

"Sanh Kiri Kham"
Ridgetop Projects Co Ltd
as the **Service Provider**

and

as the **Resident**

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made this 28th day of December 2012.

BY AND BETWEEN:

RIDGETOP PROJECTS COMPANY LIMITED, a limited liability company organized and existing under the laws of the Kingdom of Thailand, having its registered address at 9 Moo 2, Tambol Bophud, Koh Samui, Surat Thani 84320, Thailand (hereinafter referred to as the **"Service Provider"**) of the one part; and

(the **"Resident"**) of the other part.

WHEREAS, the Service Provider is the developer and owner of the Sanh Kiri Kham Project (the **"Project"**), located on Koh Samui, Thailand;

WHEREAS, the Resident has purchased a house and certain freehold and other rights in **Plot** in the Project; and

WHEREAS, the parties hereto wish to set forth below the terms and conditions by which the Service Provider will provide certain management and caretaking services to the Project for the benefit of the Project, the Resident and all other residents in the Project who will enter into a similar agreement.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE as follows:

1. APPOINTMENT

The Resident hereby agrees that the Service Provider shall be appointed to provide the services set forth and described in Clause 2 below (the **"Services"**) for the benefit of the Project, the Resident and all other residents in the Project in accordance with the terms and conditions of this Service Agreement.

2. SCOPE OF SERVICES

In consideration of the Resident's payment of the annual **Common Area Fees** (pursuant to, and as that term is defined in, the Agreement), the Service Provider and/or any agent, assignee, or successor thereof does hereby covenant to provide the Services set forth below in this Clause 2.

A. Road Access: The Service Provider will maintain access road(s) from the public road to the Project as well as the complete road system within the Project.

B. Water Supply: The Service Provider will provide and maintain a filtered water supply to the House, which shall include all plumbing and individual water consumption meters. Charges are based on actual metered consumption by the Resident at the rate of **Baht 120 per unit (cubic meter)**. **Rates are subject to change.**

C. Electricity Supply: The Service Provider will provide to the House (i) underground electricity from the relevant utility provider, the Provincial Electricity Authority; (ii) an individual electricity consumption meter; and, (iii) maintenance of all electricity connections. Charges are based on actual metered consumption by the Resident at the rate of **Baht 5 per unit. Rates are subject to change**

D. Telecommunications Supply: The Service Provider will provide to the House (i) telecommunications, ie. Telephony, Internet, Satellite Entertainment in the form of fiber optics cable from the relevant utility provider, the Communications Authority of Thailand or the Telephone Organization of Thailand, (ii) maintenance of all telecommunications connections. As part of the Service Provider's services to the Resident, Internet connection and Satellite Entertainment are provided without extra charge. Telephony charges are based on actual usage.

E. Security: The Service Provider may contract with a third-party security service to provide 24-hour security and related measures to enhance the security of the House and the Resident (and all other houses and residents) within the Project. However, neither the Service Provider nor its employees, agents or representatives will be responsible for any loss or damage suffered by the Resident or any guest, invitee or licensee thereof as a result of any act or omission of the third-party security service provider.

F. Landscaping: The Service Provider shall provide landscaping and gardening services to the common areas in the Project as well as the outer perimeter of the Resident's fence. Additional landscaping services within the Resident's House will be charged according to services rendered at the prevailing service charge.

G. Engineering Services: While the Resident shall be responsible for the maintenance and upkeep of all electrical, mechanical, plumbing and other operations within the area of **Plot and the House**, the Service Provider may provide temporary emergency engineering services for the convenience of the Resident at the prevailing service charge until outside technical assistance can be arranged by the Resident.

H. Communal Swimming Pool: The Service Provider will be responsible for the maintenance and upkeep of all, if any exist, communal swimming pool areas. Resident swimming pools may be serviced on a separate contractual basis by the Service Provider at the prevailing rate dependent upon the size of the pool.

I. Waste Disposal: The Service Provider will dispose of all reasonable domestic waste contained in approved containers in designated areas, but reserves the right to determine what is "reasonable domestic waste" and to refuse to dispose of any waste materials not deemed to be reasonable domestic waste and/or arrange for a third party to remove such waste at the cost of the Resident.

J. Club House, Reception, Spa, Fitness and Sports Facilities:
The Service Provider will be responsible for the maintenance and upkeep of all communal sports facilities. Resident sports facilities may be serviced on a separate contractual basis by the Service Provider

K. Beach Club: The Service Provider will provide for the use of the Resident and their

guests, a beach club located on Koh Taen or Koh Samui. Transportation costs to and from the Beach Club, food and beverages and any spa services will be borne by the Resident at the prevailing rate.

3. SERVICE PROVIDER'S RIGHTS IN RESPECT OF FAILURE TO PAY MANAGEMENT FEES

In order to properly fund the business and operations of the Development, the Resident agrees to make timely payments of management fees of such amount as shall be determined by the Service Provider on an annual basis.

A. Management fees will be payable yearly in advance on or before 1 January of each year and details of the fees payable will be notified in writing to each Resident no later than 30 days prior to the relevant payment date.

B. No Resident shall have any rights to withhold or fail to pay any management fee and if any Resident fails so to pay and the failure continues for a period of 30 days following issue by the Service Provider of a written reminder that the payment is overdue, the defaulting Resident acknowledges that the Service Provider shall be entitled to exercise full legal rights against the defaulting Resident to obtain such payment and the defaulting Resident agrees to indemnify and hold harmless the Service Provider accordingly, including in respect of any related legal or other costs. Without prejudice to the foregoing each Resident acknowledges that the legal rights of the Service Provider to enforce payment shall include any or all of the following rights:

- (1) To cease providing services or support of any kind, including specifically water, electricity and telecommunications services to the defaulting Resident.
- (2) To withhold rights of access over the Common Area to the defaulting Resident (including rights of access by third parties to the defaulting Resident's property).
- (3) To appropriate any income arising from the defaulting Resident's property.
- (4) To charge late payment interest at 1.5% per month or such other rate as the Service Provider may specify.
- (5) To take enforcement action or injunctive or other proceedings available under the laws of Thailand or otherwise in respect of but not limited to the matters described above.

The Resident agrees to the above freely and hereby endorse the fundamental importance of contributing management fees to the Service Provider so as to ensure the ongoing ability of the Service Provider to carry on its business as contemplated by this Agreement.

4. RIGHT TO ASSIGN AND SUBCONTRACT

At any time whatsoever the Service Provider shall have the right to assign and/or subcontract all (or any portion thereof) of his rights, interests and obligations hereunder to any third party, with consent to such assignment and/or subcontract hereby granted by the Resident.

5. SEVERABILITY

If any provision of this Service Agreement is deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any part of this Service Agreement, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted in this Service Agreement.

6. COUNTERPARTS

This Service Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF this Service Agreement has been executed on by each of the parties hereto or by their duly authorized representative(s) as of the date first above written.

SERVICE PROVIDER:

WITNESS:

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RESIDENT:

WITNESS:

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