Supplementary Agreement for Acceleration  Grant	(2) Gammon Construction Ltd. whose registered office is situated at 28/F., Devon House, Taikoo Place, 979, King's Road, Hong Kong (hereinafter called "the Contractors) of the  Whereas: SA agreed Sum & PUC 1:
GAMMON CONSTRUCTION LTD.  SUPPLEMENTAL TO  SATELLITE ANTENNA FARM CONTRACT  FOR  THE NEW TV CITY  AT	(A) This: Agreement: Is supplemental: to an agreement (hereinafter called "the Contract) and made between the Employer of the one part and the Contractor of the other part whereby the Contractor agreed to carry out and complete the works as defined therein ("the Works") comprising the construction of the Satellite Antenna Farm for the New TV City at Tseung Kwan O Industrial Estates.  (B) According to the Contract, the Contractor agreed to complete the Works in two stages, for Stage II Works all counted from the Date for Possession of the Contract.  (C) It is the Employer's original requirement for the completion of the Works and the subsequently occurred in the target commencement dale of the Works and the Date for Dates for Completion of the Contract are as follows:  Stage I Works  Stage I Works
TSEUNG KWAN O INDUSTRIAL ESTATES, NEW TERRITORIES	Stage II Works 12 May 2000

Acceleration (cc.) &

6 July 2000

exterenterests of the project to mitigate the delay in the completion and therefore the operation of the Satellite Antenna Farm subsequent to the late commencement of the Works, the Employer and the Contractor have agreed to an acceleration arrangement of the Works in the manner hereinafter set out?

## NOW IT IS HEREBY AGREED AS FOLLOWS:

- Interpretation (Scove of works
  - This agreement shall be read with and construed together with the Contract and where the context so requires the Contract shall be deemed amended by the provisions of this Agreement. Where there is a conflict between the provisions of athis Agreement and the Contract, this Agreement shall prevail.
  - Save where the context requires, words and expressions used in this Agreement shall have the definitions assigned to them in the Contract.
- sed Dates for Completion
- The Dates for Completion under the Contract shall be revised as follows: 2.1

Stage I works

8 May 2000

Stage II Works

30 June 2000

The following revised milestone datespas compared with the original milestone dates in the Contract have been agreed:

Milestones	·-	Original Dates	Revised Dates
(1) Handover of Transformer Room to CLP		11 April 2000	8 April 2000
(2) Handover of TBE Room/associated cable ducts to HKT		T 12 May 2000	8 April 2000
(3) Handover of NT	VC4 Antenna Base to GSI	- 12 May 2000	25 April 2000
(4) Handover of Sa	lellite Equipment Room to GSI and		•
Completion of Si	lage I Works	12 May 2000	8 May 2000
(5) UPS Power-on		19 June 2000	12 May 2000
(6) Completion of St	lage II Works	5 July 2000	30 June 2000



Acceleration Expenses and Peyment (Acceleration Cost) acceleration The Mobilisation Payment together with the Bonus Payments payable to ti Contractor for achieving the revised Dates for completion and Milestone Date hepotiated stated in Item 2.1 and 3.1 above shall be the sum of Hong Kong dollars ON MILLION FOUR HUNDRED FIFTY TWO THOUSAND (HK\$1,452,000). Paument term payment terms

Wilestone agment

COST

Rayment shall be made to the Contractor in stages upon the achievement of the revised milestone dates and the staged completion of the Works as follows:

**Target Dates** Slege Payment to Contractor HKS . . 600,000 (non-refundable) A Letter of Guarantee of Payment will be issued within 7 days from the date of the execution of this Agreement by the Employer and payment to be made as per the Contract Conditions Clause 30 (but not subject to relention) Bonus Paymenis a). Upon the achievement of the Revised Milesione Dales (1) to (4) inclusive stated in Item 3.1 above and the completion of the Stage I Works 8 May 2000 600,000 b) Upon the achievement of the Revised Milestone Dates (5) and (6) inclusive stated in Item 3.1 above and the completion of the Stage II Works 30 June 2000 252,000 Total Acceleration Expenses Payable 1,452,000

For the avoidance of doubt, it is hereby agreed that Bonus Payments for Items 2(a) and 2(b) above shall be effected in accordance with Clause 30 of the Contract Conditions (but not subject to retention) and upon the satisfactory

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beduction for failure in achieving target completion aare

achievement of the revised Milestone Dates and con Stages as stipulated above.

Penalty

For the avoidance of further doubt the Bonus Payments for Item 2(a) and 2(b) above shall only be made in full should the Revised Milestone Dates (1) to (4) for Item 2(a) and Revised Milestone Dates (5) to (6) for Item 2(b) have all been achieved respectively. A deduction of HK\$ 150,000 shall be made for each of the Revised Milestone Dates (1), (2), (3) and (5) that are missed but Revised Milestone Dates (4) and (6) are attained. No payment for Item 2(a) and 2(b) shall be paid if Revised Milestone Date (4) and Revised Milestone Date (6) cannot be achieved respectively.

iquidated and Ascertained Damages

Concreten )

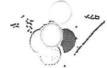
5.1 As agreed, liquidated and ascertained damages in accordance with the Contract shall be applied for the Stage I Works from 9 May 2006 onwards and Stage II Works from 1 July 2000 onwards subject to the extension of time for the Works in--accordance:with-the:contract,

## 6. Extension Of Time

Coranied in accordance with the Contract,

The Contractor shall at all times be proactive in the resolving of problems and shall actively seek ways to avoid or mitigate courses of actual or potential delay that might arise.

7. The obligation of the Contractor herein shall not be affected by any variations and amendments to the Contract, extension of time for performance, release of retention or other securities, other concessions or walvers granted by the Employer to the Contractor for the performance of his obligations and/or any other concessions or waivers by the Employer of any right or remedy the Employer may have against the Contractor.



, NESS the hands of the said parties hereto the day and year first above written.

Signed by	
	Sign L L'insert date (sam as
For and on behalf of Television Broadcasts Ltd.	Date
In the presence of	
Signed by  For E on behalf of GAMMON CONSTRUCTION LIMITED	-
TROMAS OS HO Escados Directo	Insert data (62 mg or hypermet data)
For and on behalf of Gomes	
For and on behalf of Gammon Construction Ltd.	Date
PATRICIAM AK SIK KEZ	90 X