

Common area service conditions

Definition of terms used in this Agreement:

- a) **Modern** – Premium class multifunctional complex built by LLC „ELIT-MSHENI“ in Batumi, N53 Vazha-Pshavela Str.
- b) **The owner** – the owner of the real estate. The list is indicated in Annex N1.
- c) **Residential house service (manager) company/“The Contractor”** – LLC „ELIT-MSHENI.”
- d) **Tariff** - a monthly fee paid by the "Owner" to the "Manager" for the management, operation (maintenance) of the infrastructure in "Modern", which is calculated in accordance with the real estate owned by the owner. The tariffs are specified in Appendix N1.

1.1. The building process of a premium class multifunctional complex by LLC „ELIT-MSHENI“ in Batumi, J. Shartava St. N 16 has finished. Building's engineering solutions, the concept of fire and life safety, hydro and sound insulation systems, comply with the standards set by LLC „ELIT-MSHENI.” To ensure the building's proper functioning, smooth, and comfortable accommodation for residents and guests, it is necessary to constantly care for and patronage the infrastructure, exterior, and interior, and other common property.

1.2. As mentioned in the purchase agreement between the parties, in order to provide the necessary services for proper operation and development of the building located in Batumi, N53 Vazha-Pshavela Str., **"terms of service of common areas" conditions („Agreement“)** are regulated between LLC „ELIT-MSHENI“ and **„the owner“**.

1.3. **„The owner“** of apartment financially participates in the service of common areas of the multifunctional complex, with other owners.

1.4. LLC „ELIT-MSHENI“ is authorized to unilaterally approve rules/regulations in **„Modern“**, including the rules of conduct, which will regulate issues related to the health and safety of people in **„Modern“** provisioning the rules to ensure proper functioning of **„Modern“** such as people's movements, interactions with reception, technical and repair services, lifts, parking, garbage disposal, noise, disinfection, fire safety, tobacco consumption and other rules. As well as sanctions for non-compliance with the rules. It is unacceptable to introduce rules that will cause unequal treatment or discrimination of owners of **„Modern“** These rules and regulations will be sent to **the real estate owner** via email.

2. Service price and payment terms

2.1. The monthly fee for the management of common property, its care and patronage, and for infrastructure services in **„Modern“** by **„the owner“** for the **„manager“** is the sum of

The manager“: _____

The owner“: _____

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the amounts provided by the tariff for the properties owned by the owner. The total service fee is specified in Appendix N1.

2.2 The **"Owner"** is obliged to pay for the service in full once a month, no later than the 25th of each following month, by non-cash payment, which will be credited to the following account: Bank account: **TBCBGE22** account №: **GE89TB7416036080100002**.

2.3. **"Residential Home Service Company"** is authorized to execute activities mentioned in 3.2 par of the previous agreement for additional income.

2.4. In case of changes in the prices for services in the consumer market, the "price of service" can be increased unilaterally on the basis of a unilateral decision of the "executor", not more than by 10 GEL per year. In order for the said decision to take effect, it is mandatory to send it to the owner by e-mail.

2.5. The tax order must indicate: "service charge" and apartment number.

3. Services provided by the agreement

3.1. In order to provide services necessary for the management, operation (care and patronage), and development of the common property, „**manager**“ is obliged to provide the following services at its own expense and material and technical means:

- The cleaning of the lobby, entrances, corridors, stairs, their lighting and repair;
- Care of a yard, ongoing amenities and lighting;
- Fire safety infrastructure maintenance, ongoing repairs;
- In case of power outage in the complex, provision of a generator, organization of emergency power supply, which will be used for fire safety systems, elevators, and public lighting;
- Having elevators in good condition; It will be possible to move the elevator with the so-called chip system. The elevator chip system is the property of the **"manager"**;
- 24-hour video surveillance which only allows the recording.

3.2. Common areas and property maintenance gives permission to LLC „**ELIT-MSHENI**“ without the prior and / or further consent of the „**manager**“:

- Use the common property to advertise „**Modern**“ own or other business and / or advertising in general.
- To issue individual parts of common property to third parties for ransom or free, with the right of usage.
- Allow third parties to place items on common property for the purpose of carrying out economic activities or otherwise;
- To provide services to a third party using common property;

The manager“: _____

The owner“: _____

3.3. „**The owner**“ has a right to change the facade of „**Modern**“ Interior of common areas, change of installed equipment, inventory, including the design of the front door of the „**real estate**“.

