

**THE HONG KONG HOUSING AUTHORITY**

**TENANCY AGREEMENT**

**For**

**Shop No. 115 on First Floor,  
Domain, Yau Tong**

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## SECTION I

Parties

This Agreement is made the **23<sup>rd</sup> day of December Two Thousand and Twenty Five**  
**BETWEEN**

(1) **THE HONG KONG HOUSING AUTHORITY**, a body corporate established under the Housing Ordinance (Cap.283) having its headquarters at 33, Fat Kwong Street, Kowloon, Hong Kong ("the Landlord")

AND

(2) **THAC Investment (3) Limited** whose registered office is situated at

**Flat 13, 12/F, Kwong Sang Hong Centre, Nos. 151-153 Hoi Bun Road,  
Kwun Tong, Kowloon**

("the Tenant")

WHEREBY IT IS AGREED as follows :

Premises

1. The Landlord shall let and the Tenant shall take on the terms and subject to the conditions hereinafter mentioned ALL THOSE premises being part of the development known as Domain, Yau Tong (hereinafter referred to as "the Centre") which said premises are more particularly described in Part I of the First Schedule hereto (hereinafter referred to as "the Premises") together with the use in common with the Landlord and all others having the like right of the common entrances staircases landings passages and toilets in the Centre in so far as the same are necessary for the proper use and enjoyment of the Premises except in so far as the Landlord may from time to time restrict such use AND together with the use in common as aforesaid of the lift service, escalators and air cooling service (save as otherwise provided herein) in the Centre for the term set out in Part II of the First Schedule hereto (hereinafter referred to as "the Term") **YIELDING AND PAYING** therefor throughout the Term such rent (exclusive of rates) and the air-conditioning charges at the times as set out in Part I of the Second

Term

Rent & Charges

Schedule hereto (hereinafter referred to as "the Rent" and "the Charges")

Rent-free Period

respectively). In the event that the tenancy does not commence on the first day of a calendar month, the first and the last payment of the amount of the Rent stipulated in Part I of the Second Schedule hereto and the Charges and other monies payable under this Agreement shall be apportioned on a pro-rata basis. The Landlord hereby acknowledges that the first payment of the Rent in the amount as set out in Part I of the Second Schedule hereto has on the date hereof been paid by the Tenant in advance and such rent shall, in the event of the Tenant failing to take up the tenancy for whatever reason after signing the Agreement hereof, be forfeited by the Landlord without prejudice to the Landlord's legal rights in claiming other compensation or damages from the Tenant. Notwithstanding the above, the Tenant shall have a rent-free period of three (3) months from the Commencement Date of the Term. The rent-free period is to be granted subject to no breach of any terms and conditions of this Agreement; and no termination of the tenancy by the Tenant during the period of six months from the Commencement Date. If at any time during the period there is any breach of the terms of this Agreement and the tenancy is terminated by the Landlord in consequence of such breach, or if the tenancy is terminated by the Tenant prior to the expiration of the period of six months, without prejudice to any other rights of the Landlord under this Agreement, the Tenant shall forthwith pay to the Landlord the amount of rent for the period of three (3) months from the Commencement Date.

Deposit

2. The Tenant will on the execution of this Agreement pay to the Landlord the Deposit as set out in Part II of the Second Schedule hereto (hereinafter referred to as "the Deposit"). The Deposit is paid to the Landlord to secure the due observance and performance by the Tenant of agreements stipulations terms and conditions herein contained and on the Tenant's part to be observed and performed. In the event the Tenant shall commit or suffer to be committed a breach of any of the terms and conditions herein and Provided that the Tenant has been given fourteen (14) days to rectify any breach and fails to do so it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine in which event the Deposit shall be forfeited to the Landlord but without prejudice to any right of action of the Landlord in respect of any breach of the terms and conditions herein contained and on the part of the Tenant to be observed

and performed. Subject as aforesaid, the Deposit without interest shall be refunded to the Tenant by the Landlord within thirty (30) days after the expiration or sooner determination of this Agreement and the delivery of vacant possession to the Landlord or within thirty days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach, non-observance or non-performance of any of the said agreements, stipulations terms or conditions and on the part of the Tenant to be observed and performed whichever is the later.

No Option to Renew      3. The tenancy granted herein is on a fixed term of six (6) years **without an option to renew**. The Tenant hereby acknowledges and agrees that there is no guarantee for any tenancy renewal upon the expiry of the Term. Any offer for renewal of the tenancy will be at the sole right and discretion of the Landlord and on such terms and conditions as the Landlord may consider appropriate to offer.

## **SECTION II**

### **TENANT'S OBLIGATIONS**

The Tenant agrees with the Landlord as follows :

Rent & Charges      1. To pay the Rent and the Charges at the times aforesaid without any deduction.

Rates      2. To pay all existing and future rates in respect of the Premises direct to the Landlord in advance on the first day of every calendar month the first payment to be made on the signing of this Agreement. In the event of the Premises not yet assessed to rates on the signing of this Agreement, the Tenant shall pay to the Landlord such interim rates in the manner aforesaid as are deemed to be levied on a rateable value equal to twelve (12) months' Rent in respect of the Premises and upon ascertainment of the rateable value of the Premises in accordance with the provisions of the Rating Ordinance, an appropriate adjustment shall be made in the payment of rates as aforesaid and the Tenant shall be so notified by the Landlord as soon as practicable.

Water & Electricity Charges      3. To pay all existing and future water rates, electricity, telephone and gas charges payable in respect of the Premises.

Air-conditioning Charges	4. To pay on the days and in the manner hereinbefore provided the Charges as set forth in Section I. Provided always that if at any time during the Term the cost for the operation of the air cooling services shall have risen, the Landlord shall be entitled to serve one month's notice in writing upon the Tenant increasing the Charges and thereafter such increased charges shall be payable in lieu of the Charges provided for herein.
Compliance with Ordinance	5. At all times during the tenancy hereby created to observe and perform the provisions of all Ordinances and Regulations and all by-laws directions and orders of Environment and Ecology Bureau or any other competent authority and to obtain from the appropriate authority or authorities at his own expense all licences and permits that may be required in connection with the business carried on in the Premises and to make no claim of any kind whatsoever against the Landlord in the event of the Tenant's failure or inability for any reason to obtain or renew any such licence or permit.
Compliance with Lease & Deed of Mutual Covenant	6. Not to do anything which would amount to a breach or non-observance of the provisions of the Government Lease or the Deed of Mutual Covenant under which the Landlord holds the Premises.
State & Condition of the Premises Fitting-out & Modification to Building Services Installations	7. To accept the Premises in the state and condition in which they are found at the date when the Tenant is afforded possession thereof and if necessary, to carry out modifications to any building works and building services installations including fire services sprinklers by appointed contractors of the Landlord at the Tenant's own expenses; and at his own expense to fit-out the Premises with furniture fixtures and fittings to the requirements and satisfaction in all respects of the Landlord and also of any competent authority concerned.
Technical Proposal	8. To comply with the requirements for shop and shop front design in accordance with the technical proposal set out in the Fourth Schedule hereto. Any future fit-out renovation to the Premises during the Term shall be subject to the prior approval of the Landlord.
Fitting Out	9. (a) To erect external hoardings at the Premises during fitting out and minimize the nuisance caused to the shoppers. The design and decorative painting on the hoardings should be up to the

satisfaction of the Landlord;

- (b) To fit out and/or decorate the interior of the Premises in a good and proper workmanlike fashion using good quality materials and in accordance with the requirements and provisions contained in the Fifth Schedule hereto and the fitting-out guidelines and / or rules as prescribed by the Landlord from time to time and to maintain the same throughout the Term in good condition and repair to the satisfaction of the Landlord;
- (c) In carrying out any approved fitting out and/or decoration works under this Agreement, the Tenant shall and shall cause his servants, employees, agents, contractors, workmen and licensees to :
  - (i) co-operate fully with the Landlord and with other tenants or contractors carrying out any work in the Centre; and
  - (ii) obey and comply with all instructions and directions which may be given by the Landlord in connection with the carrying out of such fitting out and/or decoration works.

