THIS AGREEMENT is made on _____

BETWEEN:

(1) **HONG KONG-SHENZHEN INNOVATION AND TECHNOLOGY PARK LIMITED (港深創新及科技園有限公司) (Business Registration No. 68290293)**, a limited company incorporated under the laws of the Hong Kong Special Administrative Region whose registered office is situate at Unit 710, 7/F, Lakeside 1, 8 Science Park West Avenue, Hong Kong Science Park, Hong Kong ("**Landlord**"); and

(2) **[NAME] (Business Registration No. [●])**, a limited company incorporated under the laws of [the Hong Kong Special Administrative Region] whose [registered office OR principal place of business in Hong Kong] is situate at [●], Hong Kong ("**Tenant**").

NOW IT IS AGREED as follows:

TERM, RENT AND PREMISES

Premises	Shop[s] [●] of the [●] Floor of Building [●], Hong Kong-Shenzhen Innovation and Technology Park, Lok Ma Chau Loop, New Territories, Hong Kong as shown for identification purposes only coloured pink and marked "Pink" on the plan annexed hereto. The Tenant hereby agrees and acknowledges that the Landlord shall have the right to amend or vary the approved building plans of the Premises and the Building and to alter and modify the layout of the Premises and the Building at its absolute discretion at any time prior to the Commencement Date, and the Tenant shall raise no objection thereto. If there is a variation in the areas of the Premises due to such amendment or variation of the approved building plans or alteration or modification of the layout of the Premises or any other factors, the Tenant shall not be entitled to rescind this Agreement or to claim for any rent-free period, rent reduction or any other compensation or damages whatsoever, and the Rent, the Service Charges, the Deposit and all other charges calculated based on the area of the Premises and payable by the Tenant shall be adjusted accordingly (such adjustment as determined and notified by the Landlord shall be final, conclusive and binding on the Tenant).
Term	[●] years commencing on [●] ("**Commencement Date**")
Rent	The Rent for the Term payable by the Tenant shall consist of the Monthly Basic Rent (payable in advance on the 1st day of each and every calendar month exclusive of Service Charges, Government Rent, Government Rates and other outgoings) and the Monthly Additional Rent (if any). The Monthly Basic Rent and the Monthly Additional Rent (if any) shall be as set out and (if applicable) determined in accordance with Schedule 8 of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following meanings apply unless otherwise defined herein or the context requires otherwise:

"**Building**" means the building described as such in Schedule 1;

"**Business Hours**" means the business hours referred to in Schedule 1;

"**Common Parts**" means all areas, facilities, plant, machinery, equipment and Service Media within the Building and/or the Development (save and except such Service Media within and serving exclusively the Premises) from time to time designated by the Landlord for the common use of any of the occupiers of the Building and/or the Development and those authorised by them including, without limitation, the access roads, pedestrian ways, common entrances, staircases, lifts, escalators, roads, forecourts, loading bays, parking areas and landscaped areas, if any;

"**Deposit**" means the sum specified as such and payable in such manner as set out in Schedule 7;

"**Development**" or "**Park**" means the development constructed or to be constructed at The Loop Lot No. 1 and known as "Hong Kong-Shenzhen Innovation and Technology Park" (or such name as it may be designated under statute(s) or by applicable authorities from time to time) and the buildings, structures and erections from time to time thereat;

"**Fitting Out Guidelines**" means the fitting out guidelines for the Building and/or the Development issued from time to time by the Landlord or the Manager;

"**Government**" means the government of Hong Kong;

"**Government Rates**" means the Government rates referred to in Clause 3.1(c)(i) of this Agreement;

"**Government Rent**" means the Government rent referred to in Clause 3.1(c)(i) of this Agreement;

"**Guarantor**" includes any person referred to under Schedule 9 (if applicable);

"**Handbooks and Manuals**" means:

(a) the Safety, Health and Environment (SHE) Handbook;

(b) the Tenant's Handbook; and

(c) any other handbooks and manuals as provided by the Landlord from time to time.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Insurance Amount**" means the amount specified as such in Schedule 1;

"**Landlord's Provisions**" means the Landlord's provisions for the Premises as set out in Part 1 of Schedule 4;

"**Manager**" means the person, firm or company appointed from time to time by the Landlord to manage the Development;

"**Permitted Use**" means the use specified in Schedule 1;

"**Premises**" means each and every part of the premises described and specified on Page 1 of this Agreement including:

(a) all additions and improvements to the Premises;

(b) all fixtures in the Premises whether or not originally fixed to them except any fixture installed by the Tenant for the purposes of its business that can be removed from the Premises without damaging or defacing the Premises;

(c) the finishes applied to the interior of the external walls and to any structural columns but not any other part of the external walls or structural columns;

(d) the floor finishes but nothing below them;

(e) the ceiling finishes but nothing above them;

(f) any non-load-bearing internal walls and columns wholly inside the Premises;

(g) the inner half of the internal non-load-bearing walls dividing the Premises from other parts of the Building;

(h) the doors, windows, door frames and window frames (but not the curtain wall, and if the windows are double glazed then only the inside glass);

(i) the Service Media in the Building (whether within the Premises) that solely serve the Premises;

(j) those of the Landlord's Provisions that are within the Premises; and

(k) (if applicable) those of the Landlord's Fixtures and Fittings set out in Part 2 of Schedule 4.

"**Prescribed Rate**" means three per centum per annum above the Hong Kong Dollar best lending rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited;

"**Reinstatement Deposit**" means the reinstatement deposit referred to in Schedule 6;

"**Rent**" means the rent detailed on Page 1 of this Agreement and (if applicable) subject to review in accordance with the terms and conditions in Schedule 5;

"**Safety, Health and Environment (SHE) Handbook**" means those rules and regulations in relation to the safety, health and environmental condition of the Premises, the Building and/or the Development issued from time to time by the Landlord or the Manager;

"**Service Charges**" means the service charges detailed in Schedule 2 subject to review in accordance with Clause 3.20 (*Review of Service Charges*);

"**Service Hours**" means the service hours specified in Schedule 3 subject to review and adjustment by the Landlord and/or the Manager from time to time;

"**Service Media**" means the sewers, drains, gutters, pipes, ducts, wires, air-conditioning ductings, chilled water pipes, chimneys, fibre optic backbone and other conducting, telecommunications and IT media from time to time in the Building and/or the Development including any fixings, louvres, cowls and other covers and ancillary apparatus;

"**Services**" means:

(a) Maintaining, cleaning, operating, lighting, repairing, replacing, renewing, repainting, redecorating or otherwise treating the Building, the Common Parts and common facilities of the Building and the Service Media, as the Landlord and/or the Manager shall consider appropriate (except where any tenant or occupier of the Building is responsible for the same) during the Service Hours and cooling the Building during the normal service hours of the Building (subject to the Tenant's obligation to pay any air-conditioning charges chargeable by the Landlord and any electricity fees in accordance with the provisions of this Agreement).

(b) Maintaining, cleaning, operating, lighting, repairing, replacing, renewing decorating, landscaping and furnishing the Development, the Common Parts, common facilities, Service Media and other parts of the Development, as the Landlord and/or the Manager shall consider appropriate (except where any tenant or occupier of the Development is responsible for the same) and providing security, water, sewerage, refuse collection and other services to the Development.

(c) Cleaning, maintaining, repairing, lighting and operating the roads within the Development (which form part of the Common Parts) and providing and maintaining street furniture and road signs.

(d) Providing staff and administration, and providing replacing and renewing machinery and equipment in each case required to provide the Services.

(e) Effecting insurance coverage in respect of the Building and such parts of the Development as the Landlord and/or the Manager shall deem appropriate in such amounts and against such risks as the Landlord and/or the Manager deem appropriate from time to time.

(f) Providing any other services or facilities which the Landlord and/or the Manager shall reasonably think appropriate for the benefit of the Building and the Development and their facilities and amenities or the tenants and occupiers of the Development or visitors to it.

"**Tenant's Handbook**" means those rules and regulations for the occupation or use of the Building and/or the Development issued from time to time by the Landlord or the Manager; and

"**Tender**" means the tender dated [●] (including such other forms, documents, plans and information considered as part of such tender) in writing submitted by the Tenant to the Landlord for leasing of the Premises and any variations thereto agreed to in writing by the Landlord and Tenant from time to time;

"**Term**" means the term detailed on Page(s) 1 and/or 2 of this Agreement and any period of holding over thereafter;

"**Utilities**" means the transmission of sewage, water, electricity, gas, telecommunications and information; and

"**Working Day**" means any day (other than a Saturday, Sunday, public holiday or any day on which typhoon signal No. 8 or above or black rainstorm warning signal is hoisted or announcement on extreme conditions is issued in Hong Kong at any time from 9:00 a.m. to 5:30 p.m.) on which banks in Hong Kong generally are open for business.

1.2 In this Agreement the following shall apply unless the context requires otherwise:

(a) The expression the "**Landlord**" includes the person for the time being entitled to the immediate possession of the Premises on expiry of the Term;

(b) The expression the "**Tenant**" shall not include the executors or the administrators of any such party or where such party is a corporation its successors in title or any liquidators thereof;

(c) Where the Tenant or the Guarantor (if applicable) comprises more than one individual all covenants undertakings and agreements made by the Tenant or the Guarantor (if applicable) herein shall be deemed to be made jointly and severally by all the persons comprising the Tenant or the Guarantor (if applicable);

(d) Words importing the masculine feminine or neuter gender shall include the others of them, and words importing persons include an individual, firm, corporation, body corporate, partnership, joint venture, association, trust or

unincorporated organization or any trustee, executor, administrator or other legal representative thereof;

(e) Words importing the singular number shall include the plural and vice versa;

(f) The index and headings are for reference only and shall be ignored in construing this Agreement;

(g) References to Clauses and Schedules are references to the clauses of and the schedules to this Agreement;

(h) References to **"losses"** include all liabilities incurred by the Landlord, all damage or loss suffered by it, all claims, demands, actions and proceedings made or brought against it and all costs and disbursements incurred by it;

(i) Any consent, approval or authorisation to be given by the Landlord must be in writing and signed by or on its behalf if it is to be effective under this Agreement. Nothing in this Agreement is to be construed as imposing any obligation on the Landlord not to refuse any consent, permission, approval or authorisation unreasonably save where expressed in this Agreement. Any Landlord's consent, approval or authorisation given hereunder shall not constitute any representation that all laws and regulations and other requirements have been complied with;

(j) References to the expiry of the Term and to the last year of the Term are to the end of the Term and the last year of the Term respectively whether the Term comes to an end by effluxion of time or in any other way;

(k) Any agreement by the Tenant not to do any act or thing includes an obligation not to allow or suffer that act or thing to be done by another person;

(l) Any agreement by the Tenant to do any act or thing includes an obligation to procure that act or thing to be done by another person;

(m) Any reference to **"laws and/or regulations"** includes (i) any laws, statutes, ordinances, subsidiary or subordinate legislation, rules, regulations and orders made by any governmental, statutory, public or competent authority in Hong Kong; (ii) any rules or civil and common law and equity; and (iii) any rules and licensing requirements of the Government or other competent authority, as the same are from time to time modified or amended;

(n) For the purpose of this Agreement, any act, default, neglect or omission of any contractor, servant, agent, licensee, employee or visitor of the Tenant shall be deemed to be the act, default, neglect or omission of the Tenant;

(o) References to "**this Agreement**" means this Agreement, including the Schedules hereto, as it may from time to time be supplemented or amended; and

(p) References to "**days**" in this Agreement shall mean calendar days unless otherwise stipulated.

1.3 The Landlord and the Tenant acknowledge the green building development performance and green features in the Development and the sustainability vision for the Development which includes but without limitation to the following:

(a) To design and develop the Development into a sustainable development which incorporates the latest green technologies and green building design and facilitates the reduction of wastage in construction and operation;

(b) To accomplish the Landlord's vision of being a role model in promoting and implementing sustainable construction and operation in Hong Kong and the Greater Bay Area; and

(c) To target and enable low energy building operation with a long term ambition to be net zero carbon through continual improvement on energy efficiency.

1.4 The Landlord and the Tenant acknowledge the aim of collaborating to reduce the overall utilities consumption of the Building, maximize the usage of sustainable features in the building design of the Development and minimize the environmental impact arising from the Tenant's activities at the Premises subject to and in accordance with the terms and conditions of this Agreement.

1.5 The Tenant shall abide by all terms and conditions provided in the Tender, including but not limited to its proposed business plans, price information, etc.

2. DEMISE

The Landlord LETS the Premises to the Tenant for the Term:

2.1 SUBJECT TO all rights, privileges, restrictions, covenants, agreements and stipulations of whatever nature affecting the Premises and the terms and conditions of this Agreement;

2.2 TOGETHER WITH (insofar as the Landlord is entitled to grant the same) the right to use, in common with the Landlord and others having the like right, those Common Parts which are reasonably necessary for the use and enjoyment of the Premises;

2.3 EXCEPT AND RESERVED unto the Landlord and all persons authorised by it or otherwise entitled:

(a) the right of free and uninterrupted passage and running of Utilities through such Service Media which serve or are capable of serving the Building and/or the Development together with the right to enter the Premises to inspect repair or renew any such Service Media and to construct new Service Media;

(b) the right to restrict the use of any Common Parts insofar as is reasonably required for the purposes of inspecting, repairing, maintaining, decorating, replacing, renewing or connecting to them but (except in an emergency) not so as to deprive the Tenant of access to the Premises;

(c) the right to alter in any way whatsoever the Common Parts or vary the parts of any Building which from time to time form part of the Development, and to vary any building plans relating to the Building and/or the Development from time to time provided that the Tenant's use of the Premises is not materially adversely affected thereby;

(d) the right to continue and complete the construction of the Development and to carry out all necessary works in relation thereto including (without limitation) the fitting out of other parts of the Building notwithstanding any noise, disturbance or interference that the Tenant may suffer;

(e) the right to install in or affix to any part of the Building and/or the Development such Service Media, aerials, plant, machinery and other apparatus, scaffolding, signs and other advertising structures (whether illuminated or not) as the Landlord decides and the right to inspect, repair, remove or replace the same;

(f) the right upon reasonable notice (except in the case of an emergency when no notice is needed) to enter the Premises to view the condition of the Premises and/or the Building and do works to the Premises and/or the Building;

(g) the right to carry out or consent to the carrying out by any person of any erection, demolition, rebuilding or alteration of any building forming part of the Development or in the vicinity notwithstanding any inconvenience or nuisance caused to the Tenant or any interference with access of light or air to the Premises;

(h) the right to enter the Premises in the circumstances in which the agreements by the Tenant contained in this Agreement permit such entry;

(i) the right to subjacent and lateral support from the Premises for the remainder of the Building;

(j) the right to use the external walls of the Building for whatever purpose the Landlord decides and to assign or delegate such right;

(k) the right to affix and maintain without interference upon any external part of the Premises during the three months before the expiry of the Term a notice stating that the Premises are to be let and such other information as the Landlord reasonably requires;

(l) all easements, quasi-easements, privileges and rights whatsoever now enjoyed by any adjoining or neighbouring property affecting the Premises as if such adjoining and neighbouring property and the Premises had at all times been in

separate ownership and occupation and such matters had been acquired by prescription or formal grant; and

(m) the right to access, enter and pass through the Premises to inspect, install, repair, maintain, remove or replace (without limitation) the balconies, planting areas, canopies or flat roofs adjoining or near the Premises (if any).

