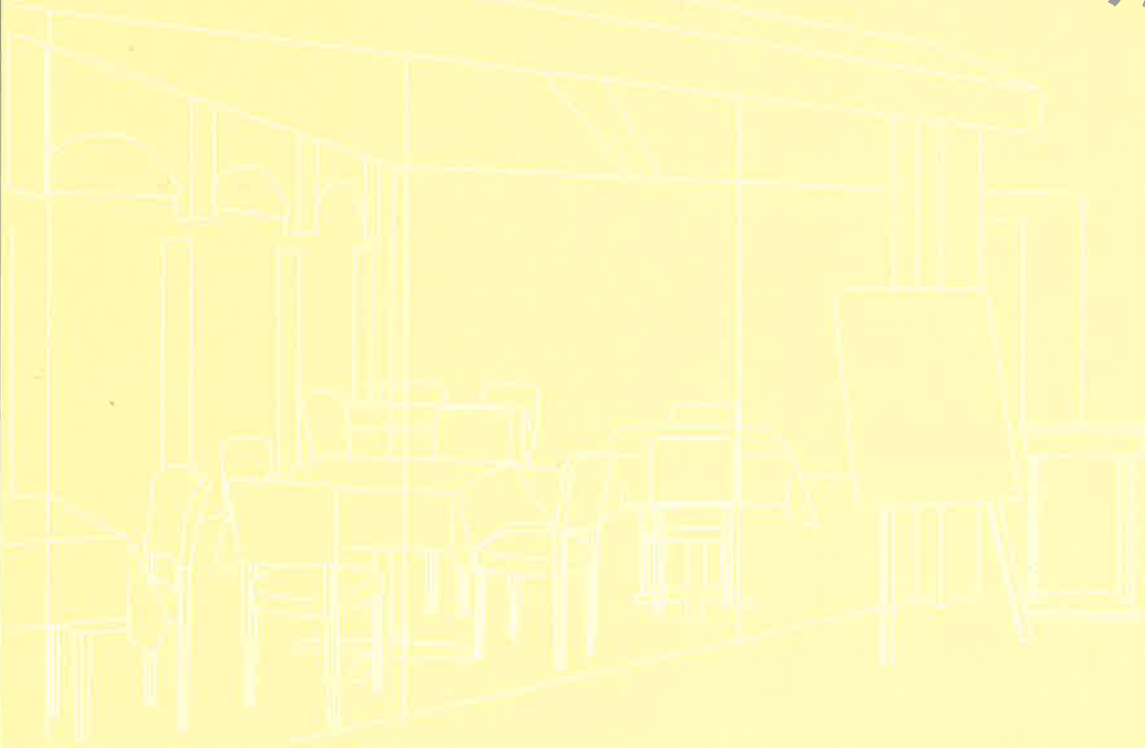


HARBOUR CITY
海港城



Restaurant

Lease

OCEAN TERMINAL, HARBOUR CITY

Premises : Shop OTE 101, Ground Floor ,

Tenant : Betula Profit Holdings Limited ,

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#5.



This LEASE made the 15th day of August in the year of 2022 BETWEEN the party described as the Landlord in the Schedule hereto (hereinafter called "the Landlord") of the one part and the party named and described as the Tenant in the Schedule hereto (hereinafter called "the Tenant") of the other part.



WITNESSETH as follows :-

SECTION I

INTERPRETATION AND AGREEMENT

1 1(1) Interpretation

In this Lease the expressions set out in the Schedule hereto shall where the context so admits have the meanings respectively ascribed to them therein.

1(2) Headings and index

The headings and index are intended for guidance only and do not form part of this Lease nor shall any of the provisions of this Lease be construed or interpreted by reference thereto or in any way affected or limited thereby.

1(3) Gender

Unless the context otherwise requires words herein importing the masculine gender shall include the feminine and neuter and vice versa and words herein in the singular shall include the plural and vice versa.

2 Term premises rent and charges

The Landlord hereby demises unto the Tenant All Those the said premises as delineated in pink on the plan(s) annexed hereto Together with the use in common with the Landlord and all others having the like right of :-

2(1) the entrances staircases landings passages and toilets in the said building and

2(2) the lifts and escalators in the said building whenever the same shall be operating, insofar as the same are necessary for the proper enjoyment of the said premises but except

as the Landlord may from time to time restrict such use YIELDING AND PAYING therefor throughout the said term the rent air-conditioning charge service charge and promotional charge (all of which are unless the context otherwise requires hereinafter included under the term "rent") as are set out in the Schedule which sums shall be payable exclusive of Government rent and rates and other out-goings and in advance on the first day of each calendar month the first of such payments to be apportioned according to the number of days then unexpired in the month in respect of which such payment is due and the last of



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which such payment is due and the last of such payments to be apportioned according to the number of days of the said term remaining in the month in respect of which such payment is due.

SECTION II

RENT AND OTHER CHARGES

The Tenant hereby covenants with the Landlord as follows :-

1 Rent and charges

- 1(1)** To pay the rent air-conditioning charge service charge and promotional charge on the days and in the manner hereinbefore provided for payment thereof without deduction or set off (whether legal equitable or otherwise) and in banknotes or by bankers order if so required by the Landlord.
- 1(2)** The Landlord shall be entitled at any time and from time to time during the said term to serve a notice upon the Tenant increasing any of the air-conditioning charge service charge and promotional charge by an amount which the Landlord shall deem appropriate having regard to all or any of the elements affecting the cost of providing the respective services, and thereafter such increased charge or charges shall be payable in lieu of the charge or charges provided for above and the Landlord's assessment of the appropriate increase shall be conclusive and binding on the Tenant.

2 Government rent and rates

- 2(1)** To pay and discharge all Government rent and rates taxes assessments duties charge impositions and outgoings of an annual or recurring nature now or hereafter to be assessed imposed or charged by the Government of the Hong Kong Special Administrative Region or other lawful authority upon the said premises or upon the owner or occupier thereof (Property tax only excepted).
- 2(2)** In the event an assessment to Government rent and rates in respect of the said premises shall be raised upon the Landlord direct the Landlord shall during the month immediately preceding any quarter in respect of which such Government rent and rates may fall due be at liberty to debit the Tenant with the amount thereof and the same shall forthwith be paid by the Tenant to the Landlord whereupon the Landlord shall account for the same to the Government of the Hong Kong Special Administrative Region.
- 2(3)** In the event that no valuation of the said premises shall have been made in accordance with the Rating Ordinance (Cap.116) or any statutory amendment or modification thereof for the time being in force the Landlord shall be at liberty to make an interim valuation thereof and to debit the Tenant with the amount which



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would be payable upon such interim valuation and the same shall forthwith be paid by the Tenant to the Landlord and any over-payment or under-payment by the Tenant on such interim valuation shall be adjusted when a valuation under the Rating Ordinance shall have been made known.

2(4) The Landlord shall be entitled to treat non-payment of any amount debited to the Tenant in accordance with the foregoing provisions of this Clause or any part thereof in all respects as non-payment of rent under this Lease.

3 Gas water and electricity charges

To pay and discharge all charges for gas water and electricity consumed in the said premises including charges for any air-conditioning fan-coil units/air handling units installed therein and operated from the Tenant's own metered electricity supply.

SECTION III

TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows :-

1 Compliance with Ordinances

To obey and comply with all ordinances regulations bye-laws rules and requirements including the maintaining in force of all necessary licences of and from any Governmental or other competent authority relating to the conduct and carrying on of the Tenant's business on the said premises or to any other act deed matter or thing done permitted suffered or omitted therein or thereon by the Tenant or any employee agent contractor or licensee of the Tenant and to notify the Landlord forthwith in writing of any notice received from any statutory or public authority concerning or in respect of the said premises or any services supplied thereto.

2 Fitting out and the subsequent works

To fit out and to renovate the said premises in accordance with such plans and specifications as shall have been first submitted to and approved in writing by the Landlord in a good and proper workmanlike fashion and in carrying out any approved work hereunder the Tenant shall and shall cause its servants agents contractors and workmen to cooperate fully with the Landlord and/or its building manager including their/its servants agents contractors and workmen and to obey and comply with all instructions and directions which may be given by the Landlord's architect or by the building manager if appointed by the Landlord or their authorized representative in connection with the carrying out of such work provided that the Tenant shall not at any time during the said term without the prior written consent of the Landlord :-

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2(1) Installations and alterations

erect install remove or alter any fixtures partitioning or other erection or installation in the said premises or any part thereof or in any other part of the said building or without the like consent make or permit or suffer to be made alterations in or additions to the electrical or gas installations and wiring or piping or to the air conditioning plumbing drainage fire fighting/detection or security systems or install or permit or suffer to be installed any equipment apparatus or machinery which requires any additional electrical/gas mains wiring/piping or which consumes electricity/gas not metered through the Tenant's separate meter or which imposes a weight on any part of the flooring in excess of that for which it is designed, it being agreed that the Landlord shall be entitled to prescribe the maximum weight and permitted location of safes and other heavy equipment and to require that the same stand on supports of such dimensions and material to distribute the weight as the Landlord may deem necessary, nor

2(2) Damage to walls ceilings and floors

drive or insert or permit or suffer to be driven or inserted any nails screws hooks brackets or similar articles into the doors ceilings windows walls beams floors structural members or any part of the fabric of the said premises or any of the plumbing or sanitary or air-conditioning or fire fighting/detection apparatus or installation therein nor cut maim injure drill into mark or deface the same or permit or suffer the same to be cut maimed injured drilled into marked or defaced, nor

2(3) Floor covering

lay or use any floor covering or do anything which may damage or penetrate the existing flooring floor screed or slab.

