

OFFICE BUILDING PRE-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: _____

Date of Lease: _____

WHEREAS:

1. Party B wishes to pre-lease from Party A an office building to be built in _____
[insert city where building will be located];
2. Party A is legally entitled to execute a pre-lease; and
3. In accordance with the provisions of the Contract Law of the People's Republic of China and the Building regulations, and on the basis of free will, equity, fairness and good faith, the parties hereto, after mutual consultation, have reached an agreement on the lease of the Building, which may be executed as a pre-lease.

NOW THEREFORE, Party A and Party B hereby agree on the following terms and conditions and agree to perform this Agreement according to such terms and conditions:

ARTICLE 1 – THE PRE-LEASED BUILDING

- 1.1 The office building (hereinafter referred to as the "Building") that Party A pre-leases to Party B is located at _____ [address], _____ District, _____ [city]. For details of the Building location, including the estimated construction area, see Appendix A, attached hereto.
- 1.2 The purpose of the Building shall be for _____ [insert what the Building is to be used for, e.g. office, research and development, etc.].
- 1.3 The plane figure of the Building is set forth in Appendix B, attached hereto, with the shaded part indicating the leased area.

- 1.4 Party A, as the owner of the Building, executes this Pre-Lease Agreement with Party B. At the time of execution of this Agreement, Party A warrants that the Building shall be free of any existing mortgage or any potential legal dispute.
- 1.5 The main fitment and facilities of the Building are indicated in Appendix C, attached hereto. The actual condition of the Building, as delivered, shall be the standard of its delivery. Both parties shall sign a confirmation document which will be regarded as the voucher for Party A's delivery of the Building, and shall be used as the basis for the test and acceptance when Party B returns the Building to Party A at the termination of this Agreement.

ARTICLE 2 – PURPOSE OF BUILDING USAGE

- 2.1 Party B shall use the Building in accordance with the purpose, style of operation and service mark as stipulated in Appendix D, attached hereto. Party B shall abide by all national and municipal regulations concerning the use and property management of buildings.
- 2.2 Party B shall not, without the written consent of Party A and the approval of the relevant authorities, alter the said use, style of operation or service mark of the Building.

ARTICLE 3 – TERM OF LEASE

- 3.1 The term of the Lease shall be for a period of _____ (_____) [*insert the number of years in both words and numerals*] years, commencing on the _____ day of _____, _____ and terminating on the _____ day of _____.
- 3.2 Upon expiration of the Lease term, Party A shall have the right to take back the Building and Party B shall promptly return the Building. In the event that Party B wishes to renew the Lease, Party B shall notify Party A of its intention to renew at least _____ (_____) [*insert the number of months in both words and numerals*] months prior to the expiration of this Agreement.

THIS IS A 16-PAGE DOCUMENT, INCLUDING ATTACHMENTS.