**STANDARD CONDITIONS**

**OF**

**TENANCY AGREEMENT**

**(OFFICES)**

**OF**

 **CHINA WORLD TRADE CENTER**

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| SECTION I |
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| **RENT AND OTHER CHARGES** |
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| The Tenant undertakes and agrees with the Landlord as follows: - |
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| (1) |  | Rent and Management Fee |  |
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|  |  | To pay the rent and management fee (inclusive of air-conditioning charges during normal office hours) at the time and in the manner expressed in the Tenancy Agreement. |  |
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| (2) |  | Occupation Taxes |  |
|  |  |  |  |
|  (a) |  | To pay and discharge all rates taxes assessments duties charges impositions (if any) and outgoings of an annual or recurring nature Land Use Fee and Building Property Tax excepted now or hereafter to be assessed imposed or charged by the Government or other lawful authority upon the occupier thereof. |  |
|  |  |  |  |
|  (b) |  | The Landlord shall be entitled to treat non-payment of any amount by the Tenant in accordance with the foregoing provisions of this Clause or any part thereof in all respects as non-payment of rent under the Tenancy Agreement. |  |
|  |  |  |  |
|  (c) |  | The Landlord and the Tenant each shall bear its own taxes, assessments duties charges impositions (if any) as required of them by Government or lawful authority. |  |
|  |  |  |  |
| (3) |  | Payment of Rent and Management Fee |  |
|  |  |  |  |
|  |  | The rent and management fee shall be payable monthly for every month exclusive of government taxes rates and other outgoing and in advance clear of all deductions and exclusive of all bank charges on the first day of each calendar month when the rent and management fee fall due. The last of such payments to be apportioned according to the number of days of the said term remaining in the month in respect of which such payment is due. |  |
|  |  |  |  |
| (4) |  | Other Charges |  |
|  |  |  |  |
|  (a) |  | Telephone telecommunications and electricity charges |  |
|  |  |  |  |
|  |  | To pay and discharge all charges for telephone telecommunication services and electricity consumed in the Premises. |  |
|  |  |  |  |
|  (b) |  | Air-conditioning charges |  |
|  |  |  |  |
|  |  | The normal operational hours of the office central HVAC system are during business hours from 8:00am to 6:00pm daily from Monday to Friday excluding public holidays. If the Tenant requires additional air-conditioning outside the business hours, the Tenant shall apply to the Landlord for such services to be provided during the extended hours at least one working day in advance and shall pay all costs and expenses for such services at the prevailing charges as may be determined by the Landlord from time to time.  |  |
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| (c) |  | Payment in Renminbi |  |
|  |  |  |  |
|   |  | All expenses incurred by the Tenant in relation to the Premises, including but not limited to rent and management fee and other charges stipulated in Tenancy Agreement shall be made in Renminbi. |  |
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| SECTION II |
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| **TENANT’S OBLIGATIONS** |
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| The Tenant agrees with the Landlord as follows: - |
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| (1) |  | Compliance with regulations by-laws rules etc. |  |
|  |  |  |  |
|  (a) |  | To obey and comply with and to indemnify the Landlord against the breach of all regulations by-laws rules and requirements of any Governmental or other competent authority relating to the conduct and carrying on of the Tenant’s business on the Premises or to any other act deed matter or thing done permitted suffered or omitted therein or thereon by the Tenant or any employee agent contractor or visitor of the Tenant and to notify the Landlord forthwith in writing of any notice received from any government or public authority concerning or in respect of the Premises or any services supplied thereto. |  |
|  |  |  |  |
|  (b) |  | To be responsible for all claims, demand, writs, summons, actions, suits proceedings, judgments, orders, decrees, damages, costs and expenses of any nature whatsoever which the Landlord or the Third Party may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or the use of the Premises or any part thereof by the act or default of the Tenant its employees agents contractors or visitors. |  |
|  |  |  |  |
|  (c) |  | To be responsible for all loss and damage to the Premises, to the Building and to all the property therein caused by the act, default, or negligence of the Tenant or the Tenant’s employees agents, contractors or visitors and in particular but without limiting the generality of the foregoing caused by the use or misuse waste or abuse of water or electricity or faulty fittings or fixtures of the Tenant. |  |
|  |  |  |  |
| (2) |  | Internal Fitting-Out Works |  |
|  |  |  |  |
|  (a) |  | To fit out the Premises at the Tenant’s own cost and expenses in accordance with such plans and specifications as shall have been first submitted to and approved in writing by any Governmental or other competent authority and the Landlord such approval not be unreasonably withheld in a good and proper workmanlike fashion and in all respects in a style and manner appropriate to a first class office Building and so to maintain the same throughout the term in good condition and repair fair wear and tear excepted. The Tenant will not cause or permit to be made by variation to the approved fitting out plans and specifications or to the interior design or layout of the Premises without the prior approval in writing of the Landlord such approval not to be unreasonably withheld and in the event of such approval being requested it shall be a condition precedent to the granting thereof that the Tenant shall pay to the Landlord any reasonable fees and/or costs incurred by the Landlord in obtaining the approval of its architect and/or specialist consultants. |  |
|  |  |  |  |
|  (b) |  | Repair Clause |  |
|  |  |  |  |
|  |  | To keep all the interior non-structural parts of the Premises including flooring and interior plaster or other finishes or rendering to walls floors and ceilings and insofar as damaged or destroyed by the act or neglect of the Tenant the Landlord’s fixtures and fittings therein and all additions thereto including all doors windows electrical installations wiring ducting or piping in good clean tenantable repair and condition and properly preserved and painted. |  |
|  |  |  |  |
| (c) |  | Prohibitions for Furniture and Renovation Materials |  |
|  |  |  |  |
|   |  | Tenant shall not use hazardous material(s) and material(s) detrimental to health in their renovation of Premises. Tenant also shall not use furniture with material(s) that are hazardous to health. Such hazardous materials shall include but not limited to asbestos, ammonia, benzene and formaldehyde producing material, benzene. Tenant shall instruct and ensure that their contractor shall not use such hazardous materials for Tenant’s furniture and for renovation. During the Tenancy Term, if such hazardous material is found to be used by the Tenant or its contractor, the Tenant hereby agrees with the Landlord that the Tenant shall at its own costs change the material/furniture/renovation on demand by the Landlord and such change shall be done within the stipulated time demanded by the Landlord. |  |
