

Dated the 24th day of July 2023

CONSULTANCY SERVICES AGREEMENT

Between

Nissin Foods Company Limited

and

AECOM Asia Company Limited

for

Redevelopment of MFPC to Smart Fulfillment Centre

at 16A Dai Fu Street, Tai Po Industrial Estate, Tai Po, New Territories, Hong Kong

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THIS AGREEMENT is made the 24th day of July 2023

BETWEEN

1. Nissin Foods Company Limited of 11-13 Dai Shun Street, Tai Po Industrial Estate, Tai Po, New Territories, Hong Kong (hereinafter referred to as "Client")
2. AECOM Asia Company Limited of 12/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, New Territories, Hong Kong (hereinafter referred to as "Consultant").

WHEREAS

- (A) The Client wishes to appoint the Consultant to provide the Services, the nature and scope of which are particularly defined in the scope of services set out in Schedule 1 attached hereto.
- (B) The Consultant has agreed to provide such services to the Client pursuant to the terms and conditions contained herein and subject to payment to the Consultant by the Client of the fees and other payments in accordance with this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In the agreement as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires :-

"Agreement" means and includes this Agreement, the Schedules attached hereto and such other documents as may be specifically referred to herein;

"Client's Representative" means such person as may be appointed from time to time by the Client and notified in writing to the Consultant to act as the Client for the purposes of this Agreement and the person so designated or appointed;

"Fee" means the fee identified in under the Schedule of Fees payable by the Client to the Consultant in respect of the Services pursuant to Clause 5;

"Party" means either the Client or the Consultant and Parties means both of them;

"Schedule of Payment" means the schedule contained in Schedule 3 attached hereto describing the manner in which the Fee is to be paid to the Consultant pursuant to Clause 5;

"Project" means Redevelopment of MFPC to Smart Fulfillment Centre at 16A Dai Fu Street, Tai Po Industrial Estate, Tai Po, New Territories, Hong Kong

"Services" means the professional services referred to in the Scope of Services set out in Schedule 1 hereto together with any other services instructed by the Client pursuant to Clause 6 from time to time;

"Sub-Consultant" means the person, firm or company appointed by the Consultant under separate agreement(s) between the Consultant and the Sub-consultant(s), to provide comprehensive professional services towards the project.

- 1.2 Words and expressions in the singular include the plural and words and expressions in the

plural include the singular where the context so implies.

- 1.3 The index, marginal notes or headings in any documents forming part of this Agreement shall not in any way vary, limit or extend the interpretation of this Agreement.
- 1.4 Unless the context otherwise requires it, all references to clauses, sub-clauses, schedules and appendices are made to Clauses, Sub-Clauses, Schedules and Appendices of this Agreement and references to the Agreement shall be construed as the whole Agreement including the schedules and appendices.
- 1.5 All correspondence in connection with this Agreement shall be in English. All submissions, including but not limited to all notes and drawings shall be in English and metric units shall be used throughout unless otherwise approved by the Client.

2. The Consultant's Obligations

- 2.1 The Consultant shall perform the Services upon the terms and conditions set out in this Agreement.
- 2.2 In the performance of all or any of the Services, the Consultant shall exercise all reasonable skill, care and diligence expected of a skilled and competent professional practicing in the particular fields relevant to the Services. In so far as its duties are discretionary, the Consultant shall act fairly between the Client and any third party.
- 2.3 The Consultant shall, in respect of any work done or information supplied by or on behalf of the Client, report to the Client any errors, omissions and shortcomings of whatsoever nature of which the Consultant becomes aware in the performance of the Services.
- 2.4 The Consultant shall comply with all lawful and reasonable directions and instructions which may be issued to the Consultant by the Client or the Client's Representative in respect of any matter connected with the Services from time to time.
- 2.5 The Consultant shall, through the Client's Representative, keep the Client informed on all matters related to the Project within the knowledge of the Consultant and shall answer all reasonable enquiries received from the Client and render reports at reasonable intervals when asked to do so, and shall assist the Client to form an opinion as to the manner in which it is proceeding with the Services.
- 2.6 The Consultant shall co-ordinate the performance of the Services with any other consultants including contractors and vendors or otherwise separately appointed by the Client in respect of the Project. Without prejudice to the foregoing, the Consultant shall obtain all necessary drawings, documentation and information relating to the Services to enable the Consultant to perform its obligations under this Agreement.
- 2.7 The Consultant shall make available personnel in such numbers and of such qualifications, experience and competence as are necessary to carry out the Services.

3. The Client's Obligations

- 3.1 The Client shall keep the Consultant informed on such matters as may appear to it to affect the performance of the Services and shall give such assistance, approvals, and decisions in writing as shall reasonably be required for the performance of the Services or any part thereof in such time as will not delay the performance and completion of the Services.
- 3.2 All information relevant to the Services which is readily available shall be supplied free of charge to the Consultant subject to the provisions in this Agreement. Any documents supplied free of charge to the Consultant shall be returned to the Client if so required.

