RCC No:{rc\_number}

From : {TenantName}

{TenantAddress}

To : [Henderson Leasing Agency Limited/Henderson Property Agency Limited]

(As Agent of the Landlord, {OwnerName})

72-76/F, Two International Finance Centre,

No.8 Finance Street, Central, Hong Kong

Dear Sirs,

**Re.: {untType} No(s) {Unit} {ptyname}**

**OFFER TO LEASE**

I/We, the intended tenant hereby offer to rent the Premises described below from you, on the following principal terms and conditions and subject to payment to the Landlord the following Rent (Clause 9), Management Fee (Clause 11), Air-Conditioning Charges (Clause 12), Government Rates/Provisional Government Rates (Clause 13)[, Government Rent/Provisional Government Rent (Clause 14)] and other charges, fees and amounts (collectively "**the** **Other Charges**") as set out in this offer to lease ("**this Offer**"):

1. THE LANDLORD

|  |  |  |
| --- | --- | --- |
| 1.1. | Name : {OwnerName} ("**the Landlord**") | |
| 1.2. | Registered Office/Principal Place of Business in Hong Kong : | 72/F-76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong. |

1. THE TENANT

{TENANT\_Begin}

|  |  |  |  |
| --- | --- | --- | --- |
| 2.1. | Name : {TenantName} ("**the Tenant**") (*corporate tenant*) | | |
|  |  | | |
| 2.2. | Certificate of Incorporation No. : | | {CINo} |
|  |  | |  |
| 2.3. | Business Registration No. : | | {BRNo} |
|  |  | |  |
| 2.4. | Registered Office/Principal Place of Business in Hong Kong : | | {RegAddr} |
|  |  | |  |
| 2.5. | Contact Person : | | {ContactPersonName} |
|  |  | |  |
| 2.6. | | Contact Number : | {ContactPhoneNo} |
|  | |  |  |
| 2.7. | | Email Address : | {ContactEmail} |
|  |  | |  |
| 2.8. | If there are two or more corporations included in the expression "**the Tenant**", covenants expressed to be made by the Tenant shall be deemed to be made by such corporations jointly and severally. | | |

{TENANT\_End}

{Person\_Begin}

|  |  |  |
| --- | --- | --- |
| 2.1. | Name : {TenantName} ("**the Tenant**") (*individual tenant*) | |
|  |  | |
| 2.2. | HKID/Passport No. : | {HKID} |
|  |  | |
| 2.3. | Residential Address :  *(Please provide residential proof within last three months)* | {TenantAddress\_P} |
|  |  |  |
| 2.4. | Contact Number : | {ContactPhoneNo} |
|  |  |  |
| 2.5. | Email Address : | {ContactEmail} |
|  |  |  |
| 2.6. | If there are two or more persons included in the expression "**the Tenant**", covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally.  {Person\_End} | |

1. LANDLORD'S SOLICITORS

|  |  |  |
| --- | --- | --- |
| 3.1. | Name and Address : | {SolicitorName} |
|  |  | {SolicitorAddress} |
| 3.2. | Contact Person : | {SolicitorContactPerson} |
|  |  |  |
| 3.3 | Phone Number : | {SolicitorTelNo} |

1. THE PREMISES

All that Shop No(s) {**Unit**}(as shown on the floor plan attached hereto and thereon colored pink for identification purpose only) of the commercial development known at the Land Registry as [name and address], Hong Kong ("**the Building**").

1. THE FLOOR AREA

The gross floor area ("**the Gross Floor Area**") of the Premises is {GFA} square feet which measurement are accepted by the Tenant as correct and accurate.

The Tenant acknowledges and accepts that the Gross Floor Area of the Premises shall be adopted for the purpose of calculating and computing the Management Fee and Air-Conditioning Charges and the Rent payable by the Tenant.

[If there should be a variation in area between the Gross Floor Area mentioned in this Offer and the final Gross Floor Area as so determined by the Landlord, the Management Fee and the Air-Conditioning Charges and the rent as defined in Clauses 11 and 12 shall be adjusted on the basis of the final Gross Floor Area.]

[WKLL: Can be deleted if the Building has been constructed, OP has been issued and the Gross Floor Area has been ascertained.]

1. USER

Restricted to the operation of [Shop / Restaurant] under the trade name of {TradeName} only and for no other purpose. The Tenant shall be responsible for obtaining all necessary licenses and approval required by any government departments and public authority in connection with the operation of its business at the Premises and the lawful use of the Premises. The Landlord does not warrant that the Premises are fit for such purpose or any particular purpose.

For the avoidance of doubt, the Tenant hereby acknowledges that no warranty whatsoever has been made by the Landlord as to the number of shops in the Building that carry or will carry on business which is the same or similar to the business to be carried on by the Tenant at the Premises as mentioned in this Clause 6, The Tenant further agrees that the Landlords shall have absolute discretion to let the other shops in the Building to any person or corporation for any purpose and the Landlords shall not be responsible for any loss of business or any other loss or damage that may be suffered by the Tenant as a result of the carrying on business of whatsoever nature by the other tenants of the other shops of the Building.