3. TENANT'S AGREEMENTS

The Tenant agrees with the Landlord as follows:

3.1 Rent, Service Charges and Other Payments

(a) To pay to the Landlord the Rent and the Service Charges in Hong Kong currency in advance without any deduction, counterclaim or set off on the first day of each calendar month, the first payment to be made on the signing hereof (being the Advance Payment in Schedule 1) and the last payment to be apportioned appropriately on a daily basis.

(b) To pay to the Landlord all taxes, assessments, duties, charges, impositions and outgoings of a recurring nature imposed or charged from time to time on the Premises or upon the owner or occupier of the Premises by the Government or other competent authority other than property tax and expenses of a capital or non-recurring nature (provided that if the same are imposed or charged upon the Premises and any other property, to reimburse to the Landlord a fair proportion thereof properly attributable to the Premises as decided by the Landlord whose decision shall be final and binding save in case of manifest error) and to pay or reimburse to the Landlord on demand: (i) any consumption tax, goods and/or services tax, sales tax, value-added tax or any other tax of a similar nature (excluding property tax or profits tax) chargeable in respect of any payment made by the Tenant under or in connection with this Agreement; (ii) any amount paid by the Landlord in respect of a payment otherwise payable by the Tenant; or (iii) any payment made or costs incurred by the Landlord as a consequence of any supply or other dealing made or deemed to be made or other matter or thing done or deemed done under or in connection with this Agreement.

(c) (i) To pay Government Rates and Government Rent charged on the Premises as assessed by the Government quarterly in advance which shall be or be deemed to be payable and due on the first day of the months of January, April, July and October provided that the first payment thereof shall be made on the signing hereof and the first and last payments being apportioned appropriately on a daily basis and the Government Rates and Government Rent shall be subject to revision from time to time as advised by the Government.

(ii) In the event of the Premises not having been separately assessed to Government Rates and Government Rent by the Government, to pay to the Landlord quarterly in advance such sum (not exceeding the amount

which would be payable under the Rating Ordinance (Cap.116)) as shall be required by the Landlord as a deposit by way of security for the due payment of Government Rates and Government Rent subject to adjustment on actual rating assessment in respect of the Premises being received from the Government.

(d) To make the payments due to the Landlord under this Agreement by way of the autopay services provided by member banks of the Hong Kong Association of Banks or in such other manner reasonably required by the Landlord by notice in writing to the Tenant from time to time.

(e) To pay all deposits and charges for Utilities at the Premises.

(f) In addition to any other rights or remedies the Landlord may have under this Agreement, the Tenant shall pay to the Landlord, on demand, interest at the Prescribed Rate on any sum:

(i) payable but unpaid by the Tenant to the Landlord under this Agreement from the payment due date until (and inclusive of) the date payment is actually received by the Landlord;

(ii) paid by the Landlord in remedying any breach by the Tenant of this Agreement from the date of payment by the Landlord until (and inclusive of) the date payment is actually received by the Landlord; and

(iii) not accepted by the Landlord so as not to waive a breach of this Agreement from the payment due date until (and inclusive of the date) payment is actually accepted by the Landlord (but this sub-clause 3.1(f)(iii) is without prejudice to Clause 6.7(b)).

(g) (i) To install separate meter for the Premises in respect of condensing water, chilled water and tee-off water (if applicable) and shall pay condensing water, chilled water and tee-off water charges chargeable by the Landlord as may be shown by or operated from the Tenant's own metered supply or by accounts rendered to the Tenant in respect of the condensing water or chilled water consumed on or in the Premises.

(ii) To bear and pay all costs of the running, operating, maintenance, cleaning and repair associated with the use of fan coil units, air handling units or other air handling plant or grease interceptor (if any) installed at the Premises or serving the Premises (including the repair or replacement of the air-conditioning ductings and fan coil pipes within the Premises and from the Tenant’s meter to the Premises) in addition to the aforesaid charges. The electric power for such fan coil units, air handling units or other air handling plant installed within or exclusively for the Premises shall be connected to the Tenant’s electricity supply meter and the Tenant shall pay directly to the supply authority or contractor for the electric power thereby.

3.2 Fitting Out

(a) To fit out the Premises at the Tenant's expense in accordance with plans and specifications approved by the Landlord (which approval shall not be unreasonably withheld) in a good and proper workmanlike and diligent manner with good quality materials and in all respects in a style and manner appropriate to the Building to the satisfaction of the Landlord (but any approvals given under this Clause 3.2 (*Fitting Out*) shall not impose on the Landlord any liability in respect of any non-compliance of any laws and/or regulations, inadequacy or deficiency in the drawings, plans, specifications or works).

(b) Not to commence any fitting out works until the Landlord's approval has been obtained and all necessary approvals, licences or permits have been obtained from the relevant competent authorities and all sums (including, without limitation, the fitting out deposit, non-refundable vetting fees set out in the Fitting Out Guidelines, temporary services charges and debris removal charges (if any)) required to be paid by the Tenant prior to the commencement of the works in accordance with the Fitting Out Guidelines have been fully paid to the Landlord.

(c) Not to vary the approved fitting out plans or specifications or the approved interior design or layout of the Premises without the Landlord's prior written approval (which approval shall not be unreasonably withheld) and in the event of such approval being requested it shall be a condition precedent to the granting thereof that the Tenant shall pay to the Landlord all reasonable fees and/or costs properly incurred by the Landlord in consulting its architect and/or specialist consultants in respect of such variation.

(d) To carry out all fitting out works using environmentally friendly materials as far as practicable and in compliance with the Landlord's reasonable requirements and the Fitting Out Guidelines and with all laws and regulations and all requirements of the Building's insurers and of any Utilities suppliers. Any Landlord's approval given hereunder shall not constitute any representation that such laws and regulations and requirements have been complied with.

(e) In installing, altering or connecting to any Service Media, electrical installations or fire fighting apparatus and system, to use only a contractor nominated by the Landlord and for any other works to use only a reputable contractor nominated or approved by the Landlord but any such Landlord's nomination or approval shall not impose on the Landlord any liability for anything done or omitted by such contractor.

(f) If the Tenant uses its own security system, to ensure that the Tenant's security system within and at the entrance to the Premises is compatible with the security system of the Building (if any) provided and operated by the Landlord.

(g) The Tenant shall not commence business in the Premises unless a formal notice in writing is issued by the Landlord to the Tenant informing the Tenant that it

has fully complied with the approved fitting out plans and specifications to the complete satisfaction of the Landlord. If the Tenant shall fail to observe and comply with this sub-clause, the Landlord shall be entitled to re-enter the Premises and to terminate this Agreement without prejudice to any other rights or remedies the Landlord may have under this Agreement.

(h) Notwithstanding anything contained herein to the contrary, the Tenant shall:-

(i) submit the required fitting out plans and specifications to the Landlord before the Commencement Date for the Landlord's approval;

(ii) [commence]/[complete] the fitting out works within [●]] [days]/[weeks] from the Commencement Date or upon receipt of such approvals, licences or permits and payment of such charges as required and referred to in Clause 3.2(b) above, whichever is later; and

(iii) commence operation of its business in the Premises within [●] [days]/[weeks]/[month[s]] from the Commencement Date or upon receipt of the Landlord's notice in writing in relation to the Tenant's compliance with the approved fitting out plans and specifications as referred to in Clause 3.2(g) above, whichever is later.

If the Tenant shall fail to perform and comply with any of the above conditions, the Landlord shall be absolutely entitled to serve seven (7) days' notice in writing to the Tenant to require the Tenant to perform and observe the above conditions within seven (7) days from the date of the said notice, failing which the Landlord shall be absolutely entitled to serve on the Tenant seven (7) days' notice in writing to determine this Agreement, and upon expiration of the said notice this Agreement shall cease absolutely and the Landlord shall re-enter and repossess the Premises free from any of the Tenant's right or interest but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant in respect of any antecedent breach of conditions or other terms of this Agreement, including the breach in respect of which the determination is made. Upon termination of this Agreement all the Deposit paid by the Tenant shall be forfeited to the Landlord and the Landlord shall be entitled to re-let the Premises to other party or parties on such terms and conditions as it may deem appropriate without prejudice to the Landlord's rights to recover from the Tenant any loss and damages that it may sustain. In the event of the Tenant's failure to perform any of the conditions above, as an alternative to serving the notice to determine this Agreement as aforesaid, the Landlord shall be entitled to take proceedings to enforce specific performance of this Agreement against the Tenant.

(i) To procure that the Tenant's contractors take out contractors' all risks insurance in respect of the Tenant's fitting out or decoration or any other works before any work is commenced at the Premises and the provisions of Clause 3.9 (*Tenant's Insurance*) shall apply to such insurance mutatis mutandis and to procure that as soon as reasonably practicable all money received under such policy is applied in making good the loss or damage in respect of which it was paid to

the intent that the Landlord shall be kept fully indemnified in respect thereof.

3.3 Repair

(a) To keep the Premises in good, clean, substantial and proper repair and condition appropriate to the Building and properly preserved and painted (fair wear and tear excepted).

(b) To reimburse to the Landlord the cost of replacing all broken or damaged window glass in the Premises irrespective of the cause of such breakage or damage (unless the breakage or damage was caused by the Landlord).

(c) To keep and if necessary replace any Service Media forming part of the Premises in good clean substantial and proper repair and condition and to comply with the lawful requirements of any competent authority and in doing such works the Tenant shall use only a contractor nominated by the Landlord.

(d) To reimburse to the Landlord the cost of making good any damage of any type to the Premises and/or the Building (including, but not limited to, scratches or damage to the curtain wall of the Premises and/or the Building), the Development or any Service Media caused or contributed to by the act, omission, default or negligence of the Tenant or its contractors, servants, agents, employees, visitors or licensees.

(e) To replace any of the fixtures or fittings in the Premises which become beyond repair during the Term.

(f) To take all reasonable precautions to protect the Premises and/or the Building from damage threatened by an approaching storm or typhoon.

(g) To maintain all toilets and water apparatus located outside the Premises (if used exclusively or predominantly by the Tenant and its contractors, servants, agents, employees, visitors, invitees, customers or licensees) in good clean substantial and proper repair and condition to the satisfaction of the Landlord and in accordance with the lawful requirements of any competent authority.

(h) To be wholly responsible for any damage or injury (including death) caused to any person or property directly or indirectly through the defective or damaged condition of the Premises or any other area the repair of which is the Tenant's responsibility under this Agreement.

(i) To employ for the cleaning of the Premises such cleaning contractors as the Landlord requires from time to time and to cause such cleaning services to be carried out only between such hours and on such days as designated or approved by the Landlord.

3.4 Good Repair of Kitchen Toilets and Water Apparatus (if applicable)

At the expense of the Tenant, to maintain all kitchen(s), cooking equipment (if any), toilets and sanitary and water apparatus as are located within the Premises (or elsewhere if used exclusively by the Tenant and its contractors, servants, agents, employees, visitors, invitees, customers and licensees) in good clean and tenantable state and in proper repair and condition at all times during the Term to the satisfaction of the Landlord and in accordance with the laws, regulations and by-laws of the public health or other Government authority concerned.

In particular and without prejudice to the generality of the foregoing, the Tenant shall:-

(a) Install and maintain, at all times, hoods over all cooking equipment in the kitchen(s) within the Premises together with suitable grease filters and air washer installed;

(b) Install and maintain all grease traps in the kitchen(s) within the Premises or anywhere else in the Building or the Development in good clean working order and free from blockage and obstruction, and to inspect and perform thorough tank cleaning including pipes and pumps at monthly intervals with powerful sterilization and deodorizing agent to control germ and odor;

(c) Install and maintain all necessary grease filters in the kitchen(s) within the Premises, and regularly inspect and clean the same and keep them free from blockage and obstruction;

(d) Install and maintain all air-transfer grilles throughout the Premises in good clean working order and not to block off the same and regularly inspect and clean the same and keep them from blockage and obstruction;

(e) Install and maintain screw-in grease valves in all ducting throughout the Premises and to regularly inspect and clean the same;

(f) Install and maintain adequate water-proofing facilities for the water appliances or apparatus within the Premises, in particular those in the kitchen area;

(g) Install and maintain all necessary hydrovents in the kitchen(s) within the Premises and regularly inspect and clean the same and keep them free from blockage and obstruction;

(h) Install and maintain all internal air-ducting outlet grills and such necessary equipment and apparatus associated therewith and obtain annual ventilating certificates issued by the Fire Services Department and the Food and Environmental Hygiene Department (if applicable) and submit copies thereto to the Landlord forthwith on receipt of the same from the relevant department concerned;

(i) Reimburse the Landlord and/or the Manager and/or their authorised agent the cost of maintaining in good clean working order all exhaust fans, fan rooms,

exhaust ducting, grease traps and fire dampers (including the cost of maintaining the same to the satisfaction of the Fire Services Department) and any other equipment supplied by the Landlord for the use of the Tenant;

(j) Ensure that the drainage system leading from the kitchen(s) are thoroughly cleaned and maintained and clear of blockage at all times;

(k) Observe and comply with the regulations and/or guidelines laid down by the Air Policy Group of the Environmental Protection Department for the application and installation of gas-fired restaurant stoves and chimney or exhaust;

(l) Provide adequate thermal insulation material for stoves, cookers or warmers within the kitchen area in order to avoid heat transmission to the adjacent part outside the kitchen area.

Meanwhile, the Tenant shall be fully liable for all claims, losses, damages and compensation whatsoever arising from the consequences of any breach of this Clause and fully indemnify the Landlord against all costs, claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any persons in respect of any such claims, losses, damages and compensation as aforesaid.

3.5 Keep Shopfront & Shop Sign Lit

At the Tenant's expense, to keep lit any shopfront windows, showcases and signs of the Premises throughout the hours during which the common areas of the Building are open to the public and during such hours as the Landlord may require from time to time. For the better observance hereof, the Tenant shall permit the Landlord to control the electrical circuits to the said shopfront windows, showcases and signs, and the Tenant shall be required to have such electrical circuits connected and wired to allow the Landlord such control. For the purpose of this Clause, shopfront windows shall be deemed to include those parts of the interior of the Premises used for display of merchandise immediately facing the common areas of the Building or street frontage.

3.6 Keep Premises Open & Provide First Class Service

To keep the Premises and all parts thereof open for carrying on the trade or business at all times of the year (except for the period of fitting-out of the Premises which have been approved by the Landlord) during the Business Hours. The Tenant shall not permit or suffer the Premises to be open for business outside the Business Hours. Without prejudice to the generality of the foregoing, any suspension of the Tenant's business or part thereof without the prior written consent of the Landlord shall constitute a material breach of this provision, entitling the Landlord to determine this Agreement and to recover possession of the Premises.

In particular and without prejudice to the generality of the foregoing, the Tenant hereby agrees with the Landlord as follows:-

(i) To keep the roller shutters and metal grilles of the Premises (if any) rolled up to the ceiling of the Premises or to have them opened up throughout the Tenant's Business Hours referred to above;

(ii) To furnish first class service to patrons and customers and to conduct the business of the Tenant in lawful manner and not to prejudice the goodwill and reputation of the Landlord, the Government, the Building and/or the Development. In particular but without limitation to the generality of the foregoing, the Landlord reserves the right to require the cessation of any activity conducted upon the Premises, whether or not previously specifically permitted by the Landlord, which causes or in the opinion of the Landlord is likely to cause danger nuisance or annoyance to other tenants and/or the bona fide patrons of the Tenant or of other tenants or to other occupiers of the Building or of other parts of the Development, and such danger, nuisance, annoyance or material damage is in the opinion of the Landlord caused by or likely to be caused by the patronage or pursuit of such activity or activities on the Premises;

(iii) To keep the Premises, including all fixtures, interior decorations, shopfront lights, shop signs, windows and shopfront glass panels thoroughly clean and tidy throughout the Term as well as to the satisfaction of the Landlord;

(iv) All shopfront windows and shopfront glass panels of the Premises are for display of merchandise only and shall not be obstructed by the Tenant's fixtures and fittings. The Landlord and/or Manager reserve the right to remove any articles causing an obstruction and dispose of the same without compensation to the Tenant and the Landlord reserves the right to claim reasonable costs from the Tenant;

(v) At all times to maintain the display of merchandise goods or services in the shopfront windows or showcases contained within the entrance ways to the Premises to the satisfaction of the Landlord and to a standard and composition as in the opinion of the Landlord being appropriate to the reputation and standing of the Building, and to alter any window or other display of goods or merchandise in or at the Premises immediately upon receipt of the Landlord's notice that such display will, in the opinion of the Landlord, prejudice the reputation or standing of the Landlord, the Government, the Building and/or the Development, provided always that the opinion of the Landlord in that respect shall be final;

(vi) Not to cause any nuisance to the public or neighborhood;

(vii) No part of the shopfront, including but not limited to, the shop sign bulkheads roller shutter hoods (if any) shall encroach beyond the boundary of the Premises;

(viii) Unless prior approval is obtained from the Landlord, no alteration is to be made to the standard shop frontage of the Premises;

(ix) At all times to comply with all laws, ordinances, regulations, rules or by-law and conditions (if any) applicable in connection with the operation and conduct of the business of the Tenant or any activity inside the Premises; and

(x) Not to act immorally, improperly and/or fraudulently in any promotional activities of the Building and/or the Development.

If the Landlord in its reasonable opinion determines that this Agreement ought to be terminated based on the grounds that its continuation (in whole or in part) would be impermissible under laws of Hong Kong or would have an adverse impact on the reputation of the Landlord and/or the Government, the Landlord shall be entitled to terminate this Agreement without any compensation to the Tenant.

3.7 Yielding Up

At the expiration or sooner determination of the Term, whichever is earlier:

(a) to yield up the Premises decorated and repaired in good clean substantial proper repair and condition in accordance with this Agreement together with the Landlord's Fixtures and Fittings and the Landlord's Provisions (if any) in good, clean, substantial, proper repair and condition with vacant possession including but not limited to removing all lettering, signage, or characters showing the Tenant's name from the Development and any doors, walls or windows in the Building (making good any damage caused by such removal to the Landlord's satisfaction);

(b) if required by the Landlord, to remove at the Tenant's expense all alterations, installations, additions and any fixtures and fittings, or any part thereof specified by the Landlord, made or installed by the Tenant (whether or not with the Landlord's consent) or by a previous occupier of the Premises and taken over by the Tenant, making good any damage caused by such removal to the Landlord's satisfaction, and to reinstate the Premises to [bare shell condition]/[its original condition as at the Commencement Date] but incorporating the Landlord's Provisions provided that the Landlord shall have the right to ask the Tenant to retain all or any part of the alterations, fixtures and fittings and additions (as the case may be) or any part thereof made or installed by the Tenant or the previous occupiers of the Premises without payment of any compensation for such alterations, fixtures and fittings and additions (as the case may be) so retained, and where such works affect the Service Media or the electrical installations or fire fighting installations of the Premises to use only a contractor nominated by the Landlord and in other cases to use only a reputable contractor nominated or approved by the Landlord; and

(c) to surrender to the Landlord all keys and access cards to the Premises and supply to the Landlord any access codes to all entrances and a copy of the operating instructions of any security system for the Premises, if any.

The Tenant further undertakes to repair, make good, replenish, replace and reinstate the Landlord's Fixtures and Fittings and the Landlord's Provisions (including the

modifications, alterations, installations, erections and constructions made by the Tenant from time to time forming part of the kitchen fixtures, fittings and installations, if any) to their full functionality to the absolute satisfaction of the Landlord notwithstanding any defect, damage or malfunction that may have sustained as at the Commencement Date.

If the Tenant shall fail to deliver the Landlord's Fixtures and Fittings and the Landlord's Provisions (including the modifications, alterations, installations, erections and constructions made by the Tenant from time to time forming part of the kitchen fixtures, fittings and installations, if any) to the Landlord in accordance with this Clause, the Landlord may repair, make good, replenish, replace and reinstate the same on the Tenant's behalf and the Landlord may deduct such costs, expenses, loss or damage sustained or incurred in connection thereof from the Deposit. If the Deposit shall not be sufficient to cover such amounts, any outstanding amount shall be recoverable from the Tenant as a debt. The deduction of such amounts shall be without prejudice to the rights and remedies of the Landlord under this Agreement.

3.8 Landlord's Entry

To permit the Landlord and persons authorised by it with or without appliances at all reasonable times after giving prior notice (except in case of any emergency where no notice shall be required and forcibly if need be) to enter upon the Premises and where requisite to remain with or without workmen, materials and equipment:

(a) to inspect the Premises and view the condition thereof and any alterations or additions carried out and any equipment or facilities or substances therein;

(b) to take inventories of the Landlord's Provisions (set out in Part 1 of Schedule 4), (if applicable) the Landlord's Fixtures and Fittings (set out in Part 2 of Schedule 4) and take or remove any other fixtures or inventories (whether of the Landlord or the Tenant) and to carry out any works repairs or maintenance which require to be done;

(c) to remedy any breach of the Tenant's covenants in this Agreement and to carry out any work or repair required to be done and all costs incurred by the Landlord in respect thereof shall be a debt due from the Tenant to the Landlord;

(d) to do anything the Landlord deems necessary for the purposes of security, fire fighting, maintenance and protection of the Building or the Development;

(e) to ascertain whether or not the Tenant is observing and performing its covenants in this Agreement;

(f) to alter, maintain or repair the adjoining property or to the infrastructure of the Building or the Development or to ascertain or verify the compliance with energy performance requirement by the Tenant;

(g) in connection with the exercise of the easements and rights reserved by this Agreement;

(h) to comply with such covenants, conditions and restrictions (if any) as may affect

any reversion on the Term, and such covenants under the Government grant which the land where the Building situates is subject to;

(i) to gain access and/or carry out any works to any common facilities whether or not serving the Premises exclusively;

(j) to measure or value the Premises;

(k) in connection with the management of the Premises, the Building or the Development;

(l) during the last six months before the expiration of this Agreement, to show the Premises to prospective tenants or purchasers;

(m) to review the Tenant's activities, the use of the Premises and/or any of the goods, materials, features and/or substances in, on or about the Premises;

(n) to verify the implementation and realisation of the Tenant's proposed activities set out in the Tender;

(o) to ascertain whether the information (including the proposed activities) contained in the Tender is true, complete and accurate;

(p) to ascertain whether the Tenant has observed and complied with all legislation, rules and regulations including without limitation the Handbooks and Manuals, and other rules and regulations in relation to the safety of the Premises as required under this Agreement; and

(q) to review or measure the Tenant's use of energy and water and the Tenant's waste production or waste management.

3.9 Tenant's Insurance

(a) The Tenant shall effect and keep at all times during the Term comprehensive insurance coverage to the satisfaction of the Landlord with a reputable insurance company approved by the Landlord in respect of liability for loss, injury or damage (including death) to any person or property howsoever caused, including, without limitation, through or by any act, default, omission or neglect of the Tenant in an amount of not less than the Insurance Amount for any one claim or series of claims arising out of any one event, or such other amount as the Landlord may from time to time require at the Landlord's sole and absolute discretion, and such policy of insurance shall have no aggregate limit for any one period.

Any such policy of insurance shall show the interest of the Landlord and the Manager as an additional insured (i.e. in joint names with the Landlord and the Manager) and shall contain (i) a clause to the effect that the insurance coverage and its terms and conditions shall not be cancelled, modified or restricted without the Landlord's prior written consent; (ii) a cross liability clause; (iii) a waiver of the rights of subrogation of the insurer as against each of the Tenant and the Landlord and the Manager, covering legal liability incurred by the Tenant arising out of or in the course of the Tenant's business conducted at the insured premises and/or anywhere in the Development and/or anywhere in Hong

Kong, and (iv) a clause which spells out that the coverage afforded shall be primary insurance that this policy shall be primarily liable to operate for the insured parties without the right of contribution of any other insurance carried by or on behalf of the Tenant or the Landlord or the Manager with respective to their respective interests.

(b) The Tenant shall not do or cause to be done any act or thing which may render such insurance policies to become void or voidable or to cause the insurance premiums to be increased and shall indemnify the Landlord against any such increased premiums and all costs and expenses reasonably incurred by the Landlord in keeping such insurance policies in force. Notwithstanding the foregoing, nothing herein shall render the Landlord liable for the correctness or adequacy of any such insurance policies or for ensuring compliance with the requirements under this Clause or all relevant laws and regulations pertaining to such insurance.

(c) The Tenant shall notify the Landlord promptly of any damage to the Premises when the Tenant becomes aware of the same or when an event giving rise to an insurance claim occurs.

(d) Without prejudice to any other provisions herein, the Tenant shall notify the insurance company and the Landlord promptly of any change of the nature of the Tenant's trade or business.

(e) Any failure by the Tenant to comply with this Clause shall entitle the Landlord to re-enter the Premises and to terminate this Agreement without prejudice to any other rights or remedies the Landlord may have under this Agreement (including but not limited to equitable relief).

(f) In addition to the above insurance requirements, the Tenant agrees to be responsible for any loss or damage to any property within the Premises including without limitation all furniture fixture fittings goods chattels samples personal effects contents properties and the Landlord's Provisions. The Tenant shall effect and maintain adequate insurance cover for the same in their full replacement value against the said risks including but not limited to property all risks insurance and shall in no event claim against the Landlord and/or the Manager for the same despite any security system or measure put in place in the Building or the Development by the Landlord and/or the Manager.

(g) A copy of full insurance policies and premium receipt (or even a certificate / endorsement if it is annual policy) shall be provided by the Tenant to the Landlord before the Commencement Date to ensure that terms comply with insurance requirements herein.

3.10 Use

(a) Not to use the Premises for any purpose other than the Permitted Use.

(b) Not to commit waste or use the Premises for gambling or any offensive trade or business or any illegal, immoral or improper purposes or so as to cause nuisance, damage or danger to the Landlord or the occupiers of neighbouring premises.

(c) Not to use the Premises for the storage of goods other than in small quantities consistent with the nature of the Tenant's trade or business.

(d) Not to keep at the Premises any dangerous inflammable or explosive goods or firearms and ammunition provided that if it is necessary to keep any dangerous, inflammable or explosive goods at the Premises in the normal course of the Permitted Use, the Tenant shall inform the Landlord of the nature of such goods and their method of storage and shall comply with the requirements of the Landlord and all lawful authorities in relation thereto, and shall promptly provide the Landlord with all information relating thereto as the Landlord may reasonably request from time to time.

(e) Not to (i) make any noise (including but not limited to music or sound produced by broadcasting from television, radio and any equipment capable of producing or reproducing music or sound) which is audible outside the Premises, or (ii) make any vibration, resonance, odour or other form of disturbance in the Premises which is or may be a nuisance or annoyance to the tenants, users, customers, visitors and occupiers of the Building or any part thereof or of any nearby premises or buildings or to the Landlord provided that if, subject to the Landlord's prior approval, the Permitted Use shall require any sound or noise to be produced or reproduced within the Premises, the Tenant shall install and maintain to the satisfaction of the Landlord appropriate and adequate sound absorbing and insulating material so as to prevent such sound or noise from escaping from the Premises and becoming a nuisance or annoyance to other occupiers of the Building or any part thereof or any nearby premises, or (iii) allow any smoke, fumes or gas to escape from the Premises; or (iv) do or cause to be done anything on the Premises which may be a nuisance or cause annoyance, danger, injury or damage to the Landlord or any neighbouring tenants or occupiers.

(f) Not to place on the Premises anything (including any safe) of a weight in excess of the floor loading of the Premises prescribed by the Landlord, or on parts of the Premises containing reinforced flooring, anything of a weight in excess of the appropriate weightings for which such reinforcements were designed and to comply with any prescription by the Landlord of the maximum weight and permitted location of safes and other heavy equipment and any requirements of the Landlord that the same stand on supports of such dimensions and materials as the Landlord reasonably determines.

(g) To use the raised flooring and false ceiling (if any) in the Premises with care and in accordance with the Landlord's instructions and not to overload, scratch or place any article which would release water onto the raised flooring or false ceiling.

(h) To comply with all laws and regulations in relation to the Premises and the conduct of the Tenant's business at the Premises and storage of any goods therein and to apply for any requisite licences or permits from all competent authorities in respect of the Tenant's business and activities at the Premises.

(i) Not to do anything which would amount to a breach or non-observance of any provision of the Government grant under which the Landlord holds the portion of the Development on which the Building is situated.

(j) To ensure that all refuse is disposed of by arrangement with and in containers specified by the Landlord and if the Landlord provides a collection service for refuse, to use such service exclusively at the sole cost of the Tenant. Where recycling facilities are provided by the Landlord, the Tenant shall use its best endeavours to dispose of all recyclable refuse through such recycling facilities.

(k) Not to place or leave anything in the Common Parts nor to tout or solicit business or distribute anything within the Building or the Development without the prior written approval of the Landlord.

(l) To take delivery of furniture, equipment, fittings or bulky items in and out of the Building only during the hours specified by the Landlord from time to time and to take such delivery only in the lift and along the route designated for that purpose by the Landlord.

(m) Not to discharge into any Service Media any substance that may obstruct, pollute, or cause any damage or danger to the Service Media.

(n) Not to conduct any auction, fire sale, bankruptcy sale or any similar activities at the Premises.

(o) Not to keep any animals birds or pets of any kind inside the Premises and to take all precautions to the reasonable satisfaction of the Landlord to prevent the Premises or any part thereof from becoming infested by termites, rats, mice, roaches or any other pests or vermin and, if so required by the Landlord, to employ at the Tenant's cost of such pest extermination contractors and at such intervals as the Landlord may reasonably determine.

(p) Not to allow any person to use the Premises for residential purposes.

(q) Not to permit or allow any food stuffs or food containers to be brought onto or removed from the Premises except by way of service entrances service exits and (if any) service lifts or otherwise as may be directed by the Landlord from time to time.

(r) Not to prepare or permit or suffer to be prepared any food in the Premises (unless such is part of the trade or business of the Permitted Use) or permit any offensive or unusual odours to be produced upon permeate through or emanate from the Premises.

(s) Not to use or permit or suffer to be used any toilet facilities provided by the Landlord (whether shared with other tenants or occupiers of the Building or reserved to the Tenant exclusively) in the Premises or in the Building for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown therein any foreign substance of any kind and the Tenant shall pay to the Landlord or the Manager (if so directed by the Landlord) on demand the whole costs and expenses for making good any breakage blockage or damage resulting from a violation of this Clause.

(t) Not to use any areas of the Premises other than the kitchen area designated by the Landlord for the cleaning, washing or rinsing of dishes and/or cooking or preparation of food and vegetable without the approval of the Landlord in writing and where such approval is given to install and maintain in good order and effective repair and condition such drains channels and other water proofing measures as may be required by the Landlord to prevent the seepage, leakage or overflow of liquid.

(u) Not to deviate the business of the Tenant from the Tender without the prior written consent of the Landlord.

(v) (i) Subject to sub-paragraphs (ii) and (iii) below, not to display, publish, publicize, advertise or represent anything relating to, involving or including the whole or any part of the names, characters or words of the Landlord, the Development, the Building or the Premises or the whole or any part of the words "HSITP", "Hong Kong-Shenzhen Innovation and Technology Park", "Hong Kong-Shenzhen Innovation and Technology Park Limited", "港深創新及科技園", "港深創科園" or "港深創新及科技園有限公司" unless the Landlord has provided prior and specific written consent.

(ii) Subject to sub-paragraph (iii) below, not to display, publish, publicize, advertise or represent such of its logos or marks bearing the whole or any part of the names, characters or words of the Landlord, the Development, the Building, the Premises or the whole or any part of the words "HSITP", "Hong Kong-Shenzhen Innovation and Technology Park", "Hong Kong-Shenzhen Innovation and Technology Park Limited", "港深創新及科技園", "港深創科園" or "港深創新及科技園有限公司".

(iii) The Tenant may with the prior written approval of the Landlord (which approval may be given or refused at the Landlord's discretion and, if given, may be subject to such conditions the Landlord deems fit to impose) display, publish, publicize, advertise or represent the Landlord's logos or marks provided that the design and specification of such logos or marks shall be in accordance with and in line with the Landlord's logo specification.

(iv) Not to do anything (including without limitation not to make any representation) which in the opinion of the Landlord prejudices or may or is likely to prejudice the goodwill or reputation of the Landlord, the

Government and/or any part(s) of the Development, the Building or the Premises.

In particular but without prejudice to the generality of the foregoing and the Landlord's other rights and remedies, the Landlord reserves the right to request the cessation of any activity conducted or to be conducted by the Tenant whether or not previously permitted by the Landlord which is in the opinion of the Landlord in breach of this Clause 3.10(v). The Tenant shall upon the Landlord's such request forthwith cease such activity and rectify the breach by taking all such actions which the Landlord shall deem necessary at its absolute discretion;

(w) Notwithstanding other provisions of this Agreement, the Tenant agrees that the Landlord may without the need to obtain the Tenant's approval or consent display, publish, publicize, advertise or represent the Tenant's logos or marks or anything relating to, involving or including the whole or any part of such logos or marks in any of its promotional or advertising material at the Landlord's absolute discretion without being liable to the Tenant for damages, compensation or royalty payment; and

(x) Notwithstanding other provisions of this Agreement, if the Landlord in its reasonable opinion determines that this Agreement ought to be terminated based on the ground that its continuation (in whole or in part) would be impermissible under laws of Hong Kong or would have an adverse impact on the reputation of the Landlord and/or the Government; the Landlord shall be entitled to terminate this Agreement in such event.

3.11 Alterations

(a) Not to make any alterations or additions to the Premises or to the Service Media or install any plant, equipment, apparatus or machinery in the Premises, or to damage or modify in any way any doors, windows, walls, floors, ceilings or other part of the Premises without the Landlord's prior written consent (which consent shall not be unreasonably withheld).

(b) Not to install any air-conditioning plant or equipment, machinery or other mechanical apparatus within the Premises without the Landlord's prior written consent (which consent shall not be unreasonably withheld), and to comply with the directions and instructions of the Landlord regarding such installation.

(c) Not to erect, install or alter any partitioning in the Premises without the Landlord's prior written consent (which consent shall not be unreasonably withheld), and to comply with the directions and instructions of the Landlord regarding such erection, installation and alteration (but Landlord's consent shall not be required for installation of non-structural and demountable partitioning which is removable without damage to the Premises).

(d) Not without the Landlord's prior written consent (which shall not be unreasonably withheld) to install additional locks, bolts or other fittings to the entrance doors of the Premises.

(e) Not to erect exhibit or display on the Premises or the Building any writing, sign, aerial, flagpole or other device so as to be visible from outside the Building without the Landlord's prior written consent provided that the Tenant may display its name or business name in the reception area of the Premises or on the door thereof in such lettering, characters and materials as the Landlord shall approve (which approval shall not be unreasonably withheld).

(f) Not to do anything which alters or affects the external appearance of the Building or to make alterations or additions to the structure or (except for the permitted works to the Premises) other parts of the Building or, without limitation, the Common Parts.

(g) In carrying out any permitted works whatsoever to the Premises or anywhere within the Development to observe and perform the provisions of Clause 3.2 (*Fitting Out*) mutatis mutandis.

(h) In applying for the Landlord's consent or approval under this Clause 3.11 (*Alterations*), the Tenant shall provide the Landlord with information which the Landlord deems necessary at its sole and absolute discretion on the effect of such alteration, addition, installation or erection (as the case may be) on the efficiency of the use of energy and water in the Premises, the Building and/or the Development.

3.12 Statutory Notices

(a) To notify the Landlord forthwith in writing of the contents of any notice received by the Tenant from any competent authority concerning the Premises or any of the Utilities.

(b) (i) To give the Landlord notice in writing forthwith of any matter adversely affecting or likely to adversely affect the due incorporation and/or valid existence of the Tenant under the laws of incorporation in its jurisdiction and/or its ability to perform and comply with the terms and conditions of this Agreement, including but not limited to any winding up petition and/or order against the Tenant and/or bankruptcy petition and/or order against the shareholder(s) of the Tenant (in the case of the Tenant being a corporation) and/or bankruptcy petition and/or order against the Tenant (in the case of the Tenant being an individual, a sole proprietor or partnership) and/or the Guarantor (if any) referred to under Schedule 9; and

(ii) To provide the Landlord such documents as required by the Landlord in relation to the matters under Clause 3.12(b)(i) above.

3.13 Alienation

(a) Not without the Landlord's prior written consent (which consent the Landlord may give or withhold at its absolute discretion and, if given, may be subject to such conditions as the Landlord may at its absolute discretion impose) to transfer, assign, licence, share, hold for the benefit of another or otherwise part

with the possession or occupation of the Premises or any part of them or the right to use them so that any person who is not a party to this Agreement obtains the use or possession of the Premises or any part of them irrespective of whether any rent or other consideration is given for such use or possession and without limiting the generality of this, the following acts and events shall, unless consented to by the Landlord as aforesaid, be deemed to be breaches of this Clause:

(i) In the case of a tenant which is a partnership, the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise or any bankruptcy petition or order against any of the partners;

(ii) In the case of a tenant who is an individual (including a sole surviving partner of a partnership tenant) the death, insanity, bankruptcy petition or order or other disability of that individual, to the intent that no right to use, possess, occupy or enjoy the Premises or any part thereof shall vest in the executors, administrators, personal representatives, next of kin, trustee or committee of any such individual;

(iii) In the case of a tenant which is a corporation, any take-over, reconstruction, amalgamation, merger, winding up petition or order, 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;

(iv) 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 or occupy the Premises or any part thereof or does in fact use, possess, occupy or enjoy the same; and

(v) The change of the Tenant's business name without the previous written consent of the Landlord (which the Landlord may give or withhold at its discretion);

PROVIDED THAT no consent will be given by the Landlord under any circumstances to the subletting or underletting or otherwise parting with possession of the Premises or any part thereof to any other party, whether related to the Tenant or otherwise.

(b) Without prejudice to the generality of sub-clause (a) above, the Tenant undertakes to notify the Landlord in writing forthwith of:

(i) any of the acts and/or events stipulated in sub-clause (a)(i) to (a)(v) above upon occurrence of the same; and

(ii) any matters that may be relevant and/or result in any of the acts and/or events stipulated in sub-clause (a)(i) to (a)(v) above upon the Tenant becoming aware of the same,

and to provide the Landlord with all such relevant information and/or documents as reasonably required by the Landlord.

3.14 Insurance and Fire Prevention

(a) Not to do anything whereby any policy of insurance on the Premises and/or the Building and/or the Development against damage or loss by fire or any other risks or against claims made by third parties may become void or voidable, and not to do anything which may cause the rate of premium for any such policy to be increased and to repay to the Landlord on demand all sums paid by the Landlord by way of increased premium or otherwise rendered necessary by a breach of this Clause.

(b) To comply with all the recommendations of the Landlord's insurer and the fire authority.

(c) To keep the Premises equipped with such fire fighting equipment as the Landlord's insurer and the fire authority may require and to maintain such fire fighting equipment in working order and to the satisfaction of the Landlord's insurer and the Landlord and at least once every six months to have any fire fighting equipment inspected by a competent person.

(d) Not to obstruct the access to any fire equipment, fire exits or the means of escape from the Premises, the Building or the Development.

(e) To carry out any periodic testing of electrical installations at the Premises required by regulations made under the Electricity Ordinance (Cap.406).

3.15 Indemnities

To indemnify the Landlord against all losses arising directly or indirectly from:

(a) the act, omission, neglect or default (irrespective of whether wilful or not) of the Tenant or any employee, visitor, licensee, agent, servant, contractor or customers of the Tenant;

(b) any breach by the Tenant of this Agreement;

(c) the defective or damaged condition of the Premises or any other area, the repair or reinstatement or any works of which is the Tenant's responsibility under this Agreement; and

(d) the spread of fire, smoke or water or any other substance originating from the Premises,

and this Clause shall survive the expiry of the Term.

3.16 Exclusion of Liability

Notwithstanding Clauses 4.1 (*Quiet Enjoyment*) and 4.3 (*Services*) and 4.4 (*Supply of Air-Conditioning*), not to hold the Landlord liable in any way to the Tenant or to any

other person for any loss, damage or loss of business which may be suffered by the Tenant or by any other person or any property of the Tenant or any other person however caused (unless (i) directly caused by the wilful default or gross neglect of the Landlord or its employees or (ii) the Tenant suffers injury or death arising from the negligence of the Landlord or its employees) and in particular, but without limitation, those caused by or in any way owing to or arising out of or connected with:

(a) any interruption, failure, malfunction, reduction or termination of or defects in or any other condition of any of the Utilities, Service Media or Common Parts or any machinery, plant, facility, services, equipment, installations or fixtures in the Building or the Development;

(b) the act, neglect, default or omission of the tenants and occupiers of any other parts of the Building or the Development and their employees, agents, customers, invitees, visitors, servants, contractors and licensees;

(c) any defect in the supply of electricity or from any surge, reduction, variation, interruption or termination in the supply of electricity;

(d) any typhoon, landslide, subsidence, fire, odour, leakage of water, fumes, smoke or electricity from the Service Media or any other part of the Building or the Development (including any plant, facility, services, machinery, installations, apparatus and other fixtures therein) or the dropping or falling of anything from any part of the Building or the Development or noise, vibrations, the emission of dust and/or other substances affecting the Premises or the Building or the Development and other forms of disturbance arising from or in connection with any demolition, renovation, alteration, improvement, construction, building development and/or redevelopment works on the Building or any adjoining property in the neighbourhood or any part of them or the influx of rain into the Premises, or the activity of rats or other pests in the Building;

(e) the defective or damaged condition of the Premises, the Building or the Development;

(f) any want of security or safekeeping at the Building or the Development;

(g) any non-enforcement of any rules or regulations made by the Landlord;

(h) any exercise of the Landlord's rights under this Agreement including (without limitation) the carrying out of any building works;

(i) the security or safekeeping of the Premises or any contents in the Premises and, in particular, the provision by the Landlord and/or the Manager of watchmen, caretakers or any mechanical or electrical alarm systems (if any) of whatever nature does not create any obligation on the part of the Landlord as to the security of the Premises or any contents therein, and the responsibility for the safety of the Premises or the contents therein shall at all times rest with the Tenant;

(j) the supervision of or for any damage or loss to vehicles or accessories or injury to persons or any other damage resulting therefrom;

(k) the obstruction or interruption of any easement or any right granted to the Tenant under this Agreement; or

(l) the alteration, designation, redesignation and/or abolition of the use of any of the common services and facilities of and in the Building or the Development or any part of them;

nor shall the Rent, the Service Charges, the Government Rent, the Government Rates or any other sums payable and/or due from the Tenant under this Agreement or any part thereof abate or cease to be payable on account of any such event save as provided in Clause 6.3 (*Destruction of Premises*), and the Landlord shall not be regarded as to be in breach of the provisions of this Agreement or in derogation of the grant hereunder by reason of any such event.

3.17 Compliance of Laws, Regulations and Rules

(a) To comply with all laws and/or regulations and the rules for the Building and/or the Development from time to time made or adopted by the Landlord and/or the Manager (including without limitation the Handbooks and Manuals and the Fitting Out Guidelines) provided that if there is a conflict between such rules and this Agreement, this Agreement shall prevail.

(b) To comply with the code of practice for the Building and/or the Development from time to time made or adopted by the Landlord and/or the Manager (including without limitation the Code of Practice for Energy Efficiency of Building Services Installation, hereinafter referred to as the "Building Energy Code" or "BEC", issued under Part 9 of the Buildings Energy Efficiency Ordinance (Chapter 610)).

3.18 Costs

To pay to the Landlord on an indemnity basis, as rent and within 14 days of demand, all costs and other expenses properly and reasonably incurred by the Landlord in relation to:

(a) every application made by the Tenant for consent whether it is granted, refused, offered subject to any qualification, or any application withdrawn by the Tenant for any reason whatsoever;

(b) professional advice obtained by the Landlord following an application by the Tenant for consent, permission or approval under this Agreement;

(c) the preparation and service of a schedule of dilapidations during or after the expiry of the Term;

(d) the recovery of Rent, Service Charges, Government Rent, Government Rates or other sums due from the Tenant;

(e) the standard fees imposed by the Landlord from time to time in respect of the vetting of any drawings and specifications for any works proposed to be carried out by or on behalf of the Tenant;

(f) professional advice obtained by the Landlord in inspecting or monitoring any works carried out by or on behalf of the Tenant; and

(g) affixing, altering or replacing the Tenant's name or business name on the directory boards or directional signs in the Building and/or the Development,

and this Clause shall survive the expiry of the Term.

3.19 Evidence of Compliance

To produce to the Landlord such evidence forthwith as the Landlord may reasonably require from time to time to satisfy itself that the provisions of this Agreement have been complied with, including but not limited to any licence, permit, or certificate that the Tenant is required to obtain under this Agreement.

3.20 Review of Service Charges

(a) If at any time the costs of providing the Services have increased the Landlord may by notice in writing increase the Service Charges by an appropriate amount to reflect such increase in cost (and the Tenant shall raise no objection thereto), and thereafter such increased Service Charges shall then be payable and the Landlord's assessment of the appropriate increase shall be conclusive (save in case of manifest error) PROVIDED THAT:

(i) if the Tenant is the only tenant of all the lettable unit(s) of the Building it shall pay all Service Charges attributable to the Building; and

(ii) if there are any lettable units in the Building which are unlet the Landlord shall bear the Service Charges attributable to those units.

(b) Further increases in the Service Charges may be made in accordance with sub-clause (a) after an earlier notice of increase has become operative.

3.21 National Security and Public Interest

(a) Notwithstanding anything to the contrary contained herein, upon the occurrence of any of the following events, the Landlord shall deem the same as material breach of this Agreement and shall be entitled to terminate this Agreement and the Term with immediate effect without any compensation to the Tenant:-

(i) the Tenant or its associated companies (as defined in the Companies Ordinance, Cap. 622) or its ultimate beneficial owner has engaged, or is

engaging, or is in the Landlord's reasonable belief to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong;

(ii) the continuation of the tenancy hereby created or the continued occupation and use of the Premises by the Tenant or its associated companies (as permitted by the Landlord under this Agreement) is or shall in the Landlord's reasonable belief be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong;

(iii) the Tenant or its associated companies has engaged, or is engaging, or is in the Landlord's reasonable belief to have engaged or to be engaging in acts or activities that are likely to prejudice or adversely affect the goodwill or reputation of the Government, the Landlord, the Development, the Building and/or the Premises (or any part thereof).

(b) Upon the Landlord's exercise of its right to terminate this Agreement under this Clause, the tenancy and the option to renew herein (if any, and whether or not such option has been exercised by the Tenant) shall cease absolutely and the Tenant shall forthwith surrender vacant possession of the Premises (together with the Landlord's Fixtures and Fittings and the Landlord's Provisions (if any)) to the Landlord in accordance with Clause 3.7 (*Yielding Up*) and the Deposit paid hereunder shall be wholly forfeited to the Landlord, without prejudice to the Landlord's rights in respect of any antecedent breach of this Agreement by the Tenant and any claims for further damages and losses against the Tenant which the Landlord may incur or sustain.

(c) For the avoidance of doubts, the word "engage" or its variants in this Clause shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Landlord to terminate this Agreement under this Clause shall be final, conclusive and binding on the Tenant.

(d) For the purpose of this Clause, "beneficial owner" shall mean an individual who owns or controls, directly or indirectly more than 25% of the issued share capital or who exercises ultimate control over the management of the relevant company.

4. LANDLORD'S AGREEMENTS

The Landlord agrees with the Tenant (subject to the Tenant duly paying the Rent, Service Charges, Government Rent and Government Rates and not breaching this Agreement) as follows:

4.1 Quiet Enjoyment

Subject to Clause 2.3 (*Demise*) and Clause 3.1 (*Rent, Service Charges and Other Payments*), the Tenant may have quiet possession and enjoyment of the Premises during

the Term without any interruption by the Landlord or anyone lawfully claiming under through or in trust for the Landlord provided that any noise or disturbance suffered by the Tenant arising from the ordinary use of adjoining premises shall not be a breach of this Clause.

4.2 Property Tax

To pay any property tax relating to the Premises.

4.3 Services

To use best endeavours to procure the Manager to provide such of the Services at such times and in such manner as the Landlord shall in its discretion deem necessary or desirable in the interests of the Development.

4.4 Supply of Air-Conditioning

(a) Subject to Clause 3.16 (*Exclusion of Liability*) hereof, to use best endeavours to procure the Manager to supply air-conditioning to the Premises during the Service Hours.

(b) All running, operating, maintenance, cleaning and repair costs associated with the use of fan coil units, air handling units or other air handling plant or grease interceptor (if any) installed at the Premises or serving the Premises will be borne by the Tenant in addition to the Service Charges. The electric power for such fan coil units, air handling units or other air handling plant installed within or exclusively serving the Premises shall be connected to the Tenant's electricity supply meter and the Tenant shall pay directly to the supply authority or contractor for the electric power thereby.

(c) If the Tenant shall (in accordance with the procedure set out in the Tenant's Handbook) require air-conditioning outside the Service Hours, the same may be arranged by the Landlord or the Manager at such rate as the Landlord or the Manager may from time to time charge for providing the same. The Tenant shall pay the cost of the additional air-conditioning in advance therefor which may be rendered weekly or at such other intervals as the Landlord or the Manager may decide. If the Tenant shall require to vary the Service Hours to suit its business operation, the Tenant may submit its proposed variation to the Landlord or the Manager for their approval. If it is technically feasible to vary the Service Hours to such hours proposed by the Tenant, the Landlord or the Manager will use its best endeavour to provide the same, but the Landlord or the Manager shall be entitled to adjust the amount of Service Charges payable by the Tenant. The adjustment made by the Landlord or the Manager shall be final and binding, and the Tenant shall raise no objection thereto.

The Landlord is not liable for a breach of Clause 4.3 or Clause 4.4 unless and until the Tenant has first given the Landlord written notice of any defect or want of repair and the Landlord has failed to notify the Manager to carry out any such necessary repair and maintenance within a reasonable time from the service of such notice by the Tenant.

5. SPECIAL CONDITIONS

The parties hereto agree that the terms and conditions set out in Schedule 6 shall apply to this Agreement and shall be deemed to be incorporated in and form an integral part of this Agreement. In the event of conflict between such terms and conditions and other terms and conditions of this Agreement, the terms and conditions as set out in Schedule 6 shall prevail.

6. FURTHER PROVISIONS

6.1 Re-entry

If:

(a) any part of the Rent, Service Charges, Government Rent, Government Rates or any other sum payable under this Agreement is unpaid for 14 days after becoming due (whether formally demanded or not);

(b) the Tenant commits any breach of this Agreement;

(c) the Tenant is insolvent which for the purposes of this Agreement means:

(i) the Tenant (being an individual) becomes bankrupt or the Tenant (being a corporation) goes into liquidation or a receiving order is made against it;

(ii) a receiver is appointed in respect of any of the Tenant's assets;

(iii) possession of any of the Tenant's assets is taken by a chargee or mortgagee;

(iv) any distress or execution is levied on the Premises or on any of the Tenant's assets;

(v) the Tenant stops or suspends payment of its debts or is unable or admits it is unable to pay them;

(vi) the Tenant enters into a scheme of arrangement with its creditors;

(vii) the Tenant stops or suspends the carrying on of its business or threatens to do so;

(viii) the Tenant fails to satisfy any judgment given in any action against it unless such judgment has been appealed within the requisite time limit and that appeal has not yet been disposed of; or

(ix) any other similar event, action or proceeding occurs or is taken in respect of the Tenant in any jurisdiction; or

(d) the Tenant continues to cause unnecessary annoyance, inconvenience or disturbance to the Landlord or any neighbouring tenants or occupiers after the Landlord has served a written warning on the Tenant. For the purpose of this sub-clause 6.1(d), persistent failure to pay Rent as and when it falls due will be regarded as causing unnecessary annoyance, inconvenience or disturbance to the Landlord or any neighbouring tenants or occupiers,

the Landlord may, without prejudice to the Landlord's other rights and remedies, at any time re-enter the Premises or any part of them in the name of the whole whereupon this Agreement shall end but any right of action of the Landlord under this Agreement (including without limitation to the Landlord's right to demand payment and claim against the Tenant for all the remaining rent and other payments due and payable by the Tenant under this Agreement for the remaining unexpired Term of this Agreement) shall be preserved. The Landlord may exercise its rights under this Clause 6.1 (*Re-entry*) by serving written notice on the Tenant without physically entering the Premises notwithstanding any statutory or common law provision to the contrary.

6.2 Tenant's Property

If, after the Tenant has vacated the Premises at the expiry of the Term, any of its property remains at the Premises or if at any time the Tenant leaves any property at the Premises or in the Common Parts or in any part of the Development, the Tenant shall be deemed to have abandoned such property and the Landlord may remove and sell or otherwise dispose of that property in any manner the Landlord deems fit. The Tenant shall indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by it in the mistaken belief, held in good faith, (which is to be presumed unless the contrary is proved) that the property belongs to the Tenant. All proceeds of sale shall belong to the Landlord absolutely. The Tenant shall indemnify the Landlord against any damage occasioned to the Premises and the Common Parts and the Development (or any of them) and any losses caused by or related to the presence of the property in the Premises and the Common Parts and the Development (or any of them).

6.3 Destruction of Premises

If:

(a) the Premises or any substantial part of them are rendered unfit for the Permitted Use or occupation or inaccessible by any cause other than as a direct or indirect result of the Tenant's or its contractors', servants', agents', visitors', employees', or licensees' act neglect, omission or default and if any policy of insurance effected by the Landlord has not been vitiated or payment of the policy money refused in whole or in part due to any act, neglect, omission or default of the Tenant or its contractors, servants, agents, visitors, employees or licensees; or

(b) any order is issued by the Government or any competent authority preventing or restricting the use of the Premises or any substantial part of them other than

due to any act, neglect, omission or default of the Tenant or its contractors, servants, agents, visitors, employees or licensees,

then

(i) the Rent and the Service Charges or a fair proportion of them according to the nature and extent of the damage sustained or order made (the Landlord's determination of which being binding on the Tenant) shall after the expiration of the month in which the damage was sustained or which the order was made (as the case may be) cease to be payable until the Premises have been again rendered fit for the Permitted Use and accessible or such order has been complied with (as the case may be); and

(ii) if the Premises have not been rendered fit for the Permitted Use and accessible or such order has not been complied with within six months of the damage or date when such order become operative (as the case may be) either party may end this Agreement by giving not less than one month's notice in writing to the other party but any right of action which either party may have against the other under this Agreement shall remain.

Provided that the Landlord shall be under no obligation to reinstate the Premises or comply with such order (as the case may be).

6.4 Out of Service Hours Air Conditioning

Without prejudice to Clause 4.4 (*Supply of Air-Conditioning*), air-conditioning to the Premises outside the Service Hours, if applicable, shall be available if the Tenant so requests in accordance with the procedure set out in the Tenant's Handbook, subject to the Tenant paying the applicable out of Service Hours air conditioning charges for supplying air-conditioning to the Premises and any area(s) (whether or not it forms part of the Common Parts) in the Building which the Tenant has the right to use (whether exclusively or in common with other occupiers) under this Agreement and the electricity fees for all equipment (including without limitation the air handling unit(s) (if any) for exclusively supplying air-conditioning to the Premises and/or such area(s)) in connection with air-conditioning supply to the Premises and/or such area(s) both specified by the Landlord from time to time.

6.5 Change of Name

The Landlord shall from time to time during the Term be entitled to change the name of the Building and/or the Development or any part thereof and the Landlord shall not be liable for any costs or expenses incurred by the Tenant as a result of such change.

6.6 Signs

The Tenant shall pay the Landlord within 14 days of demand the reasonable cost of affixing repairing or replacing the Tenant's name or business name in lettering on the

directory board at the entrance to the Building (if provided by the Landlord) and on the directory board on the floor on which the Premises are situated (if provided by the Landlord).

6.7 Waiver

(a) No condoning, excusing or overlooking by the Landlord of any default, breach, non-observance or non-performance on the part of the Tenant at any time or times of the agreements, stipulations, terms, covenants and conditions contained in this Agreement shall operate or be regarded as a waiver of the Landlord's rights under this Agreement 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 under this Agreement in respect of any such continuing or subsequent default, breach, non-observance or non-performance, and no failure or delay by the Landlord in exercising any right, power or remedy provided by law or under this Agreement, shall operate as a waiver of such right, power or remedy, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise or enforcement of any other right, power or remedy by the Landlord. The Landlord's rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any of its rights, powers and remedies provided by law.

(b) No waiver of any right, power or remedy of the Landlord shall:

(i) be valid unless signed by the Landlord in writing and containing an express statement that it is a waiver pursuant to this Clause 6.7(b); or

(ii) be inferred from or implied by anything done (including the acceptance by the Landlord of Rent and/or other amounts payable under this Agreement) or omitted to be done by the Landlord unless so expressed in writing and agreed by the Landlord.

(c) Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and not as a general waiver or release of any of the provisions of this Agreement nor shall it be construed as dispensing with the necessity of obtaining the specific consent of the Landlord in future, unless expressly so provided.

6.8 Legal Costs, Stamp Duty and Other Fees

(a) The stamp duty payable on this Agreement and shall be borne by the parties in equal shares but the land registration fee (if any) shall be paid by the Tenant. The Tenant shall also pay one half of the Landlord's solicitors' costs for the preparation and completion of this Agreement unless:

(i) the Tenant instructs its own solicitors, in which event, each party shall pay its own solicitors' costs for the preparation, approval and completion of this Agreement.

(ii) the Tenant, being legally unrepresented, accepts this Agreement prepared by the Landlord's solicitors in full without proposing any amendments. For the avoidance of doubt, the Tenant shall still be responsible to pay one half of the Landlord's solicitors' costs if the Tenant in this case, requests for amendments to the draft of this Agreement but finally agrees to withdraw all of them and accepts the draft of this Agreement in full. Notwithstanding the foregoing, the Tenant acknowledges and confirms that the Landlord's solicitors do not represent the Tenant in any way whatsoever in respect of this Agreement and that the Tenant hereby also acknowledges that it has all along been fully aware of its right to obtain independent legal advice on this Agreement and has been advised to do so.

(b) In addition to any other rights or remedies the Landlord may have under this Agreement, the Tenant shall pay to the Landlord, on demand, all of the Landlord's solicitors' and/or counsel's fees and court fees and costs (on full indemnity basis) and any other fees paid, as a debt, incurred by the Landlord as a direct or indirect result of any breach by the Tenant of this Agreement.

(c) In the event the parties hereto agree to any early termination of this Agreement, the Tenant shall, as required by the Landlord, enter into a surrender agreement in the form prescribed by the Landlord and pay all the costs and expenses for preparation and completion of such surrender agreement including but not limited to the Landlord's solicitors' costs in relation thereto and the stamp duty and/or adjudication fee payable on such surrender agreement and the land registration fee (if any). For the avoidance of doubt, nothing in this Clause shall infer or imply that the Tenant may terminate this Agreement prior to expiration of the Term.

6.9 Notices

(a) Any notice, demand or other communication required to be served under this Agreement shall be in writing and shall be sufficiently served if:-

(i) delivered to or despatched by post to or left at the respective addresses of the parties set out in this Agreement or any other address in Hong Kong notified from time to time to the other party in accordance with this Clause, or in the case of the Tenant at the Premises; or

(ii) delivered personally to the other party.

(b) Any notice, demand or other communication required to be served under this Agreement shall be in writing delivered personally or by prepaid letter or facsimile transmission, and (in the case of a facsimile transmission) confirmed by letter delivered personally or sent by prepaid mail within 24 hours of despatch of such facsimile transmission provided that no failure to deliver or dispatch and no delay of dispatching such confirmatory letter shall affect the original notice given.

(c) Any notice served pursuant to this Clause 6.9 shall be deemed to have been served:

(i) if delivered personally, on the first Working Day following the delivery;

(ii) if sent by prepaid letter, on the first Working Day following the delivery; and

(iii) if sent by facsimile transmission, on the first Working Day following successful transmission.

(d) In proving service in the case of facsimile transmission, it shall be sufficient proof that it was properly addressed and successfully transmitted to the correct number.

(e) Unless otherwise approved by the Landlord in writing, the Tenant shall not use or allow or permit the address of the Premises to be used as the registered office, correspondence address or place or places of business of any other party save and except the Tenant.

6.10 No Warranties by Landlord

(a) The Landlord does not represent or warrant that the Premises are suitable for the Permitted Use and the Tenant must satisfy itself and will be deemed to have satisfied itself that the Premises are suitable for the Permitted Use. The Tenant acknowledges that it has duly inspected and is satisfied with the Premises and accepts the Premises on [an "as-is"]/[a "bare shell"] basis.

(b) Save and except any side letter that the parties may contemporaneously sign with this Agreement, this Agreement supersedes any and all previous agreements between the parties and constitutes the entire agreement between them and there are no other express terms (whether oral or in writing) or implied terms agreed between them. All representations, warranties, statements or agreements, whether made orally or in writing, prior to and simultaneously with the grant of this Agreement relating to any of the matters referred to herein are hereby waived, negated and excluded unless otherwise agreed or confirmed by the parties in writing after the date of this Agreement or expressly set out in this Agreement.

(c) The Tenant acknowledges that in entering into this Agreement, it is not relying upon any representation, warranty, statement or agreement, undertaking, promise or assurance made or given by the Landlord or any other person, whether or not in writing, at any time prior to or simultaneously with the grant of this Agreement which is not expressly set out in this Agreement.

(d) The Landlord does not represent or warrant that any or adequate insurance (if any) against fire or any other risks exists in respect of the Building or the Development or the property of the Tenant or the Tenant's contractors, servants, agents, employees, visitors or licensees.

(e) So far as the law allows, the Tenant is not entitled to any rights affecting the Building or the Development and nothing in this Agreement shall confer on the Tenant any right mentioned or referred to in Section 16(1) of the Conveyancing and Property Ordinance (Cap.219) other than those expressly set out herein.

(f) (i) The Tenant acknowledges that any document(s), plan(s) and/or information of whatever nature furnished by the Landlord to the Tenant (collectively, the "**Provided Documents**") are for the Tenant's general information only and the Landlord does not give or make any representation or warranty of any kind whether expressed or implied as to the accuracy, correctness, completeness, currency, reliability, validity or fitness for any particular purpose of any information or any matter contained in the Provided Documents. The Provided Documents may be subject to Government and/or other competent authorities' amendment(s) and/or approval(s) and are subject to change without prior notice. The Landlord assumes no duty or obligation to advise or provide the Tenant on or with any updates of or revision to any part of the Provided Documents. The Tenant agrees to conduct its own independent enquiry, assessment and investigation and to seek professional advice in relation to any matter in the Provided Documents.

(ii) The Landlord shall not be responsible to the Tenant (or anyone claiming through the Tenant) for any loss (including loss of profits), damage, costs, expenses of any kind (whether direct, indirect, special, consequential or incidental) in connection with or resulting from the use or reliance upon any part of the Provided Documents and the Tenant agrees that it is not entitled to any claim and/or compensation whatsoever under this Agreement in respect thereof.

6.11 Illegality or Unenforceability

Any provision of this Agreement prohibited by or rendered unlawful by or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective insofar as it is possible without modifying the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the intent that this Agreement shall be valid and binding and enforceable in accordance with its terms.

6.12 Distraint

For the purposes of Part III of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7) or any statutory modification or re-enactment thereof, the Rent and the Service Charges shall be and be deemed to be in arrears if not paid in accordance with Clause 3.1 (*Rent, Service Charges and Other Payments*).

6.13 Release of Obligations

Subject to Paragraph 5 of Part 2 of Schedule 7 (if applicable), the Tenant agrees that in the event that the Landlord disposes of its interest in the Premises, the Landlord shall be released from all its obligations liabilities or covenants under this Agreement notwithstanding any rule of law to the contrary and the Tenant agrees not to bring any claim or proceedings against the Landlord in respect of any of the Landlord's obligations, liabilities or covenants hereunder.

6.14 Disclosure of Information

The Tenant agrees that the Landlord may disclose the information contained in this Agreement and the Tender to the Manager, an assignee or mortgagee or potential assignee or potential mortgagee of the Premises or a Government department or third party reasonably requiring such information.

6.15 Governing Law

(a) This Agreement shall be governed by and construed according to the laws of Hong Kong and the parties shall submit to the non-exclusive jurisdiction of the courts of Hong Kong.

(b) Notwithstanding Clause 6.15(a) above, the Tenant agrees that the Landlord shall have the option of commencing arbitration against the Tenant in Hong Kong in relation to any dispute, controversy or claim arising out of or relating to this Agreement (including the existence, validity, interpretation, performance, breach or termination thereof) or any dispute regarding non-contractual obligations arising out of or relating to it (collectively called "**Disputes**") and in the event that the Landlord exercises such option of arbitration, such Dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the "**HKIAC**") under the Hong Kong International Arbitration Centre Administered Arbitration rules (the "**Rules**") in force when a Notice of Arbitration is submitted by the Landlord in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrator shall be one (1). The arbitrator appointed shall be member of the Panel of Arbitrators of HKIAC. The arbitral proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding on the parties (including any decision on his fees). All the costs and expenses of and in relation to such arbitration (including but not limited to the fees of the arbitrator) shall be borne and paid by the parties in such proportions as the arbitrator shall determine.

(c) For avoidance of doubt, the Tenant further agrees that the option of commencing arbitration stipulated in Clause 6.15(b) above is only available for exercise and can only be exercised by the Landlord but not the Tenant.

6.16 No Premium

The Tenant acknowledges that no fine, premium, key money or other consideration has been paid by the Tenant to the Landlord for the grant of this Agreement.

6.17 Amendments

This Agreement may only be varied or modified by a supplemental agreement or other document signed by all the parties hereto. No provision of this Agreement may be waived, discharged or terminated orally, except only by an instrument in writing signed by the parties against whom enforcement of the waiver, discharge or termination is sought.

6.18 No Exclusivity

This Agreement hereby created does not in any way whatsoever confer upon the Tenant any exclusive right in operating any particular trade in the Building or in the Development and the Landlord is entitled to lease or licence any part of the Building or the Development to other third parties for operation of trade similar or identical to the Tenant's business.

6.19 Option to Renew and Rent Review

The parties hereto agree that the terms and conditions set out in Schedule 5 (if applicable) shall be deemed to be incorporated in and form an integral part of this Agreement.

6.20 Staff Employment

(a) The Tenant shall employ at its own costs and expenses suitable and sufficient staff for all the purposes set out herein and the staff shall be properly uniformed and be clean and civil at all times.

(b) Upon being required in writing by the Landlord so to do, the Tenant shall remove any staff of the Tenant who in the opinion of the Landlord is suffering from any contagious or infectious disease or is guilty of behaviour prejudicial to the conduct or security of the Building or the Development or the interest of the Landlord.

6.21 Supervision of Food and Service Standard (if applicable)

In the event that the Landlord is not satisfied with any aspect of the service provided by the Tenant or if the Landlord or the Tenant shall receive any notice from the Food and Environmental Hygiene Department in respect of the Tenant's business operated at the Premises, the Landlord shall be entitled to demand the Tenant in writing to make the necessary improvements within 14 days from the date of the said letter. If the necessary improvements are not carried out to the satisfaction of the Landlord within the prescribed time limit, the Landlord shall have the right to terminate this Agreement forthwith.

6.22 Suitability of Permitted Use of the Premises

The Landlord gives no warranty as to the suitability or fitness of the Permitted Use of the Premises and no reliance has been made on any representation or warranty given by

the Landlord or its agents, and if any such representation or warranty has been made the same shall be deemed to have been withdrawn immediately prior to the signing of this Agreement by the Tenant. The Tenant shall undertake at its sole responsibility and expense to appoint such authorized person(s) as defined in the Buildings Ordinance (Cap. 123) and/or consultant(s) as may be nominated or approved by the Landlord for obtaining the relevant Government's approval and consent for the above operation / use of the Premises provided that the Landlord shall not be liable for any loss or damage or inconvenience suffered or incurred by the Tenant by reason of or in consequence of the appointment of such authorised person(s) and/or consultant(s), or the refusal of the Government to grant any such approval and consent with or without conditions.

6.23 Delivery of the Premises

Subject to the Tenant duly executing this Agreement and relevant documentation and making payment of all sums required, the Landlord shall deliver vacant possession of the Premises to the Tenant in ["**as-is**"]/["**bare shell**"] condition together with the Landlord's Provisions. Despite the fact that the Landlord's Provisions are built and/or provided by the Landlord, the Tenant is fully aware and agrees that the Landlord does not represent or warrant the condition, completeness, performance, functionality, quality and workmanship of the Landlord's Provisions are suitable for the Permitted Use or the use or purposes for which the Tenant proposes to use them or for whatsoever purpose or that they can meet any licensing requirement of the Tenant's business. If any part of the Landlord's Provisions malfunctions or is otherwise not in proper working condition upon delivery of possession to the Tenant as aforesaid, the Tenant shall not be entitled to any damages, remedy, claim or compensation or refuse to accept possession of the Premises or postpone the Commencement Date on such ground. The Landlord shall not be responsible for the maintenance, repair or replacement of the Landlord's Provisions and the Tenant shall be fully liable for the same at the sole costs of the Tenant. At the expiration or sooner determination of the Term, the Tenant shall reinstate the Premises to [bare shell condition but incorporating]/[its original condition as at the Commencement Date and incorporating] the Landlord's Provisions as provided by the Landlord (fair wear and tear excepted) to the Landlord's satisfaction.

6.24 Food Licences etc. (if applicable)

Without prejudice to the generality of any other provisions in this Agreement, the Tenant shall be solely responsible for obtaining and maintaining the validity of all requisite licences relating to its business including but not limited to all necessary food licence(s) and liquor licence(s). The Tenant shall not be entitled to commence the sale of food or liquor and any related products unless and until all necessary licences are obtained. In addition, the Landlord may by written notice require the Tenant to obtain the said licences within a period of three (3) months from the date of the Landlord's notice, failing which the Landlord shall be entitled to terminate this Agreement and the Tenant shall forthwith vacate the Premises in accordance with the provisions in this Agreement.

6.25 Kitchen Installations (if applicable)

(a) Despite the fact that the kitchen installations including its associated accessories (hereinafter collectively called "**the kitchen installations**") are built and/or provided by the Landlord as part of the Landlord's Provisions, the Tenant is fully aware and agrees that the Landlord does not represent or warrant the condition, completeness, performance, functionality, quality and workmanship of the kitchen installations are suitable for the Permitted Use or the use or purposes for which the Tenant proposes to use them or for whatsoever purpose or that they can meet any licensing requirement of the Tenant's business. The Tenant shall satisfy itself or shall be deemed to have satisfied itself that such kitchen installations are suitable for the purpose for which they are to be used and that they can meet any licensing requirement of the Tenant's business and the Tenant hereby agrees that it will at its own expense apply for any requisite licence or licences permit or permits from all Government or public authorities in respect of the carrying on of the Tenant's business in the Premises and shall execute and comply with all Ordinances, Regulations, Orders, Notices or Rules made by all competent Government or public authorities in connection with the conduct of such business by the Tenant in the Premises AND the Tenant hereby further agrees to indemnify the Landlord in respect of any breach by the Tenant of this Clause.

(b) The Tenant shall not make any alterations or additions to the kitchen installations without the Landlord's consent in writing and in the event of such consent being requested it shall be a condition precedent to the granting thereof that the Tenant shall have to, upon the expiration or sooner determination of this Agreement, remove such alterations and additions and reinstate the kitchen installations back to the original condition and make good all damage caused by such removal.

(c) The Tenant shall at its own costs keep the kitchen installations in the Premises in good, clean, substantial and proper repair and condition and properly preserved.

6.26 Obligation of the Tenant re: Health and Safety and Hygiene Audits (if applicable)

(a) The Tenant shall at all times maintain the highest standards of hygiene and cleanliness in the preparation, use, handling and service of food, beverages utensils and tableware as well as food quality standard, decent table settings (applicable to food and beverage trade), quality merchandizes and products, display of merchandizes, management, customers service and operation style and ensure compliance with all statutory requirements affecting the same or the services to be provided under this Agreement generally or the state of the Premises. The Tenant shall keep the Premises in a tidy and orderly state and shall indemnify the Landlord against all costs, claims, liabilities or fines or other expenses whatsoever incurred by the Landlord as a result of the non-compliance of this Clause. Without limitation to the foregoing, the Tenant shall hire and employ a contractor nominated or approved by the Landlord to carry out regular treatment of the Premises and in particular those portions of the Premises used as kitchen(s) or for the preparation, cooking or storage of food and/or for storage

of food to eradicate and control all rodent, insects and pests and to supply the contract to the Landlord for inspection.

(b) For the better observance of this provision, the Tenant shall appoint external qualified auditors ("**Auditors**") approved by the Landlord to carry out an independent audit on health, safety and hygiene aspects on a quarterly basis during the Term. Such audit report shall contain information including but not limited to the food safety, food quality standard, hygiene standard, decent table settings (applicable to food and beverage trade), quality merchandizes and products, display of merchandizes, management, customer service and operation style to be performed consistently by the Tenant throughout the Term. The costs of appointment of the Auditors for the audit shall be borne by the Tenant.

(c) If the Landlord is not satisfied with any aspect of the audit results or if the audit results show that the Tenant fails or is otherwise unable to comply with any of the terms of this Agreement, the Tenant shall immediately close and suspend its business operation to carry out cleaning or rectification or improvement works and measures within one (1) month thereafter to the Landlord's satisfaction. After such works are completed by the Tenant, the Landlord shall be entitled to demand the Tenant to, at the Tenant's sole costs, appoint the Auditors to carry out a 2nd independent audit and submit the 2nd audit reports and results to the Landlord within five (5) days after completion of works by the Tenant.

(d) Without prejudice to the above provisions, if the Landlord is still not satisfied with any aspect of the 2nd audit results or if the 2nd audit results show that the Tenant still fails or is otherwise still unable to comply with any of the terms of this Agreement, the Tenant shall continue to close and suspend its business operation for further cleaning or rectification or improvement works and measures to the Landlord's satisfaction. The Tenant will only be permitted to resume its business operations if the Landlord is satisfied with the works carried out and completed by the Tenant and that the Tenant has fully complied with the terms of this Agreement. For this purpose, the Landlord shall be entitled to demand the Tenant to, at the Tenant's sole costs, appoint the Auditors to carry out further or additional audits after the 2nd audit to verify the Tenant's compliance with its obligations under this Agreement.

(e) For the avoidance of doubt, the Landlord's right to require a 2nd or further and additional audit(s) after any unsatisfactory audit results shall be independent of and shall not prejudice the regular audit(s) carried out pursuant to paragraph (b) above.

(f) Notwithstanding and without prejudice to the above provisions, in the event that the Landlord is not satisfied with any aspect shown in the audit and/or the audit results, the Landlord shall have the right to terminate this Agreement and the Tenant shall forthwith surrender vacant possession of the Premises to the Landlord without prejudice to the rights of the Landlord in respect of any antecedent breach of any of the covenants, terms and conditions contained herein and the Deposit paid hereunder shall be forfeited to the Landlord but

without prejudice to the Landlord's right to claim any further damages which the Landlord may incur or sustain.

6.27 Dining Tables and Chairs (if applicable)

(a) The Landlord may provide dining tables and chairs for the Tenant's use. The Landlord however makes no representation or warranty of the actual number of such dining tables and chairs to be provided but the actual number of such tables and chairs, if so provided by the Landlord, shall be separately recorded and confirmed by the parties in writing.

(b) If the number of dining tables and chairs to be provided by the Landlord does not meet the Tenant's need, it will be the Tenant's sole responsibility to arrange for sufficient dining tables and chairs. The Landlord is under no obligation whatsoever to provide any specific number of such dining tables or chairs or to replenish any of them if they should be broken during the Term.

(c) The Landlord does not represent or warrant that the tables and chairs are suitable for the Permitted Use or the use or purposes for which the Tenant proposes to use them or for whatsoever purpose and the Tenant shall satisfy itself or shall be deemed to have satisfied itself that they are suitable for the purpose for which they are to be used.

(d) The Tenant shall at its own costs keep the said dining tables and chairs in good, clean, substantial and proper repair and condition and properly preserved. The Tenant shall return the said dining tables and chairs to the Landlord upon the expiration or sooner determination of this Agreement in the said repair and condition.

6.28 Confidentiality

(a) The Tenant shall at all times keep the existence and all terms of this Agreement and all information of whatever nature in relation to this Agreement and the tenancy hereby created (collectively, the "**Information**") private and confidential.

(b) The Tenant undertakes that it shall not at any time, without the prior written consent of the Landlord (which consent can be given or withheld at the Landlord's absolute discretion or be granted subject to such conditions as the Landlord may impose), disclose or permit disclosure of any Information to any third party other than to the professional or legal advisers of the Landlord or the Tenant's professional or legal advisers or unless such disclosure is necessary for the enforcement of the terms of this Agreement or as required by law, provided that the above undertakings will be deemed to be extended to all the Tenant's employees, officers and directors and all persons and companies to whom such disclosure of the Information is made and that the Tenant shall procure its employees, officers, directors and such other persons and companies to strictly comply with the terms of this Clause.

(c) The Tenant further undertakes that it shall not at any time register or permit registration of the offer to lease pursuant to which this Agreement is executed or this Agreement at the Land Registry.

(d) Should the Tenant fail to observe this Clause 6.28, the Landlord shall have the right to claim against the Tenant for any loss or damages suffered by the Landlord by reason of the aforesaid breach.

6.29 Sale, Demolition, Refurbishment etc.

(a) Notwithstanding any provision to the contrary contained in this Agreement, if the Landlord shall at any time resolve to demolish, rebuild, renovate, refurbish or sell, assign or enter into any agreement for the sale or assignment of the Premises or the Building or any part thereof or shall resolve to develop or redevelop the Building or any part thereof (whether or not together with any adjoining or neighbouring property or sites and/or property or sites in the vicinity of the Building) or to have a change of user of the Premises and/or the Building or any part thereof (which intention shall be sufficiently evidenced by a copy of the resolution of its board of directors certified by its secretary to be a true and correct copy) then in such event the Landlord shall be entitled to give not less than 180 days' notice in writing to the Tenant to terminate this Agreement, and immediately upon the expiration of such notice this Agreement shall be determined absolutely and the Tenant shall deliver vacant possession of the Premises to the Landlord 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. The Tenant shall not be entitled to claim against the Landlord for any damages or compensation whatsoever arising from or incidental to the termination pursuant to this Clause nor any allocation of other unit(s) in the Building or other premises owned by the Landlord. For the avoidance of doubt, the expression "**Landlord**" in this Clause shall include the Landlord's successors in title and this Clause shall ensure for the benefit of the Landlord's successors in title.

(b) It is also agreed and declared that notwithstanding any other provision herein and notwithstanding any law to the contrary, any option to renew (as mentioned in this Agreement) (if any) shall (whether the same has been exercised by the Tenant or not) be extinguished and determined and/or any unexpired or unused rent-free period(s) granted to the Tenant shall be cancelled upon the service of the notice of termination pursuant to this sub-clause, and the Tenant shall deliver vacant possession of the Premises to the Landlord upon expiration of the said notice or upon expiration of the Term (whichever is the earlier). The Tenant shall not be entitled to any claim against the Landlord for any damages or compensation or any relief against such extinguishment or determination of such option to renew and/or any rent-free period(s).

(c) "**Demolish**" and/or "**Rebuild**" for the purposes of this Clause shall mean the demolition and/or rebuilding of the whole of the Building or a substantial part or parts (but not necessarily a major part) thereof whether or not including any main walls exterior walls or roof of the Premises or the Building and whether or

not any part thereof is to be re-built or reconstructed in the same or any other manner. "**Renovate**" or "**Refurbish**" or "**Develop**" or "**Redevelop**" may or may not include demolition of the Building or any part thereof.

6.30 Description of Premises

The Landlord reserves the right to change the alphabetical or numerical description of the Premises to any such description name or style as the Landlord may it its sole discretion determine at any time and/or from time to time during the Term by giving to the Tenant not less than three months' written notice of its intention to do so and the Tenant shall raise no objection thereto. The Tenant shall not be entitled by reason thereof to claim against the Landlord for any compensation or for any loss, injury, damage, annoyance or inconvenience which the Tenant may suffer.

6.31 Contracts (Rights of Third Parties) Ordinance

Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Agreement.

6.32 Green Pledge

The Tenant shall sign the Green Pledge in the tentative template as enclosed, which the Landlord shall have the sole and final discretion to amend from time to time, and abide by the obligations therein during the Term. The Tenant agrees that it shall use its best endeavours to collaborate and cooperate with the Landlord with an aim to working jointly in achieving Net-Zero emissions by 2045 and shall share its data of water, electricity and waste disposal stipulated in the Green Pledge as a part of the Tenant's obligations in this Agreement.

6.33 Tenant's Warranties

The Tenant warrants to the Landlord that, as at the date hereof and for the continuance of this Agreement:

(a) all information contained in the Tender is and will remain true, complete and accurate, and if any such information has changed, it will notify the Landlord of such change with full details in writing as soon as practicable for approval, which approval may be given or withheld at the Landlord's sole discretion.

(b) the Tenant will remain to be duly incorporated and validly existing under the laws of incorporation in its jurisdiction.

6.34 Landlord's Fixtures and Fittings

(a) The Premises includes the Landlord's furniture, fixtures, fittings and appliances particulars of which are set out in Part 2 of Schedule 4 (if applicable) (collectively, "**Landlord's Fixtures and Fittings**").

(b) The Tenant undertakes and agrees with the Landlord that:

(i) The Tenant shall take all reasonable precaution and exercise due care in the use of the Landlord's Fixtures and Fittings and shall be solely responsible for the maintenance and repair of the same;

(ii) Save and except with the prior written consent of the Landlord and save and except for the purpose of necessary repairs, no part of the Landlord's Fixtures and Fittings shall be removed from the Premises and no part of the Landlord's Fixtures and Fittings shall be altered in structure or design in any manner whatsoever;

(iii) At the termination or sooner determination of the Term created by this Agreement, the Tenant shall deliver up to the Landlord vacant possession of the Premises together with the Landlord's Fixtures and Fittings in good and tenantable repair and condition (fair wear and tear only excepted);

(iv) Whenever any of the Landlord's Fixtures and Fittings is damaged, lost or destroyed due to the act, default, omission or negligence of the Tenant, the Tenant shall forthwith at its own cost and expense make good, repair, replace or reinstate the same to the reasonable satisfaction of the Landlord;

(v) If the Tenant shall fail to or refuse to make good, repair, replace or reinstate (as the case may be) the same, the Landlord shall be entitled to deduct from the Deposit any amount representing the Landlord's cost and expenses for making good, repairing, replacing or reinstating the same; and

(vi) The Tenant shall indemnify the Landlord against all claims and demands made by any person against the Landlord and all losses and damages to person (including death) or property sustained by the Landlord or any other person caused by or through or in any way owing to the breach or non-observance by the Tenant of the terms and conditions herein on the part of the Tenant to be complied with and performed in connection with the Landlord's Fixtures and Fittings.

6.35 Counterpart

This Agreement may be executed in as many counterparts as may be necessary and each such counterpart agreement so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

6.36 Tender Documents

It is acknowledged that the Tenant issued tender documents dated [●] ("**Tender Documents**") which is accepted by the Landlord on [●] by issuing a letter of acceptance. Both the Landlord and Tenant agree that the terms in the Tender Documents are included as part of this Agreement. If the terms in this Agreement conflicts with the Tender Documents, this Agreement shall prevail.

7. DEPOSIT

The parties hereto agree that the terms and conditions set out in Schedule 7 shall apply to this Agreement and shall be deemed to be incorporated in and form an integral part of this Agreement.

8. GUARANTOR

The parties hereto agree that the terms and conditions set out in Schedule 9 (if applicable) shall apply to this Agreement and shall be deemed to be incorporated in and form an integral part of this Agreement.

9. TIME OF ESSENCE

Time shall in every respect be of the essence of this Agreement.

SCHEDULE 1

Particulars

BUILDING	:	Building [●] at the Park.
ADVANCE PAYMENT	:	HK$[●] i.e. [one (1) month's] Rent, Service Charges, Government Rent and Government Rates.
PERMITTED USE	:	For [the operation of a fully licensed restaurant]/[general retail] only under the trade name of [●] [as listed in the Tender] and for no other purpose whatsoever. [For the avoidance of doubt, the menu as listed in the Tender may be revised by the Tenant from time to time but subject always to the Landlord's prior written approval.]
BUSINESS HOURS	:	Between the hours of [●] to [●] every day on all days of the year during the Term including Sundays and public holidays. OR The Business Hours shall be as notified by the Tenant to the Landlord from time to time but subject to the Landlord's approval which may be given or withheld at its sole and absolute discretion. The initial Business Hours as agreed by the parties hereto are as follows: [●] to [●] on Mondays to Sundays including public holidays.
INSURANCE AMOUNT	:	HK$[●]

SCHEDULE 2

Service Charges

SERVICE CHARGES	:	HK$[●] per calendar month which is subject to increase by the Landlord in accordance with the terms and conditions of this Agreement.

SCHEDULE 3

Service Hours

SERVICE HOURS	:	[●] to [●] hours on Mondays to Fridays [●] to [●] hours on Saturdays to Sundays [●] to [●] hours on public holidays

The Tenant hereby acknowledges and agrees that the Landlord and/or the Manager shall have the right to review or adjust the Service Hours from time to time as the Landlord and/or the Manager may in their absolute discretion deem appropriate or necessary, and the Tenant shall raise no objection thereto.

SCHEDULE 4

Part 1

Landlord's Provisions

[to be filled in]

Part 2

Landlord's Fixtures and Fittings

[to be filled in]

SCHEDULE 5

Option to Renew

Not applicable.

SCHEDULE 6

Special Conditions

1. Reinstatement Deposit

The Landlord reserves the right to demand from the Tenant payment of a reinstatement deposit (the "**Reinstatement Deposit**") which amount the Landlord shall determine in its sole and absolute discretion from time to time during the Term. Without prejudice to any other remedy that may be available to the Landlord, the Landlord may deduct from the Reinstatement Deposit the amount of all losses and damages sustained and/or incurred by the Landlord as a result of the failure of the Tenant to reinstate (where the Landlord exercises its discretion requiring the Tenant so to do) the Premises in accordance with Clause 3.7 (*Yielding Up*) the expiration or sooner determination of the Term. The Reinstatement Deposit or the balance thereof if deduction is made upon this Special Condition [1] will be refunded to the Tenant without any interest upon the expiration or sooner determination of this Agreement within thirty (30) Working Days of the settlement of the last outstanding claim by the Landlord against the Tenant.

2. Electronic Payment

(a) The Tenant shall within [three (3) months] after commencement of the Term at its own cost and expense install an electronic payment device and other smart features as required under the Tenant's Handbook for use by its customers and patrons to the Landlord's satisfaction. The installation, design and mode of operation of such payment device and smart features shall be subject to the Landlord's approval which may be given or refused at the Landlord's absolute discretion. Any refusal or failure by the Tenant to perform or carry out this installation in accordance with this provision will be regarded as a material breach of this Agreement entitling the Landlord to terminate this Agreement without further notice and the Tenant shall not be entitled to claim against the Landlord for any loss, damages, cost or compensation by reason thereof.

(b) The Tenant shall use its best endeavor to ensure that the transactions for the sale or supply of goods and services at the Premises shall be concluded by such electronic payment device as nominated or approved by the Landlord aforesaid.

3. Smart Features

Without prejudice to any other terms of this Agreement, it is agreed by the Tenant that it shall within [six (6) months] after commencement of the Term at its own cost and expense provide and offer the following smart features ("**Smart Features**") in and at the Premises:-

(a) [Cashless payment system(s) to the intent that all transactions shall be

performed by way of electronic and cashless device(s) (apart from and in addition to Octopus and credit card transactions);]

(b) [Online/mobile food ordering and takeaway services powered by the Landlord's application systems (if any). In this connection, the Tenant is required to install and/or implement the Landlord's dedicated food ordering and payment system application to enable the feature and shall ensure that its own systems and applications are compatible with the Landlord's system;]

(c) [Touchscreen tablet, display or (customer's) mobile phone food ordering system; and]

(d) [Online/mobile ticketing or queuing system.]

The installation, design and mode of operation of such Smart Features shall be subject to the Landlord's approval which may be given or refused at the Landlord's absolute discretion and may be subject to such conditions which the Landlord deems fit to impose.

4. Any refusal or failure by the Tenant to perform or carry out its obligations under Special Conditions [2 and 3] hereinabove will be regarded as a material breach of this Agreement entitling the Landlord to terminate this Agreement without further notice and without any claim for loss, damages, cost or compensation.

5. Device

The Tenant shall permit the Landlord and all persons authorized by it to install and operate in the Premises and from time to time to inspect, repair or replace any device, sensors, data networks, system software, system hardware, associated network connection, equipment, appliance, apparatus, mechanism, instrument whether electronic or otherwise (collectively called **"the Device**") which the Landlord may deem necessary for the purpose of data collection and monitoring the Tenant's compliance with this provision in or at the Premises. The installation, design and mode of operation of the Device shall be at the Landlord's absolute discretion. The data so collected by or through the Device shall be the absolute property of and be managed by the Landlord, who may distribute, disseminate, handle or otherwise deal with the same at its absolute discretion in accordance with the law. The Tenant shall not interfere with, conceal or remove the Device. Any refusal or failure by the Tenant to comply with this provision will be regarded as a material breach of this Agreement entitling the Landlord to terminate this Agreement without further notice.

6. Agreed damages for early surrender

In the event the Tenant proposes early surrender of the Premises and the tenancy herein before expiration of the Term, such proposal shall be subject to the Landlord's consent (which it may give conditionally or reject in its absolute discretion without giving reason therefor) and subject always to the condition

that the Tenant shall pay to the Landlord a sum equivalent to the full Rent, Service Charges, Government Rent and Government Rates payable by the Tenant hereunder for the remainder of the Term as early surrender fees and/or liquidated damages for such early termination. If the Rent (partly or wholly) consist of Monthly Additional Rent (if any), the largest sum of Monthly Additional Rent previously paid by the Tenant during any month of the Term shall be adopted in calculating the surrender fees or liquidated damages payable by the Tenant hereunder. Nothing in this clause shall derogate from or in any way affect the Tenant's obligations under this Agreement.

7. [any other special terms].

SCHEDULE 7

Deposit

Part 1

DEPOSIT:	HK$[●], i.e. [three (3)]/[six (6)] months' Rent, Service Charges, Government Rent and Government Rates (the latter two items based on 8% of [three (3)]/[six (6)] months' Rent for the purpose of calculation of the Deposit payable hereunder) which is subject to increase in accordance with this Agreement and payable in the manner in accordance with this Schedule.

Part 2

1. Payment

On the date of this Agreement, the Tenant shall pay to the Landlord the Deposit (in the amount of [three (3)]/[six (6)] months' Rent, Service Charges and Government Rent and Government Rates) to secure compliance by the Tenant with this Agreement. If there is any increase in the Rent, Service Charges and Government Rent or Government Rates during the Term the Tenant shall immediately pay to the Landlord a further sum so that the total Deposit equals [three (3)]/[six (6)] months' Rent, Service Charges and Government Rent and Government Rates as so increased.

2. Deduction

(a) The Deposit shall be held by the Landlord during the Term without payment of any interest to the Tenant and the Landlord shall have the right (in addition to any other right or remedy) to deduct from the Deposit the amount of any Rent, Service Charges and other charges payable under this Agreement and any losses sustained by the Landlord as the direct or indirect result of any breach by the Tenant of this Agreement.

(b) Without prejudice to the generality of Paragraph 2(a) of this Schedule above, in the event of any early termination of this Agreement by the Tenant (save and except such early termination being previously agreed by the Landlord), the Deposit shall be absolutely forfeited to the Landlord but without prejudice to any other right or remedy hereunder of the Landlord including but not limited to right to claim damages for loss of rental for the remainder of the Term (as liquidated damages and not as penalty) as a result of the Tenant's early termination of this Agreement.

3. Further Deposit

If any deduction is made by the Landlord from the Deposit during the Term the Tenant shall immediately following demand by the Landlord make a further deposit equal to the amount deducted and failure by the Tenant to do so shall entitle the Landlord to re-enter the Premises and to end this Agreement without prejudice to any other rights or remedies the Landlord may have under this Agreement.

4. Repayment

At the expiry of the Term if there is no outstanding breach of this Agreement by the Tenant the Landlord will repay the Deposit to the Tenant within 30 Working Days after the Tenant has given to the Landlord vacant possession of the Premises. If, however, there is any breach of this Agreement by the Tenant which remains outstanding, the Landlord may apply the Deposit or an appropriate part thereof towards remedying such breach insofar as this may be possible (in addition to any other right or remedy the Landlord may have) in which event the balance of the Deposit (if any) shall be repaid to the Tenant within thirty (30) Working Days of the settlement of the last outstanding claim by the Landlord against the Tenant.

5. Transfer

If at any time during the Term, the Landlord transfers its interest in the Premises, the Landlord may transfer to the new owner the Deposit (or the balance thereof (if any) if the Landlord is entitled to exercise its right of deduction under this Agreement). Upon such transfer, the Landlord (which in this context shall exclude its assigns) shall be released from any liability or obligation under this Agreement to refund the Deposit or any balance thereof to the Tenant and the Tenant shall be entitled only to claim a refund of the Deposit or the balance thereof from the new owner.

[*This schedule is only applicable when the Rent consists of the Monthly Basic Rent and the Monthly Additional Rent*]

SCHEDULE 8

Monthly Basic Rent & Monthly Additional Rent

1. Rent

(a) The Rent for the Term payable by the Tenant shall consist of the monthly basic rent (the "**Monthly Basic Rent**") (payable in advance on the 1st day of each and every calendar month exclusive of Service Charges, Government Rent, Government Rates and other outgoings) and the monthly additional rent (the "**Monthly Additional Rent**") (if any).

(b) The Monthly Additional Rent for the Premises of the Term (if any) shall be a sum equal to the difference BETWEEN the percentage specified below (the "**Specified Percentage**") of the Gross Receipts (defined herein below) of the Tenant's business at the Premises in that calendar month and the Monthly Basic Rent payable in the manner as set out herein below provided that if the Specified Percentage of the Gross Receipts of any calendar month does not exceed the Monthly Basic Rent in that calendar month, no Monthly Additional Rent is payable for that calendar month but any deficit shall not be carried over to the succeeding month.

Particulars of the Monthly Basic Rent and the Specified Percentage are as follows:-

Year	Monthly Basic Rent	Specified Percentage
Years [●] to [●]	HK$[●]	[●]%

(c) A provisional Monthly Additional Rent in respect of any calendar month (if any) shall be paid in arrears by the Tenant in respect of the Gross Receipts of the Tenant's business during the relevant calendar month by the 15th day of the immediately following calendar month and the following provisions shall apply for the purpose of determining the Monthly Additional Rent:-

(i) The Tenant shall throughout the Term keep or cause to be kept complete and accurate and true record of Gross Receipts in each month;

(ii) The provisional Monthly Additional Rent for a calendar month shall be the sum equivalent to the difference between the Specified Percentage (set out in sub-clause (b) above) of the Gross Receipts of the Tenant's business at the Premises during the relevant calendar month less the Monthly Basic Rent for that calendar month;

(iii) The payment of provisional Monthly Additional Rent in accordance with the provisions above shall be accompanied by:

(1) a statement (or any additional information that the Landlord may from time to time require) as to the actual amount of Gross Receipts of the Tenant's business during the month in respect of which it is payable (the "**Statement**"); and

(2) extract of daily records of Gross Receipts during the month in respect of which it is payable kept in accordance with sub-clause (c)(i) above;

Provided that such Statement and extract of daily records, if and whenever required by the Landlord to be certified, shall be so certified by the Tenant's external auditors or external accountants nominated or approved by the Landlord at the Tenant's costs and expenses (the "**Approved Auditors/External Accountants**").

Where no provisional Monthly Additional Rent is payable, the Tenant is still obliged to submit to the Landlord the Statement as to the actual amount of Gross Receipts and extracts of daily records of Gross Receipts of the Tenant's business by the 15th day of the immediately following calendar month.

(iv) (1) Within one hundred and eighty (180) days of the expiration of each calendar year of the Term the Tenant shall at its own costs and expenses supply the Landlord with a Statement as to the actual amount of the Gross Receipts of the Tenant's business for the said period which Statement shall be certified by the Approved Auditors/External Accountants.

(2) Within one hundred and eighty (180) days of the expiration or sooner determination of the Term, the Tenant shall at its own costs and expenses supply the Landlord with a Statement as to the actual amount of the Gross Receipts of the Tenant's business for the Term which Statement shall be certified by the Approved Auditors/External Accountants.

The aforesaid Statement(s) so certified by the Approved Auditors/External Accountants shall hereinafter be referred to as the "**Certified Statement**".

(v) If the actual total sum paid as provisional Monthly Additional Rent for the Term (if any) shall exceed the actual Monthly Additional Rent payable for the Term calculated based on the Certified Statement, the Landlord shall refund to the Tenant such sum paid by the Tenant in excess of the Monthly Additional Rent and such refund shall be made within thirty (30) Working Days of the Landlord's receipt of the Certified Statement, and if the actual total sum paid as provisional Monthly Additional Rent for the Term shall be less than the actual Monthly Additional Rent payable for the relevant calendar year calculated based on the Certified Statement, the Tenant shall pay to the Landlord such sum which has fallen short of the Monthly

Additional Rent payable within 14 days of the Landlord's notice to the Tenant on such shortfall.

(vi) The Landlord may at all times at its own expense itself appoint auditors and the Tenant shall at all times upon prior appointment make its books and records available to any such auditors. If such audit shall show that the Tenant's Statement of Gross Receipts and extract of daily records under sub-clause (c)(iii) are at variance with the actual Gross Receipts of the Tenant's business to the extent of one percent (1%) or more resulting in a deficiency in the Monthly Additional Rent (if any), the Tenant shall pay to the Landlord within ten (10) days after demand the reasonable costs of the said audit at current market price in addition to the deficiency.

(vii) For the purpose of calculating the Monthly Additional Rent (if any), "**Gross Receipts**" shall mean the aggregate of all sums of money or other consideration received or receivable in each month for all goods, food, beverages, drinks sold, leased, hired or otherwise disposed of and for all services sold or performed and from all trades and businesses of any nature whatsoever conducted at in from or upon the Premises by the Tenant without deduction whatsoever and without prejudice to the generality of the above shall include but not limited to :-

(1) all amounts received or receivable from the sale or collection of goods and/or services from or at the Premises or any part thereof;

(2) all amounts received or receivable from orders which originate or are received or accepted at or from the Premises notwithstanding that delivery or performance is made at or from any place other than the Premises and notwithstanding the payment is made to a person other than the Tenant;

(3) all amounts received or receivable from orders, sale or purchase of goods and/or services solicited off the Premises by persons operating from or reporting to the Premises or any part thereof;

(4) all amounts received or receivable from sale and services which the Tenant in the normal and customary course of the Tenant's operations would or should be credited or attributed to the business of the Tenant at the Premises;

(5) all amounts received or receivable in respect of sales made and services performed by or through machines and other device in the Premises;

(6) all amount of any service charge levied or imposed by the Tenant on goods sold, services performed or otherwise disposed of and paid by customers;

(7) any other income derived by the Tenant in respect of the Premises;

(8) if any business includes or involves (inter alia) selling cash, gift, festive product or other coupons AND redemption of cash, gift, festive product or other coupons (irrespective of where such coupons are sold and purchased or given and obtained at the Premises for goods, service or money) the total proceeds of the sale of the said coupons in the Premises OR the total value of the goods, service or money redeemed in the Premises as aforesaid, shall be included in the Gross Receipts notwithstanding anything mentioned as aforesaid; and

(9) the value of the goods collected and the service redeemed or utilized in the Premises as purchased or ordered online or via internet or other non-traditional means shall be included in the Gross Receipts.

Provided always that:

(i) every sale or transaction on credit terms or an instalment basis shall be deemed to be a sale or transaction for the full cash price at the date the transaction is first made irrespective of time or times the Tenant receives payment;

(ii) every deposit by customer shall be included in the Gross Receipts at the time of receipt and shall only be deducted if any when repaid;

(iii) if any sale order or transaction for goods and/or services is received by the Tenant on the Premises or any part thereof, the revenue attributable to such order or transaction shall constitute part of the Gross Receipts even if, for the purposes of such order or transaction, the goods and/or services are not supplied from the Premises;

(iv) if any sale order or transaction for goods and/or services is received outside of the Premises, the revenue attributable to such order or transaction shall constitute part of the Gross Receipts if, for the purposes such order or transaction, the goods and/or services are supplied from the Premises or any part thereof;

(v) in calculating the amount of the Gross Receipts, no deduction shall be made for bad or doubtful debts or (in case of sale orders or transactions paid by credit card) discounts or commissions payable by the Tenant to the provider of such credit; and

(vi) the value of any goods, service or money redeemed in the Premises as aforesaid shall only be included in the Gross Receipts only if the value of the relevant coupon so redeemed has not been included as Gross Receipts under Paragraph 1(c)(vii)(8).

(d) The Tenant shall carry on the Tenant's business at the Premises to the best of its ability and ensure that the fullest and most profitable use is made of the Premises in order to maximize the Gross Receipts.

(e) Irrespective of the manner in which the Monthly Additional Rent payable by the Tenant hereunder (if any) is calculated, the Tenant shall throughout the Term keep proper books of account and records in respect of the Tenant's business at the Premises in no less detail than that required of companies by the Companies Ordinance including a record at the Premises showing in detail the Gross Receipts in each month as defined and such books of account and records shall be made available at any time for inspection on demand by any person duly authorized in writing by the Landlord. The books of account and records shall be written up on a regular basis and shall supply details of such Gross Receipts to the Landlord on or before 15th day of the immediately following month.

(f) Reference in this Agreement to "Rent" shall (unless expressly excluded) be deemed to include the Monthly Additional Rent hereinbefore provided for (if any).

2. [For the purpose of Schedule 5 in this Agreement in respect of the New Additional Rent, the percentage(s) of the Gross Receipts shall be mutually agreed between the parties at least two (2) months before commencement of the [1st] New Term [and the 2nd New Term], failing such agreement the percentage of Gross Receipts shall be decided by the Landlord whose decision shall be final and binding on the parties.] *[Applicable if there are more than 1 option to renew]*

SCHEDULE 9

Guarantor

[Insert Guarantor information or put "Not applicable." if there is no Guarantor.]

The Tenant has on [DATE] procured the following person(s) / entity(ies) to execute Deed(s) of Guarantee in favour of the Landlord to, inter alia, unconditionally and irrevocably guarantee the Tenant's performance and observance of this Agreement and indemnify the Landlord against all losses and damages in connection with any breach or default by the Tenant of this Agreement.

[In case of an individual] [Name], holder of [Hong Kong Identity Card No./Country Passport No.][*], of [Address]

[In case of a company] [Name], a company incorporated in [Hong Kong] with company no.[*], whose [registered office/principal place of business in Hong Kong] is situate at [Address].

Plan

[to be inserted]

EXECUTED by the parties on the day and year first above written.

SIGNED by)
)
)
)
)
For and on behalf of the Landlord)
whose signature is verified by:)

SIGNED by)
)
)
)
)
_____)
(Name and Title)
For and on behalf of the Tenant
in the presence of

_____
Authorised Signatory
(Please affix company chop)

_____
Witness Signature
Witness Name:

RECEIVED on or before the day and year first above written of and from the Tenant the Deposit in the total sum of HONG KONG DOLLARS [●] ONLY

HK$[●]

_____
Landlord

Dated _____

HONG KONG-SHENZHEN
INNOVATION AND TECHNOLOGY PARK LIMITED
(港深創新及科技園有限公司)
as Landlord

and

[●]
(●)
as Tenant

TENANCY AGREEMENT

of

Shop[s] [●] of the [●] Floor of Building [●],
Hong Kong-Shenzhen Innovation and Technology Park,
Lok Ma Chau Loop, New Territories, Hong Kong