

## São Pedro Hills Resort

### Summary Terms of Resort Services

This document contains the essential São Pedro Resort Services related set of agreements and arrangements.

The São Pedro Resort consists of the following zones which are all linked in the central resort services center:

- The 8 privately financed villa's south of the central road;
- The apartments south of the central road;
- The Fase 2 zone north of the road (to be developed).

The central service zone consists of 3 parts:

- The concierge services part;
- The swimming pool;
- The beach Club.

The elements stated below will be included in the contractual arrangements between the apartments co-ownership and São Pedro Hills sa, holding title the land used for rendering these services, and any exploitation entity established and controlled by São Pedro Hills sa (hereafter SPH), an will also be included in the Constitutional Title of the apartments co-ownership.

1. The exploitation entity of the resort is SPH or any exploitation company established and controlled by it.
2. The **beach club** will be a privately operated and will be open to the public.
3. The apartment owners, and the users of the apartments will be entitled to the following facilities and services:

#### **3.1. Concierge arrangement:**

Concierge services will be made available by the concierge service centre operated by the exploitation entity. With the exception of the services marked with an \* or an \*\* for which the costs are paid on a periodic basis, the use of these services is freely decided by the Apartment owners and the apartment users, but the continued availability of such services at the quality level that is being guaranteed requires that the exploitation entity SPH has the exclusive right to render such services.

No third parties are allowed to render these services in the framework of the resort.

The concierge services that are guaranteed include:

- Security at the level of the entrance of the road, clubs, apartments\*\*

- Maintaining gardens and other greens outside the apartment buildings but forming part of the apartments resort area south of the road\*, as well as along the central road\*\*;
- Maintaining and supervising parking spaces, walking grounds,..\*;
- Rubbish collection services at rubbish deposit points\*\*;
- Operating water (pumping) and electricity equipment outside the apartment buildings\*\*;
- General operating maintenance of the apartment buildings outside the private areas\*;
- Reception service in attendance 24h\*\*;
- Supporting services at the swimming pool with hour to be determined by the exploitation entity\*;
- Catering services using the beach club facilities, on request;
- Periodic cleaning and tidy up services of private apartments on request;
- Periodic arrangement in respect of towel and linen services, on request, periodicity to be determined individually;
- Laundry services on request;
- Exclusive rental agency services for renting out to third parties, with the exception of privately arranged direct rent by the apartment owners;
- Key delivery and guest receipt services in case of use by third parties, both in respect of rentals made through the concierge service (obligatory) as in case of direct rents by apartment owners or visits by apartment owner's guests;
- Transportation services:
  - o Airport pick up and transportation
  - o Taxi booking service
- Babysitter booking point;

**3.2. Swimming pool arrangement:**

- Access to the swimming pool will be limited to apartment owners and users and their direct guest (which guest will need to be registered), as well as the owners of the 8 villa's south of the road and their users and direct guests (guests which will need to be registered);
- The overhead costs related to the operating, maintenance, cleaning etc. of the swimming pool will be supported by the apartments co-ownership, and will be assessed periodically.
- The service level at the pool side is to be determined by the apartment co-ownership but is currently scheduled to include:
  - o Swimming pool maintenance
  - o Sanitary services
  - o Showers
  - o Changing rooms
  - o sunbeds

**3.3. The costs relating to services marked:**

- with \* will be supported by the apartment co-ownership and be divided between the apartment owners on the basis of the millesimes attributed to each apartment in the co-ownership;
- With \*\* will be supported by the apartment co-ownership for 90% and the 8 villa's south of the road for 10%, whereby the apartments share will be divided between the

apartment owners on the basis of the millesimes (or similar relative value distribution as agreed in the co-ownership deed) attributed to each apartment in the co-ownership. As long as only one apartment block will be operational, the costs will be divided 35%/65% between villa's/apartments. As of the moment the second block is operational the split will be 25%/75%. As of the moment the third block will be operational the split will be 15%/85%.

The arrangement for providing the services will be established on the basis of an initial contract for a period of 9 years, the conditions of which are open to be revised after the 3<sup>th</sup> and the 6<sup>th</sup> year, unless changes occur in agreement with all parties concerned.

A price list of all the optional services payable on the basis of individual use will periodically be made available to the apartment owners and will be open for periodic review by the apartments co-ownership.

Additional services may and will be on offer from the conciergerie such as boat rental, bike rental, etc...