3 Good repair of interior

To keep all the interior of the said premises including the flooring and interior plaster or other finishes or rendering to walls floors and ceilings and the Landlord's fixtures therein and all additions thereto and including all shopfronts doors windows electrical and gas and plumbing installations and wiring and piping in good clean and tenantable repair and condition and properly preserved and painted and so to maintain the same throughout the said term at the expense of the Tenant and to the satisfaction of the Landlord and subject to Clause 29 of Section III to deliver up the same to the Landlord at the expiration or sooner determination of the said term in like condition.

4 Replacement of shopfronts windows etc.

To reimburse to the Landlord or the building manager if appointed by the Landlord the cost of replacing all broken and damaged shopfronts windows and glass whether or not the same be broken or damaged by the negligence of the Tenant.

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5 Repair of electrical installation

To repair or replace any electrical installation or wiring of the Tenant if the same becomes dangerous or unsafe or if so reasonably required by the Landlord or by the relevant utility company and in so doing the Tenant shall use only a contractor nominated by the Landlord in writing for the purpose.

6 Repair of gas installation

To repair or replace any gas installation or piping of the Tenant if the same becomes dangerous or unsafe or if so reasonably required by the Landlord or by the relevant utility company and in so doing the Tenant shall use only a contractor nominated by the Landlord in writing for the purpose.

7 Landlord's nominated contractors

In carrying out any work to the electrical or gas installation or to the air-conditioning plumbing drainage fire fighting/detection building automation and/or security systems, the Tenant shall use only those contractors nominated by the Landlord in writing for the purpose and the Tenant shall pay to the Landlord as the Landlord's handling fee a sum equivalent to 10% of the price payable to the relevant nominated contractor(s) for carrying out such work, such fee to be payable on demand whenever made by the Landlord and in instalments if so required by the Landlord. Without prejudice to the foregoing provisions of this Clause, the Tenant shall not commence any such work unless and until the Tenant has paid 10% of the quoted price of the relevant nominated contractor(s) for carrying out the relevant work on account of the Landlord's aforesaid handling fee.

8 Maintenance of toilet facilities

To keep all toilet facilities (including but not limited to sanitary and water apparatus) used exclusively by the Tenant and its servants agents licensees and customers in good clean and tenable repair and condition to the satisfaction of the Landlord and in accordance with the regulations or bye-laws of all Public Health and other Government Authorities concerned and to be wholly responsible for the provision of toilet tissues and other toiletries to such toilet facilities.

9 Maintenance of kitchen equipment

9(1) To keep the kitchen and cooking equipment plumbing and drains used exclusively by the Tenant and his servants agents and licensees in good clean and tenable repair and condition to the satisfaction of the Landlord and in accordance with the regulations or by-laws of all Public Health and other Government Authorities concerned. In particular, without prejudice to the generality of the foregoing, the Tenant shall :-

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- (i)** install and maintain at all times hoods over all cooking equipment in the kitchen in the said premises together with suitable grease filters installed;
 - (ii)** install and maintain water scrubber equipment to suit the said premises for the purpose of removing amongst other things grease from the exhausts and all exhaust from the kitchen is to pass through the water scrubber in the first instance;
 - (iii)** maintain all grease traps and submersible waste water pumpset at the periphery within and/or serving the kitchen in the said premises in good, clean working condition and free from blockage and obstruction and inspect and carry out cleaning work by professional cleaning contractor at such interval as may be demanded or directed by the Landlord and in any event not less than once weekly with cleaning records available for inspection upon demand by the Landlord;
 - (iv)** install and maintain all necessary grease filters of the exhaust hoods in the kitchen in the said premises in good, clean working condition and free from blockage and obstruction and inspect and carry out cleaning work by professional cleaning contractor at such interval as may be demanded or directed by the Landlord and in any event not less than once weekly with cleaning records available for inspection upon demand by the Landlord;
 - (v)** maintain all air-transfer grilles throughout the said premises in good clean working order and not block off the same and regularly inspect and clean the same and keep them free from blockage and obstruction;
 - (vi)** install and maintain screw-in grease valves in all ducting throughout the said premises and regularly inspect and clean the same at least once monthly and keep them in good working order and free from blockage and obstruction;
 - (vii)** install and maintain carbon filter equipment sized and designed as suitable for the said premises for the purpose of removing and extracting odours through the exhaust system in good, clean working condition and free from blockage and obstruction and inspect, clean, maintain and replace the filter elements and blower of exhaust fan at such frequency as recommended by the manufacturer/supplier and/or at such frequency as requested by the Landlord;
 - (viii)** install and maintain Electrostatic Precipitator (with auto wash function and interlock device which is automatically turned on once the cooking appliances are in use) in good clean working condition and free from blockage and obstruction and inspect clean the same at such frequency as recommended by the manufacturer/supplier and/or at such frequency as requested by the Landlord; and
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(ix) install and maintain UV-C type odor grease removal system (or other equivalent as approved by Landlord) in the kitchen in the said premises. The UV-C lamps assemblies and ballasts etc. shall be imported from Europe with the safety, quality and environmental compliance certificates and clean at least monthly or at such frequency as requested by the Landlord and replaced at such frequency as recommended by the manufacturer/supplier and/or at such frequency as requested by the Landlord.

9(2) The Tenant shall ensure that all the equipment referred to in Clause 9(1) of this Section III shall be of a design and type approved by the Landlord and shall be designed to suit the requirements of the said premises used as a restaurant. The Tenant shall carry out cleaning work in the presence of and/or under the supervision or direction of the Landlord and/or its duly authorized agent if so required, and shall submit regular maintenance record to the Landlord in such form with such details at such time as may be required by the Landlord.

9(3) The Tenant shall at its cost enter into and maintain in force proper maintenance contracts with contractors nominated by the Landlord in respect of all the equipment referred to in Clause 9(1) of this Section III and shall ensure full and proper compliance by the appropriate maintenance contractor of the provisions of the contracts in question.

10 Exhaust fans

To reimburse to the Landlord the cost of maintaining in good clean working order all exhaust fans fresh air supply fans fan rooms exhaust ducting fresh air supply 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 sole use of the Tenant.

11 Common exhaust duct grease traps

To permit the Landlord and/or the building manager if appointed by the Landlord and their respective servants agents and/or contractors to enter upon the said premises as and when so required for the purposes of cleaning the common exhaust duct grease traps serving the said premises and other restaurants in the said building and such work to be carried out by or on behalf of the Landlord and/or the building manager if appointed by the Landlord at the expense of the Tenant and the proprietors of the other restaurants served by the common exhaust duct grease traps and the cost thereof to be apportioned amongst the restaurant tenants by the Landlord on a fair and equitable basis and the Landlord's apportionment shall be final and binding on the Tenant.

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12 Biochemical treatment

To permit the grease traps serving the said premises to be treated biochemically from time to time as and when required by the Landlord and by contractors nominated by the Landlord and the costs of such treatment to be borne solely by the Tenant. A copy of the valid licence for discharge in accordance with Sections 19 & 20 of the Water Pollution Control Ordinance should be submitted to the Landlord and/or the building manager if appointed by the Landlord from time to time.

13 Cleaning of drains

To pay to the Landlord on demand all costs incurred by the Landlord and/or the building manager if appointed by the Landlord in cleaning clearing repairing or replacing any of the drains pipes or sanitary or plumbing apparatus choked or stopped up owing to the careless or improper use or neglect by the Tenant or any employee agent licensee or customer of the Tenant. A copy of the valid discharge licence should be submitted to the Landlord and/or the building manager if appointed by the Landlord from time to time.

14 Responsibility for defects

To be wholly responsible for and to indemnify the Landlord against any loss damage or injury caused to any person whomsoever or any property whatsoever or illness or sickness contracted by any person whomsoever whether directly or indirectly :-

- 14(1)** through the defective or damaged condition of any part of the interior of the said premises or any equipment fittings fixtures wiring or piping therein or any equipment apparatus installation whatsoever which are used and enjoyed exclusively by the Tenant and its servants agents licensees and customers whether the same shall be in or at the said premises or otherwise, or
- 14(2)** through or in any way owing to the spread of fire or smoke or the leakage or overflow of water including storm or rain or tap water into or from the said premises or any part thereof, or
- 14(3)** through the negligence or the act neglect default or omission of the Tenant, or
- 14(4)** through the use of the said premises by the Tenant, or
- 14(5)** through the operation by the Tenant of its business at or from the said premises.

15 Third party insurance

To effect and maintain throughout the said term insurance cover in respect of the Tenant's obligations under Section III Clause 14 with a reputable insurance company to the satisfaction of the Landlord and to produce to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully

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paid up and in all respects valid and subsisting in default of which the Landlord shall be entitled (but not obliged) at the Tenant's expense to effect such insurance cover. The policy of such insurance shall be in the name of the Tenant and endorsed to show the interest of the Landlord in the said building and shall be in such amount as the Landlord shall from time to time stipulate and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled modified or restricted without the prior written consent of the Landlord.

16 Insurance of contents

To be wholly responsible for any loss or damage to property within the said premises including without limitation all furniture fixtures fittings goods chattels samples personal effects contents and stock and to effect with a reputable insurance company adequate insurance cover for the same in their full replacement value against all risks including without limitation those risks perils or under circumstances for which the Landlord's liability is expressly or impliedly excluded under this Lease. The Tenant undertakes to produce and make available to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting.