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| (3) |  | Replacement of windows or curtain wall |  |
|  |  |  |  |
|  |  | To reimburse to the Landlord the cost of replacing all broken and damaged windows and glass or curtain wall broken or damaged by the act or neglect of the Tenant or its employees agents contractors or visitors. |  |
|  |  |  |  |
| (4) |  | Repair of electrical installations piping and ducting |  |
|  |  |  |  |
|  |  | To repair or replace any electrical installation wiring ducting or piping installed by the Tenant if the same becomes dangerous or unsafe or if so reasonably required by the Landlord or by the relevant utility company and in so doing the Tenant shall use only a contractor approved by the Landlord in writing for the purpose. The Tenant shall permit the Landlord or its agents to test the wiring ducting or piping installed by the Tenant in the Premises at any reasonable time upon written request being made. The Tenant shall indemnify the Landlord and hold it harmless against any cost claim damage or proceedings resulting from or attributable to any malfunction or disrepair of the electrical installation or apparatus piping or ducting installed or located by the Tenant in the Premises. |  |
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| (5) |  | Cleaning of drains |  |
|  |  |  |  |
|  |  | To pay to the Landlord on demand all costs incurred by the Landlord in cleaning clearing repairing or replacing any of the drains pipes or sanitary or plumbing apparatus choked or stopped up owing to the careless or improper use or neglect by the Tenant or its employees agents or visitors and to indemnify the Landlord against any cost claim or damage caused thereby or arising therefrom. |  |
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| (6) |  | Indemnity and insurance against loss / damage from interior defects |  |
|  |  |  |  |
|  |  | To be wholly responsible for and to indemnify the Landlord against any loss damage or injury caused to any person whomsoever or any property whatsoever including but not limited to the Landlord’s fixtures and fittings through the act default or neglect of the Tenant its employees agents contractors or visitors. The Tenant shall effect insurance cover in respect of such risks with a reputable insurance company to the satisfaction of the Landlord and ensure such insurance remains in force during the Tenancy Term. |  |
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| (7) |  | Protection from bad weather |  |
|  |  |  |  |
|  |  | To take all reasonable precautions to protect the interior of the Premises against damage by storm heavy rainfall heavy snowfall or the like and in particular to ensure that all exterior doors and windows are securely fastened upon the threat of such adverse weather conditions. |  |
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| (8) |  | Entry by Landlord |  |
|  |  |  |  |
|  |  | To permit the Landlord and all persons authorised by it at all reasonable times by prior appointment to enter and view the state of repair of the Premises to take inventories of the fixtures therein to carry out any works repairs or maintenance which are required to be done provided that in the exercise of this right the Landlord shall cause as little disturbance as possible and provided that in the event of an emergency the Landlord its employees or agents may enter without notice and forcibly if need be and for the better observance of this provision the Tenant shall inform the Landlord as to the presence and nature of any security system of the Tenant installed therein. |  |
|  |  |  |  |
| (9) |  | Notice of repair |  |
|  |  |  |  |
|  |  | On receipt of any notice from the Landlord or its authorised representative specifying any works or repairs which require to be done and which are the responsibility of the Tenant hereunder forthwith to put in hand and execute the same without delay. Failure by the Tenant so to do will entitle the Landlord or its employees or agents to enter upon the Premises and forcibly if need be to carry out any such works or repairs at the expense of the Tenant. |  |
|  |  |  |  |
| (10) |  | Outside windows and door |  |
|  |  |  |  |
|  |  | To keep all outside windows and doors closed and in the event of a breach of this Clause the Landlord shall have the right to send a representative to close any open door or doors or window or windows should the Tenant fail to forthwith comply with a notice from the Landlord requiring closing of the same. |  |
|  |  |  |  |
| (11) |  | Inform Landlord of damage |  |
|  |  |  |  |
|  |  | To give notice in writing to the Landlord or its agents of any damage that may be suffered to the Premises or to person thereupon and of any accident to or defects in the water pipes electrical wiring or fittings fixtures or other facilities provided by the Landlord. In case of any fire alarms or any incidents occurred the Tenant should immediately notify the Landlord besides report to the police and adopt necessary measures. |  |
|  |  |  |  |
| (12) |  | Cleaning contractors |  |
|  |  |  |  |
|  |  | To employ cleaning contractors for the Premises which cleaning contractors shall only be such persons or such firm as may be nominated by the Landlord. Such cleaning contractors shall be employed at the expense of the Tenant and at the rate agreed by the Landlord with the contractors provided the rate reasonably reflects market rates for such services. |  |
|  |  |  |  |
| (13) |  | Directory boards |  |
|  |  |  |  |
|  |  | To pay the Landlord upon demand the cost of affixing repairing altering or replacing as necessary the Tenant’s name (to be affixed in such uniform lettering or characters as shall be designated by the Landlord) on the directory boards provided by the Landlord. Notwithstanding the aforesaid, |  |
|  |  |  |  |
|  (a) |  | for the first time installation the Landlord shall provide the directory boards free of charge and; |  |
|  |  |  |  |
|  (b) |  | the Tenant hereby agrees with the Landlord that under no circumstances shall the Tenant request the Landlord to install directory board for the Tenant in the main lobby and lift lobby (of the floor where the Premises is to be situated) until the Tenant delivers to the Landlord, a valid copy of its business registration certificate or license issued by Beijing's Administration for Market Regulation or China's Ministry of Justice (as the case may be).  |  |
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| (14) |  | Light bulbs |  |
|  |  |  |  |
|  |  | To reimburse to the Landlord the cost of replacing any damaged broken defective or burned out electric light bulbs tubes and globes in the Premises which may be provided by the Landlord. |  |
|  |  |  |  |
| (15) |  | Viewing Advertising and Re-letting |  |
|  |  |  |  |
|  |  | To allow at all reasonable times upon prior notice within three calendar months immediately preceding the expiration of the term and the Tenant has not signed a new Tenancy Agreement with the Landlord prospective tenants or occupiers to inspect the Premises and allow the Landlord to exhibit where the Landlord shall think fit a notice indicating that the Premises are to become vacant. |  |
|  |  |  |  |
| (16) |  | Regulations |  |
|  |  |  |  |
|  |  | To obey and comply with such Regulations as may from time to time be adopted by the Landlord in accordance with Section IX hereof. |  |
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| (17) |  | Contractors employees agents visitors |  |
|  |  |  |  |