4. Liquidated Damages

- 4.1 The Consultant shall complete the Project within the Project Programme set out in Schedule 4 hereto.
- 4.2 In the event of a delay in completion of the Project in accordance with Schedule 4, the Consultant is liable to pay the Client liquidated damages and not a penalty in amount of 3‰ (3/10000) of the Fee per day for each day of delivery delay calculated from 1st January 2026 onwards, and with cap of 15% of the Fee.
- 4.3 Notwithstanding any provision to the contrary, if the Consultant fails to carry out and complete the Services or refuse to comply with any reasonable instruction or order given by the Client in accordance with the Agreement within a reasonable time, the Client may give the Consultant 7 days' notice in writing to carry out such work or comply with such instruction. If the Consultant fails to comply with such notice, the Client shall be entitled to carry out such work or instruction by its own workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Client in having such work or instruction carried out shall be recoverable by the Client from the Consultant.

5. Payment

- 5.1 The Consultant may apply to the Client for payment of the Fee subject to and in accordance with the Schedule of Payment together, at the time of such payment application, with an application for the payment of any other amounts claimed to be payable to the Consultant pursuant to Clause 6 under this Agreement.
- 5.2 The Client shall pay to the Consultant the amounts payable in accordance with the Schedule of Payment and the amount which the Client determines as being due to the Consultant pursuant to Clause 6 or otherwise under this Agreement; less any amounts recoverable from the Consultant in accordance with this Agreement.
- 5.3 Accounts of all money due from the Client to the Consultant in accordance with this Agreement shall be paid within 45 days after receipt of the Consultant's undisputed invoice by the Client's Representative. In the event of failure by the Client to make payment to the Consultant in compliance with the provisions of this Clause, the Client shall pay to the Consultant interest from the date of invoice until payment at the Consultant's current bank overdraft rate, on all amounts due and not paid within the period stated above.
- 5.4 Unless provided otherwise, payment shall be made in Hong Kong in Hong Kong dollars.

6. Variation of Services

The Client may from time to time, instruct the Consultant to provide additional services not forming part of the Services or to alter, amend, omit, add or re-sequence or otherwise vary the Services and the Consultant shall carry out and complete such variation so instructed. The Consultant shall notify the Client within reasonable time upon receipt of such instruction the full particulars of the additional costs to be incurred in providing the additional services, credit being given for any reduction in the scope of service whether in complexity or otherwise and agree with the Client in writing a fair and reasonable charge having regard to the Fee before such additional services are undertaken.

7. Project Programme

- 7.1 The Consultant shall discharge its duties upon completion of the Services to the reasonable satisfaction of the Client in accordance with the Project Programme as set out in Schedule 4 hereto .
- 7.2 The Consultant shall report within a reasonable time to the Client the occurrence of any event or condition that might delay or prevent the performance and/or completion of the Services

or any part thereof by any dates for completions, indicating what steps the Consultant proposes to take to avoid or mitigate the delay and the likely duration of the delay.

8. Payment for Delays

- 8.1 The Consultant shall be entitled to payment in respect of any additional costs it incurs as a result of delays arising during the performance of the Services provided that the delays are attributable to default on the part of or caused by the Client.
- 8.2 The Consultant shall notify the Client when a delay arises and shall detail the reasons which in its opinion give rise to the delay, the consequences or likely consequences of the delay and any additional costs it had or may incur.
- 8.3 The Consultant shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Client details of the records being kept in respect thereof. Without necessarily admitting the Client's liability, the Client may require the Consultant to keep and agree with the Client any additional contemporary records as are reasonable and may in the reasonable opinion of the Client be material to the claim. The Consultant shall permit the Client to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Client's Representative so requires.
- 8.4 After the giving of a notice of delay to the Client under Clause 8.2 herein, the Consultant shall, as soon as is reasonable, send to the Client a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs it incurred. Thereafter at such intervals as the Client may reasonably require, the Consultant shall send to the Client further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.

9. Indemnity

- 9.1 The Consultant shall indemnify and hold harmless the Client from and against all liabilities, claims, damages, losses or expenses, costs or actions of any kind which may incurred, suffered, brought or threatened against the Client arising out of or resulting directly or indirectly from any negligence, act or omission, non-performance or any breach of obligations or warranties given by the Consultant, its servants, Sub-consultants and agents in performing the Services provided always that the liability of the Consultant to indemnify the Client as aforesaid shall be reduced proportionately to the extent that any wrongful act or neglect of the Client, its servants and agents may have contributed to such claims, damages, losses or expenses.
- 9.2 In the event of any errors or omissions for which the Consultant is responsible and as a result of which re-execution of the Services is required, the Consultant shall, without relieving any liability and obligation under this Agreement, at its own cost re-execute such Services to the reasonable satisfaction of the Client.

10. No Consequential Damages and Limit of Liability

- 10.1 Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto be liable to another party hereto for loss of profits or revenue, loss of use, loss of data, loss of opportunities, pure economic loss, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential special or indirect loss or damage, whether arising in contract, warranty, express or implied, tort or otherwise, and irrespective of fault, negligence and strict liability, and irrespective of whether the possibility of such damages has been disclosed or is reasonably foreseeable, and each party hereby releases the other therefrom.