1. BUSINESS HOURS

The Tenant shall keep the Premises open for business to the public from [10:00 a.m. to 10:00 p.m.] ("**the Business Hours**") every day on all days of the year throughout the Fixed Term including Sundays, Gazetted and General holidays. Without prejudice to the generality of the foregoing any suspension of the Tenant's business or part thereof for a period of more than five (5) consecutive days shall only be allowed with the prior consent of the Landlord. Except with the prior approval in writing of the Landlord, the Tenant shall not alter the Business Hours.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 8. | TERM OF TENANCY : | | |  | | |
|  |  | | |  | | |
|  | (i) | | Fixed Term ("**the Fixed Term**") : | {Term\_year} | | |
|  |  | |  |  | | |
|  | (ii) | | Fixed Term commencement date | [ \* {LCD} ]/ | | |
| (**"the Commencement Date**") : | [A date to be notified by the Landlord to the Tenant in writing ("**the Landlord's Notice**") as the date when the Fixed Term shall commence and possession of the Premises shall be delivered by the Landlord to the Tenant, which shall be the seventh (7th) day from and including the date of the Landlord's Notice.] | | |
|  | | |
| [OR | | |
|  | | |
| (For the Building under construction) | | |
|  | | |
| A date to be modified by the Landlord to the Tenant in writing ("**the Landlord's Notice**") as the date when the Fixed Term shall commence and possession of the Premises shall be delivered by the Landlord to the Tenant which shall be a date: | | |
|  | | |
|  | after the issuance of the occupation permit (whether temporary or permanent) for the Building and the completion of the construction of the Building to the satisfaction of the Landlord; and | |
|  | | |
|  | the seventh (7th) day from and including the  date of the Landlord's Notice. | |
|  | | |
| Without prejudice to the foregoing, the Lease Commencement Date is expected to be before {LCD} subject to the issuance of the occupation permit (whether temporary or permanent) for the Building and the completion of the construction of the Building to the satisfaction of the Landlord and the final confirmation under the Landlord's Notice.  No warranty is given or implied as to the exact date when possession of the Premises will be delivered. The Tenant accepts that the Landlord may at its sole discretion fix the Commencement Date.] | | |
|  | | |
| If the premises cannot be delivered to the Tenant by {LCD}, then either the Landlord or the Tenant shall have the right to rescind this Offer or Tenancy Agreement signed by the Landlord and the Tenant by serving or the other [seven (7)] days' written notice. Under such circumstances, all monies paid by the Tenant for the lease of the Premises shall be refunded by the Landlord to the Tenant without any interest and/or compensation, and the Tenant shall not made or be entitled to make any claim against the Landlord made by us in respect of such rescission. | | |
|  | | |
|  | (iii) | | Fixed Term expiry date ("**the Expiry Date**") : | {LED} or {Term\_year} from and including the Commencement Date] | | |
|  |  | |  |  | | |
|  | (iv) | | Option to Renew (if any) : | An option to renew for a further term of {OptionToReviewYears} commencing from the date immediately after the Expiry Date ("**the Option Term**") | | |
|  |  | |  |  | | |
|  | (v) | | If there shall not at the expiration of the Fixed Term be any arrears of Rent or other payments or any breach of the terms and conditions of this Offer or the Tenancy Agreement signed by the Landlord and the Tenant ("**the Signed Tenancy Agreement**"), the Tenant shall have an option to renew this Offer or the Signed Tenancy Agreement for a further term of {OptionToReviewYears} upon the expiration of the Fixed Term ("**the New Term**") subject to the following terms but otherwise in the same terms and conditions as contained in this Offer or the Signed Tenancy Agreement save for the Rent, rent free period [(if any)] and this option to renew. If the Tenant shall be desirous of renewing this Offer or the Signed Tenancy Agreement in respect of the Premises for a further term of {OptionToReviewYears} commencing as from the date immediately after the date of the expiration of the Fixed Term, the Tenant shall not less than six (6) months nor more than seven (7) months before the expiration of the Fixed Term give to the Landlord notice in writing to exercise this option to renew the lease of the Premises for a further term of {OptionToReviewYears} and Provided That the Tenant shall have paid the Rent and other charges hereby reserved and shall have performed and observed the several covenants hereinbefore contained and all the terms and conditions under this Offer or the Signed Tenancy Agreement for the Tenant to be observed and performed up to the expiration of the Fixed Term, the Landlord shall let the Premises to the Tenant for such further term of {OptionToReviewYears} commencing as from the date immediately after the date of the expiration of the Fixed Term at a new rent to be determined in accordance with sub-clause (vi) below. If no notice of renewal is served as aforesaid, this option shall be null and void and the Landlord shall be at liberty to deal with or otherwise dispose of the Premises in such manner as it in its absolute discretion thinks fit. | | | |
|  |  | |  | | | |
|  | (vi) | | The new monthly [basic] rent [and the new percentage of monthly gross turnover for calculation of the additional turnover rent] ([collectively] "**the** **New Monthly Rent**") shall be at the prevailing market rent [and rate] at which the Premises might reasonably be expected to be let in the open market on [date] ("**the** **Rent Review Date**") to be mutually agreed between the parties hereto two (2) months before the Rent Review Date. Failing such agreement on the New Monthly Rent two (2) months before the Rent Review Date, the New Monthly Rent shall be determined by an independent professional valuer being a Fellow or Professional Associate of the Hong Kong Institute of Surveyors (or the equivalent member of any body for the time being performing the function of the Institute) to be appointed jointly by the parties hereto in writing or in the absence of agreement one (1) month before the Rent Review Date, such valuer to be appointed (on the application of any of the parties hereto) by the President for the time being of the Hong Kong Institute of Surveyors or the head of any body for the time being performing the functions of the Institute, his respective duly appointed deputy or any person duly authorized to make appointment on his behalf ("**the** **President**" and the appointed valuer is hereinafter referred to as "**the** **Valuer**"). If the Valuer refuses to act or is or becomes for any reason unable to act or dies before he gives his decision, then any of the parties may request the President to nominate a further valuer to act in accordance with this sub-clauses (vi) and sub-clause (ix) below. For the avoidance of doubt, the parties hereto agree confirm and accept that once the Valuer has determined the New Monthly Rent, the decision of the Valuer on the New Monthly Rent shall be conclusive and binding on the parties hereto. | | | |
|  |  | |  | | | |
|  | (vii) | | If the New Monthly Rent payable on and from the Rent Review Date has not been determined by that date, rent shall continue to be payable at the rate payable immediately before the Rent Review Date until the New Monthly Rent is determined. The Tenant shall pay to the Landlord or the Landlord shall pay to the Tenant (as the case may be) the difference between the monthly rent paid for the Premises pending determination of the New Monthly Rent and the New Monthly Rent for the period between the Rent Review Date and the date on which the New Monthly Rent is determined within thirty (30) days after the New Monthly Rent has been determined. For the purposes of this sub-clause, the New Monthly Rent shall be deemed to have been ascertained on the date of the determination of the Valuer. | | | |
|  |  | |  | | | |
|  | (viii) | | The fee of the Valuer of the Renewal Agreement and all costs and disbursements relating to the appointment, services and determination of the Valuer, whether the Valuer delivers his decision or not, shall be borne by the Landlord and the Tenant in equal shares. | | | |
|  |  | |  | | | |
|  | (ix) | | The Valuer must allow the parties to make written representations, which may contain any rental evidence and a rental valuation of the Premises. If a party makes representations, the Valuer must promptly pass details of those representations to the other party, inviting comments within seven (7) days in reply to matters raised in the initial representations. | | | |
|  |  | |  | | | |
|  | (x) | | When the New Monthly Rent is agreed or determined, the parties hereto shall enter into a new tenancy agreement for the renewal term. Each party shall bear its own legal costs and disbursements in respect of the preparation, approval or completion of the new tenancy agreement but the adjudication fee, stamp duty and registration fee payable on the new tenancy agreement and its counterpart shall be borne by the Landlord and the Tenant in equal shares. | | | |
|  |  | |  | | | |
|  | (xi) | | The Landlord and the Tenant acknowledge and agree that this option to renew is not transferrable and that in no event will any assignee or sub-lessee have any rights to exercise this option to renew without the express written consent of the Landlord. | | | |
|  |  | |  | | | |
| 9. | MONTHLY RENT : | | |  | | |
|  |  | | |  | | |
|  | Monthly Rent ("**the Rent**") | | |  | | |
|  | (i) | |  | Monthly Basic Rent ("**the Monthly Basic Rent**") | | |
| {#RentFreeLst} | | | | | | |
|  |  | | {PeriodsStr} (Fixed Term) : | HK${MonthRentAmt} per month payable monthly in advance on the 1st day of each calendar month without any deduction, counterclaim or set-off; and  {Tumover\_Begin}  Additional Turnover Rent ("**the Additional Turnover Rent**") :  {TurnoverRate}% of monthly gross turnover less the Monthly Basic Rent without any deduction of the Tenant's business carrying out on, in, at or from the Premises throughout the Fixed Term. This Additional Turnover Rent shall apply for the whole Fixed Term. The Tenant agrees that the calculation, mechanism and provisions in respect of the Additional Turnover Rent as stated in Schedule 3 attached hereto shall form part of this Offer.  The Monthly Rent and the Additional Turnover Rent are hereinafter referred to as "**the Rent**".  The Monthly Rent and the Additional Turnover  Rent are hereinafter referred to as "**the Rent**".  {Tumover\_End} | | |
| {#RentFreeLst} | | | | | | |
| {#OptionLst}(ii) | | | | | | |
|  | (ii) | | {OptionTermPeriodsStr1}  (Option Term) (if any) : | HK$ {OptionTermFixAmt1} per month [OR at market rent but not less than HK$ {OptionTermMinAmt1} per month [and not more than HK$ {OptionTermMaxAmt1} per month]]. | | |
| {#OptionLst} | | | | | | |
|  |  | |  |  | | |
| 10. | RENT-FREE PERIOD(S) : | | | From {RentFreeStr} (both days inclusive) provided that the Tenant shall continue to pay the Government Rates, [Government Rent,] Management Fee, Air-Conditioning Charges and all other outgoings payable during this rent-free period. | | |
|  |  | | |  | | |
| 11. | MANAGEMENT FEE ("**the Management Fee**") : | | | HK$ {MgtFee} per {MgtPayInt} (i.e. at a unit rate of HK$ {MgtFeePerFt} per square foot of the Gross Floor Area of the Premises) subject to periodic reviews by the Landlord or the manager of the Building ("**the Property Manager**") payable by the Tenant to the Landlord monthly in advance on the 1st day of each calendar month without any deduction, counterclaim or set-off. | | |
|  |  | | |  | | |
| 12. | AIR-CONDITIONING CHARGES ("**the Air-Conditioning Charges**") : | | | HK$ {AirFee} per {AirPayInt} (i.e. at a unit rate of HK${AirFeePerFt} per square foot of the Gross Floor Area of the Premises) (subject to periodic reviews by the Landlord or the Property Manager) payable by the Tenant to the Landlord monthly in advance on the 1st day of each calendar month without any deduction, counterclaim or set-off. | | |
|  |  | | |  | | |
| 13. | [GOVERNMENT RATES / PROVISIONAL GOVERNMENT RATES] ("**the Government Rates**") : | | | HK${RatesFee} per {ratesPayInt} [(being the Provisional Government Rates calculated at 5% or such other rates as the Government may from time to time determine of the [Rent/Monthly Basic Rent] per month, and the Government Rates shall be adjusted when it has been assessed by the Government of the Hong Kong Administrative Region ("**the Government**"))] payable by the Tenant to the Landlord [monthly/quarterly] in advance on the 1st day of each calendar [month/quarter] without any deduction, counterclaim or set-off. | | |
|  |  | | |  | | |
| 14. | [GOVERNMENT RENT *(if any)* / PROVISIONAL GOVERNMENT RENT (*if any*)] ("**the Government Rent**") : | | | HK${GvmRentFee} per {GvmRentPayInt} [(being the Provisional Government Rent calculated at 3% or such other rate as the Government may from time to time determine, and the Government Rent shall be adjusted when the Government Rent has been assessed by the Government)] payable by the Tenant to the Landlord [monthly/quarterly] in advance on the 1st day of each calendar [month/quarter] without any deduction, counterclaim or set-off. | | |
|  |  | | |  | | |
| 15. | DEPOSIT : | | |  | | |
|  |  | | |  | | |
|  | (i) | | Rental Deposit : | A cash deposit in the sum of HK$ {RentalDeposit} equivalent to [{PeriodOfRentalDeposit}] the [Rent/Monthly Basic Rent] of Year Last Year payable during the Fixed Term, [{PeriodOfRentalDeposit}] Management Fee, Air-Conditioning Charges and a quarter Government Rates [and Government Rent].  [A bank guarantee to the extent of HK${BankGuarantee} equivalent to [{PeriodOfRentalDeposit}] the [Rent/Monthly Basic Rent] of Year [1], [{PeriodOfRentalDeposit}] Management Fee, Air-Conditioning Charges and a quarter Government Rates [and Government Rent] to be provided by a bank which holds a valid banking licence to operate its business in Hong Kong and to guarantee the due observance and performance of the obligations of the Tenant. The Tenant agrees to provide the bank guarantee to the Landlord within seven (7) days upon signing of the Tenancy Agreement by the Tenant]. | | |
|  |  | |  |  | | |
|  | (ii) | | Premises Damage and Reinstatement Deposit : | HK$ {ReinstatementDeposit} equivalent to {RDRDMonthStr} the [Rent/Monthly Basic Rent] of Year [\*] payable during the Fixed Term. | | |
|  |  | | |  | | |
| 16. | STAMP DUTY : | | | All stamp duty, registration fees (if any) and disbursements arising out of this Offer and the Tenancy Agreement shall be borne and paid by the [parties equally] and the Tenant shall provide the Landlord with a cheque issued in favour of the Landlord's solicitors for payment of its half share of the aforesaid stamp duty upon the signing of this Offer. | | |
|  |  | | |  | | |
| 17. | LEGAL COSTS : | | | The legal costs of the Landlord's solicitors for preparation, completion, execution and registration (if required) of this Offer shall be borne and paid by the parties hereto in equal shares Provided that if the Tenant shall instruct a separate firm of solicitors to act for it, then [each party shall bear its own legal costs/the Tenant shall pay half of the Landlord's legal costs]. It is hereby expressly declared by the Tenant that the Landlord and its Agent have urged the Tenant to seek independent legal advice in connection with and before signing this Offer. | | |
|  |  | | |  | | |
| 18. | PERSONAL GUARANTOR(S) (if any) : | | | [ {Guarantor} ] | | |
|  |  | | |  | | |
|  | The Tenant agrees to procure [the sole shareholder / two (2)] majority shareholders of the Tenant domiciled with proof of permanent residency in Hong Kong to execute[ a personal guarantee / joint and several guarantee] in such form satisfactory to the Landlord to guarantee the due observance and performance of the obligations of the Tenant under [this Offer and] the Tenancy Agreement. The legal costs of the Landlord's solicitors for the preparation and attending to execution of the guarantee shall be borne by the Tenant absolutely. | | | | | |
|  |  | | | | | |
| 19. | (A) THE FOLLOWING PAYMENTS TO BE MADE BY THE TENANT TO THE LANDLORD UPON SIGNING OF THIS OFFER | | | | | |
|  |  | | | | | |
|  |  | | | **Period/Basis** | | **Amount** |
|  | (i) | INITIAL DEPOSIT : | |  | |  |
|  | First instalment of Rental Deposit : | | | Two (2) Months' [Rent/Monthly Basic Rent] | | {DepositPaid} |
|  |  | | |  | |  |
|  |  |  | |  | |  |
|  |  | | | **Total :** | | {DepositPaid} |
|  | (B) THE FOLLOWING ADVANCE PAYMENTS, FEES AND DEPOSITS TO BE MADE BY THE TENANT TO THE LANDLORD UPON SIGNING OF THE TENANCY AGREEMENT OR HANDOVER OF THE PREMISES TO THE TENANT (whichever is the earlier) | | | | | |
|  |  | | | | | |
|  |  | | | **Period/Basis** | | **Amount** |
|  | (i) | RENT : | | One (1) month [Rent/Monthly Basic Rent] for the [first month of the Fixed Term/month immediately after the Rent-Free Period] | | {PayableRentPMTotal} |
|  | (ii) | MANAGEMENT FEE (if any) : | | One (1) month for the first month of the Fixed Term | | {PayableMgtFeePMTotal} |
|  | (iii) | AIR-CONDITIONING CHARGES (if any) : | | One (1) month for the first month of the Fixed Term | | {PayableACPMTotal} |
|  | (iv) | GOVERNMENT RATES / PROVISIONAL GOVERNMENT RATES : | | One (1) month for the first month of the Fixed Term | | {PayableRatesPMtotal} |
|  |  |  | |  | |  |
|  |  | BALANCE OF DEPOSIT : | |  | |  |
|  | (v) | Balance of Rental Deposit : | | One (1) month [Rent/Monthly Basic Rent] [by way of bank guarantee] | | {BalanceOfDeposit} |
|  | (vi) | PREMISES DAMAGE AND REINSTATEMENT DEPOSIT | | Half (½) month of [Rent/Monthly Basic Rent] | | {BalOfPDRDDpst} |
|  |  |  | |  | |  |
|  | (vii) | APPROVAL FEE OF TENANT'S PLANS : | | One-off | | {ProposalApprovalFee} |
| {#OthPMLst} | | | | | |
| {sn} | {ename} | | {title} | | {AmtStr} |
| {#OthPMLst} | | | | | |
|  |  |  | |  | |  |
|  |  | | | **Total :** | | {SumitoViii} |

20. HANDOVER CONDITION

[As is/Bare shell] condition together with the Landlord's fixtures and fittings as listed in Schedule 2 hereto ("**the Landlord's Fixtures and Fittings**").

21. TERMS AND CONDITIONS

The parties agree that the Terms & Conditions set out in Schedule 1 and 2 form an integral part of this Offer.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE (CAP. 623)

No person, firm, company or corporation who is not a party to this Offer shall have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Offer except and to the extent that this Offer expressly provides otherwise. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

23. DISCLOSURE OF AGENT REPRESENTATION

The Tenant is aware that [ {ExternalAgentName} (Company Licence No.: {ExternalAgentLisNo})] is the introducing agent to this Offer and that the Tenant has no objection to the Landlord paying the agency fee to the introducing agent upon successful signing of the Tenancy Agreement by both the Landlord and the Tenant.

24. TENANT'S OFFER

The Tenant attaches hereto a {Deposit\_BankName} (Bank) cheque (No. {Deposit\_ChqNo}) in the sum of HK$ {DepositPaid} payable to ["**Henderson Leasing Agency Limited**"/"**Henderson Property Agency Limited**"] ("**the Agent**") being the initial deposit payable by the Tenant as stipulated in Clause 19(A) hereof and another {StampDutyBankName} (Bank) cheque (No. {StampDutyChqNo}) in the sum of HK$ {StampDutyAmount} payable to "**The Government of the HKSAR**" being payment for Stamp Duty stipulated in Clause 16 hereof.  **Subject as aforesaid, the Initial Deposit shall be returned to the Tenant in full but without interest by cheque within thirty (30) days from the day that this Offer is not accepted by the Landlord under Clause 6 of Schedule 1.**

Please signify your acceptance of the aforesaid terms and conditions by signing and returning this Offer to us.

|  |  |  |
| --- | --- | --- |
| Yours faithfully, |  | Confirmed and accepted by, |
| For and on behalf of |  | [Henderson Leasing Agency Limited/Henderson Property Agency Limited] |
|  |  | As Agent of the Landlord |
|  |  |  |
| Date : |  | Date : |
| Title: |  | Title: |

**SCHEDULE 1**

**TERMS AND CONDITIONS**

1. TERM OF TENANCY

The Fixed Term shall commence and the Rent and the Other Charges become payable from the Commencement Date even if it falls on a Sunday or public holiday or the Tenant does not take delivery of possession of the Premises on such date.

