

# Contract

First Party: Shanghai Youliang Logistics Corporate Ltd

Second Party: Jie Mai (Shanghai) International Medical Trading Company Ltd

According to relevant laws, rules and legal restrictions in Shanghai, the first and second parties both voluntarily agree to follow principles and sign to this contract.

## Property Address

1-1. The first party legally owned the property of 3966 Yang Gao Bei Road, Building 17, 4th Floor, 904 and Building 8, 2nd floor, office 221A, 221B, Shanghai and offered to rent this property to there second party.

1-2. The first party offered to the second party the property with an area of 2422 square meters (Block 17 4th Floor 904 has 2240 square meters, Block 8 2nd Floor 221A has 170 square meters, 221B has 12 square meters). The total property area is 2422 meters, with space \_\_\_square meters.

1-3. When the contract is signed, the second party has known and confirmed that property's identification, ways to obtain, construction category, and usage, the second party is willing to voluntarily take responsibility of the risks from the above facts.

## 2. Usage

2-1. The second party promised to the first party that the property is only used for restoring medical machines, and managed with legal rules. The second party is responsible for all the business certification process, paying for the charges of obtaining the relevant licenses, and managing the potential risks.

2-2. Within the time period of this contract, the second party can not change the usage of this property unless prior to the altercation, the second party needs to initiate a request to the first party and provide approved confirmation from the legal department.

2-3. In the property, no explosive, chemical hazards and radiative, toxic objects are allowed.

## 3. Time Period

3-1. This contract has a time limit of 14 months and 16 days, from 2017, October 16th to 2018 December 31st.

3-2. The first party agrees to finish the interior decoration process from \_\_\_\_year\_\_month\_\_day to \_\_year \_\_month\_\_ day, and the renting charge of the party will be paid starting from \_\_year\_\_month\_\_day. The second party is responsible for paying for the other fees during the interior decoration (including property management fees, public utility fees and etc.)

3-3. When the contract time period is reached, the first party has the right to restore the property, the second party should move out its belongings. If the second party requests to proceed to rent this property, the legal request is required to be made 2 months prior to the time limit of the contract, and if the first party agreed to proceed, the contract will be re-signed.

#### 4. Property Usage Fee and Payment Method

4-1. The property usage fee is 96255 Yuan (including tax), written as ninety-six thousand two hundred and fifty-five Yuan in total; 86716.22 Yuan not including tax, the specific fee has to be based on the actual receipt. The usage fee for the property will not change within \_\_year. Starting from \_\_ year, to \_\_year\_\_month\_\_day, the usage fee will increase based on \_\_%, calculated as \_\_yuan per month.

Other: \_\_

4-2. The second party is required to pay a security depot of 192510 yuan within the 5 business day after the signing date of the contract. The second party cannot request to pay the rent with the security deposit. The first party has right to deduct the security deposit when the second party fails to pay the rent on time and request the second to pay for the rent within the 5 business day. If the second party fails to pay for the rent on time, the second party's behavior will be regarded as a violation to the contract, and the first party has the right to terminate the contract.

The property usage fee is paid by seasons(quarters of a year) and needs to be paid prior to its usage. Specific payment method please refer to the (2):

If the contract is annual, every first season(quarter) of the year needs to be paid by Jan 15 the of the same year, charge for the second, third and fourth season(quarter) should be paid off by the end of last month in the last season(quarter). If there is the legal holiday, then it needs to be paid off the day before the legal holidays.

If the contract starts in the middle of a year, the second party needs to pay for the days in which the property prior to the start of the next season(quarter), after that, it is paid by season(quarter), and needs to be paid prior to its usage. By the end of the last month in every season(quarter), the second party needs to pay off the rent for the next season(quarter). every first season of the year needs to be paid by Jan 15 the of the next year. If there is a legal holiday, then it needs to be paid off the day before the legal holidays.

4-3. The second party pays for the security deposit in return for the first party's receipt. When the contract time is up, the second party needs to remove all the belongings in the property and restore the property into the original display, and needs to avoid any behavior that will be considered as a violation of the contract, the first party needs to return the security deposit without any charge on the interests. If the second party, with the, approve from the first party, obtains the property industrial and commercial registration, the first party will not return the security deposit unless the second party finishes the cancellation of the registration or changing the registration address when the contract is expired.

#### 5. Other expense (including tax)

5-1. The second party is responsible for paying water, electricity, cleaning, property management, and security fee.

5-2 water bills: water bills should be paid accordingly based on the water supply company's measured water meter. Water bill should be paid off by the end of the quarter, 300 Your per

cumec(300 Yuan includes tax, 256.41 Yuan is the price not including tax), The first party asks Shanghai Liangyou Storage Company to delegate for receiving the fees.

5-3. Electricity: the electricity bills should be paid according to the power supply company's measured electricity meter. The electricity bills should be paid off by the end of the quarter year, with 1.4 Yuan per degree of electricity. The first party asks Shanghai Liangyou Storage Company to delegate for receiving the fees.

5-4 The trash removal fee: \_\_ Yuan per month, the elevator fee: \_\_ Yuan per month, other charges \_\_: \_\_Yuan per month. All above charges are due along with the rent.

5-5 Parking: the second party plans to park \_\_number of vehicles, \_\_Yuan per month, the charges are calculated according to the number of parking vehicles each month, and the parking fee is due at the same time along with the rent.

5-6. The second party is also responsible for paying other cleaning fees, security fees and etc.

5-7. The payments due time of the above fee and the payment method: the second party should follow the relevant laws and rules.

5-8. If the above charges are altered by nationally standardized change, all of the above charges should be adjusted accordingly.

## 6. Daily Management Responsibility

6-1. The first party asks Shanghai Liangyou Company Donggou Liangshi Storage as a delegation to monitor the daily management of the property, including but not limited to the security management, to make sure that the second party is following the contract to use the property legally.

6-2. The first party asks Shanghai Liangyou Company Donggou Liangshi Storage as a delegation to remind the second party about paying for the various charges and to make sure the payments are made on time.

## 7. Property and Maintenance

7-1. Before the expiration date of the contract, the second party should take care of the property including its facility. If the second party causes any damage to the property or to its facility, the second party needs to repair for the damage immediately, any damages that can be not impaired, the second party needs to pay for the damages.

7-2. Any interior decoration or alteration of the property needs to be requested to the first party. If the decoration involves security facility, the second party needs to ask permission from the relevant legal department. When the contract is near expiration, the second party needs to restore the property, dismantle any added items and can not damage the property's structure. After the inspection, the first party then can give back the security deposit.

7-3 The maintenance responsibility of the property during the contract

The second party should pay for the maintenance duty for any of its interior change. Other accidents or mistakes of the first party should be repaired and paid by the delegated party, Shanghai Liangyou Company Donggou Liangshi Storage.

7-4 The first party asks the delegated party, Shanghai Liangyou Company Donggou Liangshi Storage to conduct maintenance duty to the property, any damage of the property or its facility should be immediately reported to the first party. The first party should notify the second party 3 days ahead. The second party needs to cooperate with the maintenance. If the second party disrupts the maintenance, it takes full responsibility for the result.

7-5 If the property is damaged due to irresistible reason and the damages are against the interest of the second party. Both parties should be free of responsibilities for such damage.

8. During the effective time period of the contract, this property can not rent to the third party, entirely or partially.

## 9. Change and Determination of the Contract

9-1. The first and the second party needs to agree that during the expiration time of this contract if the following conditions occur, the contract can be changed or terminated without charges or blames.

(1). If the first and the second party have special reasons, both parties can go through negotiation and agree to allow the first party collect the property ahead or the second party return the property ahead.

(2). If the property is damaged due to irresistible reason, the contract cannot proceed to be effective.

(3). During the effective time period of the contract, if the government or relevant legal department approve to use this property, this property will be collected ahead of time.

(4). The contract will end if the legal departments limit the rights of this property, and such action is not due to the first party's cause.

9-2. If one party wants to change or terminate the contract, a legal document of such request needs to send to the other party to ask for negotiation.

9-3 Within the effective time period of this contract, 9-1 applies and the contract is terminated, the second party moves out. The second party takes full responsibility for any damages or costs that are caused by this early termination.

## 10. Second Party's Violation of the Contract

10-1, During the effective time period of the contract, the first party has right to terminate the contract, collects the property, hold the security deposit, and asks for compensation if the second party violates the following conditions:

- (1). Without legit consent from the first party, the second party transfer, or rent the property to another party.
- (2). Without legit consent from the first party, the second party changes the property structure and causes damages to the area, or largely increase electricity usage, and still continue such actions after a warning is sent from the first party.
- (3) Change the contract content and usage, or receive public complains due to bad management.
- (4) No actions are taken or the second party fails to follow the suggestions of revisions from the first party superior or governmental inspection.
- (5) Illegal operations, or use this property for illegal activities
- (6) Other conditions that are due to the second party's faults and laws that would allow an early collection of the property.

