

AN AGREEMENT made this 20th day of November 2017 between the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Landlord") of the one part and

(hereinafter referred to as "the Tenant") of the other part WHEREBY IT IS AGREED AS FOLLOWS :

1. THE LANDLORD LETS AND THE TENANT TAKES from the 1st day of November 2017 ALL THAT piece or parcel of ground short particulars of which are set out in the First Schedule hereto and for the purpose of identification only shown coloured pink, pink stippled black, pink hatched black and pink cross-hatched black and on the plan annexed hereto (which land is hereinafter referred to as "the Premises") for the term, at the rent and for the purpose(s) specified in the First Schedule hereto.
2. THE TENANT HEREBY AGREES WITH THE LANDLORD as follows:
 - (a) To pay the rent on the days and in the manner specified in the First Schedule hereto;
 - (b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than such purposes as are specified in the First Schedule hereto;
 - (c) Not to erect or allow to remain on the Premises any building or structure without the consent in writing of the District Lands Officer, Hong Kong West and South (hereinafter referred to as "the District Lands Officer") first had and obtained;
 - (d) Not to alter or demolish any building or structure erected on the Premises without the prior consent in writing of the District Lands Officer;
 - (e) To make such arrangements for the supply of electricity, gas and mains water to the Premises as the Tenant shall require and to pay all charges in connection therewith including the cost of installation and maintenance thereof and, on termination of this Agreement, the cost of dismantling all pipes, wires, cables, meters, switches and any other apparatus ancillary thereto;
 - (f) To maintain and keep to the satisfaction of the District Lands Officer the Premises including retaining and boundary walls and fences (if any) belonging thereto in good and tenantable repair and condition and (subject to Clause 2(h) hereof) so to hand over the same on termination of this Agreement, and be responsible for the routine maintenance of the slope or slopes (if any, except any slope or slopes which the Tenant is obliged to maintain pursuant to Special Condition No. 19 hereof) within the Premises in accordance with the Geoguide 5 : Guide to Slope Maintenance published by the Geotechnical Engineering Office of the Civil Engineering and Development Department (CEDD) (a copy of which can be viewed or downloaded from CEDD's website: <http://www.cedd.gov.hk/>), and in particular, Chapter 3 thereof, including but not limited to:-
 - (i) clearance of accumulated debris from drainage channels and slope surface;

- (ii) repair of cracked or damaged drainage channels or pavement;
 - (iii) repair or replacement of cracked or damaged slope surface cover;
 - (iv) unblocking weepholes and outlet drain pipes;
 - (v) repair of missing or deteriorated pointing in masonry walls;
 - (vi) removal of any vegetation that has caused severe cracking of slope surface cover and drainage channels;
 - (vii) re-grassing bare soil slope surface areas;
 - (viii) removal of loose rock debris and undesirable vegetation from rock slopes or around boulders;
 - (ix) investigation and repair of buried water-carrying services where signs of possible leakage are observed;
 - (x) repair of leaky exposed water-carrying services;
 - (xi) repair or replacement of rusted steel slope furniture;
 - (xii) maintenance of landscape items on slopes.
- (g) Subject to Special Condition No.2(e) in the Second Schedule hereto, not to assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of the Premises or any part thereof or any interest therein or enter into any agreement so to do;
- (h) To yield up the Premises with vacant possession to the Landlord at the expiration of the term or sooner termination of this Agreement in good clean and tenable repair and condition in accordance with the stipulations contained herein. The Tenant shall, if so required by the District Lands Officer, at his own cost and expense before the expiry or sooner termination of the tenancy reinstate the Premises and remove all structures or fixtures or additions including foundation, paving or other surfacing which is then standing on or forms part of the Premises (irrespective of whether they were erected or installed by the Tenant), make good and repair in a proper and workmanlike manner any damage to the Premises and thereafter landscape the Premises to the satisfaction of the District Lands Officer and without any compensation therefor being paid by the Landlord to the Tenant;
- (i) To maintain at the Tenant's own expense, to the satisfaction of the District Lands Officer, such drains and channels, whether within the boundaries of the Premises or upon adjacent Government land, as the District Lands Officer may consider necessary to intercept and convey into the nearest stream-course, catch pit, channel or storm-water drain all water which may fall or flow on to the Premises and to be solely liable for, and to indemnify the Landlord and his officers from and against all actions, claims, liabilities and demands arising out of any damage or nuisance caused by such water;
- (j) Not to use water from any Government mains for any purpose without the prior written consent of the Water Authority;
- (k) (i) To permit the Landlord, his servants or agents at all reasonable times to enter upon the Premises to view the state and condition thereof, and in the event of there being any defect or want of repair or maintenance then and there found, to give or leave on the Premises notice in writing to the Tenant, who shall within one calendar month after such notice (or sooner if required) repair and make good the same in accordance with such notice and the Tenant's obligations in that behalf herein contained;

- (ii) To permit the Landlord, his servants or agents at all reasonable times with or without notice to enter upon the Premises or any part thereof for the purpose of inspecting the same so as to ascertain that there is no breach of or failure to observe any of the terms and conditions herein contained;

- (l) To indemnify and keep indemnified the Landlord, his officers, contractors and workmen against all actions, suits, liabilities, costs, claims, demands, expenses and losses (whether financial or otherwise) whatsoever and howsoever arising directly or indirectly out of any breach of the terms and conditions of this Agreement or out of or in connection with the occupation and use of the Premises by the Tenant including but not limited to:
 - (i) all liabilities arising out of the negligence of any person not a party to this Agreement;
 - (ii) all liability on the part of Landlord under the Occupiers Liability Ordinance (Cap. 314);
 - (iii) all liabilities arising out of anything done or omitted to be done by the Tenant in respect of any safety measures or works which the Tenant is required to undertake and fulfill in compliance with this Agreement and
 - (iv) any damage or soil and groundwater contamination caused to the Premises or any adjacent or adjoining land where such damage or soil and groundwater contamination has, in the opinion of the Landlord whose opinion shall be final and binding upon the Tenant, arisen out of any use of the Premises, or any development or redevelopment affecting the Premises or part thereof or out of any activities carried out on the Premises or out of any other works carried out thereon by the Tenant whether such use, development or redevelopment, activities or works are in compliance with the terms and conditions of this Agreement or in breach thereof;

- (m) To pay and discharge all existing and future rates, taxes, assessments, duties and outgoing expenses whatsoever which are now or during the term of the tenancy shall be imposed, assessed or charged upon the Premises or the Tenant in respect thereof; and

- (n) To perform and observe the obligations on the Tenant's behalf contained in the Special Conditions as set out in the Second Schedule hereto.

3. THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:

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

4. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

- (a) That the Tenant shall operate the Premises for the purposes specified in the First Schedule hereto on a scale to the satisfaction of the District Lands Officer, and conduct the operation in accordance with all Ordinances, any regulations made thereunder and

any amending legislation and in all respects to the satisfaction of the District Lands Officer.

- (b) That if it is at any time shown to the satisfaction of the District Lands Officer that there has been a breach of Clause 4(a) hereof, the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to such effect to expire at any time (whether within the fixed term in the First Schedule hereto or otherwise) without payment of compensation or refund of any rent paid or any part thereof. Upon expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.
- (c) That in case the rent reserved or any part thereof shall be in arrears and unpaid for twenty-one days next after the same shall have become due (whether formally demanded or not), or if there is any breach, non-performance or non-observance of any of the terms and conditions to be observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or, being a company, shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole, and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the rent already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord;
- (d) That in the event of the rent hereby reserved or any increase of deposit pursuant to Clause 4(j) hereof or any part thereof not being paid on the due date for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the rent reserved or increase in deposit (as the case may be) as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all rent or increase in deposit (as the case may be) due and the interest thereon has been paid by the Tenant to the Landlord, such interest to be at a rate which is equivalent to two per cent per annum above the average prevailing Best Lending Rate announced by the current note-issuing banks in Hong Kong, namely, The Hongkong and Shanghai Banking Corporation Limited, Standard Chartered Bank (Hong Kong) Limited and Bank of China (Hong Kong) Limited;
- (e) That the tenancy hereby created is (without prejudice to the terms and conditions hereof) subject also to the Special Conditions contained in the Second Schedule hereto;
- (f) That subject to Clause 2(c) hereof, any building or structure to be erected by the Tenant on the Premises shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (g) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of any water flowing on to the Premises or landslip or subsidence on, to, of or from the Premises;

- (h) That the Landlord shall have full power to terminate this Agreement and resume, re-enter upon and retake possession of all or any part of the Premises if the same shall be required for the improvement of the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive) on giving to the Tenant one calendar month's notice in writing to that effect to expire at any time. Upon the expiration of the said notice and without prejudice to the Landlord's rights to enforce any antecedent breaches the tenancy of the land so resumed shall cease and determine and the Tenant shall quit and deliver up possession of the land so resumed and the building(s) or structure(s) thereon. PROVIDED that if such termination occurs during the fixed term of the tenancy, the Tenant shall be paid such compensation for any disturbance so occasioned to him as shall be determined by the Director of Lands at his absolute discretion on condition that the Tenant has observed and performed the obligations herein contained on his part and that the Tenant has complied with the said notice but the Tenant shall not be entitled to any such compensation if the termination occurs during any periodical tenancy as aforesaid;
- (i) That in the event of the tenancy hereby created not being terminated within three years from its commencement the rent hereby reserved may be increased by the Landlord at his sole discretion on or after the expiry of every third year of the tenancy upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect whereupon the increased rent shall be deemed to be substituted for the rent previously in force under this Agreement PROVIDED that no such revision shall take effect within three years of the immediately preceding revision and PROVIDED FURTHER that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (j) That in the event of the rent hereby reserved is being increased under Clause 4(i) hereof, the deposit deposited with the Landlord in accordance with the provisions of this Agreement may be increased by the Landlord at his sole discretion upon the Landlord giving to the Tenant not less than three calendar months' prior notice to that effect. As from the date being the effective date as stipulated in such notice such increase shall take effect and in this connection, the Tenant shall pay to the Landlord on or before the said effective date a sum equivalent to the difference between the deposit previously deposited with the Landlord under this Agreement and the deposit as so increased whereupon the deposit as so increased shall be deemed to be substituted for the said deposit previously deposited with the Landlord under this Agreement PROVIDED that the parties hereto expressly agree that nothing herein contained shall imply an intention on the part of either party that the tenancy shall not be terminated in accordance with the provisions of this Agreement;
- (k) That any notice to be served by the Landlord or his officers under the terms and conditions of this Agreement shall be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent;
- (l) That the Tenant shall not do or permit or suffer anything to be done at any time in or upon the Premises or any part thereof which may be or become a nuisance or annoyance

or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises.

- (m) That the Tenant shall at all times throughout the term of the tenancy at his own expense remove from the Premises any derelict vehicle, litter, waste or any matter which may be or become a nuisance or annoyance or injurious or dangerous to health or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lot or lots or premises and tidy up to the satisfaction of the District Lands Officer the area in which the derelict vehicle, litter, waste or matter is found. In the event of the non-fulfillment by the Tenant of his obligation under this Sub-clause, the District Lands Officer and his officer, agents, contractors, workmen or other duly authorized personnel, including but not limited to the Director of Food and Environmental Hygiene and his officers, contractors, his or their workmen (hereinafter collectively referred to as "the authorized persons"), with or without tools, equipment, plant, machinery or motor vehicles shall, upon reasonable prior notice being given to the Tenant, have the right of ingress, egress and regress to and from and through the Premises free of cost at all reasonable times to remove or otherwise dispose of any derelict vehicle, litter, waste or matter from the Premises and tidy up the area in which the derelict vehicle, litter, waste or matter is found at the cost of the Tenant who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and binding upon the Tenant. The District Lands Officer and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Tenant in respect of any loss, damage, nuisance or disturbance.
- (n) That wherever in this Agreement it is provided that:
 - (i) the Landlord or his duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on behalf of the Tenant or on the failure of the Tenant to carry out such works or otherwise) at the cost of the Tenant or that the Tenant shall pay or repay to the Landlord or to his duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Landlord or by his duly authorized officers; or
 - (ii) the prior approval or consent of the Landlord or his duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion; and
- (o) That where the context so admits or requires the expression "Tenant" shall mean the party entering into and signing/executing this Agreement and shall include his executors and administrators or in the case of a corporation its successors and words importing the masculine gender shall be deemed to include females and corporations and words in the singular shall be deemed to include the plural and vice versa in each case.
- (p) That this Agreement constitutes the entire agreement of the parties about the subject-matter of this Agreement, and that no statement, representation or promise made by either the Tenant or duly authorized officers of the Landlord has been relied upon by the other party to enter into this Agreement, and that no communications, understandings,

other party to enter into this Agreement, and that no communications, understandings, representations, promises, oral or written statements, warranties, arrangements or agreements, conditions made by either the Tenant or duly authorized officers of the Landlord prior to the signing/execution of this Agreement with respect to the subject-matter of this Agreement may in any way be read or incorporated into this Agreement.

- (q) Notwithstanding any other provisions of this Agreement including any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance, and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement.

FIRST SCHEDULE

PARTICULARS OF THE PREMISES

Subject to the exception and reservation stated in Special Condition No. 40 in the Second Schedule hereto, all that piece of ground situate in front of Central Pier No. 9 and Central Pier No.10, Central, Hong Kong comprising an area of 7,320 square metres or thereabouts which is for the purpose of identification only shown coloured pink, pink stippled black, pink hatched black and pink cross-hatched black on the plan annexed hereto.

- RENT : (i) \$ 12,000,000.00 for the period from the 1st day of November 2017 to the 30th day of June 2018 shall be paid upon signing/executing this Agreement;
- (ii) \$ 4,500,000.00 per quarter shall be payable in advance on the 1st day of January, the 1st day of April, the 1st day of July and the 1st day of October in each year for the period from the 1st day of July 2018 up to the 31st day of October 2020;
- (iii) For the period as from the 1st day of November 2020, the rent shall be determined in accordance with Clause 4(i) hereof and shall be payable in advance of each quarter on the dates as specified in (ii) above.

TERM AND DATE OF COMMENCEMENT : Three years certain commencing on the 1st day of November 2017 and thereafter quarterly until such time as this tenancy is determined.

PURPOSES FOR WHICH THE PREMISES MAY BE USED :

For the setting up, operation and management of an observation wheel (the "Observation Wheel") and such ancillary facilities ("Ancillary Facilities") in accordance with the technical submission made in accordance with paragraph 4(b) of the Tender Notice NHX-805 (which technical submission is hereinafter referred to as "the Technical Submission" and which purposes for which the Premises may be used are hereinafter referred to as the "Purposes"). The Observation Wheel and the Ancillary Facilities are set out in the Technical Submission.

SECOND SCHEDULE

Special Conditions referred to in
Clauses 2(n) and 4(e) of this Agreement.

1. (a) The tenancy hereby created may be terminated at the expiry of the third year by either party giving to the other at least three calendar months' notice in writing to that effect to expire at the end of the third year. In the event that no such notice is given as aforesaid the tenancy may be terminated by either party giving to the other at least three calendar months' notice in writing to that effect to expire at any time.
 - (b) (i) The Tenant shall not use or permit or suffer any part of the Premises to be used for any illegal or immoral purposes and the determination of the District Lands Officer as to what constitutes illegal or immoral purposes shall be final and binding on the Tenant.
 - (ii) Notwithstanding sub-clause (a) of this Special Condition, in the event of any breach, non-performance or non-observance of sub-clause (b)(i) above the Landlord shall be entitled to terminate the tenancy hereby created by giving to the Tenant written notice to that effect to expire at any time (whether within the fixed term specified in the First Schedule hereto or otherwise) without payment of compensation or refund of rent already paid or any part thereof. Upon the expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver up possession of the Premises to the Landlord in accordance with the terms and conditions of this Agreement.
2. (a) The Tenant declares that there has been no change to the legal and beneficial ownership of its shareholding or business undertaking or the constitution of its partners, board of directors or management as the case may be, since the submission of the tender for a tenancy of the Premises.
 - (b) The Tenant shall not, without the prior written consent of the Landlord,
 - (i) if the Tenant is a corporation, permit any transfer or disposal of the legal or beneficial ownership of its shares or accept for registration any transfer of those shares or permit any change to the constitution of its board of directors; and
 - (ii) if the Tenant is an unincorporated body, permit any transfer of the legal or beneficial ownership of its business undertaking or the constitution of its partners, as the case may be.
 - (c) The Tenant shall form a management team (hereinafter referred to as "the Management Team") with a minimum of three full-time key personnel dedicated to managing issues related to the Premises during the tenancy period within three calendar months from the date of the Tenancy Agreement and to the satisfaction of the Standing Committee (as established under Special Condition No. 45 hereof). One key personnel of the Management Team shall have an aggregate of at least 10 years of Relevant Experience (as defined in Part I of the Tender Application Form as submitted in accordance with paragraph 4(b) of the Tender Notice (which Tender Application Form is hereinafter referred to as "the Tender Application Form")). No change to the Management Team

shall be made except with the prior written approval of the Standing Committee. Under circumstances which a change to the Management Team is unavoidable and prior approval is not feasible (such as death or resignation of key personnel), the Standing Committee is entitled to exercise discretion and give retrospective written approval to the Tenant on the change concerned provided that the Tenant shall give written notice to the Standing Committee within seven days of the change to the Management Team. The person proposed for any replacement should have more Relevant Experience as defined in Part I of the Tender Application Form than the existing key personnel to be replaced in the Management Team.