1. RENT AND OTHER CHARGES
   1. Rent

The Rent shall be exclusive of Government Rates, [Government Rent,] Management Fee, Air-Conditioning Charges (if any) and other outgoings.

* 1. Government Rates [and Government Rent]

In the event of the Premises not yet having been assessed to Government Rates and/or the Government Rent, the Tenant shall pay to the Landlord the Provisional Government Rates and/or the Provisional Government Rent on account of and as payment of Government Rates and/or the Government Rent subject to adjustment on actual Government Rates and/or the Government Rent assessment being received by the Landlord from the Government.

* 1. Management Fee

The Tenant agrees that the Management Fee does not include the charges for the removal of garbage, refuse, construction and decoration waste caused when the Tenant carries out any fitting-out, decoration or renovation work of and at the Premises. The Tenant shall be responsible for the removal of the same from the Premises to such location as shall be determined by the Property Manager or the Landlord at the Tenant's own cost.

* 1. Air-Conditioning Charges
     1. The Tenant acknowledges that the Air-Conditioning Charges does not include the repair, maintenance and cleaning of all the fan coil units and filters (if any) within the Premises and further agrees to be solely and fully responsible for carrying out the aforesaid services at its sole expense.
     2. The Tenant further understands and accepts that the chilled water supply to the Premises shall be from [\*] a.m. to [\*] p.m. ([\*(\*)] hours) ("**the Normal Supply Hours**") [\*(\*)] days a week. The Normal Supply Hours are subject to change by the Property Manager in its absolute discretion deems fit provided that at least one (1) month's written notice shall be served on the Tenant prior to such change.
     3. Without prejudice to the generality of the foregoing, if any upgrading/alteration/addition work to the air-conditioning system of the Premises (including but not limited to the fan-coil unit(s) (if any) provided by the Landlord) has been carried out, the Tenant shall on demand, by notice in writing of the Landlord or the Property Manager, pay all such extra chilled water charges and fees/charges of the like for such amount as the Landlord and/or the Property Manager may at their absolute discretion assess (which shall be conclusive), and the Tenant shall not raise any objection thereto.
  2. Periodic Increase in Management Fee and Air-Conditioning Charges
     1. Notwithstanding the above, the Tenant understands that if at any time during the period between the date hereof and the date of the signing of the Tenancy Agreement or during the Fixed Term, the costs relating or incidental to the management and maintenance of the Building and/or the supply of air-conditioning or chilled water services by the Landlord and/or the Property Manager to the Premises (including, inter alia, the operating costs of the Landlord and the electricity charges imposed by the Hong Kong Electric Company Limited) shall have risen, the Landlord or the Property Manager shall be entitled to increase the Management Fee and Air-conditioning Charge by an appropriate amount by giving not less than one (1) month's written notice to the Tenant. When any such notice of increase shall be sent by the Landlord or the Property Manager to the Tenant, the Landlord's or the Property Manager's assessment of the increase shall be conclusive, and the Tenant shall not raise any objection thereto.
     2. The Tenant further agrees and accepts that it will be solely responsible to pay for such additional Air-Conditioning Charges at the Premises during and after (if applicable) the Normal Supply Hours at such amounts as may be determined by the Landlord or the Property Manager.
  3. Utility Charges

The Tenant agrees to pay and discharge punctually during the Fixed Term all charges (including all Deposits) in respect of water, gas, electricity, light, power, telephones, telecommunications and any other utility as may be shown by the separate meter or meters installed upon the Premises or by accounts rendered to the Tenant.

1. OPERATION HOURS

The operation hours of the building management facilities services provided to the Premises and common areas of the Building, including but not limited to lightings, escalators, passenger lifts, cargo lifts, shall be from [\*] a.m. to [\*] p.m. daily on all days of the year including Sundays and Gazetted General Holidays which hours are subject to change by the Property Manager at its discretion deems fit and by giving at least one (1) month's written notice in advance.

1. DEPOSIT
   1. The Tenant shall on the signing hereof deposit with the Landlord the initial deposit specified in Clause 19(A) of this Offer to secure the due observance and performance by the Tenant of the covenants, agreements, stipulations, terms and conditions herein contained and on the part of the Tenant to be observed and performed ("**the Initial Deposit**").
   2. The balance of the Deposit as specified in Clause 19(B)(v) of this Offer ("**the Balance of Deposit**") shall be paid by the Tenant to the Landlord upon the signing of the Tenancy Agreement by the Tenant or delivery of vacant possession of the Premises by the Landlord to the Tenant, whichever shall be the earlier.
   3. The Initial Deposit and the Balance of Deposit are hereinafter collectively referred to as "**the Deposit**" shall be retained by the Landlord throughout the Fixed Term (subject to the Landlord's right to forfeit the Deposit) without payment of interest to the Tenant.
   4. Landlord's Right to Deduct
      1. The Tenant hereby specifically authorizes the Landlord (but without prejudice to any other Landlord's right or remedy) to deduct and apply the Deposit or any part thereof paid or to enforce the bank guarantee provided (if any) in payment of (i) the amount of any arrears of Rent and Other Charges payable hereunder by the Tenant (if any); and (ii) any costs, expenses, loss or damage sustained by the Landlord as the result of any non-observance or non-performance by the Tenant of any of the covenants, agreements, stipulations, obligations or conditions herein contained.
      2. In the event of any deduction being made by the Landlord from the Deposit in accordance with the provisions of this Offer during the Fixed Term, the Tenant shall (without prejudice to the other rights and remedies of the Landlord which rights and remedies are hereby reserved) forthwith on demand pay to the Landlord a sum or sums equal to the amount so deducted and any failure by the Tenant so to do shall entitle the Landlord forthwith to re-enter upon the Premises and to determine the Tenancy pursuant to the provisions of this Offer.
   5. Upon any increase, for whatever reason, in the Rent, Management Fee and Air-Conditioning Charges[, and] Government Rates [and Government Rent] during the Fixed Term, the Tenant shall pay to the Landlord by way of increase in the Deposit a cash sum proportional to the said increase to maintain the ratio of Deposit in term of the Rent, Management Fee and Air-Conditioning Charges[, and] Government Rates [and Government Rent] to that previously subsisting. The obligation of the Tenant to make payment under this Clause shall be a condition precedent to the continuation of the tenancy granted under this Offer or the Signed Tenancy Agreement ("**the Tenancy**").
   6. Subject as aforesaid, the Deposit shall be refunded to the Tenant by the Landlord without interest by cheque within thirty (30) days after the expiration or sooner determination of the Fixed Term and delivery up of the possession to the Landlord of the Premises in accordance with Clause 21 of this Schedule 1 and after settlement of the last outstanding claim by the Landlord against the Tenant for any arrears of Rent and Other Charges payable pursuant to the provisions of this Offer or the Signed Tenancy Agreement and for any breach, non-observance or non-performance of any of the undertakings, agreements, stipulations, terms and conditions in this Offer or the Signed Tenancy Agreement contained and on the part of the Tenant to be observed or performed.
   7. Transfer of Deposit
      1. In the event that the Premises and/or Landlord's interest in this Offer or in the Signed Tenancy Agreement shall be assigned by the Landlord to any person(s), the Landlord shall be entitled to transfer directly the Deposit or the balance thereof to the assignee, after making any deduction(s) as permitted hereof provided that the assignee shall undertake to refund such Deposit or the balance thereof to the Tenant in accordance with the provisions hereof.
      2. Upon such transfer, the Landlord shall be released from any and all further obligations to the Tenant in respect of the Deposit, and the Tenant shall thereafter have no claim whatsoever against the Landlord in respect thereof. The Tenant shall, if required by the Landlord, sign and execute such documents in such form and substance to the satisfaction of the Landlord to release the Landlord from the obligation in respect of the refund of the Deposit or the balance thereof.
2. CONDITION OF HAND OVER BY THE LANDLORD

The Landlord shall deliver vacant possession of the Premises upon production of a letter from the Landlord's solicitors confirming the Commencement Date and certifying the Tenant's due execution of the Tenancy Agreement and receipt of a cheque issued by the Tenant to the Landlord for payment of the advance payments, fees and deposits as set out in Clause 19(B) of this Offer.

1. ACCEPTANCE OF OFFER
   1. Notwithstanding anything to the contrary contained herein or otherwise, the Tenant acknowledges and declares that:
      1. There shall be no legally binding agreement between the parties for the grant of the tenancy of the Premises unless and until the Landlord has accepted and signed this Offer, whereupon there shall be a legally binding agreement between the parties.
      2. Once this Offer is signed and accepted by the Landlord, this Offer shall continue in full force and effect until superseded by the Signed Tenancy Agreement.
      3. Until the Landlord has accepted and signed this Offer, the Landlord is under no obligation whatsoever to enter into any form of agreement with the Tenant in relation to the Premises.
   2. After acceptance of this Offer, the Landlord shall send a signed and dated copy of this Offer to the Tenant, either by facsimile or by email and the Tenant's counterpart Offer shall be sent to the Landlord's solicitors to arrange for stamping.
2. SIGNING OF TENANCY AGREEMENT
   1. The tenancy agreement of the Premises shall be on the terms and conditions contained in the Landlord's standard *pro forma* tenancy agreement which shall also contain the terms and conditions of this Offer ("**the Tenancy Agreement**").
   2. The Tenant fully understands that, prior to the signing of the Tenancy Agreement, the Tenant has been advised and urged by the Landlord and its Agent to seek independent legal advice and to satisfy itself as to the terms and conditions thereof.
   3. Unless the Tenant shall have engaged a separate firm of solicitors to act on its behalf, the Tenant is required to attend the office of the Landlord's solicitors as specified herein for the signing of the Tenancy Agreement
   4. The Tenant hereby undertakes and agrees to execute the Tenancy Agreement (in duplicate) prepared by the Landlord's solicitors prior to the Commencement Date and in any event within **seven (7) days** after the same is presented to the Tenant or the Tenant's solicitors.
   5. Should the Tenant fail or refuse to execute the Tenancy Agreement prepared by the Landlord's solicitors in accordance with Clause 7.4 of this Schedule 1 AND/OR make the payments in accordance with Clause 19(B) AND/OR otherwise fail to observe the requirements and conditions as stipulated in this Clause 7, the Landlord may choose, (i) subject to the Tenant's due observance and performance of all the terms and conditions of this Offer save for the obligation in relation to the execution of the Tenancy Agreement, continue with this binding Offer OR (ii) accept the Tenant's refusal to sign the Tenancy Agreement AND/OR to make the payments in accordance with Clause 19(B) AND/OR otherwise failure to observe the requirements and conditions as stipulated in this Clause 7 as repudiation of this Offer by the Tenant, whereupon this Offer shall immediately cease and be determined, AND the Deposit and any other deposit which is paid by the Tenant under this Offer shall be wholly forfeited to the Landlord as liquidated damages and not as penalty without prejudice to the Landlord's right to claim any further damages which the Landlord shall have or may sustain PROVIDED THAT nothing in this Offer shall be so construed as to prevent the Landlord from bringing an action and obtaining a decree against the Tenant for specific performance either in lieu of the aforesaid damages or in addition thereto, AND the Landlord shall be entitled to re-let the Premises on such terms as it sees fit.
   6. For the avoidance of doubt, following the Landlord's acceptance of this Offer, the Landlord shall be at liberty to take this Offer to be stamped.
   7. For stamping purposes, the date of this Offer is the date of acceptance of this Offer by the Landlord.
   8. Notwithstanding the date of this Offer or the Tenancy Agreement (whichever the case may be), the Tenant acknowledges and accepts that the Commencement Date shall be the date stated in Clause 8(ii) of this Offer.
   9. Notwithstanding any failure by the Tenant for whichever reason to execute the Tenancy Agreement in accordance with Clause 7.4 hereinabove, the Tenant agrees to bear and pay all stamp duty, registration fee (if any) and disbursements arising out of this Offer [in equal shares with the Landlord] as stipulated in Clause 16 of this Offer.
3. HANDOVER CONDITIONS OF PREMISES UPON COMMENCEMENT

8.1 The Tenant hereby acknowledges and agrees that the Premises shall be handed over to the Tenant in a ["bare-shell"] condition. [For avoidance of doubt, we acknowledge that the Building is still under construction.]