4. Messaging, communication, informing

4.1 The parties acknowledge that the email address specified in this Agreement is the primary means of communication between the parties, and we acknowledge correspondence sent/received to the specified email address to be a legally binding communication. Any notice given to any party to this Agreement shall be deemed to have been given and duly delivered.

4.2 A notice shall be deemed delivered on the date of its receipt by the addressee, if receipt of the notice is confirmed by the addressee (including by electronic document, reply message, other proper means of communication, etc.). If receipt of the notice is not acknowledged by the addressee, any such notice shall be deemed to have been duly sent and received on the day after the notice is sent.

4.3 A communication shall be deemed received/delivered even if the communication is returned to the sending party because the addressee of the communication is not located, the addressee refuses to receive the communication, or evades receiving the communication.

4.4 The parties will communicate at the address specified in the contract (or at any other address that one party will inform the other in writing/electronically). The party shall promptly notify the other party of any change in the address(es) or any of their details, otherwise the communication sent by the party to the address specified will be deemed to have been delivered.

5. Breach of obligation

5.1. „**The owner**“ is imposed monetary sanction in favor of LLC „**ELIT-MSHENI**“:

A) In case of violation of the fee payment period provided for in this Agreement – 5 GEL for each overdue day.

B) In case of preventing the correct usage of par 3.2 under a previous common property agreement - 20 (twenty) USD equivalent in GEL, for every prevented day.

C) The notice sent to „**manager**“ about one-sided termination of a previous agreement, whether the „**manager**“ agrees or disagrees with the termination - The reimbursable money mentioned under par 2.1, amount of 10 (ten) years at once.

5.2. Prior to the payment of overdue debts / monetary sanction under this Agreement, the benefits provided for in this Agreement will not apply on „**the owner**,“ therefore they are obliged to endure any possible discomfort that will be caused by this process.

5.3. LLC „**ELIT-MSHENI**“ is imposed with next monetary sanctions, in favor of „**the owner**“:

The manager“: _____

The owner“: _____

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A) In case of violation of the conditions of targeted use of the common property under this Agreement – 20 (twenty) USD equivalent in GEL, for every violation day.

5.4. The payment of monetary sanctions does not release the infringing party from full or proper performance of the obligation, if monetary sanctions were imposed because of violation of the fee payment period or other improper performance. As well as from the compensation for the damage caused due to the breach of the obligation.

5.5. If monetary sanctions were imposed for non-fulfillment of the obligation, the creditor of the agreement has the right to directly or through third (other) person, perform actions that were mentioned under obligations of the infringing party and demand reimbursement of expenses from infringing party, if possible (permissible) to fulfill the obligation by the creditor party directly or through third (other) person.

5.6. The creditor party has a right to and is not obliged to demand payment of the imposed fine from the debtor party. Therefore the request for a fine by the creditor from the debtor is confirmed by the written request, in other cases, it will be considered that the creditor party has not requested and received monetary sanction from the debtor party.

5.7. Since with this action the architectural face of „**Modern**“ will be violated, none of the „**owners**“ have a right to install information board on the facade of „**Modern**“ that are connected to either sell or rental of „**real estate**,“ or promotions of other business/social activities and etc. In case of violating this obligation, LLC „**ELIT-MSHENI**“ has a right to impose monetary sanction of 5000 (five thousand) USD equivalent in GEL on „**the owner**“ on every single installment. The imposition of the fine, does not free „**the owner**“ from suspension of action contrary to the established rule. If the „**owner**“ will delay the suspension of action contrary to the established rule and exceed the reasonable time allowed for this, LLC „**ELIT-MSHENI**“ has a right to carry out this action themselves.

5.8. If „**the owner**“ roughly violates the terms of this agreement, LLC „**ELIT-MSHENI**“ has a right to individually suspend the fulfillment of the obligations under the service contract, as well as temporarily shut down infrastructure and service-related systems related to „**the real estate**“. It is not allowed to use this sanction after the „**owner**“ stops the actions contrary to the established rules.

