicinity.

4.12 The **"Tenant"** will not bring pets into the property.

4.13 To report the damage or defects that occur in the property to the **"Landlord"** for his information not more than 7 days from the date the damage has been found or has occurred.

4.14 If the damage that occurred in the property was caused by the **"Tenant"**, he/she will make necessary repairs to make it in usable condition and the **"Tenant"** will pay for the expenses.

4.15 To return all the keys and key cards of the property to the **"Landlord"** upon the expiry of this rental agreement.

5. Agreement and Execution of the "Landlord".

The **"Landlord"** promises to execute according to the following terms:

5.1 The **"Landlord"** must maintain the property in good and normal usable condition, including the repair of the parts that are damaged which were not caused by the use of the property by the **"Tenant"**.

5.2 The **"Landlord"** will manage to have water and electricity available for the use of **"Tenant"** throughout the period of agreement, except, if the **"Tenant"**, under the breach of contract fails to pay for the rental, water and electricity bills. Or other public utilities that are under the responsibility of the **"Tenant"**. The **"Landlord"** has the right to refrain the supply of water, electricity and other public utilities and the **"Tenant"** has no right to claim for any damages from the **"Landlord"**.

6. Termination of Agreement and Results of Termination of Agreement / Expiration of Agreement.

6.1 The "**Landlord**" can terminate this Rental Agreement and the tenant has no right to argue if the following events happen:

- a) The "**Tenant**" does not completely pay the rental fee and other expenses promptly according to the deadline stated in this contract.
- b) The "**Tenant**" do not comply or abide with any of the terms stated in this agreement.
- c) The "**Tenant**" is under bankruptcy according to law.
- d) If any of the parts or all of the parts of the property cannot be used for residence due to fire, the order of the law, the government area allocation or by any force majeure.

6.2 If any of the situations occur as listed in article 6.1 The "**Landlord**" can terminate the agreement immediately by sending a written notice to the "**Tenant**" at his/her address that is stated in this agreement or send directly to the address in the property by conventional means, such as by inserting the letter under the front door, sticking it on the front door or posting it on the notice board at the reception, etc. with immediate effect of the termination of this agreement

6.3 If the termination of this agreement occurs from an event in Article 6.1 (a), (b) or (c) the "**Landlord**" has the right to forfeit the Rental Agreement Deposit that is specified in Article 3.1, including the rental fee that has been paid and pre-claim for damages that may result from the termination of this agreement.

6.4 If the termination of this contract occurs from an event in Article 6.1 (d), both parties do not have the right to claim any damages from one party and the "**Landlord**" must refund the Rental Agreement Deposit specified in Term 3.1, after deduction of expenses and damages that are under the responsibility of the "**Tenant**" within 30 days after the expiry of this agreement.

6.5 After the termination of this agreement or the "**Tenant**" do not wish to extend the agreement with an advance written notice and during the last 30 days before the expiry of this agreement, the "**Tenant**" agrees to let the "**Landlord**" bring the new tenant or buyer to come in to viewing the property with a prior notice of not less than 24 hours and the "**Landlord**" has received the consent from the "**Tenant**" whether verbal or in written.

6.6 After the termination of this agreement according to Terms 6.2, 6.3 and/or 6.4, the "**Landlord**" can immediately take possession of the property, lock the door, change the keys and stop public utility services or water- electricity supply. Or may do in others ways of the same feature and can bring outsiders into the property immediately without permission from the "**tenant**".

7. Agreement about vacating the property.

7.1 At the end of the period of this rental agreement and expires according to Term 1 and/ or the "**Landlord**" has terminated the rental agreement according to Terms 6.1 (a.) 6.1 (b.) 6.1 (c.) 6.1 (d) the "**Tenant**" must move out from the property, transport his belongings and submit the property to the "**Landlord**" within 7 days counting from the date of the expiry of this rental agreement or on the date the rental agreement is terminated and the "**Tenant**" has no right to claim for any cost of moving and transporting from the "**Landlord**".

After the expiration of Term No.7 In such, the "**Tenant**" and his family can immediately move out from the property and transport their belongings. The "**Tenant**" must pay the amount of **5,000.- Baht** to the "Landlord" for the moving out of the "**Tenant's**" belongings as such, The "Landlord" agrees to take care and keep the belongings of the "**Tenant**" and his family for a period of 15 days. Thereby, the "Tenant" has to pay **500 Baht** per day to the "**Landlord**" for the custody of the belongings of the "**Tenant**" and his family until the "**Tenant**" and his family comes to pick up their belongings. Should there be any damages that occur to the belongings of the "**Tenant**" and his family, it has been agreed that the "**Tenant**" or his family cannot claim for the cost of damages from the "**Landlord**".

7.2 If the "**Tenant**" cannot execute according to the agreement specified in Term No. 7.1, or the period of the custody of the belongings has already lapse (15 days) as such, the "Tenant" agrees that:

- a) The belongings of the "**Tenant**" and his family that are still in the property and/or that are yet in the custody of the "**Landlord**", The "**Tenant**" and his family agree to waiver their things to be transferred to the right of the "**Landlord**". Thereby, the "**Landlord**" has the right to take any action on such belongings or can claim for any damage that may occur.
- b) The "**Tenant**" must pay the penalty fee to the "**Landlord**" one half of the amount of the monthly rental fee. If the "**Tenant**" cannot execute according to Term No. 7.1 within 15 days counting from the date of the expiry of this rental agreement, the "**Tenant**" must pay the penalty fee equivalent to the rental fee of one month.

8. Enforcement

This rental agreement is subject to the laws of Thailand.

In case this rental agreement is in other language, the Thai version prevails.

9. Other Agreements.

9.1 The "**Landlord**" receiving the monthly rental fee is not considered an exception for the "**Landlord**" not to take any action against the "**Tenant**" if the "**Tenant**" has violated any of the terms that are specified in this rental agreement.

9.2 If any of the terms in this rental agreement cannot be enforced by law, or there is a reason to cancel, it is considered that the rest of the terms of agreement are still in force until the completion of the period of this agreement.

9.3 If the "**Tenant**" wants to extend the period of this agreement, the "**Tenant**" must send an advanced written notification to the "**Landlord**" not less than 30 days before the expiry of this rental agreement.

9.4 Under this agreement, in case the "**Landlord**" enforced or has not exercised any right under this agreement, it is agreed that the lessor can claim it and the exercise of that later.

9.5 It was agreed and jointly accepted that this agreement was made under coordination suggested solely by the Bangkok Residence 88 Company Limited.

Both parties have read and completely reviewed the contents of this agreement and is according to the requirement of both parties and therefore affix their signatures in the presence of witnesses. This contract it is made in 3 copies. Each party keeps a copy.

Signature: _____ "Tenant" Signature: _____ "Landlord"

(Mr. CHEN YONGJUN)

(Mrs. Suthada Akenirundorn)

Signature: _____ "Witness" Signature: _____ "Witness"

(Miss. Suksiri Tiennumcharoen)

(Miss. Nichapa Dongpong)