

KINGDOM OF CAMBODIA

NATION RELIGION KING

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement is made on **28 July 2025**

Between,

Landlord: Mr Tay Kay Hong, Singaporean Nationality, Holding Passport Number K3739396H, Issue on 03 January 2023 Expiry on 03 January 2033.

And,

Tenant: Ms Vanessa Camille Fonseca, American Nationality, Holding Passport Number 595136659, Issue on 16 April 2019 Expiry on 15 April 2029.

Whereas,

A. The Landlord is the legal owner of the apartment unit and shall lease to the tenant the following unit:

📍 Condo **1216A** at **Mekong View Tower 6**, commencing from **28 July 2025** to **27 July 2026**.

Building address: Village 2, Sangkat Chroy Changvar, Khan Chroy Changvar, Phnom Penh, Cambodia.

B. The Tenant shall lease the condo unit for residential purposes only.

WHEREBY IT IS AGREED AS FOLLOWS:

1. DEFINITIONS:

In this Agreement:

1.1 "Building" means Mekong View Tower 6 locates in village 2, Sangkat Chroy Changvar, Khan Chroy Changvar, Phnom Penh, Cambodia.

1.2 "Term" means the term of this Agreement is **1 year** which shall be **USD 400** (Four Hundred United States Dollar) per months for:

📍 Apartment **1216A** at **Mekong View Tower 6**, commencing from **28 July 2025** to **27 July 2026**.

1.3 "Contents" means all furniture, furnishings and other items set out in **the attached hereto**.

2. AGREEMENT

The Landlord grants to the Tenant this Agreement to use and occupy the premise for the Term and upon the expiration of the Term, the Tenant shall deliver up to the Landlord the Premise.

3. RENTAL FEE

The Tenant agrees to pay **USD 400** (Four Hundred United States Dollars) to the Landlord.

The monthly rental shall include and exclude the following:

INCLUSIVE

	Management fee to Mekong View Tower 6
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EXCLUSIVE

	Utility
	Internet
	Cleaning

The First rental shall be paid up on signing of this Agreement; the following rental fee is payable in advance on the **first day** of every calendar month. The First rental is calculated 4 days in July 2025 and full month in August 2025, total of **452 USD**.

The monthly rent is required to pay to the landlord's bank account as stated below:

 **Bank name: May Bank (Cambodia) PLC**
 **Account number: Tay Kay Hong**
 **Account name: 000180200033205**

4. DEPOSIT

On the signing date of this Agreement, the Tenant agrees to pay the Landlord the sum of **USD 800** (Eight Hundred United States Dollars), representing **two months' rent**.

The Deposit shall not be applied toward the final rental fee and shall be refunded to the Tenant at the end of this Agreement, provided that all outstanding bills have been fully paid.

5. STATUS

The Tenant shall occupy the Premise as Tenant only. Possession of the Premises is retained by the Landlord who shall have unrestricted access to the Premises SUBJECT however to the rights and privileges hereby granted to the Tenant and SUBJECT ALSO TO other provisions of this Agreement. The benefit of this Agreement is personal to the Tenant and shall not be capable of being assigned or otherwise disposed of.

6. USE

The Tenant shall not use the Premises for any purpose other than as a private residential unit and shall not keep upon any part of the Premises any animal, bird or livestock of any description. The Tenant shall not use the premise to conduct illegal business activities, political party organizations and other activities that are against the laws of the KINGDOM OF CAMBODIA. If Tenant use the premises against these purposes, this lease agreement will be immediately terminated, and appropriate legal actions will be made accordingly.

7. NUISANCE

The Tenant shall share the use and enjoyment of the Premises in the Building amicably, cleanly, quietly and peaceably with the Landlord and other users of the building and shall not do anything on or to the Building or the Premises which may at any time be or become a nuisance, annoyance, damage or disturbance to the Landlord or the occupiers of adjoining or other nearby premises whether within the building or otherwise and shall not use the Premises for any illegal or immoral purpose.

8. LANDLORD'S RESPONSIBILITIES

The Landlord shall be obliged to:

- (a) Transfer the Premise and its equipment, fixtures, and fittings (as set out in the Inventory) to the Tenant on the day when this Agreement becomes effective.
- (b) Ensure the right of full and separate use of the Premise for the Tenant.
- (c) Offer a 1-month warranty from the commencement date for all types of maintenance, fixes, and repairs, provided they are not caused by the Tenant.
- (d) After the warranty period, the Landlord shall only be responsible for the main structure, water system, and electrical issues. However, if there are any maintenance-related issues, the Landlord may assist in finding a service provider, but the cost shall be borne by the Tenant.
- (e) Provide guidance to the Tenant in complying with regulations on registration of permanent residence.