Shop Front and  
Window Displays

10. To install at its own costs and expenses the shop front (including the shop window and window frame and door) and to fit up and decorate the Premises with furniture, fixtures and fittings in a good and proper workmanship in accordance with the Fourth Schedule and the Fifth Schedule hereto and to the requirements and satisfaction in all respects of the Landlord and other governmental authorities concerned, and to maintain the same throughout the Term in good condition and not to alter the shop front unless prior approval is obtained from the Landlord.

Setting Back from  
the Glass Shop Front

11. Not to obstruct the shop front glass panes by the Tenant's fixtures and fittings. Unless prior approval is obtained from the Landlord, any fixtures or display units located along frontage area is required to set back at least 300mm and the display units shall not exceed 1200mm in height. Fixtures or display units exceeding 1200mm in height shall be positioned against the back wall.

Display of Sales Promotion Materials

12. Not to display any sales promotion materials such as flyers, advertisements and stickers on any part of the shop front. Poster stands or notice boards shall be designed for this purpose. The design of the said stands/notice boards shall be submitted for the Landlord's prior approval.

Keep Shop Front & Shop Sign Lit

13. To keep lit at the Tenant's own expense all shop front, windows, showcases and shop sign of the Premises during the opening hours of the Centre (which is from 7:00 a.m. to 11:00 p.m.) and when the common areas of the Centre are open to the public and for the better observance thereof the Tenant shall permit the Landlord to control the electrical circuits to the said shop front, windows, showcases and shop sign. For the purpose of this clause, shop front and windows shall be deemed to include those parts of the interior of the Premises used for the display of merchandise immediately fronting onto the common areas of the Centre.

Install & Maintain Window Display

14. To install and at all times maintain display of merchandise goods or services in the shop front, windows or showcases contained within the entrance ways of the Premises to the satisfaction of the Landlord and to a standard and composition appropriate in the opinion of the Landlord to the reputation and standing of the Centre and to alter any window or other display of goods or merchandise in or at the Premises immediately upon notice by the Landlord that such display will in the opinion of the Landlord prejudice the reputation or standing of the Centre, provided always that the opinion of the Landlord in this respect shall be final.

Keep Premises Open

15. To keep the Premises open for business at all times of the year daily between the hours of 11 a.m. and 9 p.m. or such other business hours as approved by the Landlord (the "Core Business Hours") and provided always that the Core Business Hours may be altered from time to time by the Landlord at his discretion without the consent of the Tenant and without prejudice to the generality of the foregoing any suspension of the Tenant's business during the Core Business Hours of a particular day and/or for any particular day of the year without the prior consent of the Landlord shall constitute a material breach of this provision entitling the Landlord to determine this Agreement and to regain possession of the Premises.

Commencement of Business 16. To commence operation of the business specified under "Designated Trade" in Part I of the First Schedule hereto not later than three (3) months from the Commencement Date as set out in Part II of the First Schedule hereto or such other date as shall be specified by the Landlord.

Installation of Telephone Cables 17. To make his own arrangements with the utility company with regard to the installation of telephones in the Premises, but the installation of telephone lines outside the Premises must be in accordance with the Landlord's directions.

Internal Repair 18. To keep the interior of the Premises including the interior decoration and all fixtures in proper repair and thoroughly clean and tidy throughout the Term (fair wear and tear excepted) and from time to time as considered necessary by the Landlord to paint with colourwash those parts of the interior of the Premises which were at the commencement of the tenancy so painted in the same colour as the existing colour or such other colour as may be approved by the Landlord.

Replacement of Windows 19. To replace at his own expense any glass in any doors or windows of the Premises that may become broken from whatever cause during the Term.

Repair of Electricity Installations 20. To repair or replace at his own expense if so required by the appropriate company or authority under the terms of the Electricity Supply Ordinance or any statutory modification or re-enactment thereof or Regulations made thereunder by duly authorised contractor statutory undertaker or authority as the case may be all the electricity wiring installations and fittings within the Premises and the wiring from the Tenant's meter or meters to and within the same.

Cleaning & Cleaning Contractors 21. To keep the Premises including all external windows lights and shop front glass at all times in a clean and sanitary state and condition, and for the better observance hereof the Tenant shall only employ as cleaners of the Premises such persons or firms as may be approved by the Landlord. Such cleaners shall be employed at the expense of the Tenant.

Clearing of Drains	22. To use the Landlord's fixtures and fittings and the sewers and drains serving the Premises in a proper and careful manner and to pay the Landlord on demand the cost incurred in repair or replacement of any of the said items arising otherwise than through fair wear and tear and the cost of clearing any drains or sewers choked or stopped up by reason of careless use by the Tenant, his servants, employees, invitees, agents, contractors or licensees. Provided that if the Tenant shall effect any of the aforesaid repairs or replacements or clearance of sewers or drains without the prior consent of the Landlord he shall be responsible for any costs incurred by the Landlord in remedying any such repairs or replacements or clearances effected by the Tenant which the Landlord considers unsatisfactory.
Right of Access to Repair and Maintenance Works	23. To allow the Landlord or his agents or persons authorized by the Landlord throughout 24 hours right of access to go pass and repass over and along the Premises for carrying out repair and maintenance works to building works and/or building services installations for other premises in the Centre which are/will be routed through the Premises.
To Permit Landlord to Enter & View	24. (a) To permit the Landlord and his agents and all persons authorized by him at all reasonable times to enter and view the Premises and to take an inventory of the fixtures and fittings therein and to do any repair or work for which the Landlord is liable hereunder.  (b) To allow the Landlord, his agent and all persons authorized by him and the utility companies the right of access to the pipings inside the Premises at all reasonable times for the purpose of inspection, operation, maintenance and modification.
To Execute Repair on Receipt of Notice	25. To make good all defects and wants of repair to the Premises for which the Tenant may be liable within fourteen days from the receipt of written notice from the Landlord to amend and make good the same, and if the Tenant shall fail to execute such works or repairs as aforementioned to permit the Landlord to enter upon the Premises and execute the same and the cost thereof shall be a debt due from the Tenant to the Landlord and be recoverable forthwith by action.
Inform Landlord of Damage	26. To give prompt notice to the Landlord or his agent of any damage that may be suffered to the Premises and of any accident to or defects in the water and gas pipes (if any) electrical wiring or fittings, fixtures or

other services or facilities within the Premises.