8.2 The interpretation of the "bare-shell" and "tenantable condition" used in this Offer and the Tenancy Agreement shall be determined by the Landlord at its absolute discretion and the decision of the same shall be final and binding. The Tenant shall not in anyway delay in taking the Premises or request for any postponement of Commencement Date by refusing to accept the said decision of the Landlord.

1. RESERVATION OF RIGHTS BY LANDLORD

9.1 The Landlord shall have full power at all times hereafter to enter into and upon all parts of the Building with all necessary equipment, plant, and materials for the purpose of:

9.1.1 constructing or erecting additional units or altering the existing layout thereon;

9.1.2 executing any works of maintenance, renewal, cleaning, alterations or repair to any adjacent or neighbouring premises or the Building;

9.1.3 doing such work as may be deemed necessary to preserve the exterior walls or any part of the structure of the Building from injury or damage;

9.1.4 carrying out any renovation and upgrading works in at or to the Building;

9.1.5 altering adding expanding or varying the location layout and/or the area of the passageway, exit, staircase, escalator, lobby, entrance and/or door of any units, toilets and all other facilities of the Building;

(collectively "**the Landlord's Building Works**").

9.2 The Landlord may at all reasonable times by prior notice (except in the case of emergency where prior notice is not required) enter the Premises to:

9.2.1 inspect, repair, maintain, service, construct, lay, remove and renew all drains pipes ducts cables and other installations in and through the Premises;

9.2.2 take inventory of the Landlord's Fixtures and Fittings; and

9.2.3 carry out any maintenance or repair works to the Landlord's installations inside the Premises which are the Landlord's responsibility hereunder or which in the opinion of the Landlord necessary and proper to be,

(collectively "**the Landlord's Premises Works**").

9.3 The Landlord's Building Works and the Landlord's Premises Works are hereinafter referred to "**the Landlord's Works**".

9.4 The right of the Landlord to enter the Building to carry out any of the Landlord's Works shall extend equally to all necessary contractors agents workers and other persons authorized by the Landlord.

9.5 The Tenant understands that drilling and hammering works may be done and the use of the lifts may be interrupted during the period of the Landlord's Works.

9.6 The Tenant agrees that the Tenant shall not make any objection in relation thereto, and will use its best endeavors to cooperate and coordinate with the Landlord. The Tenant further agrees that the Landlord shall not be liable to the Tenant or any other person(s) and if the Tenant and/or its business in the Premises is affected or if there is any inconvenience or disturbance to the Tenant or its business due to the carrying out of the Landlord's Works, the Tenant shall not be entitled to rescind this Offer or the Tenancy Agreement or to claim against the Landlord for any rent-free period, rent reduction, compensation, loss or damages whatsoever that may be caused by or arising from any of the Landlord's Works.

9.7 The Tenant acknowledges and agrees that the Landlord shall be entitled to close and/or hoard up such part or parts of the common area or common access of the Building as the Landlord considers necessary provided that a reasonable access to the Premises shall be maintained and the Tenant shall have no claim whatsoever against the Landlord nor shall there be any abatement of rent on account thereof.

1. SALE OR REDEVELOPMENT AND REFURBISHMENT
   1. In the event that the Landlord intends to sell the Premises or the Building or any part thereof which includes the Premises directly to any purchaser or indirectly to any purchaser through a change in the person or persons who owns or own its shares (voting or otherwise) or who otherwise has or have control in the shareholdings of the Landlord and/or its immediate holding company (such intentions shall be sufficiently evinced if a Board Minutes certified by the Company Secretary of the Landlord has been produced), then notwithstanding any terms and conditions under this Offer or the Signed Tenancy Agreement and/or notwithstanding any laws providing otherwise, the Landlord shall have the right to terminate this Offer or the Signed Tenancy Agreement by giving the Tenant not less than six (6) months' prior written notice ("**the Termination Notice**"). Upon the date of termination of this Offer or the Signed Tenancy Agreement as stipulated in the Termination Notice ("**the Termination Date**") , the Tenancy of the Premises hereby granted shall be terminated and any option to renew under this Offer and/or the Signed Tenancy Agreement (if any, and whether the same has been exercised by the Tenant or not) as well as any unexpired Rent-Free Period (if any) shall also be cancelled and terminated, but such termination shall be without prejudice to either party's right to claim losses and damages against the other party arising from any antecedent breach that may have already occurred. The Tenant shall not be entitled to claim any losses or damages or otherwise against the Landlord should the Landlord exercise its right under this Clause to terminate the Offer or the Signed Tenancy Agreement and/or to cancel any Option to Renew (if any, and whether the same has been exercised by the Tenant or not) and/or to forfeit any unexpired Rent-Free Period (if any). Upon the termination as aforesaid, the Tenant shall reinstate the Premises in accordance with Clause 21 of this Schedule 1 and deliver vacant possession of the Premises in such reinstated condition on the Termination Date.
   2. In the event that the Landlord intends to redevelop, refurbish, demolish or renovate this Building or any part thereof which includes the Premises (such intention shall be sufficiently evinced if a Board Minutes certified by the Company Secretary of the Landlord has been produced), then notwithstanding any terms and conditions under this Offer or the Signed Tenancy Agreement and/or notwithstanding any laws, providing and regardless whether the Landlord intends to demolish the whole Building for redevelopment or to renovate the Building or any part(s) thereof, the Landlord shall have the right to terminate this Offer or the Signed Tenancy Agreement by giving the Tenant not less than six (6) months' prior written notice ("**the Landlord's Termination Notice**"). Upon the date of termination of this Offer or the Signed Tenancy Agreement stipulated in the Landlord's Termination Notice ("**the Tenancy Termination Date**"), the Tenancy shall be terminated and any option to renew under this Offer or the Signed Tenancy Agreement (if any, and whether the same has been exercised by the Tenant or not) as well as any unexpired Rent-Free Period shall also be cancelled and terminated, but such termination shall be without prejudice to either party's right to claim losses and damages against the other party arising from any antecedent breach that may already have occurred. The Tenant shall not be entitled to claim any losses or damages or otherwise against the Landlord when the Landlord exercises its right under this Clause to terminate this Offer or the Signed Tenancy Agreement and to cancel any Option to Renew (if any, and whether the same has been exercised by the Tenant or not) and to forfeit any unexpired Rent-Free Period. Upon the termination as aforesaid, the Tenant shall reinstate the Premises in accordance with Clause 21 of this Schedule 1 and deliver vacant possession of the Premises in such reinstated condition on the Tenancy Termination Date.
2. RESTRICTION AGAINST ALIENATION OF TENANCY
   1. The Tenant shall not assign, transfer or otherwise deal with or part with its interests or benefits under this Offer without the prior written consent of the Landlord (which consent may be withheld at the sole discretion of the Landlord). This Offer shall be personal to the Tenant who shall not nominate any other person to take up this Offer.
   2. A transfer of the Tenancy is deemed to have occurred when any one of the following circumstances arises:
      1. If the Tenant transfers the Tenancy to another entity for value or otherwise, whether or not such entity is directly or indirectly related to the Tenant and irrespective of whether such transfer is or was intended to be effected by way of or pursuant to sale, gift, assignment, novation, legislation, court order or otherwise;
      2. If there is a change in direct or indirect control in the Tenant, including but not limited to a change in the shareholding structure of the Tenant or its direct or indirect controlling shareholder(s). For the purpose of this Clause, "**controlling shareholder(s)**" means "any person who is or any group of persons who are together entitled to exercise or control the exercise of 50% or more of the voting power at general meetings of the Tenant or who is or who are in a position to control the composition of a majority of the board of directors of the Tenant" and the word "control" shall be construed accordingly;
      3. If the Tenant is subject to any winding-up petition or liquidation proceedings of whatever nature, be it compulsory or voluntary, or a receiver has been or will likely be appointed to manage the affairs of the Tenant, or a liquidator has been or is likely to be appointed to receive and distribute the assets of the Tenant;
      4. If in the case where the Tenant is registered as a non-Hong Kong company under Part 16 of the Companies Ordinance (Cap.622), the cancellation of such registration, or the cessation of it having a place of business in Hong Kong, or the dissolution of such company, or the removal of its name from the register as a result of its dissolution, or the commencement of any winding up/liquidation proceedings or the appointment of any receiver/liquidator in the country in which it is incorporated, or under any other circumstances in which it is required to tender notices to the Companies Registrar under the Ordinance; or
      5. Any other circumstances whatsoever which the Landlord considers, in its absolute discretion, to constitute or would constitute a change in control of the Tenant or a transfer of the Tenancy to which the provisions of this Clause 11.2 were intended to apply.
   3. The Tenant shall immediately notify the Landlord in writing of any proposed changes in its name, directors, shareholders, direct or indirect control, shareholding structure, corporate status and/or other matters or circumstances, the implementation of which may directly or indirectly result in a transfer of change in control of the Tenant and/or its interests or benefits under this Offer within the meaning of Clauses 11.1 and 11.2 hereinabove of Schedule 1.
   4. In the event of any unapproved transfer of the Tenancy, the Landlord may treat the unapproved transfer as an act of repudiation of the Tenancy by the Tenant and the Tenancy shall be accepted by the Landlord as terminated forthwith upon the Landlord giving written notice to the Tenant accepting such repudiation without prejudice to any right or remedy of the Landlord which rights and remedies are hereby reserved.
   5. Any transfer or change in the shareholdings of the Landlord or its holding company shall not be a breach by the Landlord and will not determine this Offer.
3. FITTING OUT
   1. Prior to the commencement of any fitting out works to the Premises, the Tenant shall at its sole cost and expense prepare and submit to the Landlord or the Property Manager for approval three (3) sets of drawings and specifications as may be required by the Landlord or the Property Manager of the works intended to be carried out by the Tenant together with schematic sketches showing the Tenant's design and layout proposal and any subsequent amendments, variations and modifications thereto (collectively "**the Tenant's Plans**") and in such form acceptable to the Landlord or the Property Manager. The Tenant's Plans shall, without limitation:
      1. include detailed drawings, plans and specifications for external design (if any);
      2. include detailed drawings, plans and specifications for internal design and layout, and electrical and mechanical fittings and works;
      3. include detailed drawings, plans and specifications for all internal partitioning;
      4. include detailed drawings, plans and specifications of all electrical installations which shall be connected to the electrical systems installed by the Landlord;
      5. include detailed drawings, plans and specifications for electrical, air-conditioning (if any), fire fighting and mechanical works for the construction of all interior works;
      6. include details of any proposed amendments, additions or alterations to any electrical mechanical or other building services;
      7. include detailed drawings, plans and specifications of plumbing and drainage (if applicable); and
      8. comply with all relevant ordinances, regulations, bye-laws, rules and requirements of any governmental or public authority.

12.1.9 To the extent not required to be so fitted-out by the Landlord, The Tenant shall fit-out the interior of the Premises in accordance with such plans and specifications as shall have been first submitted by the Tenant to and approved in writing by the Landlord in a good and proper workmanlike fashion using good quality materials and in all respects in a style appropriate to a first class building with retail portion and to maintain the same throughout the Fixed Term in good condition and repair to the satisfaction of the Landlord. The Tenant further agrees that the shop design and decorations will be similar to the design and decorations as per the photo attached.