|  |  | To be responsible to the Landlord for the acts neglects omissions and defaults of all contractors employees agents and visitors of the Tenant as if they were the acts neglects omissions and defaults of the Tenant himself. |  |
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| (18) |  | Service entrances and lifts |  |
|  |  |  |  |
|  |  | To load and unload goods only at such times during business hours and through such service entrances and by such service lifts as shall be designated by the Landlord for this purpose from time to time. |  |
|  |  |  |  |
| (19) |  | Refuse and garbage removal |  |
|  |  |  |  |
|  |  | To be responsible for the removal of garbage and refuse from the Premises and to dispose of the garbage and refuse only in those areas designated by the Landlord from time to time. In the event of the Landlord providing a collection service for garbage and refuse the same shall be used by the Tenant to the exclusion of any other similar service and the use of such service provided by the Landlord shall be at the cost of the Tenant provided the rate reasonably reflects market rates for such services. |  |
|  |  |  |  |
| (20) |  | Delivery of Premises and handover |  |
|  |  |  |  |
| (a) |  | To deliver to the Landlord the Premises together with all fixtures fittings and additions therein and thereto at the expiration or sooner termination of this tenancy in good clean tenantable repair and re-instated physical condition (condition of which shall be stipulated by the Landlord) having removed all personal property of the Tenant within the Premises (such condition of return of Premises hereafter “Bare Shell Reinstated Condition”) unless otherwise required by the Landlord or otherwise agreed between the Landlord and the Tenant. All personal property fixtures and fittings and additions therein shall be removed by and at the expense of the Tenant at the expiration or sooner termination of this tenancy and in such event the Tenant shall make good all damage caused by such removal and thereupon to surrender to the Landlord all keys giving access to all parts of the Premises held by the Tenant and to permit the Landlord to remove at the Tenant’s expense all lettering and characters from the directory boards and from all the doors walls or windows of the Premises and to make good any damage caused by such removal. Tenant shall use the Landlord’s nominated contractor for the work related to the repair and re-instatement of the Premises before handing the Premises over to the Landlord and the Tenant shall pay standard fee stated in the Fitting Out Handbook and other fee related to the reinstatement work. In the event of the breach of this clause at the expiration or sooner termination of this Tenancy, the Landlord shall be entitled to forfeit one month rental deposit and claim further compensation for the damages thus incurred. |  |
|  |  |  |  |
| (b) |  | The Tenant hereby agrees with the Landlord that if at the expiration or sooner termination of this Tenancy, the Tenant fails to remove all its personal property from the Premises and return the Premises to the Landlord in Bare Shell Reinstated Condition, it shall mean that the Tenant abandons all its right and claim of the Tenant’s, the Tenant’s employees’ and the Tenant’s visitors’ personal property fixtures fittings (within the Premises) to the Landlord and in such case it shall be lawful for the Landlord at any time after the expiration or sooner termination of this Tenancy to re-enter the Premises to remove and dispose of all these personal property fixtures fittings (hereafter “Items”) in the Premises as it deems fit AND under such circumstances, the Tenant hereby agrees with the Landlord that it shall not make any claim against the Landlord. Any cost of removal, storage and disposal of Items abandoned by the Tenant shall be borne by the Tenant and all proceeds from the disposal of the Items (if any) shall be forfeited by the Tenant to the Landlord. |  |
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| (21) |  | Notice of Renewal |  |
|  |  |  |  |
|  |  | If the Tenant intends to renew this Agreement for any term beyond the Date of Expiry stated in Part 3 of this Agreement, the Tenant is required to serve a written notice to the Landlord at least six months prior to the Date of Expiry, and shall enter into a fresh tenancy agreement with the Landlord at least three months prior to the Date of Expiry. If the Tenant fails to observe the above the Tenancy Agreement shall cease on the Date of Expiry. The terms and conditions including the rent of the new tenancy agreement shall be subjected to the then negotiation between the Landlord and the Tenant. |  |
|  |  |  |  |
| (22) |  | Illumination of Reception |  |
|  |  |  |  |
|  |  | From 8:30 a.m. to 5:30 p.m. (Monday to Friday) public holidays excluded, the Tenant shall not leave the ceiling lights at the reception at the entrance of the Premises turned off for more than three (3) consecutive working days. |  |
|  |  |  |  |
| (23) |  | Compliance with Fire Safety Regulations by-laws rules etc |  |
|  |  |  |  |
|  |  | To obey and comply with and to indemnify the Landlord or the Third Party against the breach of all fire safety regulations by-laws rules and requirements of Government or any competent authority relating to the conduct and carrying on of the Tenant’s business on the Premises or to any other act deed matter or thing done permitted suffered or omitted therein or thereon by the Tenant or any employee agent contractor or visitor of the Tenant and to notify the Landlord forthwith in writing of any notice received from any government or public authority concerning or in respect of the Premises or any services supplied thereto. |  |
|  |  |  |  |
| (24) |  | Entry by Landlord and Competent Authority |  |
|  |  |  |  |
|  |  | To permit the Landlord or competent authority and all persons authorized by it at all reasonable times by prior appointment to enter and inspect the fire safety compliance of the Premises provided that in the exercise of this right the Landlord shall cause as little disturbance as possible to the Tenant. In the event of an emergency during off office hours including weekend and holiday, the Landlord its employees or agents may enter without notice and forcibly if need be and for the better observance of this provision the Tenant shall inform the Landlord as to the presence and nature of any security system of the Tenant installed therein. |  |
|  |  |  |  |
| (25) |  | Fire Safety Precautions |  |
|  |  |  |  |
|  |  | To take all reasonable precautions to ensure fire safety compliance and to remove any fire hazard in the Premises including appointing a competent fire warden to carry out regular safety inspection in the Premises and to carry out fire safety and evacuation exercise in accordance with any competent authority’s requirements. |  |
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| (26) |  | De-registration with State Administration for Market Regulation (SAMR) |  |
|  |  |  |  |
|  |  | Upon the expiry or sooner termination of this tenancy (unless renewed pursuant to an option to renew granted here under) the Tenant shall at its own cost de-register its address of the Premises with SAMR, tax authority and /or any Government lawful authority. If the Tenant fails to comply with the above, the Landlord shall be entitled to deduct Tenant’s deposit or seek further compensation from the Tenant for any loss thus incurred. |  |
|  |  |  |  |
| (27) |  | Undertaking for Confidentiality |  |
|  |  |  |  |
