

SCHEDULE

Property Information

Building	Name			Floor	Rm
	Address	1919-1, Tancha, Onna-son, Kunigami-gun, Okinawa, Japan 904-0495			
	Structure	RC _____ storie(s) and _____ basement level(s)			
	Type	LDK		Yr. Built	
Res. Area	Layout			Floor Area	m ²
	Parking	Yes / No			

Lease Period and Termination Notice Period

Start of Lease			Termination Notice
End of Lease			1 month in advance

Rent

Rent	yen per month		Deposit	
Portion of Rent payable by Tenant	yen per month			
Rent Due	Monthly rent is due on the 5th of present month			
Payment Method	Bank transfer			

Tenant and Co-habitant(s) Information

Name			TEL		
Co-habitant	Name	Relationship	Age	Name	Relationship

Lessor and Management Firm

Lessor	Address	1919-1, Tancha, Onna-son, Kunigami-gun, Okinawa, Japan 904-0495
	Name	OKINAWA SCIENTISTS VILLAGE Co., Ltd.
	TEL	

Emergency Contact Information

Name	
Emergency Contact	(TEL)

LEASE AGREEMENT BETWEEN OKINAWA SCIENTISTS VILLAGE (LESSOR) AND OKINAWA
INSTITUTE OF SCIENCE & TECHNOLOGY (LEASEHOLDER)

PREAMBLE

Whereas the Lessor wishes to lease the Property to the Leaseholder, who may sublease it to an employee or student of the university (the Tenant), the Leaseholder understands that the Property is now leased to the Tenant by the initial lease agreements (the Initial Agreements) between the Lessor and each Tenant, and these agreements will be terminated when the Leaseholder enters into the new lease agreements (the New Agreements) with the Tenant, now therefore the two parties agree as follows.

1. TERM OF LEASE

- (1) The term of this Agreement begins on (yyyy mm dd) and ends on (yyyy mm dd).
- (2) Following the initial term, the lease may be renewed upon consultation between both parties.

2. RENT

- (1) The Leaseholder shall pay the monthly rent on or before the 5th day of present month by automatic bank transfer from the Leaseholder's account into the designated account of the Lessor.
- (2) Rent for any period during the term hereof which is for less than one month shall be prorated on the basis of thirty (30) days per month.

3. REVISION OF RENT

The Lessor and the Leaseholder may revise the rent upon consultation between both parties if any of the following events occurs.

- (1) If any increased or decreased tax or other charge on the land or building makes the rent inappropriate;
- (2) If any increased or decreased land or building price, or any other fluctuated economic circumstance makes the rent inappropriate; or
- (3) If there are changes of rents for similar buildings in the vicinity, making the rent inappropriate in comparison.
- (4) If the Lessor and the Leaseholder discuss and agree to revise the rent due to a drastic change in consumer prices, occurrence of a critical event, change in the Lessor's fundraising environment, or other reasonable cause.

4. ALLOCATION OF BURDENS

- (1) The Lessor shall bear the taxes and public charges imposed on the Property.
- (2) The Leaseholder shall bear the charges for consumption of electricity, gas, water, and other expenses (including basic charges during the absence of the Tenant) in relation to using the equipment of the Property.

5. SECURITY DEPOSIT

- (1) The Lessor shall not receive any funds as a security deposit pursuant to this Agreement from the Leaseholder.
- (2) According to the Lessor's instructions, the Leaseholder shall promptly redeem the liabilities such as any unpaid rent or expenses in relation to the use of utilities and equipment of the Property, the cost as described above to restore the Property to its original condition or any costs resulting from the Tenant's default of liability, when the Tenant vacates the Property.
- (3) The Lessor shall deliver the security deposits which were paid to the Lessor by the Tenants pursuant to the Initial Agreements, to the Leaseholder within the date of this Agreement. The Leaseholder shall thereafter regard such funds as the security deposits of the New Agreements which are to be entered into by the Leaseholder and each Tenant.

6. INTENDED USE OF THE PROPERTY

The Leaseholder shall use the Property exclusively for subleasing purposes.

7. PROHIBITED OR LIMITED ACTIVITIES

The Leaseholder is prohibited from conducting the following activities.

