

QUOTATION NOTICE**INVITATION TO QUOTATION FOR A TENANCY OF THE
GOVERNMENT PROPERTY AT SHOP NO. 5 ON THE DEPARTURE
LEVEL, DECK 2, INNER PIER OF HONG KONG – MACAU
FERRY TERMINAL, SHEUNG WAN, HONG KONG
(Quotation Reference No.: MFT2001)**

Quotations are invited for a tenancy of the property of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") situate at Shop No. 5 on the Departure Level, Deck 2, Inner Pier of Hong Kong - Macau Ferry Terminal, Sheung Wan, Hong Kong (hereinafter referred to as "the Terminal") comprising a total floor area of 4.8 square metres or thereabouts (hereinafter referred to as "the Premises") which is for identification purpose only shown coloured pink on the plan (Plan No. MFT2001) annexed to the form of Tenancy Agreement annexed hereto (hereinafter referred to as "the Form of Tenancy Agreement") for a term of three years commencing on a date to be specified by the Senior Marine Officer/Ferry Terminals, Marine Department for the purpose of use and operation as a money exchange store only on such terms and conditions as set out in the Form of Tenancy Agreement.

2. **The Government does not bind itself to accept the highest quotation or any quotation submitted. The Government reserves the right to negotiate with any bidder about the terms and conditions of the offer including the fixed monthly rental (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other outgoings whatsoever) offered by the bidder in paragraph 1 of the Form of Quotation annexed hereto (hereinafter referred to as "the Form of Quotation"). The Government will consider the past or current performance of the bidders as tenants of the Government both in examining any quotation submitted and in deciding whether or not to award the quotation. The decision of the Government on whether or not to award the quotation shall be final.**

3. Bidders **MUST** state in the Form of Quotation the **FIXED** monthly rental (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other outgoings whatsoever) they are prepared to offer to the Government for the tenancy of the Premises. **Any quotation submitted which is not in conformity with the requirement set out in this paragraph will not be considered by the Government.**

4. A quotation **must** be:

- (a) made in the Form of Quotation; and
- (b) enclosed in a sealed envelope addressed to "The Chairman, Quotation Opening Committee, Government Dockyard, Marine Department" and clearly marked: "Quotation for a

Tenancy of the Government Property at Shop No. 5 on the Departure Level, Deck 2, Inner Pier of Hong Kong - Macau Ferry Terminal, Sheung Wan, Hong Kong (Quotation Reference No.: MFT2001)” on the outside of the envelope.

Any quotation submitted which is not in conformity with the requirements set out in this paragraph 4 will not be considered by the Government.

5. (a) A quotation **MUST** be deposited in the **Marine Department Quotation Box placed at Ground Floor, Block K, Government Dockyard, Stonecutters Island, Ngong Shung Road, Sham Shui Po, Kowloon, Hong Kong (“the Specified Quotation Box”)** before 11:00 a.m. (Hong Kong time) on **the 9th day of January 2025 (“the Quotation Closing Date”)**. In case a tropical cyclone warning signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions” announced by the Government is/are in force at any time between 9:00 a.m. and 11:00 a.m. (Hong Kong time) on the **Quotation Closing Date**, the Quotation Closing Date will be postponed to 11:00 a.m. (Hong Kong time) on the following working day (a working day means a day in a calendar year but excluding Saturdays and general holidays within the meaning of the General Holidays Ordinance (Cap. 149)) on which no tropical cyclone warning signal No. 8 or above is hoisted and no black rainstorm warning signal and “extreme conditions” announced by the Government is/are in force for any duration between 9:00 a.m. and 11:00 a.m. (Hong Kong time).

In case of blockage of the public access to the location of the Specified Quotation Box at any time between 9:00 a.m. and 11:00 a.m. (Hong Kong time) on the **Quotation Closing Date**, the Government will announce extension of the Quotation Closing Date until further notice. In such case, the Government will announce the extended quotation closing date as soon as practicable after the removal of the blockage. The above announcements will be made via press releases on the website of the Information Services Department (<https://www.info.gov.hk/gia/general/today.htm>). **Any quotation submitted which is not in conformity with the requirement set out in this paragraph 5(a) will not be considered by the Government.**

- (b) Late quotations and quotations not deposited in the Specified Quotation Box will not be considered by the Government.

- (c) The Form of Quotation submitted by a bidder must be signed or executed by the bidder. **Any Form of Quotation submitted which is not in conformity with the requirement set out in this paragraph 5(c) will not be considered by the Government.**
- (d) Save and except the insertion of the requisite information and particulars at the spaces as indicated in the Form of Quotation, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement. The Government may not consider or assess any quotations submitted which did not comply with the requirement contained in this paragraph 5(d) or any quotations submitted with any insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement.

6. All bidders should submit all the required information and documents including but not limited to the documents as referred to in paragraph 10 of this Quotation Notice before the Quotation Closing Date or such other date as the Quotation Closing Date may be postponed or extended according to paragraph 5(a) of this Quotation Notice (“the Extended Quotation Closing Date”). The Government reserves the right to request the bidder to make clarification in relation to the quotation submitted or submit the required information or document which is found missing in the quotation submitted within a stipulated period after the Quotation Closing Date or the Extended Quotation Closing Date (as the case may be). If no such request has been made by the Government or the bidder fails to make the requested clarification or submit the requested information or document within the stipulated period in the request, quotation evaluation would be conducted based on the available information and documents.

7. BIDDERS shall SUBMIT WITH THEIR QUOTATIONS **a CASHIER’S ORDER or a CHEQUE** for an amount in Hong Kong currency equivalent to **one month of the fixed monthly rental offered** made payable to “**The Government of the Hong Kong Special Administrative Region**”. If a cashier’s order is submitted, it must be issued by a bank which shall be a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, **it must be certified good by the bank** on which it is drawn (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) for payment up to the 8th day of May 2025. All cashier’s orders or cheques will be retained uncashed until a decision has been made on the quotations submitted. If a quotation is accepted, the cashier’s order or cheque submitted therewith will be treated as **part payment of the security deposit** as required under the Tenancy Agreement to be entered into between the Government and the successful bidder under paragraph 11 of this Quotation Notice. The cashier’s orders and cheques of unsuccessful bidders will be returned to them at the respective addresses shown on their respective quotations. The Government reserves the right to seek clarification from the bidder on the submission of cashier’s order or cheque by

the bidder. In the event that clarification is requested by the Government for the submission of cashier's order or cheque by the bidder, the bidder should respond by the date specified in the Government's request or if no date is specified in the Government's request, within one week from the date of the Government's request. If within the time prescribed aforesaid, the bidder fails to respond to the Government's request or fails to submit the required cashier's order or cheque that complies with the requirements set out in this paragraph 7 pursuant to the Government's request, **the quotation submitted by the bidder will not be further considered by the Government.**

8. Quotations will only be accepted from bidders who will carry on business and occupy the Premises for their own use, and no assignment, subletting, underletting, or parting with the possession of the Premises or any part thereof or any interest therein will be permitted.

9. (a) A bidder which is a subsidiary company must clearly state the name of its holding company and its correspondence address, the name of its contact person, its telephone number and facsimile number. **Any quotation submitted which is not in conformity with the requirement contained in this paragraph 9(a) will not be considered by the Government.**
- (b) The person who signs a quotation as a bidder shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name(s) of the contact person(s) of his principal in Part C of the Information of bidder in the Form of Quotation.
- (c) If the bidder is a sole proprietor, the quotation must be made in the name of such sole proprietor trading as a firm or business in sole proprietorship. If the bidders are a firm or other body unincorporated, the quotation must be made in the name of such persons trading as a firm or business in partnership or body unincorporated. **Any quotation submitted which is not in conformity with the requirement contained in this paragraph 9(c) will not be considered by the Government.**
- (d) After the award of the quotation, the Government shall have the right to disclose the identity of the successful bidder and its holding company (if any) in response to public/media enquiries. The Government reserves the right to announce the quotation results including but not limited to the name of the successful bidder without the need to seek the prior agreement of the successful bidder and its holding company (if any).

10. (a) **A bidder who is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership or body unincorporated should submit a copy of the valid Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business or body unincorporated.**
- (b) **A bidder which is a corporate body should submit one copy each of the valid Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), the Notice of Change of Company Secretary and Director (if any) and the Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of the current shareholders and directors of the company.**

11. If a quotation is accepted, the successful bidder shall be the tenant of the Premises and he shall be notified of the acceptance of his quotation by a letter of acceptance from the Government posted to him at or delivered to the address stated in his Form of Quotation. The letter of acceptance shall constitute a binding contract. Subsequent to the issue of the letter of acceptance by the Government, the successful bidder shall within 14 days of being called upon by the Government by a letter posted to him at or delivered to the address stated in his Form of Quotation so to do (i) sign or in the case of a corporate body duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Marine Department a tenancy agreement (“the Tenancy Agreement”) based on the Form of Tenancy Agreement and the plan annexed thereto which shall incorporate such changes as may be made by the Government pursuant to the quotation of the successful bidder and the Date of Commencement (as defined in the First Schedule to the Tenancy Agreement) (if known on or before the date of the signing of the Tenancy Agreement by the successful bidder), and (ii) pay to the Government the **balance of security deposit, first month’s rent, management fees and air-conditioning charges** due under the Tenancy Agreement. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made by or on behalf of a partnership or sole proprietorship, each partner (in the case of partnership) or the sole proprietor (in the case of sole proprietorship) shall sign or execute the Tenancy Agreement and the plan annexed thereto. If the successful bidder shall fail to duly sign or execute the Tenancy Agreement and the plan annexed thereto or pay the **balance of security deposit, first month’s rent, management fees and**

air-conditioning charges to the Government within the time limit as aforesaid, the Government may either enforce or cancel the quotation. On cancellation, the sum submitted with the successful quotation as **part payment of security deposit** and any sum paid as balance of security deposit shall, without prejudice to the Government's right of action for damages for breach of contract, be wholly and absolutely forfeited to the Government as liquidated damages and not as a penalty and the Government shall be at liberty to grant a tenancy of the Premises to other parties or invite quotations or otherwise deal with the Premises at such time and in such manner as the Government shall deem fit.

12. Subject to the due signing or execution of the Tenancy Agreement and the plan annexed thereto, and to the payment of the **balance of the security deposit, first month's rent, management fees and air-conditioning charges** as hereinbefore provided, possession of the Premises will be given to the successful bidder on the Date of Commencement (as defined in the First Schedule to the Tenancy Agreement) which will not be later than three calendar months from the date on which the Tenancy Agreement and the plan annexed thereto are signed or executed by the Tenant and the Government. The successful bidder will be notified by a letter from the Senior Marine Officer/Ferry Terminals, Marine Department of the date on which possession will be so given and the date from which the term of the tenancy shall commence.

13. All quotations submitted shall remain valid and open for acceptance from the Quotation Closing Date or the Extended Quotation Closing Date (as the case may be) until the 8th day of May 2025 and shall remain binding upon the bidders and may be accepted by the Government at any time up to the expiry of the said validity period. The Government will consider and assess all quotations submitted which comply with all the terms and requirements of this Quotation Notice.

14. (a) A bidder and his directors, employees and agents should not communicate to any person other than the Marine Department the amount of fixed monthly rental offered, adjust the amount of fixed monthly rental offered by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not offer or otherwise collude with any other person in any manner whatsoever in the quotation process until the quotation is awarded. If a bidder is in breach of or fails to comply with this paragraph or is in breach of his warranty given in paragraph 7 of the Form of Quotation, without affecting his liability for such breach or non-compliance, the Marine Department may invalidate his quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Marine Department's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

- (b) Paragraph 14(a) hereof shall have no application to the bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the rent offered and communications in strict confidence with his consultants or professional advisors to solicit their assistance in preparation of quotation submission.

15. Bidders and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201)) to any employee of the Marine Department as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the quotation exercise. If a bidder or his director, employee or agent offers any advantage as defined in the said Ordinance to any employee of the Marine Department as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the quotation exercise or commits any offence under the said Ordinance in relation to the quotation exercise, the Marine Department will invalidate its quotation without payment of any compensation and any payment of security deposit, first month's rent, management fees and air-conditioning charges made will not be refunded. The bidder will also be liable for all expenses including but not limited to the Marine Department's costs and expenses in the present quotation exercise and any subsequent quotation(s) exercise arising from or incidental to the invalidation.

16. Bidders shall note, observe and comply with the additional terms and conditions as specified in the Schedule hereto.

17. The successful bidder shall accept the Premises in such state and condition as existing on the date on which possession of the Premises is given and all bidders are advised to inspect the Premises and conduct a survey of the Premises at their own costs to ascertain the physical condition or state or safety of the Premises prior to submitting the quotation. If bidders wish to conduct a site inspection of the Premises, they shall on or before the 2nd day of January 2025 contact the officer referred to in paragraph 20 of this Quotation Notice for arrangement.

18. The result of the quotation exercise will be available on or before the 8th day of May 2025. Bidders who do not receive any notification from the Government of the acceptance of their offers by the said date may consider their quotations not being accepted.

