**Terms of Reference**

for lease of non-residential space for office in Beijing (China)

Beijing, 2023

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Essential terms of the Contract ……………………………………………………...……..…. .9

SECTION 1. DESCRIPTION

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| Lease of non-residential space for office in Beijing (China) |

SECTION 2. DETAILS

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| Subsection 2.1 Scope |
| The Landlord shall provide the Tenant with premises to be used as an office for the employees of the Tenant in accordance with the renting purpose. |
| Subsection 2.2 List |
| Rent of an office with the total area of 180-250 sq. m. considering the passage coefficient and service spaces (according to ВОMА).  Parking spaces in the parking lot of the building where the office is rented are to be available for extra payment (at least 1 car space).  The Landlord shall ensure the following:   1. Office premises for the Tenant:   Finished premises with furniture or for cosmetic repairs (after the tenant);   1. For the building: current and major repairs, finishing works, cleaning and operation (including the foundation, roof, external walls, bearing structures); 2. For the elevators: current and major repairs, replacement of equipment when required, finishing works, cleaning and operation of the elevators and all elevator mechanisms in the building; 3. For the HVAC, electric networks and electric installations, plumbing systems, air conditioning and ventilation, building systems and equipment, the maintenance of which is not included in a tenant’s scope of responsibility: current and major repairs, replacement of HVAC systems when required, finishing works, cleaning and operation; 4. For the outdoor parking and indoor parking lots: current and major repairs, finishing works, cleaning (ground and/or underground); 5. For the common areas in the building: current and major repairs, replacement of bulbs, finishing works, cleaning, operation, lighting, HVAC systems; 6. For the automatic fire alarm and fire extinguishing systems, firefighting equipment and auxiliary devices and equipment: operation, repair, maintenance, replacement when required, cleaning including the premises to be let in accordance with these Terms of Reference; 7. Garbage bins in common areas, garbage containers in designated areas (if any), timely collection and removal of garbage from the building by a corresponding third-party service; 8. Timely cleaning of the building from the external side, including facades and windows; 9. Round-the-clock operation control ensuring timely detection and prompt prevention of accidents and malfunctions, and round-the-clock "hot line" for handling current issues related to the building operation; 10. Timely cleaning of common areas, including all types of flooring, as well as regular dry cleaning of furniture, curtains, blinds (if required); 11. Regular sanitary and epidemiological works in the building (disinfestation, deratization) in accordance with the requirements of corresponding authorities, as well as applicable regulatory documents; 12. Timely minor repairs of furniture and finishing elements of the common areas, elements of improvement of the adjacent territory (if any); 13. Security surveillance system and / or other security systems in the building and on in the parking lot (ground and / or underground); 14. Insurance for buildings and common areas; 15. Available emergency response service and emergency repairs of any utility systems in the building; 16. Fire safety of the building; 17. Compliance with sanitary norms and regulations. |
| Subsection 2.3 Service share/part in the total scope of the Service |
| Office premises of B+ category or better with the area of 180-250 sq. m considering the passage coefficient and service spaces (according to BOMA).  The corridor coefficient (the area of common premises) should not be more than 20% of the area of the leased space for buildings of class B+ and not more than 12% for Class A buildings.  Parking spaces in the parking lot of the building where the office is rented are to be available for extra payment (at least 1 car space).  Office-type or combined layout with the capacity for at least 6 employees.  The layout of the office is to include the following premises (or be able to make changes during repair):   1. 1 meeting room of ​​at least 40 sq. m. but not exceeding 45 sq. m.; 2. 1 room for storing office supplies; 3. 2 office rooms:  * an executive office with the outer office (close to the main entrance) of not less than 20 sq. m. but not exceeding 50 sq. m.; * an deputy executive office of not less than 20 sq. m. but not exceeding 40 sq. m.;  1. Open-space area for other employees of not more than 28 sq.m.; 2. Catering area for executive meetings (kitchenette). |