|  |  | To keep confidential and not at any time disclose or permit to be disclosed to any person whatsoever and whomsoever, all communications, negotiations, discussions and correspondence between the Tenant and the Landlord, any matter or information in relation to this Agreement except with the prior written consent of the Landlord or as required by law or to the extent that such information has become public knowledge not due to the Tenant’s breach of this undertaking. In the event of any breach of this provision, the Landlord shall be at liberty terminate this Agreement or seek further compensation from the Tenant for any loss thus incurred. |  |
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| SECTION III |
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| **LANDLORD’S OBLIGATIONS** |
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| The Landlord agrees with the Tenant as follows: - |
|  |  |  |  |
| (1) |  | Quiet enjoyment |  |
|  |  |  |  |
|  |  | That the Tenant paying the rent and management fee on the days and in the manner herein provided for payment of the same and observing and performing the agreements stipulations and conditions herein contained and on the Tenant’s part to be observed and performed shall peaceably hold and enjoy the Premises during the term without any interruption by the Landlord or any person lawfully claiming through the Landlord. |  |
|  |  |  |  |
| (2) |  | Roof and main structure |  |
|  |  |  |  |
|  |  | To keep the roof of the Building and the main structure and walls thereof and the main drain pipes and cables therein and those parts of the Building for which the Tenant is not responsible in a proper state of repair condition. |  |
|  |  |  |  |
| (3) |  | Decoration |  |
|  |  |  |  |
|  |  | To carry out all necessary decoration to the common areas of the Building as and when the Landlord shall decide the same is necessary. |  |
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| (4) |  | Cleaning |  |
|  |  |  |  |
|  |  | To keep the common areas and toilets and other parts of the Building for common use clean and in proper condition. |  |
|  |  |  |  |
| (5) |  | Facilities |  |
|  |  |  |  |
|  |  | To maintain any lifts escalators fire and security services equipment air-conditioning plant and other facilities of the Building in proper working order. |  |
|  |  |  |  |
| (6) |  | Air-conditioning |  |
|  |  |  |  |
|  |  | To provide air-conditioning services to the Premises during normal office hours and daily on Monday to Friday from 8:00 a.m. until 6:00 p.m. No air-conditioning services will be provided on weekends and public holidays. If the Tenant shall require additional air-conditioning services outside the times specified by the Landlord the Landlord shall provide the same to the Tenant on receiving reasonable notice of the Tenant’s requirements. The charges for air-conditioning outside the times specified by the Landlord shall be determined by the Landlord and notified to the Tenant from time to time. |  |

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| SECTION IV |
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| **RESTRICTIONS AND PROHIBITIONS** |
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| The Tenant hereby agrees with the Landlord as follows: - |
|  |  |  |  |
| (1) |  | Installation and alteration |  |
|  |  |  |  |
|  (a) |  | Not without the prior written consent of the Landlord such consent not to be unreasonably withheld to erect install or alter any fixtures partitioning or other erection or installations in the Premises or any part thereof or without the like consent to make or permit or suffer to be made installations in or additions to the electrical wiring and piping and ducting and installations or to install or permit or suffer to be installed any equipment apparatus or machinery which imposes a weight on any part of the flooring in excess of that for which it is designed or which requires any additional electrical wiring or piping or ducting or which consumes electricity not metered through the Tenant’s separate meter. The Landlord shall be entitled to prescribe the maximum weight and permitted location of safes and other heavy equipment and to require that the same stand on supports of such dimensions and material to distribute the weight as the Landlord may deem necessary. |  |
|  |  |  |  |
|  (b) |  | In carrying out any approved work hereunder the Tenant shall and shall cause its employees agents contractors and workmen to cooperate fully with the Landlord and all employees agents contractors and workmen of the Landlord and with other Tenants or contractors carrying out any work in the Building. The Tenant its employees agents contractors and workmen shall obey and comply with all instructions and directions which may be given by the Landlord’s representative in connection with the carrying out of such work. |  |
|  (c) |  | In carrying out any work to the electrical installation and/or wiring or piping or ducting related to the heating and ventilation air conditioning system and firefighting and prevention system, the Tenant shall use only a contractor nominated by the Landlord in writing for the purpose whose rates shall reasonably reflect market rates for such services. |  |
|  |  |  |  |
| (2) |  | Injury to main walls |  |
|  |  |  |  |
|  |  | Not without the prior written consent of the Landlord to cut maim injure drill into mark or deface or permit or suffer to be cut maimed injured drilled into marked or defaced any doors windows walls beams structural members or any part of the fabric of the Premises or any of the plumbing or sanitary or air-conditioning apparatus or installations included therein. |  |
|  |  |  |  |
| (3) |  | Damage to walls ceiling and floors |  |
|  |  |  |  |
|  |  | Not without the prior written consent of the Landlord to drive or insert or permit or suffer to be driven or inserted any nails screws hooks brackets or similar articles into the ceiling walls or floor of the Premises nor without such consent of the Landlord to do any other thing which may damage or penetrate the existing floor screen or slab. |  |
|  |  |  |  |
| (4) |  | Damage to common areas |  |
|  |  |  |  |
|  |  | Not to damage injure or deface any part of the fabric decorative features of the common areas stairs and lifts and escalators of the Building including any trees plants or shrubs therein or thereabout. |  |
|  |  |  |  |
| (5) |  | Nuisance or annoyance |  |
|  |  |  |  |
|  |  | Not to do or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to the Landlord or to the Tenants or occupiers of other premises in the Building therein or thereabout. |  |
|  |  |  |  |
| (6) |  | Noise |  |
|  |  |  |  |
|  |  | Not to produce or permit or suffer to be produced at any time in the Premises any disturbing or irritating noise or any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing reproducing receiving or recording sound) so as to be audible outside the Premises. |  |
|  |  |  |  |
| (7) |  | Signs |  |
|  |  |  |  |
|  |  | Not to affix or display or permit or suffer to be affixed or displayed within or outside the Premises any signboard sign decoration advertising matter or other device whether illuminated or not which may be visible from outside the Premises save that: - |  |
|  |  |  |  |
|  (a) |  | The Tenant shall be entitled to have its name displayed in English and Chinese in uniform lettering or characters designated by the Landlord on the directory boards such lettering and characters and any additions or alterations thereto to be placed thereon by the Landlord at the Tenant’s expense. |  |
|  |  |  |  |
