

Form 4 <Agreement to Fitting Out Work Obligation and Responsibility >

Office Unit : _____

Floor No.: _____

Name of Tenant : _____

Onsite representative : _____ Tel : _____

Working period : From _____ (YY) _____ (MM) _____ (DD) to _____ (YY) _____ (MM) _____ (DD) Total work period _____ calendar days

To facilitate management of work by tenant's fitting out Tenant's Contractor or sub-Tenant's Contractor, the tenant shall be responsible to pay attention and comply, but not limited to the following, to the following obligations during fitting out work of the premises.

1. Onsite Management

The Tenant's Contractor must appoint a qualified person to oversee all onsite construction and coordinate with the Management Company to manage worker behavior and fully comply with relevant rules and regulations.

Management Company has the right to supervise the entire construction process. In the event of any violations, Management Company has the right to request Tenant's Contractor to change its operating procedures. In the event of a complaint from other tenant[s], Tenant's Contractor should take immediately action to remedy the situation. Should Tenant's Contractor not carry out the work according to the plans submitted to Management Company, Management Company has the right to order a halt to construction. During construction, if Tenant's Contractor damages the equipment/facilities of the building, Tenant's Contractor will be responsible for all relevant costs.

Tenant's Contractors must not deposit any construction dirt, waste or debris into the toilets or drainage system. Should the sewers become blocked due to such activities, Tenant's Contractor will be responsible for remedying the blockage. All workers must use the designated washrooms only. Tenant's Contractor should not exceed the scope of the fit-out area, and must not extend fit-out activities into the public areas and/or unoccupied units.

2. Worker Behavior

The Tenant's Contractor is responsible for ensuring that all equipment and facilities in the public areas are in good working condition. Excessive noise, graffiti, sleeping, overnight stays, gambling, drinking, cooking and smoking are strictly prohibited. The Tenant's Contractor must maintain the cleanliness and tidiness of the building. Management Company has the right to suspend the water and/or electricity supply and apply a penalty for any violations. Tenant's Contractor will be responsible for any delays such behavior may cause.

The Tenant's Contractor must comply with the rules and regulations of the building, and must ensure all its workers enter/leave the building by using a registered IC card and use only the assigned corridor and [cargol] elevator.

3. Security Measures

The Tenant's Contractor must comply with the electricity regulations and installations. Plug cables and installations must be reliable with a protective switch and all power cords must be correctly covered and insulated.

Tenant's Contractor shall ensure that all the original appliances and toilets are in good working condition. Appropriate plugs should be used and no power cords should be connected directly to the sockets and power switches. Smoking and cooking are not permitted. The Tenant's Contractor is fully responsible for any financial loss and legal liabilities.

Tenant's Contractor is responsible for worker safety during the construction process and the education of its workers. Tenant's Contractor must take full responsibility for any accidents. Contracted operators in specialty trades, such as electricians and welders, must hold a valid certification in China.

Connection of temporary power to normal power circuitry or works other than fitting out work is strictly prohibited.

4. Fire Safety

According to fire safety regulations, Tenant's Contractor should ensure sufficient construction-grade fire extinguishers are in place during the fit-out process.

Smoking is prohibited in the building, and special attention should be paid to all flammable materials, as well as fire safety and prevention mechanisms and the provision of sufficient ventilation.

Should any welding and live flame work be required during the construction process, a completed 'Application for Welding and Flame Work' form, in addition to a copy of the operator's approval certificate, should be submitted to the Management Company.

According to the relevant fire safety regulations, the storage of flammable and explosive materials is prohibited

5. Unauthorized Construction

All Tenant's Contractors should carry on their work according to the relevant regulations. No unauthorized construction should be undertaken without prior approval from the Management Company. If there is any violation to this rule, the Tenant and Tenant's Contractor must bear all responsibility. In the event of a complaint from another tenant to Management Company, Management Company has the right to order an immediate halt to construction. The Landlord also reserves the right to seek compensation from both the Tenant and the Tenant's Contractor. No construction is permitted during Public Holidays.

