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|  | REA (Beijing) Consulting Co., Ltd |  |
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|  | TENANCY AGREEMENT |  |
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| **Date**  **Party** | AN AGREEMENT made this day of  Two Thousand and Twenty-three BETWEEN the party named and described as Landlord in Part 1 of the Schedule hereto (“the Landlord” which expression shall where the context admits include its successors and assignees) of the one part and the party named and described as the Tenant in Part 1 of the Schedule hereto (“the Tenant”) of the other part. |  |

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|  | WHEREBY IT IS AGREED as follows: |  |

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| **Premises**  **Terms**  **Rent** | The Landlord shall let and the Tenant shall take All That portion of the building complex situated at (“the Building” described in Part 2 of the Schedule hereto and is more particularly delineated in Pink on the plan (s) annexed hereto (the external surfaces of the walls window frames and glass being excluded) Together with all those fixtures fittings furniture and appliances specified in Part 6 of the Schedule hereto (if any) “the Premises” Together with the right to use in common with the Landlord and all others having the like right of the entrances staircases landings passages in the Building insofar as the same are necessary for the proper use and enjoyment of the Premises and except insofar as the Landlord may from time to time restrict such use in order to carry out maintenance and/or in the case of an emergency And Together Also with the use in common as aforesaid of any lifts serving the Premises whenever the same shall be operating for the term defined in Part 3 of the Schedule YIELDING AND PAYING therefore throughout the said term the rent, management fee and prevailing VAT as is set out in Part 4 of the Schedule in manner as set out in the Standard Conditions. |  |

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| **Legal Costs** | Each party will bear its own legal costs and any other related costs incurred in the preparation and execution of this Agreement as required by Government. |  |

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| **Standard Conditions** | This Agreement is subject to the Standard Conditions of Tenancy Agreement of\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Standard Conditions”) hereto annexed and shall contain the several Landlord's and Tenant's covenants and proviso therein set forth subject however to the amendments specified in Part 7 of the Schedule and the two shall be read together as one agreement. Any word or expression to which a specific meaning has been attached in any part of this Agreement or of the Standard Conditions shall bear such specific meaning wherever it may occur. |  |