10-2. Within the effective time period of the contract, if the second party fails to pay for the rent, a late fee of 2% of the total charge every single day after the payment deadline. Once the late days accumulate to 30 days and more, the first party has right to terminate the contract and collect the property and follow 10-4 to ask for compensation.

10-3. Within the effective time period of the contract, the second party fails to pay the water, electricity, gas, and trash removal or other fees, a late fee of 2% of the total charge every single day after the payment deadline. Once the late days accumulate to 30 days and more, the first party has right to stop supplies or limited the second party's right to use the property. All the costs will be the second party's responsibility.

10-4. Within the effective time period of the contract, if the second party wants to terminate the contract without a consent from the first party, the second party needs to pay a penalty fee of 10% of remaining deposits.

10-5. When the contract is expired and the second party fails to return the party on time, the second party is required to pay a late fee per day plus a 30% of the total charge as a penalty. The second party is required to compensate if the delay causes costs to the first party.

10-6. Within the effective time period of the contract, the second party takes full responsibility if any damages to the property or any personal injuries are caused due to a failure of maintaining the property correctly.

## 11. The First Party's Violation of the Contract

11-1. The first party fails to provide the property on time to the second party, every day after the deadline, the first party is required to pay for a penalty fee of 30% of the total charge. Once the late days accumulate to 30 days and more, the first party is considered as violating the contract, the first party is required to pay for costs that go beyond the penalty fees.

11-2. Within the effective time period of the contract, the first party takes full responsibility if any damages to the property or any personal injuries are caused due to a failure of maintaining the property correctly.

11-3. Within the effective time period of the contract, if the first party terminate the contract without applying to 9 (1) and collects the property early, the first party is required to pay 10% of the remaining charges.

## 12. Other Condition.

12-1. Within the effective time period of the contract, the second party needs to protect its own assets, if the second party lost its own personal assets due to its own fault and results in any destructions, the second party has to take responsibilities.

12-2. Within the effective time period of the contract, the second party has to follow the standards of the safety production, fire security, and security management, if it fails to reach the relevant standards, the second party needs to take responsibility of any property and personal injuries.

12-3. Once the contract is expired, the first party is not responsible for any investments that are made during the effective time period of the contract. The first party is not responsible for any objects the second party installed and fails to remove on time. If the second party fails to remove any personal objects 7 days after the expiration date, the remained objects will be processed by the first party.

12-4. Within the effective time period of the contract, if the property is reconstructed, the compensation acquired belong to the first party. The second party does not have right to collect such interests.

12-5. Within the effective time period of the contract, if the first party gives its ownership of the property to the third party, the second party agrees to give the priority of consumption to this property.

12-6. Additional conditions can be added to this contract with consent from both parties, and the added conditions will be part of the contract. The fill-in areas consume the same legal power as the printed areas of the contract. If the fill-in areas are changed or addicted, both parties need to sign to confirm to adjustment or the change, otherwise, the changes will be considered ineffective. If the added conditions are in conflict with the contract, the added condition needs to be adjusted.

12-7 If the first and the second party have disagreements during the process of signing the contract, the principle of honesty needs to be applied, and if the negotiation is failed to reach a common ground, a lawsuit to the court in which the property is located can be reached.

12-8. The first and the second parties agree that the party that violates the contract needs to pay for charges occurred during the disagreements (including the legal consultation fee)

12-9. This contract including the added conditions will be made into three copies, the first and second party will each have one copy. This contract needs to be authorized to be effective and signed by both parties.

12-10. The first and the second agreed to set the following addresses to receive legal documents. Inform the other party if the address is changed, otherwise, the party that fails to do so is responsible for any additional costs.

Address of the first party: 330 Shuang Qiao Road, Building 8, Dongxin District, Shanghai.

Address of the second party: Chang Fang International Building, 555 Lou Shan Guan Road, Floor 19.

The first party:  
Legal representative:  
Authorized representative:  
Signed seal:  
Signing Date: 2017. 10. 08

The second party  
Legal representative:  
Authorized representatives:  
Signed seal:

# **Property Safety Fire Fighting Security Management Contract**

The property safety and security management contract

First Party: Shanghai Liangyou Company Donggou Liangshi Storage

Second Party: Jie Mai (Shanghai) International Medical Trading Company Ltd

The second party rent the property, which is delegated by the first party for Shanghai Youliang Logistics Corporate Ltd, In order to specify the duties and responsibilities of both parties on security, management, protections, according to legal rules and national laws, both parties reach agreements and sign this contract.

The information of the tenant, the second party:

1, the address: 3966 Yang Gao Bei Road, Building 17, 4th Floor, 904 and Building 8, 2nd floor, office 221A,221B, Shanghai

2. Usage: storing and transiting medical machines

3. Time period: starts from 2017. 10.16 to 2018. 12. 31.

2. Contract content:

Both parties need to follow the national and local laws about labor protection, safe production, fire safety, security, and occupational disease control.

The first party needs to inform the second party for safe production alert, and makes sure that the second party signs on the safety alert(refer to the added condition of this contract), the second party Needs to follow the relevant laws and accepts fire prevention inspection from the first party, to make sure that the funding is sent to such adjustments.

When the first and the second party sign this contract, the Human Resource Environmental Protection Department should inspect the identity of the second party (the foreign residents' needs have the valid ID, temporary Residential Permit, Work Permit) and fill out the Foreign Registration Form, process the temporary access permit for the foreign residents. During the effective time period of the contract, if the second party has staff change, it should immediately report to the first party's he Human Resource Environmental Protection Department and process the necessary registrations.

The legal representatives of the second party should take full responsibility of the safety production, fire prevention, and security, and follow the relevant legal rules and standards, appoints (Lei Sun) to manage the second party's security, fire prevention, and security management work. Any staff change needs to be reported to ask for consent from the first party.

The second party needs to follow the contract to use the property, follow the standards of the safety prevention, and conduct safety training to employees and workers.

5. The first and the second party should check the safety condition of the property and items. This check process needs to be signed then the property can be ready to transfer.



Once the second party starts to use the property, the second party takes responsibility of the maintaining the safety condition of the proper, except for the natural damage, the second party is responsible for any additional damage.

6. Second can conduct interior decoration or adjustments to the property, but the decorations and adjustments need to fit the national and local standards for security and labor protection rules. Any forbidden reconstructions to the property that intends to make profits operates, and lives, are not allowed.

7. The second party according to the contract, when storing objects, needs to leave the firefighting access empty. Can not overstore. The piles of objects should leave “5 Distances”: hereby to remain at least 50 centimeters to the walls, lights and ceilings, and 10 to 20 centimeters to other piles and pillars. The installation of machines, electricity, and other machines that are used for productions should fit the national standards for security, labor protections and firefighting systems. Special devices require special license to install.

8. The second should operate the property according to the usage that is claimed on the contract and has to install fire-fighting devices, and makes to check and maintain the firefighting devices on regular basis.

9. Any explosive, toxic, harmful, and illegal are forbidden in the property. Electric bicycles and vehicles are not allowed to charge in the property. Any damages caused by the above activities are the party's faults.

10. The second party should follow the security production standards. Any illegal operations are not allowed. Any personal injuries need to be reported to the relevant legal departments.

11. The second party is required to have the special license if operating special machines for productions before they start the production process.

12. The second party, if using any flammable activities (such as electro welding and gas cutting and extc.), should request permissions to the first party, making sure the operation security is set up before operating. Any illegal productions and resulting damage are the second party's responsibility.

13. The second party cannot extend their business and production to the first party, or any other locations to operate. Any damages will be attributed to the second party.

14. The second party needs to follow the no smoking signs that the first party sets up.

15. The second party needs to protect their own assets, any loss or damages to the personal assets will be attributed to the second party.

16. The second party can not use the property to conduct any criminal activities, once proved, the second party needs to pay for the damages and defamation, costs to the first party.

17. The second party needs to follow the registered usage of the contract and conduct an inspection for fire protection on the regular basis, to prevent any accidental harms due to a lack of security.

18. The first party should conduct inspection regularly. If any risky behaviors and operations are found, the second party needs to fix and adjust to fit the national security standard.

19. If the first and the second party have disagreements during the process of signing the contract, the principle of honesty needs to be applied, and if the negotiation is failed to reach a common ground, a lawsuit to the court in which the property is located can be reached.

20. Others: \_\_

21. This contract will be effective after the authorized representatives signed.

22. This contract, including added conditions, will be made into three copies, the first party and the second will each hold one copy.

The first party:

Legal representative:

Authorized representative:

Signed seal:

Signing Date: 2017. 10. 08

The second party

Legal representative

Authorized representatives:

Signed seal: