



Lease Agreement

This lease agreement is made on 21.09.2016 in Chiang Mai, Thailand between Stephan Scharnagl, the owner and director from the authorized Agency Buy & Rent Chiang Mai CO. LTD, registration number 0505555005909 called "The Agent", who act in behalf of the official owner Mr.Leslie R. Liard, Passport Number: 04 RK 42165 from France, Address: Panya Resort, Crystal Bay Golf Course, Moo 10, Bangra, Sriracha, Chonburi, Thailand

Hereinafter called "The Landlord "

and

Kevin Lawrence Batdorf with the Passport Number: 431220470 from USA

Hereinafter called " The Tenant ".

1. Lease Property

The Landlord is the legitimate owner of the SR Condominium unit 427, 619/54 Thanon Charoen Muang, Tamboon Nong Pa Khrang, Amphur Muang, Chiang Mai, Thailand 50000.

Hereinafter called " The Property ".

2. Terms

The term of the lease shall be of the period for 6 months commencing from 04.10.2016 and terminates on 04.04.2017. The Tenant shall have the rights to terminate this Agreement by written notice to the Agent. In such event, the Agent shall be entitled to keep the 2 deposits made under Clause 4 as compensation for early termination of this Agreement.

3.1 In the event that the Lease Term is approaching completion, and provided that the Tenant has fulfilled his convents, the Agent agreed that the Tenant shall have pre-emptive right to extend the Lease Agreement. The Tenant shall notify the Agent written not less than 30 days prior to the Termination Date of this Agreement.

3.2 In case the Tenant does not wish to extend the Agreement, he shall notify the Agent of the same in written. The Tenant agrees to allow the Landlord or his authorized Agency to bring prospect tenants for inspection 14 days before the termination or later where 24 hour advance notice has been reasonable given.

Signature _____

The Tenant / Kevin Lawrence Batdorf /

Signature _____

The Agency / Stephan Scharnagl /

3. Rent

The Tenant shall pay in advance, every month on the date this Agreement starts, a monthly rent of 8.000 THB (eight thousand Thai baht inclusive tax). Hereinafter called " Rent ", this is consisting rent for the condo unit 427 with furniture and electric equipment's like listed on the attached inventory list (photos). The Tenant shall transfer or deposit the monthly rent in to the Agent's bank account and send a SMS to 085 617 0099

Bank name: Siam Commercial Bank,

Account number : 501-413822-7

Name: Mr. Stephan Heinz Scharnagl

ALWAYS SEND AN EMAIL OR SMS (085 617 0099) with your name, name of the condo and number of the unit. We have many tenants who pay rent into this account and the bank statement does not mention the sender name.

In case the Tenant failed to pay the Rent over 7 days after the due date, the Tenant shall be liable to pay a fine from 500 THB per day. If the Tenant failed to make the payment within 15 days from the due date, the Landlord and the Agent may select to terminate this Agreement and claims for fine and damages from the Tenant.

4. Deposit

The Tenant agrees to deposit with the Agent, upon signing of this this lease the sum of 2 months deposit of 16.000 THB (sixteen thousand Thai Baht). The deposit will be transferred by PayPal and the transfer fee should be paid by the Tenant. The 1st month rent 8.000 THB (eight thousand Thai Baht) will be paid when the Tenant move in, on 4th of October 2016. The Lease Agreement will be cancelled and the Deposit is not refunded in case The Tenant will not pay the 1st rent within 15 days of the move-in date. This deposit shall bear no interest upon termination of this Agreement, less any sum payable to the Agent.

The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to Tenant after the premises have been completely vacated less any amount necessary to pay, a) any unpaid bills, b) cleaning costs (500 THB cleaning room + 300 THB laundry), c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement.

The deposit shall not be deemed in lieu overdue, damages (normal wear and tear accepted), or other payment due. If the deposit is insufficient to cover damages or other sum payable, the Tenant agreed to settle the balance to the Landlord or his Agent within 15 days. The deposit is refundable within 30 days to allow time to clear utility bills.

5. Utilities and other expenses

The Tenant shall promptly pay for electricity, water, Internet etc. to related authority, counter service, bank, or post office upon invoiced.

Signature  The Tenant / Kevin Lawrence Batdorf /

Signature _____ The Agency / Stephan Scharnagl /

6. Tenant's covenants

The Tenant hereby covenants with the Agent as follows:

- 7.1. To pay during the said term the amount due and payable to the Agent.
- 7.2. To use and occupy the lease property solely and exclusively as and for the dwelling of his/her family and servant by no more than 3 persons in legal purpose only, and not to divert the lease Property to other use without consent of the Agent.
- 7.3. Not to use or permit or suffer the Leased Property or any part thereof be used on any illegal or immoral purpose.
- 7.4. Not to create or allow on the Leased Property or any part thereof any nuisance or any act or matter or thing whatsoever which may be or tend to be annoyance or nuisance or damage or disturbance to other neighboring premises.
- 7.5. Not to store or birch upon the Leased Property any articles of the combustible, explosive, inflammable or dangerous nature and to comply with all recommendations of the insurers and the fire authorities as to fire precautions relating to the Leased Property.
- 7.6. At all time to maintain the Leased Property in good conditions.
- 7.7. To replace and/or repair all broken or damaged windows, furniture, fixtures,home appliances, electric equipment and light bulbs which broken or damaged by the negligence of the Tenant.
- 7.8. Not at any time during the same term to assign, sublet or otherwise part with or share possession of the whole of the Leased Property or any part thereof without the Agent's written consents.
- 7.9. The Tenant agrees not to make any alteration to the Lease Property without prior written consent for the Agent. Any additional alternation shall immediately become the property of the Landlord.
- 7.10. The Tenant agrees to permit the Landlord or his agent to enter the Leased Property for inspection purpose with prior appointment, although the Landlord's right to inspect at any time will not be unduly withheld.
- 7.11. Upon the termination of this Lease, providing that no agreement to the contrary has been made, the Tenant shall restore the Leased Property to the original condition, excluding ordinary wear and tear.
- 7.12. Inspection: the Tenant shall allow the Landlord or authorized representative Agent to inspect premises provided that the Landlord or his Agent must inform the Tenant at least 24 hours in advance, and must be carried out only during that time. Also at the last 30 days of the renting period
- 7.13. In the case that the Tenant terminates the lease before the current lease agreement expires, the full amount of the deposit aforementioned is Clausal and will be forfeited to rental charge for the current month, nor deducted from charges for utilities and telephone may be due; such charges must be paid in full by the Tenant before leaving the premises.

7. Landlord's covenants

The Landlord hereby as follows with Tenant provided that the Tenant duly pays the rental and has complied with its covenants:

8.1. The Landlord warrants and guarantees that it is the sole owner of the Leased Property and has the unrestricted right to let the Leased Property.

Signature Kevin L Batdorf The Tenant / Kevin Lawrence Batdorf /

Signature _____ The Agency / Stephan Scharnagl /

8.2. That the Tenant, duly paying the rental, observing and performing several covenants herein contained shall peacefully hold and enjoy the Leased Property during the tenure of this Agreement.

8.3. The Landlord warrants and guarantees maintain the premises in a structurally safe and livable condition.

8.4. In the event that damage were caused to electrical appliances, furniture and fixture without the Tenant's default, the Landlord shall promptly rectify the damage without delay by experienced personnel. The Landlord agreed that the Tenant shall pay for repairs or the cost of replacing the actual supply at a reasonable price and the Landlord shall be responsible for the remaining sum.

8. Assignment

This Agreement shall be binding upon and insure to the benefit of the successors assignees, heirs, executors and administrators of the parties thereto. The Landlord is entitled to assign this Agreement to sell the Leased premises to any person at any time without having to get approval from the Tenant. However, the Tenant shall have the rights and benefits of the premises until the period of the lease expires or terminates in accordance with Clause 2. However, in the event that the Landlord sold the property to any third party and the Tenant is unable to hold the property to term, the Landlord shall be liable to pay fine 3 times the rent and refund the deposit in full.

9. Breach

In the event any party breached the Agreement, or failed to perform his covenant, it is deemed breaches of Agreement. The Non-breaching party may elect to terminate this Agreement and claim for compensation under rights available, i.e. damages, legal fee, etc.

10. Miscellaneous

- 11.1 No smoking in the unit.
- 11.2 No pets are allowed in the unit (including visitor's pets).
- 11.3 In case of requesting to bring a spare key we will charge
 - 500 THB – during the day time (8 am – 6 pm)
 - 1.000 THB – at night time (6 pm – 8 am)

11. Inventory list

The inventory photos from the property with details is attached to this agreement.

12. Entire Agreement

13.1. The Agreement is construed and governs by Laws of the Kingdom of Thailand.

13.2. In the event that any clause under this Agreement is invalid, illegal or unenforceable the remaining clauses shall be in full force and effect as if the invalid, illegal or unenforceable clause is omitted.

13.3. This Lease constitutes the entire Agreement between the parties and shall prevail any prior contract of agreement between the parties.

13.4. No additional nor modification therefor be valid unless the same are made in writings, signed by both parties and attached to this Agreement. Both parties have read and understood the content herein and apply their signature before the witnesses. The Agreement is prepared in duplicate with exact same content. Each party retains one copy.

Signature Kevin Lawrence Batdorf The Tenant / Kevin Lawrence Batdorf /

Signature _____ The Agency / Stephan Scharnagl /