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| THE SCHEDULE |

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| **PART 1** | - PARTICULARS OF PARTIES | | | | | | | | |  |
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|  | Landlord | : |  | | | | | | |  |
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|  | Tenant | : | REA (Beijing) Consulting Co., Ltd | | | | | | |  |
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| **PART 2** | - PARTICULARS OF LAND BUILDING AND PREMISES | | | | | | | | |  |
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|  |  | | | Level | | | : |  |  |  |
|  |  | | | Units | | | : |  |  |  |
|  |  | | | Net Area | | | : |  | |  |
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|  | The Tenant shall accept as final and conclusive the area of the Premises as measured by persons appointed by the Landlord. | | | | | | | | |  |
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| **PART 3** | - PARTICULARS OF TERM. | | | | | | | | |  |
|  |  | | | | | | | | |  |
|  | Length | | | | : | Three (3) Years | | | |  |
|  | Date of Commencement | | | | : | 1st January 2024 | | | |  |
|  | Date of Expiry | | | | : | 31st December 2026 | | | |  |
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| **PART 4** | - PARTICULARS OF RENT, MANAGEMENT FEE AND VAT | | | | | | | | |  |
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| 1. | The Rent (inclusive of air-conditioning charges during normal office hours) for the period from the Commencement Date to the Expiration Date of the said term shall be RENMINBI \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per calendar month. | | | | | | | | |  |
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| 2. | The Management Fee for the period from the Commencement Date to the Expiration Date of the said term shall be RENMINBI \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per calendar month. | | | | | | | | |  |
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| 3. | **Value-Added Tax (VAT)** | | | | | | | | |  |
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|  | The Rent and the Management Fee (“Taxable Sums”) stated in this Tenancy Agreement are exclusive of VAT, unless expressly stated otherwise, and the Tenant shall pay to the Landlord the sum equivalent to the VAT on such Taxable Sums based on the VAT Rates set out below. | | | | | | | | |  |
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|  | Based on the VAT’s “simplified taxation” and “general taxation” method implemented by the Government of the People’s Republic of China (“PRC”) or relevant PRC tax authorities (hereinafter called “the Authorities”) and adopted by the Landlord the applicable VAT rates for the Rent and the Management Fee are 5% and 6% respectively. | | | | | | | | |  |
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|  | For the avoidance of doubt, if the Authorities change the VAT policies (e.g. taxation method, VAT rates, etc.) at any time during the Tenancy Term, the Tenant shall pay to the Landlord such sum equivalent to the VAT on the Taxable Sums as imposed by the Authorities at that time of imposition. | | | | | | | | |  |
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| **PART 5** | **PARTICULARS OF DEPOSIT** | | | | | | | | |  |
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|  | The Rental Deposit (equivalent to \_\_\_\_\_\_\_\_\_\_\_ months’ rental and management fee and its applicable VAT) and Electricity Deposit subject to increase in accordance with Section VIII of the Standard Conditions shall be RENMINBI \_\_\_\_\_\_\_\_\_\_\_\_\_. | | | | | | | | |  |
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| **PART 6** | **FIXTURES & FURNISHES** | | | | | | | | |  |
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|  | The affixed suspended ceiling grids, ceiling tiles, light boxes with fluorescent tubes (without electrical connection), air diffusers, smoke detectors, PA speakers, emergency lighting, fire sprinkler system in the standard open office plan provision, screed cement flooring and white painted wall within the Premises will be provided upon the delivery of possession of the Premises. | | | | | | | | |  |
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| **PART 7** | **SPECIAL CONDITIONS** | | | | | | | | |  |
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|  | **Electricity Charges** | | | | | | | | |  |
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|  | The Landlord shall have the right to adjust the rate from time to time during the Tenancy Term in accordance to the approved rate set by the relevant department of the People’s Government of Beijing Municipality. | | | | | | | | |  |
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|  | **Service of Notices and Documents** | | | | | | | | |  |
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|  | Any notice and/or documents under this Agreement shall be served in writing on each party in accordance with the following contact’s address as stated below. If such contact and/or address changes, the updated contact and/or address shall be notified in writing in advance. | | | | | | | | |  |
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|  | Landlord: 中国国际贸易中心股份有限公司二期物业中心  Address:  Zip code:  E-mail:  Attn: | | | | | | | | |  |
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|  | Tenant: REA (Beijing) Consulting Co., Ltd  Address:  Zip code: 100004  E-mail:  Attn: | | | | | | | | |  |
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|  | **Other Charges** | | | | | | | | |  |
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| a) | The Tenant shall pay all charges in respect of any service or provision of chargeable facilities (charges hereafter "Charges") in relation to the lease of the Premises. Charges are stated in the Tenants' Handbook/ Fitting-Out Handbook which will be provided by the Landlord upon request by the Tenant. | | | | | | | | |  |
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| b) | Charges may be updated from time to time when necessary and the Tenant shall pay updated Charges to the Landlord from the time of effective updating of Charges. | | | | | | | | |  |
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| c) | During the Tenancy Term and upon request by the Landlord's Management Office, the Tenant shall sign Supplementary Agreement with the Landlord’s Management Office for the use of service and facilities that are chargeable and the effective period of Charges shall be from the time the Landlord first provides such services or facilities to the Tenant. | | | | | | | | |  |
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| d) | For the avoidance of doubts, it is hereby expressly declared that the Sub clause (a) to (c) above shall also apply to any renewal term of lease. | | | | | | | | |  |
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|  | **Requirement for Compliance with Regulations, Rules and Lawful Measures during National or Local Crisis** | | | | | | | | |  |
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|  | In the event of national or local crisis, infectious diseases, natural disasters or other emergencies resulting in rules, lawful measures and regulations to be imposed by the Government of China on the public and tenants, the Tenant shall comply with relevant rules, regulations and lawful measures issued by the Government of China and actively cooperate with and implement government-related regulations without delay. The rules, regulations and lawful measures shall include but not limited to:-  (a) promptly signing of corresponding notices and letters of undertaking in line with government related regulations,  (b)promptly reporting any suspected cases of infected personnel, requiring all employees and individuals of the Tenant to resolutely comply with and implement government policy measures and Landlord’s request,  (c) AND promptly reporting and rectifying conducts that do not comply with government policies and measures, and cooperate with the government's specific requirements for suspension of operations or any other necessary measures. In this case, the Tenant shall agree not to violate relevant government regulations, lawful measures and rules issued by the Government of China, and to indemnify the Landlord against any breach of any government regulations, rules and lawful measures by its conduct.    And if the Tenant fails to comply with and perform any of or all the above-mentioned requirement for compliance, the Landlord shall reserve its right:-  (a) to seek compensation from the Tenant for any loss sustained,  (b) right to terminate this Agreement,  (c) right to forfeit the rental and electricity deposits of the Tenant,  as a result of the Tenant's non-compliance.  The Tenant shall be responsible for any loss due to the fault of Tenant in not fulfilling the requirement for compliance of all the above mentioned and in such an event, the Landlord shall have the right to prohibit the Tenant from entering the Premises until the Tenant undertakes to rectify the situation and comply with any or all the above in accordance with government's lawful measures, regulations, policies, rules and specific requirements of the Landlord. | | | | | | | | |  |
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| **PART 8** | The Agreement for this lease of the Premises shall comprise of this Schedule and the Standard Conditions hereto annexed and it shall constitute a valid and enforceable agreement between the Landlord and the Tenant in respect of the Premises upon the signature and imprinting of company stamp of both parties. | | | | | | | | |  |

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