

Long Term Lease Agreement

THIS LONG TERM LEASE AGREEMENT (hereinafter the "Agreement") made as of _____,
between Omega Management & Marketing Co, Ltd (the "Landlord")

And _____ (the "Tenant"), a _____ citizen, holding
passport number _____, residing at _____, telephone
_____ facsimile _____ and email address: _____.

WHEREBY BOTH PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

Lease: The Landlord leases to the Tenant Apartment No. ___/___ (the "Premises") located at Eden Health Spa Apartments (hereinafter referred to as the "Premises"), 36 Soi Patak, Patak Road, Karon Beach, Phuket, Thailand (the "Building") for a term of 30 years beginning on _____ and ending on _____ (the "Term"), after which one extension on the 2nd term of 30 years will be made by the parties. A small registration fee of 1.1% plus taxes and other related fees and expenses shall be paid by the Tenant to the Land Office.

Registrar for each term: The Tenant also agrees to pay to the landlord certain administrative fees, taxes and related expenses required for the official renewal of the lease.

Payment: The Tenant agrees to pay to the Landlord in one lump sum payment ("Purchased Price") in the total amount of _____ or by way of payment installments as agreed in the Reservation Form/Long Term Lease Agreement, prior to occupancy or lease registration.

Utilities: The Landlord agrees to pay all costs for the supply of utilities to the Premises including electricity, cables, hot water heater, telephone and cable television, and to pay any deposits required by the suppliers of any such utilities. Such costs shall be reimbursable by the Tenant to the Landlord according to the Landlord's utility use and maintenance policy. The Tenant also agrees to pay for any maintenance and other services charges to the Landlord or their representatives throughout the lease term and the renewal thereof.

Use and Occupancy of Premises: The Tenant agrees to use the Premises for residential purposes only and for no other purpose and not to allow the Premises to be occupied or otherwise used by anyone other than the Tenant without prior consent of the Landlord. The Tenant must notify the Landlord in writing the dates of intended occupation. Any intended use cannot supersede, or conflict with, any rental/lettings taken by the Landlord or its representative prior to receiving the said notification from the Tenant. The Tenant agrees to respect and follow the Landlord's finding and suggestion on the alternatives for the use and occupancy of premises by the Tenant.

Letting/Rental of the Premises: The landlord reserves the sole rights to manage and administrate the letting/rental of the premises, or, to appoint a management company to represent the landlord.

Assignment and Subletting: The Tenant shall not assign, transfer or dispose this Lease whether in whole or in part or sublet, sublease the Premises without 4 weeks prior written consent of the Landlord, which consent shall not be arbitrarily or unreasonably withheld. The Landlord shall be entitled to reimbursement by the Tenant for any reasonable expenses and all costs incurred in connection with the granting of any such consent. Consent, when granted, will be under the same conditions contained with-in this document. All anticipated expenses and costs involved in granting consent and related government fees and taxes shall be-fully paid to the Landlord before any consent from will be given. It is further agreed and understood that if assignment or subletting is granted, the Tenant shall still be responsible for the lease unless agreed otherwise by the parties to the contrary.

Care of Premises: The Landlord covenants to provide and maintain the Premises in a good state of repair and fit for habitation, and the Tenant agrees to keep the Premises in a reasonable state of cleanliness, to assume all responsibilities for the repair/replacement of damages or defects caused by his wilful, misuse or negligent conduct whether directly or indirectly, or that of persons who are permitted on the Premises by him; and the Tenant further agrees not to make, or carry out any alterations or to decorate, without first obtaining the Landlord's explicit approval in writing.

Entry by Landlord: The Landlord or their representatives will be permitted reasonable access to enter the Premises and view the state of repair, and shall be entitled to make such repairs and alterations as are required and/or necessary; provided that such entry shall only be made in accordance with the terms and conditions of the Landlord's policy and/or the applicable laws.

Representations and Warranties: The Tenant agrees that there is no promise, representation, undertaking or warranty by or binding upon the Landlord with respect to any alteration, services, remodelling or decorating of or installation of equipment or fixtures in the premises except such, if any, as is expressly set forth in this lease agreement.

Insurance: The Landlord will be responsible for insuring the building and the outer areas of the premises. The Tenant will be responsible for insuring the leased premises and the contents therein. The Tenant will be responsible for insuring all of the Tenant's personal belongings and/or fittings or furniture belonging to the Tenant.

Additional Covenants by Tenant: The Tenant further covenants: That upon the termination of this lease to deliver up possession of the Premises to the Landlord or his authorized agent and further to surrender all keys relating to the Premises, entrance doors to the Landlord's building and any other entrance device to the Premises or to the said building. That no awnings, shades, flower containers, television or radio aerials or any other extensions or obstructions shall be erected over the outside windows, doors or balconies without the explicit written consent of the Landlord. Not to use or permit the balconies to be utilized for the hanging or drying of clothes nor for the purpose of preparation of food or cooking of such. In addition, the Tenant will keep the balconies in a clean condition. Also, it is the responsibility of the Tenant to refrain from the doing of any act in the Premises which would in any way create a risk of fire or result in an increase in the rate of fire insurance covering the building and/or contents and further not to bring or store anything whatsoever therein which would have a like or similar result. That the delivery and the removal of any household furniture and effects from the premises shall only take place at such time and in such manner as previously agreed to by the Landlord. Not to change or alter the project theme of the Premises originally developed by the Landlord, and not to do any act which may obstruct, annoy or cause any inconvenience to the sidewalks, entrances, passageways, stairways or other common areas including all other tenants, and not to use same for any purpose other than to gain access to and egress from the Premises of the Tenant. To obtain the written consent of the Landlord before bringing any stove, oven, refrigerator, washer, dryer, dishwasher, air conditioner or any other similar or major appliance onto the Premises or Building. The Tenant agrees to be fully responsible for any damage which may have been caused by such breaches.

The Tenant hereby further covenants and agrees that he shall not keep or permit any dog, cat, or other animal, noisy bird, insect or reptile in or about the Premises or its environs. Not to remove any or all of the drapes and/or blinds from the windows without first obtaining the written consent of the Landlord. This includes drapery tracks.

That prior to the lease registration at the Land Registry Office which to be informed to the Tenant within forty-five (45) days from the date on which the building is substantially completed and all payments have been made to the Landlord, and the Tenant after having examined the Premises prior to the official registration of this lease, the Tenant is reasonably satisfied with its physical condition and Tenant's availability in taking possession of the premises shall be conclusive evidence of same satisfaction by the Tenant. In the event of an emergency requiring repairs or other immediate attention by Tenant, the Tenant hereby agrees to forthwith notify the Landlord or his duly authorized agent of such need for repairs or immediate action.

When the building is ready for the official registration at the Land Registry, the Tenant shall enter into the official lease agreement with the Landlord as required by the Authority under the terms and conditions as agreed under this Agreement. During the lease term and its renewal thereof, the Tenant shall strictly be required to observe and follow any and all rules and regulations given or to be given by the Landlord while occupying or using the building.

Restrictions to be observed: All Tenants shall adhere to the rules and regulations governing the use of any additional services or amenities provided by the Landlord such as swimming pool, sauna bath, play areas, fitness centre or others, otherwise the Landlord or his agent may restrict or refuse the use of such services or amenities.

Disclaimer: The Landlord should not be held responsible for any accidents, injury or any other such claim as a result of negligence, wrongful act, or other illegal acts on the part of the Tenant or his dependants.

Locks: The Tenant hereby consents to any alteration made in the locking system or to any change of locks in the Building in which the Premises are located.

Enjoyment of Premises: The Landlord and the Tenant mutually covenant that neither, by their own acts or those of their family, servants, guests or agents will do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises or of either party. Furthermore, the Landlord agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Tenant. Similarly the Tenant agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the landlord or other tenants of the Building.

Room Furnishings will be paid in full after deducting this price from the total sum, and will not be incorporated as a lease agreement.

Breach of Covenant and Remedy:

In the event that either party, at any time, is in breach of any covenant contained herein (save and except the covenant to pay rent), the other party shall be obliged to provide written notice of such breach within 30 days from the date that such breach came to his attention and shall allow at least thirty (30) days or other reasonable period of time as to be mutually given to the defaulting party in which to remedy such breach. Furthermore, the offending or defaulting party shall, upon remedying the breach, be relieved of any further liability therefore. In the case where such breach or default is not reasonably cured within reasonable time as noticed by the other party, the suffering party shall be entitled to terminate the contract and claims for damages. Upon termination of the lease agreement by the Landlord, the Landlord is also entitled to repossess the building, change the lock, or to remove the Tenant's personal properties or do any other actions which the Landlord may deem appropriate and the Tenant hereby waive any and all claims and/or legal actions whatsoever against the Landlord unless such termination is proximately caused by the Landlord or their authorized representatives. In case where this agreement is terminated due to the fault of the Tenant, the Landlord is able to sell, assign, transfer or dispose the Building under this agreement to any other persons.

