

25 MAR 2024

DATED the _____

DRAGON CENTRE MANAGEMENT LIMITED
(西九龍中心管理有限公司)

and

RIGHT VIEW LIMITED
(緯景有限公司)

and

THE SINCERE COMPANY, LIMITED
(先施有限公司)

TENANCY AGREEMENT

- of -

Unit No.100 on the 1st Floor, 2nd Floor and 3rd Floor
of Dragon Centre, No.37K Yen Chow Street,
Shamshuipo, Kowloon, Hong Kong

Commencing	:	1st March 2024
Term of Year	:	One (1) year
Expires	:	28th February 2025
Rent	:	HK\$1,996,497.00 per calendar month exclusive of rates, management charge, air- conditioning fee, promotional levy and all other outgoings



INDEX

	<u>Page No.</u>
1. <u>DEFINITIONS</u>	1
2. <u>AGREEMENT TO LET</u>	2
3. <u>TERM</u>	3
4. <u>RENT</u>	3
5. <u>TENANT'S OBLIGATIONS</u>	3
5.1 Rent	4
5.2 Outgoings	4
5.3 Promotional Levy and Tenants Advertising	4
5.4 Management Charge and Air-Conditioning Fee	4
5.5 Fitting Out	5
5.6 Insurance	5
5.7 Waste and Alterations	6
5.8 Repairs	7
5.9 Yielding Up	8
5.10 Use	8
5.11 Advertisements and Aerials	10
5.12 Assignments and Underletting	10
5.13 Entry in connection with Development	11
5.14 Inspection	11
5.15 Entry for Repairs	12
5.16 On Expiry or Sale of Reversion	12
5.17 Compliance with Ordinances	12
5.18 Expenses	12
5.19 Easements and Encroachments	12
5.20 Interest on Arrears	13
5.21 Notices	13
5.22 Indemnity	13
5.23 Regulations	13
5.24 Covenants relating to Reversion	13
5.25 Touting	14



6.	<u>PROVISOS</u>	14
6.1	Proviso for Re-entry	14
6.2	Exclusion of Use Warranty	14
6.3	Service of Notices	14
6.4	Development of Neighbouring Premises	14
6.5	Cesser of Rent	15
6.6	Damage from Services	15
6.7	Landlord's Liability	15
6.8	Normal Business Hours	15
6.9	Name of the Building	15
6.10	Functions and Displays	15
6.11	Waiver	16
6.12	Exclusion	16
6.13	Paragraph and Headings	17
7.	<u>DEPOSIT</u>	17
8.	<u>COSTS</u>	17
9.	<u>TENANT'S EFFECTS</u>	18
10.	<u>LANDLORD'S OBLIGATIONS</u>	18
10.1	Quiet Enjoyment	18
10.2	Insurance	18
10.3	Perform Government Lease	18
10.4	Government Rent and Property Tax	18
10.5	Services	18
10.6	Promotional Fund	19
11.	<u>MISCELLANEOUS</u>	19
12.	<u>GUARANTOR'S COVENANTS</u>	19
13.	<u>COMMON AREAS</u>	20
14.	<u>SALE OR REDEVELOPMENT</u>	21
15.	<u>CONFIDENTIALITY</u>	22
16.	<u>FULL AGREEMENT</u>	22
17.	<u>CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE</u>	22
18.	<u>GOVERNING LAW AND JURISDICTION</u>	22
19.	<u>SPECIAL CONDITIONS</u>	22



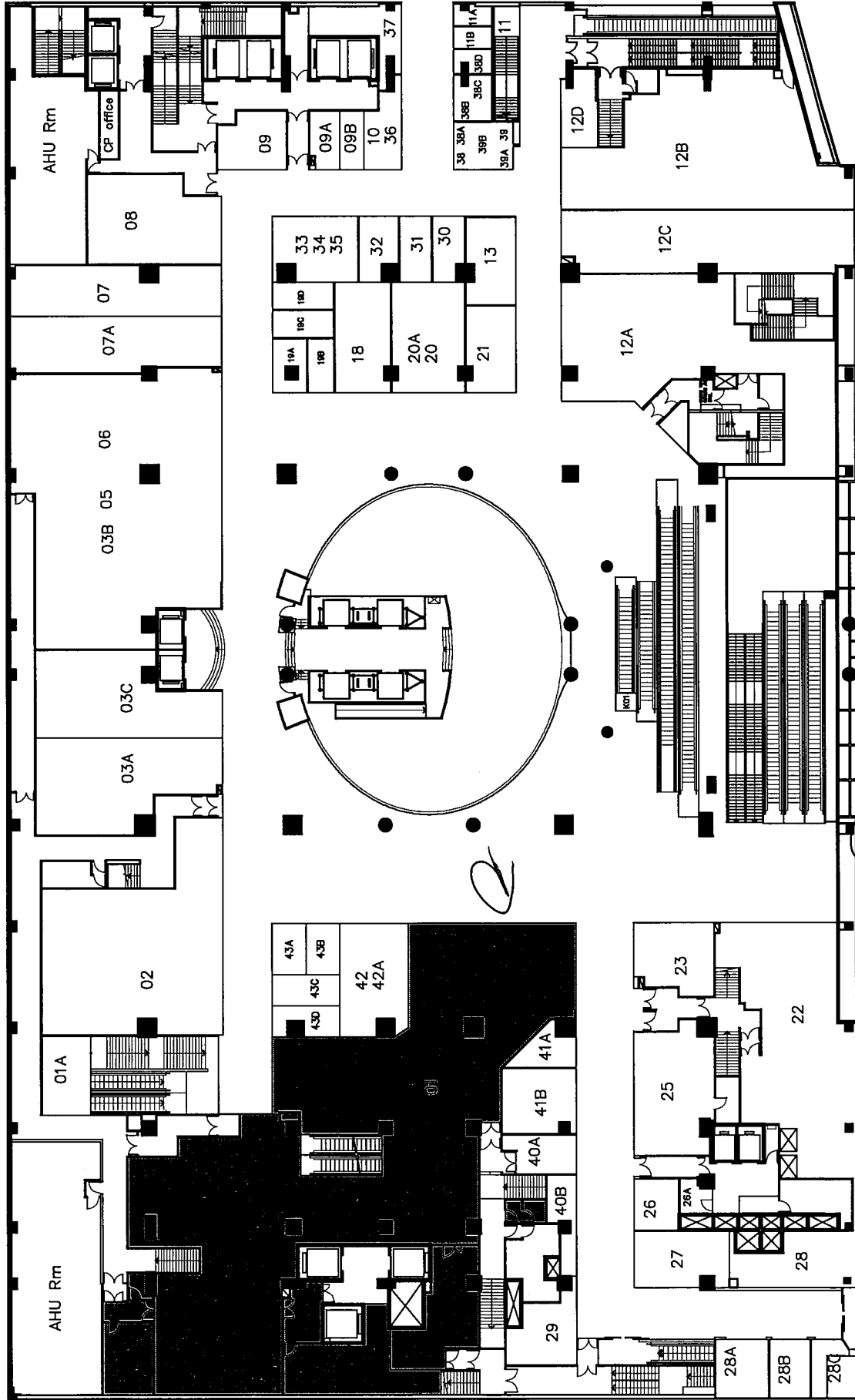


On behalf of
VIEW LIMITED
有限公司

R/F FLOOR PLAN

Not to scale
For identification purpose only

Authorized Signature(s)



For and on behalf of
VIEW LIMITED
有限公司

Authorized Signature(s)

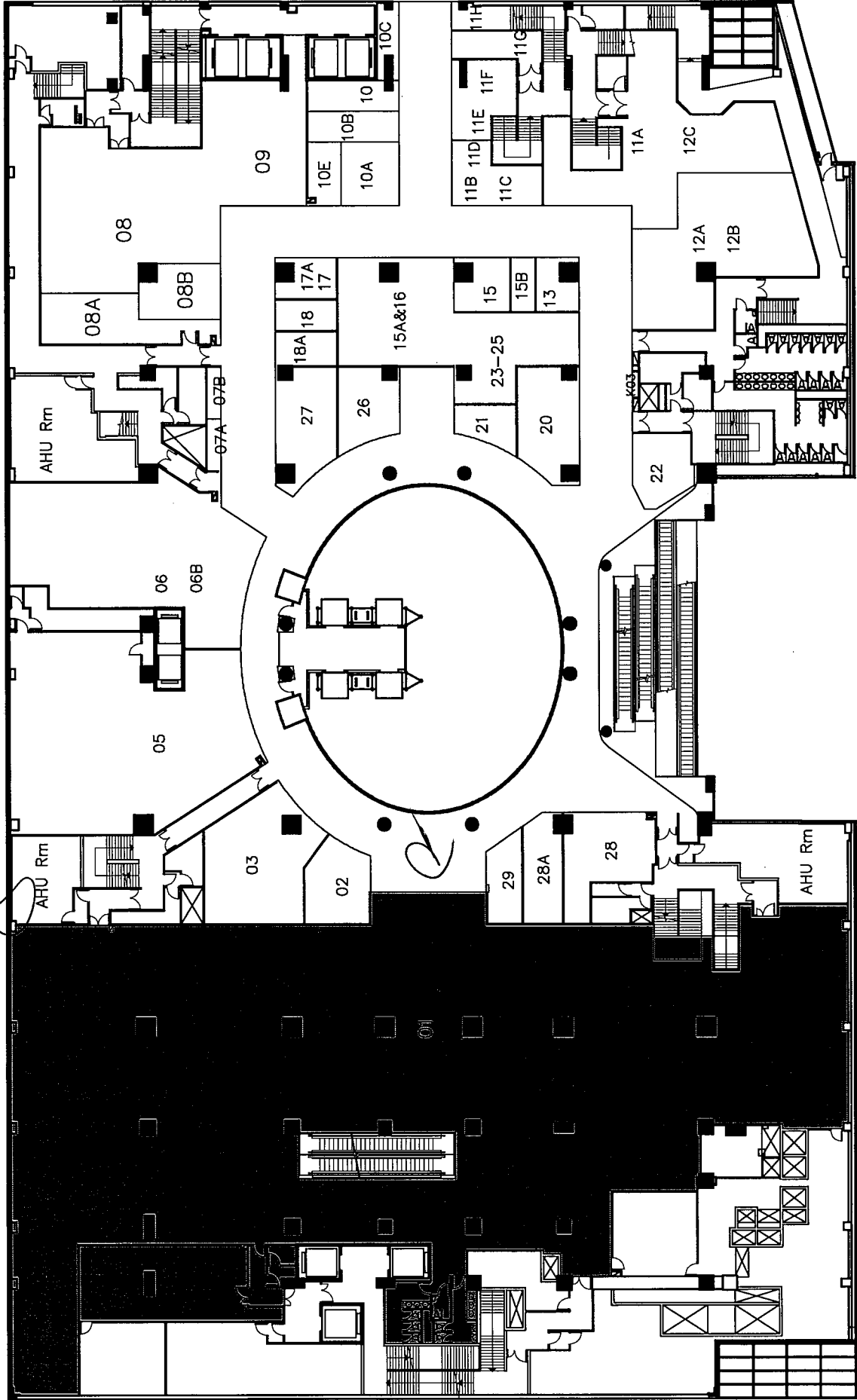


For and on behalf of
RIGHT VIEW LIMITED
緯景有限公司

Authorized Signature(s)

2/F FLOOR PLAN

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For identification purpose only



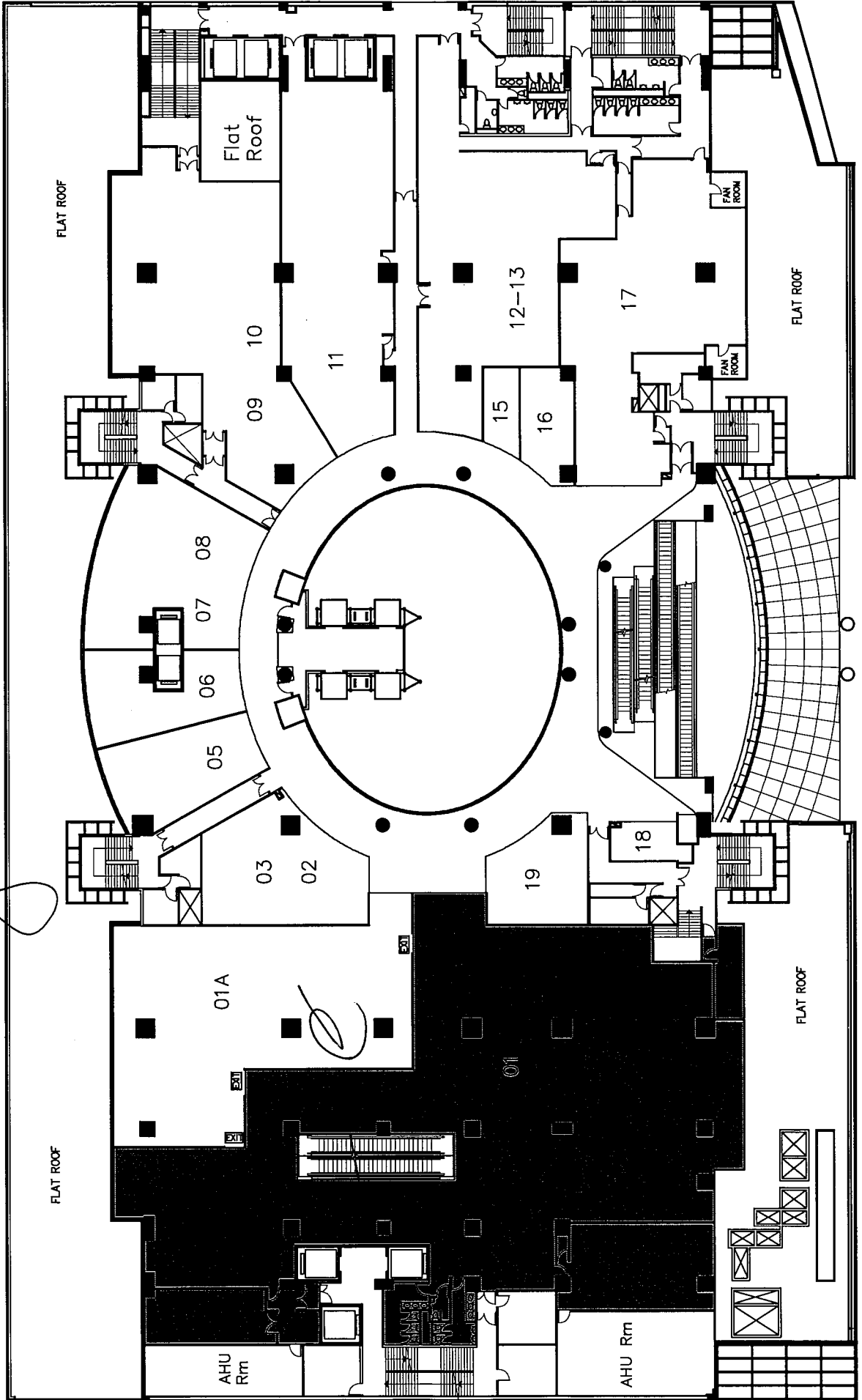
For and on behalf of
RIGHT VIEW LIMITED
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3/F FLOOR PLAN

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Authorized Signature(s)



TENANCY AGREEMENT

DATED the day of *25 Mar 2024*

BETWEEN

- (1) **DRAGON CENTRE MANAGEMENT LIMITED** (西九龍中心管理有限公司) whose registered office is situate at Unit Nos.501C and 501D on 5th Floor, Unit No.801 on 8th Floor and Unit Nos.901-903 on 9th Floor, Dragon Centre, No.37K Yen Chow Street, Shamshuipo, Kowloon, Hong Kong (the "Landlord"); and
- (2) **RIGHT VIEW LIMITED** (緯景有限公司) whose registered office is situate at 24th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong (the "Tenant"); and
- (3) **THE SINCERE COMPANY, LIMITED** (先施有限公司) whose registered office is situate at 24th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong (the "Guarantor").

IT IS HEREBY AGREED as follows :

1. DEFINITIONS

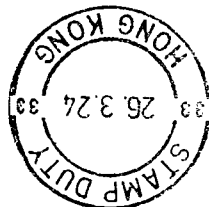
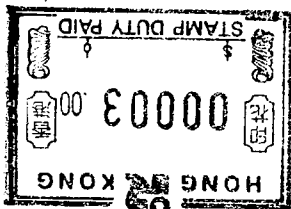
1.1 In this Agreement, the following expressions shall have the following meanings, except where the context otherwise requires :

"building"

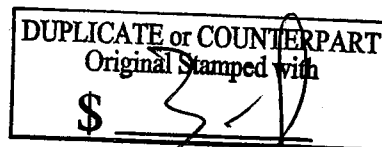
the nine-storeyed building with five basement floors and a bus terminus on the ground floor to be known as Dragon Centre, No.37K Yen Chow Street, Shamshuipo, Kowloon, Hong Kong and shall include but not be limited to all Landlord's fixtures and fittings and any heating, ventilating, air conditioning, gas and electrical installations and meters, escalators, lifts, boilers, plant, machinery, fire fighting or prevention equipment, roofs, gutters, walls and structure, fences, drains, cables, conduits, stairs, passages, halls, ramps, access ways, parking areas, service areas, forecourts and yards, landscaped or open areas and pedestrian bridges connecting the building to adjacent premises or areas;

"demised premises"

Unit No.100 on the 1st Floor, 2nd Floor and 3rd Floor of the building as shown coloured pink on the plans annexed hereto and shall include any additions or improvements, the plaster and other internal covering of the walls enclosing the demised premises (but not any other part of those walls), all internal walls, the finishes (but not any other part) of the ceilings, floors and structural columns, Landlord's fixtures and fittings, window frames and glass (but where double glazed only the internal frames and glass), all pipes, wires, cables, sewers, drains, gutters, ducts



- 1 -



or other service media exclusively serving the demised premises whether or not within the demised premises;

"development"

the carrying out of building, engineering, mining or other operations in, on, over or under land, or the making of any material change in the use of any buildings or other land;

"interest"

interest at the rate of two per centum (2%) per annum above the prime rate of the Hongkong and Shanghai Banking Corporation Limited in Hong Kong from time to time during the period from the date on which the expenditure is incurred or from which the interest is to run to the date of payment as well before as after any judgment;

"Landlord's Surveyor"

any qualified person or firm appointed by or acting for the Landlord to perform the function of a surveyor;

"term"

the term of years hereby granted.

- 1.2 The expressions the Landlord, the Tenant and the Guarantor shall wherever the context so admits include the reversioner for the time being and the Tenant's successors in title respectively.
- 1.3 At any time when the Landlord or the Tenant or the Guarantor are two or more persons such expressions include all or either or any such persons and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such persons jointly and severally.
- 1.4 References to any right exercisable by the Landlord shall where the context so admits include the exercise of such right by the Landlord and all persons authorised by the Landlord.
- 1.5 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to suffer such act or thing to be done.
- 1.6 Any references to an ordinance or order shall include any statutory extension or modification or re-enactment of such ordinance or order and any regulations or order made thereunder.

2. AGREEMENT TO LET

The Landlord shall let and the Tenant shall take the demised premises

TOGETHER WITH

- (a) the right to the free passage of water, sewage and electricity to and from the demised premises through the pipes, sewers, conduits and wires



which are now or may within the term be in upon or under any other part of the building;

- (b) the right (in common with the Landlord and other tenants and occupants) to use during normal business hours the staircases, entrance hall, passages, escalators and lifts in the building without causing any obstruction thereto for the purpose of obtaining access on foot to and from the demised premises;

EXCEPT AND RESERVING

- (a) the right to the free passage of water sewage and electricity from and to any other part of the building and any neighbouring premises through the pipes sewers conduits and wires which are now in upon or under the demised premises or which may be subsequently installed or constructed during the term;
- (b) all rights of light, air and support in respect of any neighbouring premises of the Landlord;
- (c) the right to erect scaffolding for the purpose of repairing or cleaning the exterior of the building or altering adjoining premises notwithstanding that such scaffolding may temporarily interfere with the access to or the enjoyment and use of the demised premises;

SUBJECT TO all easements and similar rights and privileges which the demised premises are or may be subject to.

3. TERM

The term for which the demised premises are let is One (1) year commencing on 1st March 2024 and expiring on 28th February 2025 (both days inclusive).

4. RENT

- 4.1 The calendar monthly rents reserved by this Agreement are those stated in this Clause and the management charge and air-conditioning fee ascertained in accordance with Clause 5.4 and are payable in advance without deduction or set off by way of autopay services provided by members of the Hong Kong Association of Banks on the first day of each calendar month (the first and last payments being apportioned according to the number of days of those months included in the term).
- 4.2 The monthly rent shall be HK\$1,996,497.00 per calendar month, exclusive of rates, management charge, air-conditioning fee, promotional levy and all other outgoings.

5. TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord :



5.1 **Rent**

To pay the rent provided that if and so long as the amount of rent which the Tenant is liable to pay shall be restricted by law the Tenant shall in lieu of the rent hereby reserved pay the maximum amount of rent which such restriction may from time to time allow.

5.2 **Outgoings**

- (a) To pay all deposits and charges for the supply of water, electricity, gas, telephone and other services to the demised premises by the appropriate utility companies and if the Tenant shall require air-conditioning services outside the normal business hours as specified in Clause 6.8 to pay such additional air-conditioning charges as shall be determined by the Landlord and notified to the Tenant from time to time to cover the operational and electrical consumption and any other incidental costs involved in running the main plant during such extended hours of supply.
- (b) To indemnify the Landlord on demand against all existing and future rates taxes and outgoings of an annual or recurring nature assessed by the Government of the Hong Kong Special Administrative Region or other competent authority and payable in respect of the demised premises (Government Rent and Property Tax excepted).
- (c) In the event that no valuation of the demised premises shall have been made in accordance with the Rating Ordinance (Cap.116) or any statutory amendment or modification thereof for the time being in force the Landlord shall be at liberty to debit the Tenant with an amount equal to 5% of the monthly rent payable hereunder as a deposit by way of security for the due payment of rates and the same shall be paid by the Tenant to the Landlord at the same time and in the same manner as payment of the rent reserved and any over-payment or under-payment by the Tenant shall be refunded to or paid by the Tenant when a valuation under the Rating Ordinance shall have been made.

5.3 **Promotional Levy and Tenants Advertising**

To pay at the same time and in the same manner as rent the promotional levy being the initial sum of HK\$43,818.00 per calendar month.

5.4 **Management Charge and Air-Conditioning Fee**

- (a) To pay to the Landlord in the manner mentioned in paragraph (b) hereof management charge and air-conditioning fee in the sum of HK\$317,680.50 per calendar month.
- (b) The management charge and the air-conditioning fee shall be payable by equal monthly payments in like manner as the rent is payable.



5.5 Fitting Out

- (a) To submit to the Landlord or the manager of the building a full set of floor plans, section plans, elevation plans, interior design plans and fitting out plans showing the design, layout, facilities, installation and decoration, including but not limited to, the ceiling, the layout and routing of the ventilation, the layout and routing of electric wire, water pipe and/or water pipe routing (if any), gas pipe, drainage pipe and/or drainage pipe routing (if any) and fire services equipments and/or fire services layout (if any) and the design of the shop front, all signages, lightboxes, display windows and all display cabinet(s) of the demised premises at least 14 days before the commencement of such renovation or decoration works for the purpose of vetting and for the Landlord's approval. The granting of the approval is at the Landlord's sole discretion and whose decision shall be final, which decision shall not be unreasonably withheld.
- (b) To fit out the demised premises at the Tenant's expense in accordance with such plans and specifications as shall have been first submitted to and approved in writing by the Landlord in a good and proper workmanlike fashion and in all respects in a style and manner appropriate to a first class building and in accordance with all the specifications set out in the Fit Out Guide and to maintain the same throughout the term in good repair and condition to the satisfaction of the Landlord. The Tenant will not cause or permit to be made any variation to the approved fitting out plans and specifications or to the interior design or layout of the demised premises without the previous approval in writing of the Landlord. The Tenant shall pay to the Landlord upon approval of the Tenant's fitting out plans the reimburseable deposit as set out in the Fit Out Guide as security for any damage to the building caused as a result of the Tenant's fit out works and the removal of any debris. The Tenant shall further comply with all the terms and requirements of the Fit Out Guide.

5.6 Insurance

- (a) To procure that the Tenant's contractors take out a Contractors All Risks policy of insurance in respect of the Tenant's fit out works to the demised premises prior to commencement of those works with an insurer and in an amount approved by the Landlord to cover all normal risks including indemnity cover for loss or damage caused to the building and public and third party liability and to supply a copy of that policy to the Landlord.
- (b) To effect and maintain during the term insurance cover in respect of the Tenant's obligations under Clause 5.22 and the Tenant shall have the Landlord's interest endorsed on the policy of insurance and shall produce to the Landlord the policy of insurance and a certificate to confirm that the said policy is duly paid up and is valid and subsisting. In the event



that the Tenant fails to produce such a policy and certificate and for the better observance of the Tenant's obligations under Clause 5.22 above to permit the Landlord at the Tenant's expense and in the name of the Tenant to effect and maintain insurance cover to the satisfaction of the Landlord. The Policy of Insurance so effected to be endorsed to show the interest of the Landlord therein and to be in such amount as may be determined by the Landlord (being in any event not less than HK\$20,000,000.00 per claim) and to contain a provision that the insurance cover thereby effected and the terms and conditions thereof may not be altered modified restricted or cancelled without the express prior written consent of the Landlord.

- (c) To effect and maintain throughout the term with an insurance company of repute insurance cover for the full replacement value in respect of the following risks :
- (i) Glass : All glass now or hereafter within or forming part of the demised premises;
 - (ii) Water damage : including without limitation damage to trade fixtures and fittings occurring in respect of the use or misuse of the fire sprinkler system installed in the demised premises or the misuse of water therein;
 - (iii) Fire and extraneous perils : providing cover against loss or damage to stock, fixtures and fittings, articles of a decorative nature and personal effects;

And the Tenant shall have the Landlord's interest endorsed on the policy of insurance and shall whenever so required by the Landlord produce the policy of insurance and last premium receipt and a certificate from the insurance company to confirm that the policy is duly paid up and is valid and subsisting.

- (d) Not to do or omit anything whereby any policy of insurance on the demised premises or the building may become void or voidable nor anything whereby additional insurance premiums may become payable and to comply with all the requirements of the insurers which are notified to the Tenant.
- (e) To notify the Landlord without delay of any damage by any insured risk.
- (f) Not without the Landlord's written consent to effect any insurance which may reduce the insurance money receivable by the Landlord.

5.7 Waste and Alterations

- (a) Not to commit any waste and not to make any addition to the demised premises.



- (b) Not to make any alteration to the demised premises nor unite the demised premises with any adjoining premises without the written consent of the Landlord which shall not be unreasonably withheld to internal non-structural alterations subject to the Tenant making an application supported by drawings and where appropriate a specification in duplicate and paying the fees of the Landlord and its professional advisers and to the Tenant entering into such covenants as the Landlord may require as to the execution and reinstatement of the alterations.
- (c) Where any approved fitting out works or alterations to the demised premises require any alteration to the base buildings services, including, but not limited to, the sprinkler system, air conditioning system and plumbing and drainage, then the Tenant shall employ at its cost only the contractor nominated by the Landlord for the purpose of carrying out those works.

5.8 Repairs

- (a) To keep the whole of the interior of the demised premises and the lifts and escalators exclusively serving the demised premises whether or not within the demised premises clean and tidy and clear of rubbish and in good and substantial repair (fair wear and tear and inherent and structure defects excepted).
- (b) To be responsible for any damage, loss or injury caused to the building or to the Landlord or its tenants and all other property or persons by or arising from any defect in the demised premises or the act neglect or default of the Tenant or its servants agents or licensees.
- (c) To keep all windows and shop front glass of the demised premises clean both inside and outside and unobstructed.
- (d) To keep in good and safe repair and where necessary replace all electricity cables and meters installed by the Tenant and exclusively serving the demised premises and to carry out any works required by the relevant utility company and for that purpose to use a contractor approved by the Landlord. To indemnify the Landlord and its tenants against all liability howsoever arising from any failure to repair or the misuse or overloading of the said cables.
- (e) To keep all rubbish and waste in enclosed receptacles in designated areas. In the event of the Landlord providing a collection service for refuse and garbage the same shall be used by the Tenant to the exclusion of any other similar services and the use of such services provided by the Landlord shall be at the sole cost of the Tenant.
- (f) To take all reasonable precautions to protect the demised premises from damage by storm or typhoon.



- (g) Where any plant machinery or equipment for cooling or circulating air is installed in or about the demised premises (whether by the Landlord or the Tenant) the Tenant will to the extent of the Tenant's control over the same at all times 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 demised premises as the Landlord may reasonably determine to ensure a reasonably uniform standard of air cooling or conditioning throughout the building.

5.9 Yielding Up

At the end or sooner termination of the term to deliver up the demised premises with vacant possession clean and in repair as aforesaid having reinstated the demised premises, or, at the Landlord's discretion, such part or parts only as the Landlord shall specify to their bare shell condition and having made good any damage resulting from the removal of any fixtures, fittings, facia or signs.

5.10 Use

- (a) Not without the consent of the Landlord to use the demised premises other than as a department store under the trading name "The Sincere Company Limited".
- (b) Not to do on the demised premises anything which may be a nuisance or annoyance or cause danger injury or damage to the Landlord and its tenants or any neighbouring owner or occupier.
- (c) Not to use the demised premises for any noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose nor as a club betting shop sex shop nor for any public exhibition or show or political meeting nor as a restaurant snack bar or for catering of any description and not to hold any sales by auction nor keep any animals or birds on the demised premises and not to allow on the demised premises anything which is or may become dangerous offensive combustible inflammable radioactive or explosive or other dangerous prohibited or explosive goods within the meaning of the Dangerous Goods Ordinance (Cap. 295).
- (d) Not to trade or display goods or cause any obstruction outside the demised premises.
- (e) Not to produce or suffer or permit to be produced in the demised premises such music or noise (including sound produced by broadcasting or by any equipment instrument or machine) which can be heard outside or which creates any electrical disturbance outside the demised premises without the written consent of the Landlord and the Tenant hereby agree to abide at all times with the provisions of the Noise Control Ordinance (Cap.400).



- (f) Not to do anything which imposes an excessive load or strain on the demised premises or on the building.
- (g) Where a service or parking area is provided not to load or unload goods or park vehicles elsewhere and not to park in any parking area vehicles other than motor cars or light vans and not to obstruct others lawfully using the parking or service area and to use the same in a reasonable manner and in accordance with any regulations made by the Landlord from time to time in regard thereto.
- (h) Not to reside or sleep on the demised premises.
- (i) Not to discharge anything into the drains or sewers serving the demised premises which will be corrosive or harmful or which may cause any obstruction or deposit therein.
- (j) To maintain at all times an adequate stock of merchandise for sale and inspection.
- (k) To maintain displays of merchandise goods or services in the shop front windows or show cases contained within the entrance ways and frontage of the demised 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 building and to alter any window or other display of goods or merchandise in or at the demised premises immediately upon being required by the Landlord so to do on the ground that such displays will in the opinion of the Landlord prejudice the reputation or standing of the building.
- (l) To furnish and to procure any sub-tenant(s) and licensee(s) permitted hereunder to furnish first class service to patrons and customers and to conduct the business of the Tenant and to procure any sub-tenant(s) and licensee(s) permitted hereunder to conduct their respective business so as not to prejudice the goodwill and reputation of the building as a high class shopping and commercial centre. In particular without limitation to the generality of the foregoing, the Landlord reserves the right to require the cessation of any activity conducted upon the demised premises by the Tenant or any sub-tenant or licensee(s) whether or not previously specially permitted by the Landlord which causes or in the opinion of the Landlord is likely to cause danger nuisance or annoyance to the other tenants and/or the bona fide patrons of the Tenant or of other tenants or to other occupiers of the building.
- (m) To commence or procure (in the case of sub-tenant of the Tenant following the commencement of the relevant sub-tenancy) the commencement of trading from the demised premises as from the commencement of the term and to keep them open and in use for trading purposes during the normal business hours as defined in Clause 6.8 and to keep the shop front windows attractively dressed in a manner suitable



to a high class shopping centre provided that any suspension of the Tenant's business or part thereof for a period of more than three (3) days without the prior consent of the Landlord shall constitute a material breach of this Clause entitling the Landlord to determine this Agreement and to regain possession of the demised premises.

- (n) Not to block up darken or obstruct any shop front window or any other window or lights belonging to the demised premises without the express written consent of the Landlord whose consent shall be given subject to such conditions as the Landlord may in its absolute discretion consider fit to impose.

5.11 **Advertisements and Aerials**

- (a) Not without the Landlord's written consent to exhibit any advertisement notice or sign outside the demised premises provided always that the Tenant shall be entitled to have a fascia displaying the Tenant's name and business (which if so required by the Landlord shall be removed at the termination of the term) and provided also that this covenant shall not preclude any proper display of trade notices inside the shop front windows.
- (b) Not to install any flag pole, outside television or radio aerial or window box on the demised premises or the building.
- (c) To keep lit any shop front windows showcases and signs of the demised premises throughout the normal business hours as defined in Clause 6.8 and for the better observance hereof the Tenant shall permit the Landlord to control the electrical circuits to the said shop front windows showcases and signs and the Tenant shall be required to have such electrical circuits connected and wired to allow the Landlord such control. For the purpose of this Clause, shop front windows shall be deemed to include those parts of the interior of the demised premises used for display of merchandise immediately fronting onto the common areas of the building or street frontage.

5.12 **Assignments and Underletting**

- (a) Not to assign or charge the whole or part only of the demised premises.
- (b) Save for an underletting in accordance with the succeeding provisions of this Clause not to underlet or part with the possession or share the occupation of the whole or any part of the demised premises.
- (c) Subject to the provisions of Clause 5.12(d) not to underlet or part with the possession or share the occupation of a part or parts of the demised premises.
- (d) The Tenant is permitted to sub-let the demised premises as a whole to The Sincere Company, Limited for use consistent with the Tenant's use



of the demised premises as a department store with the image and standard referred to in Clause 5.10(a) and subject to the following conditions :-

- (i) the sub-letting shall be at market rents;
- (ii) the sublet agreement shall be (save as next following) on terms and conditions no less onerous than this Agreement;
- (iii) the sublet agreement shall require The Sincere Company, Limited :
 - (aa) Not to assign or charge the whole or part only of the demised premises.
 - (bb) Save for an underletting in accordance with the succeeding provisions of this Clause not to underlet or part with the possession or share the occupation of the whole or any part of the demised premises.

The Sincere Company, Limited may grant licence(s) to concessionaires

provided that the area sub-let or licenced shall not together exceed 50% of the total gross floor area of the demised premises.

(e) For the purpose of this Clause gross floor area shall have the meaning ascribed to it in Regulation 23(3)(a) of the Building (Planning) Regulations. The Landlord's calculations of gross floor area shall in the absence of manifest error be conclusive and binding.

5.13 **Entry in connection with Development**

To permit the Landlord after prior written notice to enter the demised premises in connection with any development in accordance with Clause 6.4 hereof.

5.14 **Inspection**

- (a) To permit the Landlord to inspect the demised premises for any purpose.
- (b) Within one (1) month after written notice thereof or forthwith in an emergency to remedy any breach of covenant for which the Tenant is liable to the reasonable satisfaction of the Landlord's Surveyor and that in case of default the Landlord may enter the demised premises and remedy the breach and all expenses in connection therewith together with interest thereon shall be paid by the Tenant to the Landlord.



5.15 **Entry for Repairs**

To permit the Landlord after prior written notice or at any time in an emergency to enter upon the demised premises in connection with the maintenance repair alteration of or connecting up to the remainder of the building or any neighbouring premises or anything serving any of them and running through the demised premises or to comply with any requirements of any competent authority without payment of compensation to the Tenant subject to the person exercising such right acting in a reasonable manner and making good any damage caused to the demised premises without unreasonable delay.

5.16 **On Expiry or Sale of Reversion**

To allow the Landlord to enter on the demised premises at any time within six (6) months next before the end of the term or at any time when the Landlord wishes to sell the reversion and to fix thereon a noticeboard for reletting the same or sale of the demised premises or the building or any part thereof which shall not be removed or obscured but which shall not be fixed in such a position as to interfere with the Tenant's business.

5.17 **Compliance with Ordinances**

To comply in all respects with the provisions of all ordinances for the time being in force and any requirements of any competent authority relating to the demised premises or any part thereof or the conduct and carrying on of the Tenant's business at the demised premises and not to do or omit or suffer to be done or omitted on or about the demised premises any act or thing by reason of which the Landlord may under any enactment incur or have imposed upon it or become liable to pay any levy penalty damages compensation costs charges or expenses and so far as the law allows to indemnify the Landlord against all liability in respect thereof relating exclusively to the demised premises.

5.18 **Expenses**

To pay all expenses incurred by the Landlord any mortgagee and their respective professional advisers on an indemnity basis in connection with any proceedings issued or enforcing any judgment obtained in respect of or any notice requiring the Tenant to remedy a breach of any of the Tenant's covenants or incurred in any way in connection with any breach of covenant by the Tenant or incidental to the preparation and service of a schedule of dilapidations during or after the end of the term and in connection with every consent applied for under this Agreement and any request by the Tenant relating to the demised premises including where appropriate the approval of drawings and specifications the inspection of works and the issue of any certificate in respect thereof.

5.19 **Easements and Encroachments**

Not to obstruct any window light or way belonging to the demised premises or to any other buildings belonging to the Landlord nor acknowledge that any light is enjoyed by consent of any other person and to give immediate notice to the



Landlord if any easement right or encroachment affecting the demised premises shall be made or attempted and at the Landlord's request and the Tenant's cost to adopt such means as may be reasonably required to prevent or license the same.

5.20 **Interest on Arrears**

If and whenever the Tenant shall fail to pay the rent or any other monies due under this Agreement within fifteen (15) days of the due date the Tenant shall pay to the Landlord interest on such rent or other money.

5.21 **Notices**

To give written notice forthwith to the Landlord of any notice permission order or proposal relating to the demised premises given made or notified by any competent authority and upon becoming aware of the same of any defect in the building or the demised premises which if not remedied might give rise to any third party claim or to any obligation on the Landlord to do or refrain from doing any act or thing to comply with any legal duty of care and at all times to display and maintain on the demised premises all notices relating to the management of the building which the Landlord may from time to time require to be displayed but which shall not be required in such a position as to interfere with the Tenant's business.

5.22 **Indemnity**

To keep the Landlord indemnified from and against all expense loss and claims arising from any breach of covenant on the part of the Tenant herein contained or from the use of the demised premises or out of any works carried out at any time during the term to the demised premises or out of anything now or during the term attached to or projecting from the demised premises or arising from any act neglect or default by the Tenant or by any sub-tenants or by their respective servants or agents or by any persons in the demised premises or the building with the actual or implied authority of any of them.

5.23 **Regulations**

The Tenant shall observe and perform all rules and regulations from time to time made by the Landlord or the manager of the building as may be considered necessary for the management and maintenance of the building. Such Regulations shall be supplementary to the terms and conditions contained in this Agreement and shall not in any way derogate from such terms and conditions.

5.24 **Covenants relating to Reversion**

To perform and observe the covenants (other than the covenant to pay rent) and the restrictions referred to in the Government Lease relating to the building so far as they relate to the demised premises notwithstanding any inconsistency between this Agreement and the covenants and restrictions contained in the Government Lease.



5.25 **Touting**

Not to carry out or allow to be carried out any touting for business or distribute any pamphlets notice or advertising matter outside the demised premises at any time or anywhere within the building by the Tenant's servants agents or licensees.

6. **PROVISOS**

6.1 **Proviso for Re-entry**

If the whole or any part of the rent or any other monies due under this Agreement shall be unpaid for fifteen (15) days after becoming payable whether formally demanded or not or if there shall be any breach of any of the Tenant's covenants or if the Tenant being a corporation shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or suffer a receiver to be appointed or being an individual shall have a statutory demand or a bankruptcy petition made against it or suffer a receiver to be appointed or if unlimited shall apply to become limited the Landlord may at any time thereafter re-enter upon the demised premises or any part thereof and this demise shall thereupon terminate but without prejudice to any right of action or remedy of the Landlord in respect of any breach of covenant by the Tenant and the deposit paid pursuant to Clause 7.1 shall be subject to forfeiture by the Landlord.

6.2 **Exclusion of Use Warranty**

Nothing in this Agreement or in any consent granted by the Landlord under this Agreement shall imply or warrant that the demised premises may be used for the purpose herein authorised.

6.3 **Service of Notices**

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

6.4 **Development of Neighbouring Premises**

The Landlord shall be entitled to carry out or permit the development of the remainder of the building or any neighbouring premises and to build on or into any boundary wall of the demised premises or to re-route any services in or access to the demised premises or the building without payment of compensation to the Tenant for any damage or otherwise subject to the Landlord exercising such right in a reasonable manner and making good any damage caused to the demised premises but notwithstanding any diminution of light or air to the demised premises.



6.5 **Cesser of Rent**

If the demised premises or any part thereof shall be destroyed or so damaged by fire or any other risk for which the Landlord is indemnified under the insurance of the building so as to be unfit for occupation or use then unless the insurance of the demised premises or the building shall have been vitiated by the act neglect default or omission of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained (the amount of such proportion to be determined by the Landlord's Surveyor whose decision shall be final and binding) shall be suspended and cease to be payable until the demised premises or damaged portion thereof shall have been reinstated or made fit for occupation or until the expiration of the period for which loss of rent has been insured against whichever is the shorter.

6.6 **Damage from Services**

The Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any damage which may be caused by stoppage or defect of any plant or machinery in or service to the demised premises or the building or any neighbouring premises.

6.7 **Landlord's Liability**

In any case where the facts are or should reasonably be known to the Tenant the Landlord shall not in any event be liable to the Tenant in respect of any failure of the Landlord to perform any of its obligations to the Tenant hereunder whether express or implied unless and until the Tenant has notified the Landlord of the facts giving rise to the failure and the Landlord has failed within a reasonable time to remedy the same.

6.8 **Normal Business Hours**

The demised premises shall be open to the public for business between the hours of 10:00 a.m. to 10:00 p.m. on all days of the year provided always that such normal business hours may be altered from time to time by the Landlord at its discretion.

6.9 **Name of the Building**

The Landlord reserves the right to name the building with any such name or style in its sole discretion may determine and at any time and from time to time to change, alter, substitute or abandon any such name without becoming liable to compensate the Tenant as a consequence thereof provided that the Landlord shall give the Tenant not less than three (3) months' notice of its intention so to do.

6.10 **Functions and Displays**

The Landlord shall permit any person or organization to hold any functions or exhibition or display any merchandise in any part or parts of the common area



of the building at such times and upon such terms and conditions as the Landlord may in its absolute discretion think fit.

6.11 **Waiver**

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

6.12 **Exclusion**

Save in respect of its own negligence or default the Landlord shall not in any circumstances be liable to the Tenant or any other person whomever :

- (a) in respect of any loss of profit or of business or loss of life or loss or damage to person or property or for any disruption or inconvenience caused to or suffered or sustained by the Tenant or any other person caused by or through or in any way owing to or arising out of or connected with any defect in or breakdown or suspension of service of the lifts, air conditioning system, electric power or water supplies, or any other building service provided in or serving the building, or
- (b) in respect of any loss of profit or of business or loss of life or loss injury or damage to person or property or for any disruption or inconvenience caused to or suffered or sustained by the Tenant or any other person caused by or through or in any way owing to or arising out of or connected with any escape of fumes smoke fire or any other substance or thing or the overflow of water from anywhere within the building, or
- (c) for the security or safekeeping of the demised premises or any contents therein and in particular but without prejudice to the generality of the foregoing the provision by the Landlord of watchmen and caretakers or any mechanical or electrical systems of alarm of whatever nature shall not create any obligation on the part of the Landlord as to the security of the demised premises or any contents therein and the responsibility for the safety of the demised premises and the contents thereof shall at all times rest with the Tenant,

nor shall the rent hereinbefore mentioned or any part thereof abate or cease to be payable on account of any of the foregoing.



6.13 **Paragraph and Headings**

Paragraph headings and index shall be deemed not to form part of this Agreement and shall not be taken into account in the construction or interpretation thereof.

7. **DEPOSIT**

7.1 The Tenant shall on the signing hereof pay to the Landlord a cash deposit in the sum of HK\$7,073,986.50 and shall at the request of the Landlord pay such further amount during the term so that the sum paid is equivalent to three (3) months' rent, management charge, air-conditioning fee and promotional levy to secure the due observance and performance by the Tenant of the terms stipulations and conditions herein contained and on the Tenant's part to be observed and performed.

7.2 The deposit shall be retained by the Landlord throughout the term free of any interest to the Tenant and in the event of any breach or non-observance or non-performance by the Tenant of any of the covenants terms stipulations or conditions contained herein the Landlord shall be entitled to apply the deposit towards remedying any such breach (in so far as this may be possible) in which event the Tenant shall as a condition precedent to the continuation of the tenancy deposit with the Landlord the amount by which the cash deposit may have been reduced and if the Tenant shall fail to do so the Landlord shall forthwith be entitled to re-enter on the demised premises or any part thereof in the name of the whole and to determine this Agreement in which event the deposit may be forfeited to the Landlord without prejudice to any other right or remedy of the Landlord hereunder.

7.3 Subject as aforesaid the deposit shall be refunded to the Tenant by the Landlord (here meaning the person entitled to the reversion immediately expectant upon the determination of the term only) without interest within thirty (30) days after the expiration of this Agreement and the delivery of vacant possession to the Landlord or within thirty (30) days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach non-observance or non-performance of any of the covenants leases stipulations or conditions contained herein and on the part of the Tenant to be observed and performed whichever is the later.

7.4 In no event shall the Tenant be entitled to treat payment of the deposit as payment of the rent hereby reserved.

8. **COSTS**

Each party shall bear its own legal costs for the preparation and completion of this Agreement and the stamp duty on this Agreement and its duplicate shall be borne by the parties in equal shares. Any registration fees payable on this Agreement shall be borne by the Tenant solely.



9. **TENANT'S EFFECTS**

The Tenant hereby irrevocably appoints the Landlord to be its agent to store or dispose of any effects left by the Tenant on the demised premises for more than two (2) days after the end of the term on any terms that the Landlord thinks fit and without the Landlord being liable to the Tenant save to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Landlord.

10. **LANDLORD'S OBLIGATIONS**

The Landlord hereby agrees with the Tenant :

10.1 **Quiet Enjoyment**

That the Tenant shall have quiet enjoyment of the demised premises against the Landlord and all persons lawfully claiming title through the Landlord.

10.2 **Insurance**

To keep the building insured against loss or damage by such risks as it considers necessary and in such sum as the Landlord's Surveyor shall consider to be the full reinstatement value and subject to obtaining all necessary consents to cause all insurance moneys received (other than for loss of rent) to be laid out in making good the damage for which the money has been received or re-building the building as the case may be.

10.3 **Perform Government Lease**

To perform and observe the covenants and conditions contained in the Government Lease on the part of the lessee save insofar as such obligations are imposed on the Tenant by this Agreement.

10.4 **Government Rent and Property Tax**

To pay the Government Rent and Property Tax in respect of the building.

10.5 **Services**

To use its reasonable endeavours to supply management services to the building but the Landlord may take out of service for such reasonable period as may be necessary for repair replacement modernisation or otherwise any escalators, lifts or hot or cold water services or heating or air conditioning or other mechanical or electrical installations and in any event the Landlord shall be under no liability in respect of any failure in the performance or observance of any aforesaid obligation unless it is attributable to the wilful default of the Landlord.



10.6 Promotional Fund

- (a) To establish a promotional fund which will be applied for the following purposes :
- (i) the promotion and publicising of the building as a whole for the cojoint benefit of business operating conditions therein;
 - (ii) the advertising of the building and the conduct of promotional activities therein including entertainment competitions.
- (b) To apply the promotional levy or increased promotional levy payable by the Tenant to the promotional fund.

10.7 That (subject to the payment by the Tenant of the rent management charge and air-conditioning fee and provided that the Tenant has complied with all the covenants and obligations on the part of the Tenant to be performed and observed) the Landlord shall maintain the main structure roof main walls foundations main drains main supply cables and pipes (excluding any of those main drain main supply cables and pipes which lie within the demised premises or any other part of the building and exclusively serving the same) of the building and the lifts escalators air-conditioning plant and other services provided within the building and not within the demised premises in proper working order and condition provided that the Landlord shall not be responsible to make good damage caused by the act, default or neglect of the Tenant or its sub-tenants or their respective servants or agents or invitees or customers and provided further that the Landlord shall not be liable for breach of this Clause unless and until written notice of any defect or want of repair shall have been given to the Landlord by the Tenant and the Landlord shall have failed to take reasonable steps to repair or remedy the same within a reasonable period after the service on it of such notice.

11. MISCELLANEOUS

The demised premises are let to the Tenant on an "as is" basis and the Tenant shall raise no objection in relation to the state and condition thereof and the Landlord shall not be under any liability whatsoever for any loss, damage or injury arising from the defective or damaged condition of the demised premises.

12. GUARANTOR'S COVENANTS

12.1 The Guarantor covenants with the Landlord :-

That the Tenant will throughout the term and any statutory extension or period of holding over or otherwise pay the rent or rents hereby reserved on the days and in manner aforesaid and will perform and observe all the Tenant's covenants herein contained or implied and that in the case of default in payment of the rents or in observing or performing any of the covenants, conditions or other terms of this Agreement, the Guarantor will pay the rents and observe or perform the covenants, conditions or terms in respect of which the Tenant shall be in



default and shall indemnify the Landlord from all losses damages or expenses arising or incurred by the Landlord notwithstanding :

- (a) any time or indulgence granted by the Landlord to the Tenant, or any neglect or forbearance of the Landlord in enforcing the payment of rent or the observance or performance of the Tenant's covenants, or any refusal by the Landlord to accept rent tendered by or on behalf of the Tenant at a time when the Landlord was entitled to re-enter the demised premises,
- (b) the terms of this Agreement may have been varied by agreement between the parties,
- (c) that the Tenant shall have surrendered part of the demised premises, in which event the liability of the Guarantor hereunder shall continue in respect of the part of the demised premises not so surrendered after making any necessary apportionment, and
- (d) any other act or thing whereby but for this provision the Guarantor would have been released, and any such act shall not release or exonerate or in any way affect the liability of the Guarantor under this Clause.

12.2 If at any time during the term, the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee-in-bankruptcy or liquidator shall disclaim this Agreement, the Guarantor will if the Landlord shall by notice within sixty (60) days after such disclaimer so require take from the Landlord an agreement of the demised premises for the residue of the term which would have remained had there been no disclaimer at the rent then being paid hereunder and subject to the same covenants and conditions as in this Agreement with the exception of this Clause, such new agreement to take effect from the date of the said disclaimer and in such case, the Guarantor shall pay the costs and disbursements of such new agreement and execute and deliver to the Landlord a counterpart thereof.

13. COMMON AREAS

- (a) Notwithstanding anything herein contained, the Landlord hereby reserves the absolute and unfettered right to close or render inaccessible the common entrances, exits, staircases, landings and passages in the building for the purposes of replacing, renewing, repairing, decorating or maintaining the same and to designate redesignate or convert any part of the building not presently being used as common area into common area or for its own use or for the use of any particular tenant or occupier of the building and vice versa as it may in its sole discretion determine and at any time from time to time to change, alter or redesignate such designation or conversion provided that the Tenant shall not be entitled to complain or claim compensation or damages against the Landlord for any alleged disturbance nuisance or interference with its user of the demised premises or any loss or damage whatsoever arising out of such



designation or redesignation or conversion as the case may be or any operations including but not limited to building works decoration removal or installation or otherwise that may be carried on by the Landlord its servants agents contractors and workmen in connection therewith. The Landlord further reserves unto itself an absolute and unfettered right at any time to add to carry amend or delete from the building plans of the building or the plan hereto annexed without reference or prior notice to the Tenant.

- (b) It is hereby reserved unto the Landlord and the Tenant acknowledges the Landlord's right to repair, renovate, reinstate and redecorate at any time any of the areas in the building designated or re-designated as common areas from time to time and to do any act or thing ancillary or incidental to such purposes. In such event the Tenant shall not claim against the Landlord any compensation for any loss or damage directly or indirectly sustained by the Tenant as a result thereof including without limitation any alleged nuisance interference or disturbance with the Tenant's user of the demised premises and any loss in business and no rent or other payment due to the Landlord hereunder shall be reduced or shall abate on account thereof.

14. SALE OR REDEVELOPMENT

- (a) If any time during the tenancy hereby created the Landlord shall enter into a contract for the sale of the building or of any part thereof which shall include the demised premises or if the Landlord shall resolve to demolish, re-build or refurbish the building or any part thereof (which intention so to do shall be sufficiently evidenced by a copy of a resolution of the Landlord's Directors certified to be a true and correct copy by the Landlord's Secretary) then in such event the Landlord shall be entitled to give to the Tenant not less than nine (9) calendar months' notice in writing expiring at the end of any calendar month during the tenancy, provided that such notice shall not be served to the Tenant within the initial twenty-four (24) months of the term hereby created either to (a) allocate to the Tenant any other unit in the building or (b) terminate this Agreement, and immediately upon the expiration of such notice this Agreement and everything herein contained shall cease and be void and the Tenant shall forthwith deliver up vacant possession of the demised premises to the Landlord but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the agreements or stipulations herein set out. The Tenant shall not be entitled to claim against the Landlord for any damages or compensation whatsoever in respect of the termination pursuant to this Clause of the term hereby created.
- (b) For the purposes of this Clause, "demolish" and/or "re-build" shall mean the demolition and/or rebuilding of the whole of the building or a part or parts thereof whether or not including any main walls exterior walls or roof of the demised premises and whether or not any part thereof is to



be re-built or reconstructed in the same or any other manner. "Refurbish" may or may not include demolition of the building or any part thereof.

15. **CONFIDENTIALITY**

The Landlord and the Tenant shall keep confidential and shall not at any time disclose or permit to be disclosed the terms of any negotiations or discussion or any other matter whatsoever in relation to the offer letter (if any) of the demised premises and this Agreement except where the disclosure is required by any laws, listing rules and regulations or court order.

16. **FULL AGREEMENT**

This Agreement contains the entire understanding between the parties and supersedes any prior understanding, representations, commitments, warranties and/or agreements between the parties whether implied or express verbal or written.

17. **CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Agreement.

18. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong to settle any disputes arising out of this Agreement.

19. **SPECIAL CONDITIONS**

The Landlord hereby agrees that the Tenant shall not be required to remove and reinstate the external Sincere signages, lightboxes and signboards erected at the demised premises prior to 1st March 2005 at the expiration or sooner determination of this Agreement. All signages or lightboxes or signboards erected at or upon the demised premises on or after 1st March 2005 shall be removed by the Tenant at its sole cost and the Tenant shall make good any damage resulting from the removal thereof and reinstate the demised premises to its original condition, and the Tenant shall indemnify the Landlord from and against all expense loss and claims arising from the erection and/or use of such signages, lightboxes and signboards or out of any works in relation thereto.



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

SIGNED by **OU YUK HA**)

for and on behalf of the Landlord
whose signature(s) is(are) verified
by :)

LEUNG CHOI CHU

For and on behalf of
DRAGON CENTRE MANAGEMENT LIMITED
西九龍中心管理有限公司

.....
Authorized Signature(s)

RECEIVED on or before the day and year first)
above written of and from the Tenant the sum of)
HONG KONG DOLLARS SEVEN MILLION)
SEVENTY-THREE THOUSAND NINE)
HUNDRED EIGHTY-SIX AND CENTS FIFTY)
ONLY being the cash deposit money above)
expressed to be paid.)

HK\$7,073,986.50

Signature(s) verified by :-

LEUNG CHOI CHU


For and on behalf of
DRAGON CENTRE MANAGEMENT LIMITED
西九龍中心管理有限公司

.....
Authorized Signature(s)



SIGNED by)
)
)
for and on behalf of the Tenant)
in the presence of :)

For and on behalf of
RIGHT VIEW LIMITED
緯景有限公司
.....
Authorized Signature(s)


Witness's signature : 

Name in block letters : WONG SUET FONG

H.K.I.C.No./Passport No. : R239844(2)

SIGNED by)
)
)
for and on behalf of the Guarantor)
in the presence of :)

For and on behalf of
THE SINCERE COMPANY, LIMITED
先施有限公司
.....
Authorized Signature(s)

Witness's signature : 

Name in block letters : WONG SUET FONG

H.K.I.C.No./Passport No. : R239844(2)

