

This Contract is made this day of 2007

THE PARTIES

- 1.0 **Paul Edward Moody**, citizen of the United Kingdom of Great Britain and Northern Ireland, date of birth 12. 05. 1943, place of birth Ashbourne, holder of Passport No 024792589, of 34 Birdhill Avenue, Reading, Berkshire RG2 7JT in the United Kingdom, acting as Manager of **VisitPoint Bulgaria Ltd** whose Registered Office is at Bulgaria, Varna, "Vladislav Varnenchik" Bl. 302, Ent. No. 13, Apt. 211 (3rd Fl.) and registered at the Varna District Court under Case Folio 3389/2004 at page 100, Company No. 3389/2004, Tax No. 400003247, Bulstat No. 103903817 (in this document called "the Company")
- 2.0, date of birth: (in this document called "the Owner") of etc
- 3.0 **Ivelina Ilieva Apostolova**, Personal No 7408280950, from Bulgaria, Varna, Mladost, bl. 147, entr. 12, fl. 7, ap. 17: Passport ID / Card No. 111892690 (in this document called "the Attorney")

A. THE SUBJECT OF THE CONTRACT

- 1.0 The Owner is or will become the Owner of certain property situated in the village of in the Municipality of and the District of containing in the layout of the said village together with the house and outbuildings erected thereon (in this document called "the Property") and has requested or may request the Company to carry out certain works or services for the Owner and these works or services include or may include some or all of those which are listed in the table below namely:

Our Range of Services and current Charges are reviewed annually is also available for download as a PDF file.

- 2.0 The Company will charge and the Owner will pay the fees and expenses for the works and services at the rates shown in the penultimate (BGN) column of the table and it is agreed that the Sterling (GBP) equivalent is only shown by way of example and that the amounts are subject to normal currency fluctuations.
- 3.0 The Owner has appointed the Attorney to be the Owner's attorney under the following Powers of Attorney:
- 3.1 A general Power of Attorney signed by the Owner on before at Varna under No.
- 3.2 A specific Power of Attorney signed by the Owner on 28 April 2006 before at Varna under No. granting power to the Attorney to operate the Owner's banking account at Bulgarian PostBank, 3 Kniaz Boris 1, 9000 Varna Account No.
- 3.3 A Power of Attorney signed by the Owner on 28 April 2006 before at Varna under No. granting power to the Attorney to act for the Owners in dealing with the Property.
- 4.0 The Owner irrevocably, but only during the currency of this agreement, authorize(s) the Attorney to take from the Owners bank account(s) over which the Attorney has been given power of attorney to take the appropriate amounts as and for the Company's proper fees and expenses and to pay the money so drawn to the Company in settlement of monies then due and payable.

B. THE OBLIGATIONS OF THE COMPANY

- 1.0 The Company will act honestly and be just and true in all its dealings for and on behalf of the Owner.
- 2.0 The Company will keep all receipts and appropriate books of account and records and produce them to the Owner upon request.
- 3.0 The Company and the Attorney will, subject only full payment being made to the Company of all fees and expenses then properly due and payable, hand over to the Owners all documents belonging to the Owner upon demand.
- 4.0 The Company shall perform all works and services with as much skill and care as would be expected of a prudent owner but shall not be liable to the Owner for any damage or loss resulting from acts or events beyond their control.
- 5.0 The Company shall use every best endeavour to keep the Owner fully informed, by e-mail or fax, of events or progress towards the completion of any particular works or services and to report (with photographs where appropriate) at agreed stages or at the end of the works or services.
- 6.0 The Company and the Attorney shall, except in the case of an emergency where any delay would only result in further loss or damage to the Owner or the Property, act only in accordance with the instructions of the Owner and, in the case of generalised instructions resolve any ambiguities with the Owner before proceeding further.
- 7.0 The Company will deliver to the Owner at the end of each work or service an invoice at the appropriate rate.
- 8.0 The Company will notify the Owner of any change in the Company's normal place of business.

C. OBLIGATIONS OF THE ATTORNEY

- 1.0 The Attorney shall be honest and true in all her dealings with the Owner and the Company.
- 2.0 Immediately upon learning that funds from the Owner have been received into the Owner's banking account(s), the Attorney shall advise the Owner by the most convenient means of their arrival and the amount in sterling and, if relevant, its present equivalent in Bulgarian Leva.

- 3.0 Subject only to the irrevocable authority contained above, the Attorney agrees to carry out all lawful requests and commands given by the Owner.
- 4.0 Whenever so required by the Owner or the Company for carrying out any work or other lawful purpose, to produce the relevant Power of Attorney and any other necessary legal documents in the Attorney's power, possession or control and attend with them at the relevant time, date and place and act in accordance with the Owner's instructions or wishes whether expressed or implied.
- 5.0 If the Attorney shall be in breach of any of these obligations and the Owner or the Company shall suffer loss or damage as a result, the Attorney shall be liable to the Owner and the Company for any such loss or damage.
- 6.0 Unless prevented from so doing by death or some serious incapacity, the Attorney will continue to act as and for the Owner's attorney until a replacement can be appointed.

D. OBLIGATIONS OF THE OWNER

- 1.0 The Owner shall promptly pay to the Company all sums properly due and payable to the Company.
- 2.1 The Owner will keep the Company fully and promptly informed of all relevant facts and circumstances which might affect the way in which the Company carries out its duties under the terms of this Contract.
- 2.2 The Owner shall be liable to the Company for any loss or damage to the Company (including loss of reputation and credit) in the event of any breach of this obligation.
- 2.3 The Company shall not be liable to the Owner for any loss or damage arising out of the company's actions if taken as a result of a breach of the obligation at paragraph 2.1
- 3.0 The Owner will ensure that all necessary documents and money are available to the Company and the Attorney and do all such other things as may be appropriate as soon as they are required.

E. COMMENCEMENT, DURATION, MISCELLANEOUS AND APPLICABLE LAW

- 1.0 This Contract shall commence on the date hereof and continue until brought to an end by one month's notice given by either party in writing which shall include facsimile transmission but (by virtue of Bulgarian legal process) not e-mail unless such method of communication is at the time of the notice recognised by the Bulgarian Courts.
- 2.0 Any such notice shall be deemed duly served if:
 - a. sent by e-mail or facsimile transmission, then on the day of transmission to the party's usual address or place of business;
 - b. sent by post (airmail when sent to a different country) to the relevant party's home address or usual place of business (other mail delivery methods are not permitted) then after 10 days of posting provided that the party giving the notice can produce evidence of posting.
 - c. given personally to the other party at their usual address or place of business.

[Note: e-mails and fax transmissions are not yet admissible as evidence in Bulgarian Courts so that ordinary or airmail letters or delivery by carrier (e.g. DHL) with proof of posting are, presently, the only legally effective means of termination. In practice, however, the Company will normally act as if had received the notice by these other means. Letters should be signed in blue ink to show that they are not facsimile transmissions or copy documents.]
- 3.0 This Contract shall be governed by the laws of Bulgaria from time to time applicable hereto.
- 4.0 Any money owned to any one party by another party and remaining unpaid for more than fourteen days shall bear interest at the rate of 7 per centum per annum from the date on which the same was first demanded until the date of payment.
- 5.0 The terms of this agreement may only be changed by agreement between the parties in writing (which does not include e-mail) and duly signed by them or on their behalf by a properly authorised person.

This Contract has been drawn up in as many original copies as there are parties to it and each copy has been signed by all parties.

Signed for and on behalf of **VisitPoint**)
Bulgaria Ltd by **Paul Edward Moody**)

Signed by).....

Signed by **Ivelina Ilieva Apostolova**)