|  (b) |  | The Tenant shall be entitled at its own expense to have its name affixed in lettering and/or characters of dimensions approved by the Landlord on the Tenant’s entrance door or doors. If the Tenant carries on business under a name other than its own name it shall notify the Landlord of the name under which its business is carried on and shall be entitled to have that name displayed or affixed as aforesaid but the Tenant shall not be entitled to change the business name without the prior written consent of the Landlord which consent shall not be unreasonably withheld. |  |
|  |  |  |  |
| (8) |  | Use of Premises |  |
|  |  |  |  |
|  |  | Not to use or permit or suffer the Premises to be used for any purpose other than as an office and that the space standard for each employee shall not be less than 8 net sqm.  |  |
|  |  |  |  |
| (9) |  | Illegal or immoral use |  |
|  |  |  |  |
|  |  | Not to use or permit or suffer the Premises to be used for any illegal or immoral purpose. |  |
|  |  |  |  |
| (10) |  | Sleeping or domestic use |  |
|  |  |  |  |
|  |  | Not to use or permit or suffer the Premises or any part thereof to be used as sleeping quarters. |  |
|  |  |  |  |
| (11) |  | Manufacture or storage of goods |  |
|  |  |  |  |
|  |  | Not to use or permit or suffer the Premises to be used for the purpose of the production manufacture working of goods and merchandise nor for the storage of goods and merchandise other than samples and exhibits reasonably required in connection with the Tenant’s business carried on therein. |  |
|  |  |  |  |
| (12) |  | Combustible or dangerous goods |  |
|  |  |  |  |
|  |  | Not to keep or store or permit or suffer to be kept or stored or bring upon the Premises any arms ammunition gun-powder salt-petre kerosene or other explosive or combustible substance or hazardous goods or battery electric vehicles.  |  |
|  |  |  |  |
| (13) |  | Obstruction in passages |  |
|  |  |  |  |
|  |  | Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes packaging rubbish or other obstruction of any kind or nature any of the entrances staircases landing passages escalators lift lobbies or other parts of the Building in common use and the Landlord shall be entitled without notice and at the Tenant’s expense to remove and dispose of as it sees fit any such rubbish or other articles or thing. |  |
|  |  |  |  |
| (14) |  | Toilet facilities |  |
|  |  |  |  |
|  |  | Not to use or permit or suffer the toilet facilities provided by the Landlord in the Premises or in the common areas of the Building to be used for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown therein any foreign substance of any kind and the Tenant shall pay to the Landlord on demand the whole expense of any breakage blockage or damage resulting from a violation of this Clause. |  |
|  |  |  |  |
| (15) |  | Wiring and cables in common area |  |
|  |  |  |  |
|  |  | Not to lay install affix or attach any wiring cables or other articles or thing in or upon any of the entrances staircases landings passages lobbies or other parts of the Building in common use. |  |
|  |  |  |  |
| (16) |  | Preparation of food and prevention of odours |  |
|  |  |  |  |
|  |  | Not to prepare or permit or suffer to be prepared any food in the Premises or to cause or permit any odours which shall in the opinion of the Landlord be offensive or unusual to be produced upon permeate through or emanate from the Premises. |  |
|  |  |  |  |
| (17) |  | Food by service entrances |  |
|  |  |  |  |
|  |  | Not to permit or allow any food or food containers to be brought onto or removed from the Premises except by way of service lifts service entrances and service exits. |  |
|  |  |  |  |
| (18) |  | Animals pets and infestation |  |
|  |  |  |  |
|  |  | Not to keep or permit or suffer to be kept any animals or pets inside the Premises and at the Tenant’s expense to take all such steps and precautions as shall be required by the Landlord to prevent the Premises or any part thereof from becoming infested by pests or vermin. The Tenant shall employ at the Tenant’s cost only such pest extermination contractors as the Landlord may require and at such reasonable intervals as the Landlord may direct and to the exclusion of all others. |  |
|  |  |  |  |
| (19) |  | Sub-letting assigning |  |
|  |  |  |  |
|  |  | Not to assign underlet part with the possession of or transfer the Premises or any part thereof or any interest therein nor permit or suffer any arrangement or transaction whereby any person who is not a party to the Tenancy Agreement obtains the use possession occupation or enjoyment of the Premises or any part thereof irrespective of whether any rental or other consideration is given therefore. |  |
|  |  |  |  |
| (20) |  | Breach of insurance policy |  |
|  |  |  |  |
|  |  | Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the insurance on the Building against loss or damage by fire and/or other insurable perils and/or claims by third parties for the time being in force may be rendered void or voidable or whereby the premium thereon may be increased provided that if as the result of any act deed matter or thing done permitted or suffered by the Tenant the premium on any such policy of insurance shall be increased the Landlord shall be entitled without prejudice to any other remedy hereunder to recover from the Tenant the amount of any such increase. |  |
|  |  |  |  |
| (21) |  | Aerials |  |
|  |  |  |  |
|  |  | Not to erect any aerial on the roof or walls of the Building or on the ceiling or walls of the Premises and not to interfere with remove dismantle or alter those common aerials (if any) provided by the Landlord. |  |
|  |  |  |  |
|  |  |  |  |
| (22) |  | Air-conditioning |  |
|  |  |  |  |
|  |  | Not to install air-conditioning facilities in addition to such facilities as are provided by the Landlord. |  |
|  |  |  |  |
| (23) |  | Parking |  |
|  |  |  |  |
|  |  | Not to park in obstruct or otherwise use nor permit any employee agent contractor or visitor of the Tenant to park in obstruct or otherwise use those areas of the Building allocated to the parking or movement of or access for vehicles or designated as loading/unloading areas otherwise than in accordance with the regulations made pursuant to Section IX hereof. |  |
|  |  |  |  |
| (24) |  | Use of Building name |  |
|  |  |  |  |
|  |  | Not without the prior written consent of the Landlord to use or permit to be used the name/logo or any part of the name/logo of the Landlord or of the Building or any picture representation or likeness of the whole or any part of such name/logo or of the Building or of the Premises in connection with the business or operations of the Tenant or for any purpose whatsoever other than to indicate the address and place of business of the Tenant. |  |
|  |  |  |  |
| (25) |  | No Smoking |  |
|  |  |  |  |
|  |  | The Tenant agrees that no smoking is allowed within the Building, Premises and all common areas of the Building (including but not limited to common corridor, toilets and staircase) and the Tenant shall ensure that all its employees, visitors, agents, customers, contractors and all occupants of the Premises adhere to the no smoking regulation and shall not smoke within any spaces of the Building.  If Tenant, it’s employees, visitors, agents, customers, contractors and all occupants of the Premises defaults in not adhering to and disregarding this no smoking clause, the Landlord shall be able to issue written notice to the Tenant to redress such default (i.e. disregard of this no smoking clause) and if such default persists for up till a second (2nd) time, then upon the delivery date of the second (2nd) notice to the Tenant, the Landlord shall have the right to stop services to the Tenant (including but not limited to the delivery of water (if any) and electricity) and the Tenant shall pay a fine of 5,000 Renminbi to the Landlord before services shall be restored. If Tenant persists in not adhering and disregarding this no smoking clause for a third (3rd) time, the Landlord shall have the right to terminate the tenancy of the Premises without penalty to the Landlord. |  |