Protection from Typhoon

27. To take all reasonable precautions to protect the interior of the Premises against damage by storm or typhoon.

Indemnification of Landlord

28. To indemnify the Landlord against all actions costs claims and demands made upon or against the Landlord in respect of injury to the person or damage to property of any person caused by or through or in any way due to the overflow of water or drainage from the Premises or any part thereof.

Air-conditioning of Premises

29. Where any plant machinery or equipment for cooling or circulating air is installed in or about the Premises (whether by the Landlord or the Tenant), to the extent of the Tenant's control over the same, at all times to use and regulate the same to ensure that the air-conditioning plant is employed to suit the circumstances prevailing and without prejudice to the generality of the foregoing will operate and maintain such air-conditioning plant within the Premises as the Landlord may reasonably determine to ensure a reasonably uniform standard of air cooling or conditioning throughout the Centre.

Refuse & Garbage Removal

30. To be responsible for the removal of refuse and garbage from the Premises to such location and in such manner as shall be specified by the Landlord from time to time and to use only that type of refuse container as may be specified by the Landlord from time to time. In the event of the Landlord providing a collection service for refuse and garbage (trade refuse excepted) the same shall be used by the Tenant to the exclusion of any other similar service.

Service Entrances

31. To load and unload goods only at such times and through such entrances at such points and by such service lifts (if any) as shall be designated by the Landlord for this purpose from time to time.

Damage to Common Areas

32. To pay to or reimburse to the Landlord the cost of any damage caused to any part of the common areas of the Centre occasioned by the Tenant, his servants, employees, invitees, agents, contractors or licensees.

Contractors Employees Invitees

33. To be liable for any act default negligence or omission of the Tenant's contractors, servants, employees, invitees, agents or licensees as if the

Agents & Licensees same were the act default negligence or omission of the Tenant and to indemnify the Landlord against all costs claims demands expenses or liability to any third party in connection therewith.

Regulations 34. To observe and comply with such rules and regulations not in conflict with the terms of this Agreement, as may be made from time to time by the Landlord in respect of the use of the Premises by the Tenant.

Yield up Premises & Handover 35. On the expiration or early determination of the tenancy hereby created or of any extension thereof:
 

- (a) forthwith to deliver up vacant possession of the Premises to the Landlord together with all the Landlord's fixtures and fittings therein in good and tenantable condition.
- (b) forthwith to yield up the Premises in a "bare shell" good clean state of repair and condition. For the avoidance of doubt, the Premises in a "bare shell" means the Premises shall be in a bare-shell condition that all fit-out works, including internal partitions, tiles, carpets, false ceilings, finishes on the walls etc., shall be removed to the satisfaction of the Landlord save and except that for the Outside Seating Area of the Premises (as shown coloured pink stippled black on the plan at Annex hereto), floor finishes and ceiling shall be retained to the extent to match the common areas of the Centre.

Over-loading 36. Not to overload the floors or ceilings of the Premises, or the structure of the Centre, or any plant, machinery, plumbing or electrical installation serving the Premises or the Centre, nor to do anything which interferes with the heating, air conditioning, plumbing or ventilation of the Centre.

Submission of Document for Gross Receipts 37. (a) To keep all proper books and account necessary for showing the daily Gross Receipts attributable to the Tenant's business at the Premises and to prepare and submit to the Landlord within fourteen (14) days after the end of each month a statement certified by the Tenant's accountant showing the monthly Gross Receipts for that month based on such books and accounts.
   
 (b) To permit the Landlord and his agents at all reasonable times to inspect and take copies and extracts from the Tenant's books, documents or records which were or ought in the opinion of the

Landlord or his agents to be taken into account in the calculation of the Gross Receipts.

- (c) Within sixty days after the end of each year of the term of this tenancy, the Tenant shall at his own expense furnish to the Landlord a certificate from the Tenant's Auditors (who shall be independent Certified Public Accountants registered under the Professional Accountants Ordinance in Hong Kong) certifying the correctness and completeness of the Tenant's Gross Receipts during each month of the preceding year. Notwithstanding the foregoing, the Tenant shall furnish to the Landlord within sixty days after the Tenant ceasing to be a tenant of the Premises a certificate from the Tenant's Auditors certifying the correctness and completeness of the Tenant's Gross Receipts during each month for the period from the date of the last certificate furnished (or from the Commencement Date of the tenancy, as the case may be) up to the date of its ceasing to be the tenant. Such certificate shall contain such detail and breakdown as the Landlord may require from time to time and shall be in such form and style as specified in the Third Schedule hereto provided that the Landlord shall have the right from time to time by notice in writing to the Tenant to revise or amend the required form and style.
- (d) If the Tenant shall fail to furnish the Landlord with the certificate, mentioned in the last preceding clause, within the specified time limit and in the required format or if the Tenant's Auditors shall refrain from forming an opinion or an adverse opinion is expressed, the Landlord can appoint, at the expense of the Tenant, an independent firm of Certified Public Accountants to investigate the correctness and completeness of the Gross Receipts during each month of the preceding year.
- (e) The Gross Receipts from the Tenant's business shall include the total amount of revenue paid or payable to the Tenant attributable to the business of the Tenant or of any other person or body corporate (as approved by the Landlord under Section IV Clause 19 hereof) at the Premises, whether or not (i) such revenue is in cash, barter of goods or services or any other form of consideration; (ii) such revenue is on deferred payment

terms; and (iii) such revenue (or any part thereof) is ultimately received by the Tenant. For the avoidance of doubt, (i) if any order for goods/services is received by the Tenant on the Premises, the revenue attributable to such order shall constitute part of the Gross Receipts even if, for the purposes of such order, the goods/services are not supplied from the Premises; and (ii) if any order for goods/services is received outside of the Premises, the revenue attributable to such order shall constitute part of the Gross Receipts if, for the purposes of such order, the goods/services are supplied from the Premises.

Provided that –

- (i) every transaction or sale on credit terms or an installment basis shall be deemed to be a transaction or 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.
- (ii) every deposit by a customer shall be included in Gross Receipts at the time of receipt and shall only be deducted from Gross Receipts if and when repaid to that customer.

Employees and  
Licensees

38. (a) The Tenant shall make its utmost endeavour to keep up a high standard of behaviour and performance of all its employees and the employees of its approved licensees working at the Premises (hereinafter referred to as “the Employees”) during the term of this Agreement.

(b) The Tenant shall make its utmost endeavour to keep up a high standard of good conduct and practice for carrying on business at the Premises by the Tenant and the approved licensees during the term of this Agreement. If the Tenant’s licensees are found in the opinion of the Landlord to be carrying on any fraudulent trading or to conduct any business improperly, the Landlord shall have the power to require the Tenant to terminate forthwith any licence arising out of this Agreement by giving notice to the Tenant. The Landlord shall be entitled to terminate this Agreement if the Tenant shall fail to comply with the Landlord’s requirement or if the Tenant is found in the

opinion of the Landlord to be carrying on any fraudulent trading or to conduct any business improperly.

## SECTION III

### LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows :

Quiet Enjoyment

1. To permit the Tenant duly paying the Rent, the Charges, rates and other charges hereby agreed to be paid on the days and in manner herein provided for payment of the same (and observing and performing the agreements stipulations terms conditions and obligations herein contained) to have quiet possession and enjoyment of the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or through or in trust for the Landlord.

External Repair

2. To keep the exterior of the Premises (except all glass and the shop front) in tenantable repair.

Landlord's Fixtures  
& Fittings

3. To keep the Landlord's fixtures and fittings and the drains pipes and sewers serving the Premises in tenantable repair (where applicable at the cost of the Tenant as provided in Section II Clause 22 hereof) Provided that the Landlord shall not be liable hereunder unless and until written notice of any want of repair shall have been served upon him and the Landlord shall have failed to take steps to effect the necessary repairs after the lapse of a reasonable time.

Directory Board

4. To provide at the cost of the Landlord a name slat bearing the name of the Tenant affixed in lettering and/or characters (the sign design and location of which shall be determined by the Landlord) to be displayed on the directory board(s) (if any) of the Centre.

## SECTION IV

### RESTRICTIONS AND PROHIBITIONS

The Tenant hereby agrees with the Landlord as follows :

Installations & Alterations	1. Without prejudice to the Tenant's obligation in respect of installations and alterations as provided under this Agreement not to make any alterations whatsoever to the Premises or any electrical or air-conditioning installations therein or to install any fixture partition or other erection therein, or to remove any of the Landlord's fixtures or fittings without the previous consent in writing of the Landlord.
Injury to Main Walls	2. Not without the prior written consent of the Landlord to cut maim or injure or permit or suffer to be cut maimed or injured any doors windows walls beams structural members or other part of the fabric of the Premises.
Alterations to Exterior	3. Not to affix anything or paint or make any alteration whatsoever to the exterior of the Premises save as provided in Section IV Clause 7 hereof.
Asbestos-containing Materials	4. Not to add onto or allow to be added onto the Premises or any part thereof for any purpose whatsoever any asbestos-containing material in any form whatsoever. If the Tenant is found to be in breach of this condition, the Tenant shall cause all such asbestos-containing material to be removed by a specialist asbestos remover to be approved by the Landlord to the satisfaction of the Landlord at the Tenant's sole cost and expense. In the event that the Tenant fails to remove such asbestos-containing material, the Landlord may do all things necessary to effect the removal of the same and any monies expended by the Landlord for the purpose shall be repayable by the Tenant on demand and be recoverable, by distress or otherwise, as for rent in arrears.
Noise	5. Not to cause or permit to be caused any nuisance or any noise which is a source of annoyance by the playing of mah-jong or any music by means of any instrument or by radio, television, sound equipment or by any other means whatsoever, or by the issue of any other noise or disturbance in the Premises between the hours of eleven in the evening and seven in the morning.

Nuisance 6. Not to do or cause or permit to be done in or on the Premises or approaches thereto anything that may be or become a nuisance or annoyance to the Landlord or the tenants or occupiers of other property in the neighbourhood.

Signs 7. Not to affix or cause or permit any poster signboard or advertising matter of any kind to be affixed to any part of the exterior of the Premises or any part of the shop front glass except such as has been approved by the Landlord in writing and then only in a place and in a manner approved by the Landlord. All displayed notices and publicity materials within the Premises shall not be in hand-written form.

Auctions & Sales 8. Not to conduct or permit any auction sale of things or properties of any kind to take place on the Premises provided that this provision shall not preclude the conduct of genuine periodic seasonal or promotional sales.

Illegal Immoral & Improper Use 9. Not to use or cause or permit the Premises or any part thereof to be used for any unlawful or immoral purposes.

No Touting 10. Not to cause or permit any touting or soliciting for business or distribution of any pamphlets notices or advertising materials outside the Premises or anywhere within the common area of the Centre by any of the Tenant, his servants, employees, invitees, agents, contractors or licensees without the prior written consent of the Landlord.

Sleeping or Domestic Use 11. Not to permit or suffer any person to remain on the Premises after the closing of the opening hours of the Centre (as referred to in Section II Clause 13 hereof) except the persons permitted by the Landlord.

Manufacture & Storage of Merchandise 12. Not to use the Premises for the manufacture of goods or merchandise or for the storage of goods or merchandise other than stock reasonably required in connection with the Tenant's business carried on therein nor to keep or store or cause or permit or suffer to be kept or stored any extra hazardous or dangerous goods within the meaning of the Dangerous Goods Ordinance and the regulations thereunder or any statutory modification or re-enactment thereof Provided that Tenant of

premises let for the purposes requiring the heating of water or cooking of food in bulk may be permitted to store the approved fuel subject to any direction of the Landlord or of any competent authority with regard to the manner of storage or amount to be stored.

Obstructions in Passages	13. (a) Not to leave or cause or permit to be left any furniture boxes goods articles or rubbish in the entrance hall or on the stairways or landings or on any of the passage ways or lifts of the Centre or to cause any obstruction whatsoever thereto or to the common areas in front of the Premises.
	(b) Not to use any area outside the Premises for any purpose such as storage or display of goods and not to erect any structure or roof on or over any such area.
Parking & Loading	14. Not to park in obstruct or otherwise use nor permit to be parked in obstructed or otherwise used by any servant, employee, invitee, agent, contractor or licensee of the Tenant those areas of the Centre allocated to parking the movement of or access for vehicles or designated as loading/unloading areas other than in accordance with the Regulations made from time to time by the Landlord.
Goods & Merchandise Outside the Premises	15. Not to place expose or leave or permit to be placed exposed or left for display sale or otherwise any goods or merchandise whatsoever upon or over the ground outside the Premises.
Prevention of Odours	16. Not to cause or permit any offensive or unusual odours to be produced upon or emanate from the Premises.
Fuel for Heating Appliances	17. That all cooking of food and heating of liquids in the Premises shall be done by means of an electric stove or other electric appliance or by means of a gas stove or other appliances using pipe gas as a fuel (provided that in the latter case the installation is carried out by a contractor approved by the Landlord or any competent authority) and not to do or cause or permit any cooking of food or heating of liquids by any method involving the use of wood or charcoal as a fuel.
Animals & Pets	18. Not to keep any animal, bird or livestock of any description in the Premises or any part thereof.

Assignment & Subletting	19. Not to transfer, assign, sub-let, license, share or otherwise part with the possession of the Premises or any part thereof or the right to use them so that any person not a party to this Agreement obtains the use or possession of the Premises or any part thereof without the prior written consent of the Landlord which consent, if granted, shall be subject to such terms and conditions as shall be imposed by the Landlord.
Gunpowder & Explosives	20. Not to store or cause or permit to be stored in the Premises or any part thereof any arms, ammunition, gunpowder, kerosene, petrol or any explosive or combustible material or substance whatsoever (save as provided in Section IV Clause 12 hereof) except that Tenant holding current firearms licences issued by the Commissioner of Police may keep the arms to which the licence relates together with a reasonable quantity of suitable ammunition subject to the Landlord being informed of the existence of such licence and of its renewal where such takes place and that Tenant of premises let for the purposes requiring the heating of water or cooking of food in bulk may be permitted to store the approved fuel subject to any direction of the Landlord or of any competent authority with regard to the manner of storage or amount to be stored.
User	21. Not to carry on or permit or suffer to be carried on in or upon the Premises or any part thereof any trade profession or business whatsoever other than that as set out under "Designated Trade" in Part I of the First Schedule hereto.
New Partners to Business	22. If the Tenant shall be the sole proprietor of the business carried out at the Premises not to admit any partner during the Term and if the Tenant shall consist of partners not to admit any new partner during the Term.
No Monopoly	23. The tenancy hereby created does not in any way whatsoever confer upon the Tenant any exclusive right to any particular trade in the Centre and the Landlord reserves the right to let other premises in the Centre in whatever manner for the same trade according to the needs of the Centre as assessed by the Landlord.

## SECTION V

### MISCELLANEOUS

It is hereby expressly agreed as follows :

#### Default

1. If the Rent, the Charges, rates or monies due under this Agreement or any part thereof shall at any time be unpaid for fourteen (14) days after becoming payable (whether formally demanded or not) or if any of the covenants on the Tenant's part herein contained shall not be performed or observed or if the Tenant for the time being shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purposes of reconstruction or amalgamation) or if the Tenant for the time being shall enter into any arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress or execution to be levied on the Tenant's goods then and in any such cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's terms and conditions herein contained and a written notice served by the Landlord on the Tenant or left at the Premises to the effect that the Landlord thereby exercises the power of re-entry hereinbefore contained shall be a full and sufficient exercise of such power notwithstanding any statutory or common law provision to the contrary. For the avoidance of doubt, the day on which the Rent, the Charges, rates or any part thereof shall become payable is included in the reckoning of the said period of fourteen days under this provision.

#### Interest

2. If the Rent, the Charges or any part thereof shall be unpaid for fourteen days after the same shall become payable (whether formally demanded or not) or if the rates or any part thereof shall be unpaid for fourteen days after the same shall become payable the Tenant shall further pay to the Landlord interest at the rate of 2% per month on the amount of Rent, the Charges, rates in arrears and such interest shall be payable and calculated from the date upon which such payment in arrears fell due and not fourteen days thereafter. For the avoidance of doubt, the day on which the Rent, the Charges, rates or any part thereof shall become payable is included in the reckoning of the said period of

fourteen days under this provision. For the further avoidance of doubt, the parties agree that the application of this provision shall not prejudice the rights of the Landlord under this Agreement.

Acceptance of Rent      3. The acceptance of any rent by the Landlord hereunder shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance by the Tenant of any of the agreements stipulations terms and conditions herein contained and on the part of the Tenant to be observed and performed.

Breach of Tenancy Agreement      4. Notwithstanding Section V Clause 1 hereof, if the Tenant fails to observe or comply with any of the agreements on his part herein contained, the Landlord shall be entitled to determine the tenancy hereby created by giving to the Tenant at least one calendar month's notice in writing but without prejudice to the rights of the Landlord under this Agreement.

Service of Notice-To- Quit      5. For the avoidance of doubt, where the Landlord invokes Section 19(1)(b) of the Housing Ordinance (Cap. 283) to terminate this Agreement, the period for the notice to quit issued under that section shall be one (1) calendar month.

Trade Name      6. The Tenant shall throughout the whole period of this Term or any extension thereof operate business at the Premises under the trade name of "**THAC Café (一木冰廳)**" and the Landlord shall have the right to terminate this Agreement at any time without paying compensation if the Tenant no longer operates business under the name of "**THAC Café (一木冰廳)**" or if for whatever causes the said trade name is or cannot be used by the Tenant for his business on the Premises. The trade name cannot be changed unless the prior approval is obtained from the Landlord.

No Compensation 7. Under no circumstances shall the Landlord be under any liability whatsoever to the Tenant or any servant, employee, invitee, agent, contractor or licensee of his for the payment of any compensation arising out of the operation of this Agreement or any clause hereof.

Removal of Tenant's fittings 8. The Tenant may at any time during the last month of the tenancy hereby created disannex remove repossess and convert to his own use any Tenant's erections and fittings erected fixed or made by him at his own cost upon or to the Premises which have not by law or by virtue of the provisions of this Agreement become the Landlord's property doing as little injury as may be to the Premises by such removal and making good such injury as may unavoidably be done.

Abatement of Rent 9. Should the Premises or part hereof be rendered unfit for occupation by any cause not attributable to the act negligence or default of the Tenant, the Rent or part thereof proportioned to the damage caused to the Premises shall abate and cease to be payable until the Premises shall have been again rendered fit for occupation Provided always that the Landlord shall not be required to reinstate the Premises if by reason of the condition of the Premises or any legislation or other circumstances beyond the control of the Landlord it is in the opinion of the Landlord not practicable or reasonable to do so. For the avoidance of doubt, the provisions of this Section V Clause 9 shall not apply to any of the situations referred to in Section V Clause 11 and Clause 12 hereunder.

Fire & Overflow of Water 10. The Landlord shall not be under any liability whatsoever to the Tenant or any servant, employee or invitee or agent or contractor or licensee of his in respect of any damage sustained to the person or property of the Tenant or such other person caused by or through or in any way due to the overflow of water or drainage or the escape of fumes smoke fire or any other substance from any part of the building of which the Premises forms part.

Failure of Utility Supply 11. The Landlord shall not be under any liability whatsoever to the Tenant, his servant, employee or invitee or agent or contractor or licensee for any damage arising out of any interruption or failure of electricity, water, gas/liquefied petroleum (LP) gas supply to the Premises howsoever caused.

Failure or

12. The Landlord shall not be under any liability whatsoever to the Tenant,

· Interruption of Air-conditioning Supply his servant or employee or invitee or agent or contractor or licensee for any damage arising out of or due to the failure or interruption of air-conditioning supply to the Premises howsoever caused nor shall the Landlord be liable for any damages whatsoever to the Tenant, his servants or employee or invitee or agent or contractor or licensee due to the failure of the central air-conditioning system or the air-conditioning system of the Premises howsoever caused and the Landlord shall not be liable to abate any Rent and/or the Charges.

Alterations to Centre 13. The Landlord reserves the right from time to time to improve/extend/ add to or otherwise make alterations to the Centre or in any manner whatsoever alter or deal with the Centre (other than the Premises). Provided always that in exercising such right the Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances.

Functions & Display 14. Notwithstanding anything herein contained or implied to the contrary the Landlord may permit any person or organisation to hold any functions or exhibitions or display any merchandise in any part or parts of the common areas of the Centre at such times and upon such terms and conditions as the Landlord may in his absolute discretion think fit.

Tenant's Participation in Cross-over Promotional Activities 15. The Tenant acknowledges that the Landlord intends to launch cross-over promotional activities in the Centre during the Term under which such shops in the Centre as shall be determined by the Landlord shall be required to offer to customers who have participated in the activities certain privileged treatment or special offers which customers benefit or other inductive measures on the prices of the goods sold and/or charges for services provided by the tenants in their shops (excluding discounted or promotional items) to be agreed between the Landlord and the Tenant, or such other reasonable special or privileged offers to such customers as the Landlord and the Tenant may agree from time to time. The Tenant hereby agrees that the Tenant shall upon request by the Landlord participate in the activities after they are launched and comply with all the rules and regulations as may be prescribed by the Landlord from time to time for the activities. For the avoidance of doubt, the Tenant shall not be entitled to any abatement of rent or any compensation whatsoever for participation in the activities pursuant to this provision.

Public Address System

16. Notwithstanding anything herein contained or implied to the contrary the Landlord may provide and install a public address system throughout the common areas of the Centre and may play relay or broadcast or permit any other person to play relay or broadcast recorded music or public announcement thereon.

Use of the Common Area

17. The Landlord has the exclusive right to use the common areas of the Centre for commercial or related purpose; to designate, redesignate or convert; to repair, renovate, reinstate or redecorate the same and shall not be liable to the Tenant, his agent or invitee for any claims in respect of such usage.

Condonation not a Waiver

18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance or non-performance by the Tenant at any time or times of any of the agreements stipulations terms and conditions herein contained shall operate as a waiver of the Landlord's right hereunder in respect of any continuing or subsequent default breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord, unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and shall in no way be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future, unless expressly so provided.

Letting Notices & Entry

19. During the six (6) months immediately before the expiration or sooner determination of the tenancy under this Agreement the Tenant shall permit all persons having written authority from the Landlord to enter and view the Premises and every part thereof at all reasonable times Provided further that the Landlord shall be at liberty to affix and maintain without interference upon any external part of the Premises a notice stating that the Premises are to be let and such other information in connection therewith as the Landlord shall reasonably require during the aforementioned period of six (6) months.

Service of Notice 20. Any notice to the Tenant shall be sufficiently served if left addressed to him at the Premises or if sent to him by registered post to his last known address or registered office and any notice to the Landlord shall be sufficiently served if delivered to him at his headquarters.

Tenant 21. The expression "the Tenant" wherever used herein shall include the person or persons specifically named and his or their executors or administrators and in the case of a corporation shall include the corporation specifically named and its successors and (if the context so permits or requires) words importing the singular number only shall include the plural number and words importing the masculine gender only shall include the feminine gender and the neuter and words importing a person shall include a corporation.

Refund of Deposit 22. On the determination of the tenancy hereby created if the Tenant shall have paid the Rent and other charges due hereunder and if there shall be no breach of any of the agreement on the Tenant's part to be observed and performed the Landlord will repay to the Tenant the sum of Hong Kong Dollars **Three Hundred Eighty Thousand (HK\$380,000.00)** paid to the Landlord and/or release to the Tenant the guarantee as set out in Part II of the Second Schedule hereto on the signing of this Agreement but without any interest thereon but if the Rent or other charges or any part thereof shall be in arrears the Landlord may appropriate such deposit wholly or in part towards payment of such arrears of Rent or other charges and if there shall be any breach of the Agreement on the part of the Tenant or any of them the Landlord may appropriate the said deposit or part thereof to the cost of remedying the same (in so far as this may be possible) without prejudice to any other claim or remedy that the Landlord may have against the Tenant by reason of the breach and (in any such cases) shall only pay the balance (if any) of the deposit to the Tenant.

Marginal Notes & Headings 23. The marginal notes and heading are intended for guidance only and do not form part of this Agreement nor shall any of the provisions of this Agreement be construed or interpreted by reference thereto or in any way affected or limited thereby.

Assignment Clause 24. The Landlord shall be entitled to transfer and assign the reversion in the Premises and all the Landlord's rights and obligations under this

Agreement to any third party ("the Assignee") on such terms and conditions as the Landlord shall think fit without any interference or any claim or demand for compensation whatsoever by the Tenant. Upon such transfer or assignment,

- (a) if the Tenant has paid to the Landlord any deposit under Section I Clause 2 hereof, the Landlord shall also be entitled to transfer the said deposit paid by the Tenant (less any deduction which the Landlord is entitled to make hereunder) to the Assignee;
- (b) if the Tenant has pursuant to Section I Clause 2 and Part II of the Second Schedule hereto provided any guarantee to the Landlord, the Tenant shall on demand by the Landlord at the Tenant's own expense obtain and deposit with the Assignee a fresh guarantee similar to that mentioned in Section I Clause 2 and Part II of the Second Schedule hereto but given in favour of the Assignee.

With effect from the date of the transfer or assignment of the reversion and all the Landlord's rights and obligations by the Landlord as aforesaid, the Landlord shall be absolutely released from all the Landlord's obligations and all liabilities whatever hereunder (including the Landlord's obligation to refund the deposit, if any, paid by the Tenant under Section I Clause 2 hereof in accordance with the terms and conditions hereunder whether contractual or otherwise) and all such obligations and liabilities shall be assumed by the Assignee. If the Tenant has paid any deposit under Section I Clause 2 hereof the Tenant shall only seek refund of the said deposit (subject always to the terms and conditions contained in this Agreement) from the Assignee.

Contract out of the Contracts (Rights of Third Parties) Ordinance	25. Notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance, and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement.
Compliance with Technical Proposal	26. The Tenant further agrees that in respect of the use and the business carried out at the Premises, it shall operate under the proposed trade

name, adopt the prospective detailed shop design concept and prospective promotional strategies and/or budget, and provide the brand products and services as listed in the Technical Proposal submitted to the Landlord as set out in the Fourth Schedule hereto which is incorporated as part of this Agreement, or as otherwise approved by the Landlord in writing, so far as the same is not in conflict with the terms and conditions of this Agreement. In the event of any contradiction between the Technical Proposal and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

Accuracy of Tender Information, Breach of Representations / Warranties

27. The tenancy under this Agreement is granted to the Tenant based on a tender submitted by the Tenant to the Landlord. If any material particulars or information in the tender submitted by the Tenant are subsequently found to be inaccurate or if at any time after the signing of this Agreement the Tenant is found to have committed a breach of any of the representations and/or warranties made by the Tenant in submitting the tender, the Landlord shall have the right to terminate this Agreement and the Tenant shall be liable for any damages and losses suffered by the Landlord resulting therefrom or in respect thereof.

Conviction of Offence

28. The Landlord shall have the right to terminate this Agreement if the Tenant, his employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Chapter 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the tenancy under this Agreement.

Promotion of Social and Environmental Care

29. The Tenant shall endeavour to participate in sustainability practices that promote environmental responsibility and resources conservation, as the Tenant sees fit. This may include, but not limited to, initiatives aimed at enhancing energy efficiency, conserving water, and reducing waste. The Tenant is encouraged to identify and implement innovative solutions that contribute positively to the overall environmental impact of the Premises.

(a) The Tenant shall upon request by the Landlord endeavour to participate the environmental protection activities after they are launched such as food waste recycling scheme and comply with all

the rules and regulations as may be prescribed by the Landlord from time to time for the activities. For the avoidance of doubt, the Tenant shall not be entitled to any abatement of rent or any compensation whatsoever for participation in the activities pursuant to this provision.

(b) The tenant shall use all reasonable endeavours to:

- (i) Reduce electricity consumption;
- (ii) Reduce town gas consumption (if applicable);
- (iii) Reduce water consumption (if applicable);
- (iv) Reduce and recycle waste;
- (v) Adopt sustainable fit-out features / materials; and
- (vi) Adopt employee-oriented good human resource management measures.

Compliance with law  
on Safeguarding of  
National Security

30. Notwithstanding anything to the contrary in this Agreement, it shall be lawful for the Landlord at any time after the happening of any of the circumstances or events mentioned in the following sub-clauses (a), (b) or (c) to terminate this Agreement and re-enter upon the Premises or any part thereof in the name of the whole, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the terms and conditions to be observed by and on the part of the Tenant herein contained and in the event of such re-entry the rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord:

- (a) the Tenant has engaged or is engaging in any act or activity that is likely to constitute or cause the occurrence of an offence endangering national security or which would otherwise be contrary to the interest of national security;
- (b) the continued occupation and use of the Premises by the Tenant or the continued performance of the Agreement by the Tenant is contrary to the interest of national security; or
- (c) the Landlord reasonably believes that any of the circumstances or events mentioned above is about to occur.

Upon the re-entry and determination of the Agreement aforesaid, the Tenant shall indemnify and keep the Landlord indemnified from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of the same or in relation thereto.

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

No Partnership

31. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Landlord and the Tenant or to impose any partnership obligation or partnership liability upon the Landlord or the Tenant.

**The First Schedule Above Referred To**

**Part I**

<b><u>Premises : Location</u></b>	<b><u>Internal Floor Area</u></b>	<b><u>Designated Trade</u></b>
	<b><u>(Approximate)</u></b>	
Shop No. 115 on First Floor, Domain, Yau Tong	Shop Proper: 213 m <sup>2</sup> and Outside	Specialty Restaurant (Asian Style) (With Full Waiter Services)
(as shown coloured pink and pink stippled black on the plan at Annex hereto)	Seating Area: 56 m <sup>2</sup> Total 269 m <sup>2</sup>	(Note 1)

Note 1 Outside Seating Area shall only be used as seating area of the specialty restaurant (Asian style) (with full waiter services) and shall not be used for any other purpose.

**Part II**

**Term :** For the term of Three (3) years from the **23<sup>rd</sup> day of December Two Thousand Twenty Five** ("the Commencement Date") to the **22<sup>nd</sup> day of December Two Thousand and Thirty One** both days inclusive Provided that the tenancy CANNOT be terminated by the Tenant before the expiry of the Term.

**The Second Schedule Above Referred To**

**Part I – Particulars of the Rent and the Charges**

The Rent (exclusive of rates, air-conditioning charges and all Tenant's expenses and outgoings) and the Charges to be paid by the Tenant on a monthly basis shall be as follows:

**The Rent**

The monthly Rent shall consist of the monthly Base Rent and the Turnover Rent, calculated in the following manner:

(a) Base Rent

Year [ 1 ] to [ 6 ] : (from 23 <sup>rd</sup> December 2025 to 22 <sup>nd</sup> December 2031 both dates inclusive)	Hong Kong Dollars <b>One Hundred Sixty Eight Thousand Nine Hundred Ninety Nine</b>  <b>(HK\$168,999.00)</b> per month
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AND

(b) Turnover Rent

The monthly Turnover Rent shall be the amount by which [8]% of the monthly Gross Receipts (as referred to in Section II Clause 37 hereof) exceeds the monthly Base Rent for that month.

Provided that subject to the terms and conditions herein contained, the Landlord shall give the Tenant a rent-free period of THREE CALENDAR MONTHS from the Commencement Date of the Term. For the avoidance of doubt, it is hereby expressly stated that all rates, air-conditioning charges and charges for telephone, gas, water and electricity and all outgoings, utilities and expenses whatsoever shall be payable in full by the Tenant from the Commencement Date of the Term.

The Charges:

Hong Kong Dollars **Sixteen Thousand \Seven Hundred Eighty Five and Cents Sixty (HK\$16,785.60)** per month (subject to adjustment as set out in Section II Clause 4 hereof) payable in advance on the 1<sup>st</sup> day of every calendar month.

Time for Payment of the Rent and the Charges:

The first payment of the monthly Base Rent (exclusive of rates, air-conditioning charges and all Tenant's expenses and outgoings) of Dollars **Two Hundred Eighteen Thousand Sixty Three and Cents Twenty Hong Kong Currency (HK218,063.20)** for the period of 39 days from the **23<sup>rd</sup> day of March 2026** to the **30<sup>th</sup> day of April 2026** shall be made in advance on the signing of this Agreement and thereafter in advance on the 1<sup>st</sup> day of every calendar month.

The first payment of the Charges of Dollars **Seventy Two Thousand Fifteen and Cents Sixty Hong Kong Currency (HK72,015.60)** for the period of 129 days from the **23<sup>rd</sup> day of December 2025** to the **30<sup>th</sup> day of April 2026** shall be made in advance on the signing of this Agreement and thereafter in advance on the 1<sup>st</sup> day of every calendar month.

The monthly Turnover Rent for a particular calendar month shall be payable in arrear on the 15th day of the subsequent calendar month.

## **Part II – Particulars of the Deposit**

The Deposit (exclusive of rates and all other outgoings) comprises:

Either (a) The sum of Hong Kong Dollars **Three Hundred Eighty Thousand (HK\$380,000.00)** by way of rental deposit in cash

Or (b) The sum of Hong Kong Dollars **One Hundred Ninety Thousand (HK\$190,000.00)** by way of rental deposit in cash  
and  
the sum of Hong Kong Dollars **One Hundred Ninety Thousand (HK\$190,000.00)** in the form of a bank guarantee

Or (c) The sum of Hong Kong Dollars **Three Hundred Eighty Thousand (HK\$380,000.00)** in the form of a bank guarantee

In the event that the Tenant chooses to pay the Deposit by method (b) or (c) above, the Tenant shall at his own expense obtain the guarantee of a bank, deposit-taking company or insurance company in each case to be approved by the Landlord to be jointly and severally bound with the Tenant to the Landlord in such sum applicable to method (b) or (c) above for the due payment of the Rent herein reserved and for the due observance and performance of the terms and conditions of this Agreement in terms to be approved by the Landlord and thereafter to be deposited with the Landlord for safe custody PROVIDED always that if on the expiration of the Term no part of the Rent shall then be in arrears and provided there shall be no breach or non-performance of any of the terms and conditions herein contained; or upon the Tenant depositing with the Assignee a fresh guarantee pursuant to Section V Clause 24 hereof to replace the said guarantee, the said guarantee shall be released to the Tenant.

**The Third Schedule Above Referred To**

**AUDITORS' CERTIFICATE**

TO THE HOUSING AUTHORITY IN RESPECT OF THE BUSINESS OF (Tenant) AT (Premises)

Pursuant to the requirement of Section II Clause 37(c) of the Tenancy Agreement dated \_\_\_\_\_, we have audited the monthly Gross Receipts and the systems, procedures and records relevant to the capturing and reporting of the Gross Receipts (as defined under the Tenancy Agreement) generated from the business of (Tenant) at (Premises) \_\_\_\_\_.

**Basis of opinion**

We conducted our audit in accordance with Hong Kong Standards on Auditing, or Hong Kong Standards on Assurance Engagements issued by the Hong Kong Institute of Certified Public Accountants. We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance as to whether the monthly Gross Receipts is free from material misstatement. We believe that our audit provides a reasonable basis for our opinion.

**Opinion**

In our opinion the monthly Gross Receipts detailed below gives a true and correct view of the income generated from the operation of the business at the above premises for the period from

to \_\_\_\_\_

**Month**

**Gross Receipt**

**(Name of audit firm/Auditor)**

**Address**

Certified Public Accountants

Date

**The Fourth Schedule Above Referred To**

**The Technical Proposal**

## The Fifth Schedule Above Referred To

### Fitting Out Provisions

#### 1 Submission of Tenant's plans

- (a) Prior to the commencement of any decoration and/or fitting out works to the Premises, the Tenant shall at its own cost prepare and submit to the Landlord suitable drawings, plans and specifications of the works to be carried out by the Tenant together with schematic sketches showing intent as to the Tenant's design and layout proposals and together with the programme of work showing their duration and work progress (the "**Tenant's Plans**") for the Landlord's prior approval to enable the Premises to be fitted out and completed for the purposes specified in this Agreement. No fitting out work is allowed to be commenced by the Tenant without the Landlord's prior approval in writing.
- (b) The Tenant's Plans shall, without limitation :
  - (i) include detailed drawings, plans and specifications for all external hoarding, interior decorations, fittings, installations, partitioning and floor coverings;
  - (ii) include detailed drawings, plans and specifications of all electrical installations which shall be connected to the electrical systems installed by the Landlord;
  - (iii) include details of any proposed amendments, additions or alterations to any electrical mechanical or other building services;
  - (iv) comply with all relevant ordinances.
- (c) It is a condition of this Tenancy Agreement that :
  - (i) The location, layout, lettering and colour scheme of the proposed signs are to be approved by the Landlord. Any future change of the signs shall be subject to the prior approval of the Landlord.
  - (ii) Unless prior approval from the Landlord is obtained, the shop front area shall not be used for display, promotion counter or any other activities whatsoever.
  - (iii) The Tenant shall avoid damaging / altering the adjoining ceiling and floor finish in carrying out the alteration works of the shop front. Any affected ceiling and floor finish shall be promptly reinstated to the satisfaction of the Landlord.

(iv) The Tenant shall reserve electrical conduit when designing its fitting out plan for lighting up the shop front and install a timer to keep the Premises illuminated daily during the opening hours of the Centre (as referred to in Section II Clause 13 hereof).

## **2 Approval of Tenant's Plans**

The Landlord will consider the Tenant's Plans and may in its absolute discretion approve or reject the Tenant's Plans or any part of them as it thinks fit.

## **3 Compliance with approved plans, guides & rules**

The Tenant shall carry out such decoration and / or fitting-out works at his own costs and expenses in accordance with the Tenant's Plan as shall have been first submitted and approved by the Landlord and in all respects in compliance with the "Guidance Notes for Shop Concept and Shop Front Design" and as prescribed by the Landlord from time to time and supplied to the Tenant at the Tenant's request and shall comply with all relevant directions, rules and requirements imposed by the Landlord for carrying out of the decoration and/or fitting out works for and to the Premises. The Tenant shall be responsible for compliance with licensing requirements, the ordinances, rules and regulations of the authorities concerned. The Landlord is entitled from time to time to amend and/or alter the content of the aforesaid general guidelines and requirements as it deems appropriate or necessary without further notice to the Tenant.

## **4 No liability**

The Tenant acknowledges that any delay in submitting or resubmitting the Tenant's Plan which are unsatisfactory to the Landlord shall not entitle the Tenant to claim for any extension of rent free fitting out period, if any, and the Tenant further agrees that the Term of the tenancy shall commence in accordance with the provisions of this Tenancy Agreement notwithstanding that such plans, drawings and specifications may not have been fully approved by the Landlord.

## **5 Shop Front**

The Premises are provided with an open shop front. The Tenant may at its own costs install a crystal clear roller shutter subject to the prior approval of the Landlord. The roller shutter to be installed shall become fixture of the Premises.

## **6 Existing Fitting Out**

Any fitting out in the Premises when possession is given to the Tenant ("Existing Fitting Out") shall be maintained by the Tenant throughout the Term to the satisfaction of the Landlord. The Tenant may at its own costs carry out additions, alterations, improvements or removal to the Existing Fitting Out subject to the prior approval of the Landlord and the Tenant shall maintain the same throughout the Term to the satisfaction of the Landlord. On the expiration or early determination of the tenancy, the Tenant shall remove the Existing Fitting Out together with the additions, alterations or improvements to it (if any) and reinstate the Premises in accordance with Section II Clause 35 hereof.

IN WITNESS WHEREOF this Agreement has been executed as a deed on date first above written.

SIGNED SEALED AND DELIVERED )

for and on behalf of the Landlord by :- )

)

)

)

duly authorised under and by virtue of )

Section 10 of the Housing Ordinance )

(Cap.283) in the presence of /whose )

signature(s) is/are verified by :- )

SEALED with the COMMON SEAL of )

the Tenant and SIGNED by and )

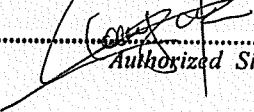
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its Directors in the presence of :- )

)

)

*For and on behalf of*  
THAC Investment (3) Limited  
一木投資(3)有限公司

.....  
  
Authorized Signature(s)

HO HELEN KAYEE



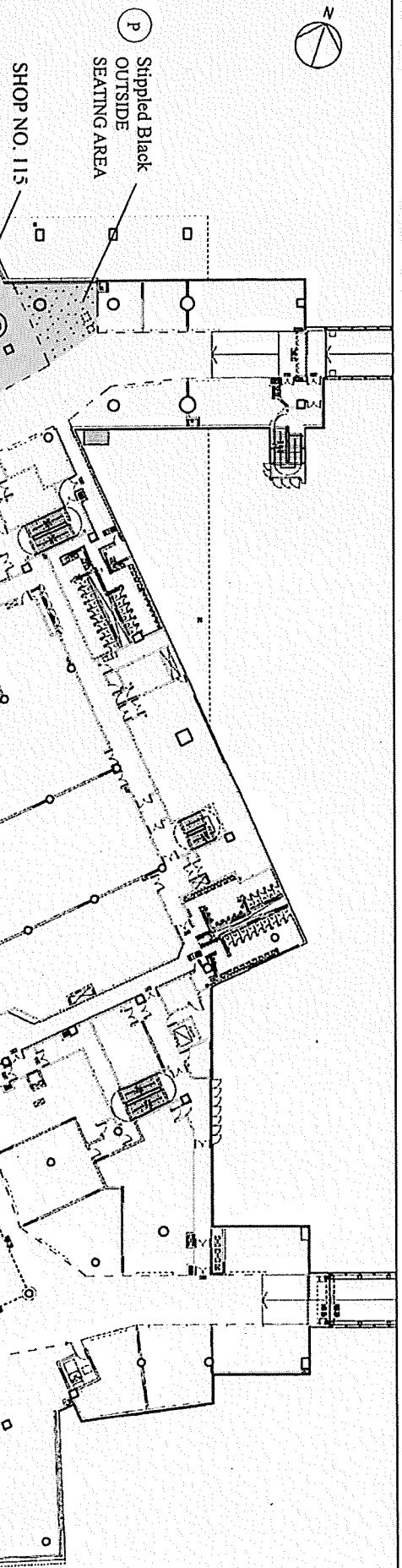
DEPOSIT RECEIPT No. DOMXCDOMXCD25122200010

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FIRST FLOOR PLAN  
DOMAIN  
YAU TONG ESTATE  
(FOR IDENTIFICATION  
PURPOSE ONLY)

(P) = PINK



NOT TO SCALE

ANNEX