- 19. (a) **In addition to name and address, the bidder should provide his telephone number, facsimile number and Business Registration Number, and in the case of a sole proprietorship/partnership/body unincorporated, the identity document number of the sole proprietor/ all the partners, in case of a**

corporate body, its Company Number. If he fails to provide the above data, the Government may not consider his quotation;

- (b) All personal data submitted by bidders together with any information of the bidders' performance or breach of any terms and conditions of the tenancy of any Government sites or premises, whether past, current or future (collectively "data and information") will be used (including disclosed or announced in the quotation results in accordance with paragraph 9(d) of this Quotation Notice) for the purpose of this quotation exercise by the Government and may be transferred by the Marine Department to other Government departments to be used for such purpose. The data and information may also be used for consideration of other quotations by the Government at any time and the data and information may be transferred by the Marine Department to other Government departments to be used for such purpose; and**

- (c) An individual to whom the personal data belongs has a right to request access to and correct his personal data in the Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486). Any such request shall be made to the Personal Data (Privacy) Officer of the Marine Department at the address stated in paragraph 20 of this Quotation Notice.**

20. Any enquiry in relation to this quotation should be addressed to:

Marine Department,
3/F., Shun Tak Centre,
200 Connaught Road Central,
Hong Kong
(Attn : Mr. Philip WONG
Tel. No.: 2547 1121 and Fax No.: 2559 4976)

21. It is hereby specifically declared by the Government that any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective bidder shall be for guidance and reference purposes only. Such statement shall not be deemed to form part of this Quotation Notice and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Quotation Notice or the Form of Tenancy Agreement.

22. (a) Notwithstanding anything to the contrary in this Quotation Notice

and without prejudice to the Government's right to cancel the invitation for quotation, at any time after the Quotation Closing Date or the Extended Quotation Closing Date (as the case may be) but before a quotation is accepted, the Government reserves the right to cancel the quotation exercise under this Quotation Notice on the ground that (i) it is in the public interest not to accept any quotation submitted or make any award of the Tenancy Agreement; or (ii) there are changes in requirement or circumstances after the Quotation Closing Date or the Extended Quotation Closing Date, as the case may be, and not to accept any quotation submitted or make any award of the Tenancy Agreement for operational or whatever reasons. The decision of the Government to cancel the quotation exercise under this Quotation Notice or not to make any award of the Tenancy Agreement shall be final and conclusive and shall be binding on the bidders. Upon cancellation, the cashier's orders and cheques referred to in paragraph 7 of this Quotation Notice will be returned to the bidders at their respective addresses shown on their respective quotations and the bidders shall have no right to claim compensation in any form from the Government arising from or incidental to the cancellation.

- (b) The Government shall have the right to arrange for a new quotation exercise in respect of the Premises on such terms and conditions as the Government considers fit subsequent to the cancellation of the quotation exercise under this Quotation Notice.
- 23.
 - (a) This Quotation Notice shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"). The bidders and the Government shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Quotation Notice.
 - (b) If a quotation is accepted, then the quotation together with the letter of acceptance referred to in paragraph 11 above shall constitute a binding agreement between the successful bidder and the Government. The said binding agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the successful bidder and the Government shall submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the said binding agreement.
- 24.
 - (a) Notwithstanding anything to the contrary in the Quotation Notice, the Government may disqualify a bidder if:
 - (i) the bidder or any Related Person has engaged or been involved

in, or is engaging or being involved in, any Offending Conduct;

- (ii) in the reasonable opinion of the Government, the disqualification is necessary in the interest of national security, or is necessary to protect the public interest (including public morals, public order or public safety) of Hong Kong.
- (b) The decision of the Government to disqualify a bidder pursuant to any provision of this Invitation shall be final, conclusive and binding on the bidder, and the bidder shall not be entitled to claim any compensation against the Government arising out of or in connection with such disqualification.
- (c) In this paragraph 24:
- (i) “National Security Laws” means all laws and legislation relating to safeguarding of national security which are from time to time in force in or applicable to Hong Kong, including the Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance;
 - (ii) “offence endangering national security” has the meaning given to it under the Safeguarding National Security Ordinance (6 of 2024);
 - (iii) “Offending Conduct” means any act or activity that:
 - (1) constitutes or causes the occurrence of any offence endangering national security;
 - (2) in the reasonable opinion of the Government, is likely to constitute or cause the occurrence of any offence endangering national security; or
 - (3) in the reasonable opinion of the Government, is otherwise contrary to the interest of national security or public interest (including public morals, public order and/or public safety) of Hong Kong;
 - (iv) “Related Person” means:
 - (1) the principal of the bidder;

- (2) any member, officer, employee or agent of the bidder;
and
 - (3) any sub-contractor of the bidder in relation to the bidder's operation of the item described as the "Purposes for which the Premises shall be used" in the First Schedule of the form of Tenancy Agreement.
- (d) For the avoidance of doubt, each of the word "engage" and "involve", and any variation of the word shall include but not be limited to the act of aiding, abetting, counselling, inciting, promoting or procuring.

25. The Government reserves the right to amend the terms and conditions of this Quotation Notice, the Form of Quotation and the Form of Tenancy Agreement annexed hereto. Any amendments to the said documents will be in writing in the form of addendum and will be forwarded by post to all prospective bidders known to the Government to be in receipt of a copy of the said documents from the Government.

26. A Chinese translation of this Quotation Notice and the Form of Quotation is attached. In the event of any doubt or dispute in the interpretation of this Quotation Notice and the Form of Quotation or discrepancy between the English and Chinese versions of this Quotation Notice and the Form of Quotation, the Government's intention as expressed in the English version shall prevail.

The Schedule

1. The management fees and air-conditioning charges of the Premises are currently determined at the sum of HK\$710.00 per calendar month. Such fees and charges may be increased or revised from time to time by the Government in accordance with the provisions of the Tenancy Agreement based on similar terms as Clause (2)(i) of the Form of Tenancy Agreement.

2. Bidders are advised to note that:
 - (a) under Special Condition No. (5)(a) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, no partition to be erected or installed on, within or along the perimeters of the Premises shall exceed the height of 2.2 metres as measured from the floor level or such other height as may be approved in writing by the Landlord;

 - (b) pursuant to Special Condition No. (5)(b)(i) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder shall submit to the Landlord and the Director of Architectural Services all drawing, plans and specifications (including perspective drawings, plan drawings and electrical schematic drawings) for written approval prior to the commencement of any fitting out works to the Premises;

 - (c) pursuant to Special Condition No. (8) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Landlord shall have the right to close and prohibit access to the Terminal or the Premises, or any part thereof, without prior notice to the Tenant, i.e. the successful bidder, at such time and for such duration as it shall in its absolute discretion see fit by reason of any emergency or for any other reason which the Landlord considers proper or sufficient. In the event of such closure, the Tenant shall not be entitled to claim any compensation therefor whatsoever;

 - (d) under Special Condition No. (38)(a) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, acknowledges that renovation works including the renovation of external walls and canopy (if any) of the Terminal may be carried out during the term of the tenancy hereby created by the Tenancy Agreement. The Tenant shall follow and accept the temporary arrangements caused by such renovation works as advised by the Landlord. The Tenant agrees to the erection of such temporary

structures by the Landlord inside or outside the Terminal or in front of the Premises for the purposes of carrying out the said renovation works;

- (e) pursuant to Special Condition No. (39) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, the Tenant, i.e. the successful bidder, shall carry on and operate the Business (as defined in Clause (2)(j) of the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement) on the Premises during such hours as may be specified by the Landlord from time to time so that the relevant provision of retail or service to the public through the Business will be provided in all respects to the satisfaction of the Director. Such hours may be revised or varied by the Landlord from time to time at his absolute discretion, and which may be specified as 24 hours every day. In the event of any variation of the opening days and/or hours of the Business, the Tenant shall not be entitled to any compensation whatsoever or refund of the rent, management fees, air-conditioning charges, electricity charges or other charges already paid or any part thereof and the Tenant shall not be entitled to any reduction of the rent, management fees, air-conditioning charges, electricity charges or other charges;
- (f) pursuant to Special Condition No. (45) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, within six calendar months from the Date of Commencement (as defined in the First Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement), the Tenant, i.e. the successful bidder shall at his own expense obtain the Terminal Pass for his staff from the Landlord in connection with the use and occupation of the Premises. In the event that the Tenant fails to obtain the said Terminal Pass within six calendar months from the Date of Commencement (as defined in the First Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement) or fails to renew the said Terminal Pass during the term of the tenancy, the Landlord may at any time terminate the tenancy by giving one calendar month's prior notice in writing to the successful bidder to that effect without any compensation whatsoever payable by the Government to the Tenant; and
- (g) Special Condition No. (2) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement sets out the terms and conditions governing the deposit of security deposit with the Government by the Tenant, i.e. the successful bidder, and the refund of the said deposit upon expiration

or sooner determination of the tenancy. In particular, pursuant to Special Condition No. (2)(a) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, **the security deposit (which sum is equivalent to three months' fixed monthly rental offered by the successful bidder in paragraph 1 of the Form of Quotation or as may be agreed by the Government and the successful bidder after negotiation in accordance with paragraph 2 of this Quotation Notice)** paid by the Tenant will be deposited with the Landlord as security for the due payment of the rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings under the Tenancy Agreement and the due payment of the rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the Government to the Tenant (hereinafter referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations reserved and contained in the Tenancy Agreement and in Other Agreements. Pursuant to Special Condition No. (2)(b) of the Third Schedule to the Form of Tenancy Agreement which will be incorporated in the Tenancy Agreement, at the expiration or sooner determination of the tenancy, if there shall be any rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings contained in the Tenancy Agreement and any interest payable thereon and/or any rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings payable under Other Agreements and any interest payable thereon in arrears, the Government may apply such security deposit towards payment of such arrears, and the Government shall be entitled to deduct the amount(s) from such security deposit for payment of such arrears to the Government or other corporation (as the case may be) or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained in the Tenancy Agreement or in Other Agreements, the Government may apply such security deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Government may have against the successful bidder by reason of the breach and shall only pay the balance (if any) of the said security deposit to the successful bidder.

報價公告

報價邀請書

香港上環港澳碼頭

內碼頭第 2 層離港層第 5 號鋪位的政府物業租用權

(報價編號：MFT2001)

現按本報價公告及夾附租約大綱(以下簡稱「租約大綱」)所臚列的條款及條件，邀請就香港上環港澳碼頭(以下簡稱「該碼頭」)內碼頭第 2 層離港層第 5 號鋪位的中華人民共和國香港特別行政區政府(以下簡稱「政府」)物業(以下簡稱「該處所」)租用權提交報價書。該處所的整體樓面面積約 4.8 平方米，位置於租約大綱夾附的圖則(圖則編號：MFT2001)內以粉紅色標示，以資識別。該處所只可按照租約大綱所指明的租約內所訂明的條款及條件用作經營外幣兌換店。租期為三年，由海事處高級海事主任／客運碼頭指定的日期起生效。

2. 政府不一定接納出價最高的報價書或任何一份報價書。政府保留權利，可與任何競投人士商議批出租約的條款及條件，包括競投人士在夾附的報價表格內第 1 段所填寫的固定月租(不包括差餉、管理費、空調費、電費及任何其他支出)(以下簡稱「報價表格」)。政府在審核任何一份報價書及決定是否批出報價書時，將會考慮競投人士過往或現時作為政府物業承租人的表現。政府就是否批出報價書所作的決定，屬最終決定。

3. 競投人士必須在報價表格內填寫為承投該處所租用權而提議向政府繳付的固定月租(不包括差餉、管理費、空調費、電費及任何其他支出)。不符合本段所載規定的報價書，政府一概不予考慮。

4. 報價書必須：

(a) 採用報價表格填寫；以及

(b) 放入信封內封密，信封面書明「海事處政府船塢拆閱報價書委員會主席收」，並清楚註明「就香港上環港澳碼頭內碼頭第 2 層離港層第 5 號鋪位的政府物業租用權提交報價書(報價編號：MFT2001)」。

不符合本段(第 4 段)所載規定的報價書，政府一概不予考慮。

5. (a) 報價書必須在二零二五年一月九日(以下簡稱「遞交報價書截止日期」)上午十一時(香港時間)前，放入香港九龍深水埗昂船洲

昂船路政府船塢 K 座地下的海事處報價書收集箱(以下簡稱「指定報價書收集箱」)內。若在遞交報價書截止日期當天上午九時至上午十一時(香港時間)期間正懸掛八號或以上熱帶氣旋警告信號，或黑色暴雨警告或政府公布的「極端情況」正在生效，遞交報價書截止日期將延至在上午九時至上午十一時(香港時間)期間改發八號以下熱帶氣旋警告信號，或黑色暴雨警告信號或政府公布「極端情況」停止生效後的首個工作天(工作天指曆年中的一日，但不包括星期六及《公眾假期條例》(第 149 章)所指的公眾假期)上午十一時(香港時間)。

若在遞交報價書截止日期當天上午九時至上午十一時(香港時間)期間的任何時間內，前往指定報價書收集箱所在地點的公眾通道受阻，政府會宣布推遲遞交報價書截止時間，直至另行通知。當通道重開後，政府會盡快公布已推遲的遞交報價書截止日期。上述公布事項會於政府新聞處網頁(<https://www.info.gov.hk/gia/general/today.htm>)以新聞稿方式宣布。不符合本段(第 5(a)段)所載規定的報價書，政府一概不予考慮。

- (b) 逾期遞交及未有投入指定報價書收集箱的報價書概不受理。
- (c) 競投人士遞交的報價表格必須由競投人士妥為簽署或簽立。不符合本段(第 5(c)段)所載規定的報價表格，政府一概不予考慮。
- (d) 除在報價表格顯示空位上填寫所需的資料和細節外，不得在本報價公告或報價表格或租約大綱中加插、刪除或改動任何條款或條件。不符合本段(第 5(d)段)所載規定的報價書或競投人士如對本報價公告或報價表格或租約大綱所載的任何條款或條件有所加插、刪除或改動，政府有可能不考慮或評審。

6. 所有競投人士應在遞交報價書截止日期或按本報價公告第(5)(a)段押後或已推遲的遞交報價書截止日期(以下簡稱「已推遲的遞交報價書截止日期」)前遞交全部所需資料及文件(包括但不限於本報價公告第 10 段所指的文件)。政府保留權利，可要求競投人士在遞交報價書截止日期或已推遲的遞交報價書截止日期後的指定期間內(視情況而定)，就所需的資料及文件作補充說明或遞交報價書中遺漏的資料及文件。如政府沒有提出此項要求或競投人士沒有在要求指定期間內作補充說明或遞交報價書中遺漏的資料及文件，則會按所收到的資料及文件評審報價書。

7. 競投人士遞交報價書時，必須附上面額相等於一個月固定月租(按建議租金計算)的港幣銀行本票或支票，支付予「香港特別行政區政府」。如遞交銀行本票，須由根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行發出。如遞交支票，該支票須經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二五年五月八日可獲兌現。政府在對報價書作出決定前，所有銀行本票及支票均不會兌現。如報價書獲接納，隨報價書附上的銀行本票或支票將視作所支付政府與成功競投人士按本報價公告第 11 段簽訂的租約中所規定的部分保證金。落選競投人士的銀行本票及支票將按其報價書所載地址退回。政府保留權利，可要求競投人士就所提交的銀行本票或支票作出補充說明。如須按政府要求就所遞交的銀行本票或支票作出補充說明，競投人士必須在政府指明的日期前回覆；如政府沒有指明日期，則須在政府提出要求的日期起計一個星期內回覆。在上述訂明的時間內，如競投人士沒有回覆政府要求或依循政府要求提交符合第 7 段規定的銀行本票或支票，則政府不會進一步考慮競投人士提交的報價書。

8. 競投人士必須把該處所自用並用作經營業務，政府才會考慮接納其報價書。政府不會准許成功競投人士把該處所或其中任何部分或任何權益轉讓、分租、轉租或放棄其管有權。

9. (a) 競投人士如果是附屬公司，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼及傳真號碼。不符合本段(第 9(a)段)所載規定的報價書，政府一概不予考慮。

(b) 以競投人士身分簽署報價書的人，將被視作以主事人身分行事，除非他在報價表格內聲明僅為代理人。代理人須同時在報價表格內「競投人士資料」C 部，說明主事人的姓名／名稱、地址及聯絡人的姓名。

(c) 如競投人士為獨資經營人，報價書必須以獨資經營商號或業務的該獨資經營人名義填寫。如競投人士為商號或其他非屬法團的團體，則報價書必須以合夥或非屬法團的團體經營商號或業務的該等人士名義填寫。不符合本段(第 9(c) 段)所載規定的報價書，政府一概不予考慮。

(d) 報價書批出後，政府有權應公眾／傳媒的查詢，披露成功競投人士及其控權公司(如有)的身分。政府保留公布報價結果的權利，包括但不限於成功競投人士的姓名／名稱，而無須事先獲得成功競投人士或其控權公司(如有)的同意。

10. (a) 競投人士如屬獨資經營商號或業務；又或屬合夥或非屬法團的團體經營商號或業務，須附上有效商業登記證副本及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視情況而定)姓名的商業登記冊內商號資料摘錄核證本。

(b) 競投人士如以法團身分遞交報價書，須附上以下文件副本各一份：有效商業登記證、公司註冊證明書、組織章程細則、法團成立表格(如在提交報價書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。

11. 如報價書獲接納，成功競投人士即成為該處所的承租人。成功競投人士將獲政府發出接納信通知，通知信會按其在報價表格上填寫的地址以郵遞或專人派遞方式送交成功競投人士。接納信將構成具約束力的合約。成功競投人士須於政府按其在報價表格上填寫的地址以郵遞或專人派遞方式發出通知後十四日內，(i)簽署或(成功競投人士如屬法團)以法團印章並根據成功競投人士成立為法團所在地方的法律或另按適用的法律(須令海事處滿意)妥為簽立以政府可能按成功競投人士報價書作出修改並把修改納入其中的租約大綱及夾附圖則為根據，並將於生效日期(定義見租約附表 1)(如在成功競投人士簽署租約當日或之前已知悉)生效的租約(以下簡稱「租約」)；並(ii)向政府繳付根據上述租約應付的保證金餘數、首月租金、管理費及空調費。如獲選的報價書由代理人代主事人提交，主事人須親身簽署或簽立上述租約及夾附的圖則。如獲選的報價書由合夥公司或獨資經營人提交，則上述租約及夾附的圖則須由每名合夥人(如屬合夥經營)或獨資經營人(如屬獨資經營)簽署或簽立。如成功競投人士未有在上述限期內妥為簽署或簽立上述租約及夾附的圖則，或未有在上述限期內向政府繳付保證金餘數、首月租金、管理費及空調費，則政府可依照是次報價的規則辦理或取消報價書。取消報價書後，隨相關獲選報價書附上作為部分保證金及繳付作為保證金餘數的任何款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響政府就違約而提起損害賠償訴訟的權利。同時，政府有權把該處所的租用權批予他人，或邀請報價，或在其認為適當的時候，以其認為適當的方式處置該處所。

12. 成功競投人士在妥為簽署或簽立上述租約及夾附的圖則，並繳付前述規定的保證金餘數、首月租金、管理費及空調費後，該處所的管有權將於生效日期(定義見租約附表 1)或不遲於承租人及政府簽署或簽立上述租約及夾附的圖則當日起計三個曆月內授予成功競投人士。海事處高級海事主任/客運碼頭會發信通知成功競投人士授予管有權的日期及租約生效日期。

13. 所有報價書由遞交報價書截止日期或已推遲的遞交報價書截止日期(視情況而定)起至二零二五年五月八日有效及可供接納。在上述期限屆滿前，報價書對競投人士具有約束力，並可能隨時獲政府接納。政府會考慮並評審所有符合本報價公告所載全部條款及規定的報價書。

14. (a) 報價書批出前，競投人士、其董事、僱員及代理人不得向海事處以外的任何人傳達建議固定月租的款額、與任何其他人士訂立安排調整建議固定月租的款額、與任何其他人士就他本人或該其他人士應否報價訂立任何安排，或在報價過程中以任何方式與任何其他人士串通。如競投人士違反或未有遵守本段規定，或違反在報價表格第 7 段提出的保證，在不影響競投人士因該項違反或未有遵守規定而負上法律責任的原則下，海事處可宣布其報價書無效而不支付任何補償。此外，競投人士亦須承擔因報價書無效所引致或附帶引起的一切費用(包括但不限於海事處是次報價工作或日後進行任何報價工作的費用)。

(b) 第 14 (a) 段不適用於競投人士為索取保險報價以計算建議租金而向其承保人或保險經紀發出受嚴格保密的通訊，以及為獲得其顧問或專業顧問協助編製報價書而向他們發出受嚴格保密的通訊。

15. 競投人士、其董事、僱員及代理人不得向海事處任何僱員提供任何利益(按《防止賄賂條例》(第 201 章)界定)，作為該僱員在報價事宜上給予協助或運用影響力，或曾經給予協助或運用影響力的誘因或報酬。如競投人士或其董事、僱員及代理人向海事處任何僱員提供該條例所界定的任何利益，作為該僱員在報價事宜上給予協助或運用影響力，或曾經給予協助或運用影響力的誘因或報酬，又或是觸犯該條例下所訂的任何罪行，海事處將宣布其報價書無效而不支付任何補償，並且不會退還任何已繳付的保證金、首月租金、管理費及空調費。此外，競投人士亦須承擔因報價書無效所引致或附帶引起的一切費用(包括但不限於海事處是次報價工作或日後進行任何報價工作的費用)。

16. 競投人士須留意、遵守及服從本公告附表所載的額外條款及條件。

17. 成功競投人士須按授予該處所管有權當日，該處所的情況及狀況接收該處所。所有競投人士請於遞交報價書前，自費視察及勘測該處所，以確定該處所的實際情況、狀況或穩固安全程度。競投人士如欲實地視察該處所，須在二零二五年一月二日或之前與本報價公告第 20 段所述的人員聯絡，以作安排。

18. 報價結果將於二零二五年五月八日或之前公布。競投人士如在該日仍未收到政府通知說明其報價書已獲接納，則可視其報價已經落選。

19. (a) 競投人士除須提供其姓名／名稱及地址外，亦須提供其電話號碼、傳真號碼及商業登記號碼；競投人士如屬獨資經營／合夥／非屬法團的團體，亦須提供個別獨資經營人／所有合夥人的身分證明文件號碼；競投人士如屬法團，則亦須提供其公司編號。如競投人士未能提供上述資料，政府可能不會考慮其報價書；

(b) 競投人士提供的所有個人資料，以及其過往、現在或將來履行或違反任何政府土地或處所租約條款及條件的資料，將供政府考慮是次報價時使用(包括依據本報價公告第 9(d)段在報價結果中披露或公布)；海事處可把該等資料轉交其他政府部門作該用途。競投人士亦同意，該等資料可在任何時間供政府用於考慮其他報價書，又或轉交其他政府部門作該用途；以及

(c) 根據《個人資料(私隱)條例》(第 486 章)，個人資料擁有人有權要求查閱及改正報價表格內所填報的個人資料。請向本報價公告第 20 段所述地址，向海事處的個人資料(私隱)主任提出該等要求。

20. 如對是次報價有任何查詢，請聯絡：

香港干諾道中 200 號

信德中心三樓

海事處

(經辦人：王慶祥先生

電話號碼：2547 1121 及傳真號碼：2559 4976)

21. 政府特此聲明：政府人員對有意競投人士的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。該陳述不得視作構成本報價公告的一部分。該等陳述或行動不得據以或視作闡述、更改、否定、豁免或在其他方面修改本報價公告或租約大綱所列出的任何條款或條件。

22. (a) 即使本報價公告有任何相反條文，但此舉並不影響政府取消本報價邀請的權力，政府保留權利，在遞交報價書截止日期或已推遲的遞交報價書截止日期(視情況而定)後的任何時間至報價書獲接納前，可以隨時基於(i)為公眾利益而不接納任何已提交的報價書或批出租約；或(ii)遞交報價書截止日期或已推遲的遞交報價書截止日期(視情況而定)後相關規定或情況有變，取消本報價公告

的報價工作，以及因運作或任何原因而不接納任何已提交的報價書或批出租約。政府就取消本報價公告報價工作及不批出租約的決定屬最終決定及不可推翻，並對競投人士有約束力。在取消後，本報價公告第 7 段所指的銀行本票或支票將按報價表格上填寫的地址退回競投人士，競投人士無權因是次工作取消所引致或附帶引起的情況，向政府申索任何形式補償。

- (b) 政府有權在本報價公告的報價工作取消後，按政府認為適合的條款及條件就該處所重新安排報價工作。
23. (a) 本報價公告須受中華人民共和國香港特別行政區(以下簡稱「香港」)的法律規管，並按照香港法律詮釋。競投人士和政府須同意就本報價公告所引致的任何事宜，接受香港法院的司法管轄權管轄。
- (b) 報價書如獲接納，報價書連同上文第 11 段提述的接納信構成成功競投人士與政府之間具有約束力的協議。上述具有約束力的協議須受香港法律規管，並按照香港法律詮釋。成功競投人士和政府須同意就上述具有約束力的協議所引致的任何事宜，接受香港法院的司法管轄權管轄。
24. (a) 即使本報價公告有任何相反條文，政府可基於下述情況，取消競投人士的資格：
- (i) 競投人士或任何有關連人士曾經作出或涉及，或正在作出或涉及任何違法行為；
 - (ii) 政府合理地認為為維護國家安全，或為保障香港的公眾利益(包括公共道德、公共秩序或公共安全)，而有必要剔除有關競投人士的資格。
- (b) 政府根據本報價邀請書的條文而取消競投人士資格的決定屬最終決定及不可推翻，並對競投人士有約束力。競投人士無權因取消資格所引致或與之相關的情況，向政府申索任何補償。
- (c) 在本段(第 24 段)中：
- (i) 「國家安全法」指不時在香港生效或適用於香港的所有與維護國家安全有關的法律及法例，包括根據《2020 年全國性法律公布》(2020 年第 136 號法律公告)在香港實施的《中華

《人民共和國香港特別行政區維護國家安全法》及《維護國家安全條例》；

(ii) 「危害國家安全的罪行」具有《維護國家安全條例》(2024年第6號)給予該詞的涵義；

(iii) 「違法行為」指任何下述行為或活動：

- (1) 構成或導致任何危害國家安全罪行的行為或活動；
- (2) 政府合理地認為可能構成或導致任何危害國家安全罪行的行為或活動；或
- (3) 政府合理地認為不利於國家安全或香港的公眾利益(包括公共道德、公共秩序和／或公共安全)的行為或活動；

(iv) 「有關連人士」指：

- (1) 競投人士的主事人；
- (2) 競投人士的任何成員、人員、僱員或代理人；以及
- (3) 與競投人士經營租約大綱附表 1 所述的「處所用途」項目有關的任何分判商。

(d) 為免生疑問，「作出」及「涉及」一詞以及其任何變體詞，包括但不限於協助、教唆、慫恿、煽惑、推動或促致的行為。

25. 政府有權修改報價公告、報價表格及其夾附租約大綱的任何條款及條件。上述文件的修訂形式將為書面形式的增訂附錄，並會以郵寄方式送交據政府所知已取得上述文件的所有有意競投人士。

26. 此為報價公告及報價表格的中文譯本。如對本報價公告及報價表格的詮釋有任何懷疑或爭議，又或本報價公告及報價表格的中英文版本有任何歧義，當以政府在英文本所表達的原意為準。

附表

1. 該處所現時的管理費及空調費定為每曆月港幣 710 元。政府可根據類似租約大綱第(2)(i)條的租約條文不時增加或修訂該等費用及收費。
2. 競投人士須注意：
 - (a) 根據將會納入租約的租約大綱附表 3 特別條件第(5)(a)條，在該處所上、該處所內或該處所周邊豎立或安裝的間隔，高度不得超過從樓面水平量起 2.2 米或由業主書面批准的其他高度；
 - (b) 根據將會納入租約的租約大綱附表 3 特別條件第(5)(b)(i)條，承租人(即成功競投人士)就該處所展開任何裝修工程前，必須事先向業主及建築署署長呈交所有圖則和規格(包括透視圖、詳圖及電路圖)，並取得書面批准；
 - (c) 根據將會納入租約的租約大綱附表 3 特別條件第(8)條，業主有權因任何緊急情況或其認為恰當或充分的任何其他理由，在未有事先通知承租人(即成功競投人士)的情況下，在完全由其酌情認為合適的時間和持續時間內，關閉和禁止進入港澳碼頭或該處所或其任何部分。如有這種關閉的情況，承租人無權就此申索任何補償；
 - (d) 根據將會納入租約的租約大綱附表 3 特別條件第(38)(a)條，承租人(即成功競投人士)須確認知悉，在租約所訂立的租期內，港澳碼頭可能須進行翻新工程，包括外牆和簷篷(如有)翻新工程。承租人須依循和接受業主就有關翻新工程所建議的臨時安排，並同意業主在港澳碼頭內外或該處所前豎設有關臨時構築物，以進行上述翻新工程；
 - (e) 根據將會納入租約的租約大綱附表 3 特別條件第(39)條規定，承租人(即成功競投人士)須不時於業主指定的時段內，在該處所經營該業務(定義見擬納入租約的租約大綱第(2)(j)條)，以便藉該業務向公眾提供有關的零售或服務，並在各方面均令處長滿意。業主可完全由其酌情不時修訂或變更有關時段，並可將有關時段指定為每天 24 小時。如該業務的營業日及／或營業時間有任何更改，承租人無權獲得任何賠償或退回已繳付的租金、管理費、空調費、電費、其他費用或其任何部分，而承租人亦無權獲得租金、管理費、空調費、電費或其他費用的任何扣減；

- (f) 根據將會納入租約的租約大綱附表 3 特別條件第(45)條規定，承租人(即成功競投人士)須在生效日期(定義見將會納入租約的租約大綱附表 1)起計六個曆月內，就使用和佔用該處所一事，自費為其員工取得業主簽發的碼頭禁區通行證。如承租人未能在生效日期(定義見將會納入租約的租約大綱附表 1)起計六個曆月內取得上述碼頭禁區通行證，或在租期內未能為該等碼頭禁區通行證續期，業主可事先給予成功競投人士一個曆月書面通知，隨時終止租約，無須向承租人發放任何補償；以及
- (g) 將會納入租約的租約大綱附表 3 特別條件第(2)條載有條款及條件，規管承租人(即成功競投人士)向政府支付保證金及當租約期滿或提早終止時退還上述保證金。具體而言，根據將會納入租約的租約大綱附表 3 特別條件第(2)(a)條，承租人繳付的保證金(金額相等於成功競投人士在報價表格第 1 段提出的 3 個月固定月租或政府與成功競投人士按本報價公告第 2 段進行商議後同意的金額)會存放於政府，以保證租約大綱訂明的租金、管理費、空調費、電費、差餉、稅項、評稅、費用、關稅及其他支出獲如期繳付，並保證政府已經或將會就任何處所向承租人批出的任何其他租約、租契或牌照協議(以下簡稱「其他協議」)的租金、牌照費、差餉、電費、管理費、稅項、評稅、關稅、費用及其他支出獲如期繳付，以及保證租約大綱及其他協議保留和載有的全部及個別協議、契約、條文、條件、條款及規定得到承租人妥為履行和遵守。按將會納入租約的租約大綱附表 3 特別條件第(2)(b)條，租約期滿或提早終止時，如有欠繳租約大綱所載的任何租金、管理費、空調費、電費、差餉、稅項、評稅、費用、關稅及其他支出，以及任何應繳利息，及／或欠繳其他協議訂明的任何應繳租金、牌照費、差餉、電費、管理費、稅項、評稅、關稅、費用及其他支出，以及欠繳任何就該等欠款而須支付的利息，政府可把保證金用作支付該等欠款，政府亦有權從保證金扣除用作向政府或其他公司(視情況而定)支付該等欠款的金額，或如有任何違反租約大綱／協議或其他協議所載協議、契約、條文、條件、條款或規定的情況，政府可把保證金(在可能範圍內)作出補救，並只須向成功競投人士支付該筆保證金的餘額(如有的話)，但此舉並不影響政府可能就有關違反事項向成功競投人士提出的任何其他申索或補償。

FORM OF QUOTATION

**QUOTATION FOR A TENANCY OF THE
GOVERNMENT PROPERTY AT SHOP NO. 5 ON THE DEPARTURE
LEVEL, DECK 2, INNER PIER OF HONG KONG – MACAU
FERRY TERMINAL, SHEUNG WAN, HONG KONG
(Quotation Reference No.: MFT2001)**

Quotation for a tenancy of the property of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") situate at Shop No. 5 on the Departure Level, Deck 2, Inner Pier of Hong Kong - Macau Ferry Terminal, Sheung Wan, Hong Kong comprising a total floor area of 4.8 square metres or thereabouts (hereinafter referred to as "the Premises") as shown for identification purpose only coloured pink on the plan (Plan No. MFT2001) annexed to the form of Tenancy Agreement annexed to the Quotation Notice in respect of the Premises (hereinafter referred to as "the Form of Tenancy Agreement") on such terms and conditions as set out in the Form of Tenancy Agreement and at the fixed monthly rental specified below.

To : The Chairman,
Quotation Opening Committee,
Government Dockyard,
Marine Department,
Marine Department Quotation Box,
G/F, Block K,
Government Dockyard,
Stonecutters Island,
Ngong Shung Road,
Sham Shui Po, Kowloon,
Hong Kong

1. I/We, _____
(name of bidder)

of _____
(address of bidder)

having read the said Quotation Notice and the Form of Tenancy Agreement and examined the plan (Plan No. MFT2001) annexed to the Form of Tenancy Agreement, hereby offer to rent the Premises from the Government at a **FIXED** monthly rental of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other outgoings whatsoever) for a term of three years commencing on the Date of Commencement (as defined in the First Schedule to the Tenancy Agreement based on the Form of Tenancy Agreement) and on such terms and conditions as set out in the Form of Tenancy Agreement.

2. If this quotation is accepted, this quotation together with the letter of acceptance thereof referred to in paragraph 11 of the Quotation Notice shall constitute a binding agreement between me/us and the Government.

3. A **CASHIER'S ORDER** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's fixed monthly rental offered as mentioned in paragraph 7 of the Quotation Notice, issued by a bank (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the security deposit as required under the Tenancy Agreement if my/our quotation is accepted. / A **CHEQUE** for Hong Kong Dollars _____ only (HK\$ _____), which is equivalent to one month's rent offered as mentioned in paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 8th day of May 2025 by the bank on which it is drawn (being a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155)) made payable to "**The Government of the Hong Kong Special Administrative Region**" is submitted herewith as part payment of the security deposit as required under the Tenancy Agreement if my/our quotation is accepted.

4. I/We understand that the Government reserves the right to negotiate with any bidder about the terms and conditions of the offer including the fixed monthly rental (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other outgoings whatsoever) offered by me/us in paragraph 1 of this Form of Quotation pursuant to paragraph 2 of the Quotation Notice and the use of the Premises is restricted to the purposes as set out in the First Schedule to the Form of Tenancy Agreement.

5. (a) **I/We understand that the Government reserves the right to disclose the identity of the successful bidder and its holding company (if any) and to announce the quotation results including but not limited to the name of the successful bidder in accordance with paragraph 9(d) of the Quotation Notice.**

(b) **I/We consent that the Government and its officers may use all personal data submitted by me/us in accordance with paragraph 19(b) of the Quotation Notice together with any information on my/ our performance or breach of any terms and conditions of the tenancy of any Government sites or premises, whether past, current or future (collectively "data and information"), for consideration of this quotation by the Government and announcement of the quotation results by the Government in accordance with paragraph 9(d) of the Quotation Notice, and the Marine Department may use the data and information for such purpose and may transfer the**

data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other quotations by the Government at any time, and that the data and information may be used by the Marine Department for such purpose and may be transferred by the Marine Department to other Government departments to be used for such purpose.

- (c) **I/We also confirm that for the avoidance of doubt and for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486) or otherwise, the provisions in paragraph 19 of the Quotation Notice and the provisions in paragraph 5 of this Form of Quotation including the consent stated therein shall remain in full force and effect notwithstanding that this quotation is not accepted by the Government. Where the quotation is accepted by the Government, the said provisions and consent shall survive the execution of the Tenancy Agreement, and shall remain in full force and effect notwithstanding the expiry or termination of the tenancy.**

6. I/We agree to keep my/our offer open for acceptance by the Government until the 8th day of May 2025 and to be bound by the terms and conditions of the Quotation Notice.

7. (a) I/We warrant that up to the date hereof, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents had not:

- (i) communicated to any person the amount of the rent offered;
- (ii) adjusted the amount of the rent offered by arrangement with any person;
- (iii) made any arrangement with any person about whether or not I/we or that other person should or should not offer; or
- (iv) otherwise colluded with any person in any manner whatsoever.

(b) I/We warrant that at any time hereinafter until the quotation is awarded, other than the Excepted Communications referred to in paragraph 7(c) hereof, I/we and my/our directors, employees and agents will not:

- (i) communicate to any person other than the Marine Department the amount of the rent offered;
- (ii) adjust the amount of the rent offered by arrangement with any person;

- (iii) make any arrangement with any person about whether or not I/we or that other person should or should not offer; or
 - (iv) otherwise collude with any person in any manner whatsoever.
- (c) The expression “Excepted Communications” means my/our directors’, employees’ and agents’ communications in strict confidence with:
- (i) my/our own insurers or brokers to obtain an insurance quotation for computation of the rent offered; and
 - (ii) my/our consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

Dated the _____ day of _____ 20 ____.

In the case of a sole proprietorship, the sole proprietor must sign and in the case of a partnership or body unincorporated, all the partners must sign:

Name(s) of sole proprietor/partners	Signature(s)

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

In the case of a corporate body:

SEAL of bidder and signature(s) of authorized officer(s)/ Execution by the bidder in accordance with sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622):

Name (in block letters) of authorized officer(s) and their respective positions:

Signature of Witness: _____

Name of Witness (in block letters): _____

Occupation: _____

Address: _____

Information of bidder

(If the bidder is a person trading as a firm or business in sole proprietorship or are persons trading as a firm or business in partnership or body unincorporated, Part A should be completed. If the bidder is a corporate body, Part B should be completed. If the bidder acts as an agent, Part C should be completed in addition to Part A or Part B, as the case may be.)

Part A (Please read the note below before completing this Part)

*In the case of a sole proprietorship, this quotation must be made in the name of the sole proprietor. In the case of a partnership or body unincorporated, the quotation must be made in the names of all the partners. A copy of the **valid** Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business or body unincorporated should be enclosed with this Form of Quotation.*

Sole proprietor/all partners:

1.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

2.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

3.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

4.

Name (in block letters)	HKIC No.
Telephone / Mobile / Fax No. / /	
Residential Address	

trading in the Hong Kong Special Administrative Region of the People's Republic of China under the name of:

Name of firm / business: _____

Address of firm / business: _____

Business Registration Number: _____

Part B (Please read the note below before completing this Part.)

*A copy each of the **valid** Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), the Notice of Change of Company Secretary and Director (if any) and the Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of the current shareholders and directors of the company should be enclosed with this Form of Quotation. The original copies of the above documents must be produced for inspection on demand. Please also refer to paragraphs 9 and 10 of the Quotation Notice.*

Company Number: _____

Registered Office of bidder: _____

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Name of holding company (if applicable): _____

Address of holding company (in block letters): _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Part C (Please read the note below before completing this Part.)

A copy of the relevant agency agreement or written confirmation from the bidder's principal showing that it is acting as an agent for the submission of the quotation to the Government and matters incidental thereto should be enclosed with this Form of Quotation. The original copy of the above document(s) must be produced for inspection on demand. Please also refer to paragraph 9(b) of the Quotation Notice.

Name of principal: _____

Address of principal (in block letters): _____

Name(s) of contact person(s) of principal (in block letters):

Provision of Personal Data

The personal data collected by means of this Form of Quotation will be used and may be disclosed to other Government departments as set out in paragraph 19 of the Quotation Notice and paragraph 5 of this Form of Quotation. An individual to whom personal data belongs and who wishes to access to or correct his personal data in this Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) is requested to contact the Personal Data (Privacy) Officer of the Marine Department at the address referred to in paragraph 20 of the Quotation Notice.

報價表格

就香港上環港澳碼頭
內碼頭第 2 層離港層第 5 號鋪位的政府物業租用權
提出報價

(報價編號：MFT2001)

現按照前述的報價公告及其夾附租約大綱(以下簡稱「租約大綱」)所訂明的條款及條件，並以下文指明的固定月租，就位於香港上環港澳碼頭內碼頭第 2 層離港層第 5 號鋪位的中華人民共和國香港特別行政區政府(以下簡稱「政府」)的物業(以下簡稱「該處所」)租用權提交報價書。該處所的整體樓面面積約 4.8 平方米，位置於租約大綱夾附的圖則(圖則編號：MFT2001)內以粉紅色標示，以資識別。

致： 香港九龍深水埗
昂船洲昂船路政府船塢 K 座地下
海事處報價書收集箱
拆閱報價書委員會主席

1. 本人／我們 _____，
(競投人士姓名或名稱)

地址為 _____
(競投人士地址)

經細讀前述的報價公告及租約大綱，並審閱租約大綱所夾附的圖則(圖則編號：MFT2001)，現提議按照該報價公告及租約大綱所載的條款及條件，以固定月租港幣_____元正(HK\$_____)(不包括差餉、管理費、空調費、電費及任何其他支出)，向政府承租該處所。租期為三年，由生效日期(定義見以租約大綱為根據的租約附表 1)起生效。

2. 本報價書如獲接納，本報價書連同報價公告第 11 段所提述的接納信構成本人／我們與政府之間具有約束力的協議。

3. 現按前述報價公告第 7 段所述，附上港幣_____元正(HK\$_____)(即相等於一個月固定月租(按建議租金計算))的銀行本票，支付予「香港特別行政區政府」，付款銀行為根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行。本人／我們的報價書如獲接納，該筆款項將用以支付租約規定的部分保證金。／現按前述報價公告第

7 段所述，附上港幣_____元正(HK\$_____)(即相等於一個月租金(按建議租金計算))的支票，支付予「香港特別行政區政府」，經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)核證為有效，保證直到二零二五年五月八日可獲兌現。本人／我們的報價書如獲接納，該筆租約規定的款項將用以支付部分保證金。

4. 本人／我們明白，政府保留權利，可按前述報價公告第 2 段所述，與任何競投人士商議批出租約的條款及條件，包括本人／我們在本報價表格內第 1 段提出的固定月租(不包括差餉、管理費、空調費、電費及任何其他支出)以及該處所只限作租約大綱附表 1 所註明的用途。

5. (a) 本人／我們明白，政府保留權利，可按前述報價公告第 9(d) 段所述，披露成功競投人士及其控權公司(如有)的身分，並公布報價結果，包括但不限於成功競投人士的姓名或名稱。

(b) 本人／我們同意，政府及其人員可使用依據前述報價公告第 19(b) 段所提供的資料，以及有關本人／我們過往、現在或將來履行或違反任何政府土地或處所租約條款及條件的資料，供政府用於考慮本報價書，並依據前述報價公告第 9(d) 段公布報價結果；海事處可使用該等資料作該用途，並可把該等資料轉交其他政府部門作該用途；本人／我們亦同意，該等資料可在任何時間供政府用於考慮其他報價書，並可供海事處作該用途，又或由海事處轉交其他政府部門作該用途。

(c) 本人／我們亦確認，為免生疑問及就《個人資料(私隱)條例》(第 486 章)或其他方面而言，前述報價公告第 19 段及本報價表格第 5 段所載規定，包括當中所聲明的同意，即使本報價書不獲政府接納，仍繼續具有十足效力及作用。如報價書獲政府接納，上述規定及同意在租約簽立後仍然有效，並且儘管有關租約期滿或終止，仍繼續具有十足效力及作用。

6. 本人／我們同意，直到二零二五年五月八日為止，政府可隨時接納本人／我們的報價書；本人／我們並須受前述報價公告的條款及條件約束。

7. (a) 本人／我們保證，截至本日，除本文第 7(c) 段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人並沒有：

(i) 向任何人傳達建議租金的款額；

(ii) 與任何人訂立安排調整建議租金的款額；

- (iii) 與任何人就本人／我們或該其他人應否報價訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (b) 本人／我們保證，由本日至報價書批出期間的任何時間，除本文第 7(c) 段所指的豁免通訊外，本人／我們和本人／我們的董事、僱員及代理人不會：
- (i) 向海事處以外的任何人傳達建議租金的款額；
 - (ii) 與任何人訂立安排調整建議租金的款額；
 - (iii) 與任何人就本人／我們或該其他人應否報價訂立任何安排；或
 - (iv) 在其他方面以任何方式與任何人串通。
- (c) 「豁免通訊」一詞指本人／我們的董事、僱員及代理人：
- (i) 為索取保險報價以計算建議租金而向本人／我們的承保人或保險經紀發出受嚴格保密的通訊；以及
 - (ii) 為獲得本人／我們的顧問或分判商協助編製報價書而向他們發出受嚴格保密的通訊。

日期：二零____年____月____日

如屬獨資經營，獨資經營人必須於下表簽署；如屬合夥或非屬法團的團體經營，則全體合夥人必須簽署：

獨資經營人／合夥人姓名	簽署

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

如競投人士屬法團：

競投人士蓋上印章及(各)獲授權人簽署／競投人士按照《公司條例》(第 622 章)第 127(3) 及 127(5) 條的規定簽立：

(各)獲授權人姓名(請用正楷填寫)及其職位：

見證人簽署： _____

見證人姓名(請用正楷填寫)： _____

職業： _____

地址： _____

競投人士資料

(競投人士如屬獨資經營商號或業務；又或屬合夥或非屬法團的團體經營商號或業務，須填寫 A 部。競投人士如屬法團，則須填寫 B 部。競投人士如以代理人身分行事，除須填寫 A 部或 B 部(視情況而定)外，亦須填寫 C 部。)

A 部 (填寫本部前，請先閱讀以下附註。)

競投人士如屬獨資經營，必須以獨資經營人的名義競投；如屬合夥或非屬法團的團體，則須以全體合夥人的名義競投。前述的商號或業務或非屬法團的團體，須隨本報價表格附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視情況而定)姓名的商業登記冊內商號資料摘錄核證本。

獨資經營人／全體合夥人：

1.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

2.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

3.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

4.

姓名(請用正楷填寫)	香港身份證號碼
電話 / 流動電話 / 傳真號碼 / /	
住址	

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號／業務名稱： _____

商號／業務地址： _____

商業登記號碼： _____

B 部 (填寫本部前，請先閱讀以下附註。)

競投人士須隨本報價表格附上以下文件副本各一份：**有效商業登記證**、公司註冊證明書、組織章程細則、法團成立表格(如在提交報價書當日仍未把法團的首份周年申報表送交公司註冊處存檔)，以及送交公司註冊處存檔載有公司全部現任股東及董事詳情的最近期周年申報表(如有)、更改公司秘書及董事通知書(如有)，以及更改公司秘書及董事詳情通知書(如有)。競投人士必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9 及 10 段。

公司編號： _____

競投人士註冊辦事處： _____

商業登記號碼： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

控權公司名稱(如適用)： _____

控權公司地址(請用正楷填寫)： _____

聯絡人姓名(請用正楷填寫)： _____

電話號碼： _____ 傳真號碼： _____

C 部 (填寫本部前，請先閱讀以下附註。)

競投人士須隨本報價表格附上相關代理協議副本或由競投人士的主事人發出的確認書副本，以證明競投人士以代理人身分代表該主事人向政府提交報價書，以及處理附帶事宜。競投人士必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第 9(b)段。

主事人姓名／名稱： _____

主事人地址(請用正楷填寫)： _____

主事人聯絡人姓名(請用正楷
填寫)： _____

提供個人資料

藉本報價表格收集的個人資料，或會按前述報價公告第 19 段及本報價表格第 5 段所述般使用，並可能向其他政府部門披露。個人資料擁有人如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本報價表格內所填報的個人資料，請按前述報價公告第 20 段所載的地址，向海事處的個人資料(私隱)主任提出該等要求。

此頁為空白頁

AN AGREEMENT made this day of Two Thousand
and BETWEEN the Chief Executive on behalf of the
Government of the Hong Kong Special Administrative Region of the People's
Republic of China, care of the Marine Department, 22/F, Harbour Building, 38 Pier
Road, Central, Hong Kong (hereinafter referred to as "the Landlord") of the one
part and

(hereinafter referred to as "the Tenant") of the other part

WHEREBY IT IS AGREED AS FOLLOWS :-

(1) THE LANDLORD LETS AND THE TENANT TAKES from the
Date of Commencement specified in the First Schedule ALL THOSE premises
being Shop No. 5 on the Departure Level, Deck 2, Inner Pier of Hong Kong –
Macau Ferry Terminal, Sheung Wan, Hong Kong (which Terminal is hereinafter
referred to as "the Building") having a total floor area of 4.8 square metres or
thereabouts and shown for identification purposes only coloured PINK on the plan
(Plan No. MFT2001) annexed hereto (which premises are hereinafter referred to as
"the Premises") TOGETHER WITH the right in common with the Landlord and
other tenants and occupiers of the Building to use all such entrance ways, stairways,
lifts, escalators, passageways and landings (if any) in the Building for the purpose
of obtaining access to and egress from the Premises so far as the same are necessary
for the proper use and enjoyment of the Premises subject to the rights of the
Landlord from time to time to restrict such use EXCEPTING AND RESERVING
unto the Landlord and other tenants and occupiers of the Building the right in
common with the Tenant to use all such entrance ways, stairways, lifts, escalators,
passageways and landings (if any) forming part of the Premises as may be
necessary for the purpose of obtaining access to and egress from the remainder of
the Building TO HAVE AND TO HOLD the Premises unto the Tenant for the term
as specified in the First Schedule hereto at the rent as specified in the Second
Schedule hereto and for the purposes as specified in the First Schedule hereto and
on such terms and conditions as are hereinafter contained.

(2) THE TENANT HEREBY AGREES WITH THE LANDLORD as
follows :-

- (a) To pay the said rent on the days and in the manner as specified in the Second Schedule hereto.
- (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as specified in the First Schedule hereto.
- (c) Not to use or cause, permit or suffer the use of the Premises or any part thereof for gambling or for any illegal, immoral or improper purposes or for any trade or business of whatsoever kind connected or associated in any way which affects the images of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") or the Central People's Government of the People's Republic of China (hereinafter referred to as "CPG") and the decision of the Landlord as to what constitutes gambling, illegal, immoral or improper purposes and what affects the images of the Government and the CPG shall be final, conclusive and binding on the Tenant.
- (d) Not to make any alteration or addition to the Premises or to the electrical and communication wiring and other installations or the Landlord's other fixtures and fittings nor to install any plant equipment apparatus or machinery within the Premises (other than the equipment used solely for the operation of the Business as defined in sub-clause (j) hereof) without the prior written consent of the Landlord and the Director of Architectural Services (hereinafter referred to as "the Director") therefor.
- (e) (i) To make such arrangements for the supply of electricity and other utility services to the Premises as

the Tenant shall require and to pay all charges in connection therewith including the cost of installation, maintenance, repair and replacement thereof and, on termination of this Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other apparatus ancillary thereto PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of the Tenant's failure to obtain any of such supply for any reason whatsoever; and

- (ii) To make his own arrangements for the installation of telephone lines within the Premises and pay all charges in connection therewith, but any installation of telephone lines outside the Premises must be subject to the prior written approval of the Landlord PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of the Tenant's failure to obtain installation of the telephone lines for any reason whatsoever.

- (f) To repair or replace if so required by the appropriate company or authority under the Electricity Ordinance (Cap. 406) or any regulations made thereunder or any amendment thereto or re-enactment thereof all the electricity wiring installations and fittings within the Premises and the wiring from the Tenant's meter or meters to and within the Premises at the Tenant's own expense.

- (g) To pay all charges in respect of electricity, telephone lines and any other utilities and services supplied to the Premises.

- (h) To pay and discharge all existing and future rates, taxes, assessments, charges, duties and any other outgoings

whatsoever (Government rent excepted) which are now or during the term of tenancy hereby created shall be imposed, assessed or charged upon the Premises or part thereof or upon the Tenant in respect thereof.

- (i) To pay to the Landlord the management fees and air-conditioning charges in respect of the Premises in advance on the first day of each calendar month during the term of the tenancy hereby created in the total sum of Hong Kong Dollars Seven Hundred and Ten (HK\$710.00) per calendar month PROVIDED THAT the Landlord shall be entitled from time to time to serve notice upon the Tenant increasing or revising the management fees and air-conditioning charges and the Tenant shall pay the increased or revised management fees and air-conditioning charges as from the date stated in the said notice, and the Landlord's decision in the said notice shall be final, conclusive and binding on the Tenant. The first of such payments shall be made upon the signing or execution of this Agreement.

- (j) Without prejudice to Clause (2)(v) hereof,
 - (I) to observe and comply with all Ordinances (including but not limited to the Town Planning Ordinance (Cap. 131) and the Buildings Ordinance (Cap. 123)), regulations, bye-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Premises or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon the Premises by the Tenant or any employee, agent, contractor, invitee or licensee of the Tenant; and

 - (II) without prejudice to the foregoing in sub-clause (I),

prior to the commencement of the Tenant's business at the Premises (hereinafter referred to as "the Business") and at the Tenant's own expense, to obtain any licence, approval or permit, waiver or consent required by any Government department or other competent authority in connection with the Tenant's use or occupation of the Premises and operation of the Business and to maintain the same in force during the term of the tenancy hereby created; and

- (III) to indemnify and keep indemnified the Landlord against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the non-observance and non-compliance with this Clause (2)(j).

The Landlord shall accept no responsibility with or liability for any loss or costs caused to or suffered by the Tenant in the event of his failure to obtain any requisite licences, approval, permits, waiver or consent from Government departments or other competent authority relating to his use or occupation of the Premises and operation of the Business.

- (k) To permit the Landlord and his officers, servants, agents, contractors, his or their workmen and any other persons authorized by the Landlord (hereinafter collectively referred to as "the authorized persons") at all reasonable times with or without appliances to enter upon the Premises :

- (i) to view the condition and state of repair thereof and in the event of there being any defects or want of repair or maintenance or any other work required to be carried out by the Tenant under this Agreement then and there found, the Landlord may give notice in

writing to the Tenant and the Tenant shall within one calendar month of such notice (or such other period as may be specified in such notice) repair and make good the same at the Tenant's own expense in accordance with such notice and the Tenant's obligations in that behalf herein contained. In the event of the Tenant failing to comply with the said notice, the Landlord may carry out and complete the works required and the Tenant shall pay to the Landlord the costs of such works incurred by the Landlord, and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited. The costs of such works with such interest they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final and conclusive and shall be binding on the Tenant);

- (ii) to inspect the Premises and to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained; and
- (iii) to take inventories of the fixtures, fittings, furniture and equipment in the Premises and to carry out any works or repair as may be required to be done to the Premises or to any adjoining premises belonging to the Landlord,

Provided That in the event of an emergency, the Landlord or the authorized persons may enter the Premises without notice

and forcibly, if necessary, without being liable to the Tenant for any damage or loss.

- (l) Not to assign, mortgage, charge, demise, underlet, share or part with the possession of or otherwise dispose of the Premises or any part thereof or any structure or structures thereon or any interest therein or enter into any agreement so to do.

- (m) Not to do anything, or cause, permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be against the laws or regulations of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"), or which in the opinion of the Landlord may be or become a nuisance or annoyance or injurious or dangerous to health, or which may cause damage or inconvenience to the Landlord or to the other tenants, owners, occupiers or visitors of the Building or of any adjoining or neighbouring lot, lots or premises.

- (n) To indemnify and keep indemnified the Landlord and the authorized persons from and against all actions, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever and howsoever brought, incurred or taken in respect of any damage, injury, loss or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the possession, occupation or use of the Premises or any part of the Building by the Tenant including but not limited to :

- (i) all liabilities arising out of the negligence of any person not a party to this Agreement; and
 - (ii) all liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314), any regulations made thereunder and any amending legislation.
- (o) (i) At the Tenant's own expense to insure and keep insured at all times during the term of the tenancy hereby created the Premises and all fixtures and fittings therein with insurers previously approved by the Landlord in writing in the name of the Tenant with the interest of the Landlord noted on the policy and with the policy containing such provisions for the protection of the Landlord as the Landlord may reasonably require to avoid the interests of the Landlord being prejudiced by any act, neglect, or default of the Tenant or of any employee, contractors, agent, workmen, or of any other licensee, visitor or invitee of the Tenant, or any other occupier of the Premises, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of or in connection with the possession, occupation or use of the Premises by the Tenant, including but not limited to (i) damage or loss by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave of waves, collision by aircraft or parts of aircraft, articles dropped therefrom, flood, storm, lightning, burst pipes, power supply failure, (ii) damage due to any

malfunction of any sprinkler system or any break, rupture, or any leakage in any sprinkler system, (iii) theft, (iv) malicious damage, (v) costs of removal of graffiti or impact, and (vi) such other risks and contingencies as the Landlord may from time to time require to the full replacement value or reinstatement cost from time to time including architects', surveyors', engineers' and any other professional fees, including demolition charges (if any) with full provision for estimated inflation and loss of rent throughout the term of the tenancy hereby created, and, for sufficient cover against the death of or personal injury to or illness or disease contracted by any person and loss or damage or legal costs suffered or paid by any person in connection with the possession, occupation or use of the Premises and operation of the Business by the Tenant; and

- (ii) To duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under sub-clause (o)(i) hereof before the same become due and to produce to the Landlord the said policy or policies of such insurance and proof of such payments within seven days of the premiums becoming due failing which the Landlord may take out or renew such policy or policies in any sum the Landlord may deem expedient; all moneys expended by the Landlord under this provision shall be reimbursed by the Tenant on demand and shall bear interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited from the date of payment by the Landlord PROVIDED THAT all moneys received or to be

received by virtue of any insurance relating to the Premises maintained or effected by the Tenant (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Landlord or, if the moneys are not paid by the insurers directly to the Landlord shall be held on trust for the Landlord; and shall at the option of the Landlord be applied in replacing, restoring, repairing or reinstating the Premises or any part thereof, fixtures, fittings or other assets destroyed, damaged or lost (any deficiency being made good by the Tenant) AND PROVIDED FURTHER THAT should any policy of insurance be rendered void or should any liability on the part of any insurer be avoided due to the act, neglect or default of the Tenant or any employees, contractors, agents, workmen, licensees, visitors or invitees of the Tenant, or any occupiers of the Premises, the Tenant shall at his own expense, replace, restore, repair or reinstate the Premises and any fixtures, fittings or other assets therein to the satisfaction of the Landlord. Should the Tenant fail to perform his obligations as above, it shall be lawful for the Landlord and the authorized persons to enter upon the Premises to carry out such works as the Landlord considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Tenant to the Landlord on demand and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited. The costs of such works and interest thereon shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action. It is being agreed and declared

that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant.

- (p) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Premises against the risks referred to in Clause (2)(o) hereof may become void or voidable.
- (q) To be liable for any act, default, negligence or omission of the Tenant's contractors, employees, agents, workmen, visitors, invitees or licensees, or occupiers of the Premises as if it were the act, default, negligence or omission of the Tenant and to indemnify and keep indemnified the Landlord against all costs, claims, demands, expenses or liability (whether financial or otherwise) to any third party in connection therewith.
- (r) If so required by the Landlord at the expiration or sooner determination of the tenancy hereby created, to demolish and remove at the Tenant's own expense and in all respects to the satisfaction of the Landlord all alterations and additions made to the Premises and all fixtures, fittings, installations, structures, plant, equipment, apparatus and machinery then standing on or forming part of the Premises without any compensation therefor being paid by the Landlord to the Tenant and at the Tenant's own expense to reinstate and make good any damage to the Premises and the Building resulting from such demolition, removal and reinstatement works. If the Tenant fails to carry out any such works in all respects to the satisfaction of the Landlord as required under this Clause (2)(r), the Landlord may carry out the same and recover the costs so incurred from the Tenant, and such costs if unpaid on the due date as specified by the Landlord shall carry

interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord, and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final and conclusive and shall be binding on the Tenant).

- (s) To maintain and keep at the Tenant's expense and in all respects to the satisfaction of the Landlord the Premises, all structures thereon, and all fixtures therein and all additions thereto (except trade fixtures) in good and tenantable repair and condition and subject to Clause (2)(r) hereof so to hand over the same to the Landlord at the expiration or sooner determination of this Agreement.
- (t) To accept the Premises in such state and condition as existing on the date on which possession of the Premises is given.
- (u) To perform and observe the Tenant's obligations contained in this Agreement including the Special Conditions set out in the Third Schedule hereto; and
- (v) To observe and comply with all laws (including regulations) of HKSAR (including the National Security Laws).
- (w) Not to engage in, or cause, permit or suffer any person to engage in, any Offending Conduct at the Premises or any part.

(3) THE LANDLORD HEREBY AGREES WITH THE TENANT as follows :-

To permit the Tenant upon his duly paying the rent, management fees, air-conditioning charges, electricity charges and other charges and observing and performing the obligations on his part herein contained to have quiet possession and enjoyment of the Premises without any interruption by the Landlord or anyone lawfully claiming under or through or in trust for the Landlord until such time as this Agreement is determined.

(4) IT IS HEREBY AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT as follows :-

- (a) That in case the rent, management fees, air-conditioning charges, electricity charges or other charges hereby reserved or any part thereof payable by the Tenant shall be in arrears and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary, or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the rent, management fees, air-conditioning charges, electricity charges and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord PROVIDED that

without prejudice to the Landlord's rights hereinbefore contained, in the event of the rent, management fees, air-conditioning charges, electricity charges or other charges hereby reserved or any part thereof not being paid on the due date or dates for payment thereof (whether formally demanded or not), the Tenant shall pay interest to the Landlord on such amount of the rent, management fees, air-conditioning charges, electricity charges or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following such due date or dates until payment of all rent, management fees, air-conditioning charges, electricity charges or other charges due and interest thereon have been paid by the Tenant to the Landlord, such interest to be at a rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.

- (b) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Third Schedule hereto.

- (c) That if the Premises or any part thereof are rendered unfit for occupation and use by fire, storm, wind, water, typhoon, defective construction, white ants, termites, earthquake, act of God or any other calamity beyond the control of the Landlord and not attributable to any failure of the Tenant to observe and carry out his obligations herein contained, the rent or a part thereof proportionate to the extent to which the Premises shall have been so rendered unfit for occupation and use shall abate and cease to be payable as from the date of occurrence of such event or destruction or damage until the Premises or such part thereof shall have been again rendered fit for occupation and use but except as aforesaid, no compensation shall be payable by the Landlord to the Tenant PROVIDED ALWAYS that the

Landlord shall not be required to reinstate the Premises or any part thereof if by reason of their condition or any Ordinances or regulations or other circumstances beyond the control of the Landlord it is not in the Landlord's opinion practicable or reasonable so to do in which circumstances the tenancy hereby created shall be determined without any compensation payable to the Tenant.

- (d) That the Landlord does not warrant, represent or undertake that the Premises are fit or suitable for any particular purpose, use, trade or business whatsoever and the Tenant shall at his own expense obtain all requisite licence(s), permit(s), consent(s), waiver(s) or approval(s) from relevant Government departments or other competent authority or the incorporated owners or the manager of the Building in connection with the use and occupation of the Premises and operation of the Business prior to the commencement of the Business and shall in all respects comply with the agreements, conditions, terms and stipulations herein contained.
- (e) That the Landlord gives no warranty or representation whatsoever as to the state and condition of the Premises (including but not limited to any mechanical and electrical installations, appliances and equipment installed within the Premises) and shall accept no responsibility or liability for any damage, nuisance, loss or disturbance caused to or suffered by the Tenant, occupiers or visitors of and to the Premises arising out of or in connection therewith and all or any structural defects of the Premises.
- (f) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of any of the following :

- (i) any water flowing on to the Premises or fire or landslip or subsidence on, or to, or of, or from the Premises;
 - (ii) any default, breakage, interruption or failure in the supply of electricity, water, air-conditioning or other utilities to the Building and the Premises, or any defect in or breakdown or suspension of the lifts, escalators, air-conditioning plant or other facilities of the Building, or the leakage to the Premises; or
 - (iii) any other causes beyond the control of the Landlord.
- (g) That on termination of this Agreement in whatsoever manner the Tenant shall have no right whatsoever to claim compensation in any form or reprovisioning of accommodation from the Landlord.
- (h) That the benefit of this Agreement is personal to the Tenant and not assignable or transferable and the rights given in and the benefits of this Agreement may only be exercised by the Tenant and, without in any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this sub-clause :-
- (i) in the case of a Tenant which is a body corporate, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise has or have effective control thereof;
 - (ii) 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;

- (iii) the giving by the Tenant of a power of attorney or similar authority whereby the donee of the power obtains the right to use the Premises;
 - (iv) the change of the Tenant's business name without the prior written consent of the Landlord;
 - (v) the holding on trust by the Tenant of the rights to use the Premises;
 - (vi) the assignment or sharing of any revenues from the Business; and
 - (vii) any arrangement whereby de facto management and/or control of the Business is vested in or exercisable by any person other than the Tenant.
- (i) That the Landlord shall have the full right to terminate this Agreement forthwith if the Tenant, his employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the tenancy hereby created.
- (j) (i) That each party shall bear his own costs in connection with the preparation of this Agreement and its counterpart; and
- (ii) That the Landlord shall arrange for the stamping of this Agreement and its counterpart, and the Tenant shall pay the adjudication fee and fifty (50) per cent of the stamp duty (if any) chargeable on this Agreement and its

counterpart pursuant to Section 13 and the provision deemed to be contained in this Agreement by virtue of Section 42(2) of the Stamp Duty Ordinance (Cap. 117), any regulations made thereunder and any amending legislation.

- (k) That any notice to be served by the Landlord or his officers under the terms and conditions of this Agreement shall be deemed to be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent.
- (l) That any notice to be served by the Tenant on the Landlord under this Agreement shall be addressed to the Senior Marine Officer/Ferry Terminals, Marine Department for and on behalf of the Landlord and served on the Landlord by post or by leaving the same at the address of the Marine Department at 3/F, Shun Tak Centre, 200 Connaught Road Central, Hong Kong or such other address as may be notified to the Tenant.
- (m) That wherever in this Agreement it is provided that :-
 - (i) the Landlord or the Director or their duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or the Director or to their duly authorized officers on demand the cost of such works, such cost shall include such supervisory

and overhead charges as may be fixed by the Landlord or the Director by their duly authorized officers; or

- (ii) the prior approval or consent of the Landlord or the Director or their duly authorized officers is required, they may give the approval or consent on such terms and conditions (including the payment of fees) as they see fit or refuse it at their absolute discretion.

- (n) That where the context so admits or requires the expression "the Tenant" shall mean the party entering into and signing/executing this Agreement and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.

- (o) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement.

- (p) That notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of

this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Agreement.

(q) That this Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement.

(r) (i) Notwithstanding anything herein, the Landlord may by notice to the Tenant terminate this Agreement with immediate effect if:

(1) any person engages in any Offending Conduct at the Premises or any part thereof;

(2) the Tenant or any Related Person has engaged or been involved, or is engaging or being involved, in any Offending Conduct;

(3) the Landlord is of the reasonable opinion that the Tenant's continued use of the Premises or any part thereof, or the continued performance of this Agreement is contrary to the interest of national security or public interest (including public morals, public order and/or public safety) of Hong Kong,

The decision of the Landlord under this paragraph (i) shall be final, conclusive and binding on the Tenant.

(ii) Upon exercising the right under Clause (4)(r)(i) and

without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Tenant herein contained, the tenancy hereby created shall cease and determine and the Tenant shall in accordance with the terms and conditions herein contained quit and deliver up vacant possession of the Premises to the Landlord in all respects to the Landlord's satisfaction and upon the exercise of such right, the rent, management fees, electricity charges, air-conditioning charges and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable by the Landlord to the Tenant. All other provisions of this Agreement in relation to the rights of the Landlord and obligations of the Tenant on termination of this Agreement shall, save where inconsistent with this sub-Clause, apply.

- (s) That possession of the Premises will be given by the Landlord to the Tenant on the Date of Commencement specified in the First Schedule hereto.

- (t) In this Tenancy Agreement:
 - (i) "National Security Laws" means all laws and legislation relating to safeguarding of national security which are from time to time in force in or applicable to Hong Kong, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance;

- (ii) “offence endangering national security” has the meaning given to it under the Safeguarding National Security Ordinance (6 of 2024);

- (iii) “Offending Conduct” means any act or activity that:
 - (1) constitutes or causes the occurrence of any offence endangering national security;

 - (2) in the reasonable opinion of the Government, is likely to constitute or cause the occurrence of any offence endangering national security; or

 - (3) in the reasonable opinion of the Government, is otherwise contrary to the interest of national security or public interest (including public morals, public order and/or public safety) of Hong Kong,

and the decision of the Landlord under sub-paragraph (2) and (3) shall be final, conclusive and binding on the Tenant.

- (iv) “Related Person” means:
 - (1) any member, officer, employee or agent of the Tenant; and

 - (2) any sub-contractor of the Tenant in relation to the Tenant’s operation of the item described as “Purposes for which the Premises shall be used” in the First Schedule hereto.

- (v) For the avoidance of doubt, each of the word “engage” and “involve”, and any variation of the word shall include but not be limited to the act of aiding, abetting, counselling, inciting, promoting or procuring.

FIRST SCHEDULE

Term and Date of Commencement : * to be deleted by the Government as applicable

* (a) Date of Commencement: The tenancy shall commence on [*a date is to be inserted*] (hereinafter referred to as “the Date of Commencement”).

(N.B. The above is applicable if the date of commencement of the tenancy is known on or before the date of the signing of this Agreement by the Tenant.)

* (a) Date of Commencement: The tenancy shall commence on the date specified in a letter from the Senior Marine Officer/Ferry Terminals, Marine Department to the Tenant (hereinafter referred to as “the Date of Commencement”) which shall be a date not later than 3 months from the date of this Agreement.

(N.B. The above is applicable if the date of commencement of the tenancy is not known on or before the date of the signing of this Agreement by the Tenant.)

(b) Term: Three years certain commencing on the Date of Commencement.

Purposes for which the Premises shall be used : Use and operation as a money exchange store only.

SECOND SCHEDULE

The Tenant shall pay to the Landlord in advance a monthly rent of Hong Kong Dollars _____ only (HK\$ _____) (exclusive of rates, management fees, air-conditioning charges, electricity charges and any other outgoings whatsoever) without any deduction or set off on or before the first day of each calendar month during the term of the tenancy hereby created. The first of such payments shall be made upon the signing or execution of this Agreement.

THIRD SCHEDULE

Special Conditions referred to in
Clauses (2)(u) and (4)(b) of this Agreement

- (1) At the expiration of the term of the tenancy hereby created, the Tenant shall surrender and deliver up vacant possession of the Premises to the Landlord in all respects to his satisfaction. The Landlord shall have the full right to arrange for any new tenancy of the Premises at his sole discretion and the Tenant shall at all reasonable times within six calendar months immediately preceding the expiration of the term of the tenancy hereby created and upon prior notice allow prospective tenants to enter upon and inspect the Premises.

- (2) (a) The Tenant shall on or before signing/execution of this Agreement deposit with the Landlord the sum of Hong Kong Dollars [*a sum equivalent to three months' fixed monthly rental stated in the Second Schedule is to be inserted*] only (HK\$) as security for the due payment of the rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and outgoings as aforesaid and the due payment of the rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the Landlord to the Tenant (hereinafter referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several agreements, covenants, provisions, conditions, terms and stipulations herein reserved and contained herein and in Other Agreements. The said security deposit shall remain deposited with the Landlord throughout the term of the tenancy hereby created free of any interest to the Tenant.

- (b) At the expiration or sooner determination of this Agreement if the Tenant shall have paid all rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and all the rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon, and if there shall be no breach of any of the terms and conditions herein contained and in Other Agreements as at the date of the expiration or sooner determination of this Agreement the Landlord shall refund the said security deposit to the Tenant without interest thereon after the Tenant shall have duly delivered vacant possession of the Premises to the Landlord in accordance with the provisions herein contained but if there shall be any rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings and any interest payable under Clause (4)(a) hereof and/or any rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon in arrears, the Landlord may apply such security deposit towards payment of such arrears of rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties, and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and/or such arrears of rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this

Agreement and any interest payable thereon, and the Landlord shall be entitled to deduct the amount(s) from the said security deposit for payment of any rates, management fees, electricity charges or other charges and interest in arrears to the Government or other corporation (as the case may be) or if there shall be any breach of agreements, covenants, provisions, conditions, terms or stipulations contained herein or in Other Agreements as at the date of the expiration or sooner determination of this Agreement, the Landlord may apply such security deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the Landlord may have against the Tenant by reason of the breach and shall only pay the balance (if any) of the said security deposit to the Tenant.

- (c) In the case of the Landlord exercising his right to terminate this Agreement and to re-enter upon the Premises or any part thereof in the name of the whole under Clause (4)(a) hereof by reason of the default on the part of the Tenant in payment of the rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and outgoings and interest payable under Clause (4)(a) hereof as aforesaid or in performance or observance of any of the agreements, covenants, provisions, terms, conditions and stipulations on the Tenant's part herein contained, the Landlord shall without prejudice to his other rights and remedies herein contained be entitled to forfeit the whole of the said security deposit as and for liquidated damages and not as penalty.

- (d) Nothing contained in this Special Condition shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the said security deposit and the payment of the said security

deposit shall not be deemed or considered as a payment of rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties or any other outgoings in advance and accordingly in any action for recovery of possession for non-payment of the rent, management fees, air-conditioning charges, electricity charges, rates, taxes, assessments, charges, duties and other outgoings payable by the Tenant hereunder and any interest payable under Clause (4)(a) hereof, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.

- (e) For the avoidance of doubt, the payment of the said security deposit shall not be deemed or considered as a payment of the rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges or any other outgoings and interest thereon in advance under Other Agreements and accordingly in any action for recovery of possession for non-payment of the rent, licence fee, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings payable under Other Agreements and any interest payable thereon, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.
- (f) Nothing contained in this Special Condition shall affect or prejudice the rights and interests of the Landlord under Other Agreements or any provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Landlord from recovering damages, or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the provisions, conditions, terms or stipulations contained in Other Agreements. The Landlord may apply the said security deposit towards payment of arrears of rent,

licence fee, rates, electricity charges, management fees, taxes, assessments, duties charges and other outgoings payable under Other Agreements as at the date of the expiration or sooner determination of this Agreement and any interest payable thereon or remedying any breach of provisions, conditions, terms or stipulations contained in Other Agreements as at the date of the expiration or sooner determination of this Agreement without the Landlord first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings under Other Agreements.

- (3) The Tenant shall not store or permit or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation without the prior written approval of the Landlord.

- (4)
 - (a) The Tenant shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Tenant.

 - (b) The Tenant shall at his own expense install and maintain in and upon the Premises such additional fire prevention and fire fighting equipment as may be required by and in all respects to the satisfaction of the Director of Fire Services, which installation and maintenance work shall be carried out by the registered fire services contractor or contractors to be approved by the Director of Fire Services.

- (5)
 - (a) The Tenant shall enclose the Premises with external partitioning where necessary and fit out the interior of the Premises at the Tenant's own expense in a good proper and workmanlike fashion using good quality materials and in all

respects in a style appropriate in the opinion of the Landlord. For the avoidance of doubt, no partition to be erected or installed on, within or along the perimeters of the Premises shall exceed the height of 2.2 metres as measured from the floor level or such other height as may be approved in writing by the Landlord.

- (b) Without limitation to the generality of sub-clause (a) of this Special Condition, the Tenant shall :-
- (i) submit to the Landlord and the Director all drawings, plans and specifications (including perspective drawings, plan drawings and electrical schematic drawings) (which drawings, plans and specifications are hereinafter collectively referred to as “the Plans”) for written approval prior to the commencement of any fitting out works to the Premises;
 - (ii) fit out the Premises in accordance with the Plans as approved under sub-clause (b)(i) of this Special Condition and in all respects to the satisfaction of the Landlord and the Director and no amendment, variation, alteration, modification or substitution of the Plans as approved shall be made without the prior written approval of the Landlord and the Director;
 - (iii) not commence any fitting-out works prior to the written approval of the Landlord and the Director being obtained pursuant to sub-clause (b)(i) of this Special Condition;
 - (iv) provide, install and maintain in good repair and condition at the Tenant’s own expense all fixtures, movable furniture, furnishings and equipment

including but not limited to counters, stands, lighting (including electric lamp and fluorescent tube replacements), tiles, floor mats and protective floor coverings and such security fittings on or within the Premises as the Landlord and the Director shall deem necessary for the efficient operation of the Business;

- (v) complete all fitting-out works and commence to operate the Business within two calendar months of the Date of Commencement or at such time as may be approved in writing by the Landlord; and
 - (vi) within eight weeks after the completion of all fitting-out works or at such time as may be approved in writing by the Landlord and the Director, submit to the Landlord and the Director a certificate issued by the Authorized Person (as defined in the Buildings Ordinance (Cap. 123)) appointed by the Tenant certifying the completion of such works in accordance with current legislation, regulations and the Plans.
- (c) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the fitting-out works, to avoid causing any damage to all the existing services and installations within the Premises or the Building and shall indemnify and keep indemnified the Landlord and the authorized persons from and against all actions, suits, liabilities, costs, expenses, claims and demands whatsoever brought or taken in respect of any damage or loss arising directly or indirectly out of or in connection with the carrying out of the fitting-out works by the Tenant.
- (d) Any approval given by the Landlord or the Director under this

Special Condition shall not make the Landlord or the Director responsible for any damages or claims arising from defects in the design or quality of the fitting out works of the Premises carried out by the Tenant.

(6) The Tenant shall submit a time schedule of his fitting-out works to the Landlord for written approval prior to commencement of any fitting-out works.

(7) The Tenant may install a shop sign, if so desired, at the shop front of the Premises, the size, design and materials of which shall be subject to the prior written approval of the Landlord and subject thereto, the Tenant shall not exhibit or erect within or on the external walls or external perimeters of the Premises or on the Building any advertising signboards, placards, signs, notices or posters whatsoever except with the prior written consent of the Landlord.

(8) The Landlord shall have the right to close and prohibit access to the Building or the Premises, or any part thereof, without prior notice to the Tenant, at such time and for such duration as it shall in its absolute discretion see fit by reason of any emergency or for any other reason which the Landlord considers proper or sufficient. In the event of such closure, the Tenant shall not be entitled to claim any compensation therefor whatsoever.

(9) The security of the Premises and any property therein shall be the sole responsibility of the Tenant, and in particular, the Tenant shall at his own expense :

(a) ensure that adequate safety and security measures are taken for the protection of the Premises, the delivery and safe keeping of his goods to and in the Premises, and the transfer of monies from the Premises; and

(b) install and maintain such security protection and burglar alarm system for the Premises, PROVIDED THAT the same shall be separate from and shall not interfere with the general security system of the Building.

(10) The Tenant shall use his best endeavour to make and maintain the Premises and the shop display attractive and in a style and manner satisfactory to the Landlord throughout the term of the tenancy hereby created.

(11) Only goods which are the property of the Tenant may be displayed, kept or sold in the Premises.

(12) (a) The Tenant shall not make any alteration or addition to the glazing panels and supporting frames or wall surfaces of the Building at the exterior perimeter of the Premises.

(b) The Tenant shall reimburse the Landlord the cost of replacing all broken and damaged glazing panels at the exterior perimeter of the Premises whether or not the same be broken or damaged as a result of the negligence of the Tenant. The said costs shall be payable by the Tenant to the Landlord on demand and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such replacement works shall be final, conclusive and binding on the Tenant).

(13) Except with the prior written consent of the Landlord, the Tenant shall not (i) alter any main electricity cable, gas or water pipe or drain or heating apparatus; or (ii) cut or damage any of the doors, windows, walls, partitions, staircases or floors of the Premises; or (iii) erect, install or alter any fixtures, partitioning or other erection or installation within the Premises; or (iv) alter any part of the main structure of the Building or other structural elements thereof; or (v) attach anything to any structural wall or ceiling of the Premises; or (vi) paint or

make any alteration whatsoever to the exterior of the Premises.

(14) The Tenant shall give notice in writing to the Landlord or his agent of any damage to the Premises and of any accident to or defects in the water and gas pipes (if any), electrical wiring or fittings, fixtures, equipment or other services or facilities including but not limited to air-conditioning, ventilation system and fire services installation within the Premises forthwith and the Tenant shall repair such damage and defects to the satisfaction of the Landlord within such time as required by the Landlord failing which such repairs shall be undertaken by the Landlord at the Tenant's expense with the expense so incurred at the sole determination of the Landlord. The costs of all such repair works shall be payable by the Tenant to the Landlord on demand and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant).

(15) The Tenant shall not overload the electrical wiring, cables, water pipes or apparatus associated therewith (hereinafter collectively referred to as "the said utilities") in or serving the Premises and shall comply in all respects with all requirements and regulations of the utility companies and of the Landlord with respect to the said utilities.

(16) The Tenant shall allow pipes, conduits or other conducting media or utility services to pass through, over or under the Premises to serve other premises and areas in the Building and shall permit the Landlord and the authorized persons to enter the Premises at all reasonable times with or without appliances and to inspect, erect, maintain, repair or replace such pipes, conduits or other conducting media or utility services.

(17) If the Tenant shall have obtained the consent or approval of the Landlord or the Director or their duly authorized officer(s) whether or not pursuant

to the provisions herein contained, the Tenant shall observe and comply with the terms and conditions on which such consent or approval is given and in addition, the Tenant shall at his own expense in carrying out any works on the Premises follow all instructions and directions of the Landlord or the Director or their duly authorized officers in relation thereto.

(18) The Tenant shall at his own expense take all necessary steps and precautions to protect the Premises from :

- (a) damage by floods, white ants, termites, fire, storm, typhoon, landslip or the like; and
- (b) becoming infested by termites, rats, mice, cockroaches or any other pests or vermin.

(19) The Tenant shall at his own expense :

- (a) keep and maintain the Premises at all times in a clean, neat, tidy, sanitary state and condition in all respects to the satisfaction of the Landlord; and
- (b) arrange for and effect the daily removal from the Premises of all refuse in accordance with the regulations from time to time made or adopted by the Landlord PROVIDED THAT if required by the Landlord, the Tenant shall use the services provided by the Landlord and shall pay to the Landlord such fees as the Landlord shall determine, whose determination shall be final and conclusive and binding on the Tenant. For the avoidance of doubt, the management fees and air-conditioning charges payable under Clause (2)(i) of this Agreement do not cover the fees for the said services provided by the Landlord under this Special Condition.

(20) (a) The Tenant shall not encumber or obstruct or permit or suffer

to be encumbered or obstructed with any boxes, furniture, articles, rubbish or other obstruction of any kind or nature nor cause or permit any of his contractors, employees, agents, licensees or invitees, or any occupiers of the Premises to use for any purpose other than that for which they are intended any of the entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Building in common use. The Tenant shall not cause or permit or suffer to be caused any damage or dirtiness to such entrance ways, stairways, lifts, escalators, passageways, landings or any other areas in the Building in common use or such fabric, walls or any other facilities in the Building.

- (b) The Tenant shall pay or reimburse the Landlord forthwith upon demand all costs, losses and damages incurred, suffered or payable by the Landlord arising directly or indirectly out of or in connection with the Tenant's failure to comply with or to observe the provisions in sub-clause (a) of this Special Condition.

(21) The Tenant shall pay to the Landlord forthwith upon demand the costs incurred by the Landlord in cleansing and clearing any of the drains choked or blocked by improper or careless use thereof by the Tenant or his employees, contractors, agents, invitees or licensees, or occupiers of the Premises. The costs of all such cleansing and clearing works shall be payable by the Tenant to the Landlord on demand and such costs if unpaid on the due date as specified by the Landlord shall carry interest at the rate of two per centum (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited and together they shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action (it being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such cleansing or clearing works shall be final, conclusive and binding on the Tenant).

(22) The Tenant shall operate the Business in accordance with good

commercial practice and in all respects to the satisfaction of the Landlord and shall ensure that the reputation of the Building, the goodwill and reputation of the Landlord, other tenants or occupiers of the Building or their businesses or operations carried on in the Building will not in any way be prejudiced.

(23) (a) The Tenant shall not carry out any touting or soliciting for business or the distribution of any pamphlet, notice or advertising material outside the Premises or anywhere within the Building by any of the Tenant's employees, agents or licensees.

(b) The Tenant shall not extend the display and sale of the goods or services beyond the Premises.

(24) The Tenant shall not cook or prepare any food in the Premises.

(25) No cigarettes, cigars or other tobacco related products shall be displayed or sold at the Premises.

(26) No plastic bottled water measuring 1 litre or less shall be sold through the automatic vending machine(s) at the Premises, if any, except with prior written approval of the Landlord.

(27) The Tenant shall not use or permit or suffer to be used the Premises or any part thereof as sleeping quarters or as domestic premises within the meaning of any Ordinance for the time being in force or allow any person to remain on the Premises overnight except with the prior written approval of the Landlord.

(28) The Tenant shall not conduct any closing down or liquidation sale or sale by auction or otherwise permit any other activity of a similar nature to take place in the Premises.

(29) The Tenant shall not use any gramophone, radio, television, loudspeaker, musical instrument or similar apparatus or equipment in such a way

that the same shall be audible outside the Premises.

(30) The Tenant shall not keep any animals or pets within the Premises.

(31) The Tenant shall not dump any earth, debris, spoil of whatsoever nature, or building materials on any part of the Building or any Government land or properties.

(32) The Tenant shall not employ illegal workers and in the event of breach of this Special Condition, the Landlord shall be entitled to terminate the tenancy hereby created by three calendar months' notice in writing and the Tenant shall not be entitled to claim any compensation therefor.

(33) The Landlord shall have the absolute right at his sole discretion to permit any premises or areas within the Building (excluding the Premises) to be used for the purposes as specified in the First Schedule hereto or any other purposes, and the Tenant shall make no objection thereto and shall have no right to claim compensation whatsoever for such permission.

(34) The Tenant shall not carry out or permit any activity or works on the Premises which in the opinion of the Landlord may adversely affect the stability of the Premises and the structures within or surrounding the Premises.

(35) No human or animal remains whether in earthenware jars, cinerary urns or otherwise shall be deposited or stored within the Premises.

(36) Notwithstanding Clause (1) and Special Condition No. (1) hereof, the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of the whole or any part of the Premises if the same shall be required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Tenant three calendar months' notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's right to enforce any antecedent breaches,

the tenancy of the Premises or any part thereof so resumed shall cease, determine and be void and the Tenant shall quit and deliver up vacant possession of the Premises or any part thereof so resumed and upon the exercise of such power no compensation whatsoever shall be paid by the Landlord to the Tenant in respect of the Premises or any part so resumed regardless of whether the Landlord shall terminate this Agreement during the term of the tenancy.

(37) The Landlord shall be entitled from time to time and by notice in writing to the Tenant to make, introduce and subsequently amend, adopt or abolish if necessary such regulations as the Landlord may consider necessary for the proper operation, maintenance or management of the Building or any part thereof. The Tenant shall observe and comply with the said regulations as may from time to time be made or adopted by the Landlord.

(38) (a) The Tenant acknowledges that renovation works including the renovation of external walls and canopy (if any) of the Building may be carried out during the term of the tenancy hereby created. The Tenant shall follow and accept the temporary arrangements caused by such renovation works as advised by the Landlord. The Tenant agrees to the erection of such temporary structures by the Landlord inside or outside the Building or in front of the Premises for the purposes of carrying out the said renovation works.

(b) Notwithstanding anything contained in this Agreement, the Landlord and the authorized persons with or without appliances shall upon reasonable prior written notice being given to the Tenant have the right of unrestricted ingress, egress and regress to, from and through the Premises free of costs for the purposes of carrying out the said renovation works. The Tenant shall accept the temporary disruption to building services (including but not limited to water supply, electricity, air-conditioning and lighting) during the renovation. The Tenant agrees not to hold the Landlord liable

or responsible for any annoyance, disturbance, nuisance, injury, loss or damage caused to or suffered by the Tenant, his licensees, visitors or invitees arising directly or indirectly out of or in connection with the said renovation works or any other related works and no claims whatsoever for compensation, reduction in rent or otherwise shall be made by the Tenant against the Landlord by reason thereof.

(39) The Tenant shall carry on and operate the Business on the Premises during such hours as may be specified by the Landlord from time to time so that the relevant provision of retail or service to the public through the Business will be provided in all respects to the satisfaction of the Landlord. Such hours may be revised or varied by the Landlord from time to time at his absolute discretion, and which may be specified as 24 hours every day. In the event of any variation of the opening days and/or hours of the Business, the Tenant shall not be entitled to any compensation whatsoever or refund of the rent, management fees, air-conditioning charges, electricity charges or other charges already paid or any part thereof and the Tenant shall not be entitled to any reduction of the rent, management fees, air-conditioning charges, electricity charges or other charges.

(40) In the event the Premises are not being used or operated to the satisfaction of the Landlord in accordance with the First Schedule hereto, the Landlord shall have the right to terminate this Agreement and retake possession of the Premises upon giving one calendar month's prior notice in writing to the Tenant to that effect. No compensation shall be payable to the Tenant by the Landlord in respect of any loss or damage occasioned by the Tenant arising from such termination.

(41) No doors shall be allowed to open outwards from the Premises.

(42) The Tenant shall not use or permit or suffer the use of any liquefied petroleum gas (L.P.G.) within the Premises or any part thereof.

(43) The Tenant shall not install any cooling, heating or dehumidifying

equipment within the Premises without the prior written approval of the Landlord.

(44) The maximum superimposed load within the Premises shall be limited to such an extent so as not to render inadequate the margin of safety of, or impair the structural integrity and stability of, or cause danger to, any existing structure of the Premises and the Building.

(45) Within six calendar months from the Date of Commencement, the Tenant shall at his own expense obtain the Terminal Pass for his staff from the Landlord in connection with the use and occupation of the Premises. The Landlord shall not issue the said Terminal Pass if the use and occupation of the Premises is not in connection with the Business. The Tenant shall during the term of the tenancy hereby created observe and comply with all instructions and directions which may be imposed by the Landlord from time to time. In the event that the Tenant fails to obtain the said Terminal Pass within six calendar months from the Date of Commencement or fails to renew the said Terminal Pass during the term of the tenancy hereby created, the Landlord may at any time terminate this Agreement by giving one calendar month's prior notice in writing to the Tenant to that effect without any compensation whatsoever payable by the Landlord to the Tenant.

AS WITNESS WHEREOF the Director of Marine, Marine Department, being duly authorized by the Landlord so to do has set his hand hereto for and on behalf of the Landlord and the Tenant has set his hand hereto / has executed this Agreement on the day and year first above written.

Signed by)
)
)
 Director of Marine,)
 Marine Department)
 for and on behalf of the Landlord)
)
 in the presence of :-).....

.....

Name of Witness in block letters :
Position :
Marine Department
Hong Kong

Signed by)
)
)
)
)
)
)
 (name(s) in block letters)).....
for and on behalf of the Tenant

in the presence of :-

.....

Name of Witness in block letters :
Occupation :
Address :

OR

Sealed with the Common Seal of)
the Tenant and signed by)

)
)

in the presence of:-)

.....

Name of Witness in block letters :

Occupation :

Address :

OR

(for use by company incorporated in Hong Kong and execute the Tenancy Agreement without a common seal affixed)

Executed by the Tenant acting through)
)

[its sole director],)
)

or
[its director and],)
)

[its director],)
)

or
[its director and],)
)

[its company secretary],)
)

in accordance with section 127(3) and)
127(5) of the Companies Ordinance)

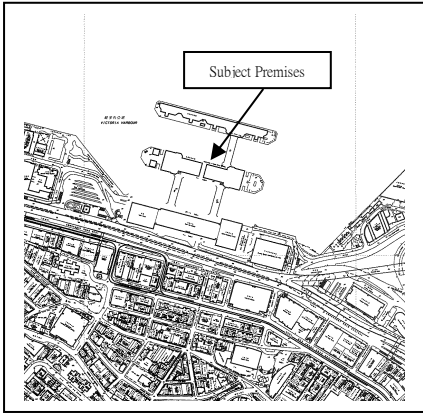
(Cap. 622))
)

in the presence of:-)

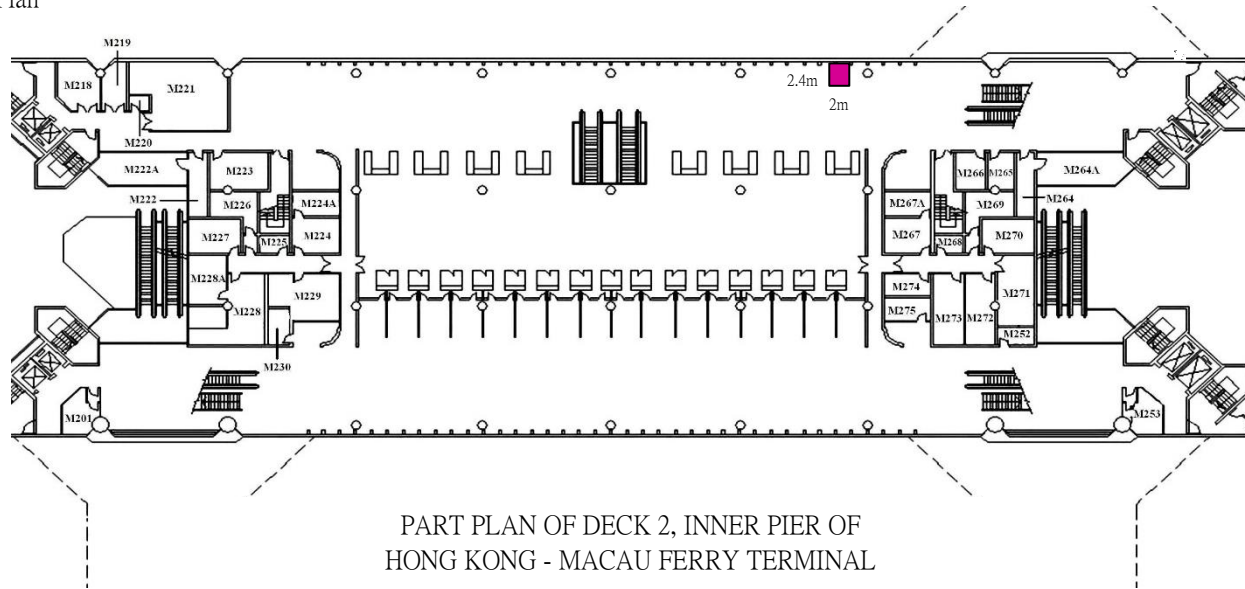
Name of Witness in block letters :

Occupation :

Address :



Location Plan



PART PLAN OF DECK 2, INNER PIER OF
HONG KONG - MACAU FERRY TERMINAL

NOT TO SCALE
FOR IDENTIFICATION PURPOSES ONLY
COLOURED PINK AREA 4.8 SQUARE METRES

TENANCY AGREEMENT NO. :

MFT2001

TENANT :

PREMISES :

SHOP NO. 5 ON THE DEPARTURE
LEVEL, DECK 2, INNER PIER OF
HONG KONG - MACAU FERRY
TERMINAL, SHEUNG WAN, HONG
KONG

PARTIES	SIGNATURE/ EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	MD-FTS-F01-060-17A-024[1]
PLAN NO.	MFT2001



**MARINE
DEPARTMENT**