17 First class shopping and commercial complex

To furnish first class service to patrons and customers and to conduct the business of the Tenant so as not to prejudice the goodwill and reputation of the said building as a first class hotel, residential, shopping and commercial complex. In particular but without limited to the generality of the foregoing the Tenant shall :-

- 17(1)** keep the said premises open for business throughout the Normal Business Hours as referred to in Clause 12 of the Schedule to this Lease;
- 17(2)** not utilise any unethical business practice in the conduct of its business or otherwise;
- 17(3)** not permit any touting or solicitation for business or the distribution of any pamphlets or advertising matter to be conducted at or near the said premises or in any other part of the said building;
- 17(4)** at all times maintain on the said premises an adequate supplies of food and beverages to meet demands of its customers;
- 17(5)** at all times maintain good order within the said premises and not sponsor arrange or promote or join or participate in any entertainment gathering or meeting within the vicinity of the said premises which in the opinion of the Landlord and/or the building manager if appointed by the Landlord is not properly conducted or is likely to cause a nuisance or disturbance or to damage the goodwill and reputation of the said building if it is allowed to continue; and

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17(6) implement such measures, including but not limited to the employment of security officers throughout the said premises, as may be required by the Landlord and/or the building manager if appointed by the Landlord from time to time for the control of the numbers and behavior of the Tenant's customers, to avoid any nuisance or conduct by them which in the opinion of the Landlord and/or the building manager if appointed by the Landlord is or may be annoying or offensive to the occupants of or visitors to the said building.

17(7) at its own costs install such Wi-Fi facilities as shall be prescribed by the Landlord (including connection and installation) within the said premises during the term herein created which could be accessed for use by the public (without any limitation or restriction to its use) within and inside the said premises free of charge and shall be responsible for the costs of providing and running the Wi-Fi facilities services to the public and for the costs of repair and maintaining the facilities and for paying the relevant fees and expenses to the relevant supplier (if any).

18 Protection from typhoons

To take all reasonable precautions to protect the interior of the said premises against damage by storm typhoon heavy rainfall or the like and in particular to ensure that all exterior doors and windows are securely fastened upon the threat of such adverse weather conditions.

19 Entry by Landlord

19(1) To permit the Landlord or the building manager if appointed by the Landlord and all persons authorized thereby at all reasonable times upon prior notice to enter the said premises for the following purposes :-

- (i) to view the state of repair of the said premises to take inventories of the fixtures therein to carry out any works repairs or maintenance which require to be done;
- (ii) to inspect the Tenant's books documents vouchers or records and to install and operate the devices and equipment as more particularly mentioned in Clause 2(7) and Clause 2(8) of Section XI; and
- (iii) to show the said premises to prospective tenants during the last three months of the said term or to prospective purchasers at any time during the said term.

19(2) In the event of an emergency the Landlord its servants or agents may enter the said premises without notice and forcibly if need be.

20 Notice to repair

On receipt of any notice from the Landlord or the building manager if appointed by the Landlord specifying any works or repairs which require to be done and which are the responsibility of the Tenant hereunder forthwith to put in hand and execute the same with all possible despatch and without any delay. Failure by the Tenant so to do will entitle the Landlord or the building manager if appointed by the Landlord or their servants or agents to enter upon the said premises and forcibly if need be to carry out such works or repairs at the sole expense of the Tenant.

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21 Outside windows

To keep all outside windows closed and fastened.

22 Inform Landlord of damage

To give notice in writing to the Landlord or its agent of any damage that may be suffered to the said premises or to persons thereon and of any accident to or defects in the water pipes gas pipes electrical wiring or fittings fixtures or other facilities provided by the Landlord.

23 Regulations

To observe and comply with such regulations as the Landlord and/or the building manager if appointed by the Landlord may introduce for the better operation and management of the said building as a hotel, residential, shopping and commercial complex.

24 Cleaning contractors

To engage as cleaning contractors for the said premises only such contractors as may be nominated by the Landlord. Such cleaning contractors shall be engaged at the sole expense of the Tenant.

25 Directory boards

To pay the Landlord immediately upon demand the cost of affixing repairing altering or replacing as necessary the Tenant's name on the directory boards provided by the Landlord.

26 Service entrances and lifts

To load and unload goods and merchandise only at such times and through such service entrances and by such service lifts as shall be designated by the Landlord and/or the building manager for this purpose from time to time.

27 Refuse and garbage removal

To be responsible for the removal of garbage and refuse from the said premises to such location as shall be specified by the Landlord or the building manager if appointed by the Landlord from time to time and to use only that type of refuse container as is specified by the Landlord or the building manager if appointed by the Landlord from time to time. In the event of the Landlord or the building manager if appointed by the Landlord providing a collection service for garbage and refuse the same shall be used by the Tenant to the exclusion of any other similar service and the use of such service provided by the Landlord or the building manager if appointed by the Landlord shall be at the sole cost of the Tenant.

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28 Title deeds

To observe and perform the covenants terms conditions and restrictions under which the said Lots are held from the Government of Hong Kong Special Administrative Region or as referred to in any deed of mutual covenants or other deed or instrument affecting the said building for the time being in force (whether or not executed prior to the date of this Lease) so far as they relate to the said premises or the use thereof or the use of the common areas and facilities of the said building but except always to the extent that the Landlord is obliged to observe and comply with the same pursuant to Section IV.

29 Yield up premises and handover

29(1) At the expiration or sooner determination of this Lease to deliver up to the Landlord vacant possession of the said premises notwithstanding any rule of law or equity to the contrary together with such fittings fixtures alterations or additions thereto as the Landlord in its absolute discretion may be willing to retain but without payment of any compensation for such fittings fixtures alterations or additions and deliver to the Landlord all keys giving access to all parts of the said premises.

29(2) The Tenant shall be entitled to remove its own trade fixtures subject to making good all damage including damage to the decoration caused by such removal and shall if required by the Landlord at the Tenant's own costs and expenses remove all the Tenant's fittings fixtures alterations or additions in or to the said premises or any part thereof and reinstate the said premises to their original state and condition with Landlord's standard specifications.

29(3) If the Tenant shall upon commencement of this Lease have agreed to accept any fittings, fixtures, alterations or additions which shall have been installed or made by any previous occupiers of the said premises, the Landlord shall have the right to require the Tenant to remove any or all of such fittings, fixtures, alterations or additions in existence prior to the date of commencement of this Lease and to make good any damage to the said premises caused thereby including any installation or alteration of such fittings, fixtures, alterations or additions made by the Tenant during the term of this Lease.

30 Indemnity against breach

To keep the Landlord and/or the building manager if appointed by the Landlord indemnified from and against all actions claims losses damages and expenses arising from any breach non-observance or non-performance of any of the agreements or covenants on the part of the Tenant herein contained or from the operation by the Tenant of its business at or from the said premises or from the use of the said premises or of the electrical or gas installation or apparatus therein or out of any works carried out at any time during the said term to the said premises or out of anything now or during the said term attached to or projecting from the said premises or arising from the negligence or the act neglect default or omission of the Tenant.

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SECTION IV

LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows :-

1 Quiet enjoyment

That upon the Tenant paying the rent on the days and in the manner herein provided for payment of the same and observing and performing the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

2 Property tax

To pay the property tax payable in respect of the said premises



3 Building management services

To carry out or arrange for such building management services as the Landlord may in its absolute discretion think fit with a view to maintaining the said building as a first class hotel, residential, shopping and commercial complex.

4 Promotional services

To carry out or arrange for such promotional services and activities as the Landlord may in its absolute discretion think fit including :-

- 4(1)** advertising and promotion of the said building whether alone or collectively with other buildings;
- 4(2)** publicity for the facilities and activities of the said building whether alone or collectively with other buildings and the businesses of the tenants and occupiers therein; and
- 4(3)** publication and distribution of magazines, brochures, circulars and other material relating to the said building whether alone or collectively with other buildings and its facilities and promotions.

5 Facilities

To use its reasonable endeavours or arrange for the building manager if appointed by the Landlord to use its reasonable endeavours to maintain the lifts escalators and fire fighting/ detection and air-conditioning plant and other facilities of the said building in proper working order.

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6 Air-conditioning services

Subject to Clause 5 of this Section IV and to Clauses 1(1) and 1(2) of Section VI to provide or arrange for air-conditioning services to the said premises during Normal Business Hours. If the Tenant shall require additional air-conditioning services outside the times specified the Landlord shall on receiving reasonable notice of the Tenant's requirements and subject as aforesaid provide the same to the Tenant or request the building manager if appointed by the Landlord to arrange for the same. The charges for air-conditioning services outside the times specified shall be determined by the Landlord or the building manager if appointed by the Landlord and notified to the Tenant from time to time.

7 Directory boards

To supply directory boards and to allot space thereon for the Tenant's name to be affixed in such uniform lettering or characters as shall be designated by the Landlord.

SECTION V

RESTRICTIONS AND PROHIBITIONS

The Tenant hereby covenants with the Landlord as follows:-

1 Damage to common areas

Not to damage injure or deface any part of the fabric or walls or roof of the said building or of the common areas stairs and lifts and other facilities of the said building.

2 Floor loading

Not to load the floor of the said premises or any part thereof beyond the designed weight as stated in Clause 5 of the Schedule hereto.

3 Air-conditioning units

Not to install air-conditioning units at the said premises without the prior written consent of the Landlord.

4 Structural stability

Not to dig any hole or holes in or otherwise damage the concrete floor slab of the said premises.

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5 Locks

Not without the prior written consent of the Landlord to alter the existing locks bolts and fittings on the entrance doors to the said premises nor to install any additional locks bolts or fittings thereon.

6 Loading of lifts

Not to place in any of the lifts in the said building anything the weight of which shall exceed the maximum weight as shown inside the said lifts.

7 Use of lifts

Not to load or unload or receive delivery of or despatch any goods or merchandise or permit or suffer the same to be loaded unloaded delivered or despatched in any of the lifts designated from time to time by the Landlord or the building manager if appointed by the Landlord as passenger lifts.

8 Nuisance or annoyance

Not to do or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance or cause damage or danger to the Landlord or to the tenants or occupiers of other premises in the said building or in any adjoining or neighbouring building.

9 Noise

Not to produce or suffer or permit to be produced at any time in the said premises any noise which may in the opinion of the Landlord or the building manager if appointed by the Landlord (which opinion shall be conclusive) constitute a nuisance or give cause for reasonable complaint from the occupants of any other premises in the said building or persons using or visiting the same.

