

Company and Assets Purchase Agreement

A1

Retire in Paradise Corp Co Limited. Suite 301,1 Stop Biz Center, 17/29 Soi 23 Petchkasem Rd., Hua Hin, Prachuab Kiri Khan, Thailand 77110.

Hereafter Know as the Seller.

A2

Nationality: Passport:

Address Abroad:

Address in Thailand:

Telephone number Abroad:

Telephone number in Thailand:

Email AddressFax Number:

Hereafter known as the Buyer.

B1

Name Of company being Purchased: Chan Tha Gardens _____ Corp.

Description of the real estate owned by Company: Project: Chan Tha Gardens

Plot NumberApproximate Size: Sq. Meters

Price:Chanote Numbers:

Description:

C1 Seller agrees to sell and buyer agrees to buy the Company and assets as described in B1.

C2: The cost of transfer will be paid by the buyer. (Maximum 30,000 Baht)

C3: Cost of Company formation will be paid by the buyer. (Maximum 30,000 Baht)

C4 Initial Payment will be the Holding Deposit as per the attached Property Reservation

FormBaht

C5: Final payment will be the Transfer of Company / Land as per the attached Property Reservation Form. Plus the cost listed in C2 and C3. And will be due within 30 days of notice that company is ready for transfer.

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C6: Failure to make the Final payment within the specified period will be considered a cancellation by the buyer and all monies paid to date will be forfeit. If the buyer cannot make the payment and delivers notice in advance of close date an additional grace period will be considered based on individual circumstance.

C7: Notice:

Any notice here under shall be in writing and sent to the other party according to the above address or such other address as either party has given in writing to the other party. In case of notice by registered mail with a postal receipt returned, the other party shall be regarded as having received the notices since the date of receipt thereof. When either party changes his address, he shall notify the other party in writing.

C8: The attachments to the contract:

- Property Reservation form
- Rules and regulations for Chan Tha Gardens
- Public Facilities Service Agreement
- Building Contract

This contract is made in duplicate, the parties have read and understood the provisions in this contract to thoroughly, and have signed and affixed a seal (if any) in the presence of the witnesses and one copy is kept by each party.

This contract is construed under Thai law. Any disputes unresolved by both parties will be forwarded to the provincial court in Prachuab Kiri Kahn for their judgment.

Hereby signed on this day

Buyer:

Seller:

Witness:

Witness: