

Dated the \_\_\_\_\_ day of -8 MAY 2024 2024

ULTRA POWER CORPORATION LIMITED  
(越能有限公司)

and

3D-GOLD MANAGEMENT SERVICES LIMITED  
(金至尊管理服務有限公司)

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**TENANCY AGREEMENT**

in respect of

Units Nos.6, 7, 8, 9, 10, 11, 12, 15 and 16 on 15<sup>th</sup> Floor of  
Metropole Square,  
No.2 On Yiu Street, Shatin,  
New Territories.

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THIS AGREEMENT is made the 8<sup>th</sup> day of May Two Thousand and Twenty Four

BETWEEN the Landlord whose name, description and registered office address are set out in Part I of the First Schedule hereto (the “**Landlord**”) of the one part AND the Tenant whose name, description and registered office address are set out in Part I of the First Schedule hereto (the “**Tenant**”) of the other part.

IT IS HEREBY AGREED as follows:

### **SECTION I: PREMISES AND TERM**

- 1 The Landlord shall let and the Tenant shall take all that the premises more particularly described in Part II of the First Schedule hereto (the “**Premises**”) together with all rights, easements and appurtenances thereto belonging or usually held and enjoyed therewith and together with the use in common with the Landlord and all others having the like right of the common entrances, exits, staircases, landings, passages, lavatories and lifts (if any) in the building of which the Premises form part (the “**Building**”) insofar as the same are necessary for the proper use and enjoyment of the Premises for the term set out in Part III of the First Schedule hereto (the “**Term**”) determinable as hereinafter mentioned yielding and paying therefor during the Term the rent and other charges as are from time to time payable by the Tenant hereinafter set out.

### **SECTION II: RENT AND OTHER CHARGES**

- 2 The rent is set out in Part IV of the First Schedule hereto and shall be exclusive of management and air-conditioning fees and other outgoings payable by the Tenant.
3. The management and air-conditioning fees shall be such sum determined by the Landlord as set out in Part IV of the First Schedule hereto subject to adjustment by the Landlord with prior written notice which shall be conclusive and binding on the Tenant.
4. The Tenant agrees with the Landlord as follows:
  - 4.1 To make advance payment of the rent and management and air-conditioning fees for one (1) calendar month on the signing of this Agreement.



- 4.2 Unless otherwise provided herein, to pay the rent and management and air-conditioning fees in advance without any deduction whatsoever on the first (1<sup>st</sup>) day of each and every calendar month.
  - 4.3 To pay and discharge punctually during the Term all rates and government rent as set out in Part IV of the First Schedule hereto, and all other taxes assessments duties impositions charges and outgoings of a non-capital and recurring nature which are now or hereafter to be imposed levied or charged on the Premises or upon the owner or occupier in respect thereof by the Government of the Hong Kong Special Administrative Region or other lawful authority (property tax excepted). Without prejudice to the generality of this Clause, the Tenant shall pay all rates and government rent imposed on the Premises to the Landlord who shall settle the same with the Government of the Hong Kong Special Administrative Region.
  - 4.4 To pay and discharge all charges for gas, water, electricity and communication (including but not limited to telephone, facsimile, internet) consumed by the Tenant in the Premises.
5. All payments under this Section II shall be apportioned according to the number of days then unexpired in the respective months of such payments.

### **SECTION III: TENANT'S OBLIGATIONS**

6. The Tenant undertakes to the Landlord as follows:
- 6.1 Save and except with prior written consent of the Landlord, to use the Premises wholly and exclusively for the user under the trade name (the "**Trade Name**") set out in Part V of the First Schedule hereto, and to obtain or procure to be obtained at the Tenant's own expense all necessary licences, permits and approvals from all relevant Government authorities for the carrying on of lawful business at the Premises at all times.
  - 6.2 To obey and comply with and to indemnify the Landlord against the breach of all ordinances, regulations, bye-laws, rules and requirements of any Government or other competent authority relating to the use and enjoyment of the Premises by the Tenant or relating to any other act, deed, matter or thing done, permitted,



suffered or omitted therein or thereon by the Tenant or any servant, agent or licensee of the Tenant (for the purposes of this Agreement, "licensee" shall include any person present in, using or visiting the Premises with the consent of the Tenant, whether express or implied), and to notify the Landlord forthwith in writing of any notice received from any statutory or public authority concerning or in respect of the Premises or any service supplied thereto.

- 6.3 To maintain the Premises throughout the Term in good, clean and tenantable repair and condition (fair wear, tear, structural and inherent defect excepted) to the reasonable satisfaction of the Landlord.
- 6.4 To keep all the non-structural interior of the Premises including but not limited to the flooring and interior plaster or other finishes or rendering to walls, floors and ceilings and the Landlord's fixtures and fittings therein (if any) and all additions thereto including but not limited to all doors, windows, glass, electrical installations and wiring in good, clean and tenantable repair and condition and properly preserved and painted (fair wear, tear, structural and inherent defect excepted) and so to maintain the same at the Tenant's own expense.
- 6.5 To reimburse the Landlord the reasonable cost of replacing all broken and damaged windows, doors and glass within the Premises whether or not the same be broken or damaged by the negligence of the Tenant owing to the careless or improper use or neglect by the Tenant or any agent or licensee of the Tenant.
- 6.6 To repair or replace at the Tenant's own expense any electrical installation or wiring within the Premises if the same becomes dangerous or unsafe or requires repair or maintenance, or if so reasonably required by the Landlord, The Hong Kong Electric Company Limited or China Light & Power Company Limited, as the case may be, to engage only the contractors approved by the Landlord in writing for such purpose, and to permit the Landlord or its agents to test the Tenant's wiring in the Premises at any reasonable time upon prior appointment with the Tenant.
- 6.7 To keep the sanitary and water apparatus in the Premises in good, clean and tenantable repair and condition (fair wear, tear, structural and inherent defect excepted) to the reasonable satisfaction of the Landlord and in accordance with the regulations or bye-laws of all Public Health and other Government authorities.