11. Warranties

- 11.1 The Consultant warrants that (i) it is duly licensed, suitably qualified and experience to perform the Services under the Agreement; (ii) will perform such work in a workmanlike manner and meet the standards of workmanship to the extent that such standards commensurate with good industry practice; (iii) in compliance with all applicable law, regulations, codes, restrictive covenants; and (iv) Deed of Mutual Covenant and Lease and House Rules of the redevelopment site which shall be provided or informed to the Consultant whether in whole or in part from during the project.
- 11.2 The Consultant warrants shall and procure its Sub-consultant(s) shall comply with the payment of wages and MPF contributions requirements and procedures in accordance with the law. If any dispute arises in respect of default in payment of wages or otherwise. The Client shall be entitled to settle directly with the workers and to deducted or set off the same from or against any monies that have or may become due to the Consultant. The Consultant shall indemnify and save harmless the Client against and from any liability, loss, claim, application or proceedings whatsoever arising under the Employment Ordinance (Cap. 57) and/or the Employees' Compensation Ordinance (Cap. 282) or any statutory modification thereof for the time being in force in respect of the Contractor's employee(s).

12. Insurance

- 12.1 Without limiting its obligations and responsibilities nor its liability to indemnify the Client under Clause 9, the Consultant shall, as from the date of commencement of this Agreement, and thereafter, maintain a professional indemnity insurance with a minimum cover of an amount of HKD 33,330,000 to meet any claims that may be made by the Client in respect of any negligence in or about the conduct of and performance by the Consultant, its servants and agents of all and singular the Services. The Consultant shall use its best endeavours to maintain the said cover for a period of six years from completion of the Services under the Agreement provided the same continues to be available in the market in commercially reasonable terms. Either in the same policy or additionally, the Consultant shall maintain sufficient insurance, for the like period, as would properly protect the Consultant against any claims by third parties in respect of the performance of the Services by the Consultant.
- 12.2 In the event that the insurance cover required by Clause 12.1 ceases to be available in commercially reasonable terms, the Consultant shall maintain professional indemnity insurance at the maximum level of cover which is available in commercially reasonable terms, provided that the Consultant has obtained the prior agreement in writing of the Client to such reduced level of insurance cover.
- 12.3 If the Consultant shall fail upon request to produce to the Client documentary evidence that there is in force professional indemnity insurance required by Clause 12.1 or as may have been agreed in accordance with Clause 12.2, the Client may effect and keep in force any such insurance and pay such premium as may be necessary for that purpose. The Client shall be entitled to deduct such premium, together with expenses incurred, from any sums due to the Consultant under this Agreement and/or to recover such amount as a debt from the Consultant.

13. Termination, Suspension and Resumption

- 13.1 The Client may terminate its obligations under this Agreement:
- 13.1.1 in the event of substantial breach by the Consultant of its obligations hereunder, which breach has not been remedied within 14 days of written notice from the Client requiring the breach to be remedied; or
- 13.1.2 Force Majeure which prevents the Services from being completed pursuant to Clause 15; or

- 13.1.3 The Consultant becomes insolvent or bankrupt, files for reorganization under the bankruptcy laws, or makes an assignment for the benefit of its creditors. Or
- 13.1.4 by giving the Consultant 30 days written notice of its intention to do so;
- 13.2 The Consultant may terminate its obligations under this Agreement by giving the Client 30 days written notice of its intention to do so:
 - 13.2.1 in the event of either
 - (a) moneys payable to the Consultant hereunder being outstanding for more than 30 days; or
 - (b) other substantial breach by the Client of its obligations hereunder, which breach has not been remedied within 14 days of written notice from the Consultant requiring the breach to be remedied; or
 - (c) Force Majeure which prevents the Services from being completed pursuant to Clause 15;
- 13.3 Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the terms of this Agreement which occurred prior to the date of the termination.
- 13.4 In the event that the Services are terminated under Clauses 13.1.2 or 13.1.4 or 13.2.1 above, the Consultant shall be entitled to payment of such part of the Services rendered up to the date of termination, plus any additional charges and expenses necessarily incurred in bringing the Services to an orderly close.
- 13.5 This Agreement may be suspended by the Client giving the Consultant one month's notice in writing. On suspension the Consultant shall be paid all fees and expenses commensurate with the Services performed by the Consultant up to the date of suspension which may then be due. In the event of suspension the Consultant shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for any financial commitment or obligation outstanding after the giving of notice of suspension which it may have properly incurred in accordance with this Agreement prior to the giving of the notice of suspension or termination.
- 13.6 The payments referred to Clause 13.5 shall be deemed in full and final payment for the Services, up to the date of suspension. In the event of suspension and subsequent resumption of this Agreement the Consultant shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- 13.7 If this Agreement is resumed any payment of fees under Clause 13.5 except in respect of abortive work to be re-done shall rank as payments on account towards the fee payable under this Agreement.
- 13.8 Should this Agreement continue to be suspended for a period of more than two years then either :-
 - 13.8.1 it shall be terminated upon the written notice of either party, or
 - 13.8.2 it may be renegotiated with the agreement of both parties.

14. Effect of Termination

- 14.1 Termination of the Agreement shall not (i) relieve any party from any liability or obligation for

any matter, undertaking or condition which has not been done, observed or performed by that party before its withdrawal or termination; and (ii) affect the parties' accrued rights and obligations at the date of the event.

14.2 Upon termination or expiration of the Agreement, the Consultant shall immediately cease using the trade names, trademark, any intellectual property and any information provided by the Client as well as cease representing itself as the Client's consultant, agent, representative or otherwise.

14.3 Upon termination or expiration of the Agreement, the Consultant shall return and/or destroy the information or upon request by the Client at any time during term of the Agreement. The Consultant shall provide a written confirmation to the Client within five (5) business days after termination or expiration of the Agreement or receipt of the Client's requisition that these have been destroyed and that it has not retained any copies of them.

15. Force Majeure

15.1 The Consultant shall not be liable for any failure to perform the Services caused by any Force Majeure events. For the purpose of this Clause, Force Majeure means the outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow whether by external or internal means of the Government, civil war, riot, disturbances, civil commotion, epidemics, pandemics, acts and/or intervention of a governmental agency or authority including but not limited to border and/or travel restrictions, lockdowns and quarantines, or any similar cause beyond the control of the Consultant which prevents or adversely affects the performance of the Services.

15.2 Should the performance by the Consultant of the Services be prevented or adversely affected by the Force Majeure, it shall immediately give notice in writing thereof to the Client and, subject to such notice having been given, shall be reimbursed any extra costs and expenses as may have been necessarily incurred and as agreed between the Client and the Consultant, by reason of the Force Majeure.

15.3 Should the performance by the Consultant of the Services be wholly or substantially prevented by the Force Majeure for a period of not less than 90 consecutive days, either the Consultant or the Client shall be entitled at the expiration of such period of 90 days to give to the counterparty not less than 30 days' notice in writing terminating this Agreement. Upon the expiration of such notice, the Consultant shall be entitled to receive the same remuneration and reimbursement as if this Agreement had been terminated by the Client under Clause 13.4 plus any payments which may have become payable under Clause 15.2.

16. Intellectual Property Rights

All copyrights, design rights or patents in all drawings, reports, specifications, calculations and other documents supplied or produced by, for or on behalf of the Consultant under this Agreement ("the Intellectual Properties") shall remain the property of the Consultant but the Client shall have a perpetual and royalty free license to use the Intellectual Properties for the purposes for which they are prepared by the Consultant, subject always to the Consultant having received full payment for the Services in accordance with this Agreement. The Consultant shall not be liable for the use of any Intellectual Properties for any purpose other than that for which it was originally prepared by the Consultant.

17. Confidentiality

17.1 Save for the performance of the Services the Consultant shall not disclose the terms and conditions of this Agreement or any information, specification, document, drawing, plan, software, data or particulars furnished by or on behalf of the Client in connection therewith, to any person other than a person employed or engaged by the Consultant in carrying out this Assignment or any approved sub-consultants or the Consultant's legal and insurance

advisers.

17.2 Any disclosure to any person or sub-consultants permitted under Clause 17.1 shall be in strict confidence and shall extend only so far as may be necessary for the purpose of this Agreement and the Consultant shall take all necessary measures to ensure the confidentiality of any such disclosure.

17.3 The Consultant shall not without the prior written consent of the Client which approval shall not be unreasonably withheld publish, either alone or in conjunction with any other person, in any newspaper, magazine, publication, publication or periodical, any article, photograph or illustration relating to this Agreement.

17.4 If the Consultant has provided the Client with documents and information which the Consultant has declared in writing to be confidential and stamped accordingly whether in relation to its practice or special circumstances or for other good causes, unless the Client within two months of receipt of such information by notice in writing disagrees, then that information will be treated as confidential. The Client shall not permit the disclosure of such confidential information to third parties without the written consent of the Consultant.

18. Assignment and Sub-Consultants

18.1 Neither party may assign or transfer any of its obligations under this Agreement without the written consent of the other party, such consent shall not be unreasonably withheld. Unless stated in writing to the contrary, no assignment or transfer shall release the assignor from any obligation under this Agreement.

18.2 If the Consultant considers it appropriate to do so, it may, with the Client's prior approval, such approval shall not be unreasonably withheld, sublet any of its obligations under this Agreement to a Sub-consultant. Notwithstanding any approval is obtained from the Client and any provisions contained under the Agreement, (i) the Consultant shall remain bound by its obligations to the Client under this Agreement; and (ii) the Consultant shall be liable for the acts, defaults and neglects of its Sub-consultant as if they were deemed to be the acts, defaults or neglects of the Consultant.

19. Settlement of Disputes

19.1 If any dispute or difference of any kind whatsoever shall arise between the Client and the Consultant in connection with or arising out of this Agreement, which cannot be satisfactorily resolved through mediation or arbitration, the courts of Hong Kong have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.

20. Notices

Any notices to be given or other communications to be made to the other party under the terms of this Agreement shall be given or made in writing either by sending the same by hand, registered post, facsimile or email.

To the Client: Nissin Foods Company Limited
Mr Dennis Ma
11-13 Dai Shun Street, Tai Po Industrial Estate, New Territories, Hong Kong
Tel: 3406 6888 and Fax :2660 8460

To the Consultant: AECOM Asia Company Limited
Johnny Chiu
12/F, Grand Central Plaza, Tower 2,
138 Shatin Rural Committee Road,
Shatin, New Territories, Hong Kong

Tel (+852)3922 9000 Fax (+852)3922 9797

21. Severability

In the event that the whole or any part of these terms, conditions or provisions shall be determined to be invalid, unlawful or unenforceable to any extent, such whole or part of any term, condition or provision shall be severed from the remaining terms, conditions and provisions, and from the remainder of that term, condition or provision where only a part is severed, which shall continue to be valid to the fullest extent permitted by law and this Agreement shall be interpreted as if the whole or part of the term, condition or provision which has been severed had never been part of this Agreement.

22. Waiver

Any approval given or failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not amount to a waiver by them of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

23. Variation

No variation to the Agreement will be effective unless it is in writing and signed by or on behalf of each party. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected.

24. Independence of Parties

The relationship between the parties established by the Agreement shall solely of an independent contractor and all rights not expressly granted to the other party are expressly reserved by the party. Nothing contained herein shall construe to render any joint venture, partnership, other similar arrangement. The Consultant shall not conclude any contract or agreement or make any commitment, representation or warranty that binds the Client or otherwise act in the name of or on behalf of the Client, nor hold itself out as entitled so to do.

25. Survival

Any indemnity and any obligation of confidentiality under the Agreement are independent and shall survive expiration or termination hereof. The respective obligations of the parties under the Agreement which by their nature would continue shall survive expiration or termination hereof in accordance with any applicable statute of limitations or earlier period provided herein.

26. Applicable Law

This Agreement shall be governed by and be construed in accordance with the Laws for the time being in force in the Hong Kong Special Administrative Region.

27. Third Party Right

27.1 Except as specifically provided herein, nothing in this Agreement shall be intended to confer a benefit upon any third party. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

THE CLIENT

SIGNED BY **YASUHIRO YAMADA**
For and on behalf of the Client

Witness

[Signature]

山田恭祐



THE CONSULTANT

SIGNED BY **JOHNNY CHIU**
For and on behalf of the Consultant

Witness

[Signature]

[Signature]



SCOPE OF SERVICES

For the Integrated Services, please refer to "Section 10 - Proposed Scope of Services" of AECOM's proposal dated 1 February 2023 (see extract below) with the objective to complete the project by end October 2025 (Early Finish) or end December 2025 (Late Finish).

For the Logistic Consultant Services, please refer to AECOM's email dated 29 March 2023 attaching the Updated Scope of Services for Logistic Consultant Services (see extract below).

10. Proposed Scope of Integrated Services**10.1 Project Management Services****10.1.1 Interface with Nissin**

- Assist Nissin in the development of the project objectives.
- Develop a Functional Brief, in conjunction with Nissin, to ensure that a sound basis for the Design Briefs is established.
- Assist Nissin in developing a comprehensive project budget.
- Ensure that Nissin's approval is sought within the time constraints permitted by the Master Programme.

10.1.2 General Project Management Tasks

- Prepare the Master Programme indicating particular milestones such as submission dates, authority approvals, procurement activities, completion of construction works, etc.
- Monitor the Project Team's performance against the Master Programme.
- Hold and chair meetings as necessary, to ensure satisfactory co-ordination of the activities of the project and to monitor progress in accordance with programme.
- Prepare reports at regular intervals, with adjustments to programme and recommendations on activities to be expedited to meet completion dates.
- Prepare with the project team the project procedures to be adopted for cost, time and quality management and administrative control.

10.1.3 Design Management Tasks

- Monitor the Design Team to ensure that the requirements of their brief are fully incorporated in their design and their deliverables.
- Monitor Design Team to produce adequate design specifications for all aspects of the work.
- Initiate procedures, to ensure that design complies with overall cost budgets.
- Monitor the works of the Design Team are properly co-ordinated.
- Monitor the works of the QS Team in making regular design cost checks during the design phases for cost control purposes and that the budget is regularly monitored in accordance with the Client's requirements.

10.1.4 Procurement Related Tasks

- Oversee completion of all tender/contract documents for the Advanced Works and Demolition, Foundation, Superstructure construction works.
- Establish, in conjunction with the QS Team, appropriate tender process and analysis procedures for all construction works.

- Check material and equipment availability, to ensure that the project is not delayed due to long delivery dates for materials or equipment.
- Produce recommended lists of contractors for all construction works for Nissin's approval.
Assist in the interviews of contractors, if necessary.
- Implement Nissin's award of all advanced and construction work contracts and ensure that all contract documents are properly prepared and executed before work starts on site.

10.1.5 Construction Management Tasks

- Arrange "kick off" meetings with the works contractors to establish routine procedures and clear expectation from them right from the start of the construction.
- Define routine communication channels and meeting schedule between works contractors and Project Team.
- Monitor Programme, Quality, Safety, Health and Environmental (SH&E) issues.
- Knowledge and information transfer with the works contractors on particular design/construction/site logistic issues.
- Monitor the proper execution and provision for record of all necessary contractual related documentation e.g. Performance Bond/Guarantees, Contractor's All Risk Insurance, etc.
- Monitor the fair administration of the Works Contracts.
- Monitor the timely approval of works contractors' construction programme and submissions.
- Conduct periodic site inspections and monitor construction progress against Master Programme.
- Monitor the Design Team's timeliness in resolving design related issues in response to works contractors' Request For Information (RFIs).
- Monitor the timely resolution of claims (both EOT and cost) submitted by works contractors.
- Monitor the QS Team in his preparation of interim payment assessment and certification in accordance with the contract requirements.
- Monitor the timely settlement of final accounts by the QS Team for all works contracts.

10.2 Mechanical, Electrical, Plumbing Engineering Design and Fire Engineering Services

- Concept, Scheme and Detail Design for all necessary building services to support the operation of the building and the pallet storage racking system.
- Obtain all necessary statutory approvals from BD, FSD, EMSD, WSD, DSD, utilities undertakers, etc. including but not limited to the following.
- Fire services systems – It is anticipated sprinkler fire protection shall be required.
Additional smoke control system may be required depending on the Fire Engineering approach made. Automatic fire alarm and detection system shall be provided to provide coverage to areas not suitable for protection by water. Additional systems to enhance fire safety such as linear heat detection system, very early warning aspirating smoke detection system might also be considered.
- HVAC system – The pallet storage racking system shall be mainly using ventilation system. As the storage is large, it is important to make sure there is no hot spot inside the pallet storage racking system. The pallet storage racking system will be handling food ingredient or product. Hence, temperature control and monitoring should be carefully considered and implemented. Some operational area, such as the reception counter, may have localized air conditioning system to improve the work environment.
- Electrical system – Complete electrical power supply system shall be provided for the pallet storage racking system and the support functions. As the electrical system will be running around the pallet storage racking system to serve various equipment and motors, the cable routes and

support system shall be designed to minimize cost when applied in a steel frame system. The maintenance of the system will also be considered so that it is accessible at all times. The system shall be fully integrated with the pallet storage racking system to minimize the spatial requirements.

- Control and security systems – There are general building management/control system and specific pallet storage racking control system. It is proposed to explore a common platform so that the operator can obtain the alarm from the same screen. Appropriate protocol exchange from the building control system with the pallet storage racking system could be required. As the wiring of control system will be running in the pallet storage racking system, similar to the electrical systems, the control cable routes have to be carefully planned. Electronic security systems will be provided to monitor the critical locations of the building. As this facility is fully automated, it is anticipated the security system shall be automatic to trigger alarm in case of any intrusion. Closed Circuit Television System shall then be zoomed into the area and send the images to remote location for monitoring and response.
- Plumbing and drainage system – Roof drainage will be carefully designed so that it is a failsafe system in case the drainage stack fails. There will be plumbing and drainage system for general operation use such as cleaning of the pallets and also toilet facilities.
- Green and sustainable features – Depending on the preference from Nissin or any sustainability consultant, green and sustainable MEP features may be provided.
- Prepare all necessary drawings, specification for inclusion into the tender document for all work contracts.
- Assist in responding to tender queries and preparation of tender reports during procurement phase.
- Review and approve method statements / shop drawings submitted by the works contractors during construction phase.
- Respond to contractor's submitted RFIs.
- Attend and witness testing & commissioning of building services works by works contractors.
- Attend inspections by FSD, EMSD, WSD, etc. when necessary.

10.3 Civil, Traffic, Structural, Geotechnical Engineering Design and Registered Structural Engineer (RSE) & Registered Geotechnical Engineer (RGE) Services

- Concept, Scheme and Detail Design of the foundation and superstructure of the structural steel building envelope to house the pallet storage racking system.
- Provide RSE and RGE services.
- Provide part time Technical Competent Person (TCP) services under RSE and RGE's stream to supervise advanced GI field works (assume 2 weeks) and subsequent foundation and superstructure construction works.
- Obtain all necessary statutory approvals from BD, GEO, etc., including but not limited to the following.
 - Hoarding Plan
 - Demolition Plan of existing 4-storey reinforced concrete building
 - Ground Investigation Plan
 - Foundation Plan
 - Excavation & Lateral Support (ELS) Plan
 - Structural Plan
- Prepare Drainage Impact Assessment (DIA) and Sewage Impact Assessment (SIA) reports.
- Prepare Traffic Impact Assessment (TIA) report based on one day AM and PM peak hour vehicle counts.

- Prepare all necessary drawings, specification for inclusion into the tender document for all advanced works and construction work contracts.
- Assist in responding to tender queries and preparation of tender reports during procurement phase.
- Review and approved method statements / shop drawings submitted by the works contractors during construction phase.
- Respond to contractor's submitted RFIs.
- Prepare, endorse and submit amendments to approved prescribed plans, if necessary.
- Attend BD inspection when necessary.

