

Dated

**THE GOVERNMENT OF THE HONG KONG SPECIAL
ADMINISTRATIVE REGION
OF THE PEOPLE'S REPUBLIC OF CHINA**

and

TENANCY AGREEMENT

of

**CERTAIN PORTIONS OF
KAI TAK CRUISE TERMINAL**

**KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER,
THE LANDMARK, CENTRAL,
HONG KONG**

REF.: K/LWY/88303/LPK/DT

Contents

No.	Heading	Page No.
<u>SECTION I - INTERPRETATION AND AGREEMENT</u>		
1.	DEFINITIONS AND INTERPRETATION	1
2.	LETTING	14
3.	POSSESSION	19
<u>SECTION II - RENT AND OTHER CHARGES AND SUSPENSION OF RENT</u>		
4.	RENT	22
5.	AIR CONDITIONING CHARGES AND OTHER CHARGES	47
6.	SUSPENSION OF RENT	50
<u>SECTION III - TENANT'S OBLIGATIONS, RESTRICTIONS AND PROHIBITIONS</u>		
7.	ASSETS FOR OPERATION	51
8.	SUPPLY OF UTILITIES	55
9.	USE OF THE PREMISES	57
10.	COMMENCEMENT OF BUSINESS AT THE PREMISES (EXCLUDING THE ANCILLARY COMMERCIAL AREA)	71
11.	OPERATION OF BUSINESS	73
12.	CRUISE OPERATION AND MANAGEMENT	91
13.	VEHICULAR ACCESS AND TRAFFIC MANAGEMENT	98
14.	CLEANSING AND PEST CONTROL	101
15.	SECURITY	104
16.	LANDSCAPING MAINTENANCE	107

17. COMMENCEMENT OF BUSINESS AT THE ANCILLARY COMMERCIAL AREA	108
18. ADVERTISING SIGNAGE	109
19. ASSIGNMENT AND SUBLETTING	111
20. PROVISION OF ACCOMMODATION TO HKTb AND LICENSING OF HKTb INFORMATION COUNTER STAND INSTALLATION	122
21. LICENSING OF AIRPORT CHECK-IN & BAGGAGE DELIVERY SERVICE COUNTER	124
22. FITTING-OUT AND ALTERATION, ADDITIONS AND IMPROVEMENT WORKS	126
23. MAINTENANCE AND REPAIR	129
24. INSURANCE	132
25. CHARGING FACILITIES FOR ELECTRIC VEHICLES	140
26. VIEWING BY PROSPECTIVE TENANTS	142
27. YIELDING UP PREMISES	142

SECTION IV - INDEMNITY

28. INDEMNITY	145
----------------------	------------

SECTION V - LANDLORD'S OBLIGATIONS

29. LANDLORD'S PROVISIONS	147
30. LAYOUT PLAN	148
31. LANDLORD'S MAINTENANCE SCHEDULE	148
32. MAINTENANCE OF DREDGING ZONE	149

SECTION VI - LANDLORD’S RESERVED RIGHTS

33. AMENDMENTS TO DESIGN OF CRUISE TERMINAL	150
34. SIGNAGES FOR PROMOTION OF HONG KONG TOURISM	152
35. RIGHTS RESERVED	153
36. RIGHTS OF WAY	162

SECTION VII - EXCLUSION OF LIABILITY

37. GENERAL EXCLUSION OF LIABILITY	166
38. NO CLAIM AGAINST THE LANDLORD AND HKTB	169
39. RELEASE OF THE LANDLORD’S LIABILITIES	170
40. NO CLAIM FOR EXERCISE OF LANDLORD’S RIGHTS	170
41. NO LIABILITY DUE TO ENTRY OF PROSPECTIVE TENANTS	172
42. NO CLAIM AGAINST THE LANDLORD	172

SECTION VIII - DEFAULT

43. LANDLORD’S RIGHTS TO TERMINATE	172
44. FAILURE TO COMMENCE OPERATION AT THE PREMISES (EXCLUDING THE ANCILLARY COMMERCIAL AREA)	176
45. FAILURE TO MEET STANDARD OF SERVICE, SERVICE PLEDGES, COMPLY WITH BERTH-ALLOCATION GUIDELINES, PROVIDE SECURITY OR COMPLY WITH APPROVED TRAFFIC MANAGEMENT PLAN AND ADDITIONAL TRAFFIC MANAGEMENT MEASURES AND KPI	177
46. CHANGE IN MANAGEMENT TEAM	179
47. FAILURE TO YIELD UP PREMISES	179
48. CESSATION OF USER	180

SECTION IX - SERVICES TO GOVERNMENT ACCOMMODATIONS

49. GOVERNMENT ACCOMMODATIONS	181
50. FACILITY MANAGEMENT, CLEANSING AND SECURITY SERVICES TO THE GOVERNMENT ACCOMMODATIONS	182

SECTION X - DEPOSIT

51. SECURITY DEPOSIT	183
52. PERFORMANCE GUARANTEE	186

SECTION XI - MISCELLANEOUS

53. ON-SHORE POWER SUPPLY FACILITIES	189
54. NO REPRESENTATIONS OR WARRANTIES BY LANDLORD	190
55. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS	190
56. MISCELLANEOUS	192

Annex I
Layout plans of the Cruise Terminal

Annex II
Basic Design Parameters of the Cruise Terminal

Annex III
Schedule of the Premises

Annex IV
Landlord's Provisions

Annex V
Items to be provided and maintained by the Tenant

Annex VI(1)
Operation and Contingency Plan

Annex VI(2)
Organisation, Supervision, Resources and Maintenance Plan

Annex VI(3)
Quality Assurance and Compliance Plan

Annex VI(4)
Transition Plan

Annex VI(5)
Marketing Plan

Annex VI(6)
Accepted Innovative Suggestions

Annex VI(7)
KPI

Annex VII
Scope of Industry Engagement

Annex VIII
Management Team

Annex IX
Notes on Dockage Fee and Passenger Fee

Annex X
Dredging Zone and Berthing Constraint

Annex XI
Conditions of Erecting and Displaying Advertising Signs

Annex XII
Handover Conditions of the Premises within the Cruise Terminal Building

Annex XIII
Technical Schedule

Annex XIV
Landlord's Maintenance Schedule

Annex XV
Tenant's Maintenance Schedule

Annex XVI
Checklist of Precautionary Measures in times of Inclement Weather

Annex XVII
Property Damage Insurance for Government Assets

Annex XVIII
Schedule of Parking Area

Annex XIX
Schedule of Transportation Area

Annex XX
Service Specifications for Government Accommodations

Annex XXI
Form of Banker's Guarantee

Annex XXII
Form of Performance Guarantee

Annex XXIII
Shareholding Structure of Tenant

THIS AGREEMENT is made on

BETWEEN:

- (1) **The Government of the Hong Kong Special Administrative Region of the People's Republic of China** ("the **Landlord**"); and
- (2) _____ ("the **Tenant**").

WHEREAS:

- (A) The Landlord intends to let certain portions of the Kai Tak Cruise Terminal at 33 Shing Fung Road, Kai Tak to the Tenant for operation and management of the same.
- (B) The Landlord and the Tenant have respectively agreed to grant and accept a tenancy of the Premises on the terms and subject to the conditions set out in this Agreement.

SECTION I INTERPRETATION AND AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement:

- (a) "**AA&I**" shall have the meaning given in Clause 22.1(a);
- (b) "**Accepted Innovative Suggestions**" means the Pro-innovation Proposals and ESG Proposals in Annex VI(6) that are accepted by the Landlord;
- (c) "**Advertising Signs**" shall have the meaning given in Annex XI;
- (d) "**Air Conditioning Charges**" means the air conditioning charges payable by the Tenant in accordance with this Agreement;
- (e) "**Ancillary Commercial Area**" means the ancillary commercial areas of the Premises which are shown for identification purpose

only (save and except use of the areas which is not intended for identification purpose) on the layout plans annexed hereto as Annex I and, if applicable, as amended pursuant to the prior written approval of the Landlord under Clause 9.1;

- (f) **“Ancillary Office Area”** means the ancillary office areas of the Premises which are shown for identification purpose only (save and except use of the areas which is not intended for identification purpose) on the layout plans annexed hereto as Annex I and, if applicable, as amended pursuant to the prior written approval of the Landlord under Clause 9.1;
- (g) **“Annual Turnover Rent”** means the annual turnover rent as ascertained in accordance with Clause 4.3(a);
- (h) **“Approved Port Facility Security Plan”** shall have the meaning given in Clause 15.1(b);
- (i) **“Approved Traffic Management Plan”** shall have the meaning given in Clause 13.3(b);
- (j) **“Apron Area”** means the apron area of the Cruise Terminal, which said apron area is shown for identification purpose only coloured pink on the plan annexed hereto as Annex X;
- (k) **“Audited Accounts”** shall have the meaning given in Clause 4.4(d)(i);
- (l) **“AUP”** shall have the meaning given in Clause 4.4(c)(i);
- (m) **“Authorised Person”** means the authorised person as defined under Section 2 of the Buildings Ordinance (Cap. 123);
- (n) **“Baggage Service Counter”** shall have the meaning given in Clause 21.1;
- (o) **“Berth-Allocation Guidelines”** shall have the meaning given in Clause 12.3(a) as varied and

modified from time to time;

- (p) **“Binding Proposal”** shall have the meaning given in Clause 11.3(a);
- (q) **“Business Organisation”** means a partnership or a joint venture (whether incorporated or unincorporated);
- (r) **“Charging Facilities”** means fixed electrical installations for electric vehicles (EV) charging provided by the Landlord or the Tenant (as the case may be) which shall include, but not limited to, switchboards, distribution boards, cabling, conduits, trunkings, EV chargers, and its ancillary systems including fee charging equipment, kiosks, smart system and electronic displays for EV charger availability, if any;
- (s) **“Commencement Date”** means the date mentioned in Clause 2.2(a);
- (t) **“Company of a Related Director”** means a company (the “first mentioned company”), which a Related Director holds or controls directly (whether through one or more entities) not less than in aggregate 51 percent (51%) of the shareholder voting rights or controls the majority composition of the board of directors of the first mentioned company, and the Related Company of such first mentioned company;
- (u) **“Conduits”** means conduits, sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, light, information or other matters, and associated meter, switches, apparatus, transmitters, equipment and structures;
- (v) **“Confidential Information”** shall have the meaning given in Clause 56.5(a);

- (w) **“Contingency”** means any circumstance, event or occurrence beyond the control of the parties to this Agreement and which is not attributable to the act, omission or default of the Tenant under this Agreement, including, without limitation, fire, acts of God (including, without limitation, typhoons, tornadoes, floods, earthquakes and other forms of inclement weather), acts of the public enemy, government embargo restrictions, labour strikes, or action or inaction on the part of public utilities or governmental, statutory, public or competent authority, epidemic, pandemic and public gatherings or public processions that are in contravention of the Public Order Ordinance (Cap. 245), any regulations made thereunder and any amending legislation;
- (x) **“Contingency Plans”** shall have the meaning given in Clause 12.6(a);
- (y) **“Contract Year”** means each consecutive period of twelve (12) months commencing from the Commencement Date;
- (z) **“Cruise Terminal”** means the Apron Area and Cruise Terminal Building;
- (aa) **“Cruise Terminal Building”** means the cruise terminal building constructed in the Cruise Terminal, which is shown for identification purpose only edged blue on the plan annexed hereto as Annex X;
- (bb) **“Deposit”** shall have the meaning given in Clause 51.1(b);
- (cc) **“Dispute”** shall have the meaning given in Clause 56.3(a);
- (dd) **“Dispute Notice”** shall have the meaning given in Clause 56.3(a);
- (ee) **“E & M Facilities”** means electrical and mechanical facilities which shall include, but not limited to, electrical, lighting, mechanical,

heating, ventilation, chilled water, air-conditioning, plumbing, fire services, security, electronic and communication systems, installations and equipment, etc;

- (ff) **“Emergency Vehicular Access”** means the emergency vehicular access between Cruise Terminal Building and the adjoining site which is shown for identification purpose only coloured brown on the plan annexed hereto as Annex I (subject to the Landlord’s reserved right as set out in Clause 35.3(h)(vi));
- (gg) **“Existing Tenancy”** shall have the meaning given in Clause 3.1;
- (hh) **“Financial Information”** shall have the meaning given in Clause 4.5(a);
- (ii) **“Floor Area”**, in respect of the Premises (excluding the Apron Area), the Terminal Operation Area, the Ancillary Commercial Area, the Ancillary Office Area, the Parking Area, the Transportation Area, the Other Areas, the Kai Tak Cruise Terminal Park or the Government Accommodations shall be:
 - (i) the floor area measured from the exterior of the enclosing walls (ignoring any exterior finishes thereon) (and where such wall is a curtain wall, from the exterior of the curtain wall; or to the extent not enclosed by a solid wall, from the external boundary) of the Premises (excluding the Apron Area), the Terminal Operation Area, the Ancillary Commercial Area, the Ancillary Office Area, the Parking Area, the Transportation Area, the Other Areas, the Kai Tak Cruise Terminal Park, or (as the case may be) the Government Accommodations, except where an enclosing wall separates the same (other than the Government Accommodations) from

the Government Accommodations or any other areas in the Cruise Terminal Building not being part of the Premises or separates the Government Accommodations from any other areas in the Cruise Terminal Building not being part of the Premises, the measurement shall be taken to the middle of that wall (in ascertaining the middle of that wall, finishes on the wall shall be ignored); and

- (ii) shall include internal partitions and columns of the Premises (excluding the Apron Area), the Terminal Operation Area, the Ancillary Commercial Area, the Ancillary Office Area, the Parking Area, the Transportation Area, the Other Areas, the Kai Tak Cruise Terminal Park, or (as the case may be) the Government Accommodations;
- (jj) “**Gate 1**” has the meaning given in Clause 9.1(f)(iv);
- (kk) “**Gate 2**” has the meaning given in Clause 9.1(f)(vi);
- (ll) “**Government**” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
- (mm) “**Government Accommodations**” means the accommodations, parking spaces, loading and unloading spaces, pick up and drop off spaces in the Cruise Terminal for the exclusive use of Government departments, authorities and/or organisations including but not limited to Customs and Excise Department, Immigration Department, Department of Health, Hong Kong Police Force, Marine Department, Civil Aviation Department, Leisure and Cultural Services Department and/or any other Government departments, authorities and/or organisations authorised by the Landlord,

which are shown for identification purpose only coloured blue and blue hatched black on the layout plans annexed hereto as Annex I. For the avoidance of doubt, Government Accommodations include also the flagpoles at the Kai Tak Cruise Terminal Park, and the radar tower and radome at the South Podium Garden;

- (nn) **“Gross Receipt”** shall have the meaning given in Clause 4.3(b);
- (oo) **“Guarantor”** shall have the meaning given in Clause 52.1;
- (pp) **“HKIAC”** means Hong Kong International Arbitration Centre;
- (qq) **“HKICPA”** means Hong Kong Institute of Certified Public Accountants;
- (rr) **“HKTB”** means the Hong Kong Tourism Board, established under the Hong Kong Tourism Board Ordinance (Cap. 302) and shall include a reference to any other authority or organisation or official from time to time substituting the aforesaid Hong Kong Tourism Board or performing (in whole or in part) such of the functions performed by the said Hong Kong Tourism Board on the date of this Agreement as are relevant for the purpose of this Agreement;
- (ss) **“HKTB Accommodation”** shall have the meaning given in Clause 20.1;
- (tt) **“HKTB Information Counter Stand”** shall have the meaning given in Clause 20.9;
- (uu) **“Holding Company”** shall have the meaning given in Section 13 of the Companies Ordinance (Cap. 622);
- (vv) **“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

- (ww) **“Kai Tak Cruise Terminal Park”** means the open space at the roof top of the Cruise Terminal Building which is shown for identification purpose only coloured green on the plan annexed hereto as Annex I;
- (xx) **“KPI”** means Key Performance Indicators;
- (yy) **“Landlord’s Provisions”** means the fixtures, fittings, facilities, furniture, systems, equipment, plant and machinery as listed out in Annex IV;
- (zz) **“Management Team”** shall have the meaning given in Clause 11.10(a);
- (aaa) **“Monthly Fixed Rent”** means HK\$[] per calendar month;
- (bbb) **“New Landlord”** shall have the meaning given in Clause 51.7;
- (ccc) **“Non-Cruise Related Event”** means any event organised and arranged by the Tenant which is not related to a Ship Call including, without limitation, conventions, meetings, conferences, exhibitions and shows but excluding general use and enjoyment of the Kai Tak Cruise Terminal Park and open space by the public;
- (ddd) **“Notice of Intention to Commence Arbitration”** shall have the meaning given in Clause 56.3(b);
- (eee) **“Other Areas”** means the areas including South Podium Garden, North Podium Garden, Colonnade and Landscaped Deck of North Entrance Building, parts, facilities, equipment and systems of the Cruise Terminal and the other parts of the Cruise Terminal which are shown for identification purpose only (save and except use of the areas which is not intended for identification purpose) on the layout plans annexed hereto as Annex I;

- (fff) **“Parking Area”** means the parking areas of the Cruise Terminal which is shown for identification purpose only (save and except use of the areas which is not intended for identification purpose) on the layout plans annexed hereto as Annex I;
- (ggg) **“Payment Due Date”** shall have the meaning given in Clause 4.4(c)(iii);
- (hhh) **“PHMSO”** shall have the meaning given in Clause 3.5(a);
- (iii) **“Port Facility Security Plan”** shall have the meaning given in Clause 15.1(a);
- (jjj) **“Premises”** means the areas shown for identification purpose only (i) edged red and (ii) coloured brown on the layout plans annexed hereto as Annex I (subject to revision in accordance with Clause 33.1) and include:
- (i) the Terminal Operation Area;
 - (ii) the Ancillary Office Area;
 - (iii) the Ancillary Commercial Area;
 - (iv) the Parking Area;
 - (v) the Transportation Area;
 - (vi) the Apron Area;
 - (vii) the Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5);
 - (viii) the Emergency Vehicular Access; and
 - (ix) the Other Areas;

and also includes walls, columns, ceilings, stairs, escalators, travelators, elevators,

foundations, beams, roof slabs, ceiling slabs, floor slabs, structural elements and external walls and façade of the Cruise Terminal and also other areas, plant rooms, meter rooms and telecommunication rooms serving the Premises, but shall for the avoidance of doubt exclude the Government Accommodations;

- (kkk) **“Provisional Payment”** shall have the meaning given in Clause 4.4(c)(iv);
- (lll) **“RCP”** shall have the meaning given in Clause 14.3;
- (mmm) **“Related Company”** means, in relation to a company (the “first mentioned company”), any Subsidiary of the first mentioned company’s Holding Company, and any company in which the first mentioned company or any such Holding Company holds or controls directly or indirectly (whether through one or more entities) not less than in aggregate 30 percent (30%) of the shareholder voting rights;
- (nnn) **“Related Director”** means, in relation to a company (the “first mentioned company”), a person who is acting from time to time as a director or shadow director of the first mentioned company or the Holding Company of the first mentioned company or any Subsidiary of such Holding Company;
- (ooo) **“Related Party”** means a Related Company, a Related Director or a Company of a Related Director;
- (ppp) **“Rent”** means the rent payable by the Tenant under this Agreement including the Monthly Fixed Rent and the Annual Turnover Rent;
- (qqq) **“Restricted Area”** means the restricted area as defined under Section 2 of the Kai Tak Cruise Terminal Ordinance (Cap. 627);
- (rrr) **“Service Pledges”** shall have the meaning given in Clause 11.2(a);

- (sss) **“Ship Call”** means the situation where cruise vessel or vessels with or without carrying passenger is/are berthed at the Cruise Terminal;
- (ttt) **“Sublet Area”** shall have the meaning given in Clause 19.2(a);
- (uuu) **“Submission Due Date”** shall have the meaning given in Clause 4.4(c)(i);
- (vvv) **“Subsidiary”** shall have the meaning given in Section 15 of the Companies Ordinance (Cap. 622);
- (www) **“Term”** shall have the meaning given in Clause 2.2(a);
- (xxx) **“Terminal Operation Area”** means the areas for the operation of the Cruise Terminal comprising, inter alia concourse, baggage handling areas and passenger check-in and waiting areas which are shown for identification purpose only (save and except use of the areas which is not intended for identification purpose) on the layout plans annexed hereto as Annex I;
- (yyy) **“Traffic Management Plan”** shall have the meaning given in Clause 13.3(a);
- (zzz) **“Transportation Area”** means the transportation area of the Cruise Terminal comprising, inter alia, driveways, circulation area, queuing spaces, lay-bys and pick up and drop off spaces which said transportation area is shown for identification purpose only (save and except use of the areas which is not intended for identification purpose) on the layout plans annexed hereto as Annex I;
- (aaaa) **“Ultimate Place of Safety”** shall have the meaning given in Section 3 of Part A of the Code of Practice for Fire Safety in Buildings 2011 (2024 Edition) issued by Buildings

Department in September 2024, subject to amendment and supplement from time to time;

- (bbbb) “**Utility Consumption Units**” shall have the meaning given in Clause 8.1;
- (cccc) “**Verified Income Statement**” shall have the meaning given in Clause 4.4(c)(i);
- (dddd) “**Website**” shall have the meaning given in Clause 11.6(a);
- (eeee) “**Working Day**” means a day other than a general holiday (as defined and referred to in the General Holidays Ordinance (Cap.149)) or a Saturday and on which Typhoon Signal No.8 or above or the black rain storm warning signal is not hoisted, or “extreme condition” announced by the Government is not in effect in Hong Kong at any time between the hours of 9 a.m. and 5 p.m.; and
- (ffff) “**World Class**” means a standard comparable to other international cruise terminal of similar size, scale, reputation and operation and the Landlord shall have the absolute discretion to decide if the Tenant’s service is up to world class service, and the decision of the Landlord shall be final, binding and conclusive on the Tenant.

1.2 Interpretation. In this Agreement:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include every gender;
- (c) words importing persons include firms, companies, corporations and Business Organisation and vice versa;
- (d) references to Clauses and Annexes are references to the relevant clause in or annex to this Agreement;

- (e) the index and headings shall not affect the interpretation of this Agreement;
- (f) references to any obligation on any person to do any act or thing include an obligation to procure that act or thing to be done by another person;
- (g) references to “losses” or “liabilities” include all liabilities, damage, loss, damages, compensation, injuries, costs, disbursements, expenses, claims and proceedings;
- (h) the expressions “including” or “includes” means including or includes without limitation;
- (i) references to any Government authority or official shall include a reference to any other Government authority or official from time to time substituting the first mentioned Government authority or official or performing (in whole or in part) such of the functions performed by the first mentioned Government authority or official on the date of this Agreement as are relevant for the purpose of this Agreement;
- (j) references to the Cruise Terminal, the Cruise Terminal Building, the Premises, the Apron Area, the Terminal Operation Area, the Ancillary Commercial Area, the Ancillary Office Area, the Parking Area, the Transportation Area, the Other Areas, the Kai Tak Cruise Terminal Park, the Emergency Vehicular Access and the Government Accommodations are references to each and every part thereof;
- (k) nothing in this Agreement is to be construed as imposing any obligation on the Landlord not to refuse any consent, approval, permission or authorisation unreasonably or to give any consent, approval, permission, or authorisation without delay, save where

expressly provided in this Agreement. The Landlord may impose any conditions it deems appropriate to any consent, approval, permission or authorisation it gives (if any);

- (l) for the purpose of this Agreement, any act, default, negligence or omission of any contractor, servant, agent, licensee, sub-tenant, officer, employee, visitor or invitee of the Tenant shall be deemed to be the act, default, negligence or omission of the Tenant; and
- (m) where the Tenant comprises more than one person, all covenants, undertakings and agreements made by the Tenant herein shall be deemed to be made jointly and severally by all the persons comprising the Tenant and their obligations and liabilities under this Agreement shall be joint and several.

2. LETTING

2.1 Grant of tenancy. In consideration of the Tenant paying to the Landlord the Rent and other payments due or payable under this Agreement, the Landlord LETS the Premises to the Tenant for the Term SUBJECT TO all rights, privileges, restrictions, covenants, agreements and stipulations of whatever nature affecting the Premises (whether provided in this Agreement or otherwise) and EXCEPT AND RESERVED unto the Landlord and all persons authorised by it or otherwise entitled all rights reserved by the Landlord under this Agreement.

2.2 Term.

- (a) The term of the letting under this Agreement is fixed for ten (10) years commencing from [] (“**Term**”).
- (b) If the Tenant shall be desirous of taking a tenancy of the Premises for a further term of five (5) years (the “**New Term**”) commencing from the expiration of the Term hereby

granted at the rent and on the covenants terms and conditions hereinafter mentioned in this Clause 2.2, it shall, not more than forty-two (42) months and not less than thirty-nine (39) months before the expiration of the Term hereby granted, give to the Landlord a notice in writing of such desire.

(c) If the Tenant shall not have expressed its desire to take a tenancy as aforesaid, this Agreement shall be terminated upon the expiration of the Term and the Tenant shall upon such expiration forthwith yield up vacant possession of the Premises in the manner herein provided.

(d) If the Tenant shall have performed observed and complied with all the terms conditions and stipulations herein contained on its part to be performed observed and complied with up to the expiration of the Term and the Tenant's performance during the Term is to the Landlord's satisfaction (at the Landlord's sole discretion), then the Landlord may (but is not obliged to) consider letting the Premises to the Tenant for the New Term from the expiration of the Term subject to the terms and conditions of the New Term to be determined herein provided in Clause 2.2(f).

For the avoidance of doubt, the Landlord shall have the full and unfettered right to grant tenancy of the Premises or any part thereof to any person(s) at such rent(s) and upon such terms and conditions as the Landlord shall in its sole discretion think fit after the expiration of the Term hereby granted without giving the Tenant any offer to let the Premises for the New Term despite the Tenant's full compliance of the above terms and conditions.

(e) In the event that the Landlord decides not to enter into a new tenancy agreement or a supplementary agreement for the New Term with the Tenant, the Landlord shall notify the

Tenant and the Tenant shall continue to operate the Cruise Terminal in full compliance with the requirements as stipulated herein until the expiry of the Term.

(f) If the Landlord is prepared to consider entering into a new tenancy agreement or a supplementary agreement for the New Term with the Tenant, it shall set out the terms and conditions of the new tenancy agreement or (as the case may be) the supplementary agreement (including the new rent for the New Term) (the “Landlord’s Offer ”) within three (3) months after the Landlord’s receipt of the Tenant’s notice of desire to take a tenancy of the Premises for a further term.

(i) The Tenant shall within fourteen (14) days of the date of the Landlord’s Offer lodge with the Landlord a written notice accepting or rejecting the Landlord’s Offer (the “Offer Period”).

(ii) If the Tenant lodges a written notice with the Landlord unconditionally accepting the Landlord’s offer within the Offer Period, then the parties are bound by the terms and conditions set out in the Landlord’s Offer and a new tenancy agreement or a supplementary agreement shall be entered into by the parties in respect of the New Term within one (1) month from the Tenant’s acceptance of the Landlord’s Offer. The new tenancy agreement or (as the case may be) the supplementary agreement shall be in the form adopted by the Landlord.

(iii) For the avoidance of doubt, any acceptance of the Landlord’s Offer which is subject to conditions and/or which contains a counter-proposal will not constitute a valid acceptance of the Landlord’s Offer.

- (iv) If the Tenant shall not validly accept the Landlord's Offer within the Offer Period, then the Landlord's Offer shall lapse and be deemed to have been withdrawn and the Landlord shall be at liberty to let the Premises or any part thereof to any person(s) at such rent(s) and upon such terms and conditions as the Landlord shall in its sole discretion think fit.
- (v) Neither party shall be bound by the terms and conditions offered unless and until the party receiving the offer validly and unconditionally accepts all the terms and conditions presented.
- (g) If the Tenant shall not have expressed its desire to take a tenancy under Clause 2.2(b) or no new tenancy agreement nor supplementary agreement for the New Term has been entered into within the prescribed time frame in Clause 2.2(f)(ii), this Agreement shall be terminated upon the expiration of the Term and the Tenant shall upon such expiration forthwith yield up vacant possession of the Premises in the manner herein provided.
- (h) The grant of the new tenancy is at the sole discretion of the Landlord. The Tenant shall have no claim for any loss, compensation, damages, costs or expenses arising from the non-grant of the new tenancy. The Landlord's decision shall be final, binding and conclusive on the Tenant.

2.3 Governance. The Tenant acknowledges the importance of maintaining the image, nature and character of the Cruise Terminal as a World Class cruise terminal and for such purpose, the Tenant agrees, accepts and acknowledges that the Landlord shall have the following rights:

- (a) The Landlord shall forthwith appoint a management committee to oversee and monitor

the operation and performance of the Cruise Terminal. The management committee shall consist of the Landlord's representative, the Tenant's representative, the representatives from occupying departments of the Cruise Terminal (on need basis) and any person(s) appointed by the Landlord from time to time. The Tenant shall ensure that the Tenant's representatives shall have supervisory management and control of the operation of the Cruise Terminal and shall have authority to commit the Tenant to all decisions relating to this Agreement. The management committee meeting will be held on a quarterly basis or such other frequency to be determined by the Landlord. The management committee shall discuss issues relating to the operation and performance of the Cruise Terminal.

- (b) The Tenant shall attend to, manage and investigate any complaints/feedback/enquiries raised during the management committee meeting and ensure that any underperformance and breach of its obligations under this Agreement shall be forthwith rectified to the Landlord's satisfaction.
- (c) The Landlord shall have the right to convene meetings with the Tenant to discuss any issues relating to this Agreement when the Landlord considers necessary. The Tenant shall respond promptly to the Landlord's request for the meeting and make all necessary arrangements to ensure that the meeting with the Landlord will be conducted immediately at any time as reasonably determined by the Landlord.
- (d) For the avoidance of doubt, this Clause 2.3 shall be without prejudice to the Landlord's rights and remedies under this Agreement. In particular, the discussion of the management committee shall not be binding on the Landlord and shall not constitute waiver of any terms or conditions of this Agreement.

3. POSSESSION

- 3.1 Possession of Premises. The Cruise Terminal was built in accordance with Annex I, Annex II and Annex III. The Tenant accepts the Premises in “as is” condition, meaning, the condition as at the date of the handover of the Premises by the Landlord to the Tenant.

The Landlord hereby declares and the Tenant hereby acknowledges that part of the Premises are currently rented to the party described as the Tenant (“the Existing Tenant”) in and pursuant to a Tenancy Agreement dated 12 October 2021 (“**Existing Tenancy**”) and made between the Landlord and the Existing Tenant, which Existing Tenancy will expire on 31 May 2028. Subject to Clause 3.5 the Landlord shall use its reasonable endeavours to deliver vacant possession of the Premises to the Tenant on the Commencement Date. In the event that the Landlord is unable to regain vacant possession of the Premises or any part thereof, it is hereby agreed that the Landlord shall handover to the Tenant the part of the Premises that the Landlord is able to regain vacant possession with the remaining part or parts of the Premises to be handed over to the Tenant when vacant possession in respect of such part or parts is obtained and the Landlord shall continue to use its reasonable endeavours to deliver vacant possession of the remaining part or parts of the Premises to the Tenant. The Tenant acknowledged and agreed that notwithstanding any delay on the part of the Landlord to deliver vacant possession of the Premises or any part or parts thereof to the Tenant under such circumstance, the expiry date of the letting under this Agreement shall remain ten (10) years after the Commencement Date.

- 3.2 In the event that the Landlord is unable to deliver vacant possession of the Premises or part thereof on the Commencement Date, the Monthly Fixed Rent payable shall be adjusted on a pro rata basis until the date when the Landlord is in a position to deliver vacant possession of the whole Premises to the Tenant.

- 3.3 Other than the adjustment of Monthly Fixed Rent payable by the Tenant under Clause 3.2 (if any), no other allowance, incentive, compensation or rent concession in whatsoever form shall be given to the Tenant and the Tenant shall not be entitled to early terminate this Agreement for any reason in connection therewith or to make any claims against the Landlord. During the aforesaid adjustment period for the Monthly Fixed Rent, the Tenant shall remain liable for assessment and payment of the Annual Turnover Rent (where applicable) and shall perform and observe all terms and conditions contained in this Agreement. The Air Conditioning Charges, rates, other charges and outgoings payable by the Tenant during such period shall be adjusted on a pro rata basis until the date when the Landlord is in a position to deliver vacant possession of the whole Premises to the Tenant.
- 3.4 Subject to the agreement of the Existing Tenant, the Tenant shall have the right and upon the approval of the Landlord to negotiate with the sub-tenants and licensees new terms of the sub-tenancies and the licences with the outgoing sub-tenants and outgoing licensees which terms shall not be in breach of Clauses 19.2, 19.3, 19.4, 19.5, 19.6 and 19.8 herein and provided that if the Tenant reaches agreement with the sub-tenants and licensees on the new terms of the sub-tenancies and the licences, the Existing Tenant extends the term of such sub-tenancies and licences with the existing sub-tenants and licensees till the expiry of the Existing Tenancy on 31 May 2028. In such circumstances, vacant possession of the aforesaid areas as occupied by the concerned outgoing sub-tenants and outgoing licensees shall be deemed to have been delivered to the Tenant on the Commencement Date and the Landlord shall have no further duty to deliver vacant possession of that part or parts of the Premises to the Tenant on or after the Commencement Date. No compensation, remedies, or monies shall be payable by the Landlord and adjustment of Monthly Fixed Rent and other applicable charges under Clauses 3.2 and 3.3 shall not apply to the aforesaid areas.
- 3.5 (a) The Tenant acknowledges that the Kai Tak Cruise Terminal Park has been set aside by the

Director of Leisure and Cultural Services as a public pleasure ground pursuant to Section 106 of the Public Health and Municipal Services Ordinance (Cap. 132) (“**PHMSO**”) as at the date of this Agreement. It is intended that the Kai Tak Cruise Terminal Park shall be removed from the Fourth Schedule to the PHMSO to the effect that Kai Tak Cruise Terminal Park shall no longer constitute a public pleasure ground under the PHMSO and will form part of the Premises.

- (b) As required at any time in a written notice issued by the Landlord to the Tenant, the Tenant shall at its own expense take possession of the Kai Tak Cruise Terminal Park on the date as specified by the Landlord, in which event the Kai Tak Cruise Terminal Park shall form part of the Premises and all provisions herein applicable to the Premises shall henceforth apply to the Kai Tak Cruise Terminal Park. For the avoidance of doubt, the Landlord may impose any further/additional provisions and/or regulations concerning the Kai Tak Cruise Terminal Park and the Tenant shall, if required by the Landlord, enter into any instrument/agreement with the Landlord and/or any other third party as may be directed by the Landlord regarding the same. The Tenant shall at its own cost and expenses observe and comply with the further/additional provisions and/or regulations concerning the Kai Tak Cruise Terminal imposed by the Landlord under this sub-clause.
- (c) The Tenant agrees that no warranty, representation, assurance, obligations or undertaking of any kind whatsoever is or has been given or implied or imposed on by the Landlord as to whether and/or when the possession of the Kai Tak Cruise Terminal Park shall be delivered or given to the Tenant, and agrees not to make any claim for loss, damages or compensation whatsoever against the Landlord if the Landlord does not call

upon the Tenant to take possession of the Kai Tak Cruise Terminal Park during the Term for any reason whatsoever.

SECTION II

RENT AND OTHER CHARGES AND SUSPENSION OF RENT

4. RENT

4.1 Rental Structure. During the Term, the Tenant shall pay the Monthly Fixed Rent and Annual Turnover Rent in accordance with the manner provided in this Agreement. The Rent is exclusive of rates, Air Conditioning Charges, utility charges and other outgoings whatsoever.

4.2 Monthly Fixed Rent. The Tenant shall pay the Monthly Fixed Rent in advance free and clear of all deductions and without set off.

4.3 Annual Turnover Rent. The Annual Turnover Rent shall be determined in the following manner:

(a) The Annual Turnover Rent shall be derived for each Contract Year until the end of the Term or the date of early termination of this Agreement, whichever is earlier, from multiplying the aggregate Gross Receipt for that Contract Year by [] percent ([]%). For the avoidance of doubt, in the event of early termination of this Agreement, the last Contract Year for which the Annual Turnover Rent shall be derived in accordance with this Clause 4.3(a) shall be deemed to end on the date of such early termination, notwithstanding that such Contract Year may be less than twelve (12) months.

(b) “**Gross Receipt**” means the aggregate amount or consideration received or to be received from all trades and businesses carried on, in or from the Premises by the Tenant and all other incomes, fees and charges derived or to be derived from the Premises, the Charging

Facilities, the exhibition of advertising sign, the video wall and the installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises by the Tenant and shall include but not be limited to:

- (i) the amount received or to be received from the sale of goods and the performance of services provided at, in, through or out of the Premises, the Charging Facilities and the video wall including without limitation:
 - (A) orders for goods or services or facilities (including service charge for food and beverage trade) originated, received or accepted at or from the Premises;
 - (B) orders solicited off the Premises by persons operating from or reporting to the Premises;
 - (C) sales made and services performed by machines and other devices in or annexed to the Premises;
 - (D) such charges levied by way of service charge or rebate for making booking or order at or from the Premises for goods and services or facilities executed or performed or provided elsewhere;
 - (E) transactions where:
 - (1) a server on the Premises is used in connection with hosting a website at or through which a

part of such sale or performance may be transacted; or

- (2) any other electronic or computer facility or equipment on the Premises is used in connection with such sale or performance;

Provided that the sale of goods or performance of services actually takes place or occurs in, at, through or out of the Premises;

- (ii) the amount or consideration expressed to be paid to the Tenant for goods sold or services or facilities performed or provided by the Tenant under any credit arrangement of whatsoever nature including but without limitation to credit card facilities and other deferred payment arrangements before deducting commission discounting administration and other charges payable by the Tenant under the credit arrangement and irrespective of whether the Tenant can recover the said amount or consideration from the customers or some other persons, firms or corporation which have assumed the liabilities of the customers in relation to the goods sold and service and facilities performed or provided by the Tenant under the said credit arrangement;
- (iii) the amount received in respect of any hire purchase or hiring arrangement made at or in the Premises;
- (iv) the amount received or receivable from sale and services which the Tenant in the normal and customary

course of the Tenant's operations would or should be credited or attributed to the business of the Tenant at the Premises;

- (v) the amount of any service charge levied or imposed by the Tenant on goods sold services performed or otherwise disposed of goods or and paid by a customer;
- (vi) if the business includes or involves (inter alia) selling cash, gift, festive product or other coupons AND redemption of cash, gift, festive product or other coupons (irrespective of where such coupons are sold and purchased or given and obtained at the Premises for goods, service or money) the total proceeds of the sale of the said coupons in the Premises OR the total value of the goods, service or money redeemed in the Premises as aforesaid, shall be included in the Gross Receipt notwithstanding anything mentioned as aforesaid;
- (vii) any other income or fees derived from the Premises, the Charging Facilities, the exhibition of advertising sign, the video wall and the installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises; and
- (viii) all income generated from the issuance of permission or licence for exhibiting advertising signs.

Provided that:

- (ix) every sale on credit terms or on an instalment basis shall be deemed to be a sale for the full cash price at the

date when the same is made irrespective of the time or times at which the Tenant receives payment;

- (x) every hiring of goods to a customer with an option to purchase shall be deemed to be a sale of the goods for the full cash price at the date when the hiring is made (irrespective of the time or times at which the Tenant receives payment);
- (xi) every deposit by a customer shall be included in the Gross Receipt at the time of receipt and shall only be deducted from the Gross Receipt if and when repaid;
- (xii) every deposit by a cruise line operator shall be included in the Gross Receipt at the time of receipt and shall only be deducted from the Gross Receipt if and when repaid;
- (xiii) every deposit paid by a sub-tenant or a licensee under (in the case of the sub-tenant) the sub-tenancy agreement or (in the case of the licensee) the licence agreement shall not be included in the Gross Receipt unless it is forfeited by the Tenant. In the event of forfeiture, the deposit forfeited shall be included in the Gross Receipt at the time when the same is forfeited to the Tenant save and except that if the deposit forfeited is to set off the outstanding payment that should have been payable by a sub-tenant or a licensee under the sub-tenancy agreement or the licence agreement (as the case may be) and where such amount payable has already been included previously in the Gross Receipt, the deposit as forfeited shall not be included in the Gross Receipt;

- (xiv) the value of any goods, service or money redeemed in the Premises as aforesaid shall be included in the Gross Receipt only if the value of the relevant coupon so redeemed has not been included as Gross Receipt under Clause 4.3(b)(vi); and
 - (xv) in calculating the amount of the Gross Receipt no deduction shall be made for bad or doubtful debts or (in the case of transactions paid by credit card) discounts or commissions payable by the Tenant to the provider of the credit.
- (c) For the avoidance of doubt, the Gross Receipt includes not only incomes, fees and charges received from all trades and businesses carried on, in or from the Premises by the Tenant and all other incomes, fees and charges derived from the Premises, the Charging Facilities, the exhibition of advertising sign, the video wall and the installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises by the Tenant during the Term but also covers incomes, fees and charges derived by the Tenant from the Premises, the video wall and the business carried on, in or from the Premises (including without limitation advance booking) prior to the Commencement Date of the tenancy which shall be deemed to be the Gross Receipt of the first calendar month of the Term.
- (d) All rents, licence fees, income, fees and charges received or to be received by the Tenant from all sub-tenants, licensees and users (including the Related Parties) will form part of the Gross Receipt. For the avoidance of doubt, all fees, rates and air-conditioning charges and their associated surcharges (subject to the proviso hereinafter mentioned), and other outgoings payable by the

sub-tenants, licensees and users to the Tenant form part of the Gross Receipt save and except for those surcharges or interest payment received or to be received from all sub-tenants, licensees and users (including the Related Parties) arising from late payment of rates and air conditioning charges provided that the amount received by the Tenant does not exceed the amount as levied by the Landlord.

- (e) Notwithstanding the aforesaid provisions, subject to the Landlord's prior written approval and any additional conditions as may be imposed by the Landlord as it deems appropriate, any rents, licence fees, income, fees, charges and reimbursement payment received or to be received by the Tenant from the Government or from other parties in providing the goods and services or facilities as requested by the Landlord could be excluded from forming part of the Gross Receipt.
- (f) For the purpose of calculating Gross Receipt, if the Tenant or any of the Related Parties occupies part or parts of the Ancillary Commercial Area for operation of commercial business (other than operation of a cruise terminal), the Landlord shall have the sole discretion to include in the Gross Receipt the higher of (1) the deemed rental income for such part or parts of the Ancillary Commercial Area or (2) the business income of the Tenant or (as the case may be) the Related Parties in such part or parts of the Ancillary Commercial Area.
 - (i) For the determination of the deemed rental income, the Tenant shall at its own cost and expense engage an independent valuer to assess full market rent of such part or parts of the Ancillary Commercial Area. The independent valuer may be appointed by agreement between the

Landlord and the Tenant, or in default of such agreement within one (1) month after the date of the Landlord's demand of an independent valuer's report from the Tenant, appointed by the President for the time being of the Hong Kong Institute of Surveyors on the application of either party hereto. The Landlord may take into account the report prepared by the independent valuer and other considerations which the Landlord may deem appropriate when determining the deemed rental income for such part or parts of the Ancillary Commercial Area. The Landlord's decision on the deemed rental income in respect of such part or parts of the Ancillary Commercial Area shall be final, binding and conclusive on the Tenant.

(ii) The incomes of the business of the Tenant and the Related Parties in such part or parts of the Ancillary Commercial Area is determined in accordance with Clause 4.3(b) above. If the business income of the Related Parties shall be included in the Gross Receipt, any reference to the "Tenant" in Clause 4.3(b) and (c) shall include both the Tenant and the Related Parties. The statements and accounts submitted by the Tenant pursuant to Clause 4.4 shall include the Gross Receipt of the Related Parties.

(g) For the purpose of calculating Gross Receipt, if the cruise vessels of the Tenant or any of the Related Parties berth at the Cruise Terminal, the following provisions shall apply:

(i) The Tenant shall report any proposed berthing of cruise vessel by itself and

the Related Parties to the Landlord.

- (ii) The Landlord shall have the sole discretion to include in the Gross Receipt the higher of (1) deemed prevailing dockage fee(s) and passenger fee(s) or (2) the dockage fee(s) and passenger fee(s) paid by the Tenant or (as the case may be) the Related Parties.
 - (iii) The Landlord shall have the full right to adopt the prevailing dockage fee(s) and passenger fee(s) assessed by the Landlord as deemed prevailing dockage fee(s) and passenger fee(s) to be included in the Gross Receipt. The Landlord's assessment of prevailing dockage fee(s) and passenger fee(s) shall be final, binding and conclusive on the Tenant.
- (h) For the purpose of calculating Gross Receipt, if the Tenant or any of the Related Parties erects or exhibits any advertising sign in the interior of the Premises, the following provisions shall apply:
 - (i) The Tenant shall report any proposed erection or exhibition of advertising sign by itself and the Related Parties to the Landlord.
 - (ii) The Tenant and the Related Parties shall pay full market licence fee for the erection or exhibition of advertising sign.
 - (iii) The Landlord shall have the sole discretion to include in the Gross Receipt the higher of (1) the deemed licence fee for the erection or exhibition of advertising sign or (2) the licence fee paid by the Tenant or (as the case may be) the Related Parties.

- (iv) If so required by the Landlord, the Tenant shall at its own cost and expense engage an independent valuer appointed by the President of Hong Kong Institute of Surveyors to assess full market licence fee for the erection or exhibition of advertising sign. The Landlord may take into account the report prepared by the independent valuer and other considerations which the Landlord may deem appropriate when determining the full market licence fee for the erection or exhibition of advertising sign. The Landlord's decision on the full market licence fee for the erection or exhibition of advertising sign shall be final, binding and conclusive on the Tenant and the Landlord shall have the full right to adopt such full market licence fee determined by the Landlord as deemed licence fee for the erection or exhibition of advertising sign.
- (i) For the purpose of calculating Gross Receipt, if the Tenant or any of the Related Parties displays advertisement, sign or logo on the video wall, the following provisions shall apply:
 - (i) The Tenant shall report to the Landlord any proposed sale of advertising air-time to itself and the Related Parties.
 - (ii) The Tenant and the Related Parties shall pay full market fee for display of advertisement, sign or logo on the video wall.
 - (iii) The Landlord shall have the sole discretion to include in the Gross Receipt the higher of (1) deemed full

market fee for the advertising air-time (2) the fee paid by the Tenant or (as the case may be) the Related Parties.

- (iv) The Landlord shall have the full right to adopt the full market fee assessed by the Landlord as deemed full market fee for the advertising air-time to be included in the Gross Receipt. The Landlord's assessment of full market fee shall be final, binding and conclusive on the Tenant.
- (j) For the purpose of calculating Gross Receipt, if the Tenant or any of the Related Parties licenses any part of the Premises for Non-Cruise Related Event, the following provisions shall apply:
 - (i) The Tenant shall report any proposed use of any part of the Premises for Non-Cruise Related Event by itself and the Related Parties.
 - (ii) The Tenant and the Related Parties shall pay full market licence fee for the use of part of the Premises for Non-Cruise Related Event.
 - (iii) The Landlord shall have the sole discretion to include in the Gross Receipt the higher of (1) the deemed licence fee for the use of part of the Premises for Non-Cruise Related Event or (2) the licence fee paid by the Tenant or (as the case may be) the Related Parties.
 - (iv) The Landlord shall have the full right to adopt the licence fee assessed by the Landlord as deemed licence fee for the use of part of the Premises for Non-Cruise Related Event to be included in the Gross Receipt. The

Landlord's assessment of full licence fee shall be final, binding and conclusive on the Tenant.

- (k) For the purpose of calculating Gross Receipt, if the Tenant or any of the Related Parties uses any car parking space and any associated facilities in the Parking Area, the following provisions shall apply:
 - (i) The Tenant shall report any proposed use of car parking space and any associated facilities in the Parking Area by itself and the Related Parties.
 - (ii) The Tenant and the Related Parties shall pay full market licence fee for the use of car parking space and any associated facilities in the Parking Area.
 - (iii) The Landlord shall have the sole discretion to include in the Gross Receipt the higher of (1) the deemed licence fee for the use of car parking space and any associated facilities in the Parking Area or (2) the licence fee paid by the Tenant or (as the case may be) the Related Parties.
 - (iv) The Landlord shall have the full right to adopt the licence fee assessed by the Landlord as deemed licence fee for the use of car parking space and any associated facilities in the Parking Area to be included in the Gross Receipt. The Landlord's assessment of full licence fee shall be final, binding and conclusive on the Tenant.
- (l) For the purpose of calculating Gross Receipt, if the Tenant or any of the Related Parties installs automatic vending machines, automatic teller machines, pay phones,

charging machines or other installations within the Premises, the following provisions shall apply:

- (i) The Tenant shall report any proposed installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises by itself and the Related Parties to the Landlord.
- (ii) The Tenant and the Related Parties shall pay full market licence fee for the installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises.
- (iii) The Landlord shall have the sole discretion to include in the Gross Receipt the higher of (1) the deemed licence fee for the installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises or (2) the licence fee paid by the Tenant or (as the case may be) the Related Parties.
- (iv) The Landlord shall have the full right to adopt the full licence fee assessed by the Landlord as deemed licence fee for the installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises to be included in the Gross Receipt. The Landlord's assessment of full licence fee shall be final, binding and conclusive on the Tenant.

4.4 Payment method.

(a) The Tenant shall pay to the Landlord the Monthly Fixed Rent of each calendar month on or before the first day of that calendar month during the Term the first of such payment to be apportioned according to the number of days then unexpired in the month in respect of which such payment is due and the last of such payment to be apportioned according to the number of days of the Term remaining in the month in respect of which such payment is due.

(b) Monthly income statement.

(i) Commencing from the first full calendar month after the Commencement Date until the first full calendar month after the end of the Term or the date of early termination of this Agreement, whichever is earlier, the Tenant shall, within the first fourteen (14) days of each calendar month, provide the Landlord with an income statement in a form acceptable to the Landlord.

(ii) The income statement as required under Clause 4.4(b)(i) shall:

(A) be prepared and certified as being accurate and complete by [the Tenant / [] of the Tenant]; and

(B) show the Gross Receipt for the immediately preceding calendar month and such other information as required by the Landlord from time to time.

(c) Verified income statement.

(i) The Tenant shall, within sixty (60) days after the end of each Contract

Year for which the Annual Turnover Rent shall be derived in accordance with Clause 4.3(a) (“**Submission Due Date**”), submit to the Landlord an income statement for that Contract Year in a form acceptable to the Landlord, together with a report issued by the certified public accountant in connection with the agreed-upon procedures (“**AUP**”) as required under Clause 4.4(c)(ii)(C) showing no exception found in each procedure (collectively “**Verified Income Statement**”).

- (ii) The income statement as required under Clause 4.4(c)(i) for each Contract Year for which the Annual Turnover Rent shall be derived in accordance with Clause 4.3(a) shall:
 - (A) be prepared and certified as being accurate and complete by [the Tenant / [] of the Tenant];
 - (B) show the breakdown of Gross Receipt from different sources (including (i) cruise operation, (ii) rental income arising from or in relation to Ancillary Commercial Area, (iii) Non-Cruise Related Events and (iv) others) by calendar month, the calculation of Annual Turnover Rent payable to the Landlord according to Clause 4.3(a), and such other information as required by the Landlord from time to time for that Contract Year; and
 - (C) undergo AUP, of which the nature and extent shall be approved by the Landlord before commencement, to be

performed by an independent certified public accountant for the purpose of verifying the accuracy of the information therein with the Tenant's records and accounts including the supporting receipts and vouchers. For the avoidance of doubt, the Landlord shall not be liable to any costs or expenses incurred in or arising from the AUP.

- (iii) The Tenant shall without demand pay to the Landlord the Annual Turnover Rent upon the submission of the Verified Income Statement as required under Clause 4.4(c)(i) (**"Payment Due Date"**). The Tenant acknowledges and accepts that the payment of the Annual Turnover Rent shall only be accepted by the Landlord when it is accompanied by the Verified Income Statement as required under Clause 4.4(c)(i). For the avoidance of doubt, if the Tenant does not submit the Verified Income Statement as required under Clause 4.4(c)(i), the Payment Due Date shall fall on the same date as the Submission Due Date.
- (iv) If the Verified Income Statement is not submitted by the Tenant within the time set out in Clause 4.4(c)(i), the Tenant shall without demand pay to the Landlord by way of a provisional payment an amount equivalent to 20 percent (20%) of the sum of Monthly Fixed Rent paid during that Contract Year and remaining payable at the end of that Contract Year (**"Provisional Payment"**) on the Payment Due Date.
- (v) When the belated Verified Income Statement for a Contract Year is submitted:

- (A) if the Verified Income Statement shows that the amount of Annual Turnover Rent payable for the relevant Contract Year is greater than the Provisional Payment held by the Landlord, the Tenant shall without demand pay to the Landlord forthwith the difference between the Annual Turnover Rent payable for that Contract Year and the Provisional Payment plus the interest at the rate as stipulated in Clause 4.6 on the amount owed from the day immediately after the Payment Due Date until the date of payment (both dates inclusive) less the Provisional Payment held by the Landlord; or
 - (B) if the Verified Income Statement shows that the amount of Annual Turnover Rent payable for the relevant Contract Year is less than the Provisional Payment held by the Landlord, the Landlord shall refund an amount equal to the difference between the Provisional Payment held by the Landlord and the Annual Turnover Rent payable for that Contract Year to the Tenant not later than thirty (30) days after receipt of the Tenant's demand in writing. The Landlord shall not be liable to pay to the Tenant interest on the amount so refunded.
- (vi) The Tenant's failure to provide the Verified Income Statement for thirty (30) days or more after the Submission

Due Date shall constitute a material breach of this Agreement entitling the Landlord to terminate this Agreement by giving to the Tenant written notice to such effect to expire at any time without payment of compensation and recover possession of the Premises from the Tenant. Should the Landlord exercise the right to terminate this Agreement, the tenancy shall cease and determine and all the rights, title and interest of the Tenant hereunder shall cease and terminate upon expiry of such notice but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any of the covenants, terms and conditions contained in this Agreement. The Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.

- (vii) Without prejudice to the rights stated in Clause 4.4(c)(vi), if the Verified Income Statement is not submitted by the Tenant within thirty (30) days after the Submission Due Date, the calculation of the Annual Turnover Rent shall be based upon statement prepared by the Landlord or its authorised person following an inspection of the Tenant's records and accounts made under Clause 4.4(d)(v). The Tenant shall bear all costs and expenses incurred by the Landlord in connection with the appointment of the authorised person (if any), the inspection of the Tenant's records and accounts, and the preparation of statement.

(d) Auditing.

- (i) The Tenant shall, within four (4)

months after the end of each financial year of the Tenant's business at the Premises and within four (4) months after the expiration or early termination of this Agreement, provide the Landlord with the following documents for that financial year ("**Audited Accounts**"):

(A) a complete set of financial statements (including but not limited to statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows, and notes to the financial statements) of the Tenant's business at the Premises, which shall be audited independently, together with the auditor's report;

(B) a statement of monthly Gross Receipt and cost of operation of the Tenant's business in a form acceptable to the Landlord, which shall:

(1) be prepared and certified as being accurate and complete by [the Tenant / [] of the Tenant];

(2) show respective breakdowns of Gross Receipt and operating cost of the Tenant's business at the Premises by calendar month, and such other information as required by the Landlord from time to

time;

(3) show a reconciliation between the total Gross Receipt and the total revenue and income reported in the financial statements as required under Clause 4.4(d)(i)(A), where the reconciling items (if any) shall be categorised by nature, and such other information as required by the Landlord from time to time; and

(4) undergo AUP, of which the nature and extent shall be approved by the Landlord before commencement, to be performed by an independent certified public accountant for the purpose of verifying the accuracy of the information therein with the Tenant's records and accounts including the supporting receipts and vouchers; and

(C) a report issued by the certified public accountant in connection with the AUP as required under Clause 4.4(d)(i)(B)(4) showing no exception found in each procedure. For avoidance of doubt, the Landlord shall not be liable to any costs or expenses incurred in or arising from the AUP.

(ii) The Tenant's failure to provide the Audited Accounts within the time set

out in Clause 4.4(d)(i) shall constitute a material breach of this Agreement entitling the Landlord to terminate this Agreement by giving to the Tenant written notice to such effect to expire at any time without payment of compensation and recover possession of the Premises from the Tenant. Should the Landlord exercise the right to terminate this Agreement, the tenancy shall cease and determine and all the rights, title and interest of the Tenant hereunder shall cease and terminate upon expiry of such notice but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any of the covenants, terms and conditions in this Agreement. The Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.

- (iii) Without prejudice to the Landlord's rights stated in Clause 4.4(d)(ii), if the Audited Accounts are not submitted by the Tenant within the time frame set out in Clause 4.4(d)(i), the Landlord or its authorised person shall have the right to inspect the Tenant's records and accounts and prepare the required Audited Accounts.
- (iv) The Tenant hereby certifies that its financial year starts on [] and expires on []. The Tenant shall inform the Landlord of any change of its financial year during the Term and should such change in financial year render the forthcoming Audited Accounts' reporting period longer than twelve (12) months, the Landlord shall have the right to require the Tenant to

split the forthcoming Audited Accounts into different reporting periods and at different submission time frames to the satisfaction of the Landlord.

- (v) The Tenant shall, during the period commencing from the Commencement Date until one (1) year after the end of the financial year after determination or expiration of the Term, keep and maintain or cause to be kept and maintained proper complete accurate and true records, accounts and all the receipts and appropriate vouchers for all transactions in the business conducted on the Premises. Such records and accounts including the supporting receipts and vouchers shall be made available for inspection and making copy at all times by the Landlord or its authorised person.
- (vi) The Tenant shall bear the cost of inspection and all costs and expenses incurred by the Landlord in respect of Clauses 4.4(c)(vii) and 4.4(d)(iii) in the event that any material discrepancy is discovered or if that inspection follows a failure by the Tenant to provide any statement or account required in accordance with the terms of this Agreement.
- (vii) If the Audited Accounts submitted by the Tenant in accordance with Clause 4.4(d)(i) show any variance with the actual Gross Receipt resulting in a deficiency in the Annual Turnover Rent paid by the Tenant for the relevant Contract Year, the Tenant shall pay to the Landlord within ten (10) days after the Landlord's demand the deficiency plus the interest at the rate as stipulated in Clause 4.6 on the amount owed from the day immediately after the Payment Due Date of the relevant Contract Year

until the date of payment (both dates inclusive). On the other hand, any surplus thereof shall be refunded by the Landlord to the Tenant within thirty (30) days after receipt of the Tenant's demand in writing. The Landlord shall not be liable to pay to the Tenant interest on the amount so refunded.

- (e) Subject to Clause 4.4(f), in the event of any dispute between the parties hereto as to the contents of the Audited Accounts or the amount of Annual Turnover Rent, such dispute shall be determined by an independent certified public accountant. The certified public accountant shall be appointed by joint agreement of the Landlord and the Tenant or, failing such agreement within two (2) weeks from the day when the first proposal on the appointment of accountant is made, by the President or any person acting as the President for the time being of the HKICPA on the application of either party hereto. Such accountant shall act as an expert whose decision shall be final, binding and conclusive on both parties. The cost of the appointment of the accountant and any professional charges shall be borne by the parties in equal shares.
- (f) In the event of any dispute between the parties hereto as to the contents of the Audited Accounts or the amount of Annual Turnover Rent and such dispute is related to the interpretation of any terms of this Agreement, such dispute shall not be determined by an independent certified public accountant in accordance with Clause 4.4(e) and the parties should refer such dispute for resolution in accordance with the provisions under Clause 56.3.
- (g) Acceptance by the Landlord of any statements or accounts submitted or any money paid by the Tenant in accordance with this Agreement shall not in any way bar or

preclude the Landlord from subsequently disputing the accuracy of any such statements or accounts or the correctness of any such sum and that in the event that any further sum whatsoever be found due from the Tenant to the Landlord.

- (h) The Landlord shall be entitled to treat non-payment of any sum payable pursuant to this Clause 4.4, or any part thereof, as non-payment of Rent under this Agreement, and the Landlord shall be entitled to exercise its right of re-entry in the event of breach by the Tenant of its obligations under this Clause 4.4.

4.5 Disclosure of financial information.

- (a) Unless with the Tenant's prior written approval (such approval not to be unreasonably withheld or delayed), the Landlord agrees that it will not disclose financial information provided to it by the Tenant concerning the Gross Receipt ("**Financial Information**") to a third party except for the following:
 - (i) Financial Information provided for the purposes of rental collection and property management;
 - (ii) Financial Information that is made to a person who must know for the purpose of this Agreement on the basis that the person keeps the Financial Information confidential;
 - (iii) Financial Information that is required to be disclosed by any law, regulation or standing requirement binding on the Landlord or any order of any court or other binding authority;
 - (iv) The Monthly Fixed Rent and the percentage stated in Clause 4.3(a) for determination of the Annual Turnover

Rent;

- (v) Disclosure to legal advisers, accountants, auditors, financial advisers or other advisers under a duty of confidentiality;
 - (vi) The information that is public knowledge (but not because of a breach of this Agreement);
 - (vii) Disclosure in connection with the fulfilment of any rules, regulations or other requirements of any relevant regulatory authority; and
 - (viii) Disclosure to a court of law in Hong Kong or elsewhere or otherwise in any legal proceeding.
- (b) For the purpose of this Clause 4.5, Financial Information shall not include any information which is generally known by the public and any competitors of the Tenant. The agreement contained in this clause shall not extend to or prohibit disclosure of any Financial Information to any employees of the Landlord who must have such information for the performance of the Landlord's obligations under this Agreement or for the Landlord's normal internal financial reporting and who agree to be bound by the covenant contained in this clause. This Clause 4.5 shall survive the expiration or early termination of this Agreement.

4.6 Charge of interest on late payment of Rent and/or other monies. Notwithstanding anything herein contained in the event of default in payment of Rent and/or other monies (including, but not limited to, Air Conditioning Charges, rates and Deposit) payable by the Tenant on the date on which the same falls due for payment (whether formally demanded or not) the Tenant shall pay to the Landlord daily interest on all such amount in arrears at the rate equivalent to the prevailing average best lending rate of the

note-issuing banks in Hong Kong plus 2 percent (2%) per annum calculated from the date on which the same becomes due for payment until the date of payment as liquidated damages and not as penalty provided that the demand and/or receipt by the Landlord of interest pursuant to this provision shall be without prejudice to and shall not affect the right of the Landlord to exercise any other right or remedy hereof (including but without prejudice to the generality of the foregoing the right of re-entry) exercisable under the terms of this Agreement.

5. AIR CONDITIONING CHARGES AND OTHER CHARGES

5.1 Air Conditioning Charges.

- (a) The Tenant acknowledges and accepts that the Landlord has subscribed to district cooling services provided by the Kai Tak District Cooling System as described in the District Cooling Services Ordinance (Cap. 624) for the Cruise Terminal Building. The Landlord shall hereby provide (i) air conditioning to the Premises (excluding Ancillary Commercial Area, Parking Area, Transportation Area, Meeting Point on First Floor and outdoor area) and (ii) chilled water supply to the Ancillary Commercial Area (excluding any outdoor area therein).
- (b) The Tenant shall pay Air Conditioning Charges to the Landlord for provision of air conditioning and chilled water supply stated in Clause 5.1(a).

The Air Conditioning Charges shall include the consumption charge for the use of district cooling services in respect of the air conditioning system (including the chilled water system) for provision of air conditioning and chilled water supply stated in Clause 5.1 (a), but shall exclude the repair and maintenance costs of the air conditioning system (including the chilled water system) provided that the Landlord shall be entitled to

be fully indemnified by the Tenant for the cost incurred due to the act, omission, negligence or omission of the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees.

- (c) The Landlord shall connect the power cable and conduits of the air conditioning system (including the chilled water system) and the district cooling system substations that serve the Premises to the Tenant's electricity supply meters installed in accordance with Clause 8.2(c). The Tenant shall pay direct to the supply authority for the electric power consumed by the air conditioning system (including the chilled water system) and the district cooling system substations that predominantly serve the Premises.
- (d) The amount payable for the consumption charge shall be calculated based on the prevailing consumption charge rate for the use of district cooling services provided at the Kai Tak Development set out in accordance with the District Cooling Services Ordinance (Cap. 624) (which is final, binding and conclusive on the Tenant), and the consumption units used by the Premises indicated by the meter readings of the district cooling system substations that predominantly serve the Premises.
- (e) The Landlord shall issue demand note for the Air Conditioning Charges mentioned in Clause 5.1(d) to the Tenant which may be rendered monthly or at such other intervals as the Landlord may decide. The Landlord's demand note shall be final, binding and conclusive on the Tenant.
- (f) In the event that the Air Conditioning Charges for the months near to the end of Term can only be known after the expiry of the Term, the outstanding payment shall be a debt from the Tenant to the Landlord and shall be recoverable forthwith by action or deduction

of the same amount to be made from the Deposit in which event the Tenant shall deposit with the Landlord the amount so deducted.

- (g) The Tenant shall have no claim against the Landlord for any loss arising from any failure, malfunction or interruption of chilled water supply and air conditioning.

5.2 Utilities. The Tenant shall pay all charges and deposit directly to the supply authorities and/or utilities companies unless otherwise stated in respect of all telephone, network, electricity, water (charges for water include sewage charge and trade effluent surcharge, if applicable, for removing wastewater), gas and any other utilities supplied or connected to the Premises and predominantly serving the Premises.

5.3 Sewage Charges for on-shore sewage collection system.

The Tenant shall pay sewage charges and trade effluent surcharges (if applicable) to Drainage Services Department in connection with the collection of sewage from the cruise vessels through on-shore sewage collection system. The amount payable under this clause shall be calculated based on the prevailing prescribed rates for the removal of wastewater set out in accordance with the Sewage Services Ordinance (Cap. 463) (which is final, binding and conclusive on the Tenant) and the estimated volume of wastewater removed from cruise vessels indicated by the readings of the flow meter of the on-shore sewage collection system. The Tenant shall at its own cost report in writing to Drainage Services Department on the first day of each calendar month the estimated volume of the wastewater collected by the on-shore sewage collection system. Upon the request of Drainage Services Department, the Tenant shall allow representatives of Drainage Services Department or its agents to inspect the flow meter.

5.4 Rates, etc. The Tenant shall pay and discharge all existing and future rates, taxes, assessments, duties,

charges and any other outgoings whatsoever which are now or during the Term shall be imposed, assessed or charged upon the Premises or part of thereof or upon the owner or occupier.

6. SUSPENSION OF RENT

6.1 Rent Abatement. If the Premises or any part thereof are rendered unfit for occupation and use because of damage or destruction by fire, water, storm, typhoon, defective construction, earthquake, subsidence of the ground, epidemic, pandemic or any calamity beyond the control of the Landlord or if a demolition or closing order on the Premises is issued by the Building Authority and such damage, destruction or order is not attributable to any part on the part of the Tenant to observe and carry out its obligations herein contained and the policy or policies of insurance effected by the Landlord (if any) shall not have been vitiated and payment of the insurance proceeds shall not have been refused in whole or in part in consequence of any act neglect or default of the Tenant, the Monthly Fixed Rent or a fair proportion thereof according to the nature and extent of the damage sustained or the order shall be suspended until the Premises shall again be rendered accessible and fit for occupation or the lifting of the order but subject to as aforesaid no compensation shall be payable by the Landlord to the Tenant provided that the Landlord shall not be obliged to reinstate the Premises so damaged or destroyed if by reason of their condition or any ordinance or regulations or other circumstances beyond the control of the Landlord it is not in its opinion practicable or reasonable so to do.

6.2 Termination by destruction of Premises. In circumstances when the whole or substantial part of the Premises have been rendered inaccessible or unfit for cruise terminal use and should the Premises not have been reinstated in the meantime, either the Landlord or the Tenant may at any time after six (6) months from the occurrence of such damage or destruction or inaccessibility or the issuance of the order give to the other of them notice in writing to terminate this Agreement and thereupon the same and

everything herein contained shall cease and be void as from the date of occurrence of such destruction or damage or order or of the Premises becoming inaccessible or unfit for cruise terminal use but without prejudice to the right and remedies of either party against the other in respect of any antecedent claim or breach of the agreement, stipulation, term and conditions herein contained or of the Landlord in respect of the Rent, Air Conditioning Charges, rates or any other sums payable hereunder prior to the coming into effect of the suspension.

SECTION III TENANT'S OBLIGATIONS, RESTRICTIONS AND PROHIBITIONS

7. ASSETS FOR OPERATION

7.1 Landlord's Provisions.

- (a) The Tenant acknowledges that the Landlord's Provisions, as set out in Annex IV, will be provided to the Tenant when the Premises are delivered to the Tenant for the Tenant's use for the operation of the Cruise Terminal. Except with the prior written approval of the Landlord, the Tenant is not allowed to use any of Landlord's Provisions for any purpose other than the operation of the Cruise Terminal in accordance with this Agreement.
- (b) Except with the prior written approval of the Landlord and unless specified otherwise in Clause 23.1, the Tenant shall not make any repair, alteration or addition to any of Landlord's Provisions.
- (c) The Tenant shall at its own cost and expense provide sufficient numbers of qualified personnel in relevant discipline/trades for the safe, proper and efficient operation of the Landlord's Provisions. Upon demand by the Landlord, the Tenant shall produce the curriculum vitae and licences or permits of the qualified personnel for inspection by the

Landlord. The Tenant shall produce to the Landlord in the readiness report required under Clause 10.2 before the commencement of operation at the Premises (excluding the Ancillary Commercial Area) and thereafter during the Term, in the annual operation and maintenance report required under Clause 11.8, the required resources of qualified personnel for operation of the Landlord's Provisions. In the event that the Landlord is not satisfied with any aspect relating to the personnel, the Tenant shall at its own cost and expense take such actions as may be required by the Landlord.

- (d) The Tenant shall observe the requirements as stipulated in Annex IV as well as the terms and conditions of user or operating manuals for use of tools, equipment, instruments and all the Landlord's Provisions provided by the Landlord. Without limiting the generality of the foregoing, the Tenant shall also observe and comply with the terms and conditions stipulated in the Appendix to Annex IV pertaining to the video wall.
- (e) The Tenant shall take proper and adequate care and precaution when using any of the Landlord's Provisions.
- (f) The Tenant shall report any malfunction, damage or loss of any of the Landlord's Provisions to the Landlord and shall provide an incident report within seven (7) working days from the date of the incident. If any of the Landlord's Provisions is found malfunctioned, damaged or lost due to whatsoever cause while in the possession or control of the Tenant, the Tenant shall pay the cost of all required repairing or replacement of the same plus a sum to be determined by the Landlord as an administrative overhead charge. If required by the Landlord, the Tenant shall forthwith at its own cost and expense make good, repair or replace the malfunctioned, damaged or lost Landlord's

Provisions to the satisfaction of the Landlord.

- (g) The Tenant shall provide an updated inventory list of the Landlord's Provisions to the Landlord in the annual operation and maintenance report required under Clause 11.8.
- (h) The Landlord shall be entitled to take stock checking of any or all of the Landlord's Provisions at all reasonable times and the Tenant shall provide assistance to the Landlord as the Landlord may determine.
- (i) Upon the expiration or the termination of this Agreement, the Tenant shall return all the Landlord's Provisions to the Landlord in good repair and serviceable conditions (fair wear and tear excepted).

7.2 Assets to be provided by the Tenant for operation.

- (a) Except for the Landlord's Provisions as set out in Annex IV (subject to revision in accordance with Clause 29), the Tenant shall provide (in a timely manner or at such time as the Landlord may require) and maintain at its own cost and expense all plant, machinery, equipment, furniture, materials, tools and instruments necessary for safe, proper and efficient operation of the Cruise Terminal, including all those items set out in Annex V. For the avoidance of doubt, the list of items set out in Annex V is not an exhaustive list.
- (b) The Tenant shall at its own cost and expense provide sufficient numbers of qualified personnel in relevant discipline/trades for the safe, proper and efficient operation of its own plant, machinery, equipment, tools and instrument including all those items set out in Annex V for cruise lines and port agents. Upon demand by the Landlord, the Tenant shall produce curriculum vitae and licences or permits of the qualified personnel for inspection by the Landlord.

In the event that the Landlord is not satisfied with any aspect relating to the personnel, the Tenant shall at its own cost and expense take such actions as may be required by the Landlord.

- (c) The Tenant shall at its own cost and expense keep and maintain its plant, machinery, equipment, furniture, materials, tools and instruments in good, clean, safe and serviceable condition.
- (d) If the Landlord considers that plant, machinery, equipment, furniture, material, tools and instrument provided by the Tenant are inadequate or inefficient (the Landlord's decision shall be final, binding and conclusive on the Tenant), the Tenant shall repair, refurbish or replace such within a reasonable time to the satisfaction of the Landlord.
- (e) Upon expiration or early termination of this Agreement, the Tenant can retain the ownership of those plant, machinery, equipment, furniture, materials, tools and instruments provided by the Tenant under Clause 7.2(a) and remove them from the Premises, and if such removal will cause any damage to the Premises or any other part of the Cruise Terminal, the Tenant shall forthwith make good such damage. The Tenant's obligation to make good such damage shall survive the termination of this Agreement.

7.3 New or replacement machinery and equipment.

- (a) Prior to, during and after the installation of new or replacement machinery and equipment by the Landlord in the Premises, the Tenant shall assist and co-operate with the Landlord and its employees, contractors, agents in relation to the installation, testing and commissioning of such new machinery and equipment, and comply with any processes or procedures in relation to the commissioning

and operation of the new or replacement machinery and equipment.

- (b) Prior to installation of new or replacement machinery and equipment in the Premises by the Tenant, the Tenant shall provide all technical drawings, specifications and proposals to the Landlord for prior written approval. The approval to be granted shall be subject to such condition as the Landlord may think fit. The installation and replacement works shall be carried out in accordance with the approved drawings, specifications and proposals and any deviation therefrom shall be rectified forthwith by the Tenant, failing which the Landlord shall have the right to execute the work at the Tenant's cost and expense. The cost incurred by the Landlord shall be a debt from the Tenant to the Landlord and be recoverable forthwith by action or deduction of same amount to be made from the Deposit in which event the Tenant shall deposit with the Landlord the amount so deducted.

8. SUPPLY OF UTILITIES

- 8.1 Installation of utilities. The Tenant shall at its own cost and expense furnish and install or arrange for the installation of all utilities such as electricity, water, gas, telephones and telecommunication equipment as well as any utility services within the Premises together with such meters as are necessary (except electricity supply meters) to measure the consumption in relation to the Premises and the fixtures, fittings, additions, installations and the Landlord's Provisions therein and thereto and the plant, machinery, equipment, furniture, materials, tools, instruments and facilities used or operated by the Tenant, its sub-tenants and licensees (including Charging Facilities, signs and video wall) (collectively referred to as the "**Utility Consumption Units**").

- 8.2 Electricity supply meters.

- (a) When the Premises are delivered to the Tenant,

the Tenant shall take up the electricity supply meters connected to the Premises and the corresponding Utility Consumption Units that consume electricity.

- (b) The Tenant shall at its own cost and expense apply for change of electricity account of the electricity supply meters from the existing account holder(s) to itself and connect the corresponding Utility Consumption Units that consume electricity to the electricity supply meters.
- (c) If the electricity supply meters installed by the Landlord are insufficient to meet the Tenant's needs, the Tenant shall at its own cost and expense install additional electricity supply meters subject to the prior written approval of the Landlord.

8.3 Water supply meters.

- (a) When the Premises are delivered to the Tenant, the Tenant shall take up the water supply meters connected to the Premises and the corresponding Utility Consumption Units that consume water.
- (b) The Tenant shall at its own cost and expense apply for change of water account of the water supply meters from the existing account holder(s) to itself and connect the corresponding Utility Consumption Units that consume water to the water supply meters.
- (c) If the water supply meters installed by the Landlord are insufficient to meet the Tenant's needs, the Tenant shall at its own cost and expense install additional water supply meters subject to the prior written approval of the Landlord.

8.4 Application to utilities companies. It shall be the responsibility of the Tenant to apply to the appropriate utility companies with respect to its service requirement and establishment of service and meters

and to fulfil the requirements of the utility companies thereof.

- 8.5 Payment of charges. The Tenant shall pay all charges in connection therewith including the cost of installing and maintaining thereof and on determination of the tenancy, the cost of dismantling any Conduits (whether or not installed by the Tenant) as demanded by the Landlord.
- 8.6 No overloading. The Tenant shall not overload electrical wiring, cable or apparatus associated therewith in or serving the Premises and shall comply in all respects with all requirements and regulations of the utility companies and/or the Landlord with respect to the said utilities.
- 8.7 Transfer of utility accounts. Upon expiration or early termination of this Agreement, the Tenant shall at its own cost and expense arrange for the utility accounts to be transferred to the Landlord or such person(s) as the Landlord may nominate. Without limiting the generality of the foregoing, the Tenant shall execute, deliver any and all applications and other documents and shall co-operate with the Landlord or such person(s) as the Landlord may nominate to the fullest extent in transferring the utility accounts.

9. USE OF THE PREMISES

9.1 Permitted Uses of the Premises.

(a) Layout of the Premises.

- (i) The Tenant acknowledges and accepts that the Premises comprising Terminal Operation Area, Ancillary Office Area, Ancillary Commercial Area, Transportation Area, Apron Area, Other Areas, Parking Area, Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5) and the Emergency Vehicular Access are as shown on the layout plans

at Annex I. The layout plans at Annex I set out the location, design and layout of various parts of the Premises and determines uses of various parts of the Premises.

- (ii) The Tenant is not allowed to amend the location and layout of Terminal Operation Area, Ancillary Office Area, Ancillary Commercial Area, Transportation Area, Apron Area, Other Areas, Parking Area, Kai Tak Cruise Terminal Park and the Emergency Vehicular Access as shown on the layout plans at Annex I except with the prior written approval of the Landlord.
- (iii) The Tenant is not allowed to use the Terminal Operation Area, Ancillary Office Area, Ancillary Commercial Area, Transportation Area, Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade, Parking Area Apron Area, Other Areas and the Emergency Vehicular Access as shown on the layout plans at Annex I for any purposes other than the designated uses pursuant to Clause 9.1(c), (d), (e), (f), (g), (h), (i), (j) and (k) except with the prior written approval of the Landlord.

(b) General.

- (i) The Tenant shall not use or suffer the Premises or any part thereof to be used for any illegal, immoral or improper purposes or for any purposes that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security and the determination of the Landlord as to what constitutes the above purposes shall be final,

binding and conclusive on the Tenant.

- (ii) Only cruise vessels are allowed to berth at the Cruise Terminal. Except with prior written approval of the Landlord, vessels other than cruise vessels are not allowed to berth at the Cruise Terminal and the Landlord's decision on what constitutes a cruise vessel is final, binding and conclusive on the Tenant.
- (iii) No cruise refuelling facilities shall be installed, constructed, provided or operated within the Premises except with the prior written approval of the Landlord.
- (iv) The Tenant is not allowed to use the Premises for the purpose of loading and unloading non-cruise related cargo operation to or from any kind of vessels.
- (v) The Tenant shall not use or permit or suffer the use of the Premises or any part thereof for residential purpose except such watchmen's quarters as the Tenant may consider essential for safety and security of the Premises provided that the location and size of such quarters shall be subject to prior written approval of the Landlord.

(c) Terminal Operation Area.

- (i) Subject to Clause 9.1(a), the Terminal Operation Area shall not be used for any purpose other than a cruise terminal for the berthing of cruise vessels, embarkation and disembarkation of cruise passengers and crews, loading and unloading of cruise supplies and luggage of passengers and crews, and such other ancillary or supporting facilities as may in the opinion of the Landlord be

essential to the operation, safety and security of the Cruise Terminal (the Landlord's opinion in this regard shall be final, binding and conclusive on the Tenant) and such other facilities as may be required by the Landlord.

(ii) The Landlord's decision as to what constitutes cruise terminal purposes shall be final, binding and conclusive on the Tenant.

(iii) The Tenant shall allow crew, ground handlers and ship agents to use certain portions of the Terminal Operation Area or other suitable venues free of charge for the purpose of cruise operation during Ship Call.

(iv) The maximum Floor Area within the Terminal Operation Area to be used for passenger check-in and ticketing purpose shall not exceed 4,000m².

(d) Ancillary Office Area.

(i) Subject to Clause 9.1(a), the Ancillary Office Area shall not be used for any purpose other than maintenance office, stevedores' office, equipment room, office ancillary to cruise terminal operation and other purposes as may be approved by the Landlord. The Landlord's decision as to what constitutes office ancillary to cruise terminal operation shall be final, binding and conclusive on the Tenant.

(ii) The maximum Floor Area of the Ancillary Office Area shall not exceed 843m².

(e) Ancillary Commercial Area.

(i) Subject to Clause 9.1(a), the Ancillary Commercial Area shall not be used for

any purpose other than shops and other purposes as may be approved by Landlord.

- (ii) Unless with the Landlord's prior written approval, Shop G03 as shown on Annex I shall only be used as a money exchange shop.
- (iii) The maximum Floor Area of the Ancillary Commercial Area shall not exceed 5,600m².
- (iv) Ancillary Commercial Area on Roof Level
 - (A) The Tenant acknowledged that Shops S-301, S-302 and N-305 on the roof level as shown and marked at Annex I could only be accessed through the Kai Tak Cruise Terminal Park.
 - (B) In the event that the Tenant desires to set the opening hours of the Ancillary Commercial Area on the roof level outside the opening hours of the Kai Tak Cruise Terminal Park which is at present from 7 a.m. to 11 p.m. daily, the Tenant shall at its own cost and expense submit an operation plan to the Director of Leisure and Cultural Services for prior written approval and implement all approved measures to the satisfaction of the Director of Leisure and Cultural Services, unless and until the Kai Tak Cruise Terminal Park has been required by the Landlord to form part of the Premises in accordance with Clause 3.5. For the avoidance of doubt, the Tenant acknowledges that there

is no guarantee that such operation plan shall be considered acceptable to the Director of Leisure and Cultural Services. This sub-clause is not applicable if the Kai Tak Cruise Terminal Park forms part of the Premises pursuant to Clause 3.5.

- (C) The Tenant is not allowed to place any items (including without limitation table and chair) outside the Ancillary Commercial Area on the roof level except with prior written approval of the Director of Leisure and Cultural Services who may impose conditions (including payment of rent or fee) in giving such approval, unless and until the Kai Tak Cruise Terminal Park has been required by the Landlord to form part of the Premises in accordance with Clause 3.5. For the avoidance of doubt, nothing herein shall impose upon the Director of Leisure and Cultural Services any obligation to approve such application. This sub-clause is not applicable if the Kai Tak Cruise Terminal Park forms part of the Premises pursuant to Clause 3.5.
- (D) The Tenant acknowledges and accepts that the operation including the administration of the opening hours of the Kai Tak Cruise Terminal Park is administered by the Director of Leisure and Cultural Services in accordance with the provisions of PHMSO, unless and until the

Kai Tak Cruise Terminal Park has been required by the Landlord to form part of the Premises in accordance with Clause 3.5 and the Landlord does not warrant the opening of the Kai Tak Cruise Terminal Park. This sub-clause is not applicable if the Kai Tak Cruise Terminal Park forms part of the Premises pursuant to Clause 3.5.

- (E) In the event that the Tenant requires working spaces at the Kai Tak Cruise Terminal Park for carrying out fitting out work, repair and maintenance work and cleansing work relating to Ancillary Commercial Area on the roof level, the Tenant shall at its own cost and expense provide all technical drawings, specifications and work programme to the Director of Leisure and Cultural Services for prior written approval and implement all approved measures to the satisfaction of the Director of Leisure and Cultural Services, unless and until the Kai Tak Cruise Terminal Park has been required by the Landlord to form part of the Premises in accordance with Clause 3.5 and in such case, the technical drawings, specifications and work programme shall be submitted to the Landlord for prior written approval.

(f) Transportation Area.

- (i) Subject to Clause 9.1(a), the

Transportation Area shall not be used for any purpose other than driveway, circulation of motor vehicles, queuing of motor vehicles, drop off and pick up passengers, electricity charging of vehicles and other purposes as may be approved by the Landlord. It shall not be used for the purposes of car parks and storage, loading and unloading, display or exhibiting of motor vehicles for sale or otherwise except with the prior written approval of the Landlord.

- (ii) The pick up and drop off spaces should not be used for any purpose other than passenger loading and unloading.
- (iii) The Tenant is not allowed to alter the layout of the driveway, circulation, queuing spaces and pick up and drop off spaces as shown on the layout plan annexed hereto as Annex I except with prior written approval of the Landlord.
- (iv) The Tenant acknowledges the existence of a gate (“**Gate 1**”) as shown on the layout plan for ground floor at Annex I (subject to revision in accordance with Clause 33.1) to the emergency vehicular access between the adjoining site and the Cruise Terminal for vehicles as authorised by the Landlord on daily 24-hour basis free of charge to facilitate their operation and service. The Tenant acknowledges and accepts that Government Flying Service (or other persons authorised by the Landlord) will manage and control a drop-bar within the Transportation Area next to Gate 1 as part of the access road to the nearby Government Flying Service facility through the Transportation

Area. The Tenant shall facilitate Government Flying Service (or other persons authorised by the Landlord) on such operation and management of the drop-bar as well as access to and from the drop-bar through Gate 1 and the Transportation Area. Government Flying Service (or other persons authorised by the Landlord) shall allow the Tenant access to and from the emergency vehicular access between the adjoining site and the Cruise Terminal via the drop-bar on daily 24-hour basis free of charge.

- (v) The Tenant shall allow vehicular access and pedestrian access to the Transportation Area by franchised buses and green mini buses and their passengers during the operation hours of such public transport and by taxis at all times to allow their picking up and dropping off of passengers and waiting time in between, free of charge.
- (vi) The Tenant shall allow free public access to the Transportation Area for access between the adjoining site and the Cruise Terminal between the hours of 7 a.m. and 11 p.m. daily or at such other times as shall be specified by the Landlord, through including, but not limited to, a gate (“**Gate 2**”) as shown on the layout plan for ground floor at Annex I (subject to revision in accordance with Clause 33.1) to facilitate the taking of the public transport mentioned in sub-clause (v) above. The Tenant shall have the management and control of the operation of Gate 2 and the Tenant shall display notices in prominent locations informing the public of such opening hours and such other relevant information as may be required by the

Landlord from time to time.

(g) Parking Area.

- (i) Subject to Clause 9.1(a), the Tenant shall not use Parking Area for any purpose other than as a car park for the parking of vehicles currently licensed by the Commissioner for Transport under the provisions of the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, and for loading and unloading purpose.
- (ii) The Tenant is not allowed to alter the designated use and layout of the parking spaces and loading and unloading spaces as shown on the layout plan at Annex I except with prior written approval of the Landlord.
- (iii) No vehicles repairing activities or vehicles washing or fuelling or lubricating or maintenance services of motor vehicles or storage or display or exhibiting of motor vehicles, car beautification services shall be carried out on the parking spaces and loading and unloading spaces as shown on the layout plan at Annex I.

(h) Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade.

- (i) The Tenant shall allow the public to use and enjoy the Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5), South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and

Colonnade between the hours of 7 a.m. to 11 p.m. daily or at such other times as may be specified by the Landlord and the Tenant shall not claim against the Landlord for any compensation whatsoever if the Landlord decides to extend the opening hours. In this connection, the Tenant shall ensure that the Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade are in a clean, tidy, safe and operational condition for public use and enjoyment during the opening hours including, but not limited to, provision of sufficient lighting and safety facilities.

- (ii) The Tenant shall at its own cost and expense operate the flagpoles at the Kai Tak Cruise Terminal Park in full compliance with the prevailing statutory requirements and the laws of Hong Kong. Without limiting the generality of the foregoing, the Tenant shall ensure that the flag is at all times in a good clean and serviceable condition, and to replace the flag regularly if the same is damaged, faded, defiled or defaced in any manner whatsoever. The Tenant shall raise and lower the flag daily at the time(s) to be designated by the Landlord and the Tenant shall lower the flag at half mast upon request by the Landlord.

(i) Apron Area.

- (i) The Apron Area shall not be used for any purpose other than for the purpose of berthing of cruise vessels, embarkation and disembarkation of cruise passengers and crews, loading

and unloading of cruise supplies and provision, luggage of passengers and crews, and other uses as approved by the Landlord in writing.

- (ii) Except with the prior written approval of the Landlord, the Tenant is not allowed to erect or construct any building or structure or support on, over, above, below or within the Apron Area.
- (iii) Except with the prior written approval of the Landlord, the Tenant is not allowed to park nor permit parking of motor vehicles within the Apron Area except for (i) emergency vehicles; (ii) vehicles which are essential for carrying out maintenance and repair works; and (iii) vehicles for loading and unloading of cruise supplies.
- (iv) The Tenant acknowledges and accepts that part of the Apron Area as shown on the layout plan for ground floor at Annex I (subject to revision in accordance with Clause 33.1) is designated as an emergency vehicular access to the Cruise Terminal Building. The Tenant shall at its own cost and expense (i) keep the emergency vehicular access within the Apron Area unobstructed throughout the Term except that parking in official capacity or as permitted by the Landlord is allowed; (ii) at all times permit fire services personnel with or without vehicles, tool, equipment and fire services appliance the free and uninterrupted use of the emergency vehicular access; and (iii) comply with other requirements of the emergency vehicular access as specified by Fire Services Department.

(v) The Tenant acknowledges and accepts that the whole of Apron Area is designated as an Ultimate Place of Safety. The Tenant shall at its own cost and expense allow occupiers and visitors of the Cruise Terminal and members of the public to access the Apron Area through the Cruise Terminal Building in the event of a fire or other emergency or hazardous situations or acts of God (including, without limitation, typhoons, tornadoes, floods, earthquakes and other forms of inclement weather).

(j) Other Areas (save and except South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade).

Subject to Clause 9.1(a), Other Areas (save and except South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade) shall not be used for any purpose other than to house facilities, equipment and systems and as areas for the common use and benefit of different users, occupiers, licensees or invitees of the Premises and the other parts of the Cruise Terminal.

(k) Emergency Vehicular Access.

(i) Subject to Clause 9.1(a), the Emergency Vehicular Access shall not be used for any purpose other than as an emergency vehicular access by the fire services personnel with or without vehicles, tool, equipment and fire services appliance. For the avoidance of doubt, pedestrian access and vehicular access by vehicles authorised by the Landlord or the Tenant such as vehicles which are essential for carrying out maintenance and repair works shall be permitted on daily 24-hour basis free of charge.

- (ii) The Tenant acknowledges and accepts that Government Flying Service (or other persons authorised by the Landlord) will manage and control a drop-bar at the part of the Emergency Vehicular Access near Shing Fung Road. The Tenant shall facilitate Government Flying Service (or other persons authorised by the Landlord) on such operation and management of the drop-bar as well as access to and from the drop-bar through the Emergency Vehicular Access. Government Flying Service (or other persons authorised by the Landlord) shall allow the Tenant access to and from the Emergency Vehicular Access via the drop-bar on daily 24-hour basis free of charge.
- (iii) The Tenant shall at its own cost and expense keep and maintain the Emergency Vehicular Access clear and unobstructed at all times throughout the Term and comply with other requirements of the emergency vehicular access as specified by Fire Services Department. Without limiting the generality of the foregoing, the Tenant shall patrol the Emergency Vehicular Access from time to time and take the necessary steps to avoid illegal parking of vehicles (including bicycles) on the Emergency Vehicular Access to ensure free and uninterrupted use of the Emergency Vehicular Access.
- (iv) The Tenant shall at its own cost and expense keep and maintain the Emergency Vehicular Access in good, clean and safe condition.

- (1) Temporary use of the Premises for other purposes.

Notwithstanding the preceding sub-clauses of Clause 9.1, the Tenant is allowed to use the Premises and any part thereof for the purpose of temporary non-cruise related uses subject to prior written approval of the Landlord and on the condition that the Tenant shall at its own cost and expense carry out the necessary protective works, in a proper and workmanlike manner, before setting up any Non-Cruise Related Event and the Tenant shall at its own cost and expense reinstate, make good and carry out any necessary repair works, in a proper and workmanlike manner, after the event. In the event of any breach or non-compliance by the Tenant of this sub-clause, the Landlord shall be entitled, without prejudice to the Landlord's rights under this Agreement to engage its own contractor to carry out, at the expense of the Tenant, such works as the Landlord may deem necessary, and the cost thereof plus a sum to be determined by the Landlord as an administrative overhead charge shall be a debt from the Tenant to the Landlord and be recoverable forthwith by action or deduction of the same amount to be made from the Deposit in which event the Tenant shall deposit with the Landlord the amount so deducted.

- 9.2 Sub-tenants and licensees. The Tenant shall procure its sub-tenants and licensees to observe Clause 9.1.

10. COMMENCEMENT OF BUSINESS AT THE PREMISES (EXCLUDING THE ANCILLARY COMMERCIAL AREA)

- 10.1 The Tenant shall commence operation at the Premises (excluding the Ancillary Commercial Area) upon the commencement of the Term and shall throughout the Term continue to operate the Premises for the purposes specified in Clause 9 on a scale to the satisfaction of the Landlord. For the purpose of this Clause 10.1, the Tenant will be considered as having commenced operation at the Premises (excluding the Ancillary

Commercial Area) when (a) the Tenant complies with all statutory requirements (if any), including, obtaining all necessary Government licences, permits, authorities, permissions and consent; (b) the Tenant has obtained the Landlord's written approval for the Service Pledges required under Clause 11.2, the Contingency Plans required under Clause 12.6, the Port Facility Security Plan required under Clause 15.1 and Traffic Management Plan required under Clause 13.3 and as required from time to time; and (c) the Tenant brings the Premises (excluding the Ancillary Commercial Area) into use as a cruise terminal for the efficient berthing and operation of the Cruise Terminal by embarking and disembarking passengers.

10.2 The Tenant shall on or before 30 November 2027 submit a readiness report to the Landlord to the Landlord's satisfaction that:

- (a) the required resources including Management Team, staff, contractors, qualified personnel for operation of the Landlord's Provisions and cleansing and security services providers (if such service is not in-house provided services) with details of the staff structure including the number of staff/security guards, their respective posts and a brief description of the duties listed out;
- (b) the required tools, furniture, plant, and machinery, utility connections;
- (c) the necessary approvals for Port Facility Security Plan, Traffic Management Plan and Contingency Plan;
- (d) the insurance policies required under Clause 24; and
- (e) the marketing plan as required under Clause 11.5(f) has been submitted to the Landlord.

are readily available by the Commencement Date.

11. OPERATION OF BUSINESS

11.1 Standard of service.

(a) The Tenant shall and shall procure its sub-tenants to furnish World Class service to patrons and customers and to conduct the operation and business so as not to prejudice the goodwill and reputation of the Cruise Terminal as a World Class cruise terminal and ancillary commercial complex. In particular but without limitation to the generality of the foregoing, the Landlord reserves the right to require the cessation of any activity conducted upon the Premises whether or not previously specifically permitted by the Landlord which causes or in the opinion of the Landlord is likely to cause danger, nuisance or annoyance or material damage to the patrons, customers and/or the sub-tenants of the Tenant or of other users or to other occupiers of the Cruise Terminal and such danger, nuisance or annoyance or material damage is in the opinion of the Landlord caused by or likely to be caused by the patronage or pursuit of such activity or activities on the Premises. Without limitation to the generality of the foregoing, the Tenant shall:

(i) not conduct or permit the conduct of any auction, fire, bankruptcy, close out or similar sales nor utilise or permit the utilisation of any unethical business practice in the conduct of operation or business or otherwise provided that this provision shall not preclude the conduct of genuine periodic seasonal or promotional sales;

(ii) not permit any touting or soliciting for business or the distribution of any pamphlets or advertising matter to be conducted at or near the Premises or in any other part of the Cruise Terminal (except that distribution of promotion

material and travel information for Hong Kong by HKTb is permitted);

- (iii) at all times maintain and procure its sub-tenants to maintain adequate stock of merchandise for sale in the Ancillary Commercial Area;
- (iv) maintain and procure its sub-tenants to maintain displays of merchandise in the shopfront windows of the relevant parts of the Ancillary Commercial Area and to the satisfaction of the Landlord and it is agreed that the Landlord may order the removal of any item of display which the Landlord in its sole opinion shall find offensive or objectionable;
- (v) at its or its sub-tenants' cost and expense keep lit the shop signs and shopfront windows of the Ancillary Commercial Area during such hours as the common areas of the Cruise Terminal are open;
- (vi) keep or procure its sub-tenants to keep the shop windows of the Ancillary Commercial Area dressed and illuminated in a manner appropriate to World Class cruise terminal and ancillary commercial complex to the satisfaction of the Landlord, and in accordance with such style, theme and ambience, whether seasonal, festive or otherwise, as may be determined from time to time by the Landlord;
- (vii) not permit or suffer, block up, darkening or obstruction of any shopfront window or showcase or any other windows or lights belonging or appurtenant to the Ancillary Commercial Area which face onto any passageway of the Ancillary Commercial Area or any public area;

and

- (viii) at all times throughout the term of this Agreement maintain and procure its sub-tenants to maintain display, illumination and decoration of the shop windows and the interior of the Ancillary Commercial Area to a World Class standard.
- (b) The Tenant hereby covenants that the sub-tenancies between the Tenant and its sub-tenants shall contain a provision similar to this clause.
- (c) The Tenant shall be required to provide or to procure the sub-tenants to provide necessary services and facilities including catering services, transport services and maintaining the opening of passenger check-in and waiting areas and/or baggage handling areas for the efficient berthing and operation of the Cruise Terminal by embarking and disembarking passengers and providing necessary services to passengers including, but not limited to, during Contingency.

11.2 Service pledges.

- (a) The service pledges for operation and management of the Cruise Terminal are included in Clause 11.3(a)(iii). Should the Tenant consider a need for any amendments or further suggestions, the Tenant shall on or before 30 November 2027, submit to the Landlord the proposed amendments or suggestions for the approval of the Landlord. There is no guarantee or warranty that the proposed amendments or suggestions, if any, will be considered acceptable by the Landlord. The Tenant shall publish the service pledges, which might incorporate the proposed amendments or suggestions as considered acceptable by the Landlord, within one (1) month prior to the commencement date of business in a manner agreed with the

Landlord. The service pledges as published shall be referred to as the “**Service Pledges**”. The Landlord shall have the right at any time, and from time to time, to review and/or amend the Service Pledges during the Term having regard to factors including, but not limited to, the customer satisfaction rate.

- (b) The Tenant shall recruit and supervise a sufficient number of the trained personnel to provide services in a professional manner and at a standard to be expected from a World Class cruise line operator. The Tenant undertakes to observe the Service Pledges throughout the Term.
- (c) If so required by the Landlord, the Tenant shall at its own cost and expense appoint an independent operation and management consultant approved by the Landlord to verify whether the Service Pledges have been met through regular and random checks. Without limiting the generality of the foregoing, the qualifications of the proposed consultant are subject to prior written approval of the Landlord.
- (d) The Tenant shall include the compliance report in the annual operation and maintenance report required under Clause 11.8.
- (e) Upon demand by the Landlord at any time throughout the Term, the Tenant shall provide information relating to performance of Service Pledges or such other information as may be required by the Landlord to prove the performance of Service Pledges.
- (f) The Tenant shall conduct customer satisfaction survey (which design, content, format and execution shall be subject to the prior written approval and review by the Landlord from time to time) and shall, within thirty (30) days of the end of each successive period of twelve (12) calendar months or such other reporting

period as required and specified at any time in a Landlord's written notice, submit to the Landlord a report on the customer satisfaction rate. The first customer satisfaction rate shall be produced within thirty (30) days after twelve (12) calendar months from the Commencement Date.

11.3 Binding Proposal.

- (a) The Tenant shall, at its own cost and expense, at all times perform, implement, observe and comply with the proposals and plans comprising the following parts as more particularly set out in Annexes VI(1), VI(2), VI(3), VI(4), VI(5), VI(6) and VI(7) (the "**Binding Proposal**"), in all respects to the satisfaction of the Landlord:
 - (i) Operation and Contingency Plan;
 - (ii) Organisation, Supervision, Resources and Maintenance Plan;
 - (iii) Quality Assurance and Compliance Plan;
 - (iv) Transition Plan;
 - (v) Marketing Plan;
 - (vi) Accepted Innovative Suggestions; and
 - (vii) KPI.
- (b) Without limiting the generality of the foregoing, the Tenant shall at all times during the Term, at its own cost and expense:
 - (i) provide from time to time sufficient personnel and equipment and carry out all necessary measures and steps for complying with and implementing the Binding Proposal to the satisfaction of the Landlord;
 - (ii) include a report on compliance of the Binding Proposal as part of its annual operation and maintenance report required under Clause 11.8 and provide such other information relating to the compliance and implementation of the

Binding Proposal as may be required by the Landlord from time to time to prove the due compliance and implementation of the Binding Proposal.

- (c) The Landlord reserves the right to require amendments and/or modifications to the Binding Proposal or any part thereof from time to time as it shall in its absolute discretion deem necessary.

The Tenant may propose amendments and/or modifications to the Annex VI(7) on KPI at the completion of the fifth Contract Year. The Landlord has the sole discretion to accept all or any part of the proposed amendments and/or modifications.

For the avoidance of doubt, references to the Binding Proposal in this Agreement are references to the Binding Proposal as amended and/or modified from time to time.

11.4 Industry engagement.

- (a) During the subsistence of this Agreement, the Tenant shall at its own cost and expense prepare and submit to the Landlord an industry engagement report, with the annual operation and maintenance report required under Clause 11.8, setting out the activities and steps carried out or taken by the Tenant in engaging the cruise and tourism industry including any major cruise line operators, travel trade and transport operators on the matters set out in Annex VII. The format and content of such report shall be agreed in advance with the Landlord in all respects to the satisfaction of the Landlord.
- (b) If so required by the Landlord, the Tenant shall attend and participate in the advisory committee on cruise industry or other similar committee that the Landlord may direct and provide necessary support and information to that committee.

11.5 Promotion of cruise tourism.

- (a) The Tenant acknowledges and accepts that the aims of the Landlord are to develop Hong Kong as Asia's cruise hub and to attract the deployment of cruise vessels to the Cruise Terminal.
- (b) The Tenant shall in good faith, in alignment with Government's policies, and with all reasonable diligence use its best efforts to promote Hong Kong as Asia's cruise hub and attract the deployment of cruise vessels to the Cruise Terminal, in cooperation with HKTb. In this regard, the Tenant shall adopt and implement the Landlord's instructions in terms of facilitating tourism to Hong Kong
- (c) The Tenant shall at its own cost and expense take part in at least one (1) overseas promotional visit and participate in at least one (1) international/regional cruise market conference each year as a member of the HKTb delegation in promoting Hong Kong as Asia's cruise hub. The Tenant shall at its own cost and expense provide all necessary support and information to the delegation including, but not limited to, attending line-up meetings with cruise line operators.
- (d) The Tenant undertakes to facilitate HKTb's organisation of reception ceremonies for cruise vessels and to render support to HKTb's promotional activities and cruise passenger surveys.
- (e) The Tenant shall assist HKTb's operational work at the Cruise Terminal in their provision of passenger arrival/ transport information at, to and from the Cruise Terminal and any promotional activities which may be organised by HKTb from time to time including provision of necessary materials for display in the Premises and/or distribution to passengers.

- (f) The Tenant shall at its own cost and expense prepare and submit to the Landlord an annual marketing plan on or before 30 November 2027 to cover its planning for the first year of the Term, and thereafter submit to the Landlord an annual marketing plan and report on the observation and outcome of the preceding year's plan, with the annual operation and maintenance report required under Clause 11.8. The format and content of such plan and report shall be agreed in advance with the Landlord.

11.6 Website.

- (a) The Tenant shall, on or before 30 November 2027, at its own cost and expense set up a website or takeover the management of the website from the Existing Tenant (the "**Website**") and maintain the Website in all respects to the satisfaction of the Landlord during the subsistence of this Agreement. For the avoidance of doubt, all intellectual property rights (of whatever nature and wherever arising and irrespective of registered or unregistered under any jurisdiction), including, but not limited to, patent, trademarks, copyright, domain names, database rights, designs and other intellectual property rights, in the Website and other relevant materials are/shall be the sole and exclusive property of the Landlord and shall be and remain vested in the Landlord immediately upon set up. If so required by the Landlord, the Tenant shall at its own costs and expense promptly deliver the Website and the content therein (including all intellectual property rights) to the Landlord or the designated personnel at any time during the Term of this Agreement or upon expiry or early termination of this Agreement.
- (b) A website at the following link: <https://www.kaitakcruiseterminal.com.hk/> was set up by the Existing Tenant. All intellectual property rights (of whatever

nature and wherever arising and irrespective of registered or unregistered under any jurisdiction), including, but not limited to, patent, trademarks, copyright, domain names, database rights, designs and other intellectual property rights, in this website and other relevant materials are the sole and exclusive property of the Landlord. Subject to the Landlord's agreement, the Tenant can make reference to and adopt the relevant materials from the existing website as deemed appropriate by the Tenant and if so required by the Tenant, the Landlord can endeavour to arrange to procure the required information to the Tenant. However, the Landlord does not warrant that it will be successful in the procurement of the required information from the Existing Tenant and the Landlord shall not, in any event, be liable or responsible to the Tenant for any loss, damage, inconvenience, cost or expense which may be sustained by the Tenant arising out of the Landlord's failure in procuring the required information from the Existing Tenant.

- (c) The Tenant shall upload booking results of the berthing slots to the Website, provide an updated booking schedule of cruise vessel arrivals and departures and other necessary information (including composition of the Management Team, change in the Management Team, services and facilities of the Cruise Terminal, contact person for enquiry, terminal transport information, available berthing slots, report on achieving Service Pledges and KPIs, code of ethics, statistic information on accident and incident, contingency service arrangements in the event of typhoon, inclement weather and in circumstances of major incidents) and any other information as may be required by the Landlord in the Website and update information in the Website at least on a monthly basis.

11.7 Code of ethics.

- (a) The Tenant shall formulate in consultation with the Independent Commission Against Corruption and implement a code of ethics which includes clauses on acceptance of advantages and entertainment, avoidance and declaration of conflict of interest, and handling of confidential information within six (6) months after the date of this Agreement, and publish such code on the Website.
- (b) The Tenant shall issue the code of ethics to its directors and staff for compliance. The Tenant shall also take every reasonable precaution to ensure that its directors and staff do not breach any clauses in the code of ethics.
- (c) The Tenant shall update the code of ethics as and when necessary in consultation with the Independent Commission Against Corruption.

11.8 Report and review to the Landlord.

- (a) The Tenant shall prepare and submit to the Landlord on a monthly basis or whenever required by the Landlord a report on the relevant operational statistics of the Cruise Terminal including, but not limited to, berth utilisation rate, annual and monthly cruise vessel calls and annual and monthly passenger throughput.
- (b) The Tenant shall prepare and submit an annual operation and maintenance report including the items as listed under (i) to (xii) below to the Landlord within one (1) calendar month of the end of each successive period of twelve (12) calendar months from the Commencement Date. The final operation and maintenance report shall be submitted prior to not less than one (1) calendar month before the expiration of this Agreement. The format and content of the annual

operation and maintenance report shall be submitted and agreed in advance with the Landlord and shall be reviewed from time to time to the Landlord's satisfaction:

- (i) update of the Management Team, as approved by the Landlord under Clause 11.10(h);
- (ii) compliance with Service Pledges which shall include the customer satisfaction survey required under Clause 11.2;
- (iii) performance of terminal security and traffic management, review of Contingency Plans;
- (iv) update of building condition of the Premises;
- (v) update of inventory list and condition of the fixtures, fittings and Landlord's Provisions;
- (vi) update of condition of the Charging Facilities and E & M Facilities maintained by the Tenant;
- (vii) update of maintenance schedule and the outstanding items that were not completed in the preceding year;
- (viii) update of the required resources of staff, qualified personnel of the Landlord's Provisions and the appointed security services provider including the number of staff and security guards, their post and a brief description of duties but excluding the personal information;
- (ix) update of industry engagement as required under Clause 11.4;
- (x) update of marketing plan as required

under Clause 11.5(f);

- (xi) compliance with the Binding Proposal required under Clause 11.3(b)(ii); and
- (xii) an action checklist/schedule listing an order of priority for the maintenance and repair works to be carried out by the Tenant.

A qualified independent professional shall be engaged to assess and report on items (iv), (v) and (vi) of sub-clause (b) of this clause and to specify any damage which shall be repaired by the Tenant under this Agreement.

- (c) The Tenant shall update the action checklist/schedule required under Clause 11.8(b)(xii) on a monthly basis or whenever required by the Landlord.
- (d) The Tenant shall immediately and in any event within 24 hours inform the Landlord of any circumstance which the Tenant anticipates will result in disruption to the Tenant's operation and management of the Cruise Terminal under this Agreement, including the following circumstances:
 - (i) inclement weather such as the hoisting of typhoon signals, rainstorm warning signals or extreme conditions;
 - (ii) interruption to the supply of electricity, water and other utilities;
 - (iii) structural safety problems;
 - (iv) failure of E & M Facilities and other facilities and furniture;
 - (v) labour disputes;
 - (vi) the occurrence of any accident, personal injury and death within the Premises;

- (vii) incidents in the event of epidemic or pandemic;
 - (viii) collision of cruise vessels, damage or blockage to any access road(s) within or near the Cruise Terminal or passageway(s); and
 - (ix) the occurrence of any other major incidents, which in the reasonable opinion of the Tenant, would lead to or result in disruption to the Tenant's operation and management of the Cruise Terminal under this Agreement, which include but are not limited to damage or blockage to any transportation systems and facilities serving the Cruise Terminal, public procession and/or public gatherings (whether outside or within the vicinity of the Cruise Terminal).
- (e) The Tenant shall attend meetings with, and conduct briefings and presentations to, the Legislative Council (including, but not limited to, Legislative Council Panels and sub-committees), District Councils and its committees and working groups, Harbourfront Commission and its Task Forces, Government Policy Bureaux and departments, public bodies (as defined in the Interpretation and General Clauses Ordinance (Cap. 1)), advisory and statutory bodies and other organisations, agencies, committees or parties as may be directed by the Landlord, and respond to any questions or requests made by attendants of any of the aforesaid meetings, briefings or presentations.

11.9 Conflict of interest.

- (a) The Tenant expressly acknowledges that the primary commercial interest of the Landlord is to maximise utilisation of the Cruise Terminal.

- (b) The Tenant shall in good faith and with all reasonable diligence use its best efforts to (i) attract the deployment of cruise vessels to the Cruise Terminal; (ii) maximise the cruise vessels calls and passengers throughput of the Cruise Terminal; and (iii) maximise the use of the Premises for other Non-Cruise Related Event.
- (c) In consideration of the Landlord agreeing to let the Premises to the Tenant upon the terms and conditions of this Agreement, the Tenant shall during the subsistence of this Agreement:
 - (i) Ensure that it and the Related Parties shall not undertake any service, task or business or other activity which conflicts, or may reasonably be seen to conflict, with the commercial interest of the Landlord stated in Clause 11.9(a), or is in breach, or potentially in breach, of the obligations stated in Clause 11.9(b).
 - (ii) (ii) Prohibit its employees who are involved in the operation of the Cruise Terminal in accordance with this Agreement from performing any action or making any decision which conflicts, or may reasonably be seen to conflict, with the commercial interest of the Landlord. In particular, an internal firewall within the Tenant's company should be set up to ensure that the employees involved in decision making under this Agreement shall not be involved in the operation of the Tenant's or the Related Parties' other business operations that could or potentially give rise to a conflict.
 - (iii) Prohibit its employees who are involved in this Agreement from engaging in any work or employment (whether within the Tenant's company or the Related Parties) other than in the

performance of this Agreement, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests or work duties (whether within the Tenant's company or the Related Parties) and their duties in connection with this Agreement.

- (iv) Require its employees who are involved in this Agreement to declare in writing to it (and to the Landlord when required by the Landlord) that there is no conflict or potential conflict between their personal/financial interests or work duties (whether within the Tenant's company or the Related Parties) and their duties in connection with this Agreement. In the event that such conflict or potential conflict is disclosed in the declaration, the employees shall forthwith be suspended from performance of duties in connection with this Agreement until the conflict or potential conflict is removed.
- (v) Promptly notify the Landlord in writing of all or any facts which may reasonably be considered to give rise to a situation where the interests of the Tenant or the Related Parties conflict or compete or may conflict or compete with the commercial interest of the Landlord stated in Clause 11.9(a) and the obligation stated in Clause 11.9(b).
- (vi) Upon demand of the Landlord at any time, the Tenant shall provide information relating to profile of its and/or the Related Parties' business or such other information as may be required by the Landlord to prove to its satisfaction that the Tenant's and/or the Related Parties' business is not in conflict with the commercial interest of

the Landlord stated in Clause 11.9(a), or is in breach, or potentially in breach, of the obligations stated in Clause 11.9(b) and the Tenant shall take any measures or steps which may be required by the Landlord to ensure that the commercial interest of the Landlord will not be prejudiced.

11.10 Management Team.

- (a) The Tenant shall in its own name through the management team as set out in Annex VIII (the “**Management Team**”, the formation of which is as required under Clause 11.10(c)) manage the Premises and operate the Cruise Terminal efficiently in accordance with this Agreement and in accordance with such directions as may from time to time be given by the Landlord.
- (b) The Tenant shall ensure that all the members of the Management Team shall solely serve the Tenant and none of them shall be engaged in other appointments which may give rise to any potential conflicts of interests with the duties and responsibilities as a member of the Management Team or with the Tenant’s obligation stated in Clause 11.9(b) and/or Clause 11.9(c).
- (c) The Tenant shall ensure that at all times during the Term the Management Team comprises of:
 - (i) a manager who shall have five (5) years’ or above full-time experience in the capacity of not lower than deputy head level in their previous positions in cruise industry business, and the Landlord shall have the final say on what constitutes “cruise industry business” experience;
 - (ii) a deputy manager who shall have three (3) years’ or above full-time experience in the capacity of not lower than deputy head level in his previous

position(s) in cruise industry business, and the Landlord shall have the final say on what constitutes “cruise industry business” experience.”

- (iii) a deputy manager who shall have three (3) years’ or above full-time experience in the capacity of not lower than deputy head level in his previous position(s) in relevant commercial operations related to shop leasing, shop management or event planning, and the Landlord shall have the final say on what constitutes “relevant commercial operations” experience; and
 - (iv) a deputy manager who shall have three (3) years’ or above full-time experience in the capacity of not lower than deputy head level in his previous position(s) in property management or building management, and the Landlord shall have the final say on what constitutes “property management or building management” experience.
- (d) Without prejudice to the generality of the foregoing, the Tenant shall ensure that the manager shall provide services in Hong Kong upon the execution of this Agreement.
- (e) All members of the Management Team shall be recruited and shall on or before 30 November 2027 enter into binding employment agreements with the Tenant for the execution of all duties of the Tenant as set out in this Agreement and the management and operation of the Premises during the Term.
- (f) The Tenant shall ensure that all members of the Management Team shall be under the employment of the Tenant throughout the subsistence of this Agreement.
- (g) The Tenant shall submit an application to the Landlord for approval at least one (1) month

before the proposed date of appointment of the member of the Management Team, which application shall be accompanied by a curriculum vitae for the proposed member, who shall meet the qualification as required under sub-clause (c) of this clause.

(h) In the event that any member of the Management Team:

- (i) tenders his resignation; or
- (ii) becomes unable to carry out his job responsibilities as a result of death, incapacity or other reasons,

the Tenant shall inform the Landlord in writing of any such event within one (1) week of such event, and the Tenant shall make every endeavour to identify a replacement and submit an application to the Landlord for approval at least one (1) week before the proposed date of replacement, which application shall be accompanied by a curriculum vitae for the proposed replacement member, who shall meet the qualification as required under sub-clause (c) of this clause.

(i) The Landlord reserves the right not to accept any replacement member proposed by the Tenant or to accept such replacement only as an interim measure. In the event that the acceptance of such replacement by the Landlord is as an interim measure, the Tenant shall continue to identify a replacement member in accordance with the time requirement as imposed by the Landlord. If the Landlord considers the proposed change in Management Team is unacceptable, it will issue a written notice requesting the Tenant to re-submit a revised proposal. The Landlord will provide reason(s) for not approving the proposal in the written notice and the Landlord's decision shall be final, binding and conclusive on the Tenant.

(j) The Tenant shall, when required by the

Landlord, set up ad hoc or regular meetings with the Landlord, the shareholders of the Tenant in person (and without delegation) and, if required by the Landlord, the ultimate shareholders of the Tenant to govern the Management Team. In the event that the shareholders and/or ultimate shareholders of the Tenant are body corporates, the director(s) of the body corporates shall represent the body corporates in the meetings with the Landlord. In the event that the shareholders and/or ultimate shareholders of the Tenant are partnerships or joint venture or other entities recognised overseas as legal entities under the laws of the overseas jurisdiction, such entities shall produce documentary evidence to the satisfaction of the Landlord to prove that the person(s) attending the meetings with the Landlord on behalf of such foreign legal entities are duly authorised by such foreign legal entities under the applicable laws of the overseas jurisdiction. For the avoidance of doubt, members of the Management Team shall not be counted as shareholders or ultimate shareholders of the Tenant for the purpose of this sub-clause.

- (k) The Management Team shall adopt and implement the Landlord's instructions regarding the operation and management of the Cruise Terminal.

11.11 Public Communications. The Tenant shall seek the Landlord's approval prior to issuing any press release, attending interviews or making any public statements (written or verbal) regarding the Cruise Terminal whether through the media, newspapers, social media or otherwise.

12. CRUISE OPERATION AND MANAGEMENT

12.1 Co-ordination. The Tenant shall at all times including, but not limited to, in the circumstances set out in Clause 11.8(d) co-ordinate with Customs and Excise Department, Immigration Department, Hong

Kong Police Force, Department of Health, Transport Department, Electrical and Mechanical Services Department, Government Flying Service, other Government departments and all relevant stakeholders including, but not limited to, transport operators, cruise lines operators, port agents and ground handlers, and take into account any other request of the Landlord to maximise rapid, convenient and efficient movement of passengers and crews and/or handling of baggage, cruise supplies and provisions.