|  |  |  |  |
| (26) |  | Security Contractors |  |
|  |  |  |  |
|  |  | Not to employ any security guard for the Premises without the prior written consent of the Landlord. Notwithstanding the above, any security guard employed by the Tenant shall not have uniform that resembles the Building’s security guard or public security officer but have proper suit and only perform his duties within the Premises. |  |
|  |  |  |  |
| (27) |  | Obstruction and removal of Fire Safety Installations |  |
|  |  |  |  |
|  |  | Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes packaging rubbish or other obstruction of any kind or nature and not to remove any of the fire safety installations in the Premises including the fire hydrants fire extinguishers fire sprinklers and smoke detectors. |  |
|  |  |  |  |
| (28) |  | Artifacts and Signage, etc. |  |
|  |  |  |  |
|  |  | The Tenant shall not display any artifact-items related to religion visible to the public (e.g. in the reception area) and not to affix, erect, attach or otherwise exhibit any sign-board, advertisement or Spring Festival couplets visible from the corridor and lift lobby. |  |
|  |  |  |  |
| (29) |  | Uniformed security personnel and uniformed cleaning ayi |  |
|  |  |  |  |
|  |  | Tenant shall ensure that their uniformed security personnel and/or uniformed cleaning ayi do not use passenger lifts but only use service lifts when commuting within the Building. Tenant hereby agrees that if its uniformed security personnel and/or uniformed cleaning ayi is/are caught using passenger lifts, Tenant shall cooperate with the Landlord’s Building management representative to ensure that the Tenant’s uniformed security personnel and/or uniformed cleaning ayi not to use the passenger lifts. |  |
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| SECTION V |
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| **EXCLUSIONS** |
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| Unless through the negligence of the Landlord its employees or agents, the Landlord shall not be liable to the Tenant occupier or any other person whomsoever: - |  |
|  |  |  |  |
| (1) |  | Lift escalators air-conditioning etc. |  |
|  |  |  |  |
|  |  | In respect of any loss or damage to person or property sustained by the Tenant occupier or any such other person caused by or through or in any way owing to any defect in or breakdown of the lifts escalators fire and security services equipment air-conditioning plant and other facilities of the Building or |  |
|  |  |  |  |
| (2) |  | Electricity/water supply |  |
|  |  |  |  |
|  |  | In respect of any loss or damage to person or property sustained by the Tenant occupier or any such other person caused by or through or in any way owing to any failure malfunction explosion or suspension of the electricity or water supply to the Building or the Premises or |  |
|  |  |  |  |
| (3) |  | Fire and overflow of water and vermin |  |
|  |  |  |  |
|  |  | In respect of any loss or damage to person or property sustained by the Tenant occupier or any such other person caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Building or the influx of rain water or storm water into the Building or the Premises or the activity of rats or other vermin in the Building or |  |
|  |  |  |  |
| (4) |  | Security |  |
|  |  |  |  |
|  |  | For the security or safekeeping of the Premises or the Public Area or any persons or contents therein or |  |
|  |  |  |  |
| (5) |  | Non-enforcement of the Regulations |  |
|  |  |  |  |
|  |  | In respect of any loss or damage however caused arising from any non-enforcement of the Regulations or non-observance thereof by the Tenant or any third party. |  |
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| SECTION VI |
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| **ABATEMENT OF RENT** |
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| If the Premises or any part thereof shall be destroyed or so damaged by fire bad weather Act of God Force Majeure or other cause not attributable directly or indirectly to any act or default of the Tenant as to be rendered unfit for use and occupation the rent hereby upon negotiated and agreed by the Landlord and the Tenant to be paid or a part thereof proportionate to the damage sustained shall cease to be payable until the Premises shall have been restored or reinstated provided always that the Landlord shall be under no obligation to repair or reinstate the Premises if in its opinion it is not reasonably economical or practicable so to do and provided Further that if the whole or substantially the whole of the Premises shall have been destroyed or rendered unfit for use and occupation shall not have been repaired and reinstated within six months of the occurrence of the destruction or damage either party shall be entitled at any time before the same are so repaired and reinstated to terminate this Agreement by notice in writing to the other. |  |
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| SECTION VII |
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| **DEFAULT** |
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| It is hereby further expressly agreed and declared as follows: - |
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| (1) |  | Default |  |
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|  |  | If the rent and/or management and/or air-conditioning and/or any other charges payable under this Agreement shall be unpaid for seven days after the same shall become payable (whether demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the agreements stipulations or conditions herein contained and on the Tenant’s part to be observed and performed or if the Tenant shall become bankrupt or being a corporation shall go into liquidation or if any petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or make any composition or arrangement with creditors or shall suffer any execution to be levied on the Premises then and in any such case upon service of notices to the Tenant by the Landlord or Landlord’s entrusted representatives in accordance to Section X(9) it shall be lawful for the Landlord or Landlord’s entrusted representatives at any time thereafter to re-enter on the Premises or any part thereof in the name of the whole whereupon this Agreement shall absolutely cease and terminate AND under such circumstances the Landlord shall be able to forfeit the rental and electricity deposits of the Tenant, reserve the right to seek further compensation from the Tenant for any loss sustained by the Tenant as a result of the default of this clause and the Premises shall be delivered to and/or taken over by the Landlord in accordance to Section II(20) but without prejudice to any right of action by the Landlord in respect of any outstanding breach or non-observance or non-performance of any of the agreements stipulations and conditions herein contained and on the Tenant’s part to be observed and performed and to the Landlord’s right to deduct all loss and damage thereby incurred from the deposit paid by the Tenant in accordance with Section VIII hereof and without prejudice to the Landlord’s right of forfeiture thereof. Notwithstanding the foregoing and without prejudice to the Landlord’s rights under this Agreement, the Landlord shall be at liberty to disconnect all electricity, air-conditioning and water supplies to the Premises provided 3 days’ notice has been given to the Tenant of the Landlord’s intention to do so and in so doing the Landlord shall not be held responsible for any loss or damage to person or property sustained by the Tenant directly or indirectly as a consequence of Landlord exercising such right. All cost and expenses incurred by the Landlord of and incidental to the disconnection and the subsequent re-connection of the electricity air-conditioning and water supplies to the Premises shall be paid by the Tenant and shall be recoverable from the Tenant as a debt or be deductible by the Landlord from any deposit paid by the Tenant in accordance with Section VIII hereof. |  |