- (1) The Leaseholder shall not assign the lease or sublease the Property in whole or in part, except for subleasing it to the Tenant.
- (2) The Leaseholder shall not make any renovation, alteration, extension, or add any structure to the Property.
- (3) The Leaseholder shall ensure that the Leaseholder and the Tenant do not engage in any of the acts listed in Attachment 1.
- (4) The Leaseholder shall receive written consent from the Lessor if the Leaseholder and the Tenant are to be engaged in any of the acts listed in Attachment 1 under unavoidable circumstances.

8. REPAIRS DURING THE TERM OF THE AGREEMENT

- (1) The Leaseholder shall, in addition to the expenses for any repairs listed in Attachment 2, bear the expenses for any repairs which are deemed to be caused by the Leaseholder's or Tenant's intentional or negligent act, and not due to ordinary wear and tear.
- (2) The Lessor shall make repairs necessary for the Leaseholder to use the Property, except for the repairs listed in Attachment 2.

(3) The Lessor shall give advance notice to the Leaseholder when making repairs in accordance with the preceding paragraph. In this case, the Leaseholder shall not reject the repairs without just cause, and even if the repairs render the Property and/or the common areas of the Property unavailable either in whole or in part, the Leaseholder shall not request compensation from the Lessor.

(4) If any part of the Property is damaged and the Leaseholder becomes aware of it, the Leaseholder shall promptly notify the Lessor. If the delay in giving a notice causes any damage to the Lessor, the Leaseholder shall compensate for the damage.

9. CANCELLATION OF THE AGREEMENT

In the event of the following violations by the Leaseholder, the Lessor may cancel this Agreement without notice.

- (1) Delay in payment of rent or maintenance expenses for more than a month.
- (2) Default of payment of any expenses required for any repairs due to willful act or negligence by the Leaseholder.
- (3) Failure to comply with any other provisions of this Agreement.
- (4) In addition to the items listed above, if the trust in a relationship between the Lessor and the Leaseholder is damaged due to any act by the Leaseholder.

10. TERMINATION BY THE LEASEHOLDER

(1) The Leaseholder may terminate the Agreement by submitting a notice of termination to the Lessor not later than thirty (30) days prior to such termination.

(2) At the time of vacating the Property, the rent or maintenance expenses shall be prorated on the basis of thirty (30) days per month.

(3) On vacating the Property, the Leaseholder shall inform the Lessor of the date and time of the check-out inspection not later than five (5) days prior to the termination of this Agreement.

11. VACATING THE PROPERTY AND REPAIRS AT THE TIME OF VACATING

(1) If the Agreement ends due to the expiration, termination by consent, or cancellation of the Agreement, the Leaseholder shall restore the Property to its original condition on or before the termination date of this Agreement at its own expense, except for normal wear and tear, and vacate the Property.

(2) The Leaseholder shall vacate the Property by the termination date of this Agreement (immediately if this Agreement is cancelled in accordance with the provisions of Article 10).

(3) If the Leaseholder delays in vacating the Property as specified in the preceding paragraph, the Leaseholder shall pay to the Lessor default charges equivalent to double the Rent on a prorated basis, from the next day of the day on which this Agreement is canceled or

terminated to the day on which the Leaseholder has completely vacated.

(4) If there are any objects left in the Property after the Leaseholder has vacated, excluding any structure installed in accordance with provision 4 of Article 7, the objects shall become the property of the Lessor, and the Leaseholder shall not make any claim against the Lessor for any damages that may arise from this.

(5) The Leaseholder shall return the keys and copies of keys of the Property, to the Lessor upon vacating the Property.

(6) If the Leaseholder does not vacate the Property by the termination date of this Agreement, the Lessor may, at the Leaseholder's expense, take measures to restore the Property to its original condition.

(7) At the end of this Agreement, the Leaseholder may not make a request to the Lessor to have property maintenance expenses and other expenses spent to increase the value of the property reimbursed, and with or without the Lessor's approval, the Leaseholder may not make a claim to purchase fittings furnished at the Property.

12. ENTRY

(1) The Lessor may enter the Property, with prior consent of the Leaseholder and Tenant, when it is necessary for property management such as fire control or maintenance of the Property.

(2) The Leaseholder and Tenant, without just cause, cannot refuse the Lessor entry for purposes of the preceding provision.

(3) Prospective tenants, seeking to lease the Property or intending to possess the Property upon termination of this Agreement, accompanied by the Lessor, may inspect the Property with prior consent of the Leaseholder and Tenant.

(4) To prevent the spread of fire or in any other emergencies, the Lessor may enter the Property without prior consent of the Leaseholder or Tenant. When entering the Property in the absence of the Leaseholder or Tenant under such conditions, the Lessor shall notify the Leaseholder and Tenant later of such entry.

13. OBLIGATION OF LEASEHOLDER TO GIVE NOTICE

When the Leaseholder is to conduct any of the activities listed in Attachment 3 in using the Property, the Leaseholder shall notify in writing the Lessor in advance.

14. OBLIGATION TO MAINTAIN FIRE INSURANCE

In order to prepare for accidents such as fire, explosion, or water leakage, the Leaseholder shall require the Tenant to maintain fire insurance designated by either the Lessor or the Leaseholder during the Agreement Period at his/her expense.

15. EXEMPTION

Neither the Lessor nor the Leaseholder shall be held liable to each other for any damage caused by a disaster such as an earthquake, fire, wind or flood, theft or the like, or any other cause of force majeure, as well as by the failure of electricity, gas, water supply, sewerage or other facilities not attributable either to the Lessor or the Leaseholder.

16. CONSULTATION

- (1) Any matters not stipulated in this Agreement or any doubt arising as to the interpretation of any provisions of this Agreement shall be resolved by mutual consultation between the parties in good faith.
- (2) The Leaseholder shall acknowledge at all times that the Property is a public asset, and make sure to use it appropriately.

17. SUCCESSION OF THE LESSOR'S POSITION

The Leaseholder agrees in advance that if the agreement between the Lessor and the Leaseholder concerning the lease of the Property ends, this Agreement shall also end at the same time.

18. DAMAGE COMPENSATION

The Leaseholder shall compensate for any damage incurred by the Lessor if such damage was caused by the non-fulfillment of obligation by the Leaseholder stipulated in this Agreement.

20. ELIMINATION OF ANTISOCIAL PRESENCE

The Leaseholder shall assure and promise the Lessor the following.

- (1) That the Leaseholder and the users of the Property are not members of a criminal organization, affiliate of a criminal organization, corporate extortioner, or the equivalent (hereinafter referred to as "Antisocial Presence").
- (2) That the Leaseholder is not allowing the use of its name to an Antisocial Presence to enter into this Agreement.
- (3) That the Leaseholder shall not, either on its own or through a third party, commit an act that verbally or physically threatens the Lessor, obstruct the Lessor's business by deception or influence, or commit an act that is detrimental to the trust of the Lessor.

21. JURISDICTION OF AGREEMENT

The Lessor and the Leaseholder agree that conflicts arising from this Agreement shall be exclusively brought in the Naha District Court of Japan first.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative in duplicate as of the day and year written below, each party retaining one (1) copy thereof, respectively.

Date: _____

LESSOR

Name: Okinawa Scientists Village Co., Ltd.
Address: 1919-1 Tancha, Onna-son, Okinawa 904-0495

LEASEHOLDER

Name: Okinawa Institute of Science and Technology School Corporation
Address: 1919-1 Tancha, Onna-son, Okinawa 904-0495
沖縄県国頭郡恩納村字谷茶 1919 番地 1
学校法人 沖縄科学技術大学院大学学園
理 事 長 ジョナサン・ドーファン

Attachment 1 (Article 7 Section 3 and 4) – Prohibited Activities

1. To manufacture or keep firearms, swords, or any dangerous items including explosive s or combustible substances.
2. To bring in heavy items that could damage the building structure, hazardous goods, highly flammable or combustible goods, or any goods which emit foul or bad odors.
3. To alter the exterior appearance of the building.
4. To make alterations which affect the common areas or any other areas.
5. To drain liquid which could corrode the drain pipes.
6. To play or operate TV sets, radios, audio sets, musical instruments, and other such devices at an unreasonable volume.
7. To play musical instruments in the morning (before 8:00 AM) or at night (after 8:00 PM) in a manner that will disturb other Tenants or occupants.
8. To keep any animals which could cause trouble to the neighbors. Dogs must be kept on a leash at all times in public areas including corridors.
9. To cause improper noises, vibrations, electromagnetic waves, and other nuisances to the neighbors.
10. To use the residence as a place of office or music studio.
11. To leave objects which could fly or fall in case of strong or swift winds, in the balconies or other areas, that could pose a danger to others.
12. To bring sand, refuse, combustible substances, or other improper materials into the balconies or other areas.
13. To install or place structures on the balconies such as a dwelling unit, sunroom, storage, greenhouse, or other similar structures.
14. To throw out any article from the balconies or windows.
15. To sun dry bedding materials, floor mats, laundry, or other materials on the balcony railings, fence, windowsills.
16. To leave the gas and water valves open.
17. To leave items in the common areas or any other spaces unattended (not including the external air conditioning unit in the designated unit space).
18. To leave any personal items, not even temporarily, in the stairs, hallways, elevator halls, or other common passages which are used as an evacuation passage in emergency situations including in the case of fire.
19. To access restricted areas such as pump rooms or other dangerous places.
20. To post advertisements such as posters or exhibit signs in the common areas including the stairs and hallways.

21. To access or use the roof terrace.
22. To park vehicles in places other than the designated parking lot.
23. To commit any acts contrary to public policy and morals or any acts that could cause nuisances or danger to other Tenants.

Attachment 2 (Article 8, Section 1 and 2) – Repairs

Item	Type	Status	Method
Ceiling	Ceiling board Boards Spray painting	Stains or damage due to dew condensation, cigarette tar or any other causes resulting from the use by the Tenant.	Repair or painting
Wall / Floor	Cushion floor	Grease, stain, or mold due to humidity in bathroom, etc.	Painting or replacement
	Wooden floor	Partially removed or peeled finishing material.	Repair
	PVC sheeting	Tarnish by the sun.	Repair or repainting
	Wall paper	Damage, stain or peeling by dew condensation, cigarette tar, etc.	Repair or repainting
		Hole by thumbtack, pin, nail, screw, etc.	Repair or replacement
		Other Stains or damage resulting from the use by the Tenant.	Repair or repainting
Fittings	Housing entrance door	Stains or damage resulting from the use by the Tenant.	Repainting or replacement
	Peep window, mailbox, hinge, knob, doorstop, chain and other hardware	Loss or damage (excluding wear or damage of door wheel that are unavailable due to discontinuation of production, etc.)	Replacement
	Curtain rail	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	Key and lock	Damage or loss	Replacement
	Glass	Stains or damage	Cleaning or replacement
	Screen door	Stains or damage	Repair or replacement
	Storage and shoebox	Stains or damage	Cleaning or repair
Kitchen equipment/fixture	Consumables including packing (gasket)	Deterioration or damage	Replacement
	Parts such as faucet, door hinge, etc.	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement

	Gas oven Gas range (kitchen stove)	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	Stainless sink	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	Range hood	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement

Item	Type	Status	Method
Carpentry Work	Columns, window frames, and other carpentry work	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
Water supply and sanitary drainage system	Lavatory sink Toilet (toilet seat included) Water tank, etc.	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
		Deterioration of consumables such as packing (gasket).	replacement
		Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	Water plug	Deterioration or damage of water plug or its parts	Replacement
	Drainage (bathroom, lavatory, balcony and others)	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	Drain pipes	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
		Clogging of the drain pipes.	Cleaning
Electric installment	Lighting devices	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	Switches, outlets, etc.	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	Fluorescent and incandescent lighting tube and fuse	Breakage or blowout	Replacement
	Intercommunication system	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
	fans	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
		Oil or soot stains, filter replacement	Cleaning or replacing
	Air conditioning system	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
Gas facility	Gas pipes, valves, rubber and hoses	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
		Damage of valves	Repair or replacement
		Deterioration of rubber hoses or other consumables.	Replacement

	Gas-fired hot water supply system	Stains or damage resulting from the use by the Tenant	Cleaning or replacement
Bathrooms	Unit bath Shower unit Parts, etc.	Stains or damage resulting from the use by the Tenant.	Cleaning or replacement
		Damage of the bathtub lid, chain, shower set, parts, or other related items.	Repair or replacement
Others	Entire unit	Consumables such as lighting tube or fuse, or packing (gasket).	Replacement
		Stains or damage which are not acknowledged as ordinary wear and tear, or caused by the Tenant's intentional or negligent act.	Repair or replacement
At the time of moving out	Entire unit	Any cost of house cleaning and disposal of items or waste left after the Tenant has moved out.	Cleaning or disposal

Attachment 3 (Article 13, Section 1) – Items Requiring Notice in Advance

1. To add new occupants in the household who are not listed in the section "Tenant and Occupants."
2. To continuously be absent from the Property for more than one (1) month.