* 1. The Tenant agrees that under no circumstances will any works commence until:
     1. the full approval of the Tenant's Plans by the Landlord or the Property Manager in writing has been obtained. The Tenant shall allow for fourteen (14) working days from the Tenant's submission of the Tenant's Plans to the Landlord or the Property Manager, or longer period if the Landlord or the Property Manager deems to be necessary at its own discretion to approve the Tenant's Plans but the Landlord or the Property Manager (as the case may be) is entitled to accept or reject the Tenant's Plans or any part of them as the Landlord or the Property Manager (as the case may be) thinks fit; and
     2. the Tenant has complied with all terms and conditions required under the [fit-out guide/house rule(s)] of the Building (if any).
  2. The Tenant shall not be entitled to claim any compensation, any extra rent-free period, any reduction of Rent or abatement of Rent by reason of any delay in the approval or granting of the permission, approval or consent of the Tenant's Plans by the Landlord and/or the Property Manager.
  3. The Fixed Term shall commence even though any of the Tenant's Plans have not been fully approved by the Landlord or the Property Manager, or any of the work has not been commenced or completed by the Tenant.
  4. Approval Fee On Decoration Plans
     1. The Approval Fee on the Tenant's Plans as particularized in Clause 19(B)(vii) of this Offer is the Landlord's costs for considering and approving the Tenant's Plans or any modifications or amendments thereof and if the Landlord or the Property Manager is required to consult other professionals in considering and approving the Tenant's Plans or any modifications or amendments thereto, in order to match with the overall design standard of the Building, the Tenant shall pay for such additional professional charges or consultancy fee.
     2. The Tenant is fully aware that the Landlord and the Property Manager do not represent any government departments and public authorities in the approval of the Tenant's Plans and the Tenant shall at its own expense obtain such approval from the government departments and public authorities if so required.
  5. The Tenant shall ensure that all and any works carried out shall be undertaken only between the hours and on the days and in such manner as may from time to time be reasonably approved by the Landlord or the Property Manager.
  6. 12.7.1 For carrying out the fitting out and decoration works in on or at the Premises relating to or affecting the Technical Specifications as listed in Clause 20 of this Schedule 1 (collectively "**the Tenant's Works**"), the Tenant shall employ and engage contractor or contractors who are of reasonably competent skill not only by relevant industry standard but also to such level commensurate with the Building [with a first class shopping arcade] therein and such contractor shall first apply to the Property Manager and obtain the approval from the Property Manager as an approved contractor basing on the aforesaid requirements ("**the Specific Approved Contractors**").

12.7.2 Save for those items of the fitting out and decoration works in relation to the Technical Specification Works, for carrying out any other approved fitting out and decoration works on, in or at the Premises, the Tenant shall employ and engage contractor or contractors of reasonably competent skill by the relevant industry standard and approved by the Landlord ("**the Approved Contractors**").

12.7.3 If at any time the Landlord finds out that any of the Tenant's Works have been or are being performed by contractors not being the Specific Approved Contractors (as the case may be), the Landlord may deny access to the Premises to any or all of these non-approved contractors and their staff or employees without being liable to the Tenant for any direct or indirect losses arising or resulting therefrom and the Landlord may further require the Tenant to make good or otherwise re-instate or remove any such unauthorized alterations or any of the Tenant's Works at the Tenant's own cost and expense, and if the Tenant shall refuse or fail to comply with any such request from the Landlord, the Landlord shall be entitled to enter upon the Premises and execute the same and all the costs and expenses thereof shall be recoverable by the Landlord as a debt due from the Tenant to the Landlord.

* 1. The Tenant agrees to take possession of the Premises within fourteen (14) days from the Commencement Date, to complete fitting out works (if any) to the Premises within one (1) month from the Commencement Date, and to start operation of the Tenant's business within three (3) months from the Commencement Date.

1. THE TENANT'S OBLIGATIONS
   1. The Tenant shall pay the Rent and Other Charges on the day and in the manner hereinbefore provided for payment thereof and in banknotes if so demanded without any deduction and set-off whatsoever (including but not limited to any money of whatever nature which the Landlord may owe to the Tenant).
   2. If the Tenant shall fail to pay Rent and any of the Other Charges for over fourteen (14) days calculated from and inclusive of the due date, the Tenant shall notwithstanding anything in this Offer contained to the contrary, further pay to the Landlord on demand interest on any sum(s) payable pursuant to the provisions of this Offer at the rate of 0.05% per day from and inclusive of the due date until full payment provided that the demand and/or receipt by the Landlord of interest payment in accordance with this Clause shall be without prejudice to and shall not affect the right of the Landlord to exercise any other right or remedy (including the right of re-entry) exercisable pursuant to the provisions of this Offer or otherwise and shall be without prejudice to and shall not affect the right of the Landlord to claim against the Tenant reasonable costs and expenses incurred by the Landlord in exercising such other rights and remedies.
   3. The Tenant shall keep all the non-structural interior of the Premises including the flooring and interior plaster and other finishing material or rendering to walls floors and all ceilings and the Landlord's Fixtures and Fittings and all additions thereto and including all doors, windows, electrical installations and non-concealed wiring audio system, light fittings, suspended ceilings, air-conditioning ducting, all other air-handling units of the Tenant and fire alarm and firefighting installations in good, clean, tenantable, substantial, and proper repair and condition and as may be appropriate when from time to time required or whenever required by the relevant Government authority and to maintain the same at the expense of the Tenant. The Tenant particularly agrees:
      1. to reimburse the Landlord the actual cost of replacing all broken and damaged windows and glass-glazing (including but not limited to the same being broken or damaged by the negligence of the Tenant or owing to the circumstances beyond the control of the Tenant) save where the same shall be broken or damaged by the negligence of the Landlord or its authorized agents and employees;
      2. to comply with the requirements and regulations of the supply authority with regard to the electrical wiring installations and equipment in the Premises (as the case may be) under the terms of any Electricity Ordinance (Cap.406) for the time being in force or any Orders in Council or regulations made thereunder, and not to overload them and to repair or replace, by appointing a qualified contractor approved by the Landlord for that purpose, any electrical wiring installations and equipment within the Premises or the wiring from the Tenant's meter to the Premises if the same becomes dangerous or unsafe or if so reasonably required by the Landlord or by the relevant supply authority. All mechanical electrical works and works relating to the air-conditioning system must be carried out by contractor approved by the Landlord at the Tenant's own expenses;
      3. to reimburse to the Landlord the actual cost of repairing or replacing any part of the air-conditioning apparatus within the Premises which is damaged or rendered defective unless proven by the Tenant that the defect or damaged condition hereinbefore referred to was due to the negligence of the Landlord, its contractors, servants, or agents, or to normal fair wear and tear, latent inherent and structural defects;
      4. to reimburse the Landlord the cost in cleansing and clearing any drain, pipe, sanitary or plumbing apparatus choked or stopped up owing to the careless or improper use or neglect by the Tenant or the Tenant's employee, agent, customer, invitee or licensee and in accordance with the regulations and bye-laws of all Public Health and other government authorities concerned.
   4. The Tenant shall give prompt notice to the Landlord and the Property Manager of any damage that may be suffered to the Premises or the Landlord's Fixtures and Fittings and of any accident or defects in the water and gas pipes (if any), electrical wiring or fittings, fixtures or other services or facilities within the Premises and to inform the Landlord forthwith of any notice received by the Tenant from any governmental or public authority in connection with the Premises.
   5. The Tenant shall repair and make good all defects and wants of repair (including but not limited to defects and wants of repair to the Premises and to the Landlord's Fixtures and Fittings) for which the Tenant may be liable pursuant to the provisions of this Offer forthwith upon the Tenant's becoming aware of the defects or wants of repair or upon receipt of a notice from the Landlord or Property Manager specifying such defects and wants of repair save in the case of emergency which the Tenant shall forthwith execute such repair works. The Tenant shall within fourteen (14) days from its being aware of such need for repair or the receipt of written notice from the Landlord or the Property Manager to repair and make good the same, and if the Tenant shall fail to execute such works or repairs as aforesaid, the Landlord shall be entitled to enter upon the Premises and execute the same and all the costs and expenses thereof shall be recoverable by the Landlord as a debt due from the Tenant to the Landlord.
   6. The Tenant shall indemnify the Landlord against any claim for any damage or injury caused to any person whomsoever or property whatsoever directly or indirectly:
      1. through the defective or damaged condition of any part of the non-structural interior of the Premises or any fixtures or fittings therein for the repair of which the Tenant is responsible hereunder; or
      2. in any way owing to the spread of fire smoke fumes or any other substance or things or the overflow of water originating from the Premises or any part thereof; or
      3. through the act, default or neglect of the Tenant, his employees, staff, agents, licensees, or customer and against all actual and reasonable costs, claims, demands, actions, and legal proceeding whatsoever made upon the Landlord by any person in respect of any such loss, damage, or injury and all actual costs and expenses incidental thereto,

and to effect adequate insurance cover in respect of such risks. The risks listed under this sub-clauses 13.6.1 to 13.6.3 are hereinafter collectively referred to "**the Public Liability Risks**".

* 1. The Tenant shall ensure that all wet garbage and refuse will be contained and put in plastic bags/containers specified by the Landlord or the Property Manager in such manner that the wet garbage and refuse will not be exposed to the air and to dispose of the same by arrangement with the Landlord or the Property Manager.
  2. The Tenant shall employ at the sole expense of the Tenant a contractor approved by the Landlord for the cleaning of the interior of the Premises and to cause such cleaning services to be carried out only between the hours and on the days and in such manner as may from time to time be approved by the Landlord or the Property Manager.
  3. The Tenant shall pay the Landlord forthwith on demand the reasonable cost of affixing, repairing or replacing as the case may be the Tenant's name in lettering to the directory board at the lobby of the Building and to the directory board on the floor (if any) on which the Premises is situated.
  4. The Tenant shall load and unload goods at such time and through such service entrances and by such service lifts as the Landlord or the Property Manager may from time to time designate for this purpose.
  5. The Tenant shall make arrangements with the relevant utility companies and service providers with regard to the installation of the utilities services to be supplied to the Premises provided that the installation of the lines cables and pipes ancillary to such supply outside the Premises must be in accordance with the directions and regulations from time to time reasonably stipulated by the Landlord or the Property Manager.
  6. The Tenant shall observe and comply with all rules and regulations reasonably made by the Landlord or the Property Manager pursuant to the provisions of the Deed of Mutual Covenant (and the like), Government Lease of the Building and such other rules and regulations as may from time to time be reasonably made or adopted by the Landlord or the Property Manager in connection with the use and/or occupation of the Building. If such rules and regulations conflict with the terms of this Offer, the latter shall prevail to the extent of that conflict. The Tenant shall indemnify the Landlord against any breach, non-observance or non-performance of any terms of the Government Lease and/or the said Deed of Mutual Covenant (and the like).
  7. The Tenant shall conduct the Tenant's business so as not to prejudice the goodwill and reputation of the Building as a first class commercial building, which conduct shall extend but is not limited to the Tenant's employees, licensees, invitees and/or authorised personnel who shall refrain from causing nuisance and/or misbehavior such as using foul language, taking part in or initiating physical violence, and/or inciting disorderly misconduct or behavior from any persons having access to the Premises and the common areas of the Building. Upon the Tenant's failure and/or refusal to take such reasonable measures to curb or cause such persons to cease and desist from causing such persistent nuisance and/or misbehaviour, the Landlord reserves the right to early determine the Tenancy and this Offer, forfeit the Tenant's Deposit and to lease out the Premises to another tenant in the Landlord's absolute discretion deems fit.

14 THE TENANT'S RESTRICTIONS

14.1 The Tenant shall not use or permit or suffer the Premises to be used for the purpose of the manufacture of goods and merchandise or for the storage of goods and merchandise other than sufficient stock reasonably required in connection with the Tenant's business carried on therein.

14.2 14.2.1 The Tenant shall not encumber or obstruct or permit to be encumbered or obstructed with any goods, stock, merchandise, boxes, packaging or other obstruction of any kind or nature any of the entrances, exits, staircases, landings, passages, lifts, lobbies, courts, elevators, vestibles, corridors, halls or other parts of the Building in common use and not to leave rubbish or any other article or things in any part of the Building not in the exclusive occupation of the Tenant or the streets, pedestrian crossings and alleys within the vicinity of the Building.

14.2.2 If the Tenant shall have committed any breach of this Clause and fails to rectify such breach after receiving verbal or written warning from the Landlord or the Property Manager, it shall be lawful for the Landlord or its agent at any time thereafter to terminate this Offer by giving fourteen (14) days' prior written notice to the Tenant and the Deposit shall be forfeited to the Landlord as liquidated damage and not as penalty but without prejudice to the rights and remedies of the Landlord to claim against the Tenant for all loss and damages suffered in respect of the aforesaid breach by the Tenant. Upon determination of this Offer as aforesaid, the Premises shall be reinstated to its original state and condition and the Tenant shall deliver vacant possession of the same to the Landlord in accordance with the provisions herein failing which the Landlord shall execute the said reinstatement works by its appointed contractors at the sole costs and expense of the Tenant. The Tenant shall pay to the Landlord any outstanding rent and other charges payable by the Tenant under this Offer upon the determination of this Offer. The Landlord shall be entitled to re-let the Premises or any part thereof to any third party on such terms and conditions as the Landlord shall in its absolute discretion deems fit and the Tenant shall not be entitled to claim against the Landlord for any loss damage or compensation in whatever form.

14.3 The Tenant shall not lay, install, affix or attach any wiring, cables, aerial, antenna or other article or thing in or upon any of the entrances, exits, staircases, landings, passages, lobbies, or other parts of the Building in common use without the prior authorization of the Landlord or the Property Manager.

14.4 The Tenant shall not use or permit or suffer to be used any part of the Premises for gambling or any illegal immoral or improper purpose or in any way so as to cause nuisance annoyance inconvenience damage or danger to the Landlord or the tenants or occupiers of other premises in the Building or the users, customers or visitors of the Building or the occupiers of the adjacent or neighbouring premises.

14.5 The Tenant shall not install any additional air-conditioning units of whatever type to the Premises without the prior written consent of the Landlord.

14.6 The Tenant shall not without the prior written consent of the Landlord cause or permit or suffer any touting or soliciting for business or the distribution of any pamphlet notice or advertising matter outside the Premises or anywhere within the Building (except inside the Premises).

14.7 Further and without prejudice to the completion of the fitting out of the Premises pursuant to the approval the Tenant's Plans, the Tenant shall not make or permit or suffer to be made any subsequent changes, additions, structural alterations (either internal or external), improvements or additions to the Premises or attach or affix any articles thereto without the Landlord's prior written consent, which consent shall not be unreasonably withheld but the Landlord shall impose any conditions as it reasonably deems fit.

15 INSURANCE

15.1 For the better observance of the Tenant's obligations in Clause 13 of Schedule 1 , the Tenant agrees and undertakes to purchase insurance cover for any fitting out works done to the Premises from an insurance company of good repute as the Landlord shall in its absolute discretion deem fit.

15.2 The Tenant shall effect and maintain throughout the Fixed Term adequate insurance cover with a reputable insurance company approved by the Landlord in respect of the Public Liability Risk and the following risks:

15.2.1 damage to or on all glasses and windows now or hereafter within or forming part of the Premises;

15.2.2 damage by fire, storm, typhoon, tempest, earthquake, flood, lightning, subsidence, heavy landslip, explosion aircraft (not being hostile aircraft), articles dropped from any part of the Building, riot, civil commotion, malicious damage, bursting or overflowing of pipes, misuse of fire fighting installations installed within the Premises and such other risks or perils available in the prevailing insurance market as the Landlord shall from time to time reasonably think desirable;

15.2.3 liability in respect of loss injury or damage to any person or property whatsoever arising as a direct or indirect result of any of the Tenant's or its licensee's wrongful act neglect default or omission or the happening of any of the event under clause 15.2.2 of this Schedule 1; and

15.2.4 damage to property within the Premises including without limitation all furniture, fixtures, fittings, goods, chattels, samples, personal effects, contents, stocks and merchandise and to effect adequate insurance cover for the same in their full replacement value against all risks especially those risks or perils under circumstances which the Landlord's liability is expressly excluded under clause 23 of this Schedule 1 or impliedly excluded under this Offer.

The policy of insurance so effected shall be endorsed to show the respective interest of the Landlord as the registered owner of the Premises, and its leasing agent and Property Manager as co-beneficiaries of the policy of insurance. The Tenant shall notify the Landlord in case of any change in the terms and conditions of the insurance policy and the Tenant shall top up the insurance cover in case the insurance protection is lessened because of such change.

16 PROHIBITED SIGNS AND POSTER

The Tenant is strictly prohibited from posting adhering hanging or displaying any material or substance (including but not limited to any curtain, banner, hook, poster, pamphlet, brand name tag or logo or whatever materials or substance for advertising purpose or otherwise) on or onto any part of the glass shopfront and/or the glass entrance door and/or any space on the exterior of the Premises. The Tenant agrees that the decoration and display of merchandise closely behind the glass shopfront of the Premises shall not extend beyond 60% of the area of such glass shopfront and such decoration and display of merchandise shall not be installed by the Tenant until the design thereof has been submitted to and approved by the Landlord in writing. The Tenant further agrees that this Clause is a material term of this Offer and in the event of the Tenant's failure to observe and comply with this Clause, the Landlord shall have the right to terminate this Offer or the Signed Tenancy Agreement (as the case may be) and exercise the right of re-entry hereunder without any compensation to the Tenant. In such case, the Tenant shall have no right to raise any objection thereto and the Landlord shall be entitled to claim against the Tenant for any loss or damage sustained or may sustain as a result therefrom.

[WKLL: Please cf with Clause 14.2 on page 23 of this Offer.]

17 ELECTRICAL SUPPLY

17.1 The Tenant agrees that the electricity cable supply mains, and other utility services inside or leading to the Premises will have to be installed and provided at the Tenant's own cost subject to Landlord's prior approval and which shall be carried out by the Landlord's contractor(s) to be approved by the Landlord.

17.2 The Tenant acknowledges and accepts that in the event the electricity installation (including the existing sub-main cable for electricity supply to the Premises and the electricity cable installed within or for the Premises) ("t**he Existing Electricity Cable**") is not removed by the previous tenant, the Tenant shall take the Existing Electricity Cable at the time of taking possession of the Premises but the Landlord does not warrant the efficacy of the Existing Electricity Cable and do not guarantee that the Existing Electricity Cable complies with relevant government regulations.

17.3 If the Tenant requires to make alteration to the Existing Electricity Cable, the Tenant shall at its sole costs submit all particulars, specifications, plans and drawings of the aforesaid intending alteration for the written approval of the Landlord and the Property Manager subject to the Landlord's and Property Manager's verification that the intending alteration is technically feasible and the Tenant shall at its own costs employ contractors approved by the Landlord as qualified to carry out such approved alteration works.

17.4 The Tenant acknowledges that the Landlord shall not be responsible for the maintenance, repair, or replacement of that part of the Existing Electricity Cable for whatever reasons. The Tenant shall, therefore, be fully liable to the consequences arising from the use of the Existing Electricity Cable during the Fixed Term.

18 ORDOUR CONTROL

It is agreed that if at any time during the Fixed Term emission of smoke fumes or odour from the Premises shall cause unnecessary annoyance or disturbance to the other tenants of the Building or be in breach of any governmental regulations, the Tenant shall forthwith take action to remedy the situation upon being notified by the Landlord and if the Tenant shall not have remedied the situation within a reasonable time after such warning has been given by the Landlord, the Landlord shall be entitled, by serving a seven (7) days written notice after such refusal or delay by the Tenant to remedy the situation, to appoint its own contractors to enter upon the premises and to effect such remedial actions as it shall deem appropriate costs of and all such installation and/or remedial works so performed by the Landlord's contractors shall be borne by the Tenant.

19 CENTRAL AIR-CONDITIONING

The Tenant acknowledges and accepts that no central air-conditioning will be provided nor supplied during the fitting out/renovation period. The Tenant shall not claim any damages, compensation, and/or rebatement of Rent or rent-free period against the Landlord and shall not be entitled to terminate this Offer.

20 TECHNICAL SPECIFICATIONS

The Tenant acknowledges and accepts that the following technical specifications are to be designed by the Landlord's E & M consultants at its sole discretion. Therefore, the Tenant acknowledges and accepts that the technical specifications of the Premises may not suit the Tenant's nature and style of business and may not fit the Tenant's own fitting-out proposal. Any alteration/additional works requested by the Tenant shall be at its cost solely.

The Tenant further agrees that all fitting out, design and alteration proposals shall be subject to the Landlord's final approval and to be carried out by a contractor approved by the Landlord as qualified for the works which approval or dis-approval shall be final and conclusive:

20.1 Electricity Supply;

20.2 Plumbing and Drainage;

20.3 Fire Service;

20.4 Floor Loading;

20.5 Air-conditioning Supply;

20.6 Other Building Service.

21 REINSTATEMENT

21.1 The Premises Damage and Reinstatement Deposit stated in Clause 19(B)(vi) of this Offer is paid to the Landlord to secure the due performance and observance of the Tenant's obligations for reinstatement of the Premises during and/or after expiration of the Fixed Term which sum shall be refunded to the Tenant without interest within thirty (30) days after the expiration or sooner determination of the Fixed Term or within thirty (30) days after reinstatement of the Premises by the Tenant to the satisfaction of the Landlord, whichever is the later. Without prejudice to any right of the Landlord in respect of the said deposit, if the Tenant shall fail to observe and perform the obligations as aforesaid, the Landlord shall be entitled to deduct from the Premises Damage and Reinstatement Deposit any damage or loss that the Landlord has suffered or may suffer in connection with the breach, non-observance or non-performance. If the Premises Damage and Reinstatement Deposit shall be insufficient to indemnify the Landlord's loss and damage, the Tenant shall pay to the Landlord such further sum as demanded by the Landlord to make up the shortfall. The Tenant shall also pay to the Landlord the amount so deducted from the Premises Damage and Reinstatement Deposit so that the same shall remain to be in the sum stated in Clause 19(B)(vi) of this Offer at all times during the currency of the Fixed Term.

21.2 At the expiration or sooner determination of the Fixed Term, the Tenant has to deliver to the Landlord vacant possession of the Premises with the Landlord's Fixtures and Fittings in good, clean and tenantable repair condition and notwithstanding any rule of law or equity to the contrary together with such Tenant's 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 Tenant's fittings, fixtures, alterations or additions and deliver to the Landlord all keys giving access to all parts of the Premises.

21.3 Notwithstanding Clause 21.2 of this Schedule 1, the Tenant shall if required by the Landlord at the Tenant's own costs and expenses remove all or any part of the Tenant's fittings, fixtures, alterations or additions in or to the Premises or any part thereof and reinstate the Premises to a "bare-shell" condition to the satisfaction of the Landlord. The interpretation of "bare shell" and "tenantable condition" shall be determined by the Landlord in its absolute discretion deems fit and the decision of the Landlord shall be final and binding. If the Tenant has upon commencement of this Offer agreed to accept any fittings, fixtures, alterations or additions which shall have been installed or made by any previous occupiers of the Premises (collectively "**the Pre-Lease Fixtures**"), the Tenant agrees to be responsible for any repair or maintenance or replacement of the Pre-Lease Fixtures during the Fixed Term as if the Pre-Lease Fixtures were installed by the Tenant. The Landlord shall have the right to require the Tenant either to remove any or all of the Pre-Lease Fixtures and require the Tenant, upon determination of the Fixed Term, to make good any damage to the Premises caused by the installation or removal the Pre-Lease Fixtures or to leave behind any or all of the Pre-Lease Fixtures in the Premises without payment of any compensation for the Pre-Lease Fixtures so retained.

21.4 In particular, the Tenant agrees to carry out reinstatement works including but not limited to the followings:

21.4.1 carry out physical and chemical cleansing of the fan coil units within the Premises; and

21.4.2 reinstate the sprinkler heads to its original location.

21.5 Upon the expiration or sooner determination of the Tenancy or in the event the Tenant shall have absconded from the Premises during the Fixed Term leaving behind his trade fixtures, fittings, goods, equipment, furniture, stocks and merchandise in or at the Premises, the Landlord shall dispose of all objects left by the Tenant in the Premises as the Landlord shall in its absolute discretion deems fit and any expense in connection therewith shall be paid by the Tenant and shall be recoverable by the Landlord from the Tenant as a debt.

22 DEFAULT BY TENANT

22.1 The Tenant further confirms that in the event the Tenant fails and/or refuses to observe and perform any of the terms and conditions under Clauses 13 to 21 of this Schedule 1, the Landlord shall, upon serving written notice on the Tenant, have the general power to step in to rectify/remedy the failed obligations of the Tenant and all such costs and expenses incurred by the Landlord in exercise of such right and remedies shall be at the sole expense of the Tenant.

22.2 References to the "**act or default of the Tenant**" include:

22.2.1 acts or default or negligence of any permitted sub-tenant, or of anyone at the Premises with the Tenant's or any permitted sub-tenant's permission or sufferance; or

22.2.2 acts or default or negligence of the employees, staff, contractors, agents, licensees, authorized personnel, invitees or customers of the Tenant.