- 6.8 To pay to the Landlord on demand all reasonable cost incurred by the Landlord in cleansing, clearing, repairing or replacing any of the drains, pipes or sanitary or plumbing apparatus choked or stopped up owing to the careless or improper use or neglect by the Tenant or any agent or licensee of the Tenant.
- 6.9 Save and except it is due to the acts, neglects, omissions and defaults of the Landlord or any servant, agent or licensee of the Landlord, to be wholly responsible for any loss, damage or injury caused to the Landlord or any person whomsoever or any property whatsoever of the Landlord or of any person whether directly or indirectly through the defective or damaged condition of any part of the non-structural interior of the Premises (including doors and windows) or any fitting, fixture or wiring therein the repair of which the Tenant is responsible hereunder or through or in any way owing to the spread of fire or smoke or the overflow of water from the Premises or any part thereof, and to make good the same by payment or otherwise, and to indemnify the Landlord against all claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect thereof.
- 6.10 To effect adequate insurance cover in respect of all risks to the Premises and any third party claim as a result of any accident within the Premises with a reputable insurance company to the reasonable satisfaction of the Landlord (at the minimum insured value, if any, set out in the Second Schedule hereto) with the insurance policy endorsed to show the Landlord as the registered owner of the Premises and as the co-beneficiary under such policy, and to produce and make available to the Landlord prior to the commencement of the Term such policy together with the receipt for the last payment of premium and a certificate from the insurance company that such policy is fully paid up and in all respects valid and subsisting.
- 6.11 To take all reasonable precautions to protect the Premises against damage by storm or typhoon or the like.
- 6.12 Without prejudice to the Tenant's obligations hereunder, to permit the Landlord and all persons authorised by it (whether accompanied by workmen with tools) at all reasonable times with reasonable prior appointment with the Tenant (who shall act reasonably and in a co-operative manner in all respects) except in case of emergency to enter and view the state of repair of the Premises and to carry out any works, repair or maintenance required to be done.



- 6.13 On receipt of any notice from the Landlord or its authorised representative specifying any work or repair required to be done and which is the responsibility of the Tenant hereunder, to put in hand and execute the same within the time reasonably designated by the Landlord or its authorised representative.
- 6.14 To immediately give notice to the Landlord or its agent of any damage that may be caused to or any defect or accident in the Premises or the water pipes, gas pipes, electrical wiring or fittings, fixtures or other facilities installed in the Premises.
- 6.15 To reimburse the Landlord such reasonable cost of replacing any damaged, broken, defective or burned out electric light bulb, tube and globe in the Premises which may be provided by the Landlord.
- 6.16 To pay to the Landlord upon demand such reasonable cost of affixing, repairing, altering or replacing as necessary the Trade Name on the directory boards (if any) provided by the Landlord.
- 6.17 To allow the Landlord within six (6) calendar months immediately preceding the expiration of the Term at reasonable time upon reasonable prior appointment to show the Premises to prospective tenants or purchasers and to allow such prospective tenants or purchasers to inspect the Premises provided that the Landlord shall not cause unreasonable disruption to the Tenant's quiet enjoyment of the Premises by virtue of its viewing the Premises.
- 6.18 To obey and comply with such reasonable regulations as may from time to time be adopted by the Landlord and the Manager in accordance with Section X hereof.
- 6.19 To be responsible to the Landlord for the acts, neglects, omissions and defaults of all contractors, servants, agents and licensees of the Tenant as if they were the acts, neglects, omissions and defaults of the Tenant itself.
- 6.20 To load and unload goods only at such times during business hours and through such routes and service entrances and by such service lifts (if any) as shall be designated for this purpose from time to time by the Manager.
- 6.21 To be responsible for the removal of garbage and refuse from the Premises to such location in the Building as shall be reasonably specified by the Manager from time to time and to use only the type of refuse containers as may be



reasonably specified by the Manager from time to time (if any), and to ensure that all refuse containers shall be fully sealed at all times. Should the Manager provide collection service for garbage and refuse, the same may be employed by the Tenant at its election at its own expense provided that nothing herein shall affect the Tenant's rights to make alternative arrangements with the Manager concerning the disposal of its garbage and refuse.

6.22 To ensure at all times that all fire alarms, firefighting equipment and other equipment for security purposes provided by the Landlord (if any) are in good working condition, and are not disrupted, interrupted, damaged or caused to be defective. The Tenant may not under any circumstances cover up any hose reel, break-glass unit or alarm bell.

6.23 The Landlord reserves the right to prescribe the positions and maximum weights of all the Tenant's safes and heavy equipment in the Premises so as to distribute the weight. Business machines and mechanical equipment authorised by the Landlord shall be placed and maintained by the Tenant at its own expense in settings sufficient in the Landlord's judgment to absorb and prevent vibration, noise and annoyance to the tenants or occupiers of other premises in the Building, and the Tenant shall undertake to produce and make available to the Landlord, as and when so required by the Landlord, a floor loading certificate endorsed and issued by the qualified structural engineer designated by the Landlord.

6.24 At the expiration or sooner determination of the Term, to comply with the following:

6.24.1 To quietly deliver up to the Landlord vacant possession of the Premises in good and clean, substantial and tenantable repair and condition together with the Landlord's provisions (fair wear, tear, structural and inherent defect excepted) and making good all damage to the Premises and the Building caused thereby to the satisfaction of the Landlord provided however, that upon the Landlord's request, the Tenant shall leave any additional erection, alteration or improvement (save and except the Tenant's own trade fixtures, fittings and other additions and installation bearing its brand name or logo) which the Tenant may with or without the consent of the Landlord as aforesaid have made upon or in the Premises without payment of any compensation from the



Landlord. The Landlord shall have full discretion to determine the yield-up condition of the Premises by the Tenant and shall notify the Tenant details of the required yield-up condition before the expiration or sooner determination of the Term.

- 6.24.2 To remove at the Tenant's own expense all letters and characters from all the doors, walls or windows of the Premises, and to make good at the Tenant's own expense any damage caused by such removal.
  - 6.24.3 To surrender to the Landlord all keys giving access to all parts of the Premises held by the Tenant.
  - 6.24.4 If the Tenant without consent of the Landlord leave any personal property or effects in the Premises, the Landlord shall be entitled to remove and dispose of the same without incurring any liability whatsoever to the Tenant therefor but at the reasonable costs and expenses of the Tenant to be reimbursed to the Landlord forthwith.
- 6.25 To comply with all ordinances, regulations, bye-laws and rules and all notices and requirements of the appropriate Government authorities and departments or in relation to the user of the Premises, and to keep the Landlord fully indemnified against any breach of this Clause.
- 6.26 Without prejudice to the liability of the Tenant under any of the agreements, terms or conditions herein contained, and save and except it is due to the acts, neglects, omissions and defaults of the Landlord or any servant, agent or licensee of the Landlord, to be responsible for all losses and damage sustained or suffered by the Landlord or any other person or persons or the property of the Landlord or such other person or persons as aforesaid and all damage which may be done to the Building directly or indirectly due to the defective condition or in any way connected with the use, maintenance or repair by the Tenant of any advertising sign or poster or any other sign or thing whatsoever constructed, erected, installed or maintained by the Tenant under any provision hereof or otherwise, and to comply with all ordinances, regulations and bye-laws relating thereto and to fully indemnify the Landlord against all claims, proceedings, actions, costs, expenses and demands whatsoever made upon the Landlord by any person or persons in respect of any damage or injury to persons or property in respect of any of the matters aforesaid.





- 6.27 To comply with the Government Lease and Occupation Permit in respect of the Premises, the Deed of Mutual Covenant (if any) relating to the Building (the “DMC”) and all ordinances, regulations, orders, notices or rules made by all competent Government or public authorities in connection with the conduct of such business by the Tenant in the Premises and to indemnify the Landlord in respect of any breach by the Tenant of this Clause.
- 6.28 To indemnify and keep the Landlord fully indemnified from and against all actions, proceedings, demands, costs, expenses and claims whatsoever brought or made by the tenants or occupiers of the other parts of the Building and any third party in respect of any act or liability caused by or arising from the act, neglect or default (irrespective of whether wilful or not) of the Tenant or any servants, licensees or persons who are permitted by the Tenant to be in the Premises or any part thereof.

#### **SECTION IV: LANDLORD’S OBLIGATIONS**

7. The Landlord agrees with the Tenant as follows:
- 7.1 To permit the Tenant (having been duly paying the rent, management and air-conditioning fees and other outgoings payable by the Tenant on the days and in the manner herein provided and observing and performing the agreements, terms and conditions herein contained and on the Tenant’s part to be observed and performed) to peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 7.2 To pay the property tax and capital non-recurring outgoings in respect of the Premises.

#### **SECTION V: RESTRICTIONS AND PROHIBITIONS**

8. The Tenant further covenants with the Landlord as follows:
- 8.1 Without the prior written consent of the Landlord (such consent shall not be unreasonably withheld), not to make any structural erection, installation or alteration of fixtures, partitioning or other erection or installation in the Premises or any part thereof.



- 8.2 Without the prior written consent of the Landlord (such consent shall not be unreasonably withheld), not to make or permit or suffer to be made any structural alteration in or addition to the interior or exterior of the Premises or to the electrical wiring and installations therein or to install or permit or suffer to be installed in the Premises or any part thereof any apparatus, equipment, furniture or fitting which imposes a weight on any part of the flooring in excess of that for which it is designed.
- 8.3 Without the prior written consent of the Landlord (such consent shall not be unreasonably withheld), not to cut, maim, injure, drill into, mark or deface or permit or suffer to be cut, maimed, injured, drilled into, marked or defaced any door, window, wall, beam, structural member or any part of the fabric of the Premises or the Building or any of the plumbing or sanitary apparatus or installations included therein.
- 8.4 Not to do or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to the Landlord or to the tenants or occupiers of other premises in the Building or in any adjoining or neighbouring building or in any way against the laws or regulations in Hong Kong.
- 8.5 Not to produce or suffer or permit to be produced at any time in the Premises any music or noise (including sound produced by broadcasting or by any equipment or instrument capable of producing or reproducing music or sound) so as to constitute, in the reasonable opinion of the Landlord, a nuisance or to give cause for reasonable complaints from the occupants of any other premises in the Building or persons using or visiting the same.
- 8.6 Not to use or permit or suffer the Premises to be used for any illegal or immoral purpose or any purpose other than the user set out in Part V of the First Schedule hereto, or not to prejudice the reputation of the Building arising from the conduct of the Tenant's business in the Premises.
- 8.7 Not to use or permit or suffer the Premises or any part thereof to be used as sleeping quarters or as domestic premises within the meaning of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7) or similar legislation for the time being in force nor to allow any person to remain in the Premises overnight provided that if the Tenant wishes to have a watchman to remain in the Premises in order to look after the contents thereof during the night, the written consent of the Landlord shall first be obtained (such consent shall not be unreasonably withheld).



- 8.8 Not to use or permit or suffer the Premises to be used for the purpose of the manufacture of goods and merchandise or for the storage of goods and merchandise other than stock reasonably required in connection with the Tenant's business carried on therein.
- 8.9 Not to keep or store or permit or suffer to be kept or stored in the Premises any arms, ammunition, gun-powder, salt-petre, kerosene or other explosive or combustible substance or hazardous goods in contravention of the Dangerous Goods Ordinance (Cap. 295).
- 8.10 Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any box, packaging or other obstruction of any kind or nature any of the entrances, staircases, landings, passages, escalators, lifts, lobbies or other parts of the Building in common use and not to leave rubbish, garbage or any other article or thing in the front or on the sides of the Premises or in any part of the Building not in the exclusive occupation of the Tenant or outside the Building except in the places specifically designated for the disposal of rubbish or garbage.
- 8.11 Not to use or permit or suffer the toilet facilities and sanitary installations in the Premises to be used for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown therein any unintended foreign substance of any kind and the Tenant shall pay to the Landlord on demand such reasonable expenses of any breakage, blockage or damage resulting from a violation of this Clause.
- 8.12 Not to lay, install, affix or attach any wiring, cable or other article or thing in or upon any of the entrances, staircases, landings, passages, lobbies or other parts of the Building in common use.
- 8.13 Not to cause or permit any offensive or unusual odour or excessive smoke to be produced upon, permeate through or emanate from the Premises.
- 8.14 Not to permit or suffer any goods and merchandise to be brought onto or removed from the Premises or in any way transported or carried onto any part of the Building intended for common use except by way of service lifts (if any), service entrances and service exits.
- 8.15 Not to keep or permit or suffer to be kept any animal or pet inside the Premises.



8.16 This tenancy shall be personal to the Tenant named in this Agreement. Without prejudice to Clause 6.1 hereof or save and except with prior written consent of the Landlord, the Tenant shall not assign, underlet, part with the possession of or transfer the Premises or any part thereof or any interest therein, nor permit or suffer any arrangement or transaction whereby any person who is not a party to this Agreement obtains the use, possession, occupation or enjoyment of the Premises or any part thereof irrespective of whether any rental or other consideration is given therefor. Without in any way limiting the generality of the foregoing, the following acts and events shall, unless approved in writing by the Landlord, be deemed to be breaches of this Clause:

8.16.1 In the case of a Tenant which is a partnership, the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise.

8.16.2 In the case of a Tenant who is an individual (including a sole surviving partner of a partnership Tenant), the death, insanity or other disability of that individual, to the intent that no right to use, possess, occupy or enjoy the Premises or any part thereof shall vest in the executors, administrators, personal representatives, next of kin, trustees or committee of any such individual.

8.16.3 In the case of a Tenant which is a corporation, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or (save where such corporation whose shares are quoted on a recognised stock exchange) change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.

8.16.4 The giving by the Tenant of a Power of Attorney or similar authority whereby the donee of such Power obtains the right to use, possess, occupy or enjoy the Premises or any part thereof or does in fact use, possess, occupy or enjoy the same.

8.16.5 The change of the Trade Name without giving prior written notice to the Landlord.



- 8.17 Not to change the Trade Name without giving prior written notice to the Landlord and the Tenant shall produce within one (1) calendar month from the date of change of the Trade Name such evidence as may be necessary.
- 8.18 Not to do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the agreements, terms or conditions under which the land on which the Premises erect and the Premises are held from the Government of the Hong Kong Special Administrative Region, and to indemnify the Landlord against any such breach.
- 8.19 Without the prior written consent of the Landlord, not to make any change to the fire exits to the Premises.
- 8.20 Not to do or permit or suffer to be done any act, deed, matter or thing whatsoever whereby the insurance on the Building or the Premises against losses or damage by fire, other insurable perils or claims by third parties for the time being in force may be rendered void or voidable or whereby the premium thereon may be increased provided that if as the result of any unauthorised act, deed, matter or thing done, permitted or suffered by the Tenant, the premium on any such insurance policy shall be increased, the Landlord shall be entitled without prejudice to any other remedy hereunder to recover from the Tenant the amount of any such increase and further the Tenant shall keep the Landlord fully indemnified against all losses, damage, claims and demands sustained by or made against the Landlord by any person as a result of any breach by the Tenant of this Clause provided that notwithstanding anything herein contained, the Landlord does not warrant that any or adequate insurance against fire or any other risk exists in respect of the Premises or all or any of the goods or property stored therein by the Tenant and the Tenant shall be responsible in any event for insurance of its goods and property left or stored in the Premises.
- 8.21 Not to erect any aerial on the roof or walls or any other part of the Building.
- 8.22 Without the prior consent of the Landlord (such consent shall not be unreasonably withheld) and the Manager, not to install air-conditioning facilities in addition to such facilities as provided by the Landlord (if any).
- 8.23 Not to permit any touting or soliciting for business or the distributing of any pamphlet, notice or advertising matter to be conducted in any part of the Building (the Premises excepted) by any of the Tenant's servants, agents or licensees whether or not in breach of the DMC (if any).

- 8.24 Not to do anything whereby the maximum capacity of electricity supply to the Premises shall be exceeded or anything which requires any additional electrical main wiring or consumes electricity not metered, or whereby any electricity supply regulation adopted by any Government authority, the Landlord or the Manager shall be breached.
- 8.25 Not to place or permit or suffer to be placed on any part of the floor of the Premises any safe, machinery, goods or merchandise which may cause the maximum floor capacity thereof to be exceeded. In the event of breach of this Clause, the Tenant shall make good any damage caused thereby to that part of the Premises or any fixtures and fittings therein.
- 8.26 Not to install or erect any sign or signboard of any kind or nature at the corridor of the Building or at any part of the exterior thereof without the prior written consent of the Landlord (such consent shall not be unreasonably withheld) and, if so required, of the Manager. Provided that no warranty is given or implied that such consent would be given provided further that such consent, if given at all, shall be subject to such rules and conditions as shall be reasonably imposed by the Landlord and the Manager and shall in any event imply the condition that the Tenant shall throughout the Term maintain such sign or signboard in a safe and sound condition and shall indemnify the Landlord and the Manager against actions and damages as a result of the installation and non-maintenance thereof and shall prior to the expiration or sooner determination of the Term remove such sign or signboard and make good all damage resulted therefrom.
- 8.27 Not to use or suffer to be used the Premises or any part thereof for the purpose of a funeral parlour, coffin shop, temple or Buddhist hall for the ceremony known as "Tai Chai" or for any similar ceremony and for the purpose of offensive and noxious trade or business of whatever nature.

#### **SECTION VI: EXCLUSIONS**

9. Notwithstanding anything herein contained, the Landlord shall not in any circumstance be liable to the Tenant, its servants, licensees or invitees or any other person whomsoever:
- 9.1 In respect of any loss, damage or injury to person or property sustained by the Tenant, its servants, licensees, invitees or any such other person caused by or



through or in any way owing to any defect, breakdown, defective working, operation or condition of any common facility of the Building or air-conditioning system (if any) in the Premises.

9.2 In respect of any loss or damage to person or property sustained by the Tenant or any such other person caused by or through or in any way owing to fire or the overflow or leakage of water from or through any part or portion of the Premises.

9.3 For the security or safekeeping of the Premises or any contents therein.

The Tenant shall indemnify and keep the Landlord fully indemnified against all claims, actions and demands whatsoever made upon the Landlord by any servant, licensee or invitee of the Tenant or any such other person as a result of all such losses, damage or injuries aforesaid and the rent or management fee or any part thereof shall not abate or cease to be payable on account thereof save as provided in Section VII hereof.

10. The Landlord shall not be liable or responsible for any damage suffered by the Tenant (whether personally or in respect of the Premises or any property of the Tenant therein) or any servant, invitee or licensee of the Tenant through or by the act, neglect or default of the tenants and occupiers of the other parts of the Building or their servants, licensees and invitees.

11. The Landlord shall neither be liable to pay compensation to the Tenant in respect of any period during which due to circumstances beyond the control of the Landlord the proper operation of the lifts or the air-conditioning system (if any) in the Premises or the Building shall be interrupted as the result of mechanical failure or need for repair or overhaul which is not the Landlord's responsibility hereunder nor shall the Landlord be liable to grant any abatement of rent or management and air-conditioning fees in respect thereof save as provided in Section VII hereof.

12. Provided that the Tenant shall not be responsible for any damage which may be done to any part of the Premises or to the Landlord's fixtures and fittings therein that is not caused by the Tenant's default or negligence, the Landlord shall not be in any way liable to the Tenant or to any person or persons claiming any right, title or interest under the Tenant for any damage or injury which may be sustained by the Tenant or by any such person or persons as aforesaid on account of the defective or damaged condition of any part of the non-structural interior of the Premises or the Tenant's fixtures, fittings or wiring therein (if any) or any part thereof and in particular the



Landlord shall not be responsible to the Tenant or any person or persons as aforesaid for any damage whatsoever caused by or through or in any way owing to:

- 12.1 Any typhoon or flooding.
- 12.2 The escape of fire, leakage of water or electric current from the water pipes or electric wiring or cable situate upon or in any way connected with the Building or any part thereof.
- 12.3 The dropping of cigarette ends, broken pieces of glass or other articles and the escape of water, fire or electricity and vibrations from any floor, unit or premises in the Building or in the neighbourhood.

#### **SECTION VII: ABATEMENT OF RENT**

13. In the event that the Premises or any part thereof are damaged or destroyed by reason of fire, water, storm, wind, typhoon, heavy rainfall, earthquake, defective construction, white ants, landslide or subsidence of the ground or any other cause so as to render the Premises or any part thereof uninhabitable or inaccessible for at least two (2) calendar months for which the Tenant shall not be responsible, the rent or a proportionate part thereof shall cease to become payable from the date of damage or destruction until the Premises or any part thereof so damaged or destroyed as aforesaid shall have been repaired, reinstated and again rendered fit for use and occupation and accessible provided that the Landlord shall not be required to rebuild or reinstate the Premises or the Building so as to render the same fit for use and occupation and accessible if the Landlord considers that it is impossible or not economical to rebuild or reinstate the Premises or the Building, in such case, this Agreement shall forthwith cease to be of further effect and the Landlord shall return and refund the security deposit to the Tenant without interest or compensation within fourteen (14) days.

#### **SECTION VIII: DEFAULT**

14. It is further expressly agreed and declared as follows:
  - 14.1 In any of the following events, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part or parts thereof in the name of the whole and thereupon this Agreement shall absolutely determine and the security deposit paid hereunder shall be applied by the Landlord to set off all losses and





damage sustained by the Landlord in accordance with Section IX hereof, but the rights and remedies given to the Landlord by this Clause shall be deemed cumulative remedies and shall not prejudice any right of action or any remedy of the Landlord for the recovery of any rent or money due to the Landlord by the Tenant or in respect of any antecedent breach of the Tenant's agreements, terms and conditions herein contained:

- 14.1.1 The rent, management and air-conditioning fees or other payments hereby reserved or any part thereof respectively shall remain unpaid for fourteen (14) days after becoming payable (whether legally or formally demanded or not).
  - 14.1.2 Any agreement, term or condition on the Tenant's part herein contained shall not be performed or observed.
  - 14.1.3 The Tenant being a company or corporation shall be wound up whether voluntarily (save for the purpose of reconstruction or amalgamation) or compulsorily.
  - 14.1.4 A petition for the winding up of the Tenant shall have been filed.
  - 14.1.5 The Tenant shall make any arrangement to enter into any composition with its creditors or suffer any distress or execution to be levied on its goods.
  - 14.1.6 In the event of any change of the company's structure of the Tenant (including but not limited to equity transfer, bankruptcy, resurrecting, acquisition, merger, division, reorganization, dissolution, closure, suspension and/or change of directors or shareholders).
- 14.2 A written notice served by the Landlord on the Tenant in the manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry or forfeiture herein contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord.
- 14.3 Acceptance of rent or management and air-conditioning fees or other payments by the Landlord 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, terms and



conditions herein contained and on the Tenant's part to be observed and performed.

14.4 For the purposes of distress for rent in terms of Part III of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7) and of these presents, the rent payable in respect of the Premises shall include the management and air-conditioning fees payable hereunder and such rent shall be and be deemed to be in arrears if not paid in advance on the days and in the manner herein provided for payment thereof.

14.5 Notwithstanding anything herein contained, if the Tenant shall fail to pay the rent, management and air-conditioning fees or other moneys herein reserved or any part thereof on the due date, the Landlord shall be entitled to recover from the Tenant as a debt the following expenses incurred by the Landlord in the course of recovering the rent or management and air-conditioning fees in arrears or other moneys unpaid or any part thereof:

14.5.1 All reasonable Solicitors' and Counsels' fees (on a solicitor and own client basis) and court fees incurred by the Landlord for the purpose of recovering the rent or management and air-conditioning fees in arrears or other moneys unpaid or any part thereof from the Tenant.

14.5.2 Interest calculated at the rate of 2.5% per annum over the prime rate from time to time charged by Standard Chartered Bank on the rent or management and air-conditioning fees in arrears or other moneys unpaid or any part thereof from the date due for payment to the date of actual payment.



### **SECTION IX: SECURITY DEPOSIT**

15. The Tenant shall forthwith on the signing of this Agreement deposit and at all times throughout the subsistence of the Term of tenancy hereby granted maintain with the Landlord the security deposit set out in Part VI of the First Schedule hereto to secure the due performance by the Tenant of the agreements, terms and conditions herein contained and on the Tenant's part to be observed and performed.
16. The security 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 such agreements, terms or conditions, the Landlord shall be entitled at its option to elect whether to determine this Agreement or alternatively to continue this Agreement and to deduct from the security deposit the amount of any monetary loss incurred by the Landlord in consequence of the breach, non-observance or non-performance by the Tenant at a sum reasonably determined by the Landlord and in which event the Tenant shall as a condition precedent to the continuation of this Agreement deposit with the Landlord the amount as deducted, and if the Tenant fails to do so, the Landlord shall forthwith be entitled to re-enter the Premises and to determine this Agreement and claim the Tenant for all losses relating to such determination in addition to its right to forfeit the security deposit.
17. The security deposit shall be refunded to the Tenant by the Landlord without interest within thirty (30) days after the expiration or sooner determination of this Agreement and the delivery of vacant possession of the Premises to the Landlord provided that all the Tenant's agreements, terms and conditions shall have been duly performed and observed 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 agreements, terms or conditions herein contained and on the part of the Tenant to be observed and performed, whichever is the later.

### **SECTION X: OTHER REGULATIONS**

18. The Landlord and the Manager shall have the right from time to time and by prior written notice to the Tenant to make and introduce, and subsequently amend, adopt or abolish if necessary such reasonable regulations as they may respectively consider necessary for the management and maintenance of the Building.
19. 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. In the



event of conflict between such regulations and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

**SECTION XI: INTERPRETATION AND MISCELLANEOUS**

20. No condoning, excusing or overlooking by the Landlord of any default, breach, 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 antecedent, continuing or subsequent default, breach, non-observance or non-performance so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such antecedent, continuing or subsequent default, breach, non-observance or non-performance 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.
21. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall it be considered 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.
22. 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 registered post to or delivered at the Premises or the Tenant's last known registered office and, if to be served on the Landlord, be sufficiently served if addressed to the Landlord and sent by prepaid registered post to or delivered at the address given above or the Landlord's last known registered office. A notice sent by post shall be deemed to have been received by the Tenant or the Landlord (as the case may be) at the time when in due course of post it would be delivered at the address to which it is sent.
23. The headings herein are intended for guidance only and shall not form any part of this Agreement. No provisions hereof shall be construed or interpreted by reference thereto or in any way affected or limited thereby.
24. Unless the context otherwise requires, words herein importing the masculine gender shall include the feminine and neuter genders and words herein in the singular shall include the plural and vice versa.



25. If any provision of this Agreement shall be adjudged by any authority or court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of the provisions herein shall not be affected but remain in full force and effect.
26. The Tenant acknowledges that no fine, premium, key money or other consideration has been paid by the Tenant to the Landlord for the grant of this tenancy.
27. Notwithstanding anything herein contained, the parties hereto hereby expressly declare that they are fully aware that:
  - 27.1 This Agreement is conditional upon the written consent of the Mortgagee (if any) being obtained and in the event of the Mortgagee (if any) failing or refusing to give such consent as aforesaid, this Agreement shall become null and void and the Tenant shall immediately vacate the Premises and all sums already paid hereunder by the Tenant to the Landlord covering the period after the determination of this Agreement shall be returned to the Tenant without interest or compensation.
  - 27.2 Notwithstanding the payment of the rent and security deposit (if any) by the Tenant hereunder and the Tenant's entry into possession of the Premises, no relationship of the landlord and tenant is created hereunder unless and until the consent of the Mortgagee (if any) shall have been obtained.
  - 27.3 No rent is payable in advance for any period greater than one (1) calendar month.
28. The Tenant hereby expressly waives its right (if any) to claim against the Mortgagee (if any) for the return of the security deposit paid by the Tenant hereunder in the event of the Mortgagee (if any) entering into possession of the Premises in exercise of its rights and powers conferred by any mortgage or charge affecting the Premises.
29. The Landlord does not warrant that the Premises are fit for the purposes for which they are let or for any other purpose whatsoever intended to be used by the Tenant and the Landlord shall not be responsible or liable to the Tenant for any damage or loss in respect thereof.
30. The Tenant hereby declares and confirms that it has duly inspected the Premises and is satisfied with the current state and condition of the Premises and the fixtures and finishes provided therein (if any). The parties hereto agree that the Premises shall be delivered and let to the Tenant by the Landlord in accordance with the Special



Conditions set out in the Second Schedule hereto and no warranty or representation whatsoever has been given or is made by the Landlord or its agents regarding the Premises or the Building and in particular, but without limitation, regarding:

- 30.1 The fittings and finishes or the installation and appliances (if any) in the Premises or the Building.
- 30.2 The state and condition of the Premises or the Building and the user thereof.
- 30.3 The composition of the Building.
31. The Landlord shall have the right from time to time and at any time without the same constituting an actual or constructive eviction of the Tenant and without incurring any liability to the Tenant in respect thereof to erect, install, restrict or alter the arrangement, location or accessibility of entrances, staircases, landings, passages, doors, doorways, corridors, lobbies, lifts, escalators, lavatories, counters, showcases, directory boards or other common areas of the Building or any service or apparatus or installation serving the Building.
32. The Landlord shall be entitled to restrict, designate, cordon off or partition any part of the common areas or common facilities for the sole use of any tenant of the Building and the Tenant shall not raise any objection thereto and shall not have any recourse against the Landlord in any manner whatsoever. Without prejudice to the generality of the foregoing, the Landlord may permit any person or organisation to hold any function or exhibition or display any merchandise in any part of the common areas of the Building at such times and upon such terms and conditions as the Landlord may in its absolute discretion think fit.
33. The Landlord does not warrant or represent that the Premises comply with the Fire Safety (Commercial Premises) Ordinance (Cap. 502). The Tenant shall be responsible and shall bear the cost for complying with the provisions including but not limiting to the main door and sprinkler heads.
34. The Tenant hereby expressly agrees with the Landlord not to put any goods outside the Premises at any time and in the event of breach by the Tenant of this Clause, the Landlord, its authorised agent, servant or representative shall have the right to seize the goods so placed outside the Premises and to dispose of them in such manner as the Landlord considers fit at the Tenant's sole cost and the Tenant shall be deemed to have abandoned all its proprietary rights or interests in the goods seized to the Landlord but without prejudice to the Landlord's right to determine this Agreement or to release the



goods so seized to the Tenant subject to the Tenant's payment of a handling fee at an amount to be determined by the Landlord. The Tenant further agrees to indemnify the Landlord in respect of all liabilities, damage and cost which the Landlord may sustain as a result of the Tenant's breach of this Clause which shall survive the determination of this tenancy.

35. If the Landlord shall resolve to sell, demolish, rebuild or refurbish the Building (which intention to sell, demolish, rebuild or refurbish shall be sufficiently evidenced by a copy of a resolution of its directors certified to be a true and correct copy by its director or secretary), the Landlord shall be entitled to give six (6) calendar months' written notice to determine this Agreement and immediately upon the expiration of such notice, this tenancy including option to renew (if any) shall cease to have effect and be void (notwithstanding that the option has been exercised) 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, terms or conditions herein.
36. In the event of the Tenant's material breach of any of the agreements, terms or conditions herein contained and on the Tenant's part to be observed and performed and the Tenant having failed to reinstate or rectify the breach as the case may be after the Landlord has given at least seven (7) days' written notice to the Tenant, the Landlord may at its sole absolute discretion forthwith determine this Agreement without prejudice to any right of action or any remedy of the Landlord for such breach of the Tenant in addition to its right to forfeit the security deposit.
37. To the extent that the Tenant may lawfully do so, the Tenant hereby expressly agrees to deprive itself of all rights (if any) to protection against eviction or ejection provided by any existing legislation or by any future enactment in substitution or amendment thereof or addition thereto to the intent that the Tenant shall deliver up vacant possession of the Premises to the Landlord at the expiration or sooner determination of the Term notwithstanding any rule of law or equity to the contrary.
38. The Tenant shall keep the contents of this Agreement and the Landlord's trade secrets strictly confidential, and shall prevent theft of the same by any third party. Any use of the same beyond the purposes hereof shall be prohibited. This Clause shall survive the determination of this tenancy.
39. Each party shall bear its own legal costs and disbursements for negotiation, preparation and execution this Agreement and all related documents. The stamp duty chargeable in respect of this Agreement and its counterpart and any registration fee for registering



this Agreement and its counterpart in the Land Registry shall be borne by the Landlord and the Tenant in equal shares.

40. This Agreement sets out the full agreement between the parties hereto and no other representations or warranties have been made relating to this Agreement, the Premises or the Building and if any such representation or warranty had been made or implied, the same is hereby waived. This Agreement is made in duplicate. Each party shall hold one copy and both copies shall have the same legal effect.
41. All schedules and annexes (if any) hereto shall be an integral part of this Agreement. In the event of conflict between the schedules and the terms and conditions of this Agreement, the schedules shall prevail.
42. This Agreement shall be governed by the laws of the Hong Kong Special Administrative Region and the parties hereto shall submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
43. The Tenant has sought independent legal advice in relation to this Agreement, and fully understands all the contents herein prior to execution.





## THE FIRST SCHEDULE

### PART I

Landlord: ULTRA POWER CORPORATION LIMITED (越能有限公司) (Company No.2620867) whose registered office is situate at 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> and 27<sup>th</sup> Floors, Metropole Square, No.2 On Yiu Street, Shek Mun, Shatin, New Territories.

Tenant: 3D-GOLD MANAGEMENT SERVICES LIMITED (金至尊管理服務有限公司) (Company No.1335277) whose registered office is situate at Units 06-11 on 15<sup>th</sup> Floor, Metropole Square, No.2 On Yiu Street, Shek Mun, Shatin, New Territories.

### PART II

Premises: Units 6, 7, 8, 9, 10, 11, 12, 15 and 16 on 15<sup>th</sup> Floor of Metropole Square, No.2 On Yiu Street, Shek Mun, Shatin, New Territories erected on Sha Tin Town Lot No.420.

### PART III

Term: Two Years and Eleven Months commencing on the 1<sup>st</sup> day of August 2024 and expiring on the 30<sup>th</sup> day of June 2027 (both days inclusive)

### PART IV

Rent: Hong Kong Dollars Two Hundred Sixty-One Thousand Five Hundred and Thirty-Three Only (HK\$261,533.00) per calendar month

Management and

Air-conditioning fees: Hong Kong Dollars Thirty Nine Thousand Five Hundred And Eighty One Only (HK\$39,581.00) per calendar month

Rates: To be assessed by the Government of Hong Kong Special Administrative Region or any relevant authority.



Government rent: To be assessed by the Government of Hong Kong Special Administrative Region or any relevant authority.

**PART V**

User: Restricted to office use only

Trade name: Not applicable

**PART VI**

Security deposit: Hong Kong Dollars Three Hundred and One Thousand One Hundred and Fourteen Only (HK\$301,114.00), equivalent to one (1) calendar month's rent and one (1) calendar month's management and air-conditioning fees.



**THE SECOND SCHEDULE**

**SPECIAL CONDITIONS**

- 1 The Premises shall be delivered and let to the Tenant by the Landlord on an “as-is” basis on the commencement date of the Term.



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

SIGNED by SHIRLEY WONG )  
 )  
for and on behalf of the Landlord in the )  
presence of: LEUNG CHUN WAI )  
Ken

For and on behalf of  
**ULTRA POWER CORPORATION LIMITED**  
**越能有限公司**  
Shirley Wong  
.....  
Authorized Signature(s)

SIGNED by IRENE CHEUNG )  
 )  
for and on behalf of the Tenant in the )  
presence of: TEOH AI ENG )  
Irene

For and on behalf of  
金至尊管理服務有限公司  
3D-GOLD Management Services Limited  
Irene Cheung  
.....  
Authorized Signature(s)

RECEIVED on the day and year first above )  
written from the Tenant the sum of Hong )  
Kong Dollars Three Hundred and One )  
Thousand One Hundred and Fourteen Only )  
(HK\$301,114.00) being the security deposit )  
payable by the Tenant to the Landlord. )

For and on behalf of  
**ULTRA POWER CORPORATION LIMITED**  
**越能有限公司**  
Shirley Wong  
.....  
Authorized Signature(s)