10 Signs

Not without the prior written consent of the Landlord to affix or display or permit or suffer to be affixed or displayed within or outside the said premises any signboard sign decoration advertising matter or other device whether illuminated or not save that :-

10(1) the Tenant shall be entitled to have its name displayed in English and Chinese in uniform lettering or characters designated by the Landlord on the directory boards such lettering and characters and any additions or alterations thereto to be placed thereon by the Landlord at the Tenant's expense, and

10(2) the Tenant shall be entitled at its own expense to have its name affixed in lettering and/or characters approved by the Landlord on the entrance door or doors or shopfront(s) to the said premises such lettering and/or characters thereon
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and any additions or alterations thereto or thereon to be made by the Landlord at the Tenant's expense. If the Tenant carries on business under a name other than its own name it shall notify the Landlord of the name under which its business is carried on and shall be entitled to have that name displayed as aforesaid, but the Tenant shall not be entitled to change its business name without the prior written consent of the Landlord which the Landlord may give or withhold at its discretion, and without prejudice to the foregoing, the Landlord may in connection with any application for consent under this Clause require the Tenant to produce such evidence as it may think fit to show that no breach of Clause 22 of this Section V has taken place or is about to take place.

11 User

Not to use or permit or suffer the said premises to be used for any purpose other than as described in Clause 5 of the Schedule hereto and not for the sale or provision of any other kind of goods or services not specified therein.

12 Kitchens and food preparation areas

Not to use or cause or permit to be used any area of the said premises, other than the area more specifically as shown coloured pink hatched black on the plan attached, to be used as kitchen and for the cleaning washing or rinsing of dishes and/or food and vegetables and 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 water from such area provided always that the Tenant shall be solely liable for any such seepage leakage or overflow as may occur notwithstanding such precautions and shall indemnify the Landlord and/or the building manager if appointed by the Landlord in respect of any third party claims in connection with or pertaining to such seepage leakage or overflow of water.

13 Water taps

Not to permit or suffer water taps to be left running without supervision for any period of time and not to permit or suffer basins sinks tanks or tubs to spill or overflow.

14 Illegal or immoral use

Not to use or permit or suffer the said premises to be used for any illegal or immoral purpose.

15 Sleeping or domestic use

Not to use or permit or suffer the said premises or any part thereof to be used as sleeping quarters or as domestic or residential premises within the meaning of any landlord and tenant legislation for the time being in force nor to allow any person to remain in the said premises overnight.

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16 Manufacture or storage of goods

Not to use or permit or suffer the said premises to be used for the purpose of the production manufacture or working of goods and merchandise or for the storage of goods and merchandise other than stock reasonably required in connection with the Tenant's business carried on therein.

17 Combustible or dangerous goods

Not to keep or store or permit or suffer to be kept or stored in the said premises any arms ammunition gun-powder salt-petre kerosene or other explosive or combustible substance or hazardous goods or any dangerous goods (as defined in the Dangerous Goods Ordinance Cap. 295 or any legislation replacing the same or any orders or regulations made thereunder) other than in accordance with the appropriate legislation from time to time in force and in such areas as the Landlord shall designate for such purposes.

18 Obstructions in passages

Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes packaging rubbish or other obstruction of any kind or nature nor cause or permit any of its servants agents contractors licensees or customers to obstruct or use for any purpose other than that for which they are intended any of the entrances staircases landings passages lifts lobbies or other parts of the said building in common use and the Landlord and/or the building manager if appointed by the Landlord shall be entitled without notice and at the Tenant's risk and expense to remove dispose of or clear as it sees fit any such material or obstruction and neither the Landlord nor the building manager if appointed by the Landlord shall thereby incur any liability to the Tenant or any other person whomsoever and the Tenant shall indemnify the Landlord and/or the building manager if appointed by the Landlord against all losses claims damages or expenses of and against the Landlord and/or the building manager if appointed by the Landlord in respect thereof.

19 Toilet facilities

Not to use or permit or suffer the toilet facilities in the said building, whether used exclusively by the Tenant or not, to be used 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 on demand pay to the Landlord or the building manager if appointed by the Landlord as the case may be the whole expense of any breakage blockage or damage resulting from a violation of this Clause.

20 Wiring and cables in common areas

Not to lay install affix or attach any wiring cables or other article or thing in or upon any of the entrances staircases landings passages lobbies or other parts of the said building in common use.

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21 Animals pets and pest control

Not to keep or permit or suffer to be kept any animals or pets inside the said premises. The Tenant shall make appropriate and adequate arrangements at the Tenant's expense including to take all such steps and precautions as shall be required by the Landlord or the building manager (if appointed by the Landlord) for pest control against termites rats mice roaches or any other pests or vermin to be conducted in and at the said premises on a regular basis and compatible with the Tenant's operation to achieve the highest sanitary condition. Without prejudice to the generality of the foregoing, the Tenant shall employ at the Tenant's cost such pest control contractors as the Landlord or the building manager (if appointed by the Landlord) may nominate and designate. If the Tenant shall default in fulfilling its obligations as aforesaid or if the Landlord shall be dissatisfied with the pest control operation carried out or arrangement made by the Tenant in and at the said premises, the Landlord may, at its absolute discretion, have the right to appoint a competent pest control contractor or to direct the pest control contractor appointed by the Tenant to carry out all necessary and effective control measures in and at the said premises and the costs thereof shall be borne by the Tenant and for the aforesaid purpose, the Tenant shall afford the pest control contractor and its workmen with such tools and apparatus access to the said premises and shall render its full cooperation with such contractor in the carrying out of the pest control operation. For the avoidance of doubt, the appointment of any pest control contractor by the Tenant or by the appointment by the Landlord or by the building manager under this provision shall not relieve the Tenant's primary obligation as stated in this clause.

22 Subletting and assigning

Not to assign underlet share part with the possession of or transfer the said premises or any part thereof or any interest therein nor permit or suffer any arrangement or transaction whereby any person who is not a party to this Lease obtains the use possession occupation or enjoyment of the said premises or any part thereof irrespective of whether any rental or other consideration is given therefor. The Lease shall be personal to the Tenant named herein and without in any way limiting the generality of the foregoing the following acts and events shall unless approved in writing by the Landlord be deemed to be breaches of this Clause 22:-

- 22(1)** 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;
- 22(2)** In the case of a tenant who is an individual (including a sole surviving partner of a partnership tenant) the death insanity or other disability of that individual to the intent that no right to use possess occupy or enjoy the said premises or any part thereof shall vest in the executors administrators personal representatives next of kin trustee or committee of any such individual;
- 22(3)** In the case of a tenant which is a corporation any take-over reconstruction amalgamation merger voluntary liquidation or change in the person or persons who directly or indirectly owns or own or controls or control a majority of its voting shares or who otherwise has or have effective control thereof;
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22(4) The giving by the Tenant of a power of attorney or similar authority whereby the donee of the power obtains the right to use possess occupy or enjoy the said premises or any part thereof or does in fact use possess occupy or enjoy the same;

22(5) The change of the Tenant's business name.

23 Breach of Conditions

Not to do or permit or suffer to be done any act deed matter or thing whatsoever which amounts to a breach of any of the terms and conditions under which the said Lots are held from the Government of the Hong Kong Special Administrative Region or as referred to in any deed of mutual covenants or other deed or instrument affecting the said building for the time being in force (whether or not executed prior to the date of this Lease) and to indemnify the Landlord against any such breach.

24 Breach of insurance policy

Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the insurance on the said building against loss or damage by fire and/or other insurable perils and/or claims by third parties for the time being in force may be rendered void or voidable or whereby the premium thereon may be increased Provided that if as the result of any act deed matter or thing done permitted or suffered by the Tenant the premium on any such policy of insurance shall be increased the Landlord shall be entitled without prejudice to any other remedy hereunder to recover from the Tenant the amount of any such increase.

25 Aerials

Not to erect or permit or suffer to be erected on or from any part of the said building or on or within or from any part of the said premises any aerial antenna satellite dish or other device for any telepoint network or telecommunication purpose or otherwise, and not to interfere with remove dismantle or alter those common aerials (if any) provided by the Landlord or the building manager if appointed by the Landlord.

26 Parking

Not to park in obstruct or otherwise use nor permit any employee agent licensee or contractor of the Tenant to park in obstruct or otherwise use those areas of the said building allocated to the parking or movement of or access for vehicles or designated as loading/unloading areas otherwise than in accordance with the Regulations from time to time made by or on behalf of the Landlord and/or the building manager if appointed by the Landlord and not to provide or enter into any valet parking services or arrangements without the prior written approval of the Landlord or the building manager if appointed by the Landlord.

27 Use of building name

Not without the prior written consent of the Landlord to use or permit to be used the name/logo or any part of the name/logo of the Landlord or of the said building or any

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picture representation or likeness of the whole or any part of such name/logo or of the said building or of the said premises in connection with the business or operations of the Tenant or for any purpose whatsoever other than to indicate the address and place of business of the Tenant.

SECTION VI

EXCLUSIONS OF LIABILITY

- 1 The Landlord and/or the building manager if appointed by the Landlord shall not in any circumstances be liable to the Tenant in respect of any claim loss (including but not limited to loss of profits) or damage or expense by or to person or property sustained by the Tenant by or through or in any way owing to :-

1(1) Lifts escalators and other services

any defect in or breakdown or suspension of the lifts escalators fire fighting/ detection or water sprinkler equipment air-conditioning plant or other facilities of the said building or any of them, or

1(2) Electricity/gas/water supply

any failure malfunction explosion or suspension of the electricity gas or water supply to the said building or the said premises, or

1(3) Fire overflow of water and vermin

fire or the overflow or leakage of water including rain, storm or sea water from anywhere within the said building or the influx of water including rain, storm or sea water into the said building or the said premises or the activity of termites pests rats or other vermin in the said building, or

1(4) Water sprinklers

any use of water sprinkler devices whether by intentional operation or as a result of mechanical failure or malfunction, or

1(5) Services

the adequacy or otherwise of any of the management services (including security) and/or promotional activities rendered by the Landlord and/or the building manager or the failure to render the same or the suspension or interruption thereof for whatever reason,

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whether or not the same may be caused by the negligence act default or omission of the Landlord and/or the building manager if appointed by the Landlord or any of their/its servants agents contractors or licensees, nor shall the rent or air-conditioning charge or service charge or promotional charge or any part or parts thereof be abated or cease to be payable on account thereof other than in the circumstances set out in Section VII.