23 LANDLORD'S EXCLUSION OF LIABILITY

23.1 The Landlord shall not in any circumstances be liable to the Tenant or any other person whomsoever in respect of any loss of property, loss of profit, loss of goodwill caused by or through or in any way owing to:

23.1.1 the overflow of water, influx of rain water or sea water into the Building or the Premises or the activities of rats or other vermins in the Building or the escape of fumes smoke fire or any other substance or thing from anywhere within the Building or caused as a result of burglary, robbery, riot, civil commotion, malicious damage, public gathering, public meeting [or] public procession or [force majeure]; or

23.1.2 the defect in or breakdown or suspension of services of the lifts, escalators, fire, security, air-conditioning or other services of the Building; or

23.1.3 fracture, malfunction, explosion, breakdown or suspension of the gas electricity telecommunication or water supply to the Building or the Premises; or

23.1.4 the neglect or default of the tenants or occupiers of any other parts of the Building and their employees agents licensees contractors and visitors or

23.1.5 any typhoon or other adverse weather condition.

Nor shall the Rent or other charges payable hereunder or any part thereof be reduced or abated or cease to be payable on account of any of the foregoing.

23.2 The Landlord shall not in any circumstances be liable to the Tenant or any other person whomsoever in respect of any personal injury [or death] caused by or through or in any way owing to any of the incidents or events as stipulated or listed in clauses 23.1.1, 23.1.2, 23.1.3, 23.1.4 and/or 23.1.5 above. Nor shall the Rent or other charges payable hereunder or any part thereof be reduced or abated or cease to be payable on account of any of the foregoing.

24 ABATEMENT OF RENT

24.1 That if the Premises or any part thereof shall be destroyed or so damaged by fire, water, storm, wind, typhoon, defective construction, white-ants, earthquake, subsidence of the ground, Act of God, force majeure or other cause beyond the control of the Landlord and not attributable to the act or default of the Tenant so as to be rendered unfit for use and occupation, the Rent hereby agreed to be paid or a part thereof proportionate to the damage sustained shall from the commencement of such event cease to be payable until the Premises shall have been restored or reinstated Provided Always that the Landlord shall be under no obligation to repair or reinstate the Premises if, in its opinion, it is not reasonably economical or practicable so to do And Provided Further that if the whole or substantially the whole of the Premises shall have been destroyed or rendered unfit for use and occupation and shall not have been repaired and reinstated within six (6) months of the occurrence of the destruction or damage either party shall be entitled at any time before the same are so repaired and reinstated to terminate this Offer by notice in writing to the other but without prejudice to the rights and remedies of either party against the other party in respect of any antecedent claim or breach of the terms and conditions herein contained.

24.2 Notwithstanding anything herein to the contrary, no Rent or other charges as payable hereunder by the Tenant or any part thereof shall be reduced or abated or cease to be payable nor any rent free and rent concession period be granted by the Landlord to the Tenant in the event:

24.2.1 the Premises is rendered unfit for use and occupation due to, arising from or as a result of riot, civil commotion, malicious damage, public gathering, public meeting and or public procession or the like; or

24.2.2 the Premises is or is required to be temporarily closed for business, operation, use or occupation due to riot, civil commotion, malicious damage, public gathering, public meeting and or public procession or the like; or

24.2.3 for security and safety reasons, the Premises is required or needed to be temporarily closed for business, operation, use or occupation due to, arising from or as to result of a threat of or the upcoming riot, civil commotion, malicious damage, public gathering, public meeting and or public procession or the like.

25 CONFIDENTIALITY

The Tenant agrees and undertakes not to disclose the contents of this Offer and Tenancy Agreement (if applicable) to any third party without the prior consent of the Landlord unless disclosure is necessitated by a court order from the courts of Hong Kong or by notice from a relevant Hong Kong Government authority or by necessity on a need-to-know basis to senior management and professional advisers of the Tenant only in order for the Tenant to carry out its agreements, undertakings and obligations under this Offer or to the extent that such information has become public knowledge other than due to breach of this undertaking by the Tenant. If the Tenant is found to have negligently disseminated, disclosed, made available or permitted or suffered to permit the dissemination or disclosure of the terms and conditions of this Offer, the Landlord hereby reserves its right to seek monetary damages equivalent to the breach committed WITHOUT PREJUDICE to the Landlord's right to seek remedies or claim against any antecedent breach committed by the Tenant in departure to its agreements and undertakings herein AND the Landlord reserves its right to terminate this Offer immediately with the Tenant's Deposit and Premises Damage and Reinstatement Deposit forfeited to the Landlord. Both Parties agree and acknowledge that pecuniary damages may not be a sufficient or adequate remedy in relation to the disclosure committed due to the damages arising from the disclosure being difficult to assess. The Landlord reserves its irrevocable right to pursue equitable and/or alternative remedies against the Tenant, including but not limited to injunctive relief.

26 NON-REGISTRATION OF THIS OFFER

The parties hereto agree and undertake that neither of them will present this Offer to the Land Registry for registration and this Offer shall not be registered in the Land Registry.

27 NAMING RIGHT

The Landlord shall reserve its irrevocable right to name and/or rename the Building at its absolute discretion without reference to or the approval of the Tenant and the Tenant shall not be entitled by reason thereof to claim compensation for any loss damage or inconvenience of whatsoever nature occasioned thereby.

28 NUMBERING RIGHT

The Landlord shall reserve its irrevocable right to change the numbering of the floor level at its absolute discretion without reference to or the approval of the Tenant and the Tenant shall not be entitled by reason thereof to claim compensation for any loss damage or inconvenience of whatsoever nature occasioned thereby.

The Tenant acknowledges confirms and agrees that the shop number is tentatively assigned for easy identification purpose and the Tenant have no objection if the tentative shop number is changed. The Landlords shall be entitled to change the shop number at its discretion before signing of the Tenancy Agreement.

29 TIME IS OF THE ESSENCE

Times shall in every respect be of the essence of this Offer.

30 NOTICE GIVEN

All notices given under this Offer shall be in writing, and shall be deemed sufficiently served if addressed to the party to be served and sent by registered post, ordinary post, email or delivered by hand at the address as provided in this Offer, notwithstanding any change of address unless prior written notice of such change has been given to the other party.

31 ENTIRE OFFER

31.1 This Offer together with the Guarantee(s) (if any) supersedes any and all previous offers between the parties hereto, and constitutes the entire offer;

31.2 Any representation, warranty, statement or offer, whether oral or in writing heretofore made relating to any of the matters referred to herein are hereby expressly denied, negated and excluded, unless agreed or confirmed by the parties in writing.

32 INDEPENDENT AND SEVERABLE

Each and every part of the clause sub-clause term condition stipulation or provision in this Offer (save and except otherwise specified) shall be construed as an independent and severable part of this Offer. In the event that any part of the clause sub-clause term condition stipulation or provision is found to be illegal invalid or unenforceable, such part thereof shall be deemed to have been severed from this Offer and shall not affect the validity and enforceability of the other part of the clause sub-clause term condition stipulation or provision and any other parts of this Offer whatsoever..

33 GOVERNING LAW

This Offer shall be governed by and construed in accordance with the laws of Hong Kong. The parties submit all their disputes arising out of or in connection with this Offer to the non-exclusive jurisdiction of the Courts of Hong Kong.

**SCHEDULE 2**

**THE LANDLORD'S FIXTURES AND FITTINGS AND OTHER SPECIAL CONDITIONS (if any)**

1 ELECTRICITY SUPPLY

The Tenant acknowledges and accepts that the electricity supply to the Premises is [ \* ] Amp [single phase / TPN]. If the Tenant require any upgrading / alteration of the electricity supply, such upgrading or alteration works shall be subject to the technical feasibility and obtaining the Landlord's prior written approval. The Tenant agrees to bear all upgrading / alteration cost including consultancy fee (if any) and appoint the contractor(s) to be approved by the Landlord to carry out such upgrading / alteration work. The Landlord shall not be responsible for the maintenance, repair, or replacement of such cable for whatever reasons, the Tenant shall therefore be fully liable to consequences arising from the use of the said main-cable during the Fixed Term.

2 PLUMBING AND DRAINAGE

The Tenant acknowledges and accepts that there shall be [ \* ( \* )] no. of [ \* ] mm dia. fresh water supply pipe and [ \* ( \* )] no. of [ \* ] mm dia. [floor drain] provided to the Premises. Any upgrading / alteration / addition works shall be subject to technical feasibility for which detailed specifications and location plan(s) showing the proposed upgrading / alteration / addition works shall be submitted to the Landlord for prior checking and written approval. All upgrading / alteration / addition works shall be carried out by the contractor(s) to be approved by the Landlord at the Tenant's own cost. At the expiration or sooner determination of the Fixed Term, the Tenant undertakes to reinstate the water supply pipe and the drain point to its original state as provided by the Landlord to the Landlord's satisfaction.

3 FRESH AIR INTAKE AND EXHAUST DUCT(S)

The Tenant acknowledges and accepts that there shall be [ \* ( \* )] no. of [ \* ] mm dia. space provided to the Premises for installation of fresh air duct and exhaust air duct. Any upgrading / alteration / addition works shall be subject to technical feasibility for which detailed specifications and location plan(s) showing the proposed upgrading / alteration / addition works shall be submitted to the Landlord for prior checking and written approval. All upgrading / alteration / addition works shall be carried out by the contractor(s) to be approved by the Landlord at the Tenant's own cost. At the expiration or sooner determination of the Fixed Term, the Tenant undertakes to reinstate the fresh air ducts and exhaust air duct to its original state as provided by the Landlord to the Landlord's satisfaction.

4 FIRE SERVICE

The Tenant acknowledges and accepts that fire sprinkler heads will be provided to the Premises in their "as-is" condition for normal commercial use which are in compliance with the Fire Services Department's requirement. Any alteration / modification of the sprinkler system shall be carried out by the contractor(s) to be approved by the Landlord at the Tenant's sole cost subject to the Landlord's final approval. At the expiration or sooner determination of the Fixed Term, the Tenant undertakes to reinstate the fire sprinkler heads to its original state as provided by the Landlord to the Landlord's satisfaction.

5 GREASE TRAP

The Tenant acknowledges and accepts that there is no grease trap provided to the Premises and the Tenant shall solely be responsible at its own costs to install, maintain and clean the under sink grease trap(s) at the location inside the Premises to be approved by the Landlord or Property Manager, the design of which must have obtained the Landlord's or Property Manager's prior written approval. The Tenant shall comply with the directions and instruction of the Landlord or Property Manager regarding the installation of the under sink grease trap(s) and where necessary, the Tenant shall at the Landlord's or Property Manager request beautify the locality of the under sink grease trap(s) at the Tenant's costs. The Tenant further undertakes to conduct periodic cleaning and maintenance of the under sink grease trap(s) at its own costs and the Tenant shall exercise due care in conducting such cleaning and maintenance so as not to cause any nuisance to other tenant(s) and occupier(s) of the Building. Any connecting ducting from the under sink grease trap(s) to the drainage pipe as designated by the Landlord or Property Manager will also have to be installed and maintained at the Tenant's costs. At the expiration or sooner determination of the Fixed Term, the Tenant undertakes to reinstate the grease trap to its original state as provided by the Landlord to the Landlord's satisfaction.

Or

The Tenant acknowledge that there is [(\*) no. of grease trap / is a common grease trap] for the Premises which size and location are to be designated by the Landlord. If the Tenant requests for any upgrading / alteration / additional works for such system, the Tenant shall bear all the upgrading / alteration / additional cost for such works. All upgrading / alteration / additional works shall be carried out by the Landlord's nominated contractor and subject to its technical feasibility and the Landlord's prior approval. The Tenant further undertakes to conduct periodic cleaning and maintenance of the grease trap(s) at its own costs and the Tenant will exercise due care in conducting such cleaning and maintenance so as not to cause any nuisance to other tenant(s) and occupier(s) of the Building. Any connecting ducting from the grease trap(s) to such manhole as designated by the Landlord will also have to be maintained at the Tenant's own costs.

6 GAS SUPPLY

The Tenant acknowledges and accepts that there will be [ \* ( \* )] no. of [ \* ] mm dia. gas pipe provided for the Premises. Any upgrading / alteration / addition works shall be subject to technical feasibility for which detailed specifications and location plan(s) showing the proposed upgrading / alteration / addition works shall be submitted to the Landlord for prior checking and written approval. All upgrading / alteration / addition works shall be carried out by the contractor(s) to be approved by the Landlord at the Tenant's own cost. The Tenant undertakes to conduct periodic cleaning, maintenance, repair or replacement of the gas pipe at its own cost and the Tenant shall exercise due care in conducting such cleaning and maintenance so as not to cause any nuisance to other tenants or occupiers of the Building. At the expiration or sooner determination of the Fixed Term, the Tenant undertakes to reinstate the gas pipe to its original state as provided by the Landlord to the Landlord's satisfaction.