6. Work Permit

Should the construction work on the Tenant's premises require licensing or approval from any Governmental Authorities, the Tenant shall be responsible for obtaining all such licenses.

All Tenant's Contractors should register for a temporary work permit with the Management Company. Upon registration, Tenant's Contractor should declare the type of work to be carried out, the number of working hours, and provide ID for each worker. Temporary residence permits in Shanghai, information of the principal, residential contact details, and the period of work should also be submitted for non-local workers.

7. Public Services

All electrical and electronic equipment must be installed in accordance with the relevant regulations. The Management Company should be contacted to arrange temporary water and electricity supply. Freight elevator usage outside of business hours requires prior approval from the Management Company.

8. Insurance

The principal of the Tenant's Contractor should purchase complete insurance, inclusive of Fire Insurance, Employees' Compensation Insurance and Public Liability Insurance. The Management Company shall require evidence that such insurance has been arranged with an appropriate insurer prior to the commencement of work. [details of compensation refers to clause 14.2 of this fitting out guide]

The Tenant's Contractor will be responsible for the consequence of any damage that occurs as a result of work in progress during the fit-out period, including the work and behavior of the nominated Tenant's Contractor, and will be responsible for all the costs and compensation for subsequent maintenance, damage and legal proceedings.

9. Final Completion Notice

Upon final completion, the Tenant or Tenant's Contractor should notify the Management Company for a joint inspection within two working days. Management Company and Tenant's Contractor should conduct the final inspection together. Tenant's Contractor is responsible for the repairs to any defects caused during the fit-out. Tenant's Contractor should submit two completed sets of designs (including electrical, lighting, air conditioning and partitioning) and a set of soft copies.

10. Protection During Construction

Before commencing construction, Tenant's Contractor should install appropriate protection that must be approved by Management Company to minimize the disturbance to the public areas and other units. Separate the unit and neighboring unit during the construction period by hoarding on the ceiling if necessary. Keep the door closed during the construction. Management Company has the right to stop the construction immediately without prior notice if the door is found open during construction.

11. Follow-up Rules and Regulations

Without the approval from Management Company, the constructor is not allowed to work in the other unit/area outside of the construction unit. Management Company has the right to stop the construction due to any such violation. All workers must wear the valid Temporary Individual Work Permit issued by Management Company, and deposit per piece is required. The deposit will be non-refundable should workers violate any regulations. Management Company also has the right to disallow the worker from entering the building.

Tenant's Contractor should not move any items from the building without the written approval from Management Company. Tools, materials, and construction trash should only be transported via the freight elevator, and a written application should be sent to Management Company's Technical Dept. two working days prior to the necessary date. Management Company has the right to reject any last minute applications. [Note: Transportation of construction materials and construction trash must be conducted during non-office hours. Workers are not allowed to use the building occupants' elevator.]

Before Tenant's Contractor engages in high-impact cutting, banging, drilling and painting, it must obtain approval from Management Company. Tenant's Contractor should install ventilation fans before such work. Construction trash must be packed in bags, and Tenant's Contractor is responsible for the placing of these bags in the designated area. Garbage shall not be deposited in any public areas or elevators. Tenant's Contractor shall not impact upon other tenants during the moving of tools, materials and construction trash. Tenant's Contractor will be charged for any damage caused to the building's marble, granite, decorative panels, stainless steel, lifts, glass, lighting and other facilities. Water will only be supplied from a designated place by Management Company. A penalty of RMB50 will be levied for any violation. Tenant's Contractor is not allowed to use the fire hose except in the case of a fire. A penalty will be levied or order of work suspension for any violation.

This agreement in duplicate, one for tenant's contractor and one for Management Company, the agreement will be put into force and effective upon signature by responsible party.

Name of Tenant's Contractor : _____

The Tenant's Contractor agrees to comply with the above rules and obligations, and undertake all responsibilities and consequences caused due to non-compliance.

Name of Company : _____

Signature by Responsible Person : _____ Date : _____