SECTION VII

ABATEMENT OF RENT

1 Abatement

If :-

1(1) the said building or the said premises or any part thereof shall be destroyed or so damaged by fire typhoon Act of God Force Majeure or other cause so as to be rendered unfit for use and occupation, or

1(2) the said building is made the subject of a closure order or demolition order,

then provided the insurance on the said building shall not be vitiated by the act neglect default or omission of the Tenant the rent or a part thereof proportionate to the damage sustained shall cease to be payable until the said premises shall have been restored or reinstated.

2 The Landlord shall be under no obligation to repair or reinstate the said premises if in its opinion it is not reasonably economical or practicable so to do.

3 If the whole or substantially the whole of the said premises shall in the circumstances set out in Clause 1 of this Section VII have been destroyed or rendered unfit for use and occupation and shall not have been repaired and reinstated within six months of the occurrence of the destruction or damage either party shall be entitled at any time thereafter before the same are so repaired and reinstated to terminate this Lease by notice in writing to the other.

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SECTION VIII

DEFAULT

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

1 Default

If the rent or any part thereof shall be unpaid for fourteen days after the same shall become payable (whether legally or formally demanded or not) or if the Tenant shall fail or neglect to observe or perform or comply with any of the covenants agreements stipulations or conditions herein contained and on the Tenant's part to be observed performed and complied with or if the Tenant shall become bankrupt or being a corporation shall go into liquidation or if any petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or make any composition or arrangement with creditors or shall suffer any execution to be levied on the said premises or otherwise on the Tenant's goods then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter on the said premises or any part thereof in the name of the whole whereupon this Lease shall absolutely cease and determine but without prejudice to any right of action by the Landlord in respect of any outstanding breach or non-observance or non-performance of any of the covenants agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed and to the Landlord's right to deduct all loss and damages thereby incurred from the deposit paid by the Tenant in accordance with Section IX hereof and without prejudice to the Landlord's right of forfeiture thereof.

2 Exercise of right

A written notice served by the Landlord on the Tenant in manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord.

3 Acceptance of rent

Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance by the Tenant of any of the covenants agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed.

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4 Acts of contractors servants agents licensees customers

For the purpose of these presents the negligence or act neglect default or omission of any contractor servant agent licensee or customer of the Tenant shall be deemed to be the negligence or act neglect default or omission of the Tenant.

5 Distraint

For the purposes of distress for rent in terms of Part III of the Landlord and Tenant (Consolidation) Ordinance (Cap.7) or any statutory modification or re-enactment for the time being in force and of these presents the rent payable in respect of the said premises shall be and be deemed to be in arrears if not paid in advance at the times and in manner hereinbefore provided for payment thereof.

6 Interest, legal costs and supply of information to agents

The Landlord shall have the right without prejudice to any other right or remedy hereunder to charge interest at three per cent over the best lending rate from time to time of The Hongkong & Shanghai Banking Corporation Limited in respect of any payments to be made to the Landlord under Clauses 1 and 2 of Section II as shall be more than fourteen days in arrears and such interest shall be payable from the date upon which such payment in arrears fell due and not fourteen days thereafter. The Landlord shall further be entitled to recover from the Tenant as a debt all Solicitors' and/or Counsel's fees (on a solicitor and own client basis) and court fees incurred by the Landlord for the purpose of recovering any rent in arrears and/or other moneys unpaid or any part thereof from the Tenant or in enforcing any of the provisions of this Lease against the Tenant and the Landlord shall further be entitled to supply to such solicitors counsel enquiry or collection agents as the Landlord may appoint such information or personal data in the possession of the Landlord concerning the Tenant as may be necessary for any of the purposes aforesaid without the further consent of the Tenant being obtained.

SECTION IX

DEPOSIT

1 Deposit

The Tenant shall on the signing hereof deposit with the Landlord the sum specified as the said deposit in the Schedule to secure the due observance and performance by the Tenant of the covenants agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed. The said deposit shall be retained by the Landlord throughout the said term free of any interest to the Tenant and in the

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event of any breach or non-observance or non-performance by the Tenant of any of the covenants agreements stipulations or conditions aforesaid the Landlord shall be entitled to terminate this Lease in which event the said deposit may be forfeited to the Landlord. Notwithstanding the foregoing the Landlord may at its option elect not to terminate this Lease but to deduct from the said deposit the amount of any monetary loss incurred by the Landlord in consequence of the breach non-observance or non-performance by the Tenant in which event the Tenant shall as a condition precedent to the continuation of the lease deposit with the Landlord the amount so deducted and if the Tenant shall fail so to do the Landlord shall forthwith be entitled to re-enter on the said premises or any part thereof in the name of the whole and to determine this Lease in which event the said deposit may be forfeited to the Landlord as hereinbefore provided.

2 Increase in deposit

If there shall for whatever reason be any increase or increases in the rent and/or Government rent and rates and/or air-conditioning charge and/or service charge and/or promotional charge during the said term the Tenant shall upon such increase becoming applicable pay to the Landlord by way of an increase in the said deposit a sum proportional to the said increase in rent, Government rent and rates air-conditioning charge service charge and/or promotional charge and the payment of such amount shall be a condition precedent to the continuation of this Lease.



3 Repayment of deposit

Handwritten mark

Subject as aforesaid the said deposit shall be refunded to the Tenant by the Landlord without interest within thirty days after the expiration of this Lease and the delivery of vacant possession to the Landlord or within thirty days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach non-observance or non-performance of any of the covenants agreements stipulations or conditions herein contained and on the part of the Tenant to be observed and performed whichever is the later.

4 Transfer of deposit

On an assignment by the Landlord of its reversionary interest the Landlord may transfer the said deposit to the assignee of the Landlord's reversion (the "Assignee") subject to the Landlord procuring prior to the transfer a covenant from the Assignee in favour of the Tenant that the Assignee shall hold the said deposit upon and subject to the terms of this Section IX whereupon the Landlord shall thereby be released from any and all further obligations to the Tenant or otherwise in respect of the said deposit.

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SECTION X

REGULATIONS

1 Introduction of Regulations

The Landlord reserves the right for itself and/or for the building manager if appointed by the Landlord from time to time and by notice in writing to the Tenant to make and introduce and subsequently amend adapt or abolish if necessary such Regulations as it may consider necessary for the better operation and management of the said building as a hotel, residential, shopping and commercial complex.

2 Conflict

Such Regulations shall be supplementary to the terms and conditions contained in this Lease and shall not in any way derogate from such terms and conditions. In the event of conflict between such Regulations and the terms and conditions of this Lease the terms and conditions of this Lease shall prevail.

SECTION XI

MARKET RENTAL AND PERCENTAGE RENTAL

1 Determination of market rental

In respect of each period of the said term in relation to which reference is made to market rental the same shall be determined as follows :-

1(1) During the penultimate month of the period immediately preceding the period in question the Landlord shall notify the Tenant of the Landlord's assessment of the market rental for the period in question and the Tenant shall within fourteen days of such notice lodge with the Landlord a written notice accepting or objecting to the Landlord's assessment. If the Landlord does not receive any notice of objection from the Tenant within the time limit as aforesaid then the Landlord's assessment shall be and be deemed to be the market rental for the period in question (in which respect time shall be of the essence).

1(2) In the event that the Tenant shall within the time limit aforesaid lodge a notice objecting to the Landlord's assessment, then if within fourteen days of the lodging of the Tenant's objection notice the parties fail or are otherwise

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unable to agree on the market rental for the period in question either party may by notice in writing require the same to be determined by arbitration.

- 1(3)** The arbitration shall be held before a single arbitrator and shall be conducted in accordance with the provisions of the Arbitration Ordinance (Cap. 609) or any statutory amendment or modification thereof for the time being in force.
- 1(4)** The arbitrator shall be a registered surveyor practising in Hong Kong to be appointed in default of agreement between the parties by the President for the time being of The Hong Kong Institute of Surveyors.
- 1(5)** The arbitrator shall be required to determine the sum which in his opinion represents a fair open market rental for the said premises for the period in question and such sum shall be and be deemed to be the market rental payable for the period in question. Pending determination of the arbitration and irrespective of the Landlord's assessment the Tenant shall continue to pay monthly on account of the rent payable the minimum rental specified in the Schedule hereto for the period in question or the rent that shall have been payable by the Tenant in respect of the penultimate month of the period immediately preceding the period in question whichever shall be the higher. Upon determination of the arbitration the rent for the period in question shall be adjusted with effect from the beginning of such period and any amount due by the Tenant as a result of the increase in the market rental for the period in question shall be paid within twenty one days.
- 1(6)** The expenses of the arbitration shall be borne by the Tenant unless the market rental determined by the arbitrator shall be less than that assessed by the Landlord in accordance with Clause 1(1) of this Section XI in which case the expenses of the arbitration shall be borne by the Landlord and the Tenant in equal shares and each party shall bear its own costs.