- (d) In the event of any transfer, disposal or change without consent as referred to in sub-clauses (b) and (c) of this Special Condition (as to which the decision of the Landlord shall be final and binding on the Tenant), it shall be lawful for the Landlord at any time thereafter to re-enter upon and take back possession of the Premises or any part thereof in the name of the whole (whether within the fixed term set out in the First Schedule of this Agreement or otherwise), and this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions of this Agreement and in the event of such re-entry, any rent already paid or any part of such rent shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord.
 - (e) One level of subletting of the Ancillary Facilities (as defined in Part I of Tender Application Form) in the Premises or any part or parts thereof is permitted. All subletting shall be subject to the terms and conditions of this Agreement and no further subletting by the sub-tenant of the Tenant shall be permitted. No subletting shall exceed 90 days except with the prior written approval of the Standing Committee. The decision of the Standing Committee as to what constitutes one level of subletting shall be final and binding upon the Tenant.
3. (a) Subject to the sub-clauses hereinbelow the Tenant shall implement and complete to the satisfaction of the Standing Committee the proposals set out in Schedules B, C, D, E and F of the Tender Application Form (hereinafter referred to collectively as "the Binding Proposals") during the term of this tenancy. Should the Tenant fail to implement any of the Binding Proposals to the satisfaction of the Standing Committee, the Landlord upon advice of the Standing Committee shall be entitled to terminate the tenancy by giving to the Tenant written notice to such effect to expire at any time without payment of compensation or refund of any rent paid or any part thereof. Upon expiry of such notice and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of other terms and conditions herein contained, the tenancy shall cease and determine and the Tenant shall quit and deliver vacant possession of the Premises in accordance with the terms and conditions of this Agreement.
- (b) The Tenant may, with prior written approval of the District Lands Officer, continue using the same observation wheel set up and operated by the Tenant of STT No. NHX-781 instead of that set out in Schedule B of the Tender Application Form. The Tenant shall make his own arrangement to acquire use of that observation wheel but the Government makes no guarantee for the conditions of that observation wheel and shall accept no liability for any loss or damage arising from the arrangement. The Tenant shall at his own cost and expense before the expiry or sooner termination of the tenancy remove the Observation Wheel and its foundation (irrespective of whether they were erected built or

installed by the Tenant) if so required by and do so to the satisfaction of the District Lands Officer.

- (c) The Tenant in addition to implementing the Binding Fee Proposal set out in Schedule E of the Tender Application Form shall also provide free ride of the Observation Wheel to children under 3 years old during the term of this tenancy.
 - (d)
 - (i) The Tenant shall implement in each year of the tenancy his commitment in terms of minimum percentage of free tickets undertaken in Schedule F1 of the Tender Application Form except that when the percentage stated is less than 1%, the minimum percentage he has undertaken shall be taken as 1% in each year of the tenancy.
 - (ii) The Tenant shall distribute the free tickets through at least 10 Charitable Organisations (as defined in Part I of the Tender Application Form) and do so to the satisfaction of the Standing Committee.
 - (iii) In the event the Tenant fails to implement in the first year of the tenancy the said commitment and provided that the shortfall is not more than 50% of the percentage he commits in Schedule F1 of the Tender Application Form or is deemed to have committed under sub-clause (d)(i) hereinabove, the shortfall may be made up in the second year of the tenancy to the satisfaction of the Standing Committee without reduction of the full commitment he is obliged to implement in the second year of the tenancy. In the event that the shortfall is more than 50% of the said percentage or is not made up in the second year of the tenancy, the Tenant shall provide tickets for a single ride on the Observation Wheel equivalent to the accumulated shortfall to the Standing Committee for distribution.
 - (iv) If the tenancy continues quarterly upon the expiry of the three-year fixed term, the Tenant shall remain committed to the same percentage in each quarter of the tenancy except that the percentage shall be of the total number of all tickets (full price and discounted tickets alike) sold in the same quarter.
 - (e) The Standing Committee may direct such changes to any of the Binding Proposals as it deems necessary. Otherwise, no amendment, variation, alteration, modification or substitution to the Binding Proposals shall be made by the Tenant except with the prior written approval of the Standing Committee.
 - (f) In addition to the Binding Proposals the Tenant may organise Event/Activity (as defined in Part I of the Tender Application Form) at the Premises during the term of this tenancy, and shall (i) open all such Events/Activities to all members of the public, and (ii) at his own expense obtain all requisite permit licence or approval including a Temporary Places of Public Entertainment Licence before opening of each individual Event/Activity. No Event/Activity which is only open to a specific group of attendees or accessed through invitation shall be permitted at the Premises.
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- (a) Subject to Clause 2(c) hereof, the height of the structures or part thereof erected or to be erected on the Premises shall not exceed 125 metres above the Hong Kong Principal Datum.
 - (b) No part of the Premises shall be used for residential purposes.

5. The Tenant shall on the signing/execution of this Agreement deposit with the Landlord the sum of DOLLARS Nine Million (\$9,000,000.00) Hong Kong currency by way of deposit as security for the due payment of the rent for this tenancy, the rates, taxes, assessments, duties and outgoings as aforesaid and the due performance and observance by the Tenant of all and singular the several agreements, conditions, terms and stipulations herein reserved and contained. Subject to Clause 4(j) hereof, the deposit shall remain deposited with the Landlord throughout the term of the tenancy and shall upon the Tenant delivering up vacant possession of the Premises to the Landlord in accordance with the provisions herein contained and upon the Tenant duly observing and performing the Tenant's obligations hereunder be refunded to the Tenant but without interest. In case of default on the part of the Tenant in payment of the rent for this tenancy or of the rates, taxes, assessments, duties and outgoings hereinbefore stipulated or in performance or observance of any of the agreements, provisions, terms and conditions herein contained the Landlord shall without prejudice to his other rights and remedies herein contained be entitled to retain and deduct from the deposit as and for liquidated damages the amount of loss and damage sustained by reason of such default PROVIDED that nothing herein contained shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the deposit PROVIDED FURTHER that the payment of the deposit shall not be deemed or considered as a payment of rent in advance and accordingly in any action for recovery of possession for non-payment of rent or the rates, taxes, assessments, duties or outgoings aforesaid the Tenant shall be deemed to be in default if the rent is not paid in accordance with Clause 2(a) hereof and the First Schedule hereto.
6. The Tenant shall not store or allow or suffer to be stored in or upon the Premises or any motor vehicles parked thereon any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance, any regulations made thereunder and any amending legislation without the prior written approval of the District Lands Officer.
7.
 - (a) The Tenant shall observe and comply with any requirement which may be imposed by the Director of Fire Services in connection with the occupation and use of the Premises by the Tenant.
 - (b) The Tenant shall at all times permit the Landlord and the Director of Fire Services and any person authorized by any of them to enter the Premises during the term of this tenancy to check observance and compliance with any requirements in connection with fire safety.
 - (c) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall within one calendar month from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense install fire extinguisher(s) in the Premises in all respects to the satisfaction of the Director of Fire Services and submit the certificate under Regulation 9(1) of the Fire Service (Installations and Equipment) Regulations (Chapter 95B), any amendment thereto, substitution therefor (hereinafter referred to as "the Certificate") to the Director of Fire Services. The Tenant shall at the Tenant's own expense maintain the fire extinguisher(s) in good condition and in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
 - (d) Without prejudice to sub-clauses (a) and (c) of this Special Condition, the Tenant shall
 - (i) within three calendar months from the date of this Agreement or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, submit a scheme of fire service installations ("Scheme")

to the Director of Fire Services for his approval. The Director of Fire Services may give his approval on such terms and conditions as he sees fit at his absolute discretion,

- (ii) within six calendar months from the date the Director of Fire Services approved the Scheme ("Approved Scheme") or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, complete the installation works required to be done under the Approved Scheme in all respects to the satisfaction of the Director of Fire Services and submit the Certificate to the Director of Fire Services,
 - (iii) not make any alteration to the Approved Scheme without the prior written consent of the Director of Fire Services,
 - (iv) shall at the Tenant's own expense, implement the Approved Scheme in all respects to the satisfaction of the Director of Fire Services during the existence of the tenancy.
- (e) In addition to sub-clauses (a) to (d) above, the Tenant shall at his own expense and to the satisfaction of the Director of Fire Services
- (i) provide suitable means of access (including vehicular access) for the passage of Fire Services appliances and Fire Services personnel to, from and within the Premises to the Observation Wheel and the Ancillary Facilities to be erected or placed on the Premises;
 - (ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access; and
 - (iii) maintain such means of access and keep the same free from obstruction at all times.
- (f) The Tenant shall permit the Director of Fire Services, his officers, servants or agents and Fire Services personnel at all reasonable times with or without notice to enter upon the Premises or any part thereof or any structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (e) of this Special Condition have been complied with.
8. (a) The Tenant shall observe and comply with the provisions stipulated in the Amusement Rides (Safety) Ordinance (Chapter 449), any regulations made thereunder and any amending legislation and shall at his own expense obtain all requisite permits, licences and approvals from the Director of Electrical and Mechanical Services and any relevant Government departments in connection with the installation and operation of the Observation Wheel and Ancillary Facilities prior to the installation and operation of the Observation Wheel and Ancillary Facilities and the Tenant shall maintain the same in force and in all respects comply with the terms and conditions thereof.
- (b) The Tenant shall at his own expense obtain all requisite licences and approvals from relevant Government departments in connection with the use and occupation of the Premises prior to the commencement of the Tenant's business and the Tenant shall maintain the same in force and in all respects comply with the terms and conditions

thereof.

9. The security of the Premises and any goods stored, any motor vehicles parked or other things placed thereon shall be the sole responsibility of the Tenant.
10. (a) 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 shown and marked on the plan annexed hereto or at such other points as may be approved or directed in writing by the District Lands Officer.
- (b) The Tenant shall not exercise the right of ingress and egress in sub-clause (a) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress from and onto the existing public roads or footpaths adjoining the Premises have been designed and constructed to the satisfaction of the District Lands Officer. Upon the expiry or earlier termination of the tenancy hereby created or at any time the ingress and egress points are no longer required or when required by the District Lands Officer so to do, such run-in and run-out shall be removed and the road or footpath adjoining the Premises upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road or footpath were prior to construction of run-in and run-out. The said works of design, construction, removal and reinstatement shall be undertaken by the Tenant at his own expense in accordance with the terms of this Agreement, in particular Special Condition No. 34 hereof, and in all respects to the satisfaction of the District Lands Officer.
- (c) Notwithstanding sub-clause (b) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, design, construct, remove and reinstate the run-in and run-out referred to in sub-clause (b) above.
11. The Tenant shall observe and comply with the requirements under the Noise Control Guidelines for Music, Singing and Instrument Performing Activities held Essentially Daily at Annex A as may be from time to time revised or amended by the Environmental Protection Department.
12. (a) The Tenant shall not display, erect, cause or permit to be displayed or erected any advertising sign, bill, placard or notice on the Premises, the Observation Wheel or any structure or structures erected or placed thereon other than those for the promotion of (i) the Observation Wheel, Ancillary Facilities or Events/Activities to be held in the Premises, (ii) the Tenant, and/or (iii) business partner(s) of the Tenant involved in implementing the Binding Proposals, in operating Ancillary Facilities and Events/Activities. Prior written consent of the Standing Committee shall be obtained before displaying any form of advertisement for the promotion of partner(s) of the Tenant. The decision of the Standing Committee as to what constitutes a partner of the Tenant shall be final and binding upon the Tenant.
- (b) The Tenant shall not in any circumstances exhibit or display, or cause, permit or suffer to be exhibited or displayed either inside or outside the Premises any advertisement or any other materials whatsoever (such as writings, signs, signboards or any other devices whether illuminated or not which may be visible from inside or outside the Premises or any part thereof) of any advertising nature relating to any tobacco or tobacco-related products.

- (c) During the term of this tenancy, the Premises should be named "Hong Kong Observation Wheel" and in Chinese "香港摩天輪" without any addition of words or alteration to be made.
13. The Tenant shall provide to the satisfaction of the District Lands Officer sufficient spaces within the Premises for the waiting and manoeuvring of motor vehicles to avoid queuing of vehicles onto adjacent public roads or Government land.
14. (a) The Tenant shall at his own expense provide and maintain adequate lighting for the Premises in all respects to the satisfaction of the District Lands Officer.
- (b) Without prejudice to sub-clause (a) of this Special Condition, the Tenant shall comply with and bear all costs of complying with any requirement as may be imposed by the Director of Marine and the Director-General of Civil Aviation from time to time in respect of the installation, display and intensity of lighting on the Premises.
15. (a) Except as provided in sub-clauses (b) and (c) of this Special Condition, no parking is allowed and no parking space for motor vehicles shall be provided within the Premises.
- (b) Adequate spaces shall be provided within the Premises to the satisfaction of the District Lands Officer for the loading and unloading of vehicles ancillary to the use or uses permitted by the First Schedule of this Agreement.
- (c) The Tenant may provide within the Premises not more than 10 spaces for parking of motor vehicles ancillary to the operation of the Premises for the purposes permitted under the First Schedule of this Agreement.
16. No tree growing on the Premises or adjacent thereto shall be removed or interfered with without the prior written consent of the District Lands Officer who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
17. (a) The Tenant shall at his own expense keep and maintain all trees growing on the Premises at the time of signing/execution of this Agreement and trees planted during the existence of this tenancy in a healthy and safe condition to the satisfaction of the Landlord.
- (b) Without prejudice to any other rights or powers of the Landlord contained in this Agreement, and the Tenant's liabilities under sub-clause(a) hereof, the Tenant shall permit the Landlord, his officers, contractors, workmen or agents at all reasonable times (except in emergency in respect of which the Landlord's decision shall be final and binding on the Tenant) to enter the Premises to inspect the conditions of the trees growing thereon, to give or leave on the Premises notice in writing to require the Tenant to immediately or within a time limit to be specified by the Landlord remove or prune any tree or trees considered to be unhealthy or dangerous (the decision of the Landlord on whether the tree or trees are unhealthy or dangerous shall be final and binding on the Tenant) or take such other action as required by the Landlord, and the Tenant shall remove or prune the tree or trees or take such other action as required by the Landlord within the time limit to the satisfaction of the Landlord.
- (c) In the event of failure of the Tenant to comply with the notice mentioned in sub-clause (b) above, the Landlord may without prejudice to any other rights or powers of the Landlord contained in this Agreement carry out the tree removal or pruning

works at the cost of the Tenant and the Tenant shall pay or repay to the Landlord or his duly authorized officer on demand the cost of such works.

18. The Tenant shall not form, surface, level or pave the Premises nor cut away, remove or set back any Government land adjacent to or adjoining the Premises or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the District Lands Officer who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including but not limited to the requirement for the Tenant to design, construct and maintain such drainage system including drains and channels within the Premises and on any adjacent or adjoining Government land in such manner as may be required by the District Lands Officer at his sole discretion and the grant of a tenancy of additional Government land as an extension to the Premises at such rent as he may determine.
19. (a) Where there is or has been any formation, surfacing, levelling, paving, cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the District Lands Officer, either within the Premises or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Premises or any part thereof or any other works required to be done by the Tenant under this Agreement, or for any other purpose, the Tenant shall at his own expense design, carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary or as may be required by the District Lands Officer at his sole discretion to protect and support such land within the Premises and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Tenant shall at all times during the term of the tenancy hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and conditions to the satisfaction of the District Lands Officer.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Landlord's rights under this Agreement, in particular Special Condition No. 18 hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Tenant or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Premises or from any adjacent or adjoining Government or leased land, the Tenant shall at his own expense reinstate and make good the same to the satisfaction of the District Lands Officer and shall indemnify the Landlord, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of this Agreement, the District Lands Officer shall be entitled by notice in writing to call upon the Tenant to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Tenant shall neglect or fail to comply with the notice

to the satisfaction of the District Lands Officer within the period specified therein, the District Lands Officer may forthwith execute and carry out any necessary works and the Tenant shall on demand repay to the Landlord the cost thereof, together with any administrative or professional fees and charges.