12.2 Vessel and passengers' arrival and departure.

- (a) The Tenant shall inform Customs and Excise Department, Immigration Department, Hong Kong Police Force and Department of Health of (i) vessel arrival and departure date and time; and (ii) estimated numbers of arrival passengers, departure passengers, transit passengers and crew members by serving written notice at least three (3) months before each vessel arrival and departure. The Tenant shall immediately notify Customs and Excise Department, Immigration Department, Hong Kong Police Force and Department of Health of any subsequent change of the scheduled arrival and departure date and time.
- (b) The Tenant shall at its own costs and expense provide adequate staff and security guards within the Premises to guide and direct cruise passengers to ensure efficient and correct movement of cruise passengers through the Premises, and in particular, (i) the segregation of cruise passengers and crew members from different cruise vessels when more than one vessel are berthed; (ii) the diversion of different categories of the cruise passengers (including arrival passengers, departure passengers and transit passengers) and crew members through different routes within the Restricted Area during embarkation and disembarkation; and (iii) implementing all necessary measures to achieve effective physical segregation of departing and arriving cruise passengers in any part of the Premises

designated by the Landlord in all respects to the satisfaction of the Landlord. The Landlord's decision on what constitutes adequate staff for the purpose of this sub-clause shall be final, binding and conclusive on the Tenant.

- (c) In the event that:
 - (i) the berthing of three (3) or more cruise vessels involves handling of arrival passengers coming from more than two (2) cruise vessels simultaneously; or
 - (ii) the berthing of three (3) or more cruise vessels involves handling of arrival passengers coming from more than one (1) cruise vessel and departure passengers or transit passengers simultaneously;

the Tenant shall at least three (3) months before the date of vessel arrival and departure or within such time frame as specified by the Landlord, at its own cost and expense submit an operation plan and a crowd control plan to the Landlord for approval and implement operational measures within the Premises to the satisfaction of the Landlord.

12.3 Berth-Allocation Guidelines.

- (a) The Tenant shall within thirty (30) days from the execution of this Agreement propose a set of guidelines on the allocation of berths at the Cruise Terminal for cruise vessels for the Landlord's approval. The Tenant shall allocate the berths according to the guidelines approved by the Landlord (the "**Berth-Allocation Guidelines**").
- (b) The Tenant, may initiate to conduct, or if so requested by the Landlord, shall conduct, a review of the Berth-Allocation Guidelines. In granting approval of the Berth-Allocation Guidelines and/or its subsequent revisions, the

Landlord may impose amendment, deletion and/or addition to the content of the guidelines which imposition shall be final and binding on the Tenant.

- (c) The Berth-Allocation Guidelines should adhere to the following principles:
 - (i) a clear and open application procedure, without giving favour to any particular person whether or not such person is a person in which the Tenant has any direct or indirect financial, commercial, personal or other interest, and with reasonable time frame for cruise lines and/or their agents to book the available berths of the Cruise Terminal; and
 - (ii) in face of competing application of an available berth, cruise vessels homeporting at the Cruise Terminal should have priority over transit calls, higher frequency of berthing at the Cruise Terminal over lower ones, and cruise vessels with larger size and/or capacity over smaller ones.
- (d) The Tenant shall at its own cost and expense set up, operate and manage a berthing slot booking system in accordance with the Berth-Allocation Guidelines in all respects to the satisfaction of the Landlord. For the avoidance of doubt, the Tenant acknowledges that use of the Premises shall be subject to the Berth-Allocation Guidelines and unless agreed by the Landlord, only cruise vessels assigned in strict accordance with the Berth-Allocation Guidelines are allowed to use the berths.
- (e) Until the Berth-Allocation Guidelines are approved by the Landlord, the Tenant shall accept booking of berthing slots in accordance with the Landlord's allocation, with the dockage fee(s) and passenger fee(s) to be negotiated between the Tenant and the cruise

line and/or its agent.

- (f) The Tenant shall not open and accept booking of berthing slots for the booking period after the expiry of the Term. However, if so required by the Landlord, the Tenant shall on behalf of the next tenant, assist in registering and posting on the Website the bookings of the berthing slots after the expiry of the Term and the Tenant shall not be entitled to charge any fee or deposit for rendering such assistance.
- (g) The Tenant shall at its own cost and expense upload the Berth-Allocation Guidelines on the Website or publish it in a manner required by the Landlord.
- (h) Upon demand of the Landlord at any time during the Term, the Tenant shall provide information relating to berth booking schedules, fees and charges or such other information as may be required by the Landlord to prove to the Landlord's satisfaction that the Berth-Allocation Guidelines and this Clause 12.3 have been complied with.

12.4 Fees and Charges.

- (a) The Tenant has the discretion to decide the levels of dockage fee(s) and passenger fee(s) in accordance with the notes set out in Annex IX. The Tenant shall inform the Landlord the prevailing dockage fee(s) and passenger fee(s) before publishing the same as required under sub-clause (b) and every time there is update to the said fee(s).
- (b) The Tenant shall publish and update from time to time its prevailing dockage fee(s), passenger fee(s) and other fees (if any) in a manner required by the Landlord.
- (c) The prevailing dockage fee(s), passenger fee(s) and any other fees (with descriptions and/or breakdown listed out) shall apply to all cruise

lines and cruise vessels (including any cruise vessels owned by the Tenant and the Related Parties unless with the prior approval of the Landlord).

12.5 Stevedoring and passenger services.

- (a) The Tenant acknowledges and accepts that it does not have the exclusive right of providing stevedoring services and check-in counter services within the Premises and cruise line operators or agents as approved by the Landlord shall have the right to engage their own contractors for providing stevedoring services and check-in counter services.
- (b) The Tenant shall allow cruise line operators or agents as approved by the Landlord or their contractor(s) or agent(s) with or without material, tools, vehicles and equipment to pass and repass on, along, over, by and through the Premises for provision of stevedoring services and check-in counter services to the cruise passengers.
- (c) Notwithstanding the above and without prejudice to the generality of Clauses 1.2(l) and 23.1(e), the Tenant shall continue to be responsible for the observance and performance of the Tenant's covenants under this Agreement so that any breach of any of the said covenants by the third party contractor shall be deemed to be a breach by the Tenant entitling the Landlord to enforce its rights and remedies under this Agreement against the Tenant. The Tenant shall indemnify the Landlord against any loss or damage suffered by the Landlord as a result of or caused by any act, deed, matter or thing done, permitted, suffered or omitted by any third party contractor.
- (d) The Tenant shall, if required by the Landlord, provide the following services to cruise passengers:
 - (i) shuttles to and from designated MTR

stations or hotels or other drop-off locations as required by the Landlord;

- (ii) connecting coaches to the Hong Kong International Airport, the High Speed Rail station and key boundary control points;
- (iii) limousines service;
- (iv) automatic teller machines;
- (v) postal services, convenience stores and vending machines; and
- (vi) any other reasonable services or provisions that benefit cruise passengers.

12.6 Contingency Plans. The Tenant shall at its own cost and expense:

- (a) on or before 30 November 2027, based on the plans as contained under Annex VI(1) develop, prepare and submit contingency plans to the Landlord for prior written approval (“**Contingency Plans**”) to cater for circumstances in the event of crisis or other emergency situations which may lead to interruption of operation of cruise operation including, but not limited to, the incidents set out in Clause 11.8(d). The approved Contingency Plans shall be subject to the review annually or from time to time as may be required by the Landlord;
- (b) carry out the Contingency Plans and any other steps as approved by the Landlord upon the occurrence of such crisis or other emergency situations; and
- (c) indemnify and keep the Landlord indemnified against any claims or losses arising from the execution of the Contingency Plans.

12.7 Right of access to the sea. Except with prior written

approval of the Landlord, the Tenant shall have no right of ingress or egress to or from the Premises for the passage of ships except between the points B and C as shown on the plan at Annex X.

- 12.8 Berthing positions. Except with prior written approval of the Landlord, the Tenant is not allowed to berth any vessel at or along the seafront of the Premises between the said points C and D as shown on the plan at Annex X.
- 12.9 Berthing restriction. The Tenant is not allowed to berth any vessel at or along the seafront of the Premises within twenty-five (25) metres of the said point B.
- 12.10 Berthing manner. Except with the prior written approval of Landlord, any vessel berthing near to the said point B must adopt a port side berthing arrangement with the bow of the vessel pointing towards Lei Yue Mun and if there are two (2) or more vessels berthing at the same time, only the vessel in the closest proximity to the said point B has to adopt such port side berthing arrangement.

13. VEHICULAR ACCESS AND TRAFFIC MANAGEMENT

- 13.1 Right of vehicular access. The Tenant shall have no right of ingress or egress to or from the Premises for the passage of motor vehicles except between the points X and Y through Z and between the points U and V through W shown and marked on the plan at Annex I (subject to revision in accordance with Clause 33.1) or such other points as may be approved by the Landlord.
- 13.2 Emergency access. The Tenant may ingress or egress to or from the Premises for the passage of motor vehicles between the points L and M through N shown and marked on the plan at Annex I (subject to revision in accordance with Clause 33.1) as an emergency access when the passage of motor vehicles between the points U and V through W is temporarily obstructed, and such access shall be restricted to Government vehicles and goods vehicles for the provision of supplies and goods for the operation of the Cruise

Terminal.

13.3 Traffic Management Plan.

- (a) The Tenant shall arrange and ensure smooth arrival and departure of cruise passengers and Non-Cruise Related Event guests to and from the Cruise Terminal. In this connection, the Tenant shall on or before 30 November 2027, at its own cost and expense, and based on the Traffic Management Plan as contained under Annex VI(1) develop, prepare and submit a traffic management plan (the “**Traffic Management Plan**”) to the Landlord for prior written approval. The Traffic Management Plan shall be reviewed annually or from time to time as may be required by the Landlord and submitted to the Landlord for approval in the annual operation and maintenance report required under Clause 11.8. The Traffic Management Plan shall indicate the minimum requirements for management and/or operation of:
 - (i) the pedestrian and vehicular traffic flows to and from the Cruise Terminal including the crowd control management at different locations within the Cruise Terminal during embarkation and disembarkation;
 - (ii) all vehicular access of the Cruise Terminal under both normal operating condition and emergency situations in which blockage of access road(s) is anticipated;
 - (iii) the Transportation Area;
 - (iv) the parking spaces and loading and unloading spaces within the Premises;
 - (v) services vehicles for provision of supplies, goods and services to cruise vessel and Cruise Terminal;

and shall include but are not limited to sketches/drawings showing the road layout, road marking, location and content of signs, queuing areas, drop-off, pick up, loading and unloading spaces, all traffic and pedestrian control measures.

- (b) The Tenant shall at its own cost and expense observe, perform and implement the Traffic Management Plan and any ad-hoc plan(s) for traffic management measures from time to time as required under sub-clause (a) above within the Premises in all respects to the satisfaction of the Landlord. Without limiting the generality of the foregoing, the Tenant shall provide from time to time sufficient personnel and equipment for carrying out all traffic measures contained in the Traffic Management Plan and the ad-hoc plan(s).
- (c) Traffic management measures. The Tenant shall at its own cost and expense from time to time draw up for the Landlord's approval and implement tailor-made traffic management measures for each Ship Call and those Non-Cruise Related Events or special occasions where the demand for pedestrian and vehicular traffic is expected to be high, including, but not limited to, ensuring efficient and smooth transport services to and from the Cruise Terminal, including public transport, shuttle services and providing incentives to attract sufficient taxi supply, etc and temporary traffic signages within the time limit specified by the Landlord. The Tenant shall convene, lead and be primarily responsible for regular consultation with cruise line operators, port agents, transport operators, Hong Kong Police Force and Transport Department from time to time on the implementation of the Traffic Management Plan.

14. CLEANSING AND PEST CONTROL

- 14.1 Sanitary and clean condition. The Tenant acknowledges that (i) the Cruise Terminal is a point of entry within the meaning of the Prevention and Control of Disease Regulation (Cap. 599A) and (ii) Section 11 of the Prevention and Control of Disease Regulation (Cap. 599A) provides, inter alia, that the operator of a point of entry shall ensure, as far as practicable, that the point of entry is maintained in a sanitary condition. The Tenant shall comply with Section 11 of the Prevention and Control of Disease Regulation (Cap. 599A). In particular, but without in any way limiting the foregoing, the Tenant shall keep and maintain the Premises at all times in a sanitary and clean condition (including prevention of pest infestation) and shall at its own cost and expense clean the Apron Area and interior of the Premises (including gangways, escalators, elevators, travelators, windows, inner side of curtain walling, cladding within the Premises) and arrange disposal or removal of garbage, rubbish and refuse from the Premises on a daily basis or at such other frequency as required by the Landlord at any time and from time to time. The Tenant shall not bring or keep or suffer to be kept in or on the Cruise Terminal anything which in the opinion of the Landlord is or may become unclean, unsightly or detrimental to the Cruise Terminal. Without limiting the generality of the foregoing, garbage, rubbish, debris, refuse and waste collected from any cruise vessel shall be removed immediately from the Cruise Terminal and shall under no circumstances be placed or stored in the refuse collection chamber of the Cruise Terminal Building.
- 14.2 Disposal. The Tenant shall not dispose of any garbage or rubbish anywhere within the Cruise Terminal except at the RCP specified in Clause 14.3(a) or in a place from time to time prescribed by the Landlord and until such time as such garbage or rubbish is removed from the Cruise Terminal the Tenant shall keep the same securely sealed in containers of a design to be approved by the Landlord and the Tenant shall indemnify the Landlord of any costs of cleaning up any refuse, rubbish, litter or other article or thing disposed of in contravention of this

Clause 14.2.

- 14.3 RCP. Without in any way limiting the generality of the foregoing,
- (a) the Tenant shall manage and operate the two refuse collection points (“**RCP**”) located at the ground floor and first floor of the Premises and open it for use by occupiers and their contractors, servants, agents or visitors of the Cruise Terminal from 7 a.m. to 11 p.m. daily;
 - (b) the Tenant shall, at its own cost and expense, provide refuse collection trucks for transportation of all refuse from the RCP of the Cruise Terminal to legal public landfills or refuse transfer stations daily;
 - (c) the Tenant shall deliver the general waste/refuse or paper waste collected to the RCP. The Tenant shall not use the passenger’s lift(s) for conveyance of refuse except in special circumstances with the prior approval of the Landlord;
 - (d) the Tenant shall follow the instructions of the Landlord or his representatives in using the equipment at the RCP. The Tenant shall ensure that all his employees and agents exercise their utmost care in the use of these equipment to avoid damage to the Landlord’s property;
 - (e) the Tenant shall arrange collection of recyclable waste collected such as plastic bottles, metal cans, glass and waste paper, etc. and other type of waste as required by the Landlord or his representatives for recycling purpose (including proper sorting, storage and delivery to the designated recycling organisations and collection points);
 - (f) the Tenant is required to remove and dispose all refuse daily including paper waste and recyclable materials in bio-degradable/recycled plastic bags or other approved

containers which are to be supplied by the Tenant; and

- (g) the Landlord and Government departments at the Cruise Terminal shall not be charged any fee for using the two RCP and disposing waste at these two RCP.

14.4 Removal of stains and dirt. The Tenant shall take all reasonable steps to prevent the accumulation of any stains and dirt on any exterior part of the Premises.

14.5 Cleaning of drains and sewers.

- (a) The Tenant shall pay on demand to the Landlord the cost incurred by the Landlord in cleansing and clearing any of the main drains choked or stopped up owing to improper or careless use by the Tenant or its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees.

- (b) The Tenant shall and shall procure its sub-tenants to carry out the cleansing and clearing of all the drainage and sewerage pipes exclusively serving the Premises or any parts thereof at such regular interval as may be prescribed by the Landlord to prevent choking and blockage of the pipes and installation. Where the Landlord reasonably considers that hot or warm effluent can congeal and cause blockage within the drainage system, the Tenant shall forthwith on demand by the Landlord undertake at its own cost and expense either an emulsifying or a neutralising effect by using such equipment as may be prescribed by the Landlord.

14.6 Cleansing of grease traps. In the event that Ancillary Commercial Area or any part thereof are used as eating place and after commencement of business, the Tenant shall and shall procure its sub-tenants to carry out cleansing and clearing of the grease traps in the Premises on a daily basis or at such regular interval as may be prescribed by the Landlord.

- 14.7 Disinfection and disinsection of Premises. In the event of epidemic or pandemic in Hong Kong or any circumstances that the Landlord considers it necessary, the Tenant shall at its own cost and expense carry out the necessary cleansing, disinfecting and disinsecting works and procedures at the Premises in accordance with any guidelines issued by Department of Health from time to time and in full compliance with the prevailing statutory requirements and the laws of Hong Kong.

15. SECURITY

15.1 Port Facility Security Plan.

- (a) The Tenant shall at its own cost and expense prepare a security plan for the Cruise Terminal (the “**Port Facility Security Plan**”) and submit the same to Marine Department for approval not less than nine (9) months before the Commencement Date and the Tenant shall on or before the Commencement Date procure all necessary approval of the Port Facility Security Plan from the Marine Department to enable its operation of the ship berthing and cruise passenger embarkation and disembarkation within the Restricted Area of the Premises. Upon receiving approval for the Port Facility Security Plan, including any subsequent approval thereof, the Tenant shall forward a copy of the approved Port Facility Security Plan or its amendments to the Commissioner for Tourism for record purpose.
- (b) The Tenant shall at its own cost and expense observe, perform and implement the Port Facility Security Plan approved by the Marine Department (the “**Approved Port Facility Security Plan**”) and co-operate with the Landlord to implement the Approved Port Facility Security Plan in all respects to the satisfaction of the Landlord. Without limiting the generality of the foregoing, the Tenant shall from time to time recruit and supervise sufficient trained security personnel and

provide equipment for carrying out all security measures contained in the Approved Port Facility Security Plan.

15.2 Additional security measures. If required in writing by the Landlord from time to time, the Tenant shall at its own cost and expense carry out any additional measure in relation to the security of the Premises within the time limit specified by the Landlord.

15.3 Cooperation with Government departments and law enforcement authorities.

(a) The Tenant acknowledges and accepts that the Government departments and law enforcement authorities including but not limited to the Hong Kong Police Force, Immigration Department, Customs and Excise Department and Government Flying Service shall be entitled to install and operate their own closed circuit television systems within the Premises and the Tenant shall co-operate with the Hong Kong Police Force, Immigration Department, Customs and Excise Department and Government Flying Service in such operation. The Hong Kong Police Force, Immigration Department, Customs and Excise Department and Government Flying Service shall have sole access, control, operation and management of the closed circuit television systems and any information or data collected through the operation of the closed circuit television systems.

(b) The Tenant acknowledges and accepts that the Hong Kong Police Force, Immigration Department and Customs and Excise Department will share the signal of a closed circuit television system managed by the Tenant in areas within the Premises designated by the Hong Kong Police Force, Immigration Department and/or Customs and Excise Department from time to time.

(c) The Tenant shall allow the Hong Kong Police Force to operate any closed circuit television

system of the Tenant or any of its sub-tenants or licensees at the Premises and to collect and use information and data collected from such operation in the event of an emergency situation and the Tenant shall and shall procure its sub-tenants and licensees to cooperate with the Hong Kong Police Force in such operation.

- (d) The Government departments and the law enforcement authorities including but not limited to the officers of the Hong Kong Police Force, Customs and Excise Department, Immigration Department, Department of Health and Marine Department shall have free and unrestricted access to the Premises at any time for the purpose of carrying out their official duties.
- (e) In the event of an emergency or in order to discharge official duties, vessels deployed by the Government shall have free and unrestricted marine access to berth at or along the seafront of the Premises for carrying out their official duties. The Tenant shall cooperate with the Landlord and shall have no claim against the Landlord for any loss, compensation, damage, costs or expenses arising from this clause.
- (f) The Tenant shall immediately inform the Hong Kong Police Force, Immigration Department and Customs and Excise Department of any situation which may affect the smooth and safe operation and security of the Premises.
- (g) The Tenant shall at its cost and expense organise and conduct, together with Government departments, annual exercise to handle major incidents/emergency situation in all respects to the satisfaction of the Landlord.

15.4 Sub-tenants and licensees. The Tenant shall ensure that each of its sub-tenants and licensees observes all the approved plans and the security measures referred to in Clauses 15.1 and 15.2.

15.5 Statutory requirement. For the avoidance of doubt,

this Clause 15 shall not prejudice or affect the Tenant's obligation to comply with any statutory regulation and requirement in relation to port security.

16. LANDSCAPING MAINTENANCE

- 16.1 Maintenance obligation. The Tenant shall at its own cost and expense provide, replace, collect, relocate, remove, water, fertilise, prune, maintain and keep the soft landscape within the Premises so as to maintain them in a condition that is clean, neat, tidy, safe, aesthetically pleasing, healthy and free of invasive and parasitic vines and weeds, to the satisfaction of the Landlord. The soft landscape includes such indoor and outdoor pots and planters, planted and natural items as grass, trees, bushes, plants, shrubs, flowers and other types of soft landscaping at all locations within the Premises.
- 16.2 Preservation of trees. No tree growing within the Premises or adjacent thereto shall be removed or interfered with without the prior written approval of the Landlord, who may, in granting approval, impose such conditions as the Landlord may deem appropriate.
- 16.3 Employment of people with necessary qualifications. The Tenant shall at his own cost and expense employ and deploy sufficient numbers of horticultural inspectors/workers/sub-contractors/agents with the necessary qualifications, tools and machinery to meet its obligation under this Clause 16.
- 16.4 General. In fulfilling the Tenant's obligations under this Clause 16, the Tenant shall at its own cost and expense:
- (a) ensure all soft landscape shall not become a potential hazard to any person;
 - (b) re-grass any bare soil surface resulting from erosion or other causes;
 - (c) replant any soft landscape damaged by inclement weather, fire, vandalism, accidents, disease, pest, poor health, drying out or other

reasons;

- (d) inspect regularly all planting areas, in particular, the drainage channels to ensure no blockage of leaves, waste or debris especially before and after vegetation maintenance and inclement weather, and take the necessary precautionary measures to avoid blockage, and take necessary remedial action in case of blockage;
- (e) check tree stakes and ties as necessary, replace all broken, damaged or otherwise unsatisfactory tree stakes and tree ties, and adjust or remove, as appropriate, any tree ties that are causing chafing or abrasion of a plant;
- (f) conduct tree risk assessment including but not limited to, sonic tomography assessment by competent person in a manner and frequency that comply with the guidelines, code of practice and technical instructions whichever is applicable issued by the Greening, Landscape and Tree Management Section, Development Bureau and/or any other relevant Government departments and/or authority; and
- (g) maintain and update a Vegetation Inventory records with description and photographic record and shall provide the Vegetation Inventory to the Landlord for inspection if and when requested.

17. COMMENCEMENT OF BUSINESS AT THE ANCILLARY COMMERCIAL AREA

- (a) The Tenant shall use its best endeavours to keep the Ancillary Commercial Area fully let or occupied. The Tenant shall be deemed to have complied with this Clause 17(a) if not less than 60 percent (60%) of the Floor Area of the Ancillary Commercial Area, including the parts of the Ancillary Commercial Area as required to be operated by the Tenant under Clause 17(d), is open for business within two (2) months from the Commencement Date.

- (b) For the purpose of this Clause 17, the Ancillary Commercial Area shall be considered as having been open for business when the sub-tenants have full assortment of merchandise to offer for sale and are fully staffed to serve customers provided that the installation and operation of automatic vending machines shall not be construed as opening the Ancillary Commercial Area for business.
- (c) In the event that the Tenant fails to meet the requirements in this Clause 17, the Tenant shall:
 - (i) apply to the Landlord for an extension of the time limit;
 - (ii) provide reasons for the non-compliance with Clause 17;
 - (iii) provide all information to the Landlord's satisfaction to demonstrate the efforts made by the Tenant to meet the said requirements;
 - (iv) submit a remedy proposal in writing to the Landlord for approval; and
 - (v) implement the approved remedy proposal within the prescribed time frame to the entire satisfaction of the Landlord.
- (d) The Tenant shall at its own cost and expense operate a shop offering money exchange services at Shop G-03 as shown and marked at Annex I where the operation could be through sub-tenancy, licensing, partnership or other commercial arrangement as the Tenant shall deem appropriate and open for business as at the Commencement Date. Shop G-03 shall be open for business on all Ship Call days with the opening hours starting from the scheduled mooring time and ending one hour before the scheduled unmooring time with sufficient window counters open to provide efficient money exchange services to the satisfaction of the Landlord.

18. ADVERTISING SIGNAGE

- 18.1 Tenant may erect advertising signs. The Tenant may erect or exhibit advertising signs in the interior of the

Premises (excluding the Apron Area) provided that:

- (a) the prior written approval of the Landlord has been obtained;
- (b) the designs, contents, dimensions, sizes and location for the advertising signs are subject to the Landlord's prior written approval and the Landlord at its sole discretion is entitled to impose conditions including the conditions as listed in Annex XI and such other conditions before granting the approval;
- (c) the Tenant shall not erect, exhibit or display within the Premises any signage, banner or sign which may be visible from outside the Premises; and
- (d) the Tenant shall pay full market licence fee in accordance with Clause 4.3(h).

18.2 No advertising signs in exterior area. The Tenant shall not erect or exhibit signage, banner or sign in the Apron Area and on the exterior of the Cruise Terminal Building except with the prior written approval of the Landlord;

18.3 Obtaining of licences. The Tenant shall at its own cost and expense seek, obtain and renew all necessary approvals and licences from the Government and/or any other competent authorities for the design, installation, use, maintenance, repair and removal of the advertising signs and shall comply with all relevant legislation, ordinances, regulations, by-laws, rules and requirements. In this respect, the Tenant shall indemnify and keep the Landlord indemnified against any loss and liabilities arising from or incidental to the breach of this clause and shall take out adequate insurance for such purpose.

18.4 Repair and maintenance of advertising signs. The Tenant shall be responsible for the repair and maintenance of the advertising signs and shall indemnify the Landlord against all loss, damage, action, claim, costs or expenses as the Landlord may sustain or incur as a result of the installation and

existence of such signs.

- 18.5 Removal of advertising signs for works. In the event that works need to be carried out in any part of the Premises by the Landlord, the Tenant shall cooperate with the Landlord and remove or reposition or alter any of the signs if demanded by the Landlord in its sole discretion whether such removal or repositioning or alteration results in a reduction or an increase or change in the number of or the size of the display areas or otherwise. For the avoidance of doubt, the Tenant shall be responsible for all costs and expenses associated with the removal, re-installation, repositioning or alteration of such signs. The Tenant shall have no claim against the Landlord for any loss, damage or compensation of whatsoever nature nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable.
- 18.6 Removal of advertising signs. If the Landlord considers that the content of any advertising signs is likely to contravene any statutory enactments or regulations, the Landlord shall be entitled to require the Tenant to cease displaying any advertising signs forthwith and the Landlord's decision shall be final, binding and conclusive on the Tenant. The Tenant and its advertising agent(s) or advertiser(s) shall not make any claims for compensation of whatsoever nature against the Landlord.

19. ASSIGNMENT AND SUBLETTING

- 19.1 Berthing of vessels. The Tenant shall be permitted to issue permission or licence to permit berthing of the cruise vessels at the Apron Area provided that:
- (a) dockage fee(s) and passenger fee(s) are charged in accordance with the prevailing fees and charges as required under Clause 12.4;
 - (b) no further assignment or transfer of the permission or license for berthing of cruise vessels to other party is permitted;

- (c) the Tenant shall report any transaction with the Related Parties to the Landlord; and
- (d) the cruise vessels shall be assigned in strict accordance with the Berth-Allocation Guidelines as provided under Clause 12.3.

If so required by the Landlord, the Tenant shall at its own cost and expense provide all evidence to the satisfaction of the Landlord that the above sub-clauses are fully complied with.

19.2 Subletting of Ancillary Commercial Area.

- (a) The Tenant shall subject to the prior approval of the Landlord (who shall have the full and unfettered right to decide whether to grant such approval and the terms and conditions of such approval as the Landlord shall in its sole discretion think fit) be permitted to sublet any part or parts of the Ancillary Commercial Area (a “**Sublet Area**”) provided that:
 - (i) save and except the subletting of Shop G-03 (which shop is mentioned in Clause 17(d)), each portion of the Sublet Area must be sublet at full market rent at the date of the relevant subletting;
 - (ii) the Tenant shall not sublet any part of the Ancillary Commercial Area at a fine or premium and without prejudice to the generality of the foregoing, no premium, key money or similar payment shall be paid by the sub-tenant;
 - (iii) no rent shall be payable in advance for a period greater than three (3) months;
 - (iv) any grant of rent free period or concessionary rent period or waiver of any rental payment under the

sub-tenancies is subject to the prior written approval of the Landlord;

- (v) there shall be no further subletting of the Sublet Area;
- (vi) terms of the sub-tenancies shall not exceed one (1) day prior to the expiry of the Term;
- (vii) the Tenant shall report any transaction with the Related Parties to the Landlord; and
- (viii) save and except the subletting of Shop G-03 (which shop is mentioned in Clause 17(d)), if so required by the Landlord, the Tenant shall at its own cost and expense engage an independent valuer appointed by the President of Hong Kong Institute of Surveyors to assess full market rent of the Sublet Area or any part(s) thereof. The Landlord shall have full and absolute discretion to adopt the assessed full market rent as deemed rental income for such subletting in the Gross Receipt.

(b) The Tenant shall incorporate the following clauses in all of the sub-tenancies:

- (i) a clause which states that notwithstanding any rule of law or equity to the contrary, it is an essential condition of the sub-tenancy that the sub-tenancy shall be absolutely determined on or before the date of termination of this Agreement if this Agreement shall for whatever reasons be terminated and the sub-tenant shall expressly waive any claim against the Landlord for damages or compensation whatsoever in respect of the determination of the sub-tenancy;

- (ii) a clause which requires the sub-tenant not to use or suffer the Sublet Area or any part thereof to be used for any illegal, immoral or improper purposes or for any purposes that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, and the determination of the Landlord as to what constitutes the above purposes shall be final, binding and conclusive;
- (iii) a clause which requires the sub-tenant to fit-out the Sublet Area and maintain shopfront display in a style appropriate to a world class cruise terminal and ancillary commercial complex and forthwith comply with any request made by the Landlord relating thereto. Without limiting the generality of the foregoing, the relevant requirements imposed by the Tenant must be no less onerous than those contained in this Agreement;
- (iv) a clause which requires the sub-tenant to observe and obey, inter alia, the fitting out rules and regulations made by the Tenant and reviewed and updated from time to time by the Tenant upon instructions from the Landlord and any additional conditions as may be imposed by the Landlord; and
- (v) a clause which specifies that the clauses referred to in Clause 19.2(b)(i) shall survive the determination of the sub-tenancy.

19.3 Licensing of Premises for Non-Cruise Related Event.

(a) The Tenant shall subject to the prior approval of the Landlord (who shall have the full and unfettered right to decide whether to grant such approval and the terms and conditions of such approval as the Landlord shall in its sole discretion think fit) be permitted to issue permission or licence of part(s) of the Premises for Non-Cruise Related Events provided that:

(i) full market licence fee is charged at the date when the relevant permission or licence for Non-Cruise Related Event is granted;

(ii) any grant of licence fee free period or concessionary fee period or waiver of any fee is subject to the prior written approval of the Landlord;

(iii) there is no assignment or transfer of permission or licence for Non-Cruise Related Event except with the prior written approval of the Landlord;

(iv) the Tenant shall neither be permitted to sublet the whole Premises to a sub-tenant nor issue permission or licence to a licensee in respect of the whole Premises.

(b) The Tenant shall incorporate the following clauses in all such permits and licences:

(i) a clause which states that notwithstanding any rule of law or equity to the contrary (if any), it is an essential condition of the permit or licence (as the case may be) that the permit or licence (as the case may be) shall be absolutely determined on or before the date of termination of this Agreement if this Agreement shall for whatever reasons be terminated and

the licensee shall expressly waive any claim against the Landlord for damages or compensation whatsoever in respect of the determination of the permit or licence (as the case may be);

- (ii) a clause which requires the licensee not to use or suffer the Premises or any part thereof to be used for any illegal, immoral or improper purposes or for any purposes that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, and the determination of the Landlord as to what constitutes the above purposes shall be final, binding and conclusive;
 - (iii) a clause which specifies that the clauses referred to in Clause 19.3(b)(i) shall survive the determination of the permits and licences; and
 - (iv) a clause which requires the licensee to observe and obey, inter alia, the fitting out rules and regulations made by the Tenant and reviewed and updated from time to time by the Tenant upon instructions from the Landlord and any additional conditions as may be imposed by the Landlord.
- (c) If so required by the Landlord, the Tenant shall provide all information to prove that full market licence fee is charged at the date when the relevant permission or licence for Non-Cruise Related Event is granted.
- (d) The Landlord shall have the sole discretion to determine whether an event constitutes a Non-Cruise Related Event for the purpose of

this Agreement.

19.4 Licensing of car park.

- (a) The Tenant shall be permitted to issue permission or licence for parking of motor vehicles in the parking spaces in the Parking Area provided that:
 - (i) full market licence fee shall be charged at the date when the relevant permission or licence for parking is granted;
 - (ii) any grant of licence fee free period or concessionary fee period or waiver of any fee is subject to the prior written approval of the Landlord;
 - (iii) there is no assignment or transfer of permission or license for parking;
 - (iv) except with prior approval of the Landlord, all parking spaces in the Parking Area shall only be made available for short term parking for licensed motor vehicles, either on an hourly basis or daily basis or such other basis as may be approved by the Landlord; and
 - (v) the Tenant shall neither be permitted to sublet the whole Parking Area to a sub-tenant nor issue permission or licence to a licensee in respect of the whole Parking Area except with prior written approval of the Landlord.
- (b) The Tenant shall incorporate the following clauses in all such permits and licences:
 - (i) a clause which states that notwithstanding any rule of law or equity to the contrary (if any), it is an essential condition of the permit or licence (as the case may be) that the

permit or licence (as the case may be) shall be absolutely determined on or before the date of termination of this Agreement if this Agreement shall for whatever reasons be terminated and the car park user shall expressly waive any claim against the Landlord for damages or compensation whatsoever in respect of the determination of the permit or licence (as the case may be);

- (ii) a clause which requires the car park user not to use or suffer the parking spaces in the Parking Area or any part thereof to be used for any illegal, immoral or improper purposes or for any purposes that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, and the determination of the Landlord as to what constitutes the above purposes shall be final, binding and conclusive;
 - (iii) a clause which specifies that the clauses referred to in Clause 19.4(b)(i) shall survive the determination of the permits and licences; and
 - (iv) a clause which requires the licensee to observe and obey, inter alia, the rules and regulations made by the Tenant and reviewed and updated from time to time by the Tenant upon instructions from the Landlord and any additional conditions as may be imposed by the Landlord;
- (c) If so required by the Landlord, the Tenant shall provide all information in all respect to the satisfaction of the Landlord, to prove that full market licence fee is charged at the date

when the relevant permission or licence for parking is granted and any additional conditions as required by the Landlord.

19.5 Licensing for certain installations.

- (a) Subject to the prior written approval of the Landlord, the Tenant shall be permitted to issue permission or licence for installation of automatic vending machines, automatic teller machines, pay phones, charging machines and other installations within the Premises.
- (b) The Tenant shall incorporate the following clauses in all such permits and licences:
 - (i) a clause which states that notwithstanding any rule of law or equity to the contrary (if any), it is an essential condition of the permit or licence (as the case may be) that the permit or licence (as the case may be) shall be absolutely determined on or before the date of termination of this Agreement if this Agreement shall for whatever reasons be terminated and the permittee or licensee (as the case may be) shall expressly waive any claim against the Landlord for damages or compensation whatsoever in respect of the determination of the permit or licence (as the case may be); and
 - (ii) a clause which specifies that the clauses referred to in Clause 19.5(b)(i) shall survive the determination of the permits and licences.

19.6 Licensing for signs. Subject to the prior written approval of the Landlord and the imposition of similar considerations and conditions as set out in Clause 18 by the Landlord, the Tenant shall be permitted to issue permission or licence for exhibiting advertising signs within the interior of the Premises.

If the Tenant issues permission or licence for exhibiting advertising signs to any person (whether the licensee is a Related Party or otherwise), Clause 4.3(h) shall apply and the licensee shall pay full market licence fee in accordance with Clause 4.3(h).

19.7 Provision of documents and reports. Without prejudice to the generality of the foregoing, the Tenant shall:

- (a) furnish the Landlord for the Landlord's record within twenty-one (21) days of execution of the sub-tenancy agreements and licence agreements copies thereof duly stamped certified to be true copies by either a director of the Tenant or a practising solicitor in Hong Kong, with his name, capacity and signature and the date of certification stated in the certification docket; and
- (b) provide to the Landlord such reports or information as the Landlord may deem necessary from time to time.

19.8 No letting and assignment. Save as permitted under this Agreement, the Tenant shall not assign underlet or otherwise part with the possession of the Premises or any part thereof in any way whether by way of subletting, lending, charging, mortgaging, sharing or other means whereby any person or persons not a party to this Agreement (including without limitation the Related Parties) obtains the use or possession of the Premises or any part thereof irrespective of whether any rental or other consideration is given for such use or possession unless with the Landlord's prior written approval and in the event of any such transfer, sub-letting, sharing, assignment or parting with the possession of the Premises (whether for monetary consideration or not), the Landlord may at its sole discretion terminate this Agreement absolutely by notice in writing to the Tenant (but without prejudice to any remedies which the Landlord may have against the Tenant for breach of this Agreement) and upon termination of this Agreement as aforesaid, the Tenant shall forthwith vacate the Premises on notice to that effect from the Landlord. Without in any way

limiting the generality of the foregoing the following acts and events shall unless approved in writing by the Landlord be deemed to be breaches of this Clause 19.8:

- (a) In case of a Tenant which is a partnership the taking in of one or more partners whether on the death or retirement of an existing partner or otherwise;
- (b) In case of a Tenant which is a body corporate, any takeover, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise has or has effective control of the body corporate;
- (c) The giving by the Tenant of a power of attorney or similar authority whereby the donee of the power obtains the right to use possess occupy or enjoy the Premises or any part thereof or does in fact use possess occupy or enjoy the same;
- (d) The change of the Tenant's business name without the prior written approval of the Landlord which approval the Landlord may give or withhold at its sole discretion;
- (e) The holding on trust by the Tenant of the right to use the Premises;
- (f) The assignment or sharing any revenue from the Tenant's business in respect of the Premises;
- (g) Any arrangement whereby de facto management or control of the Tenant's business in or in respect of the Premises is vested in or enjoyed by any person other than the Tenant;
- (h) Any issuance of permission and/or licence, or any sub-letting which is in breach of or does not comply in full with Clauses 19.1, 19.2, 19.3, 19.4, 19.5 or 19.6;

- (i) The breach of Clause 12.3;
- (j) The breach of Clause 55.2(c).

20. PROVISION OF ACCOMMODATION TO HKTb AND LICENSING OF HKTb INFORMATION COUNTER STAND INSTALLATION

20.1 HKTb Accommodation. The Tenant shall at its own cost and expense provide an accommodation to HKTb at Shop G-01 as shown and marked on the plan annexed hereto as Annex I with a floor area of not less than eight (8) square metres (the “**HKTb Accommodation**”) in such condition set out at Annex XII (subject to revision in accordance with Clause 33.1) for the use and enjoyment of the HKTb Accommodation for any purposes that the Landlord or HKTb may deem appropriate including the promotion of Hong Kong tourism and Government’s events and activities.

20.2 Sub-letting of HKTb Accommodation. The Tenant shall before the commencement of the Term, underlet the HKTb Accommodation to HKTb for tourism use at a nominal rent of HK\$1.00 per year (if demanded) for a term commencing from the Commencement Date and expiring on the date that falls one (1) day before the expiry date of this Agreement and on such other terms and conditions as the Landlord may in its sole discretion determine which, without prejudice to the Landlord’s discretion, may include:

- (a) HKTb’s right to further sublet the HKTb Accommodation or any part or parts thereof subject to the Landlord’s written approval;
- (b) HKTb’s right to change the use of the HKTb Accommodation subject to the Landlord’s prior written approval;
- (c) HKTb’s right to determine the under-lease by serving three (3) calendar months’ notice in writing on the Tenant; and
- (d) HKTb’s contribution to the Air Conditioning

Charges and utility charges (if no separate meters are installed for HKTB Accommodation) in such amounts or on such basis as the Landlord may determine or approve.

- 20.3 Landlord's right to revise the use and location of HKTB Accommodation. The Landlord reserves the right at its sole discretion to revise the use and location of the HKTB Accommodation and the Tenant shall have no claim, demand or action against the Landlord for any loss, damage or compensation of whatsoever nature nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable.
- 20.4 Handover condition of HKTB Accommodation. The Tenant shall at its own cost and expense be responsible for all works that are necessary to render the HKTB Accommodation in good clean and tenantable condition that is consistent with the handover condition as set out in Annex XII (subject to revision in accordance with Clause 33.1).
- 20.5 Utilities. The Tenant shall provide utilities and air-conditioning services to HKTB Accommodation. No contribution to the Air Conditioning Charges and utility charges is required from HKTB in respect of the HKTB Accommodation.
- 20.6 Documentation. The Tenant shall by itself and shall procure HKTB to complete and execute a sub-tenancy agreement in such form as prescribed by the Landlord to effect the underletting. The Tenant shall bear its own legal costs, all costs and expenses in preparing and completing the sub-tenancy agreement and stamp duty payable on the same.
- 20.7 No extra area. For the avoidance of doubt, the floor area of the HKTB Accommodation is included in the total Floor Area of the Ancillary Commercial Area, and the Tenant shall in no circumstances be entitled to any extra floor area to be let or licensed as a result of the provision of the HKTB Accommodation.

20.8 Provisions of sub-letting not applicable. Clause 19.2 shall not apply to the under-letting of the HKTB Accommodation.

20.9 Licensing of HKTB Information Counter Stand Installation. The Tenant shall before the commencement of the Term, issue a licence to HKTB to permit the installation of an information counter stand with a floor area of not less than 8.5 square metres (the “**HKTB Information Counter Stand**”) within the Exit Hall of the Premises for tourism use at a nominal rent of HK\$1.00 per year (if demanded) for a term commencing from the Commencement Date and expiring on the date that falls one (1) day before the expiry date of this Agreement and on such other terms and conditions as the Landlord may in its sole discretion determine which, without prejudice to the Landlord’s discretion, may include:

- (a) HKTB’s right to further sub-license the HKTB Information Counter Stand or any part or parts thereof once subject to the Landlord’s written approval;
- (b) HKTB’s right to change the use of the HKTB Information Counter Stand subject to the Landlord’s prior written approval;
- (c) HKTB’s right to determine the licence by serving three (3) calendar months’ notice in writing on the Tenant; and
- (d) No contribution to the Air Conditioning Charges and utility charges is required from HKTB in respect of the HKTB Information Counter Stand.

21. LICENSING OF AIRPORT CHECK-IN & BAGGAGE DELIVERY SERVICE COUNTER

21.1 Licensing of Baggage Service Counter. The Tenant shall at its own cost and expense provide an accommodation as shown and marked on the plan annexed hereto as Annex I (the “**Baggage Service Counter**”) in such condition set out at Annex XII

(subject to revision in accordance with Clause 33.1) for providing airport check-in and baggage delivery service.

- 21.2 Landlord's right to revise the use and location of Baggage Service Counter. The Landlord reserves the right at its sole discretion to revise the use and location of the Baggage Service Counter and the Tenant shall have no claim, demand or action against the Landlord for any loss, damage or compensation of whatsoever nature nor shall the Rent, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable.
- 21.3 Handover condition of Baggage Service Counter. The Tenant shall at its own cost and expense be responsible for all works that are necessary to render the Baggage Service Counter in good clean and tenantable condition that is consistent with the handover condition as set out in Annex XII (subject to revision in accordance with Clause 33.1).
- 21.4 Utilities. The Tenant shall provide utilities to the Baggage Service Counter.
- 21.5 Documentation. The Tenant shall by itself and shall procure service provider(s) to complete and execute a sub-tenancy agreement to effect the underletting, for a term commencing from the Commencement Date and expiring on the date that falls one (1) day before the expiry date of this Agreement and on such other terms and conditions as the Landlord may in its sole discretion determine. The Tenant shall bear its own legal costs and all costs and expenses in preparing and completing the sub-tenancy agreement and stamp duty payable on the same.
- 21.6 Exclusion of area. For the avoidance of doubt, the Floor Area of the Baggage Service Counter shall not be included in the calculation of Floor Area of the Ancillary Commercial Area.

22. FITTING-OUT AND ALTERATION, ADDITIONS AND IMPROVEMENT WORKS

22.1 Fitting-out of the Premises. The Tenant shall fit out the interior of the Premises in accordance with the following requirements:

- (a) The Tenant shall not carry out any work to the Premises including alteration, addition or improvement (“AA&I”), decoration, installation and fitting out without the prior written approval of the Landlord. The Tenant shall not commence any AA&I until all necessary and requisite approvals, licences, permits, permissions and consents have been obtained from the relevant authorities at the Tenant’s cost and expense.
- (b) Prior to the commencement of any work to the Premises, the Tenant shall furnish to the Landlord full details of all plans, drawings and specifications together with technical proposal in accordance with the Technical Schedule annexed hereto as Annex XIII for the Landlord’s prior written approval. The approval to be granted shall be subject to such condition as the Landlord may in its absolute discretion think fit.
- (c) The Tenant’s works in the Premises shall be carried out in accordance with the approved plans, drawings, technical proposal and specifications stipulated in Annex XIII. Any deviation therefrom shall be rectified forthwith by the Tenant.
- (d) In carrying out such work hereunder, the Tenant shall and shall cause its employees, agents, sub-tenants, licensees, contractors and workmen to cooperate fully with the Landlord and to obey and comply with all instructions and directions which may be given by the Landlord in connection with carrying out of such work and any rules, regulations or procedures as the Landlord may make or implement from time to time for the fitting

out, decoration and alteration of the Premises.

- (e) The Tenant shall not make any variation to the approved plans, drawings, technical proposal and specifications stipulated in the Annex XIII without the prior written approval of the Landlord.
- (f) Delays howsoever occasioned in the submission/resubmission of plans, drawings, specifications and technical proposal and in the approval of the same shall not give rise to any claim for compensation such as Rent abatement or affect the commencement of the Term.
- (g) For the dismantling of any part of the E & M Facilities installed by the Landlord, the Tenant shall keep such part in good condition and shall consult the Landlord on whether such part is to be disposed of by the Landlord or by the Tenant and if so instructed by the Landlord, the Tenant shall at its own cost and expense dispose such part.
- (h) If so instructed by the Landlord, the Tenant shall at its own risk, cost and expense store such part so removed and shall upon the expiration or early termination of this Agreement, at its cost and expense reinstate such part at the relevant part of the Premises to the satisfaction of the Landlord.
- (i) The Tenant shall be responsible for the maintenance of all fitting out and/or AA&I works (including installation of new part of E & M Facilities) carried out by the Tenant, its sub-tenants or licensees and if so required by the Landlord, to reinstate the Premises to their original condition at its own cost and expense at the expiration or early termination of this Agreement.
- (j) Any approvals given under this Clause 22.1 shall not impose on the Landlord any liability in respect of any non-compliance of any

legislation or law, inadequacy or deficiency in the plans, drawings, specifications, technical proposal and specifications or works.

- (k) If so required by the Landlord from time to time, the Tenant and its sub-tenants shall facilitate the Landlord and its authorised agents, contractors and any other person authorised by the Landlord, to carry out necessary inspection, maintenance and repair of the Cruise Terminal save and except the Premises. If so instructed by the Landlord, the Tenant and its sub-tenants shall provide necessary assistance and carry out any works, including, but not limited to, the opening up, removal and restatement of any fitting out and/or AA & I works at the cost and expense of the Tenant and/or its sub-tenants. The Landlord shall not be liable or responsible to the Tenant and its sub-tenants for any loss, injury, damage, inconvenience, cost or expense which may be sustained by the Tenant and its sub-tenants arising out of or incidental to the Landlord's exercise of the rights under this Clause 22.1(k).

22.2 Fitting-out rules.

- (a) The Tenant shall make fitting out rules and regulations which are in its good professional judgment necessary and adequate to maintain the image, nature and character of the Cruise Terminal as a world class cruise terminal and ancillary commercial complex. Such rules and regulations shall be reviewed and updated from time to time by the Tenant upon instructions from the Landlord.
- (b) The Tenant shall and shall procure its sub-tenants and licensees to observe and obey the fitting out rules and regulations. The Tenant shall also monitor the compliance of its sub-tenants and licensees with such rules and regulations and take all steps necessary to enforce any covenant of any sub-tenant or licensee in the relevant sub-tenancy or

licences in the event of breach.

22.3 Additional fire prevention and fire fighting equipment.

The Tenant shall at its own cost and expense install and maintain in and upon the Premises such additional fire prevention and fire fighting equipment as may be required by and to the satisfaction of Fire Services Department.

23. MAINTENANCE AND REPAIR

23.1 Tenant's obligations in respect of Landlord's Provisions and Items provided by the Tenant for the operation of Cruise Terminal.

(a) Save and except items that are to be maintained by the Landlord set out in the Landlord's Maintenance Schedule in Annex XIV, the Tenant shall keep all the parts of the Premises and the Landlord's Provisions, E&M Facilities, fixtures, fittings, installations and articles therein including (but without prejudice to the generality of the foregoing) all doors, windows, flooring and interior plaster or other finishing materials or rendering to walls floors, ceilings, traffic signs, traffic aids as well as sanitary apparatus, pipes, plumbing and drainage facilities that serve the Premises exclusively or used exclusively by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees (whether located in the Premises or elsewhere) in good clean tenantable substantial and proper repair and condition and properly preserved painted and replaced as may be appropriate when from time to time required and to so maintain the same at the cost and expense of the Tenant and deliver up the same to the Landlord at the expiration or early termination of this Agreement in the like condition.

(b) Without prejudice to the generality of the

foregoing, the parties acknowledge that the Tenant shall at its own cost and expense repair and maintain the installations, fixtures and fittings installed by the Tenant (whether in the Premises or elsewhere). Without limiting the generality of the foregoing, the Tenant shall keep in repair those items of work set out in the Tenant's Maintenance Schedule in Annex XV. For the avoidance of doubt, the list of items of work set out in the Tenant's Maintenance Schedule in Annex XV is not an exhaustive list.

- (c) The quality of repair and maintenance works carried out by the Tenant under this Clause 23.1 shall meet such standards acceptable to the Landlord at its sole discretion. A complete record of the repair and maintenance works shall be kept by the Tenant for inspection by the Landlord. The Tenant shall forthwith produce such record upon request of the Landlord.
- (d) Notwithstanding Clause 31, the Tenant shall at its own cost and expense repair or replace or make good any damage to the item of works (including those set out in Annex XIV) which has been caused by or arising from the negligence, omission, act or default of the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors and invitees.
- (e) If damage to the Landlord's Provisions or any part of the Cruise Terminal is caused by the acts or failure to act, default, negligence or omission of the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees, the Tenant shall be responsible for all costs, losses and damages, direct or indirect, associated with repairing the damage.

23.2 Monitoring of the use of the Premises and repair.

- (a) The Tenant shall attend all vessel dockings

and undocking and, upon vessel departures, conduct reasonable berth inspections. Whenever practicable, the Tenant shall also prepare written reports of any evidence of damage to Apron Area, pilings and fender systems and give immediate notification of such damage to the Landlord.

- (b) The Tenant shall give notice to the Landlord of any damage that may be caused to the Premises and of any accidents to or defects in the furnishings, water pipes, gas pipes, plumbing, telephone lines, wiring, piping, fittings, fixtures and the Landlord's Provisions within three (3) days from the Tenant becoming aware of any such damage, accident or defects and forthwith execute all necessary works and repairs. If the Landlord shall give a written notice requiring the Tenant to execute works and repairs within a period, the Tenant shall comply with the said notice within the time frame specified therein.
- (c) The Landlord may inspect the Premises and give a written notice requiring the Tenant to repair and make good all defects and wants of repair to the Premises for which the Tenant may be liable. Upon receipt of the said notice, the Tenant shall comply with the said notice within the time frame specified therein.
- (d) If the Tenant shall fail to execute such works or repairs in compliance with the written notice mentioned in Clause 23.2(b) or Clause 23.2(c), the Tenant shall permit the Landlord or its employees or agents to enter upon the Premises to execute the same and the cost thereof shall be a debt from the Tenant to the Landlord and be recoverable forthwith by action or deduction of same amount to be made from the Deposit in which event the Tenant shall deposit with the Landlord the amount so deducted pursuant to Clause 51.5.
- (e) The Tenant shall also at its own cost and expense take all necessary measures and steps

to warn others of any unsafe or hazardous condition, such as erecting barricades and warning signs at the relevant part(s) of the Premises.

- (f) In the event of severe inclement weather including, but not limited, to typhoons, the Tenant shall at its own cost and expense carry out the precautionary measures for the safe use of the Premises as set out in Annex XVI. The precautionary measures set out in Annex XVI are by no means exhaustive and will be reviewed and updated from time to time in accordance with the Contingency Plans for inclement weather required under Clause 12.6 through discussion and agreement between the Landlord and the Tenant. If the Tenant fails to comply with this clause, the Tenant shall be liable for all damage caused to the Premises and the Tenant shall at its own cost and expense repair and make good, in a proper and workmanlike manner, any damage caused to the Premises.

24. INSURANCE

24.1 Property damage insurance. Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall at its own cost and expense, effect and maintain at all times throughout the Term for the benefit and in the joint names of the Tenant and the Landlord the insurance covering all loss or damage, arising from whatever cause, to all contents in the Premises including without limitation all properties and assets listed out in Annex XVII, all equipment, tools, instruments, facilities and material provided from time to time by the Landlord at the Premises for:

- (a) their full reinstatement and replacement value, which shall be determined by independent professional insurance valuation(s) to be commissioned by the Tenant prior to the Commencement Date and thereafter from time to time during the Term as the Tenant may deem fit or upon request in writing by the

Landlord provided that such request shall not be made by the Landlord more than once during the Term. (The valuation(s) shall be on a replacement cost basis (without deduction for depreciation) and shall be retained by the Tenant in a detailed asset register to be provided to the Landlord upon request. In the event that the Tenant is reasonably unable to procure traditional insurance to cover the full reinstatement and replacement value, the Tenant shall implement alternative risk transfer arrangements, including, but not limited to, parametric insurance or other market-accepted solutions, to ensure full economic replacement capacity); and

- (b) all costs of debris removal and demolition of any damaged works and site clearance, obtaining any consent required by and complying with applicable law for works to be carried out for reinstatement and obtaining all consultancy or professional services involved.

The risks insured shall include but not be limited to fire, flood, storm, landslide, typhoon, explosive, traffic accidents, watermain burst, strike, riot, civil commotion, malicious damage and such other risks as the Tenant may deem fit and such other risks as may from time to time be required in writing by the Landlord.

- 24.2 Third party/legal liability insurance. Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall at its own cost and expense, effect and maintain at all times throughout the Term, for the benefit and in the joint names of the Tenant and the Landlord, the third party/legal liability insurance with a cross liability clause indemnifying the Tenant and the Landlord (as if a separate insurance policy had been insured to each of them) the sum of not less than HK\$780,000,000.00 (or equivalent) for any one (1) occurrence and unlimited number of occurrences for any one (1) period of insurance or such greater sum as specified in writing by the Landlord from time to time with one (1) month's notice against legal liabilities for accidental death of or bodily injury

to persons or accidental loss of or damage to property arising out of or in consequence of the occupation, care, custody, control or management of the Tenant including any sub-tenant, licensee, contractor or agent in the Premises or any of their activities in relation to such occupation, care, custody, control or management. If in the Tenant's opinion, the amounts or the sum insured are insufficient to cover the Tenant's risks, duties, obligations and liabilities in connection with the tenancy hereunder, at common law or otherwise, the Tenant may effect such further insurance as it considers necessary.

24.3 Business interruption insurance. Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall at its own cost and expense, effect and maintain at all times throughout the Term, for the benefit and in the joint names of the Tenant and the Landlord, the business interruption insurance for a reasonable amount, which shall be determined by the outcome of professional business interruption modelling and scenario study(ies) to be commissioned by the Tenant prior to the Commencement Date and thereafter from time to time during the Term as the Tenant may deem fit, covering the loss of income and profits to the Tenant and the Landlord resulting from interruption or cessation of the Tenant's business (or the business of any sub-tenants or licensees) caused by any damage or destruction or loss to the Premises (or any of its content) or any terrorist act or spread of contagious disease or epidemic (provided that insurance coverage on such spread is reasonably obtainable) or any other event not within the control of the Tenant. The Tenant shall provide to the Landlord upon request the outcome of such study(ies) to justify the amount so determined and insured. At any time during the Term, if in the opinion of the Tenant, the amount insured is insufficient to cover the Tenant's potential loss of income and profits, the Tenant may effect such further insurance as it considers necessary.

24.4 Professional indemnity insurance. Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall at its own cost and expense, effect and maintain at all times throughout the Term, for the benefit and in the joint names of the Tenant and the

Landlord, a professional indemnity insurance in an amount of not less than HK\$50,000,000.00 (or equivalent) to cover the Tenant's liability as a facility manager.

24.5 Other insurance. Without prejudice to the Tenant's obligations under this Agreement, the Tenant shall take out and maintain such other policies of insurance as required under the Law of Hong Kong for the time being in force.

24.6 Provision and examination of policies and premium receipts.

- (a) The Tenant shall without demand provide to the Landlord copies of the insurance policies effected or maintained by the Tenant in accordance with good insurance practice fourteen (14) days before the commencement of the Term.
- (b) The Tenant shall, no less than fourteen (14) days prior to the expiry of an insurance policy, furnish to the Landlord the renewed insurance policy, cover note, a copy of premium receipt, certificate of currency, renewal certificate, endorsement slip and other relevant document for the Landlord's record.
- (c) Each insurance policy shall be issued by a reputable insurance company with Standard & Poor credit rating of no less than A- and licensed under the Insurance Companies Ordinance (Cap. 41) or any other insurance companies subject to the approval of the Landlord.
- (d) The Tenant shall pay all premiums and all other fees and charges for effecting, renewing or maintaining the insurance policies, as and when they fall due. Under no circumstance, whatsoever, shall the Landlord be responsible for the premium payable under the insurance policies or premium payable for the renewal thereof.

- (e) Without prejudice to any other provisions of this Agreement, except to the extent prohibited by law, the Tenant must ensure that each insurance policy contains provisions acceptable to the Landlord that:
 - (i) require the insurer to give not less than thirty (30) days' prior written notice to the Tenant and the Landlord before effecting any cancellation, avoidance or variation of, or exercising other rights concerning, the insurance policy;
 - (ii) a notice of claim to the insurer by the Landlord will be accepted by the insurer as a notice of claim validly given under the policy;
 - (iii) require the insurer, whenever the Tenant fails to renew an insurance policy or to pay a premium, to give notice in writing thereof forthwith to the Landlord and the Tenant prior to the insurer giving any notice of cancellation or non-renewal.
- (f) The Tenant shall, as soon as practicable, inform the Landlord in writing of any occurrence or incident that may give rise to claim under an insurance policy and shall provide the Landlord with all relevant information, and keep the Landlord informed of subsequent development or progress concerning that occurrence or claim.
- (g) Upon settlement of a claim under an insurance policy, where the insurance proceeds are paid to the Tenant, the Tenant must pay such proceeds to the Landlord to compensate any and all losses that the Landlord has suffered or for which the Tenant is liable to indemnify the Landlord under this Agreement or otherwise.
- (h) Wherever pursuant to this Agreement insurance is effected in more than one (1)

name, the policy of such insurance must, insofar as the policy may cover more than one (1) insured:

- (i) provide that all insuring agreements and endorsements operate in the same manner as if there were a separate policy of insurance covering each party comprising the insured;
- (ii) provide that insurer waives irrevocably and unconditionally all rights, remedies or relief to which it might become entitled by subrogation against any of the parties comprising the insured and that failure by any insured to observe and fulfil the terms of the insurance policy does not prejudice the insurance in regard to any other insured party;
- (iii) contain a non-imputation clause providing that any non-disclosure or misrepresentation (whether fraudulent or otherwise), any breach of term or condition of the policy or any fraud or other act, omission or default by one insured does not affect another provided that the said acts or omissions were not made with the connivance of that other insured.

24.7 Observance and performance. The Tenant shall observe, perform and conform to the terms and conditions of every insurance policy, and satisfy all reasonable requirements of each insurer in connection with the settlement of claims, the recovery of losses and the prevention of accidents; and shall not do or permit or suffer to be done any act or omission whereby any of the insurance policies shall be rendered void or voidable, or premiums be increased, or which otherwise amount to a breach of any of the insurance policies. The Tenant shall bear the economic consequences of, and indemnify the Landlord in full from and against any loss and liability which may arise from, any failure of the Tenant to do

so. The Tenant shall bear the cost of all excesses (deductibles) under each insurance policy and all losses and damages falling within any applicable, exclusion and limitation under each insurance policy and shall compensate the Landlord for any and all such costs, losses and damages which the Landlord is unable to recover under the insurance policy. The Tenant shall remain fully liable under other provisions of this Agreement to the extent any claims under any of the insurance policies are subject to any of the exclusions or limitations contained in such insurance policies. The Landlord shall be entitled to draw under the bankers' guarantee any amounts owed by the Tenant to the Landlord under this clause.

24.8 Tenant's breach. If the Tenant fails to:

- (a) effect and keep in force any insurance policy which is required to be effected under this Agreement; or
- (b) pay any premium or cost of excesses, deductibles, exclusions or limitation,

then and in any such case the Landlord may effect and keep in force any such insurance policy and pay such premium or costs as may be necessary for that purpose and the premium plus an administrative charge incurred by the Landlord shall be repayable by the Tenant forthwith upon demand in writing by the Landlord. Without prejudice to the rights of or remedies available to the Landlord, the Landlord shall be entitled to draw under the banker's guarantee the premiums or cost so paid by the Landlord plus an administrative charge incurred by the Landlord.

24.9 Other obligations. The Tenant shall:

- (a) ensure that it shall not assign, encumber or pledge any interest in the insurance policies without the prior written approval of the Landlord;
- (b) ensure that no exclusions, endorsements or variation to the policies shall be made without the prior written approval of the Landlord;

- (c) immediately inform the Landlord in writing of any conviction, judgement or finding of any court or tribunal relating to the Tenant (or any of its director, officer or shareholder) of a nature which may likely affect the decision of an insurer or underwriter to grant or to continue any insurance hereunder.

24.10 Application of insurance monies.

- (a) Without prejudice to Clause 24.6(g), the Tenant shall cause all sums received by virtue of an insurance policy to be paid to the Landlord, who shall forthwith apply the same towards the discharge of any liability, settlement of any action or claims and/or reinstatement of any damaged property. The Tenant shall make up any deficiency in the amount required for discharging such liability, settling such action or claim and/or reinstatement, if any, to the extent it is liable or otherwise responsible for doing so under other provisions of this Agreement.
- (b) The Tenant shall give full, true and particular information to the relevant insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any policy of insurance or the payment of any or all moneys thereunder.
- (c) Before the modification or cancellation by the Tenant of any insurance required to be effected under this Agreement, the Tenant must first obtain the prior written approval of the Landlord after having provided the Landlord with the reasons for the proposed modification or cancellation (as the case may be) and details of the replacement insurance which is proposed to be substituted for the policy proposed to be modified or policy proposed to be cancelled (as the case may be).
- (d) Without prejudice to the other provisions of this Agreement, the Tenant shall do everything

reasonably required by the Landlord or any other person in whose name an insurance policy is effected and maintained to enable the Landlord or the other person (as the case may be) to claim, and to collect or recover money due, under or in respect of any insurance policy.

- 24.11 Procure others to effect insurance. The Tenant shall procure its sub-tenants, licensees, contractors, agents, promoters, concessionaires and event organisers, as well as cruise lines with vessels berthing at the Cruise Terminal, to effect and maintain insurances as are appropriate and customary for the business of the sub-tenants, licensees, contractors, agents, promoters, concessionaires and event organisers, as well as cruise lines with vessels berthing at the Cruise Terminal (as the case may be). The Tenant shall require its sub-tenants, licensees, contractors, agents, promoters, concessionaires and event organisers, as well as cruise lines with vessels berthing at the Cruise Terminal, to name the Tenant and the Landlord as additional insureds of the insurances unless it is not reasonably acceptable. The Tenant shall ensure that evidence of such insurances (including, but not limited to, certificates of insurance, operative wordings and endorsements, and certified copies of policies) in relation to any works or event are provided to the Landlord not later than seven (7) days prior to the commencement of such works or event. The Tenant shall ensure that the exposures arising from its sub-tenants, licensees, contractors, agents, promoters, concessionaires and event organisers, as well as cruise lines with vessels berthing at the Cruise Terminal, are well addressed under their respective insurance policies (which may include but not limited to property damage insurance, third party liability insurance, event liability insurance, and protection and indemnity insurance).

25. CHARGING FACILITIES FOR ELECTRIC VEHICLES

- 25.1 Operation, management and maintenance. The Tenant acknowledges the existence of Charging Facilities for electric vehicles in the Parking Area and

accepts that the Tenant shall at its own cost and expense operate, manage and maintain the Charging Facilities to ensure that the Charging Facilities are readily available for the use of electric vehicles and are user-friendly.

- 25.2 Work. The Landlord may give direction and instructions regarding work to be carried out by the Tenant to fulfill the Tenant's obligations under this Clause 25. The Tenant shall at its own cost and expense comply with such direction and instructions.
- 25.3 Repair and maintenance. The Tenant shall at its own cost and expense keep the Charging Facilities in good clean tenantable substantial and proper repair and condition and replace as may be appropriate from time to time required and maintain the same at the cost and expense of the Tenant and deliver up the same to the Landlord at the expiration or early termination of this Agreement in such condition that is consistent with this clause. The Tenant shall report the condition of the Charging Facilities, and any repair and maintenance that would be required, in the annual operation and maintenance report required under Clause 11.8.
- 25.4 Electricity supply. The Tenant acknowledges and accepts that the power cables in respect of the Charging Facilities shall be connected to the Tenant's electricity supply meter.
- 25.5 Improvement of the Charging Facilities. If so required by the Landlord by written notification, the Tenant shall at its own cost and expense, enhance, upgrade or add to the Charging Facilities to keep the facilities abreast of time and in alignment with Government policy. The Charging Facilities so enhanced, upgraded or added shall become part of the Charging Facilities and part of the Landlord's Provisions, and the Tenant shall deliver up the same to the Landlord at the expiration or early termination of this Agreement as part of the Landlord's Provisions. The Tenant's obligations under this Clause 25 shall remain unchanged and extend to the Charging Facilities after the enhancement, upgrade or addition.

- 25.6 Daily operation of the Charging Facilities. The Tenant shall answer general enquiries from car park users on the operation of the Charging Facilities and provide assistance to such users where necessary and shall as soon as practicable give notice in writing to the Landlord, its officers and any other persons authorised by the Landlord of any damage, default or malfunction of the Charging Facilities and its associated facilities.
- 25.7 Indemnity. The Tenant shall be strictly liable for any damage, loss, disruption, inconvenience or injury to any person or property caused directly or indirectly by the operation, management, repair, maintenance, modification or use of the Charging Facilities.

26. VIEWING BY PROSPECTIVE TENANTS

- 26.1 Viewing of Premises. The Tenant shall allow any prospective tenants, as notified by the Landlord, at all reasonable times subject to an advance written notice of two (2) days being given, to enter upon the Premises to view the condition of the Premises.

27. YIELDING UP PREMISES

- 27.1 Yielding up condition. The Tenant shall yield up the Premises with all fixtures, fittings, additions, installations, alterations, modifications and the Landlord's Provisions therein and thereto at the expiration or sooner determination of the Term created by this Agreement in good clean tenantable substantial and proper repair and condition in accordance with the stipulations herein contained to the Landlord's satisfaction together with all keys giving access to all parts of the Premises having removed all the trade furniture, fixtures and movable properties of the Tenant, its sub-tenants and licensees (including all vessels) and making good any damage to the Premises caused as a result thereof.
- 27.2 Reinstatement. Where the Tenant has made any alterations, additions, fixtures and fittings to the Premises, the Landlord may at its sole discretion

require the Tenant at the Tenant's own cost and expense to reinstate or remove or do away with all or any part or portion thereof and to make good and repair in a proper and workmanlike manner any damage to the Premises and the Landlord's Provisions therein as a result thereof before delivering up the Premises to the Landlord. The Landlord shall serve a written notice to specify the yield up condition of the Premises on the Tenant at least ten (10) calendar months before the expiration of the Term.

The Landlord's notice shall be final, binding and conclusive on the Tenant and the Tenant shall comply with the Landlord's notice and yield up the Premises in the same condition as provided therein at its own cost and expense at the expiration of this Agreement.

27.3 Independent inspection. Prior to not less than eight (8) calendar months before the expiration of this Agreement, the Tenant shall at its own cost and expense engage a qualified independent professional to carry out investigation, inspection and assessment to the satisfaction of the Landlord in respect of the state and condition of the Premises and fixtures, fittings, installations, and those Landlord's Provisions maintained by the Tenant.

27.4 Report. Prior to not less than six (6) calendar months before the expiration of this Agreement, the Tenant shall submit to the Landlord a report prepared and certified by a qualified independent professional reporting on the state and condition of the Premises and the fixtures, fittings, installations and Landlord's Provisions maintained by the Tenant. Such report shall be in a form approved by the Landlord.

27.5 Further remedial works. After receipt of the report in Clause 27.4, the Landlord shall give a written notice requiring the Tenant to carry out all works, if any, as may be necessary to make good, remedy and rectify any defects and want of repair or any breach, non-performance or non-compliance of the Tenant in respect of Clauses 27.1 and 27.2. The Tenant shall at its own cost and expense and within such time limit as may be specified by the Landlord in the said notice carry out the aforesaid works and complete the same to

the satisfaction of the Landlord.

- 27.6 Completion report. Upon completion of the Tenant's work, the Tenant shall submit to the Landlord a completion report prepared and certified by a qualified independent professional. The report shall be in a form approved by the Landlord and shall contain such information and particulars as the Landlord may require including a certificate that all remedying works have been duly completed provided that such information and particulars may, if required or approved by the Landlord, be included in the final annual operation and maintenance report to be submitted under Clause 11.8 instead of a separate report.
- 27.7 Early termination. In the event of early termination of this Agreement, the Tenant shall at its own cost and expense yield up the Premises and the fixtures, fittings, additions, installations, alterations, modifications and the Landlord's Provisions therein and thereto in accordance with the conditions and time limit specified in a written notice issued by the Landlord. The said written notice shall be final, binding and conclusive on the Tenant. The Tenant shall not be entitled to object to the said written notice and shall have no right of claim for compensation whatsoever against the Landlord in connection with any matters arising from this sub-clause.
- 27.8 Registered contractors required. All dismantling and reinstatement works (including without limitation works that involve any alteration to or modification of or in any way associated with the building services system) to be carried out by the Tenant must be carried out by registered contractors stated in paragraph 4 of Technical Schedule at Annex XIII.
- 27.9 Removal of debris, etc. The Tenant shall, at its own cost and expense, remove from the Premises and the Cruise Terminal all the trash, rubbish, debris and surplus building material produced from the Tenant's works. All costs and expenses associated thereof (including costs relating to generation and removal of waste which is payable to the Government and other competent authorities) shall be borne by the Tenant

solely.

- 27.10 Right to claim consequential loss. The Landlord shall also have the right to claim against the Tenant for all loss consequential to or resulting from or arising out of the delay or failure of the Tenant to deliver up possession of the Premises and the fixtures, fittings, additions, installations, alterations, modifications and the Landlord's Provisions therein and thereto in a condition acceptable to the Landlord on the expiration or early termination of this Agreement.

SECTION IV INDEMNITY

28. INDEMNITY

- 28.1 Indemnity. The Tenant shall be wholly responsible for and indemnify the Landlord its officers, agents, servants, contractors and workmen in full from and/or against:
- (a) all actions, costs, claims, demands, expenses, damages and losses of any nature whatsoever which the Landlord its officers, servants, contractors, agents or workmen may suffer or incur in connection with loss of life personal injury and/or damage to the Cruise Terminal arising from or out of any occurrences in upon or at the Premises or the use or occupation of the Premises or any part thereof caused by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees or arising from the operation of the Landlord's Provisions, systems, equipment, plant, machinery or Conduits by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees;
 - (b) any tax outgoings or imposition which becomes payable either during the Term or after its ending by reason of whether directly or indirectly or in whole or in part any act omission negligence or default of the Tenant

its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees and which but for such act or default or omission or negligence would not have been payable;

- (c) all actions, costs, claims, demands, expenses, damages and losses arising as a result of any breach or non-observance of the Tenant's covenants in or other stipulations of this Agreement or by reason of whether directly or indirectly or in whole or in part any act, omission, negligence or default of the Tenant its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees;
- (d) all actions, costs, claims, demands, expenses, damages and losses caused directly or indirectly by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees or arising as a result of the escape of any liquid, solid or gas originating from the Premises in particular but without limiting the generality of the foregoing caused directly or indirectly by the use or misuse waste or abuse of water gas or electricity or faulty fittings or fixtures of the Tenant;
- (e) all actions, costs, claims, demands, expenses, damages and losses arising as a result of any dangerous, unsafe, hazardous, defective or damaged condition or operation of any part of the Premises or any of the fixtures, fittings, plant, machinery, Conduits, or the Landlord's Provisions for the repair thereof which is the Tenant's responsibility under this Agreement;
- (f) all liabilities, claims, demands, actions, proceedings, damages, losses, costs and expenses arising directly or indirectly from or incidental to the execution of alterations, additions or repairs to the Premises;
- (g) all liabilities on the part of the Landlord under

the Occupiers Liability Ordinance (Cap. 314);
and

- (h) all liabilities and losses arising from, and any cost, charge or expense incurred in connection with:
 - (i) damage, loss, injury or death to property or person caused or contributed to by the Tenant or the Tenant's agents, contractors and employees; or
 - (ii) the Landlord doing anything which the Tenant is obliged to do under this Agreement but has not done so or which the Landlord considers the Tenant has not done properly (whose decision shall be final, binding and conclusive on the Tenant).

SECTION V

LANDLORD'S OBLIGATIONS

29. LANDLORD'S PROVISIONS

- 29.1 (a) The Landlord will deliver the Landlord's Provisions to the Tenant for the operation of the Cruise Terminal when the Premises are delivered to the Tenant.
- (b) The Landlord shall have full right to revise the list of the Landlord's Provisions as set out in Annex IV at its sole discretion. Such revision may involve addition to the Landlord's Provisions as set out in Annex IV and/or removal of any item in Annex IV.
- (c) The Landlord shall give a written notice to the Tenant informing the Tenant of any revision to the list of the Landlord's Provisions as set out in Annex IV as soon as practicable.

Without limiting the generality of the foregoing, in the event of the Landlord

making revision to the list of the Landlord's Provisions as set out in Annex IV, the Tenant shall accept deletion, reduction or addition of item(s) in the list of the Landlord's Provisions as set out in Annex IV without making any objection or complaints or claim in respect of any loss and damage which the Tenant may suffer in respect of the exercise of right by the Landlord mentioned herein.

30. LAYOUT PLAN

- 30.1 (a) The Tenant shall refer to the layout plans at Annex I for the layout and floor design of the Cruise Terminal (subject to revision in accordance with Clause 33.1). Notwithstanding the aforesaid, upon enquiry by the Tenant, the Landlord may provide other drawings as the Landlord may in its sole discretion deem fit to the Tenant for the safe, proper and efficient operation, management and maintenance of the Premises.
- (b) The Tenant hereby acknowledges that no warranty or representation whatsoever has been given or made by the Landlord that the plans and drawings shall be final or shall not be subject to change or modification. The Landlord shall be under no liability whatsoever to the Tenant for any loss howsoever arising out of or in connection therewith or as a consequence thereof or the provision of the plans and drawings to the Tenant.

31. LANDLORD'S MAINTENANCE SCHEDULE

- 31.1 (a) The Landlord shall keep in repair those items of work that are installed or provided by the Landlord as set out in Annex XIV. For the avoidance of doubt, the items of work set out in Annex XIV are exhaustive.
- (b) In the event of the Tenant becoming aware of

any defect or want of repair in any of the items of work specified in Annex XIV, the Tenant shall report in writing immediately to the responsible Government departments set forth in the third column of Annex XIV of such defect or want of repair provided that the Landlord's liability for the maintenance and repair of the items shall not arise unless and until a written report of defect or want of repair shall have been given by the Tenant to the responsible Government departments and such Government departments shall have failed to repair and maintain the same within a reasonable period of time after the service on the responsible Government departments of such report and provided further that the Landlord shall be entitled to be fully indemnified by the Tenant for the cost incurred for this purpose due to the act, default, negligence or omission of the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees. The decision of the Landlord shall be final, binding and conclusive on the Tenant.

- (c) The Tenant shall cooperate and assist the Landlord, its agents, contractors and other persons authorised by the Landlord in carrying out the Landlord's obligations under this Clause 31 including, but not limited to, providing accommodation as required by the Landlord.

32. MAINTENANCE OF DREDGING ZONE

- 32.1 (a) The Landlord shall at its own cost and expense:
 - (i) maintain the seabed of the dredging zone as shown and marked on the plan at Annex X for the berthing of cruise vessels throughout the Term; and

- (ii) carry out maintenance dredging within the dredging zone at locations where and when the seabed levels exceed 0.5 m above the levels as shown and marked on the plan at Annex X.
- (b) The Tenant shall cooperate and assist the Landlord, its agents, contractors and other persons authorised by the Landlord in carrying out maintenance dredging within the dredging zone as aforesaid.

SECTION VI LANDLORD'S RESERVED RIGHTS

33. AMENDMENTS TO DESIGN OF CRUISE TERMINAL

- 33.1 (a) The Landlord shall have full right to amend, vary, alter or modify the design of the Cruise Terminal including but not limited to configuration, composition, layout and area of the Cruise Terminal and any part therein, dredging zone and berthing restriction, and provisions at Parking Area and Transportation Area as shown on Annex I, Annex II, Annex III, Annex X, Annex XII, Annex XVIII and/or Annex XIX as it shall in its sole discretion deem fit prior to the commencement date of the tenancy and at any time during the Term. The Tenant shall have no right to object or bring action or claims against the Landlord in connection with any such amendment, variation, alteration or modification made and the restrictions thereafter imposed.
- (b) The Landlord shall give a written notice to the Tenant informing the Tenant of any amendment, variation, alteration or modification as contemplated in Clause 33.1(a) as soon as practicable.
- (c) Subject as otherwise stated, the Landlord shall at its own cost and expense carry out necessary modification or alteration works

within the Cruise Terminal and adjoining government land to cater for the amendment, variation, alteration or modification mentioned in Clause 33.1(b). The Tenant shall cooperate and assist the Landlord, its agents, contractors and other persons authorised by the Landlord in carrying out the modification or alteration work within the Cruise Terminal and adjoining government land as the Landlord may determine and shall have no claim against the Landlord for any loss, damage, inconvenience or compensation of whatsoever nature, costs or expenses arising from this clause nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or ceased to be payable.

- (d) The Tenant acknowledges and agrees that it shall not be entitled to terminate this Agreement and shall have no claim against the Landlord for any loss, damage, inconvenience or compensation of whatsoever nature, costs or expenses that it may suffer or incur as a result of or in connection with the amendment, variation, alteration or modification of Annex I, Annex II, Annex III, Annex X, Annex XII, Annex XVIII and/or Annex XIX and the restriction thereafter imposed, nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or ceased to be payable.

33.2 Landlord's right to adjust the Floor Area and number of parking spaces, loading spaces, picking up and dropping off spaces, and queuing spaces.

- (a) The Landlord shall have the right to adjust (i) the Floor Area of the Premises or any part thereof and (ii) the number of parking spaces, loading spaces, picking up and dropping off spaces, and queuing spaces at its sole discretion prior to the commencement date of the tenancy and at any time during the Term.

- (b) In the event that there is any change in (i) Floor Area of the Premises as stated in Annex III; and/or (ii) number of parking spaces, loading spaces and picking up and dropping off spaces, and queuing spaces as stated in Annex XVIII and Annex XIX, there shall be no reduction in the Rent (as the case may be), nor shall the Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or ceased to be payable.
- (c) The Tenant further acknowledges and agrees that it shall not be entitled to terminate this Agreement or claim against the Landlord for any loss, damage, inconvenience or compensation of whatsoever nature, costs or expenses that it may suffer or incur as a result of or in connection with any such changes.

34. SIGNAGES FOR PROMOTION OF HONG KONG TOURISM

- 34.1 Right of installation and removal of signages. The Tenant hereby agrees, accepts and acknowledges that the Landlord and HKTb have the right to install in or affix to any part of the Premises signs, signages, posters and installations for promotion of Hong Kong tourism and Government's events and activities without payment of any fee in any form whatsoever together with the right to enter and remain on the Premises for the purpose of repairing, maintaining, servicing, removing or replacing the same from time to time notwithstanding that the Tenant's enjoyment and use of the Premises or any part thereof will be interfered with (whether temporarily or permanently).
- 34.2 Right to lay wiring. The Tenant hereby agrees, accepts and acknowledges that the Landlord and HKTb have the right to lay wiring within the Premises for connecting and supplying electricity and network to the signage spaces.
- 34.3 Disturbance and interference. The Tenant hereby agrees, accepts and acknowledges that the exercise by

the Landlord or HKTB of any of the rights mentioned above (works undertaken by the Landlord or HKTB in relation thereof) may cause nuisance, annoyance, disturbance, interference or disruption to the use and enjoyment of the Premises and the business and operation therein, and/or may diminish, interfere with, obstruct or affect the amenity of the Premises and the Tenant shall not raise any objection or make any complaints and claim against the Landlord in respect of the exercise of right by the Landlord mentioned herein.

35. RIGHTS RESERVED

- 35.1 It is hereby agreed and expressly confirmed that the following rights in this Clause 35 are excepted and reserved to the Landlord (its successors and assigns and all persons having the like right) during the subsistence of this Agreement.
- 35.2 Landlord's rights of entry. The right for the Landlord, its officers, employees, agents, contractors or any other persons authorised by the Landlord to, with or without surveyors, contractors, workmen and others, and with or without vehicles, plant, machinery, equipment, material or chattel at all times and free of cost and payment of any nature, enter into and remain at the Premises or any part thereof for any of the following purposes:
- (a) viewing (and opening up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises;
 - (b) taking photographs and videos on the condition of the Cruise Terminal and any E & M Facilities in the Premises;
 - (c) taking inventories of the Landlord's Provisions and assets;
 - (d) taking the reading of the utility meters;
 - (e) carrying out any works, repairs or maintenance

which require to be done to the Premises, Government Accommodations and any E & M Facilities or any other part or parts of the Cruise Terminal including opening up floors and other parts of the Premises and removal and reinstatement of the fitting out of the Premises;

- (f) carrying out any necessary modification or alteration works in, on, under, or over the Premises and other parts of the Cruise Terminal to suit the Government Flying Service operation (such as a 24-hour access to the Government Flying Service Kai Tak Division) and for the development of commercial heliport and/or vertiport, and for connections to the adjoining sites and transport system;
- (g) the development of the Cruise Terminal, including the construction in, on, under, or over the Premises of any facilities for the benefit of the Cruise Terminal and other existing and future development in the vicinity;
- (h) inspecting, rebuilding, repairing, renewing, maintaining, cleansing, painting or decorating the Cruise Terminal or any part thereof and for such purposes to erect scaffolding to the external surfaces of the walls of the Cruise Terminal Building notwithstanding that such scaffolding may temporarily obstruct access to the Premises or limit or reduce access to any service elevators or the Cruise Terminal used by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors and invitees;
- (i) giving to the Tenant (or leaving upon the Premises) a written notice which specifies any repairs, renewals, replacements, rebuilding, cleaning and maintenance that the Tenant has failed to execute in breach of this Agreement and requesting the Tenant immediately to commence and thereafter diligently pursue the same including the making good of such opening-up (if any);

- (j) rectifying any breach of the Tenant's covenants in this Agreement and carrying out any work or repair required to be done by the Tenant;
- (k) making inspections and testing the Landlord's Provisions and assets and any other facilities to ascertain whether the Tenant is operating and managing the Premises in compliance with this Agreement;
- (l) investigating the causes of any incidents or any damages to the Premises and E & M Facilities installed in the Premises;
- (m) preserving the external façade of the Cruise Terminal Building from damage if any excavation or other building works shall be made or authorised in the vicinity of the Cruise Terminal;
- (n) altering, maintaining or repairing the Cruise Terminal or to the infrastructure of the same;
- (o) monitor operation and management of the Premises or the Cruise Terminal or any other associated activities;
- (p) security of the Cruise Terminal and drills conducted by the Government departments;
- (q) exercising or giving effect to any of the rights reserved under this Clause 35 or otherwise; and
- (r) promotion of cruise tourism or any other associated activities.

Provided that the Landlord shall use its reasonable endeavours to cause as little interference with the Tenant's normal operation of the Premises as is reasonably practicable and make good any damage caused to the Premises by the negligent acts of the officers, agents, workmen, contractors or other person or persons authorised by the Landlord or other Government departments in carrying out the repair and maintenance works.

35.3 Other reserved rights.

- (a) Utilities. The right of free and uninterrupted passage and running of water, soil, gas, drainage, electricity, network and all other utilities, services or supplies through such Conduits as are now or may hereafter be in, on or under the Premises and serving or capable of serving the Cruise Terminal or any adjoining or neighbouring property TOGETHER WITH the right to at all times to inspect, install, repair, maintain, replace, renew, alter, improve or remove any such existing and new Conduits (including any aerial transmitter or other telecommunications cable wiring or equipment on or above the false ceiling or otherwise over or under the Premises). The Tenant shall not remove, alter, interfere with or cause damage to any such Conduit and shall indemnify the Landlord against all losses arising from the breach of such obligation.
- (b) Suspension of facilities. The right from time to time on giving notice to the Tenant (such notice not to be required in case of emergency or breakdown) to suspend the chilled water supply, air-conditioning system, electric power, water supply and any other building services provided in or serving the Cruise Terminal and the Landlord's Provisions for the purpose of adjusting, servicing, maintaining, repairing, renewing, improving or replacing the same or any of them.
- (c) External walls and roofs. The exclusive and unrestricted right and privileges to use or grant the right to use (whether by way of tenancy licence or in any form or manner whatsoever) all the external walls and façade and/or roofs of the Cruise Terminal Building. In particular but without affecting the generality of the aforesaid, the Landlord shall have the exclusive right to let or license any part of the external walls and façade and/or roof to any third party on such terms and conditions as the Landlord shall deem fit. The Tenant hereby

acknowledges and agrees to waive any rights or claims whatsoever it may have against the Landlord or its successors in title or person deriving interest from the Landlord as aforesaid.

- (d) Alteration. The right to alter in any way whatsoever any part of the Cruise Terminal and to vary any building plans relating to the same from time to time and for such purpose to underpin, shore up and bond and tie into the structure of the Premises.
- (e) Works. The right to carry out all necessary works in relation to the Cruise Terminal including fitting out works notwithstanding any noise, disturbance or interference that the Tenant may suffer.
- (f) Support. The right to subjacent and lateral support from the Premises for the remainder of the Cruise Terminal.
- (g) Licence to telecommunication companies. The right to grant licence of space to any telecommunication companies for installation and erection of any telecommunication system and Conduits at the Cruise Terminal at the Landlord's sole discretion.
- (h) Partial surrender.
 - (i) In the interest of the Landlord's operation need and the public interest, the Landlord shall have the right to require the Tenant to surrender any part or parts of the Premises (except the Ancillary Commercial Area) whenever the Landlord shall in its sole discretion think fit and appropriate at any time and from time to time during the Term. The Landlord's decision shall be final, binding and conclusive on the Tenant.

- (ii) In exercising such right, the Landlord shall give prior notice to the Tenant. Within the period as prescribed in the said notice, the Tenant shall deliver vacant possession of the relevant part or parts of the Premises in accordance with this Agreement to the Landlord. The Landlord shall also at its own cost and expense be responsible for the necessary works to separate the surrendered area of the Premises including the erection of a partition wall and separation of services such as electrical/mechanical installations. For the avoidance of doubt, the Landlord shall neither be responsible for the Tenant's fit-out cost nor the reimbursement of the Tenant's decorations, improvements, fixtures and fittings installed in such part or parts of the Premises.

Save for the cost associated with the aforesaid Landlord's works, the Tenant shall be solely responsible for all costs and expenses associated with the surrender.

- (iii) If so required by the Landlord, the parties shall at their own costs enter into a partial surrender agreement or supplemental agreement.
- (iv) Without prejudice to Clause 40.1(a), where a part of the Premises (except the Ancillary Commercial Area) is surrendered, there shall be no adjustment in the Rent (if applicable).
- (v) The Tenant shall not make any objection thereto or make any claim in respect of any loss and damage which the Tenant may suffer as a result of or on account of such surrender.

- (vi) Without limiting the generality of the foregoing, the Landlord shall have the right at any time during the Term to require the Tenant to surrender the Emergency Vehicular Access whenever the Landlord shall in its sole discretion think fit upon the Landlord giving prior notice to the Tenant. The Landlord's decision shall be final, binding and conclusive on the Tenant.
- (i) Signage. The right to exhibit signages, banners and advertising signs (including LED displays) or similar structures at the Cruise Terminal TOGETHER WITH the right at all times to inspect, install, adjust, repair, maintain, replace, renew, alter, improve or remove any such signages, banners and advertising signs or similar structures.
- (j) Closure of parking spaces. If so required by the Landlord from time to time, the Tenant is required to close the parking space(s) and loading and unloading space(s) to facilitate inspection, repair and maintenance works provided that the carrying out of inspection, repair and maintenance works shall necessitate the closure of any parking spaces and loading and unloading spaces within the Premises. No compensation in whatever form will be payable by the Landlord for such closing.
- (k) Closure of Apron Area.
 - (i) If so required by the Landlord from time to time, the Apron Area or any part thereof shall be closed to facilitate the Landlord or its authorised agents, contractors or any other persons authorised by the Landlord to carry out construction, inspection, repair and maintenance works as well as the development of on-shore power supply system. If

so required by the Landlord, the Tenant shall provide assistance or assign suitable representative(s) to accompany the aforesaid personnel for facilitating them to carry out the above-mentioned works.

- (ii) The Landlord shall not be liable or responsible to the Tenant for any loss, injury, damage, annoyance, inconvenience, cost or expense which may be sustained by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees arising out of or incidental to the Landlord's exercise of the rights under this Clause 35.3(k).

(1) Development of the vicinity of the Cruise Terminal.

- (i) Without prejudice to anything herein contained, the Landlord hereby expressly reserves the right to develop or redevelop by itself or by any other person any adjoining or neighbouring property or sites or property/sites in the vicinity of the Cruise Terminal for such purpose as the Landlord may in its sole discretion determine from time to time.
- (ii) The Tenant hereby expressly confirms that it hereby takes the tenancy of the Premises notwithstanding that building works may be carried out for the purpose(s) aforesaid or otherwise and further agrees that it shall in no circumstances claim against the Landlord for any compensation for loss or damage whatsoever arising from the carrying out of the said building works or the operation of the said building works, structures or facilities (including any nuisance or

disturbance caused thereby) nor shall the Landlord be regarded as being in breach of any provisions of this Agreement or in derogation of the grant thereunder by reason thereof.

- (iii) For the avoidance of doubt, the Tenant hereby acknowledges that no warranty or representation whatsoever has been given or made by the Landlord as to the nature, purpose, timing or any other aspects of the development or redevelopment mentioned in Clause 35.3(1)(i) or that such development or redevelopment will be carried out by the Landlord at any time. Should there be any such warranty or representation, the same is deemed to be withdrawn. The Landlord shall be under no liability whatsoever to the Tenant for any loss howsoever arising out of or in connection therewith or as a consequence thereof or if the said development or redevelopment or any part thereof is not eventually carried out.

- (m) Parking at the Apron Area. The Landlord and the Government departments shall have the rights to park and authorise parking of motor vehicles within the Apron Area. Without limiting the generality of the foregoing, the Landlord and the Government departments shall have the right to (i) use the designated government parking spaces shown on the plan at Annex I (subject to revision in accordance with Clause 33.1); (ii) permit emergency vehicles to access and remain in the Apron Area, (iii) permit Government vehicles to access and remain in the Apron Area to carry out official duties; (iv) permit vehicles which are essential for carrying out maintenance and repair works to access and remain in the Apron Area and (v) permit other vehicles authorised by the Landlord and the Government departments to access and remain in the Apron

Area.

- (n) Means of fire escape. The right to designate any part(s) of the Premises as means of fire escape. The Tenant shall have no claim, demand or action against the Landlord for any loss, damage or compensation of whatsoever nature in connection with such designation.
- (o) Use of elevators. The right to allow the Landlord and the Government departments, and their officers, employees, agents, contractors or any other persons authorised by the Landlord to use the elevators designated by the Landlord from time to time (whether or not such elevators are installed by the Landlord or the Tenant) without any payment whatsoever. For the avoidance of doubt, the Landlord will not share any operating and management costs of the elevators. The Tenant shall have no claim, demand or action against the Landlord for any loss, damage or compensation of whatsoever nature in connection with the Landlord's exercise of the right hereunder.
- (p) Name of Cruise Terminal. The Landlord reserves the right to change the name of the Cruise Terminal by giving three (3) months' written notice to the Tenant without the same constituting an actual or constructive eviction of the Tenant and without incurring any liability to the Tenant.

35.4 Landlord not liable to Tenant. For the avoidance of doubt, the Landlord shall not be liable or responsible to the Tenant for any loss, injury, damage, annoyance, inconvenience, cost or expense which may be sustained by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees arising out of or incidental to the Landlord's exercise of the rights under this Clause 35.

36. RIGHTS OF WAY

36.1 Government Accommodations and Government Flying

Service Kai Tak Division. The Tenant shall permit Government vehicles or such other vehicles as authorised by the Landlord and the Landlord, Immigration Department, Customs and Excise Department, Hong Kong Police Force, Department of Health, Civil Aviation Department, Marine Department, Leisure and Cultural Services Department, Architectural Services Department, Electrical and Mechanical Services Department, Civil Engineering and Development Department and Government Flying Service and their officers, employees, agents, contractors or any other persons authorised by the Landlord with or without vehicles to pass and repass on, along, over, by and through the Premises (including Transportation Area and Gate 1 therein) at all times and free of interruption, cost and payment of any nature for access to and away from the Government Accommodations and/or the Government Flying Service Kai Tak Division (as the case may be) and for loading and unloading and passengers pick-up/drop-off.

36.2 Heliport/vertiport and heliport/vertiport accommodation. Upon development, the Tenant shall permit all passengers, visitors, operators and guests of heliport/vertiport accommodation and the Landlord and its officers, employees, agents, contractors or any other persons authorised by the Landlord with or without vehicles to pass and repass on, along, over, by and through the Premises (including the Transportation Area and the Gate 1 therein) at all times and free of interruption, cost and payment of any nature for access to and away from that heliport/vertiport and heliport/vertiport accommodation (as the case may be).

36.3 The Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade. The Tenant shall permit all members of the public for all lawful purposes to pass and repass on, along, over, by and through vehicular and pedestrian access (including elevators and escalators) within the Premises (including the Transportation Area) free of interruption, cost and payment of any nature for access to and away from the Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden,

Landscaped Deck of North Entrance Building and Colonnade at all times during their opening hours. The Tenant shall at its own cost and expense provide the vehicular and pedestrian access to the Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade, which can be used and accessed by the public, to the satisfaction of the Landlord.

- 36.4 Works. The Tenant shall permit the Landlord, Immigration Department, Customs and Excise Department, Hong Kong Police Force, Department of Health, Civil Aviation Department, Marine Department, Leisure and Cultural Services Department, Architectural Services Department, Electrical and Mechanical Services Department, Civil Engineering and Development Department and Government Flying Service and their officers, employees, agents, contractors or any other persons authorised by the Landlord with or without material, tool, vehicles and equipment to pass and repass on, along, over, by and through the Premises (including the Transportation Area) for (i) loading and unloading necessary equipment and any items for the purpose of this clause (ii) carrying out fitting out, installation, alteration, testing, commissioning, construction, repair and maintenance works; (iii) inspection of the Premises, Government Accommodations, heliport/vertiport accommodation, the Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade; and (iv) carrying out day-to-day management within the Government Accommodations, heliport/vertiport accommodation, the Kai Tak Cruise Terminal Park, South Podium Garden, North Podium Garden, Landscaped Deck of North Entrance Building and Colonnade at all time and free of interruption, cost and payment of any nature for the aforesaid purposes. The Tenant shall have no claim demand and/or action whatsoever against the Landlord in respect thereof.

- 36.5 Franchised buses and green mini buses.

- (a) The Tenant shall permit franchised buses and green mini buses authorised by the Landlord to

enter into the Premises and to pass and repass on, along over, by and through all driveways within the Transportation Area within such period required by the Landlord and free of interruption, cost and payment of any nature for waiting, picking up and dropping off bus passengers, visitors and guests at the pick up and drop off spaces designated by the Landlord.

- (b) The Tenant shall permit the franchised bus operators, green mini bus operators and its officers, workmen and contractors authorised by the Landlord to enter into the Cruise Terminal at all reasonable time with or without materials, equipment, vehicles and tools and free of interruption, cost and payment of any nature for erecting, altering, maintaining, repairing and removing bus stop stands at the said pick up and drop off spaces.
- (c) The Tenant is not entitled to impose any rents, fees and charges on parties relating to the use of these pick up and drop off spaces, and the Tenant shall have no claim, demand or action against the Landlord for any loss, damage or compensation of whatsoever nature in connection with this Clause 36.5 nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable.

36.6 Taxis. The Tenant shall permit taxis to enter into the Premises and to pass and repass on, along over, by and through all driveways within the Transportation Area at all time and free of interruption, cost and payment of any nature for waiting, picking up and dropping off passengers, visitors and guests. The Tenant is not allowed to impose any rents, fees and charges on parties relating to the use of the taxi pick up and drop off spaces. The Tenant shall have no claim, demand or action against the Landlord for any loss, damage or compensation of whatsoever nature in connection with this Clause 36.6 nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this

Agreement or any part thereof be reduced, abated or cease to be payable.

36.7 Private cars in respect of which a hire car permit is in force and ride-hailing vehicles. The Tenant shall permit private car in respect of which a hire car permit is in force and ride-hailing vehicle to enter into the Premises and to pass and repass on, along over, by and through all driveways within the Transportation Area at all time and free of interruption, cost and payment of any nature for picking up and dropping off passengers, visitors and guests. The Tenant is not permitted to impose any rents, fees and charges on parties relating to the use of the relevant pick up and drop off spaces. The Tenant shall have no claim, demand or action against the Landlord for any loss, damage or compensation of whatsoever nature in connection with this Clause 36.7 nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable.

36.8 Access to Public Transport. The Tenant shall permit all members of the public pedestrian right of way to pass and repass on, along, over, by and through the Premises free of interruption, cost and payment of any nature for taking or alighting from public transport unless the Landlord otherwise agrees upon the Tenant's application.

SECTION VII EXCLUSION OF LIABILITY

37. GENERAL EXCLUSION OF LIABILITY

37.1 Exclusion of liability. It is hereby expressly agreed and declared that the Landlord (including its attendants, employees, servants, contractors and agents) shall not be held liable in any way to the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees or to any other person for any liabilities or loss (including loss of profit or of business or loss of life), injury, damage, nuisance, annoyance or inconvenience

which may be suffered by the Tenant, its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees or to any other person or any property however caused and in particular, but without limitation, directly or indirectly caused by or in any way owing to:

- (a) any interruption, failure, malfunction, breakdown, suspension, reduction or termination of or defect in or any other condition of any of the services, chilled water supply, air-conditioning, machinery, plant, facility, equipment, installations or fixtures by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, riot, epidemic, pandemic, public processions, public gatherings, acts of God or other cause beyond the Landlord's control or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of manpower, fuel, materials, electricity or water or by reason of labour disputes;
- (b) explosion, typhoon, landslide, subsidence, storm, flood, fire, fumes, odours, smoke, electricity, falling plaster or any other liquid, gas or solid or substance or thing or overflow or leakage of water from any other part of the Cruise Terminal (whether the overflow or leakage is from any pipes, drains, water tanks, water apparatus, sprinkler system or other fire fighting or control apparatus) or defect or lack of repair in the piping, wiring and/or sprinkler system in the Cruise Terminal and/or any structure of the Cruise Terminal and/or any of the Landlord's fittings and fixtures and/or any defect in the Cruise Terminal;
- (c) any act, omission, default, misconduct or negligence of any attendant, servant, employee, contractor, or agent of the Landlord in or about the performance or purported performance of any duty relating to the provision of the services;

- (d) any defect in the water or electricity supply or from any surge reduction variation interruption or termination in the water or electricity supply;
- (e) any accident or circumstances whatsoever occurring or any works whatsoever (and however extensive) being carried out at the Premises or any other part of the Cruise Terminal, the neighbouring properties of the Cruise Terminal or any part thereof or arising out of any defect or flaw whatsoever in or non-performance of any of the equipment products systems and processes utilised by the Landlord;
- (f) any works carried out, whether by the Landlord or otherwise, on or in respect of the Premises or any other part of the Cruise Terminal or any part thereof;
- (g) any attendant, servant, employee, contractor, or agent of the Landlord in or about the performance or purported performance of any duty relating to the Premises;
- (h) the act, omission, negligence or default of the tenants and occupiers of any other parts of the Cruise Terminal and their contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees;
- (i) any want of security or safekeeping at the Cruise Terminal but without the generality of the foregoing provision (if any) by the Landlord of watchmen and caretakers or any mechanical or electrical systems of alarm of whatever nature. Nothing in this Agreement shall create any obligation on the part of the Landlord as to the safety or security of the Premises or any contents therein. Such responsibilities shall at all times rest with the Tenant;
- (j) any act negligence default omission or misconduct of any agent, contractor, workman,

security officer, cleaner, caretaker or other person employed by the Landlord or any interruption of their services caused by illness, industrial action, shortage of personnel or materials or other cause not under the control of the Landlord;

- (k) any failure, malfunction or interruption of the supply of water, gas, electricity or other utility services to the Cruise Terminal;
- (l) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (m) theft or burglary or robbery

nor shall the Rent, Air Conditioning Charges or any other sums due from the Tenant under this Agreement be reduced abate or cease to be payable on account of any of the foregoing.

37.2 Without prejudice to the generality of Clause 37, the Tenant shall not be entitled to terminate this Agreement and shall have no claim against the Landlord for any loss, damage, inconvenience or compensation of whatsoever nature, costs or expenses that it may suffer or incur as a result of or in connection with the revision of Annex IV nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable.

37.3 Without prejudice to the generality of Clause 37, the Tenant expressly agrees that it shall have no claim, demand or action against the Landlord for any loss, damage, compensation of whatsoever nature, costs or expenses arising from the closure of the Kai Tak Cruise Terminal Park to the public nor shall the Rent, Air Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable.

38. NO CLAIM AGAINST THE LANDLORD AND HKTB

38.1 The Tenant shall not in any circumstances be entitled

to any abatement of Rent, Air Conditioning Charges, rates or other charges payable under this Agreement nor to claim against the Landlord or to raise any objection or make any complaints in respect of the exercise by the Landlord, HKTb or their authorised persons of any of the rights mentioned in Clause 34, nor shall the Landlord or HKTb be held liable to the Tenant or any other person whomsoever or be regarded as being in breach of any provisions of this Agreement or in derogation of the grant hereunder by reason of the exercise by the Landlord or HKTb of any of the rights mentioned in Clause 34.

39. RELEASE OF THE LANDLORD'S LIABILITIES

39.1 The Tenant hereby releases the Landlord and its agents, contractors and employees from, and agrees that the Landlord shall not be liable for any liability or loss arising from, and any cost, charge or expense incurred in connection with:

- (a) damage, loss, injury or death unless it is caused by a deliberate act of the Landlord;
- (b) anything the Landlord is permitted or required to do or perform under this Agreement; and
- (c) the Landlord's fixtures and fitting not working properly.

40. NO CLAIM FOR EXERCISE OF LANDLORD'S RIGHTS

40.1 (a) The Tenant hereby agrees that it and its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors and invitees shall not be entitled to claim against the Landlord and/or any other person for any loss, disturbance, annoyance, inconvenience in any form (including physical damage to the Premises) whatsoever suffered or sustained by the Tenant or its contractors, servants, agents, licensees, sub-tenants, officers, employees, visitors or invitees as a result of or in connection with or arising from the exercise

of any of the rights referred to in Clauses 35 and 36 nor shall the Rent, Air-Conditioning Charges, rates or other charges payable under this Agreement or any part thereof be reduced, abated or cease to be payable. The Landlord shall not be regarded as being in breach of any provisions of this Agreement or in derogation of the grant thereunder by reason of exercising any of the rights referred to in Clauses 35 and 36.

- (b) Without limiting the generality of Clause 40.1(a), the Tenant acknowledges and agrees that the Landlord is entitled to carry out alterations, modifications, renovation and expansion works or any other building work or works relating to the Cruise Terminal during the subsistence of this Agreement and those works may cause inconvenience, annoyance, nuisance or disturbance to the use or quiet enjoyment of the Premises by the Tenant and/or the use of the Premises by the Tenant's sub-tenants and licensees during the time when those works are carried out. The Tenant hereby expressly agrees that it will not bring any action or claim whatsoever against the Landlord or its agents, contractors or servants for any indemnity, compensation, loss, abatement of rent or extension of licence period or rent free period (if any) whatsoever arising out of or in connection with any such annoyance, inconvenience, nuisance or disturbance of quiet enjoyment.
- (c) Nothing contained or implied in this Agreement imposes or is to be deemed to impose any restriction on the Landlord on the use of any other parts of the Cruise Terminal or any adjoining or neighbouring property or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into in respect thereof or to prevent or restrict its development. The Landlord shall be entitled to carry out or permit the development of the

remainder of the Cruise Terminal or any neighbouring properties and to alter or change the Premises or to re-route any services in or access to the Premises or the Cruise Terminal without payment of compensation to the Tenant for any damage or otherwise.

41. NO LIABILITY DUE TO ENTRY OF PROSPECTIVE TENANTS

- 41.1 The Landlord shall not be liable to the Tenant for any loss to persons or properties arising from the entry of the prospective tenants pursuant to Clause 26.1 and the Tenant shall also keep the Landlord indemnified against such claims.

42. NO CLAIM AGAINST THE LANDLORD

- 42.1 Despite any loss, damage, nuisance or disturbance that may be caused to the Tenant or other person, the Landlord shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant or any other person (whether arising out of or incidental to the fulfilment of the Tenant's obligation under this Agreement or the exercise of the rights by the Landlord under this Agreement (including without limitation the right of re-entry) or otherwise). No claim for compensation or otherwise shall be made against the Landlord by the Tenant in respect of such loss, damage, nuisance or disturbance.

**SECTION VIII
DEFAULT**

43. LANDLORD'S RIGHTS TO TERMINATE

- 43.1 Landlord's right of re-entry.

- (a) The Landlord shall be entitled to re-enter upon the Premises at any time if:
- (i) any part of the Rent, Air Conditioning Charges, rates or any

other sum payable under this Agreement is unpaid for more than twenty-one (21) days after becoming due (whether formally demanded or not); or

(ii) there is any breach or non-performance or non-observance of any of the terms, conditions, provisions and covenants to be performed or observed by and on the part of the Tenant hereunder; or

(iii) the Tenant is insolvent which for the purposes of this Agreement means:

(A) the Tenant becomes bankrupt or goes into liquidation or a receiving order is made against it; or

(B) a receiver is appointed in respect of any of the Tenant's assets or the Tenant makes any composition or arrangement with creditors; or

(C) possession of any of the Tenant's assets is taken by a chargee or mortgagee; or

(D) any distress or execution is levied on the Premises or on any of the Tenant's assets; or

(E) the Tenant stops or suspends payment of its debts or is unable or admits it is unable to pay them; or

(F) the Tenant enters into a scheme of arrangement with its creditors; or

(G) the Tenant suffers prosecution in respect of non-payment of

any money due to the Government or any person; or

(H) any other similar event, action or proceeding occurs or is taken in respect of the Tenant in any jurisdiction; or

(iv) the Premises ceases to operate as a cruise terminal; or

(v) there is any assignment, subletting, licensing or parting with possession of the Premises or any part thereof without the written approval of the Landlord (if so required); or

(vi) the Tenant fails to secure and maintain all required insurance; or

(vii) any event occur or proceeding be taken with respect to the Tenant in any jurisdiction to which the Tenant is subject which has an effect equivalent or similar to any of the events or circumstances described above.

(b) In any case set out in Clause 43.1(a), it shall be lawful for the Landlord at any time thereafter to re-enter on and upon the Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely terminate but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any of the covenants, terms and conditions of this Agreement and the Deposit paid by the Tenant in accordance with Clause 51.1 shall be forfeited to the Landlord but without prejudice to the Landlord's right to claim against the Tenant for any loss or damage sustained by the Landlord.

(c) Notwithstanding the foregoing, the Landlord may in any such event at its option elect not to

terminate this Agreement but to deduct from the Deposit the amount of any costs, expenses, loss or damage incurred or sustained by the Landlord as the result of the breach, non-observance or non-performance by the Tenant in the manner as stipulated in Clause 51.5.

- 43.2 Physical entry not required. A written notice served by the Landlord on the Tenant in manner hereinafter provided to the effect that the Landlord thereby exercises the power of termination and/or re-entry hereinbefore contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord notwithstanding any statutory or common law provision to the contrary.
- 43.3 Costs and expenses. All costs and expenses incurred by the Landlord in demanding payment of overdue Rent and other overdue charges payable hereunder (if the Landlord elects to demand) and in exercising its rights and/or remedies (including the costs associated with the exercising of the right of re-entry) or in attempting to do so shall be paid by the Tenant and shall be recoverable from the Tenant as a debt.
- 43.4 Post expiry / early termination obligations.
- (a) Without prejudice to the generality of Clause 12.3(f), all bookings received by the Tenant after the expiry date or (as the case may be) the date of early termination of this Agreement and all bookings that are to be performed after the expiry date or (as the case may be) the date of early termination of this Agreement shall be cancelled and become null and void. The Tenant shall indemnify and keep the Landlord indemnified against any loss and liabilities arising from or incidental to the breach of this sub-clause.
 - (b) The Tenant acknowledges that it is critical for the Landlord to have continuity of the cruise terminal operation and the Tenant hereby agrees that it shall at all times at its own cost and expense provide assistance to any third

party appointed by the Landlord to take over the cruise terminal operation at the expiry of the Term or (as the case may be) the early termination of this Agreement for a period to be determined by the Landlord. This Clause 43.4 shall survive the expiration or early termination of this Agreement.

- (c) The Tenant shall deliver to the Landlord, upon the expiry of the Term or early termination of this Agreement, all data, books, records, manuals, working instructions, reports, keys to the Premises and any other information which the Landlord reasonably considers necessary or appropriate in order to achieve smooth delivery and subsequent operation of the Cruise Terminal.
- (d) For the avoidance of doubt, the sub-tenancies and the licences shall be absolutely determined on the same date of termination of this Agreement. The Tenant shall be solely liable for any claim for determination of the sub-tenancies and licences and shall indemnify the Landlord against any liability incurred by the Landlord to any third party.

44. FAILURE TO COMMENCE OPERATION AT THE PREMISES (EXCLUDING THE ANCILLARY COMMERCIAL AREA)

- 44.1 Failure of the Tenant to comply with Clause 10.1 to the Landlord's satisfaction shall constitute a material breach of this Agreement entitling the Landlord to terminate this Agreement by giving to the Tenant written notice to such effect to expire at any time without payment of compensation and recover possession of the Premises from the Tenant. Should the Landlord exercise the right to terminate this Agreement, the tenancy shall cease and determine and all the rights, titles and interests of the Tenant hereunder shall cease and terminate upon expiry of such notice but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any of the covenants, terms and conditions contained in this

Agreement. The Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.

45. FAILURE TO MEET STANDARD OF SERVICE, SERVICE PLEDGES, COMPLY WITH BERTH-ALLOCATION GUIDELINES, PROVIDE SECURITY OR COMPLY WITH APPROVED TRAFFIC MANAGEMENT PLAN AND ADDITIONAL TRAFFIC MANAGEMENT MEASURES AND KPI

45.1 Without prejudice to the generality of Clause 43,

- (a) in the event the Tenant and/or any of its sub-tenants fails to perform and provide satisfactory quality management and operation style at the Premises to meet the standards, requirements and expectations as to be determined by the Landlord from time to time or the Tenant and/or any of its sub-tenants fails to perform to the Landlord's satisfaction (whose decision shall be final, binding and conclusive on the Tenant); or
- (b) if the Tenant fails to meet the Service Pledges; or
- (c) if the Landlord considers that there is any non-compliance with the Berth-Allocation Guidelines or Clause 12.3 or any conflict between the detailed berthing slots allocation policies and the Berth-Allocation Guidelines; or
- (d) if the Landlord considers that there is any breach of Clause 11.9(c); or
- (e) if the Tenant fails to comply with Clauses 13.3(b) and 13.3(c) as regards traffic management or Clause 15 as regards terminal security

the Landlord may serve a written notice to the Tenant requiring the Tenant to meet the Landlord's requirements or to remedy the failure to meet the Service Pledges or to require rectification of any non-compliance or non-compatible area or to rectify the breach of Clause 11.9(c) or to remedy the failure to

comply with Clauses 12.3, 13.3(b), 13.3(c) or 15 (as the case may be) within the time frame specified in that notice. If the Tenant and/or any of its sub-tenants (where applicable) fails to comply with the such notice, the Landlord shall be entitled to terminate this Agreement by giving to the Tenant written notice to such effect to expire at any time without payment of compensation and recover possession of the Premises from the Tenant. Should the Landlord exercise the right to terminate this Agreement, the tenancy shall cease and determine and all the rights, title and interest of the Tenant hereunder shall cease and terminate upon expiry of the termination notice but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any of the covenants, terms and conditions contained in this Agreement. The Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.

- 45.2 (a) Without prejudice to the other rights and remedies available to the Landlord under this Agreement, the Landlord shall be entitled to demand liquidated damages from the Tenant as set out in Annex VI(7) if the Tenant is unable to achieve any of the following KPI in each Contract Year by 5% or more:
- (i) the minimum number of Ship Calls;
 - (ii) the minimum number of Non-Cruise Related Events;
 - (iii) the minimum number of visitors of Non-Cruise Related Events; or
 - (iv) the minimum occupancy rate of Ancillary Commercial Area.
- (b) The Tenant shall pay to the Landlord such liquidated damages within thirty (30) days upon receiving the Landlord's written demand thereof, failing which the Landlord shall be entitled to deduct from the Deposit the amount equivalent to such liquidated damages without further notice in which event the Tenant shall

forthwith deposit with the Landlord the amount so deducted pursuant to Clause 51.5.

45.3 The Landlord's decision as to what constitutes non-compliance or non-compatible area is final, binding and conclusive on the Tenant.

45.4 The Tenant shall have no claim against the Landlord for any loss, compensation, damage, costs or expenses arising from the Landlord's decision made pursuant to this Clause 45.

46. CHANGE IN MANAGEMENT TEAM

46.1 (a) If the Landlord still considers the revised proposal referred to in Clause 11.10(i) unacceptable, it shall have an option to terminate this Agreement by giving to the Tenant written notice to such effect to expire at any time without payment of compensation and recover possession of the Premises from the Tenant. Should the Landlord exercise the right to terminate this Agreement, the tenancy shall cease and determine and all the rights, title and interest of the Tenant hereunder shall cease and terminate upon expiry of such notice but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any of the obligations in this Agreement. The Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.

(b) The Tenant shall have no claim whatsoever against the Landlord in respect of such determination.

47. FAILURE TO YIELD UP PREMISES

47.1 (a) Without limiting the generality of Clause 27, if the Tenant fails to comply with and perform its obligations under Clause 27, and the

Premises and the fixtures, fittings, additions, installations, alterations, modifications and the Landlord's Provisions therein and thereto are not delivered up to the standards and satisfaction of the Landlord, the Landlord may (but shall not be obliged to) do all things necessary to effect such compliance and/or performance to the Landlord's satisfaction and recover all costs and expenses incurred thereof from the Tenant. The Landlord shall be entitled to charge interest at the rate as stipulated in Clause 4.6 on the amount owed from the date the Landlord incurs such costs and expenses until the date of payment.

- (b) Recovery of cost. The cost and expenses incurred thereof and interest shall be a debt from the Tenant to the Landlord and be recoverable forthwith by action or deduction of same amount to be made from the Deposit upon which the Tenant shall deposit with the Landlord the amount so deducted pursuant to Clause 51.5.

48. CESSATION OF USER

- 48.1 (a) Without prejudice to the generality of Clause 43, if, at any time during the Term, the Landlord is of the opinion that the Premises or any part thereof has ceased to be used for the purposes specified in Clause 9 (as to which, and without prejudice to the Landlord's discretion and the rights of the Landlord under this clause, the non-user of the Premises or any part thereof for those purpose for a total period of more than six (6) months during the Term shall be conclusive evidence) or that the extent of the user for the purposes has so diminished to the extent that the Premises or any part thereof is, in the opinion of the Landlord, either not being used or adequately used for the purposes for which it is granted, the Tenant shall be deemed to be in breach of Clause 10.1 and Clause 9 and the Landlord shall be entitled to terminate this Agreement,

by giving to the Tenant written notice to such effect to expire at any time without payment of compensation and recover possession of the Premises from the Tenant. Should the Landlord exercise the right to terminate this Agreement, the tenancy shall cease and determine and all the rights, titles and interests of the Tenant hereunder shall cease and terminate upon expiry of such notice but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any covenants, terms and conditions herein contained. The Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.

- (b) Prior to serving the written termination notice stated in Clause 48.1(a), the Landlord may (but shall not be obliged to) serve a written notice to the Tenant requiring the Tenant to remedy the failure within the time frame specified in the default notice. For the avoidance of doubt, the absence of written notice from the Landlord does not affect the validity and enforceability of the termination notice served by the Landlord pursuant to Clause 48.1(a).
- (c) For the purpose of determining whether there is cessation of user or the extent of non-user as stated in Clause 48.1(a), the Landlord's decision shall be final, binding and conclusive on the Tenant.

SECTION IX

SERVICES TO GOVERNMENT ACCOMMODATIONS

49. GOVERNMENT ACCOMMODATIONS

- 49.1 The Tenant shall not disrupt the use of the Government Accommodations by user departments, their officers, employees, contractors, agents, visitors or any other persons authorised by the Landlord and the Tenant

shall not interrupt supply of utilities to the Government Accommodations.

49.2 The Tenant shall offer assistance to facilitate the use of the Government Accommodations by user departments, their officers, employees, contractors, agents, visitors or any other persons authorised by the Landlord including rights of way and facilitation to maintenance referred in Clauses 35 and 36.

49.3 If any tools and equipment of the Landlord shall be passed to the Tenant for the purpose of carrying out his obligation under this Clause 49, the Tenant shall be responsible for the proper use, operation and due return of all such tools and equipment upon expiration or early termination of this Agreement or upon notification at any time during the Term. If any such tools and equipment shall be lost or damaged from any cause whatsoever while in the possession or control of the Tenant, the Tenant's employees or any of the Tenant's sub-contractors or agents, the Tenant shall pay the cost of all required repairing or replacement of the same plus a sum to be determined by the Landlord as an administrative overhead charge.

49.4 The Tenant shall not in any circumstances be entitled to any abatement of Rent, Air Conditioning Charges, rates or other charges payable under this Agreement nor to claim against the Landlord or to raise any objection or make any complaints in respect of the performance of the service to the Landlord mentioned in this Clause 49.

50. FACILITY MANAGEMENT, CLEANSING AND SECURITY SERVICES TO THE GOVERNMENT ACCOMMODATIONS

50.1 The Tenant shall at its own cost and expense provide and carry out facility management, cleansing and security services to the Government Accommodations free of charge in accordance with the service specifications set out in Annex XX.

SECTION X

DEPOSIT

51. SECURITY DEPOSIT

51.1 Provision of security deposit.

- (a) On or before signing of this Agreement, the Tenant shall pay to the Landlord a security deposit in the total amount of [].
- (b) The security deposit referred to in Clause 51.1(a) shall be referred to as the “**Deposit**”.

51.2 Purpose of Deposit. The Deposit shall be held by the Landlord to secure the due observance and performance by the Tenant of the covenants, agreements, stipulations and conditions herein contained and on the Tenant's part to be observed and performed.

51.3 Form of Deposit.

- (a) The Deposit shall be either in cash or in the form of a banker's guarantee issued by a bank that holds a valid banking license issued under the Banking Ordinance (Cap. 155). Unless otherwise agreed by the Landlord, the banker's guarantee shall be on the terms annexed hereto as Annex XXI. Without limiting the generality of the foregoing, the banker's guarantee shall remain valid until the later of either (i) seven (7) months after the expiry or early termination of this Agreement or (ii) the date on which all the obligations and liabilities of the Tenant under this Agreement have been duly carried out, completed and discharged in accordance with the terms of this Agreement.
- (b) Should the Tenant after the signing of this Agreement request a change in the form of Deposit held by the Landlord so that the form defers from the manner set out in sub-clause (a) above, such request shall be subject to the prior written approval of the Landlord which approval the Landlord may give or withhold at its sole discretion.

51.4 Banker's guarantee becoming not effective.

- (a) To the intent that in the event that a banker's guarantee provided under Clause 51.3 shall expire or be void, voidable or determined due to whatever cause, the amount payable under that banker's guarantee shall be replaced accordingly. The Tenant shall before the date on which the said banker's guarantee expires or becomes void, voidable or determined (as the case may be) deliver to the Landlord a new banker's guarantee in substitution for the banker's guarantee then held by the Landlord. Upon receipt of the new banker's guarantee abovementioned, the Landlord shall return to the Tenant the banker's guarantee then held by it. Each new guarantee to be delivered by the Tenant to the Landlord shall be issued by a bank that holds a valid banking license issued under the Banking Ordinance (Cap. 155) and shall be in substantially on the same terms set out in that delivered under Clause 51.3 save that the aggregate amount payable thereunder shall be an amount equal to half of the amount stipulated in Clause 51.1. The provisions of this Clause 51.4 shall apply to the new banker's guarantee mutatis mutandis.
- (b) Alternatively, if so requested by the Landlord, the Tenant shall forthwith deposit and maintain with the Landlord in cash such sum as shall be sufficient and adequate to supplement the banker's guarantee(s) (if still valid) and the cash deposit then held by the Landlord so that the Landlord shall hold valid guarantee(s) (if any) and cash deposit for an aggregate amount equal to the amount stipulated in Clause 51.1.

51.5 Deduction. The Deposit shall be retained by the Landlord throughout the subsistence of this Agreement free of any interest to the Tenant and in the event of any breach or non-observance or non-performance by the Tenant of any of the covenants, agreements,

stipulations or conditions herein contained the Landlord shall be entitled to terminate this Agreement in which event the Deposit may be forfeited to the Landlord. Notwithstanding the foregoing, the Landlord may at its option elect not to terminate this Agreement but to deduct from the Deposit any loss and expenses incurred by the Landlord in consequence of the breach non-observance or non-performance by the Tenant (whether directly or indirectly) by applying the cash deposit and/or enforcing the banker's guarantee(s) in which event the Tenant shall as a condition precedent to the continuation of this Agreement either deposit with the Landlord the amount so deducted or provide a further banker's guarantee to the Landlord in the amount of the sum so deducted and if the Tenant shall fail to do so within fourteen (14) days of deduction the Landlord shall forthwith be entitled to re-enter the Premises or any part thereof in the name of the whole and to terminate this Agreement in which event the Deposit may be forfeited to the Landlord as hereinbefore provided.

51.6 Refund of Deposit. Subject as aforesaid the cash deposit shall be refunded and the banker's guarantee shall be returned to the Tenant by the Landlord without interest within seven (7) months after the termination of this Agreement and the delivery of vacant possession of the Premises to the Landlord and removal of all vessels away from the Premises in accordance with this Agreement and after the submission of the last Verified Income Statement and the last Audited Accounts in accordance with Clauses 4.4(c)(i) and 4.4(d)(i) or within seven (7) months of the settlement in full of the last outstanding claim by the Landlord against the Tenant in respect of any breach non-observance or non-performance of any of the covenants, agreements, stipulations or conditions herein contained and on the part of the Tenant to be observed and performed whichever is the later. For the avoidance of doubt, the Tenant's failure to comply with Clause 43.4 is considered as a breach of this Agreement and the Landlord shall not be obliged to refund the Deposit to the Tenant prior to the Tenant's fulfilment of its obligations under Clause 43.4.

51.7 Transfer of Deposit. Notwithstanding anything

herein contained, the parties hereto hereby expressly agree that in the event of the Landlord assigning or transferring the ownership of the Premises or any part thereof to any person (the “**New Landlord**”) prior to the termination of the Term subject to and with the benefit of this Lease, the Landlord may transfer the cash held by the Landlord under Clauses 51 and 52.2(c) (less any deduction which the Landlord may make according to the terms of this Agreement) to the New Landlord and in that event the Tenant shall waive all claims against the Landlord for the refund of the said cash but nothing herein provided shall prejudice or affect the right of the Tenant to claim against the New Landlord for refund of the same AND a written notice sent by the Landlord or the Landlord's solicitors to the Tenant notifying the change of ownership of the Premises or any part thereof shall be conclusive evidence that the said cash has been transferred to the New Landlord unless contrary intention is expressed in the said notice. The Tenant shall at its own cost and expense forthwith upon the request of the Landlord and/or the New Landlord deliver to the New Landlord a banker's guarantee in favour of the New Landlord issued by a licensed bank in Hong Kong under Section 16 of the Banking Ordinance (Cap. 155) in the same form as provided by the Tenant to the Landlord in respect of this Agreement.

52. PERFORMANCE GUARANTEE

- 52.1 Deed of guarantee. Except with the Landlord's prior written approval which the Landlord may give or withhold at its sole discretion, the Tenant shall on or before the execution of this Agreement, procure any of the shareholders, parent company or Holding Companies of the Tenant, or any other person having exposure or rights to variable returns from its involvement with the Tenant (the “**Guarantor**”) to execute and deliver a deed of guarantee which shall be in the form and on the terms annexed hereto as Annex XXII together with all necessary documentary evidence for proof of execution to guarantee the due and punctual performance of the Tenant of all its obligations under this Agreement and to indemnify the Landlord against any claim of any nature whatsoever

arising out of the use and occupation by the Tenant of the Premises. Without limiting the generality of the foregoing, the Guarantor shall take up the responsibility and assume all the obligations of the Tenant under this Agreement as if the terms, conditions and covenants herein contained were given by the Guarantor itself upon request by the Landlord.

52.2 Replacement of deed of guarantee. Without prejudice to the generality of Clause 52.1, in the case of death, insanity, unsound mind, disability, bankruptcy, liquidation, inability to pay debts or change in financial circumstances, reputation or background whatsoever of the Guarantor or a change in shareholding structure and/or Control (as defined below) of the Tenant as referred to in Clause 55.2(c), the Tenant shall forthwith notify the Landlord in writing of the same. Irrespective of whether the Landlord has received any such notice from the Tenant, the Landlord shall have the right at any time after the occurrence of any of the aforesaid events to serve a written notice on the Tenant requiring the Tenant:

- (a) to procure one or more deed(s) of guarantee from any other shareholders, parent company or Holding Companies of the Tenant or person having exposure or rights to variable returns from its involvement with the Tenant to the satisfaction of the Landlord or any person(s) acceptable to the Landlord either in replacement of any of the existing deed of guarantee or in addition thereto; and/or
- (b) to provide a banker's guarantee in the form as prescribed by the Landlord for an amount to be determined by the Landlord; and/or
- (c) to pay an additional cash for a sum to be determined by the Landlord

whereupon the Tenant shall procure such replacement or additional deed of guarantee to be executed or banker's guarantee to be provided or the additional cash deposit to be paid within fourteen (14) days from the date of the Tenant's receipt of the Landlord's aforesaid notice at the Tenant's own cost and expense.

The failure of the Tenant to carry out its obligations under this clause shall be a material breach of this Agreement entitling the Landlord to terminate this Agreement by giving to the Tenant written notice to such effect to expire at any time without payment of compensation and recover possession of the Premises from the Tenant. Should the Landlord exercise the right to terminate this Agreement, the tenancy shall cease and determine and all the rights, titles and interests of the Tenant hereunder shall cease and terminate upon expiry of such notice but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of any of the covenants, terms and conditions contained in this Agreement. The Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.

52.3 Direct enforcement. The Tenant hereby expressly acknowledges that the Landlord shall be entitled to at its sole discretion enforce the deed(s) of guarantee referred to in Clauses 52.1 and 52.2(a) and/or the banker's guarantee referred to in Clause 52.2(b) and/or apply the cash referred to in Clause 52.2(c) without first having recourse to any other guarantee and/or indemnity or any other security, without taking any steps or proceedings against the Tenant or any other person and without resort to any other means of payment.

52.4 Fresh deed of guarantee. In the event of the Landlord assigning or transferring the ownership of the Premises or any part thereof, the Tenant hereby agrees that it shall, within fourteen (14) days from the date of written request of the Landlord, procure fresh deed(s) of guarantee to be executed by the Guarantor or (as the case may be) fresh banker's guarantee(s) to be executed in favour of the New Landlord on the same terms and conditions of the deed(s) of guarantee as mentioned in Clauses 52.1 and 52.2(a) above or (as the case may be) the banker's guarantee(s) on the same terms and conditions as mentioned in Clause 52.2(b).

SECTION XI MISCELLANEOUS

53. ON-SHORE POWER SUPPLY FACILITIES

- 53.1 Landlord's right to develop on-shore power supply. Without prejudice to anything herein contained, the Landlord hereby expressly reserves the right to develop on-shore power supply at the Cruise Terminal in one or both of the on-shore power supply plant rooms as shown for identification purpose only coloured blue hatched black on the layout plan for ground floor at Annex I (which are currently occupied by others and shall be vacated upon the Landlord's decision to develop on-shore power supply at the Cruise Terminal) during the subsistence of this Agreement.
- 53.2 Landlord selecting operator. The Landlord reserves all rights to allow any party or company, including the Tenant, by way of a Supplemental Agreement, to manage and operate the on-shore power supply facilities.
- 53.3 Landlord's right of access. The Landlord and the operator (if applicable), their employees, agents, contractors and other persons authorised by the Landlord and the party stated in Clause 53.2 shall have a free and uninterrupted access to the Premises with or without material, tool, vehicles and equipment in order to deliver, install, operate, repair, maintain and replace on-shore power supply facilities
- 53.4 Tenant's assistance. The Tenant shall cooperate and assist the Landlord and the operator (if applicable), their employees, agents, contractors and other persons authorised by the Landlord and the party stated in Clause 53.2 in the delivery, installation, operation, repair, maintenance and replacement of the on-shore power supply facilities. The Tenant shall endeavour to cause cruise vessels equipped with necessary facilities to use on-shore power.
- 53.5 No guarantee of installation of on-shore power supply facilities. There is no guarantee or warranty that the on-shore power supply facilities will be installed during the Term.

- 53.6 No liability. The Tenant shall have no claim against the Landlord for any loss, compensation, damage, costs or expenses arising from installation or non-installation and operation of the on-shore power supply facilities. Without prejudice to the generality of the foregoing, the Tenant expressly agrees that it shall have no claim against the Landlord for impact to activities in the Apron Area, cruise operation, Non-Cruise Related Events or loss of business due to the delivery, installation, operation, repair, maintenance and replacement of the on-shore power supply facilities at the Cruise Terminal.

54. NO REPRESENTATIONS OR WARRANTIES BY LANDLORD

- 54.1 Landlord's Provisions. The Landlord does not represent or warrant that the Landlord's Provisions are suitable for the use or purposes to which the Tenant proposes to put them. The Landlord shall not be liable for any loss arising directly or indirectly from any defect in or failure or malfunction of any of the Landlord's Provisions.
- 54.2 User of Premises. The Landlord does not represent or warrant that the Premises are suitable for the use or purposes to which the Tenant proposes to put them and the Tenant shall satisfy itself or shall be deemed to have satisfied itself that they are suitable for the purpose for which they are to be used and the Tenant hereby agrees that it will at its own cost and expense apply for any requisite licence or licences permit or permits from all Government or public authorities in respect of the carrying on of the Tenant's businesses therein and shall execute and comply with all ordinances, regulations, orders, notices or rules made by all competent Government or public authorities in connection with the conduct of such business by the Tenant in the Premises.

55. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 55.1 Due Incorporation and Capacity. The Tenant represents, warrants and undertakes to the Landlord in

respect of each of the Tenant and the Guarantor as follows:

- (a) it is a corporation duly organised, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
- (b) it has the requisite corporate power and authority to own and operate its assets and property and to engage in its business;
- (c) it has the full corporate power, right and authority to execute, deliver and perform under (in the case of the Tenant) this Agreement or (in the case of the Guarantor) the deed(s) and document(s) required to be executed by the Guarantor under Clause 52;
- (d) it has obtained all consents, approvals and authorisations required to validly execute and deliver (in the case of the Tenant) this Agreement or (in the case of the Guarantor) the deed(s) and document(s) required to be executed by the Guarantor under Clause 52;
- (e) it has authorised its authorised representative to execute on its behalf (in the case of the Tenant) this Agreement or (in the case of the Guarantor) the deed(s) and document(s) required to be executed by the Guarantor under Clause 52; and
- (f) the execution, delivery and performance of (in the case of the Tenant) this Agreement or (in the case of the Guarantor) the deed(s) and document(s) required to be executed by the Guarantor under Clause 52 will not violate any provision of its articles of association or other organisational documents.

55.2 Others. The Tenant further represents, warrants and undertakes to the Landlord that:

- (a) all provisions (including representations and warranties) in the deed(s) and document(s) required to be executed by the Guarantor under

Clause 52 have been and will be fully complied with during the Term;

- (b) all information provided by or on behalf of the Tenant to the Landlord in the tender submission and all the statement set out in the documents to be provided by the Tenant to the Landlord for tender are true, accurate and not misleading as from the time of their provision to the Landlord up to the expiry of the Term (or the early determination of the Term by the Landlord in accordance with this Agreement); and
- (c) the shareholding structure and Control of the Tenant is shown in the diagram in Annex XXIII and such shareholding structure and Control of the Tenant has remained and will remain unchanged (save with the prior written approval of the Landlord which approval the Landlord may give or withhold at its sole discretion and if such approval is given, with such condition as the Landlord may in its sole discretion impose) from the date of this Agreement up to the expiry of the Term (or the early determination of the Term by the Landlord in accordance with this Agreement). **“Control”** for the purpose of this Agreement means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of shares, or by contract or otherwise, and includes:
 - (i) possession, directly or indirectly, of more than one half of the voting power of such entity, or
 - (ii) power, directly or indirectly, to appoint a majority of the members of, or otherwise control, the board of directors or similar governing body of such entity.

56. MISCELLANEOUS

56.1 Compliance with laws. In carrying out or performing any works or obligations under this Agreement including the operation, management or maintenance of the Premises as a Cruise Terminal, the Tenant shall observe and comply with all applicable Ordinance, regulations, by-laws and rules for the time being in force in Hong Kong including without limitation:

- (a) any Ordinances, regulations, by-laws and rules (if any) governing the control and operation of the Premises as a Cruise Terminal including, but not limited to, the Kai Tak Cruise Terminal Ordinance (Cap. 627);
- (b) any Ordinances, regulations, by-laws and rules (if any) relating to the use and occupation of the Premises or any other act, deed, matter or thing done, permitted, suffered or omitted therein or thereon by the Tenant or any contractor, servant, agent, licensee, sub-tenant, officer, employee, visitor or invitee of the Tenant;
- (c) any Ordinance, regulations, by-laws and rules governing the control, regulation and operation of vessels in the waters of Hong Kong;
- (d) any Ordinances, regulations, by laws and rules governing the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment; and
- (e) not to use the Premises for any illegal, immoral or improper purposes or for any purposes that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security and the determination of the Landlord as to what constitutes the above purposes shall be final, binding and conclusive on the Tenant.

56.2 Governing law. This Agreement shall be governed by and construed and enforced in accordance with the

laws of the Hong Kong Special Administrative Region.

56.3 Dispute resolution.

- (a) Unless otherwise provided in this Agreement and in particular under Clauses 4.4(e), if any dispute or difference in respect of any matter under, arising from or relating to this Agreement (a “**Dispute**”), including any Dispute regarding the validity, breach or termination of any provision of this Agreement, shall arise between the parties, either party shall serve a notice in writing (a “**Dispute Notice**”) on the other party. Each Dispute Notice shall set out the nature and extent of the Dispute so notified. Either party may then request the Dispute be referred to mediation at the HKIAC and in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- (b) If neither party requests a Dispute be referred to mediation within ninety (90) days of the service of the relevant Dispute Notice, or if any mediation is abandoned by the mediator or is otherwise concluded without the Dispute being resolved, or if any mediation has not been concluded within ninety (90) days of the service of the relevant Dispute Notice, either party may, within one hundred and eighty (180) days of the service of the relevant Dispute Notice, give notice in writing to the other party of its intention to commence arbitration (a “**Notice of Intention to Commence Arbitration**”). Any Notice of Intention to Commence Arbitration shall identify the Dispute(s) in relation to which it is served, the relevant Dispute Notice(s) and, if applicable, any part of the relevant Dispute that may have ceased to be in dispute since service of the Dispute Notice.
- (c) Either party may submit and refer Disputes set out in any one or more Notice(s) of Intention to Commence Arbitration to the HKIAC for

final resolution by arbitration in accordance with the HKIAC Administered Arbitration Rules then in force, as the same may be modified by this clause. Nothing in this Agreement shall prevent any facts or matters being raised by way of set-off or counterclaim in any arbitration. The seat of arbitration shall be Hong Kong. The arbitration shall be conducted in Hong Kong save as otherwise may be agreed by the parties in writing. There shall be three arbitrators. The arbitration proceedings shall be conducted and recorded in English. The award of the arbitrators shall be final and binding on the parties. The cost of arbitration shall be borne by the parties in equal shares on an interim basis unless the arbitral tribunal shall order otherwise. Final disposition of costs shall be subject to the arbitral tribunal's discretion.

- (d) Each party shall continue to be bound by and perform its obligations pursuant to the terms and conditions of the Agreement notwithstanding any Dispute Notice or the commencement of mediation or arbitration.
- (e) If the said dispute or difference is not settled by mediation or arbitration according to Clause 56.3, a party may institute litigation in respect of the said dispute or difference. The parties hereto agree that the Courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

56.4 Process agent. The Tenant hereby irrevocably appoints [] as its agents to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process (including any notices and documents in mediation and arbitration proceedings) in Hong Kong. If for any reason the agents named above (or their successors) no longer serves as agents of the Tenant for this purpose, the Tenant shall promptly appoint successor agent(s) satisfactory to the Landlord, notify the Landlord and deliver to the Landlord a copy of

acceptance of appointment of the new process agent, provided that until the other parties receive such notification, they shall be entitled to treat the agent named above (or its said successor) as the agent of the Tenant for the purposes of this Clause 56.4. The Tenant agrees that any such legal process shall be sufficiently served on it if delivered to such agents for service at the abovementioned addresses or their addresses for the time being in Hong Kong whether or not such agents give notice thereof to the Landlord.

56.5 Confidentiality.

- (a) The Tenant undertakes to the Landlord that it shall at all times treat as strictly confidential, and shall at all times procure the Related Parties and their respective directors, officers, representatives, agents, employees and advisers treat as strictly confidential, all information (whether oral, graphic, written or in electronic form) which it receives or obtains as a result of entering into or performing this Agreement (the “**Confidential Information**”), including the existence, provisions and subject matter of this Agreement and information relating thereto and information relating to the negotiations and communications between the parties leading up to this Agreement.
- (b) The restrictions contained in Clause 56.5(a) shall not apply so as to prohibit disclosure or use of any information if and to the extent:
 - (i) the disclosure or use is required or requested by law or by any securities exchange or supervisory or regulatory or governmental body pursuant to rules to which the Tenant or its Holding Companies are subject;
 - (ii) the disclosure is made by the Tenant to its directors, officers, representatives, agents, employees or advisers for purposes relating to this Agreement on terms that (i) such directors, officers, representatives,

agents, employees or advisers are notified of the provisions of Clause 56.5(a) in respect of such information; and (ii) the recipient has entered into, or is subject to, obligation of confidentiality similar to those contained in the Clause;

- (iii) the information becomes publicly available (other than by a breach of this Agreement or any other obligation of confidence); or
- (iv) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement;

provided always that prior to disclosure or use of any information pursuant to Clause 56.5(b)(i), the Tenant shall promptly notify the other parties of such requirement and shall consult with the Landlord where lawful and feasible and give due consideration to their reasonable requirements before complying with such requirement.

- (c) The Tenant's obligations and restrictions under this Clause 56.5 shall take effect immediately on and from the date of this Agreement and shall continue to apply and bind the Tenant even if this Agreement shall have expired or for whatever reason be cancelled, rescinded or terminated.
- (d) If for whatever reasons there shall be any breach of this clause, then without prejudice to all the Landlord's rights and remedies, the Landlord shall be entitled to an injunction to prevent a breach and/or continued breach and/or any threatened breach of the Tenant's obligations and restrictions hereunder and to claim against the Tenant for any loss, damages, cost and expenses which the Landlord may incur or sustain as a result of such breach and/or threatened breach.

The Tenant shall indemnify the Landlord against all loss, damages, cost and expenses which the Landlord may incur or sustain as a result of such breach and/or threatened breach.

56.6 Force Majeure. The Landlord is neither in breach of any of its obligations under this Agreement nor liable for any delay or failure in performance of any of its obligations under this Agreement, to the extent that its performance is prevented, impeded or delayed by reason of casualties, acts of God (including, without limitation, typhoons, tornadoes, floods, earthquakes and other forms of inclement weather), acts of the public enemy, government embargo restrictions, labour strikes, or action or inaction on the part of public utilities or governmental, statutory, public or competent authority, epidemic or pandemic or public gatherings or public processions that are in contravention of the Public Order Ordinance (Cap. 245), any regulations made thereunder and any amending legislation.

56.7 Notice.

(a) Any notices, requests and other communications required or permitted hereunder shall be in writing and will be deemed to have been duly given only if delivered personally or mailed (first class postage prepaid or courier) or by email to the parties at the following addresses or email address:

(i) Landlord: 11/F, Hong Kong Li-Ning Building, 218 Electric Road, Fortress Hill, Hong Kong

[email address]

(ii) Tenant: []

(b) All such notices, requests and other communications will:

(i) if delivered personally to the address

as provided in this Clause 56.7, be deemed given upon delivery;

(ii) if delivered by mail or courier in the manner described above to the address as provided in this Clause 56.7, be deemed given three (3) working days after posting it; and

(iii) if sent by email to the email address as provided in this Clause 56.7, be deemed given at the time the email message is sent unless the sender receives an automated email message that the email was undeliverable.

(c) Any party may from time to time change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other party in accordance with this Clause 56.7.

56.8 Severability. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

56.9 Specific performance. The Tenant acknowledges and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Landlord shall be entitled to preliminary relief to prevent or cure breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which it may be entitled by law or equity.

56.10 Waiver.

- (a) Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by the party waiving such term or condition.
- (b) No waiver by a party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.
- (c) The acceptance by the Landlord of Rent, Air Conditioning Charges, rates or any other sums payable hereunder shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant.

56.11 Rights and remedies cumulative.

- (a) Each and all of the various rights, powers and remedies of a party will be considered to be cumulative with and in addition to any other rights, powers and remedies which such party may have to seek at law or in equity in the event of the breach of any of the terms of this Agreement.
- (b) The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such party.

56.12 Entire agreement. This Agreement contains the entire agreement between the parties with respect to the matters covered hereby and supersede any and all other prior written or oral communications, negotiations, commitments, writings, representations and warranties between the parties with respect thereto. Save and except any representation and warranty of the Landlord expressly stipulated in this Agreement, no representation and warranty (whether

relating to the condition of the Premises or any other part of the Cruise Terminal) is given by the Landlord (whether expressed or implied). Each party, acknowledges that in entering into this Agreement, it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this Clause 56.12 shall limit or exclude any liability for fraud.

56.13 Final, binding and conclusive. Under this Agreement, the Landlord's decision, determination or calculation of certain matters is final or binding or conclusive and under this Agreement certain matters are subject to the Landlord's discretion. The Tenant hereby expressly acknowledges and agrees that:

- (a) such arrangement is reasonable, appropriate and acceptable as, inter alia, the arrangement will avoid uncertainties and disputes and will facilitate the smooth operation of the Cruise Terminal to the benefit of both parties;
- (b) such arrangement shall be valid and enforceable at all times; and
- (c) the Landlord's decision, determination or calculation shall be final, binding and conclusive and the relevant matter shall not be subject to Clause 56.3.

56.14 Counterpart. This Agreement may be executed in any number of counterparts, all of which shall be deemed an original, but all of which together will constitute one and the same instrument.

56.15 Legal cost and stamp duty. Each party shall pay its own legal costs for the preparation or approval of this Agreement. The Tenant shall bear the adjudication fee and 50 percent (50%) of the stamp duty (if any) payable on this Agreement and its counterpart. Section 42(2) of the Stamp Duty Ordinance (Cap. 117) shall be deemed to be incorporated herein.

56.16 Landlord's works and approval. That where in this Agreement, it is provided that:

- (a) the Landlord or its duly authorised 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 pay or repay to the Landlord or its duly authorised officer on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by its duly authorised officers.
- (b) where prior approval of the Landlord or its duly authorised officers is required, they may give the approval on such terms and conditions as they see fit or refuse it at their absolute discretion.
- (c) it is the obligation of the Landlord to carry out works of any description on the Premises or any part thereof or outside the Premises, the Tenant shall, at the discretion of the Landlord take up and carry out such works as may be entrusted by the Landlord if the Landlord takes the view that the Tenant is the best and appropriate party to carry out such works and if coordination amongst the Tenant, sub-tenants, maintenance contractors, Government departments, etc. is required to iron out the interface. The Landlord shall reimburse the Tenant for the reasonable cost of such works provided that the Tenant's estimate of such costs shall first have been submitted to the Landlord for the Landlord's prior approval.

56.17 Continuance of provisions. The provisions of Clauses 4.5, 7.2(e), 43.4(b) and 56.5 shall continue to apply even after the expiration or early termination of this Agreement. The Landlord shall hold the Deposit to secure the due observance and performance by the Tenant of the covenants under Clauses 7.2(e) and 43.4(b).

56.18 Rights of Third Parties.

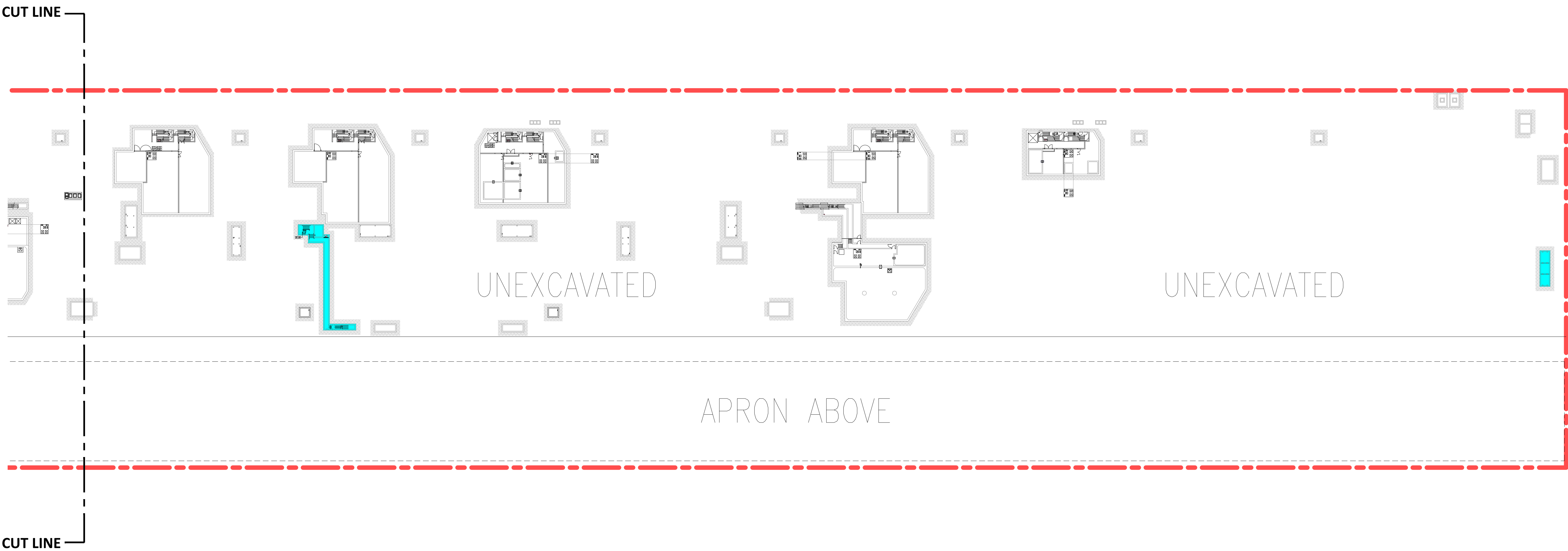
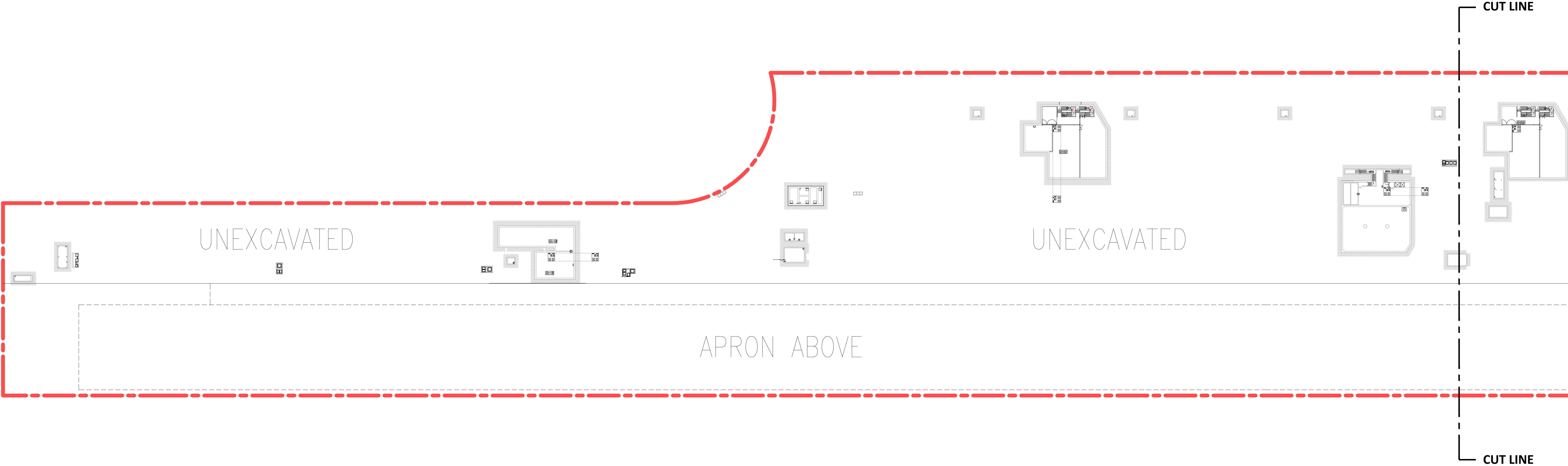
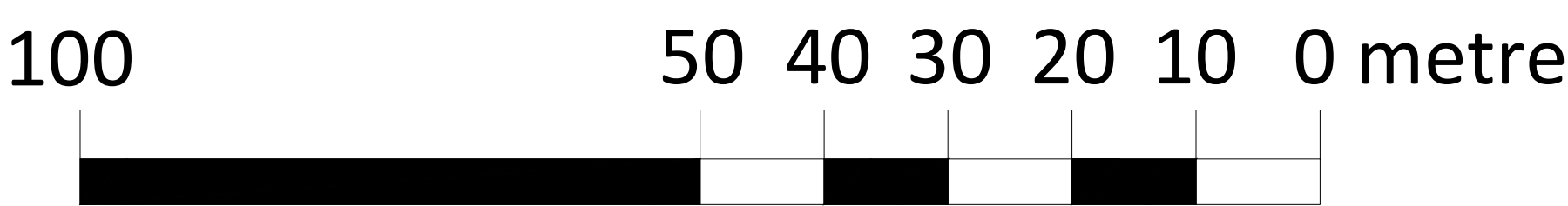
- (a) A person who is not a party to this Agreement (“Third Party”) shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (“TPO”) to enforce or to enjoy the benefit of any term or condition of this Agreement.
- (b) No consent from any Third Party shall be required to rescind or vary this Agreement at any time.
- (c) The provisions of this Clause 56.18 shall apply as from the commencement date of the TPO. For the avoidance of doubt, the TPO shall not apply to this Agreement, nor to any document supplemental thereto that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this Clause 56.18 shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the TPO.

IN WITNESS whereof the Commissioner for Tourism being duly authorised by the Chief Executive so to do has executed this Agreement for and on behalf of the Chief Executive by setting his hand and seal and the Tenant by affixing its common seal hereunto the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the Commissioner for Tourism for)
on and on behalf of the Chief)
Executive of the Hong Kong)
Special Administrative Region in)
the presence of:)
)

SEALED with the COMMON SEAL of)
and)
SIGNED by)
)
)
in the presence of:)

SEALED with the COMMON SEAL of)
and SIGNED by)
)
)
in the presence of:)



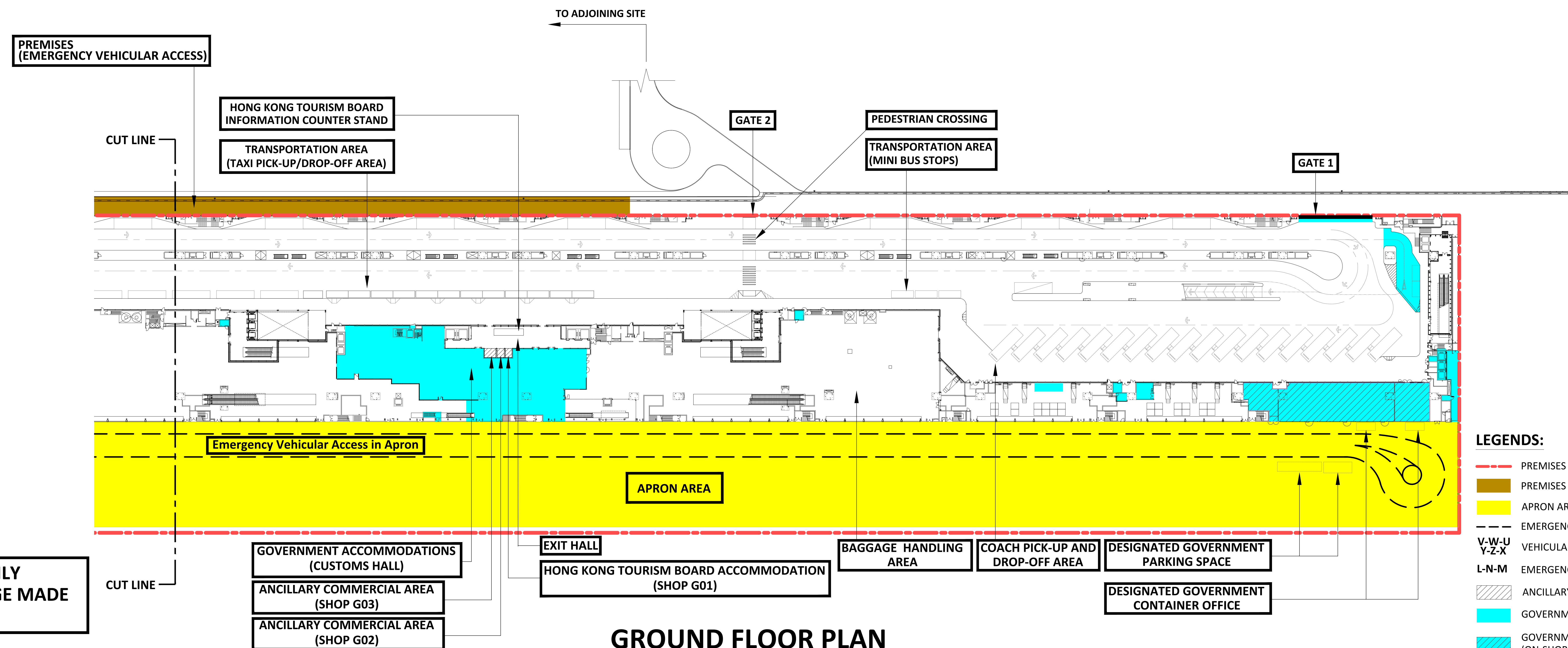
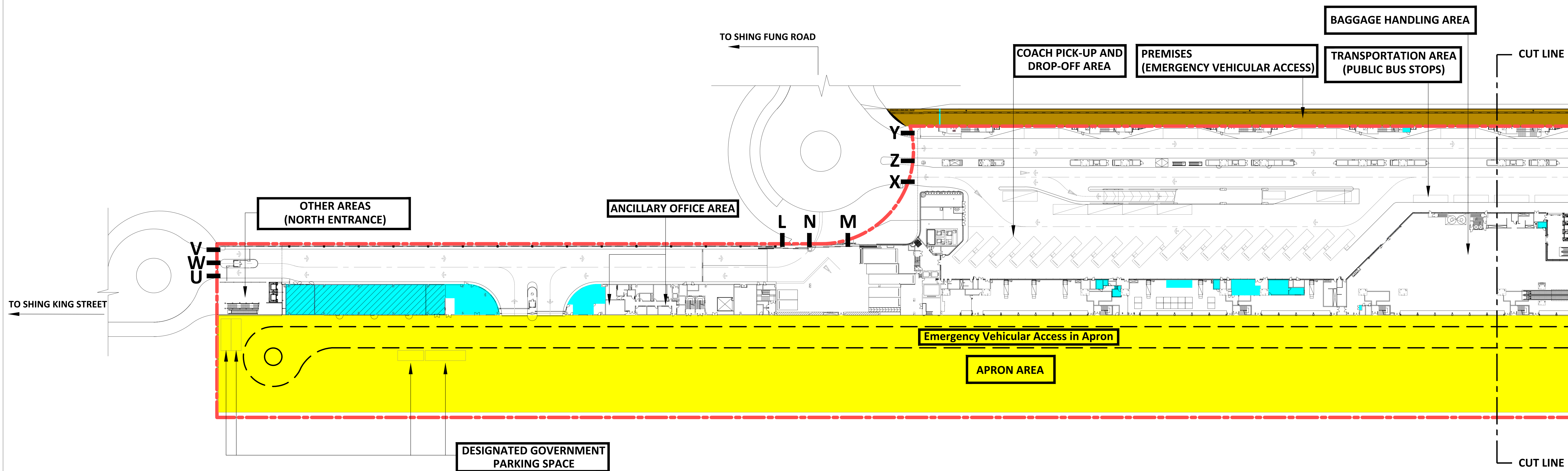
FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD

- LEGENDS:
- PREMISES BOUNDARY
 - GOVERNMENT ACCOMMODATIONS

UNDERGROUND FLOOR PLAN

--	--	--	--	--	--










ANNEX I

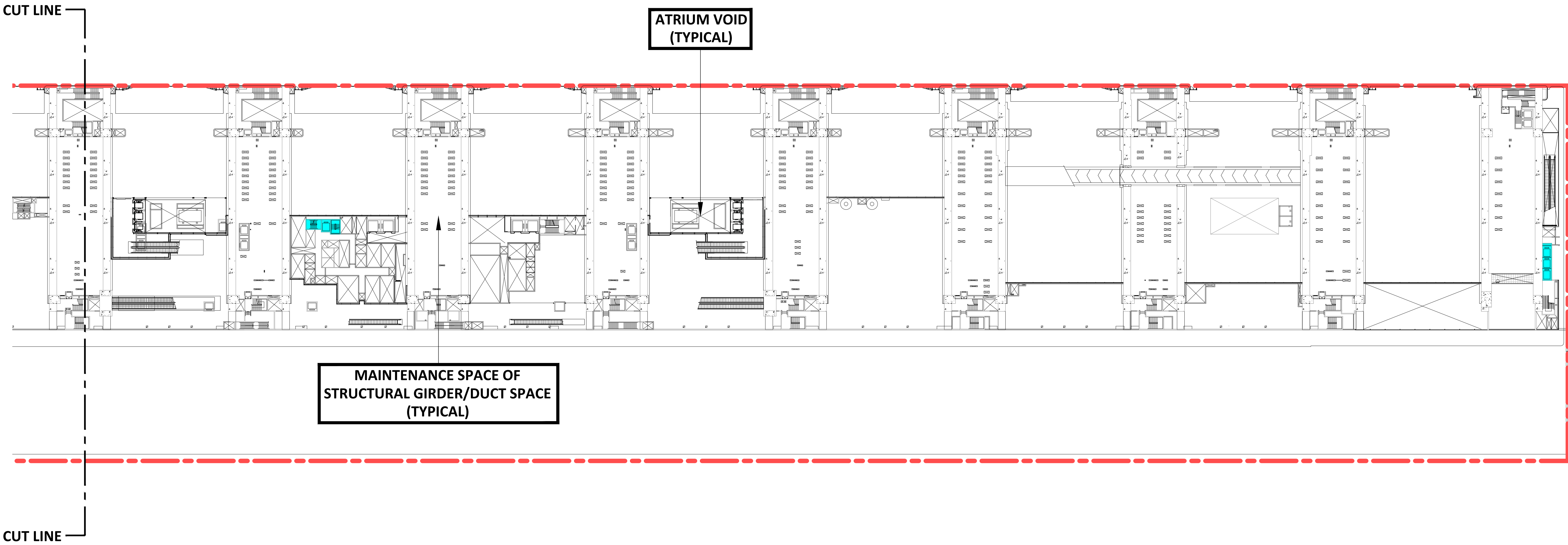
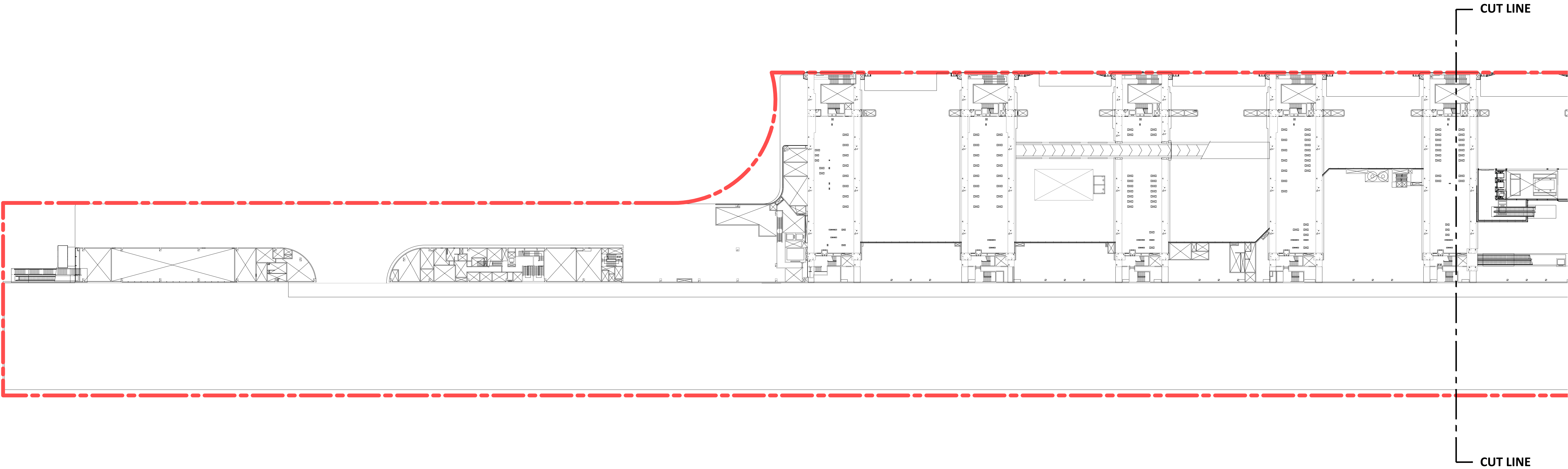
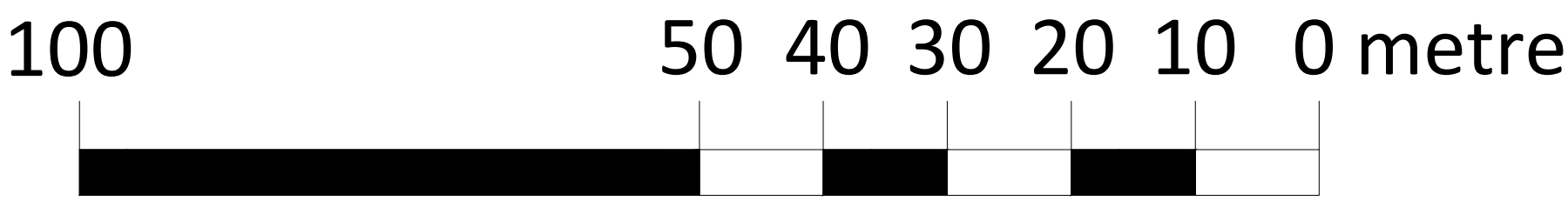


**FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD**

GROUND FLOOR PLAN

LEGENDS:

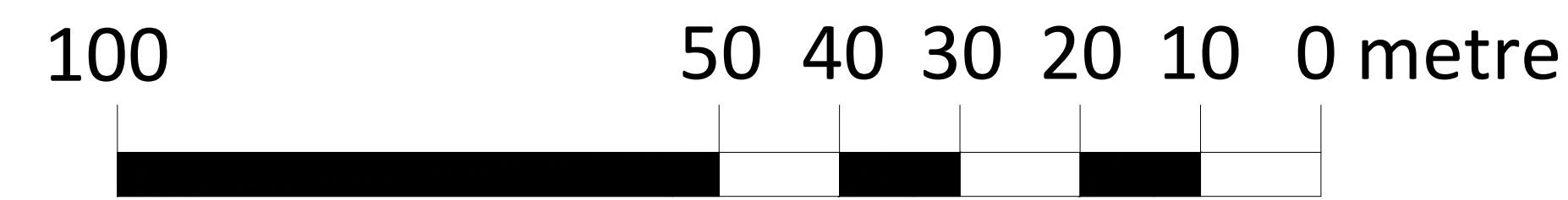
- | | |
|---|--|
|  | PREMISES BOUNDARY |
|  | PREMISES (EMERGENCY VEHICULAR ACCESS) |
|  | APRON AREA |
|  | EMERGENCY VEHICULAR ACCESS IN APRON |
|  | VEHICULAR ACCESS POINT |
|  | EMERGENCY ACCESS |
|  | ANCILLARY COMMERCIAL AREA |
|  | GOVERNMENT ACCOMMODATIONS |
|  | GOVERNMENT ACCOMMODATIONS
(ON-SHORE POWER SUPPLY PLANT ROOMS) |



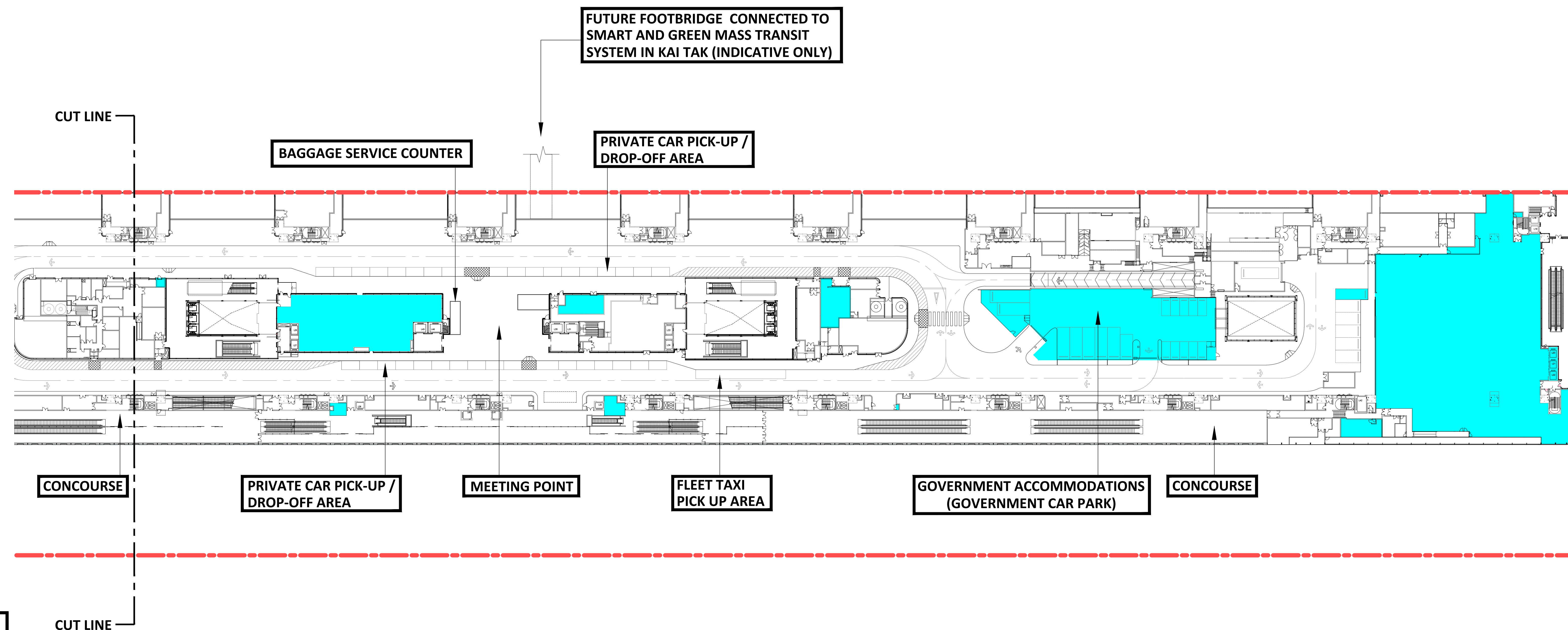
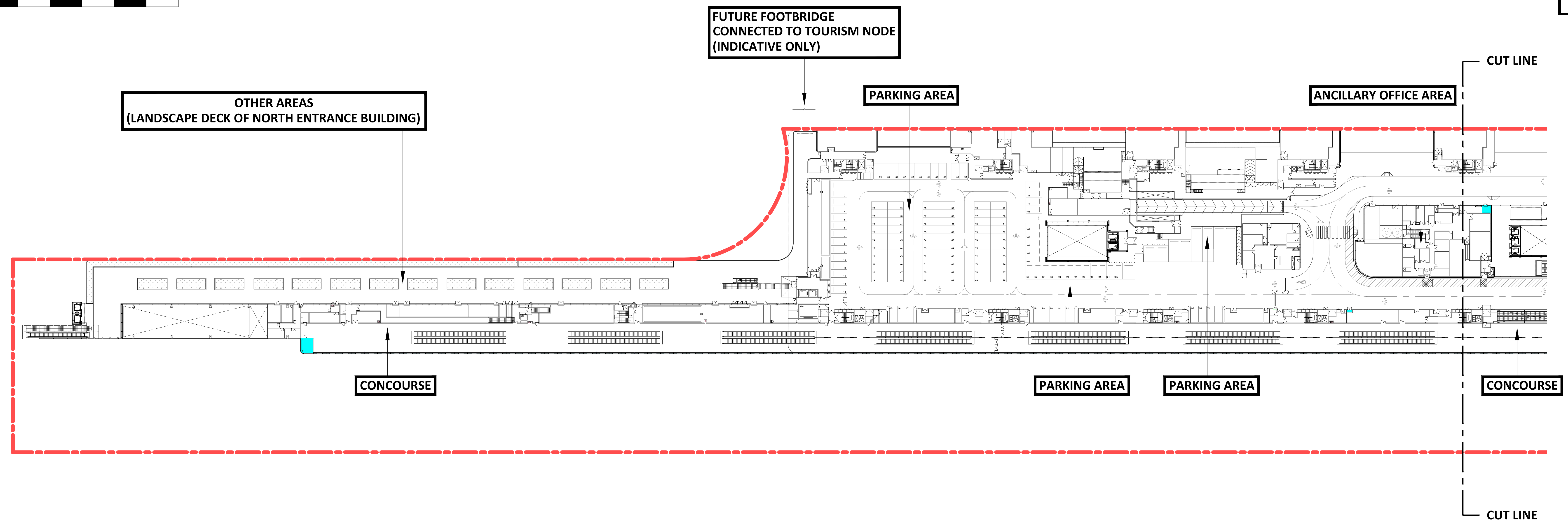
FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD

UPPER GROUND FLOOR PLAN

- LEGENDS:**
- PREMISES BOUNDARY
 - GOVERNMENT ACCOMMODATIONS



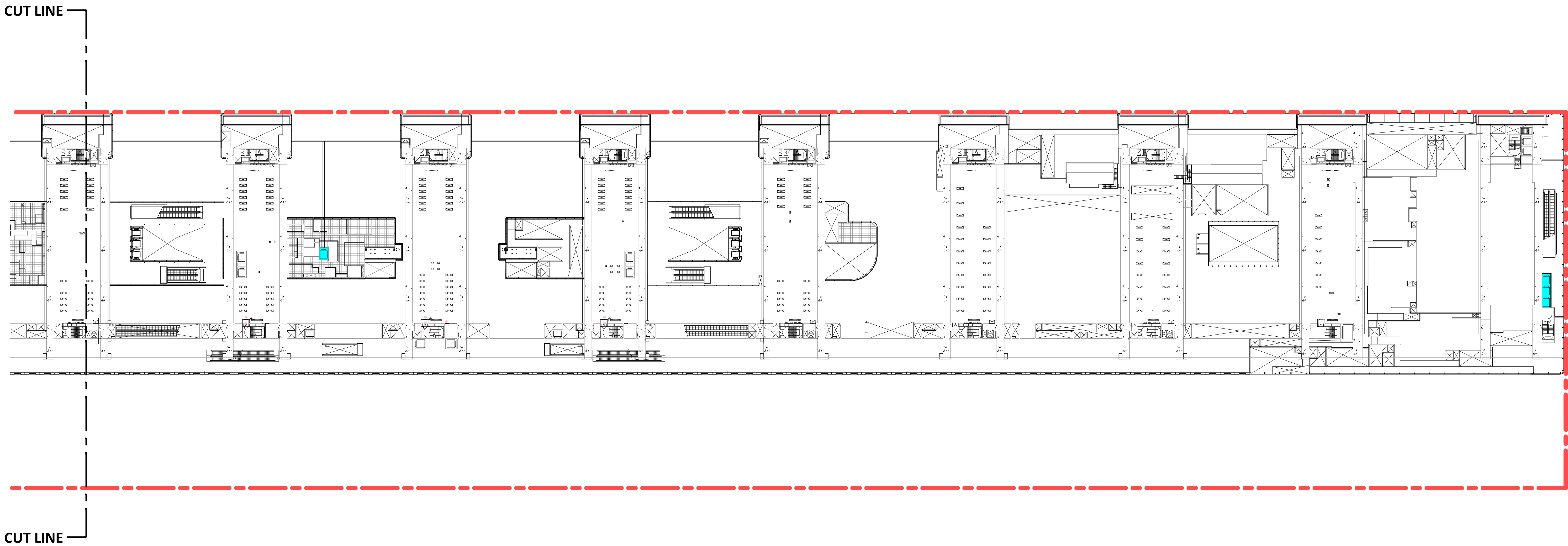
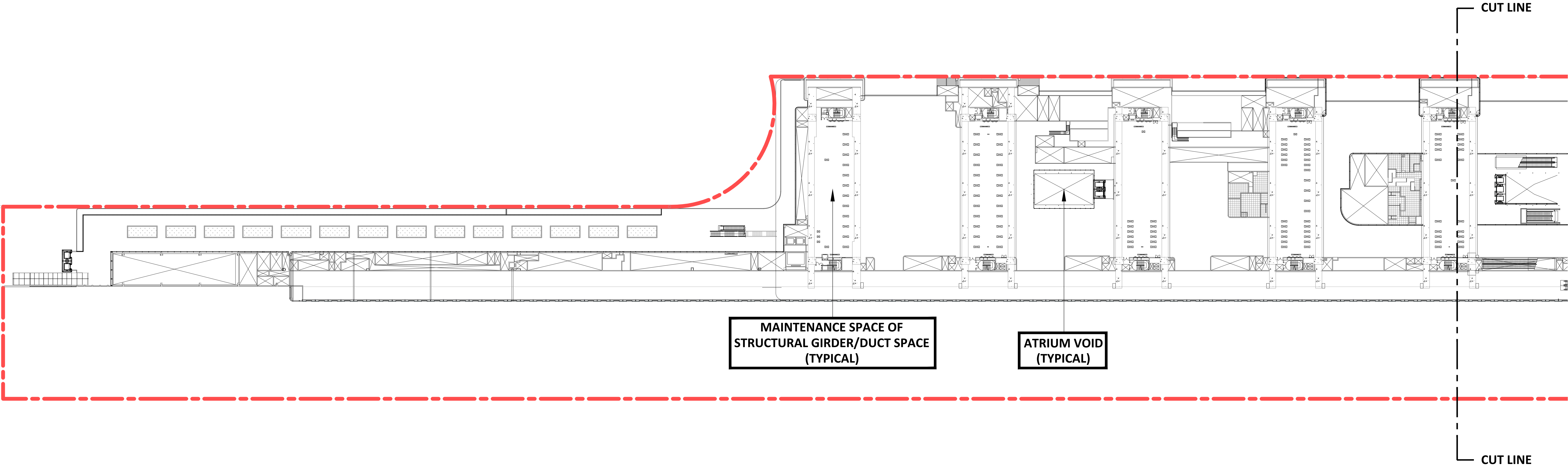
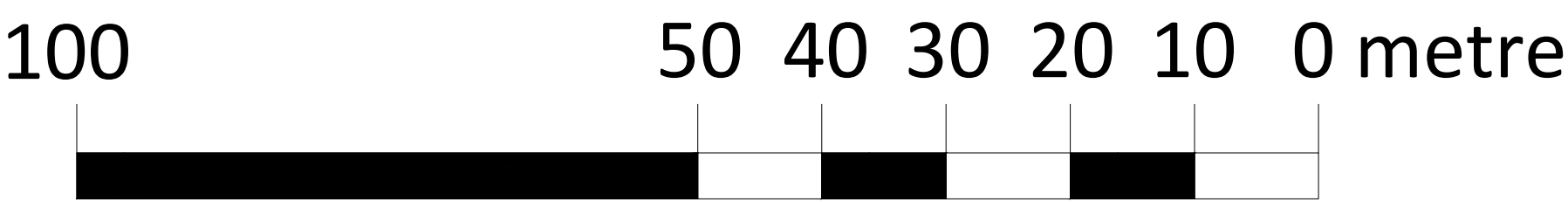
ANNEX I



FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD

- LEGENDS:
- PREMISES BOUNDARY
 - GOVERNMENT ACCOMMODATIONS

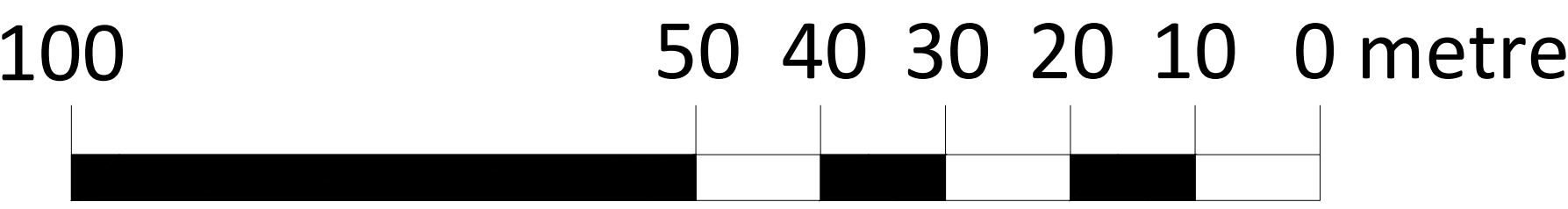
FIRST FLOOR PLAN



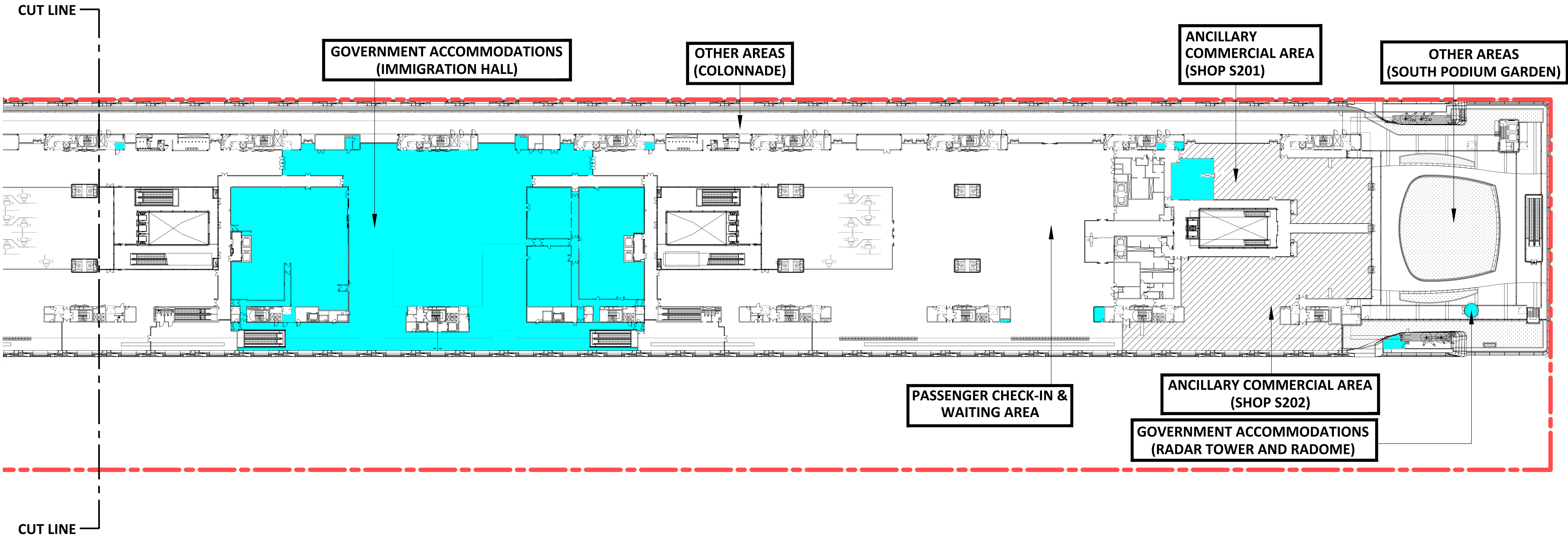
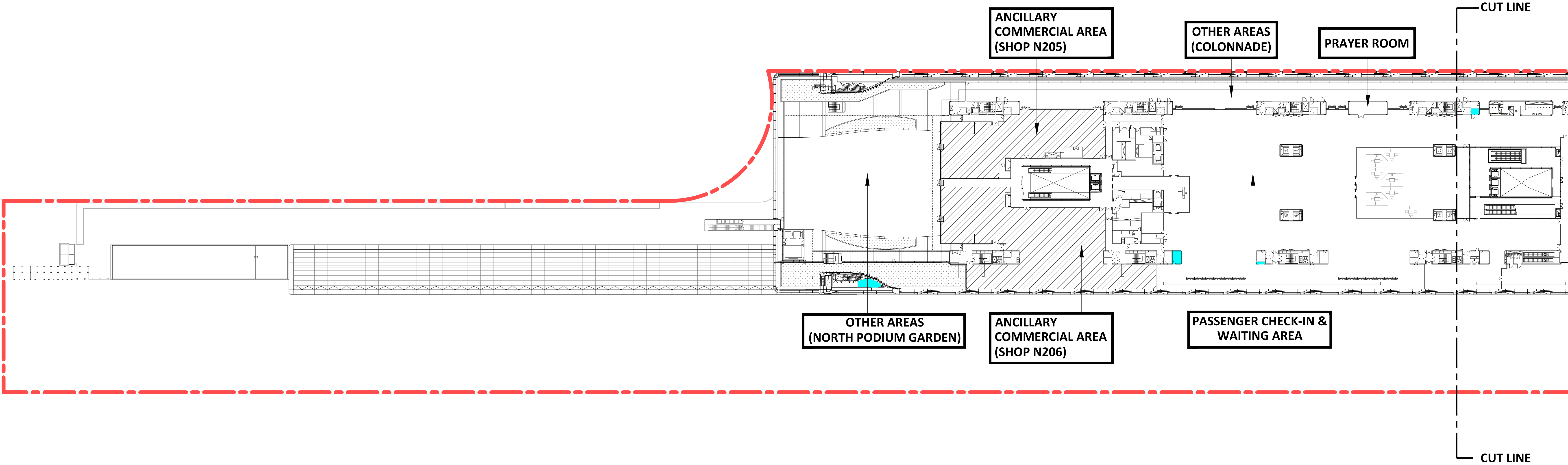
FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD

UPPER FIRST FLOOR PLAN

- LEGENDS:
- PREMISES BOUNDARY
 - GOVERNMENT ACCOMMODATIONS



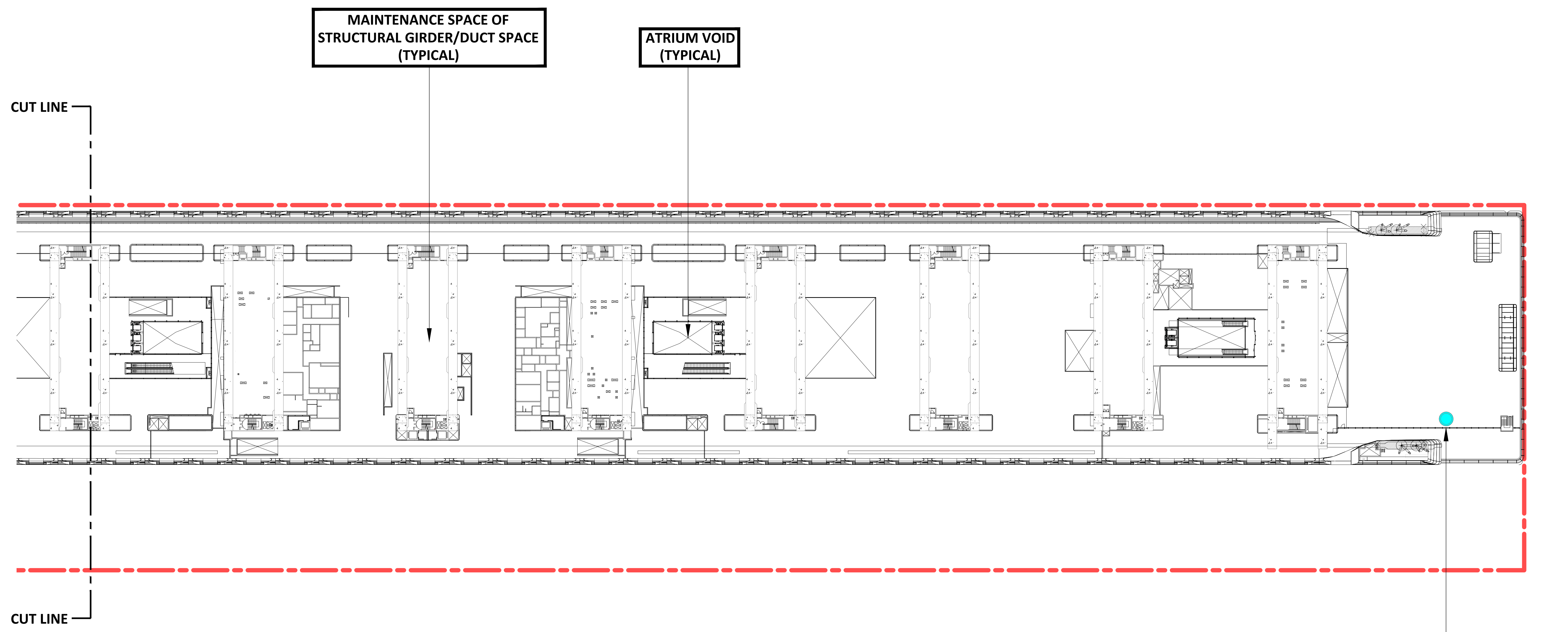
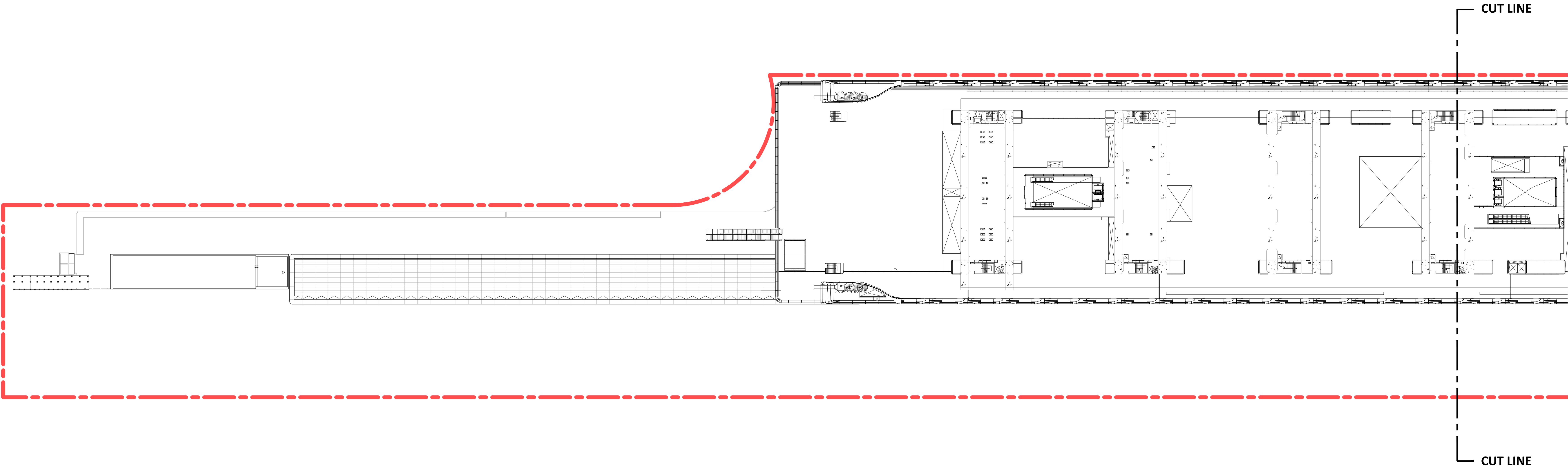
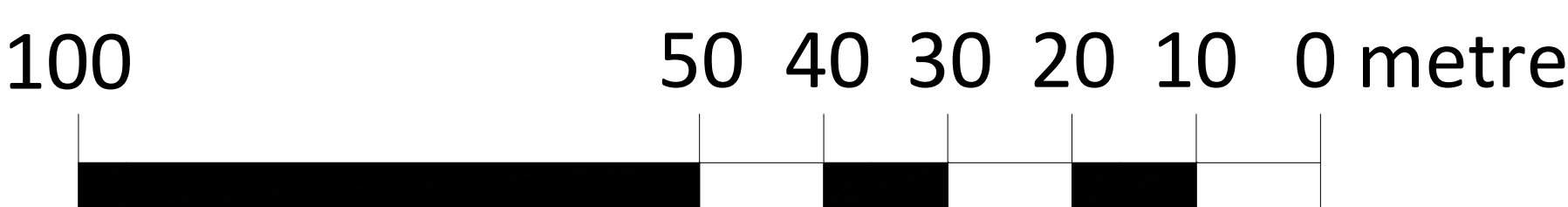
ANNEX I



FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD

- LEGENDS:
- PREMISES BOUNDARY
 - ANCILLARY COMMERCIAL AREA
 - GOVERNMENT ACCOMMODATIONS

SECOND FLOOR PLAN



MAINTENANCE SPACE OF
STRUCTURAL GIRDER/DUCT SPACE
(TYPICAL)

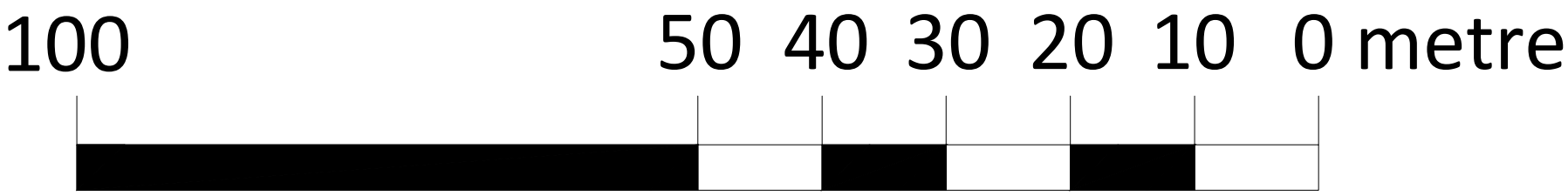
ATRIUM VOID
(TYPICAL)

FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD

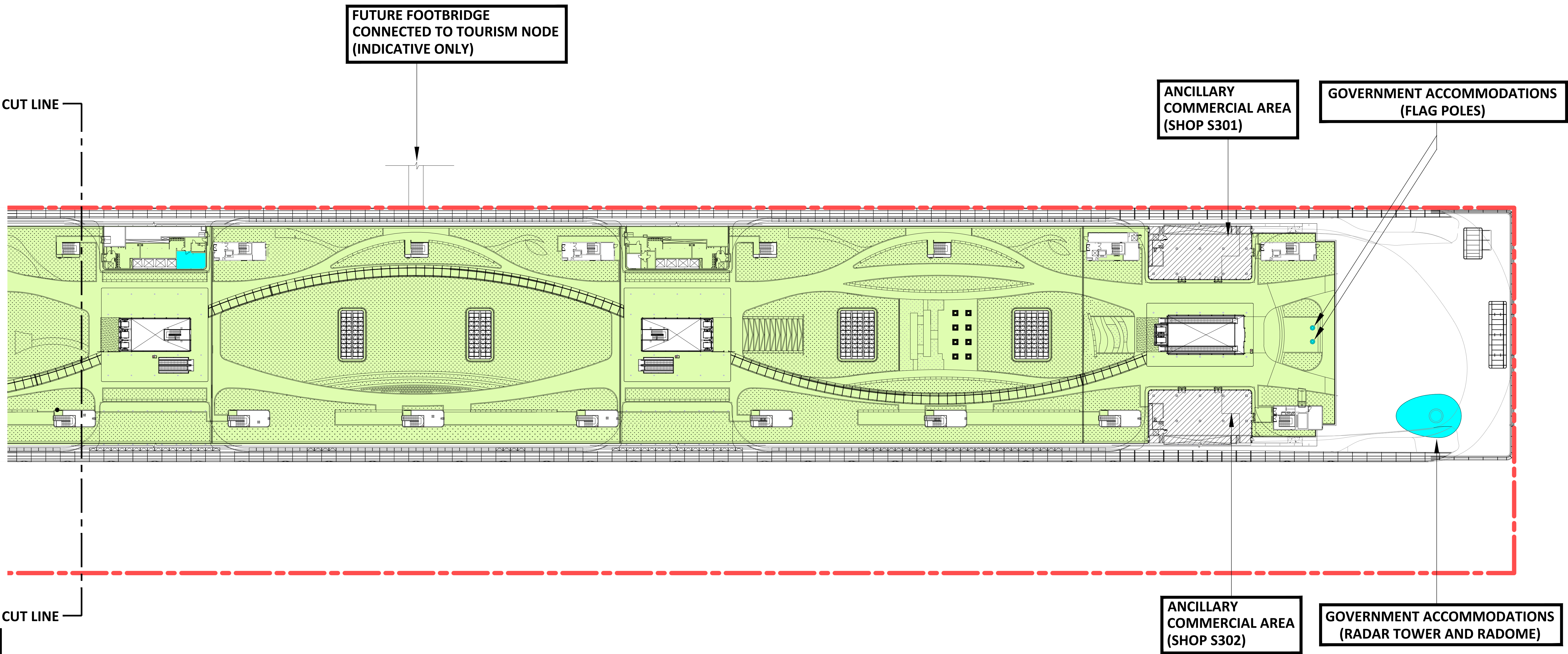
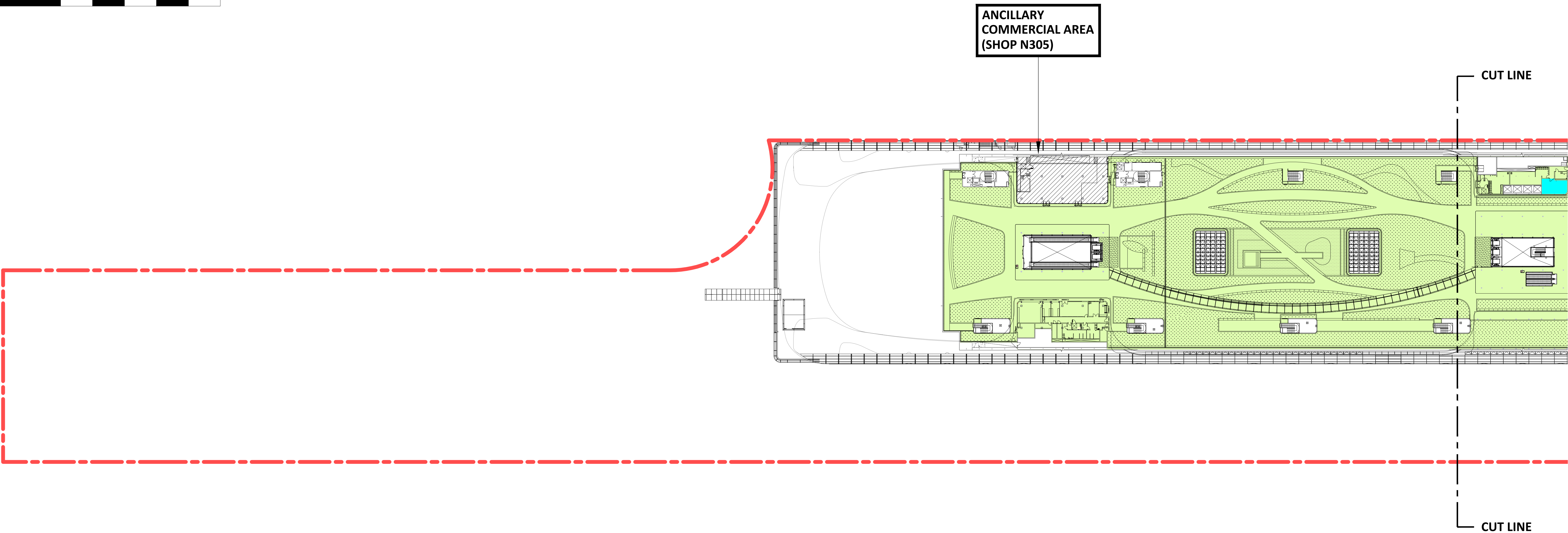
GOVERNMENT ACCOMMODATIONS
(RADAR TOWER AND RADOME)

- LEGENDS:**
- PREMISES BOUNDARY
 - GOVERNMENT ACCOMMODATIONS

UPPER SECOND FLOOR PLAN



ANNEX I



FOR REFERENCE ONLY
SUBJECT TO CHANGE MADE
BY LANDLORD

- LEGENDS:**
- PREMISES BOUNDARY
 - ANCILLARY COMMERCIAL AREA
 - GOVERNMENT ACCOMMODATIONS
 - KAI TAK CRUISE TERMINAL PARK

ROOF PLAN

Basic Design Parameters of Cruise Terminal

I	Cruise Terminal	
(a)	Number of Berths	2
(b)	Length of Apron Area	850 metres
(c)	Water Depth	12 metres to 13 metres for dredging (Please refer to Plan at Annex X for details)
(d)	Air draft restriction	Nil
(e)	Custom, Immigration and health quarantine operation	To clear 3,000 passengers per hour
II	Cruise Vessel that can berth at Cruise Terminal	
(a)	Displacement Tonnage	110,000
(b)	Gross Tonnage	220,000
(c)	Length Overall	360 metres

Schedule of the Premises
(Subject to change made by the Landlord)

(a) Premises outside Cruise Terminal Building

Item	Approximate Dimensions
Apron Area	35 m (width) x 850 m (length)*
Emergency Vehicular Access	6 m (width) x 350 m (length)

* Part of the Apron Area, as shown on the layout plan for ground floor at Annex I, are designated as an emergency vehicular access to Cruise Terminal Building, parking spaces and container offices occupied by various Government departments

(b) Premises within Cruise Terminal Building

Items	Approximate Floor Area
Terminal Operation Area	30,685 m²
Ancillary Commercial Area	5,600 m²
Ancillary Office Area	843 m²
Transportation Area	50,215 m²
Parking Area	4,795 m²

Items	Approximate Floor Area
Other Areas	58,065 m²
	150,203 m²

The Tenant may propose changes to the Floor Area of the above areas of the Premises within the Cruise Terminal Building but such proposal shall be subject to the prior approval of (i) the relevant Government departments and compliance with relevant legislation, ordinances and regulations and (ii) the Landlord (which approval the Landlord may give or withhold at its sole discretion).

- (c) **Kai Tak Cruise Terminal Park** (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5)

Items	Approximate Floor Area
Kai Tak Cruise Terminal Park	23,000 m²

Landlord's Provisions
(Subject to change made by Landlord)

	Item	Description	Quantity
(I)	Apron Area		
(a)	On-shore sewage collection system	The system comprises an on-shore sewage pumping station complete with sewer, valves, manholes, etc for collection of sewage from the berthing vessels.	1 lot
(b)	On-shore fresh water supply system	The system comprises a network of water pipes, valves and accessories for supplying fresh water to the berthing vessels.	1 lot
(c)	Low voltage power supply system	The system comprises 2 sets of low voltage switchboards complete with power cables and accessories for supplying electricity at 8 underground electric service pits in Apron Area.	1 lot
(d)	Seaport passenger boarding bridges	Movable seaport passenger boarding bridge connecting the Cruise Terminal Building to the berthing vessels for passenger embarkation and disembarkation.	5

	Item	Description	Quantity
(e)	On-shore fire services installations	The system comprises a 250 m ³ underground water tank and pumping station, 9 number of street hydrants complete with water pipes, valves and accessories for supplying fresh water for fire fighting on Apron Area.	1 lot
(f)	Apron lighting system	The system comprises a floodlighting system and a street lighting system for providing general lighting to the Apron Area.	1 lot
(g)	Piled quay deck structure inclusive of paving, trunk/branch troughs, covers mooring bollards, fender panel system, navigation lights		1 lot
(II)	Premises within Cruise Terminal Building		
(a)	Magnetometers (Gate type)	The equipment serve to detect concealed metallic objects for security screening.	15
(b)	Shipping schedule indicator System#	The systems provide video information including but not limited to shipping schedules inside the Cruise Terminal Building.	4 LED display panels and 1 lot LCD monitors
(c)	Baggage X ray scanner at security area of waiting halls	The equipment serve to examine passengers' hand-carried baggages for security screening.	2 for bigger baggages 13 for smaller baggages

	Item	Description	Quantity
(d)	Baggage X ray scanner at baggage halls	The equipment serve to examine passengers' checked-in baggage for security screening.	11 for bigger baggages 2 for smaller baggages
(e)	Baggage handling equipment	The device serves to facilitate transport of baggage using gravity rollers.	13
(f)	Central control monitoring systems	The systems provide control terminal and display at Primary Security Operations Centre and Secondary Security Operations Centre for central control and monitoring of systems on lighting and air conditioning and for the status of fire services equipment.	1 lot
(g)	Public address system#	The system serves to make audio announcement at selected areas within the Cruise Terminal Building.	1 lot
(h)	Access control system (including card readers system, intercom system, drop-arm barrier, watchman patrol system)	The system consists of card readers system, door locks, intercom system, drop arm barrier and watchman patrol system. It serves to allow control on the entry and exit at specific locations of the Cruise Terminal for security purpose.	1 lot

	Item	Description	Quantity
(i)	Closed circuit television system (CCTV cameras and monitors), uninterrupted power supply system	The system serves to allow real-time surveillance and image recording on selected areas within the Cruise Terminal.	1
(j)	Wireless communication system between cruise vessel and Cruise Terminal Building (including base station and antenna, and audio recording system)	The vessel / building system serves to allow wireless communication between the cruise vessel and the Tenant via radio. Another radio system allows designated personnel to communicate within the Cruise Terminal.	1 lot
(k)	Wireless communication system within Cruise Terminal Building	The radio system allows designated personnel to communicate within the Cruise Terminal.	1 lot
(l)	Private Automatic Branch Exchange (PABX) system	The PABX system allows occupants of the Cruise Terminal Building to make internal / external telephone calls.	1 lot
(m)	Data communication system (IT configuration between IT room and check in area, IT configuration between IT room and concourse) with associated cabling and networking	The data communication system is the basic cabling for the wired computer network to be installed by the Tenant.	1 lot
(n)	Parking related system	The system serves to control the access to the carpark and to facilitate the calculation and logging of parking fees.	1 lot

	Item	Description	Quantity
(o)	Escalators		32
(p)	Elevators		46
(q)	Travelators		18
(r)	Charging Facilities for electric vehicles		36
(s)	Video Wall#	[Refer to requirements in Appendix to Annex IV]	1
(t)	Communal Aerial Broadcasting Distribution (CABD) System		1 lot
(v)	Movable LED display panels#	The equipment serves to display transport and terminal information for passengers.	20
(w)	Virtual service ambassador panels#	The equipment serves to provide Cruise Terminal and local sightseeing information to visitors.	3
(x)	Automatic Irrigation Systems	The system serves to irrigate the vegetated planters at South and North Podium Gardens and Landscape Deck of North Entrance.	1 lot
(III)	Furniture		
(a)	Check-in counters		100

	Item	Description	Quantity
(b)	Seating at waiting / check-in areas / Meeting Point on First Floor		3,926
(c)	Movable partitions		1 lot
(d)	Security booths		3
(IV)	Emergency Vehicular Access		
(a)	Lighting system		1 lot

The Tenant shall comply with all instructions and directions given by the Landlord relating to the use of these items, including the content to be displayed or announced.

	Item	Description	Quantity
(V)	Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5)		
(a)	Drinking Machines		3
(b)	Water Feature Systems		2
(c)	Automatic Irrigation Systems	The system serves to irrigate the vegetated planters at the park.	1 lot

Appendix to Annex IV (Landlord's Provisions)

Video Wall

1.1 Management and operation.

- (a) The Tenant shall take up the video wall installed by the Landlord on the external wall of the Cruise Terminal Building and/ or upgrade the video wall and at its own cost and expense manage, operate and maintain or upgrade the video wall in all respects to the satisfaction of the Landlord.
- (b) The Landlord shall be entitled to impose conditions including the conditions as listed in Paragraph 1.12 below and such other conditions at its sole discretion from time to time and the Tenant shall forthwith comply with such conditions.

1.2 Repair and maintenance. The Tenant shall at its own cost and expense repair, keep and maintain the video wall (including the supporting structure) in good clean working order and deliver up the same to the Landlord at the expiration or early termination of this Agreement in the like condition.

1.3 Contractor. The Tenant shall engage contractor to undertake routine maintenance of the video wall on a regular basis and to execute repair and remedial work to the video wall in order to ensure all parts of the video wall are safe and fit for display and advertisement at all times throughout the Term.

1.4 Report. The Tenant shall report the condition of the video wall, and any repair and maintenance that would

be required, in the annual operation and maintenance report required under Clause 11.8.

- 1.5 Replacement of equipment and upgrading the video wall. When any part or equipment of the video wall or the whole video wall needs to be replaced, the Tenant shall do so at its own cost and expense after obtaining the prior written approval of the Landlord. For the replacement of the whole video wall, the Tenant shall ensure that the performance of the new video wall shall be equivalent to, or better than, the existing model.
- 1.6 Costs. The Tenant shall pay and discharge all outgoings and expenditure whatsoever which may be incurred by the Tenant in connection with the video wall.
- 1.7 Approval of proposals. If the Tenant is desirous of using the video wall for the display of advertisements and signs, it shall obtain the Landlord's prior written approval and submit details of its proposals, including the contents of the advertisement and advertising income generated from the proposal.
- 1.8 Acceptance of advertising air-time. The Tenant shall not open and accept booking of advertising air-time of the video wall for the period after the expiry of the Term. The Tenant shall indemnify and keep the Landlord indemnified against any loss and liabilities arising from or incidental to the breach of this Annex.
- 1.9 Cessation of display. If the Landlord considers that any advertisement or sign displayed on the video wall is likely to contravene any statutory enactments or regulations, the Landlord shall be entitled to require the Tenant to cease displaying such advertisement or sign

on the video wall. The Tenant and its advertising agent(s) or advertiser(s) shall not make any claims for compensation of whatsoever nature against the Landlord.

- 1.10 Allocation of air-time to the Landlord. If so required by the Landlord, the Tenant shall at its own cost and expense allocate air-time (as specified by the Landlord in a written notice) of the video wall to the Landlord for promotion of Hong Kong tourism and Government's events and activities without payment of any fee in any form whatsoever. No rent abatement or compensation whatsoever will be payable.

The Tenant shall not in any circumstances be entitled to any abatement of Rent, Air Conditioning Charges, rates or other charges payable under this Agreement nor to claim against the Landlord or to raise any objection or make any complaints in respect of the exercise of right by the Landlord mentioned herein.

- 1.11 Cessation of use of video wall. For the avoidance of doubt, the use of the video wall shall absolutely cease on the same date of expiration or early termination of this Agreement. The Tenant shall be solely liable for any claim for cessation of the use of video wall and shall indemnify the Landlord against any liability incurred by the Landlord to any third party.

- 1.12 Conditions of Operating the Video Wall.

- (a) The Tenant shall at its own cost and expense operate and maintain the video wall for the display of advertisements thereon and provide the power supply system thereto; and thereafter maintain and keep at the Tenant's

own cost and expense the same and all display and advertising fixtures, fittings, materials and other articles and things associated therewith at all times in good condition and repair, and in a clean, tidy and attractive condition all to the satisfaction of the Landlord.

- (b) There shall be no sound generated from the video wall except with the prior written approval of the Landlord.
- (c) The Tenant shall obtain all necessary licences and permits as may be required for the operation and maintenance of the video wall.
- (d) The Tenant shall indemnify and keep indemnified the Landlord against any and all claims, actions and liabilities for violation or infringement of any patent, copyright or trade mark arising out of or by reason of the display of advertisement on the video wall whether or not the same may have been previously approved by the Landlord under this Agreement.
- (e) The security of the video wall system shall be the sole responsibility of the Tenant.

**Items to be provided and maintained by the Tenant
(Indicative list)**

	Item
(a)	Forklifts
(b)	Forklift charging facilities
(c)	Stanchion
(d)	Baggage Trolleys
(e)	Baggage Cages
(f)	Trash Bins
(g)	Mobile Lighting
(h)	Walkie Talkie and Chargers
(i)	Telephone Handsets
(j)	Office furniture/equipment/computers/servers
(k)	Emergency equipment in times of inclement weather (e.g. sandbags, flood boards and pumps)
(l)	Mechanical handling and lifting machines and elevating work platforms

Annex VI(1)

(To contain successful tenderer's proposal)

Operation and Contingency Plan

Annex VI(2)

(To contain successful tenderer's proposal)

Organisation, Supervision, Resources and Maintenance Plan

Annex VI(3)

(To contain successful tenderer's proposal)

Quality Assurance and Compliance Plan

Annex VI(4)

(To contain successful tenderer's proposal)

Transition Plan

Annex VI(5)

(To contain successful tenderer's proposal)

Marketing Plan

Annex VI(6)

(To contain successful tenderer's proposal)

Accepted Innovative Suggestions

Annex VI(7)

[Figures in Columns (C) and (D) in the table at paragraph 1 below shall be filled in with the Successful Tenderer's submission in Appendix K(I) – Part B of the Terms of Tender]

Key Performance Indicators (“KPIs”)

1. The Tenant undertakes to meet the KPIs specified in the table below for each Contract Year –

(A) <u>KPI Description</u>	(B) <u>Baseline of KPI</u>	(C) <u>Tenderer's Top-up</u>	(D) <u>KPI</u> = (B) + (C)
Minimum number of Ship Calls	85 (B1)	(C1)	(D1)
Minimum number of Non-Cruise Related Events	13 (B2)	(C2)	(D2)
Minimum number of visitors of Non-Cruise Related Events	6,500 (B3)	(C3)	(D3)
Minimum occupancy rate of Ancillary Commercial Area	60% (B4)	% (C4)	% (D4)

Notes relating to minimum number of Ship Calls

- (a) For the avoidance of doubt, for a cruise ship with berthing period spanning across two Contract Years, one call will be counted in the Contract Year in which the cruise ship arrives at the Cruise Terminal. One call will be counted on each occasion the cruise ship arrives, regardless of the number of days of berthing or the type of Ship Call.
- (b) Only cruise ships will be counted. The Landlord shall have the sole discretion to decide what constitute a cruise ship and whether a call should be counted or not.

Notes relating to minimum number of Non-Cruise Related Events

- (c) Only such Non-Cruise Related Event(s) which has commenced (counting from the first day of the event which shall exclude the days required for setting-up and preparation) within the relevant Contract Year would be recognised as one (1) Non-Cruise Related Event of such Contract Year. For the avoidance of doubt, in the case where a Non-Cruise Related Event has been held for a continuous period which spans more than one Contract Year, only one (1) Non-Cruise Related Event would be recognised for the Contract Year during which such event has commenced.

- (d) Each Non-Cruise Related Event will be recognised as one (1) Non-Cruise Related Event regardless of the number of days for which such event lasted provided that the event satisfies the criteria and comes within the definition of “Non-Cruise Related Event” under Clause 1.1(ccc) of this Agreement.
- (e) The Landlord shall have the sole discretion to determine whether an event constitutes a Non-Cruise Related Event.

Notes relating to minimum number of visitors of Non-Cruise Related Events

- (f) Number of visitors of Non-Cruise Related Events achieved in a Contract Year refers to the total number of visitors brought by the Non-Cruise Related Events counted in the corresponding Contract Year.
- (g) The Tenant shall report to the Landlord the number of visitors expected to attend the Non-Cruise Related Event when seeking the Landlord’s approval of such event.
- (h) After each Non-Cruise Related Event, the Tenant shall obtain written confirmation from the organiser of such event the final number of visitors who have attended such event, and the Tenant shall provide the figure and such other information or document(s) as the Landlord may request in its report on compliance of the Binding Proposal which forms part of its annual operation and maintenance report required under Clauses 11.3(b)(ii) and 11.8(b)(xi) of this Agreement.

Notes relating to minimum occupancy rate of Ancillary Commercial Area

- (i) Occupancy rate of Ancillary Commercial Area is calculated according to the following formula:

$$\frac{\text{Sum of (area of each shop} \times \text{number of occupied days of each shop)}}{5,600\text{m}^2 \text{ Note 1} \times \text{number of days in the Contract Year}}$$

- (j) For the avoidance of doubt, occupied days above refers to the first day and the last day (both days inclusive) of the term of the relevant sub-tenancy or licence (as the case may be) of the relevant part(s) of the Ancillary Commercial Area regardless of the actual date of handover of such part(s) of the Ancillary Commercial Area to the relevant sub-tenant or licensee (as the case may be).
2. The Tenant shall demonstrate its performance against the KPIs with breakdown in a format to be agreed by the Landlord in its report on compliance of the Binding Proposal which forms part of its annual operation and maintenance report required under Clauses 11.3(b)(ii) and 11.8(b)(xi) of this Agreement.

^{Note 1} For the purpose of this formula, 5,600m² is used as the total area of Ancillary Commercial Area, which may be subject to change as provided in Annex IV.

3. The Landlord hereby reserves the right to request for any other information from the Tenant as the Landlord may in its sole discretion consider necessary from time to time in order to prove the Tenant's due compliance and implementation of the KPIs.

Notes relating to liquidated damages

4. (a) If the Tenant is unable to achieve the minimum number of Ship Calls ("**Ship Call KPI**") by 5% or more in a Contract Year, the amount of liquidated damages shall be the amount derived from the formula below: -

$$(\text{Ship Call}_{\text{KPI}} - \text{Ship Call}_{\text{Actual}}) \times \frac{\text{Gross Receipt}_{\text{Cruise}}}{\text{Ship Call}_{\text{Actual}}} \times 5\%$$

, where

"Ship Call _{KPI} "	means	Ship Call KPI,
"Ship Call _{Actual} "	means	number of Ship Calls achieved in a Contract Year, and
"Gross Receipt _{Cruise} "	means	Gross Receipt brought by cruise operation in a Contract Year

- (b) In case of any dispute in relation to the number of Ship Calls achieved in a Contract Year or this sub-clause (a), the decision of the Landlord shall be final and binding on the Tenant.

5. (a) If the Tenant is unable to achieve the minimum number of Non-Cruise Related Events ("**Non-Cruise Related Event KPI**") by 5% or more in a Contract Year, the amount of liquidated damages shall be the amount derived from the formula below: -

$$(\text{Event}_{\text{KPI}} - \text{Event}_{\text{Actual}}) \times \frac{\text{Gross Receipt}_{\text{Event}} \div 2}{\text{Event}_{\text{Actual}}} \times 5\%$$

, where

"Event _{KPI} "	means	Non-Cruise Related Event KPI,
"Event _{Actual} "	means	Number of Non-Cruise Related Events achieved in a Contract Year, and
"Gross Receipt _{Event} "	means	Gross Receipt brought by Non-Cruise Related Events in the Contract Year

- (b) The Landlord shall have the sole discretion to determine whether an event constitutes a Non-Cruise Related Event.

6. (a) If the Tenant is unable to achieve the minimum number of visitors brought by Non-Cruise Related Events ("**Visitor KPI**") by 5% or more in a Contract Year, the amount of liquidated damages shall be the amount derived from the formula below: -

$$(\text{Visitor}_{\text{KPI}} - \text{Visitor}_{\text{Actual}}) \times \frac{\text{Gross Receipt}_{\text{Event}} \div 2}{\text{Visitor}_{\text{Actual}}} \times 5\%$$

, where

“Visitor _{KPI} ”	means	Visitor KPI,
“Visitor _{Actual} ”	means	Number of visitors of Non-Cruise Related Events achieved in a Contract Year, and
“Gross Receipt _{Event} ”	means	Gross Receipt brought by Non-Cruise Related Events in a Contract Year

7. (a) If the occupancy rate of the Ancillary Commercial Area achieved by the Tenant in a Contract Year (“**Actual Occupancy Rate**”) falls below the minimum occupancy rate of the Ancillary Commercial Area (“**Occupancy Rate KPI**”) by 5% or more^{Note 2}, liquidated damages shall be payable by the Tenant and the amount of which shall be derived from the formula below: -

$$(\text{Occupancy}_{\text{KPI}} - \text{Occupancy}_{\text{Actual}}) \times \frac{\text{Gross Receipt}_{\text{Rental}}}{\text{Occupancy}_{\text{Actual}}} \times 5\%$$

, where

“Occupancy _{KPI} ”	means	Occupancy Rate KPI,
“Occupancy _{Actual} ”	means	Actual Occupancy Rate, and
“Gross Receipt _{Rental} ”	means	Gross Receipt brought by the rental income arising from or in relation to the Ancillary Commercial Area in a Contract Year

8. The following rules shall apply when determining the amount of liquidated damages payable under the above paragraphs: -
- (a) The Landlord’s rights under Clause 45.2(a) and (b) would only arise from the third Contract Year from the [Commencement Date of the Term], but the Tenant’s obligation to provide report on (i) Ship Call KPI; (ii) Non-Cruise Related Event KPI; (iii) Visitor KPI; and (iv) Occupancy Rate KPI as part of its report on compliance of the Binding Proposal which forms part of its annual operation and maintenance report pursuant to Clauses 11.3(b)(ii) and 11.8(b)(xi) of this Agreement shall remain throughout the Term.
- (b) If the event of any Contingency during a Contract Year, or if the remaining period of any Contract Year is less than twelve (12) calendar months owing to the expiration or early termination of this Agreement, the Tenant may make written request to the Landlord for appropriate adjustments to the relevant KPIs which are proportionate to the extent of impact caused by such Contingency or the extent of Contract Year so shortened (as the case shall be). The Landlord shall have the sole discretion to allow or disallow such requests and if so allowed, determine the extent of adjustments allowed and the period to which such allowed adjustments should apply and such decisions of the Landlord shall be final and binding on the Tenant.

^{Note 2} For the purpose of illustration, if the Occupancy Rate KPI is 60%, the liquidated damages will be payable when the Actual Occupancy Rate is 57% (as $57\% = 60\% \times (1 - 5\%)$) or lower.

Scope of Industry Engagement

- (i) Discussing the key operation and management issue related to the Premises;
- (ii) Informing the HKTb, cruise market and tourism industry in advance on proposed changes to arrangement for fee and charges and berthing slots allocation and duly considering their feedback;
- (iii) Discussing co-operation efforts with the HKTb, the tourism industry, transport operators and operators of other cross border facilities (e.g. airport and High-Speed Rail) for marketing the facilities and services offered by the Cruise Terminal;
- (iv) Sharing with the cruise market and tourism industry regularly non-commercially sensitive information relating to the operation of the Cruise Terminal;
- (v) Discussing matters of common interests with relevant transport operators relating to the operation of Cruise Terminal;
- (vi) Discussing matters of common interests concerning development of the cruise market and inform the market of latest development/improvement plans for the Cruise Terminal; and
- (vii) Discussing any other matters related to the cruise market

Annex VIII**(To be completed after award of Tender)****Management Team**

No.	Names of the Full Time Members	Posts
1		Manager
2		Deputy Manager
3		Deputy Manager
4		Deputy Manager

Notes on Dockage Fee and Passenger Fee

(a)	Dockage fee in Hong Kong dollar shall be charged in units per metre of overall length of the cruise vessel and per hour of berthing duration. “Overall Length” is the linear distance, as expressed in metres, of the extreme length of a cruise vessel.
(b)	Lloyd’s Register, when available, shall be used in determining the overall length of a cruise vessel.
(c)	If all cruise vessels for which the overall length is not available in the register described in (b) above or vessel documents, it shall be measured by the Tenant for determining the length of a cruise vessel for assessment of Dockage Fee.
(d)	In calculating the dockage fee, the official berthing duration for which dockage shall be assessed against a cruise vessel shall commence when the first line is received and the cruise vessel is made fast to an allocated berth or moored, and shall continue until such vessel is wholly and completely freed from and has vacated such berth. All time is counted and no deduction are allowed due to weather or other conditions.
(e)	The Tenant has the discretion to decide the number of hours on the basis of which the dockage fee will be applied to suit the berthing needs of different cruise vessels.
(f)	Passenger fee in Hong Kong dollar is charged for each embarking, disembarking and in-transit passenger.
(g)	The dockage fee shall cover the use of items provided by the Landlord as specified in Annex IV. No additional fee shall be charged by the Tenant for the use of such items for the purpose of cruise operation.



Date : 18/12/2025

Conditions of Erecting and Displaying Advertising Signs

(a)	The Tenant shall at its own cost and expense design, erect and provide such display cases, features advertisements and other advertising display forms hereinafter collectively referred to as (“the Advertising Signs ”) in the interior of the Premises (excluding Apron Area) for the display of advertisements therein and to provide the power supply system thereto; and thereafter maintain and keep at the Tenant's own cost and expense the same and all display and advertising fixtures, fittings, materials and other articles and things associated therewith at all times in good condition and repair, and in a clean, tidy and attractive condition all to the satisfaction of the Landlord.
(b)	There shall be no sound generated from the Advertising Signs except with the prior written approval of the Landlord.
(c)	The Tenant shall obtain all necessary licences and permits as may be required for the exercise of the rights herein granted and the content of the Advertising Signs shall comply with the laws of Hong Kong.
(d)	The Tenant shall at its own cost and expense reposition or alter any Advertising Signs if required so to do by the Landlord in its sole discretion whether or not such repositioning or alteration results in a reduction or an increase or change in the number of or the size of the display areas or show cases.
(e)	The Tenant shall indemnify and keep indemnified the Landlord against any and all claims, actions and liabilities for violation or infringement of any patent, copyright or trade mark arising out of or by reason of the display of advertisement on or in the interior of the Premises (excluding the Apron Area) whether or not the same may have been previously approved by the Landlord under this Agreement.
(f)	The security of the Advertising Signs shall be the sole responsibility of the Tenant.

Handover Conditions of the Premises within the Cruise Terminal Building
(Subject to change made by the Landlord)

Item No.	Areas	Finishes	Fixtures and Furniture	Air Conditioning & General Mechanical Ventilation	Power/ Telecommunication/ IT provision/ Lighting	Domestic Appliances	Standard Fire Services Installation in compliance with FSD Requirements	Plumbing, Drainage & Town Gas Installation
Terminal Operation Area								
1	Passenger Check-in Areas	Floor: granite tile Wall: curtain wall Ceiling: false ceiling /acoustic decorative panel	N/A	A/C provided General mechanical ventilation	13A Power sockets LAN points General lighting	N/A	Yes	N/A
2	Passenger Waiting Areas	Floor: granite tile Wall: curtain wall Ceiling: false ceiling /acoustic decorative panel	N/A	A/C provided General mechanical ventilation	13A Power sockets General lighting	N/A	Yes	N/A
3	Office at Check-in area	Floor: carpet tile Wall: curtain wall Ceiling: false ceiling /decorative acoustic panel	N/A	A/C provided General mechanical ventilation	13A power sockets Telephone/Fax/LAN points General lighting	N/A	Yes	N/A
4	Security Area	Floor: granite tile Wall: emulsion paint Ceiling: acoustic decorative panel	N/A	A/C provided General mechanical	13A power sockets Telephone/LAN points General lighting	N/A	Yes	N/A
5	Concourse	Floor: carpet tile Wall: curtain wall Ceiling: aluminum panels	N/A	A/C provided General mechanical	13A power sockets General lighting	N/A	Yes	N/A
6	Baggage Laydown Area	Floor: concrete with hardener Wall: emulsion paint Ceiling: acrylic paint /decorative acoustic panels	Roller shutters	A/C provided General mechanical ventilation	13A power sockets Telephone points General lighting	N/A	Yes	N/A
7	Baggage Thru Area	Floor: concrete with hardener Ceiling: emulsion paint	Roller shutters	A/C provided General mechanical	13A power sockets Telephone points General lighting	N/A	Yes	N/A
8	Exit Waiting Area	Floor: granite tile Wall: granite stone or aluminum Ceiling: false ceiling /aluminum panels	N/A	A/C provided General mechanical ventilation	13A power sockets General lighting	N/A	Yes	N/A
9	Network Equipment Rooms	Floor: carpet tile/raised floor system Wall: emulsion paint Ceiling: false ceiling	N/A	A/C provided	13A power sockets LAN points General lighting	N/A	Yes	N/A
10	Store Rooms	Floor: concrete with hardener Wall: emulsion paint Ceiling: emulsion paint	Shelves	General mechanical ventilation	13A power sockets General lighting	N/A	Yes	N/A
11	Toilets	Floor: tiles Wall: tiles Ceiling: false ceiling	Toilet provisions based on requirements of the	General mechanical ventilation (A/C provided only for toilets at Meeting Point on First Floor)	General lighting	N/A	Yes	Wash basins, urinals and water closets with water supply Drainage outlets

Item No.	Areas	Finishes	Fixtures and Furniture	Air Conditioning & General Mechanical Ventilation	Power/ Telecommunication/ IT provision/ Lighting	Domestic Appliances	Standard Fire Services Installation in compliance with FSD Requirements	Plumbing, Drainage & Town Gas Installation
			Building (Standard of Sanitary Fitments, Plumbing, Drainage Works and Latrines) Regulations, cabinets and cubicle partitions					
12	Baby care rooms	Floor: tiles Wall: tiles Ceiling: false ceiling	General Sanitary Fitments, Plumbing Drainage Works Baby Changing Station Cabinets	A/C provided General mechanical ventilation	13A power sockets General lighting	N/A	Yes	Wash basin with cold and hot water supply Drainage outlets
13	Prayer Room (at Passenger Waiting Area B)	Floor: tiles Wall: emulsion paint / decorative panels Ceiling: false ceiling	Shelves Mirrors Hooks Fixed seatings	A/C provided General mechanical ventilation	13A power socket General lighting	N/A	Yes	Water faucet with water supply Drainage outlets Bidet hose at nearby male and female toilets
14	Baggage Service Counter at Meeting Point	Floor: Concrete flooring with leveling screed and epoxy coating finishes Wall: decorative panels	Built-in counter Sliding gate Swing gate	N/A	13A power sockets MCB boards General lighting	N/A	Yes	N/A
15	Refuse Collection Point / Refuse Storage and Material Recovery Chambers	Floor: tiles Wall: tiles	Roller shutter	General mechanical ventilation		N/A	Yes	Cleansing tap with water supply Drainage outlets
Other Areas								
16	North Podium Garden	Floor: granite tiles Wall: emulsion paint / decorative panels	Planter with planted vegetation Fixed seatings Glass balustrades	N/A	13A, 32A, 64A power sockets General lighting	N/A	Yes	Wash basin with water supply Drainage outlets and covered channels
17	South Podium Garden	Floor: granite tiles Wall: emulsion paint / decorative panels	Planter with planted vegetation Planter with lawn Glass balustrades	N/A	13A power sockets General lighting	N/A	Yes	Cleansing tap with water supply Drainage outlets and covered channels
18	Colonnade	Floor: granite tiles Wall: emulsion paint / decorative panels	Glass balustrades	N/A	13A power sockets General lighting	N/A	Yes	N/A
19	Landscape Deck of North Entrance Building	Floor: granite tiles Wall: emulsion paint / decorative panels	Planter with planted vegetation Fixed seatings Glass balustrades	N/A	13A power sockets General lighting	N/A	Yes	N/A

Item No.	Areas	Finishes	Fixtures and Furniture	Air Conditioning & General Mechanical Ventilation	Power/ Telecommunication/ IT provision/ Lighting	Domestic Appliances	Standard Fire Services Installation in compliance with FSD Requirements	Plumbing, Drainage & Town Gas Installation
20	North Entrance	Floor: granite tiles Entrance gate	Fixed seatings	N/A	13A power sockets General lighting	N/A	Yes	Drainage outlets and covered channels
Ancillary Office Area								
21	Secondary Security Operations Centre	Floor: carpet tile/raised floor system Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board Window blinds	A/C provided General mechanical ventilation	13A power sockets Telephone/Fax/LAN points General lighting	N/A	Yes	N/A
22	Primary Security Operations Centre	Floor: carpet tile/raised floor system Wall: emulsion paint Ceiling: emulsion paint	N/A	A/C provided General mechanical ventilation	13A power sockets Telephone/Fax/LAN points General lighting	N/A	Yes	N/A
23	Forklift Station Room	Floor: concrete with hardener Ceiling: emulsion paint	N/A	General mechanical ventilation	13A power sockets Special power supply for battery charging General lighting	N/A	Yes	N/A
24	Stevedore Office Reception Area	Floor: carpet tile Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board Windows blinds Reception-counter	A/C provided General mechanical ventilation	13A power sockets Telephone/Fax/LAN/ TV points General lighting	N/A	Yes	N/A
25	Stevedore Office	Floor: carpet tile Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board Window blinds	A/C provided General mechanical ventilation	13A power sockets Telephone/Fax/LAN points General lighting	N/A	Yes	N/A
26	Stevedore office Staff Restroom and Pantry	Floor: vinyl Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board	A/C provided General mechanical ventilation	13A power sockets General lighting	Wall clock Refrigerator	Yes	Wash basin with cold/hot water supply Drainage outlets
27	Maintenance Staff Restroom and Pantry	Floor: vinyl Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board	A/C provided General mechanical ventilation	13A power sockets Telephone points General lighting	Wall clock Refrigerator Electric tea urn	Yes	Wash basin with cold/hot water supply Drainage outlets
28	Maintenance Office	Floor: carpet tile Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board Window blinds Shelves	A/C provided General mechanical ventilation	13A power sockets Telephone/Fax/LAN points General lighting	N/A	Yes	N/A
29	Terminal Operator Staff Restroom and Pantry	Floor: vinyl Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board	A/C provided General mechanical ventilation	13A power sockets Telephone point General lighting	Wall clock refrigerator	Yes	Wash basins with cold/hot water supply Drainage outlet

Item No.	Areas	Finishes	Fixtures and Furniture	Air Conditioning & General Mechanical Ventilation	Power/ Telecommunication/ IT provision/ Lighting	Domestic Appliances	Standard Fire Services Installation in compliance with FSD Requirements	Plumbing, Drainage & Town Gas Installation
30	Terminal Operator Office - Reception Area	Floor: carpet tile Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board Window blinds	A/C provided General mechanical ventilation.	13A power sockets Telephone/Fax/LAN/TV points	N/A	Yes	N/A
31	Terminal Operator Office	Floor: carpet tile Wall: emulsion paint Ceiling: false ceiling	Tack board Wyte board Window blinds	A/C provided General mechanical	13A power sockets Telephone/Fax/LAN points General lighting	N/A	Yes	N/A
32	Toilets at Terminal Operator's office	Floor: ceramic tile Wall: ceramic tile Ceiling: acrylic paint	Wash basins Soap dispenser Cubicle partition, Countertop Mirror	General mechanical ventilation	General lighting	Face/Hand dryer	Yes	Wash basin with cold water supply Drainage outlets
33	Changing and Lockers Rooms	Floor: ceramic tile Wall: ceramic tile Ceiling: acrylic paint	Steel lockers A bench	General mechanical ventilation	13A power sockets General lighting	N/A	Yes	N/A
34	Storage Room	Floor: vinyl/concrete with hardener Wall: emulsion paint Ceiling: emulsion paint	Windows blinds/Shelves	General mechanical ventilation	13A power sockets General lighting	N/A	Yes	N/A
35	Provisioning Security Booth 1 ,2, 3	Floor: vinyl Wall: emulsion paint Ceiling: false ceiling	N/A	A/C provided General mechanical	13A power sockets Telephone/Fax/LAN points General lighting	N/A	Yes	N/A
Ancillary Commercial Area								
36	Ancillary Commercial Areas	Floor: concrete flooring Wall: glass wall/cement plaster Ceiling: no false ceiling	N/A	Chilled water supply with isolating valves Provision for general	13A power sockets Telephone/LAN/ Fax line/TV socket points General lighting	N/A	Yes	Fresh water supply points Drainage system Gas
37	Ancillary Commercial Area A (with provisions for changing to a commercial kitchen for banqueting operations)	Floor: concrete flooring Wall: glass wall/cement plaster Ceiling: no false ceiling	N/A	Chilled water supply with isolating valves General mechanical ventilation	13A power sockets Telephone/LAN/ Fax line/TV socket points General lighting	N/A	Yes	Fresh water supply points Drainage system Gas supply point
38	Hong Kong Tourism Board Accommodation	Floor: granite tile Wall: granite or aluminum panel Ceiling: false ceiling/ aluminum panel	A counter with roller shutter and built-in literature stands for publications	A/C provided General mechanical ventilation	13A power sockets Telephone/LAN/Fax points General lighting	N/A	Yes	N/A
39	Money Exchange Office	Floor: carpet tile Wall: emulsion paint Ceiling: false ceiling	N/A	A/C provided General mechanical ventilation	13A power sockets Telephone/LAN/FAX points General lighting	N/A	Yes	N/A

Item No.	Areas	Finishes	Fixtures and Furniture	Air Conditioning & General Mechanical Ventilation	Power/ Telecommunication/ IT provision/ Lighting	Domestic Appliances	Standard Fire Services Installation in compliance with FSD Requirements	Plumbing, Drainage & Town Gas Installation
40	Toilets	Floor: tiles Wall: tiles Ceiling: false ceiling	Toilet provisions based on requirements of the Building (Standard of Sanitary Fitments, Plumbing, Drainage Works and Latrines) Regulations, cabinets and cubicle partition	General mechanical ventilation	General lighting	N/A	Yes	Wash basins, urinals and water closets with water supply Drainage outlets
Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5)								
41	Kai Tak Cruise Terminal Park	Floor: granite tiles Wall: emulsion paint / decorative panels	Planter with planted vegetation and lawn, Water Garden with pond, Fountain Plaza, Viewing Steps, Viewing Platform, Flagpole Platform, Fixed seatings, Trellis, Glass balustrades, Canopy, Drinking machines	N/A	13A power sockets General lighting	N/A	Yes	Cleansing tap with water supply Drainage outlets and covered channels
42	Office, Store Rooms	Floor: vinyl/concrete with hardener Wall: emulsion paint Ceiling: emulsion paint	Windows blinds/Shelves Roller shutters	General mechanical ventilation	13A power sockets General lighting	N/A	Yes	Cleansing tap with water supply Drainage outlets
43	Refuse Collection Chamber	Floor: tiles Wall: tiles	Roller shutters	General mechanical ventilation	General lighting	N/A	Yes	Cleansing tap with water supply Drainage outlets

Item No.	Areas	Finishes	Fixtures and Furniture	Air Conditioning & General Mechanical Ventilation	Power/ Telecommunication/ IT provision/ Lighting	Domestic Appliances	Standard Fire Services Installation in compliance with FSD Requirements	Plumbing, Drainage & Town Gas Installation
44	Toilets	Floor: tiles Wall: tiles Ceiling: false ceiling	Toilet provisions based on requirements of the Building (Standards of Sanitary Fitments, Plumbing, Drainage Works and Latrines) Regulations, cabinets and cubicle partition	General mechanical ventilation	General lighting	N/A	Yes	Wash basins, urinals and water closets with water supply Drainage outlets
45	Baby care room	Floor: tiles Wall: Tiles	General Sanitary Fitments, Plumbing, Drainage Works	General mechanical ventilation	13A power sockets General lighting	N/A	Yes	Wash basins with water supply Drainage outlets
46	Cleaner room	Floor: tiles Wall: tiles	General Plumbing, Drainage Works	General mechanical ventilation	13A power sockets General lighting	N/A	Yes	Wash basins with water supply Drainage outlets

Technical Schedule

1. Technical Proposal
 - 1.1 Six sets of complete technical proposal (including perspective drawings, detailed drawings, electrical schematic drawings, specifications and other design information as required by the Landlord) or such other number as required by the Landlord shall be submitted to the Landlord for approval prior to the commencement of any fitting out works or AA & I works.
 - 1.2 The fitting out plan or AA & I plan shall be prepared by an Authorized Person.
 - 1.3 The Authorized Person of the Tenant shall
 - (i) design, co-ordinate and supervise all fitting-out works or AA & I works from plan submission to completion of works;
 - (ii) implement the fitting out works or AA & I works which shall fully comply with the Buildings Ordinance (Cap.123) and other relevant statutory requirements;
 - (iii) certify completion of works in accordance with current legislation, regulation and the fitting-out plan or AA & I plan.
 - (iv) bear the full responsibility of his/her design, planning and supervision of the fitting out works or AA & I works; and
 - (v) ensure that no part of the works may have any adverse effect, structurally or in any other ways, on the Cruise Terminal.
 - 1.4 The Tenant shall engage an independent checker who shall be an Authorized Person independent of the Authorized Person stated in para.1.2 to verify, demonstrate and certify that the fitting-out works or AA & I works is in full compliance with the Buildings Ordinance (Cap.123) and other relevant statutory requirements and no part of the works may have any adverse effect, structurally or in any other ways, on the Cruise Terminal.
 - 1.5 The Landlord shall be entitled to examine the technical proposal for 21 working days or a longer period as the Landlord deems necessary.

The approval of the Landlord does not in any way imply the Landlord's endorsement of the specifications upon which the proposal has been based nor guarantee the performance under all condition of the plant and material used.

- 1.6 Prior to commencement of the works, the Tenant shall provide a certificate for insurance for third party liability during the fitting out period of the Premises with a sufficient coverage for each single claim to be advised by an insurance adviser.
- 1.7 Upon completion of fitting-out works or AA & I works, the Authorized Person shall provide a "Work Completion Certificate" attached with schematics and text reports (if any) to the Landlord for retention.
- 1.8 The Tenant shall at its own cost and expense undertake to rectify any works that do not comply with the legislative requirements and/or approved technical proposal.

2. GENERAL

- 2.1 The design shall comply with all applicable statutory requirements, all applicable requirements set out in relevant standards, specifications, rules and code of practice and the prevailing edition of General Specification for Building and General Specification for Building Services Installation published by the Architectural Services Department.
- 2.2 The design shall allow for sufficient access to and from the services and fixture within the Premises for regular maintenance without detriment to the Tenant's decoration and installation.
- 2.3 All fitting-out works or AA & I works must be carried out in a good and proper workmanlike manner using good quality material and in all respects commensurate, reaches, matches to a standard which does not fall below the standard of decoration, finish, fitting and facilities of the Premises as a world class cruise terminal and ancillary commercial complex.
- 2.4 The interior design, layout and appearance of the fitting-out area or AA & I area shall be consistent and harmonious with the overall interior design of the Cruise Terminal Building.
- 2.5 All materials used for fitting-out works or any AA & I work must not contain asbestos in any form.

- 2.6 The Tenant shall indicate his design loading in the technical proposal and liaise with ArchSD for structural checking of the floor loading.
- 2.7 The maximum superimposed load within Apron Area shall be restricted to 20kN/m².

3. E&M Facilities

- 3.1 All fitting-out work or AA & I works on E & M facilities shall be carried out in accordance with the applicable requirements laid down in the latest edition of, but not limited to, the following Ordinances and their subsidiary regulations, specifications, rules and codes of practice:

(A)	Air Pollution Control Ordinance (Cap. 311)
(B)	Buildings Ordinance (Cap. 123);
(C)	Construction Workers Registration Ordinance (Cap. 583);
(D)	Electricity Ordinance (Cap. 406);
(E)	Factories and Industrial Undertakings Ordinance (Cap. 59);
(F)	Fire Services Ordinance (Cap. 95);
(G)	Occupational Safety and Health Ordinance (Cap. 509);
(H)	Ozone Layer Protection Ordinance (Cap. 403)
(I)	Places of Public Entertainment Ordinance (Cap. 172);
(J)	Public Health and Municipal Services Ordinance (Cap. 132);
(K)	Telecommunications Ordinance (Cap. 106);
(L)	Waste Disposal Ordinance (Cap. 354)
(M)	All General Specifications issued by Architectural Services Department and Electrical and Mechanical Services Department
(N)	The Supply Rules of CLP Power Hong Kong Ltd.;
(O)	Code of Practice for the Electricity (Wiring) Regulations issued by Electrical and Mechanical Services Department

(P)	Code of Practice for Installation of Electrically Operated Sliding Gates, Sliding Glass Doors and Rolling Shutters issued by Electrical and Mechanical Services Department
(Q)	Codes of Practice for Minimum Fire Service Installations and Equipment and Inspection, Testing and Maintenance of Installations and Equipment issued by Fire Services Department
(R)	Code of Practice for Metal Scaffolding Safety issued by the Labour Department;
(S)	Code of Practice for Safety and Health at Work for Manual Electric Arc Welding issued by Labour Department
(T)	Code of Practice for Safety and Health at Work for Gas Welding and Flame Cutting issued by Labour Department; and
(U)	Code of Practice on the Packaging, Labeling and Storage of Chemical Wastes issued by Environment Protection Department
(V)	Noises Control Ordinance (Cap. 400)
(W)	Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Cap. 360)
(X)	Building Energy Efficiency Ordinance (Cap. 610)
(Y)	A Guide to the Construction Site (Safety) Regulations issued by the Labour Department
(Z)	Testing and Commissioning Procedures issued by Architectural Services Department
(AA)	Guidelines on Energy Efficiency of Electrical Installations issued by Electrical and Mechanical Services Department
(BB)	Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department
(CC)	Technical Guidelines on Building Energy Code issued by Electrical and Mechanical Services Department

4. Competent Contractors

- 4.1 All fitting-out work or AA & I works shall be carried out by competent contractors in the relevant discipline/trades.
- (a) All electrical installation works shall be carried out by Registered Electrical Contractors/Registered Electrical Workers under the Electricity (Registration) Regulations (Cap. 406D).
- (b) All installation works of gas appliances and town gas supply system shall be carried out by registered gas contractor under the Gas Safety (Registration of Gas Installers and Gas Contractors) Regulations (Cap. 51D).
- (c) All fire services installation works shall be carried out by Registered Fire Services contractors under Fire Service (Installation Contractors) Regulations (Cap. 95A).
- (d) All installation works of tubing and piping and all other water supply works shall be carried out by licensed plumbers licensed under Waterworks Regulations (Cap. 102A).
- (e) All fitting out work and AA & I works shall be carried out by Registered General Building Contractors registered under the Buildings Ordinance (Cap. 123)
- 4.2 The Landlord may impose additional qualification requirements of the contractors in the approval of technical proposal.
- 4.3 After completion of the works, the Tenant shall provide a copy of the Work Completion Certificate together with schematics and test reports issued by the Registered Contractors/Workers to the Landlord for retention.

5. FITTING OUT or AA & I METHOD

- 5.1 All fitting-out works or AA and I work must be carried out in such a way that cruise terminal building including its services installations, the passengers, public and other users are protected from excessive risk, noise and dirt. Protective hoarding must be erected to enclose the works area. Unless otherwise approved, the working process and all materials and debris must be confined within area earmarked on the drawing.
- 5.2 All building debris and rubbish must be regularly carted away from time to time as directed by the Landlord or the Property Manager.

Only the services lift may be used for transportation of material and debris.

- 5.3 All wiring must be of concealed type and enclosed in metal conduits, trunking or ducting.
- 5.4 The Tenant shall protect all the existing services or installation during the fitting out period and shall indemnify and keep indemnified the Landlord, its officers and servants from and against all actions, suits, 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 or AA & I works by the Tenant.

6. WORKING HOURS FOR FITTING OUT or AA & I

- 6.1 The Tenant shall submit a time schedule of its fitting out works or AA & I works to the Landlord for written approval prior to commencement of any fitting-out work within the Premises.
- 6.2 The Landlord shall reserve its right to halt any fitting-out works or AA & I works undertaken by the Tenant at any time during the period of the fitting-out works if such works are deemed to have impaired or interrupted the operation or use of the Cruise Terminal or the activities of the users and occupiers of the Cruise Terminal.
- 6.3 During the fitting-out period, all workmen shall register at the building management office before they start to work on the Premises each day.

Landlord's Maintenance Schedule
(Subject to change made by the Landlord)

	Items of Work that are installed or provided by the Landlord	Government Departments
(I)	Apron Area	
(a)	Piled quay deck structure inclusive of pile foundation, reinforced concrete front panel in front of the pipe pile wall	CEDD
(b)	Fender panel system	CEDD
(c)	Mooring bollards	CEDD
(d)	Resurfacing of full width of Apron Area for continuous length of 70 metres or more	CEDD
(e)	Sloping seawall under quay deck	CEDD
(f)	Navigation light post (excluding E & M parts)	CEDD
(g)	Boundary wall at both ends of the Apron Area	CEDD
(h)	Corrosion monitoring system in pile quay deck structure	CEDD
(i)	Troughs and pits (excluding the covers)	CEDD
(j)	Drainage outfalls and pit/manhole structure (excluding covers) for fire services installation/fresh water supply system/sewerage	CEDD
(k)	Seaport passenger boarding bridges and bridge rails	EMSTF
(l)	On-shore sewage collection system (including associated piping)	EMSTF

	Items of Work that are installed or provided by the Landlord	Government Departments
(m)	On-shore fresh water supply system (including associated piping)	EMSTF
(n)	On-shore fire services installations (including associated piping)	EMSTF
(o)	Apron lighting system (excluding replacement of fluorescent tubes and lamp bulbs of all lighting installations)	EMSTF
(p)	Low voltage power supply system (including switchboards, wires, cables, sockets)	EMSTF
(q)	Navigation lights (E & M Parts)	MD
(II)	Premises within Cruise Terminal Building	
(a)	Roof (including waterproofing and associated tiles and pavement of outdoor area) and foundation	ArchSD
(b)	Structural walls, beams, columns, floor slab, ceiling slabs, roof slabs, glass balustrades, fixed seatings, and planter structures (excluding flooring, tiles, interior plaster, carpet, interior painting, cladding and other finishing materials and rendering to walls, floors and ceilings)	ArchSD
(c)	Glass walls, window walls, glass windows, curtain walls and their panels forming part of the external façade of the building and including openable smoke ventilation panels.	ArchSD (and EMSTF for the actuation device)
(d)	External wall of Cruise Terminal Building (excluding rendering or other decoration finishes on the internal side of the external wall)	ArchSD
(e)	Resurfacing to driveway, circulation areas, drop off/pick up spaces, lay-bys, queuing spaces (excluding maintenance and patch repair)	ArchSD

	Items of Work that are installed or provided by the Landlord	Government Departments
(f)	Main fresh water pipes, flush water pipes, drainage pipes (excluding those predominantly serving the Premises)	ArchSD
(g)	Electrical supply and distribution system	ArchSD /EMSTF#
(h)	Electrical installations (including low voltage switchboards, emergency generator sets)	EMSTF
(i)	Gas System (main trunk pipe up to gas meter)	EMSTF
(j)	Escalators, elevators and travelators	EMSTF
(k)	Magnetometers	EMSTF
(l)	Shipping schedule indicator system and associated cabling	EMSTF
(m)	Baggage X ray scanners at security area of waiting halls	EMSTF
(n)	Baggage X ray scanners at baggage halls	EMSTF
(o)	Baggage handling equipment	EMSTF
(p)	Fire services installations	EMSTF
(q)	Central control and monitoring systems	EMSTF
(r)	Public address system and associated cabling	EMSTF
(s)	Access control system (including card readers system, intercom system, drop-arm barrier, watchman patrol system) and associated cabling	EMSTF
(t)	Closed circuit television system, monitors for surveillance system, uninterrupted power supply system and associated cabling	EMSTF

	Items of Work that are installed or provided by the Landlord	Government Departments
(u)	Air conditioning installations (including fan coil units, air handling plant, air conditioning ductings and fan coil pipes)	EMSTF
(v)	Wireless communication system between cruise vessel and Cruise Terminal Building (including base station, antenna and audio recording system) and associated cabling	EMSTF
(w)	Wireless communication system within the Cruise Terminal	EMSTF
(x)	Private Automatic Branch Exchange (PABX)	EMSTF
(y)	Data communication system (IT configuration between IT room and check in area, IT configuration between IT room and concourse) with associated cabling and networking	EMSTF
(z)	Light fitting (excluding replacement of fluorescent/LED tubes and lamp bulbs of all lightings installations)	EMSTF
(aa)	Communal Aerial Broadcasting Distribution (CABD) System	EMSTF
(bb)	Movable LED display panels	EMSTF
(cc)	Virtual service ambassador panels	EMSTF
(dd)	Automatic Irrigation Systems	EMSTF
(ee)	Electrically operated roller shutter of Gate 1 in Transportation Area	EMSTF^
(III)	Dredging Zone	
(a)	Maintenance dredging within dredging zone	CEDD

	Items of Work that are installed or provided by the Landlord	Government Departments
(b)	Light buoys (including buoy and E & M parts)	MD
(IV)	Emergency Vehicular Access	
(a)	Lighting system including light fitting / light bulb	EMSTF
(b)	Pavement and drainage	ArchSD

	Items of Work that are installed or provided by the Landlord	Government Departments
(V)	Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5)	
(a)	Roof (including structure, pavement, tiles, tactile and waterproofing) and foundation	ArchSD
(b)	Structural walls, beams, columns, floor slab, ceiling slabs, roof slabs, glass balustrades, fixed seatings, planter structures and structural parts of canopy and covered walkway, trellis and associated panels, frames and cables (excluding flooring, tiles, interior plaster, carpet, interior painting, cladding and other finishing materials and rendering to walls, floors and ceilings)	ArchSD
(c)	Glass walls, window walls, glass windows, curtain walls and their panels forming part of the external façade of the building and including openable smoke ventilation panels.	ArchSD (and EMSTF for the actuation device)

	Items of Work that are installed or provided by the Landlord	Government Departments
(d)	External wall of Cruise Terminal Building (excluding rendering or other decoration finishes on the internal side of the external wall)	ArchSD
(e)	Main fresh water pipes, flush water pipes, drainage pipes (excluding those predominantly serving the Premises)	ArchSD
(f)	Electrical supply and distribution system	ArchSD /EMSTF#
(g)	Flag poles	ArchSD
(h)	Drinking machines	EMSTF
(i)	Water feature systems	EMSTF
(j)	Automatic Irrigation Systems	EMSTF

Note: Abbreviation of Government Departments used in this Schedule

CEDD: Civil Engineering and Development Department

ArchSD: Architectural Services Department

EMSTF: Electrical and Mechanical Services Trading Fund

MD: Marine Department

EMSTF is responsible for daily corrective maintenance and ArchSD is responsible for periodic inspection, testing and certification.

^ EMSTF is responsible for maintenance. In case of replacement of the whole roller shuttle, ArchSD is responsible.

**Tenant's Maintenance Schedule
(Indicative List)**

	Items of Works
(I)	Apron Area
(a)	Maintenance and repair of the paving (excluding resurfacing of full width of Apron Area for continuous length of 70 metres or more)
(b)	Repainting of road markings
(c)	Maintenance, repair and replacement of traffic signages and directional signages
(d)	Maintenance, repair and replacement of manhole covers, trough covers and pit covers
(e)	Replacement of fluorescent / LED tubes and lamp bulbs of all lighting installations of Apron lighting system
(II)	Premises within Cruise Terminal Building
(a)	Maintenance, repair and replacement of flooring, pavement, tiles, tactile paving, interior plaster, carpet, interior painting, cladding and other finishing materials and rendering to walls, floors and ceilings
(b)	Maintenance, repair and replacement of glass, windows, doors (both within the Premises and at the exterior of the Premises opening to other parts of the Cruise Terminal) and their panels and frames
(c)	Maintenance, repair and replacement of external glass doors of Concourse at the gateway to seaport passenger boarding bridges, and their panels and frames
(d)	Maintenance, repair and replacement of electrically operated roller shutters and electrically operated auto doors and gates (except for the roller shutter of Gate 1 in Transportation Area)

	Items of Works
(e)	Maintenance and patch repair of driveway, circulation areas, drop off/pick up spaces, queuing spaces
(f)	Maintenance, repair and replacement of shutters, fences, rails and gates
(g)	Maintenance, repair and replacement of sanitary and water apparatus (including urinals, cubicles, wash basins, water taps, soap dispensers, tissue dispensers, hand dryers)
(h)	Maintenance, repair and replacement of leaking fresh water pipes, flush water pipes, drainage pipes and associated fittings predominantly serving the Premises
(i)	Maintenance, repair and replacement of gas system including gas pipes and gas installations (downstream after the gas meter)
(j)	Maintenance, repair and replacement of clogged and/or leaking drains and associated fittings predominantly serving the Premises
(k)	Replacement of fluorescent / LED tubes and lamp bulbs of all lighting installations
(l)	Maintenance and replacement of traffic signage and directional signage
(m)	Repainting of road markings
(n)	Maintenance, repair and replacement of ironmongeries
(o)	Maintenance, repair and replacement of parking related system (including entry/exit barriers, entry ticket stations, entry/exit readers, paying stations)
(p)	Maintenance and replacement of domestic appliances (including wall clocks, refrigerator, electric tea urn)
(q)	Maintenance, repair and replacement of Charging Facilities for electric vehicles
(r)	Maintenance, repair and replacement of video wall

	Items of Works
(III)	Furniture
(a)	Maintenance, repair and replacement of check-in counters
(b)	Maintenance, repair and replacement of seating at waiting/check-in areas and Meeting Point on First Floor
(c)	Maintenance, repair and replacement of movable partitions
(d)	Maintenance and repair of security booths
(IV)	Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5)
(a)	Maintenance, repair and replacement of interior flooring, interior tiles (including tactile), interior plaster, carpet, interior painting, cladding and other finishing materials and rendering to walls, floors and ceilings
(b)	Maintenance, repair and replacement of glass, windows, doors, (both within the Premises and at the exterior of the Premises opening to other parts of the Cruise Terminal), non-structural parts of canopy and covered walkway
(c)	Maintenance, repair and replacement of electrically operated roller shutters and electrically operated auto doors and gates
(d)	Maintenance, repair and replacement of shutters, fences, rails and gates
(e)	Maintenance, repair and replacement of sanitary and water apparatus (including urinals, cubicles partitions, wash basins, water taps, soap dispensers, tissue dispensers, hand dryers)
(f)	Maintenance, repair and replacement of leaking fresh water pipes, flush water pipes, drainage pipes and associated fittings predominantly serving the Premises
(g)	Maintenance, repair and replacement of gas system including gas pipes and gas installations (downstream after the gas meter)
(h)	Maintenance, repair and replacement of clogged and/or leaking drains and associated fittings predominantly serving the Premises

	Items of Works
(i)	Replacement of fluorescent / LED tubes and lamp bulbs of all lighting installations
(j)	Maintenance and replacement of traffic signage and directional signage
(k)	Repainting of road markings
(l)	Maintenance and replacement of domestic appliances (including wall clocks, refrigerator, electric tea urn)

Checklist of Precautionary Measures in times of Inclement Weather

1. When there is rainfall and before hoisting of rainstorm warning signals or tropical cyclone warning signals:
 - (a) Inspect and clean up immediately all drains, surface channels and rainwater outlets predominantly serving the Premises, in particular, areas subject to high risk of flooding or key terminal areas including but not limited to Transportation Area, and lift lobbies and escalator areas, and the Kai Tak Cruise Terminal Park at roof level (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5).
2. When thunderstorm or tropical cyclone warning signal No. 1 is in force:
 - (a) Inspect and clean up immediately all drains, surface channels and rainwater outlets predominantly serving the Premises, in particular, areas subject to high risk of flooding or key terminal areas including but not limited to Transportation Area, lift lobbies and escalator areas, and the Kai Tak Cruise Terminal Park at roof level;
 - (b) Check and ensure that the emergency equipment of enough quantity and in workable condition are ready for use on site, including pumps, hose, sandbags, vacuum-suction machine, flood boards, plaster sheet, wide tape and other equipment as the Tenant thinks fit; and
 - (c) Increase the frequency of patrolling in the areas subject to high risk of flooding and key terminal areas; report to relevant Government departments and/or their agents for any emergency cases and provide assistance in carrying out their precautionary measures.
3. When amber rainstorm warning signal or tropical cyclone warning signal No. 3 is in force:
 - (a) Continue the precautionary measures and monitoring

works required under Paragraphs 1 and 2 above especially the inspection and clearing of surface channels and rainwater outlets;

- (b) Check and ensure that all external doors and access panels are closed and securely locked (only when the tropical cyclone warning signal No. 3 is hoisted);
 - (c) Check and ensure the seaport passenger boarding bridges are locked properly (only when the tropical cyclone warning signal No. 3 is hoisted);
 - (d) Maintain operation for only one lift at each of the four atriums; put the lifts not in operation home at top level and place the flood boards and sandbags before lift doors, escalator areas and doors leading to lift/staircase access on roof level and other relevant areas in the Premises; check and ensure the flood boards and sandbags are maintained in place; and
 - (e) Mobilise and operate other emergency equipment on site, including pumps, hose, vacuum-suction machine, plaster sheet, wide tape and other equipment as the situation warrants.
4. When red or black rainstorm warning signal or tropical cyclone warning signal No. 8 or above or flooding or tsunami warning is in force:
- (a) Continue the precautionary measures and monitoring works required in Paragraphs 1, 2 and 3 above especially the inspection and clearing of surface channels and rainwater outlets;
 - (b) Further increase the frequency of patrolling in the areas subject to high risk of flooding and key terminal areas (say every 60 minutes or other time interval depending on the weather condition); report to relevant Government departments and/or their agents for any emergency cases and provide assistance in carrying out their precautionary measures; and
 - (c) Stop operation of all lifts except fireman lifts; put the lifts not in operation home at top level and place the flood boards and sandbags before lift doors, escalator areas and doors leading to lift/staircase access on roof level and other relevant areas in the Premises; check and ensure the flood boards and sandbags are maintained in place.

5. A detailed action plan shall be formulated and agreed among the Tenant, the Landlord and relevant Government departments, which shall be reviewed and updated from time to time in accordance with Contingency Plans for inclement weather as required under Clause 12.6.

Annex XVII

Property Damage Insurance for Government Assets

(a)	On-shore sewage collection system
(b)	On-shore fresh water supply system
(c)	Low voltage power supply system
(d)	Seaport passenger boarding bridges
(e)	On-shore fire services installations
(f)	Apron lighting system
(g)	Fender panel system, navigation lights
(h)	Magnetometers (Gate type)
(i)	Shipping schedule Indicator System
(j)	Baggage X ray scanner at security area of waiting halls
(k)	Baggage X ray scanner at baggage halls
(l)	Baggage handling equipment
(m)	Control and monitoring systems
(n)	Public address system
(o)	Access control system (including card readers system, intercom system, drop-arm barrier, watchman patrol system)
(p)	Closed circuit television system (CCTV cameras and monitors) and uninterrupted power supply system

(q)	Wireless communication system between cruise vessel and Cruise Terminal Building (including base station, antenna, and audio recording system)
(r)	Wireless communication system within Cruise Terminal Building
(s)	Private Automatic Branch Exchange (PABX)
(t)	Data communication system (IT configuration between IT room and check in area, IT configuration between IT room and concourse) with associated cabling and networking
(u)	Parking related system
(v)	Escalators
(w)	Elevators
(x)	Travelators
(y)	Charging Facilities for electric vehicles
(z)	Video Wall
(aa)	Communal aerial broadcasting distribution
(bb)	Movable LED display panels
(cc)	Virtual service ambassador panels
(dd)	Automatic Irrigation Systems
(ee)	Chilled water pipes
(ff)	Check-in counters
(gg)	Seating at waiting / check-in areas / Meeting Point on First Floor
(hh)	Movable partitions

(ii)	Security booths
------	-----------------

Kai Tak Cruise Terminal Park (when the same is required by the Landlord to form part of the Premises in accordance with Clause 3.5)
--

(a)	Drinking Machines
(b)	Water Feature Systems
(c)	Automatic Irrigation Systems

Schedule of Parking Area
(Subject to change made by the Landlord)

(I) Parking Spaces

Item	Category	Number
(a)	Private Vehicles (Dimension 5 m x 2.5 m x 2.4 m)	117
(b)	Designated Parking Space for Disabled Person (Dimensions 5 m x 3.5 m x 2.4 m)	3
(c)	Goods Vehicles (Dimension 7 m x 3.5 m x 3.5 m)	4
(d)	Goods Vehicles (Dimension 11 m x 3.5 m x 4.7 m)	2
(e)	Motor Cycles	5

(II) Loading/Unloading Spaces

Item	Category	Number
(a)	Private Vehicles (Pick Up/Drop Off Space)	36
(b)	Goods Vehicles (Dimension 7 m x 3.5 m x 3.5 m)	7
(c)	Goods Vehicles (Dimension 11 m x 3.5 m x 4.7 m)	3
(d)	Container Vehicles (Dimension 16 m x 3.5 m x 4.7 m)	1

Annex XIX**Schedule of Transportation Area
(Subject to change made by the Landlord)**

Vehicles	Category	Number
Single-Deck Buses	Queuing Spaces	16
	Pick Up/ Drop Off Spaces	37
Double-Deck Buses	Pick Up / Drop Off Spaces	5
Mini-buses	Pick Up / Drop Off Spaces	3
Taxis	Queuing Spaces	60
	Pick Up / Drop Off Spaces	12
Fleet Taxis	Pick Up / Drop Off Spaces	5
	Driveway and Circulation Area	

Services Specifications for Government Accommodations

According to Clause 50 of the Tenancy Agreement, the Tenant shall provide the services of Facility Management, Cleaning, Disinfection, Waste Disposal and Pest Control, and Security as required to the Government Accommodations at its own cost and expense. For the avoidance of doubt, the Tenant may engage sub-contractor(s) to perform the said services provided that the sub-contractors are capable of and possess the qualification, certification and / or licence required for performing the services, the sub-contractors shall perform all the tasks and at a level not lower than that specified in this Services Specifications, and the Tenant shall supervise the sub-contractors and be responsible for and keep the Landlord indemnified of the sub-contractors' action or inaction during the whole term. The Landlord reserves the rights to assign a third party to perform any part of the services in this Annex in case of the Tenant or its sub-contractor(s)'s unsatisfactory performance and the cost shall be borne by the Tenant. The services are further specified in the following sections of this Annex –

Section 1a	Facility Management Services	Page - 2 -
Section 1b	Cleaning, Disinfection, Waste Disposal and Pest Control Services	- 7 -
Section 1c	Security Services	- 31 -

Section 1a - Facility Management Services

General requirement

1. The Tenant shall assign one (1) staff, who shall meet the required qualification and experience, as the Chief Building Management Officer (CBMO) to perform the duties and attend the shifts of CBMO specified in this Annex. The Tenant shall also deploy sufficient staff, who shall meet the qualification and experience of a Senior Building Management Officer (SBMO) and a Building Management Officer (BMO) respectively, to perform the duties and attend the shifts of SBMO and BMO specified in this Annex. For the avoidance of doubt, as long as the duties and service level provided to the Government Accommodations are not compromised, the Tenant may deploy his staff who have taken up other duties at the Premises for the performance of the Tenancy Agreement to serve as the CBMO, SBMO and BMO.
2. The Tenant shall ensure that the minimum number of staff required in each shift specified in the table and its notes below is fulfilled at all times -

	Rank	Minimum Number of staff required in each shift		
		Shift A (from 0700 to 1600 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift B (from 1400 to 2300 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift C (from 2300 to 0800 hours on the next day (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)
(i)	Chief Building Management Officer (CBMO)	1 (Either Shift A <u>or</u> Shift B)		Subject to operational needs, on-call duty may be required
(ii)	Senior Building Management Officer (SBMO)	2 (Either Shift A <u>or</u> Shift B)		Subject to operational needs, on-call duty may be required
(iii)	Building Management Officer (BMO)	1 (Either Shift A, Shift B <u>or</u> Shift C)		

Note:

For shifts A and B, at least two (2) CBMO or SBMO shall be on duty and for Shift C, at least one (1) CBMO, SBMO or BMO shall be on duty every calendar day including General Holidays. The Landlord may adjust the time and duration of the shifts from time to time according to actual operational needs. The Landlord may also call upon CBMO and SBMO to be on duty at Shift C subject to operational need and / or in case of emergency situation.

3. The Tenant shall provide the CBMO, SBMO and BMO with mobile phones with internet connection and instant messaging apps at its own expenses for contact by the Landlord or other tenants in the Kai Tak Cruise Terminal (KTCT) at any time.

Qualification and Experience of CBMO, SBMO and BMO

4. The CBMO shall -
 - (i) hold a valid property management practitioner (PMP) licence (Tier 1);
 - (ii) possess at least five (5) years of full-time working experience at management or supervisory level in overseeing cleaning and / or security service contracts;
 - (iii) hold a post-secondary qualification in property management, building management, facilities management or equivalent issued by a registered post-secondary institution; and
 - (iv) hold a post-secondary qualification in human resources management or equivalent issued by a registered post-secondary institution.
5. The SBMO shall -
 - (i) hold a valid PMP licence (Tier 2);
 - (ii) possess at least three (3) years of supervisory experience in facility management;
 - (iii) possess at least a diploma in facility management, or equivalent; and
 - (iv) be proficient in both written and spoken English and Chinese.
6. The BMO shall -
 - (i) hold a valid PMP licence (Tier 2);
 - (ii) possess at least two (2) years of supervisory experience in facility management;
 - (iii) possess at least a diploma in facility management, or equivalent; and
 - (iv) be proficient in both written and spoken English and Chinese.

Responsibilities / Duties of the CBMO, SBMO and BMO

7. The responsibilities / duties of the CBMO, SBMO and BMO are specified below -

(a) CBMO shall -

- (i) be the Tenant's primary representative in charge of the services to the Government Accommodations, be generally responsible for all related contractual and management matters, and liaise direct with the Landlord, user departments and their representative, Building Management Committee, other tenants in the KTCT and other parties related to the service provided to the Government Accommodations;
- (ii) arrange to provide the services specified in this Annex in full and attain the service level so specified;
- (iii) be responsible for the overall management and administration of all the personnel (including sub-contractors' personnel, if any) providing services under this Annex to ensure that they are fit and qualified for the duties they perform, there are sufficient manpower providing services as per required in this Annex, and the personnel are properly provided with guidance and equipment for safety at work;
- (iv) report to the Landlord or his representatives on a regular basis and provide timely updates during emergency;
- (v) attend meetings with the Landlord or his representatives held monthly and as and when required;
- (vi) manage the issuance, re-issuance, and return of access cards and / or passes to persons deemed appropriate for carrying out services at the KTCT as may be authorised by the Landlord or his representatives;
- (vii) administer the raising and lowering of the national flag and regional flag at the flag staffs on R/F of KTCT specified in Section 1c – Security Services in this Annex;
- (viii) provide quick response to all communications made by the Landlord, user departments and the tenants in the KTCT at all times;
- (ix) oversee, administer and implement effective crowd control and dispersal measures at the Government Accommodations up to the satisfaction of the Landlord and the user departments, in particular, to co-ordinate with ship operation requirements, to set up stanchions, queue lines, signages and other means as directed by the Landlord and / or user departments, and to arrange adequate number of manpower to implement the crowd control and dispersal measures, especially during ship call and / or event days;
- (x) check and oversee readiness of set up and facilities at the Government Accommodations, especially before, during and after disembarkation and embarkation of passengers and during events;
- (xi) assist the Landlord in calculating (i) "District Cooling System charges" for the Premises (including areas for other tenants in KTCT); and (ii) record reading of check meters for various utilities services as directed by the Landlord;
- (xii) manage the Access Control System for Other Areas specified in the Tenancy Agreement; conduct fire drills, assist the Landlord and user departments to conduct fire drills and other drills related to the operation of the terminal, and co-ordinate with other users at KTCT for conduct of such drills;
- (xiii) assist in visits to the KTCT by staff of and guests invited by the Landlord;
- (xiv) liaise with the Government Flying Service (GFS) and other parties to ensure the smooth operation of the access control facilities at KTCT for smooth, direct, free of charge and uninterrupted access to and from the area known currently as GFS Kai

Tak Division by vehicles authorised by GFS or any other parties authorised by the Landlord or his representatives;

- (xv) co-ordinate with GFS, and operate the gates and fences at the boundary area between GFS Kai Tak Division and the KTCT to provide access for personnel with or without tools, equipment and vehicles, for the purposes of cleaning and maintenance of the external windows, wall and facades of the KTCT, security as well as for access to the lifts thereat;
 - (xvi) ensure the services provided to Government Accommodations are in full compliance and strict adherence to the Kai Tak Cruise Terminal Ordinance (Cap.627) and the Port Facility Security Plan; and
 - (xvii) perform any other duties related to the service provided to the Government Accommodations in this Annex as required by the Landlord and / or user departments or their representatives.
- (b) SBMO and BMO shall -
- (i) assist the CBMO in co-ordinating the services and other supporting duties;
 - (ii) assist in the supervision of maintenance, repair and alteration works at the Government Accommodations, in particular to monitor works inside restricted areas;
 - (iii) conduct regular checks of the firefighting appliances, and arrange regular clearing of fire escape routes;
 - (iv) disconnect fire link temporarily, if required;
 - (v) monitor the fire alarms on the main fire panel when the fire link has been temporarily disconnected;
 - (vi) mute fire alarm and disable faulty Fire Service devices on the main fire alarm panel, if required;
 - (vii) prepare weekly reports for fire alarm signals and fire link disconnection events;
 - (viii) carry out daily checking of local control panels for smoke vent system and report any faulty alarm signals;
 - (ix) conduct daily patrol of the closing status of the smoke vents and report any abnormal opening;
 - (x) assist in the control and management of the elevated platforms, fall arrest system or any other equipment for working at height;
 - (xi) assist in the posting and removal of notices and signage within the Government Accommodations as instructed by the Landlord and / or user departments and their representatives;
 - (xii) conduct regular checks of all electronically operated fire doors and maintaining a record of these inspections;
 - (xiii) assist in the management of the Government car park as per instruction by the Landlord or his representatives, including issuance of parking labels and management of vehicular access control for access and parking by personnel authorised by the Landlord and / or user departments and their representatives only;
 - (xiv) conduct day-to-day liaison with the Architectural Services Department, the Electrical and Mechanical Services Trading Fund and any contractors / event organisers as authorised by the respective Government departments and assist in maintaining records of incidents of malfunction;
 - (xv) assist in the implementation of crowd control measures and other logistical plans required to ensure the smooth day-to-day management of the Government Accommodations;

- (xvi) provide logistic support for all exercises, drills and tests involving the Government Accommodations;
 - (xvii) operate the Central Control and Monitoring System (CCMS) at the Building Management Office, monitor the CCMS alarm pages and respond accordingly;
 - (xviii) assist in management of the Access Control System for Other Areas, and access cards and / or passes to persons deemed appropriate for carrying out services at the KTCT as may be authorised by the Landlord or his representatives;
 - (xix) arrange refuelling the fuel tanks of building maintenance units, e.g. spiders and lifting platforms;
 - (xx) work in accordance with the procedures stipulated in the maintenance and inspection checklist against severe weather conditions provided by the Landlord or his representatives to tackle severe weather conditions including arranging preventive checking, inspection and arranging cleaning of drainage channels daily at the Government Accommodations and clear debris at drainage collection points at the Government Accommodations, especially prior to, during and after inclement weather, and to inform the Property Services Branch / Architectural Services Department immediately for any abnormalities found on the drainage systems;
 - (xxi) place adequate numbers of flood boards and sand bags at strategic locations prior to inclement weather;
 - (xxii) receive fault reports from relevant government departments and maintain the record of reports;
 - (xxiii) prepare bi-weekly records on fault reports about malfunction of equipment, damage of facilities or water leakage, etc. which will be followed up by the Architectural Services Department or the Electrical and Mechanical Services Trading Fund;
 - (xxiv) report faults to the Property Services Branch / Architectural Services Department and Electrical and Mechanical Services Trading Fund for repair as appropriate;
 - (xxv) arrange the set-up of tensile barriers, mills barriers, etc., assemble and dismantle of the moveable and demountable partitions or other lightweight furniture or equipment for maintaining passenger flow;
 - (xxvi) take photo / video records of the facilities, condition of the KTCT or situation of crowds as required by the Landlord or his representatives;
 - (xxvii) submit the following reports to the Landlord and / or other Government departments or their representatives:
 - monthly reports on cleaning services schedules and recycling waste collected;
 - bi-weekly reports on plant rooms inspection;
 - the updated list of contacts among the Government departments in the KTCT, the Tenant and other tenants in KTCT, etc.
 - (xxviii) co-ordinate various works and matters with the Building Management Committee and other Government departments; and
 - (xxix) perform any other duties as required by the Government Representative.
- (c) The SBMO shall be responsible to the CBMO, and the BMO shall be responsible to the CBMO and SBMO.

Section 1b - Cleaning, Disinfection, Waste Disposal and Pest Control Services

General requirement

8. The Tenant shall provide cleaning, disinfection, waste disposal and pest control services at the Government Accommodations according to the requirement in this section.
9. The Tenant shall deploy sufficient number of Cleaning Supervisors and Cleaners to carry out the duties according to the requirements specified in this Section 1b.
10. The Tenant shall deploy at least one (1) staff, who shall meet the required qualification and experience, as the Cleaning Supervisor to perform the duties and attend the shifts of the Cleaning Supervisor specified in this section. The Tenant shall also deploy sufficient number of staff (at least one (1) male and one (1) female), who shall meet the required qualification and experience, as Cleaners to perform the duties and attend the shifts of Cleaners specified in this section. For the avoidance of doubt, as long as the duties and service level provided to the Government Accommodations are not compromised, the Tenant may deploy staff who have taken up other duties at the Premises for the performance of the Tenancy Agreement to serve as Cleaning Supervisor or Cleaners.
11. The Tenant shall ensure that the minimum number of staff required in each shift specified in the table and its notes below is fulfilled at all times -

	Rank	Minimum Number of staff required in each shift		
		Shift A (from 0700 to 1600 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift B (from 1400 to 2300 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	Shift C (from 2300 to 0800 hours on the next day (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)
(i)	Cleaning Supervisor	1	1	Subject to operational needs, <u>on-call duty</u> may be required
(ii)	Cleaner (Male)	1	1	
(iii)	Cleaner (Female)	1	1	
(iv)	Cleaner (Male / Female)	3 (including 2 qualified Cleaners to perform cleaning tasks at height)	1	

Note:

The Landlord may adjust the time and duration of the shifts from time to time according to actual operational needs. The Landlord may also call upon Cleaning Supervisor and Cleaners be on duty at Shift C subject to operational need and / or in case of emergency situation.

12. The Tenant shall provide cleaning, disinfection, waste disposal and pest control services at the Government Accommodations upon request by the Landlord due to any ad-hoc events, accident, situations or incidents (e.g. pandemic or situations of public health concern, injuries, fire, water leakage, broken down of machineries, drills, events, etc).
13. The Tenant shall provide uniforms for Cleaners and ensure the Cleaners wear uniforms when carrying out their duties.
14. The Tenant shall at its own expenses provide proper and sufficient personal protective equipment for the Cleaners, and ensure that only Cleaners that are fit and capable for the duty are deployed, in particular for the cleaning work at height where qualifications and certification might be required.

Qualification and Experience of Cleaning Supervisors and Cleaners

15. The Cleaning Supervisor shall possess at least four (4) years' experience in cleaning services, two (2) years of which must be in the capacity of a supervisor and be able to speak Cantonese.
16. The Cleaners shall -
 - (a) be physically fit for carrying out the cleaning, disinfection, waste disposal and pest control services; and
 - (b) for Cleaners who are required to perform cleaning work at height including cleaning of the external walls glass panels and claddings, radar tower and radome, possess the required qualification and certification and fit for carry out such duties at height in a safe and proper manner.

Responsibilities / Duties of the Cleaning Supervisor and Cleaners

17. The Cleaning Supervisor shall be responsible for -
 - (a) coordinating and overseeing the cleaning, disinfection, waste disposal and pest control services at the Government Accommodations provided in accordance with this Section 1b, including assigning jobs to and supervising the Cleaners and arranging the required equipment and materials for particular cleaning tasks;
 - (b) monitoring the performance standard of cleaning tasks and attending to any complaints about the level of cleanliness at particular location(s) within the Government Accommodations;
 - (c) liaising with the building users and all relevant parties on the timing and other arrangements for carrying out specific cleaning tasks;
 - (d) arranging any other cleaning, disinfection, waste disposal (including clinical and chemical waste) and pest control services at the Government Accommodations as required;
 - (e) arranging and coordinating cleaning and disinfection duties at the Government Accommodations in the event of outbreaks of pandemic or epidemic diseases; and
 - (f) performing any other duties related to cleaning, disinfection, waste disposal and pest control services in the Government Accommodations as required by the Landlord, and / or user departments or their representatives.
18. The Cleaners shall be responsible for -

carrying out the cleaning, disinfection, waste disposal and pest control services at the Government Accommodations.

Equipment and Consumables

19. The Tenant shall deploy the following minimum number of fully functional equipment during the entire Term for performance of service at the Government Accommodations:

	Item	Minimum No.
(a)	Carpet shampoo combination machine	2
(b)	Aluminium scaffolding (capable of reaching at least 11 metres height)	1 set
(c)	Rider scrubber	1
(d)	Water suction machine	2
(e)	High pressure water spray (cool water)	2
(f)	High pressure water spray (with hot water of at least 80 degree Celsius)	2 (1 set each for the two refuse collection points)
(g)	Power sweeper	1
(h)	Portable vacuum cleaner	10
(i)	Electric floor drying machine	2
(j)	Portable scrubbing machine	2
(k)	Retractable ladder (capable of reaching at least 6 metres height)	2
(l)	660L rubbish bin	24
(m)	Trolley	4
(n)	Air blowers and anti-slippery carpets	Sufficient quantities
(o)	Warning signs with stand: “Work in progress”, “Caution!”, “Wet floor”, “Work in progress overhead”, etc. in English and Chinese	Sufficient quantities
(p)	Telescopic poles, rubber, hoses, anti-bacterial detergent, disinfectant, plastic hand gloves, personal protective equipment for workers performing disinfection, etc.	Sufficient quantities
(q)	Fogging machine for pest control services	1
(r)	Rodent cages for rodent control measures	20
(s)	Spider Lift (if the on-site specialised equipment is not available)	2
(t)	Scissor Lift (if the on-site specialised equipment is not available)	2

20. The Tenant shall procure at its own cost all the consumables used for the purpose of carrying out the cleaning, disinfection, waste disposal and pest control services at the Government Accommodations, including but not limited to cleaning agents, disposable bio-degradable / recycled litterbags, soaps, shampoos, disinfection agents, alcohols, clothes, brushes, sweepers, pesticides, baits, litter bags, etc. The consumables of toilet paper, disposable hand towels, soap, liquid soap, litterbin bags, sanitising gel / solutions, or alike that are used in the Government Accommodations shall be provided by the Tenant at the Tenant’s cost, and shall be timely refilled and / or replenished to ensure uninterrupted use by the user departments and the public.

Cleaning Services for Government Accommodations - Work Schedules

21. The Tenant shall provide cleaning services as per specified in the table below and with the methods and requirements specified at para. 23-25. The Landlord may change, add or delete items in the table below to suit the operational requirement of user departments.

ITEM	TYPE	SERVICE	INCIDENCE OF CLEANING		STANDARD OF CLEANLINESS
			INCIDENCE	TIME	
1. Office room	Floors	- Sweep and vacuum - Damp-mop (keep the floor dry after cleansing)	D	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Walls	- Remove dust from walls with dry duster	W	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Office furniture inside the office, e.g. tables, chairs, cupboards, cabinets, etc.	- Clean and scrub, with damp and dry cloths	W/2	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Other electrical appliances and fitting (including the mini dry pantry) (including the exterior surfaces of the air-conditioner) (including water dispenser and dehumidifier)	- Scrub / clean / disinfect - Clean with dry cloths - Clean the interior and exterior surfaces (if applicable) - Remove stagnant water	W/2	AM	● Clean and dry ● Additional cleaning is on 'as and when required' basis.

	Onshore power supply room-converted-store room and workshop	- Sweep, clear litter and remove any stagnant water on the floor	W/2	Pre-arrange with user	<ul style="list-style-type: none"> ● Floor within the area should keep clean and dry, stagnant water should be removed.
	Litter bins	- Empty and clean	D/2	AM and PM	<ul style="list-style-type: none"> ● Wastes should be removed regularly to avoid over accumulation. ● Disposable litterbin bags should be replaced whenever replacement is considered necessary by the Landlord and / or user departments or their representatives, and not less than once a week. ● Clean surface and case whenever cleaning is considered necessary by the Landlord and / or user departments or their representatives, and not less than once a month.
	Litterbin bags	- Replace	W	AM	

2. Storage areas	Floor	<ul style="list-style-type: none"> - Vacuum and remove dusts / sands - Damp-mop (keep the floor dry after cleansing) - Sweep and scrub to remove dusts / sands by Electric Floor Scrubbing Machines (電動刷地機) - Remove the water immediately and keep the floor dry after sweeping 	W/2	PM	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Roller shutter door at main entrance	<ul style="list-style-type: none"> - Clean and scrub, with damp and dry cloths 	W/2	PM	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Emergency door	<ul style="list-style-type: none"> - Clean the push-bar and the inner part of the emergency doors with damp and dry cloths 	W/2	PM	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.
	Scrub and using high pressured cool water cleaning machine to clean and to remove all dirt.		2W	PM	

3. Toilets and changing rooms / showering facilities for office areas (Note 1)	(a) Floors	I. Sweep, damp mop and disinfect	D/2	AM and PM	<ul style="list-style-type: none"> ● Floors of toilets should be clean and dry. ● Sanitary fittings i.e. W.C. seats, mirrors and soap dispensers should be clean and in good hygienic condition.
---	------------	----------------------------------	-----	-----------	--

		II. Scrub and disinfect	W/2	Weekdays PM	<ul style="list-style-type: none"> ● Only male cleaner shall clean the male changing room and toilets and only female cleaner shall clean the female changing room and toilets. ● The Tenant shall ensure that the cleansing service is carried out without unduly interfering with the general public. ● The Tenant shall provide notice “Cleaning work in progress 清潔進行中” to warn the public during cleaning operation. ● The Tenant shall not provide wet cleaning to toilets, changing rooms and shower cubicles during the opening hours unless with the agreement of the Landlord and / or user departments or their representatives, and shall mop dry the floors of on a regular basis so as to keep the toilets and changing rooms clean and dry at all times during the opening hours. ● The Tenant shall not unnecessarily lock up or close any water closet compartment or sanitary fitment unless such facilities are damaged, seriously choked, flooded or pose a safety hazard. The Tenant shall forthwith report the case to the user departments and request for repair.
	(b) W.C. Pans, seats, etc.	Scrub and disinfect	D/2	AM and PM	
	(c) Partition & dados	I. Spot clean	D	PM	
		II. Scrub and disinfect	W	Weekdays PM	
	(d) Mirrors, soap dispensers and other sanitary fittings	Clean and disinfect	D/2	AM and PM	
	(e) Sanitary towel incinerators / receptacles	Empty, clean and disinfect	D/2	AM and PM	
	(f) Toilet papers, disposal hand towels, liquid soap, and litterbin bags	Replace and replenish as and when required	D/2	AM and PM	

					<ul style="list-style-type: none">● Toilet papers / disposable hand towels / liquid soap should be refilled timely.● Disposable litterbin bags should be replaced daily or whenever replacement is considered necessary by the Landlord and / or user departments or their representatives.
--	--	--	--	--	--

4. Office pantries	(a) Floors	Sweep, damp mop and disinfect	D/2	AM and PM	<ul style="list-style-type: none"> Floors, basins, walls of pantries have to be clean and in good hygiene. Disposable litterbin bags should be replaced at least twice daily or whenever replacement is considered necessary by the Government Representative.
	(b) Wash basins and electrical appliances	Scrub / clean / disinfect	D/2	AM and PM	
	(c) Floors, walls, windows, electrical fittings, etc.	Scrub / clean / disinfect	W	Weekday PM	
	(d) Litterbin bags	Replace	D/2	AM and PM	

5. Lift-cars and lobbies of L28 in Customs and Excise Department's office (Note: cleaning requirement for lifts L20, 21 and 22 is on 'as and when required' basis.)	(a) Floors	I. Sweep and damp mop	D/2	AM and PM	<ul style="list-style-type: none"> Floors, walls, doors, rails, etc. of lift cars should be clean and dry.
		II. Scrub / wax and polish	W	Weekends PM	
	(b) Marble floors	I. Sweep and damp mop	D/2	AM and PM	
		II. Spray buffing	W/2	Weekends PM	<ul style="list-style-type: none"> Floors should be clean and shining. Floors restore to its original shine.
		III. Scrub / wax and polish	M	Weekends PM	
		IV. Strip old wax	3M	Weekends PM	
	(c) Walls, doors and handrails	I. Clean	D/2	AM and PM	

		II. Scrub / wax and polish	W	Weekends PM	<ul style="list-style-type: none"> Buttons should be cleaned with antiseptic materials. Cleaning work to be carried out in conjunction with the lift maintenance agent.
	(d) Ceilings and light fittings	Clean surfaces	W	Weekends PM	
	(e) Buttons	Clean surfaces	D/2	AM and PM	
	(f) Lift pit	Clear litter, clean and disinfect	6M or as required	Pre-arrange with user	

6. Windows, fixed lights, louvers, etc.	(a) General	Clean glazed areas on both sides and wipe down frames and fittings	M	Pre-arrange with user	<ul style="list-style-type: none"> Windows, frames, venetian blinds and curtain should be clean. Dirt and dust should be removed regularly.
	(b) Venetian blinds	Wipe down	M	Pre-arrange with user	
7. Electrical fittings	(a) Light fittings	I. Clean all exteriors of fixed shades, housing and supports etc.	M	Pre-arrange with user	<ul style="list-style-type: none"> Electrical fittings should be clean. Dirt and dust should be removed regularly.
		II. Wash all removable diffusers, clip-louvers, shades, etc.	3M	Pre-arrange with user	
	(b) Fans, clocks, switches, etc.	Clean	M	Pre-arrange with user	
8. Doors, Partitions, window-sills, and handrails	(a) All types	I. Dust and clean	D	AM or PM	<ul style="list-style-type: none"> Doors, partitions, window sills, walls should be clean. Dirt and dust should be removed regularly.
		II. Clean / wax and polish	M	Pre-arrange with user	
	(b) Glazed areas	Clean on both sides	D	AM or PM	
9. Walls and dados	All types	I. Spot clean	D	AM or PM	
		II. Clean / wax and polish	2W	Pre-arrange with user	

10. Carpets	All types	I. Vacuum clean	D	AM or PM	● Carpets should be kept clean and dry. Dirt and stains should be removed regularly.
		II. Spot clean	W	Pre-arrange with user	
		III. Shampoo	3M	Pre-arrange with user	

11. General Office	(a) Ash trays, litter bins, and waste paper baskets	Empty and clean	D/2	AM and PM	<ul style="list-style-type: none"> ● Litters from litter bins be collected and Dust / dirt of trays / bins / baskets be removed constantly. Wastes should be removed regularly to avoid over accumulation. ● Disposable litterbin bags should be replaced whenever replacement is considered necessary by the Landlord and / or user departments or their representatives, and not less than once a week. ● Clean surface and case whenever cleaning is considered necessary by the Landlord and / or user departments or their representatives, and not less than once a month. ●
	(b) Litterbin bags	Replace	D	Before 1000 hours	
	(c) Office furniture	I. Dust	D	AM	
		II. Clean surfaces and disinfect	W	AM	
	(d) Telephone set and computer accessories such as screen, keyboard, mouse, etc.	Dust and clean with antiseptic material	W	AM	
	(e) Façade, signboards, and fronting wall	I. Dust	D	AM	
		II. Clean / wax and polish	M	Pre-arrange with user	
	(f) Fixed benches and counters	I. Clean	D	AM	
		II. Wax and polish	W	Pre-arrange with user	
	(g) Notice board, display boxes and show windows	Clean glazed areas on both sides and wipe down frames and fittings	D	AM	

	(h) Fire appliances and cabinets, screens, and collapsible metal gates	Clean	2W	Pre-arrange with user	
	(i) Air-condition, air-purifiers outlets, filters and grilles	Clean exteriors	2W	Pre-arrange with user	
	(j) Water dispensers and dehumidifier	Clean exteriors and remove stagnant water	D	Pre-arrange with user	
	(k) All internal surfaces	Dust and clean	W	Pre-arrange with user	
12. Radar tower and the radome	Internal of the radar tower, floor, platform, windows, building services facilities and drainage	Clean and wash	M	Pre-arrange with user	<ul style="list-style-type: none"> ● Clean and dry. ● Additional cleaning is on 'as and when required' basis.
	Exterior of radar tower and radome (Note 2)	Clean and wash	12M	Pre-arrange with user	<ul style="list-style-type: none"> ● Clean and dry ● Additional cleaning is on 'as and when required' basis.
13. Government Car Park	Floors and surface channels (open and covered)	I. Sweep	D	PM	<ul style="list-style-type: none"> ● Surface channels / drains are clean and free from blockage by litters / waste materials. ● Stagnant water should be removed. ● The Tenant shall remove tyre marks on the carparks on regular basis and as and when required.
		II. Scrub and using high pressured cool water cleaning machine to clean and to remove all dirt.	2W	Weekday PM	

14. Pest Control	All Government Accommodations	I. Spray insecticide II. Place rodent bait III. Apply rodent cages wherever necessary for rodent control IV. Remove all stagnant water once detected in the Government Accommodations	12M or as required	Pre-arrange with user	<ul style="list-style-type: none"> ● To kill and prevent from breeding of cockroaches, ants, mosquitoes, rodents, bedbugs, termites etc. ● Additional pest control is on “as and when required” basis. ● Requirements at para. 26 on “Pest Control Service” should be followed.
------------------	-------------------------------	--	--------------------	-----------------------	--

(a) Legend

12M = Once every 12 months

2M = Once every 2 months

W = Once a week

D/2 = Twice daily

6M = Once every 6 months

M = Once a month

W/2 = Twice weekly

D/4 = 4 times daily

3M = Once every 3 months

2W = Bi-weekly

D = Daily

AM = Morning session

PM = Afternoon session

(b) Other Requirements

- The Tenant shall be responsible for disposing of waste and refuse collected from Government Accommodations properly at the refuse collection points at the KTCT or if agreed by the Landlord or his representatives, at other location legally in order for such disposal.
- The Tenant shall provide proper cleaning service trolley to each and every Cleaner.
- The Tenant shall arrange installation of hand sanitiser dispensers and replenishment of hand sanitiser at the Government Accommodations at its own costs.
- Cleaners may be required to step up cleaning frequency for lifts and public areas as instructed by the Landlord and / or user departments or their representatives when the response level for the Government’s Contingency Plan of different infectious diseases is raised.
- Ad-hoc or emergency requests for provision of cleansing and supporting services during typhoon or rainstorm warning periods may be required.

Notes

1. List of toilets and changing rooms in Government Accommodations are provided below for information.

Floor	Government Accommodations	Male Toilet	Female Toilet	Accessible Toilet	Changing Room
G/F	Customs and Excise Department	2	2	1	0
1/F	Customs and Excise Department	2	2	0	2

2/F	Immigration Department	2	2	1	2
	Hong Kong Police Force	2	2	1	0
	Department of Health	2	2	3	0
	Customs and Excise Department	1	1	0	0

2. For the cleaning of the exterior of radar tower and radome, the Tenant may sub-contract the works to a qualified technician. In carrying out this cleaning duty, the Tenant and its sub-contractor is requested to comply with the following:
 - (i) Each item of the system complies with the relevant Construction Sites (Safety) Regulations and statutory requirements of Hong Kong Factories and Industrial Undertakings (lifting appliances and Lifting Gear) regulations. For example, all motorised winches, "structural anchors", connecting fixtures (e.g. shackles) and associated equipment (including primary and secondary safety fall arrest lines) used within the proposed system will carry relevant lifting equipment certification / RPE endorsement (i.e. Forms 3, 5, 6 and 7).
 - (ii) All compliance documentation and weekly inspection documentation would be made available to the relevant authorities prior to the works. A Form one (weekly inspection of lifting appliance / winch) will be completed on-site. Inspection and verification of anchorages by an independent authorised RPE will be sought prior to any works.
 - (iii) In addition to equipment / system related documentation, the full suite of standard project related documentation (refer to the list below) is required to be submitted prior to the works:
 - (a) Site specific, job risk assessment and hazard analysis
 - (b) Structure access method statement
 - (c) Inspection work method statement
 - (d) Operational procedures
 - (e) Rescue plan and procedures
 - (f) Daily work, pre-start safety review and check list
 - (g) Equipment inspection checklist
 - (h) Insurance documentation
 - (i) Technician certification for the lifting appliance, rescue, inspection and construction workers safety, etc.
 - (iv) All requirements specified at para. 25 on "Performing Cleaning Tasks at Height".

Disinfection Services for Government Accommodations - Work Schedules

22. In case of raising of response level by the Government against various infectious disease, the Landlord and / or user departments or their representatives will instruct the Tenant to and the Tenant shall provide disinfection services for the Government Accommodations as per specified in the table below, and deploy sufficient staff and tools to provide the said services. The Landlord may change, add or delete items in the table below to suit the operational requirement of user departments.

Item	Location	Type	Service	Incidence
1.	All main entrances	a) Doors, door handles and push plates	Sterilise on both sides with a damp cloth using 1:99 diluted household bleach solution	Every two hours daily
		b) Digital locks, release buttons and switches		
		c) Floor, staircase and landings	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
2.	Lift lobbies on all floors	a) Floor		Two times a day
		b) Lift call buttons and panels	Sterilise with a damp cloth using 1:99 diluted household bleach solution	Every two hours daily
		c) Lift doors	Sterilise on both sides with a damp cloth using 1:99 diluted household bleach solution	Two times a day
3.	All lift cars	a) Floor	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Lift control buttons and panels		Every two hours daily
		c) Surrounding walls and handrails	Sterilise with a damp cloth using 1:99 diluted household bleach solution	
4.	Lobby reception counters on all floors	a) Reception counters	-ditto-	Two times a day
		b) Counter telephones	Sterilise with 70% medical alcohol	Two times a day
5.	All toilets	a) Floor	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Door knobs, partitions, dados, W.C. pans, seats, wash basins and other sanitary fittings	Scrub and clean with 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day

6.	All office pantries	a) Floor	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Wash basins, cupboard doors and door knobs	Scrub and clean with 1:99 diluted household bleach solution	Two times a day
7.	Staircases and escalators	a) Floor and landings	Damp mop using 1:99 or 1:49 diluted household bleach solution as appropriate to case according to Director of Health's advice and buff	Two times a day
		b) Handrails	Sterilise with a damp cloth using 1:99 diluted household bleach solution	Every two hours daily

23. The Tenant is required to: -

- (a) clear excreta of live animals and remove dead animals found at all areas, floors, car parks, staircases and steps in the Government Accommodations; If suspected infectious material is found, relevant Government Departments shall be informed;
- (b) conduct immediately intensive cleaning and disinfection of any grossly contaminated areas by using diluted household bleach or other recommended disinfecting agents in accordance with the relevant guidelines issued by the Director of Health;
- (c) provide protective clothing, mask and hand gloves to the Cleaners for them to render the disinfection service in accordance with the relevant guidelines issued by the Director of Health.

Methods and Materials to be Used in the Cleaning of Particular Finishes

24. In providing cleaning service as required in this Annex, the Tenant shall adopt the methods specified below -

(a) Mosaic Tiles

Sweep clean of all dust - scrub with liquid detergent solution and bactericidal agents - wash down thoroughly with clean water - remove all excessive water from surface with clean cloth. Water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. - Avoid unsafe cleaners that may damage the concrete grouting surrounding the tiles.

(b) Terrazzo

Sweep clean of all dust - scrub with an approved liquid detergent solution and bactericidal agents - wash down thoroughly with clean water - remove all excessive water from surface with clean cloth. Water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. - Avoid unsafe cleaners, acids or other corrosive liquids that may damage the concrete matrix away from the marble chips.

(c) White or Coloured Rubbed Granolithic

Sweep clean of all dust, thoroughly wash down surface with clean water, scrub with approved liquid detergent solution, thoroughly rinse down with clean water, and remove all excessive water with clean cloth. Apply approved water emulsion polish to rubbed granolithic floors, walls and dados and buff to produce a highly polish finish.

N.B. - Avoid using metal brushes, wire wool, unsafe cleaning agents or other corrosive liquid that may damage the cement matrix.

(d) Marble / Limestone / Reconstituted stone / Granite

Sweep clean of all dust - scrub with warm water and a non-caustic detergent. Wash down with clean water and remove all excessive water with clean cloth. The surface may be polished where a brilliant finish is desirable.

N.B. - Avoid the use of acid metal brushes, wire wool, unsafe cleaning agents or other corrosive liquid which are harmful to marble / limestone / reconstituted stone / granite.

(e) Thermo-Plastic (asphalt or Vinyl) Tiles

Sweep clean of all dust - wash with a weak solution of liquid detergent and bactericidal agents, wash down thoroughly with clean water and dry with clean cloth. Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes. After repeated applications of polish, a “build-up” old polish may occur - this may be removed by the use of concentrated detergent cleanser of the appropriate type or stripping agent.

N.B. - Avoid using poor quality soaps with alkaline content, coarse scouring powder and solvents such as paraffin, white spirit, petrol, benzine, etc. Rubber heel marks may be removed by the use of fine grade steel wool or nylon web pads.

(f) Quarry Tiles

Sweep clean of all dust - scrub with liquid detergent solution and bactericidal agents - wash down thoroughly with clean water and dry thoroughly with clean cloth. If a dust free surface is required a coat of spirit solvent wax can be applied. Allow to dry out and when thoroughly dried buff to a brilliant finish preferably with a suitable polishing machine. Do not use pigmented polishes without prior reference to the Government Representative.

(g) Teak Block Floors

Sweep clean of all dust - apply a film of spirit solvent wax (do not use water emulsion wax unless the floor has been thoroughly sealed) or, where the traffic density is high, natural paste wax. Allow the liquid polish time to harden. Buff daily with a suitable polishing machine.

(h) Glazed Tiles

Brush clean of all dust - scrub with liquid detergent solution and bactericidal agents - wash down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. - Each operator should clean, rinse and dry an area of about 1m² at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

(i) Linoleum

As for Thermo-Plastic Tiles.

N.B. - High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish using a suitable polishing machine.

(j) Rubber Flooring

- (i) Before waxing it is essential that the surface should be perfectly clean. When cleaning rubber flooring it is essential to avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor. The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth. Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth. Good quality soap bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.
- (ii) When clean, the floor should be treated with water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. - Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzene and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

(k) Cork Flooring

- (i) The floor should first be cleaned with a good quality neutral soap or detergent and bactericidal agents. A minimum amount of water should be used as excess of water may seep between the tiles and loosen them from the floor. The floor should then be rinsed with clean water and thoroughly dried. Then dry steel wool (or gauze) may be used to remove stains and clean badly soiled areas.
- (ii) When dry, the floor should be sealed with either a polyurethane or oleoresinous seal. Such sealing is a specialised process and should not be attempted other than under experienced supervision. If the floor is not sealed, it then requires to treat the surface with several coats of high grade polish to fill up the pores. Over this base any polish including emulsions can be used. However, whatever polish is applied, it is to be stripped at regular intervals and followed by frequent maintenance detailed below.
- (iii) For subsequent maintenance, an occasional application of floor wax, either solvent bound or an emulsion polish will considerably extend the life of the seal and provide a better resistance to scuff marks.

(l) Painted Surface (Oil)

- (i) Flat finish: Remove all surface dust with a soft brush, wipe down with damp cloth containing weak detergent solution and bactericidal agents. Wipe down with a clean damp cloth. Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.
- (ii) High gloss finishes: As above, but do not use any form of abrasive to remove stains. The use of washing soda or any other highly alkaline material should also be avoided. For a superior finish a high quality paste wax can be applied and buffed to the required finish.

(m) Stainless Steel

To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented. Frequent careful washing with soap and water or detergent solution and bactericidal agents will maintain appearance indefinitely. Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

(n) Bronze Finishes

Bright bronze must be kept free from dust during the process of toning down, so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish) a coating of hard wax, impervious to moisture and easily polished.

Chemically toned bronze requires the action of the atmosphere for a short time after

fixing to “see” it to its permanent shade, during which time it should be kept free from dust by occasionally cleaning with a little petrol, after which the surface should be protected in the same way as natural toned bronze.

N.B. - The usual kinds of metal polish, and oil such as paraffin, should on no account be used. Natural wax may be used, apply with a cloth pad, allow to dry out and when thoroughly dry, buff to a brilliant finish.

(o) Aluminium

Thoroughly wash down with water containing non-alkaline soap or detergent and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of a wax polish may preserve an attractive appearance.

N.B. - Avoid the use of abrasive and steel wool.

(p) Chrome Finishes

Chrome finishes very rarely require anything more than a rub down with a soft cloth, but to prevent pitting such finishes may be cleaned once a month with chrome cleaners.

(q) Carpet Shampooing / Dry Cleaning

- (i) Rotary Brush Method - Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo or commercial carpet cleaning formula to comply with the manufacturer’s instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.
- (ii) Dry Foam Method - Use a pile lifting machine to run over the area first. A fully automatic dry-foam machines which converts the liquid shampoo into a foaming fluffy solution will be operated to (i) lay the fluffy solution, (ii) scrub with brushes in one pass and in one direction and immediately suck up the slurry.
- (iii) Steam Extraction Method - Use a fully automatic steam machine to jet heated solution of appropriately mixed water and liquid shampoo into the carpet under pressure in one pass and in one direction and remove all loosened dirt instantly by simultaneous vacuum action.

N.B. - Before cleaning carpets with any of the above methods, it is essential to clear the room of all light furniture and scrub a small and inconspicuous area to check for colour fastness and backing wetness. Only skilled operators are allowed to carry out such carpet shampooing and great care must be taken to prevent shrinkage and over wetting. A second pass may be necessary in heavily soiled areas.

(r) Marble / Granite Floor with Sealer Protection

- (i) To clean granite flooring daily with a soft cloth and a neutral, non-abrasive cleanser for best results.

- (ii) To keep granite flooring clean, cleaning granite flooring daily with use a microfiber cloth to dust off the surface. Wipe down the granite flooring and as needed using water.

Once a week wipe down with a damp cloth and a stone cleaner formulated with a neutral pH. Never use harsh chemicals or abrasive cleaners. They can scratch, pit and etch the surface of the stone. For oily stains, try a poultice made of a cup of flour or baking soda and 5 tablespoons of dish soap. Add water to make it the consistency of sour cream or yogurt. Place the solution directly on the stain and cover with plastic wrap overnight, before washing away the poultice.

CAUTION:

- I) Do not use a poultice containing bleach on dark color stone.
- II) Do not use acid (pH value < 5) detergent to cleaning granite flooring – it will damage the color granite flooring and affect the granite color.
- III) Do not use colored detergent to cleaning granite floor, due to it will cause granite have color transform.

Performing Cleaning Tasks at Height

25. The Tenant shall comply with the following when performing cleaning tasks at height as required in this Annex -
- (a) The Tenant shall be responsible for assigning appropriate and well-qualified manpower, and providing necessary specialised equipment at his own cost, including but not limited to Spider Lift and Scissor Lift, to perform cleaning / inspection service works at height including cleaning of external walls, the radar tower and the radome in a safe and proper manner, and shall deploy trained Cleaners with valid permit or licence to operate all equipment in accordance with the prevailing statutory rules and regulations for the task.
 - (b) The Tenant shall at its own cost provide any other specialised equipment or elevating platform, etc. for performing cleaning tasks at height upon request by the Landlord or his representatives.
 - (c) The Tenant shall observe the following Regulations and Codes of Practices:
 - Factories and Industrial Undertakings Regulations – Regulation 24 (Cap. 59A)
 - Factories and Industrial Undertakings (Lifting Appliances and Lifting Gear) Regulations (Cap. 59J)
 - Factories and Industrial Undertakings (Suspended Working Platforms) Regulations (Cap. 59AC)
 - Occupational Safety and Health Regulation - Section 6 and Section 18 (Cap. 509A)
 - Construction Sites (Safety) Regulations - Regulation 38A to 38I (Cap. 59I)
 - Code of Practice for Metal Scaffolding Safety, Code of Practice for Bamboo Scaffolding Safety and Code of Practice for Safe Use and Operation of Suspended Working Platforms issued by Commissioner for Labour
 - Any other regulations and Codes of Practices on the use of lifting platforms and other equipment for working at height prevailed during the Term.

Pest Control Services

26. The Tenant shall comply with and perform the following when providing pest control services at the Government Accommodations -
- (a) Provide / arrange relevant training programmes to pest control staff on the following aspects:
 - (i) fundamental knowledge on behavior and reproductive ability of mosquitoes, rodent, bedbugs, termites, flies, fleas, cockroaches and ants, etc.;
 - (ii) preventive and control measures of mosquitoes, rodent, bedbugs, termites, flies, fleas, cockroaches and ant, etc.;
 - (iii) use of equipment and technique for application of pesticides and rodenticides; and
 - (iv) safety and occupational hazard in the application of pesticides and rodenticides.
 - (b) Assign a designated officer to coordinate and undertake the control and prevention of pest (e.g. mosquitoes, rodent, bedbugs, cockroaches, ants, termites, etc.) at the Government Accommodations;
 - (c) Provide a management plan of pest control of the Government Accommodations upon implementation of the Tenancy or as requested.
 - (d) Conduct thorough inspection of the Government Accommodations for pest and mosquito control with particular emphasis on possible stagnant water places at least once a week and report the findings (including a checklist on the breeding places for pest and mosquito and an action taken report for pest and mosquito control) to the Landlord or his representatives;
 - (e) Provide a detailed pest control log for future follow up.
 - (f) Remove any abandoned articles or receptacles that are likely to accumulate water.
 - (g) Remove stagnant water and eliminate all possible source(s) for breeding of pest. Stagnant water in breeding places / potential breeding places that could not be directly removed should be treated with larvicides or larvicidal oil at the own costs of the Tenant.
 - (h) Conduct control, inspection and treatment of pest and vermin, including elimination of all possible sources for breeding of pest and vermin as instructed by the Government Representative(s) at its own cost.
 - (i) Apply only registered larvicides / pesticides under the Pesticides Ordinance (Cap. 133) with low toxicity.
 - (j) Patrol potential rodent and other pest infested sites and carry out control works of rodent and other pest infestation.
 - (k) Warn the public or venue users in the vicinity of rodenticides / pesticides treatment.
 - (l) Collect and dispose of dead rodent and pest in sealed black plastic bags to the refuse

collection points inside the Government Accommodations.

- (m) Take all precautions to ensure that the control measures administered shall not cause any harm or hazardous effects or nuisance to the building users, visitors and the general public inside and in close vicinity of the Government Accommodations.
- (n) Conduct intensive mosquito and pest control programme as instructed by the Food and Environmental Hygiene Department / Government Representative if the existing control measures are found ineffective by the Government Representative.
- (o) Supply one dedicated pest control team comprising one supervisor and two pest control workers with appropriate equipment for carrying out emergency mosquito, rodent and other pest control services beyond the work shift (24-hour) in accordance with the instruction of the Landlord or his representatives within TWO hours of being notified by the Landlord or his representatives. The pest control team shall not undertake other tasks beyond the scope of pest control in parallel such as other cleaning tasks.

Section 1c - Security Services

General requirement

27. The Tenant shall provide security services at the Government Accommodations according to the requirement in this section.
28. The Tenant shall provide a full round-the-clock (including all General Holidays during the Term) and comprehensive security services at the Government Accommodations to protect against fire risk, water leakage, theft and burglary, trespass by unauthorised persons and vehicles, damage to property, other offences, and such other responsibilities as are normally and reasonably associated with such services. The Tenant shall ensure the continuity of services and the proper handover of duties. A duty roster with full details of the Senior Security Officers, Security Officers and Security Guards (collectively known as “Security Personnel”) must be made available at all times for inspection.
29. The Tenant shall deploy sufficient number of Senior Security Officers, Security Officers and Security Guards (collectively known as “Security Personnel”) to carry out the duties according to the requirement specified in this Section 1c. The Tenant shall maintain a register of all Security Personnel (regardless of their ranks) deployed at the Government Accommodations and a copy of such register shall be submitted to the Government Representative for record. The Tenant shall immediately inform the Government Representative of any change of the Security Personnel.
30. The Tenant shall deploy sufficient number of staff, who shall meet the respective required qualification and experience, as Senior Security Officer, Security Officer and Security Guard to perform the duties and attend the shifts of Senior Security Officer, Security Officer and Security Guard specified in this section. For the avoidance of doubt, as long as the duties and service level provided to the Government Accommodations are not compromised, the Tenant may deploy staff who have taken up other duties at the Premises for the performance of the Tenancy Agreement to serve as Senior Security Officers, Security Officers or Security Guards.
31. The Tenant shall ensure that the minimum number of staff required for Senior Security Officer and Security Guard in each shift specified in the table and its notes below is fulfilled at all times –

	Rank	Minimum number of staff required in each shift		
		<u>Shift A</u> (from 0700 to 1600 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	<u>Shift B</u> (from 1400 to 2300 hours (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)	<u>Shift C</u> (from 2300 to 0800 hours on the next day (including one (1) hour of meal break) every day from Monday to Sunday including General Holidays)
(i)	Senior Security Officer	1	1	1

(ii)	Security Guard	2	2	2
------	----------------	---	---	---

Note:

The Landlord may adjust the time and duration of the shifts from time to time according to actual operational needs.

32. The Tenant shall deploy Security Officer, number of which shall be determined by the Landlord and / or user departments or their representatives but shall not exceed nine (9), to perform the duties of Security Officers on days when there is cruise ship(s) at berth at the KTCT, for a period from one (1) hour before the estimated time of arrival of the first cruise to one (1) hour after the actual time of departure of the last cruise departed on the day. The Security Officers shall serve the Government Accommodations exclusively and shall not take up other duties of the Tenant during the time they are deployed as Security Officers for Government Accommodations under this section. The Tenant may deploy staff on shift as long as the required number of Security Officers shall be fulfilled at all times when there is cruise ship(s) at berth. The Landlord and / or user departments or their representatives will as far as possible give the Tenant not less than three (3) days prior notice in writing or verbally, in such duration and manner of Security Officer's deployment as may be directed by the Landlord and / or user departments or their representatives.
33. Notwithstanding the numbers of Security Personnel specified at para. 31 and 32 above, the Tenant shall deploy additional Security Personnel as and required by the Landlord and / or user departments or their representatives so as to meet emergency requirements and / or actual operational need.
34. The Tenant shall maintain an Occurrence Book for the Government Accommodations which shall record details of each patrol and supervisory visit, details of all incidents, emergencies, damages, disturbances and the like, and any other information requested by the Landlord and / or user departments or their representatives.
35. The Tenant shall maintain an attendance book to record the times of arrival and departure, names, and the guard numbers of the Security Personnel.
36. The Tenant shall provide the Senior Security Officer and Security Officer with mobile phones with internet connection and instant messaging apps at its own expenses for contact by the Landlord or other tenants in the KTCT at any time.
37. At least two (2) Security Personnel in each shift shall hold a certificate of competency in first aid issued by the St. John's Ambulance Association, the Auxiliary Medical Services or the Hong Kong Red Cross as defined in Section 17 of the Occupational Safety and Health Regulation (Cap. 509A) and have sufficient knowledge in the use of the automated external defibrillator (AED).

Qualification / Experience Requirements for Security Personnel

38. The Senior Security Officer shall -
 - (a) either have served for **at least five (5) years** in disciplinary forces in Hong Kong and should have engaged in the related disciplinary duties within the last twenty (20) years; **or** have been employed in the security profession for **not less than eight (8) years** and should not have left such service for more than five (5) years;

- (b) be in possession of a valid Security Guard Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorising him / her to carry out security work at category B; and
 - (c) be able to speak Cantonese, English and Putonghua fluently.
39. The Security Officer shall -
- (a) either have served for **at least three (3) years** in disciplinary forces in Hong Kong and should have engaged in the related disciplinary duties within the last twenty (20) years; **or** have been employed in the security profession for **not less than five (5) years** and should not have left such service for more than five (5) years;
 - (b) be enrolled in orientation training and regular on-the-job training during the Term at the Tenant's own expense. The Government Representative reserves the right to request the Tenant to submit and amend the training proposal as appropriate;
 - (c) be in possession of a valid Security Guard Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorising him to carry out security work category B; and
 - (d) good command of spoken Cantonese, English and Putonghua to a degree of fluency to the satisfactory performance of the duties.
40. The Security Guard shall -
- (a) be in possession of a valid Security Guard Permit issued by the Commissioner of Police under the authority of Section 14 of the Security and Guarding Services Ordinance (Cap. 460) authorizing him / her to carry out security work category B; and
 - (b) be able to speak Cantonese, simple English and simple Putonghua.

Duties of Security Personnel

41. The Senior Security Officer shall be responsible for -
- (a) Coordinating and overseeing the security services at the Government Accommodations provided in accordance with this Section 1c, including assigning jobs to and supervising the Security Officers and Security Guards, and arranging the required equipment and materials for carrying out security duties;
 - (b) Monitoring the performance standard of security services and attending to any complaints about the security services;
 - (c) Ensuring that the requisite number of Security Personnel is in attendance and carrying out their duties in a satisfactory manner; and recording any absence of Security Personnel on the Occurrence Book;
 - (d) Maintaining the attendance book and the Occurrence Book;
 - (e) Responding to emergency calls and turning out promptly to deal with reported incidents, and preparing investigation reports;
 - (f) Deploying staff to man the security system, the security control room and any other areas of the Government Accommodations as required for the overall security control of the whole Government Accommodations;
 - (g) Ensuring keys of service rooms and vacant accommodation are in safe custody and

- recording all handing over, issuance and returning of keys with the date, time and key holders registered;
- (h) Liaising with the building users and all relevant parties on delivery of the security services; accompany CBMO in attending meetings with the Landlord or his representatives;
 - (i) Assisting the CBMO to liaise with the occupier / owner of the adjacent sites (including the site of Runway Park and GFS Kai Tak Division) to ensure the smooth access to and from Government Accommodations through the adjacent sites;
 - (j) Oversee the raising and lowering of national and regional flags at the flag staffs on R/F of KTCT to ensure its in compliance with the provisions in this section and with the relevant law and guidelines; and
 - (k) Perform any other duties related to security services as and when required by the Landlord and / or user departments or their representatives.
42. The Security Officer shall be deployed by the Tenant to serve the Government Accommodations exclusively during the time cruise ship(s) at berth and shall be responsible for -
- (a) arranging hardware / furniture set-up at the Immigration Hall or any other Government Accommodations as requested by the Landlord and / or user departments or their representatives for effective crowd control and dispersal or any other purpose as appropriate prior to the arrival of cruise vessels and / or after disembarkation of passengers;
 - (b) assisting in crowd and queueing management at the Immigration Hall or any other Government Accommodations as directed by the Landlord and / or user departments or their representatives;
 - (c) attending to security issues, accidents and incidents and issues of emergency at the Immigration Hall or any other Government Accommodations as requested by the Landlord and / or user departments or their representatives;
 - (d) Real-time reporting of the situation of crowds at the Immigration Hall or any other Government Accommodations as required by the Landlord or his representatives; and
 - (e) performing any other duties related to security services at the Government Accommodations as and when required by the Landlord and / or user departments or their representatives.
43. The Security Guard shall be responsible for –
- (a) patrolling all areas in the Government Accommodations, in particular the Government Carpark on 1/F and the flag staffs on R/F, with frequency of no less than every two (2) hours (or at such other frequency specified by the Landlord or his representatives) according to the route of patrol and manner to be programmed or agreed by the Landlord or his representatives;
 - (b) attending to issues of security concern and accident, incident and issues of emergency;
 - (c) operating and manning the security systems and security control room of the Government Accommodations, as well as all security surveillance equipment installed within the Government Accommodations;
 - (d) attending to any alarm or emergency warning signals emitted by the security systems or other security surveillance equipment of the Government Accommodations and checking out as the case requires or directed by the Landlord and / or user departments or their representatives;
 - (e) ensuring that no unauthorised person is permitted to enter places within the

Government Accommodations; the Security Guards shall order such unauthorised persons to leave the grounds or buildings or area forthwith;

- (f) assisting the Security Officers in implementing crowd control and queuing measures, including assembling / dismantle moveable and demountable partitions or other lightweight furniture or equipment, during ship call days at the Immigration Hall or any other areas in the Government Accommodations as and when directed by the Landlord and / or user departments or their representatives;
- (g) implementing crowd control measures as when required by the Landlord and / or user departments or their representatives in areas of Government Accommodations in times of events, incidents, accident, or emergency situations as and when required by the Landlord and / or user departments or their representatives;
- (h) performing cardiopulmonary resuscitation and operating automated external defibrillator as and when required;
- (i) raising and lowering the national flag and regional flag at the flag staffs on R/F of KTCT in a manner specified in this section (para. 54-56);
- (j) operating floodlights and Public Address System as and when required;
- (k) operating x-ray machines and walkthrough metal detectors at entrance area as and when required;
- (l) reporting immediately the failure to the relevant public utility authority, the Landlord and user departments or their representatives in the event of failure of electricity / water / gas supplies in the Government Accommodations;
- (m) reporting immediately to the relevant maintenance agents / company, the Landlord and user departments or their representatives in the event of breakdown of lift / escalator / automatic door / door phones / security devices (such as card readers, CCTV, turnstiles), etc in the Government Accommodations;
- (n) ensuring all fire resisting doors and emergency exits in the Government Accommodations are kept closed at all times, in particular to prevent unauthorised access to restricted areas in case of false fire alarm, and ensuring that firefighting equipment is securely placed in designated locations;
- (o) informing the Fire Services Department (Tel. 999) and, alerting all occupants of the premises in the event of fire / emergency; before the arrival of the firemen, endeavouring to fight and prevent the spread of fire with fire-fighting equipment;
- (p) reporting immediately to the CBMO for investigation and further action on all reported instances of loss of personal property and damages found in the Government Accommodations; If any damage is known to have been caused by any person, including any occupant of the Government Accommodations, obtaining all particulars of the persons causing the damage as far as possible and assisting the designated police formation in further investigation;
- (q) reporting immediately to the CBMO all instances where any one is seen to have contravened any orders or instructions concerning the management and operation of the Government Accommodations;
- (r) checking and ensuring all windows and doors of any vacant accommodation in the Government Accommodations are secured;
- (s) reporting to the CBMO any deficiencies and accumulation of rubbish, cigarette or abandoned articles which cause safety or fire-hazards in the public areas;
- (t) In the event of a rainstorm or a typhoon or tropical cyclone signal No. 3 (or higher) is hoisted, to ensure that all windows and doors in the Government Accommodations are securely locked throughout the rainstorm or the typhoon, and to check that surface channels, drains, and gutters and rainwater outlets on roofs or ground affecting Government Accommodations are free from blockage and to report to the relevant maintenance office immediately if found blocked;
- (u) reporting faulty light bulbs and lamps in Government Accommodations to the onsite contractors for arranging replacement;
- (v) standing by round-the-clock to monitor the fire alarms on the main fire panel when the fire link for Government Accommodations has been temporarily disconnected;
- (w) regulating the vehicular movement and parking control in accordance with the

- instructions of the Landlord or his representatives within the Government car parks;
- (x) assisting the CBMO to liaise with the occupier / owner of the adjacent site (including the site of Runway Park, Youth Post Hostel and GFS Kai Tak Division) to ensure the smooth access to and from Government Accommodations through the adjacent sites; and
 - (y) performing any other duties related to security services as and when required by the Landlord and / or user departments or their representatives.

Supervision, Discipline and Manner

- 44. The Security Officers and Security Guards shall be responsible to the Senior Security Officer.
- 45. Each of the Security Personnel designated for these patrolling responsibilities shall carry out patrols on foot and shall carry an electronic patrol device to record their patrols at various check-points installed within such locations of the Government Accommodations as from time to time designated by the Landlord or his representatives. The guard patrol data / recorded shall be retained properly and made available for inspection at least twice every day by the Senior Security Officer or by the Landlord or his representatives at any time as required. Such records are the property of the Government and shall **not** be deleted / disposed of without the agreement of the Landlord or his representatives. The Security Personnel shall also attend to any abnormal incidents immediately upon receipt of reports from user departments of the Government Accommodations. Copies of the record may not be provided to the Tenant unless with the agreement of the Landlord or his representatives.
- 46. The Tenant shall ensure that the Security Personnel behave themselves in a proper and polite manner at all times in their dealing with the passengers, members of the public and staff in the Government Accommodations. Any Security Personnel employed in the Government Accommodations or in connection with any work carried out under this Annex shall not commit any of the following acts: -
 - Arrive late or leave early;
 - Enter any area of the Government Accommodations other than those necessary for the performance of the services;
 - Cause wilful damage to Government Property and misuse of facilities provided by the Government;
 - Gamble, steal, fight or commit any criminal offence;
 - Use foul language;
 - Indulge in poor timekeeping and absence without approval or good cause;
 - Sleeping or drinking of alcohol whilst on duty;
 - Smoking of cigarette, cigar or pipe whilst on duty;
 - Habitually negligent in the performance of his duties;
 - Commit fraud or dishonest acts;

- Refuse to obey a lawful and reasonable order by the Government Representative;
 - Fail to wear full uniform whilst on duty;
 - Fail to comply with the requirements of the Government Representative; and
 - Solicit or accept any money, gift or advantages from staff, building users or members of the public.
47. The Tenant shall ensure that all Security Personnel provided by him or his sub-contractors to execute security duties at the Government Accommodations covered by this Annex are competent and efficient staff with knowledge of Cantonese, simple English and Putonghua adequate to communicate with members of staff, visitors and members of the public on matters concerning their duties. The Tenant shall provide only experienced supervisory staff to give proper training, supervision of and instructions to its Security Personnel.
48. All Security Personnel provided by the Tenant shall carry valid Security Guard Permits at all times while on duty.
(N.B. - Photocopies of the Security Guard Permit will not be accepted. The Tenant or its sub-contractor shall be registered as the employer of the Security Personnel in their permits.)

Uniform and Equipment

49. The Tenant shall ensure that the Security Personnel when on duty are of smart appearance and with their hair neatly kept. The Security Personnel shall put on proper uniform as agreed by the CBMO when on duty. All Security Personnel on duty are required to display name badges prominently at all times.
50. The Tenant shall provide and maintain at his own expense a VHF portable transceiver for each Security Personnel on duty. These transceivers shall be used by the Security Personnel for efficient and constant communication and in emergencies. Additional sets shall be made available, as and when required by the Landlord or his representatives.
51. The Tenant shall, at his own expense, provide each Security Personnel with appropriate and adequate items of equipment and such other equipment necessary for the proper and efficient discharge of their duties including torches, safety helmets, raincoats, and so on. When typhoon signal No. 3 or Amber rainstorm signal or above is hoisted, approved helmets shall be worn by all Security Personnel while on duty outdoors.

Occupational Safety and Health

52. The Tenant shall comply with the prevailing policies, guidelines and procedures safeguarding occupational health and safety of staff deployed at the Government Accommodations. He shall ensure that where required, comprehensive assessment and management of risks to occupational health and safety of the Security Personnel stationed at the Government Accommodations shall be undertaken; and based on such assessment, adequate measures shall be taken to guard against such risks. The Tenant

shall only provide experienced supervisory staff to give proper training, supervision and instructions to its Security Personnel. The Tenant shall ensure that all Security Personnel provided by it to execute security services at the Government Accommodations: -

- (i) are properly trained, competent and efficient in carrying out the duties as stipulated in this Section 1c;
- (ii) shall be fully aware of any potential risks that may exist through the undertaking of their duties and to follow policies and guidelines that may be in force from time to time concerning occupational safety and health; and
- (iii) take all reasonable steps to ensure their safety, and the safety of others, in the discharge of their duties.

Equipment

53. The Tenant shall provide the following minimum number of equipment during the Term: -

	Item	Minimum No.
(a)	Electronic patrol system and electronic watchman clock system and related accessories	Sufficient quantities
(b)	Walkie-talkies, torches, batons, safety helmets, raincoats, VHF portable transceiver, etc.	Sufficient quantities
(c)	Tensile barriers, signage stands, sandbags and other necessary items for regulating passenger traffic flow	Sufficient quantities
(d)	Automated external defibrillator (AED)	2
(e)	Provision and maintenance of a 7-seater / 8-seater vehicle for patrolling and other operational purposes. The year of service of the vehicle shall be less than seven (7) years at any time during the Term.	1

Flag Raising

54. The Tenant shall be responsible for and shall assign its Security Guard supervised by the Senior Security Officer to raise and lower the national flag and regional flag at the flag staffs on R/F of KTCT every calendar day (including public holidays) unless in case of severe weather conditions at 08:00 a.m. and 06:00 p.m. respectively (or at any other time the Landlord or his representatives may instruct where the flags shall be raised, lowered or flown half-staff).
55. The Tenant shall ensure that the flags are raised and managed in a correct manner in accordance with applicable laws and Government guidelines (e.g. <https://www.protocol.gov.hk/>).
56. The Tenant shall ensure the flags raised are in good condition and shall report to the Landlord or his representatives in case replacement are needed or expected. The Tenant shall use new flags supplied by the Landlord as and when instructed by the Landlord or his representatives. The Tenant shall not discard the recovered / old flags but shall return such to the Landlord or to designated collection points as per announced by the Government.

Form of Banker's Guarantee

THIS GUARANTEE is made on the day of..... 2026

BY of, a bank within the meaning of the Banking Ordinance (Cap. 155) ("Guarantor").

In favour of

The Government of the Hong Kong Special Administrative Region of the People's Republic of China ("Government") of the other part.

WHEREAS

- (A) By an agreement (hereinafter called the "Agreement") to be entered into between of (hereinafter called the "Tenant") of the one part and the Government of the other part, the Tenant shall take up a tenancy for the Premises (as defined in the Agreement) (including Kai Tak Cruise Terminal) upon the terms and conditions of the Agreement.
- (B) The Tenant has procured or will procure a performance guarantor ("Performance Guarantor") to provide a performance guarantee ("Performance Guarantee") in favour of the Government as security for the due and punctual performance of the Agreement.
- (C) In addition to the Performance Guarantee, it is a condition precedent to the Government agreeing to enter into the Agreement that the Guarantor executes this Guarantee in

favour of the Government.

Now the Guarantor HEREBY AGREES with the Government as follows:-

- (1) Where applicable, words and expressions used in this Guarantee (including the recitals) shall have the meaning assigned to them in the Agreement.
- (2) In consideration of the Government's acceptance of the bank named herein as the Guarantor under this Guarantee and the Government agreeing to enter into the Agreement with the Tenant:-
 - (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance, observance and discharge by the Tenant of all of its, his, her and their obligations and liabilities under the Agreement and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Tenant to or in favour of the Government under or in connection with the Agreement together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Tenant in performing, observing or discharging any of the obligations, liabilities, terms, conditions stipulations or provisions of the Agreement notwithstanding any dispute between the Tenant and the Government or any other person.
 - (b) The Guarantor, as a primary obligor and not merely as a surety and as a separate, continuing and independent obligation and liability from its obligation and liabilities under sub-clause(a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and

expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Tenant to perform, observe and/or discharge fully and/or punctually any of its, his, her or their obligations, liabilities, terms, conditions stipulations or provisions of the Agreement.

- (c) The Guarantor acknowledges and agrees that the Government shall not be required to prove or to show grounds or reasons for its demand under sub-clause (a) or (b) above.
- (d) The Government shall have the right, but not obliged, to place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor, the Tenant and/or the Performance Guarantor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Tenant, the Performance Guarantor and/or any other person.

(3) This Guarantee shall not be affected by any change of name or status of the company, firm or individual described as “the Tenant” and/or “the Performance Guarantor” or where the Tenant or the Performance Guarantor is a partnership, any change in the partners or in its constitution or where “the Tenant” or “the Performance Guarantor” is a company, any change of its members or shareholders or its officers or its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Tenant and/or the Performance Guarantor or by any alteration in the obligations imposed upon the Tenant and/or the Performance Guarantor by the Agreement or by any waiver or forbearance granted by the Government to the Tenant and/or the Performance Guarantor as to payment, time, performance or otherwise whether or

not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause (4) above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:-

- (a) any suspension, termination, cancellation, revocation, amendment, variation, novation or supplement of or to the Agreement or the Performance Guarantee from time to time (including without limitation extension of time for performance);
- (b) any provision of the Agreement or the Performance Guarantee being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Agreement or the Performance Guarantee or of the engagement of the Tenant or the Performance Guarantor under the Agreement or the Performance Guarantee for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with, exchange, waiver or renewal in respect of any right of action or remedy, that the Government may have, now or after the date of this Guarantee, against the Tenant or the Performance Guarantor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege or remedy available to the Government in relation to the obligations of the Tenant set out in the Agreement or those of the Performance Guarantor under the Performance Guarantee;
- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation, arrangement, composition, or other proceedings of or affecting the Tenant or the

Performance Guarantor or the assets of the Tenant or the Performance Guarantor, or any change in the constitution of the Tenant or the Performance Guarantor;

- (f) any assignment, novation or sub-contracting by the Tenant of any or all of its obligations set out in the Agreement;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of the Guarantor's obligations by the Government; and
- (h) any form of release or waiver or variation of bond, security or guarantee of any kind held or obtained by the Government for any obligation of the Tenant under the Agreement.

(6) This Guarantee shall extend to all obligations of the Tenant under the Agreement (as the same may from time to time be amended, varied, novated and/or supplemented by any agreements supplemental thereto). To the extent the Guarantor's consent and/or agreement is required for such amendment, variation, novation and/or supplement, the Guarantor hereby consents, agrees and authorises the Government and the Tenant to make any such amendment, variation, novation and/or supplement which may be made to the Agreement without the need to give notice to or obtain the assent of the Guarantor.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Tenant under the Agreement and shall remain in full force and effect and irrevocable until the later date of either (a) the date falling seven (7) months after the expiry or sooner termination of the Agreement, or (b) the date on which all the obligations

and liabilities of the Tenant under the Agreement have been duly and fully carried out, completed and discharged in accordance with the terms of the Agreement. For the avoidance of doubt, reference to the Agreement shall mean the Agreement as extended and/or amended (where applicable).

- (8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold including the Performance Guarantee (collectively “Other Security”) and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Tenant or the Performance Guarantor, and notwithstanding any release, waiver or invalidity of the Other Security.
- (9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.
- (10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not merely as a surety.
- (11) If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired.
- (12) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong

Kong.

- (13) All documents arising out of or in connection with this Guarantee shall be served:-
- (a) upon the Government, at Tourism Commission of 11/F, Hong Kong Li-Ning Building, 218 Electric Road, Fortress Hill, Hong Kong marked for the attention of, facsimile number at
 - (b) upon the Guarantor, at, Hong Kong, marked for the attention of, facsimile number
- (14) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile (as evidenced by confirmed transmission report); and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.
- (15) Notwithstanding anything herein to the contrary, the aggregate amount of the Guarantor's liability under this Guarantee shall not exceed HK\$[] (Hong Kong Dollars []).
- (16) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof the said Guarantor has caused <its
Common Seal/Seal to be hereunto affixed>*<its lawful attorney to execute this Guarantee as
a deed>* the day and year first above written.

* The [Common Seal/Seal*] of the said
Guarantor was hereunto affixed and
signed by
.....
[Name & Title]
duly authorised by its board of
directors in the presence of

Name of witness:
Title of witness:
Signature of witness:

@ Signed Sealed and Delivered
 for and on behalf of and as
 lawful attorney of the Guarantor
 under power of attorney dated
 and deed of delegation
 dated
 by
 [Name & Title]
 and in the presence of

Name of witness:
Title of witness:
Signature of witness:

* Please delete as appropriate

(@) See Powers of Attorney Ordinance (Cap. 31)

Note:

When a banker's guarantee is executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

Form of Performance Guarantee

Note: The Government reserves the right to make further modification when relevant information about the proposed Performance Guarantor(s) is available.

This Performance Guarantee is dated day of 2026 and is made BETWEEN:-

- (1) [insert name(s) of the guarantor(s)] whose registered office is at
(hereinafter (collectively) referred to as “the Guarantor”); and
- (2) THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION (hereinafter referred to as “the Government”).

WHEREAS:-

- (A) By an invitation to tender issued by the Government (Tender Ref: TC 1/2025), the Government has invited tenders for a tenancy for the Premises (as defined in the Tender Documents issued in connection with the invitation to tender) (including the Kai Tak Cruise Terminal) in accordance with the terms and conditions set out in the form of Tenancy Agreement annexed to the Tender Documents, which [each of] the Guarantor(s) has read and understood.
- (B) [insert name of the Successful Tenderer] (hereinafter referred to as “the Tenant”) has submitted a tender in response to the above-mentioned invitation; and the Government is willing to accept the said tender and is agreeable to enter into the Agreement (as defined below) with the Tenant on the condition that the Guarantor(s) shall enter into this Performance Guarantee with the Government on the terms as hereinafter appearing.

NOW in consideration of the premises, IT IS HEREBY AGREED AS FOLLOWS:-

1. (a) All words and expressions defined or used in the tenancy agreement to be entered into between the Government and the Tenant (hereinafter referred to as “the Agreement”) shall, unless specifically defined or redefined herein or the context otherwise requires, have the same meaning when used in this Performance Guarantee. The bank guarantor to the Bank Guarantee (as defined in the Agreement) shall be referred to herein as “Bank Guarantor”.
- (b) Reference in this Performance Guarantee to any Ordinance and regulation shall

(except where the context otherwise requires) be deemed to include any statutory re-enactment thereof or any statutory modification thereof having substantially the same legal effect.

- (c) Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include firms and corporations and vice versa.
- (d) Unless otherwise stated, references to Clauses are to Clauses of this Performance Guarantee.
- [(e) For the purpose of this Performance Guarantee, each representation, warranty, declaration, agreement, undertaking and covenant by and the obligation of the Guarantor(s) shall be joint and several, or is deemed to have been given by them jointly and severally and shall be binding on the Guarantor(s) jointly and severally.]

2. In consideration of the Government entering into the Agreement with the Tenant:

- (a) [Each of] the Guarantor(s) hereby [jointly and severally] irrevocably and unconditionally guarantees to the Government, as a primary obligor and not merely as a surety and as a continuing security, the due and punctual performance, observance and discharge by the Tenant of all of its obligations and liabilities set out in the Agreement and [each of] the Guarantor(s) shall [jointly and severally] pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Tenant to or in favour of the Government under or in connection with the Agreement together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Tenant in performing or observing any of the obligations terms conditions stipulations or provisions of the Agreement.
- (b) [Each of the/The] Guarantor(s) hereby [jointly and severally] irrevocably and unconditionally covenants and undertakes that:-
 - (i) [each of] the Guarantor(s) will ensure and procure that the Tenant will at all times duly and punctually perform its obligations under the Agreement; and

(ii) in the event of any failure by the Tenant to perform its obligations set out in the Agreement after being called upon by the Government or its duly authorised representative to do so, or in the event of any breach by the Tenant of any of the terms and conditions contained in the Agreement, or if the Government is reasonably of the opinion that the Tenant is unlikely to be able to fulfill its obligations and covenants thereunder, the Government may give written notice of the same to [any of] the Guarantor(s) and [each of] the Guarantor(s) shall be deemed, upon the Government giving written notice of such effect to [any of] the Guarantor(s), to have assumed all the obligations of the Tenant under and in respect of the Agreement as if the terms, conditions and covenants therein contained were given by [each of] the Guarantor(s) itself. The Government's notification as aforesaid shall be conclusive and binding on [each of] the Guarantor(s).

(c) [Each of the/The] Guarantor(s) agrees and acknowledges that if it fails, neglects or refuses to perform its obligations under Clause 2(a) and/or (b) above, or if at any time [any of] the Guarantor(s) is deemed (by reason of the foregoing provisions) to have assumed the Tenant's obligations under the Agreement and it fails, neglects or refuses to perform such obligations, the Government shall be at liberty to apply to the court of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") for a mandatory order declaring [each of] the Guarantor(s) to be liable as aforesaid and ordering [any of] the Guarantor(s) to specifically perform its contractual obligations hereunder.

3. (a) [Each of the/The] Guarantor(s) agrees and acknowledges that all losses, costs, charges and expenses incurred or suffered by the Government by reason of, arising from or otherwise in connection with [any of] the Guarantor's failing, neglecting or refusing to perform its obligations under Clause 2 above may, without limiting the right of the Government to apply by way of primary remedy for a mandatory order as mentioned in Clause 2(c), be recoverable as damages from [each of] the Guarantor(s) on a full indemnity basis. Without limiting the foregoing, if by reason of the failure, neglect or refusal to perform its obligations by [any of] the Guarantor(s) under Clause 2 above, the Government elects to incur costs, expenses, charges or liabilities whether by making payment to any other third parties to ensure performance of the obligations contained in the Agreement following a breach by [any of] the Guarantor(s) of its obligations or by the Tenant, such costs, expenses charges or liabilities shall forthwith be recoverable from [each of] the Guarantor(s) as damages.

(b) The Government shall be at liberty to claim damages from the Guarantor(s) either by way of primary remedy (without seeking a mandatory order as aforesaid) or (in case the Government does seek a mandatory order as aforesaid but the Courts shall decline to make such order) as an alternative to a mandatory order.

4. [Each of the/The] Guarantor, as a primary obligor and not merely as surety and as a separate and independent obligation and liability from its obligations and liabilities under Clauses 2 and 3 above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Tenant to fully and punctually perform any of its obligations under the Agreement.
5. The Government may place and keep any monies received by virtue of this Guarantee to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against [each of the/the] Guarantor, the Tenant, the Bank Guarantor or any other person.
6. Time is of the essence of the Guarantor(s)'s obligations under this Performance Guarantee.
7. [Each of the/The] Guarantor(s) agrees that the Government may from time to time without discharging or in any way affecting the liability of [any of] the Guarantor(s) hereunder and without the assent or knowledge of [any of] the Guarantor(s) grant to the Tenant or [any of] the Guarantor(s) or the Bank Guarantor any time or indulgence, waiver, forbearance or give up, deal with, exchange, vary, realise, release or abstain from perfecting or enforcing any guarantees, liens, securities or other rights which the Government may now or hereafter have from or against the Tenant or [any of] the Guarantor(s) or the Bank Guarantor whether hereunder or otherwise may renew, determine or vary the terms or conditions in respect of any transaction with the Tenant or [any of] the Guarantor(s) of the Bank Guarantor or compound with, discharge, release or vary the liability of the Tenant or [any of] the Guarantor(s) or the Bank Guarantor or concur in accepting or varying any compromise, arrangement or settlement or omit to claim or enforce any payment or any composition or to agree to any supplement to the Agreement when and in such manner as the Government may think expedient and no such act or omission on the part of the Government shall in any way discharge or diminish the validity of this Performance Guarantee or affect the

liability of [any of] the Guarantor(s) hereunder. The Government may enforce this Performance Guarantee notwithstanding that the Government may hold any other guarantee, lien or security or have any outstanding remedy against the Tenant, the Bank Guarantor or any other person. For the avoidance of doubt:-

- (a) [each of] the Guarantor(s) hereby warrants and undertakes that its obligations, duties and undertakings under this Performance Guarantee shall not in any way be adversely affected or impaired by reason of the happening, from time to time, of any of the following, whether with or without notice to or further consent of [any of] the Guarantor(s):
 - (i) any waiver, forbearance or release in whole or in part by the Government of the observance or performance of any of the obligations of the Tenant set out in the Agreement or those of the Bank Guarantor under the Bank Guarantee including the change of Bank Guarantor;
 - (ii) any extension of time for completion of the Agreement or any other variation, modification or discharge of any of the obligations of the Tenant set out in the Agreement or those of the Bank Guarantor under the Bank Guarantee;
 - (iii) any failure, omission, indulgence or delay on the part of the Government with respect to enforcing, asserting or exercising any right, power, privilege or remedy available to it in relation to the obligations of Tenant set out in the Agreement or those of the Bank Guarantor under the Bank Guarantee;
 - (iv) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Tenant or the Bank Guarantor or their respective assets, or any change in the constitution of the Tenant or the Bank Guarantor;
 - (v) any assignment, novation or sub-contracting by the Tenant of any or all of its obligations set out in the Agreement, whether or not any such assignment, novation or sub-contracting has been consented to; and
 - (vi) any release or waiver or variation of any kind of any bond, security or guarantee of any kind held or obtained by the Government as security for

any obligation of the Tenant under the Agreement; and

(vii) any suspension, termination, cancellation, revocation, amendment, variation, novation or supplement of or to the Agreement or the Bank Guarantee from time to time;

(viii) any provision of the Agreement being or becoming illegal, invalid, void, voidable or unenforceable; and/or

(ix) without prejudice to the generality of foregoing any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to [any of] the Guarantor(s), other than the express release of [its/their] obligations.

(b) [Each of the/The] Guarantor(s) further agrees and undertakes that its obligations, duties and undertakings under this Performance Guarantee shall remain binding on [each of] the Guarantor(s) notwithstanding that all or any of the obligations of the Tenant set out in the Agreement may not be valid or binding on the Tenant by virtue of their being incapable of enforcement or not within the corporate powers of the Tenant or due to any other reason whatsoever whether related to the foregoing or not.

(c) This Performance Guarantee may be enforced without the Government first having recourse to the Bank Guarantee or any other security or rights or taking any other steps or proceeding against the Tenant, the Bank Guarantor or any other person and, where applicable, may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities thereby secured.

8. This Performance Guarantee shall have immediate effect upon execution and is a continuing security. This Performance Guarantee shall cover all of the obligations and liabilities of the Tenant under the Agreement and shall remain in full force and effect and irrevocable until the later date of either (a) the date falling seven (7) months after the expiry or sooner termination of the Agreement, or (b) the date on which all the obligations and liabilities of the Tenant under the Agreement have been duly and fully carried out, completed and discharged in accordance with the terms of the Agreement. For the avoidance of doubt, reference to the Agreement shall mean the Agreement as extended and/or amended (where applicable).

9. Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Performance Guarantee shall be conclusive and binding on the Guarantor.

10. (a) [Each of the/The] Guarantor(s) hereby represents and warrants to the Government that:-

[(i) it is a company duly incorporated with limited liability and validly existing under the laws of Hong Kong;

AND/OR

it is a company duly incorporated with limited liability and validly existing under the laws of Hong Kong and whose ordinary shares are primarily listed on the Stock Exchange of Hong Kong;

AND/OR

..... is a company duly incorporated with limited liability and in good standing under the laws of and has been duly registered as a non-Hong Kong company, under Part 16 of the Companies Ordinance (Cap. 622) and such registration remains in full force and effect [and whose ordinary shares are primarily listed on];

(ii) [each of] the Guarantor(s) has the necessary capacity to enter into and execute this Performance Guarantee and to perform and observe [its/their] obligations hereunder;

(iii) the execution, delivery and performance of this Performance Guarantee by [each of] the Guarantor(s) has been duly authorised by all necessary corporate/contractual action of [each of] the Guarantor(s) under all applicable laws and regulations of Hong Kong [and] and this Performance Guarantee as executed and delivered, constitutes the valid and legally binding obligation of [each of] the Guarantor(s) enforceable in accordance with its terms;

(iv) neither the execution and delivery of this Performance Guarantee nor the performance or observance by [any of] the Guarantor(s) of any of its obligations hereunder will or would:-

- (a) conflict with, or result in any breach of or default under, any provision of any law, order, agreement, instrument, franchise, concession, license, permit, liability, obligation or duty applicable to [each of] the Guarantor(s) or any of its assets or by which it is bound; or
 - (b) contravene any contractual restriction binding on [any of] the Guarantor(s) or any of its assets; or
 - (c) cause any limit on any of the guaranteeing, charging or other powers of [any of] the Guarantor(s) (whether imposed by Memorandum and/or Articles of Association of [any of] the Guarantor(s), or by agreement, instrument or otherwise), or upon any of the power of the Board of Directors / shareholder(s) / participant(s) / partner(s) / member(s) of [any of] the Guarantor(s) to exercise any of such powers, or any other limit affecting [any of] the Guarantor(s), to be exceeded; or
 - (d) create or result in or (except as may be provided herein) oblige [any of] the Guarantor(s) to create, any lien, charge, security interest or other encumbrance on the whole or any part of the property, assets or revenues, present or future of [any of] the Guarantor(s).
- (v) all necessary consents, authorities and approvals (if any) from any governmental authorities or agencies or other official bodies for [each of] the Guarantor(s) to execute this Performance Guarantee have been obtained and are in full force, validity and effect, and, as of the date of this Performance Guarantee, no further consents, authorities or approvals from any governmental authorities or agencies or other official bodies are necessary for the performance by [any of] the Guarantor(s) of its obligations hereunder;
- (vi) there are no proceedings pending before any court, tribunal, arbitrator, government agency or administrative body whether in Hong Kong or elsewhere against or, to [each of] the Guarantor(s) knowledge, threatened against [any of] the Guarantor(s) which if adversely determined would result in a material adverse change in the business or financial condition of [any of] the Guarantor(s) or the ability of [any

of] the Guarantor(s) to pay, if due, any sums and/or to perform any obligations required by the terms and conditions of this Performance Guarantee;

- (vii) the obligation of [each of] the Guarantor(s) under this Performance Guarantee are direct, general and unconditional obligations of [each of] the Guarantor(s) and rank at least pari passu with all the Guarantor(s)' other present and future unsecured and unsubordinated indebtedness and other obligations (including contingent obligations) with exception of indebtedness and other such obligations mandatorily preferred by law and not by contract;
- (viii) [each of] the Guarantor(s) is not in material default under any statutory or other requirements applicable to [each of] the Guarantor(s) or in breach of or in default under any other provision of any indenture, deed of trust, agreement or other instrument to which it is a party and (to the best of the knowledge and belief of [each of] the Guarantor(s) no event, condition or act which with the giving of notice or lapse of time, both, would constitute an event of default under any such indenture, deed of trust, agreement or other instrument has occurred or is continuing which has not properly waived or remedied thereunder; and
- (ix) the information contained in all documents supplied to the Government relating to the Guarantor(s) is true and accurate in all material respects, and the opinions and forecast expressed therein (if any) are honestly held and have been made on a reasonable basis, and there are no material facts relating to the Guarantor(s), which would affect the willingness of a reasonable party to rely on a performance guarantee from the Guarantor(s) in terms similar to the terms of this Performance Guarantee, which have not been disclosed to the Government.

(b) [Each of the/The] Guarantor(s) further undertakes with the Government:-

- (i) that [each of] the Guarantor(s) will promptly inform the Government of the occurrence of any event of which [any of] the Guarantor(s) becomes aware which, in its reasonable opinion, would materially and adversely affect the ability of the Tenant or [any of] the Guarantor(s) to fully perform their respective obligations under the Agreement and this Performance Guarantee; and

- (ii) that [each of] the Guarantor(s) will endeavour to obtain or cause to be obtained every consent and approval and do, or cause to be done, all other acts and things which may from time to time be necessary or desirable for the continued due performance of all the Guarantor(s)' obligations hereunder.

11. (a) Every notice, request, demand, direction or other communication under this Performance Guarantee shall be in writing, but may be given or made by letter or fax.

- (b) Every notice, request, demand, direction or other communication shall be sent, in the case of a letter, to the other party at its address given below or such other address of the other party which the other party may have previously given notice, and in the case of a fax message, to the fax number set out below:

- (i) The Government as represented by Tourism Commission
Address: 11/F, Hong Kong Li-Ning Building, 218 Electric Road, Fortress Hill, Hong Kong.
Attention: Commissioner for Tourism
Fax Number: 3848 4126

- (ii) The Guarantor(s):
Address:
Attention:
Fax Number:

- (c) Every notice, request, demand, direction or other communication shall, except insofar as otherwise expressly provided by this Performance Guarantee, be deemed to have been received, if delivered by fax, at the time of dispatch thereof (evidenced by confirmed transaction report) (and on the next working date if the date of dispatch is a Saturday, Sunday or public holiday in Hong Kong), if delivered by post, on the expiry of seventy-two (72) hours after the same is being put into the post in Hong Kong and if delivered by hand, at the time of actual delivery.

12. No provision hereof may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the Government.

13. No failure or delay by the Government in exercising, or enforcing any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or

enforcement of any power or right preclude any further exercise or enforcement thereof or the exercise or enforcement of any other power or right. The right and remedies of the Government herein provided are cumulative and not exclusive of any rights and remedies provided by law.

14. Any provision of this Performance Guarantee prohibited by or rendered unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Performance Guarantee and rendered ineffective so far as is possible without modifying the remaining provisions of this Performance Guarantee. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Performance Guarantee shall be a valid and binding agreement enforceable in accordance with its terms.
15.
 - (a) This Performance Guarantee and the rights and obligations of the parties hereto shall be governed by and construed in all respect in accordance with the laws of Hong Kong, and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
 - (b) The submission of the Guarantor(s) to the jurisdiction of the Hong Kong courts shall not restrict the right of the Government to take proceedings against [any of] the Guarantor(s) in any other courts having, claiming or accepting, jurisdiction over [any of] the Guarantor(s) or any of its assets, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.
 - [(c)]hereby appoints..... of Hong Kong to be its agent for the purpose of accepting service of any proceedings in Hong Kong courts in connection with this Performance Guarantee and the Government reserves the right to serve process on the Guarantor(s) or any of them in any other manner permitted by law.]
16. The Guarantor(s) shall [jointly and severally] fully and effectually indemnify and hold harmless the Government from and against any and all reasonable losses, costs, charges or expenses (including legal expenses) which the Government may sustain or incur as a consequence of any action taken by the Government under or in connection with this Performance Guarantee.

IN WITNESS whereof this Performance Guarantee has been duly executed on the date first above written

The [Common Seal/Seal*] of the said)
Guarantor was hereunto affixed)
and signed by)
.....)
[Name and Title])
)
duly authorised by its board of directors:)
.....)
.....)

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under power of attorney dated)
..... and deed of delegation)
dated)
by)
[Name and Title])
and in the presence of.....)
.....)
.....)
[Name and Title])

* Please delete as appropriate.
@ See Powers of Attorney Ordinance (Cap. 31)

Note: When guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

Please adopt and modify the execution clause in accordance with the execution requirements of the applicable laws of the place of incorporation of the Guarantor. For example, if the Guarantor does not and is not required to keep a common seal or seal, it is not required that the Guarantor affixes a common seal or seal in the execution of this document but the execution of this document as a deed must be in accordance with the laws of the place of its incorporation.

Annex XXIII

(To be completed after award of Tender)

Shareholding Structure of Tenant