10.4 Architectural Design and Authorized Person Services

- Conduct development potential analysis.
- Obtain record plans from BD and utilities undertakers.
- Assist the Project Manager to obtain quotation for topographical and site boundary survey.
- Assist the Project Manager to obtain quotation for underground utilities mapping scanning survey.
- Undertake the duties and responsibilities of an Authorized Person to prepare the General Building Plans for securing statutory approvals.
- Undertake the architectural and interior design.
- Preparation of draft General Building Plans.
- Finalize the General Building Plans for Pre-submission enquiry to Buildings Department and Fire Services Department.
- Coordinate with the MEP Team to prepare Drainage Plan for securing statutory approval.
- Technical design development.
- Prepare Tender Drawings and Particular Specifications for inclusion into the tender document for construction work contracts.
- Coordinate with the Quantity Surveyor Team in the preparation of pre-tender estimates.
- Assist in responding to tender queries and preparation of tender reports during procurement phase.
- Provide part time TCP services under AP stream during construction phase.
- Prepare, endorse and submit all necessary statutory forms to various government departments.
- Prepare, endorse and submit amendments to approved prescribed plans.
- Attend FSD & BD inspection.

10.5 Quantity Surveying Services

- Prepare an initial budget estimate.
- Prepare cost estimates for the advanced works contract including topographic survey, utilities survey and GI works.
- Prepare tender documents and procure the advanced works contracts.
- Prepare cost estimates at the end of each Concept Design, Scheme Design and Detail Design phase.
- Monitor and review design development to achieve compliance with budget and recommend cost

recovery procedures in the event of an overrun.

- Provide cost advice necessary enabling the Design Team to plan within the cost budget.
- Recommend possible cost saving areas or substitution of materials or construction methods wherever possible to optimize budget expenditure and buildability.
- Prepare cash flow forecasts based on the cost estimate and project programme if required.
- To provide cost plan when design change or upon request.
- Attend regular project/design meetings with Nissin and Design Team when required.
- Assist in the pre-qualification of works contractors.
- Advise on tendering procedure, contract arrangement and other contractual matters.
- Assist in the formulation of contract conditions for main contract.
- Prepare Preliminaries and compile tender documents based on drawings and specification for main contract.
- Prepare pre-tender estimate as a final check on the cost and, if necessary, propose modifications.
- Examine and report on tenders received, including a contractual review and arithmetical checks to assist in selection of works contractor.
- Assist in tender negotiations and agreement.
- Prepare Letter of Award and formal Contract Documents for execution.
- Attend regular project/design meetings with Nissin when required.
- Survey works in progress, take particulars and report valuations for interim certificates for payments purposes.
- Measure and prepare bills of variations to all contracts and price the amounts of extras and credits.
- Advise the Architect and assess the cost effect of variations under consideration.
- Prepare quarterly financial statements throughout the main contract period showing the up-to-date financial commitment by adjusting the contract sums for variations to the main contract, adjustment of provisional sums, etc.
- Prepare cash flow forecast of expenditure.
- Assist in evaluation of contractor's claims under the work contracts.
- Prepare and present Statement of Final Account of the work contracts.

Proposed Scope of Services of the Logistics Consultant during Design Phases

A. General

1. Review the system as provided by ASRS vendors.
2. Coordinate with ASRS vendors to resolve technical issues.
3. Work with other professional engineers to provide optimized ASRS solution.
4. The selection of ASRS shall be based on the following parameters :

Design Parameters of ASRS

出庫和入庫效率各位總儲量的5%/天，

8207托 *0.05/9小時 = 46托 /小時 (出庫或者入庫)，半托回庫 23托 /小時，項目約 600個 SKU (平均出庫60托/小時,高峰出庫120托/小時)。

貨架參數

Pallet Parameters:

貨物尺寸

L1200 x W1000 x H1450 (含托盤)

L1200 x W1000 x H1850 (含托盘) (很少托盘)

货物重量

(含托盘) Pallet weight with Pallet: 500kg(含托盘)

货位数量

Pallet quantity: 最小 Minimum 7,000个货位 (第二层和

第十六层可以放高货位)

B. Concept Design Phase

1. Review the operational flows with control points to ensure the new automated system complies with the client's brief. Design the new operational flows, expected productivity/ cycle time, and lay down control points.

2. Review ASRS vendors' products to ensure competitive tender can be issued.

3. Negotiate with ASRS vendors for solutions to suit the constraints as imposed by Fire Engineering and other building regulations. Seek alternative ASRS equipment designs and compare amongst them.

4. Coordinate with the ASRS vendors on the concept design and ensure that they are compatible.

5. Recommend the most suitable AS/RS system with detailed operating performance/parameters expected (such as cost, speed, volume handled, response time, simplicity of manual operations, etc.)

6. Define the required changes or amendments to the Warehouse Management System that can operate the new equipment and be linked to the ERP system. (if required, can also help to source the software system vendor)

C. Schematic Design Phase

1. Coordinate the structural, mechanical and electrical requirements from ASRS vendors with the other professional engineers to suit the available mechanical and electrical infrastructure.