20. The Tenant shall not carry out or permit any activity or works on the Premises which in the opinion of the District Lands Officer may adversely affect the stability of land and structures within or surrounding the Premises.
21. The Tenant shall at his own expense fence the Premises and thereafter maintain such fencing to the satisfaction of the District Lands Officer.
22. (a) For the safety and convenience of the public and all persons on or in the vicinity of the Premises, the Tenant shall take all reasonable steps to avoid any accident, injury, nuisance or damage to any persons or properties whether directly or indirectly arising out of or in connection with the activities being carried on in or around the Premises.
(b) For the purposes of sub-clause (a) of this Special Condition, the Tenant shall at his own expense, provide and maintain lights, guards, warning signs, fences, watchmen and other safety and security measures and facilities as appropriate on the Premises and shall ensure that such measures and facilities comply with the standards and specifications as set out in the insurance policy referred to in sub-clause (c) of this Special Condition.
(c) In addition to the obligations set out in Clause 2(1) hereof, the Tenant shall indemnify and keep indemnified the Landlord, his officers, contractors and workmen from and against all actions, claims, demands, and expenses whatsoever whether directly or indirectly arising out of or in connection with all activities being carried on in or around the Premises. Throughout the term of this tenancy, the Tenant shall take out and maintain a valid insurance policy for an amount sufficient to cover his obligations and liabilities under this Special Condition.
23. The Tenant acknowledges that portions of the Premises fall within the influence zone of the Central-Wan Chai Bypass Tunnel Structure shown on the plan annexed hereto. No building or structure or its support, including piles/foundation, shall be erected within the areas shown coloured pink hatched black and pink cross-hatched black on the plan annexed hereto (hereinafter collectively referred to as "the Influence Zone"). Subject to the prior written consent of the Deputy Project Manager/ Major Works(2), Highways Department or the maintenance authority for the Central-Wan Chai Bypass as may be advised in writing by the Deputy Project Manager/ Major Works(2), Highways Department, the Tenant may carry out minor works within the Influence Zone, such as construction of pavement, channels and drains, and erection of fence, railing, bollard, sign post, lighting pole, tents and booths in accordance with the Technical Submission. For the avoidance of doubt, whether or not the said prior written consent is given shall not relieve to the Tenant from strict compliance of in Special Condition No. 3 hereof.
24. (a) In the event of spoil or debris from the Premises or from other areas affected by any development of the Premises being eroded and washed down onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, the Tenant shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Tenant

shall indemnify the Landlord against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

- (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, remove the spoil and debris from and make good any damage done to the public lanes or roads or road culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a).
25. No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
26. (a) The Tenant shall at his own expense and to the satisfaction of the District Lands Officer make good any damage done to adjoining public roads including street furniture by the Tenant, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises.
- (b) Notwithstanding sub-clause (a) of this Special Condition the Landlord may (but is not obliged to), upon the written request of the Tenant and at the cost of the Tenant, make good any damage done to the adjoining public roads including street furniture referred to in the said sub-clause (a).
27. No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the District Lands Officer.
28. (a) Any damage or obstruction caused by the Tenant, his servants or agents to any nullah, sewer, storm-water drain or water main within or adjoining the Premises shall be made good by the Landlord at the cost of the Tenant, and the amount due in respect thereof shall be paid on demand to the Landlord by the Tenant.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Tenant shall, at the request of the Landlord, make good such damage or obstruction as specified by the Landlord at his own expense and in all respects to the satisfaction of the Landlord.
29. (a) The Tenant shall within three months from the commencement of the tenancy hereby created or such other extended period as may be approved by the District Lands Officer at the Tenant's own expense, in such manner with such materials and to such standards and design as the District Lands Officer shall approve and in all respects to the satisfaction of the District Lands Officer construct and thereafter maintain such drainage system including drains and channels, whether within the boundaries of the Premises or on any adjacent or adjoining Government land, to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all water including storm-water or rain-water flowing from or falling or flowing on to the Premises, and the Tenant shall be solely liable for and shall indemnify the Landlord and his officers from and against all actions, liabilities, claims and demands arising out of any injury loss damage disturbance or nuisance whatsoever caused by such water.
- (b) If the Tenant fails to fulfill the obligations under sub-clause(a) of this Special Condition within the period stated therein, the District Lands Officer may (but is not obliged to) carry out the necessary works at the cost of the Tenant who shall pay to the Landlord on demand a sum equal to the cost thereof, such sum to be determined by the District Lands Officer whose determination shall be final and shall be binding

upon the Tenant. For the purpose of carrying out the works aforesaid, the Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the Premises or any part thereof and any building or buildings erected or to be erected thereon. The Landlord, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by it or them of the right of entry conferred under this sub-clause, and no claim shall be made against it or them by the Tenant in respect of any loss, damage, nuisance or disturbance.

30. The works of connecting any drains and sewers from the Premises to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the District Lands Officer who shall not be liable to the Tenant for any loss or damage thereby occasioned and the Tenant shall pay to the Landlord on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Tenant at his own expense to the satisfaction of the District Lands Officer and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Tenant to the Landlord for future maintenance thereof at the expense of the Landlord and the Tenant shall pay to the Landlord on demand the cost of the technical audit in respect of the said connection works.
31. Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with the requirements of the District Lands Officer.
32. The drainage of any building erected on the Premises shall be effected as may be required by the District Lands Officer, and the Tenant shall make all arrangements at his own expense and to the satisfaction of the District Lands Officer for the treatment and disposal of foul or contaminated water by the construction, operation and maintenance of suitable works either within the Premises or on Government land or otherwise and on such terms as the District Lands Officer shall require, and the Tenant shall be solely liable for any damage or nuisance caused thereby.
33. The Landlord does not undertake to provide facilities for flush drainage and gives no guarantee that such facilities will become available.
34. (a) The Tenant shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal, repair, removal or reinstatement work, including that referred to in Special Condition No. 10 hereof, to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), road, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running on, upon, over, under or adjacent to the Premises or any part thereof (collectively referred to as "the Works and Services").
(b) Before carrying out any of the works referred to in sub-clause (a) of this Special Condition, the Tenant shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Works and Services, and shall submit his proposals for dealing with the Works and Services in writing to the District Lands Officer for his approval. No such works shall be carried out until the District Lands Officer has given his written approval.

- (c) The Tenant shall comply with and bear the sole cost of meeting any requirement imposed by the District Lands Officer in the approval referred to in sub-clause (b) of this Special Condition in respect of the Works and Services, including any necessary diversion, relaying, repairing, making good or reinstatement works.
 - (d) Except as provided in Special Condition No. 28 hereof, the Tenant shall at his own expense repair, make good and reinstate to the satisfaction of the District Lands Officer any damage or disturbance caused to the surface of the Premises or any part thereof or any of the Works and Services arising in any manner out of any construction, maintenance, renewal, diversion, relaying, making good, repair or reinstatement works referred to sub-clauses (a) and (c) of this Special Condition.
 - (e) If the Tenant fails to carry out any of the works referred to in sub-clauses (c) and (d) of this Special Condition to the satisfaction of the District Lands Officer, the District Lands Officer may (but is not obliged to) carry out any of such works as he considers necessary and the Tenant shall pay to the Landlord on demand the cost of such works.
35. Notwithstanding anything contained in this Agreement, the Landlord and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as "the authorized persons") with or without tools, equipment, machinery or motor vehicles shall upon reasonable prior notice being given to the Tenant have the right of unrestricted ingress, egress and regress to, from and through the Premises free of costs for the purposes of carrying out site investigation works or site inspection which the Landlord may require or authorize. Save in respect of restoring and making good the Premises to the same condition prior to the carrying out of site investigation works or site inspection, the Landlord and the authorized persons, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by the Landlord or the authorized persons of the right of unrestricted ingress, egress and regress and in the carrying out of the site investigation works or site inspection conferred under this Special Condition and no claim shall be made against the Landlord or the authorized persons by the Tenant in respect of any such loss, damage, nuisance or disturbance.
36. No rock crushing plant shall be permitted on the Premises.
37. (a) (i) No building or structure or support for any building or structure shall be erected within the area of drainage reserve shown coloured pink stippled black on the plan annexed hereto (hereinafter collectively referred to as "the Drainage Reserve Area").
- (ii) Notwithstanding sub-clause (i) of this Special Condition, with the prior written consent of the Chief Engineer/Hong Kong and Islands, Drainage Services Department (hereinafter referred to "Chief Engineer/HK&I") and subject to such terms and conditions as he may impose, a building or structure or support for part of a building or structure may be permitted over or within the Drainage Reserve Area provided that there is a clear space extending upwards from the ground level within the Drainage Reserve Area to a height of not less than 5.1 metres. For the purpose of this condition, the decision of the Chief Engineer/HK&I as to what constitutes the ground level or levels shall be final and binding upon the Tenant. For the avoidance of doubt, whether or not the said prior written consent is given shall not relieve to the Tenant from strict compliance of in Special Condition No. 3 hereof.

- (b) The Chief Engineer/HK&I and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as "the Authorized Parties") with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Premises for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve Area (hereinafter referred to as "the Utilities") which the Chief Engineer/HK&I may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Area. Where in the opinion of the Chief Engineer/HK&I (whose opinion shall be final and binding on the Tenant), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Chief Engineer/HK&I shall be entitled by notice in writing to call upon the Tenant, at his own expense and in all respects to the satisfaction of the Chief Engineer/HK&I, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Tenant shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Chief Engineer/HK&I may carry out such removal demolition and reinstatement works as he may consider necessary and the Tenant shall pay to the Government on demand the cost of such works.
- (c) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the Authorized Parties shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise by the Authorized Parties of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under sub-clause (b) of this Special Condition and no claim shall be made against the Government or the Authorized Parties by the Tenant in respect of any such loss, damage, nuisance or disturbance.
- (d) Notwithstanding the sub-clauses (a)(i) and (a)(ii) of this Special Condition, with prior written consent of the Chief Engineer/HK&I and subject to such terms and conditions as he may impose, the Tenant may divert all public drainage system including drains and sewers within the Drainage Reserve Area at his own cost and to the satisfaction of the Chief Engineer/HK&I.
38. The Tenant shall provide and maintain at his own expense adequate toilet facilities in the Premises in all respects to the satisfaction of the Director of Food and Environmental Hygiene if valid licence(s) issued by the Director of Food and Environmental Hygiene require provision of toilet facilities in the Premises or part of the Premises.
- 39 Notwithstanding anything contained in this Agreement, the Landlord shall upon reasonable prior notice being given to the Tenant have the right to enter the Premises at any time to erect and fix a notice board(s) at such prominent location(s) of the Premises as the District Lands Officer may consider appropriate for displaying the sale site information.
40. (a) There is excepted and reserved unto the Landlord the stratum of the Government land at and below the level of +3.0 metres above the Hong Kong Principal Datum within the area as shown coloured pink cross-hatched black on the plan annexed hereto (which stratum of Government land is hereinafter referred to as "the Tunnel Reserve") as to which the Tenant shall have no right, title, possession or use nor any right or claim to compensation whatsoever in respect thereof.

- (b) There is excepted and reserved to the Landlord, his agents, licensees and those authorised by it the exclusive right and liberty throughout the term of the tenancy to construct, operate and maintain a tunnel at such level and to such depths as he sees fit in or within the Tunnel Reserve and the tunnel when constructed may be used by such person and persons, by such vehicles, for such purposes and uses, and at such times and in such manner as the Landlord may in his absolute discretion see fit.
 - (c) Neither the Tenant nor any other person shall make any claim against the Landlord or any of his officers, agents, lessees, tenants or those authorized by his servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the Premises or to the Tenant caused by or arising out of the construction, maintenance, presence, operation or use of the tunnel.
 - (d) The Tenant shall permit the Landlord, his agents, licensees and those authorized by him the right of ingress, egress and regress to, from and through the Influence Zone at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the tunnel and the Tenant shall provide suitable means of access to the Influence Zone to the satisfaction of the Landlord for the exercise of such right of ingress, egress and regress by the Landlord, his agents, licensees and those authorized by him. The Landlord and his duly authorized officers, agents, licensees and those authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Tenant arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Tenant.
41. The Tenant shall accept that there is no fresh water supply to the Premises. He shall make his own arrangements at his own expense to obtain such a supply through a water supply system, within or outside the Premises, in accordance with the provisions of the Waterworks Ordinance, any regulations made thereunder and any amending legislation. Subject to there being in existence Government mains in future which in the opinion of the Water Authority are suitable for connection to the Premises, a fresh water supply from the Government mains may be given.
42. A salt water supply from Government mains will be given for flushing purposes. Provided always that where the Tenant provides or agrees to provide at his own expense a private salt water supply for any heating, cooling, humidification or other purposes, the Government will not grant the aforesaid salt water supply from Government mains for flushing purposes.
43. The Tenant consents to the Landlord disclosing to any third party (whether individual, corporate body, members of the public or other organization), the date of this Agreement, the date of commencement of the tenancy, the term of tenancy, the amount of rent, the location, area, usage of the Premises and permitted structures thereon, and agrees that the consent shall survive the expiry or termination of this Agreement.
44. The Tenant shall accept the Premises in the state and condition in which they are at the date possession is given.

45. There shall be a standing committee comprising representatives of the Development Bureau and relevant government departments ("the Standing Committee") established during the term of the tenancy hereby created. The Tenant shall at his own expense:
- (a) submit on or before the last day of each six calendar months a report (and any supporting document(s) as may be required by the Standing Committee) during the term of tenancy containing such information in relation to the setting up, operation and management of the Observation Wheel and Ancillary Facilities (including progress of their setting up with such detail to the satisfaction of the Standing Committee, number of visitors, Events/Activities held at the Premises in the preceding months and scheduled to be carried out in the coming months, etc.) as the Standing Committee may require;
 - (b) on or before the last day of every 12 calendar months of the tenancy, submit an annual summary report (and any supporting document(s) as may be required by the Standing Committee) during the term of tenancy containing such information as the Standing Committee may require in relation to his implementation of the Binding Proposal on Community Engagement set out in Schedule F of the Tender Application Form;
 - (c) notify the Standing Committee in writing within forty-eight (48) hours in the event of any personal injury or death of any staff or other persons employed by the Tenant or its contractors or agent in the course of any work carried out in pursuance of the Agreement irrespective whether a claim for compensation may be filed against the Tenant;
 - (d) notify the Standing Committee in writing within forty-eight (48) hours in the event of any major incident (including incident resulting in fatality or serious injury of visitors, prolonged trapping of passengers at high level or in unordinary orientation, etc.) or stoppage (including suspension, delay opening and early closure, etc.) of the Observation Wheel and Ancillary Facilities;
 - (e) attend such meetings as may be requested by the Standing Committee and submit to the Standing Committee other information or report as may be so requested by the Standing Committee at any time in order to ensure the compliance with this Agreement.

AS WITNESS WHEREOF the District Lands Officer being duly authorized by the Chief Executive so to do has set his hand hereto for and on behalf of the Landlord and the Tenant has set his hand hereto/has executed this Agreement the day and year first above written.

For and on behalf of
The Entertainment Corporation Limited

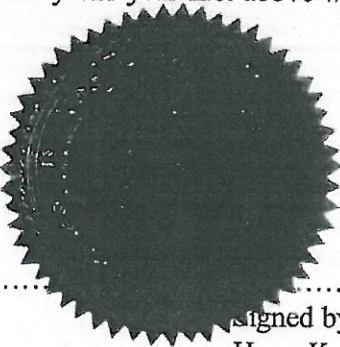
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Authorized Signature(s)

Sealed with the Common Seal of
the Tenant and signed by

MICHAEL DENMARK, DIRECTOR

in the presence of

FRED GOFORTH (P6645105)
.....
Fred Goforth



.....
[Signature]

Damien CHAN

.....
Signed by the District Lands Officer,
Hong Kong West and South

in the presence of

[Signature]
Ms. Jennie WONG

.....
Civil Servant,
Lands Department

**
OR

.....
Executed by the Tenant acting through
[], its sole director

or

[], its director and
[], its director

or

[], its director and
[], its company

secretary

in accordance with section 127(3) and 127(5)
of the Companies Ordinance (Cap. 622)
in the presence of

.....
Witness Name :

Address :

Noise Control Guidelines for Music,
Singing and Instrument Performing Activities held Essentially Daily

1. Introduction

These guidelines are only applicable to noise from music, singing and instrument performance activities in places other than domestic premises, public places or construction sites, and provide information to organizers for holding such activities (especially large scale activities in which extensive sound amplification systems are employed and would likely cause noise disturbance to nearby noise sensitive receivers, such as residents) on noise control requirements and means for minimising noise emission from the activities.

2. Noise control requirements

Noise levels from the activities (including rehearsal and main event) should not be more than 5 dB(A) above the prevailing background noise level, as measured at one metre from the exterior building facade of any nearby noise sensitive receivers, during day time and evening period, i.e. 7 a.m. to 11 p.m. The noise levels from the activities shall be measured in terms of Leq(15min.), 15-minute A-weighted equivalent continuous sound pressure level and the background noise levels in terms of Leq(5min.), 5-minute A-weighted equivalent continuous sound pressure level. For the nighttime, i.e. 11 p.m. to 7 a.m., noise from the activities should not be audible within any nearby noise sensitive receivers.

3. Noise monitoring

The organizer should appoint an appropriate person to monitor the noise situation by means of sound level meters at a nearby noise sensitive receiver, preferably the most affected one, as far as possible. If the organizer cannot gain access to any nearby noise sensitive receiver for monitoring, noise monitoring shall be carried out at an accessible location where the noise situation can best represent that at the nearby noise sensitive receiver. When noise monitoring is not carried out at the most affected noise sensitive receiver, it may be necessary to adjust the measured noise levels from the activity to reflect the noise levels at the most affected noise sensitive receiver taking into account of the difference in the noise propagation paths (e.g. different distance and barrier effect). The appropriate person should also measure the background noise levels before and after the activity, and monitor closely the noise levels during the activity. The appropriate person should provide feedback to the organizer for immediate action, such as adjustment of the speaker output level, whenever necessary for avoidance of any non-compliance with the above noise control requirements. Noise measurement in terms of Leq(15mins.) should be conducted at least hourly throughout the activity, of which the results should be recorded properly and submitted to the venue owner subsequently. The venue owner will provide the recorded measurements for reference of Environmental Protection Department when requested for any necessary follow up investigation. The sound level meters should comply with International Electrical Commission Publications 651:1979 (Type 1) and 804:1985 (Type 1), or be of a comparable professional quality.

4. Complaint hotline

During the activities, the organizer should provide a manned complaint hotline (Tape recording is not acceptable) so that action can be immediately taken to reduce the noise in response to complaints raised by nearby residents or relayed from other parties such as Food and Environmental Hygiene Department/Leisure and Cultural Services Department or Police.

5. Advance notice to nearby noise sensitive receivers

The organizer should arrange to distribute advance notices to nearby residential buildings, hospitals or other noise sensitive uses to alert the people of the date, time, venue and programme of the activity, and the complaint hotline to which they can lodge their concern in case the noise from the activity is considered excessive.

6. Other recommended noise mitigation measures when PA or loudspeakers systems are used

- to orientate stage to point away from the nearby noise sensitive receivers;
- to use a cluster of small power loudspeakers instead of a few large power loudspeakers; and
- to use directional loudspeakers and orientate them to point towards the audience and away from the nearby noise sensitive receivers.

7. Rehearsal

Rehearsal might also cause noise disturbance. Testing of sound system should be shortened as much as practicable and full blown rehearsal should be minimised. In all respects, actions mentioned in paragraphs 2 to 6 should also be implemented including noise measurement. To minimize the inconvenience caused to nearby residents, rehearsal should be carried out during the time period between 9 a.m. and 7 p.m.

8. Other related noisy activities

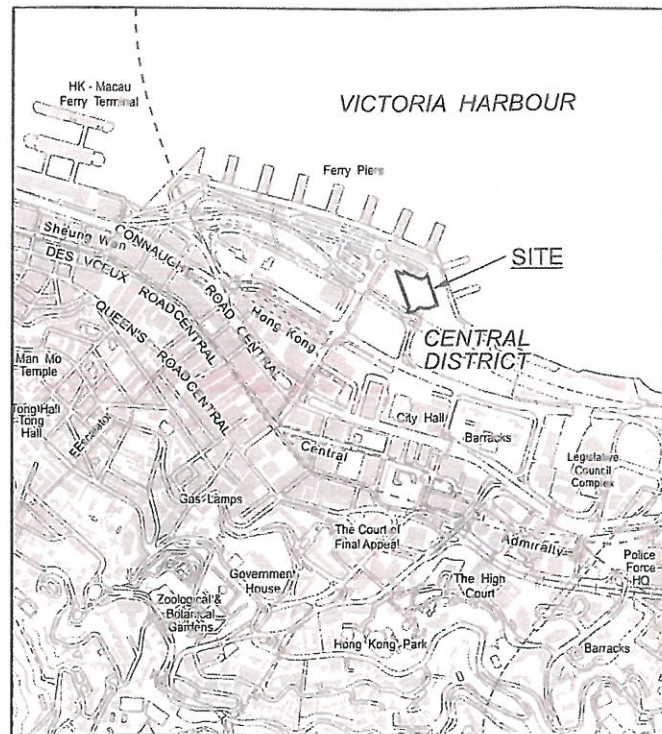
Other related noisy activities, such as preparation and tidying up of the venue, might also cause noise disturbance. In all respects, actions mentioned in paragraphs 4 and 5 should also be implemented. To minimize the inconvenience caused to nearby residents, such activities should be carried out during the time period between 9 a.m. and 7 p.m.

(03/2015)

Note: For music, singing and instrument performances to be conducted during New Year Eve Countdown events that will last beyond 12:00 midnight and with the support of relevant community groups representing the concerned locality, separate advice from the Environmental Protection Department (EPD) should be sought.

[Contacts for the respective Regional Offices of EPD could be found in
http://www.epd.gov.hk/epd/english/about_epd/facility/offices.html]

LOCATION



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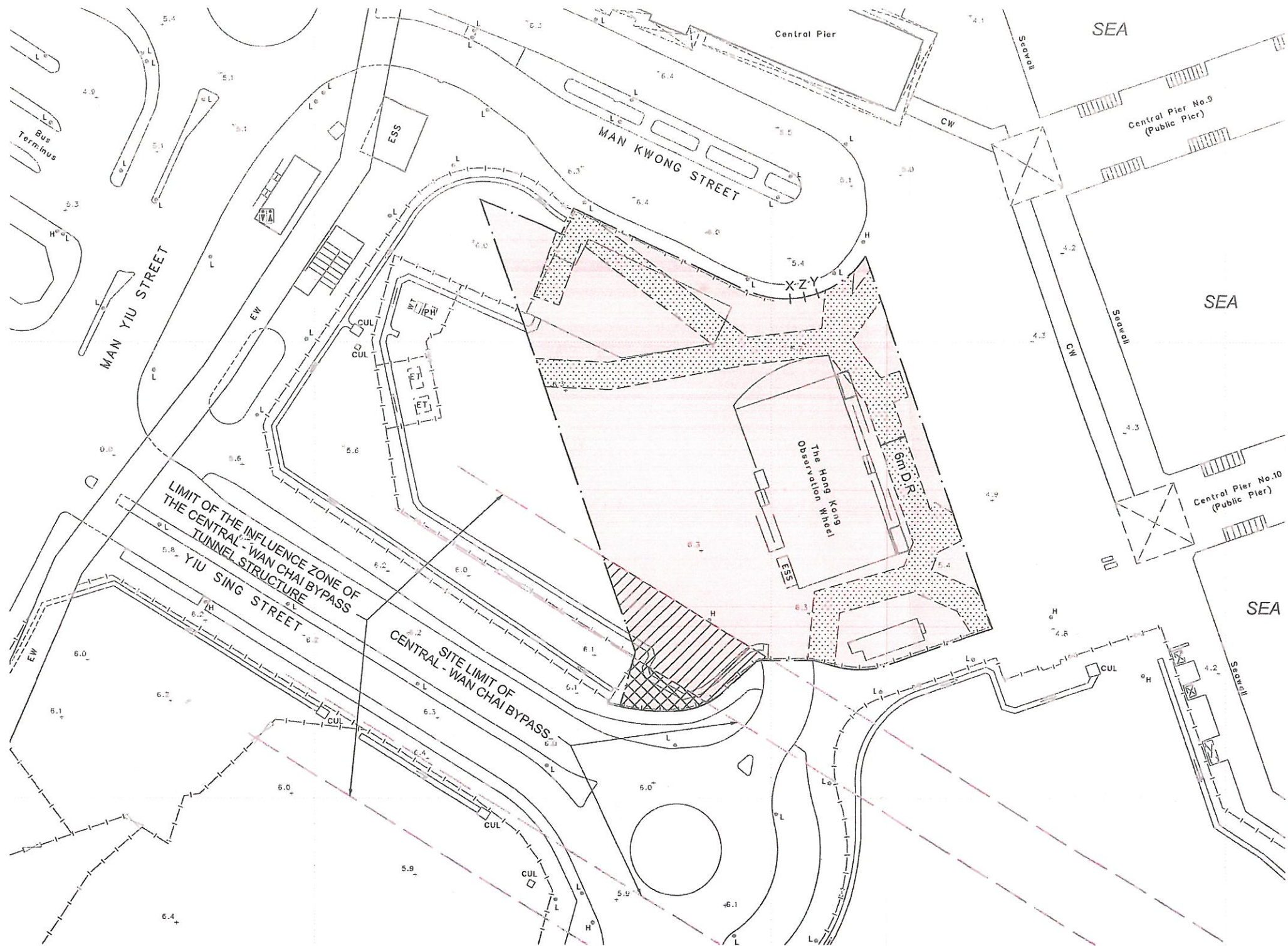
SPECIAL CONDITIONS REFER



POINTS X Y Z

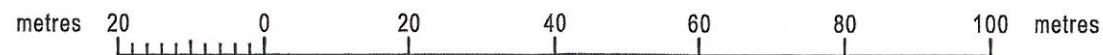
LEGEND

D.R. DRAINAGE RESERVE



COLOURED PINK, PINK HATCHED BLACK, PINK CROSS-HATCHED BLACK AND PINK STIPPLED BLACK AREA 7 320 SQUARE METRES (ABOUT)

SCALE 1:1 000



FOR IDENTIFICATION PURPOSES ONLY

District Lands Office, Hong Kong West and South Lands Department

Plan Prepared by District Survey Office, Hong Kong

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TENANCY AGREEMENT No. NHX-805

File No. DLO/HW L/M NHX-805

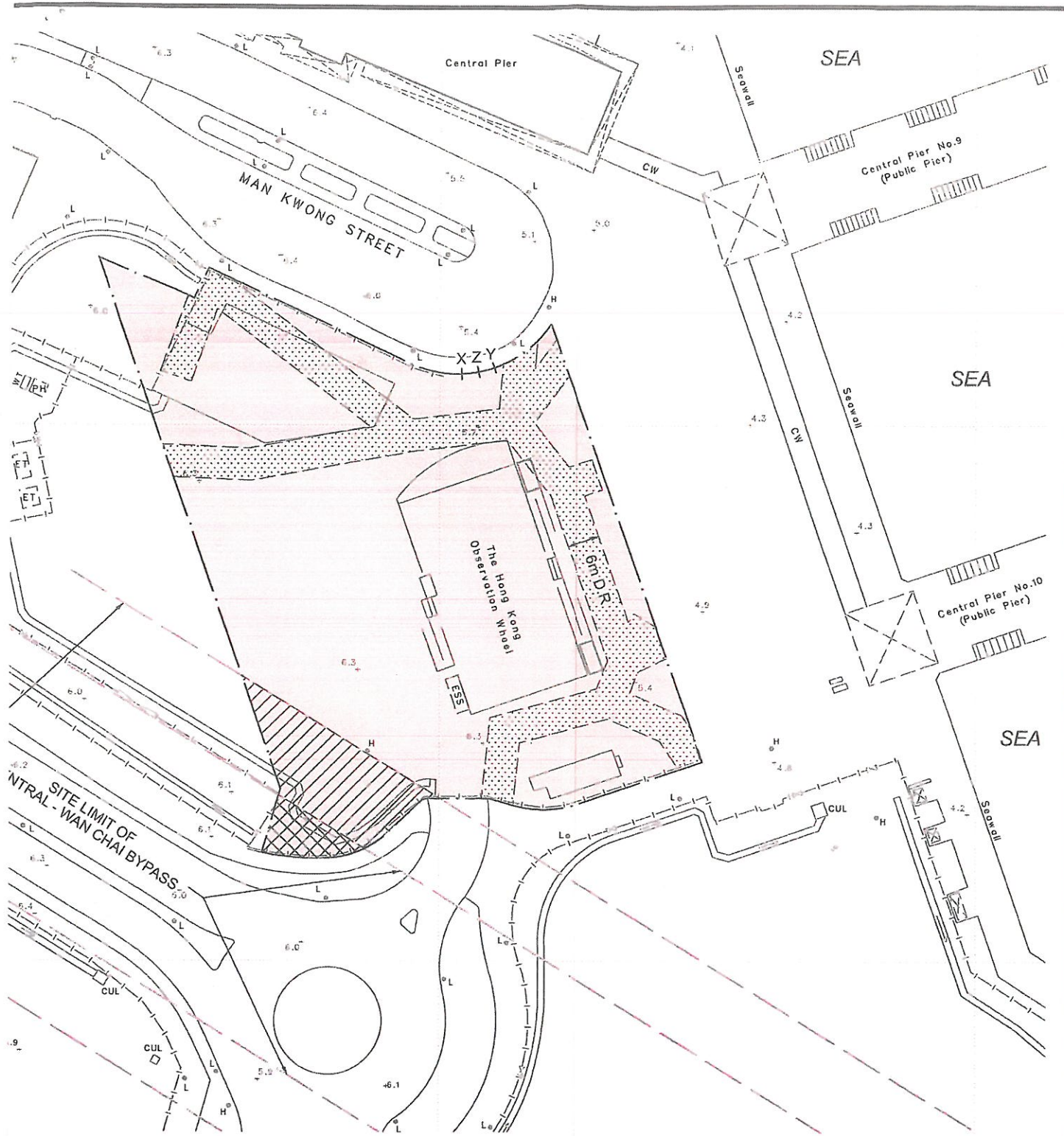
Survey Sheet No. 11-SW-9A

Layout Plan No. --

Reference Plan No. M/HOLS/16/66 Overlay 3

PLAN No. HKM10045

Date : 24/10/2016



◁, PINK CROSS-HATCHED BLACK AND
320 SQUARE METRES (ABOUT)

:1 000

60 80 100 metres

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File No. DLO/HW L/M NHX-805
Survey Sheet No. 11-SW-9A
Layout Plan No. --
Reference Plan No. M/HOLS/16/66 Overlay 3
PLAN No. HKM10045

Date : 24/10/2016

DISTRICT LANDS OFFICE
HONG KONG WEST AND SOUTH

LANDS DEPARTMENT



[Handwritten signature]

Signed by the Tenant

in the presence of

OR *For and on behalf of*
The Entertainment Corporation Limited

Sealed with the Common Seal of
The Tenant and signed by

MICHAEL DENMARK DIRECTOR

in the presence of

FRED GOFORTH P364510/33

OR

Executed by the Tenant acting through
[], its sole director
or
[], its director and
[], its director
or
[], its director and
[], its company secretary
in accordance with section 127(3) and 127(5)
of the Companies Ordinance (Cap. 622)

in the presence of

Witness Name:

Address:

Dated this ___ day of ___ 20__

[Handwritten signature]
Damien CHAN

Signed by the District Lands Officer,
Hong Kong West and South

in the presence of

[Handwritten signature]
Ms. Jennie WONG

Civil Servant,
Lands Department

Dated 20th November, 2017

TENANCY AGREEMENT

No. : NHX805

Rent : As specified in the First Schedule

Term : Three years certain commencing on the
1st day of November 2017 and
thereafter quarterly until such time as this
tenancy is determined.

Lands Department