9. TENANT'S RESPONSIBILITIES

The Tenant shall be obliged to:

- (a) To pay the Rental Fee and other charges on time.
- (b) To use the Premise for the purpose stated in Clause 6 and, if the Tenant wishes to repair or improve the Premises to meet the Tenant's requirements, the Tenant must obtain the prior written agreement of the Landlord and must comply with the regulations on capital construction in Cambodia; and need to be approved by the landlord.
- (c) To bear responsibility for damages:

for loss of the internal equipment and facilities caused by the Tenant; for damage caused to a third party during the Term; and for keeping safe its valuables and personal property.
- (d) To comply with the regulations on environmental protection and general security and safety; and
- (e) Not to neither assign this Agreement to another person nor sublease the Premises to a third party.
- (d) Honor this Agreement until its expiry date.

10. TERMINATION:

This Agreement shall terminate in the following cases:

- (a) The Term has expired;
- (b) The Premises are destroyed or demolished according to the decision of a competent Authority;
- (c) If the Tenant fails to comply with the building regulations or commits a material breach, nonperformance, or non-observance of any obligations, conditions, or agreements under this Agreement — including non-payment or late payment of rent exceeding two weeks — the Tenant shall forfeit the security deposit to the Landlord.
- (d) If both parties adhere to this Agreement, but either party chooses to terminate it for their own reasons, they must provide a 60-day written notice. In such an event, the terminating party shall compensate the other party with an amount equivalent to two months' rent.

11. REPAIR

The Tenant shall take all reasonable care of the Premises including the electrical wirings, fixtures and fittings therein and keep them in good and clean repair and condition (fair wear and tear excepted) and will take all precautions to protect the Premises from damage by storm or typhoon. The Tenant shall keep the Contents in good condition and shall not cut, maim, injure or remove any of the Contents from the Premises and shall make good all loss and damage to the Contents, and replace with articles of similar kind and value and approved by the Landlord any of the Contents broken or damaged by the Tenant, its employee's agents Tenants or invitees in the Premises.

12. REINSTATEMENT

At the expiration or earlier determination of this Agreement the Tenant shall deliver up to the Landlord the Premises including the Landlord's fixtures and fittings therein in good repair and condition (fair wear and tear excepted) and shall be responsible at its own cost for the reinstatement of the Premises to the satisfaction of the Landlord.

13. INDEMNITY

The Tenant agrees to indemnify and keep the Landlord indemnified against all actions, proceeding, costs, claims, demands, damages, losses or expenses or other liability in respect of the use or occupation of the Premises or any breach or non-observance by the Tenant of the terms of this Agreement or any other act or default of the Tenant its employee's agents Tenants or invitees in the Premises.

14. DISCLAIMER

Neither party shall be responsible for any loss, accident or damage sustained at or originating from the building, nor shall make any claim against the other party for non-performance of its obligations hereof due to a force majeure event (a force majeure event is any event beyond the reasonable control of a party including (so far as beyond such control) earthquake, fire, flood, storm, epidemic, national emergency, war, hostilities, riot, civil commotion).

The Landlord is not responsible for any damage, injury or loss caused by other tenants or occupiers in the Building and Apartment.

The Landlord is not responsible for any loss of the Tenant's valuables/equipment/money. The Landlord is not responsible for any event beyond of the Landlord's control which prevents the Landlord from carrying out any of its obligations under this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia and each party agrees to submit to the non-exclusive jurisdiction of the courts of Phnom Penh as regards any claim or matter arising under this Agreement.

16. NOTICE

All notices given by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by registered delivery to the other party at its last known address.

In respect to the Landlord all notices should be served to Matthew Rendall c/o SokSihana & Associates (a member of ZICOLaw) GIA Tower (Level 33A), Sopheak Mongkul St, Koh Pich, Tonle Bassac, Chamkarmon, Phnom Penh, Cambodia, 120101.

Within the last (1) month before earlier determination or expiration of contract, the Landlord can open the property for inspection for prospective clients. The Landlord is obligated to notify the Tenant via email giving 48 hours' notice for an inspection date with the Landlord's assigned agents.

17. INVENTORY LIST

Please refer to Annex 2 (will give to you while checking in).

18. COUNTERPARTS

This Agreement is made in English. Each party shall keep a copy of each.

IN WITNESS the hands of the Parties are set hereto the day and year above written.

Signed By: The Landlord

Signed By: The Tenant

Mr Tay Kay Hong

Ms Vanessa Camille Fonseca

Identity of Parties