2. Negotiate with ASRS vendors to achieve maximum capacity based on various constraints as imposed by the Fire Engineering and building codes.

3. Verify the ASRS system can meet the client's requirements. Recommend the most suitable AS/RS system with detailed operating performance/parameters expected (such as cost, speed, volume handled, response time, simplicity of manual operations, etc.)

D. Detail Design Phase

1. Provide detailed interfacing requirements for structure, mechanical and electrical systems.

2. Provide detailed interfacing requirements for fire services systems.

3. Verify the details provided by the structure, mechanical and electrical drawings meeting the ASRS requirements.

Anticipated Deliverables under each Design Phase

Concept Design Phase

- Report on the review of statutory constraints, e.g. building regulations, lease conditions, Outline Zoning Plan, tree protection, slope upgrading, transport requirement, drainage protection, heritage protection, etc.
- Design options and appraisal covering building massing, layout, orientation, etc.
- Recommendation of conceptual layout / site plans (scale 1:500)

Scheme Design Phase

- Scheme drawings (scale 1:200), spatial arrangement, development concept and appearance, provide schematics for BSE/structural designs for chosen scheme.
- 1:200 layouts plans

- Proposed choice of materials (including material sample boards) for client's approval

Detail Design Phase

- Finalized layout plans (scale 1:100 or 1:50 as needed) showing detailed design intent and services co-ordination.
- Design calculations for statutory submissions
- List of proposed building materials, systems and equipment
- 1:50 Room Data Layout plans, room elevations and Room Data Sheets



Schedule 2

SCHEDULE OF FEES

For the Integrated Services, Lump Sum Fee of HKD15,715,000
As per AECOM's email dated 8 February 2023 attaching the Best Offer and
Updated Payment Schedule (see attached)

For the Logistic Consultant Services, Lump Sum Fee of HKD950,000
As per AECOM's email dated 29 March 2023 attaching the Best Offer and Updated Scope of Services
for Logistic Consultant Services (see attached).



SCHEDULE OF PAYMENT

For the Integrated Services, Payment Schedule as per AECOM's email dated 8 February 2023 attaching the Best Offer and Updated Payment Schedule (see extract below)

Schedule of Payment for the Integrated Services

1. Project Management Services, Total Fee HKD4,200,000.00
 - A. Concept, Scheme, Detail Design, Procurement & Construction Phases: Monthly Payment of HK\$130,000*30 months.(HKD130,000*30=HKD3,900,000)
 - B. Defects Liability Period Phase: Monthly Payment of HK\$25,000 *12 months (\$25,000 x 12 = \$300,000)
2. Design Services (Total Fee = \$9,415,000)
 - A. Down Payment: 10%
 - B. Concept Design Phase
Completion of Concept Design:8%
 - C. Scheme Design Phase
Completion of Scheme Design: 8%
Award of Advanced Works for Topographic Survey, Utilities Survey and GI Works: 2%
Completion of Advanced Works for Topographic Survey, Utilities Survey and GI Works: 2%
 - D. Detail Design Phase
Submit Enquiry Submission to BD: 8%
Approval of Hoarding & Demolition Plan: 2%
Approval of Foundation & ELS Plan: 3%
Approval of GBP: 3%
Approval of Structural & Drainage Plan: 3%
Submission of Fire Engineering Report: 8%
Approval of Fire Engineering Report: 2%
Approval of TIA, DIA, SIA Reports:3%
Completion of Detail Design: 6%
 - E. Procurement Phase
Completion of Tender Document for Demolition Tender: 2%
Completion of Tender Document for Foundation & ELS Tender: 2%
Completion of Tender Document for Superstructure Tender: 3%
 - F. Construction Phase
Equal Monthly Payment over 15 months:25%
3. Quantity Surveying Services (Total Fee = \$2,100,000)
 - A. Concept Design Phase: Submission of Concept Design Cost Estimate:8%
 - B. Scheme Design Phase
Submission of Scheme Design Cost Estimate:8%
Award of Advanced Works for Topographic Survey, Utilities Survey and GI Works: 3%
Completion of Final Accounts for Advanced Works for Topographic Survey, Utilities Survey and GI Works: 3%
 - C. Detail Design Phase
Submission of 50% Detail Design Cost Estimate: 7%
Submission of 100% Detail Design Cost Estimate:8%
 - D. Procurement Phase

Issue of Demolition Tender:5%
Award of Demolition Contract:5%
Issue of Foundation & ELS Tender: 5%
Award of Foundation & ELS Contract:5%
Issue of Superstructure Tender: 5%
Award of Superstructure Contract: 5%

E. Construction Phase: Equal Monthly Payment over 15 months: 25%

F. Defects Liability Period Phase

Completion of Final Account for Demolition Contract: 2%
Completion of Final Account for Foundation & ELS Contract: 3%
Completion of Final Account for Superstructure Contract: 3%

For the Logistic Consultant Services, Payment Schedule as per below.

Down Payment (Upon signing of the agreement) - 10%

Completion of Concept Design Phase - 25%

Completion of Scheme Design Phase - 30%

Completion of Detailed Design Phase - 35%



PROJECT PROGRAMME