|  |  |  |  |
| (2) |  | Exercise of right |  |
|  |  |  |  |
|  |  | A written notice served by the Landlord on the Tenant in manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord. |  |
|  |  |  |  |
| (3) |  | Acceptance of rent |  |
|  |  |  |  |
|  |  | Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance by the Tenant of any of the agreements stipulations and conditions herein contained and on the Tenant’s part to be observed and performed. |  |
|  |  |  |  |
| (4) |  | Acts of contractors employees agents and visitors |  |
|  |  |  |  |
|  |  | For the purpose of this agreement any act default neglect or omission of any employee agent visitor contractor of the Tenant or occupier of the Premises shall be deemed to be the act default neglect or omission of the Tenant. |  |
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| (5) |  | Distraint |  |
|  |  |  |  |
|  |  | For the purposes of distress for rent, the rent payable in respect of the Premises shall be and be deemed to be in arrears if not paid in advance at the times and in the manner hereinbefore provided for payment thereof. |  |
|  |  |  |  |
| (6) |  | Late payment charge |  |
|  |  |  |  |
|  |  | Without prejudice to the Landlord’s other rights and remedies on such default, if the rent or any other charges payable under this Agreement or any part thereof shall not be paid in the manner and at the time specified in Section I hereof, then late payment charge shall be payable by the Tenant at the rate of 0.06% per day from day to day on the number of days during which such default continues. |  |

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| SECTION VIII |
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| **DEPOSIT** |
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|  |
| (1) |  | Rental deposit |  |
|  |  |  |  |
|  |  | The deposit shall be payable fifteen (15) days after signing of the Tenancy Agreement or thirty (30) days before the Commencement Date of the Tenancy Agreement, whichever is earlier. The Tenant shall on the signing hereof deposit with the Landlord the sum specified in this Agreement to secure the due observance and performance by the Tenant of the agreements stipulations and conditions herein contained and on the Tenant’s part to be observed and performed. The deposit shall be retained by the Landlord throughout the term free of any interest to the Tenant and in the event of any breach or non-observance or non-performance by the Tenant of any of the agreements stipulations or conditions aforesaid the Landlord shall be entitled to terminate this Agreement forfeit the deposit and claim further compensation for the damages thus incurred. Notwithstanding the foregoing the Landlord may in any such event at its option select not to terminate the Tenancy Agreement but to deduct from the deposit the amount of any monetary loss incurred by the Landlord in consequence of the breach non-observance or non-performance by the Tenant in which event the Tenant shall as a condition precedent to the continuation of the tenancy deposit with the Landlord the amount so deducted within seven (7) days upon notice issued and if the Tenant shall fail so to do the Landlord shall forthwith be entitled to re-enter on the Premises or any part thereof in the name of the whole and to terminate this Agreement forfeit the deposit and claim further compensation for the damages thus incurred. |  |
|  |  |  |  |
| (2) |  | Increase in rental deposit |  |
|  |  |  |  |
|  |  | Should the Tenancy Agreement provide for an increase in rent during the term the Tenant shall pay to the Landlord no later than thirty (30) days before the Commencement Date of the Tenancy Agreement by way of an increase in the deposit a sum proportional to the increase in rent and the payment of such increase shall be a condition precedent to the continuation of the Tenancy. If Tenant fails to pay such sum, the Landlord shall reserve its right to exercise all its remedies in accordance with this Agreement.  |  |
|  |  |  |  |
| (3) |  | Electricity deposit |  |
|  |  |  |  |
|  |  | In addition to the aforesaid deposit, the Tenant shall within fifteen (15) days after signing of the Tenancy Agreement or thirty (30) days before the Commencement Date of the Tenancy Agreement, whichever is earlier, deposit with the Landlord the sum specified in this Agreement to secure the due discharge of all charges for electricity consumed in or supplied to the Premises. The deposit shall be retained by the Landlord throughout the term free of interest to the Tenant and in the event of a failure to discharge the charges for electricity, the Landlord shall be entitled to deduct from the deposit the amount of the electricity charges not discharged by the Tenant in which event the Tenant shall as a condition precedent to the continuation of electricity services to the Premises deposit with the Landlord the amount so deducted. |  |
|  |  |  |  |
| (4) |  | Increase in electricity deposit |  |
|  |  |  |  |
|  |  | Should the monthly charges for electricity supplied to or consumed in the Premises exceed the Electricity Deposit defined in (3) above, the Tenant shall be required to pay to the Landlord by way of an increase in the Electricity Deposit a sum calculated by the Landlord to exceed the monthly charges for electricity and such increase shall be a condition precedent to the continuation of electricity services to the Premises. |  |
|  |  |  |  |
| (5) |  | Repayment of deposit |  |
|  |  |  |  |
|  |  | Subject as aforesaid all deposits shall be refunded to the Tenant by the Landlord without interest within thirty days after the expiration of this Agreement and the delivery of vacant possession to the Landlord or within thirty days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach non-observance or non-performance of any of the agreements stipulations or conditions herein contained and on the part of the Tenant to be observed and performed or within thirty days after the relevant telecommunication authority has cleared the Tenant’s telephone account or has deregistered its address of the Premises with SAIC, tax authority and/or any Government lawful authority by the Tenant at its own cost, whichever is the latest. |  |
|  |  |  |  |
| (6) |  | Deposit Top-up and Payment |  |
|  |  |  |  |
