

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 29, 2023

Structure Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Cayman Islands
(State or other jurisdiction
of incorporation)

001-41608
(Commission
File Number)

98-1480821
(IRS Employer
Identification No.)

611 Gateway Blvd., Suite 223
South San Francisco, California
(Address of principal executive offices)

94080
(Zip Code)

Registrant's telephone number, including area code: (628) 229-9277

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
American Depositary Shares (ADSs), each representing three ordinary shares, par value \$0.0001 per ordinary share	GPCR	Nasdaq Global Market
Ordinary shares, par value \$0.0001 per share*		Nasdaq Global Market*

* Not for trading, but only in connection with the registration of the American Depositary Shares.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Shanghai Operations Lease

On June 29, 2023, Shanghai ShouTi Biotechnology Co., Ltd., the Company's wholly owned subsidiary. ("Shanghai ShouTi") entered into a lease agreement (the "Operations Lease") with Shanghai Changtai Business Management Co., Ltd. for the lease of approximately 22,500 square feet of office space located in Shanghai, China, for the Company's research and development operations office. The commencement date of the Operations Lease is expected to be January 1, 2024 and will expire on December 31, 2026, unless terminated earlier (the "Operations Lease Term"). The annual base rent under the Operations Lease will be approximately 5.20 million yuan, or approximately US\$0.72 million based on the exchange rate as of June 29, 2023. The Company will also be responsible for the payment of additional costs and fees relating to the use of the premises during the Operations Lease Term. The Company may request to renew the Operations Lease at the end of the Operations Lease Term on terms to be agreed upon by the parties.

Shanghai Laboratory Lease

On June 29, 2023, Shanghai ShouTi, entered into a lease agreement (the "Lab Lease") with Shanghai Chuangzhi Space Entrepreneurship Incubator Management Co., Ltd. for the lease of approximately 8,400 square feet of laboratory space located in Shanghai, China for the Company's research and development activities. The commencement date of the Lab Lease is expected to be February 1, 2024 and will expire on January 31, 2027, unless terminated earlier (the "Lab Lease Term"). The annual base rent under the Lab Lease will be approximately 1.99 million yuan, or approximately US\$0.27 million based on the exchange rate as of June 29, 2023. For the second year, the annual base rent under the Lab Lease will be approximately 2.05 million yuan, or approximately US\$0.28 million based on the exchange rate as of June 29, 2023. For the third year, the annual base rent under the Lab Lease will be approximately 2.12 million yuan, or approximately US\$0.29 million, based on the exchange rate as of June 29, 2023. Shanghai ShouTi will also be responsible for the payment of additional costs and fees relating to the use of the premises during the Lab Lease Term. Shanghai ShouTi may request to renew the Lab Lease at the end of the Lab Lease Term under similar terms and conditions.

U.S. Office Lease

On June 29, 2023, Structure Therapeutics USA Inc., the Company's wholly owned subsidiary ("Structure USA") entered into a sublease agreement (the "Sublease") with Aligos Therapeutics, Inc. for the sublease of approximately 11,800 square feet of office space located in South San Francisco, California for the Company's corporate headquarters. The commencement date of the Sublease is expected to be August 1, 2023 (the "Sublease Commencement Date") and will expire on August 31, 2027, unless terminated earlier (the "Sublease Term"). The annual base rent under the Sublease will initially be approximately US\$0.49 million, and will be increased by three percent (3%) on each anniversary of the Sublease Commencement Date. The Sublease also provides that, so long as Structure USA is not in default under the Sublease, it will be entitled to abatement of its monthly base rent for the first four months of the initial Sublease Term. Structure USA will also be responsible for the payment of additional costs and fees relating to the use of the premises during the Sublease Term. Structure USA may request to extend the Sublease on terms based upon the market rate at such time, and in accordance with the terms agreed upon by the parties.

The foregoing descriptions of the Operations Lease, Lab Lease and Sublease do not purport to be complete and are qualified in their entirety by reference to the full text of the Operations Lease, Lab Lease and Sublease, copies of which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K, respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Lease Agreement, by and between the Company and Shanghai Changtai Business Management Co., Ltd., dated June 29, 2023.
10.2	House Leasing Contract, by and between Shanghai ShouTi Biotechnology Co., Ltd. and Shanghai Chuangzhi Space Entrepreneurship Incubator Management Co., Ltd., dated June 29, 2023.
10.3	Sublease, by and between Structure Therapeutics USA Inc. and Aligos Therapeutics, Inc., dated June 29, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Structure Therapeutics Inc.

Date: July 6, 2023

By: _____ /s/ Raymond Stevens
Raymond Stevens, Ph.D.
Chief Executive Officer

SHANGHAI PREMISES LEASE CONTRACT

Important Notice

1. This Contract applies to issues in respect of pre-lease of commercial housing situated within the administrative jurisdiction and of such premises the rent of which is determined by related parties by means of negotiation on the reasonable market value basis, which both kinds of properties or premises exclude any publicly-owned residence property leased in return for a rent provided by Shanghai Municipal Government, public welfare premises which are for non-residence purposes, leased as appropriate administratively allocated, and which are built with investment by related government, as well as such privately-owned premises the lease of which have been made prior to the implementation of the Regulations of Shanghai Municipal Government on Premises Lease (hereinafter referred to as “the Regulations”), in return for a rent as specified by Shanghai Municipal Government.

2. The pre-lease as referred to hereinabove is only allowed to be made in respect of such commercial housing as is built by related property developers, and for which commercial housing a pre-sales permit has been duly obtained, except for any commercial housing which has been pre-sold by related property developers; provided, however, no pre-lease may be made by any pre-buyer of commercial housing.

3. The terms of “FOR LEASE” and “FOR PRE-LEASE” as appearing herein are for indicative purposes, denoting that related provisions or clauses marked with such terms apply to lease or pre-lease, as indicated respectively. When this Agreement following this notes part is used as a premises lease agreement, only those provisions marked with the word “Lease” will be included and adopted as integral part of such lease agreement; likewise, when used a commercial housing pre-lease contract, only those provisions marked with the word “Pre-lease” of the Model Agreement, as well as provisions in respect of “Pre-lease Related Issues” as set out in the Supplemental Provisions (Additional Terms and Conditions), may be included and adopted as integral parts of the pre-lease contract intended to be concluded. The remaining provisions or clauses without the mark () followed shall be included in a related agreement or contract as general terms which apply to issues in respect of both lease and pre-lease.

4. In case this Contract is to be used for intended pre-lease of commercial housing, the Parties to such pre-lease shall, after related property developer has followed required the original registration of real estate and acquired a real estate ownership certificate, upon completion of built of such commercial housing enter into and execute a Commercial Housing Use and Delivery Form. All terms and conditions in respect of the Pre-lease Agreement previously made by the Parties shall have been fully fulfilled upon the Commercial Housing Use and Delivery Form enters into effect.

5. This Contract serves as the Model Text for Premises Pre-lease (for trail implementation), which is prepared by Shanghai Administration of Property and Land Recourses and Shanghai Municipal Bureau for Industry and Commerce, in accordance with the Regulations of Shanghai Municipal Government on Premises Lease. The terms and conditions contained herein are indicative and the parties to the lease may choose to adopt them or any of them. For the matters not covered in this Contract, the Parties may enter into a supplementary agreement through negotiation.

6. Prior to execution of this Contract, the Landlord is required to present to the Tenant its real estate ownership and land use right certificate or other related ownership certificate, and the property developer shall present to the pre-lessee the pre-sale permit duly obtained. Each party to the intended pre-lease shall verify the identity certificate of the other and provide the other its own identity certificate. If the premises are leased to migrants, the landlord shall also show the Premises Lease Public Security Permit issued by the local public security department.

7. Related parties concerned shall, within fifteen (15) days upon execution of this Contract, follow related formalities of registration of lease agreement for purposes of putting on file. Especially, for premises lease, related parties to such lease shall go through related formalities with the real estate exchange center or the Farm system filing office, which is established for the place where such leased premises is located, and apply for a certificate of premises lease registration and recording; in the case of pre-lease of commercial housing intended only for non-locals or overseas residents, related formalities shall be followed with Shanghai Municipal Real Estate Exchange Center for putting such pre-lease on file; in the event of pre-lease of commercial housing intended only for locals or nationals, related formalities shall be followed with appropriate Real Estate Exchange Center established for the place where such pre-leased premises is located, for putting such pre-lease on file. After the pre-leased commercial premises are completed and obtains the real estate title certificate, the parties will sign a pre-leased commercial premises handover form, and then register and file the lease with the real estate exchange or the farm system acceptance office where the premises are located, and receive the lease contract registration and filing certificate. After the lease contract has been registered and filed, it can defend against any third party in the event of repeated pre-leases, leases, transfer of the title of the premises during the lease term, or disposition after being mortgaged.

8. In case only one party intends to apply for registration of lease contract for putting on file while the other is unwilling to cooperate therewith as requested, such party intending to apply for registration thereof may independently go through related formalities for registration for putting on file, by presenting the lease agreement in question, its valid identification certificate, as well as other related instruments.

9. The deposit is to secure the performance of this Contract. The establishment and amount of the deposit may be stipulated by the Landlord and the Tenant in the contract when the premises are leased. The amount of the deposit shall be agreed upon by the Parties to the lease. Upon termination of the lease, the deposit, after deducting the relevant costs and expenses payable by the Landlord as specified in the contract, shall be refunded to the Tenant.

10. This Model Contract may be available, on a cost basis, at the Real Estate Exchange Center or Farm System Filing Office, at Shanghai municipal level or the place, county where the related premises is located. The parties shall read this Contract carefully and understand the contents of each provision carefully before using the form of this Contract.

11. This Contract serves only as a model text for reference by related parties.

12. Where the leasehold hereunder is established under the help of agency or brokerage, related parties to a lease shall require such brokerage or broker to sign on the last signature page hereof.

Shanghai Premises Lease Contract

(Contract No.:)

BETWEEN:

Landlord (Party A): Shanghai Changtai Business Management Co., Ltd.

[For Lease]

Tenant (Party B): Shanghai ShouTi Biotechnology Co., Ltd.

THIS CONTRACT is made and entered into by and between Party A and Party B, through mutual friendly negotiation based on the principles of equality, voluntariness, fairness and good faith, regarding the lease by Party A to Party B of the real property which Party A is entitled to lease, in accordance with the Contract Law of the People's Republic of China and the Regulations of Shanghai Municipality for Premises Lease (hereinafter as "Regulations"), with the terms and conditions as follows.

Article 1 Details of the Premises

1.1. The Premises to be leased by Party A to Party B are located at **Units 01, 02, 03, 04, 05, 11th Floor, No. 1, Lane 2889, Jinke Road, Pudong New Area**, Shanghai ("Premises"). The gross floor area (GFA) of the Premises is 2094.01 square meters (the area is subject to the actual measurement report issued by the government authority). The Premises shall be used as **office**; the type of the Premises is an **office building**, and the building structure of the Premises is a **reinforced concrete structure**. A floor plan of the Premises is attached hereto as Appendix A. It is acknowledged that Party A has presented to Party B the followings:

[For Lease] Real Estate Title Certificate/Real Property Title Certificate: [Certificate No.: Shanghai (2016) Pudong Real Property No. 019457].

1.2. The leasehold is established between Party A, as the owner of the real property of the Premises, and Party B.

1.3. The scope, conditions and requirements for use of the shared or common parts of the Premises, the status of the existing decorations, fixtures and equipment, and the contents, standards, as well as other issues in respect of those decorations and fixtures to be added by Party B with the consent of Party A, are set out in appendices attached hereto respectively. Both Parties agree that the aforesaid Appendices shall become the basis for the acceptance of the Premises, when the Premises is delivered by Party A to Party B and when returned by Party B to Party A upon termination of this Contract.

1.4. Party A and Party B confirm that, before signing this lease contract, Party A has set up a mortgage on the property.

1.5. Refer to the Supplemental Provisions hereof for details.

Article 2 Purpose

- 2.1. Party B undertakes to Party A that the Premises leased hereunder is to be used as **office** room and Party B will comply with any and all related applicable provisions concerning the premises use and property management of the State and Shanghai Municipal Government.
- 2.2. Party B hereby warrants that during the Lease Term, no change will be made to the mutually agreed usage of the Premises without prior written consent of Party A and, if required by applicable laws and regulations, the approval from relevant competent authorities after due process of examination and approval thereby,.

Article 3 Handover Date and Lease Term

- 3.1. Both Parties agree that Party A shall deliver to Party B the Premises on the date of **October 1, 2023**. The lease term of the Premises shall be from **January 1, 2024 to December 31, 2026**.
- 3.2. Upon expiry of the Lease Term, Party A shall have the right to repossess the Premises, and Party B shall return the Premises to Party A on time. Where Party B intends to renew the lease hereunder, it shall deliver a written request to Party A at least six (6) months prior to expiration of the Lease Term and shall, subject to Party A's consent, sign a renewal contract.
- 3.3. Refer to the Supplemental Provisions hereof for details.

Article 4 Rent, Method and Time Limit of Payment

- 4.1. Party A and Party B agree that the daily rent per square meter of construction area of the Premises is (RMB) [6.8] yuan, and the rent of the Premises will remain unchanged within 36 months. See the supplementary terms for details.
- 4.2. Party B shall pay rent to Party A on or before the 25th day of each month. If the payment is overdue, Party B shall pay liquidated damages at 0.05% of the total overdue payable amount for each overdue day.
- 4.3. Please refer to the Supplementary Terms for details on how Party B pays the rent.

Article 5 Deposit and Other Fees

- 5.1. Upon receiving the Deposit, Party A shall issue a receipt to Party B. Upon termination of this lease, the Deposit, as received by Party A hereunder, after offsetting the amounts due and payable by Party B hereunder, shall be refunded to Party B without interest.
- 5.2. All costs and fees relating to the use of the Premises incurred during the Lease Term, such as water, electricity, communication, equipment, property management, air-conditioning service during non-business hours, parking and energy service, shall be borne by Party B.
- 5.3. For the above-mentioned expenses that Party B is responsible for, the calculation or apportionment method, payment method and time, etc., please refer to the Supplementary Terms for details.

Article 6 Requirements for Use and Responsibility for Maintenance of the Premises

- 6.1. During the Lease Term, Party B shall notify promptly Party A to repair or make good any damage or failure occurred to the Premises or its attached facilities whenever such damage or failure comes to his attention; Party A shall within 7 days upon receipt of such notice from Party B, make appropriate correction or repair; otherwise, Party B may make such repair on behalf of Party A, and the reasonable costs thereof shall be borne by Party A.
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- 6.2. During the Lease Term, Party B shall reasonably use and take proper care of the Premises and any fixtures therein. Party B shall be liable for making repair of any damage to or failure in the Premises or any fixtures therein (other than normal tear and wear) caused by misuse or unreasonable use by Party B. If Party B refuses to make repair upon request of Party A, Party A may make repair on behalf of Party B, and the reasonable costs thereof shall be borne by Party B.
- 6.3. Party A shall ensure the normal usable and safe conditions of the Premises and all fixtures therein during the Lease Term. Party A shall notify Party B of any scheduled inspection and/or maintenance on the Premises 24 hours in advance. During the course of inspection and maintenance, Party B shall provide cooperation for that purpose. Party A shall minimize the impact of such inspection and maintenance on Party B's use of the Premises.
- 6.4. Except for the decorations, fixtures and equipment listed in Appendix C hereto, if Party B intends to add any decoration, fixture or equipment, it shall obtain the prior written consent of Party A; if such addition shall be subject to the examination and approval of the competent authority according to the applicable laws and regulations, Party B shall obtain the approval from the competent authority in advance. The ownership of such added fixtures and equipment, made by Party B, as well as maintenance responsibilities thereof shall be otherwise provided in writing agreement between Party A and Party B.
- 6.5. Refer to the Supplemental Provisions hereof for details.

Article 7 Conditions of the Returned Premises

- 7.1. Unless Party A consents to the renewal hereof intended by Party B, Party B shall return the Premises to Party A upon expiration of the Lease Term. If Party B fails to do so without consent from Party A, Party B shall pay Party A an occupancy fee of RMB [/] per square meter of construction area per day for each day of delay. Please refer to the supplementary terms for details.
- 7.2. The Premises returned by Party B shall be restored to the original conditions when the Premises was delivered. The intended return of the Premises shall be subject to due inspection and acceptance by Party A, and in the event of acceptance by Party A of intended return, each party shall pay up any and all amounts that shall be borne by such party respectively.
- 7.3. Refer to the Supplemental Provisions hereof for details.

Article 8 Sublease, Assignment and Exchange

- 8.1. Except as Party A consents to sublease by Party B as provided for in the Supplemental Provisions hereof, Party B, during the entire lease term hereof, may not sublease a part of the Premises to any third party unless a prior written consent has been obtained from party A.
 - 8.2. For any intended sublease of this Premises, Party B shall sign a sublease contract with the related sub-lessee in writing, and shall file such sublease with the Real Estate Exchange at the place where the Premises are located in accordance with relevant regulations.
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8.3. During the Lease Term, any sublease of the Premises by Party B to any third party or the exchange of the Premises by Party B with the premises leased by others, is subject to a prior written consent of Party A. Upon completion of such sublease or exchange, the assignee of the lease or the person with whom Party B exchanges premises shall enter into a contract whereby the lessee is changed and the changed lessee agrees to perform the terms and conditions contained herein.

8.4. Refer to the Supplemental Provisions hereof for details.

Article 9 Conditions for Termination

9.1. Both Parties agree that this Contract shall be terminated and neither Party is liable to the other Party upon occurrence of any of the following circumstances during the Lease Term:

- (i) The right to use the land occupied by the Premises is withdrawn prior to the expiry date according to law;
- (ii) The Premises are requisitioned for public interest according to law;
- (iii) The Premises are listed in the scope of demolition and relocation for the needs of urban construction according to law;
- (iv) The Premises are damaged, destroyed or assessed as a dangerous property;

9.2. It is agreed that, under any of the following circumstances, either Party may notify the other in writing to terminate this Contract. The breaching Party shall pay liquidated damages equal to (refer to the Supplemental Provisions hereof for details) times of the monthly rent to the non-breaching Party; if the non-breaching Party suffers losses more than the liquidated damages, the breaching Party shall also indemnify the non-breaching Party the difference between the losses and the liquidated damages.

- (i) Failure on the part of Party A to deliver the premises as scheduled and the failure continues for a period of 7 days upon request by Party B for delivery;
- (ii) The Premises delivered by Party A fail to conform to the stipulations hereof, thus frustrating the lease purpose described herein; or the Premises delivered by Party A are defective, thus threatening the safety of Party B;
- (iii) Party B changes the purpose of the Premises without written consent of Party A;
- (iv) The main structure of the Premises is damaged due to any reason of Party B;
- (v) Party B sublets the Premises, or assigns the right of rent regarding the Premises or exchanges with others their respective leased premises without the prior consent of Party A;
- (vi) Failure by Party B to pay due rent for a period of 1 month aggregately.

9.4. Refer to the Supplemental Provisions hereof for details.

Article 10 Liabilities for Breach

10.1. Party A shall be held liable for compensation for any loss suffered or sustained by Party B as a result of failure of Party A to inform Party B that the Premises has been mortgaged or transfer of title to the Premises is restricted.

10.2. Party A shall be liable for compensation for any property damage or bodily injury caused to Party B as a result of damage to the Premises caused by reason of failure of Party A to perform the repair and/or maintenance responsibilities set forth herein, during the Lease Term.

10.3.If Party B fits out or adds fixtures in the Premises without the prior written consent of Party A or beyond the scope or requirement accepted by Party A in writing, Party A may demand Party B to make restitution of the Premises and pay compensation.

10.4.Refer to the Supplemental Provisions hereof for details.

Article 11 Miscellaneous

11.1.If Party A intends to mortgage the Premises during the Lease Term, it shall give a written notice to Party B.

11.2.This Contract shall become effective as of being duly signed and sealed by both Parties.

11.3.Any matter not covered herein shall be specified in the supplementary provisions reached by the Parties through friendly negotiation. The Supplemental Provisions and the appendices hereto are the integral parts of this Contract. The printed words or provisions hereof and those words inserted in the blank space intentionally left in this Contract, its Supplemental Provisions, as well as appendices attached hereto shall have same force. If there is any conflict between any supplementary provision or appendix and this Contract, the supplementary provision and the appendix shall prevail.

11.4.Each Party has understood its rights, obligations and responsibilities hereunder when this Contract is entered into, and agrees to strictly comply with the terms and conditions of this Contract. If either Party breaches this Contract, the other Party is entitled to claim against the breaching Party for damages in accordance with this Contract.

11.5.This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising from or in connection with the performance of this Contract shall be resolved between both Parties through mutual friendly negotiation; if no successful settlement can be reached through negotiation, the second option indicated below will be used by the Parties to resolve the dispute:

(i) Submit to Shanghai Arbitration Commission for arbitration;

(ii) File an action before the people's court where the Premises are located.

11.6.This Contract, together with its appendices attached hereto, are made and executed in five counterparts. Each Party shall keep two counterparts respectively, and the remaining one counterpart shall be filed with Shanghai Pudong New Area Real Estate Exchange Center. All counterparts hereof shall have the equal legal effect.

11.7.Refer to the Supplemental Provisions hereof for details.

Supplementary Provisions

In accordance with Article 11.3 of the Shanghai Premises Lease Contract entered into by the Parties (hereinafter referred to as "This Contract"), the Parties hereby enter into the Supplemental Provisions with respect to the following matters (hereinafter referred to as "Supplementary Provisions"). These Supplementary Provisions, the body of the Contract and all annexes and appendices hereto are collectively referred to as the "This Contract". In case of any consistence between the body of the Contract and these Supplementary Provisions or any annex or appendix hereto, these Supplementary Provisions and the annex or appendix hereto shall prevail.

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1. Definitions

For the purpose of this Contract, the following terms shall have the meaning defined below, unless it is otherwise required in the context:

- 1.1. "Handover Date" shall mean the date of October 1, 2023 as agreed upon by both Parties in Article 3.1 of this Contract.
 - 1.2. "Commencement Date" shall mean the date of January 1, 2024, or another date stipulated herein, or another date agreed upon by both Parties in writing.
 - 1.3. "Lease Term" shall mean the period from the Commencement Date to the date of termination of this Contract.
 - 1.4. Party B shall abide by the "Renovation Code", "Tenant Handbook", as well as other rules regarding the Premises and the public areas and public facilities formulated and/or amended from time to time by the property manager and/or Party A. Such guidelines, manual, rules and the updates and amendments notified by the property manager and/or Party A to Party B in writing from time to time shall be incorporated herein and become an integral part of this Contract.
 - 1.5. Party B agrees that, the floor number of the Premises as described in Article 1.1 of this Contract is solely designated by Party A and may not be the same as the actual floor. If the said number is different to the actual floor number, Party B will not make any claim or any other demand against Party A due to such difference.
 - 1.6. Party A has the right to hold or organize, or permit others to hold or organize any ceremonies, exhibitions, merchandise displays or promotional activities in any public area of the Building at the time, conditions and period it deems appropriate. For the purpose of this Contract, "Public Area" means that the public area of the Building that Party A grants Party B a non-exclusive right shared with other tenants, for Party B to access the Premises and use the Premises only, subject to the terms and conditions of this Contract. The property manager and/or Party A shall have the right to reasonably limit the scope of use mentioned above.
 - 1.7. The Premises are the property located at Unit 01, 02, 03, 04, 05, 11th Floor, Building A, Chamtime Plaza, No. 1, Lane 2889, Jinke Road, Pudong New Area.
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2. Supplemental Provision to Article 3 “Handover Date and Lease Term” of this Contract

2.1 Both Parties agree that the Commencement Date shall be the date of **January 1, 2024**. The Lease Term shall be **36** months, from **January 1, 2024** to **December 31, 2026**.

2.2 If Party A fails to hand over the Premises to Party B on the Handover Date, Party B agrees to give Party A a 30-day grace period. In this case, the decoration period and/or Lease Term shall be extended according to the number of days extended by Party A. After the grace period, if Party A still fails to hand over the Premises to Party B, Party A shall give Party B an extra day of rent-free period for each day of delay. If the handover is delayed for more than 120 days, Party B may choose to terminate this Contract, and Party A shall refund the Deposit (without interest) paid by Party B within 30 days upon early termination of this Contract. Party B promises that in addition to this, Party A does not need to bear any responsibility for all losses suffered by Party B.

If Party B does not choose to terminate this Contract, Party A may continue to negotiate with Party B to postpone the Handover Date after the 120-day grace period until Party A finally hands over the Premises to Party B.

If Party B fails to sign this Contract or fails to pay the Deposit as specified in Article 4.1 hereof on time, or fail to prepay one month's rent and one month's property management fee before handover, Party A is not obliged to give Party B the rent-free period mentioned above.

If Party B fails to go through the formalities for inspection and acceptance of the Premises on the Handover Date, the expiry date of the decoration period and the rent-free period and the starting date of the Lease Term specified herein shall remain unchanged, and the days of the period from the Handover Date to the date of completion of the said formalities shall be deducted from Party B's decoration period (if any) and the Lease Term. Party A shall have the right to charge Party B the management fee, overtime air-conditioning fee and other fees from the starting date of the Decoration Period in accordance with this Contract.

2.3 Handover Procedures and Standards:

2.3.1. Party B shall inspect and accept the Premises together with Party A on the Handover Date. After the acceptance, both Parties shall sign a leased commercial premises handover form and go through the handover formalities.

2.3.2. Party A guarantees that on the Handover Date, Chamtime Plaza (including the Building, elevator halls and stairwells, etc.) has passed the inspection and commissioning required by the applicable laws and regulations, and Party A has obtained the permit and license required for the lease and operations of the office building under the laws and regulations. In addition, Party A will comply with the land, building and property laws and regulations and maintain such permit and license full force and effect throughout the License Term.

2.3.3. For details of Party A's handover standards, please refer to Appendix C. If the Premises fail to meet the handover standards, it shall be treated as Party A's delay in handover and Party A shall make remedy.

2.3.4. Party B shall commence the decoration in the Premises after the completion of handover procedures, and its decoration works shall comply with this Contract and the rules regarding decoration provided by Party A and/or the property manager.

If Party B intends to do the decoration in advance and Party A agrees so in writing, the date when Party B enters into the Premises shall be deemed as the Handover Date and it shall be deemed that Party A has handed over the Premises.

2.4 Decoration period and the rates of fees during the decoration period:

2.4.1. Party A agrees to grant Party B a three-month decoration period from October 1, 2023 to December 31, 2023. Except exemption of the rent the decoration period, Party B shall perform all its obligations under this Contract, including but not limited to the due and payable property management fee, electricity bill, energy service fee, air conditioning fee beyond the normal business hours (if any), any tax and/or charge payable by Party B related to the Premises and all other fees and expenses incurred from Party B's use of the Premises, from the Handover Date.

2.4.2. During the decoration period, the property management fee shall be reduced by **50%**, i.e. **RMB [16.00] per month per square meter of GFA**; however, if Party B starts its office operations in the Premises during the decoration period, 100% property management fee shall be paid by Party B from the date when Party B starts its office operations in the Premises.

2.5 **Renewal and Rent Adjustment.** If Party B intends to renew the lease after the Lease Term, it shall give a written notice of its intention of renewal to Party A at least six (6) months prior to the expiration of the Lease Term, and Party B must rent the Premises in whole during the renewal term. Party A has sole absolute discretion to approve or disapprove the renewal, while Party B has the priority to renew the lease under the equivalent conditions. The rent and lease terms and conditions during the renewal term will be agreed upon by the Parties according to the market conditions and a renewal lease contract will be signed. If Party B does not give a notice in accordance with the agreements mentioned above, it shall be deemed as a waiver of renewal.

3. Supplemental Provision to Article 4 "Rent, Terms and Time Limit of Payment" of this Contract

3.1. Price of Rent and Monthly Rent:

3.1.1. Party B shall, on the Commencement Date (other than the Decoration Period), pay the rent of the month thereof to Party A. The price of rent is RMB [6.80] per day per square meter of GFA ("Daily Rent"). The monthly rent shall be calculated according to the following formulas:

$$\text{Monthly Rent (RMB [433,111.07])} = \text{Daily Rent (RMB [6.80])} \times 365 \text{ days} / 12 \text{ months} \times \text{GFA of the Premises (2094.01 m}^2\text{)}$$

3.1.2. The rent of the Premises is fixed during the Lease Term (i.e. from January 1, 2024 to December 31, 2026).

3.2. The rent shall be paid by Party B as follows:

3.2.1. The rent and the property management fee for the first month shall be paid prior to the Handover Date, and subsequently, the monthly rent shall be paid on or before the 25th day of previous month in advance. Party A shall issue a valid invoice for the payment to Party B within five (5) business days upon receiving the payment from Party B.

3.2.2. Party B shall remit the monthly rent to Party A's account below within the time limit according to Article 3.2.1 hereof and provide a proof of payment by fax or any other means acceptable to Party A on the date of payment:

RMB Account:

Account Name: Shanghai Changtai Business Management Co., Ltd.

Bank: Industrial and Commercial Bank of China, Shanghai Baoshan Sub-branch

Account Number:

3.3. If Party B delays payment, it shall pay 0.05% of the overdue amount on a daily basis as a late fee.

3.4. Both Parties hereby confirm that the rent payable by Party B to Party A hereunder is exclusive of property management fee, electricity bill, energy service fee, air conditioning fee beyond the normal business hours (if any), all taxes and charges payable by Party B related to the Premises and all other fees and expenses incurred from Party B's use of the Premises.

4. Supplemental Provision or Amendment to Article 5 "Deposit and Other Fees" of this Contract

4.1. Deposit:

4.1.1. The security deposit under this contract is equivalent to the total of three-month rent (RMB) [1,299,333.21] yuan and three-month property management fee (RMB) [201,024.96] yuan, namely (RMB) [1,500,358.17] yuan (the "Security Deposit").

Within 5 working days after signing this contract or before the delivery date specified in Supplementary Terms 1-1 (whichever occurs earlier), Party B shall pay the corresponding deposit to Party A's following accounts (or other accounts recognized in writing by Party A) within the period specified in this Supplementary Terms, and provide Party A with corresponding proof of payment on the payment date:

The above three months' rent will be paid to the RMB account:
Account Name: Shanghai Changtai Business Management Co., Ltd.
Bank: Industrial and Commercial Bank of China, Shanghai Baoshan Sub-branch
Account Number:

The property management fee for the above three months shall be paid to the RMB account:
Account Name: Shanghai Changtai Business Management Co., Ltd.
Bank: China Minsheng Bank Shanghai Caohejing Sub-branch
Account Number:

4.1.2. If Party B violates any provision of this Contract within the term of this Agreement, Party A has the right to deduct any amounts payable by Party B (including but not limited to rent, property management fee, overtime air-conditioning fee and other fees), liquidated damages and/or indemnification for Party A's damages caused by Party B or its employees, agents, or visitors/customers, from the Deposit. If the balance of the Deposit in Party A's account is less than the amount specified in this Article 4.1.2 due to such deduction and/or compensation, Party B shall pay the difference to Party A within 3 business days upon receipt of a written notice from Party A. However, Party B shall not use the Deposit to offset any other payable amounts, including but not limited to the monthly rent, property management fee or other fees payable by Party B.

4.1.3. Upon expiration of this Contract, if Party A confirms that Party B has returned the Premises and the parking lot and fully paid the due and payable amounts, Party A shall refund the Deposit in full (without interest) within one month. If Party B fails to pay any payable amount, Party A shall have the right to deduct such amount from the Deposit, and shall have the right to recover the deficiency (if any) from Party B, or shall refund the balance (if any) to Party B (without interest).

4.1.4. Party B shall not transfer the Deposit to any third party as a security for its debts to the third party.

4.1.5. Party B shall maintain the Deposit in the amount specified in Article 4.1.1 hereof during the Lease Term.

4.2. Property Management Fee. The property management fee shall be RMB [32.00] per month per square meter of GFA. The monthly property management fee shall be RMB [67,008.32]. The monthly property management fee shall be paid on or before the 25th day of the previous month in advance. Party A reserves the right to uniformly adjust the property management fees of Chamtime Plaza based on actual conditions.

Party B shall remit the deposit for the property management fee and the monthly property management fee to Party A's account below (**or another account designated by Party A**) within the time limit specified herein and provide a proof of payment by fax or any other means acceptable to Party A on the date of payment:

RMB Account:

Account Name: Shanghai Changtai Business Management Co., Ltd.

Bank: China Minsheng Bank Shanghai Caohejing Sub-branch

Account Number:

4.3. Electricity Bill. Party B shall pay electricity bill and other utilities and corresponding energy service fee according to the actual consumption of electricity showed in the separately installed electricity meter.

4.4. Overtime air-conditioning fee.

4.4.1. The "non-business hours" referred to in Article 5.2 of this Contract shall mean any time except 8:30 AM - 7:00 PM Monday to Friday and 8:30AM – 13:00PM Saturday, and Sundays, statutory holidays and any other breaks as the government advises business enterprises and public institutions to implement. If Party B requests the air-conditioning service during non-business hours, it shall submit a written request to Party A or the property manager at least one business day in advance and shall pay the fees for the period supplying the air-conditioning service as requested. The overtime air-conditioning fee shall be paid together with the property management fee for the next month. Refer to the property management service manual for the rate of air-conditioning service during non-business hours.

4.5. The costs of energies (including electricity, air-conditioning fee and energy service fee, etc.) actually consumed by Party B shall be borne by Party B. Such costs shall be calculated and allocated as follows:

4.5.1. For the costs not measured by separate meters and other unforeseen expenses, they shall be determined by Party A or its designated property manager with a reasonable method, such as leased area, office hours, or overtime work hours.

4.5.2. Other fees and charges assessed by the laws and government regulations on the use of the Premises shall be paid according to the laws or regulations.

5. Supplementary Provisions or Amendment to Article 5 "Use Requirements and Maintenance Responsibilities" of This Contract

5.1. Party A's responsibility for maintenance of the Premises is limited to the main structural part of the Premises, public areas and public facilities, and the fixtures in the Premises provided by Party A that have not been modified or added by Party B. For the avoidance of doubt, unless otherwise stipulated in this Contract, during the Lease Term, Party B's responsibility for maintenance and replacement includes but is not limited to the following:

(i) The fixed facilities and equipment parts provided by Party A located in the Premises and exposed to the visible range (including but not limited to air-conditioning vents, power expansion equipment, fire alarm devices and sprinkler systems);

(ii) The consumables provided by Party A;

(iii) The facilities furnished by Party B.

The “fixtures” referred to herein shall mean the fixtures listed in Appendix C attached to this Contract.

If Party B becomes aware that there is any damage to or failure in the fittings, facilities or equipment in the Premises and listed in Appendix C attached hereto, it shall promptly give a notice requesting Party A or the property manager to repair, and shall not repair it by itself without prior authorization (provided that, in some urgent cases, Party B may make certain necessary interim repair to the extent that such repair is for the purpose of mitigating immediate damages or risks to any property or employee of Party B). Party B shall be liable for any damages, personal injury and property losses resulting from any repair and maintenance conducted by Party B or its employees or agents on any damage to or failure in the Premises or any fittings, facilities or equipment listed in Appendix C attached hereto. If it is impossible for Party A or the property manager to make repair within 24 hours upon receiving the notice from Party B, due to the special nature of the damage or failure, additional time shall be granted to Party A or the property manager necessary for making or completing the repair.

5.2. Entry inspection (supplementing Article 6.3 of this Contract). If Party A or the property manager hired by Party A has to enter the Premises for maintenance, environmental sanitation, anti-theft, fire prevention, disaster prevention, rescue or other management purposes of the Building, Party A shall notify Party B in writing at least 24 hours in advance, except in the event of any emergency, in which case, Party A shall notify Party B promptly afterwards (for emergency arrangement, refer to Article 11.1 of these Supplementary Provisions).

5.3. All costs and expenses incurred from the matters mentioned in Article 6.4 of this Contract shall be borne by Party B, but Party A shall give necessary assistance to Party B in obtaining relevant approvals. The equipment and facilities added by Party B shall remain the property of Party B, and Party A is not responsible for maintenance of such equipment and facilities. Upon request of Party B, Party A shall assist Party B in repair, and the reasonable costs for such repair shall be borne by Party B. In this case, Party B shall cooperate with and support Party A's operations.

All costs and expenses incurred from the decoration, fixtures or equipment added by Party B, including but not limited to costs of fit-out, addition and modification, costs of equipment and materials, as well as all taxes and government charges incurred therefrom, shall be solely borne by Party B.

5.4. Civilized Construction. In view of the different move-in date of the tenants, in order to ensure the normal business environment of the tenants who move into the Building before Party B, Party B shall carry out decoration works during the decoration hours specified by Party A and in the manner of civilized construction. Party B shall not pile up construction materials or tools on the public passage or any place outside the Premises. If Party B violates this provision, it shall indemnify Party A or other tenants against all losses and damages resulting therefrom.

5.5. Liabilities for the acts of third parties. If any sub-tenant, sub-lessee, employee, worker, customer, visitor, servant, agent or licensee of Party B, or any person permitted by Party B explicitly or impliedly to use or occupy the Premises commits any breach of contract, negligence or default, it shall be deemed as Party B's breach, negligence or default and Party B shall be liable for it. For the avoidance of doubt, Party B shall indemnify Party A against and hold Party A harmless from any personal injury or property loss or damage to Party A and/or the property manager or any other person directly or indirectly caused by any of the following accidents resulting from any fault of Party B:

(i) Failure or improper maintenance in any appliance, electric device or electric cable in the Premises;

- (ii) Blockage or damage to any water pipe or water closet in the Premises (if any);
- (iii) Spreading of fire or smoke in the Premises;
- (iv) Damage to any public area in the Building by Party B.

5.6. Party A is not liable for any damage of Party B caused by any of the following events when Party B is using the Premises during the Lease Term:

- 5.6.1. Natural disaster or any other force majeure;
- 5.6.2. Damage caused by pest, theft, robbery or any other criminal offense;
- 5.6.3. Any disaster not caused by Party A's willful misconduct or negligence;
- 5.6.4. Interruption in supply of water, electricity or gas caused by the normal maintenance or first-aid repair of the Building or adjacent unit;
- 5.6.5. Any damage caused by any other tenant;

5.7. Engineering and Fit-out Works:

When carrying the decoration or fit-out works, Party B shall comply with this Contract, the tenant decoration guidelines and the tenant manual and other regulations and rules regarding decoration or fit-out developed and/or amended by Party A and/or the property manager from time to time.

If Party B violates this Contract, the tenant decoration guidelines and the tenant manual and other regulations and rules regarding decoration or fit-out developed and/or amended by Party A and/or the property manager from time to time, it shall be liable for all consequences arising therefrom, including but not limited to the costs and expenses of removal, addition and modification required by the government authorities. In addition, Party B shall indemnify Party A against all losses, claims, expenses and actions resulting from Party B's violation of this provision. If Party B fails to do so, Party A shall have the right to deduct and collect such costs and expenses from the Deposit, and recover the deficiency (if any) from Party B.

5.8. If any government authority imposes any rectification requirement on the decorations performed or completed by Party A according to Party B's requirements or the decorations performed or completed by Party B in the Premises (including but not limited to firefighting facilities) at any time during the Lease Term, Party B shall make correction as required by the government authority. All liabilities and costs incurred from such correction shall be solely borne by Party B, including but not limited to any liabilities and costs caused from its influence on the tenants of adjacent units. Party A is not liable for such liabilities and costs.

5.9. Partition and Decoration. If Party B needs to partition and decorate the Premises, it shall provide Party A with a copy of the design and construction drawings 14 days before construction. If Party A has reviewed and approved it, Party B shall sign a decoration commitment letter to Party A.

5.10. Party B shall strictly comply with the Decoration Code and the User Manual.

6. Supplementary Provisions or Amendment to Article 7 “Conditions of Returned Premises” of This Contract

- 6.1. Party B shall return the Premises to Party A no later than 5:30 PM on the date of termination of this Contract. If Party B fails to return the Premises within the time limit without Party A’s prior written consent, from the day next to the date of termination of this Contract to the date of actual return of the Premises, Party B shall pay Party A the occupancy fee at two times of the Daily Rent specified in Article 3.1.1, the property management fee and other fees due and payable by Party B for the use of the Premises. If Party B’s delay to vacate the Premises causes other damages to Party A, Party B shall also indemnify Party A against such damages. However, payment of the occupancy fee, property management fee and damages shall not be construed as renewal or continuation of the lease.
 - 6.2. Upon expiration of the Lease Term or early termination of this Contract, Party B shall immediately restore the Premises and all fixtures, fittings and equipment in the Premises to the original conditions according to the standards of Chamtime Plaza, and after it is inspected and confirmed by Party A (but Party A shall not unreasonably withhold or delay the inspection and confirmation), Party B shall return the Premises in good and leaseable conditions (other than normal wear and tear) to Party A. Both Parties may also agree to keep any interior decoration, fit-out or fitting in the Premises, but Party A shall not be required to make any compensation to Party B. Party B undertakes that, regardless of the termination of this Contract due to whatever reason, Party B will not claim any compensation against Party A, including the compensation for any decoration or fit-out in the Premises or any facility added by Party B after the Premises are handed over to Party B.
 - 6.3. If Party B fails to return the Premises to Party A upon expiration of the Lease Term or early termination of this Contract, in addition to receiving from Party B, from the date next to the date of termination of this Contract and on a daily basis, the occupancy fee (at two times of the Daily Rent specified in Article 3.1.1), the property management fee (on a daily basis at the rate of the then daily property management fee) and other fees, Party A shall also have the right to open the locks of the Premises and replace the locks and keys of the Premises three (3) days after expiration or early termination (as the case may be) of this Contract at the presence of Chinese notary public or Chinese lawyer as witness, and remove all items out of the Premises, including but not limited to furniture, fixtures and other additions, and vacate and repossess the Premises. The costs of removal, notarization fee or attorney’s fee shall be solely borne by Party B. Party A is not liable for any damages or Party B’s losses resulting therefrom. For the items left by Party B in the Premises, Party A shall have the right to charge a storage fee against Party B, and shall also have the right to, by the means it considers appropriate, sell, transfer, discard or otherwise dispose of such items and use the proceeds therefrom (if any) to offset any amounts owed by Party B to Party A and indemnify Party A against all damages actually incurred or to be incurred from such event. However, at no events Party A shall pay any amount or make compensation to Party B for such items.
 - 6.4. If Party B fails to return the Premises in accordance with the provisions of this Contract, Party A shall have the right to take all necessary actions to make the return of the Premises comply with the provisions of this Contract or the applicable laws and regulations at the costs of Party B. In addition, Party B shall pay the occupancy fee, property management fees and other fees in accordance with Article 6.3 hereof to Party A according to the days that Party A spends to make the return of the Premises comply with the provisions of this Contract and the applicable laws and regulations. If Party B fails to return the Premises in accordance with the provisions of this Contract and causes other damages to Party A (including but not limited to Party A’s acquirable interests of leasing the Premises to any third party, and the liquidated damages paid by Party A under any other lease contract arising from delay to hand over the Premises to another tenant due to the delay in return hereunder), Party B shall also indemnify Party A against such damages.
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6.5. If Party B uses the address of the Premises as the registered address of Party B's for the corporation registration or other relevant licenses, approvals or permits, Party B shall provide the proof showing that the registered address has been changed to another address when Party B returns the Premises. If Party B fails to comply with the provisions above, Party A has the right to temporarily retain Party B's Deposit until the change registration of Party B's registered address has been completed. If Party A has refunded the Deposit and then finds that Party B failed to actually handle or complete the cancel or change the registration in which the address of the Premises is used as the registered address or business address, it shall be deemed as Party B's breach, and Party A has the right to charge liquidated damages against Party B equal to the sum of monthly rents for two months.

7. Supplementary Provisions or Amendment to Article 8 "Sublease, Assignment and Exchange" of This Contract

7.1. Sublease.

7.1.1. Without the written consent of Party A, Party B shall not transfer, sublease or otherwise leave the possession of the Premises or any part thereof, whether by subletting, permitting, lending, sharing or any other way, resulting any third party to obtain the use or possession of the Premises or any part thereof, regardless of whether such use or possession is paid rent or other forms of consideration. If Party B violates this provision, Party A shall have the right to intermediately terminate this Contract, repossess the Premises and hold Party B responsible for the breach.

7.1.2. If Party B obtains Party A's written consent to sublease/subletting, Party B shall procure its sub-tenant/sub-lessee to comply with this Contract and the rules and regulations established by Party A, and be jointly and severally liable for the obligations of the sub-tenant/sub-lessee under this Contract and the sublease/subletting contract.

7.1.3. In case of subleasing/subletting the Premises with Party A's written consent, the sublease/subletting contract shall meet the following requirements:

7.1.3.1. The expiry date of the sublease/subletting contract shall not be later than the expiry date of this Contract; otherwise, the excessive period shall be invalid, and Party A shall have the right to repossess the Premises from Party B and/or its sub-lessee upon expiration of the Lease Term of this Contract.

7.1.3.2. During the sublease/subletting term, in addition to the rights and obligations under the sublease/subletting contract, Party B shall continue performing its obligations under this Contract and shall be jointly and severally liable for the obligations of the sub-tenant/sub-lessee.

7.1.3.3. During the sublease/subletting term, the sublease/subletting contract shall be modified, terminated or expired accordingly upon modification, termination or expiration of this Contract.

8. Supplementary Provisions or Amendment to Article 9 "Conditions for Termination" of This Contract

8.1. The Parties agree to amend Article 9.2 of this Contract as follows:

Party A and Party B agree that in any of the following circumstances, the observant party may notify the breaching party in writing to terminate this contract. In addition to requiring the breaching party to pay liquidated damages, the observant party may also reserve the right to seek compensation for losses caused to the observant party due to the early termination of the contract due to the breaching party. The penalty for breach of contract is 50% of the entire security deposit and the rent from the day following the date of early termination of this contract to the date of termination of the lease term.

8.2. Both Parties agree to add the following provisions after Article 9.2.6 of this Contract:

- 8.2.1. Party B fails to pay any of the payable expenses under this contract and/or fails to make up the security deposit for more than 1 month.
- 8.2.2. Party B changes the structure of the Premises without Party A's written consent.
- 8.2.3. Party B uses the Premises for any illegal purpose.
- 8.2.4. Party B hinders or endangers any other tenant in the Building and fails to make effective remedy.
- 8.2.5. Either Party breaches any provision of this Contract and fails to make remedy within the time period specified in the written notice of the non-breaching Party or in this Contract, whichever is longer.
- 8.2.6. Party B damages any public facility in the Building or damages the overall image of the Building, and refuses to make compensation.
- 8.2.7. Party B is voluntarily or involuntarily bankrupt, or any person applies to the court for liquidation of Party B and the court has accepted such application for bankruptcy and liquidation of Party B, other than liquidation for the purpose of reorganization or merger and with the written consent of Party A.
- 8.2.8. Any other circumstances caused by either Party and thereby the other Party may early terminate this Contract in accordance with the laws and regulations.
- 8.2.9. Failure to complete the delivery procedures within seven days after the Handover Date defined in Article 1.1 of these Supplementary Provisions above due to the reason of Party B.

8.3. Both parties agree that the damage or loss of the Premises mentioned in item (4) of Article 9-1 of this contract or the Premises identified as dangerous is not caused by Party B and its employees, agents, visitors/customers. If the damage or danger to the building can be repaired within 14 days after the damage occurs or the appraisal is issued, and the reasonable commercial operation of the house and the part of the building that provides services for the house can be restored within 14 days after the damage occurs or the appraisal is issued, the contract shall not be terminated accordingly. However, Party B is not obliged to pay rent and other expenses during the affected period.

8.4. After the signing of this contract, if the Premises cannot be put into use due to force majeure and has been used for rental purposes for more than 6 months, Party B has the right to notify Party A in writing to unilaterally terminate this contract at the time specified in the notice, and Party B does not need to report to Party A Assume any liability for damages and be excused from paying rent for that 6-month impact period. If the period of influence does not exceed 6 months, Party B does not have the aforementioned right to terminate the contract and to be exempted from paying rent.

9. Supplementary Provisions or Amendment to Article 10 “Liabilities for Breach of Contract” of This Contract

9.1. Before the lease term expires, both parties shall not terminate the contract in advance without reason. If either Party terminates the contract without reason during the lease term, it is a serious breach of contract, and the breaching party must pay liquidated damages to the observant party. The liquidated damages shall be equal to the sum of the Deposit plus 50% of the rent during the period from the date of the lease termination by the breaching Party and the expiry date of the Lease Term. In addition, the non-breaching party may also reserve the right to seek compensation for losses caused to the non-breaching party due to the early termination of the contract due to the breaching party.

9.2. If Party B is late to pay any amount due and payable under this Contract (including but not limited to rent, Deposit, property management fee, other costs or liquidated damages, or damages), Party B shall pay a late fee to Party A at 0.05% of the defaulted amount on a daily basis. If Party B's delay in payment exceeds 30 days, Party A may cut off the supply of water, electricity and any other utilities, or obstruct Party B from further using the Premises, and all consequences arising therefrom shall be solely borne by Party B. However, if Party A unreasonably stops the supply of water, electricity or any other utilities or obstructs Party B from using the Premises, all consequences arising therefrom shall be borne by Party A.

9.3. Party B's special obligations:

9.3.1. Except for the designation and nameplate uniformly designed and provided by Party A or the property manager, Party B shall not install or display any advertisements, light boxes, bulletin boards, signs, decorations, flags, posters or other materials in the Premises facing outside the Premises, or outside the Premises, or on any place in any area visible outside the Building, or any public part or the Premises. If Party B violates the provisions above, Party A and/or the property manager shall have the right to remove such installed or displayed advertisements, light boxes, bulletin boards, signs, decorations, flags, posters or other materials, and all costs incurred therefrom shall be borne by Party B.

9.3.2. In the Premises, Party B shall not engage in or permit or acquiesce any illegal or immoral activities, or religious activities or other activities that Party A deems inappropriate, or activities that are unwelcome to other tenants or others, or activities that interfere with or would interfere with other tenants or others' normal use and access to the common parts of the Building or other premises in the Building.

9.3.3. Unless otherwise agreed by Party A in writing, Party B may only use the name of the Building in its business address, and may not use the name or mark of the Building in its business or in any other way.

10. Supplementary Provisions or Amendment to Article 11 "Miscellaneous" of This Contract

10.1. Article 11.2 of this Contract shall be amended as follows:

The Chinese execution version of this Contract shall prevail. This Contract, together with its appendices attached hereto, shall be made and executed in five counterparts. Party A and Party B shall keep two counterparts respectively, and the rest will be temporarily kept by Party A for the filing of the lease. Upon termination of this Contract (including early termination or expiration of the Lease Term, etc.), Party A may apply for cancellation of the filing of this Lease Contract.

10.2. Party B shall provide Party A with copies of the following documents (and check with the originals thereof for accuracy) on or before the date when this Contract is signed:

10.2.1. Its company registration certificate and other incorporation approval documents.

10.2.2. Its business registration certificate/business license.

10.2.3. Other company documents related to the use of the company seal or the authorization of the signatory of this Contract.

10.2.4. THE ID card or passport (photocopy) of the authorized signatory of this Contract.

10.3. Both Parties agree that if these Supplementary Provisions conflict or are inconsistent with this Contract, the Supplementary Provisions shall prevail.

10.4. The attorney's fees of each Party related to this Contract shall be borne by each Party respectively. The stamp duty imposed on this Contract and the pre-lease/lease filing fee with respect to this Contract charged by the competent real property administration authority shall be borne by each Party respectively according to the applicable regulations.

11. Access to the Premises

11.1. Party A and the property manager and their respective employees may, by giving a prior notice to Party B, access the Premises to conduct inspection or take appropriate actions for the purpose of maintenance, repair, sanitation, security, firefighting or person rescue of or in the Premises. Party A and the property manager and their respective employees shall use best efforts to give a notice to Party B at least one (1) day in advance, and shall take actions to minimize adverse effect on Party B's operations in the Premises. In the event of any emergency whereby it is impossible to give a prior notice to Party B, Party A and the property manager and their respective employees may access the Premises to conduct inspection and taking necessary actions without prior approval of Party B, but shall contact with Party B promptly thereafter.

11.2. Party A may lead potential assignee, new tenant or any other person interested, accompanied by Party B's persons, to visit the Premises at any reasonable time within six (6) months prior to the expiration of the Lease Term, by giving a notice to Party B at least one day in advance; provided, however, Party A shall minimize the adverse effect of such activities upon Party B's operations in the Premises.

11.3. Where Party A accesses the Premises in accordance this provision, Party B shall provide reasonable assistance to Party A.

12. Parking Space

12.1. Party B can use 3 non-fixed underground parking spaces for free, if Party B rents any parking spaces during the Lease Term subject to the availability of the parking spaces. The rent for underground unfixed parking spaces is RMB [750.00] per month per parking space.

12.2. Party A reserves the right to adjust the rate of the rent of parking spaces at Chamtime Plaza according to the actual conditions.

13. Other Matters

13.1. Party A shall keep the facilities and equipment of Chamtime Plaza (including but not limited to air-conditioning system, water supply system, drainage system, lighting equipment, wire and cable facilities) in good conditions (except for normal wear and tear).

13.2. Balcony on the same floor (if any): Party B is aware that its rental site does not include the balcony on the same floor of the Premises, and Party B should cooperate with the building property management company in the daily cleaning, maintenance and repair of the balcony. If Party B intends to use the balcony, both parties need to negotiate and sign relevant documents. If Party A uses the balcony on the same floor of the Premises, it will coordinate with Party B in advance and will not affect Party B's normal work.

14. Insurances

14.1. Party A will purchase insurances only for the risks of the Premises and name the owner of the Premises as the beneficiary in such insurances. In event of any insured event, all insurance benefits paid by the insurer shall belong to Party A or the owner of the Premises. Neither any property losses caused to Party B nor any personal injuries caused to Party B's staff as a result of such insured events shall entitle Party B to request to share any of such insurance benefits. Party B may, at its own costs, apply for property insurance for the properties or other items in the Premises, as well as employee health insurance and third party liability insurance.

14.2. Party B shall not engage in and permit other parties to engage in any activity which may cause the insurances for the Premises to become invalid in whole or in part, or cause increase of insurance premium. If Party A is required to reinsure or its insurance premiums is increased due to Party B's violation of the provisions of this Contract, Party B shall reimburse Party A for its reasonable costs.

15. Waiver, Partial Validity and Nonexclusive Remedy

15.1. When Party A learns of Party B's breach of contract (including Party B's overdue payment of due fees) and accepts Party B's continued payment of rent, property management fees or other expenses under this contract, it shall not be deemed as Party A's waiver of the right to pursue Party B's breach of contract. If Party A waives any rights stipulated in the terms of this contract, it shall be subject to Party A's written confirmation. If Party B's payment of rent or other expenses is insufficient, even if Party A accepts Party B's insufficient payment, it shall not affect Party A's right to recover the insufficient rent or arrears, nor shall it affect Party A's right to take other measures in accordance with this contract or legal provisions.

15.2. If any provision of this Contract is held invalid, illegal, the invalidity or illegality of such provision will not affect the validity and legality of other provisions of this Contract.

15.3. The rights and remedies of the Parties hereunder will not exclude or replace their respective rights and remedies under any applicable laws. If either Party breaches this Contract, the other Party may exercise or resort to any and all rights and remedies under this Contract and/or under all applicable laws, till all losses and damages of the other Party are fully compensated.

15.4. Party B hereby agrees and acknowledges that, unless otherwise specified in this contract, Party B does not have any right of first lease to this Premises (including the right of first lease to this Premises or any part thereof or any other rentable premises in the office building) or similar right. Except as otherwise provided in this contract, if any law or regulation grants Party B any other priority or lease priority to the Premises (including the lease priority to the Premises or any part thereof or any other rentable premises in the office building) or similar rights, Party B hereby expressly waives the above priority or lease priority and similar rights.

15.5. Party A and Party B hereby expressly agree that: after this contract takes effect, Party A has the right to sell the Premises and mortgage the Premises completely and independently, and has the right to negotiate with the mortgagee to dispose of the Premises by discount or sale or other methods. Party B does not need to notify Party B in advance or seek advice from Party B in advance. Party B hereby expressly undertakes that: Party B irrevocably and unconditionally waives its right to obtain any notification and any right of first refusal regarding Party A's sale, mortgage and other disposal of the Premises in accordance with the aforementioned provisions.

15.6. Party A shall have the right to sell, rent, lease, transfer, divide, use or dispose of the Building or any part thereof in any way, or to set up mortgage or encumbrance (including naming right) on the Building or any part thereof, and shall have the right to assign its rights and interests under this Contract (including but not limited to assignment of the Deposit for the Premises) without Party B's consent, to allow any person other than a party to this Contract to use or occupy the Building or any part thereof or assume or enjoy any and all rights and interests of Party A under this Contract. Party B shall not raise any objection to Party A's above-mentioned actions, or bring a lawsuit against Party A for any breach of this Contract by the new owner for any compensation (including claim for the Deposit), provided that the new owner has acknowledged and recognized the rights of Party B under this Contract. In addition, Party A has the exclusive right to change the name of the Building at any time.

16. Matters Not Covered

16.1 Any matters not covered in this Contract may be determined by the Parties in a supplementary agreement through friendly negotiation.

17. Notice

All notices and other communications required hereunder shall be in writing and sent to the following address or fax number by mail or fax:

Party A:	Shanghai Changtai Business Management Co., Ltd.	Party B:	Shanghai ShouTi Biotechnology Co., Ltd.
Attention:	Xia Qi	Attention:	Song Qizhong
Address:	No. 369 Chuanqiao Road, Pudong New Area, Shanghai	Address:	Room 502, Building A, Lane 2889, Jinke Rd, Pudong New Area, Shanghai
Zip Code:	201206	Zip Code:	201203
Fax:	86 (21) 5081 6889	Fax:	

The delivery date of any such notice shall be determined according to following principles:

- (i) Courier's service, express delivery or expedited delivery: on the day of delivery;
- (ii) Mail: the 12th day after it is sent by air registered mail;
- (iii) Fax: the 1st business day after it is transmitted.

During the term of this Contract, if either Party changes its mailing address, it shall promptly give a written notice to the other Party.

18. Undertakings

18.1. Before signing this Contract, Party B has carefully read and understood the relevant documents provided by Party A to Party B relating to the Premises for signing this Contract, i.e. Appendix A: Floor Plan of the Premises; Appendix C: Status of Existing Decorations, Fixtures and Equipment, and Agreement Regarding the Decorations and Fixtures to be added by Party B with the Consent of Party A; the Memorandum. Party B also undertakes that it will comply with all provisions of these documents.

18.2. Party B promises that Party A can use Party B's enterprise name, logo and business brand for free when promoting Chamtime Plaza and Party A's own enterprise, and does not have to bear any responsibility to Party B or any third party for this.

19. Others

19.1. Subject to the property management rules and regulations, Party B have the right to access the Premises 24 hours a day, 365 days a year.

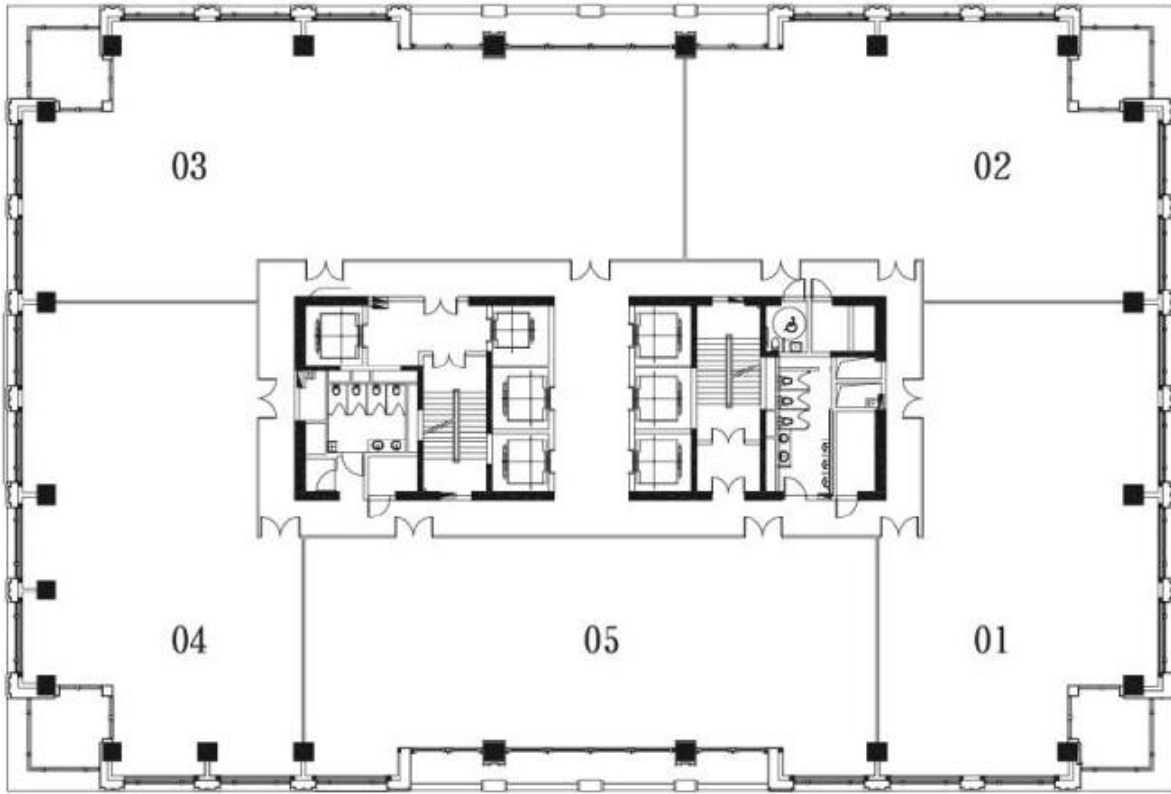
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Appendix A

Layout Plan of the Premises (for informational purpose only)

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Appendix B

Usage Scope, Conditions and Requirements for Use of the Shared or Common Parts of the Premises

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(Perforated Rider Seal Here)

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Appendix C

Status of Existing Decorations, Fixtures and Equipment, and

Agreement Regarding the Decorations and Fixtures to be added by Party B with the Consent of Party A

(Paste Here)

(Perforated Rider Seal Here)

Handover Standards

- 1) Party A shall provide and install the mineral wool board ceiling required for the ceiling of the 5th floor of Block A, keel and lamps (grid fluorescent lamp), lattice raised floor, central air-conditioning system, fire-fighting system, smoke detector and spray. Party B shall bear the cost for the transformation of ceiling and electromechanical systems (including: strong and weak current systems, air conditioning and drainage systems, fire protection systems, etc.)
 - 2) All latex painted walls (white) (except for the elevator hall and the glass curtain wall).
 - 3) Party A will provide electric curtains.
-

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Landlord (Party A):

Shanghai Changtai Business Management Co., Ltd.

Nationality:

Legal Representative:

Registration Certificate/ID Card No.:

Address:

Zip Code:

Tel.:

Authorized Representative:

Signature and/or Seal: Shanghai Changtai Business Management Co., Ltd.
Company Seal

Date of Signature:

Signed at:

Tenant (Party B):

Shanghai ShouTi Biotechnology Co., Ltd.

Nationality: US

Legal Representative: /s/ Raymond Stevens

Registration Certificate/ID Card No.:

Address:

Zip Code: 201203

Tel.:

Authorized Representative:

Signature and/or Seal: Shanghai ShouTi Biotechnology Co., Ltd. Company
Seal

Date of Signature:

Signed at:

House Leasing Contract

Between

[Shanghai Chuangzhi Space Entrepreneurship Incubator Management Co., Ltd.]

And

[Shanghai ShouTi Biotechnology Co., Ltd.]

House Leasing Contract

House Leasing Contract

This House Leasing Contract is made as of June 29, 2023, by and between:

Party A (Lessor): Shanghai Chuangzhi Space Entrepreneurship Incubator Management Co., Ltd.

Legal representative: Shirlene Yang Song

Designated contact person: Harry Zhu

Contact address: Building 2, No. 2966 Jinke Road, Shanghai Pilot Free Trade Zone

Tel: 13564136098

Email: harry.zhu@concoragroup.com

Party B (Lessee): Shanghai ShouTi Biotechnology Co., Ltd.

Legal representative: Raymond Charles Stevens

Designated contact person: Chris Song

Contact address: Unit 02, 5th Floor, Block A, No.2889, Jinke Road, Pudong New Area, Shanghai

Tel: 13917343265

Email: chris.song@structuretx.com

Regarding the house leasing matter under this Contract, Party A and Party B have reached the following agreement through friendly negotiation:

Part One

Basic Commercial Terms

I. Agreement

Zone:	Located at [No. 2966 Jinke Road, Shanghai Pilot Free Trade Zone].
House:	The Unit [401] of Building [2] located in the Zone (hereinafter referred to as the "House") has a building area of [780] square meters. Both parties confirm that the aforementioned building area is used as the basis for calculating the rent and property management fee of the House. If the building area is inconsistent with the area marked on the real estate certificate of the House, the calculation shall still be based on the aforementioned building area.
Leasing period:	[36] months, counting from the "starting date" to the "expiring date".
Rent-free period:	[1] month, from 02/01/2024 to 02/28/2024.
Signing date:	06/29/2023
Starting date:	02/01/2024
Expiring date:	01/31/2027
Rent:	<p>1st year:</p> <p>The rent unit price (including tax) from 02/01/2024 to 01/31/2025 is RMB [7.0] per square meter per day (building area); and the total rent for every [3] months is RMB [498,225.00];</p> <p>2nd year:</p> <p>From 02/01/2025 to 01/31/2026, the rent will increase by 3% annually based on the first year, with a unit price of RMB [7.21] per square meter per day (building area); and the total rent for every [3] month is RMB [513,171.75].</p> <p>3rd year:</p> <p>From 02/01/2026 to 01/31/2027, the rent will increase by 3% annually on the basis of first year, with a unit price of RMB [7.43] per square meter per day (building area); and the total rent for every [3] month is RMB [528,830.25].</p>
Decoration rent:	The unit price (including tax) of decoration rent from 02/01/2024 to 01/31/2027 is RMB [3.5] per square meter per day (building area); and the total decoration rent for every [3] month is RMB [249,112.50], and the decoration rent remains unchanged during the leasing period. Unless it is explicitly stipulated in the Contract that the rent specified in this Article is decoration rent, the rent payment obligation, breach of contract and the corresponding terms agreed herein shall apply to the decoration rent.
Property management service fee and parking management fee:	<p>The property management service fee (including tax) is RMB [30] per square meter per month (building area)</p> <p>The total property management fee for every [3] month is RMB [70,200.00]</p> <p>Parking management service fee (tax included): Party A shall reserve one fixed underground parking space for Party B at RMB700 per month and 14 non-fixed above-ground parking Spaces at RMB600 per month for each parking space.</p>

Deposit:	The deposit amount is the sum of the rent, decoration rent, and property management service fee (including tax) under this Contract for [3] months, which is RMB [817,537.50]. If the rent and property management service fee standards are adjusted during the leasing period as provided hereunder or as otherwise agreed between the parties, Party B shall make up the deposit to Party A within [7] days after the adjustment of the rent and property management service fee standards, based on the same calculation standards mentioned above.
Day/Month/Quarter:	The day, month, and quarter referred to in this Contract are calendar day, calendar month, and calendar quarter, respectively
Appendix:	Appendix I House Plan
	Appendix II House Handover Letter
	Appendix III House Delivery Standards

This Contract shall come into effect upon being signed and affixed by both parties. This Contract is made in five (5) copies, with Party A holding three (3) copies and Party B holding two (2) copies. Each contract has the same legal effect.

II. Supplement and Modification to the Contract General Terms in Part Two of This Contract

This part is the supplement and modification to the Contract General Terms (hereinafter referred to as the "General Terms") in Part Two of this Contract. In case of any conflict with the General Terms, the relevant content of this part shall prevail.

1. Delete the entire text of Paragraph [/] of Article [/] of the General Terms and replace it with "[/]."
2. Add Paragraph [/] to Article [/] of the General Terms as follows: "[/]."

Part Two

Contract General Terms

1. Lease

1.1. On the premise that Party B fulfills its obligations in accordance with the provisions of this Contract, Party A agrees to lease the House to Party B for use in accordance with the provisions of this Contract, and Party B agrees to accept the House from Party A for use in accordance with the provisions of this Contract during the leasing period.

1.2. The House leased under this Contract is located at [No. 2966 Jinke Road, Shanghai Free Trade Zone] (hereinafter referred to as the "Zone"). The lease referred to in this Contract refers to leasing the house in the Zone, and Party B shall also comply with the relevant regulations of the Zone.

2. Handover and acceptance of the House

2.1. On the premise that Party B has fully paid the first installment rent, decoration rent, property management service fee, deposit, and all payments required to be made before or at the same time as the delivery of the House as stipulated in this Contract, Party A shall deliver the House to Party B before the starting date. Otherwise, Party A shall have no obligation to hand over the House to Party B. In case of any conflict between this Article and the payment period stipulated in Articles 5 and 6 of the Contract, this Article shall prevail.

2.2. When Party A hands over the House to Party B, both parties shall handle the handover procedures in accordance with the provisions of this Contract. In case of no significant discrepancy between the House and the delivery standards agreed in Appendix III, Party B shall accept the House. If Party B believes that the House has significant defects that do not comply with the delivery standards stipulated in Appendix III and require rectification, it shall be recognized by Party A and confirmed in writing by both parties, and the construction defect list shall be signed by both parties. In such case, Party A shall make rectification to make it conform to the delivery standards stipulated in Annex III and approved by Party B. If there is no construction defect list signed by both parties, or Party A has completed the rectification of the items in the construction defect list and obtained the approval of Party B, Party B's signing of the House Handover Letter in Appendix 2 or the actual occupation of the House or other circumstances of transfer of the House stipulated herein shall prove that Party A has fulfilled its obligation to deliver the House to Party B in accordance with the conditions stipulated in this Contract.

2.3. Subject to the provisions of Article 2.2, Party B shall not refuse to accept the handover of the House, nor shall it refuse to sign the *Premises Handover Letter*. Otherwise, it shall still be deemed that both parties have completed the delivery of the House on the day before the starting date, and Party A shall have the right to calculate and collect rent (except rent free period), property management service fee, electricity expansion cost (if any) and other expenses that should be paid by Party B as provided hereunder (if any) from the starting date in accordance with Article 5 of this Contract.

2.4. Prior to the handover date, if necessary and with the written consent of Party A, Party B may enter the House in advance for design, equipment installation, decoration and other activities, but shall still comply with all the terms, contents, and obligations under this Contract, and pay Party A the property management service fee and other related fee (if any, included but not limited to water and electricity fee) incurred during the early entry period.

2.5. Subject to the provisions of Article 2.2 above, if Party B fails to complete the handover procedures for the House within 30 days from the starting date, Party A shall have the right (but not the obligation) to terminate this Contract by giving written notice to Party B. Party A shall have the right to recall the House and hold Party B liable for breach of contract in accordance with the provisions of this Contract.

3. Use

3.1. Party B promises to Party A that the House shall only be used for [office, research and development], and Party B confirms that before signing this Contract, it has thoroughly inspected and independently judged whether the House is suitable for Party B to carry out business, and accepts the House.

3.2. Party B shall not use the House for manufacturing goods or use most of it for storage (excluding exhibits and samples required for Party B's business).

3.3. Party B guarantees that its use of the House does not violate relevant laws and regulations. And without the written consent of Party A and the approval of safety production supervision, fire protection, environmental protection and other relevant departments as required, Party B guarantees not to change the use of the House in accordance with the above regulations without authorization.

3.4. Party B shall obtain all approvals, business licenses, and permits for lawful business activities within the House, and shall update such approvals, business licenses, and permits in a timely manner. Party B shall comply with and maintain the validity of its business license and administrative permit at all times.

3.5. Subject to the provisions of Article 3 and other provisions of this Contract, Party B shall engage in economic activities within the scope specified in the business license obtained, and shall comply with the relevant national and municipal regulations on the use of houses, as well as Party A's regulations on the type of enterprises, industrial development, environmental protection, and property management in the Zone. Party B shall not engage in any auction, retail (such as warehouse clearance or reduction sale activities), issue notices related to the aforementioned activities, solicit business, sell, distribute advertisements, etc. in the House and the Zone, and shall not engage in or allow or acquiesce in any illegal and unethical activities, or various religious activities, and shall not engage in any type of breeding.

3.6. Without the consent of Party A, Party B shall not and shall not allow any third party to drive any vehicle into the House. Party B shall use the House in a prudent, safe, and appropriate manner, and shall not engage in any activities that reasonable foreseen may have an adverse impact on the value of use rights of the House, land, or "Zone", overload the floor or structure of the House, or reasonable foreseen may possibly damage the House.

3.7. Party B shall not engage in any behavior that may reasonable be foreseen cause harm to others' legitimate rights when using the House. Without the prior written consent of Party A, Party B is prohibited from storing goods outdoors, including but not limited to parking vehicles in non-parking lots.

3.8. Party B shall comply with laws, orders, judgments, regulations, codes, directives, permits, licenses, regulations, and restrictions related to the use and occupation of the House, including fire protection rules (collectively referred to as "**statutory requirements**"). If, due to the occupation, use, business operation method, nature of goods or other property used or stored by Party B, or other needs of Party B, it is necessary to renovate or decorate the inside and outside of the House in accordance with statutory requirements (including fire protection rules that Party B shall comply with when using or occupying the House), the expenses incurred shall be borne by Party B, and such renovation and decoration (limited to renovation items not covered by renovation rent) must be approved in writing by Party A in advance.

3.9. Party B shall strictly use the House in accordance with the provisions of Article 3, other relevant provisions of this Contract, and statutory requirements. It is strictly prohibited for Party B to place, store, transport, use or produce any dangerous goods in the House or public areas within the Zone at any time, or use the House to engage in or allow others to engage in any activities related to dangerous goods (except for normal business use as agreed by both parties in advance). For the purpose of this Contract, "dangerous goods" include but are not limited to Class C (1), Class B, and Class A goods specified in the *Code for Fire Protection Design of Buildings* (including updates, modifications, or supplements from time to time), all goods listed in the *Catalogue of Hazardous Chemicals (2015 Edition)* (including updates, modifications, or supplements from time to time) released by the State Administration of Work Safety and other relevant government authorities in February 2015, as well as other goods, materials, or substances that may cause risks such as explosion, fire, smoke, environmental pollution, etc. in the House.

3.10. During the leasing period, if any government authority proposes any rectification requirements for the decoration (including fire facilities) of the House and adjacent houses, which are not caused by Party B's reasons, Party A shall solve them in accordance with the requirements of the government authority and bear the corresponding costs. Party B shall provide all necessary and reasonable assistance.

4. Leasing period

4.1. On the premise of complying with the terms of this Contract, Party B shall have the right to occupy and/or use the House from the starting date to the expiring date.

4.2. When the lease term specified in the general commercial terms expires, Party B shall have the priority to renew the lease of the leased premises. The specific renewal of the lease shall be in accordance with the provisions of Article 18.4 hereof.

5. Rental expenses

5.1. Rent

(1) Party B shall pay the rent (including decoration rent, the same below) in accordance with the amount listed in the Basic Commercial Terms, with every [3] month as a rent settlement period.

(2) Party B shall, within [15] days after the signing date of this Contract, pay to Party A the first [3] months' rent during the lease term, i.e. from March 1 to May 30, 2024 (calculated according to the rent standard set out in the general commercial terms). For the rent payable in subsequent installments, Party B shall pay the current 3-month rent without any notice before the 15th day of the second month after the commencement of each installment. In the last rent settlement period upon termination of the lease term, if Party B has used the premises for less than [3] months, its rent shall be settled by multiplying the actual days of the rent settlement period by the applicable daily rent standard at that time.

5.2. Property management service fee

- (1) Party B shall pay the property management service fee in accordance with the amount listed in the Basic Commercial Terms, with every [3] months as a settlement period for the property management service fee.
- (2) Party B shall pay the first property management service fee of [3] months to Party A within [15] days after the signing date of this Contract (calculated in accordance with the property management service fee standards listed in the Appendix of the Basic Commercial Terms). The property management service fee payable in each subsequent installment shall be paid in a lump sum by Party B to Party A at the same time and in the same manner as the rent for the same period, without any notice. In the final settlement period of property management service fee at the end of the leasing, if Party B uses the House for less than [3] months, the property management service fee shall be calculated by multiplying the actual number of days of property management service fee by the applicable daily property management service fee standard at that time.
- (3) Although the property management service fee standard has been listed in the Basic Commercial Terms, if there is an increase in government fee, resulting in the need for Party A to adjust and increase the property management service fee, Party A can adjust and increase the property management service fee accordingly, so that such property management service fee can compensate for the increased costs.

5.3. Electricity expansion cost

When Party A delivers the House to Party B, the electricity delivery standard is [200] w/square meter. Party B may apply for power expansion to [250] w/square meter, and the engineering and material costs incurred by the power expansion shall be borne by Party B on its own. Party A shall cooperate within a reasonable range, but Party A shall not guarantee whether Party B can successfully apply for power expansion. When returning the House, Party B shall, in accordance with the written request of Party A, restore the power configuration to its original state or retain the relevant expansion capacity for Party A to handle on its own.

If Party B applies for power expansion, Party B shall pay the electricity expansion cost in accordance with the following standards: charged at the standard of RMB 2,000/kW.

5.4. Other expenses

The "other expenses" mentioned in this Contract include but are not limited to the expenses listed below:

(1) Occupancy fee for smoke exhaust duct

Refers to the occupancy fee for smoke exhaust duct incurred by the Lessee during the leasing period due to the use of smoke exhaust duct. If applicable, Party A and Party B agree that the amount of the occupancy fee for smoke exhaust duct is RMB [*], which shall be paid by Party B to Party A in a lump sum on the date of delivery of the House.

5.5. Payment of fees

All payments made by Party B to Party A under this Contract shall be made in RMB to the account below designated by Party A in writing, or in other ways designated by Party A at that time (by giving a written notice to Party B at least [5] working days prior to the payment due date). Any bank fees incurred by Party B for payment shall be borne by Party B.

Party A's account:

Account name: Shanghai Chuangzhi Space Entrepreneurship Incubator Management Co., Ltd.

Opening bank: Shanghai Pudong Development Bank Bund Branch

Account No.:

The method for Party B to pay the rent is as follows: Promissory note, check, or remittance. In principle, Party A does not accept Party B's payment of rent in cash. In case of any change in the payment account of Party A, Party A shall promptly notify Party B in writing.

5.6. Party A agrees to issue the corresponding invoice (if applicable, otherwise issue the corresponding receipt with seal) within [7] working days after receiving the rent, property management service fee and other fees (if any) paid by Party B. Party B shall provide the billing information to Party A in advance. In case of any change in billing information, Party B shall notify Party A in writing at the time of payment; otherwise, Party B shall bear the losses caused thereby.

5.7. The obligations of Party B to pay rent, property management service fee, electricity expansion cost (if any) and other payments to Party A under this Contract is independent of the obligations of Party A under this Contract. Unless otherwise specified in this Contract, Party B shall have no right to revoke, deduct or offset any rent, property management service fee, electricity expansion cost (if any) or other payable payments under this Contract at any time. If Party B defaults on any rent, property management service fee, electricity expansion cost (if any) or any other payable payments, Party B shall immediately pay Party A the late fees and rent, property management service fee or any other payable payments upon Party A's request. Such late fees shall be calculated at a daily rate of [0.05%] based on the amount owed by Party B (excluding the amount which Party A has deducted from the deposit and informed Party B in writing in accordance with Article 6.3), starting from the date on which the payable payment is due (including the due date) and ending on the day on which Party B pays off all outstanding payments (excluding the same day). The collection of such late fee by Party A shall not hinder Party A from exercising all other rights and seeking remedies in accordance with the provisions of this Contract or laws and regulations. If the deposit is insufficient to pay the aforementioned amount, obligations, and liabilities, the Lessee shall still have the obligation to pay.

6. Deposit

6.1. Party B shall pay the deposit to Party A within [15] days after the signing of this Contract, and the payment must be completed before the delivery date of the House. Otherwise, Party A shall have the right to delay the handover of the House, but the starting date shall not be postponed accordingly. After receiving the deposit, Party A shall issue a receipt to Party B.

6.2. If Party B delays paying the deposit for [15] days, Party A shall have the right to terminate this Contract and demand that Party B bear corresponding breach of contract responsibilities.

6.3. The deposit is not the prepaid rent deposit, nor is it the measure of compensation for damages suffered by Party A in the event of Party B's breach of contract. Once Party B fails to fulfill any other obligations or responsibilities stipulated in this Contract or laws and regulations, Party A shall have the right to use all or part of the deposit to pay the due payment, late fees, liquidated damages, as well as Party B's responsibilities under applicable laws and regulations or this Contract. In such case, Party A shall send a written notice to Party B three working days in advance. If Party A fails to exercise the right to deduct the deposit as stipulated in this Article, Party B shall still be obligated to bear the liability for breach of contract, such as paying late fees, in accordance with the provisions of this Contract. The aforementioned provisions on the deposit shall not affect any other rights and remedies of Party A as stipulated in this Contract or laws and regulations.

6.4. If Party A deducts the deposit in accordance with Article 6.3 above, Party B shall, within [5] working days (Deposit maturity day) after receiving written notice from Party A, pay the corresponding difference to Party A to restore the deposit to its original amount. If Party B fails to make up the deposit on time in accordance with this Article, Party B shall pay the late fees to Party A calculated at a daily interest rate of [0.05%] from the due date to the date of the deposit of full payment.

6.5. During the period when Party A holds the deposit, no interest shall accrue on the deposit. At the termination of this Contract, Party B and Party A shall settle the rent, property management service fee, and other payable payments of the House, complete the industrial and commercial cancellation or change procedures with the House as the registered address or business address, and complete the cancellation procedures for the public utility facilities (if any) applied for by Party B, and the House, its decoration, equipment, and facilities returned by Party B have been restored to their original state or to a state otherwise recognized by Party A in accordance with the provisions of this Contract. Afterwards, Party A shall pay the full amount of the deposit or the remaining balance after deduction without interest in accordance with the provisions of this Contract to Party B within [30] days after Party B returns the House and the deposit receipt to Party A, and all the above conditions are met.

7. Public utilities

7.1. Party B shall pay any taxes, fines, surcharges, and other fees collected by any government entity or public utility provider due to Party B's reasons, which shall be paid by Party B no later than [7] days after receiving the written bill notice from Party A. The interruption or cessation of supply of public utilities due to force majeure shall not result in the termination of this Contract or the reduction of rent and property management service fee.

7.2. If Party B intends to install/renovate the corresponding communication equipment on its own, it shall obtain Party A's prior permission and bear the cost to handle the relevant pre-approval procedures (if necessary) and installation procedures on its own, and bear the legal responsibility arising therefrom.

8. Taxes

8.1. The rent, property management service fee, and other fee (if any) payable by Party B under this Contract include value-added tax (the current value-added tax rate for rent is [5%], and the tax rate for property management service fee is [6%]). Despite the aforementioned provisions, if the value-added tax rate or taxable amount is increased due to adjustments to current national laws and regulations or any other reasons beyond the control of Party A during the leasing period, Party A shall have the right to adjust the fees payable by Party B under this Contract accordingly and only on the basis of the tax payable (including rent, property management service fee, etc.) accordingly. Party B shall pay rent, property management service fee, etc. in accordance with the amount adjusted by Party A.

8.2. Party B shall pay taxes and government fees related to Party B on time.

9. Insurance

9.1. The insurance taken out by Party A shall be limited to the risks of the House itself and to the benefit of the owner of the house. In case of any insurance accident, the insurance proceeds paid by the relevant insurance company shall belong to Party A or the owner of the premises. Party B shall not be entitled to claim a share of such benefits on the grounds that such insured events cause its property losses or personal injuries to its personnel. Party B shall, according to actual needs, insure the property or other items in the house by itself, as well as the employee's life insurance and the third party's liability insurance; otherwise, Party B shall bear the full amount of the loss caused thereby and shall indemnify Party A against such loss.

9.2. On the premise that Party A has explained to Party B any insurance related to the zone or the House that it has purchased and Party B is fully aware of it, Party B shall not engage in or allow others to engage in any behavior that may result in the invalidation or potential invalidation of any relevant insurance purchased by Party A regarding the Business zone or the House. If Party B violates this Article and causes Party A to re-insure, Party B shall pay the corresponding premium and other related expenses. If the insurance contract purchased by Party A becomes invalid and Party A is unable to obtain compensation or the insurance amount is reduced due to Party B's violation of the preceding paragraph, Party B shall compensate Party A for the losses suffered.

10. Obligations of Party A

10.1. During the leasing period, if Party A intends to renovate, add or decorate the House, it must obtain the prior consent of Party B. Except for the rights exercised by Party A in accordance with the provisions of this Contract, Party A shall not interfere or hinder Party B's reasonable use of the House. Party A shall ensure that the House meets the prescribed safety conditions upon delivery.

10.2. Party A shall cause the management company engaged thereby to ensure the normal provision of property services in accordance with the content of this Contract and the zone property service standards of the management company. The specific content of property services can be found in the property service manual formulated by the management company.

11. Obligations of Party B

11.1. In the course of regular use, Party B shall keep the House, including but not limited to the decoration, facilities, and equipment listed in Appendix III of this Contract, in a clean, intact and usable condition.

11.2. Party B shall strictly abide by the various regulations on zone management formulated and modified by Party A and/or the management company from time to time. Party B and its employees, agents, invitees, visitors, and contractors shall not affect or interfere with the normal management of the Zone by Party A and/or the management company.

11.3. Party B shall be responsible for the actions of its employees, agents, invitees, visitors, or contractors, and shall ensure that they do not engage in any behavior that may cause damage to the House or the Zone or that is not allowed by this Contract. Party B shall be liable for compensating the losses caused to Party A by the intentional or negligent behavior of its employees, agents, invitees, visitors, and contractors in any part of the House or Zone.

11.4. If Party B moves large and bulky machinery, equipment, goods, or decoration materials into or out of the House, it shall not cause damage to the House. Party B shall not place goods exceeding the specified load on the ground or elsewhere of the House (the maximum load limit of the House is 250 kilograms/square meter). Before moving large and bulky goods into the House, Party A or the management company shall be notified. Party A or the management company shall have the right to specify the placement position of heavy goods in order to achieve balanced load distribution. The professional appliances or equipment moved into the House must be placed on the support provided by Party B at its own expense, and their placement shall meet the requirements of Party A or the management company to prevent vibration or noise interference with other users.

12. Repair by Party A

12.1. Party A shall bear the cost of maintaining the structure of the roof, foundation, and exterior walls of the building firmly and in good repair, and shall repair the fire protection system, air conditioner system and normal wear and tear of the building. The interior parts of the premises other than the contents covered by the decoration rent or the abnormal wear and tear caused by Party B shall be repaired by Party B, or be repaired by Party A after Party B has borne the corresponding expenses.

12.2. Party A shall maintain the parking lot and the public areas outside the Zone (including but not limited to driveways, walkways, and greenery) in good repair and condition.

13. Repair by Party B

13.1. Party B shall repair, replace, and maintain at its own expense any damage caused by it or its employees, agents, invitees, visitors, or contractors' fault within the House. In such cases, Party B shall promptly notify Party A and Party A shall be responsible for completing the repair, with the cost borne by Party B. All losses and liabilities caused by Party B's failure to inform Party A in a timely manner shall be borne by Party B.

13.2. If the House or any part thereof is damaged at any time during the leasing period due to fire or other major accidents caused by Party B, Party A shall notify Party B of the estimated time required to repair the House within 10 days after the occurrence of such damage. However, Party B shall bear the corresponding repair costs. If any losses are caused to Party A, Party B shall also fully compensate Party A for the losses suffered therefrom. If Party B's losses are caused by Party A, Party A shall fully compensate Party B for such losses.

14. The house renovation and commercial installation made by Party B

14.1. Any change, addition, improvement or decoration made by or on behalf of Party B to the House (if any, hereinafter referred to as "Party B's renovation") shall be subject to the prior written consent of Party A. Party B shall ensure that all Party B's renovations comply with statutory requirements and bear all expenses incurred therefrom. Party B shall achieve civilized and safe construction, and the main building materials used must be confirmed by Party A. Design drawings and instructions of all major Party B's renovations or "Party B's renovations" that may affect or involve the roof, walls, foundations, floors, equipment system, electronic system, electrical system, ventilation system, or other systems shall be submitted to Party A for approval. The design drawings provided by Party B shall include detailed drawings and specifications of changes to electrical wiring, air conditioning, pipeline outlet, fire equipment, and other public facilities. Party B shall report to Party A the name, address, and project leader of the contractor for the renovation 15 working days before the construction. Party A may supervise the construction of all Party B's renovations. Party B agrees to hire a contractor recognized by Party A for any renovation made to the electrical system, fire protection system, air conditioning system, and other special parts. Party A only reviews the design drawings and specifications and supervises the construction for its own benefit. Party A has no obligation to ensure that the design drawings, specifications, or construction comply with statutory requirements. Party B shall promptly pay all fees to the contractor and its subcontractors who undertake Party B's renovation, and ensure that the contractor and its subcontractors have no priority or other privileges over Party B's renovation. If the contractor or its subcontractors claims rights and causes any losses to Party A, Party B shall compensate Party A in full.

14.2. The above consent, review, or approval of Party A for Party B's renovation does not represent any express or implied recognition by Party A of the legality and compliance of Party B's renovation. Party B shall submit the copy of the relevant administrative permit obtained to Party A and/or the management company hired by Party A for filing after affixing the company seal of Party B. If any administrative penalty or rectification requirements imposed by any government authority on Party A due to Party B's renovation result in losses or expenses incurred to Party A, Party B shall compensate Party A in full.

14.3. Party B and the contractor or its subcontractors hired by Party B shall comply with the management standards formulated or modified by Party A and/or the management company hired by Party A from time to time for the Lessee. During the process of renovation by Party B, if Party B or the contractor or its subcontractors hired by Party B violate the aforementioned provisions and cause damage to Party A, Party B shall bear full responsibility to Party A, including but not limited to compensating Party A for any losses suffered therefrom, and Party A shall have the right to request Party B to immediately rectify.

14.4. Without the prior written consent of Party A, Party B shall not modify the door locks, latches, and assemblies of the fire exits of the House, nor install any temporary or permanent additional locks, latches, or assemblies, nor install any doors, metal latches, or shutters that may violate the regulations in effect from time to time by the fire department or relevant government authorities.

14.5. Party B may establish non-fixed facilities and equipment such as shelves, garbage bins, machinery, etc. (collectively referred to as "**commercial facilities**") in its normal business process, but such commercial facilities shall not change the basic characteristics of the House, overload the floor or structure of the House, or cause damage to it, and such facilities may be removed without causing damage to the House, and such construction, establishment and installation shall comply with all legal and regulatory requirements as well as the aforementioned requirements of Party A. Otherwise, Party B shall remove its commercial facilities and repair any damage caused by the removal.

15. Signs

15.1. Without the prior written consent of Party A, Party B shall not display, erect, stick or hang any signs (including text, posters, flags, billboards or notices, etc.) on the exterior of the House, including public passages, windows, exterior walls or roof. If Party B needs to install any signs outside the House, the installation, size, and location of such signs shall be subject to Party A's prior written consent. When returning or vacating the House, Party B shall remove all signs and repair, paint, and/or replace the surface of the building to which the signs are attached. Party B shall obtain necessary government approvals and permits for the signs and external decoration, and maintain their appearance and safety. If such signs infringe on the rights and interests of Party A or any third party, Party B shall be liable for compensation and immediately make corrections.

15.2. Party A shall have the right to provide the exterior wall of the premises for use by third parties including other tenants in the zone, and Party B shall have no right to block or raise any objection. However, subject to the provisions of Article 15.1, Party B shall have priority over other third parties in the use of the exterior wall of the premises under the same conditions. Subject to the foregoing agreement, Party A shall have the right of final interpretation for the use and management of all exterior walls of the building.

15.3. Without the prior written consent of Party A, Party B shall not use or allow any third party to use the name, logo or any part of Party A or the Zone, nor shall Party B use or allow any third party to use any image of the Zone, or any name or logo that is similar in whole or in part to the name or logo of Party A or the Zone for serving Party B's business, operation, and other purposes. Those used only to indicate Party B's address and business location are not subject to this restriction.

16. Major accidents

16.1. If the House or its main part is damaged at any time during the leasing period due to a fire or other major accident caused by a third party other than Party B, resulting in the entire or main part of the House being completely unusable, Party A shall notify Party B of the estimated time required to repair the House within [10] days or such other reasonable period as may be necessary for the evaluation after the occurrence of such damage. If the repair time is expected to exceed 3 months, either Party A or Party B may choose to terminate this Contract by written notice to the other party within 30 days after Party A sends the aforementioned notice. If neither party chooses to terminate this Contract or Party A expects that the repair time will not exceed 3 months, depending on receiving sufficient insurance compensation, Party A shall promptly repair the House (except for the part of Party B's renovation, commercial facilities, or Party A's renovation that is paid by Party B). The performance of Party A's aforementioned repair obligation may be delayed due to the collection of insurance compensation or force majeure events. In the event of continued performance of this contract, Party B shall bear the cost of repairing the part of Party B's renovation, commercial facilities, and Party A's renovation that is paid by Party B, and immediately enter the House again after the repair and start business in accordance with the provisions of this Contract. The performance of Party B's aforementioned obligation may be delayed due to the collection of insurance compensation or force majeure events. During the period of repairing the House, the rent and property management service fee shall be correspondingly reduced in the proportion of the area that cannot be used by Party B to the leased area.

16.2. Despite the above provisions, if the House is damaged in the last year of the leasing period and Party A reasonably expects that repairing such damage will take more than three months, either party may decide to terminate this Contract.

16.3. Unless this Contract is terminated prematurely in accordance with the provisions of this Article, if the House undergoes repairs as stipulated in this Article, the expiring date specified in this Contract shall remain unchanged and shall not be correspondingly extended due to the time spent on repairs.

17. Expropriation

17.1. If the House or any part of the Zone is to be recalled in accordance with government laws, regulations or rules, or due to the exercise of national expropriation rights (hereinafter referred to as "**recall**"), and such recall makes it impossible for Party B to use the House or its main part or seriously affects Party B's use of the House, or in Party A's judgment, such recall will seriously affect or damage its ownership or operation of the Park, Party A and Party B may terminate this Contract in advance upon mutual agreement under such circumstances. Party B shall pay the corresponding amount of rent (except decoration rent), property management service fee or other related expenses up to the date of recall.

17.2. If part of the area of the Premises is to be repossessed, which in the reasonable judgment of Party B will not affect Party B's ability to achieve the purposes of the Lease under this Agreement, and this Agreement has not been terminated in accordance with the foregoing, the rent (other than decoration rent), property management service charge or related other charges payable for the remaining term of the Lease under this Agreement shall, upon friendly negotiation between the Parties, be reduced in the ratio of the remaining Leased Area to the entire Leased Area to a fair and reasonable extent. For the remaining usable portion of the Premises, each party shall be responsible for and shall repair at its own expense the portion originally provided, maintained, added to or altered by each party (if the portion covered by the decoration rent needs to be redecorated and the agreed decoration rent cannot cover the redecorating cost of such portion, Party B may entrust Party A to operate and bear the cost of such portion in accordance with the redecorating cost confirmed by both parties), so that such remaining The remaining part of the property will be used in the same way as before the repossession occurred.

17.3. In the event of any such recall, subject to negotiations between two parties on a case- by-case basis, Party B may elect to authorize Party A to negotiate separately or jointly with the requisition authority on its behalf regarding the compensation it may be entitled to as a result of the recovery, and Party A shall use its best commercially reasonable efforts to defend Party B's rights and interests during such negotiation, provided that Party A shall not be obligated to guarantee any compensation to Party B. Party B shall have the right to bring a separate claim for compensation to the expropriation authority (but not to Party A) (without thereby reducing Party A's compensation), which may be granted separately or (if separate compensation is granted to Party B) to cover the costs and losses of Party B's removal of the commercial facilities. In accordance with applicable laws and regulations or legal and compliant requirements of the expropriation department, Party A shall cooperate in demolishing the premises, but in selecting the time of demolition and during the demolition process, Party A shall take into account the compensation negotiation process between Party B and the expropriation department (if no agreement has been reached in such negotiation) and use its best commercially reasonable efforts to safeguard Party B's equity.

18. Subleasing and renewal

18.1. Without the prior written consent of Party A, Party B shall not sublease the entire House (for the purpose of this Contract, subleasing in this Contract includes all subleasing, borrowing, sharing, business contracting, etc. of the House, which causes other third parties to use the whole or part of the House for a long time, as well as any handover or disposal of Party B's rights and obligations under this Contract), otherwise it shall be deemed invalid. For the purpose of this Article, the entire transfer of the ownership interest controlling Party B or the change in the entity controlling Party B shall be deemed as a whole sublease as stipulated in this Contract (unless such ownership interest is publicly traded on a stock exchange or the change in the entity controlling Party B is caused by Party B's internal reorganization, in which case, Party B shall provide Party A with reasonable and necessary supporting documents), and Party B shall obtain Party A's prior written consent to such transfer of ownership interest, but Party A shall not unreasonably withhold such consent. Party B shall compensate Party A for all reasonable expenses related to any sublease. If Party B intends to sublease the House, it shall issue a written application for sublease to Party A. Within 30 days after receiving the written application from Party B to sublease the House, Party A shall have the right to notify Party B in writing to terminate the lease relationship for the part of the subleasing area applied for. If Party B, after obtaining the consent of Party A regarding its sublease application, arbitrarily changes the relevant content of the sublease application, such as the information of the sub-lessee, it shall be deemed that Party B has not obtained the permission of Party A for such sublease.

18.2. Regardless of whether Party A's approval for sublease has been obtained or not, Party B and its guarantor (if any) shall still be responsible for all responsibilities and obligations of Party B under this Contract. Party B shall file a copy of the leasing documents signed with the sub-lessee with Party A as a prerequisite for the effectiveness of such leasing documents. In case of any modifications, the filing information shall be updated from time to time as a prerequisite for the effectiveness of such modifications. Party B shall not profit from overall sublease, and the income received by Party B from the overall sublease exceeding the rent under this Contract shall belong to Party A. Party B shall be obligated to pay any such income as additional rent to Party A within 10 days after receiving it. When subleasing as a whole, Party B shall require the sub-lessee to fulfill the responsibilities and obligations consistent with the obligations assumed by Party B under this Contract (excluding rent and property management service fee).

18.3. If the House is subleased, or if the rights and interests of Party B under this Contract are mortgaged or pledged, or if the House is partially or entirely occupied by a third party other than Party B, Party A may require the sub-lessee, mortgagee, pledgee, or other occupants of the House to directly fulfill their obligations in the event of a breach of contract by Party B. Party A shall have the right to directly issue invoices to the sub-lessee, mortgagee, pledgee, or other occupants of the House. If Party B has collected such rent before fulfilling its relevant payment obligation under this Contract, Party B shall hold such rent for the benefit of Party A and immediately transfer it to Party A. However, the direct request by Party A to the sub-lessee, mortgagee, pledgee, or other occupants of the House to fulfill their obligations, and the collection, invoicing or application of rent shall not be deemed as Party A's consent to Party B's assignment of this Contract, waiver of these terms or rights, or exemption from Party B's further performance of its commitments, responsibilities, or obligations under this Contract.

18.4. (A) On the premise that Party B maintains the main business of its biomedical enterprise unchanged, Party B shall have the priority to renew the lease for 24 months under the same conditions (both parties confirm that the rent increase during the lease term shall not exceed 8% of the rent in the last year of the lease term agreed herein). Subject to the foregoing provisions, if Party B needs to continue to lease the Premises, it shall submit a written request to Party A to extend the lease term [6] months prior to the expiration of the lease term as agreed herein, and Party A agrees to extend the lease term by 24 months in accordance with the terms and conditions hereof (the "Lease Renewal Term"). Both parties shall negotiate the renewal of the lease. The parties agree that other terms and conditions related to the renewal of the lease shall be agreed by both parties through negotiation, and a new lease contract shall be signed [2] months before the expiration of the lease term. (B) If Party B needs to continue to lease the premises prior to the expiration of the first 24-month lease renewal and on the premise that Party B maintains the main business of its biomedical enterprise unchanged, it shall submit a written request to Party A to extend the lease [6] months prior to the expiration of the first lease renewal. If Party A agrees to Party B to renew the lease upon receipt of Party B's written request, Party A and Party B shall negotiate on lease renewal. The terms and conditions of lease renewal shall be agreed by both parties through negotiation and a new lease contract shall be signed [2] months prior to the first lease renewal. During this period, Party A shall have the right to lead a third party to inspect the premises (provided that Party B shall not affect its normal operation and shall inform Party B in advance). Under the same condition, Party B has the priority of leasing.

18.5. With the consent of Party A, Party B may assign the rights and obligations under this Contract to a third party (the third party shall be a new company established by Party B as the shareholder to fulfill this Contract and approved by Party A or any other party agreed by Party A), and Party B shall cause the signing of an assignment agreement or a separate contract consistent with the rights and obligations of this Contract between Party A and the third party. And after the assignment agreement or the new contract is signed and becomes effective, Party A shall have the right (but not the obligation) to assign the corresponding rights and interests of the deposit or the balance of the deposit after deduction in accordance with the aforementioned provisions (whether Party B agrees or not) to the assignee. Under such condition, Party B shall sign an agreement or a document in form and content satisfactory to Party A in accordance with the requirements of Party A, in order to release the obligation of Party A to return the deposit or its balance to Party B, and make the assignment effective.

19. Compensation

19.1. If a third party claims damages from Party A due to the actions of Party B or its employees, sub-lessees, contractors, agents, invitees, visitors, or the occupation or use of the House ("Claims Due to Party B"), Party B shall be responsible for handling and protecting Party A from any losses, unless such third-party losses are intentionally caused by the intentional or gross negligence of Party A or its agents, employees, or contractors. If Party A makes compensation to a third party based on an effective arbitration award, court judgment, or settlement agreement in connection with a Claim Due to Party B, Party B shall make full compensation (including reasonable incurred lawyer fees) to Party A.

20. Inspection and entry

20.1. With prior notice, Party A and its agents, representatives, and contractors may enter the House at a reasonable time in a manner that does not affect the normal operation of Party B, conduct safety inspections or related repairs (but in emergency situations, Party A and its agents, representatives, and contractors may enter the House at any time without notice in a manner that has the least impact on the normal operation of Party B). Upon prior notice to Party B, subject to article 21.1, Party A and its representatives may enter the House during working hours to display the House to potential buyers, and Party B shall provide assistance in this regard. During the last [6] months of the any leasing period, Party A and its representatives may enter the House during working hours without affecting the normal use of Party B with prior notice, in order to display and introduce the House to potential lessees subject to article 18.4.

20.2 Party A may grant easement, set public signs, designate public areas and set restrictions on or around the House, provided that such easement, signs, designation or restriction will not materially affect Party B's use or occupation of the House. Subjected to the former commitments, at the request of Party A, Party B shall sign the documents necessary for such easement, designation or restriction.

21. Transfer of property rights

21.1. Party A shall have the right to transfer the property rights of the Zone or the House to a third party. But for this transfer, Party A shall promptly notify Party B before the transfer. After the transfer of the property rights of the House, the rights and obligations of Party A under this Contract shall be automatically assigned to the third party after the transfer of the property rights of the Zone. The rights and obligations of Party B under this Contract shall not be affected by the transfer of the property rights of the Zone or the House. If requested by Party A or the third party, Party B shall cooperate in signing a tripartite agreement for the change of the Lessor in the leasing contract. Party B clearly waives the preemptive right to purchase the House.

22. Return

22.1. If the term of this Contract expires or this Contract is terminated prematurely, Party B shall return the House to Party A on the date of expiration or early termination of this Contract, clean the House, and restore the House to the delivery standards as stipulated in Appendix III of this Contract or conditions recognized by Party A, except for major accident damage and expropriation covered in Articles 16 and 17. And Party B shall, at its own cost, remove all commercial facilities, Party B's renovations, and any improvements made by Party A at the request /commission of Party B or by Party B during the leasing period, as well as all property and goods placed by Party B in the House, unless Party A otherwise agree in writing that Party B may not make the aforementioned restoration or removal. If Party B fails to restore the House to the delivery standards as stipulated in Appendix III of this Contract or conditions recognized by Party A, or fails to make the aforementioned removal, Party A may choose to restore the condition of the House or make removal or disposal on behalf of Party B, and all expenses incurred shall be borne by Party B. Party A shall have the right to deduct the aforementioned expenses that shall be borne by Party B from the deposit, and Party A shall have the right to pursue the shortfall from Party B. If Party A otherwise agrees in writing that Party B does not need to restore the House to its original state or may not remove it as mentioned above, Party A shall have no obligation to make any compensation for Party B's addition or renovation of the House and/or its decoration, equipment and facilities, commercial facilities, property and other goods left by Party B in the House.

22.2. Party B agrees that if Party B fails to restore the House to the delivery standards or conditions recognized by Party A as stipulated in Article 22.1 within 5 days, Party A shall have the right to recall the House on its own with a written notice to Party B [3] working day in advance. At the same time, it shall be deemed that Party B has automatically abandoned the ownership of decoration, facilities, equipment and other goods that have not been dismantled or removed inside the House (whether belonging to Party B or a third party).

22.3. Subject to article 22.1 and 22.2, Any commercial facilities that have not been removed by Party B, Party B's renovation and improvements, as well as any property and other goods left in the House shall be deemed as a waiver of ownership by Party B. Party A shall have the right to preserve, remove, or dispose of them on its own. At the expiration of the leasing period or early termination of this Contract, Party B shall still fulfill the obligations and responsibilities that have not been fully fulfilled (including but not limited to compensation obligation, payment obligation related to rent (excluding decoration rent), property management service fee, and repair and restoration obligations).

22.4. If the return of the House is delayed due to the reason that Party B restores the House on its own or Party A restores the House on behalf of Party B to make the House available for lease, Party B shall pay Party A the occupancy fee for the delayed period in accordance with the amount agreed in Article 23.1 of this Contract.

22.5. The time for Party B to return the House shall be subject to the time approved by Party A in writing for acceptance, but Party A shall not unreasonably refuse or delay the acceptance.

22.6. Upon the expiration of the leasing period or early termination of this Contract and when Party B returns the House in accordance with the above provisions of this Article, if Party A discovers that the House and/or the decoration, equipment, and facilities listed in Appendix III of this Contract have been damaged or lost (except for natural wear and tear and damage caused by Party A's fault proved by Party B), Party A shall have the right to demand compensation from Party B for the loss and may deduct it from the deposit. If the deposit is insufficient to compensate for the losses suffered by Party A, Party A shall have the right to demand compensation from Party B for the difference.

22.7. Party B shall, within [30] days after the expiration of the leasing period of this Contract or the early termination of this Contract, complete the industrial and commercial registration procedures for cancellation or change of the House as its registered address/business address as soon as possible, and shall complete the cancellation of the opening procedures applied by Party B to the public utility provider on its own (if necessary). Otherwise, Party B shall bear late fees of 0.05% per day from the date of expiration of the agreed period (excluding the same day).

23. Delayed occupation

23.1. Unless otherwise agreed in writing, if Party B extends occupation of the House after the expiration of the leasing period or the early termination of this Contract, Party A may terminate such occupation at any time, and Party B shall still fulfill the obligations and responsibilities of Party B specified in this Contract during the extended occupation period. At the same time, Party B shall pay Party A twice the rent and property management service fee applicable on the expiring date or early termination date as the rent and property management service fee for the extended occupation period at the time required by Party A. In addition, if Party A suffers losses due to such delayed occupation (including but not limited to the inability to fulfill the leasing or reservation agreement with a third party), which is not covered by the above additional compensation in excess of the normal rent and property management fee (the excess is referred to as the "**excess loss**"), Party B shall be responsible for such excess loss suffered by Party A due to such delayed occupation. Unless otherwise expressly agreed by both parties at that time, the delayed occupation by Party B, the collection of rent and property management service fee for the delayed occupation by Party A, and the failure of Party A to exercise its rights under this Contract shall not be construed as a renewal of this Contract, and this Article 23 shall not be construed as a consent to Party B's delayed occupation of the House.

24. Event of default

24.1. Each of the following events shall constitute Party B's breach under this Contract (hereinafter referred to as "**Party B's events of breach**")

- (1) After the delivery of the House, Party B terminates the leasing midway without authorization;
- (2) Party B fails to pay the deposit required by this Contract, as well as any rent, property management service fee or any other due payment (including other payable fees, and late fees, compensation fees, etc.), and such payment has not been paid within 15 days from the due date (including the due date);
- (3) Unless otherwise permitted by this Contract, without the prior written consent of Party A, Party B transfers or subleases the House or any part thereof to any third party, or mortgage, pledge or otherwise dispose of its rights and related interests in this contract, or change the subleasing content agreed with Party A without authorization;
- (4) Party B or guarantor (if any) applies for dissolution, bankruptcy, takeover or liquidation, or suspends its business operations, or its business license, or the necessary approvals, consents or permits related to its business operations are suspended or cancelled, or any other circumstances that may affect its legal entity's existence or main business operation ability (collectively referred to as "adverse circumstances");
- (5) Any adverse circumstance occurs due to the application of any third party for initiation, and has not been revoked within 60 days after its initiation;
- (6) Party B arbitrarily changes the purpose of the House as stipulated in this Contract;
- (7) Due to Party B's violation of the provisions of this Contract, there is a priority of compensation or debt burden on the House, and any priority of compensation or debt burden on the House is not discharged within 30 days after the priority of compensation or debt burden is created against the House;

- (8) Party B violates the provisions of Article 3.9 of this Contract regarding dangerous goods;
- (9) Damage to the main structure or ancillary facilities of the House is caused by Party B's reasons; or decoration or renovation to the House is made without the written consent of Party A;
- (10) Party B engages in non-agreed business or illegal activities within the Premises;
- (11) Party B fails to comply with the property management regulations where the Zone is located or other management standards formulated or modified by Party A and the management company hired by Party A from time to time for the Lessee, and fails to make corrections within [30] days after Party A or the management company hired by Party A gives a written notice to Party B;
- (12) Potential safety production hazards in Party B's use of the Premises, and Party B fails to complete or refuses to make rectification within the specified period after being notified by Party A in writing to order rectification;
- (13) Party B violates the environmental requirements stipulated in Article 28 of this Contract;
- (14) Party B has not completed the handover procedures for the Premises within 30 days from the starting date ;
- (15) Except for the provisions mentioned in Article 24.1 (1) to (14), and unless otherwise specified in this Contract, Party B fails to comply with any other provisions of this Contract and fails to complete the correction within 30 days after Party A sends a written correction notice to Party B regarding the aforementioned breach;
- (16) Breach of other terms hereof or otherwise agreed by both parties.

24.2. Each of the following events shall constitute Party A's breach of this Contract (hereinafter referred to as "**Party A's events of breach**").

- (1) Party A fails to deliver the premises on time, and still fails to deliver the premises within seven (7) working days after being urged by Party B, unless otherwise agreed by both parties through negotiation;
- (2) Subject to the provisions of Article 2.2 hereof, the premises delivered by Party A does not meet the delivery standards or safety standards agreed herein; Or Party B finds after receiving the premises that there are serious defects in the premises due to Party A's reasons, which directly endangers the safety of Party B's employees;

- (3) Except as set forth in Clause 24.2 (1) to (2), and unless otherwise expressly provided herein, Party A fails to comply with any other provision of this Contract and fails to make corrections within 30 days after Party B has given written notice to Party A to correct such breach;
- (4) Events of breach otherwise agreed upon by both parties.

25. Amendment and termination of the Contract

25.1. Party A and Party B may modify this Contract through consultation and sign a written supplementary agreement.

25.2. Party A and Party B agree that during the leasing period, if the performance of this Contract cannot be continued due to force majeure factors (force majeure mainly refers to unforeseeable events beyond the reasonable control of the party suffering from force majeure, including but not limited to natural disasters, lockdowns, government restrictions, policy changes (such as new or changed normative documents prohibiting the continued leasing of the Premises after the signing of this Contract), government controls, government actions, wars or similar states, riots, sabotage, fires, and other unforeseeable, unavoidable, and insurmountable circumstances), and the inability to perform this Contract lasts for more than ninety (90) days, either party shall have the right to terminate this Contract after giving written notice to the other party without being liable for breach of contract for early termination. However, it does not exempt either party from any other breach of contract liabilities that they shall bear during the performance process before the termination of this Contract. At that time, Party B shall settle the rent payable in the course of performance prior to the termination of this Contract (except for decoration rent), property management service fee, and other payable payments and return the House within the period determined through consultation with Party A. If the return is not made on time, Party B shall pay the delayed occupation fee in accordance with Article 23 of this Contract and compensate Party A for any losses caused thereby (included but not limited to government administrative penalties, if any).

26. Remedies of Party A

26.1. In the event of any breach by Party B, Party A may choose: (A) : (1) require Party B to continue and fully perform its obligations under this Contract; (2) if such breach would materially affect or damage all or part of the facilities of the House, suspend Party B from using the entire Premises or any part thereof or any of its facilities until Party B corrects such breach; and (3) if such breach causes any loss to Party A, the losses should be deducted from the deposit, and for the portion that is not sufficient for deduction, Party A shall have the right to seek any other legal remedies to recover the difference between the actual losses and the liquidated damages. Or (B): Terminate this Contract or any part of the lease of the Premises hereunder and immediately repossess possession of the Premises or any part thereof, forfeiting the security deposit (or, if not already paid, requiring payment of liquidated damages equal to the security deposit). If the liquidated damages paid by Party B are not sufficient to cover the loss suffered by Party A, Party A shall have the right to seek any other remedies at law to recover the difference between the actual loss and the liquidated damages (included but not limited to the amount listed in Article 26.2).

26.2. Party B agrees that in the event that this Contract or any part of the House is terminated by Party A pursuant to Article 26.1 (i.e., the remedy set out in paragraph (B) of Article 26.1), Party A shall have the right to repossess the House or any part thereof in any manner it deems appropriate and to forfeit the deposit (if not paid, require Party B to pay liquidated damages equal to the deposit), require Party B to remove or dispose of Party B's personnel and property, and have the right to restore the House to their original state or maintain the use of the House as it is, and require Party B to compensate Party A for the following amount (limited to the part that cannot be compensated by the deposit) :

- (1) All accumulated but unpaid rent, property management service fee, and all other payable payments under this Contract as of the date of such termination;
- (2) If applicable, the expenses incurred by Party A in restoring the condition of the Premises on behalf of Party B, removing or disposing of any commercial facilities not removed by Party B, Party B's renovation, improvement, and property and other goods left in the Premises as stipulated in Article 22 of this Contract;
- (3) All reasonable expenses incurred by Party A in seeking its remedies (including reasonable legal fees and arbitration and/or court fees).

If the sum amount of the aforesaid deposit and liquidated damages listed in (1) - (3) is not enough to make up for Party A's losses, Party B shall also make up the difference.

26.3. The failure of Party A to claim rights under this Contract at any time shall not be construed as a waiver or change of such rights or the creation of such a practice. Unless otherwise confirmed in writing by Party A, Party A's failure to exercise its rights shall not be deemed as a waiver of any provision of this Contract. Party B and Party A further agree that when Party A suspends or waives the exercise of its rights under this Contract, such waiver shall not be deemed as a waiver of Party A's right of recourse against future breach of contract by Party B. When Party A acknowledges that Party B has violated any agreement related to the acceptance of rent and other payments, such acceptance shall not be deemed as a waiver of the right of recourse against the aforementioned breach of contract.

26.4. If Party B violates the provisions of this Contract and causes damage, destruction, or loss of the Premises, Zone, or any part thereof, resulting in personal injury or death, property loss to Party A and/or any third party, or other direct losses, Party B shall be responsible for compensation in accordance with the degree of fault, and shall bear corresponding legal responsibilities and consequences arising therefrom. If Party B, due to the above reasons, causes any third party to claim or assert rights against Party A, demand Party A to compensate for its losses, pay damages (including but not limited to punitive damages), or initiate arbitration, litigation, or other judicial proceedings against Party A, or causes Party A to suffer any government investigation or punishment (including but not limited to administrative punishments, fines, etc.), Party B shall fully cooperate with Party A's defense, and compensate Party A for the losses suffered and reasonable expenses incurred therefrom in accordance with laws and regulations (including but not limited to actual litigation and arbitration fees, lawyer fees, consultant fees or expert fees, etc.), in order to protect Party A from any damages.

26.5. Unless this Contract is terminated in advance due to Party A's breach of contract, if this Contract is terminated in advance due to other reasons, Party B shall pay Party A a lump sum to complete/make up the entire decoration rent during the lease term as agreed herein, and make up the rent-free rent in proportion to the unfinished lease term, regardless of other provisions hereof.

27. Remedies/limitations of liability of Party B

27.1. If Party A fails to fulfill its repair and maintenance obligations under Article 12 for more than [30] days (unless, in accordance with the nature of the obligation, such repair and maintenance will require a performance period of more than [30] days, it shall be the expiration of such reasonable and necessary period), Party B shall have the right to hire a qualified third party to carry out such repair and maintenance after notifying Party A in writing, and the actual reasonable expenses incurred shall be borne by Party A.

27.2. In the event of any breach by Party A, Party B may choose: (A) : (1) require Party A to continue and fully perform its obligations under this Contract, and (2) if such an event of breach by Party A causes Party B to suffer any loss, require Party A to pay the liquidated damages in the same amount as the deposit; if the damages paid by Party A are insufficient to cover the losses suffered by Party B as a result of such breach, Party B also has the right to seek any other remedies in law to recover the difference between the actual loss and the liquidated damages; Or (B) : terminate this Contract or any part of the lease hereunder, in which case, Party A agrees that it shall immediately return all the deposit and Party B shall have the right to require Party A to pay the liquidated damages in the same amount as the deposit; if the liquidated damages paid by Party A are not sufficient to cover the losses suffered by Party B thereby, Party B also has the right to seek any other remedies at law to recover the difference between the actual loss and the liquidated damages.

27.3. Party B's failure at any time to assert a right under the terms of this Contract shall not be construed as a waiver or variation of such right or a creation of such a practice. Unless otherwise confirmed by Party B in written document, Party B's failure to exercise this right shall not be deemed as a waiver of any provision of this Contract. Party A and Party B further agree that when Party B suspends or waives the exercise of its rights under this Contract, such waiver shall not constitute a waiver of recourse by Party B against future breaches by Party A.

27.4. If Party A's breach of this contract results in the damage, destruction or loss of the house and the Zone or any part thereof, the death or injury of Party B or its related personnel, the property loss of Party B and/or its related parties or other direct losses, Party A shall be responsible for and compensate Party B according to the extent of its fault, and bear the corresponding legal liabilities and consequences arising therefrom. If Party A, due to the above reasons, causes any third party to make claims or claim rights against Party B, demand Party B to compensate for its losses, pay damages (including but not limited to punitive damages), or initiate arbitration, litigation or other judicial proceedings against Party B, or cause Party B to suffer any government investigation or punishment (including but not limited to administrative penalties, fines, etc.), Party A shall fully cooperate with Party B's defense, and shall compensate Party B for the losses and reasonable expenses and expenses incurred (including but not limited to actual litigation and arbitration fees, lawyers' fees, consultants' fees or experts' fees, etc.) so as to hold Party B harmless from any damages.

28. Environmental requirements

28.1. Except for the hazardous substances that may be contained in products that meet national safety standards and are used in small quantities by Party B for normal cleaning and [office, research and development] purposes, without the prior written consent of Party A, Party B shall not allow or cause any party to bring any hazardous substances into the House, or transport, store, use, cultivate, produce or release any hazardous substances in or around the House. Party B shall remedy any hazardous substances released from the Zone by Party B and its agents, employees, contractors, sub-lessors, or invitees in accordance with the requirements of laws and government departments. Party B shall, at the request of Party A, complete and certify disclosure statements regarding the transportation, storage, use, cultivation, production or release of toxic substances by Party B in the House from time to time.

28.2. Party B shall comply with all applicable current and future statutory requirements or other similar laws and regulations issued by government agencies and all national and local counterparts related to health, safety, and environmental conditions above, below, or around the House, as well as rules or policies promulgated or issued in accordance with the above laws and regulations.

28.3. Party B shall compensate, protect and hold Party A harmless from any and all claims or recoveries that may be made against Party A, or any release of hazardous substances ("hazardous substances" refer to and include any substances, materials, waste, pollutants that are classified or defined as hazardous or toxic by environmental requirements, asbestos and petroleum, including crude oil or any part thereof, natural gas liquids, liquefied natural gas, or artificial gas that can be used as fuel (or a mixture of natural gas and artificial gas). As defined in the environmental requirements, Party B is and shall be regarded as the operator of the facilities used by Party B and the owner of all hazardous substances brought into the House, and its waste, by-products, or residues cultivated, generated, or manufactured by Party B, and its agents, employees, contractors, or invitees.) borne or suffered by Party A that Party B is obligated to remedy in accordance with the above provisions, or any direct losses, claims, demands, arbitration, litigation, damages, costs (including but not limited to remediation, relocation, repair, corrective action, or cleaning costs), and reasonable incurred expenses (including but not limited to actual lawyer fees, consultant fees, or expert fees, as well as including but not limited to the removal or management of hazardous substances brought into the House in violation of the provisions of this Article 28, regardless of whether such removal and management is required by law) caused by the violation of the requirements of this Article 28 by Party B and its agents, employees, contractors, sub-lessors, sub-lessees, or invitees (regardless of whether Party B is aware of such violation). The obligations of Party A under this Article 28 shall survive the termination of this Contract.

28.4. Party A may enter the House and have the right to inspect and test the House to determine whether Party B complies with environmental requirements, its obligations under this Article 28, or the environmental conditions of the House. Once Party A notifies Party B in advance, Party A shall be granted the right to enter the House. When entering the House, Party A shall try to minimize any disturbance to Party B's business within the reasonable limits of the circumstances at that time. The cost of such inspection and testing shall be borne by Party A, unless such inspection and testing indicates that Party B has not complied with any environmental requirements, in which case Party B shall compensate Party A for the reasonable cost of inspection and testing.

29. Public order

29.1. Party B shall accept and comply with the command and arrangement of Party A and the management company on public order within the Zone. Party B acknowledges and agrees that it shall manage and keep the House and its related goods, vehicles, and other property within the Zone on its own. Party A shall provide basic security services for the Zone, but shall not be liable for compensation for losses incurred by Party B due to security issues. Party B shall be responsible for the safety of the House and its related goods, vehicles, and other property within the Zone.

29.2. Party B must comply with and cause its employees, agents, invitees, visitors, or permitted users to comply with the regulations and restrictions on vehicle parking established by Party A or the management company. Party B shall not cause its vehicles or allow or acquiesce in the vehicles of its employees, agents, invitees, visitors, or permitted users to park at will and obstruct the entrances and exits or other public areas of the Zone.

30. Exemption

30.1. In addition to the monetary payment obligation under this Contract, if either party delays in fulfilling its obligations under this Contract due to natural disasters (such as floods, fires, storms, lightning, typhoons), government restrictions, government regulations, government control, delayed issuance of permits or approvals, hostile or hostile behavior towards the government, civil riots, fires, or other disasters, or other reasons beyond the reasonable control of the affected party, the affected party shall not be liable for such delay.

30.2. Unless otherwise expressly provided in this Clause 30.2, Party A shall not be liable to Party B for any of the following matters, and Party B shall have no right to claim the termination of this Contract from Party A for any of the following matters, and shall require Party A to pay liquidated damages and/or damages, or to reduce, stop, delay, refuse to pay any rent, property management service fee, or fees agreed to be paid under this Contract.

(1) Due to the repair and maintenance of the House or its adjacent Houses or Zone, or the decoration, addition or renovation of the House or its adjacent Houses or Zone in accordance with the procedures specified in this Contract, the temporary cessation of use of public facilities, or the temporary interruption of water, electricity, telephone, fax or other related services or supplies of the House, resulting in losses to Party B or its employees, agents, contractors or visitors, provided that Party A or the Management Company uses its best reasonable efforts to restore or remedy such interruption after it occurs.

(2) Due to any malfunction, defect, damage to elevators, fire and security facilities, air conditioning systems, or other equipment within the Zone not caused by Party A or the management company, or insufficient supply, faults, fractures, changes, interference or shutoff of electricity, water, gas, telecommunications and telephone services, as well as other public facilities, not caused by Party A or the management company, Party B or third parties may suffer personal or property damage, loss, destruction, or any business loss or disturbance or inconvenience, provided that Party A or the Management Company uses its best reasonable efforts to restore or remedy such interruption after it occurs.

(3) Party A shall not be responsible for the security and storage of the Zone, the House or its personnel and property. The security personnel, management personnel, mechanical or electronic anti-theft systems of any nature provided by Party A or the management company do not constitute Party A's responsibility for the security of the House or its personnel and property. Party B shall be responsible for the security of the House and its personnel and property at any time. However, if the personal or property damage is caused by the negligence of Party A in security, Party A shall bear corresponding responsibilities.

(4) Temporary suspension of use of facilities such as air conditioners, antennas and elevators in the Zone due to re-installation, maintenance or repair works of public parts or facilities of the Park by Party A or the management company causing inconvenience or interference to Party B's use of the Premises, or causing loss or damage to Party B; provided that Party A or the management company informs Party B of such re-installation, repair or repair works at least [3 working days] in advance. Party B shall not reduce or stop paying rent, management fee, or other fees required to be paid under this Contract due to the occurrence of the aforementioned events.

30.3. Before Party B's signing this contract, Party A has truthfully informed Party B of whether the House is mortgaged, that is, whether the House is mortgaged. Before signing this contract, Party B has clearly known the nature of the House, land use, rights restrictions, registration of other rights, and other real estate registration information related to the House.

31. Entire agreement

31.1. This Contract constitutes the complete agreement between Party A and Party B regarding the subject matter of this Contract. Any oral or written statement, explanation, promise or agreement made by or on behalf of Party A or Party B, and any previous agreement, promise, negotiation or statement not included in this Contract, shall be replaced by this Contract. Unless a written legal document is signed by both parties to this Contract, this Contract cannot be modified.

32. Severability

32.1. If any term or provision of this Contract is illegal, invalid or unenforceable under current or future law, the intention of both parties to this Contract is that the remaining part of this Contract shall not be affected. The intention of both parties to this Contract also includes, in order to replace each illegal, invalid, or unenforceable term in this Contract, adding a legal, valid, and enforceable term that is as similar as possible to the illegal, invalid, or unenforceable term or provision as part of this Contract (if possible).

33. Notice

33.1. All notices and communications between both parties shall be made in Chinese and in writing, and shall be delivered or sent to the designated contact person, contact address or e-mail at the top of this contract.

33.2. Notices shall be deemed to have been delivered at the following times:

- (1) If delivered by hand, upon arrival at the designated address, but with certificate of delivery;
- (2) If delivered by courier, on the third (3rd) working day after the date of posting unless there is evidence to the contrary;
- (3) If sent by e-mail, the sender's e-mail system confirms that the e-mail has been sent to the recipient's e-mail receiving system.

33.3. Either party may change its designated contact person, contact address, or e-mail by giving notice in the aforementioned manner. However, until the aforementioned changes are made and take effect, the other party shall still have the right to deliver or send the notice to the original designated contact person, contact address, or e-mail, and such delivery shall be deemed effective.

34. Miscellaneous

34.1. If there is more than one person, company or association included in the "Party B" of this Contract, each party shall be jointly and severally liable for the obligations of Party B.

34.2. The general interpretation rules that any ambiguous provisions shall be construed against the drafting party shall not apply to the interpretation of this Contract or any appendix or modification to this Contract.

34.3. Prior to the signing of this Contract by both parties, the contract text handed over by Party A to Party B shall not have any binding force or validity, shall not constitute an option to lease the House, nor shall it confer any rights or impose any obligations on either party.

34.4. Unless the context otherwise requires, words of either gender in this Contract shall be construed as including any other gender, and words in the singular shall include the plural. The headings in this Contract are for convenience only and do not define, limit, or otherwise describe the scope or intent of this Contract or other provisions of this Contract in any way, or affect the interpretation of this Contract in any way.

34.5. Unless otherwise specified in this Contract, if Party B fails to make any payment in accordance with the payment date specified in the terms of this Contract, Party B shall pay the late fees to Party A calculated at a daily interest rate of 0.05% from the due date (including the date) to the date of full payment (excluding the date). The late fees and liquidated damages under this Contract shall be deemed as other due payments under this Contract, and Party B shall pay them.

34.6. Each party shall, and shall prompt its directors, officers, employees, representatives, agents, and consultants to, assume confidentiality responsibilities in relation to the following information (hereinafter referred to as "**confidential information**"):

(i) Information received by it from the other party regarding the other party's business, operations, and affairs; and (ii) the provisions of this Contract. Unless required by applicable laws, regulations, orders, judgments, rulings, or exchange rules, each party shall not, and causes its directors, officers, employees, representatives, agents, and advisors shall not, directly or indirectly, reveal, disclose, publicize or otherwise announce confidential information. Despite the aforementioned provisions, both parties agree that either party or its affiliates may publish press releases or announcements mentioning general information about this Contract (including the conclusion of this Contract, the identities of each party, the location and area of the House, the purpose of the House, and evaluations of the commercial relationship between the parties or their respective affiliates). However, such press releases or announcements shall not contain any information related to rent and other payables, payment arrangements, or other important commercial terms stipulated in this Contract.

For the avoidance of doubt, confidential information will not include the following information: (i) The information has been or will be available through public channels (except for those caused by the receiving party violating this Article); (ii) the information was already owned by the receiving party before its disclosure; and (iii) the information is independently obtained by the receiving party without the use of confidential information. Each party's obligations under this Article shall remain valid for one year after the termination or expiration of this Contract.

34.7. The interpretation of this Contract shall be governed by Chinese law and shall not include any conflict of law principles. Any disputes arising out of or in connection with this Contract (including any issues regarding the formation, validity, or termination of the Contract) shall be submitted to the Shanghai International Arbitration Center ("SHIAC") and resolved in Shanghai in accordance with the arbitration rules in effect at the time of application for arbitration. The arbitration award shall be final and binding on all parties. Unless otherwise awarded by the arbitrator, the losing party shall bear the arbitration fees. The arbitration language shall be Chinese. The arbitration shall be decided by one arbitrator appointed by SHIAC in accordance with the rules in effect at the time of arbitration.

34.8. All appendices to this Contract including Part I to Part III are hereby incorporated and become a part of this Contract. In case of any conflict between these appendices and the terms of this Contract, these appendices shall prevail.

34.9. The Chinese version of this Contract shall prevail. This Contract can be signed in multiple copies, each of which has the same legal effect.

34.10. Party B acknowledges that the "Hardbound Laboratory and Office Service Contract" signed by Party B and Shanghai Concora Management Consulting Co., Ltd. on June 29, 2023 constitutes an integral part of this contract and is complementary to each other. If the "Hardbound Laboratory and Office Service Contract" is terminated, both parties have the right to terminate this contract simultaneously. If the "Hardbound Laboratory and Office Service Contract" is terminated prematurely due to the breach of contract by either party, and this contract is subsequently terminated, it shall be deemed that this contract is terminated prematurely due to the breach of contract by that party, and that party shall bear the liability for breach of contract in accordance with this contract.

(The following parts of this page are intentionally left blank)

(Signature page)

This is to certify that Party A and Party B have signed this Contract as of the date first above written.

Party A: (seal) Shanghai Chuangzhi Space Entrepreneurship Incubator
Management Co., Ltd. Seal

Authorized representative:

Signature: /s/ Shirlene Yang Song

Party B: (seal) Shanghai ShouTi Biotechnology Co., Ltd. Company Seal

Authorized representative:

Signature: /s/ Raymond Stevens

Part Three

Handover Procedure

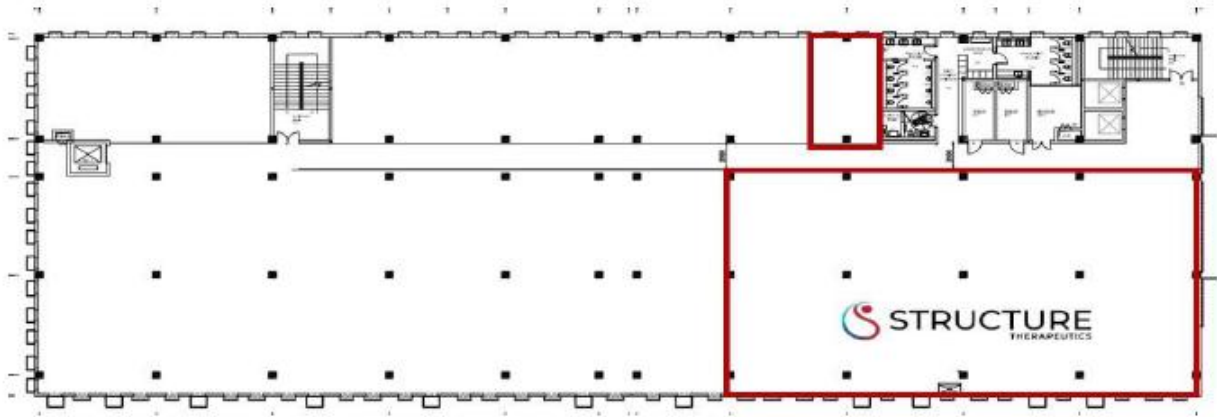
Before the delivery date, Party B shall dispatch personnel to handle the handover procedures with Party A. Both parties confirm that the delivery date of the premises as agreed herein shall be no later than December 1, 2023. Subject to the provisions of Article 2.2 hereof, if Party B does not dispatch any personnel to participate in the handover on the same day, Party B shall be deemed to have accepted the handover of the Premises. During the handover, Party A and Party B shall jointly inspect the House and sign the *Premises Handover Letter*.

Appendix I

House Plan

1. The floor and/or room number on which the Premises is located is actually arranged by Party A. If it is different from the actual floor and/or room number, Party B will not unilaterally terminate this Contract and/or make any claims or any other forms of claims against Party A due to any differences between the arranged floor and/or room number and the actual floor and/or room number, provided that such difference does not materially and adversely affect Party B's rights and interests under this Contract.

2. Without harming the interests of Party B, Party A may adjust the floor and/or room number of the Premises based on the block division. Party B will not unilaterally terminate this Contract and/or make any claims or any other forms of rights claims against Party A due to any differences between the arranged floor and/or room number and the actual floor and/or room number.



Appendix II

Premises Handover Letter

In accordance with the *Premises Leasing Contract* signed between [] and [] on [], [] has handed over the Premises located at [] to [] on [].

[] (seal)
Authorized representative:

Signature: _____

[] (seal)
Authorized representative:

Signature: _____

Appendix III

Premises Delivery Standards

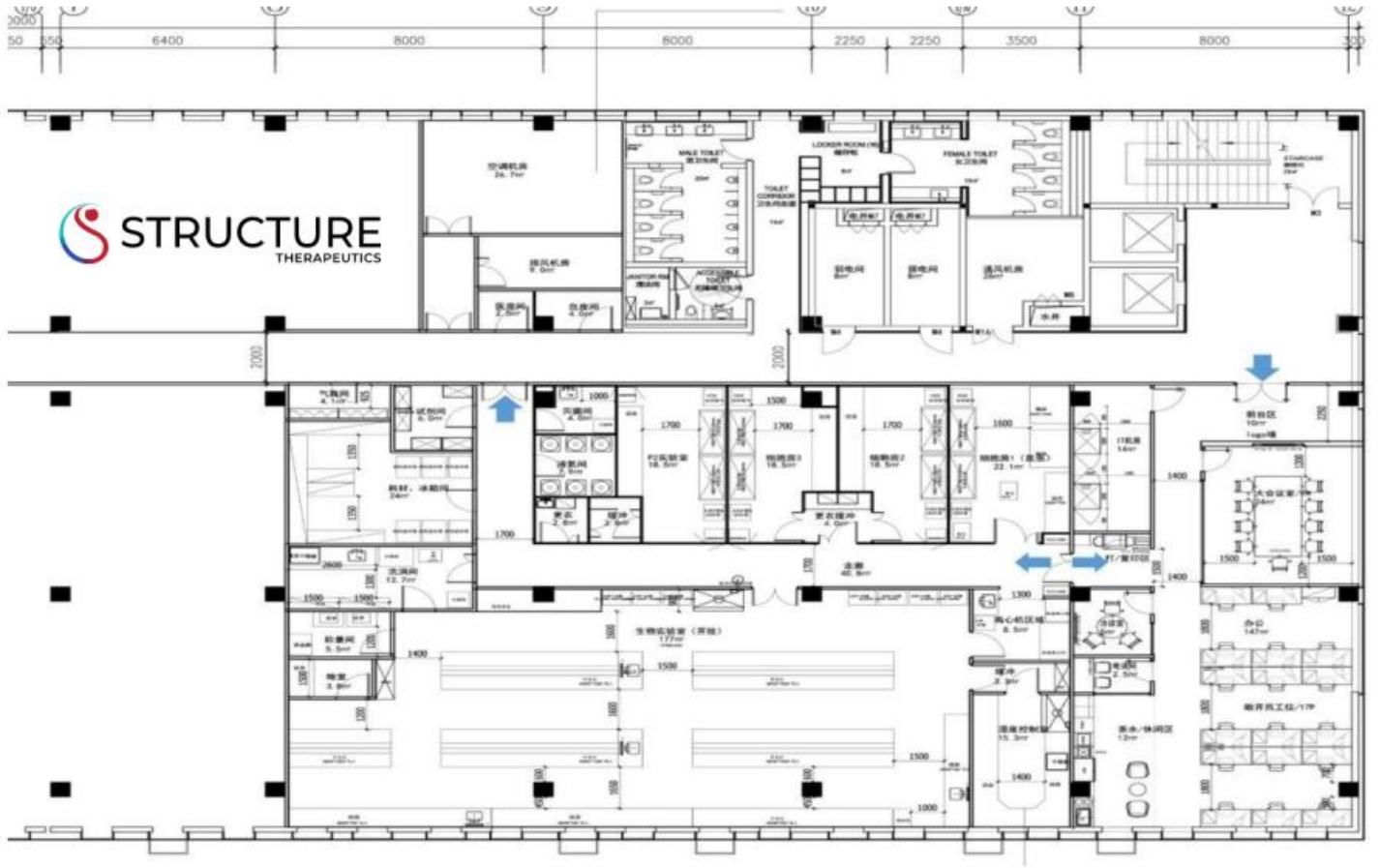
Decoration: Fine decoration delivery (as shown in the table below) (Note: Detailed communication with Structure is required)

Floor height: 4.0m (net height of laboratory ceiling: 2.55m)

Load: 250kg/

Other Delivery Standards:

1. Party A shall provide Party B with the acceptance permit for completion of decoration of the area where the premises are located;
2. The premises shall meet the EIA conditions required for Party B to conduct the bio- pharmaceutical research and development pilot test. Party A shall be solely responsible for the EIA application for the premises (Party B shall inform the relevant requirements in advance and reach agreement with Party A), obtain the relevant EIA approval before Party B enters the premises, and bear the relevant expenses;
3. The decoration and other hardware conditions of the premises shall be able to meet the building technical specifications of Party B's application for biological laboratory II (Party B shall communicate with Party A in advance and confirm this), and Party A shall provide necessary documents according to Party B's reasonable requirements to assist Party B in obtaining the biological laboratory II qualification for the record. Party B shall be solely responsible for the record of the qualification of the biological second-level laboratory and the subsequent conduct of relevant business/research based on this, and bear the expenses and corresponding legal liabilities arising therefrom.



Front Desk Logo Wall Plan (1)



Front Desk Logo Wall Plan (2)









硕迪实验室交付标准清单					
序号	名称	单位	数量	品牌	备注
1	天地墙硬装				
1.1	隔墙工程	项	1	彩钢板采用林森、远大、绿叶或同等品牌； 玻璃隔断采用Abopart或同等品牌； 石膏板隔墙采用泰山或同等品牌； 传递窗零界或同等品牌	
1.2	天花工程	项	1	彩钢板采用林森、远大、绿叶或同等品牌； 矿棉板采用阿姆斯壮或同等品牌； 石膏板天花采用泰山或同等品牌	
1.3	地面工程	项	1	PVC采用台宝或同等品牌； 地毯美利肯、华腾或同等品牌	
2	办公家具				
2.1	9人会议室桌	张	1	steelcase、Vision或同等	3200*1400
2.2	洽谈室圆形桌	张	1	steelcase、Vision或同等	
2.3	员工桌	张	17	steelcase、Vision或同等	1500*700
2.4	会议椅	把	13	steelcase、Vision或同等	
2.5	员工椅	把	17	steelcase、Vision或同等	
2.6	沙发	个	2	steelcase、Vision或同等	休闲区
2.7	圆桌	个	1	steelcase、Vision或同等	休闲区
3	实验室家具				
3.1	中央台	米	27	致威或同等品牌	1500宽
3.2	边台	米	42.5	致威或同等品牌	750宽
3.3	水槽	套	8	无锡台雄或同等品牌	
3.4	龙头	套	8	无锡台雄或同等品牌	
3.5	试剂架	米	26	致威或同等品牌	
3.6	更衣柜	个	3	致威或同等品牌	
3.7	通风柜	个	2	致威或同等品牌	
3.8	试剂柜、防爆柜	个	5	欧利雅、致威或同等品牌	
3.9	货架	个	8	Local 或同等品牌	
3.10	紧急冲淋	个	1	无锡台雄或同等品牌	
3.11	洗眼器	个	2	无锡台雄或同等品牌	
3.12	天平台	个	2		硕迪自采
4	机电配套				
4.1	空调箱	项	1	国祥、开利或同等品牌	详见施工图

4.2	灯具	项	1	富士、欧普、造型灯Local定制或同等品牌	详见施工图
4.3	开关、插座	项	1	施耐德或同等品牌	详见施工图
4.4	废水提升装置	套	9	格兰富或同等品牌	
4.5	电视	台	1	小米或同等品牌	会议室
4.6	转接USB	个	1	Local或同等品牌	会议室
4.7	机柜	个	2	图腾/威图或同等品牌	
4.8	门禁	项	1	海康、中控或同等品牌	详见施工图
4.9	监控摄像头	项	1	海康威视/大华或同等品牌	详见施工图
4.10	视频监控主机	项	1	海康威视/大华或同等品牌	详见施工图
4.11	网络交换机/路由器	项	1	海康威视/大华或同等品牌	详见施工图
4.12	钢瓶管路及附件	套	2	Local 或同等品牌	
5	白色家电				
5.10	冰箱	个	1	海尔或同等品牌	茶歇区
5.20	消毒柜	个	1	西门子或同等品牌	茶歇区
5.30	直饮机	个	1	美的或同等品牌	茶歇区
5.40	微波炉	个	1	美的或同等品牌	茶歇区

硕迪实验室交付标准清单						
序号	名称	单位	数量	参考图片	品牌	备注
2	办公家具					
2.1	9人会议室桌	张	1		Steelcase或同等品牌	3200*1400 颜色可选
2.2	洽谈室圆形桌	张	1		国产Vision定制或同等品牌	颜色可选
2.3	员工桌 (1500*700)	张	17		国产Vision或同等品牌	颜色可选
2.4	会议椅	把	13		国产Vision或同等品牌	颜色可选
2.5	员工椅	把	17		国产Vision或同等品牌	颜色可选
2.6	高吧椅	个	2		国产Vision或同等品牌	休闲区 颜色可选
2.7	高吧圆桌	个	1		国产Vision或同等品牌	休闲区 颜色可选

SUBLEASE

THIS SUBLEASE ("Sublease"), dated as of June 29, 2023, is made by and between Aligos Therapeutics, Inc., a Delaware corporation ("Sublandlord"), and Structure Therapeutics USA Inc., a Delaware corporation ("Subtenant"). Sublandlord and Subtenant hereby agree as follows:

1. Recitals: This Sublease is made with reference to the following facts, intentions and understandings:

A. 601 & 651 Gateway Center LP, a Delaware limited partnership ("Master Landlord"), as Landlord, and Sublandlord, as Tenant, are parties to that certain Lease Agreement, dated as of December 9, 2021 (the "Master Lease"), with respect to those premises containing approximately 11,846 rentable square feet commonly known as Suite 900 (the "Premises") in the building located at 601 Gateway Boulevard, South San Francisco, California 94080 (the "Building"). A copy of the Master Lease is attached hereto as Exhibit A and incorporated by reference herein.

B. Sublandlord desires to sublease to Subtenant, and Subtenant desires to sublease from Sublandlord, the Premises, pursuant to the terms and conditions set forth below.

C. Capitalized terms not defined herein shall have the meanings set forth in the Master Lease.

2. Premises: Pursuant to the terms and conditions of this Sublease, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Premises. Sublandlord hereby represents and warrants to Subtenant that: (i) the Master Lease is in full force and effect; (ii) there exists under the Master Lease no default by Sublandlord or, to Sublandlord's knowledge, Master Landlord, nor has there occurred any event which, with the giving of notice or passage of time or both, would constitute such a default by Sublandlord or, to Sublandlord's knowledge, Master Landlord; (iii) Sublandlord has not assigned its interest in the Master Lease or sublet the Premises; and (iv) the copy of the Master Lease attached hereto is a true, correct and complete copy of the Master Lease.

3. Term:

A. Term. The term of this Sublease (the "Term") shall commence on August 1, 2023 ("Commencement Date"), and shall expire on the date of expiration of the Base Term of the Master Lease ("Expiration Date"), unless this Sublease is sooner terminated pursuant to its terms or the Master Lease is sooner terminated pursuant to its terms. Sublandlord shall deliver possession of the Premises to Subtenant on the Commencement Date. If Sublandlord is unable to deliver possession of the Premises to Subtenant on or before the Commencement Date, Sublandlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Sublease, or the obligations of Subtenant hereunder, or extend the Term, but in such case, the Commencement Date shall be delayed until the Premises have been delivered to Subtenant, and Subtenant shall not be obligated to perform any other obligation of Subtenant hereunder (that requires performance on and after the Commencement Date) until Sublandlord delivers possession of the Premises to Subtenant. Notwithstanding the foregoing, if Sublandlord is unable to deliver possession of the Premises to Subtenant on or before September 30, 2023, then Subtenant may terminate this Sublease by written notice to Sublandlord on or before October 31, 2023, whereupon any monies previously paid by Subtenant to Sublandlord shall be reimbursed to Subtenant and the parties shall have no further obligation to each other. Once the Commencement Date has been established, Sublandlord and Subtenant shall execute a commencement date memorandum setting forth the Commencement Date; provided, however, that the failure to execute such a memorandum shall not affect Subtenant's liability hereunder.

B. Early Access. Sublandlord shall take all necessary steps (including Master Landlord's consent, if required) to allow Subtenant access to the Premises no less than fourteen (14) days prior to the Commencement Date ("Early Occupancy Period") to allow Subtenant to install and set up furniture, fixtures and equipment and to prepare the Premises for occupancy. During such Early Occupancy Period, Subtenant shall be subject to all of the terms and conditions of this Sublease except for the payment of Base Rent and Additional Rent.

C. No Option to Extend. Subtenant acknowledges that Sublandlord has no obligation to exercise the Extension Right under the Master Lease, and that Subtenant has no right to cause Sublandlord to exercise such Extension Right. Subtenant has no option to extend the Term of this Sublease, even if Sublandlord exercises the Extension Right under the Master Lease. Subtenant further acknowledges that, if Sublandlord exercises the Extension Right, and Sublandlord agrees that Subtenant may continue to sublease the Premises for all or a portion of the Extension Term, monthly base rent for such sublease will be based upon the Market Rate at such time, in accordance with the provisions of the Master Lease.

4. Rent:

A. Monthly Base Rent. Commencing on the Commencement Date and continuing throughout the Term, Subtenant shall pay to Sublandlord monthly base rent ("Monthly Base Rent") for the Premises in the amount of \$3.45 per rentable square foot of the Premises per month (i.e., \$40,868.70 per month). Such Monthly Base Rent shall be increased by three percent (3%) on each anniversary of the Commencement Date.

Provided that Subtenant is not in default of the terms and conditions of this Sublease, Sublandlord agrees to abate Subtenant's obligation to pay Monthly Base Rent for the first four (4) complete months of the Term (the "Conditional Rent"). In the event of a material default at any time during the Term that is not cured within the time period provided for cure of such default under the Master Lease, as incorporated herein, or under this Sublease, as the case may be, then, in addition to any other remedies to which Sublandlord may be entitled Sublandlord shall be entitled to recover the Conditional Rent (i.e., the Conditional Rent shall be deemed not have been abated and shall become immediately due and payable as unpaid Rent earned, but due at the time of such default). The right to the abatement set forth above shall be personal to the initial Subtenant hereunder and shall not be transferable to any assignee, sublessee or other transferee of the initial Subtenant's interest in this Sublease. During the abatement period, Subtenant shall still be responsible for the payment of all additional sums payable under this Sublease (other than Tenant's Share of Excess Operating Expenses), if any.

B. Additional Rent: Commencing on January 1, 2025 and subject to a 2024 Base Year, and continuing for each month thereafter during the Term, Subtenant shall be responsible for the payment of Tenant's Share of Excess Operating Expenses payable by Sublandlord pursuant to the terms and conditions of the Master Lease, and for the payment of costs of utilities under Section 11 of the Master Lease. Subtenant and Sublandlord agree, as a material part of the consideration given by Subtenant to Sublandlord for this Sublease, that Subtenant shall pay one hundred percent (100%) of Tenant's Share of Excess Operating Expenses commencing on January 1, 2025, such that Sublandlord shall receive, as net consideration for this Sublease, full reimbursement thereof. Subtenant shall pay 1/12th of Tenant's Share of Excess Operating Expenses on a monthly basis at the same time Subtenant pays Monthly Base Rent. If during any calendar year Sublandlord is determined, upon receipt by Sublandlord of the Annual Statement, to have overpaid Tenant's Share of Excess Operating Expenses under the Master Lease and, as a result, Subtenant has overpaid Tenant Share of Excess Operating Expenses under this Sublease, such overpayment shall be credited toward the payments next due from Subtenant. In addition, in the event Sublandlord exercises its audit right under Section 5 of the Master Lease, and as a result Sublandlord receives a refund of any excess payment of Tenant's Share of Operating Expenses, Sublandlord shall promptly refund to Subtenant any portion of such refund attributable to excess payment by Subtenant, if any.

Tenant Share of Excess Operating Expenses, and any and all other amounts Subtenant assumes or agrees to pay under the provisions of this Sublease, including without limitation any and all other sums that may become due by reason of any default of Subtenant or failure to comply with the agreements, terms, covenants and conditions of this Sublease to be performed by Subtenant, after any applicable notice and cure period, shall be "Additional Rent" under this Sublease. All Additional Rent not required by this Sublease to be paid at the time and in the manner for payment of Monthly Base Rent shall be payable by Subtenant to Sublandlord within ten (10) days after receipt of Sublandlord's invoice therefor.

C. General. Monthly Base Rent and Additional Rent are sometimes referred herein collectively as "Rent". As used herein, the word "month" shall mean the period beginning on the first (1st) day of a month and ending on the last day of that month. Rent shall be paid on or before the first (1st) day of each calendar month during the Term. Rent for any period during the Term which is for less than one month of the Term shall be a pro rata portion of the monthly installment based on the number of days in that month. Rent shall be payable without notice or demand and without any demand, deduction, offset or abatement (except as expressly set forth in Section 4.A.), in US Dollars. Rent shall be paid to Sublandlord at 1 Corporate Drive, 2nd Floor, South San Francisco, CA 94080, Attn: Corporate Controller, or paid by such other method or remitted to such other address as Sublandlord may request from time to time.

D. Prepayment of First Month's Monthly Base Rent: Upon execution of this Sublease by Subtenant, Subtenant shall pay to Sublandlord the sum of \$40,868.70 , which shall be applied to the payment of the first (1st) installment of Monthly Base Rent for the Premises payable by Subtenant hereunder.

5. Security Deposit. Upon execution of this Sublease by Subtenant, Subtenant shall deposit with Sublandlord, in cash, the sum of \$45,998.08 (which sum is equal to one (1) month's Monthly Base Rent payable during the last month of the Term) (the "Security Deposit"), as security for the performance by Subtenant of the terms and conditions of this Sublease. The Security Deposit shall be governed by the provisions of Section 6 of the Master Lease, as incorporated herein (deleting any reference to a Letter of Credit), except that any reference to the Security Deposit shall be deemed to refer to the Security Deposit described in this Section 5.

6. Late Charge; Interest: If Subtenant fails to pay Sublandlord any Rent or other sums due from Subtenant to Sublandlord hereunder, and if Subtenant does not cure such failure within five (5) days after the due date, Subtenant shall pay Sublandlord such late charges and interest at the Default Rate as shall be due under Section 21(b) of the Master Lease, as incorporated herein. Acceptance of a late charge by Sublandlord shall not constitute a waiver of Subtenant's default with respect to such overdue amount, nor prevent Sublandlord from exercising any of the other rights and remedies granted hereunder. Payment of a later charge or interest shall not excuse or cure any default hereunder by Subtenant.

7. Delivery Condition; Repairs. Sublandlord shall deliver the Premises to Subtenant professionally cleaned, free of debris and with all operating and mechanical systems in good, clean, working condition and repair. Other than as set forth in the preceding sentence, Sublandlord shall deliver the Premises in its current "as-is, where is" condition, and Subtenant agrees that Sublandlord has not made any representations or warranties of any kind or nature whatsoever respecting the Premises, or the furniture or fixtures located in or serving the Premises, or their condition or suitability for Subtenant's uses. Subtenant hereby represents to Sublandlord that (i) Subtenant has fully inspected the Premises and the physical condition thereof and the zoning regulations with respect thereto, including, without limitation, accessibility, location of utilities and improvements and earthquake preparedness, which in Subtenant's judgment affect or influence Subtenant's use of the Premises and Subtenant's willingness to enter into this Sublease; and (ii) Subtenant is relying on its own inspection in subleasing the Premises. Sublandlord shall have no obligation whatsoever to (y) make repairs caused by the act or omission of Subtenant, its agents, employees or contractors, or (z) make or pay the cost of any alterations or improvements to the Premises, including, without limitation, any improvement required to comply with any law, regulation, building code or ordinance (including, without limitation, the Americans With Disabilities Act of 1990 ("ADA")). Sublandlord shall have no obligation to make or pay the cost of any repairs (or capital improvements) required to be performed by Master Landlord under the Master Lease, and Sublandlord's sole obligations in this regard are as stated in Sections 23.A and 23.C hereof.

8. Indemnity; Limitation of Liability: To the fullest extent permitted by law (and in addition to the indemnifications set forth in the Master Lease, including, without limitation, Sections 8, 16 and 30(b) of the Master Lease), Subtenant shall indemnify, protect, defend (with counsel reasonably acceptable to Sublandlord) and hold harmless Sublandlord and its officer, agents, employees, successors and assigns ("Sublandlord's Agents"), and Master Landlord, from and against any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with: (i) the use, occupancy or condition of the Premises; (ii) the negligence or willful misconduct of Subtenant or its employees, contractors, agents or invitees; (iii) a breach of Subtenant's obligations under this Sublease; or (iv) a breach of Subtenant's obligations under the Master Lease, as incorporated herein; provided, however, that Subtenant shall have no obligation to indemnify Sublandlord to the extent any such claims, liabilities, judgments, causes of action, damages, costs or expenses are caused by the gross negligence or willful misconduct of Sublandlord or Sublandlord's Agents. The foregoing indemnifications shall survive the expiration or earlier termination of this Sublease. Notwithstanding anything to the contrary contained in this Sublease, in no event shall Sublandlord or Subtenant be liable for any indirect, consequential, special, exemplary, incidental or punitive damages incurred by the other party (including, without limitation, any injury to such party's business or loss of income or profit therefrom) in connection with this Sublease, the Premises or the Building, except for Subtenant's potential liability for consequential damages under Section 8 of the Master Lease, as incorporated herein.

9. Right to Cure Defaults: If Subtenant fails to perform any act on its part to be performed hereunder, then Sublandlord may, but shall not be obligated to, perform such act. All costs and expenses of performing any such act shall be deemed Additional Rent payable by Subtenant to Sublandlord upon demand.

10. Assignment and Subletting: Subtenant shall not assign, sublet, transfer, pledge, or otherwise encumber all or any part of the Premises, or permit the use or occupancy of the Premises by any person other than Subtenant, without the prior written consent of Sublandlord and Master Landlord, under the terms and conditions of the Master Lease. Any transfer, circumstance or event which constitutes an assignment or subletting under the Master Lease shall constitute an assignment or subletting under this Sublease.

11. Use: Subtenant may use the Premises only for general office use and for no other purpose, and shall otherwise comply with the provisions of Section 7 of the Master Lease, as incorporated herein. Subtenant shall not store any materials, supplies, finished or unfinished products or articles of any nature outside of the Premises. Notwithstanding anything to the contrary contained in this Sublease, there shall be no abatement of Rent or liability of Sublandlord on account of injury to or interference with Subtenant's business (including loss of profits) or damage to Subtenant's property with respect to any services performed or provided by Sublandlord or Master Landlord, except to the extent of any abatement of Rent provided by Master Landlord to Sublandlord pursuant to the Master Lease.

12. Effect of Conveyance: As used in this Sublease, the term "Sublandlord" means the holder of the Tenant's interest under the Master Lease. In the event of any transfer of Tenant's interest under the Master Lease, from and after the effective date thereof Sublandlord shall be and hereby is entirely relieved of all covenants and obligations of Sublandlord hereunder, and it shall be deemed and construed, without further agreement between the parties, that the transferee has assumed and shall carry out all covenants and obligations thereafter to be performed by Sublandlord hereunder, without any further action by Sublandlord, Subtenant or such transferee. Sublandlord shall transfer and deliver any Security Deposit of Subtenant to the transferee of said Tenant's interest in the Master Lease, and thereupon Sublandlord shall be discharged from any further liability with respect thereto.

13. Sublandlord's Obligations: Sublandlord covenants and agrees that, so long as Subtenant complies with its obligations under this Sublease, Sublandlord (i) will pay in full all rent payable by it as Tenant under the Master Lease not assumed by Subtenant hereunder and will not cause or permit a default by Tenant under the Master Lease which is unrelated to the obligations which Subtenant has assumed under this Sublease, (ii) will not, without Subtenant's consent, exercise any right to terminate the Master Lease, other than on account of casualty or condemnation, and (iii) will not agree to any amendment of the Master Lease which would adversely affect Subtenant's rights hereunder. Sublandlord further covenants that Subtenant, subject to the provisions of the Master Lease and this Sublease, upon paying the Rent and performing all of the duties, covenants, agreements and obligations agreed to be performed by Subtenant hereunder, will have, hold and enjoy quiet possession of the Premises, free from claims of persons claiming by or through Sublandlord for the term of this Sublease. Notwithstanding the foregoing, Sublandlord shall have no liability to Subtenant for its violation of this Section 13 if Master Landlord agrees that Subtenant may remain in possession of the Premises upon any termination of the Master Lease on the same terms as this Sublease for the remainder of the Term.

14. Improvements

A. Alterations and Improvements. Subtenant shall not make any alterations, modifications or improvements to the Premises without the prior written consent of Master Landlord and Sublandlord, pursuant to the terms of the Master Lease; provided, that Subtenant shall have the right to make nonstructural Notice-Only Alterations without the prior written consent of Master Landlord and Sublandlord only if the aggregate cost of all such work in any 12 month period does not exceed \$25,000.00. Sublandlord shall not be required to provide a tenant improvement allowance to Subtenant in connection with Subtenant's construction of any alterations or improvements, all of which shall be constructed at Subtenant's sole cost and expense.

B. Construction. Subtenant shall construct any alterations or improvements in compliance with all applicable law, in a good and workmanlike manner, free of defects and using new materials and equipment of good quality, and otherwise in compliance with the applicable provisions of the Master Lease. Subtenant shall carry, or cause its contractor to carry, such insurance as is required by the applicable provisions of the Master Lease and as may reasonably be required by Sublandlord.

C. Removal of Improvements. Upon the expiration or earlier termination of this Sublease, Subtenant, at its sole cost and expense, shall be responsible for removing any and all personal property of Subtenant, including all alterations or improvements installed in the Premises by Subtenant and restoring the Premises to substantially its condition immediately prior to the alteration or improvement, but only if and to the extent required by Sublandlord or Master Landlord.

15. Furniture, Fixtures and Equipment. During the Term, Subtenant may use, at no additional charge, all of the furniture fixtures and equipment ("FF&E") located in the Premises described in Exhibit B. The FF&E is provided by Sublandlord in its "AS IS, WHERE IS" condition, without any representation or warranty whatsoever (including without limitation any representation or warranty as to the FF&E's condition or fitness for a particular purpose). Subtenant shall use the FF&E at Subtenant's sole risk and in compliance with applicable laws. Subtenant shall maintain the FF&E in good condition and repair, reasonable wear and tear excepted, and shall be responsible for any loss or damage to the same during the Term. Sublandlord shall have no obligation to repair, maintain, service, replace, insure or pay any taxes applicable to the FF&E, all of which shall be the obligation of Subtenant. At the expiration or earlier termination of this Sublease, Subtenant shall have the right (but not the obligation) to purchase the FF&E for the sum of \$1.00. If Subtenant does not exercise such right to purchase the FF&E, Subtenant shall surrender the FF&E to Sublandlord in as good condition and repair as on the Commencement Date, ordinary wear and tear excepted. Subtenant shall not remove any of the FF&E from the Premises during the Term.

16. CASP Inspector. Sublandlord has not had an inspection of the Premises performed by a Certified Access Specialist as described in California Civil Code § 1938. A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

17. Surrender: Upon the expiration or earlier termination of this Sublease, Subtenant shall remove all of its trade fixtures, personal property, alterations and improvements if removal is required as provided in Section 14 above, and other property and improvements if and to the extent required under this Sublease, and shall surrender the Premises to Sublandlord in the same condition as received, free of Hazardous Materials, reasonable wear and tear excepted, and in compliance with the second (2nd) paragraph of Section 18 of the Master Lease. If the Premises are not so surrendered, then Subtenant shall be liable to Sublandlord for all costs incurred by Sublandlord in returning the Premises to the required condition, plus interest thereon at the Default Rate. Subtenant shall indemnify, defend with counsel reasonably acceptable to Sublandlord, protect and hold harmless Sublandlord against any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees) resulting from Subtenant's delay in surrendering the Premises in the condition required, including, without limitation, any claim made by Sublandlord or any succeeding tenant founded on or resulting from such failure to surrender. The indemnification set forth in this Section shall survive the expiration or earlier termination of this Sublease.

18. Brokers: Sublandlord represents that it has dealt with no real estate broker, lender, agent or salesman in connection with this transaction except for CBRE. Subtenant represents that it has not dealt with real estate broker, lender, agent or salesman in connection with this transaction except for Cushman & Wakefield. Sublandlord shall be responsible for the payment of a commission to each of CBRE and Cushman & Wakefield per the terms of separate agreements. Each party agrees to indemnify, defend and hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any other agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman, or finder. The indemnification set forth in this Section shall survive the expiration or earlier termination of this Sublease.

19. Notices: Unless five (5) days' prior written notice is given in the manner set forth in this Section, the address of each party for all purposes connected with this Sublease shall be that address set forth below their signatures at the end of this Sublease. The address for Master Landlord shall be as set forth in the Master Lease. All notices, demands, or communications in connection with this Sublease shall be considered received when (i) personally delivered; or (ii) if properly addressed and either sent by nationally recognized overnight courier or deposited in the mail (registered or certified, return receipt requested, and postage prepaid), on the date shown on the return receipt for acceptance or rejection. Each party shall promptly deliver to the other a copy of any notice received from or delivered to Master Landlord respecting the Premises or the right or obligations or Sublandlord or Subtenant hereunder.

20. Severability: If any term of this Sublease is held to be invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Sublease shall remain in full force and effect to the fullest extent possible under the law, and shall not be affected or impaired.

21. Amendment: This Sublease may not be amended except by the written agreement of all parties hereto.

22. Insurance; Waiver of Subrogation: Subtenant shall procure and maintain all insurance policies required to be carried by the Tenant under the Master Lease, including, without limitation, Section 17 of the Master Lease, with respect to the Premises. All such liability policies shall name Sublandlord and Master Landlord as additional insureds. Certificates of insurance reflecting that the insurance required to be carried by Subtenant pursuant to this Sublease and the Master Lease is in force, accompanied by an endorsement showing the required additional insureds satisfactory to Sublandlord in substance and form, shall be delivered to Sublandlord at the time Subtenant executes this Sublease (and in any event prior to any entry onto the Premises by Subtenant, its agents, employees or contractors) and upon renewal of such policies, but not less than thirty (30) days prior to the expiration of the term of such coverage. The waiver of subrogation provision contained in Section 17 of the Master Lease shall be deemed to be a three-party agreement binding among and inuring to the benefit of Sublandlord, Subtenant and Master Landlord.

23. Other Sublease Terms:

A. Incorporation by Reference. Except as otherwise provided in this Sublease or insofar as the provisions of the Master Lease do not conflict with the specific provisions hereof, the terms and provisions contained in the Master Lease are incorporated herein and made a part hereof as if set forth at length; provided, however, that: (i) each reference in such incorporated sections to "Lease" shall be deemed a reference to this "Sublease"; (ii) each reference to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (iii) with respect to work, services, repairs, restoration, insurance or the performance of any other obligation of Master Landlord under the Master Lease, the sole obligation of Sublandlord (subject to the last two sentences in Section 23C below) shall be to request the same in writing from Master Landlord, as and when requested to do so by Subtenant, and to use Sublandlord's commercially reasonable good faith efforts (provided Subtenant pays all costs incurred by Sublandlord in connection therewith) to obtain Master Landlord's performance; (iv) with respect to any obligation of Subtenant to be performed under this Sublease, wherever the Master Lease grants to Sublandlord a specified number of days to perform its obligations under the Master Lease (excluding the payment of Monthly Base Rent and Excess Operating Expenses), Subtenant shall have three (3) fewer days to perform the obligation, including, without limitation, curing any defaults, provided that Subtenant shall have no fewer than two (2) business days to cure any default; (v) Sublandlord shall have no liability to Subtenant with respect to (a) representations and warranties made by Master Landlord under the Master Lease, (b) any indemnification obligations of Master Landlord under the Master Lease, or other obligations or liabilities of Master Landlord under the Master Lease with respect to compliance with laws, condition of the Premises or Hazardous Materials, and (c) any obligations under the Master Lease to repair, maintain, restore, or insure all or any portion of the Premises, regardless of whether the incorporation of one or more provisions of the Master Lease might otherwise operate to make Sublandlord liable therefor; (vi) with respect to any approval or consent required to be obtained from Master Landlord under the Master Lease, such approval or consent must be obtained from both Master Landlord and Sublandlord, and the approval of Sublandlord may be withheld if Master Landlord's approval or consent is not obtained; (vii) in any case where "Tenant" is to indemnify, release or waive claims against "Landlord", such indemnity, release or waiver shall be deemed to run from Subtenant to both Master Landlord and Sublandlord; (viii) Subtenant shall pay all consent and review fees set forth in the Master Lease to both Master Landlord and Sublandlord; (ix) Subtenant shall not have the right to terminate this Sublease due to casualty or condemnation unless Sublandlord has such right under the Master Lease, and as between Sublandlord and Subtenant only, all insurance proceeds or condemnation awards received by Sublandlord under the Master Lease shall be deemed to be the property of Sublandlord; and (x) in any case where "Tenant" is to execute and deliver certain documents or notices to "Landlord", such obligation shall be deemed to run from Subtenant to both Master Landlord and Sublandlord.

The following provisions of the Master Lease are expressly **not** incorporated herein by reference: basic lease information on page 1 of the Master Lease, except for the definitions of Project, Rentable Area of Project, and Permitted Use; the first sentence in Section 1; Section 2; Section 3; Section 4; the first paragraph in Section 5; the penultimate paragraph in Section 5; all references to a "Letter of Credit" in Section 6; the first sentence in Section 12; Section 35; Section 39; Section 40(o); Exhibit C; Exhibit D; and Exhibit F.

In the following provisions of the Master Lease, as incorporated herein, the term Landlord shall refer to Master Landlord only: Section 1; Section 5; the final sentence in Section 7; Section 9; Section 11; Section 13; Section 17; Section 18; Section 19; Section 40(n); and Section 40(r).

In the event of any conflict between this Sublease and the Master Lease, the terms of this Sublease shall control as between Sublandlord and Subtenant. Subtenant hereby acknowledges that it has read and is familiar with all the terms of the Master Lease, and agrees that this Sublease is subordinate and subject to the Master Lease.

B. Performance of Obligations. This Sublease is and all times shall be subject and subordinate to the Master Lease and the rights of Master Landlord thereunder. Subtenant hereby expressly agrees: (i) to comply with all provisions of the Master Lease applicable to the Premises to the extent incorporated herein during the Term; (ii) to perform all the obligations on the part of the "Tenant" to be performed under the terms of the Master Lease during the Term to the extent incorporated herein; and (iii) to hold Sublandlord free and harmless of and from all liability, judgments, costs, damages, claims, demands, and expenses (including reasonable attorneys' and experts' fees) arising out of Subtenant's failure to comply with or to perform Subtenant's obligations hereunder or the obligations of the "Tenant" under the Master Lease as herein provided or to act or omit to act in any manner which will constitute a breach of the Master Lease. The foregoing indemnification shall survive the expiration or earlier termination of this Sublease. Additionally, in the event of any casualty or condemnation affecting the Premises, Rent payable by Subtenant shall be proportionately abated, but only as to the portion of the Premises damaged or taken and only to the extent that Rent payable by Sublandlord is abated or reduced with respect to such portion of the Premises.

C. Performance by Sublandlord. Notwithstanding anything to the contrary contained in this Sublease, Sublandlord shall not be required to furnish, supply or install anything required of Master Landlord under any provision of the Master Lease. Sublandlord shall have no liability or responsibility whatsoever for Master Landlord's failure or refusal to perform under the Master Lease. Sublandlord shall use its commercially reasonable good faith efforts to cause Master Landlord to observe and perform its obligations under the Master Lease, but the foregoing shall not be a guarantee by Sublandlord of Master Landlord's compliance with the provisions of the Master Lease. If following such commercially reasonable good faith efforts by Sublandlord, Master Landlord shall fail to perform its obligations under the Master Lease, then Subtenant shall have the right to take such action in its own name and Subtenant shall keep Sublandlord apprised of its activities in connection with such action. If (a) any such action against Master Landlord in Subtenant's name is barred by reason of lack of privity, non-assignability or otherwise, and (b) the failure of Master Landlord to perform its obligations under the Master Lease has, or may have, a materially adverse effect upon the Premises or Subtenant's permitted use thereof, then Subtenant may bring such action in Sublandlord's name and Sublandlord shall execute all documents reasonably required in connection therewith, provided that the same is without cost and expense to Sublandlord. Subtenant shall reimburse all costs and expenses Sublandlord shall incur attempting to enforce the Master Lease against Master Landlord with thirty (30) days following Sublandlord's delivery of an invoice therefor, together with reasonable supporting documentation.

24. Condition Precedent: This Sublease and Sublandlord's and Subtenant's obligations hereunder are conditioned upon Sublandlord having obtained the written consent of the Master Landlord to this Sublease, upon terms and conditions reasonably acceptable to Sublandlord and Subtenant in form reasonably satisfactory to Sublandlord and Subtenant ("Master Landlord's Consent"). If Master Landlord's Consent has not been received within thirty (30) days after the date of this Sublease, then Sublandlord or Subtenant may terminate this Sublease by giving ten (10) days' prior written notice to the other, in which case this Sublease shall terminate on the day following the last day of the ten (10)- day notice period (unless Master Landlord's Consent is received during such ten (10)- day period, in which case this Sublease shall remain in full force and effect), and neither party shall have any further rights or obligations hereunder and Sublandlord shall return to Subtenant all sums paid by Subtenant to Sublandlord in connection with Subtenant's execution hereof. The return of all sums paid by Subtenant to Sublandlord and the termination of this Sublease shall be Sublandlord's and Subtenant's sole and exclusive remedy in the event of a termination pursuant to this Section, including, without limitation, a termination resulting from Sublandlord's or Subtenant's reasonable determination that any term or condition proposed by Master Landlord to be included in a consent is unacceptable.

25. Miscellaneous: This Sublease contains all of the covenants, conditions and agreements between Sublandlord and Subtenant concerning the Premises, and shall supersede all prior correspondence, agreements and understandings concerning the Premises, both oral and written. This Sublease shall in all respects be governed by and construed in accordance with the laws of the state in which the Premises are located. If any term of this Sublease is held to be invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Sublease shall remain in full force and effect to the fullest extent possible under the law, and shall not be affected or impaired. This Sublease may not be amended except by the written agreement of all parties hereto. This Sublease may be executed electronically or by facsimile and in counterparts, all of which will be deemed originals and which together will constitute one and the same instrument. The parties acknowledge and agree that the exchange of electronic or fax signatures will have the same legal validity as the parties' signatures would have if signed in hard copy form. This Sublease shall, subject to the provisions regarding assignment and subletting, apply to and bind the respective heirs, successors, executors, administrators and assigns of Sublandlord and Subtenant. This Sublease may be executed in counterparts, all of which taken together as a whole, shall constitute one original document. Facsimile signatures and PDF format signatures sent by electronic mail shall be treated and have the same effect as original signatures.

26. Holdover: Any holdover by Subtenant shall be governed by Section 8 of the Master Lease, as incorporated herein by reference. In addition to the provisions of said Section 8, Subtenant shall indemnify, defend, protect and hold harmless Sublandlord and Master Landlord from and against all costs, loss and liability resulting from Subtenant's delay in surrendering the Premises. The indemnification set forth in this Section shall survive the expiration or earlier termination of this Sublease.

27. Parking: Subtenant shall be entitled to Subtenant's Share of the non-exclusive parking spaces serving the Premises, subject to the provisions of Section 10 of the Master Lease.

28. Signage: Sublandlord shall use commercially reasonable good faith efforts to obtain from Master Landlord for Subtenant (at Subtenant's cost) directory and suite signage in conformity with the signage program for the Building. Subtenant, at Subtenant's sole cost, shall remove its signage upon the expiration or earlier termination of this Sublease.

29. No Offer: Submission of this Sublease for examination or signature by Subtenant does not constitute a right to, reservation of, option for or option to sublease, and such submission is not effective as a sublease or otherwise until execution and delivery by both Sublandlord and Subtenant.

30. Authority. Each individual executing this Sublease on behalf of a corporation, limited liability company, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of said corporation, limited liability company, partnership or entity, and that this Sublease is binding upon said corporation, limited liability company, partnership or entity in accordance with its terms.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first written above.

SUBLANDLORD:

Aligos Therapeutics Inc.,
a Delaware corporation

By: /s/ Lucinda Y. Quan

Printed
Name: Lucinda Y. Quan

Title: EVP, CBO & Gen'l Counsel

Address: One Corporate Drive, 2nd Floor
South San Francisco, CA 94080
Attn: General Counsel

SUBTENANT:

Structure Therapeutics USA Inc.
a Delaware corporation

By: /s/ Raymond Stevens

Printed
Name: Raymond Stevens

Title: CEO

Address: 611 Gateway Blvd Suite #223
South San Francisco, CA 94080
Attn: Legal Department

EXHIBIT A

MASTER LEASE

EXHIBIT B

FURNITURE, FIXTURES AND EQUIPMENT

Furniture	Quantity
Executive Desk	
Office/Cubicle Chair	34
Conference Room Chair	41
Guest/Lunch Room Chair	53
Bookshelf	9
Personal Desk Storage	44
Desk	20
Cubicle-Complete	14
Lunch Room Tables	3
RA Table	10
Large Conference Room Table	1
Oval Conference Room Table	1
TV	3
IPAD	1
Refridgerator/Freezer Combo	1
Mini Refridgerator	1
Dishwasher	1
Water Dispenser	1
AV system-confernce room	1
IT Rack	1