

# LEASE CONTRACT

**Lessor:** [NAME OF LESSOR] ("Party A")

Registration Domicile: Beijing, China

Legal Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

**Lessee:** [NAME OF LESSEE] ("Party B")

Registration Domicile: Beijing, China

Legal Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

## RECITALS:

WHEREAS Party A is the owner of a building located at \_\_\_\_\_ [give full address of building], consisting of \_\_\_\_\_ square metres (\_\_\_\_\_ m<sup>2</sup>) (which is the gross area, including shared area for common use), as more fully described in Appendix 1 hereto (the "Premises");

AND WHEREAS Party B desires to lease the Premises and Party A has agreed to lease the Premises to Party B under the terms and conditions hereinafter set forth.

NOW THEREFORE the Parties hereby agree as follows:

### 1. LEASE OF PREMISES

Party A agrees to lease the Premises to Party B and Party B agrees to lease the Premises from Party A and accepts the terms and conditions in this Lease Contract. At all times during the term, Party B shall possess the exclusive use of the Premises for Party B's business purposes, including its representative office, and other lawful activities.

### 2. LEASE TERM AND EXTENSION

2.1 The initial term of the lease ("Initial Term") shall be for a period of \_\_\_\_\_ years, commencing from \_\_\_\_\_ [insert date] and ending on \_\_\_\_\_ [insert date].

2.2 Upon expiration of the Initial Term, Party B shall have the right to extend the lease of the Premises for an additional \_\_\_\_\_-year period, ending on \_\_\_\_\_ [insert date] ("Extended Term"). The Parties will enter into a lease contract for the Extended Term at least \_\_\_\_\_ [month(s)] prior to the expiration of the Initial Term. The basic terms and conditions applicable to the Extended Term will be the same as those set out herein, except for \_\_\_\_\_ [list any changes to the terms, such as an increase in the Rent, etc.].

2.3 If Party A fails to enter into a lease contract for the Extended Term, Party A shall return \_\_\_\_% of the total renovation expenses paid by Party B for the renovation of the Premises to Party B before the expiration of this Lease Contract. If Party B fails to extend the rental of the Premises for the Extended Term, Party B shall pay \_\_\_\_% of the annual Rent separately before the expiration of this Lease Contract.

2.4 After expiration of the Extended Term, Party B shall have the right of first refusal prior to Party A leasing the Premises to another party. For purposes of this provision, Party B's right of first refusal means that if Party B offers the same amount of annual Rent as another genuine offer from another party, Party A shall accept the rental offer from Party B.