Or

The Tenant acknowledges that there is no gas supply provided to the Premises.

7 REQUIREMENT OF HEAT INSULATION

The Tenant shall at its own cost provide adequate thermal insulation material for stoves / cookers / warmers within the kitchen area in order to avoid heart transmission to the adjacent part outside the kitchen area. The Tenant shall be fully liable for all claims, losses, damages and compensation whatsoever arising from the heat transmission.

8 SANITARY FITMENTS

The Tenant acknowledges and accepts that [\*] no. of toilet facilities have been built in the Premises.

9 DISPOSAL OF THE WET REFUSE

The Tenant agrees that the disposal of the wet refuse generated from our business at the Premises shall be carried out by the cleaning contractor nominated by the Landlord and such cleaning contractor shall be engaged at its sole expenses.

10 SHOPFRONT LIGHTING

The Tenant shall install adequate lighting to light up the shopfront and / or signboard from 9:00 a.m. to 11:00 p.m. daily at its own costs and expenses. The circuitry of such lightening shall be separately controlled by a timer or the Tenant shall install and connect the circuitry of such lighting within the Premises separately to the shopfront lighting control device provided by the Landlord from its own power supply.

11 LICENCE RIGHT TO LED DIGITAL PANEL(S)

Subject to the terms of the Licence Agreement executed in respect of the double-sided LED Digital Panel(s) projecting on [\*] (which LED Digital Panel(s) is for identification purpose shown and framed red on the section plans [or photos] of the Building annexed hereto) ("**the Digital Panel(s)**"), the Tenant is entitled to use exclusively the Digital Panel(s) by way of licence at a licence fee in the sum of HK$[ \* ] [per month / per annum] during the Fixed Term / the Tenant is entitled to use non-exclusively the Digital Panel(s) by way of licence at a licence fee in the sum of HK$[ \* ]. The Tenant understands that this licence right is granted on the condition that the Tenant shall, at all material time of the licence period remain to be the tenant of the Premises under this Offer and the Signed Tenancy Agreement. In the event that the Tenant ceases to be the tenant of the Premises under this Offer and the Signed Tenancy Agreement or vacate the Premises voluntarily, this licence right will be automatically terminated on the date of such cessation or vacation and the Tenant shall forthwith cease the use of the LED Digital Panel(s) and remove all displays and advertisements shown thereon. The content of video display shall be approved by the Landlord and the Tenant shall be solely responsible for all responsibilities and liabilities in connection with such video display and shall fully indemnify the Landlord for all loss and damage in connection thereto including but not limited to any loss and damage suffered by the Landlord in circumstance where such video display is found to have infringed the rights including for copyright, patent and intellectual property of any third party or violated any applicable laws or regulations.

12 SPACE FOR PLACEMENT OF CONDENSER UNIT(S)

Subject to the technical feasibility, on site verification and availability of space outside the Premises, the Landlord will try its best endeavor to provide an area outside the Premises for Tenant's installation of condenser units (more particularly shown on [\*]Floor Plan attached hereto and thereon coloured yellow for identification purpose only). The Tenant shall sign a separate licence agreement co-terminating with the Fixed Term at such licence fee and for such size, location, terms and conditions to be determined by the Landlord. Each party shall bear its own legal cost for preparation of the licence agreement but the stamp duty and/ or adjudication fee (if any) shall be paid by the Tenant solely. In the event that no such space outside the Premises for placement of the Tenant's condenser units is available, the Tenant agrees that it shall install the same inside the Premises at such location to be approved by the Landlord.

13 SHOP FRONT DESIGN

The Tenant fully aware that the Landlord would have prescribed shop front designs for the shops in the Building and the Tenant agrees and shall adopt the prescribed shop front designs of the Premises. The Tenant further agree that if there is a reduction in saleable floor area of the Premises due to the adoption of the Landlord's prescribed shop front design, the Tenant shall not be entitled to rescind this Offer or the Tenancy Agreement or to claim for any rent free period, rent reduction or any other compensation or damages whatsoever. In the event the Tenant requests to alter the prescribed shop front to suit its own design, the Tenant shall have to submit the Tenant's own design proposal to the Landlord for the Landlord's prior approval prior to commencement of the work, which shall be carried out by the contractor approved by the Landlord. All costs involved shall be borne by the Tenant solely. In addition, the Tenant also agrees to try its best endeavor to have a Three (3) dimensional shop front design and work in accordance with the criteria set by the Landlord.

The Tenant is fully aware that the Landlord has employed its own designers for the interior design and decoration of the Building and the Tenant agrees to such design, features and decoration absolutely. The Tenant further undertakes that the decoration within the Premises shall be furnished in such a way to be compatible to the overall design of the Building to the satisfaction of the Landlord.

14 NO OBJECTION TO TITLE

The Tenant must assume the right of the Landlord to grant the tenancy and shall not require any evidence of the Landlord's title to the Premises, or raise any objection, requisition or enquiry in respect of it.

15 NOT TO PRODUCE MUSIC OR NOISE AUDIBLE OUTSIDE

The Tenant shall not produce or permit to be produced any excessive or unreasonable music, sound or noise (including sound produced by broadcasting from television, radio or any apparatus or instrument capable of producing or reproducing music or sound) or other acts or things within the Premises which may be or deemed to be a nuisance to the Landlord or to the tenants or occupiers of the Building or neighboring premises. Should there be any complaint received from the other tenants or occupiers in the Building or neighborhood regarding the excessive/ unreasonable noise from the Premises, the Landlord shall have absolute right to require the Tenant to rectify the said breach including but not limited to carry out acoustic treatment installation at the Tenant's costs and to forthwith carry out any remedial work at the Landlord's sole discretion.

16. DISABLED RAMP

The Tenant agrees and acknowledges that a disabled ramp with handrail(s) shall be constructed at the shopfront of the Premises and the Tenant shall raise no objection hereto. The Tenant further agrees and undertakes not to demolish or alter such disabled ramp with handrail(s) during the Fixed Term in order to comply with the requirements of all Government or public authorities. The Tenant agrees and acknowledges that should there be any reduction in the Gross Floor Area of the Premises due to the existence of the disabled ramp with handrail(s) at the Premises, the Tenant shall not be entitled to rescind this Offer or the Tenancy Agreement (as the case may be) or to claim for any rent-free period or extension of any rent-free period (if any), rent reduction or any other compensation or damages or whatsoever. The Tenant shall allow the Landlord or its contractor to carry out such works in respect of disabled ramp with handrail(s) provision at or within the Premises if so required by the Landlord.

**SCHEDULE 3**

**THE ADDITIONAL TURNOVER RENT**

1. The Additional Turnover Rent for a calendar month shall be the sum equivalent to the difference between [ \* ]% of the turnover of the Tenant's business during the relevant calendar month less the Monthly Basic Rent for that calendar month.
2. The Tenant shall throughout the Fixed Term keep or cause to be kept complete and accurate and true records together with all supporting data and information of monthly turnover and within fourteen (14) days from the end of each month supply to the Landlord a copy of the Tenant's statement of turnover for that month.
3. The Tenant shall pay to the Landlord the Additional Turnover Rent (if any) calculated on monthly basis starting from and inclusive of the Tenant's business commencement date in the manner as mentioned in Clause (d) herein below set out and subject to the surplus/deficit adjustment as per the Certified Statement in respect of the turnover of the Tenant's business for the relevant year as described in Clause (g) below.
4. The Additional Turnover Rent in respect of any calendar month shall be paid in arrears by the Tenant in respect of the monthly turnover of the Tenant's business during the relevant calendar month by the 30th day of the immediately following calendar month. If the amount of 10% of the monthly turnover does not exceed the Monthly Basic Rent in any month, no Additional Turnover Rent shall be payable for that month but the deficit shall not be carried over to the next month.
5. The Landlord's auditors shall have the right at any time following seven (7) days' written notice to the Tenant to examine the Tenant's sales records in respect of the Tenant' business carried out on, in, at, from or upon the Premises.
6. Notwithstanding anything contained in Clause (e) above and for the purpose of calculating the said Additional Turnover Rent, the Tenant shall allow the Landlord's authorized officer, employee or agent to check the daily sales income of the Tenant's business at the Premises from the Tenant's cash register within the Business Hours (not more than twice daily) but without thereby causing any unnecessary interference with or inconvenience to the Tenant or its business at the Premises and the Tenant shall render to the Landlord's representative every assistance in such daily check.
7. Within ninety (90) days of the expiration of each calendar year or sooner determination of the Fixed Term, the Tenant shall supply the Landlord with a statement as to the actual amount of the turnover of the Tenant's business for the relevant calendar year which statement shall be certified by the Tenant's auditors or external accountants ("**the Certified Statement**"). If the actual sum paid as the Additional Turnover Rent for any calendar month shall exceed or be less than the actual Additional Turnover Rent payable for the relevant calendar month calculated based on the Certified Statement, any excess shall be refunded by the Landlord and any shortfall shall be paid by the Tenant (as the case may be) within thirty (30) days of the Landlord's receipt of the Certified Statement.
8. If the Tenant fails to deliver any of the records supporting data and information of monthly turnover referred to Clause (b) above or fails to provide the Certified Statement by the Tenant's auditors referred to in Clause (g) above or if the same are insufficient to enable the Landlord's auditors to make an accurate calculation of the turnover for any period in question, then the Landlord may in their discretion by notice in writing to the Tenant make an estimate of turnover 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 Additional Turnover Rent based on the Landlord's estimate of the turnover and the Landlord shall be entitled to treat non-payment of such sum or any part thereof as non-payment of rent. Any over-payment or under-payment by the Tenant on such estimation shall be adjusted when the accurate turnover is ascertained.
9. Notwithstanding that anything herein contained to the contrary, the Tenant shall supply to the Landlord within twenty one (21) days after the date of the Tenant ceasing to be a tenant of the Premises a full and accurate statement certified by an independent firm of professional auditors of the Tenant's monthly turnover for the period from the date of the Tenant's commencement of its business up to the date of the Tenant ceasing to be the Tenant of the Premises.
10. In the event that there shall be any disputes between the Landlord and the Tenant in respect of the amount of turnover of the Fixed Term, the same shall be determined by an accountant to be agreed between the parties, failing which, the matter shall be referred to the President of The Hong Kong Institute of Certified Public Accountants whose decision shall be final and binding and the costs and expenses incurred thereto shall be borne and paid by the Tenant absolutely.
11. For the purpose of calculating the Additional Turnover Rent, "**turnover**" shall mean the aggregate of all sums of money or other consideration received or receivable in each month for all goods sold, leased, hired or otherwise disposed of and for all services sold or performed and from all business of any nature whatsoever conducted at on in from or upon the Premises by the Tenant and without prejudice to the generality of the above shall include:
12. all amounts received or receivable from orders which originate or are received or accepted at or from the Premises notwithstanding that delivery or performance is made at or from any place other than the Premises and notwithstanding that payment is made to a person other than the Tenant;
13. all amounts received or receivable from orders solicited off the Premises by persons operating from or reporting to the Premises;
14. all amounts received or receivable from sale and services which the Tenant in the normal and customary course of the Tenant's operations would or should be credited or attributed to the business of the Tenant at the Premises; and
15. all amounts of any service charge levied or imposed by the Tenant on the good sold to or otherwise disposed of and paid by a customer.

PROVIDED that:

1. every sale on credit terms or on an installment basis shall be deemed to be a sale for the full cash price at the date when the same is made irrespective of the time or times at which the Tenant receives payment;
2. every hiring of goods to a customer with an option to purchase shall be deemed to be a sale of the goods for the full cash price at the date when the hiring is made (irrespective of the time or times at which the Tenant receives payment);
3. every deposit by a customer shall be included in the turnover at the time of receipt and shall only be deducted from the turnover if and when repaid; and
4. in calculating the amount of the turnover, no deduction shall be made for bad or doubtful debts or (in the case of transactions paid by credit card) discounts or commissions payable by the Tenant to the provider of the credit.
5. The following amount shall not be included in the turnover or if included shall be deducted:
6. purchase tax and any similar sales or excise tax (if any) imposed directly on the Tenant in respect of the supply of goods or services but only to the extent that such tax is actually paid or accounted for by the Tenant to the taxing authority;
7. any service charge or tips paid by the customers of the Tenant at the Premises; and
8. any discount promotional or complimentary bills arising from the normal course of the Tenant's business at the Premises.