SECTION 3. SERVICE REQUIREMENTS

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| Subsection 3.1 General |
| 3.1.1. Rent of non-residential premises to be used as offices.  3.1.2. Validity of the rent agreement: 36 months.  3.1.3. Annual indexation of the rental is not to exceed 0%.  3.1.4. Form of payment – bank transfer.  3.1.5. Rent agreement currency – Chinese Yuan (CNY).  3.1.6. All and any payments under the rent agreement are to be done in CNY by transfer to the settlement account of the Landlord. The rent is payable monthly on the basis of the invoice issued by the Landlord or by transfer to a specified bank account. |
| Subsection 3.2 Office Requirements |
| 3.2.1. Location  China, Beijing, Chaoyang District.   1. Area: Bejing Central Business District (Beijing CBD). 2. Parking and unrestricted access for vehicles; 3. Traffic intersection near the office building.   3.2.2. The premises for rent are to be non-residential and suitable to be used as an office for REA (Beijing) Consulting Co., Ltd.  3.2.3. The premises for rent are to be located in a separate area, on one floor, with a separate entrance (or several entrances) to be finished in compliance with current trends.  3.2.4. The attended parking lot (ground and/or underground) is to be available on the territory adjacent to the building with premises for rent; the Tenant is to be provided with at least 1 (one) parking space for extra payment.  3.2.5. Guest parking spaces are to be available of for extra payment.  3.2.6. The premises for rent are to have serviceable utility systems (heating, electricity, air conditioning and sewerage, water disposal, water supply, if applicable) and lighting equipment.  3.2.7. The Tenant employees are to be provided with 24-hour access to the rented premises, to the building and/or protected area where the building is located.  3.2.8. The office is not to be located in a basement or on basement floors of the building.  3.2.9. The premises for rent are not to have a common entrance or be located on the same floor with wholesale or retail trade spaces, or public catering facilities (cafes, dining rooms, restaurants, etc.).  3.2.10. The building is to have at least two separate restrooms (with at least two booths in each) on each floor.  3.2.11. Electrical, telephone and network cabling in passages are to be done above the false ceiling, or in cable trays. In office areas, cable is to be connected to the workstations through channels in the floor (including below the false floor) or cable trays.  3.2.12. LAN (Internet) connection is to be available or possible.  3.2.13. The Landlord shall not restrict the Tenant’s signing communication contracts with any provider.  3.2.14. The premises are to have electric lighting according to the requirements for point number and power in compliance with the sanitary norms applicable in China.  3.2.15. The premises and escape routes are to be equipped with emergency lighting.  3.2.16. At least 2 passenger elevators and 1 service elevator, or 3 service-passenger elevators of the leading international brands (if the premises are located on the second floor and higher) are to be available in the building.  3.2.17. Possibilities for delivering correspondence addressed to the Tenant are to be ensured.  3.2.18. Public catering facilities (cafes, dining rooms, restaurants) are to be available in the building (on the adjoining territory).  3.2.19. Territory is to be ensured including video surveillance system in common areas.  3.2.20. The permissible share of the auxiliary area in the total area of ​​the building (area loss factor) is not to exceed 20%.  3.2.21. The premises for rent are to comply with all fire safety requirements, and be equipped with proper fire alarm systems, firefighting and annunciation systems. 3.2.22. The premises for rent are to be prepared for acceptance by the Tenant on or before 01.01.2024.  3.2.23. (only for finished premises with furniture) Modern interior decoration. The walls of the premises are to have colors. No extra expenses for the premises repairs are to be required. The windows are to be of fiberglass (at least double glazing). In the premises (except for service rooms) no visible elements of the building structures, HVAC systems and equipment are allowed, including the following: open steel structures, open air ducts, beams, heating pipes etc.  3.2.24. The rental shall not include the following:  all required payments (taxes and fees) for land and property that are related to the premises and due in accordance with the law of China;  Premises insurance;   * utilities; * telecommunication services (communications, the Internet); * expenses for additional security of the rented premises, video surveillance, cleaning of the premises, maintenance of the systems installed by the Tenant in the rented premises, which are to be the Tenant’s responsibility. |
| Subsection 3.3 Guarantee |
| 3.3.1. The premises are to be operational throughout the rent period.  3.3.2. The Landlord shall guarantee that the premises that are let for rent are free from any charges, liens or any other encumbrances, rights and property disputes; the Landlord shall guarantee the possibility of using the address as the address of the location of the legal entity and also the possibility of subletting based on the Landlord’s written consent.  3.3.3. The Landlord guarantees clean title for the transaction.  3.3.4. The Landlord guarantees that all the premises specified in the agreement are free and suitable for rent on the date of the rent agreement.  3.3.5. The Tenant shall be responsible for the inside operation of the premises in accordance with the statement of responsibility delineation. |
| Subsection 3.4 Confidentiality |
| Not applicable |
| Subsection 3.5 Service Safety and Service Result Safety |
| In the event of an accident resulting in deterioration of the rented premises, the Landlord shall provide the necessary assistance in eliminating the accident consequences provided this accident has not occurred through the Tenant’s fault. The Landlord shall ensure compliance with the requirements of health and safety, and fire safety regulations, by the employees involved in the service-related work. The premises are to be equipped with automatic fire alarm system, sprinkler system (or have the necessary number of fire hose cabinets), fire alarm system and escape lighting. |
| Subsection 3.6 Customer Training |
| Not applicable |
| Subsection 3.7 Requirements for Technical Proposal |
| According to the procurement documentation. |
| Subsection 3.8 Special Requirements |
| The Landlord is to be the legal owner of the premises for rent which is to be confirmed by a notarized copy of the appropriate document. |

SECTION 4. SERVICE RESULTS

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| Subsection 4.1 Final Results |
| The Landlord shall let the office premises according to the Terms of Reference for rent to the Tenant within the period specified in the rent agreement but not later than 01.01.2024; and ensure unconditional compliance with the agreement provisions. The premises are to be let for rent for 36 months from the start date of the lease - 01.01.2024. |
| Subsection 4.2 Service Acceptance |
| The Landlord guarantees that the premises specified in the rent agreement meet the requirements of health and safety, as well as fire regulations, and also guarantees the it will let the premises for rent under the Check in inspection form including all necessary accessories and documentation within the period specified in the rent agreement. The premises acceptance procedure includes the premises examination and check its compliance with its quantitative and qualitative characteristics, and with related technical documentation.  Starting from the date of the lease 01.01.2024, the Landlord shall take on the obligation to pay the rentals, which stops on the date of the rent expiry which is to be confirmed by the corresponding Check out inspection form. |
| Subsection 4.3 Deliverables |
| 4.3.1. On or before the second business day of month following the reporting month, the Landlord shall email the Tenant scanned copies of invoices by the Landlord. The original documents must be submitted within 5 working days from the end of the last business day of the current month of the rent. |

SECTION 5. CUSTOMER TECHNICAL TRAINING

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| Not applicable |

SECTION 6. ABBREVIATIONS

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| Not applicable |

SECTION 7. ANNEXES

Not applicable.