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Dated the _____ day of _____ 2025

MARKET CENTURY GLOBAL LIMITED

AND

LORD RESTAURANT LIMITED

TENANCY AGREEMENT

of

The Whole of the 6th Floor of
The World Trade Centre,
280 Gloucester Road, Causeway Bay

TA/wwwtc010-25(6/F)

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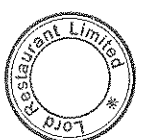
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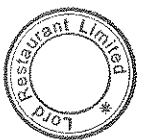
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SIGNATURES



made this _____ day of _____
Two thousand and _____

BETWEEN the party named and described as Landlord in Part I of the First Schedule hereto (hereinafter referred to as "the Landlord" which expression shall where the context admits include its successor(s) in title and assign(s) and any person(s) or company(ies) for the time being entitled to the immediate reversion expectant upon the term hereby created) of the one part and the party named and described as Tenant in Part II of the First Schedule hereto (hereinafter referred to as "the Tenant") of the other part.

SECTION I

AGREEMENT

1. In consideration of the rent and the Tenant's covenants hereinafter reserved and contained, the Landlord hereby lets to the Tenant All Those the said premises more particularly described in Part III of the First Schedule hereto (hereinafter referred to as "the said premises") Together with the use in common with the Landlord and all others having the like right of such of the entrances staircases landings passages lifts escalators (if any and whenever the same shall be operating) and such other common areas and the common services and facilities in the building of which the said premises form part (hereinafter referred to as "the said building") insofar as the same are necessary for the proper use and enjoyment of the said premises (except insofar as the Landlord and/or the manager of the said building may from time to time restrict such use) for the term specified in Part IV of the First Schedule hereto (hereinafter referred to as "the said term") EXCEPT AND RESERVED unto the Landlord and the manager of the said building and all persons authorised by the Landlord or the manager of the said building (i) all such rights and privileges as are reserved unto the Landlord and/or the manager of the said building under the Deed of Mutual Covenant and (if any) the Management Agreement of the said building (hereinafter referred to as

term") EXCEPT AND RESERVED unto the Landlord and the manager of the said building and all persons authorised by the Landlord or the manager of the said building (i) all such rights and privileges as are reserved unto the Landlord and/or the manager of the said building under the Deed of Mutual Covenant and (if any) the Management Agreement of the said building (hereinafter referred to as

Rent

“the Deed”, which expression shall also mean and include any and all such supplemental deed(s), supplemental agreement(s) and variation(s) and amendment(s) thereto) and (ii) such other rights and easements as specified in the Third Schedule hereto YIELDING AND PAYING therefor throughout the said term the rent as set out in Part V of the First Schedule hereto and, if payable by the Tenant hereunder and as set out in Part VI of the First Schedule hereto, the service and management charges and other charges (all of which are unless the context otherwise requires hereinafter included under the term "the rent") which shall be paid together with all other outgoings incurred in respect of the said premises in advance clear of all deductions whatsoever (whether legal or equitable) by consecutive monthly payments on the first day of each calendar month the first and the last of such payments to be apportioned according to the number of days respectively in the first and the last month of the said term as included in the said term and the first of such payments shall be made upon the signing hereof. If the day on which the rent and other charges and (if any) rates fall due for payment under this Agreement is a public holiday, the relevant payment shall be deemed due and be payable on the preceding business day.

SECTION II

RENT AND OTHER CHARGES

2. The Tenant hereby agrees with the Landlord as follows :-

Rent and
Other Charges

2.1 To pay the rent and other charges promptly on the days and in the manner hereinbefore provided for payment thereof and in banknotes or by bankers' standing order or by direct debit if so demanded.

Service and
Management
Charges

2.2 (i) If under this Agreement and as more particularly provided and stipulated in Part V of the First Schedule hereto the Tenant shall pay the service and management charges and (if any) air-conditioning charges in respect of the said premises, to pay and discharge promptly on the days and in the manner hereinbefore provided for payment therefor and in banknotes or by bankers' standing order or by direct debit if so demanded a fixed monthly



sum as determined by the Landlord or the manager of the said building to be the Tenant's share of the service and management charges and (if any) air-conditioning charges payable in respect of the said premises. In the event of a deficiency occurring or seeming likely to occur, the Landlord or the manager of the said building shall be entitled to demand collect and recover from the Tenant such additional contributions or charges as the Landlord or the manager of the said building may determine, or to carry forward (if any) any such deficiency to a later date for the purpose of revision of the rate of the aforesaid contribution by recouping the amount of such deficiency by including the same in the assessment. The assessment by the Landlord or the manager of the said building of the amount of deficiency and the amounts of additional contributions or charges shall be conclusive and binding on the Tenant. Such fixed monthly sum shall initially be in the amount as set out in Part VI of the First Schedule hereto provided always that the Landlord or the manager of the said building shall be entitled from time to time by serving one calendar month's prior notice in writing upon the Tenant to vary or adjust such amount and thereafter the said fixed monthly sum shall be payable in such varied and adjusted amount in lieu of the amount provided for in Part VI of the First Schedule hereto.

- (ii) If air-conditioning is provided by the Landlord and the Tenant shall require air-conditioning to be provided by the Landlord outside the normal business hours as specified in Part IX of the First Schedule hereto, the Landlord shall be entitled to charge a reasonable sum for such supply which supply shall be subject to feasibility and prior reasonable notice of such request to the Landlord. The Tenant shall pay the cost of the additional air-conditioning on receipt of the demand note therefor which may be rendered weekly or at such other intervals as the Landlord may decide.
- (iii) The parties hereto agreed that notwithstanding anything herein contained Clause 2.2(i) of this Section II and all the other part(s) of this Agreement touching on the duty or liability on the part of



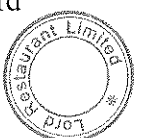
the Tenant to pay the charges mentioned in the said Clause 2.2(i) shall save as otherwise agreed and stipulated herein take effect and be binding on the Tenant only as and limited to such item(s) of charges as may be set forth in Part VI of the First Schedule hereto but no further.

- (iv) To pay the Landlord or the manager of the said building forthwith upon demand the cost of affixing repairing or replacing as necessary the Tenant's name in lettering to the directory board (if any) at the said building.

Utility Charges and Deposits	2.3	To be solely responsible for and pay and discharge promptly all deposits and charges in respect of water, electricity, gas, telephone and any other utility as may be shown by or operated from the Tenant's own metered supplies or by accounts rendered to the Tenant by the appropriate utility companies in respect of all such utilities consumed on or in or for the benefit of the said premises provided that if the Landlord has already paid for any of such deposits, the same shall be reimbursed by the Tenant to the Landlord upon demand.
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Rates and Taxes	2.4	<p>(i) If under this Agreement and as more particularly provided and stipulated in Part V of the First Schedule hereto the Tenant shall pay the rates in respect of the said premises, to pay and discharge promptly all rates quarterly in advance within the months of January, April, July and October and to pay all taxes, assessments, duties, charges, impositions and outgoings of an annual or recurring nature now or hereafter to be assessed, imposed, levied or charged by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the HKSAR") or other lawful authority(ies) upon the said premises or upon the owner or occupier thereof. Without prejudice to the generality of this sub-clause the Tenant shall pay all rates imposed on the said premises in the first place to the Landlord who shall settle the same with the Government of the HKSAR.</p>
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- (ii) In the event that an assessment to rates in respect of the said premises shall be raised upon the Landlord direct the Landlord



shall during the month immediately preceding any quarter in respect of which such rates may fall due be at liberty to debit the Tenant with and/or notify the Tenant of the amount thereof and the same shall forthwith be paid by the Tenant to the Landlord whereupon the Landlord shall account for the same to the Government of the HKSAR.

(iii) In the event that no valuation or assessment of rates of the said premises shall have been made in accordance with the Rating Ordinance (Cap. 116) or any statutory amendment or modification thereof for the time being in force the Tenant shall pay to the Landlord a sum equal to the rates which would be charged by the Government of the HKSAR on the basis of a notional rateable value equal to twelve months' rent (or, Basic Rental (as may be hereinafter defined) if the rent payable hereunder comprises Basic Rental and Additional Turnover Rental) payable by the Tenant or at such other rate or rates as may from time to time appear applicable to the Landlord and the Landlord shall debit the Tenant with the amount which would be payable upon such interim valuation and the same shall forthwith be paid by the Tenant to the Landlord in advance quarterly as aforesaid and any over-payment or under-payment by the Tenant on such interim valuation shall be adjusted when a valuation and assessment of rates of the said premises under the Rating Ordinance shall have been made known.

(iv) If under this Agreement and as more particularly provided and stipulated in Part V of the First Schedule hereto the Tenant shall pay the Government rent in respect of the said premises, to pay and discharge the Government rent now or hereafter payable imposed levied or assessed in respect of the said premises. The Tenant shall unless the Landlord otherwise directs pay all such Government rent in the first place to the Landlord, who shall settle the same with the Government of the HKSAR and in the event of such rent not having been assessed the Tenant shall pay to the Landlord on account of the Tenant's liability under this Clause a sum equivalent to 3% of the notional rateable value



equal to twelve months' rent (or, Basic Rental (as may be hereinafter defined) if the rent payable hereunder comprises Basic Rental and Additional Turnover Rental) payable by the Tenant which sum shall be payable on a quarterly basis in advance and any overpayment or underpayment by the Tenant shall be adjusted when such rent is assessed.

(v) The Landlord shall be entitled to treat non-payment of any amount debited to the Tenant in accordance with the foregoing provisions of this Clause or any part thereof in all respects as non-payment of rent under this Agreement.

(vi) If under this Agreement the Tenant is not obliged to pay the rates and/or Government rent in respect of the said premises, sub-clauses (i) to (v) of this Clause and all the other part(s) of this Agreement touching on the duty or liability on the part of the Tenant to pay the rates and/or Government rent of the said premises shall save as otherwise agreed and stipulated herein be of no effect whatsoever.

Promotion Levy 2.5 To pay to the Landlord punctually throughout the said term in advance the contribution towards the promotion levy in respect of the said premises the initial rate of which as set out in Part VII of the First Schedule hereto subject to the following:-

(a) such contribution shall be paid by the Tenant to the Landlord in advance on the first day of each and every calendar month during the said term without any deduction, abatement, set off, counterclaim or reduction whatsoever;

(b) the Landlord and/or the manager of the said building shall have the sole right to, as in its/their absolute discretion deemed fit and subject to the budget therefor, decide the mode, theme and/or promotion target(s) and frequency of and the budget set for the promotional services and activities of the retail accommodation of the said building or (as the case may be) the said building and the facilities and activities thereof; and

(c) the Landlord and/or the manager of the said building shall be entitled from time to time to increase the said contribution towards the



promotion levy payable by the Tenant hereunder if in the opinion of the Landlord and/or the manager of the said building there is or is likely to be an increase in the costs for the promotional services and activities, and such assessment of the increase shall in any event be conclusive and binding on the Tenant.

Interest and Legal 2.6
Costs

Notwithstanding anything herein contained, the Landlord shall have the right to charge by way of additional rent interest at the rate of 1.25% per month in respect of any payment(s) to be made by the Tenant to the Landlord under this Agreement which shall be more than fifteen (15) days in arrears (whether legally or formally demanded or not) and such interest shall be payable by the Tenant to the Landlord on demand calculated from the date upon which such payment(s) in arrears fell due (and not fifteen (15) days thereafter) until the date of actual payment. Provided that the demand and/or receipt by the Landlord of interest pursuant to this provision shall be without prejudice to and shall not affect the right of the Landlord to exercise any other right or remedy hereof (including the right of re-entry) exercisable under the terms of this Agreement. The Landlord shall further be entitled to recover from the Tenant as a debt under this Agreement all expenses including fees paid to debt collectors appointed by the Landlord and all solicitors' and/or counsel's fees and court fees incurred by the Landlord for the purpose of recovering the rental in arrears and/or other moneys unpaid or any part thereof from the Tenant and fee paid to leasing agent(s) for re-letting of the said premises in the event of earlier termination of this Agreement as resulted from the Tenant's breach of any term or condition hereof including but not limited to repudiation or anticipatory repudiation of this Agreement by the Tenant on a full indemnity basis together with such sum or sums as shall be determined by the Landlord as being collection charges for the additional work incurred by the Landlord and its staff and/or the manager of the said building (as the case may be) in recovering the said arrears and/or unpaid sums or any part thereof.



SECTION III
TENANT'S OBLIGATIONS

3. The Tenant hereby agrees with the Landlord as follows :-

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| Compliance
with
Ordinances | 3.1 To observe, obey and comply with and to fully indemnify the Landlord against the breach by the Tenant of all ordinances, regulations, bye-laws, rules and requirements of any Governmental or other competent authority of the HKSAR relating to the use and occupation of the said premises by the Tenant or to any other act, deed, matter or thing done, permitted, suffered or omitted therein or thereon by the Tenant or any servant, employee, agent, licensee or visitor of the Tenant or occupier and to notify the Landlord forthwith in writing of any notice received from any statutory or public authority concerning or in respect of the said premises or any services supplied thereto or of a possible breach of this Clause. |
| To Fit Out
Premises | 3.2 To fit out the interior of the said premises in a good and proper workmanlike fashion using good quality materials and in accordance with the requirements and provisions of Section XI hereof and to maintain the same throughout the said term in good condition and repair to the satisfaction of the Landlord. In carrying out any approved work hereunder, the Tenant shall and shall cause his servants agents contractors and workmen to co-operate fully with the Landlord and all servants agents and workmen of the Landlord and with other tenants or contractors carrying out any work in the said building. The Tenant shall obey and cause his servants agents contractors and workmen to obey and comply with all instructions and directions which may be given by the Landlord and/or the Landlord's servants or agents or other authorised representatives in connection with the carrying out of such work. |
| To Keep the
Interior in
Good Repair | 3.3 To keep and maintain at the expense of the Tenant all the interior parts of the said premises including the flooring and interior plaster or other finishing, material or rendering to walls, floors and ceilings and (if any) the Landlord's fixtures, fittings and furnishings therein and all |



additions thereto including (without limitation) all doors, windows, window frames, electrical, plumbing and other installations and wiring, piping, conduits, light fittings, suspended ceilings, fire alarm system, fire fighting equipment and apparatus and air-conditioning ducting and all waste, drain, water and other pipes and sanitary apparatus and fittings therein and all painting, papering and decoration thereof in good, clean, tenantable, substantial and proper repair and condition (fair wear and tear excepted) and as may be appropriate from time to time properly painted and decorated and so to maintain the same at the expense of the Tenant and to deliver up the same to the Landlord at the expiration or sooner determination of the said term in like condition. The Tenant shall only employ as cleaners for the abovesaid purposes such persons or firms as may be approved by the Landlord, and such cleaners shall be employed at the expense of the Tenant.

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| Replacement
of Windows | 3.4 | To reimburse to the Landlord on demand the cost of replacing all broken and damaged windows and glass of the said premises whether or not the same be broken or damaged by the negligence of the Tenant. |
| Installation of
Telephone Cables | 3.5 | (a) To make his own arrangements with the relevant companies with regard to the installation of telephones and other communication systems in the said premises, but the installation of telephone lines and communication lines outside the said premises must be in accordance with the directions given by the Landlord and/or the manager of the said building. |
| Electrical
and Gas
Installations | | (b) To repair or replace if so required by the appropriate utility company, authority or statutory undertaker as the case may be under the terms of the Electricity Ordinance (Cap. 406) or any other Ordinance or Ordinances or any statutory modification or re-enactment thereof or any Orders in Council or Regulations made thereunder or if the same become dangerous or unsafe all the electrical and gas wiring, piping, installations, telephone lines, computer set-up and fittings within the said premises and the wiring and piping from the Tenant's meter or meters to the said premises and to give notice in writing to the Landlord when any |



electrical and/or gas wiring, piping, installation, telephone lines, computer set-up or fitting of the said premises shall become dangerous or unsafe and the Tenant shall use only the contractor approved in writing by the Landlord for the purposes of the said repair or replacement. The Tenant shall permit the Landlord or its authorised representatives or servants or agents to test the Tenant's electrical and/or gas wiring, piping, installations, telephone lines, computer set-up and fittings in the said premises at any time upon request being made. The Tenant shall fully indemnify the Landlord and hold it harmless against any cost, claim, damage or proceedings resulting from or attributable to any malfunctioning or disrepair of the electrical and/or gas wiring, piping, installations or telephone lines, computer set-up or fittings or apparatus in or belonging to the said premises.

Air-conditioning
System

- (c) Where any plant machinery or equipment for air cooling ventilation or circulation is installed in or about the said premises (whether by the Landlord or the Tenant) to use and regulate the same at their optimal level in such conditions from time to time prevailing and to operate and maintain such air-conditioning plant machinery and equipment within the said premises as the Landlord may reasonably direct to ensure a reasonably uniform standard of air cooling or ventilation throughout the said building.

Checking of
Condition and
Appliances

- (d) To permit the Landlord and/or the Landlord's authorised representatives or servants or agents as shall be specified from time to time by the Landlord at any time during the said term to enter the said premises to check the state of repair and condition of the said premises and the air-conditioning system (if any), the furnishings and the appliances on or within the said premises.

Security System

- (e) To ensure that its own security system within and at the entrance of the said premises (if any) is at all times compatible with and linked up to the security system for the said building (if any) and to employ as security guard(s) of the said premises only such persons or such firm as may be approved by the Landlord at the sole expense of the Tenant.



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| Sanitary and Water Apparatus | 3.6 | To maintain at the expenses of the Tenant all toilets and the sanitary and water apparatus in the said premises (if any) or used exclusively by the Tenant its agents servants employees workmen or visitors in a good, clean and tenantable manner and in proper repair and condition at all times during the said term to the satisfaction of the Landlord and in accordance with the regulations or bye-laws of all Public Health and other Government authorities concerned. |
| Cleaning of Drains, Air Filter/Extractor Units | 3.7 | To pay to the Landlord on demand all costs incurred by the Landlord in cleaning, clearing, repairing or replacing any of the drains, pipes or sanitary or plumbing or air filtering and extracting apparatus in the said building that become choked or stopped up owing to the careless or improper use or neglect by the Tenant or any servant, employee, agent, contractor, invitee, visitor or licensee of the Tenant and to fully indemnify the Landlord against any cost, claim or damage caused thereby or arising therefrom. |
| Indemnity against Loss/Damage from Interior Defects | 3.8 | To be wholly responsible for and to fully indemnify the Landlord against any loss, damage or injury caused to any person whomsoever or to any property whatsoever whether directly or indirectly through the defective or damaged condition or operation of any part of the interior of the said premises or any part of the fire fighting equipment or apparatus or any furniture or fixtures or fittings or furnishings or plumbing, electrical, computer or other installations or telephone lines or wiring or piping therein the repair of which the Tenant is responsible for hereunder or through or in any way caused by or owing to the spread of fire or smoke or fumes or the leakage or overflow of water of whatsoever origin including storm or rain water to or from the said premises or any part thereof or through the act, default or neglect of the Tenant, its servants, employees, agents, licensees or contractors and to keep the Landlord fully indemnified against all costs, claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect of any loss, damage or injury as aforesaid and all costs and expenses incidental thereto. |
| Contents | 3.9 | To be wholly responsible for and to fully indemnify the Landlord |

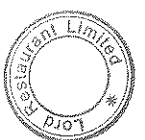


against any loss or damage to property within the said premises including without limitation all the furnishings therein.

Protection from Typhoons 3.10 To take all necessary and appropriate precautions to protect the interior of the said premises against damage by storm, rainfall, typhoon or the like threats and in particular to ensure that all exterior doors and windows are securely fastened upon the threat of such adverse weather conditions.

Entry by Landlord 3.11 To permit the Landlord and the manager of the said building and all persons authorised by them with or without workmen or appliances at all reasonable times and upon reasonable prior notice to enter and view the state of repair and condition of the said premises, to take inventories of the Landlord's fixtures and fittings therein and the furnishings, to test the electric wiring, to read the meters and to carry out any works, repairs or maintenance which require to be done to the said premises, the common areas, the common services and facilities or any other part or parts of the said building and to remedy any breach of the Tenant's covenants in this Agreement and to carry out any work or repair required to be done by the Tenant hereunder, which the Tenant will have failed to do despite notice having first been given to the Tenant by the Landlord causing as little nuisance, annoyance or inconvenience to the Tenant and/or the occupiers of the said premises as possible Provided that in the event of an emergency the Landlord, its authorised representatives or servants or agents may enter without notice and forcibly if need be.

To Execute Repairs on Receipt of Notice 3.12 To make good all defects and wants of repair to the said premises for which the Tenant may be liable within the space of fourteen (14) days from the receipt of written notice from the Landlord or its authorised representatives to repair and make good the same, and if the Tenant shall fail to execute such works or repairs as aforementioned, to permit the Landlord or its authorised representatives or servants or agents to enter upon the said premises and forcibly if need be and execute the same at the sole expense of the Tenant and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and be recoverable forthwith by action.



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| Inform
Landlord of
Damage | 3.13 To give notice in writing to the Landlord or its representative or agent of any damage that may be caused to the said premises or to persons thereupon and of any defects in the furnishings, the fire fighting equipment and apparatus, the water pipes, gas pipes, plumbing, telephone lines, electrical or other installations or wiring or piping or other fittings, fixtures and fittings or facilities provided by the Landlord within seven days from the Tenant becoming aware of any such damage or defect. |
| Infestation | 3.14 At the Tenant's expense to take all such steps and precautions as shall be required by the Landlord to prevent the said premises or any part thereof from becoming infested by termites, rats, mice, roaches or any other pests or vermin. The Tenant shall employ at the Tenant's own cost and expense such pest extermination contractors as the Landlord may approve and at such intervals as the Landlord may direct. |
| Damage to
Building | 3.15 To fully indemnify the Landlord on demand the costs of repairing any part of the said building or the common areas or any of the common services and facilities installed therein that may be damaged by reason of any act, default, neglect or omission on the part of the Tenant, its agents, servants, employees, contractors, visitors or licensees. |
| To Comply with
Government
Lease | 3.16 To observe, obey and comply with and to keep the Landlord fully indemnified against any breach by the Tenant or any contractor, servant, employee, visitor, agent or licensee of the Tenant of the terms, conditions and covenants of the Government Lease or (as the case may be) Leases or other grant or grants under which the land(s) on which the said building is erected is/are held from the Government (hereinafter referred to as "the said Lot") and of the provision as regards the user of the said premises as contained in the relevant part(s) of the Occupation Permit issued in respect of the said building. |
| To Comply
with Deed of
Mutual Covenant,
House Rules, | 3.17 To observe, obey and comply with and to keep the Landlord fully indemnified against any breach by the Tenant or any contractor, servant, employee, visitor, agent or licensee of the Tenant of all the terms, conditions, provisions and covenants of the Deed (if any) and |



General Rules,
Car Park Rules
and Club Rules

such house rules, general rules, car park rules and club rules as may from time to time be made by the Landlord or the manager of the said building, and, if there is the Deed, in accordance with the provisions of the Deed, and to observe and comply with such rule and regulations as may from time to time be made or adopted by the Landlord and/or the manager of the said building.

Viewing and
Letting and
Selling Notices

3.18 To allow at all reasonable times within three (3) calendar months immediately preceding the expiration or sooner determination of the said term prospective tenants or purchasers or occupiers to inspect and view the said premises and allow the Landlord to maintain affix and exhibit without interference upon any external part or parts of the said premises or where the Landlord shall think fit a notice or notices indicating that the said premises are to become vacant and available for selling or letting and such other information in connection therewith as the Landlord shall reasonably require which notice or notices the Tenant shall not remove or conceal.

Contractors,
Servants, Agents,
Licensees,
Visitors

3.19 To be responsible and liable to the Landlord for the acts, neglects, omissions and defaults of all contractors, servants, employees, agents, licensees, visitors and, if the Tenant is an individual, family member(s) of the Tenant or occupier of the said premises as if they were the acts, neglects, omissions and defaults of the Tenant itself and to fully indemnify the Landlord against all costs, claims, demands, expenses or liabilities to any third party in connection therewith and for the purposes of this Agreement "licensee" shall include any person present in, using or visiting the said premises with the consent of the Tenant, express or implied.

Load and
unload through
Cargo Lift

3.20 To load and unload goods and effects only at such times during daylight hours and through such cargo lifts and entrances (if any) and at such areas in the said building as may from time to time be designated by the Landlord or the manager of the said building, and in particular to give to the Landlord and the manager of the said building at least twenty four hours' advance notice of the movement of furniture or large objects or large quantities of goods and effects of the Tenant.



Refuse and Garbage Removal 3.21 To be responsible for the disposal or removal of garbage, rubbish and refuse from the said premises to such places as may be designated by the Landlord or the manager of the said building and not to dispose of or discharge or permit or suffer to be disposed of or discharged any garbage, rubbish or refuse in any other part or parts of the said building and to use only that type of refuse bag or container as may be specified by the Landlord or the manager of the said building from time to time and shall keep the Landlord fully and effectually indemnified against any cost, claim, proceeding, loss, damage or injury caused to any person whomsoever or any property whatsoever whether directly or indirectly as a result of or due to the accumulation of such garbage, rubbish or refuse of the Tenant in or at the said premises or the said building. In the event of the Landlord providing a collection service for refuse and garbage the same shall be used by the Tenant to the exclusion of any other similar service and the use of such service provided by the Landlord shall be at the sole cost of the Tenant. If wet garbage is removed from the said premises, any extra costs charged by the relevant Government authority or the Landlord for removal of the same shall be borne by the Tenant.

Window Cleaning 3.22 To keep the windows of the said premises clean and in proper condition, and (if central air-conditioning is provided to the said premises) to keep all windows of the said premises closed at all times and not to open any of the windows of the said premises save when the air-conditioning system is not in operation.

Conduct of Business 3.23 (a) To furnish first class service to patrons and customers and to conduct the business of the Tenant in such manner so as not to prejudice the goodwill and reputation of the said building as a first class commercial complex and in particular but without limiting the generality of the foregoing :-

(i) To keep the said premises open for business throughout the said term and at all times of the year during the normal business hours as set out in Part IX of the First Schedule hereto and any suspension of the Tenant's business for a period of more than three (3) consecutive



days without the Landlord's consent shall constitute a material breach of this provision entitling the Landlord to determine this Agreement and to regain possession of the said premises.

- (ii) To install and at all times to maintain the interior design of the said premises and displays of merchandise in the display of shopfront windows or showcases of the said premises to a standard and of a composition appropriate to the satisfaction of the Landlord.
- (iii) To at its expenses keep lit any shopfront windows and showcases together with the shop signs of the said premises during such hours as the common areas of the said building are open to the public and for the better observance of this provision the Tenant shall permit the Landlord to control the electrical circuits and main switches to the said shopfront windows showcases and shop signs. For the purpose of this Clause shopfront windows and showcases shall be deemed to include those parts of the interior of the said premises used to display merchandise goods or services immediately fronting onto the common areas of the said building and/or the street and/or the pedestrian way and/or the landscaped area of the said building and/or the atrium of the said building and/or the entrance lobby of the said building.
- (iv) Not to at any time during the term of this Agreement cause or permit or suffer the area under the fire shutters, the fire shutters, smoke detectors and smoke extraction ducts and outlets installed in the said premises to be obstructed or altered or prevented from operation in any way whatsoever and the design and layout of the said premises shall be in such manner so as not to be in breach of this provision.
- (v) To display in the shopfront windows and showcases merchandise of a quality and in a manner and design



appropriate to a high class commercial complex, and shall not, unless required by the Fire Services Department or permitted by the Landlord in writing, cause any obstruction of view along the shopfronts and not to install storeroom or changing room/blinds or the like along the shopfront area so as to block or cover the same.

- (vi) The dimension, design, material and colour scheme of the shopfront, signage and logo must be submitted to the Landlord for prior approval, such approval not being unreasonably withheld.
- (vii) To offer for sale or display within any display window forming part of the said premises only the goods belonging to or forming part of the stock-in-trade of the Tenant or advertising matter relating thereto or to the trade or business of the Tenant and not to offer for sale or display the goods of others or any advertising matter relating to the goods or services of others.
- (viii) To alter any window or other display of goods or merchandise in or at the said premises immediately upon notice by the Landlord that such displays will in the opinion of the Landlord jeopardise the reputation and standing of the said building.
- (ix) Not to affix or post or permit to be affixed or posted to or on the internal or external faces of the glass forming part of the display windows or entrance doors of the said premises any sign notice or exhibit of any nature other than such customary sign indicating the conduct of trade by way of the services of established credit card companies which signs shall in any event be discreetly displayed so as not to obstruct the viewing of merchandise displayed within the interior of the said premises.
- (x) Not to conduct any auction or closing down or similar sales



or utilise any unethical business practice provided that this provision shall not preclude the conduct of genuine periodic seasonal or promotional sales.

- (xi) Not to carry out or allow to be carried out any touting for business outside the said premises at any time.
- (xii) Not to put outside the said premises any directory or display stand.
- (xiii) Not to place any posters, banners or advertising signs inside or outside the curtain wall along the perimeter of the said building.
- (xiv) Not to use any area in front of the shopfront of the said premises for :-
 - (1) placing any cooking utensils, tables and/or chairs to carry on the intended business as stated herein or other business;
 - (2) storage of goods, merchandise, furniture whether on a temporary or permanent basis;
 - (3) cleaning, washing or rinsing of cooking and serving utensils and cutlery; and
 - (4) any kind of food preparation.
- (xv) Not to use the said premises for manufacture of goods or merchandise or for the storage of goods or merchandise other than stock or materials in quantities reasonably required in connection with and consistent with the Tenant's trade or business carried on therein by way of samples and exhibits.

Business as

(b) This sub-clause shall apply only if the business to be carried on by



Restaurant or
Food Outlet

the Tenant in the said premises is a restaurant or other food outlet. If so, and in view of the business to be carried on by the Tenant in the said premises, without affecting the generality of other provisions of this Clause the Tenant agrees to be bound by the following terms and conditions :-

- (i) The Tenant shall be responsible for applying for the necessary licence(s) and satisfying all necessary licensing requirements for operation of a restaurant and, as the case may be, the type of restaurant or food outlet intended to be run by the Tenant in the said premises. The Landlord is under no obligation to make any addition and/or alteration to the said premises so as to satisfy any of the said licensing requirements but agrees to use reasonable endeavours to assist the Tenant to fulfill the Tenant's requirement regarding means of escape and sanitary fittings.
- (ii) The Tenant shall at its own expense keep the interior of the said premises and fixture and fittings therein and thereat, all kitchen(s), cooking equipment, water and sanitary apparatus used exclusively by the Tenant and his servants agents licensees and customers in good clean sanitary and tenantable repair and condition to the satisfaction of the Landlord and in accordance with the regulation or bye-laws of all Public Health and other Government Authorities concerned. In particular and without prejudice to the generality of the foregoing the Tenant shall at its own costs :-
 - (1) install and maintain at all times hood over all cooking equipment in the kitchen(s) in the said premises together with suitable grease filters and air washer installed.
 - (2) install and maintain all grease traps whether within or outside the said premises in good clean working order and free from blockage and obstruction and to inspect



and clean the same daily and at least once weekly, or more frequently as the real situation may require, to clean the same with hot water and strong solvent and the Tenant hereby undertakes to indemnify the Landlord against any claim arising from any leakage.

- (3) install and maintain all necessary grease filters in the kitchen(s) in the said premises and to regularly inspect and clean the same and keep them free from blockage and obstruction.
 - (4) install and maintain all air-transfer grilles throughout the said premises in good clean working order and not to block off the same and to regularly inspect and clean the same and keep them free from blockage and obstruction.
 - (5) install and maintain screw-in grease valves in all ducting throughout the said premises and to regularly inspect and clean the same.
 - (6) carry out at the Tenant's costs all water-proofing facilities within the kitchen area and undertakes to indemnify the Landlord against all claims arising from any leakage from the said premises.
 - (7) carry out all goods delivery and/or garbage removal in a proper manner and at such time to be approved by the manager of the said building so as not to prejudice or affect the image of the said building.
- (iii) The Tenant shall not sell or supply any beer wine spirits liquor or alcohol unless licence(s) so to do has first been obtained by the Tenant and the terms of the regulations under which such licence(s) is granted in respect of the said premises has been duly complied with.



- (iv) Should the Tenant require air-intake and exhaust louvres on the external wall(s) of the said building, the proposed location and design of the said louvres must be submitted to the Landlord for prior approval. If space on the external wall(s) of the said building is so granted, the Tenant shall be responsible for providing efficient grease-washing equipment, such as hydro-vent, to regularly clean the exhaust louvres in order to prevent the grease or oily substance from accumulating on the exhaust louvres and/or external wall(s). If the standard of cleanliness is unacceptable to the Landlord, the Landlord shall have the right to employ other cleaners to carry out the cleaning work and the cost of which shall be borne by the Tenant solely.
- (v) Detailed plan for the design and construction of plumbing, drainage works, surface channel for proposed drainage and, if any, calculation of its construction, has to be submitted to the Landlord for prior approval, and the said design and construction (including routing outside the said premises) shall be carried out by the consultant and contractor respectively as may be approved by the Landlord at the costs and expenses of the Tenant.

Yield Up the
Said Premises
and Handover

- 3.24 (a) To quietly yield up and deliver the said premises at the expiration or sooner determination of this Agreement in good, clean and tenantable repair and condition (fair wear and tear excepted) in accordance with its covenants to repair herein contained notwithstanding any rule of law or equity to the contrary PROVIDED THAT all personal properties and effects, alterations, decorations, partitions, fixtures, fittings and additions therein and thereto of the Tenant or occupier of the said premises shall notwithstanding that the Landlord's consent for the same may have been obtained or given or deemed to have been given if so required at the sole discretion of the Landlord be removed by and at the sole cost and expense of the Tenant at the expiration or sooner determination of this Agreement and the Tenant shall make good and repair in a proper and workmanlike manner all damage



to the said premises the said building and the Landlord's fixtures and fittings and the furnishings in the said premises caused by such removal and reinstate the whole or part of the said premises to the condition as they were in at the commencement of the said term AND thereupon to surrender to the Landlord or its agent all keys giving access to all parts of the said premises held by the Tenant and at the Tenant's expense to remove from the doors of the said premises and the directory boards of the said building (if any) all lettering and characters and to make good any damage caused by such removal Provided that if the Tenant fails to remove its personal properties and effects as left in the said premises (hereinafter referred to as "the abandoned items") the Landlord shall be entitled to give notice in writing to the Tenant to demand the Tenant to remove the abandoned items within three (3) days from the date of the said notice, failing which the Landlord shall be entitled to remove the abandoned items from the said premises without incurring any liability whatsoever to the Tenant therefor but at the costs and expenses of the Tenant to be reimbursed by the Tenant to the Landlord forthwith upon demand or to be recovered by the Landlord from the Tenant as a debt hereunder payable AND thereafter the Landlord may by further notice in writing to the Tenant to demand the Tenant to collect the abandoned items in the manner as may be stated in the said notice but upon full payment of the aforesaid costs and expenses and such further or other costs and expenses which may then have been incurred (including but not limited to storage charges or fees) within three (3) days from the date of the said further notice, failing which the Landlord shall be absolutely entitled to dispose of, sell, give away or otherwise deal with the abandoned items as it shall in its sole discretion see fit and the Tenant shall be deemed to have abandoned its right of ownership of the abandoned items and the right to re-claim the same and/or to claim against and recover from the Landlord any proceeds of sale of the abandoned items if sold by or through or by the order of the Landlord and the Tenant shall indemnify and keep the Landlord indemnified fully against all such demand, claim, proceedings and costs made and brought against the Landlord by



any third party(ies) in connection with and/or for the re-claim or recovery of the abandoned items or any part(s) thereof or any proceeds from sale of the same or any part(s) thereof.

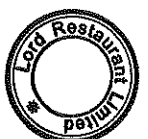
- (b) Notwithstanding anything contained herein, at the expiration or sooner determination of this Agreement the Landlord is absolutely entitled to at its sole discretion request for the retention of and retain subject to agreement with the Tenant all or any such furnishings, fixtures, fittings, additions, alterations, decorations, partitions and improvements installed erected or introduced in and to the said premises or any part(s) thereof for which the Landlord's consent may have been obtained or given or deemed to have been given but without payment of any compensation for the same to the Tenant.

Indemnity and
Insurance

- 3.25 (a) To effect and maintain at all times during the currency of this Agreement comprehensive insurance cover to the satisfaction of the Landlord in respect of the said premises against risks including but not limited to fire storm earthquake flooding lightning subsidence landslip explosion riot civil commotion malicious damage bursting or overflowing of pipes and liability for loss injury or damage to any person or property whatsoever arising as a direct or indirect result of any act neglect default or omission of the Tenant or its contractors, servants, agents, licensees or invitees with an reputable insurance company and also in respect of the following :-

(i) Third Party

In respect of liability for loss injury or damage to any person or property whatsoever caused through or by any act default or neglect of the Tenant which might give rise to a claim for indemnity pursuant to Clause 3.8 (or, as in case of re-arrangement of clauses, such clause with margin note stating "Indemnity against Loss/Damage from Interior Defects") hereof. The policy of insurance shall be endorsed to show the Landlord as the owner of the said premises and shall be in any amount not less than HK\$5,000,000.00 (in the case of the said premises being operated as a restaurant or food outlet or



in the case of the said premises being not less than 5,000 square feet) or HK\$2,500,000.00 (in the case of the said premises being operated other than as a restaurant or food outlet and being less than 5,000 square feet) or in such amount as the Landlord may from time to time reasonably require and such insurance policy shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled modified or restricted without the prior consent of the Landlord.

(ii) Glass

All glass now or hereafter on or in the said premises for its full replacement value.

(iii) Water Damage

Against damage to stock fixtures and fittings for the full insurable value occurring in respect of the use or misuse of the fire sprinkler system installed within the said premises or the incursion of water therein.

(iv) Tenant's Fittings and Stock

The Tenant's fittings stock and equipment within the said premises against fire and extraneous perils for their full replacement value.

- (b) To pay the premium in respect of any policies effected pursuant to this Clause upon the due date and whenever so required by the Landlord to produce to the Landlord a certified copy of such policies of insurance and the receipts for the last premium paid and certificates from the insurance companies that the policies of insurance are in all respects valid and subsisting and in the event of failure to do so the Landlord may effect such insurance either in its sole name or in the joint names of the Landlord and the Tenant (as the Landlord may in its discretion decide) and in such event to reimburse the Landlord on demand all costs and expenses thereby incurred by the Landlord.



Keep and
Maintain
Electricity and
Water Supply
Accounts

3.26 To keep and maintain at the Tenant's sole cost and expense electricity and water supply account with the relevant power and supply companies for the supply of electricity and water to the said premises throughout the said term. In the event of the Tenant applying for disconnection of any of such supply or termination of any of such accounts at the expiration or sooner termination of this Agreement, the Tenant shall give to the Landlord sufficient prior notice in writing to enable the Landlord to make arrangement for the transfer of the said account. In the event that the supply of electricity and/or water to the said premises is disconnected without the said prior notice to the Landlord, the Tenant shall bear all costs and expenses whatsoever incurred by the Landlord of and incidental to the re-connection of such supply to the said premises and all such costs and expenses shall either be deducted by the Landlord (and the Tenant hereby expressly authorizes the Landlord so to do) from the deposit paid by the Tenant hereunder or be recoverable from the Tenant by the Landlord as a debt.

Pipes and
Conduits

3.27 To permit the Landlord to erect use and maintain pipes and conduits in and through the said premises. The Landlord or his agents shall have the right to enter the said premises at all times to examine the same.

Adjacent
Excavation or
Shoring

3.28 If any excavation or other building works shall be made or authorised in the vicinity of the said building, the Tenant shall permit the Landlord its servants or agents to enter the said premises to do such work as may be deemed necessary to preserve the exterior walls or any part of the structure of the said building from injury or damage without any claim for damages or indemnity against the Landlord.

SECTION IV

LANDLORD'S OBLIGATIONS

4. The Landlord hereby agrees with the Tenant as follows :-

Quiet
Enjoyment

4.1 That the Tenant duly paying the rent and all other charges hereby agreed to be paid by the Tenant on the days and in the manner herein provided for payment of the same and observing and performing the agreements, stipulations, terms, obligations and conditions herein



contained and on the Tenant's part to be observed and performed shall peacefully hold and enjoy the said premises during the said term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

Government Rent 4.2 To pay the service and management charges, rates and Government rent (in so far as any of them not being payable by the Tenant hereunder) and the Property Tax payable in respect of the said premises.

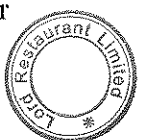
Roof and Main 4.3 To use its best endeavours to procure the manager of the said building Structure To maintain and keep the roof(s) main electricity supply cables main drains water pipes main walls and exterior window frames of the said building (except in so far as the same are within the responsibility of the Tenant hereunder) and the lifts and escalators and condenser water supply system herein in a proper state of repair and condition Provided that the Landlord shall not be liable for breach of this Clause unless and until written notice of any defect or want of repair has been given to the Landlord by the Tenant and the Landlord has failed to take reasonable steps to repair or remedy the same.

SECTION V

RESTRICTIONS AND PROHIBITIONS

5. The Tenant hereby agrees with the Landlord as follows :-

Installations 5.1 (a) Not without the previous written consent of the Landlord to erect, and Alterations fixtures and fittings, partitionings, architectural features, air-conditioning units or plants, radio or television aerials or other erections or fixtures and fittings or equipment or installations of any kind in the said premises or the said building or upon the roofs or through the windows or external walls thereof or any other part or parts thereof or without the like consent to make or permit or suffer to be made installations in or alterations or additions to the sprinkler



system or any other fire protection or fire fighting system, equipment or apparatus or security system, equipment or apparatus, electrical/gas wiring/piping, air-conditioning ducting, lighting, fixtures and fittings or other Landlord's fixtures and fittings or the furnishings or installations or to install or place or permit or suffer to be installed or placed any safe, equipment, furniture, plant, object, goods, apparatus or machinery which may impose a weight on any part of the flooring in excess of that for which it is designed or which requires any additional electrical/gas mains/ wiring/piping or which may consume electricity/gas not metered through the Tenant's separate meter. In the event of breach of this covenant, the Tenant shall keep the Landlord fully indemnified against all loss, damages, claims and demands as a result thereof and shall make good any damage caused thereby to that part of the said building or any fixtures and fittings therein provided that the indemnification and the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Landlord by virtue of such breach. For the avoidance of doubt, the Tenant shall comply with the directions and instructions of the Landlord regarding installation of all permitted erections fixtures and fittings equipment and shall at its own expense be responsible for their periodic inspection, maintenance and repair and for the replacement of defective wiring and parts and the Tenant shall be strictly liable for any damage caused by the installation, operation, defect or removal of the same.

- (b) Not to make or permit or suffer to be made any alterations in or additions to the mechanical or electrical installations in the said building nor to overload or permit or suffer to be overloaded the lifts or the electrical circuits within the said building nor to place or transport or install or use or permit or suffer to be placed or transported or installed or used any equipment, apparatus or machinery which may exceed the loading of the lifts or the electrical installations or the electrical main or wiring in the said building or which may consume electricity not metered through the Tenant's separate meter.



- (c) Not to make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to or in the said building.
- (d) Not to make or permit or suffer to be made any external or structural alteration or other alteration or addition whatsoever to the said building or to the existing design or external appearance of the facade or elevations of the said building or the common areas or the common services and facilities thereof.
- (e) Not without the prior written consent of the Landlord which may be granted or withheld or granted subject to conditions imposed at its absolute discretion to change or in any way to alter (if any) the standard entrance doors provided by the Landlord for access to the said premises or to erect or install or alter or affix or attach or build or permit or suffer to be erected, installed, altered, affixed, attached or built any fixtures and fittings, partitions, doors, gates, metal grilles, shutters or any other erection or structure or installation whatsoever whether of a temporary or permanent nature in the said premises or in or at the doorway or entrance or staircase or roof in or on or to the said premises or the said building or at any of the fire exits therefrom or erect any such fixture or partition or door or gate or metal grille or shutter or alter or obstruct the position of any smoke lobby doors or fire escape means of the said building or any other fire protection or fire fighting systems equipment or apparatus that might in any way contravene the laws, bye-laws or regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the same.
- (f) Any work hereunder for which the Landlord's written consent shall have been first had and obtained shall be carried out and completed at the Tenant's risk solely and shall in all respects fully comply with the Buildings Ordinance and any regulations



thereunder and in carrying out any approved work hereunder the Tenant shall and shall cause its servants, employees, agents, contractors and workmen to cooperate fully with the Landlord and all authorised representatives, servants, employees, agents, contractors and workmen of the Landlord and with other tenants or contractors carrying out any work in the said building. The Tenant, its servants, employees, agents, contractors and workmen shall obey and comply with all instructions and directions which may be given by the Landlord and its authorised representatives and the manager of the said building in connection with the carrying out of such work.

- (g) In carrying out any work to the mechanical and electrical installations and/or wirings and/or the sprinkler systems and/or the fire protection and fire fighting systems, equipment and apparatus and/or the security systems, equipment and apparatus which has been previously approved by the Landlord, the Tenant shall use only a contractor approved in writing for the purpose by the Landlord at the expense of the Tenant and in such manner as the Landlord shall in its absolute discretion think fit and the Tenant shall also be solely responsible for all electricity and other charges thereby incurred.
- (h) The Tenant shall if required by the Landlord pay on demand all costs, charges and expenses (including legal costs and fees payable to architects, engineers and surveyors) which may be reasonably incurred by the Landlord in connection with any licence or consent granted for the work under this Clause.

Injury to
Main Walls

- 5.2 Not to cut, maim, injure, drill into, mark or deface or permit or suffer to be cut, maimed, injured, drilled into, marked or defaced any doors, windows, window frames, walls, beams, ceilings, structural members or any part of the fabric of the said premises or any of the plumbing or sanitary or air-conditioning or water-heating apparatus or installation included therein or the fixtures and fittings in the said premises or the said building.



- Damage to Walls, 5.3 Not without the consent of the Landlord (which consent the Landlord
Ceilings and shall not unreasonably withhold) to drive or insert or permit or suffer
Floors to be driven or inserted any nails, screws, hooks, brackets or similar
articles into the ceilings, walls or floors of the said premises nor
without the previous written consent of the Landlord to lay or use or
permit or suffer to be laid or used any floor covering or do or permit or
suffer to be done any other act or thing which may damage or
penetrate the existing flooring, floor screed or slabs of the said
premises or the said building.
- Damage to 5.4 Not to damage, injure or deface or permit or suffer to be damaged,
Common Areas injured or defaced any part of the structure, fabric or decorative
features of the common areas and the common services and facilities
including any stairs, gates, fences, hedges, trees, plants or shrubs
therein or thereabout.
- Nuisance or 5.5 Not to do or permit or suffer to be done any act or thing which may be
Annoyance or become a nuisance or annoyance to the Landlord or to the tenants or
occupiers of other premises in the said building or in any adjoining or
neighbouring premises or which may in any way interfere with or
affect or which is likely to interfere with or affect the management and
the maintenance of the said Lot and the said building and it is agreed
that a persistent breach by the Tenant of the terms of this Clause after
warning in writing has been given by the Landlord to the Tenant shall
amount to a breach of this Agreement justifying the Landlord
exercising its rights of re-entry hereunder.
- Noise 5.6 Not to cause or produce or permit or suffer to be produced at any time
in the said premises any music or noise or vibration (including sound
produced by broadcasting from radio, television or any apparatus or
equipment capable of producing and reproducing sound) so as to be
audible outside the said premises or any vibration or resonance or
other form of disturbance nor to emit transmit or receive any
microwaves by any unlicensed means of telecommunication or in any
manner in contravention of the Telecommunications Ordinance
(Chapter 106) or in interference with the use and enjoyment of
broadcasting from radio or television of other owners, tenants or



occupiers of adjacent or neighbouring premises or to do or cause or permit or suffer to be done any other acts or things in or on the said premises which is or are or may be or become a nuisance or annoyance to the owners, tenants or occupiers of adjacent or neighbouring premises or give rise to a cause for reasonable complaint and it is agreed that a persistent breach by the Tenant of the terms of this Clause after warning in writing has been given by the Landlord to the Tenant shall amount to a breach of this Agreement justifying the Landlord exercising its rights of re-entry hereunder.

Signs

- 5.7 Not to paint or exhibit or affix or display or permit or suffer to be painted or exhibited or affixed or displayed outside the said premises or any part thereof so as to be visible from outside the said premises any signboard, sign, decoration, advertising matter or other device whether illuminated or not nor to affix any writing, sign, signboard, decoration, advertising matter or other device in, at or above any part or parts of the common areas of the said building without the consent of the Landlord, such consent not being unreasonably withheld and the Landlord and/or the manager of the said building and their agents shall have the right to remove the same at the expense of the Tenant. Provided That the Tenant shall be entitled to have its name and business (as given herein) displayed in lettering and/or characters to a design and standard of workmanship approved by the Landlord on a signboard upon the front of the said premises. If the Tenant carries on business under a name other than its own name he shall be entitled to have that name displayed as aforesaid but the Tenant shall not be entitled to change the business name without previous written consent of the Landlord and without prejudice to the foregoing the Landlord may in connection with any application for consent under this Clause require the Tenant to prove that no breach of the provisions of this Agreement prohibiting sub-letting and assignment of the letting under this Agreement.

User

- 5.8 (a) Not to use, permit or suffer the said premises or any part thereof to be used for any purpose other than that as more particularly set out in Part X of the First Schedule hereto, and the Tenant shall conduct therein only such business undertakings which are duly



authorised licensed approved or permitted by the relevant and competent Government authorities and comply in all respects with the conditions terms and regulations relating to such business or imposed on the granting of the licence and/or approval in respect thereof. The Landlord makes no guarantee and warranty that the said premises are suitable for the Tenant's use and purpose, and is under no obligation to make any application or alteration to satisfy any relevant statutory requirement (if any).

- (b) Not to permit any person to remain in the said premises overnight without the prior written permission of the Landlord such permission shall only be given to enable the Tenant to post watchman to look after the contents of the said premises which shall not be used as sleeping quarters or as domestic premises within the meaning of any ordinance for the time being in force.

Illegal or Immoral Use 5.9 Not to use or cause or permit or suffer the said premises or any part thereof to be used for gambling or for any illegal or immoral or improper purposes.

Manufacture of Goods 5.10 Not to use or permit or suffer the said premises to be used for the purpose of the manufacture or making of goods and merchandise nor to conduct or permit any auction, closing down or similar sale of things or properties of any kind to take place in the said premises.

Unlawful or Dangerous Goods 5.11 Not to keep or store or permit or suffer or cause to be kept or stored in the said premises any unlawful goods or any arms, ammunition, gunpowder, salt-petre, petroleum, liquidified petroleum gas, butane gas, kerosene or other explosive or combustible substance or dangerous, hazardous or prohibited goods within the meaning of the Dangerous Goods Ordinance (Cap.295) and the regulations made thereunder or any statutory modification or re-enactment thereof from time to time in force and to fully indemnify the Landlord against all actions, costs, claims and demands in respect of any breach or non-observance of this provision.



- Obstructions 5.12 Not to use or cause or permit or suffer the entrances, lobbies, staircases, landings, corridors, passages, driveways and other common areas to be used for loitering or eating and not to place or leave or encumber or obstruct or permit or suffer to be placed or left or encumbered or obstructed with any boxes, furniture, articles, dust bins, chattels, goods, packaging, rubbish or other obstruction of any kind or nature any of the entrances, staircases, corridors, landings, passages, lobbies, driveways or other common areas and the Landlord and its authorised representatives shall be entitled without notice and at the Tenant's expense to remove and dispose of as they see fit any such material aforesaid and the Landlord and its authorised representatives shall not thereby incur any liability to the Tenant or any other person whomsoever and the Tenant shall fully indemnify the Landlord against all loss, claims, damages or expenses as against the Landlord in respect thereof.
- Prevention
of Odours 5.13 Not to cause or permit or suffer any offensive or unusual odours or noxious smells which shall be offensive or unusual to be produced upon, permeate through or emanate from the said premises.
- Animals,
Pets 5.14 Not to keep or permit or suffer to be kept any animals or pets inside the said premises.
- Subletting,
Assigning 5.15 Not to assign, underlet, part with the possession of or transfer the said premises or any part thereof or any interest therein in any way nor permit or suffer any arrangement or transaction whether by way of sub-letting, lending, sharing or other means whereby any person or persons not a party to this Agreement obtains the use, possession, occupation or enjoyment of the said premises or any part thereof irrespective of whether any rental or other consideration is given therefor and in the event of any such transfer, sub-letting, lending, sharing, assignment or parting with the possession of the said premises this Agreement shall absolutely determine at the option of the Landlord and the Tenant shall forthwith vacate the said premises on notice to that effect from the Landlord. The tenancy hereby created shall be personal to the Tenant named in this Agreement and without in any way limiting the generality of the foregoing the following acts



and events shall be deemed to be breaches of this Clause :-

- (a) In the case of a tenant which is a partnership the change in such partnership whether on the death or retirement of an existing partner or otherwise.
- (b) In the case of a tenant which is a corporation any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.
- (c) In the case of a tenant who is an individual the death, insanity or disability of that individual to the intent that no right to use, possess, occupy or enjoy the said premises or any part thereof shall vest in the executors, administrators, personal representatives, next of kin, trustee or receiver of any such individual.
- (d) The change of the Tenant's name without the previous written approval of the Landlord.
- (e) The giving by the Tenant of a Power of Attorney or similar authority whereby the donee of the Power obtains the right to use, possess, occupy or enjoy the said premises or any part thereof or does in fact use, possess, occupy or enjoy the same.

Breach of
Government
Lease or Deed
of Mutual
Covenant

5.16 Not to do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the provisions, terms, conditions and covenants of the Government Lease or Conditions under which the said Lot is held from the Government, the Deed, the Sub-Lease and the Deed of Variation, and to fully indemnify the Landlord and the manager of the said building against the consequences of any such breach.

Breach of
Insurance

5.17 Not to do or permit or suffer or cause to be done any act, deed, matter or thing whatsoever whereby the policy or policies of insurance on the



Policy

said building or the said premises or any part or parts thereof against loss or damage by fire and/or other insurable perils and/or claims by or liabilities to third parties for the time being in force may be rendered void or voidable or whereby the rate of premium thereon may be increased Provided that if as the result of any act, deed, matter or thing done, permitted, suffered or caused by the Tenant or occupier of the said premises, the premium on any such policy or policies of insurance shall be increased the Landlord shall be entitled without prejudice to any other remedy hereunder to recover from the Tenant the amount of any such increase and the Tenant shall forthwith repay to the Landlord on demand all sums paid by the Landlord by way of increased or additional premium thereon and all expenses incurred by the Landlord in and about any renewal of such policy or policies arising from or rendered necessary by such breach and in the event of the said premises or the said building or any part or parts thereof being damaged or destroyed by fire or other insurable cause at any time and the insurance money under any insurance against fire or other such cause effected thereon being wholly or partially irrecoverable by reason solely or in part of the Tenant's act or default then and in every such case to forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of completely rebuilding or reinstating the same.

Aerials

5.18 Not to erect any aerial on the roofs or walls of the said building or within the said premises and not to interfere with, remove, dismantle or alter those common aerials (if any) of the said building.

Air-conditioning

5.19 Not without the prior written consent of the Landlord such consent not to be unreasonably withheld to install air-conditioning facilities in addition to such facilities as are provided by the Landlord and to take all possible measures to prevent excessive noise, condensation or dripping onto any part of the said building in respect of all such air-conditioning facilities of the said premises.

No Touting

5.20 Not to tout or solicit or procure or conduct or permit or suffer any touting or soliciting for business or the distribution of any pamphlets, notices or advertising matters outside the said premises or anywhere



within the said building or the estate or development of which the said building forms part by the Tenant or any of the Tenant's servants, employees, agents or licensees.

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| Use of
Common Areas | 5.21 | Not to use the common areas and the common services and facilities of the said building save and except in accordance with the directions of the Landlord or the manager of the said building or their authorised representatives or the general rules or the car park rules or the club rules (if any). |
| Flat Roof(s)
and Window(s) | 5.22 | <p>(a) Unless otherwise agreed upon or permitted under this Agreement not to add any furnishing or decoration to (if any) air-conditioner canopy(ies), flat roof(s) and window(s) of the said premises. For the better observance of this Clause the Landlord reserves the right to order the removal of any item of the Tenant's decoration, fixture, fitting, furnishing or finishing in or on the said premises visible from outside the said building which shall be objectionable in the Landlord's opinion.</p> <p>(b) Not to throw or permit to be thrown or dropped any article, rubbish or other things from (if any) flat roof(s) or from any windows of the said premises and in particular not to permit the construction thereon or the extension or suspension therefrom of any object, apparatus or structure whatsoever and it is agreed that a persistent breach by the Tenant of the terms of this Clause shall amount to a breach of this Agreement justifying the Landlord exercising its rights of re-entry hereunder.</p> |
| Parking and
Loading | 5.23 | Not to park and obstruct or otherwise use nor permit to be parked and obstructed or otherwise used by any employee agent contractor invitee or licensee of the Tenant those areas (if any) of the said building allocated for parking the movement of or access for vehicles or designated as loading/unloading areas other than in accordance with the regulations made from time to time by the Landlord or the manager of the said building. |
| Loading | 5.24 | Not to place or permit or suffer to be placed on any part of the floors |



of the said premises or of the said building any safe, machinery, goods or merchandise which may cause the maximum floor loading capacity thereof, which the Landlord shall be entitled to prescribe, to be exceeded and in the event of breach of this covenant the Tenant shall make good any damage caused thereby to that part of the said building or any fixtures and fittings therein.

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| Tenant's Association | 5.25 | Not to form or organize or attempt or make any effort to form or organize any tenant's association or union jointly with any tenants of the said building for whatever objects or purposes during the continuance of the tenancy. |
| Fire Shutters | 5.26 | Not at any time during the said term cause or permit or suffer the area under the fire shutter (if any, or if any is to be installed) in the said premises to be obstructed in any way whatsoever and to ensure that the design and layout of the said premises shall be in such manner so as not to be in breach of this Clause. |
| Locks | 5.27 | Not, without the previous written consent of the Landlord such consent not unreasonably withheld to alter the existing locks bolts and fittings on the entrance doors to the said premises nor to install any fixtures partitions doors gates metal grilles shutters or other similar erection or installation whatsoever whether of a temporary or permanent nature in the said premises or in or at the doorway or entrance of the said premises or at any of the fire exits therefrom or carry out any alteration erection or installation works that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations. |

SECTION VI

EXCLUSIONS

- 6.1. The Landlord and the manager of the said building shall not in any circumstances be liable to the Tenant, occupier or any other person whomsoever :-



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| Common
Services and
Facilities | (a) In respect of any loss of life or loss, injury or damage to person or property or for any disruption or inconvenience caused to or sustained by the Tenant, occupier or any such other person caused by or through or in any way owing to any defect in or failure or breakdown or suspension of service of any of the common services and facilities (including but not limited to lifts escalators and air-conditioning system (if any)) for any reason whatsoever including negligent or wrongful acts or omissions by independent contractors; or |
| Electricity/
Gas/Water Supply | (b) In respect of any loss of life or loss, injury or damage to person or property or for any disruption or inconvenience caused to or sustained by the Tenant, occupier or any such other person caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity or power or gas or water supply or other utility to the said building or the said premises for any reason whatsoever; or |
| Fire and
Overflow of
Water, Vermin | (c) In respect of any loss of life or loss, injury or damage to person or property or for any disruption or inconvenience caused to or sustained by the Tenant, occupier or any such other person caused by or through or in any way owing to the escape or spread of fire, smoke or fumes or any other substance or thing or overflow or leakage of water or vibrations from anywhere within the said building or the influx of rain water or sea water into the said building or the said premises or typhoon, landslide, subsidence of the ground or the flooding or the activity of termites, roaches, mice, rats or other pests or vermin in the said building or the act neglect default or omission of the tenants and occupiers of neighbouring premises or the defective or damaged condition of the said premises or the said building or the furnishings, fixtures and fittings therein or the dropping or falling of any article whatsoever from neighbouring premises; or |
| Non-enforcement | (d) In respect of any loss or damage howsoever caused by or through any non-enforcement of the provisions of the Deed in respect of |



the said building and such general rules, car park rules and club rules as may from time to time be made in accordance with the provisions of the Deed or non-observance thereof by any third party; or

Security

- (e) For the security or safekeeping of the said premises or the said building or any persons or contents therein and in particular but without prejudice to the generality of the foregoing the provision by the Landlord and/or its agents of any watchman and caretaker or any mechanical or electrical alarm systems (if any) of whatever nature shall not create any obligation on the part of the Landlord as to the security of the said premises or any contents therein and the responsibility for the same shall at all times rest with the Tenant; or

Vehicles

- (f) For the security or supervision of or for any damage to or loss of vehicles or accessories or injury to persons or any damage resulting therefrom.

And the Tenant shall indemnify and keep the Landlord and the manager of the said building fully indemnified against all claims and demands whatsoever made upon the Landlord by any servant agent employee contractor or licensee of the Tenant or any other person claiming through or under the Tenant as a result of any such loss or injury or damage aforesaid nor shall the rent and other charges hereinbefore mentioned or any part thereof abate or cease to be payable on account of the happening of any of the foregoing.

Exemptions
Extend to
Landlord's Agent
and Manager

- 6.2 The Tenant hereby acknowledges that the exemptions contained in this Section also extend to the Landlord's agent(s) and the manager of the said building.

No Duty for
Landlord to
Insure

- 6.3 Nothing in this Section shall be construed as imposing on the Landlord or the manager of the said building any duty to insure against any of the above liabilities.



No claim for
Landlord's
works

6.4 The Tenant hereby acknowledges that the Landlord and/or the manager of the said building shall have the right to carry out decoration or renovation works in the said building at such time or times as they think fit at their absolute discretion and during such period or periods of decoration or renovation works the Landlord and/or the manager of the said building shall have the absolute right to close certain part or parts of the said building and to alter suspend or cease the provision of services to certain part or parts of the said building and the Tenant further acknowledges that there shall not be any claim for any loss of business profit or earning as a result of or ancillary to such works or alteration closure suspension or cessation or services.

SECTION VII
ABATEMENT OF RENT

Abatement

7. If the said premises or the said building or any part thereof shall at any time during the said term be destroyed or damaged or become inaccessible owing to fire, water, storm, typhoon, defective construction, white ants, earthquake, subsidence of the ground, act of God, force majeure or any calamity or cause beyond the control of the Landlord or the Tenant and not attributable directly or indirectly to any act or default or neglect or omission of the Tenant his servants agents employees contractors or licensees so as to be rendered unfit for use and occupation or inaccessible and the policy or policies of insurance for such risk effected by the Landlord shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default or neglect or omission of the Tenant or if at any time during the continuance of this Agreement the said premises or the said building shall be condemned as a dangerous structure or a demolition order or closing order shall become operative in respect of the said premises or the said building the happening of which is not attributable directly or indirectly to any act or default or neglect or omission of the Tenant his servants agents employees contractors or licensees then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage



sustained or order made shall after the expiration of the then current calendar month be suspended until the said premises or the said building shall have been reinstated or again be rendered accessible and fit for use and occupation PROVIDED THAT the Landlord shall be under no obligation to repair or reinstate the said premises or the said building if in its opinion it is not reasonably economical or practicable so to do and PROVIDED FURTHER THAT in circumstances when the whole or substantially the whole of the said premises has been rendered inaccessible or unfit for use and occupation and should the said premises not have been reinstated or rendered accessible in the meantime either the Landlord or the Tenant may at any time after six (6) months from the occurrence of such damage or destruction or order give to the other of them notice in writing to determine this Agreement and thereupon the same and everything herein contained shall cease and be void as from the date of the occurrence of such damage or destruction or order or of the said premises becoming inaccessible or unfit for use and occupation but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of the agreements, stipulations, terms and conditions herein contained or of the Landlord in respect of the rent or other charges payable hereunder prior to the occurrence of such damage or destruction or order.

SECTION VIII

DEFAULT

8. It is hereby further expressly agreed and declared as follows :-

Default

8.1 If the rent and/or other charges payable hereunder or any part thereof shall be unpaid for fifteen (15) days after the same shall have become payable (whether legally or formally demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the agreements, stipulations or conditions herein contained and on the Tenant's part to be observed and performed or if the Tenant shall stop or suspend payment of its debts or be unable to or admit inability to pay its debts as they fall due or enter into any scheme of arrangement with its creditors or have an encumbrancer take possession of any of its assets



or in circumstances in which the Landlord shall have reasonable grounds to believe that the ability of the Tenant to pay the rent and other charges hereby reserved and to observe and perform its obligations under this Agreement shall have been prejudiced or put at risk or have a receiving order made against it or in such circumstances as aforesaid fail to satisfy any judgment that may be given in any action against it after final appeal or if the Tenant shall become bankrupt or being a corporation shall go into liquidation or if any petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or make any composition or arrangement with creditors or shall suffer any execution to be levied on the said premises or otherwise on the Tenant's goods or the Tenant continues to cause unnecessary annoyance inconvenience or disturbance to the Landlord after warning in writing has been served by the Landlord on the Tenant then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter on and upon the said premises or any part thereof in the name of the whole whereupon this Agreement shall absolutely cease and determine but without prejudice to any right of action by the Landlord in respect of any outstanding breach or non-observance or non-performance by the Tenant of any of the agreements, stipulations and conditions herein contained and on the Tenant's part to be observed and performed and to the Landlord's right to deduct all loss and damage thereby incurred from the deposit paid by the Tenant in accordance with Section IX hereof and without prejudice to the generality of the foregoing the Landlord shall also be entitled to forbid such defaulting Tenant and its agents employees servants licensees and visitors from using the services and amenities of the said premises and/or the said building until such default or breach has been rectified and the Landlord and/or the manager of the said building shall not incur any liability to the Tenant for any loss or damage suffered by the Tenant as a result thereof provided always that the rights and remedies given to the Landlord hereunder shall be deemed cumulative remedies and shall not prejudice any right of action or any remedy of the Landlord for the recovery of any rent and/or other moneys due to the Landlord from the Tenant.



- Exercise of Rights 8.2 A written notice served by the Landlord on the Tenant in manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of determination and/or re-entry herein contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord notwithstanding any statutory or common law provision to the contrary. All costs and expenses incurred by the Landlord in demanding payment of the rent and other charges payable hereunder (if the Landlord elects to demand) and in exercising its rights and/or remedies or in attempting to do so shall be paid by the Tenant and shall be recoverable from the Tenant as a debt.
- Acceptance of Rent 8.3 Acceptance by the Landlord of rent and/or interest and/or other charges payable by the Tenant hereunder shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach, non-observance or non-performance by the Tenant of any of the agreements, stipulations, terms and conditions herein contained and on the Tenant's part to be observed and performed notwithstanding any rule of law or equity to the contrary.
- Acts of Contractors, Guests, Servants, Agents, Licensees and Visitors 8.4 For the purpose of this Agreement, any act, default, neglect or omission of any servant, agent, family member, guest, visitor, employee, contractor or licensee (as hereinbefore defined) of the Tenant or occupier of the said premises shall be deemed to be the act, default, neglect or omission of the Tenant.
- Distrain 8.5 For the purposes of distress for rent in terms of Part III of the Landlord and Tenant (Consolidation) Ordinance (Cap.7) or any statutory modification or re-enactment thereof for the time being in force and of this Agreement the rent payable in respect of the said premises shall be and be deemed to be in arrears if not paid in advance at the times and in the manner hereinbefore provided for payment thereof.

SECTION IX

DEPOSIT

- Deposit 9.1 The Tenant shall on the signing hereof and before it shall be entitled to



possession of the said premises at the commencement of the said term and at such other times (if any) during the said term deposit and maintain with the Landlord the sum or sums specified in Part VIII of the First Schedule hereto (hereinafter referred to as "the said deposit") to secure the due observance and performance by the Tenant of the agreements, stipulations, terms and conditions herein contained and on the Tenant's part to be observed and performed. The said deposit shall be retained by the Landlord throughout the said term and the currency of this Agreement free of any interest to the Tenant with the right for the Landlord (without prejudice to any other rights or remedy hereunder) to deduct therefrom the amount of any rent and other charges payable hereunder and any costs expenses loss or damage sustained by the Landlord as a result of any non-observance or non-performance by the Tenant of any of the said agreement, stipulations obligations or conditions, in which event the Tenant shall as a condition precedent to the continuation of the said term hereby created forthwith on demand by the Landlord deposit with the Landlord the amount so deducted and if the Tenant shall fail so to do the Landlord shall forthwith be entitled to re-enter on the said premises or any part thereof in the name of the whole and to determine this Agreement but without prejudice to any right of action by the Landlord in respect of any aforementioned outstanding breach or non-observance or non-performance by the Tenant.

Increase of Deposit	9.2	Should increase in rent during the said term be provided for herein or should the Tenant's share of the service and management charges and air-conditioning charges (if payable by the Tenant hereunder) be increased, the Tenant shall upon such increase becoming applicable pay to the Landlord by way of an increase in the said deposit a sum proportional to the said increase in rent and/or service and management charges and/or air-conditioning charges in order to restore the ratio of the said deposit to the rent plus the Tenant's share of the service and management charges and air-conditioning charges to that previously subsisting and the payment of such increase shall be a condition precedent to the continuation of this Agreement.
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Repayment	9.3	Subject as aforesaid a sum equivalent to the amount of the said deposit
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of Deposit

shall be refunded to the Tenant by the Landlord without interest within thirty (30) days after the expiration of this Agreement and the delivery of vacant possession of the said premises to the Landlord and after the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any arrears of rent and all other charges payable by the Tenant hereunder and any breach, non-observance or non-performance of any of the agreements, stipulations, terms and conditions herein contained and on the part of the Tenant to be observed and performed whichever shall be the later. For the avoidance of doubt, the parties hereto declare and acknowledge that the said deposit is not paid over and held hereunder as a trust property and/or upon any trust, express or implied, that the said deposit needs not be segregated from other monies of the Landlord.

Deposit Not Rent 9.4 In no event shall the Tenant be entitled to treat payment of the said deposit as payment of the rent and other charges hereby reserved.

Transfer of Deposit 9.5 The Tenant hereby expressly agrees, consents and authorises the Landlord to transfer the said deposit paid under this Agreement to the new owner(s) or the purchaser(s) (as the case may be) of the said premises in the event of the Landlord assigning or selling the said premises to new owner(s) or purchaser(s) at any time during the continuance of this Agreement subject to and with the benefit of this Agreement, and the Landlord shall procure the new owner(s) or the purchaser(s) (as the case may be) to undertake in favour of the Tenant to refund the said deposit to the Tenant in accordance with the terms and conditions of this Agreement whereupon the Landlord's obligation to refund the said deposit herein contained shall be determined and discharged. Further but without prejudice to the generality of the aforesaid, the Tenant shall within seven (7) days upon request being made by the Landlord and at the costs and expense of the Landlord (if both parties shall retain the same solicitors), or each party shall pay its own solicitors costs and expense (if separately represented), enter into an agreement or memorandum with the Landlord and/or the new owner(s) or the purchaser(s) (as the case may be) to effectuate the purpose as aforesaid.



SECTION X
INTERPRETATION AND MISCELLANEOUS

Condonation
Not a Waiver

10.1 No condoning, excusing, giving of time or overlooking by the Landlord of any default, breach or non-observance or non-performance by the Tenant at any time or times of any of the Tenant's agreements, stipulations, terms, conditions and obligations herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future in respect of similar or other matters unless expressly so provided.

Definition of
Common Areas
and Common
Services and
Facilities

10.2 (a) The common areas referred to in this Agreement shall mean the following :-

(i) Such parts of the said building as may be designated under the Deed in respect of the said building as common areas for use in common by the co-owners for the time being of the said building; and

(ii) Such other parts of the said building as may from time to time and at any time be so designated by the Landlord and/or the manager of the said building;

(b) The common services and facilities referred to in this Agreement shall mean the following :-

(i) Such services and facilities as may be designated under the



Deed in respect of the said building as common services and facilities for the use in common by or benefit of the co-owners for the time being of the said building; and

- (ii) Such other services and facilities within the said building as may from time to time and at any time be so designated by the Landlord and/or the manager of the said building;

Provided always that the Landlord shall also have the full and unrestricted right and power from time to time and at any time without the same constituting an actual or constructive eviction of the Tenant and without incurring any liability to the Tenant therefor to designate redesignate reallocate and/or partition such part or parts of the common areas and/or the common services and facilities and (if any) the recreational areas and facilities on the said building for the use of any person or persons and at such charges (if any) as the Landlord and/or the manager of the said building may see fit and to erect install restrict and/or alter the arrangement and/or the location and/or the accessibility of the same (such as entrances passageways doors doorways corridors landings staircases lobbies lifts escalators toilets) and the Tenant shall not raise any objection thereto and shall not have any recourse or remedy in any manner whatsoever.

Name of Development	10.3 The Landlord reserves the right to name or to change or to consent to the change of the name of the said building with or to any such name or style as it may determine and at any time and from time to time to change, alter, substitute or abandon any such name or style in its absolute discretion and without compensation to the Tenant and without the same constituting an actual or constructive eviction of the Tenant and without the Landlord incurring any liability to the Tenant therefor whether for any loss, injury, damage, annoyance or inconvenience which the Tenant may suffer as a consequence of any change of name of the said building. The Landlord shall however give the Tenant, the Post Office and other relevant Government Authority(ies) reasonable notice of its intention to do as aforesaid or (as the case may be) of the aforesaid naming or change of name.
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- Introduction of Rules and Regulations 10.4 The Landlord and/or the manager of the said building shall be entitled from time to time and by notice in writing to the Tenant to make introduce and subsequently amend adopt or abolish if necessary such rules and regulations as they may consider proper or necessary for the management and maintenance of the said premises and/or the said building. In the event of conflict between such rules and regulations and the terms and conditions of this Tenancy Agreement the terms and conditions of this Agreement shall prevail.
- Service of Notices 10.5 Save as herein otherwise agreed and stipulated, any notice required to be served hereunder shall if to be served on the Tenant be sufficiently served if addressed to the Tenant and sent by prepaid post to or delivered at the said premises or the Tenant's last known place of business or registered office or residence in Hong Kong and if to be served on the Landlord shall be sufficiently served if addressed to the Landlord and sent by prepaid post to or delivered at the address given in Part I of the Schedule hereto or any other address which the Landlord may notify to the Tenant from time to time. A notice sent by prepaid post shall be deemed to be given at the time and date of posting.
- No Fine 10.6 The Tenant expressly declares and acknowledges that no fine, premium, key money, construction money or other consideration has been paid by the Tenant or the Landlord for the grant of this Agreement.
- Exclusion of Warranties 10.7 This Agreement sets out the full agreement reached between the parties and no other representations have been made or warranties given relating to the Landlord or the Tenant or the said building or the said premises and if any such representation or warranty has been made, given or implied the same is hereby waived. The Tenant hereby declares and confirms that it has duly inspected the said premises and is fully satisfied with the current state and condition of the said premises and the furnishings (if any) and finishes therein. The parties hereto agree that the said premises will be let to the Tenant by the Landlord in the state and condition as at the date of the signing of this Agreement and no warranty or representation whatsoever has



been given or is made by the Landlord or its agents regarding the said premises and in particular but without prejudice to the generality of the foregoing, no warranty or representation is made by the Landlord or its agents regarding the state and condition of the said premises or the said building or the furnishings (if any) or the installations and appliances therein or the user thereof.

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| Special
Conditions | 10.8 | The parties hereto hereby agree that they shall respectively be bound by and entitled to the benefit of the Special Conditions (if any) contained in the Second Schedule hereto as if the same form an integral part of this Agreement, and in the event of conflict between any of the Special Conditions and any of the provisions in the main body of this Agreement the former shall prevail. |
| Joint and
Several
Liability | 10.9 | Where more than one person is named as the Tenant in Part II of the First Schedule hereto all such persons shall sign this Agreement and shall be jointly and severally liable for the performance and observance of the terms, conditions and agreements contained herein and on the part of the Tenant to be performed and observed. |
| Genders and
Plurals | 10.10 | In this Agreement unless the context otherwise requires words herein importing the masculine gender shall include the feminine and neuter genders and vice versa and words herein in the singular shall include the plural and vice versa and references to persons include bodies corporate and unincorporate and the term "the Landlord" shall include its agents. |
| Marginal Notes,
Headings and
Index | 10.11 | The marginal notes, headings and index are intended for guidance only and do not form part of this Agreement nor shall any of the provisions of this Agreement be construed or interpreted by reference thereto or in any way affected or limited thereby. |
| Stamp Duty
and Costs | 10.12 | (a) This Agreement is drafted and prepared by the Landlord, and the Tenant hereby acknowledges that it has all along been fully aware of its right to take independent advice on this Agreement, its content, meanings and effect, its completion and signing and that prior to the signing hereof at least a copy of this Agreement in its |



draft form has been sent to it for comment and/or agreement that the Tenant has thoroughly understood the content of this Agreement and agrees to be bound hereby at its own free will by the act of having this Agreement signed by it in case the Tenant is not legally represented hereon.

- (b) Should the Tenant choose to be legally represented on the matter relating to this Agreement, the Tenant shall bear and pay its own legal costs and such disbursement as may be charged by its solicitors hereof and incidental hereto, unless both the Landlord and Tenant are legally represented hereon by the same solicitors where the legal costs and disbursements of and incidental to the preparation, completion and signing of this Agreement shall be borne by the parties hereto in equal shares.
- (c) Should the parties hereto be legally represented separately each party shall bear and pay its own legal costs and such disbursements as may be charged by its own solicitors hereof and incidental hereto.
- (d) Notwithstanding and without affecting and limiting the generality of the provisions of sub-clauses (a), (b) and (c) hereinabove, the stamp duty and (if any) registration fee in connection with this Agreement and its counterpart shall be borne by the parties hereto in equal shares. Unless otherwise agreed the stamping and (if applicable) registration of this Agreement and its counterpart shall be done by or through the Landlord that upon demand by the Landlord, the Tenant shall forthwith pay to the Landlord the Tenant's share of the stamp duty and registration fee aforesaid.

Each Provision Independent and Severable	10.13 Each and every part of the clause sub-clause term condition stipulation or provision in this Agreement, save and except otherwise specified, shall be construed as an independent and severable part of the clause, sub-clause term condition stipulation or provision in this Agreement. In the event that any part of the clause, sub-clause term condition stipulation or provision is found to be illegal invalid or unenforceable such part of the clause, sub-clause term condition stipulation or
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provision shall be deemed to have been severed from this Agreement and shall not affect the validity and enforceability of the other part of the clause, sub-clause, term condition stipulation or provision and the other clauses, sub-clauses terms conditions stipulations or provisions of this Agreement.

Early Termination 10.14 If the Landlord shall resolve to sell or redevelop or demolish or re-
on build or refurbish or renovate the said premises or the said building or
Redevelopment any part(s) thereof (which intention shall be sufficiently evidenced by
Etc. a copy of the Resolution of its Board of Directors and, in case of the
sale as aforesaid, of the sale and purchase agreement certified by its
Secretary or one of its Directors or a solicitor to be true and correct
copy) then in any of such events the Landlord shall be entitled to give
not less than three (3) months' notice in writing to be given and to
expire on any day of any calendar month to terminate this Agreement,
and immediately upon the expiration of such notice this Agreement
shall notwithstanding any provisions to the contrary in this Agreement
be terminated and the Tenant's right to occupy and remain in the said
premises shall cease notwithstanding any rule of law or equity or any
prior agreement(s) and the Tenant shall forthwith deliver up vacant
possession of the said premises to the Landlord without any claim,
costs or compensation whatsoever but without prejudice to the rights
and remedies of either party against the other in respect of any
antecedent claim or breach of any of the covenants restrictions
stipulations or conditions herein contained. "Redevelopment" and/or
"demolition" for the purposes of this Clause shall mean the
redevelopment and/or demolition of the said building wholly or a
substantial part(s) (but not necessarily a major part) thereof whether or
not including any main walls exterior walls or roof of the said
premises and whether or not any part thereof is to be re-built or
redeveloped or reconstructed in the same or any other manner, and
"refurbishment" and/or "renovation" for the purposes of this Clause
may or may not include redevelopment or demolition or rebuilding of
the said building or any part thereof.

Time 10.15 The parties hereto agree that time shall in all respect be of the essence
of this Agreement.



Governing Law 10.16 This Agreement shall be governed by and construed in accordance with the laws of the HKSAR and the parties hereto shall submit to the non-exclusive jurisdiction of the courts of the HKSAR.

Rights of Third Party 10.17 (a) Save as provided in sub-clause (b) below, the Landlord and the Tenant do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "Rights of Third Parties Ordinance").

(b) Subject to the provisions contained in this Clause, each of the following third parties (each being a "Designated Third Party") shall have the benefit of and may enforce this Agreement pursuant to the Rights of Third Parties Ordinance:-

(i) the manager of the said building; and

(ii) the Landlord's successor(s) in title and assign(s)

(c) This Agreement may be varied from time to time or (where such right of rescission exists) rescinded without the consent of any Designated Third Party or any other person who is not a party to this Agreement and section 6(1) of the Rights of Third Parties Ordinance shall not apply to this Agreement.

SECTION XI

SUBMISSION AND APPROVAL OF PLANS

Submission of Tenant's Plans 11.1 Prior to the commencement of decoration or fitting out works to the said premises the Tenant shall at its own cost prepare and submit to the Landlord suitable drawings, plans and specifications of the works to be carried out by the Tenant together with schematic sketches showing intent as to the Tenant's design and layout proposals and together with the programme of working showing their duration and work progress (hereinafter collectively called "the Tenant's Plans") to enable the said premises to be fitted out and completed for the purposes specified in this Tenancy Agreement and in all respects in a style and manner appropriate to first class buildings. The Tenant's



Plans shall, without limitation :-

- (a) Include detailed drawings, plans and specifications for all interior layout, decorations, fittings, installation, partitionings and floor coverings;
- (b) Include detailed drawings, plans and specifications of all electrical installations which shall be connected to the electrical systems installed by the Landlord;
- (c) Include details of any proposed amendments, additions or alterations to any electrical mechanical or other building services;
- (d) Comply with all relevant Ordinances, regulations and bye-laws from time to time issued by the Government of the HKSAR.

Alteration to Building Services 11.2 In order to enable the building services of the said building to be effectively co-ordinated and controlled the Tenant agrees that all approved alterations to the building services (including drainage, air-conditioning, plumbing, security and fire services) in or for the said premises shall be carried out at the Tenant's expense only by the contractor approved by the Landlord. For the avoidance of doubt, the Tenant shall at his own cost and expenses be responsible for the application and installation of all electricity meters, water meters and telephone and other communication appliances and installations for the said premises. The Tenant shall at the expiration or sooner determination of this Tenancy if so required by the Landlord at the Tenant's own expense reinstate the whole or any part of the said premises in accordance with the Landlord's requirements.

Approval of Plans 11.3 (a) The Landlord will consider the Tenant's Plans and may in its absolute discretion accept or reject the Tenant's Plans or any part of them as it thinks fit within 14 days after submission of the same by the Tenant.

(b) The Tenant shall pay to the Landlord on demand all mechanical, engineering and structural engineering consultant's fees incurred



by the Landlord in connection with the consideration and approval of the Tenant's Plans or any modifications or amendments thereof.

IN WITNESS whereof this Tenancy Agreement has been duly signed by the parties hereto the day and year first above written.



THE FIRST SCHEDULE

PART I THE LANDLORD

MARKET CENTURY GLOBAL LIMITED, whose registered office is situated at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong.

PART II THE TENANT

LORD RESTAURANT LIMITED, whose registered office is situated at Flat 1409, 14th Floor, Hong Kong Plaza, 186-191 Connaught Road West, Hong Kong.

PART III THE SAID PREMISES

All That the Whole of the 6th Floor of THE WORLD TRADE CENTRE erected on The Remaining Portion of Section G and the Extension Thereto of Marine Lot No.52 and the Extension Thereto (herein referred to as “the said building”) as for the purposes of identification only shown on the Floor Plan annexed hereto and thereon coloured Pink.

PART IV TERM OF TENANCY

For the term of Three (3) years commencing on the 1st day of December, 2025 and expiring on the 30th day of November, 2028 (both days inclusive).



PART V
PARTICULARS OF RENT

1. The monthly rental (exclusive of service and management charges, promotion levy and rates, which are payable by the Tenant) for the said term shall comprise :-

(A) The Basic Rental which shall be HONG KONG DOLLARS FOUR HUNDRED AND SIXTY THOUSAND FIVE HUNDRED (HK\$460,500.00) ONLY (hereinafter referred to as "the Basic Rental")

AND

(B) (If any) The Additional Turnover Rental being an amount by which 8% of the Gross Receipt(s) (as hereinafter defined) of the Tenant's business at the said premises during and for the rental payable month (without any deduction) exceeds the Basic Rental (hereinafter referred to as "the Additional Turnover Rental")

and notwithstanding anything contained in this Agreement the rental for the said term payable hereunder shall be paid by the Tenant to the Landlord in the following manner.

2. The rental payable as the Basic Rental of any month will be paid in advance by the Tenant on the 1st day of each and every calendar month.
3. In the event that the Additional Turnover Rental of any month becomes payable to the Landlord, the Tenant shall pay in arrear but no later than the 15th day of the following month to the Landlord the full amount of the Additional Turnover Rental.
4. The payment of the Additional Turnover Rental in accordance with the provisions above shall be accompanied by separate advice (in the form of a written statement) as to the precise amount of Gross Receipts of the Tenant's business at the said premises during the preceding month, such advice being duly certified by the Tenant's chief accountant(s) to be true and correct and shall be delivered to the Landlord within fifteen (15) days after the end of each month whether or not there being any Additional Turnover Rental payable.
5. Upon receipt by the Landlord of the said written statement hereinbefore referred to the Landlord shall calculate the Additional Turnover Rental (if any) in accordance with the foregoing provisions and shall serve upon the Tenant a written demand for the Additional



Turnover Rental (if any) for the calendar month in question and the same shall forthwith be paid clear of all deductions by the Tenant to the Landlord and in any event not later than the 15th day of the following month. For the avoidance of doubt, in the event that no Additional Turnover Rental is payable for any calendar month the deficit shall not be carried forward to the next calendar month for determining the Additional Turnover Rental for the next calendar month.

6. At the close of each Accounting Period (as hereinafter defined) the Tenant will at its own costs and expenses cause its entire records for the preceding Accounting Period to be audited by the auditors appointed from time to time by the Tenant and approved by the Landlord and procure the auditors to issue a certificate as to the Gross Receipts for each calendar month of the Accounting Period in question and such certificate shall forthwith be delivered to the Landlord and in no event later than three (3) months after the close of the Accounting Period in question.
7. Within 30 days after the delivery of the said certificate of the auditors showing the Gross Receipts for each calendar month of the Accounting Period in question, the Tenant will pay to the Landlord or the Landlord will repay to the Tenant the amount (if any) by which the rental as calculated by reference to the aforesaid provisions and the auditors' certificate aforesaid exceeds or falls short of the rental already paid during the Accounting Period in question (as the case may be).
8. Notwithstanding anything herein contained and for the avoidance of doubt, the Tenant agrees and covenants that it shall still be under obligation to observe, perform and comply with the provisions of this Part V notwithstanding that at the time of any such provisions to be observed, performed and complied with by the Tenant and/or to be enforced by the Landlord this Agreement may have expired by effluxion of time or been earlier terminated pursuant to the provisions of this Agreement.
9. The Landlord may at any time at its own expense appoint auditors or agents to check the Gross Receipts of the Tenant's business. Further the Tenant shall install at its own expense electronic cash registers. The Tenant shall at all times permit such operation and open its books and records to the Landlord, its duly authorised agents or any such auditors or authorized agents.
10. The Tenant shall also throughout the said term keep or cause to be kept complete, accurate and true records of the Gross Receipts in each calendar month. If at any time the Tenant



fails to make complete and accurate reports of the Gross Receipts, the Tenant acknowledges that the Landlord shall then be at liberty to make an interim assessment of the Additional Turnover Rental (if any) and such interim assessment shall be deemed correct for all purposes and payment of the Additional Turnover Rental will be made thereon until complete and accurate reports of the Gross Receipts have been rendered. The Landlord may make such interim assessment on such basis as the Landlord may in its absolute discretion determine.

11. The expression "Gross Receipts" shall for the purpose of this Part V mean the gross amount of all sums billed or received in the course of the Tenant's business conducted at the said premises including but not limited to the sums billed or received for any sundry items and/or food and/or drinks sold at the said premises and/or all goods and services of whatsoever kind and description provided within or through or out of the said premises and all other income of whatsoever kind and description deriving from or in respect of the said premises including sales of souvenirs and all sums received by way of service charges Provided That :-

- (a) every sale on credit terms or on an instalment basis shall be deemed to be a sale for the full cash price at the date when the same is made irrespective of the time or times at which the Tenant receives payment;
- (b) every deposit by a customer shall be included in the Gross Receipts at the time of receipt and shall only be deducted if and when repaid;
- (c) in calculating the amount of the Gross Receipts no deduction shall be made for bad or doubtful debts or (in the case of transactions paid by credit card) discounts or commissions payable by the Tenant to the provider of the credit;
- (d) purchase tax and any similar sales or excise tax (if any) imposed directly on the Tenant in respect of the supply of goods or services shall be included in the Gross Receipts but only to the extent that such tax is actually paid or accounted for by the Tenant to the taxing authority; and
- (e) the value of the goods collected and the service redeemed or utilized in the said premises as purchased or ordered online or via internet or other non-traditional means shall be included in Gross Receipts, and in such connection the Tenant shall, together with the submission of the monthly statement as aforesaid, submit to the



Landlord full and detailed record of the abovesaid collection and/or redemption.

12. The expression "Accounting Period" shall for the purpose of this Part V mean the period from 1st January to 31st December (both days inclusive) in each year save that the first Accounting Period shall be the period from the date upon which rent commences to be payable to 31st December in the same year (both days inclusive) and the last Accounting Period shall be the period from 1st January in the last year of the said term to the date of expiration or earlier determination of the said term (both days inclusive).

PART VI
SERVICE AND MANAGEMENT CHARGES

The monthly service and management charges (inclusive of provision of standard hours air-conditioning supply) at the commencement of the said term shall be HK\$162,395.00, which shall be subject to revision during the said term.

PART VII
PROMOTION LEVY

HK\$25,540.00 per month, subject to revision in accordance with the provision of this Agreement during the said term.

PART VIII
THE SAID DEPOSIT

RENTAL DEPOSIT	HK\$1,381,500.00
SERVICE AND MANAGEMENT CHARGES DEPOSIT	<u>HK\$ 487,185.00</u>
(Being 3 months' Basic Rental and air-conditioning and management charges)	<u>HK\$1,868,685.00</u>



PART IX
BUSINESS HOURS

The business hours of the shopping arcade of which the said premises form part shall be from 10:00 a.m. to 11:00 p.m. daily. The Landlord reserves the right to alter or amend the said business hours from time to time to such extent as the Landlord shall in its discretion deem appropriate or necessary. The Tenant shall only be entitled to change the said normal business hours upon obtaining the prior written consent of the Landlord, such consent not to be unreasonably withheld.

PART X
USER

Restricted to use for operating of Western Restaurant under the trade name of "Mr. Steak Buffet a la minute" and for no other purpose whatsoever provided that the Tenant shall obtain all necessary licences and approvals required by any Government authority in connection with such use and the Landlord does not warrant that the said premises are fit to be used for such purpose or any particular purpose.



THE SECOND SCHEDULE

SPECIAL CONDITIONS

1. The Special Conditions and the provisions contained in, if any, the Confirmation of Tenancy preceding hereto relating to the Standard Requirements (and Provisions and Conditions) as contained or referred to in the said Confirmation of Tenancy shall, in so far as the same is/are still applicable, take effect and bind the parties hereto as if the said Special Conditions and provisions were repeated herein forming an integral part of this Agreement.
2. The Tenant acknowledges that no toilet facilities in the said premises will be provided by the Landlord to the Tenant.
3. The Tenant shall take the said premises on an "as is" basis and shall, without prejudice to the provisions contained in this Agreement regarding handover of the said premises by the Tenant upon expiry or earlier termination of this tenancy, reinstate the said premises to a "bare shell" state and condition at its own costs and to the satisfaction of the Landlord or its agent and deliver to the Landlord vacant possession of the said premises reinstated as aforesaid upon the expiration or sooner determination of this tenancy.
4. Notwithstanding anything herein contained to the contrary, if the Landlord is desirous of renovating the shopping arcade of which the said premises form part or any part thereof, the Landlord shall be entitled to close and/or hoard up such part or parts of the common area, landings, passages, corridors and access of the said building as the Landlord shall consider necessary, and to require the Tenant to cease business for such period as the Landlord shall require without the same constituting any actual or constructive eviction of the Tenant. In such event, the Tenant shall have no claim or compensation whatsoever against the Landlord nor shall there be any abatement of rent on account thereof.
5. If the Tenant wants to adopt an Open Design in respect of the said premises, this Special Conditions shall be applicable. For the purpose of this Agreement, "Open Design" means all shopfront windows of the said premises facing the common arcade corridor shall not be blocked by any brick wall(s) or fixtures or non-transparent materials. Any showcase(s) or display counter(s) along the said shopfront shall not, in any event, exceed the height of 1 meter. For the avoidance of doubt, any violation hereof including but not limited to the posting up of the distasteful "sale" flyers or leaflets are strictly prohibited. The Landlord or



its agent reserve the right to make its best endeavours to block up or remove such offending items (without prejudice to the Landlord's other rights) if the Tenant refuses to remove the same upon warning.

6. The Tenant shall keep lit the shopfront windows of the said premises during 10:00 a.m. to 11:00 p.m. daily throughout the said term regardless of or whether the said premises are open to the public for business or not.
7. For shopfront or window area facing and/or abutting the street, the entrance lobby and pedestrian walkways: -
 - (a) lighting hours shall be the same as any or all public transport service hours servicing the said Lot or its vicinity; and
 - (b) with the exception of fire shutters as required by Fire Services Department, solid shutter and solid decoration will not be allowed unless otherwise permitted by the Landlord.
8. The Tenant shall those qualified contractors approved by the Landlord or its agent for fire services and air-conditioning work.
9. The Tenant shall pay reasonable expenses incurred by the Landlord incidental to the preparation and service of a notice under Section 58 of the Conveyancing and Property Ordinance (Cap.219) notwithstanding forfeiture is avoided otherwise than by relief granted by the court.
10. Due to site restriction and building services design, some building services ductworks and/or pipeworks may be running inside the said premises, although such pipeworks/ductworks are not exclusively used for the said premises. The Landlord reserves the right of entry upon the said premises for future maintenance of these services ductworks or pipeworks.
11. Sprinkler heads are provided by the Landlord on "as-is" condition to the Tenant. The Tenant shall employ the Landlord's nominated contractor to do any modification, alteration and addition of works.
12. Space for external, internal and directory signages shall be designated to the Tenant on separate monthly licence basis on such terms to be mutually agreed. The design, location and size of the said signages shall be subject to space availability, the Landlord's and



relevant Government Authorities' prior approval.

13. The Tenant is solely responsible for obtaining relevant licence(s) complying with the licensing requirement(s) of the relevant Government Authorities at its sole cost. The Landlord is under no obligation to make any alterations and/or to satisfy the licensing requirement(s).
14. The Landlord does not give any guarantee and warranty that the said premises is suitable for the Tenant's use and purpose and is under no obligation to make any application and/or any alterations to satisfy the relevant statutory requirement(s), if any.
15. The Landlord and its agent have made no warranty, representation or guarantee that the said premises are fit for the purpose for which the Tenant has agreed to take the said premises ("the User") or any particular user. The Tenant shall use its own endeavour and at its own cost satisfy itself that the said premises are fit for the User and apply for all relevant and necessary permissions, consents, approvals or licences from all relevant Government department(s) / authority (ies) and such other competent, authority (ies) for the User and the business to be carried on at the said premises by the Tenant, and comply with and satisfy all such requirements and continuous requirements imposed upon and in connection with the granting and renewal of the aforesaid permissions, consents, approvals or licences ("the Requirements"). The Landlord shall be under no obligation whatsoever to make any addition / alteration to and in the said premises and / or to and in and upon any other part (s) of the said building to satisfy the Requirements, and the Tenant shall have no claim whatsoever against the Landlord and /or its agent for, if any, the refusal or objection to the granting or renewal of the aforesaid permissions, consents, approvals or licences AND / OR the inability on the part of the Tenant or otherwise to satisfy and comply with the Requirements.
16. An electricity supply to be advised by the Landlord in its meter room shall be provided for the said premises at the Tenant's costs. Wiring (cable connection and associated work) from the said meter room to the said premises is not provided. The Tenant shall obtain consent from the Landlord or its agent in advance for the addition, modification and alteration of electrical works, which shall be done in compliance with the statutory requirements.
17. Notwithstanding anything herein contained, it is agreed that the construction, installation, location and construction program of other shops and public facilities including but not



limited to escalators, lifts and toilets on each floor and in the said building are subject to amendment(s), modification(s) and changes as a result of (as the case may be) the Landlord's alteration(s) and/or amendment(s) of the said building plans and/or the consent (or qualifications thereof) from all relevant government authorities that the real situation of the abovesaid aspects or features may differ from those as shown and indicated on the plan(s) attached hereto and/or as specified herein, in which event the Tenant shall have no complaint and claim whatsoever against the Landlord and/or its agent thereof.

18. The Tenant shall at its own cost apply for water, town gas and electricity supply and telephone connection.
19. Waterproofing within the kitchen area of the said premises shall be carried out by the Tenant to the Landlord's satisfaction. The Tenant undertakes to indemnify the Landlord against any claim arising from any leakage from the said premises.
20. The Tenant shall erect grease trap (if required) at its own cost and be responsible for the cleaning, repair and maintenance of the same at its own costs throughout the said term.
21. The Tenant shall at its own cost carry out the installation of plumbing and drainage system. The location and routing of such shall be subject to Landlord's or its agent's prior approval.
22. Space for installation of, if any, exhaust and fresh air-intake facilities shall be provided by the Landlord on "as-is" condition to the Tenant. The Tenant shall at its own cost carry out the installation and any alteration exhaust and fresh air-intake facilities. The location and routing of such shall be subject to the Landlord's or its agents' approval.
23. Restaurant licensing requirements will be the Tenant's responsibility. The Landlord is under no obligation to make any addition/alteration to satisfy such requirements.
24. Notwithstanding anything said herein, it is a condition precedent of the letting hereunder that the Tenant shall throughout the said term consistently perform and maintain high standard and quality in respect of customer service, quality of the food and drink sold and served at the said premises, hygiene and ambience to the satisfaction of the Landlord. In such connection:-
 - (i) The menu and list of drink of the Tenant's business at the said premises shall first be approved by the Landlord;



- (ii) No amendment or variation of the said approved menu and list of drink is allowed unless prior approval has first been obtained in writing from the Landlord;
 - (iii) The Landlord shall be entitled to send for its representative(s) to, from time to time and in such intervals as the Landlord shall in its sole discretion deem fit, assess and evaluate and review the aforesaid standard and quality. If the standard and quality of the abovesaid aspects (or any of them) is/are not acceptable to the Landlord, warning in writing shall be issued by the Landlord to the Tenant and the Tenant shall within fourteen (14) days of the date of such warning work out and submit to the Landlord a detailed improvement plan for the Landlord's approval, subject however to the Landlord's right of re-assessment and re-evaluation after the implementation of the said approved improvement plan, and the Tenant shall use its best endeavour to implement the said approved improvement plan and to comply with and carry out, if any, such comment(s) and/or suggestion (s) and/or requirement(s) given or imposed by the Landlord in approving the said improvement plan and in the course of the implementation of the approved improvement plan; and
25. The parties hereto acknowledge and confirm that this Agreement is made and entered into in renewal of the letting of the said premises created under the Tenancy Agreement dated 19th September 2023 made between the Landlord as the landlord and the Tenant as the tenant (hereinafter called "the Previous Agreement"). Upon signing of the Previous Agreement the Tenant paid to the Landlord a sum of HK\$2,431,185.00 as deposit (hereinafter called "the Previous Deposit"). In the light of such said renewal, it is agreed as follows :-
- (a) A sum of HK\$1,868,685.00 of the Previous Deposit shall upon or (as the case may be) before signing hereof be transferred and applied towards payment of the deposit payable by the Tenant hereunder and the balance of the Previous Deposit in the sum of HK\$562,500.00 shall, subject to the right of the Landlord to make such deduction(s) thereout as more particularly provided in the Previous Agreement, be retained by the Landlord for the time being to be applied later to set off the rental and other charges payable by the Tenant hereunder whereupon the Landlord shall cease to be in any liability or obligation whatsoever to refund to the Tenant the Previous Deposit or any part thereof as if the same had been fully and duly refunded by the Landlord to the Tenant pursuant to the relevant provision(s) of the Previous



Agreement.

- (b) In the light of the aforesaid renewal of tenancy, the Landlord shall be deemed to have given vacant possession of the said premises to the Tenant hereunder immediately upon the commencement of the said term, and on an "as is" basis.
26. Notwithstanding anything herein contained to the contrary, provided that the Landlord shall at its own cost provide all necessary technical support to ensure compatibility and smooth application of the point-of sales system. The Tenant shall join the Landlord's "The Point" mall loyalty program ("the Program") upon commencement of the said term by installation at the said premises of the system of the Program (including wired or wireless connection with and access to the said system and all the associated electronic devices and accessories) in accordance with the Landlord's requirements and specifications for the purpose of facilitating members of the Program to (i) earn points ("the Point Dollars") at the said premises at the time of purchase and/or (ii) use or redeem the Point Dollars to settle payment for goods and/or services purchased or ordered at the said premises and/or any benefits offered at the commercial accommodation of the said building. The costs associated with this system shall be reasonable and agreed by the Tenant in advance. For the avoidance of doubt, the said system or the said associated devices and accessories shall be in full operation and made available for use by the Tenant's customers who are members of the Program during the opening hours of the commercial accommodation of the said building provided that the Landlord shall at its own cost provide all necessary technical support to ensure compatibility and smooth application of the point-of sales system. The Tenant undertakes to hang, stick or display related promotional material of the Program within the said premises throughout the said term.



THE THIRD SCHEDULE

EXCEPTIONS AND RESERVATIONS

1. The right of free and uninterrupted passage egress from and ingress to the common services of the said building as are in or under above or through the said premises to install, affix, erect or permit to be installed, affixed or erected any aerial(s), transmitter(s) or other telecommunication cable(s) wiring(s) or equipment above the false ceiling or otherwise over or under the said premises and the Tenant shall permit the Landlord and/or the manager of the said building and their authorized agent(s) or contractor(s) (with or without tools and materials and workmen) to enter the said premises to install affix erect maintain repair replace or renew such aerial(s) transmitter(s) cable(s) wiring(s) or equipment at all reasonable times but upon prior appointment and shall not remove, alter, tamper or otherwise cause damage to such aerial(s) transmitter(s) cable(s) wiring(s) or equipment at the said premises and shall indemnify the Landlord against all such claims demands actions proceedings loss or damages costs expenses arising from the breach of aforesaid provision by the Tenant.
2. The right to erect or permit or suffer there to be erected any building structure or thing on any other part of the said building or the land and/or building(s) adjoining or neighbouring the said building notwithstanding that such building may diminish interfere with obstruct or affect the amenity of the said premises the access of light or air to the said premises or any easement, privilege or right whatsoever enjoyed by the said premises.
3. (a) The right to remove, cancel, relocate or otherwise change or carry out any alteration or addition or other works to the common areas (including but not limited to entrances, passages, corridors and staircases) and common facilities (including but not limited to lifts, escalators and toilets) of the said building and such other part or parts of the said building (other than the said premises) from time to time and in such manner as the Landlord may in its absolute discretion deem fit without the same constituting an actual or constructive eviction of the Tenant and without incurring any liability whatsoever to the Tenant therefor. In particular, the Landlord hereby expressly reserves the right at any time and at its sole discretion to renovate or refurbish the commercial/retail accommodation of the said building and to change, alter, amend, vary, add to and relocate the layout of the commercial/retail accommodation including but not limited to the external walls, entrance lobbies, staircases, landings,



passages, corridors, toilets, lifts and escalators and to carry out works to effect such renovation, refurbishment, change, alteration, amendment, variation, addition and re-location Provided that the size of the said premises shall not be affected or reduced in any way And Provided further that the Tenant shall not be entitled to object to the renovation, refurbishment, change, alteration, amendment, variation, addition, re-location or any works thereof and shall have no right of action or claim for compensation whatsoever in connection with any matters arising from this Clause.

- (b) The right, subject to the Deed, to provide and install a public address system throughout the common areas and to play relay or broadcast or permit any other person to play relay or broadcast recorded music or public announcement therein.
- 4. The right of free and uninterrupted passage running and transmission of water, soil, gas, electricity and of all other services or supplies through such conduits, sprinklers, wires, cables, watercourses, sewers, flues, gutters and other associated apparatus and similar items, ductworks, pipeworks and hose reel ("the conduits") now or may after the date of this Agreement be in the said premises and serving or capable of serving other parts of the said building or the land and/or building(s) adjoining or neighbouring the said building together with the right to enter upon the said premises at reasonable times and upon prior appointment to inspect repair maintain replace renew alter improve or remove any such conduits or to lay any new conduits in the said premises, such works to be carried out with all due care and expedition causing as little damage or disturbance as possible and making good all damages caused thereby to the said premises.
- 5. The right of shelter protection and support from the said premises for any other part of the said building.
- 6. All easements, quasi-easements, privileges and rights whatsoever now enjoyed by other parts of the said building in, under, over or in respect of the said premises as if such parts of the said building and the said premises had at all times heretofore been in separate ownership and occupation and such matters had been acquired by prescription or formal grant.