2 Determination of percentage rental

In respect of each period of the said term in relation to which reference is made to percentage rental the same shall be determined as follows :-

- 2(1)** The percentage rental shall be the amount (if any) by which the percentage (particulars of which are stipulated in the Schedule) of the gross receipts (as hereinafter defined) in a month exceeds the minimum rental or the market rental as the case may be payable for the month in question as also stipulated in the Schedule.
- 2(2)** The Tenant shall throughout the said term keep or cause to be kept complete and accurate and true records of gross receipts in each month.
- 2(3)** Within seven days after the end of each calendar month of the said term the Tenant shall prepare and deliver to the Landlord a written statement certified by the Tenant's Chief Accountant as true and correct showing the gross receipts for

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the preceding month. Each such written statement shall be in such form and contain such particular as the Landlord may from time to time require.

2(4) Upon receipt by the Landlord of each written statement referred to in Clause 2(3) of this Section XI, the Landlord shall calculate the percentage rental (if any) in accordance with the foregoing provisions and shall serve upon the Tenant a written demand for the percentage rental for the month in question and the same shall forthwith be paid by the Tenant to the Landlord and in no event later than twenty one days after the end of the month in respect of which payment is due.

2(5) At the close of each accounting period (as hereinafter defined) the Tenant will cause its entire records for that accounting period to be audited by auditors appointed from time to time by the Tenant and approved by the Landlord and within ninety days after the close of the accounting period in question the Tenant shall cause its auditors to issue a certificate as to the gross receipts for each month of the accounting period in question and such certificate shall forthwith be delivered to the Landlord.

2(6) Within fourteen days after the delivery of the certificate of its auditors showing the gross receipts for each month of the accounting period in question the Tenant shall pay to the Landlord or the Landlord will pay to the Tenant as the case may be such amount as may be necessary to ensure that the amounts paid by the Tenant to the Landlord in each month of the accounting period in question are the amounts specified in Clause 2(1) of this Section XI as calculated by reference to the auditors' certificate.

2(7) The Tenant shall permit any auditors appointed by the Landlord ("Landlord's auditors") to inspect at any time all books documents vouchers or records whatsoever which were or ought in the opinion of the Landlord's auditors to be taken into account in the calculation of gross receipts for any particular month or for any particular accounting period. If any such inspection shall reveal that the figures which in the opinion of the Landlord's auditors accurately reflect the gross receipts ("Landlord's computation of gross receipts") for any month in question exceed by 1% or more the gross receipts shown in the relevant written statement referred to in Clause 2(3) of this Section XI, the Tenant shall pay to the Landlord within ten (10) days after demand the cost of said audit together with the deficiency, which shall in any event be payable on demand. In the event the Landlord's computation of gross receipts for any month in question exceeds the relevant written statement referred to in Clause 2(3) of this Section XI for the same month by five percent (5%) or more the Landlord may without prejudice to any other rights and remedies under this Clause 2 forfeit this Lease forthwith.

2(8) The Tenant shall also permit the Landlord and all persons authorized by it to install and operate in the said premises and from time to time to inspect repair or replace any devices equipment appliances apparatus mechanisms instruments

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whether electronic or otherwise which the Landlord may deem necessary for the purpose of testing ascertaining or determining the gross receipts which devices equipment appliances apparatus mechanisms and instruments the Tenant shall not interfere with conceal or remove.

2(9) If the Tenant fails to deliver any of the written statements referred to in Clause 2(3) of this Section XI or fails to provide the certificate by the Tenant's auditors referred to in Clause 2(5) of this Section XI or if the Tenant does not permit the Landlord's auditors to inspect the books documents vouchers and records referred to in Clause 2(7) of this Section XI or if the same are insufficient to enable the Landlord's auditors to make an accurate calculation of the gross receipts for any month in question or if the Tenant does not permit the Landlord or its authorized agents to install and operate the devices and equipment referred to in Clause 2(8) of this Section XI then the Landlord may without prejudice to any other rights and remedies of the Landlord in this Lease, in its discretion by notice in writing to the Tenant make an estimate of gross receipts for such month or months and the Tenant shall within fourteen (14) days of receipt of the Landlord's written notice of such estimate pay to the Landlord the percentage rental based on the Landlord's estimate of the gross receipts and the Landlord shall be entitled to treat non-payment of any such sum or any part thereof as non-payment of rent under this Lease. Notwithstanding that the Landlord may have made any such estimate or that the Tenant may have paid the percentage rental based on the Landlord's estimate of gross receipts, the Tenant shall not be relieved of any of the obligations on its part to be performed under the other provisions of this Clause 2.

2(10) For the purposes of this Clause 2 the following expressions shall have the meanings assigned to them as follows :-

"gross receipts" shall include the gross proceeds or payment or business taking of all goods and services of any and every kind and description sold (whether on credit or otherwise) or provided or supplied or delivered by reason of any operation or activities initiated from or pertaining to the said premises as well as any adjacent or adjoining area used or occupied by the Tenant through any licence arrangement made with the Landlord or otherwise directly or indirectly to customers and whether through any agents or other means of delivery services including but not limited to booking or making reservation or placing order online (including using apps) or by telephone or by WhatsApp or WeChat or similar means or otherwise and shall for the avoidance of doubt and without prejudice to the generality of the foregoing include (a) goods and services contracted for or ordered or made reservation at the said premises (including any adjacent or adjoining area) but delivered to customers elsewhere or (b) goods ordered from elsewhere or through other platforms or means whether electronically or online, and including service charges and all rents and other sums and charges received by the Tenant from any franchisee or licensee or other persons permitted to operate from or within the said premises (including any adjacent or adjoining area) or through the Tenant by reason of any of the Tenant's operation or activities at the said premises (including any adjacent or adjoining area) and all other income of any and every kind and description deriving



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 from or in respect of the said premises (including any adjacent or adjoining area). Without prejudice to the generality of the foregoing, for those online related activities for sale of goods or provision or supply of services carried out in the said premises (including any adjacent or adjoining area) by the Tenant or by any other company within the Tenant's group, gross receipts shall also include all the sales and turnover achieved and generated by the Tenant resulting from (i) the online sales made through the electronic devices or e-commerce platforms available in the said premises (including any adjacent or adjoining area), regardless of the delivery place and (ii) the goods purchased online or e-commerce platforms other than through the electronic devices/means made available at the said premises (including any adjacent or adjoining area), but delivered by the Tenant to the customers at the said premises (including any adjacent or adjoining area), and



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“accounting period” shall be the period from 1st January to 31st December in each year save that the first accounting period shall be the period from the date upon which rent commences to be payable to 31st December in the same year and the last accounting period shall be the period from 1st January in the last year of the said term to the date of expiration or earlier determination of the said term.

SECTION XII

GENERAL

1 Landlord and tenant legislation

To the extent that the Tenant can lawfully so do the Tenant hereby expressly agrees to deprive itself of all rights (if any) to protection against eviction or ejection afforded by any existing or future legislation from time to time in force and applicable to the said premises or to this Lease and the Tenant agrees to deliver up vacant possession of the said premises to the Landlord on the expiration or sooner termination of the lease hereby created notwithstanding any rule of law or equity to the contrary.

2 Condonation not a waiver

No condoning excusing or overlooking by the Landlord of any default breach or non-observance or non-performance by the Tenant at any time or times of any of the Tenant's covenants or obligations herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or

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release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future unless expressly so provided.

3 Letting notices

During the three months immediately preceding the expiration of the said term the Landlord shall be at liberty to affix and maintain without interference upon any external part of the said premises a notice stating that the said premises are to be let and such other information in connection therewith as the Landlord shall reasonably require.

4 Service of notices

Any notice required to be served hereunder shall if to be served on the Tenant be sufficiently served if addressed to the Tenant and sent by prepaid post to or delivered at the said premises or the Tenant's last known place of business or residence in Hong Kong and if to be served on the Landlord shall be sufficiently served if addressed to the Landlord and sent by prepaid post to or delivered at its registered office or any other address which the Landlord may notify to the Tenant from time to time.

5 No fine

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 Lease.

6 Exclusion of warranties

6(1) This Lease sets out the full agreement reached between the parties and no other representations have been made or warranties given relating to the Landlord or the Tenant or the said building or the said premises including any of the Landlord's plan and intention or any changes thereof as covered by and contemplated in Clause 19 hereof and if any such representation or warranty has been made given or implied the same is hereby waived.

6(2) Nothing herein contained or implied nor any statement or representation made by or on behalf of the Landlord prior to the date hereof shall be taken to be a covenant warranty or representation that the said premises can lawfully be used for the use specified herein.

7 Name of building

The Landlord reserves the right to name the said building with any such name or style as it in its sole discretion may determine and at any time and from time to time to change alter substitute or abandon any such name and without compensation to the Tenant provided that the Landlord shall give the Tenant and the Postal and other relevant Government Authorities not less than three months notice of its intention so to do.

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8 Stamp Duty and costs

The stamp duty and registration fees (if any) on this Lease and its counterpart shall be borne by the Landlord and the Tenant in equal shares and each party shall pay its own legal costs (if any) of and incidental to the preparation and completion of this Lease.

9 Normal Business Hours

The said premises shall be open to the public for business between the Normal Business Hours and shall not be open to the public for business between the hours of 2a.m. and 8a.m. on any day.

10 Tenant's obligations not affected

This Lease and the obligation of the Tenant to observe and perform the covenants and agreements on the part of the Tenant herein contained shall in no way be affected impaired or excused because the Landlord and/or the building manager if appointed by the Landlord are/is unable to fulfil or is delayed in fulfilling any of its obligations under this Lease or is unable to make or is delayed in making any repair addition alteration or decoration or is unable to supply or is delayed in supplying any equipment or service hereunder.

11 No enforcement of third party covenants

Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or tenancy agreement or any other instrument relating to any other part or parts of the said building or to any other premises belonging to the Landlord or limit or affect the right of the Landlord to deal with the same now or at any time hereafter in any manner which the Landlord may think appropriate and this Lease shall not be deemed to include and shall not operate to convey or let to the Tenant any ways liberties privileges easements rights or advantages whatsoever in through over or upon any land or premises adjoining or near to the said premises except as herein expressly provided.

12 No implied covenants

12(1) The Landlord and/or the building manager if appointed by the Landlord shall be under no obligation to provide or supply to the Tenant or arrange for the same services or other things as the Landlord may be providing or supplying or arranging to any other part or parts of the said building or to any other premises belonging to the Landlord or to the tenants or occupiers thereof, nor to provide or supply or arrange for any services or other things save those services or things which the Landlord hereinbefore expressly covenants to provide or supply or arrange for.

12(2) Notwithstanding anything in any provision contained in this Lease the Landlord and/or the building manager if appointed by the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord and/or the

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building manager if appointed by the Landlord in respect of any interruption in any of the services or things which the Landlord provides or supplies or arranges by reason of :-

- (i) any necessary inspection overhaul repair or maintenance of any plant equipment installation or apparatus or damage thereto or destruction thereof by reason of electrical mechanical or other defect or breakdown, or
- (ii) inclement conditions or shortage of fuel materials water or labour, or
- (iii) whole or partial failure or stoppage of any mains supply, or
- (iv) any other circumstances of whatsoever nature beyond the control of the Landlord or the building manager if appointed by the Landlord.

13 Changes in common areas

The Landlord shall be entitled at any time and from time to time to extend or reduce the areas of the entrances landings staircases passages lobbies or other parts of the said building intended for common use or to make or cause to be made changes or alterations thereto for whatsoever reason as may be determined by the Landlord without incurring any liability to the Tenant on any account whatsoever.

14 Reservations

There is reserved to the Landlord and all other persons at any time authorized by the Landlord or otherwise so entitled full right and liberty at all times without the necessity of obtaining consent and without compensation :-

- 14(1)** to enter upon and/or pass through the said premises for the purpose of access to and egress from any part of the said building (including without prejudice to the generality thereof the roof plant rooms and meter rooms ducts shafts and lightwells) to which access cannot be readily obtained without entry upon the said premises, and
 - 14(2)** to enter upon and be in the said premises for the purpose of carrying out any inspection repairs or maintenance of or other necessary works to any services installations or facilities upon over in through or under the said premises and serving other premises within the said building where such work cannot reasonably be carried out from outside the said premises, the persons exercising such right causing as little inconvenience as reasonably practicable and making good all damage thereby occasioned to the said premises or anything thereon, and
 - 14(3)** to use the external surfaces of the walls windows window frames and other parts of the said premises for the purposes of repairs maintenance improvements and decoration (whether permanent or seasonal) or otherwise together with the right to erect attach and retain scaffolding or other structures as shall be convenient for such purposes.
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15 Severance

If any part of any provision of this Lease shall to any extent be invalid or unenforceable the remainder of such provision and all other provisions of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

16 Tenant's effects

The Tenant hereby irrevocably appoints the Landlord as its agent to deal with at the Tenant's risk and expense any of the Tenant's effects left on or about the said premises for more than seven days after the end of the said term to the intent that the Landlord may without liability to the Tenant dispose of or destroy or otherwise deal with the same as the Landlord shall think fit.

17 Use of other premises

The Tenant shall not be entitled to complain about nor shall the Tenant have any claim against the Landlord in respect of any alleged noise or nuisance or interference with its user of the said premises due to any operations being carried on in other parts of the said building, whether by the Landlord or any other owner or by any of their respective tenants licensees or occupiers.

18 Deed of Mutual Covenants

If the Landlord shall at any time cease to be the sole registered owner of the said Lots and/or the said building the Landlord shall be at liberty to enter into any deed(s) of mutual covenants and/or management agreement(s) in relation to the said building as it sees fit provided that no such deed of mutual covenants or management agreement shall contain any covenant term or condition which shall unreasonably limit or restrict the proper use by the Tenant of the said premises pursuant to and in accordance with the whole provisions of this Lease.

19 Sale and redevelopment

If at any time during the lease hereby created the Landlord shall enter into a contract for the sale of the said building or of any part thereof which shall include the said premises or if the Landlord shall resolve to redevelop the said building or any part thereof whether wholly by demolition and rebuilding or otherwise, or partially by renovation, refurbishment or otherwise (which intention so to redevelop shall be sufficiently and conclusively evidenced by a copy of Resolution of its Directors certified to be a true and correct copy by its Secretary) then in either of such events the Landlord shall be entitled to give six clear calendar months' notice in writing expiring at the end of any calendar month during the lease hereby created terminating this Lease and immediately upon the expiration of such notice this Lease and everything herein contained shall cease and be void and neither party shall have any claim against the other in respect thereof 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 agreements or stipulations herein set out.

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20 Anti-Bribery

The Tenant acknowledges that no advantage, pecuniary or otherwise, has been sought by or paid to any member of the Landlord's staff and/or any staff of the Landlord's duly authorized agent by the Tenant for the purpose of this Lease on the terms stated herein.

21 Governing Law

This Lease is governed by and shall be construed in accordance with the laws of Hong Kong.

22 Submission to Jurisdiction

The Parties irrevocably agree that the courts of Hong Kong are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Lease and that, accordingly, any legal action or proceedings arising out of or in connection with this Lease may be brought in those courts and the Parties irrevocably submit to the non-exclusive jurisdiction of those courts.

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23 Special conditions

~~23(1) The Tenant agrees and undertakes to commence its business in full operation no later than the day following the end of the Rent-Free Period (if so provided herein) or a date specified or to be specified by the Landlord in writing (whichever is earlier) during all business hours unless prior written consent of the Landlord has been obtained. The Tenant shall use its best endeavour to speed up the design and fitting-out process and to comply with any directions given by the Landlord and such directions shall in no way be treated as a waiver or consent to the postponement of the commencement of business or any extension of the Rent-Free Period (if that shall be provided). The Tenant further acknowledges that any breach of this clause shall constitute the Tenant's default for the purpose of Section VIII in respect of which the Landlord may exercise its right to terminate the tenancy herein created and to re-enter the said premises but entirely without prejudice to the Landlord's rights and remedies which it may have against the Tenant under this Lease. In the absence of doubt and entirely without prejudice of the Landlord's rights and remedies herein, the Landlord shall be entitled to designate the gross receipts in any particular month during the said term herein created (if that should be continued without any termination despite a breach of this clause) as if they were the gross receipts (on a pro-rata basis if necessary) for those days when the Tenant should have been opened for business after the Rent -Free Period in which the Tenant has failed to open for business.~~

23(2) The Tenant agrees, confirms and undertakes to use its best endeavours to promote the Tenant's brand and business operation at its own costs and effort during the said term furnishing first class services to patrons and customers to maintain the goodwill and reputation of Harbour City as a first class hotel, residential, shopping and commercial complex in line with clause 17 under Section III of this Lease. In particular, the Tenant agrees, confirms and undertakes to:-

- (a) use the said premises as the Tenant's top priority to carry out any grand opening or any special function in circumstances where the Tenant has similar operations in Hong Kong;
- (b) promote and market the Tenant's brands and products in high class journals and magazines as well as submit and write editorials at selected medias to introduce the brands and the Tenant's products/services, and draw the public awareness and attract the public by making reference of the Tenant's premier presence at Harbour City with the fullest range of products/services available;
- (c) carry out promotional campaigns and/or special projects with targeted magazines and journals with high circulation on targeted market;

- (d) take part in such other promotional activities as the Landlord may direct within Harbour City and to closely work and cooperate with the marketing team of the Landlord on any joint promotional programme or on any seasonal and festival functions and activities,

provided always that the Tenant shall from time to time provide the Landlord with its proposal and plan in advance and make all such necessary adjustments and amendments as the Landlord deems appropriate subject nevertheless to the Landlord's overriding rights and interests reserved under this Lease.

- 23(3)** The Tenant agrees that as a condition to the continuation of the lease herein created, the Tenant shall procure and generate gross receipts as defined in Clause 2(10) under Section XI of this Lease a sum of not less than [HK\$ 600.00 psf] for each and every calendar month of the said term. In this connection, the provision of the information in relation to monthly gross receipts and the right of the Landlord as reserved in Clause 2 under Section XI of this Lease shall apply. In the event that the Tenant shall have failed to generate or procure the gross receipts for a sum equal to or more than the said sum of [HK\$ 600.00 psf] being the average of the gross receipts covering any consecutive three calendar months during the said term (that is to say, the average between January and March, between February and April, between March and May, between April and June and so forth for any three consecutive months during the said term), the Landlord shall be entitled to serve three months' notice on the Tenant to terminate the lease herein created, to which the Tenant shall raise no objection and no compensation of whatever nature shall be payable to the Tenant. Upon the expiry of the aforesaid termination notice, the Tenant shall deliver up vacant possession of the said premises in accordance with the terms and conditions of this Lease and following termination of the lease herein created, neither party shall have any claim against the other from that date save as to any antecedent breach which may have accrued before such termination. For the avoidance of doubt, if there shall be any rent free period falling within any particular calendar month, the gross receipts for that particular month with rent free period shall be excluded for the purpose of calculating the average monthly gross receipts as aforesaid. For further avoidance of doubt, there shall be no waiver of the Landlord's right by or through condonation or acquiescence on the part of the Landlord, nor by the Landlord's demanding for or receiving any rent or other charges pursuant to this Lease. In the event of any dispute on the interpretation and application of this clause, the Landlord's determination shall be final and conclusive.

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23(4)(a) The Tenant hereby undertakes that it is its sole responsibility to and shall at its own costs apply and obtain all requisite licence(s), permit(s) and approval(s) (collectively and individually "Permits") from all government departments and competent authorities (collectively and individually "Authority") for the operation of a high class modern Chinese restaurant and an entertainment club in the said premises and for the lawful use of the said premises. Once the Permits have been obtained from the Authority, the Tenant shall throughout the said term comply with all the terms and conditions of the Permits and the Tenant shall indemnify the Landlord against all claims, demands, actions and proceeding arising or as a result of the breach of any terms and conditions of the Permits by the Tenant.

23(4)(b) The Tenant hereby acknowledges and confirms that the Landlord will not, in any way whatsoever be responsible or held liable for the Tenant's application of the Permits and the outcome thereof and the Tenant shall not be entitled to and will not claim against the Landlord for any compensation, extension of rent free period, reduction of rent, abatement of rent, any form of rent concession, loss of business goodwill or profits, loss, damages, cost and expense by reason of any delay in obtaining the Permits from or the granting of any of the Permits by the Authority.

23(4)(c) For the avoidance of doubt, the Tenant shall pay rent, air-conditioning charge, service charge, promotional charge, Government rates and rent (if applicable) and all other outgoings payable in respect of the said premises on the days and in the manner as stipulated in this Lease notwithstanding that the Tenant has not obtained the Permits from the Authority on the commencement date of the said term or at any time during the said term.

AS WITNESS the hands of the parties hereto the day and year first above written.

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23(5) For the purpose of the Contracts (Rights of Third Parties) Ordinance Cap.623 of the laws of Hong Kong, all provisions of the terms and conditions herein apply equally to and are for the benefit of the Landlord's building manager, service providers, its employee, affiliates, agents suppliers, contractors and sub-contractors, partner organization, subsidiaries and associated companies insofar as they and each of them have been referred to or mentioned herein and they and each of them shall have the right to assert and enforce such provisions directly or on its own behalf (save that the terms and conditions herein may be varied or rescinded by the Landlord and the Tenant without the consent of those parties). Subject to the previous sentence, no provision of the terms and conditions herein is otherwise enforceable by any person who is not a party to it. This means that other than as set out in the first sentence above, the Landlord and the Tenant are the only entity who can enforce the provisions of the terms and conditions herein.

23(6)(a) In consideration of the Landlord's granting or agreeing to grant the Tenant a lease of the said premises pursuant to this Lease, the Tenant undertakes to keep confidential and not to disclose to any third party nor use in any manner whatsoever any of the terms and conditions of this Lease or any other information whatsoever in connection therewith during the said term of the said premises and any renewal thereof without the Landlord's prior written consent.

The Tenant further undertakes to procure its employees to keep confidential and not to disclose nor use such terms, conditions and/or information as aforesaid without the Landlord's prior written consent.

The Tenant hereby acknowledges that this clause 23(6) shall continue to apply without limit in point of time.

23(6)(b) The Tenant agrees not to register this Lease at the Land Registry.

It is expressly agreed that any non-performance or non-observance on the part of the Tenant of the provisions of this Special Conditions shall amount to a breach of this Lease justifying the Landlord exercising its rights of re-entry as provided hereinbefore.

AS WITNESS the hands of the parties hereto the day and year first above written.

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SCHEDULE

(Restaurant)

1. The Landlord means the registered owner of the said Lot(s) Wharf Realty Limited, (including where the context so admits its successors and assigns) acting by its duly authorized agent, Harbour City Estates Limited.
 2. The Tenant means **BETULA PROFIT HOLDINGS LIMITED**
 3. The said Lot(s) means **KIL 11178**,
 4. The said building means **OCEAN TERMINAL, HARBOUR CITY**,
 5. The said premises means **SHOP OTE 101, GROUND FLOOR**,
which shall be used for no purpose other than the operation of a high class modern Chinese restaurant and an entertainment club trading under the shop name and style of "HEXA 六公館" only provided that the standard of operation, decoration and display shall always be in accordance with the Landlord's requirements and the Landlord hereby reserves its right to restrict the sale and/or display of any item which in its sole opinion is not in keeping with the designated merchandise-mix for the said premises or the operation of Harbour City as a first class Hotel, Commercial and Shopping complex.
 6. The said term means the period commencing on the **26TH** day of **JUNE 2022** and expiring on the **25TH** day of **JUNE 2024**,
 7. (1) The rent means
 - (a) in respect of the period from the date of commencement of the said term to the **25TH** day of **JUNE 2023** the sum of Hong Kong Dollars **FIVE HUNDRED AND EIGHTY NINE THOUSAND EIGHT HUNDRED AND SEVENTY FIVE ONLY** (HK\$ **589,875.00**) per calendar month (the minimum rental) plus the percentage rental, and
 - (b) in respect of the period from the **26TH** day of **JUNE 2023** to the **25TH** day of **JUNE 2024** the sum of Hong Kong Dollars **SIX HUNDRED AND THIRTY SEVEN THOUSAND AND SIXTY FIVE ONLY** (HK\$ **637,065.00**) per calendar month (the minimum rental) or the market rental whichever shall be greater, plus the percentage rental, and
 - (c) ~~in respect of the period from the _____ day of _____ to the _____ day of _____ the sum of Hong Kong Dollars _____ (HK\$ _____) per calendar month (the minimum rental) or the market rental whichever shall be greater, plus the percentage rental, and~~
 - (d) ~~in respect of the period from the _____ day of _____ to the _____ day of _____ the sum of Hong Kong Dollars _____ (HK\$ _____) per calendar month (the minimum rental) or the market rental whichever shall be greater, plus the percentage rental, and~~
 - (e) ~~in respect of the period from the _____ day of _____ to the _____ day of _____ the sum of Hong Kong Dollars _____ (HK\$ _____) per calendar month (the minimum rental) or the market rental whichever shall be greater, plus the percentage rental.~~
- ~~Provided Always that notwithstanding anything to the contrary the rent and promotional charge shall only commence to be payable on the expiration of the _____ day from the date upon which the said premises are made available to the Tenant.~~
- (2) ~~The market rental means the sum or sums determined from time to time in accordance with the provisions of Clause 1 of Section XI.~~
 - (3) ~~The percentage rental means the sum or sums determined from time to time in accordance with the provisions of Clause 2 of Section XI and shall be calculated by reference to **TWELVE** per cent (**12** %) of gross receipts as defined therein.~~
8. The air-conditioning charge means the sum payable from time to time for the provision of air-conditioning services, at the Landlord's standard rate applicable at the date of commencement of the said term subject to increase from time to time during the said term in accordance with the provisions of Clause 1(2) of Section II (the rate as from 1st February 2022 is HK\$ **9.47** per sq.ft. (HK\$ **44,688.93**) per calendar month).
 9. The service charge means the sum payable from time to time for the provision of building management services, at the Landlord's standard rate applicable at the date of commencement of the said term subject to increase from time to time during the said term in accordance with the provisions of Clause 1(2) of Section II (the rate as from 1st February 2022 is HK\$ **12.70** per sq.ft. (HK\$ **59,931.30**) per calendar month).
 10. The promotional charge means the sum payable from time to time for the provision of promotional services, at the Landlord's standard rate applicable at the date of commencement of the said term subject to increase from time to time during the said term in accordance with the provisions of Clause 1(2) of Section II (the rate as from 1st February 2022 is HK\$ **5.00** per sq.ft. (HK\$ **23,595.00**) per calendar month).
 11. The said deposit means the sum of Hong Kong Dollars **TWO MILLION THREE HUNDRED AND NINETY FIVE THOUSAND FOUR HUNDRED AND CENTS SIXTY NINE ONLY** (HK\$ **2,395,440.69**) subject to increase from time to time in accordance with the provisions of Clause 2 of Section IX.
 12. The Normal Business Hours mean the hours from 8 a.m. to 12 midnight on all days of the year including Sundays and other gazetted and general holidays provided that the Landlord may at its discretion alter these hours from time to time.
 13. The building manager means the person company or firm (if any) from time to time responsible for the proper management of the said building pursuant to any appointment either by the Landlord or under a deed of mutual covenants or management agreement.



EXECUTION

SIGNED by

GRACE S. M. LEUNG

for and on behalf of the
Landlord/the duly authorized
agent in the presence
of :-



For and on behalf of
HARBOUR CITY ESTATES LIMITED

Authorized Signature

FELIX C.C. AU

SIGNED by

CHOI YIU YING

the Tenant / for and on
behalf of the Tenant in the

presence of :-



For and on behalf of
BETULA PROFIT HOLDINGS LIMITED
樺潤集團有限公司

Authorized Signature(s)

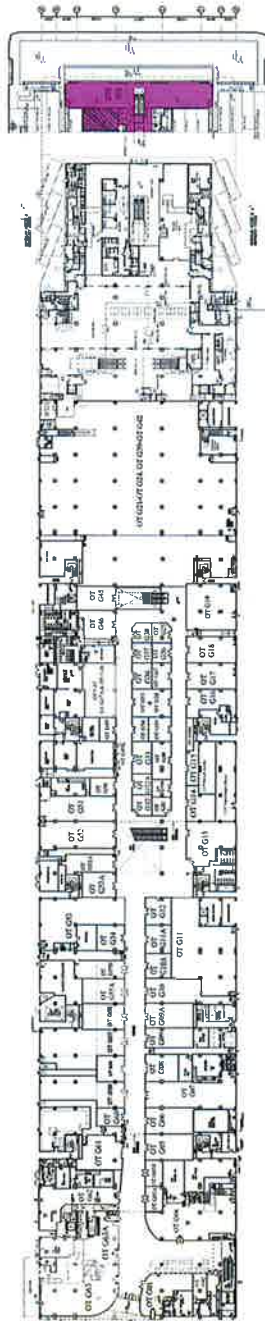
Chung Lai Kit

Room 1505, 15/F, Shun Tak Centre West Tower,
168-200 Connaught Road Central,
Sheung Wan, HK.

ANNEXURES



Handwritten signature



Ground Floor, Ocean Terminal, Harbour City
For Identification Purpose Only



Handwritten signature