



Lease agreement No. /

Land lease agreement

This agreement is made at Mahidol University, No. 999, Phutthamonthon Sai 4 Road, Salaya Subdistrict, Phuttamonthon District, Nakhon Pathom Province 73170, on the date of month year between

Mahidol University (..... **name of division**) by in the position of hereinafter referred to as “lessor” on the one hand, and

(If the lessee is a juristic person) **Name of the juristic person** by in the position of mention by position and in the position of mention by position the persons who have the power to bind the company and signed their names as shown in the certificate of Office of the Company Limited and Partnership Registration.....

No. dated having its office located at Building.....

Village no. Road..... Alley..... Subdistrict.....

District..... Province..... Postal code

(If the lessee is a natural person) **Name of a Party** located at.....

Village no. Road..... Alley..... Subdistrict..... District.....

Province Postal code..... ID card no.....

as shown in the copy of the identification card attached to this agreement, hereinafter referred to as “lessee” on the other hand.

Both parties agree to enter into the agreement with the following terms:

1. The lessor agrees to lease and the lessee agree to use the leased land located at Mahidol University (..... **name of division**) Subdistrict..... District..... Province..... according to land map..... land No..... title deed No..... Ratchaphatsadu land registry plot No..... the area is..... Rai..... Ngan..... Square Wah as shown in the copy of title deed, the copy of the Ratchaphatsadu land registry, and the land map attached to this agreement, hereinafter referred to as “leased land.”

2. The lessee agrees to use the land only for

Signature..... lessor

Signature..... lessee

3. The lessor agrees to lease and the lessee agree to use the leased land in 1. The lease duration is..... (.....) years from the date of..... month..... year to the date of..... month..... year

4. Documents deemed as an integral part of this agreement

The following documents attached to this agreement are deemed as an integral part of this agreement.

- | | | |
|-----|--|---------|
| 4.1 | Appendix 1 Additional conditions attached to the lease agreement | page(s) |
| 4.2 | Appendix 2 a copy of title deed, a copy of the Ratchaphatsadu land registry, and a land map | page(s) |
| 4.3 | Appendix 3 Copy of the certificate of the Department of Business Development, Ministry of Commerce, juristic person registration number issued on month..... year..... | page(s) |
| 4.4 | Appendix 4 Copies of the power of attorney and the sub-power of attorney | page(s) |
| 4.5 | Appendix 5 ... | page(s) |

Any information in a document attached to this agreement which is contrary to the information in this agreement, the information in this agreement shall apply. In the event that the documents attached to this agreement contain contradictory information, the lessee shall comply with the decision of lessor.

5. The lessee shall pay the lease on land to the lessor from the use of the leased land at the monthly rate of..... (.....) baht, where..

6. On the day of signing this agreement, the lessee has paid for the following items to the lessor:

6.1 Advance lease payments for the month of..... year in the amount of..... (.....) baht paid to the lessor according to the receipt Volume..... No..... dated..... month..... year..... and the lessee agrees to pay the lease fee on a monthly basis in the following months next to the month that the lease fee has already been paid in advance within the date ... (.....) of every month.

6.2 Lease arrangement fee for the leasing under this agreement in the amount of..... (.....) baht paid to the lessor according to the receipt Volume..... No.dated..... month..... year

Signature.....lessor

Signature.....lessee

6.3 The lessee shall pay for electricity and other expenses (if any) at the rate specified by the lessor.

7. On the day of signing this lease agreement, the lessee hands over the security deposit to the lessor to insure the damage caused by the lessee's violation of the lease agreement or violation of legal obligations in cash/bank guarantee issued by a domestic commercial bank in the amount of (.....) baht according to the receipt Volume No..... dated..... month..... year

The security deposit shall be returned to the lessee without interest when the lessee is discharged from the obligation under the lease agreement. If the lessee has an outstanding lease obligation or the outstanding liability relating to this lease agreement, the unpaid debts shall be deducted from the security deposit by the lessor.

In this regard, when money is deducted from the security deposit, the lessee shall provide additional money to make the security deposit equal to the value specified in the lease agreement within 15 (fifteen) days from the date of receiving notification letter from the lessor.

8. The lessee shall pay taxes, fees and expenses relating to the leased land under this lease agreement, whether the lease agreement is currently in force or shall be in force in the future on behalf of the lessor. The payment shall be made to a staff of the lessor within 15 days from the date of receiving notification from the staff of the lessor.

9. The lessee is responsible for protecting and taking care of the boundaries of the area. The lessee also shall always maintain the leased land in good condition and shall not use substances containing toxic residues in agriculture on the leased land or alter the land or dig a well, ditch, canal, pond or any other similar thing on the leased land, or dig up earth for sale, or cut down perennial plants on the leased land, unless the written consent is obtained from the lessor.

10. If the lessee wishes to build anything, which is not included in the agreement, on the leased land, the lessee shall receive a prior written approval from the lessor. All the structures that the lessee intends to build shall be in compliance with the purposes in 2. The structures built on the leased land shall become the property of the lessor, and the lessor shall not have to pay any remuneration.

11. The lessee shall not use or allow others to use the leased land for any disgusting thing or a thing having a potential risk to damage the leased land. The lessee shall also not annoy the lessor or people nearby and not doing any unlawful activities or activities contradictory to the order or good moral of the general public.

Signature.....lessor

Signature.....lessee

12. The lessee shall not sublease all or part of the leased land or allow others to use the leased land. The lessee shall not use the leased land for any purpose other than the purpose expressly provided in 2, unless the written consent is obtained from the lessor.

13. The lessee shall always allow the lessor or his representative to inspect the leased land, and the lessee shall provide an appropriate facilitation.

14. The lessee shall pay lease fees, taxes, other fees or any liabilities to the lessor in due course. If the payment is overdue, the lessee shall pay a penalty at the rate of 1.5% per month on such unpaid amount. A fraction of a month shall be counted as one month.

15. When delivering the leased land, the lessor shall deliver the leased land to the lessee on an “as is” basis without any liability for any defect or liability for damage caused by a defect of the leased land; and the lessor is not obliged to return the amount of lease fees previously paid by the lessee in any case.

16. Throughout the duration of this lease agreement, if the lessor has a necessity to use the leased land for the benefit of the state or of the government or of the lessor, the lessee shall allow the lessor to terminate the agreement by giving the lessee a written notice at least 90 days in advance; and the lessor shall not have to pay any remuneration or compensation to the lessee.

If the lessee wants to terminate this agreement, the lessee shall provide a written notification to the lessor not less than 180 days. If the lessee makes use of the land for a period of less than 1 year and terminate the agreement, the lessor shall not return the security deposit.

17. In case of leasing land for agricultural purposes, the lessee agrees to do farming on the leased land as specified in the purposes in 2. If the lessee fails to do farming as specified within 1 year from the day of signing this lease agreement, the lessee agrees that the lessor has the right to terminate the lease agreement and exercise the right in 24.

18. Throughout the duration of this lease agreement, if there is a disaster or destruction in any way to the leased land without the fault of the lessee or the lessor to the extent that the leased land is damaged and not in a fit state to be used in accordance with the purposes of the lease in 2, it shall be deemed that the lease agreement is terminated immediately, and the lessor is not required to inform the lessee in advance. Moreover the lessee shall not demand for the return of the money paid for the lease.

19. Throughout the duration of this lease agreement, the lessee cannot request a reduction of lease payment, unless the leased land is in a disaster zone declared by the government and the request shall be approved by the President of Mahidol University.

Signature.....lessor

Signature.....lessee

20. The lessor shall issue a receipt to the lessee at the time when the lease fee is paid.

The receipt shall have the following important characteristics:

20.1 Mahidol University emblem

20.2 name and address of the payee

20.3 date, month and year of the receipt of payment

20.4 the lessee's name and the leased location

20.5 items and amounts paid

20.6 the signature of the payee, who is the Director of the Treasury Division or an assigned person

The lessor shall not be responsible for a receipt that does not have such important characteristics.

21. Throughout the duration of this lease agreement, the lessee shall comply with regulations, notifications, or orders of the lessor regarding the utilization of land and/or buildings of the lessor and in the custody of the lessor, including the laws relating to Ratchaphatsadu land and Ratchaphatsadu building that are currently in force or shall be in force in the future in all respects. Such regulations, notifications, and orders shall be deemed as an integral part of this agreement.

22. If the lessee fails to comply with any provision of the lease agreement for any reason to the extent that it causes damage to the lessor, the lessee shall be liable and indemnify the lessor for any damage incurred by the lessee's failure to comply with the lease agreement within 15 days from the date of receiving notification letter from the lessor.

23. Throughout the duration of this lease agreement, if the lessee becomes a bankrupt and is likely to fail to perform agreement or in the event that the lessor has a problem regarding compliance with the agreement and the lessor needs to call the lessee for a meeting but the lessee does not go to meet the lessor on the date and time specified in the invitation letter up to 3 times in a row without any legitimate reason, the lessor can terminate the agreement.

24. In the event that the lessee fails to comply with any provision in the lease agreement, the lessor has the right to terminate the lease agreement. Once the lessor exercises the right to terminate lease agreement, the security deposit in 7 can be wholly or partly forfeited at the discretion of the lessor; and the lessor also has the right to claim other damages from the lessee (if any).

25. When this lease agreement is terminated for any reason, the lessee shall return the leased land back to the lessor in a neat condition free of structures, or in its original condition. The lessee and dependents shall leave the leased land, move the lessee's property or someone else's

Signature.....lessor

Signature.....lessee

property in the possession of the lessee out of the leased land, and completely return the leased land to the lessor within 30 days from the end date of this lease agreement.

In case of leasing land for agricultural purposes according to 17 for the cultivation of perennial plants, the lessee agrees that the ownership of the perennial plants shall be vested in the lessor and the lessee shall not demand any remuneration from the lessor. However if the lessor does not wish to take ownership of the perennial plants, the lessee shall cut, uproot the trees and make the leased land to be in its original condition and return the leased land back to the lessor within specified period under paragraph one.

If the lessee fails to comply with the aforementioned statement within the specified period, it shall be deemed that the lessee allows the lessor to manage or hire someone else to act on behalf of the lessee; and the lessee shall bear all such expenses. Moreover the lessee shall allow the lessor to deduct such expenses from the security deposit in 7, or such expenses shall be charged to the lessee, as the case may be.

This agreement is made in two identical copies. Both parties hereto have thoroughly read and understood the agreement, thereby affix their respective signatures and corporate seals (if any) in the presence of witnesses, and each party retains one copy thereof.

(Signature).....lessor
(.....)

(Signature).....lessee
(.....)

(Signature).....Witness
(.....)

(Signature).....Witness
(.....)

Signature.....lessor
Signature.....lessee