6. Duration of the contract

6.1. This Agreement is valid for a period of 5 years. The term is calculated from the date of signing the contract. After 5 years from the signing of the contract, the parties will agree on new tariffs in accordance with the current market situation. If the parties fail to agree on the tariff, the „**manager**“ and the „**owner**“ are obliged to continue the communication with the current market tariff.

6.2. Since the terms of service related to the management, operation (care and patronage) and development of common property are agreed on and signed with „**the owners**“ of real estate, this Agreement is construed as the common decision of „**Residential Home Service Companies**“ services provided for in this Agreement.

The manager“: _____

The owner“: _____

6.3. The agreement can be terminated only with the agreement of both parties, on the basis of a written agreement, whether or not there has been a breach of certain obligation (s) under this Agreement by either party. If a Party considers that the other Party has violated any article of this Agreement, that Party may, without the right to terminate the Agreement unilaterally, demand that the other Party fulfill this obligation.

7. Resolution of Disputes

7.1. The Parties shall, by virtue of this Agreement, settle any dispute by mutual agreement.

7.2. In case of disagreement, the parties may apply to the court according to the location of the real estate.

7.3. Georgian law is used when discussing a disputed issue in court.

7.4. Any dispute under the contract will be resolved by mutual agreement. If such an agreement is not reached, the dispute is settled by the court. During the litigation of any dispute arising out of this Agreement, the decision made by the court of first instance will be enforced immediately, in accordance with Article 268, Paragraph 11 of the Civil Procedure Codex of Georgia.

8. Adding changes to the Agreement

8.1. Unless otherwise specified in the previous Agreement, any changes and / or additions to this Agreement may be made by written agreement of both parties. The mentioned change and / or addition shall take effect upon signature and upon proper confirmation. And if the change or addition to the agreement requires registration in the public register, the change or addition is valid from the moment of its registration with the relevant authority.

8.2. The "Contractor" is entitled to revise this agreement after making changes in the current legislation of Georgia and / or the regulations approved by the company.

9. Other terms of the agreement

9.1. In the event of an alienation of the „real estate,“ the rights and obligations under this Agreement shall remain unchanged for each new acquirer. The rights and obligations under this Agreement shall also remain unchanged to the successors of the Parties.

9.2. In case of alienation „real estate,“ „The owner“ is obliged to ensure full and identical transfer of the obligations under this agreement in accordance with the transfer rule of the obligation to the potential (new) buyer. Also take into account the measures of liability for non-fulfillment of the mentioned obligations. In order to comply with this article, the "Owner" is obligated to give the "Manager" information about the buyer of the property and provide it to the "Manager" to sign an identical type of contract.

9.2.1. Violation of the obligation under Article 9.2 is a gross breach of contract and is considered a unilateral termination of this contract by the owner and is subject to the Sanction provided in Article 5.1(c).

The manager“: _____

The owner“: _____

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9.3. Other issues under the Agreement, which are not regulated by the previous Agreement, shall be regulated by the legislation of Georgia, which means that in the dispute neither party has the right to indicate that they were not aware of the said legal acts or its separate norm or provision.

9.4. The parties agree that LLC „ELIT-MSHENI“ is authorized to invite a legal entity for the provision of services in order to provide obliged services, without the consent of the „owner“.

9.5. The agreement is created Georgian and English languages, in 2 copies, each of which has equal legal power. In case of opposition to the Agreement in the Georgian and English versions, preference is given to the Georgian edition.

9.6. The Agreement is valid upon signature by its Parties;

“Elit-Msheni” LLC ID 445 455 908

E-Mail: info@modernresidence.site

Name, Surname P/N _____

Tel.: _____

Email: _____

The manager“: _____

The owner“: _____

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The owner - name, surname, personal number;

| | |
|--|---|
| | 1) Apartment; |
| | Block - "B"; |
| | ____ Floor; |
| | Apartment №____; |
| | Cadastral code - №05.28.03.042.____; |
| | Tariff ____ (____) Lari; |

The tax order must indicate: "service fee" and apartment/apartments number.

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| <p style="text-align: center;">TBC Bank SWIFT: TBCBGE22 Account : GE89TB7416036080100002 Beneficiary Bank: JSC TBC BANK NAME OF BENEFICIARY: LTD ELIT-MSHENI</p> |
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The manager“: _____

The owner“: _____