|  |  | Tenant agrees that if by the 7th day after the Commencement Date stated in this Schedule it has not top up or pay rental and electricity deposits for the Premises to the total amount stated in Part 5 of this Schedule, the Landlord shall have the right to act in accordance to the terms and conditions of Section VII (1) of the Standard Conditions to notify the Tenant in writing form of the immediate termination of the Tenancy Agreement (without penalty to the Landlord), or suspend providing services to the Tenant including but not limited to disallowing supply of electricity to the Premises(the Landlord shall not be legally responsible for any loss incurred to the Tenant), and under such circumstances, the Tenant hereby agrees to fully cooperate with the Landlord to ensure that rental and electricity deposits shall be promptly paid up or top up by the Tenant for lifting suspension of services to the Tenant. |  |
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| SECTION IX |
|  |
| **REGULATIONS** |
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|  |
| (1) |  | Introduction of Regulations |  |
|  |  |  |  |
|  |  | The Landlord reserves the right from time to time and by notice in writing to the Tenant to make and introduce and subsequently amend adopt or abolish if necessary such Regulations as it may consider necessary for the operation and maintenance of the Building as a first class office Building. |  |
|  |  |  |  |
| (2) |  | Conflict |  |
|  |  |  |  |
|  |  | Such Regulations shall be supplementary to the terms and conditions contained in this Agreement and shall not in any way derogate from such terms and conditions. In the event of conflict between such Regulations and the terms and conditions of this Agreement the terms and conditions of this Agreement shall prevail. |  |

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| SECTION X |
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| **INTERPRETATION AND MISCELLANEOUS** |
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|  |
| (1) |  | Marginal notes headings and index |  |
|  |  |  |  |
|  |  | The marginal notes headings and index are intended for guidance only and do not form part of this Agreement nor shall any of the provisions of this Agreement be construed or interpreted by reference thereto or in any way affected or limited thereby. |  |
|  |  |  |  |
| (2) |  | Condonation not a waiver |  |
|  |  |  |  |
|  |  | No condoning excusing or overlooking by the Landlord of any default breach or non-observance or non-performance by the Tenant at any time or times of any of the Tenant’s obligations herein contained shall operate as a waiver of the Landlord’s rights hereunder in respect of any continuing or subsequent default breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in future unless expressly so provided. |  |
|  |  |  |  |
| (3) |  | Letting notices |  |
|  |  |  |  |
|  |  | During the three months immediately preceding the expiration of the term the Landlord shall be at liberty to affix and maintain without interference upon any external part of the Premises a notice stating that the Premises are to be let and such other information in connection therewith as the Landlord shall reasonably require. |  |
|  |  |  |  |
| (4) |  | Exclusion of warranties |  |
|  |  |  |  |
|  |  | The Tenancy Agreement sets out the full agreement reached between the parties and no other representations have been made or warranties given relating to the Landlord or the Tenant or the Building or the Premises and if any such representation or warranty has been made given or implied the same is hereby waived. |  |
|  |  |  |  |
| (5) |  | Name of Building |  |
|  |  |  |  |
|  |  | The Landlord reserves the right to name the Building with any such name or style as it in its sole discretion may determine and at any time and from time to time to change alter substitute or abandon any such name and without compensation to the Tenant provided that the Landlord shall give the Tenant and the postal and other relevant Government Authorities not less than three months’ notice of its intention so to do. |  |
|  |  |  |  |
| (6) |  | Governing Law and Jurisdiction |  |
|  |  |  |  |
|  |  | The Tenancy Agreement shall be governed by and construed in accordance with the Laws of the People’s Republic of China. Should any dispute arise under the Tenancy Agreement and agreement cannot be reached through consultation between the Landlord and the Tenant then either party may refer the dispute to Beijing Arbitration Commission in Beijing or its successor for mediation and arbitration in accordance with its Provisional Rules for Procedure. Any arbitration award shall be final and binding on both parties. |  |
|  |  |  |  |
| (7) |  | Gender |  |
|  |  |  |  |
|  |  | Unless the context otherwise requires words herein importing the masculine gender shall include the feminine and neuter and words herein in the singular shall include the plural and vice versa. |  |
|  |  |  |  |
| (8) |  | Business License |  |
|  |  |  |  |
|  |  | Prior to signing of the Tenancy Agreement, the Tenant shall produce to the Landlord for inspection the business license or registration certificate issued by the Government of the People’s Republic of China and an original attorney form and/or Letter of Authorisation and/or in the case where the Tenant is a corporation Minutes of Directors’ Meeting of the Tenant authorising the Tenant’s representative to execute the Tenancy Agreement.  |  |
|  |  |  |  |
| (9) |  | Service of Notices and Documents |  |
|  |  |  |  |
|  |  | Any notice under this Tenancy Agreement shall be in writing. Any notice to be given hereunder shall be served on the other party’s mailing address or facsimile or E-mail, which is provided by the parties after signing this Tenancy Agreement, and any notice to be served on the Tenant shall be sufficiently served if delivered at the Premises or if forwarded by prepaid registered post to the Tenant’s last known place of business or residence in China. |  |
|  |  |  |  |
|  |  | The service methods of notices and/or documents of a party (the “Sending Party”) that could reach the other party (the “Receiving Party) shall be sufficiently served as follows: in the case of sending by post, the Sending Party has sent such notices and/or documents to the Receiving Party’s contact address as specified herein and/or to the address as recorded in the Receiving Party’s business license via prepaid registered post three (3) days after posting. In case of sending notice by facsimile or E-mail, the notice shall be treated as served immediately on the day upon which it is sent unless it is returned by the system and if the date of service is a non-working day, the notice shall be treated as served on the next business day; in case of sending notice by hand, the notice shall be treated as served upon the date of receipt. If the Receiving Party rejects receiving the notice, the Sending Party may choose to take photograph and/or video recording of the delivery process, leaves down the notice with the Receiving Party and it shall be deemed as served. Any Party may choose one or several of the above-mentioned methods to send the notices and/or documents to the other party. |  |
|  |  |  |  |
|  |  | If a party’s mailing address or facsimile or E-mail changes during the Tenancy Term, the notice of change shall be given to the other party in written form within three (3) days after the change. Should this Tenancy Agreement enter into litigation or arbitration, the party shall notify the judicial or arbitral bodies in writing accordingly on the change of address or facsimile or E-mail. Otherwise, the notice and/or document shall be deemed as served even if the Receiving Party has not received it due to change of address or facsimile or E-mail and any loss shall be borne by the Receiving Party. |  |

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|  |  |  |
| For and on behalf of the Tenant in the |  |  |
|  |  |  |
| presence of: |  |  |
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|  |  | COMPANY CHOP |