Liability: The Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or any members of his family or to any other person while such property is located upon the Premises or anywhere else on the property of the Landlord; furthermore, the Landlord shall be relieved from all liability for any damage to any such property at any time located upon the Premises arising from gas, steam, water or rain, which may leak into, issue or flow from any part of the Premises or the Building, or from the gas, water, steam or drainage pipes or plumbing works of the same or any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires or for any damage caused by anything done or omitted to be done by any tenants of the Landlord. The Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that be suffered or sustained by the Tenant, his employee(s), any member of his family, his agents, servants, guests or other invitees who may be upon the Premises or the Building or appurtenances thereto. All risks of such injury or death shall be assumed by the Tenant who shall hold the Landlord free and harmless and be indemnified against any loss, claims or actions from any person, government agency or third party there from. The Tenant shall be liable for any damage done by reason of water being left running from the taps in the Premises.

Amendment or Waiver: No amendment or waiver of any part of this lease shall be effective unless same is in writing and attached to or endorsed upon the said lease by the Tenant and the Landlord or his agent, it being specifically understood and agreed between the parties hereto that the Landlord's janitors and/or superintendents are NOT authorized agents of the Landlord within the meaning of this clause.

Notices: Except where otherwise provided by any applicable laws, any notice required or contemplated by any provision of this lease shall be deemed to be sufficiently given if served personally, or deemed to be received within 72 hours of mailing post prepaid in a registered letter addressed to the Landlord as set forth herein, or to the Tenant at the address of the Premises or other address that may be advised in writing by the tenant. All notices shall be given in written form.

Miscellaneous: This lease and everything contained in it shall extend to and bind and ensure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of the parties to it, subject to the consent of the Landlord being obtained, to an assignment or sublease by the Tenant, and where there is more than one Landlord or Tenant or where the Landlord or Tenant is a male, female or a corporation, the

provisions of this lease shall be read with all necessary grammatical changes. All covenants in this lease entered into by more than one Tenant shall be construed as both joint and several. 4

Sale of the Land by the Landlord: In the event that the Landlord shall sell or otherwise assign or transfer ownership of the land where the Building is situated to a third party, the Landlord warrants that the third party shall be bound to the terms and conditions of this lease agreement and substitute as the Landlord and that the terms and conditions of this lease agreement shall remain in full force and effect including the remaining lease term and renewal periods.

Heirs and Successors: This Lease Agreement shall be binding upon and inure to the benefit of the successors, assignees, heirs, executors and administrators of the parties.

Failure to Register the Lease: In the event that the Landlord is not able to register this Lease Agreement within six (6) months when the Premises and the Building is substantially completed due to the material fault of the Landlord and such material fault is not cured within reasonable time after being notified by the Tenant, the Landlord shall be deemed to be in default of this agreement and the Tenant shall, subject to Article 16 above, have the right to terminate this agreement and shall be entitled to a full refund of the paid Purchased Price. This time period may be extended by mutual consent of the parties in writing.

Second Renewal Period: In the event that there is any change in law during the lease term and the 1st renewal thereof allowing the parties at the End of the lease term to extend the lease for the second time, the Landlord agrees to renew the lease to the Tenant for another thirty (30) years, totalling ninety(90) years under the same terms and conditions of this agreement or as to be mutually agreed otherwise by the parties, provided that, any and all costs, expenses, taxes or other government fees to be incurred at the land office shall be the sole responsibility of the Tenant.

Jurisdiction: This Lease shall be governed by the laws of the Kingdom of Thailand. In case where there shall be any dispute between the parties which cannot be amicably settled within ninety (90) days from the date of such dispute, the parties agree to firstly submit their unresolved dispute to the Arbitration forum under the rules of the Arbitration Centre, Ministry of Justice, Thailand. The arbitration forum shall be in Phuket province, Thailand and shall be conducted in English language. Any arbitral awards can be enforced in the court of proper jurisdiction in the Kingdom of Thailand.

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	Landlord: Omega Management & Marketing Co., Ltd Mr. George Smith	Witnessed by (name):
Date	signature	signature
	Purchaser (name):	Witnessed by (name):
Date	signature	signature

Company stamp: