QUOTATION NOTICE

INVITATION TO QUOTATION FOR A TENANCY OF THE GOVERNMENT CANTEEN ON PORTION OF THE GROUND FLOOR, GOVERNMENT FLYING SERVICE HEADQUARTERS, NO. 18 SOUTH PERIMETER ROAD, HONG KONG INTERNATIONAL AIRPORT, LANTAU ISLAND, NEW TERRITORIES, HONG KONG

(Quotation Reference No.: GPA N22641)

Quotations are invited for a tenancy of the Government canteen situate on Portion of the Ground Floor, Government Flying Service Headquarters, No.18 South Perimeter Road, Hong Kong International Airport, Lantau Island, New Territories, Hong Kong comprising a total floor area of 262 square metres or thereabouts (hereinafter referred to as "the Premises") which is for identification purpose only shown coloured pink on the plan (Plan No. GPA N22641) annexed to the form of Tenancy Agreement annexed hereto (hereinafter referred to as "the Form of Tenancy Agreement") for a term of three (3) years subject to the provisions for renewal for a further term of three years as stipulated in Special Condition No. (23) of the Third Schedule to the Form of Tenancy Agreement for canteen purpose only and on such terms and conditions as set out in this Quotation Notice and in the Form of Tenancy Agreement.

2. The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015) of the Laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the FSI") does not bind itself to accept the highest quotation or any quotation submitted. The FSI reserves the right to negotiate with any bidder about the terms and conditions of the offer. The FSI will consider the past or current performance of the bidders as tenants of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the Government") or the FSI both in examining any quotation submitted and in deciding whether or not to award the quotation. The decision of the FSI on whether or not to award the quotation shall be final.

3. Bidders **MUST** state in the Form of Quotation annexed hereto the **FIXED** monthly rental (exclusive of rates, management fees, charges, and any other outgoings whatsoever) they are prepared to offer to the FSI for the tenancy of the Premises. **Any quotation submitted which is not in conformity with the requirement contained in this Paragraph will not be considered by the FSI.**

4. Quotations should be:

(a) made in the Form of Quotation annexed hereto; and

(b) enclosed in a sealed envelope addressed to **"The Chairman, Quotation Opening Committee, Government Property Agency"** and clearly marked: **"Quotation for a Tenancy of the**

Government Canteen on Portion of the Ground Floor, Government Flying Service Headquarters, No. 18 South Perimeter Road, Hong Kong International Airport, Lantau Island, New Territories, Hong Kong (Quotation Reference No.: GPA N22641)" on the outside of the envelope.

5. (a) Quotation **MUST** be placed in the **Government Property Agency Quotation Box situate on the Ground Floor Lobby, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong (hereinafter referred to as "the Specified Quotation Box")** before 12:00 noon on the **6th day of March 2026**. If tropical cyclone signal No. 8 or above is hoisted, or a black rainstorm warning signal or "extreme conditions" announced by the Government is / are in force at any time between 9:00 a.m. and 12:00 noon on the **6th day of March 2026**, the quotation closing time will be postponed to 12:00 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the "extreme conditions" announced by the Government has / have ceased to be in force PROVIDED THAT if the postponed quotation closing day falls on a Saturday, then the quotation closing time will be postponed to 12:00 noon on the next working day. In case of blockage of the public access to the location of the Specified Quotation Box at any time between 9:00 a.m. and 12:00 noon on the **6th day of March 2026**, the Government Property Agency will announce that the quotation closing time shall be extended until further notice. Following removal of the blockage, the Government Property Agency will announce the extended quotation closing time as soon as practicable. The above announcements will be made on the website of GPA Property Portal (https://www.gpaproperty.gov.hk/en/index.html). **Any quotation submitted which is not in conformity with the requirement contained in this Paragraph 5(a) will not be considered by the FSI.**

(b) Late quotations and quotations not deposited in the Specified Quotation Box will not be accepted.

(c) Save and except the insertion of the requisite information and particulars at the spaces as indicated in the Form of Quotation, there shall be no insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement. For quotations submitted with any insertion, deletion or alteration of or to any terms or conditions in this Quotation Notice or in the Form of Quotation or in the Form of Tenancy Agreement, the FSI may not consider or assess any quotations submitted which did

not comply with the requirement contained in this Paragraph 5(c).

6. All bidders should submit all the required information and documents including but not limited to the documents as referred to in Paragraph 10 of this Quotation Notice before closing of the quotation. The FSI may not consider or assess any quotations submitted which did not comply with all the terms and requirements of this Quotation Notice. The FSI reserves the right to seek clarification on the required information and documents after closing of the quotation and request the bidder to submit such information and documents to the FSI within a stipulated period. Quotation evaluation would be conducted on the basis of available information and documents if the required information and documents were not submitted.

7. BIDDERS shall FORWARD WITH THEIR QUOTATIONS **a CASHIER'S ORDER or a CHEQUE** for an amount in Hong Kong currency equivalent to **one month's rent offered** made payable to **"The Government of the Hong Kong Special Administrative Region"** and issued by a bank which shall be a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155). If a cheque is submitted, **it must be certified good by the bank** on which it is drawn for payment up to the 5th day of July 2026. All cashier's orders or cheques will be retained uncashed until a decision has been made on the quotations submitted. The successful bidder is required to pay the **security deposit for an amount in Hong Kong currency equivalent to three months' rent offered or Hong Kong Dollars Fifty Thousand only (HK$50,000.00), whichever is the higher,** as referred in Clause (4)(b)(i) of the Form of Tenancy Agreement. If a quotation is accepted, the cashier's order or cheque submitted therewith will be treated as **part payment of the security deposit** as required. All other cashier's orders and cheques will be returned to the unsuccessful bidders at the addresses shown on their quotations. The FSI reserves the right to seek clarification from the bidder on the submission of cashier's order or cheque by the bidder. In the event that clarification is required for the submission of cashier's order or cheque by the bidder, the bidder should respond by the date specified in the clarification letter or if no date is specified in the clarification letter, within one week from the date of the clarification letter. If within the time prescribed aforesaid, the bidder fails to respond to the clarification letter or fails to submit the required cashier's order or cheque that complies with the requirements contained in this Paragraph 7 pursuant to the clarification letter, **the quotation submitted by the bidder will not be further considered by the FSI.**

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

9. (a) Bidders when submitting their quotations by way of a subsidiary company should clearly state the names of their holding companies and their correspondence addresses, the names of their contact persons, their telephone numbers, facsimile numbers and

email address.

(b) The person who signs a quotation as bidder shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name, address and the name(s) of the contact person(s) of his principal in Part C of the Information of bidder in the Form of Quotation.

(c) If the bidder is a natural person, the quotation **MUST** be made in the name of such person trading as a firm or business in sole proprietorship. If the bidders are natural persons, the quotation **MUST** be made in the name of such persons trading as a firm or business in partnership. **Any quotation submitted which is not in conformity with the requirement contained in this Paragraph 9(c) will not be considered by the FSI.**

(d) After the award of the quotation, the identity of the successful bidder and its holding company (if any) would be disclosed by the FSI and the Government in response to public / media enquiries. The FSI and the Government reserve the right to announce the quotation results without the need to seek the prior agreement of the successful bidder or its holding company (if any).

10. (a) Bidders when submitting their quotations pursuant to Paragraph 9(c) above should submit a copy of the valid Business Registration Certificate as well as Certified Extracts of Information on the Business Register from the Commissioner of Inland Revenue containing the name of the sole proprietor or the names of all the partners, as the case may be, of the said firm or business.

(b) Bidders when submitting their quotations by way of a corporate body should submit one copy each of the valid Business Registration Certificate, the Certificate of Incorporation, the Articles of Association, the Incorporation Form (where the first Annual Return of the Corporation has not been filed with the Companies Registry as at the date of quotation submission), the latest Annual Return (if any), Notice of Change of Company Secretary and Director (if any) and Notice of Change in Particulars of Company Secretary and Director (if any) filed with the Companies Registry giving details of its current shareholders and directors.

11. If a quotation is accepted, the successful bidder shall be the Tenant and he shall be notified of the acceptance of his quotation by a letter posted to him at or

delivered to the address stated in his Form of Quotation. The successful bidder shall within 7 days of being called upon by the FSI so to do sign or in the case of a corporate body duly execute under its common seal and in accordance with the laws of its place of incorporation or otherwise in accordance with the applicable law to the satisfaction of the Government Property Agency a Tenancy Agreement and the plan annexed thereto (hereinafter referred to as "the Tenancy Agreement and the plan annexed thereto"), and shall pay to the FSI the **balance of security deposit, first month's rent and management fees** due under the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made on behalf of a principal, the principal shall himself sign or execute the Tenancy Agreement and the plan annexed thereto. Where the successful quotation has been made by or on behalf of a partnership, each partner shall sign or execute the Tenancy Agreement and the plan annexed thereto. If the successful bidder shall fail to sign or execute the Tenancy Agreement and the plan annexed thereto or pay the **balance of security deposit, first month's rent and management fees** to the FSI within the time limit as aforesaid, the FSI may either enforce or cancel the quotation. On cancellation, the sum forwarded with the successful quotation as **part payment of security deposit** shall, without prejudice to the FSI's right of action for damages for breach of contract, be wholly and absolutely forfeited to the FSI as liquidated damages and not as a penalty and the FSI shall be at liberty to grant a tenancy of the Premises to other parties or invite quotations or otherwise deal with the Premises at such time and in such manner as the FSI shall deem fit.

12. Subject to the due signing or execution of the Tenancy Agreement and the plan annexed thereto, and to the payment of **the balance of the security deposit, first month's rent and management fees** as hereinbefore provided, possession of the Premises will be given to the successful bidder within three calendar months of the date on which the Tenancy Agreement and the plan annexed thereto are signed or executed. The successful bidder will be notified by a letter from the Chief Property Manager, Government Property Agency of the date on which possession will be so given and the date from which the term of the tenancy shall commence.

13. All quotations submitted shall remain valid from the closing date of the quotation until the 5th day of July 2026 and shall remain binding upon the bidders and may be accepted by the FSI at any time up to the expiry of the said validity period. The FSI will consider and assess all quotations submitted which comply with all the terms and requirements of this Quotation Notice.

14. (a) Bidders and their directors, employees and agents should not communicate to any person other than the Government Property Agency the amount of rent offered, adjust the amount of rent offered by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not offer or otherwise collude with any other person in any manner whatsoever in the quotation process until the quotation is awarded. If a bidder is in breach of or fails to comply with this Paragraph or is in breach of his

warranty given in Paragraph 7 of the Form of Quotation, without affecting his liability for such breach or non-compliance, the Government Property Agency may invalidate his quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

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

15. Bidders and their directors, employees and agents shall not offer any advantage (as defined in the Prevention of Bribery Ordinance (Cap. 201)) to any employee of the Government Property Agency as an inducement to or reward for or otherwise on account of such employee's giving assistance or using influence in, or having given assistance or used influence in the quotation exercise. If a bidder commits any offence under the said Ordinance in relation to the quotation exercise, the Government Property Agency may invalidate its quotation without payment of any compensation. The bidder will also be liable for all expenses including but not limited to the Government Property Agency's costs and expenses in the present quotation and any subsequent quotation(s) arising from or incidental to the invalidation.

16. Bidders shall note the additional terms and conditions, if any, as specified in the Schedule hereto.

17. The successful bidder shall accept the Premises in such state and condition as existing on the date on which possession of the Premises is given and all bidders are advised to inspect the Premises and conduct a survey of the Premises at their own costs to ascertain the physical condition or state or safety of the Premises prior to submitting the quotation. If bidders wish to conduct a site inspection of the Premises, they shall on or before the 25th day of February 2026 contact the officer referred to in Paragraph 20 of this Quotation Notice for arrangement.

18. The result of the quotation will be known on or before the 5th day of July 2026. Bidders who do not receive any notification from the FSI of the acceptance of their offers by the said date may consider their offers not being accepted.

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

individual sole proprietor / partners, in case of a corporate body, its Company Number. If he fails to provide the above data, it may not be possible for the FSI to consider his quotation;

(b) the above data collected by the Government Property Agency are to be used for the consideration of this quotation by the FSI and may be used by the FSI and the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose. The above data may also be used for the consideration of other quotations by the FSI and the Government at any time and the above data may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose; and

(c) individuals have a right to request access to and correction of his personal data in the Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486). Any such request shall be made to the Personal Data (Privacy) Officer of the Government Property Agency at the address stated in Paragraph 20 of this Quotation Notice.

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

Government Property Agency,
9/F, South Tower,
West Kowloon Government Offices,
No. 11 Hoi Ting Road,
Yau Ma Tei, Kowloon, Hong Kong
(Attn.: Mr. Carlo CHEUNG
Tel. No.: 3842 6775 and Fax No.: 2877 8993)

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

22. (a) Notwithstanding anything to the contrary in this Quotation Notice, at any time after the quotation closing time as mentioned in Paragraph 5(a) of this Quotation Notice but before a quotation is accepted, the FSI reserves the right to cancel the quotation exercise under this Quotation Notice on the ground that is in the public interest not to accept any quotation submitted or award the

quotation or on the ground that there are changes of requirement or circumstances after the quotation closing time for operational or whatever reasons. The decision of the FSI to cancel the quotation exercise under this Quotation Notice shall be final and conclusive and shall be binding on the bidders. The bidders shall have no right to claim compensation in any form from the FSI arising from or incidental to the cancellation.

(b) The FSI shall have the right to arrange a new quotation exercise in respect of the Premises subsequent to the cancellation of the quotation exercise under this Quotation Notice.

23. (a) This Quotation Notice shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong").

(b) If a quotation is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, the quotation together with the written acceptance thereof shall constitute a binding agreement between the successful bidder and the FSI. The said binding agreement shall be governed by and construed in accordance with the laws of Hong Kong.

(c) (i) Notwithstanding anything to the contrary herein, the bidders and the FSI shall first refer any dispute or difference arising out of or in connection with this Quotation Notice or the said binding agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

(ii) If the said dispute or difference is not settled by mediation according to Paragraph 23(c)(i) above, the bidders or the FSI may institute litigation in respect of the said dispute or difference. The bidders and the FSI agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

24. Notwithstanding anything to the contrary in the Quotation Notice, the FSI reserves the right to disqualify a bidder on the grounds that the bidder or its principal (if any) has engaged, is engaging, or is reasonably believed to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest, public morals, public order or public safety of Hong Kong. For the avoidance of doubts, the

word “engage” or its variants in this paragraph shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the FSI to disqualify the bidder shall be final, conclusive and binding on the bidder.

25. A Chinese translation of this Quotation Notice and the Form of Quotation is attached. In the event of any doubt or dispute in the interpretation of this Quotation Notice and the Form of Quotation, the FSI’s intention as expressed in the English version shall prevail.

The Schedule

1. The successful bidder shall provide all the individual items and sets of food and beverages (excluding alcoholic beverages and plastic bottled water) set out in the Fourth Schedule to the Form of Tenancy Agreement in the Premises on a compulsory basis in accordance with the requirements as set out in Special Condition No. (4) of the Third Schedule to the Form of Tenancy Agreement, and the prices to be charged therefor shall be as specified in the Fourth Schedule to the Form of Tenancy Agreement and shall be subject to such restrictions as specified in Special Condition No. (9) of the Third Schedule to the Form of Tenancy Agreement. Bidders are advised that pursuant to Special Condition No. (5) of the Third Schedule to the Form of Tenancy Agreement, the Tenant may, according to market demand and subject to the FSI's prior written approval, introduce on a voluntary basis any additional food items or beverages (excluding alcoholic beverages and plastic bottled water) not specified in the said Fourth Schedule to the Form of Tenancy Agreement. Such additional food items or beverages (excluding alcoholic beverages and plastic bottled water) as approved by the FSI will not be subject to price control or the restrictions as specified in Special Condition No. (9) of the Third Schedule to the Form of Tenancy Agreement. For the avoidance of doubt, the selling of any plastic bottled water through the automatic vending machine(s) (if any) at the Premises is not allowed unless being specifically approved by the FSI in writing and may be subject to such condition as the FSI may impose.

2. The management fees of the Premises are currently determined at HK$6,104.60 per calendar month. Such fees may be revised from time to time by the FSI in accordance with Clause (2)(h) of the Form of Tenancy Agreement.

3. Bidders are advised to note that:

(a) Subject to Special Condition 5(b) in the Third Schedule, the Premises shall be used for a canteen for the supply of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities to employees of Government Flying Service working in the Government Flying Service Headquarters (hereinafter referred to as "the Building") and such other persons as may be authorized by the Controller of Government Flying Service ;

(b) the successful bidder shall be exempted from payment of charges for electricity, air-conditioning, water, trade effluent surcharges and gas in respect of his use and occupation of the Premises during the term of the tenancy;

(c) the FSI shall have the full right to terminate the Tenancy Agreement under Clause (4)(m) of the Form of Tenancy Agreement in the event of the Tenant, his employees or agents

being found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap.201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the tenancy;

(d) the FSI does not guarantee that the successful bidder shall have the exclusive right to carry on the business of canteen within the Building throughout the term of the tenancy created by the Form of Tenancy Agreement and the FSI shall not be responsible or liable to the successful bidder for any damages or loss in respect thereof;

(e) the successful bidder shall not bring into, keep, store or sell or permit or suffer to be brought into, kept, stored or sold any alcoholic beverages in the Premises or any part thereof;

(f) the successful bidder shall not employ illegal workers, in breach of which, the FSI shall be entitled to terminate the tenancy by giving three calendar months' notice in writing to the Tenant without refund of rent, management fees or other charges already paid or any part thereof or any compensation therefor being payable to the successful bidder;

(g) all employees employed by the successful bidder to work in the Premises shall be subject to the prior written approval of the Controller of Government Flying Service;

(h) pursuant to Clause 2(bbb) of the Form of Tenancy Agreement, the successful bidder shall procure that the canteen at the Premises is and remains to be an EatSmart restaurant under the EatSmart Restaurant Star+ Campaign of the Department of Health (hereinafter referred to as "the Campaign") throughout the term of the tenancy created by the Form of Tenancy Agreement. If the canteen at the Premises is not yet an EatSmart restaurant under the Campaign at the commencement date of the term of the tenancy created by the Form of Tenancy Agreement, the successful bidder shall procure that the canteen at the Premises shall become an EatSmart restaurant no later than six months after the commencement date of the term of the tenancy created by the Form of Tenancy Agreement and remains to be an EatSmart restaurant under the Campaign thereafter until the expiration of the term of the tenancy created by the Form of Tenancy Agreement.

(i) the successful bidder shall comply with the requirements on avoidance of use of disposable tableware as specified in Special Condition No. (19) of the Third Schedule to the Form of Tenancy Agreement; and

(j) pursuant to Special Condition No. (23) of the Third Schedule to the Form of Tenancy Agreement, if the successful bidder shall be desirous of taking a tenancy of the Premises for a further term of three years from the date of expiry of the term of the tenancy created by the Form of Tenancy Agreement at the same monthly rent and on the same terms and conditions as are contained in the Form of Tenancy Agreement save and except for the said Special Condition No. (23), the successful bidder shall give written notice to the FSI of such desire not less than nine calendar months before the expiration of the term of the tenancy created by the Form of Tenancy Agreement. Upon the successful bidder duly giving the notice to the FSI as aforesaid, the FSI may issue a renewal letter (hereinafter referred to as "the Renewal Letter") to the successful bidder which shall be in such form and contain such terms and conditions as the FSI may prescribe, including the provision that the renewal shall be conditional upon the successful bidder having duly observed and performed all the terms and conditions to be observed or performed by and on the part of the successful bidder contained in the Form of Tenancy Agreement in all respects to the satisfaction of the FSI (as to which the decision of the FSI shall be final, conclusive and binding on the successful bidder) up to the expiration of the term of the tenancy created by the Form of Tenancy Agreement. The Renewal Letter, if issued, shall be accepted and signed by the successful bidder within such period of time as may be specified by the FSI, to the effect that subject to compliance with the requirements in the Renewal Letter, the Renewal Letter accepted and signed by the successful bidder shall constitute a binding agreement of the renewal of tenancy.

4. Clause (4)(b)(i) under the Form of Tenancy Agreement contains the terms and conditions governing the deposit of security deposit with the FSI by the successful bidder, and the refund of the said deposit upon expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement. In particular, pursuant to Clause (4)(b)(ii) of the Form of Tenancy Agreement, the security deposit paid by the successful bidder will be deposited with the FSI as security for the due payment of the monthly rent, rates, management fees, taxes, assessments, sewage service charges, duties, charges and other outgoings under the Form of Tenancy Agreement and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings (hereinafter collectively referred to as "Sums") payable under any other agreements of any other tenancies or any leases or licences of any premises granted or to be granted by the FSI to the successful bidder (hereinafter referred to as "Other Agreements") and the due performance and observance by the successful bidder of all and singular the several provisions, conditions, terms and stipulations reserved and contained in the Form of Tenancy Agreement and Other Agreements. At the expiration or sooner determination of the tenancy created by the Form of Tenancy Agreement, if there shall be any monthly rent

or the rates, management fees, taxes, assessments, sewage service charges, duties, charges and other outgoings contained in the Form of Tenancy Agreement and any interest payable thereon in arrears and / or any Sums payable under Other Agreements and any interest payable thereon in arrears, the FSI may apply such deposit towards payment of such arrears, or if there shall be any breach of provisions, conditions, terms or stipulations contained in the Form of Tenancy Agreement or in Other Agreements, the FSI may apply such deposit towards remedying such breach (in so far as this may be possible) without prejudice to any other claim or remedy that the FSI may have against the successful bidder by reason of the breach and shall only pay the balance (if any) of the said deposit to the successful bidder.

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報價公告

報價邀請書

香港新界大嶼山香港國際機場南環路 18 號
政府飛行服務隊總部地下部分地方的政府食堂租用權

(報價編號：GPA N22641)

現按本報價公告及夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，邀請就位於香港新界大嶼山香港國際機場南環路 18 號政府飛行服務隊總部地下部分地方的政府食堂(下稱「該處所」)租用權提交報價書。租期為三(3)年，並可按租約大綱附表 3 特別條件第(23)條訂明的規定續租三年。該處所只可用作經營食堂，整體樓面面積約 262 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA N22641)內以粉紅色標示，以資識別。

2. 財政司司長法團(根據及憑藉中華人民共和國香港特別行政區法例《財政司司長法團條例》(第 1015 章)成立的單一法團)不一定接納出價最高的報價書或任何一份報價書。財政司司長法團保留權利，可與任何競投人商議批出租約的條款及條件。財政司司長法團在審核任何一份報價書及決定是否批出報價書時，會考慮競投人過往或現時作為中華人民共和國香港特別行政區政府(下稱「政府」)或財政司司長法團物業承租人的表現。財政司司長法團就是否批出報價書所作的決定屬最終決定。

3. 競投人**必須**在夾附的報價表格內述明為承投該處所的租用權而建議向財政司司長法團繳付的**固定**月租(不包括差餉、管理費、費用及任何其他支出)。**不符合本段所載規定的報價書，財政司司長法團一概不予考慮。**

4. 報價書應：

(a) 採用夾附的報價表格填寫；以及

(b) 放入信封內封密，信封面書明**「政府產業署拆閱報價書委員會主席收」**，並清楚註明**「就香港新界大嶼山香港國際機場南環路 18 號政府飛行服務隊總部地下部分地方的政府食堂租用權提交報價書(報價編號：GPA N22641)」**。

5. (a) 報價書**必須**在**二零二六年三月六日**正午十二時前，放入**香港九龍油麻地海庭道 11 號西九龍政府合署南座地下大堂的政府產業署報價書收集箱(下稱「指定報價書收集箱」)**內。如在**二零二六年三月六日**上午九時至正午十二時期間內的任何時間，八號或以上熱帶氣旋警告信號、黑色暴雨警告信號或政府公布的「極端情況」生效，截止報價時間將延至八號熱帶氣旋警告信號、黑色暴雨警告信號或政府公布的「極端情況」停止生效後的首個工作天正午十二時。如延遲後的截止報價日期為星期六，截止報價時間將延至下一個工作天正午十二時。如在二零二六年三月六日上午九時至正午十二時期間內的任何時間，前往指定報價書收集箱所在地點的公眾通道受阻，政府產業署會宣布推遲截止報價時間，直至另行通知。當通道重開後，政府產業署會在切實可行範圍內盡快公布已推遲的截止報價時間。上述公布事項會於產業署物業網網站發出(https://www.gpaproperty.gov.hk/tc/index.html)。**不符合本段(第 5(a)段)所載規定的報價書，財政司司長法團一概不予考慮。**

(b) 逾期遞交及未有投入指定報價書收集箱的報價書概不受理。

(c) 除在報價表格所顯示空位上填寫所需的資料和細節外，不得在本報價公告、報價表格或租約大綱中加插、刪除或改動任何條款或條件。如報價書就本報價公告、報價表格或租約大綱所載的任何條款或條件有所加插、刪除或改動，財政司司長法團有可能不考慮或評審任何不符合本段(第 5(c)段)所載規定的報價書。

6. 所有競投人須在截止報價前遞交全部所需資料及文件，包括但不限於本報價公告第 10 段所指的文件。財政司司長法團有可能不考慮

或評審任何不符合本報價公告內全部條款及規定的報價書。財政司司長法團保留權利，可在截止報價後要求競投人就所需的資料及文件作補充說明，並要求競投人在指定期間內向財政司司長法團遞交該等資料及文件。如沒有遞交所需的資料及文件，報價書會按已收到的資料及文件評審。

7. 競投人必須隨報價書付上面額相等於**一個月建議租金**的港幣**銀行本票或支票**，支付予**「香港特別行政區政府」**，並由根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行發出。如遞交支票，**須經付款銀行核證為有效**，保證直到二零二六年七月五日可獲兌現。政府對報價書作出決定前，所有銀行本票或支票均不會兌現。成功競投人必須按租約大綱第(4)(b)(i)條規定，繳付**以港幣計算相等於三個月建議租金或港幣五萬元正(HK$50,000.00)(以款額較大者為準)的保證金**。如報價書獲接納，隨報價書付上的銀行本票或支票會視作按規定**繳付部分保證金**。所有其他銀行本票及支票則會按報價書所載地址退回落選的競投人。財政司司長法團保留權利，可要求競投人就所遞交的銀行本票或支票作補充說明。如須就所遞交的銀行本票或支票作補充說明，競投人必須在要求補充說明的信件指明的日期前回覆；如該信件沒有指明日期，則須在該信件發出日期起計一個星期內回覆。在上述訂明時間內，如競投人沒有回覆要求補充說明的信件或依循該信件遞交符合本段(第 7 段)規定的銀行本票或支票，**則財政司司長法團不會進一步考慮競投人提交的報價書**。

8. 競投人必須把該處所自用和經營業務，其報價書才會獲接納。競投人亦不得轉讓、分租、轉租或放棄管有該處所或其中任何部分或任何權益。

9. (a) 競投人如以附屬公司身分遞交報價書，須清楚註明其控權公司的名稱及通訊地址、聯絡人姓名、電話號碼、傳真號碼及電郵地址。

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

(c) 競投人如為一名自然人，報價書**必須**以該人獨資經營商號或業務的名義填寫。競投人如為多名自然人，則報價書**必須**以他們合夥經營商號或業務的名義填寫。**不符合本段(第 9(c)段)所載規定的報價書，財政司司長法團一概不予考慮**。

(d) 報價書批出後，財政司司長法團及政府可應公眾 / 傳媒的查詢，披露成功競投人及其控權公司(如有)的身分。財政司司長法團及政府保留公布報價結果的權利，而無須事先獲得成功競投人或其控權公司(如有)同意。

10. (a) 競投人如按上文第 9(c)段的規定遞交報價書，須附上有效商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。

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

11. 如報價書獲接納，成功競投人即成為承租人。成功競投人將獲發信通知，通知信會按其報價表格所載地址以郵遞或專人派遞方式送交成功競投人。成功競投人須在財政司司長法團發出通知後七日內簽署租約及夾附的圖則，或成功競投人如屬法團，以法團印章並根據成功競投人成立為法團所在地方的法律或另按適用的法律(須令政府產業署滿意)妥為簽立租約及夾附的圖則，並向財政司司長法團繳付根據租約及夾附的圖則應付的**保證金餘數、首月租金及管理費**。如獲選的報價書由代理人代主事人遞交，主事人須親身簽署或簽立租約及夾附的圖則。如獲選的報價書由合夥公司遞交，或由他人代合夥公司遞交，則租約及夾附的圖則須由每名合夥人簽署或簽立。如成功競投人未有在上述限期內簽署或簽立租約及夾附的圖則，或未有在上述限期

內向財政司司長法團繳付**保證金餘數、首月租金及管理費**，則財政司司長法團可辦理或取消報價書。取消報價書後，隨相關獲選報價書付上作為**繳付部分保證金**的款項，將會全數充公，作為協定賠償金而不是作為罰款，但此舉不影響財政司司長法團就違約而提起損害賠償訴訟的權利。同時，財政司司長法團有權把該處所的租用權批予他人，或邀請報價，或在其認為適當的時候，以其認為適當的方式處置該處所。

12. 在成功競投人妥為簽署或簽立租約及夾附的圖則，並繳付前述規定的**保證金餘數、首月租金及管理費**後，該處所的管有權將於簽署或簽立租約及夾附的圖則當日起計三個曆月內給予成功競投人。政府產業署總產業經理會發信通知成功競投人給予管有權的日期及租約生效日期。

13. 所有報價書由截止報價日期起至二零二六年七月五日持續有效。在上述有效期屆滿前，報價書對競投人具有約束力，並可能隨時獲財政司司長法團接納。財政司司長法團會考慮並評審所有符合本報價公告內全部條款及規定的報價書。

14. (a) 報價書批出前，競投人、其董事、僱員及代理人不得向政府產業署以外的任何人傳達建議租金的款額、與任何其他人訂立安排調整建議租金的款額、與任何其他人就他本人或該其他人應否報價訂立任何安排，或在報價過程中以任何方式與任何其他人串通。如競投人違反或未有遵守本段規定，或違反其在報價表格第 7 段作出的保證，在不影響競投人因該項違反或未有遵守規定而負上法律責任的原則下，政府產業署可把其報價書作廢而不支付任何補償。此外，競投人亦須承擔因報價書作廢所引致或附帶引起的一切開支，包括但不限於政府產業署是次報價工作及日後進行任何報價工作的費用和開支。

(b) 本報價公告第 14(a)段不適用於競投人為索取保險報價以計算建議租金而向其承保人或保險經紀發出受嚴格保密的通訊，以及為獲得其顧問或分判商協助擬備報價書而向他們發出受嚴格保密的通訊。

15. 競投人、其董事、僱員及代理人不得向政府產業署任何僱員提供任何利益(如《防止賄賂條例》(第201章)所界定),作為該僱員在報價工作中給予協助或運用影響力,或曾經給予協助或運用影響力的誘因或報酬,或由於該僱員在報價工作中給予協助或運用影響力,或曾經給予協助或運用影響力而向他提供任何利益(如《防止賄賂條例》(第201章)所界定)。如競投人在關乎報價工作的事宜上觸犯該條例所訂的任何罪行,政府產業署可把其報價書作廢而不支付任何補償。此外,競投人亦須承擔因報價書作廢所引致或附帶引起的一切開支,包括但不限於政府產業署是次報價工作及日後進行任何報價工作的費用和開支。

16. 競投人須留意本報價公告附表所訂明的附加條款及條件(如有)。

17. 成功競投人須按該處所在給予該處所管有權當日的情況及狀況接收該處所。所有競投人請於遞交報價書之前,自費視察及勘測該處所,以確定該處所的實際狀況、情況或安全程度。競投人如欲實地視察該處所,須在二零二六年二月二十五日或之前與本報價公告第20段所提述的人員聯絡,以作安排。

18. 報價結果將於二零二六年七月五日或之前公布。競投人如在該日仍未收到財政司司長法團通知,說明其報價書已獲接納,則可視其報價已經落選。

19. (a) 競投人除須提供其姓名/名稱及地址外,亦須提供其電話號碼、傳真號碼、電郵地址及商業登記號碼;競投人如屬獨資經營人/合夥人,亦須提供個別獨資經營人/合夥人的身分證明文件號碼;競投人如屬法團,則亦須提供其公司編號。如競投人未能提供上述資料,財政司司長法團可能無法考慮其報價書;

(b) 政府產業署收集上述資料,旨在供財政司司長法團用於考慮本報價書,並可供財政司司長法團及政府產業署作該用途,或轉交其他政府部門作該用途。此外,上述資料亦可在任何時間供財政司司長法團及政府用於考慮其他報價

書，並可供政府產業署作該用途，或轉交其他政府部門作該用途；以及

(c) 根據《個人資料(私隱)條例》(第 486 章)，個人有權要求查閱及改正其在報價表格內填報的個人資料。請按本報價公告第 20 段所載的地址，向政府產業署的個人資料(私隱)主任提出該等要求。

20. 如對是次報價有任何查詢，請聯絡：

香港九龍
油麻地海庭道 11 號
西九龍政府合署南座 9 樓
政府產業署
(經辦人：張仲鈞先生
電話號碼：3842 6775 及傳真號碼：2877 8993)

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

22. (a) 即使本報價公告有任何相反條文，財政司司長法團保留權利，在本報價公告第 5(a)段所述的截止報價時間後至報價書獲接納前，可隨時基於為公眾利益而不接納任何已提交的報價書或批出報價書，或基於截止報價時間後相關規定或情況因運作或任何原因有變，取消本報價公告的報價工作。財政司司長法團就取消本報價公告報價工作所作的決定屬最終決定及不可推翻，並對競投人具有約束力。競投人無權因是次報價工作取消所引致或附帶引起的情況，向財政司司長法團申索任何形式的補償。

(b) 財政司司長法團有權在本報價公告的報價工作取消後就該處所重新安排報價工作。

23. (a) 本報價公告須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋。

(b) 報價書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，報價書連同接納書構成成功競投人與財政司司長法團之間具有約束力的協議。上述具有約束力的協議須受香港法律規管，並按照香港法律詮釋。

(c) (i) 即使本報價公告有任何相反條文，就凡因本報價公告或上述具有約束力的協議產生或與本報價公告或上述具有約束力的協議有關的任何爭議或歧見，競投人及財政司司長法團均應先行提交調解，並按當時適用的《香港特別行政區政府調解規則》調解。

(ii) 如有關爭議或歧見不能按上文第 23(c)(i)段透過調解得到解決，競投人或財政司司長法團可就有關爭議或歧見向法院提起訴訟。競投人及財政司司長法團同意有關爭議或歧見將受香港法院的專屬司法管轄權管轄。

24. 即使報價公告有任何相反條文，財政司司長法團保留權利，基於下述情況取消競投人的資格：競投人或其主事人(如有)已經或正在、或有理由相信已經或正在作出任何行為或活動，有可能引致或構成危害國家安全的罪行或其他罪行；或為國家安全起見或為保障香港的公眾利益、社會道德、公共秩序或公眾安全，有需要取消競投人的資格。為免生疑問，本段「作出」一詞包括但不限於協助、教唆、慫使或促致。財政司司長法團就取消競投人資格所作的決定屬最終決定及不可推翻，並對競投人具有約束力。

25. 此為本報價公告及報價表格的中文譯本。如對本報價公告及報價表格的詮釋有任何疑問或爭議，當以英文本所表達的財政司司長法團原意為準。

附表

1. 成功競投人必須按照租約大綱附表 3 特別條件第(4)條的規定，在該處所提供租約大綱附表 4 開列的所有個別食品和飲品(不包括含酒精飲品及塑膠樽裝飲用水)，以及食品和飲品(不包括含酒精飲品及塑膠樽裝飲用水)套餐。食品和飲品(不包括含酒精飲品及塑膠樽裝飲用水)的價格須按照租約大綱附表 4 所指明者收取，並須受租約大綱附表 3 特別條件第(9)條所指明的限制規限。競投人請注意，根據租約大綱附表 3 特別條件第(5)條，承租人可視乎市場需求，並在事先獲得財政司司長法團書面批准下，自行加入上述租約大綱附表 4 沒有指明的任何額外食品或飲品(不包括含酒精飲品及塑膠樽裝飲用水)。這些獲財政司司長法團批准的額外食品或飲品(不包括含酒精飲品及塑膠樽裝飲用水)不會受價格管制或租約大綱附表 3 特別條件第(9)條所指明的限制規限。為免生疑問，除非獲得財政司司長法團以書面明確批准，並符合財政司司長法團施加的條件，否則不得在該處所的自動售賣機(如有)售賣任何塑膠樽裝飲用水。

2. 該處所的管理費現時定為每曆月港幣 6,104.60 元。財政司司長法團可根據租約大綱第(2)(h)條不時修訂有關費用。

3. 競投人請注意：

(a) 在符合附表 3 特別條件第 5(b)條的規定下，該處所須用作經營食堂，為在政府飛行服務隊總部(下稱「該大樓」)工作的政府飛行服務隊僱員及其他獲政府飛行服務隊總監授權的人士供應膳食、小食、飲品(不包括含酒精飲品及塑膠樽裝飲用水)及其他食品；

(b) 成功競投人在租期內獲豁免繳付其使用及佔用該處所的電費、空調費、水費、工商業污水附加費及氣體燃料費；

(c) 如承租人、其僱員或代理人在與促致租約有關的事宜上，被裁定觸犯《防止賄賂條例》(第 201 章)或任何據以訂立的附屬法例所訂的罪行，或任何性質相近的法例所訂的罪行，財政司司長法團絕對有權根據租約大綱第(4)(m)條終止租約；

(d) 財政司司長法團不保證成功競投人在租約大綱所訂整段租期內享有在該大樓內獨家經營食堂業務的權利，亦沒有責任或法律責任就這方面所涉及的任何損失或虧損向成功競投人作出賠償；

(e) 成功競投人不得把含酒精飲品帶進該處所或其任何部分，或在該處所或其任何部分存放、貯存或售賣含酒精飲品，亦不得允許或容受他人把含酒精飲品帶進該處所或其任何部分，或在該處所或其任何部分存放、貯存或售賣含酒精飲品；

(f) 成功競投人不得聘用非法勞工。如成功競投人違反此項規定，財政司司長法團有權藉給予承租人三個曆月書面通知終止租約，而無須退還已繳付的租金、管理費或其他費用或其中任何部分，亦無須向成功競投人支付任何補償；

(g) 成功競投人所僱用以在該處所工作的所有僱員，必須事先獲得政府飛行服務隊總監書面批准；

(h) 根據租約大綱第 2(bbb)條，成功競投人須促致該處所的食堂在租約大綱所訂整段租期內為及一直為衞生署「星級有營食肆」運動(下稱「該運動」)的「有營食肆」。如該處所的食堂在租約大綱所訂租期生效當日仍未成為該運動的「有營食肆」，成功競投人須促致該處所的食堂在租約大綱所訂租期生效日期後六個月內成為「有營食肆」，並在租約大綱所訂租期屆滿前一直為該運動的「有營食肆」；

(i) 成功競投人須遵守租約大綱附表 3 特別條件第(19)條訂明的規定，避免使用即棄餐具；以及

(j) 根據租約大綱附表 3 特別條件第(23)條，成功競投人如有意由租約大綱所訂租期屆滿當日起，以租約大綱所載的相同月租並按其所載的相同條款及條件(上述特別條件第(23)條除外)就該處所續租三年，須在租約大綱所訂租期屆滿前不少於九個曆月以書面通知財政司司長法團其意願。成功競投人妥為向財政司司長法團給予上述通知後，財政司司長法團可向成功競投人發出續租信，續租信的格式及所載條款和條件

由財政司司長法團訂定，包括以下續租條件：成功競投人須在租約大綱所訂租期屆滿前一直妥為遵從及履行租約大綱所載成功競投人須遵從或履行的所有條款及條件，並在各方面令財政司司長法團滿意(財政司司長法團就此所作的決定屬最終決定及不可推翻，並對成功競投人具有約束力)，方可獲續租。如發出續租信，成功競投人須在財政司司長法團指明的期間內接受和簽署；如續租信的規定得到遵從，續租信由成功競投人接受和簽署後，即構成具有約束力的續租協議。

4. 租約大綱第(4)(b)(i)條載有條款及條件，規管成功競投人的保證金存放於財政司司長法團及在租約大綱所訂租約期滿或提早終止時退還上述保證金的事宜。具體而言，根據租約大綱第(4)(b)(ii)條，成功競投人繳付的保證金會存放於財政司司長法團，以保證租約大綱訂明的月租、差餉、管理費、稅項、評稅、污水處理服務費、關稅、費用及其他支出獲如期繳付，並保證財政司司長法團已經或將會就任何處所向成功競投人批給任何其他租約或任何租契或牌照的任何其他協議(下稱「其他協議」)訂明的應繳牌照費、租金、差餉、電費、管理費、稅項、評稅、關稅、費用及其他支出(以下統稱「款項」)獲如期繳付，以及保證成功競投人就租約大綱及其他協議保留和載有的各項條文、條件、條款及規定，全部及個別妥為履行和遵守。在租約大綱所訂租約期滿或提早終止時，如有欠繳租約大綱所載的任何月租或差餉、管理費、稅項、評稅、污水處理服務費、關稅、費用及其他支出及其任何應繳利息，以及/或欠繳其他協議訂明的任何應繳款項及其任何應繳利息，財政司司長法團可把保證金用作繳付該等欠款，或如有任何違反租約大綱或其他協議所載條文、條件、條款或規定的情況，財政司司長法團可把保證金用作補救違反的情況(在可能範圍內)，但此舉並不影響財政司司長法團可能就有關違反事項向成功競投人提出任何其他申索或補償，財政司司長法團亦只須向成功競投人支付上述保證金的餘額(如有)。

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FORM OF QUOTATION

QUOTATION FOR A TENANCY OF THE GOVERNMENT CANTEEN ON PORTION OF THE GROUND FLOOR, GOVERNMENT FLYING SERVICE HEADQUARTERS, NO. 18 SOUTH PERIMETER ROAD, HONG KONG INTERNATIONAL AIRPORT, LANTAU ISLAND, NEW TERRITORIES, HONG KONG

(Quotation Reference No.: GPA N22641)

Quotation for a tenancy of the Government canteen situate on Portion of the Ground Floor, Government Flying Service Headquarters, No.18 South Perimeter Road, Hong Kong International Airport, Lantau Island, New Territories, Hong Kong comprising a total floor area of 262 square metres or thereabouts (hereinafter referred to as "the Premises") as shown for identification purpose only coloured pink on the plan (Plan No. GPA N22641) annexed to the form of Tenancy Agreement annexed to the Quotation Notice in respect of the Premises (hereinafter referred to as "the Form of Tenancy Agreement") on such terms and conditions as set out in the said Quotation Notice and the Form of Tenancy Agreement and at the fixed monthly rental specified below.

To : The Chairman,
Quotation Opening Committee,
Government Property Agency,
9/F, South Tower,
West Kowloon Government Offices,
No. 11 Hoi Ting Road,
Yau Ma Tei, Kowloon,
Hong Kong

I / We, _____
(name of bidder)

of _____
(address of bidder)

having read the said Quotation Notice and the Form of Tenancy Agreement and examined the plan (Plan No. GPA N22641) annexed to the Form of Tenancy Agreement, hereby offer to rent the Premises from The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015) of the Laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "the FSI") at a **FIXED** monthly rental of Hong Kong Dollars_____only (HK$_____) (exclusive of rates, management fees, charges and any other outgoings whatsoever) for a term of three (3) years commencing on such date to be specified by the Chief Property Manager, Government Property Agency subject to the provisions for renewal for a further term of three years as stipulated in Special Condition No. (23) of the Third Schedule to the Form of Tenancy Agreement and on such terms and conditions as set out in the said Quotation Notice and the Form of Tenancy

Agreement.

2. If this quotation is accepted, then until the Tenancy Agreement and the plan annexed thereto are duly signed or executed, this quotation together with the written acceptance thereof shall constitute a binding agreement between me / us and the FSI. I / We agree that the said binding agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong"), and I / we agree, notwithstanding anything to the contrary herein, I / we and the FSI shall first refer any dispute or difference arising out of or in connection with this Quotation Notice, the Form of Tenancy Agreement or the said binding agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time; and if the said dispute or difference is not settled by mediation, I / we or the FSI may institute litigation in respect of the said dispute or difference. I / We and the FSI agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

3. A **CASHIER'S ORDER** for Hong Kong Dollars _____only (HK$_____), which is equivalent to one month's rent offered as mentioned in Paragraph 7 of the said Quotation Notice, issued by a bank (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to **"The Government of the Hong Kong Special Administrative Region"** is forwarded herewith as part payment of the security deposit if my / our quotation is accepted. / A **CHEQUE** for Hong Kong Dollars _____only (HK$_____), which is equivalent to one month's rent offered as mentioned in Paragraph 7 of the said Quotation Notice, **certified good for payment** up to the 5th day of July 2026 by the bank on which it is drawn (being a bank duly licensed under Section 16 of the Banking Ordinance (Cap. 155)) made payable to **"The Government of the Hong Kong Special Administrative Region"** is forwarded herewith as part payment of the security deposit if my / our quotation is accepted.

4. I / We understand that the FSI reserves the right to negotiate with any bidder about the terms and conditions of the offer pursuant to Paragraph 2 of the said Quotation Notice and the use of the Premises is restricted to the purposes as set out in the First Schedule to the Form of Tenancy Agreement.

5. (a) I / We understand that the FSI and the Government of Hong Kong (hereinafter referred to as "the Government") reserve the right to disclose the identity of the successful bidder and its holding company (if any) and to announce the quotation results in accordance with Paragraph 9(d) of the said Quotation Notice.

(b) I / We consent that the FSI and its officers may use the data collected pursuant to Paragraph 19(a) of the said Quotation Notice together with any information of my / our

performance or breach of any terms and conditions of the tenancy of any Government sites or premises, whether past, current or future, for consideration of this quotation by the FSI, and the Government Property Agency may use the data and information for such purpose and may transfer the data and information to other Government departments to be used for such purpose; and that the data and information may also be used for consideration of other quotations by the FSI and the Government at any time, and that the data and information may be used by the Government Property Agency for such purpose and may be transferred to other Government departments to be used for such purpose.

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

6. I / We agree to keep my / our offer open for acceptance by the FSI until the 5th day of July 2026 and to be bound by the terms and conditions of the said Quotation Notice.

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

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

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

(i) communicate to any person other than the Government

Property Agency the amount of rent offered;

(ii) adjust the amount of rent offered by arrangement with any person;

(iii) make any arrangement with any person about whether or not I / we or that other person should or should not offer; or

(iv) otherwise collude with any person in any manner whatsoever.

(c) The expression "Excepted Communications" means my / our directors', employees' and agents' communications in strict confidence with:

(i) my / our own insurers or brokers to obtain an insurance quotation for computation of the rent offered; and

(ii) my / our consultants or sub-contractors to solicit their assistance in preparation of quotation submission.

Dated the _____ day of _____ 2026.

In case of sole proprietorship or partnership, the sole proprietor or all partners must sign:

Name(s) of sole proprietor / partners	Signature

OR In case of corporate body:

Name of bidder (in block letters): _____

_____

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

_____

Signed by the abovementioned authorized officer(s) for and on behalf of the bidder:

_____

(with company chop)

Information of bidder

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

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

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

Sole proprietor / all partners:

1.

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

2.

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

3.

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

4.

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

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

Name of firm / business: _____

Address of firm / business: _____

_____

Business Registration Number: _____

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

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

Company Number: _____

Registered Office of bidder: _____

_____

Business Registration Number: _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Email Address: _____

Name of holding company (if applicable): _____

Address of holding company (in block letters): _____

Name of contact person (in block letters): _____

Telephone No.: _____ Facsimile No.: _____

Email Address: _____

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

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

Name of principal: _____

Address of principal (in block letters): _____

Name of contact person (in block letters): _____

Email Address: _____

Provision of Personal Data

The personal data collected by means of this Form of Quotation will be used and may be disclosed to other Government departments as set out in Paragraph 19 of the said Quotation Notice and Paragraph 5 of this Form of Quotation. Individuals who wish to access to or correct his personal data in this Form of Quotation pursuant to the Personal Data (Privacy) Ordinance (Cap. 486) are requested to contact the Personal Data (Privacy) Officer of the Government Property Agency at the address referred to in Paragraph 20 of the said Quotation Notice.

- End of the Form of Quotation -

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報價表格

報價承投香港新界大嶼山香港國際機場南環路 18 號政府飛行服務隊總部地下部分地方的政府食堂租用權

(報價編號：GPA N22641)

現按照前述的報價公告及其夾附租約大綱(下稱「租約大綱」)所臚列的條款及條件，並以下文指明的固定月租，就位於香港新界大嶼山香港國際機場南環路 18 號政府飛行服務隊總部地下部分地方的政府食堂(下稱「該處所」)租用權遞交報價書。該處所的整體樓面面積約 262 平方米，位置於租約大綱夾附的圖則(圖則編號：GPA N22641)內以粉紅色標示，以資識別。

致：香港九龍
油麻地海庭道 11 號
西九龍政府合署南座 9 樓
政府產業署
拆閱報價書委員會主席

本人 / 我們 _____
(競投人姓名或名稱)

地址為 _____
(競投人地址)

經細讀前述的報價公告及租約大綱，並審閱租約大綱夾附的圖則(圖則編號：GPA N22641)，現建議按照該報價公告及租約大綱所臚列的條款及條件，以**固定**月租港幣 _____元正(HK$_____)(不包括差餉、管理費、費用及任何其他支出)，向財政司司長法團(根據及憑藉中華人民共和國香港特別行政區法例《財政司司長法團條例》(第 1015 章)成立的單一法團)承租該處所。租期為三(3)年，由政府產業署總產業經理指定的日期起生效，並可按租約大綱附表 3 特別條件第(23)條訂明的規定續租三年。

2. 本報價書如獲接納，在妥為簽署或簽立租約及夾附的圖則之前，本報價書連同接納書構成本人 / 我們與財政司司長法團之間具有約束力的協議。本人 / 我們同意，上述具有約束力的協議須受中華人民共和國香港特別行政區(下稱「香港」)的法律規管，並按照香港法律詮釋。本人 / 我們同意即使本報價公告有任何相反條文，就凡因本報價公告、租約大綱或上述具有約束力的協議產生或與本報價公告、租約大綱或上述具有約束力的協議有關的任何爭議或歧見，本人 / 我們及財政司司長法團均應先行提交調解，並按當時適用的《香港特別行政區政府調解規則》調解；以及如有關爭議或歧見不能透過調解得到解決，本人 / 我們或財政司司長法團可就有關爭議或歧見向法院提起訴訟。本人 / 我們及財政司司長法團同意有關爭議或歧見將受香港法院的專屬司法管轄權管轄。

3. 現按前述報價公告第 7 段所述，附上港幣_____元正(HK$_____)(相等於一個月建議租金)的**銀行本票**，支付予**「香港特別行政區政府」**，付款銀行為根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行。本人 / 我們的報價書如獲接納，該筆款項將用以繳付部分保證金。/ 現按前述報價公告第 7 段所述，附上港幣_____元正(HK$_____)(相等於一個月建議租金)的**支票**，支付予**「香港特別行政區政府」**，經付款銀行(根據《銀行業條例》(第 155 章)第 16 條的規定獲妥為發牌的銀行)**核證為有效，保證**直到二零二六年七月五日**可獲兌現**。本人 / 我們的報價書如獲接納，該筆款項將用以繳付部分保證金。

4. 本人 / 我們明白，財政司司長法團保留權利，可按前述報價公告第 2 段所述，與任何競投人商議批出租約的條款及條件，以及該處所只限作租約大綱附表 1 所註明的用途。

5. (a) 本人 / 我們明白，財政司司長法團及香港政府(下稱「政府」)保留權利，可按前述報價公告第 9(d) 段所述，披露成功競投人及其控權公司(如有)的身分，並公布報價結果。

(b) 本人 / 我們同意，財政司司長法團及其人員可使用依據前述報價公告第 19(a) 段所收集的資料，以及有關本人 / 我們過往、現在或將來履行或違反任何政府土地或處所租約條款

及條件的資料，供財政司司長法團用於考慮本報價書；政府產業署可使用該等資料作該用途，並可轉交其他政府部門作該用途；本人/我們亦同意，該等資料可在任何時間供財政司司長法團及政府用於考慮其他報價書，並可供政府產業署作該用途，或轉交其他政府部門作該用途。

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

6. 本人/我們同意，直到二零二六年七月五日為止，財政司司長法團可隨時接納本人/我們的報價書；本人/我們並須受前述報價公告的條款及條件約束。

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

(i) 向任何人傳達建議租金的款額；

(ii) 與任何人訂立安排調整建議租金的款額；

(iii) 與任何人就本人/我們或該其他人應否報價訂立任何安排；或

(iv) 在其他方面以任何方式與任何人串通。

(b) 本人/我們保證，由本日至報價書批出期間的任何時間，除豁免通訊外，本人/我們和本人/我們的董事、僱員及代理人不會：

(i) 向政府產業署以外的任何人傳達建議租金的款額；

(ii) 與任何人訂立安排調整建議租金的款額；

(iii) 與任何人就本人 / 我們或該其他人應否報價訂立任何安排；或

(iv) 在其他方面以任何方式與任何人串通。

(c) 「豁免通訊」一詞指本人 / 我們的董事、僱員及代理人：

(i) 為索取保險報價以計算建議租金而向本人 / 我們的承保人或保險經紀發出受嚴格保密的通訊；以及

(ii) 為獲得本人 / 我們的顧問或分判商協助擬備報價書而向他們發出受嚴格保密的通訊。

日期：二零二六年____月____日

競投人如屬獨資經營或合夥，獨資經營人或全體合夥人必須於下表簽署：

獨資經營人 / 合夥人姓名	簽署

或 競投人如屬法團：

競投人姓名(請用正楷填寫)：_____

_____

(各)獲授權人姓名及其職位(請用正楷填寫)：

_____

為及代表競投人的上述(各)獲授權人簽署：

_____

(蓋上公司印章)

競投人資料

(競投人如屬獨資經營商號或業務的一名自然人，或合夥經營商號或業務的多名自然人，須填寫A部。競投人如屬法團，則須填寫B部。競投人如以代理人身分行事，除須填寫A部或B部(視屬何情況而定)外，亦須填寫C部。)

A部 (填寫本部前，請先閱讀以下附註。)

*競投人如屬獨資經營，本報價書必須以獨資經營人的名義填寫；如屬合夥，則須以全體合夥人的名義填寫。並非法團的商號或業務，須隨本報價表格付上**有效**商業登記證副本，以及由稅務局局長發出載有該商號或業務獨資經營人或全體合夥人(視屬何情況而定)姓名的商業登記冊內資料摘錄核證本。*

獨資經營人 / 全體合夥人：

1.

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

2.

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

3.

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

4.

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

在中華人民共和國香港特別行政區以下列名稱經營業務：

商號 / 業務名稱：_____

商號 / 業務地址：_____

_____

商業登記號碼：_____

B 部 (填寫本部前，請先閱讀以下附註。)

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

公司編號：_____

競投人註冊辦事處：_____

_____

商業登記號碼：_____

聯絡人姓名(請用正楷填寫)：_____

電話號碼：_____ 傳真號碼：_____

電郵地址：_____

控權公司名稱(如適用)：_____

控權公司地址(請用正楷填寫)：_____

聯絡人姓名(請用正楷填寫)：_____

電話號碼：_____ 傳真號碼：_____

電郵地址：_____

C 部 (填寫本部前，請先閱讀以下附註。)

競投人須隨本報價表格付上相關代理協議副本或由競投人的主事人發出的確認書副本，以證明競投人以代理人身分代表該主事人向財政司司長法團遞交報價書，以及處理附帶事宜。競投人必須在當局提出要求時，出示上述文件正本，以供查閱。此外，請參閱前述報價公告第9(b)段。

主事人姓名 / 名稱：_____

主事人地址(請用正楷填寫)：_____

聯絡人姓名(請用正楷填寫)：_____

電郵地址：_____

提供個人資料

藉本報價表格收集的個人資料，會按前述報價公告第 19 段及本報價表格第 5 段所述般使用，並可能向其他政府部門披露。如欲根據《個人資料(私隱)條例》(第 486 章)查閱或改正本報價表格內所填報的個人資料，請按前述報價公告第 20 段所載的地址，與政府產業署的個人資料(私隱)主任聯絡。

報價表格

- 完 -

這是空白頁

AN AGREEMENT made this day of Two Thousand and BETWEEN The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015) of the Laws of the Hong Kong Special Administrative Region of the People's Republic of China care of the Government Property Agency, 9th Floor, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon , Hong Kong (hereinafter referred to as "the Landlord") of the one part and

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

(A) The Premises as hereinafter referred to in this Agreement are held by the Landlord being part of the premises under a Sublease dated the 9th day of January 2004 registered in the Land Registry by Memorial No. IS328338 (hereinafter referred to as "the Sublease") on the terms and conditions thereof. A copy of the Sublease is annexed hereto as the Appendix.

(B) Consent to this Agreement has been obtained by the Landlord pursuant to Clause 3(6) of the Sublease.

WHEREBY IT IS AGREED AS FOLLOWS:

(1) THE LANDLORD HEREBY LETS AND THE TENANT HEREBY TAKES from the day of 20 ALL THOSE premises situate on portion of the Ground Floor, Government Flying Service Headquarters, No.18 South Perimeter Road, Hong Kong International Airport, Lantau Island, New Territories, Hong Kong (the said Government Flying Service Headquarters is hereinafter referred to as "the Building") having a total floor area of 262 square metres or thereabouts and shown for identification purpose only coloured pink on the plan (Plan No. GPA N22641) annexed hereto (which premises are hereinafter referred to as "the Premises") for the purposes as specified in the First Schedule hereto TOGETHER WITH the right in common with the Landlord and other tenants and occupiers of the Building to use all such entrance ways, stairways, lifts,

escalators, passageways and landings (if any) in the Building for the purpose of obtaining access to and egress from the Premises so far as may be necessary for the proper use and enjoyment of the Premises subject to the rights of the Landlord from time to time to restrict such use EXCEPTING AND RESERVING unto the Landlord and other tenants and occupiers of the Building the right in common with the Tenant to use all such entrance ways, stairways, lifts, escalators, passageways and landings (if any) forming part of the Premises as may be necessary for the purpose of obtaining access to and egress from the remainder of the Building TO HAVE AND TO HOLD the Premises unto the Tenant for the term as specified in the First Schedule hereto at the monthly rent as specified in the Second Schedule hereto (hereinafter referred to as "Monthly Rent") and on such terms and conditions as are hereinafter contained.

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

(a) To pay the Monthly Rent on the days and in the manner as specified in the Second Schedule hereto.

(b) Not to use or permit or suffer the use of the Premises or any part thereof for any purpose other than for the purposes as specified in the First Schedule hereto.

(c) (i) To observe and comply with all laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China (hereinafter referred to as "Hong Kong") in his use and occupation of the Premises.

(ii) Not to use or cause, permit or suffer the use of the Premises or any part thereof for gambling or for any illegal, improper or immoral purposes or for any purposes of whatsoever kind connected or associated in any way which affects the images of the Government of Hong Kong (hereinafter referred to as "the Government") and the decision and determination of the Landlord as to what constitutes gambling, illegal, improper or immoral purposes and what affects the images of the

Government shall be final, conclusive and binding on the Tenant.

(iii) Not to do anything, or cause, permit or suffer anything to be done, at any time in or upon the Premises or any part thereof which may be against the laws or regulations of Hong Kong or which in the opinion of the Landlord may be or become a nuisance or annoyance or injurious or dangerous to health or may cause danger, damage or inconvenience to the Landlord or to the other tenants, owners or occupiers of the Building or any adjoining or neighbouring lot, lots or premises.

(d) Not to use or permit or suffer to be used the Premises or any part thereof as sleeping quarters or as domestic premises within the meaning of any Ordinance for the time being in force or to allow any person to remain on the Premises overnight unless with the Landlord's prior permission in writing. Such permission shall only be given to enable the Tenant to post watchmen for the security of the Premises and the names of the watchmen shall first be registered with the Landlord prior to its giving such permission.

(e) To make such arrangements at the Tenant's own cost for the supply of electricity, gas, mains water and other utility services to the Premises as the Tenant shall require and, subject to Clause (4)(r) hereof, to pay all charges in connection therewith including the cost of installing and maintaining and, on termination of this Agreement, the cost of dismantling all pipes, conduits, wires, cables, meters, switches and any other necessary apparatus ancillary thereto PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of his failure to obtain any of such supply for any reason whatsoever.

(f) To make his own arrangements at the Tenant's own cost for the installation of telephones within the Premises and pay all monthly charges therefor, but any installation of telephone lines outside the

Premises shall be subject to the Landlord's prior written approval and in accordance with the Landlord's requirements PROVIDED THAT the Tenant shall have no claim whatsoever against the Landlord in the event of the Tenant's failure to obtain installation of the telephones for any reason whatsoever.

(g) To pay and discharge all existing and future rates, taxes, assessments, sewages service charges, duties, charges and any other outgoings whatsoever (Government rent excepted) which are now or during the term of tenancy hereby created shall be imposed, assessed or charged upon the Premises or part thereof or upon the Tenant in respect thereof.

(h) To pay to the Landlord the management fees in respect of the Premises in advance on the first day of each calendar month during the term of the tenancy hereby created in the sum of Hong Kong Dollars Six Thousand One Hundred and Four and Sixty Cents (HK$6,104.60) per calendar month or such sum as may from time to time be determined by the Landlord at its sole discretion. The first of such payments to be made upon the signing or execution of this Agreement.

(i) Without prejudice to Clause (2)(c)(i) hereof, to observe and comply with all Ordinances, regulations, bye-laws, rules and requirements of any Government department or other competent authority relating to the use and occupation of the Premises, or to any other act, deed, matter or thing done, permitted, suffered or omitted to be done therein or thereon by the Tenant or any employee, agent, contractor, invitee or licensee of the Tenant and without prejudice to the foregoing to obtain at the Tenant's own expense any licence, approval or permit required by any Government department or other competent authority in connection with the Tenant's use or occupation of the Premises prior to the commencement of his business thereon (hereinafter referred to as "the Business") and to maintain the same in force at the Tenant's own expense during the term of the tenancy hereby created and to indemnify and keep indemnified the Landlord from and against all actions, costs, claims, demands, losses, damages whatsoever arising

out of or in connection with the non-observance of and non-compliance with this provision.

(j) (i) Not to permit or allow any food or food containers to be brought onto or removed from the Premises nor to load or unload goods except by way of service entrances, service exits and service lift(s), if any, or otherwise as may be directed by the Landlord from time to time and at such times as the Landlord shall direct; and

(ii) Not to interrupt the operation of the said service lift(s), if any, other than the normal use thereof and to be responsible for any damage caused to or cleaning rendered necessary for the said service lift(s) arising from the Tenant's use or misuse of the said service lift(s).

(k) Not to permit any touting or soliciting for business or the distributing of any pamphlet, notice or advertising material outside the Premises or anywhere within the Building by any of the Tenant's employees, agents or licensees.

(l) (i) To fit out the interior of the Premises at the Tenant's own expense in accordance with such plans and specifications including perspective drawings, detailed drawings and electrical schematic drawings and such drawings showing the existing air-conditioning (if any), ventilation system and ductwork (if any), electrical and fire services installation, kitchen ventilation and exhaust system and ductwork and gas and cooking equipment that will be affected or require modification as shall have been first submitted by the authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) of the Tenant to and approved in writing by the Landlord prior to the commencement of any fitting-out works to the Premises in a good, proper and workmanlike fashion using good quality

materials and in all respects in a style appropriate to a Government canteen and any modification to the existing air-conditioning (if any), ventilation system and ductwork (if any), electrical and fire services installation, kitchen ventilation and exhaust system and ductwork and gas and cooking equipment shall be carried out by Government approved contractors and the said authorized person of the Tenant shall co-ordinate and supervise the whole fitting-out works from plan submission to completion of works;

(ii) Notwithstanding the aforesaid, to fit out the Premises in accordance with the following requirements as the minimum standard:

Floor	:	Original floor to be retained.
Walls	:	Washable vinyl wall paper or washable textured paint or laminate faced paneling or any combinations of these materials may be used.
Ceilings	:	Original suspended ceiling with light fittings and services to be retained.
Doors	:	Original doors to be retained.
Windows	:	Original windows wall to be retained.
Dining Tables and Dining Chairs	:	To match overall interior design concept and colour scheme.
Ancillary Furniture	:	Laminate and/or timber veneer or both facing to match interior design concept and overall colour scheme.
Artwork	:	To suit overall interior design concept and colour scheme;

(iii) Without limitation to the generality of Clause (2)(l)(i) hereof, to provide, install and maintain in good repair and condition at the Tenant's own expense all fixtures, movable furniture, furnishings and equipment including but not limited to counters, stands, roller shutters, lighting (including electric

lamp and fluorescent tube replacements), tiles, floor mats, protective floor coverings and security fittings as the Landlord shall deem necessary for the efficient carrying on of the Business. The type and colour of all fixtures and moveable furniture and equipment provided by the Tenant shall be in a style and design compatible with the interior surroundings of the Premises and shall be subject to the Landlord's prior approval; and

(iv) To provide at the Tenant's own expense adequate catering equipment (including dining tables, chairs and tableware).

(m) (i) To keep and maintain at the Tenant's own expense all fixtures, fittings, equipment or furniture as set out in the Fifth Schedule hereto (hereinafter collectively referred to as "the Government Equipment") made available to the Tenant by the Landlord for use in the Premises in good repair and condition; and

(ii) To be responsible for the repair of the Government Equipment by bearing the Landlord's cost of repair which the Landlord may at its absolute discretion carry out in respect of the Government Equipment, repairs necessitated by fair wear and tear excepted. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant.

(n) Subject to Clause (2)(l) hereof, not to make any alteration or addition (whether structural or otherwise) to the Premises without the prior written consent of the Landlord.

(o) Not to modify, remove or replace the Government Equipment or any part thereof without the prior written consent of the Landlord.

(p) To install at the Tenant's own cost a business sign, if so desired, at the entrance to the Premises the size, design and materials of which shall

be subject to the prior written approval of the Landlord.

(q) Save as provided in Clause (2)(p) hereof, not to exhibit within the Premises or on the Building or any part thereof including the external walls of the Premises and the Building any signs, placards, posters, notices or advertisements whatsoever.

(r) To take all necessary precautions to protect the Premises from damage by flood, termites, leakage of pipes or drains, water, water leakage, gas leakage, electricity short-circuiting, rats, insects, fire, storm, typhoon, landslip or the like.

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

(t) To pay on demand to the Landlord the costs incurred by the Landlord in cleansing and clearing any of the drains choked or blocked by improper or careless use thereof by the Tenant or his employees, contractors, agents, occupiers, invitees or licensees.

(u) To permit the Landlord, its agents or servants and all persons authorized by the Landlord with or without workmen or others and with or without appliances at all reasonable times to enter upon the Premises to view the condition and state of repair thereof and upon prior notice to the Tenant to take inventories of the fixtures, fittings, furniture and equipment therein and to carry out any work or repair as may be required to be done to the Premises or to the adjoining premises belonging to the Landlord PROVIDED THAT in the event of an emergency, the Landlord, its servants or agents and all persons authorized by the Landlord may enter the Premises without notice and forcibly, if necessary, without being liable to the Tenant for any

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

(v) To use and operate the Business on the Premises for the purpose as specified in the First Schedule hereto in all respects to the satisfaction of the Landlord.

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

(x) Not to store or permit or suffer to be stored in or upon the Premises any dangerous goods as defined in Section 2 of the Dangerous Goods Ordinance (Cap. 295), any regulations made thereunder and any amending legislation.

(y) Not to place or leave or suffer or permit to be placed or left by any contractor, employee, agent, occupier, invitee or licensee of the Tenant

any boxes, furniture, articles or rubbish in the entrance or any of the staircases, passages, lift lobbies or landings of the Building used in common with the Landlord, other tenants or occupiers of the Building or otherwise encumber the same.

(z) To make all necessary arrangements at the Tenant's own costs to prevent the emission of hot air or unpleasant smell from the Premises arising directly or indirectly out of or in connection with the use or occupation of the Premises by the Tenant.

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

(ii) all liabilities on the part of the Landlord under the Occupiers Liability Ordinance (Cap. 314);

(bb) (i) At the Tenant's own expense to insure and keep insured at all times during the term of the tenancy hereby created the Premises and all fixtures and fittings therein with insurers previously approved by the Landlord in writing in the name of the Tenant with the interest of the Landlord noted on the policy and with the policy containing such provisions for the protection of the Landlord as the Landlord may reasonably

require to avoid the interests of the Landlord being prejudiced by any act, neglect, or default of the Tenant, or of any other occupier, or any employee, contractor, agent, licensee or invitee of the Tenant, against loss or damage or costs (including but not limited to any legal expenses that may be incurred by the Landlord or that may be awarded against the Landlord or the Landlord agrees to pay) or anything that the Landlord may be obliged to do arising directly or indirectly out of or in connection with the occupation or use of the Premises by the Tenant, including but not limited to damage or loss by fire, civil commotion, explosion, earthquake, subsidence, landslip, heave, collision by aircraft or parts of aircraft, articles dropped therefrom, flood, storm, lightning, burst pipes, power supply failure, damage due to any malfunction of any sprinkler system or due to any break, rupture, or any leakage in any sprinkler system, theft, malicious damage, costs of removal of graffiti, impact, and such other risks and contingencies as the Landlord may from time to time require to the full replacement value or reinstatement cost from time to time including architects', surveyors', engineers' and any other professional fees, including demolition charges (if any) with full provision for estimated inflation and loss of rent throughout the term of the tenancy hereby created, and, for sufficient cover against the death of or personal injury to or illness or disease contracted by any person and loss or damage whatsoever or legal costs suffered or paid by any person in connection with the occupation or use of the Premises by the Tenant; and

(ii) To duly pay all premiums or other moneys necessary for effecting and keeping up the policy or policies of insurance as required under sub-clause (bb)(i) hereof before the same become due and to produce to the Landlord the said policy or policies of such insurance and proof of such payments within seven days of the premiums becoming due failing which the Landlord may take out or renew such policy or policies in any

sum the Landlord may deem expedient; all moneys expended by the Landlord under this provision shall be reimbursed by the Tenant on demand and shall bear interest at the rate of two per cent (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited from the date of payment by the Landlord PROVIDED THAT all moneys received or to be received by virtue of any insurance relating to the Premises maintained or effected by the Tenant (whether or not in pursuance of the obligations herein) are hereby charged to and shall be paid to the Landlord (or if not paid by the insurers directly to the Landlord shall be held on trust for the Landlord) and shall at the option of the Landlord be applied in replacing, restoring, repairing or reinstating the Premises or any part thereof, fixtures, fittings or other assets destroyed, damaged or lost (any deficiency being made good by the Tenant) AND PROVIDED FURTHER THAT should any policy of insurance be rendered void or should any liability on the part of any insurer be avoided due to the act, neglect or default of the Tenant or any other occupier, or any employee, contractor, agent, licensee or invitee of the Tenant, the Tenant shall at his own expense, replace, restore, repair or reinstate the Premises and any fixtures, fittings or other assets forming part of the Premises in all respects to the satisfaction of the Landlord. Should the Tenant fail to honour his obligations as above, it shall be lawful for the Landlord, its agents, contractors or workmen to enter upon the Premises to carry out such works as the Landlord considers necessary and expedient to remedy such failure. The costs of all such works shall be payable by the Tenant to the Landlord on demand. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant.

(cc) To give notice in writing to the Landlord or its agent, if any of any damage to the Premises and of any accident to or defects in the water

or gas pipes (if any) electrical wiring or fittings, fixtures, equipment or other services or facilities including but not limited to air-conditioning, ventilation system and ductwork and electrical and fire services installation, kitchen ventilation and exhaust system and ductwork and gas and cooking equipment, if any, within the Premises and to repair such damage and defects in all respects to the satisfaction of the Landlord failing which such repairs may be undertaken by the Landlord at the Tenant's expense. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant.

(dd) Where any plant, machinery or equipment for cooling, ventilation or circulating air is installed in the Premises or elsewhere in the Building for the exclusive use by the Tenant in the Premises (whether by the Landlord or by the Tenant) and to the extent of the Tenant's control over the same, to use and regulate the same at all times to ensure that the air-conditioning plant is employed to the best advantage in the conditions from time to time prevailing; and without prejudice to the generality of the foregoing, to operate and maintain such air-conditioning plant, machinery and equipment in all respects to the satisfaction of the Landlord PROVIDED THAT no additional air-conditioning plant and ventilation system shall be installed by the Tenant except with the prior written approval of the Landlord, and upon such approval being given, the installation work shall be carried out at the Tenant's own expense by the contractors to be approved by the Landlord.

(ee) To pay to or reimburse the Landlord the cost of any damage caused to any part of the common areas of the Building by the Tenant, his licensees, employees, agents, invitees, occupiers or contractors or any other person claiming through or under the Tenant.

(ff) To be liable for any act, default, negligence or omission of the Tenant's contractors, employees, agents, occupiers, invitees or licensees as if it were the act, default, negligence or omission of the Tenant and to

indemnify and keep indemnified the Landlord, its officers, contractors and workmen from and against all costs, claims, demands, expenses or liabilities to any third party in connection therewith.

(gg) If so required by the Landlord on the termination of the tenancy hereby created, to demolish and remove at the Tenant's own expense all or any fixtures, installations, equipment and structures then standing on or forming part of the Premises (other than the Government Equipment) without any compensation therefor being paid by the Landlord to the Tenant and to reinstate and make good at the Tenant's own expense any damage to the Premises and the Building as a result of such demolition and removal. If the Tenant fails to carry out any such works, the Landlord may carry out the same and recover the cost so incurred from the Tenant. It being agreed and declared that a certificate under the hand of the Landlord as to the costs of any such works shall be final, conclusive and binding on the Tenant.

(hh) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Premises against the risks referred to in Clause (2)(bb) hereof may become void or voidable.

(ii) To keep the Premises open for business at all times during the business hours as set forth in Special Condition No. (1) of the Third Schedule hereto and without prejudice to the generality of the foregoing any suspension of the Business for a period of more than three consecutive days without the prior written consent of the Landlord shall constitute a material breach of this provision entitling the Landlord to determine this Agreement forthwith and to retake possession of the Premises without notice to the Tenant PROVIDED THAT the Tenant shall not be entitled to claim for any refund of Monthly Rent, management fees or other charges already paid or any part thereof or for any compensation in whatsoever form in respect thereof.

(jj) Except with the prior written consent of the Landlord, not to alter any main electricity cable, gas or water pipe or drain or heating apparatus

or to cut or damage any of the doors, windows, walls or floors of the Premises or to erect, install or alter any fixtures partitioning or other erection or installation within the Premises or to alter any part of the main structure of the Building or other structural elements thereof or to attach anything to any structural wall or ceiling of the Premises or to paint or make any alteration whatsoever to the exterior of the Premises.

(kk) To observe and comply with all instructions and directions which may be given by the Landlord or its authorized representatives in connection with the carrying out of any work approved by the Landlord pursuant to the terms and conditions herein contained.

(ll) To observe and comply with such regulations as may from time to time be made or adopted by the Landlord in accordance with Special Condition No. (3) of the Third Schedule hereto.

(mm) Not to overload the electrical wiring or cables apparatus associated therewith in or serving the Premises and to comply in all respects with all requirements and regulations of the utility companies and the Landlord with respect to the said utilities.

(nn) To permit the Landlord to erect, use and maintain pipes and conduits in and through the Premises. The Landlord or its agents shall have the right to enter the Premises at all reasonable times to inspect the same and the permission to the Landlord to use such pipes and conduits shall extend to the use of such pipes and conduits by the Landlord's authorized tenants and licensees, as the case may be.

(oo) Subject to Clause (2)(gg) hereof, to keep, maintain and yield up the Premises with the Government Equipment and any additions therein and thereto at the expiration or sooner determination of this Agreement in good, clean and tenantable repair and condition in accordance with the stipulations herein contained PROVIDED THAT where the Tenant has made any alterations or installed any fixtures, installations,

equipment or additions to the Premises with or without the Landlord's prior written consent, the Landlord may at its discretion require the Tenant at his own expense to reinstate, remove or do away with such alterations, fixtures, installations, equipment or additions or any part or portion thereof and make good and repair in a proper and workmanlike manner any damage to the Premises and the Landlord's fixtures and fittings therein as a result thereof before delivering up the Premises to the Landlord.

(pp) Not to use any gramophone, radio, television, loudspeaker, musical instrument or similar apparatus or equipment in such a way that the same shall be audible outside the Premises.

(qq) (i) To take all necessary steps and precautions to prevent the Premises from becoming infested by termites, rats, mice, cockroaches or any other pests or vermin;

(ii) To put and keep the Premises at all times in a clean, neat and tidy state and condition and to arrange for and effect the daily removal from the Premises of all refuse and garbage in accordance with regulations from time to time made or adopted by the Landlord; and

(iii) To ensure that adequate safety and security measures are taken for the protection of the Premises, the customers and employees in the Premises and the transfer of monies from the Premises.

(rr) To perform and observe the obligations contained in this Agreement including the Special Conditions as set out in the Third Schedule hereto.

(ss) To accept the Premises in such state and condition as existing on the date on which possession of the Premises is given.

(tt) To ensure that the visitors and the customers of the Premises are

confined to employees of Government Flying Service working in the Building and such other persons as may be authorised by the Controller of Government Flying Service.

(uu) Not to bring into, keep, store or sell or permit or suffer to be brought into, kept, stored or sold any alcoholic beverages in the Premises or any part thereof.

(vv) Not to employ illegal workers and in the event of breach of this sub-clause (vv), the Landlord shall be entitled to terminate the tenancy hereby created by giving the Tenant three calendar months' notice in writing without refund of Monthly Rent, management fees or other charges already paid or any part thereof or compensation therefor being payable to the Tenant.

(ww) Not to use or permit or suffer the use of any liquefied petroleum gas (L.P.G.) within the Premises.

(xx) To observe and comply with all requirements of the Water Pollution Control Ordinance (Cap. 358), any regulations made thereunder and any amending legislation.

(yy) (i) To observe and comply with the conditions contained in the Land Grant (as defined in the Sublease) and the covenants contained in the Sublease in so far as the same relate to the use and occupation of the Premises.

(ii) Not to do anything at any time as a result of which the Sublease may be avoided or forfeited, and compensate the Landlord in full for any liability for failure by the Tenant to comply with this Clause.

(zz) Not to permit the delivery of food and beverages or other services offered at the Premises to any part of Hong Kong International Airport other than the Building.

(aaa) To deliver the canteen refuse from the Premises to the refuse collection point(s) as specified by the Government officer or the canteen management committee as appointed under Clause (4)(p) hereof.

(bbb) To procure that the canteen at the Premises is and remains to be an EatSmart restaurant under the EatSmart Restaurant Star+ Campaign of the Department of Health (hereinafter referred to as "the Campaign") throughout the term of the tenancy hereby created PROVIDED THAT where the canteen at the Premises is not yet an EatSmart restaurant under the Campaign at the commencement date of the term of the tenancy hereby created, to procure that the canteen at the Premises shall become an EatSmart restaurant no later than six months after the commencement date of the term of the tenancy hereby created and remains an EatSmart restaurant under the Campaign thereafter until the expiration of the term of the tenancy hereby created.

(ccc) 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.

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

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

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

(a) That in case the Monthly Rent, rates, management fees or other charges hereby 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 shall be any breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Tenant herein contained or if the Tenant shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary, or shall enter into any composition with his creditors or suffer any distress or execution to be levied upon his goods, then, and in any of the said cases, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine, but without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and in the event of such re-entry the Monthly Rent, rates, management fees and other charges already paid or any part thereof shall not be refunded and no compensation whatsoever shall be payable to the Tenant by the Landlord PROVIDED THAT without prejudice to the Landlord's rights hereinbefore contained in the event of the Monthly Rent, rates, management fees or other charges hereby reserved or any part thereof not being paid on the due date or dates for payment thereof (whether formally demanded or not) the Tenant shall pay interest to the Landlord on such amount of the Monthly Rent, rates, management fees or other charges hereby reserved as is unpaid on the due date or dates calculated from the day immediately following the due date or dates until payment of all Monthly Rent, rates, management fees or other charges due and interest thereon have been paid by the Tenant to the Landlord, such interest to be at a rate of two per cent (2%) per annum above the prevailing Best Lending Rate of The Hongkong and Shanghai Banking Corporation Limited.

(b) (i) The Tenant shall on or before signing or execution of this Agreement deposit with the Landlord the sum of Hong Kong Dollars (HK$) as security for the due payment of the Monthly Rent and the rates, management fees, taxes, assessments, sewage service charges, duties, charges and other outgoings as aforesaid and the due payment of the licence fee, rent, rates, electricity charges, management fees, taxes, assessments, duties, charges and other outgoings (hereinafter collectively referred to as "Sums") payable under any other agreements of any other tenancies or leases or licences of any premises granted or to be granted by the Landlord to the Tenant (hereinafter collectively referred to as "Other Agreements") and the due performance and observance by the Tenant of all and singular the several provisions, conditions, terms and stipulations reserved and contained herein and in Other Agreements. The said deposit shall remain deposited with the Landlord throughout the term of this Agreement free of any interest to the Tenant.

(ii) At the expiration or sooner determination of this Agreement if the Tenant shall have paid all Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, duties, charges, and other outgoings herein contained and any interest payable under Clause (4)(a) hereof and all the Sums under Other Agreements and any interest payable thereon, and if there shall be no breach of any of the terms and conditions contained herein and in Other Agreements the Landlord shall refund the said deposit to the Tenant without interest thereon after the Tenant shall have duly delivered vacant possession of the Premises to the Landlord in accordance with the provisions herein contained but if there shall be any Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, duties, charges, other outgoings or any interest payable under Clause (4)(a) hereof and/or any Sums payable under Other

Agreements or any interest payable thereon in arrears, the Landlord may apply such deposit towards payment of such arrears of Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, duties, charges, and other outgoings and any interest payable under Clause (4)(a) hereof and/or such arrears of the Sums payable under Other Agreements and any interest payable thereon without the Landlord first having recourse to any security deposit paid under Other Agreements, and the Landlord shall be entitled to deduct the amount(s) from the said deposit for payment of any rates or other charges and interest thereon in arrears to the Government or other corporation (as the case may be) or if there shall be any breach of provisions, conditions, terms or stipulations contained herein or in Other Agreements, the Landlord may apply such deposit towards remedying such breach without the Landlord first taking any actions or proceedings or commencing hearings against the Tenant (in so far as this may be possible) without prejudice to any other claim or remedy that the Landlord may have against the Tenant by reason of the breach. In which event, the Landlord shall only pay the balance (if any) of the said deposit to the Tenant.

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

(iv) Nothing contained in this Clause (4)(b) shall be so construed as preventing the Landlord from recovering from the Tenant damages in respect of such default over and above the said deposit and the payment of the said deposit shall not be deemed or considered as a payment of Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, duties, charges or any other outgoings and interest thereon in advance and accordingly in any action for recovery of possession for non-payment of Monthly Rent, rates, management fees, taxes, assessments, sewage service charges, duties, charges and other outgoings payable by the Tenant hereunder and any interest payable under Clause (4)(a) hereof, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions herein contained.

(v) For the avoidance of doubt, the payment of the said deposit shall not be deemed or considered as a payment of the Sums and interest thereon in advance under Other Agreements and accordingly in any action for recovery of possession for non-payment of the Sums payable under Other Agreements and any interest payable thereon, the Tenant shall be deemed to be in default if the same are not paid in accordance with the terms and conditions of Other Agreements.

(vi) Nothing contained in this Clause (4)(b) shall affect or prejudice the rights and interests of the Landlord under Other Agreements or any provisions, conditions, terms and stipulations contained in Other Agreements, or shall prevent the Landlord from recovering from the Tenant damages or making any claims, whether under Other Agreements or otherwise, in respect of any breach of the provisions, conditions, terms or stipulations contained in Other Agreements. The Landlord may apply the said deposit towards payment of any arrears of the Sums payable under Other Agreements and any interest payable thereon or

remedying any breach of provisions, conditions, terms or stipulations contained in Other Agreements without the Landlord first having recourse to any security deposit paid under Other Agreements or taking any actions or proceedings or commencing hearings under Other Agreements.

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

(d) That at the expiration of the term of the tenancy hereby created, this Agreement shall be deemed to be automatically terminated and the Tenant shall in accordance with the terms and conditions herein contained surrender and deliver up vacant possession of the Premises to the Landlord in all respect to its satisfaction. The Landlord shall have the full right to arrange for any new tenancy of the Premises at its sole discretion and the Tenant shall allow at all reasonable times upon prior notice within nine calendar months immediately preceding the expiration of this Agreement prospective tenants to inspect the Premises.

(e) That if the Premises or any part thereof are rendered unfit for occupation and use as a canteen by fire, storm, wind, water, typhoon, defective construction, termites, earthquake or any other calamity beyond the control of the Landlord and not attributable to any failure on the part of the Tenant to observe and carry out his obligations herein contained, the Monthly Rent or a part thereof proportionate to the extent to which the Premises shall have been so rendered unfit for occupation and use as a canteen shall abate and cease to be payable until the Premises or such part thereof shall have been again rendered fit for occupation and use as a canteen but except as aforesaid no compensation shall be payable by the Landlord to the Tenant PROVIDED ALWAYS THAT the Landlord shall not be required to reinstate the Premises or any part thereof if by reason of their condition or any laws of Hong Kong, Ordinances or regulations or other

circumstances beyond the control of the Landlord it is not in its opinion practicable or reasonable so to do in which circumstances the tenancy hereby created shall be determined without any compensation payable to the Tenant.

(f) That no compensation shall be payable by the Landlord to the Tenant in respect of any loss or damage caused to the Tenant or others by reason of any water flowing on to the Premises or fire or landslip or subsidence on, or to, or of, or from the Premises or by reason of any other causes beyond the control of the Landlord including but not limited to any loss or damage caused to the Tenant or others by any interruption or failure in the supply of electricity, air-conditioning, water or other utilities to the Premises.

(g) That on termination of this Agreement in whatsoever manner the Tenant shall have no right whatsoever to claim compensation in any form or reprovisioning of accommodation from the Landlord.

(h) That any notice to be served by the Landlord or its officers under the terms and conditions of this Agreement shall be deemed to be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded to him by post or left at his last known address or in the case of a corporation forwarded to it by post or left at its registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent.

(i) That any notice to be served by the Tenant on the Landlord under this Agreement shall be addressed to the Chief Property Manager, Government Property Agency for and on behalf of the Landlord and served on the Landlord by post or by leaving the same at the address of the Government Property Agency mentioned hereinbefore.

(j) That the benefit of this Agreement is personal to the Tenant and not transferable or assignable and the rights given in and the benefits of this Agreement may only be exercised by the Tenant and, without in

any way limiting the generality of the foregoing, any of the following acts and events shall be deemed to be a breach of this sub-clause:

(i) in the case of a Tenant which is a body corporate, any take-over, reconstruction, amalgamation, merger, voluntary liquidation or change in the person who owns a majority of its voting shares or who otherwise has or have effective control thereof;

(ii) in the case of a Tenant which is a partnership, the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise;

(iii) the giving by the Tenant of a power of attorney or similar authority whereby the donee of the power obtains the right to use the Premises;

(iv) the change of the Tenant's business name without the prior written consent of the Landlord;

(v) the holding on trust by the Tenant of the rights to use the Premises;

(vi) the assignment or sharing of any revenues from the Business; and

(vii) any arrangement whereby de facto management or control of the Business is vested in or exercisable by any person other than the Tenant.

(k) That the security of the Premises and all things and properties placed or stored therein shall be the sole responsibility of the Tenant.

(l) That 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.

(m) That the Landlord shall have the full right to terminate this Agreement if the Tenant, his employees or agents shall be found to have been convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of similar nature in connection with the procurement of the tenancy hereby created.

(n) That each party shall bear its own costs in connection with the preparation of this Agreement.

(o) That wherever in this Agreement it is PROVIDED THAT:

(i) the Landlord or its 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 its 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 its duly authorized officers; or

(ii) the prior approval or consent of the Landlord or its 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.

(p) That the Landlord shall appoint a Government officer or a canteen management committee to consider and settle on behalf of the Landlord all matters under this Agreement (whether arising from complaint or otherwise) including but not limited to those concerning standards of food or service, the choice of dishes or refreshments to be supplied, the prices to be charged or any other aspect of the services to

be provided by the Tenant hereunder, and the Tenant shall comply with the instructions as the Government officer or the canteen management committee may give from time to time. The Tenant shall carry out all his obligations under this Agreement in all respects to the satisfaction of the Government officer or the canteen management committee.

(q) That the Landlord shall arrange for the stamping of this Agreement and its counterpart, and the Tenant shall pay the adjudication fee and fifty (50) per cent of the stamp duty (if any) chargeable on this Agreement and its counterpart pursuant to Section 13 and the provision deemed to be contained in this Agreement by virtue of Section 42(2) of the Stamp Duty Ordinance (Cap. 117).

(r) That the Tenant shall be exempted from payment of charges for electricity, air-conditioning, water, trade effluent surcharges and gas in respect of his use and occupation of the Premises during the term of the tenancy hereby created.

(s) That the Landlord shall use its best endeavour to provide the Premises with air-conditioned ventilation to the reasonable capacity of the air-conditioning plant installed by the Landlord for that purpose during the air-conditioning supply hours as specified in Special Condition No. (20) of the Third Schedule hereto and to maintain the same in good repair and condition PROVIDED ALWAYS THAT the Landlord shall in no event whatsoever be held responsible for any failure or interruption of any such central air-conditioning service for any cause whatsoever or for any damage or loss (direct or indirect) whatsoever caused thereby PROVIDED FURTHER THAT notwithstanding any failure or interruption as aforesaid, all payments payable under this Agreement shall remain payable in full at all times.

(t) (i) Notwithstanding anything herein, upon the occurrence of any of the following events, the Landlord may terminate this Agreement with immediate effect:

(a) the Tenant has engaged, or is engaging, or is in the Landlord's reasonable belief to have engaged or to be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong;

(b) the continuation of the tenancy hereby created is or shall in the Landlord's reasonable belief be contrary to the interest of national security, the public interest, public morals, public order or public safety of Hong Kong.

For the avoidance of doubts, the word "engage" or its variants in this clause shall include but not be limited to aiding, abetting, counselling or procuring. The decision of the Landlord to terminate this Agreement shall be final, conclusive and binding on the Tenant.

(ii) Upon exercising the right under Clause (4)(t)(i) and without prejudice to any right of action of the Landlord in respect of any antecedent breach, non-performance or non-observance of any of the terms and conditions to be performed or observed by and on the part of the Tenant herein contained, the tenancy hereby created shall cease and determine and the Tenant shall in accordance with the terms and conditions here contained quit and deliver up vacant possession of the Premises to the Landlord in all respects to the Landlord's satisfaction and upon the exercise of such right no compensation whatsoever shall be payable by the Landlord to the Tenant.

(u) That notwithstanding any other provisions of this Agreement including

any provision which purports to confer a benefit on a person who is not a party to this Agreement, this Agreement is not intended to and does not give any person who is not a party to this Agreement any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), and a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Agreement.

(v) That this Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

(w) (i) That notwithstanding anything to the contrary herein, the Landlord and the Tenant shall first refer any dispute or difference arising out of or in connection with this Agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time; and

(ii) If the said dispute or difference is not settled by mediation according to Clause (4)(w)(i), the Landlord or the Tenant may institute litigation in respect of the said dispute or difference. The Landlord and the Tenant agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

FIRST SCHEDULE

Term and Date of Commencement	:	Three years commencing on the day of 20 subject to the provisions for renewal for a further term of three years as stipulated in Special Condition No. (23) of the Third Schedule hereto.
Purposes for which the Premises shall be used	:	Subject to Special Condition 5(b) in the Third Schedule, a canteen for the supply of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities to employees of Government Flying Service working in the Building and such other persons as may be authorised by the Controller of Government Flying Service.

SECOND SCHEDULE

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

THIRD SCHEDULE

Special Conditions referred to in
Clauses (2)(rr) and (4)(c) of this Agreement

(1) (a) Subject to sub-clauses (b) and (c) of this Special Condition, the Tenant shall commence and operate the Business for the supply of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities in accordance with the provisions of this Agreement:

(i) on each weekday from Monday to Friday between the hours of 7:00 a.m. and 6:00 p.m.;

(ii) on each Saturday, Sunday and any weekday which is a general holiday under the General Holidays Ordinance (Cap.149), any regulations made thereunder and any amending legislation, between the hours of 7:00 a.m. and 4:00 p.m.; and

(iii) during such hours as may be required by the Landlord on any day when any tropical cyclone or rainstorm warning signal is being hoisted.

(b) The opening hours of the Business as specified in sub-clause (a) of this Special Condition may be varied or extended as required by the Landlord upon giving to the Tenant prior notice or during any emergency operations without notice. In the event of any change of the opening hours of the Business, no compensation whatsoever or refund of the Monthly Rent, management fees, rates or other charges already paid or any part thereof shall be paid to the Tenant by the Landlord and that the Tenant shall not be entitled to any reduction of the Monthly Rent, management fees, rates or other charges.

(c) The opening hours of the Business during the Chinese New Year period shall be subject to the special arrangement as approved by the Controller of Government Flying Service.

(2) The Landlord may, without prior notice to the Tenant, close the Premises or the Building or any part thereof by reason of any emergency or for any other reason which the Landlord at its absolute discretion considers proper or sufficient. The Tenant shall not be entitled to any compensation whatsoever or refund of the Monthly Rent, management fees or other charges already paid or part thereof in the event of such closure.

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

(4) Subject to Special Condition No. (9) hereof, the Tenant shall at all times throughout the whole of the term of the tenancy hereby created in accordance with the provisions of this Agreement provide the following basic food and services on a compulsory basis:

(a) The provision of breakfast on each and every day between the hours of 7:00 a.m. and 11:00 a.m. in all dining areas in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(b) The provision of meals on each and every day between the hours of 11:00 a.m. and 2:00 p.m. in all dining areas in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(c) The provision of afternoon tea between the hours of 2:00 p.m. and 6:00 p.m. on each weekday from Monday to Friday and between the hours of 2:00 p.m. and 4:00 p.m. on each Saturday, Sunday and any weekday which is a general holiday in all dining areas in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(d) The provision of light refreshments including but not limited to sandwiches and other acceptable equivalent items during all opening hours in accordance with the menu and prices as set out in the Fourth

Schedule hereto.

(e) The provision of hot and cold drinks during all opening hours in accordance with the menu and prices as set out in the Fourth Schedule hereto.

(f) The provision of waiter services within the Premises with a minimum of two waiters or waitresses (who shall not perform the duty of the cook in the Premises) during the business hours as set forth in Special Condition No. (1) hereof.

(5) (a) All items of food commodities, beverages and services provided on a compulsory basis in accordance with Special Condition No. (4) hereof shall be subject to such restrictions as specified in Special Condition No. (9) hereof PROVIDED THAT the Tenant may, according to market demand, of his own volition and with the prior written approval of the Landlord, introduce on a voluntary basis any additional food items or beverages (excluding alcoholic beverages and plastic bottled water) not specified in the Fourth Schedule hereto. Such additional food items or beverages (excluding alcoholic beverages and plastic bottled water) as approved by the Landlord shall not be subject to price control or the restrictions as specified in Special Condition No. (9) hereof.

(b) No plastic bottled water shall be provided or served at the Premises except upon the Government Flying Service's mobilization, or during any emergency, exercise or operations. For the avoidance of doubt, the decision of the Controller of Government Flying Service on what constitutes an emergency, an exercise or operations shall be final, conclusive and binding on Tenant and the selling of any plastic bottled water through the automatic vending machine(s) (if any) at the Premises is not allowed unless being specifically approved by the Landlord in writing and may be subject to such condition as the Landlord may impose.

(6) The Tenant shall at his own expense keep and maintain all toilets, dining areas, kitchen, cooking equipment, catering equipment and water apparatus used exclusively by the Tenant and his employees, agents, licensees and customers in good, clean, sanitary and tenantable repair and condition at all times during the term of the tenancy hereby created in all respects to the satisfaction of the Landlord and in accordance with all relevant legislations, bye-laws and regulations made thereunder and other relevant Government departments' requirements in respect of the operation of the Business on the Premises. In particular and without prejudice to the generality of the foregoing the Tenant shall at his own cost and expense:

(a) install and maintain at all times range hoods over all cooking equipment in the kitchen of the Premises together with suitable grease filters and air washers installed. High efficiency oily fume control equipment such as packed scrubber or electrostatic precipitator rather than air washer is recommended if frying, roasting or other similar cooking processes are involved.

(b) refill appropriate chemical solvent for the kitchens hydro-vent system and maintain the whole system in proper operation condition in all respects to the satisfaction of the Landlord. All costs in connection therewith shall be borne by the Tenant solely.

(c) provide adequate grease traps and engage personnel with necessary experience to properly operate and maintain all grease traps in the kitchen of the Premises in good, clean, working order and free from blockage and obstruction at all times and inspect and clean the same daily.

(d) install and maintain all necessary grease filters in the kitchen of the Premises and to regularly inspect and clean the same and keep them free from blockage and obstruction.

(e) install and maintain all air-transfer grilles throughout the Premises in good, clean, working order and regularly inspect and clean the same and keep them free from blockage and obstruction.

(f) install and maintain screw-in grease valves in all ducting throughout the Premises and to regularly inspect and clean the same.

(7) Suitable spaces for grease traps shall be allocated by the Landlord at such locations as the Landlord considers appropriate.

(8) Waterproofing within the kitchen area shall be carried out by the Tenant at his own expense. The Tenant undertakes to indemnify and keep indemnified the Landlord and his officers from and against any claim arising from any water leakage from the Premises.

(9) The types of meals, the quantity and quality of food to be served, the nature of meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities to be provided by the Tenant on a compulsory basis in accordance with Special Condition No. (4) hereof, and the prices to be charged therefor as specified in the Fourth Schedule hereto shall not be altered except with the prior written approval of the Landlord, who may in granting such approval impose such conditions as it may at its absolute discretion deem appropriate PROVIDED THAT the prices charged for all food and services provided by the Tenant shall not be reviewed for more than once in every year and any proposed percentage increase in the prices shall not be greater than the percentage increase in the Annual Consumer Price Index (A) for that year as compared with that for the preceding year. The Tenant shall provide the meals, light refreshments, beverages (excluding alcoholic beverages and plastic bottled water) and other food commodities as specified in the Fourth Schedule hereto in accordance with Special Condition No. (4) hereof in all respects to the satisfaction of the Landlord.

(10) The Tenant shall display in a conspicuous location of the Premises in all respects to the satisfaction of the Landlord:

(a) a menu of the meals available and the prices charged therefor; and

(b) a menu of light refreshments, beverages (excluding alcoholic

beverages and plastic bottled water) and other food commodities available and the price charged therefor.

(11) The Tenant shall not extend the display of merchandise and sale of the food or services beyond the Premises except upon the request or with the prior written consent of the Landlord.

(12) The Landlord does not guarantee that the Tenant shall have the exclusive right to carry on the Business within the Building throughout the term of this tenancy hereby created and the Landlord shall not be responsible or liable to the Tenant for any damages or loss in respect thereof.

(13) The superimposed load within the Premises shall not exceed 5kpa kilonewtons per square metre.

(14) The Landlord shall not be responsible for any damages or claims arising from defects in design and quality of the fitting out of the Premises carried out by the Tenant. The Tenant shall not cause any variation to the approved fitting out plans and specification or to the interior design or layout of the Premises without the prior approval in writing of the Landlord.

(15) 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.

(16) The Tenant shall fully stock up the Premises with a range of the goods and food commodities for the Business and maintain them both in quality and quantity in all respects to the satisfaction of the Landlord.

(17) The Tenant shall complete the fitting-out, furnishing and renovation work under Clause (2)(1) of this Agreement and commence to operate the Business on the Premises not later than fourteen days after the commencement of the term of the tenancy hereby created as specified in the First Schedule hereto.

(18) (a) All fitting-out works to be carried out pursuant to Clause (2)(l) of this

Agreement shall be restricted to the hours stipulated below or such other hours as approved by the Landlord and subject to the requirements as stipulated in the Noise Control Ordinance (Cap. 400) and any regulations made thereunder and any amending legislation:-

(i) Mondays to Fridays : 8:00 p.m. to 12:00 p.m.

(ii) Saturdays, Sundays and general holidays : 4:00 p.m. to 7:00 p.m.

(b) Activities carried out within the Premises shall not affect the normal operation of other users in the Building. The Tenant shall protect all the existing services/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 by the Tenant.

(19)(a)(i) The Tenant shall not provide plastic straws for any customers.

(ii) The Tenant shall provide reusable tableware item(s) for dine-in customers and shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for dine-in customers.

(iii) Subject to sub-clause (a)(iv) of this Special Condition, the Tenant shall not provide any type or item of disposable cutlery (e.g. stirrer, fork, knife, spoon and chopsticks) and disposable food / drink containers (e.g. cups, bowls, dishes, plates and boxes) for take-away customers.

(iv) If requested by take-away customers, the Tenant may provide disposable non-plastic cutlery (e.g. wood or bamboo) and disposable

non-plastic food / drink containers (e.g. paper, plant fiber or metal foil) on a need basis for take-away food or drinks PROVIDED THAT such non-plastic disposable cutlery is not provided in sets. Subject to the Landlord's prior written approval, the Tenant may provide, charge and recover the cost of the disposable non-plastic tableware item(s) from those customers in line with the "user pays" principle. In any event, the Tenant shall not provide disposable plastic tableware.

(v) Sub-clauses (a)(iii) and (iv) of this Special Condition shall also apply to any food / drinks not consumed by a dine-in customer which the customer wishes to take away and for this purpose the customer shall be regarded as a take-away customer of the food / drinks to be taken away.

(vi) Under this Special Condition of this Agreement:

(I) plastic includes poly-foam, polyethylene, poly-lactic acid (PLA), oxo-plastic and all other types of plastic. It also includes paper coated with plastic or plastic lining; and

(II) tableware includes straws and stirrers, cutlery (e.g. stirrer, fork, knife, spoon and chopsticks), food / drink containers (e.g. cups, bowls, dishes, plates and boxes) and individually packed wet tissues.

(vii) The Tenant shall comply with the requirements and conditions as stipulated in sub-clauses (a)(i) to (vi) of this Special Condition in all respects to the satisfaction of the Controller of Government Flying Service and the decision of the Controller of Government Flying Service as to whether the Tenant has complied with those requirements and conditions in all respects to the satisfaction of the Controller of Government Flying Service shall be final, conclusive and binding on the Tenant.

(viii) In the event that the Tenant fails to comply with the requirements and conditions as stipulated in sub-clauses (a)(i) to (vi) of this Special Condition to the satisfaction of the Controller of Government Flying Service, without prejudice to any other right or remedy which the Landlord may have in relation to any breach, non-compliance and non-performance of the conditions of this Agreement on the part of the Tenant, the Landlord shall have the right to institute appropriate actions against the Tenant, including but not limited to applying lower marks in the future assessment of, or barring applications for, renewal of existing tenancy, and/or tender for new tenancy by the Tenant; and the Landlord shall have the right to terminate the tenancy hereby created by giving the Tenant three calendar months' notice in writing without refund of the Monthly Rent, management fees or other charges already paid or any part thereof or compensation therefor being payable to the Tenant.

(b) Notwithstanding anything herein contained, it is agreed as follows:

(i) The Tenant may provide disposable plastic tableware when warranted by genuine service / operational needs and with prior approval in writing by the Controller of Government Flying Service under exceptional circumstances, such as delivery of public services in emergency situations (e.g. special / ad-hoc operations, rescue missions, emergency responses, opening of temporary shelters in community halls) and special operational requirements (e.g. security requirements of correctional facilities, special hygiene measures required during disease outbreaks, prolonged outdoor work).

(ii) The Tenant may provide disposable (including plastic) straws free-of-charge on request to meet special needs arising from the medical requirements or physical conditions of individual customers.

(iii) The Tenant may provide plastic lids for cups and bowls for take-away food or drinks.

(iv) The Tenant shall comply with the requirements and conditions as

stipulated in sub-clauses (b)(i) to (iii) of this Special Condition in all respects to the satisfaction of the Controller of Government Flying Service and the decision of the Controller of Government Flying Service as to whether the Tenant has complied with those requirements and conditions in all respects to the satisfaction of the Controller of Government Flying Service shall be final, conclusive and binding on the Tenant.

(20) Air-conditioning shall be supplied to the Premises during the following hours:

(i)	Mondays to Fridays	:	6:00 a.m. to 7:00 p.m.
(ii)	Saturdays, Sundays and general holidays	:	6:00 a.m. to 5:00 p.m.

The Landlord may at its absolute discretion change these air-conditioning supply hours without prior notice to the Tenant. Any request for additional air-conditioning supply outside these hours or additional cooling capacity above the design standard shall be lodged with the Landlord not less than 2 weeks in advance before the date it is required and the Landlord shall have the sole discretion in deciding on such request. If the request is approved, the Landlord may in its discretion charge for such additional services.

(21) The Tenant shall not keep or permit to be kept any animal bird or livestock of any description in the Premises or any part thereof.

(22) All employees employed by the Tenant to work in the Premises shall be subject to the prior written approval of the Controller of Government Flying Service. Before employing a person, the Tenant shall submit to the Controller of Government Flying Service such personal particulars of such person as may be required by the Controller of Government Flying Service for his consideration. No person shall be employed by the Tenant to work in the Premises

except with the prior written approval of the Controller of Government Flying Service.

(23) (a) If the Tenant shall be desirous of taking a tenancy of the Premises for a further term of three years from the date of expiry of the term of the tenancy hereby created at the Monthly Rent and on the same terms and conditions as are herein contained save and except for this Special Condition, the Tenant shall give written notice to the Landlord of such desire not less than nine (9) calendar months before the expiration of the term of the tenancy hereby created. The renewal of tenancy of the Premises for a further term of three years is subject to the due observance and performance by the Tenant of all the terms and conditions to be observed or performed by and on the part of the Tenant herein contained in all respects to the satisfaction of the Landlord (as to which the decision of the Landlord shall be final, conclusive and binding on the Tenant) up to the expiration of the term of the tenancy hereby created. After the Tenant duly giving the notice to the Landlord as aforesaid, the Landlord may issue a renewal letter (hereinafter referred to as "the Renewal Letter") to the Tenant which shall be in such form and contain such terms and conditions as the Landlord may prescribe, including but not limited to any additional terms and conditions governing the renewal and the renewed term of tenancy and the condition that the renewal shall be conditional upon the Tenant having duly observed and performed all the terms and conditions to be observed or performed by and on the part of the Tenant herein contained in all respects to the satisfaction of the Landlord (as to which the decision of the Landlord shall be final, conclusive and binding on the Tenant) up to the expiration of the term of the tenancy hereby created. The decision of the Landlord as to whether to renew the tenancy of the Premises and whether to issue the Renewal Letter to the Tenant shall be final, conclusive and binding on the Tenant. The Renewal Letter, if issued, shall be accepted and signed by the Tenant within such period of time as may be specified by the Landlord, to the effect that subject to compliance with the requirements in the Renewal Letter, the

Renewal Letter accepted and signed by the Tenant shall constitute a binding agreement of the renewal of tenancy. In the event that the Tenant shall fail to comply with the terms and conditions of the Renewal Letter or fail to proceed with the renewal of tenancy of the Premises after a binding agreement of the renewal of tenancy of the Premises is formed, the Tenant shall indemnify and keep indemnified the Landlord from and against all actions, costs, claims, demands, losses, damages whatsoever arising out of or in connection with the Tenant's failure, and the Landlord shall be at liberty to grant a new tenancy of the Premises to other parties or otherwise deal with the Premises at such time and in such manner (including the invitation of tenders) as the Landlord may deem fit.

(b) If the Landlord has not received from the Tenant notice of desire given under and pursuant to sub-clause (a) of this Special Condition or if the Landlord decides not to renew the tenancy of the Premises and not to issue the Renewal Letter to the Tenant or if no binding agreement of the renewal of tenancy of the Premises is formed, the tenancy hereby created shall automatically terminate at the expiration of the term of the tenancy hereby created. The Landlord shall have the full right to arrange for any new tenancy of the Premises at its sole discretion and the Tenant shall at all reasonable times within nine calendar months immediately preceding the expiration of the term of the tenancy hereby created and upon prior notice allow prospective tenants to inspect the Premises.

FOURTH SCHEDULE

(referred to in Special Condition No. (4) of the Third Schedule hereto)

Menu and prices of compulsory items to be served:

早市餐單		
Menu for Breakfast		
茶餐廳風味	**Local Breakfast**	**售價(HK$)**
火腿通粉	Macaroni in Soup w/ Ham	
叉燒絲通粉	Macaroni in Soup w/BBQ Pork	
沙嗲牛肉通粉	Macaroni in Soup w/ Satay Beef	
以上任擇一款配	Any one of the above, served with	
西煎雙蛋	Twin Eggs	30
火腿腸仔	Ham & Sausage	30
吉列漢堡煎蛋	Egg & Pork Cutlet	30
雞絲火腿奄列腸仔	Chicken Omelette & Sausage	30
雞扒午餐肉	Chicken Steak & Luncheon Meat	30
魚柳煙肉	Fish Filet & Bacon	30
配熱茶或咖啡	Served with Hot Tea or Coffee	3
轉配凍飲或熱飲(加大)另加	Iced Drink or Hot Drink (Large) Add	4
營養早餐	**Healthy Breakfast**	
鮮奶麥皮	Flask w/ Milk	28
配 ： 雞蛋三文治	Serve with Egg Sandwiches	
中式早餐	**Chinese Breakfast**	
煎蘿蔔糕	White Turnip Cake	12
蒸/煎腸粉	Steamed/Fried Rice Rolls	12
魚肉燒賣	Fish Meat Shao Mai	12
餐肉什錦炒米粉	Fried Rice Noodle w/ Luncheon Meat & Egg	14
三文治	**Sandwiches**	
雞蛋三文治	Egg Sandwiches	14
火腿三文治	Ham Sandwiches	14

芝士三文治	Cheese Sandwiches	14
火腿蛋三文治	Ham & Egg Sandwiches	16
芝士火腿三文治	Cheese & Ham Sandwiches	16
吞拿魚三文治	Tuna Sandwiches	19
美式熱狗	Hot Dog	19
牛油多士	Toast W/ Butter	12
油占多士	Toast w/ Jam	12
各式多士	All kinds of Toast	12
中式白粥早餐		
白粥	Congee	14
糯米雞	Glutinous Rice Wrapped with Lotus Leaf	22
粥+炒麵/米粉/蘿蔔糕	Congee + Fried Noodle/White Turnip Cake	28
粥+糯米雞	Congee + Glutinous Rice Wrapped with Lotus Leaf	32
粥+饅頭	Congee + Chinese Sponge Cake	24
粥+腸粉	Congee + Rice Rolls	24

午市餐單		
Menu for Lunch		
咖喱類	**Curry**	**售價(HK$)**
咖喱什菜蛋飯	Mixed Vegetable w/ Eggs in Curry	43
咖喱雞飯	Chicken in Curry	43
咖喱排骨飯	Spare Rib in Curry	43
咖喱牛肉飯	Beef in Curry	43
咖喱牛腩飯	Beef Brisket in Curry	43
咖喱豬柳飯	Porkloin in Curry	43
咖喱石斑飯	Garoupa in Curry	43
加配明火例湯或任何熱飲另加	Plus Daily Soup or Any Kind of Hot Drink Add	3
加配任何凍飲或熱飲(加大)另加	Plus Any Kind of Cold Drink or Hot Drink(Large) Add	4
扒類系列	**Steak w/ Rice or Spaghetti**	
洋蔥豬扒飯/意粉	Pork Chop in Onion Sauce	43
維也納豬扒飯/意粉	Pork Chop, Vienna Style	43
百加地豬柳飯/意粉	Pork Chop, Piccate	43
西檸豬扒飯/意粉	Pork Chop in Lemon Sauce	43
白菌雞扒飯/意粉	Chicken Steak in Mushroom Sauce	43
非洲雞扒飯/意粉	Chicken Steak, Africa Style	43
鮮茄燴雞扒飯/意粉	Braised Chicken Steak in Tomato Sauce	43
吉列雞扒飯/意粉	Chicken Cutlet	43
黑椒牛扒飯/意粉	Beef Steak in Black Pepper Sauce	43
田園西冷牛扒飯/意粉	Sirloin Steak in Gravy	43
粟米石斑飯/意粉	Garoupa in Sweet Corn Sauce	43
吉列石斑飯/意粉	Garoupa Cutlet	43
鴛鴦扒飯/意粉	Mixed Steaks in Gravy	43
加配明火例湯或任何熱飲另加	Plus Daily Soup or Any Kind of Hot Drink Add	3
加配任何凍飲或熱飲(加大)另加	Plus Any Kind of Iced Drink or Hot Drink (Large) Add	4
中式小菜套餐	**Order to Fry Dishes**	
任選下列小菜一款：	Choices any one of the Below :	
秘製貴妃雞	Marinated Chicken	54
鬼馬牛肉	Fried Beef Sliced w/ Water Chestnuts	54

沙茶菜遠牛肉	Fried Beef w/ Seasonal Vegetable in Satay Sauce	54
雙菇扒雙蔬	Braised Vegetable w/ Mushrooms	54
菠蘿咕嚕肉	Sweet & Sour Pork	54
咸魚蒸肉餅	Steamed Pork Cake w/ Salts Fish	54
香橙焗肉排	Baked Pork Chop in Orange Sauce	54
京都豬扒	Pork Chop in Capital Sauce	54
中式牛柳	Sweet & Sour Beef Fillets	54
上湯時蔬	Seasonal Vegetable in broth	50
配例湯及絲苗白飯	Served with Daily Soup and Steamed Rice	
加配熱飲另加	Plus Hot Drink Add	3
加配凍飲或熱飲(加大)另加	Plus Cold Drink or Hot Drink (Large) Add	4

茶市餐單		
Menu for Afternoon Tea		
下午茶餐	**Afternoon Tea Set**	**售價(HK$)**
牛油克戟	Hot Cake w/ Butter	20
果醬夾餅	Waffle w/ Jam	20
珍寶腸併薯條	Jumbo Sausage w/ French Fries	24
炸雞翼併粟米	Deep-Fried Chicken Wings & Corn-on-cub	24
花生醬西多士	Toast w/ Peanut Butter	22
加配熱咖啡或茶另加	Plus Hot Tea or Coffee Add	3
加配凍飲或熱飲(加大)另加	Plus Cold Drink or Hot Drink (Large) Add	4
小食類	**Snacks**	
糖水	Sweet soup	12
魚蛋 5 粒	Fish Ball (5 pieces)	8
粉果	Steamed dumplings with pennuts	6
砵仔糕	Chinese Pudding	6
鹵水雞髀	SaucesChicken Leg	18
雞翼(兩隻)	Chicken Wings (2 pcs)	16
牛油粟米	Corn on Cob	12
司華力腸	Cervelat Sausage	16
薯條	French Fries	15(細) 30(大)
咖喱角	Samosa	15(細) 30(大)
春卷	Spring Rolls	15(細) 30(大)
沙律類	**Salads**	
菠蘿沙律	Pineapple Salad	24
火腿沙律	Ham Salad	24
雞蛋沙律	Egg Salad	24
蟹籽蟹柳沙律	Crab Roe & Crabstick Salad	30
火腿蛋沙律	Ham & Egg Salad	30
蜜桃吞拿魚沙律	Tuna & Peach Salad	30
雞扒 / 雞髀沙律	Chicken / Chicken Leg Salad	30
豬扒沙律	Pork Chop Salad	30

午、晚市餐單		
Menu for Lunch and Dinner		
午、晚市套餐	**Lunch & Dinner Set**	**售價(HK$)**
白汁火腿雞絲	Shredded Chicken w/ Ham	
西班牙燴雞	Spanish Stew Chicken	
紅酒燴雞	Coq-Au-Vin	
西芹雞柳	Chicken w/ Celery	
紫蘿雞球	Chicken w/ Ginger in Sour Sauce	
匈牙利牛肉	Hungaruan Beef	
鮮茄牛肉	Beef Sliced w/ Tomatoes	
什菜燴牛胸肉	Beef Stew w/ Mixed Vegetables	
柱侯牛腩	Beef Brisket	
波蘿咕嚕肉	Sweet & Sour Pork w/ Pineapple	
蓮藕排骨	Braised Spare Ribs w/ Lotus Roots	
冬瓜豆卜排骨	Braised Spare Ribs w/ Winter Melon & Beancurd Puff	
涼瓜排骨	Sqare-Ribs w/ Bitter Cucumber	
粟米豬柳	Porkloin in Sweet Corn Sauce	
魚香茄子	Braised Eggplant w/ Chili Sauce	
冬菇肉絲炆斑球	Braised Garoupa w / Shredded Pork & Black Mushroom	
紅燒豆腐	Braised Beancurd in Oyster Sauce	
麻婆豆腐	Braised Beancurd in Chili Sauce	
羅漢齋	Lo Hon Vegetable	
蘿蔔魚崧	Stewed Fish Meat w/ White Turnip	
配絲苗白飯及中國茶	Served with Steamed Rice and Chinese Tea	
每天供應 8 款菜式	8 choices will be provided every day	
選 1 款菜式	Choose 1 choice	36
選 2 款菜式	Choose 2 choices	39
選 3 款菜式	Choose 3 choices	42
加配明火例湯或任何熱飲另加	Plus Daily Soup or Any Kind Of Hot Drinks Add	3
加配任何凍飲或熱飲(加大)另加	Plus Any Kind Of Iced Drink or Hot Drink (Large) Add	4
加配油菜(全走/豉油/蠔油)	Plus vegetables Add	10

全日供應餐單		
Menu for All Opening Hours		
熱飲品	**Hot Beverages**	**售價(HK$)**
西冷紅茶	Tea w/ Milk	13
檀島咖啡	Coffee	13
阿華田	Ovaltine	13
好立克	Horlick	13
檸檬紅茶	Lemon Tea	13
檸檬水	Lemon Water	13
熱杏仁霜	Almond Tea	13
利賓納	Ribena	13
利賓納 + 檸檬	Ribena plus Lemon	13
柚子蜜	Pomelo Honey	13
柚子蜜 + 檸檬	Pomelo Lemon Honey	13
西洋菜蜜	Water-cress Honey	13
西洋菜蜜 + 檸檬	Water-cress Lemon Honey	13
凍飲品	**Cold Beverages**	
凍紅茶	Iced Tea w/ Milk	14
凍咖啡	Iced Coffee	14
凍阿華田	Iced Ovaltine	14
凍好立克	Iced Horlick	14
凍檸檬茶	Iced Lemon Tea	14
凍檸檬水	Iced Lemon Water	14
凍杏仁霜	Iced Almond Tea	14
凍檸檬可樂	Iced Coke w/ Lemon	16
凍利賓納	Iced Ribena	14
凍利賓納 + 檸檬	Iced Ribena plus Lemon	14
凍柚子蜜	Iced Pomelo Honey	14
凍柚子蜜 + 檸檬	Iced Pomelo Lemon Honey	14
凍西洋菜蜜	Iced Water-cress Honey	14
凍西洋菜蜜 + 檸檬	Iced Water-cress Lemon Honey	14
紅豆冰	Red Bean Flossy	16
菠蘿冰	Pineapple Flossy	16
什果冰	Mixed Fruit Flossy	16
各式汽水	Soft Drinks	8

即炒粉麵	**Order to Cook Fried Noodle**	售價(HK$)
干炒牛肉意粉	Fried Spaghetti w/ Beef Sliced	43
干炒豬扒意粉	Fried Spaghetti w/ Pork Chop	43
豉油皇炒麵	Fried Noodle in Soy Sauce	43
什錦素菜炒米粉	Fried Rice Noodle w/ Mixed Vegetables	43
星州炒米	Fried Singapore Rice Noodle	43
豉椒排骨麵	Fried Noodle w/ Spareribs in Black Bean Sauce	43
干燒伊麵	Braused E-Fu Noodle	43
廈門炒米	Fried Rice Noodle w/ Mixed Meat in Tomato Sauce	43
醬辣肉炒出前一丁	Fried Instant Noodle w/ Chili Meats	48
黑椒雞翼炒出前一丁	Fried Instant Noodle w/ Black Pepper Chicken Wings	48
加配明火例湯或任何熱飲另加	Plus Daily Soup or Any Kind of Hot Drink Add	3
加配任何凍飲或熱飲(加大)另加	Plus Any Kind of Cold Drink or Hot Drink (Large) Add	4
湯粉麵類	**Noodle in Soup**	
墨魚丸河	Cuttlefish Ball Pho	30
牛丸河	Beef Ball Pho	30
魚蛋河	Fish Ball Pho	30
貢丸河	Meatballs Pho	30
蕃茄牛肉麵	Tomato Beef Noodles	36
蕃茄魚柳麵	Tomato Fillets Noodles	36
牛腩河	Beef Brisket Pho	30
雲吞麵	Wonton Noodles	32
以上可選米粉、河粉、米線、生麵或公仔麵	Alternatives : rice noodles, pho, egg noodles, instant noodles	
加配熱茶或咖啡另加	Plus Hot Tea or Coffee Add	3
加配凍飲或熱飲(加大)另加	Plus Iced Drink or Hot Drink (Large) Add	4
公仔麵	**Noodle in Soup**	
沙嗲牛肉公仔麵	Noodle w/ Satay Beef	24
餐肉蛋公仔麵	Noodle w/ Luncheon Meat & Egg	24
餐肉腸仔公仔麵	Noodle w/ Luncheon Meat & Sausage	24
火腿腸仔公仔麵	Noodle w/ Ham & Sausage	24

紅腸雞翼公仔麵	Noodle w/ Chicken Wing & Red Sausage	28
雞扒蛋公仔麵	Noodle w/ Chicken Steak & Egg	32
牛扒蛋公仔麵	Noodle w/ Beef Steak & Egg	32
配韓國辛辣麵加 6 元	Fried instant Noodle (Korea Style)	7
配出前一丁加 4 元	Fried instant Noodle	5
配福字麵加 4 元	Fried instand Noodle	5
加配熱茶或咖啡另加	Plus Hot Tea or Coffee Add	3
加配凍飲或熱飲(加大)另加	Iced Drink or Hot Drink (Large) Add	4

焗飯 / 意粉	**Baked Rice / Spaghetti**	**售價(HK$)**
焗豬扒飯/意粉	Baked Pork Chop	48
焗西班牙豬扒飯/意粉	Baked Spanish Pork Chop	48
焗火腿雞絲飯/意粉	Baked Ham & Shredded Chicken	48
焗椰汁雞扒飯/意粉	Baked Chicken Steak in Coconut Sauce	48
焗白汁豬柳飯/意粉	Baked Porkloin in White Sauce	48
焗粟米石斑飯/意粉	Baked Garoupa in Sweet Corn Sauce	48
焗鮮菜牛扒飯/意粉	Baked Beef Steak w/ Fresh Vegetable	48
焗西汁牛腩飯/意粉	Baked Beef Brisket	48
焗吞拿魚飯/意粉	Baked Tuna Fish	48
焗鮮菌雞粒飯/意粉	Baked Diced Chicken w/ Mushroom	48
芝士焗蟹柳飯/意粉	Baked Crabstick w/ Cheese Sauce	48
焗蜜桃雞扒飯/意粉	Baked Chicken w/ Peach	48
意式焗白菌牛扒飯/意粉	Baked Beef Steak w/ Mushroom	48
加配明火例湯或任何熱飲另加	Plus Daily Soup or Any Kind of Hot Drink Add	3
加配任何凍飲或熱飲(加大)另加	Plus Any Kind of Iced Drink or Hot Drink (Large) Add	4

FIFTH SCHEDULE

The Government Equipment referred to in Clause (2)(m) of this Agreement

ITEM	QTY		DESCRIPTION	Size W*D*H (mm)
			Food Counter Area	
A1	1	no.	Counter cabinet (for trap dispensing)	900*750*850
A2	1	no.	5 xGN 1/1 Pan Bain Marie Cabinet	2200*750*850
A3	1	no.	4 xGN 1/1 Pan Bain Marie Cabinet for rice and soup	1600*750*850
A4	1	no.	Electrical steam drawer	700*750*850
A5	1	no.	Work top 2-door chiller	1420*660*850
A6	1	no.	Work top 2-door freezer	1420*660*850
A7	1	no.	Counter top single tank fryer	340*610*360
A8	1	no.	Counter top griddle	460*610*290
A9	1	no.	Counter top noodle boiler	600*670*850
A10	1	no.	Worktop cabinet equipment stand w/ spreader	1600*670*550
A11	1	no.	Gap filler (cabinet)	320*200*850
A12	1	no.	Filter exhaust hood	2300*900*660
A13	1	no.	Spreader cabinet (wall mounted cabinet)	350*750*850
A14	1	no.	Sneeze guard	4850*750*350
A15	1	no.	Swing door	8000*50*850
A16	2	no.	Bottle cooler	600*638*1940
A17	1	no.	Ice maker	704*506*1350
A18	1	no.	Water filtration system (wall mounted) for item A17	106(diameter)*310(H)
A19	1	no.	Hot plate for coffee	360*180*90
A21	1	no.	Water boiler	406*254*712
A22	1	no.	6 slots pop-up toaster	406*210*225

A23	2	no.	Wall mounted cabinet	1700*350*700
			Preparation Area	
B1	3	no.	Upright 4-door chiller	1490*824*1990
B2	1	no.	Upright 2-door freezer	755*824*1990
B3	1	no.	Walk-in freezer	1800*2100*2200
B4	1	no.	Wall mounted cabinet	2750*350*700
B5	1	no.	Twin sink table	1800*750*850
B6	1	no.	Insect killer	/
B8	1	no.	Working table	950*750*850
B9	1	no.	Waste Bin	492*492*750
B11	1	no.	Upright storage shelving, 4 tiers	1220*610*1900
B12	1	no.	Gas hot water heater	350*170*538
B13	2	no.	Desk mount pre-rinse faucet	/
			Cooking Area	
C1	1	no.	Counter top twin tank fryer	610*610*335
C2	1	no.	Counter top griddle	600*600*500
C3	2	no.	Electrical salamander	847*771*1042
C4	1	no.	Combi oven	750*773*1010
C4a	1	no.	Steaming Cabinet	900*700*1670
C5	1	no.	Equipment stand	2400*1200*660
C5a	1	no.	Equipment stand	/
C6A	1	no.	Filter exhaust hood (Soup and steaming)	2600*1300*700
C6B	1	no.	Hydrovent with panel (Western cooking)	2600*1450*850
C7	1	no.	Gas 4 burner with oven	2000*1100*900
C8	1	no.	Gas twin head wok range	2200*1200*1260
C9	1	no.	Gas single wok range	2100*1200*1260
C10	1	no.	Gas twin head stock pot stove	1550*750*810
C11	2	no.	Work top cabinet w/ sliding doors	1550*750*810

C12	1	no.	Hydrovent with panel	3200*1400*550
C14	1	no.	Wall mounted faucet	/
C15	1	no.	Work top cabinet w/ sliding doors	1500*700*850
C16	1	no.	Work top cabinet w/ sliding doors	1600*700*810
C17	1	no.	Hand wash basin	500*450*250
C18	1	no.	Soap and towel dispenser	/
C19	1	no.	Hatch opening w/ fire shutter	800*600
C20	1	no.	Wall mounted cabinet w/ sliding doors	1600*350*700
C21	1	no.	Ceiling hung cabinet w/ sliding doors	3000*350*700
C22	1	no.	Ceiling hung cabinet w/ sliding doors	2900*350*700
C23	2	no.	Mobile working table	1500*700*850
			Dishwashing Area	
D1	1	no.	Diswasher	640*640*1510
D2	1	no.	Vent hood	1000*1000*400
D3	1	no.	Soiled dish table and twin sink cabinet	/
D4	1	no.	Clean dish table	1300*760*850
D6	2	no.	Desk mount pre-rinse faucet	/
D7	2	no.	Wall mounted rack shelf	1050*450
D8	1	no.	Waste bin	492*492*750
D9	2	no.	Upright storage cabinet	1300*610*1800
D10	1	no.	Upright storage shelving, 4 tiers	1525*610*1900
D11	1	no.	Gas hot water heater	236*140*472
			Service Station	
E1	1	no.	Sink cabinet w/ drip tray	1500*650*850
E2	1	no.	Water boiler	250*525*750
E3	1	no.	Counter cabinet (w/ cutlery stand)	1500*650*850
E4	1	no.	Counter cabinet	1800*650*850

E5	2	no.	Microwave oven	422*508*337
E6	1	no.	Hand wash basin	500*450*250
E7	1	no.	Soap and towel dispenser	/
E8	2	no.	Wall mounted rack shelf (by other)	/
E9	3	no.	Wall mounted cabinet	1500*350*700
			Others	
S01	1	no.	Upright storage shelving, 4 tiers	1220*610*1900
S02	1	no.	Upright storage shelving, 4 tiers	910*610*1900
S03	1	no.	Upright storage shelving, 4 tiers	910*610*1900
S04	3	no.	Upright storage cabinet	1100*610*1800
O18	1	no.	55" QLED TV Set	/
O19	1	no.	48” LED TV Set	/
O24	100	no.	Stacking Sidechair with Cushion	/
O25	24	no.	Wooden Table (Round and Retangular)	/
O36	1	no.	Trolley (Wooden)	900*400*720
O37	3	no.	Trolley (Stainless Steel)	760*500*920
O38	2	no.	Glass Table Top with Aluminium Roller	34.5”(diameter)
O39	4	no.	Mobile Tray Racks	820*200*1650

AS WITNESS WHEREOF the Chief Property Manager, Government Property Agency, 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 on the day and year first above written.

Signed by)
)
)
Chief Property Manager,)
Government Property Agency)
to whom the power of execution has)
been delegated by the Financial)
Secretary in accordance with)
Section 4 of the Financial Secretary)
Incorporation Ordinance (Cap. 1015))
In the presence of:)……..

.....
Government Property Agency
Hong Kong

Signed by the Tenant)
)
)
)
)
)
(name(s) in block letters))……

in the presence of:

……
Name of Witness in block letters:
Occupation:
Address:

OR

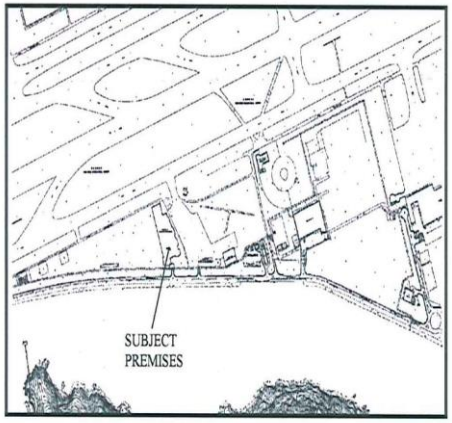
Sealed with the Common Seal of)
the Tenant and signed by)
)
)
)
in the presence of:)
)
)

OR

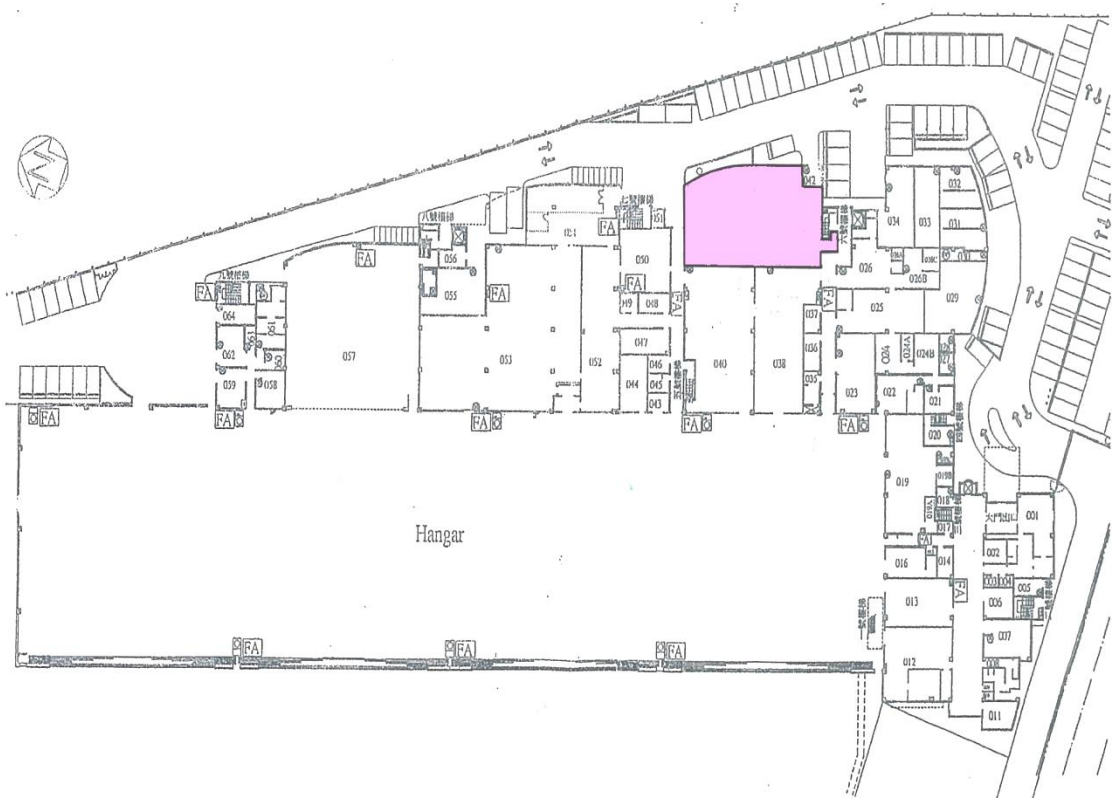
(for use by company incorporated in Hong Kong and execute the Tenancy Agreement without a common seal affixed)

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

Name of Witness in block letters:
Occupation:
Address:



LOCATION PLAN



GROUND FLOOR PLAN
COLOURED PINK AREA: 262 SQUARE METRES (ABOUT)
NOT TO SCALE
FOR IDENTIFICATION ONLY

TENANCY AGREEMENT NO. :

GPA N22641

TENANT:

PREMISES :

Government canteen on Portion of the Ground Floor, Government Flying Service Headquarters, No. 18 South Perimeter Road, Hong Kong International Airport, Lantau Island, New Territories, Hong Kong

PARTIES	SIGNATURE / EXECUTION
LANDLORD	
WITNESS	
TENANT	
WITNESS	
DATE	
FILE NO.	GPA-010-TEN-NT-I-005755-004080

PLAN NO.

GPA N22641

GOVERNMENT PROPERTY AGENCY

DOC

AIRPORT AUTHORITY

AND

FINANCIAL SECRETARY INCORPORATED

SUBLEASE

OF GOVERNMENT FLYING SERVICE FACILITIES AT HONG KONG INTERNATIONAL AIRPORT

REGISTERED in the Islands
New Territories Land Registry
by Memorial No. 328338
on 4 February 2004

for Land Registrar

Deacons

5th Floor
Alexandra House
16-20 Chater Road
Central, Hong Kong
hongkong@deaconslaw.com
www.deaconslaw.com
Tel : +852 2825 9211
Fax : +852 2810 0431

THIS SUBLEASE is made the 9th day of January 2004 BETWEEN

(1) The AIRPORT AUTHORITY whose principal office is at 1 Cheong Yip Road, Hong Kong International Airport, Lantau, Hong Kong, a statutory body corporate established as the Provisional Airport Authority which has been reconstituted as the Airport Authority pursuant to the Airport Authority Ordinance (Cap.483) (the "Authority" which expression shall include its successors and assigns); and

(2) The FINANCIAL SECRETARY INCORPORATED a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap. 1015) care of Government Property Agency, 31st Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong (the "Tenant" which expression shall include its successors and assigns)

THIS DEED WITNESSES as follows:

1. **Definitions**

"Airport" means Hong Kong International Airport constructed at and in the vicinity of Chek Lap Kok, Hong Kong.

"Conduits" means pipes, cables, wires, ducts, sewers, drains and other service media.

"Government" means the Government of the Hong Kong Special Administrative Region.

"Land Grant" means the Agreement and Conditions of Grant of Chek Lap Kok Lot No.1 dated 1st December 1995 made between the then Government and the Authority and registered in the Islands New Territories Land Registry as New Grant No.7996 as extended by the Extension Letter dated 16th March 1998 and registered in the Islands New Territories Land Registry by Memorial No.262247 as from time to time supplemented, modified or replaced.

"Lot" means the Remaining Portion of Chek Lap Kok Lot No.1 and the Extension thereto.

"Premises" means the site described in Paragraphs A and B of Part 1 of Schedule 1 and any part of it and the buildings at any time constructed or to be constructed on it and any part of them.

"Term" means in respect of the part of the Premises referred to in Paragraph A of Part 1 of Schedule 1, the term of years granted by this sublease commencing from 1st December 1995 and expiring on 27th June 2047 and in respect of the part of the Premises referred to in Paragraph B of Part 1 of Schedule 1, the term of years

Pending Adjudication
Site Sub-Lease
Adjudication Fee Paid $ 050
644473.00

HONG KONG STAMP OFFICE 15. 1. 04

ASST. COLLECTOR
ADJUDICATED NOT CHARGEABLE WITH ANY DUTY

granted by this sublease commencing from 17th March 1997 and expiring on 27th June 2047.

2. **Grant**

In consideration of the Tenant's covenants in this sublease the Authority demises to the Tenant the respective parts of the Premises for the relevant Term together with the additional rights contained in Part 2 of Schedule 1 but excepting and reserving to the Authority the rights contained in Part 3 of Schedule 1.

3. **Tenant's Covenants**

The Tenant hereby covenants with the Authority as follows:

(1) **Service Charge**

As from 6th July 1998 and thereafter throughout the Term to pay to the Authority such fair and reasonable charges as may be agreed between the Tenant and the Authority in respect of any management services or utilities provided by the Authority to the Premises at the Tenant's request to the extent, if any, that such services or utilities are of a recurrent nature and in addition to those necessary and appropriate for the use of the Premises by Government in an efficient and economic manner.

(2) **Outgoings and Utilities**

To pay in full throughout the Term

(a) all existing and future taxes rates and other outgoings whatsoever now or at any time hereafter imposed upon or in respect of the Premises, including any government rent payable in respect of the Premises under the Land Grant or any law (property tax excepted), and

(b) all deposits and charges in respect of electricity, gas, water and telephones as may be shown by the separate meter or meters installed upon the Premises or by accounts rendered to the Tenant for the supply of utilities to the Premises.

(3) **Maintenance and Repair**

At its own cost and expense to maintain, clean, decorate, repair, replace, rebuild and reinstate when necessary the Premises to the intent that the Premises are at all times kept in good and substantial repair, condition and operating order Provided that any replacement or rebuilding of the

Premises shall only be carried out with the prior approval of the Authority (which approval shall not be unreasonably withheld) and shall in all respects comply with the Urban Design Guidelines of the Authority.

(4) **Alterations**

Not without prior notice to the Authority to make any alteration or addition to the structure, exterior or external appearance of the Premises Provided That the Tenant shall have complete discretion, without having to notify the Authority, to carry out all internal non-structural alterations or additions to the Premises.

(5) **User**

Not to use the Premises other than for the uses specified in Schedule 2 or following prior notice to the Authority for the provision of Government services (as specified in any such notice) required for the operation of the Airport.

(6) **Assignment**

Not to assign, mortgage, charge, sublet, part with or share the possession or occupation of or in any other way deal with the Premises or any interest therein unless with the prior consent of the Authority which consent shall not be unreasonably withheld.

(7) **Neatness, Cleanliness and Safety**

To use the Premises in a neat, clean and safe manner and so as not to cause any nuisance or obstruction of any drains or sewers.

(8) **Environment**

(a) To occupy the Premises in a manner which, as far as reasonably practicable, eliminates or reduces vermin and pollution to the environment, whether arising directly or indirectly.

(b) To co-operate in the implementation of the Authority's plan for the management of the environment at the Airport, and shall implement that plan to the fullest extent reasonably practicable insofar as it relates to the occupation of the Premises, including but not limited to the submission of an environmental management plan in such form as may be required by the Authority. The Authority will notify the Tenant of this plan and consult the Tenant when drawing up or amending any terms of

that plan which would apply to or affect the occupation of the Premises.

(c) Unless otherwise exempted, to comply with all ordinances, statutes, regulations, by-laws, published policies, directions, guidelines, recommendations and published technical memoranda of Government relating to the protection of the environment and applicable to the design, construction and operation of the Premises.

(d) To obtain all statutory licences, consents or exemptions (howsoever called) relating to the protection of the environment and which are required for, or to facilitate, the design construction and operation of the Premises.

(9) **No Obstruction or Safety Hazard**

(a) Not to create permit or cause any obstruction or safety hazard on the Premises or in or upon any part of the Airport.

(b) Not without prior notification to the Authority to bring into or upon the Premises or any part of the Airport, including the Passenger Terminal Building, any explosives or highly inflammable goods or substances or any other dangerous or hazardous goods.

(c) In all respects to comply with the Dangerous Goods Ordinance and the Dangerous Goods (General) Regulations (Cap.295) as to the storage of dangerous or hazardous goods as therein defined.

(d) To notify the Authority of the position and general nature of all armouries operated and maintained for the operational or training requirements of the Tenant.

(10) **Security and Operation**

To comply with, so far as the same are applicable to the Premises:-

(a) the Hong Kong Civil Aviation Security Programme;

(b) the Airport Security Programme;

(c) any related aviation or airport legislation, regulations and bye-laws;

(d) the Construction Support Specification;

(c) the Site Procedures Manual; and

(f) the Construction Safety Manual.

(11) **Compliance with Land Grant**

To observe and comply with the conditions (in so far as they relate to the Premises) contained in the Land Grant.

(12) **Indemnity**

Fully and effectively to indemnify the Authority, its officers, employees and agents against any and all losses, liabilities, costs, claims, actions and demands as a result of or in connection with the design, construction or occupation of the Premises or the Tenant's exercise of its rights or performance or breach of its obligations under this sublease. Provided That the scope of this indemnity shall be reduced proportionately to the extent that the act or default of the Authority or its officers, employees and agents caused or contributed to the losses, liabilities, costs, claims, actions or demands.

(13) **Remedy breaches**

To remedy as soon as practicable all breaches of covenant notified to it by the Authority.

4. **Authority's Obligations**

The Authority hereby covenants with the Tenant :-

(1) To permit the Tenant (duly performing and observing the Tenant's covenants contained in this sublease) to have quiet possession and enjoyment of the Premises during the Term without any interruption by the Authority or anyone lawfully claiming under or through or in trust for the Authority.

(2) To maintain in good and tenantable repair and condition all main ducts, cables, pipes, conduits and other facilities used in providing the management services or utilities referred to in Clause 3(1) hereof.

(3) To pay property tax (if any) in respect of the Premises.

5. **Termination**

(1) (a) If the Authority in furtherance of its statutory duties requires the occupiers of the Premises to be relocated from the whole or any part of the Premises or considers, in its reasonable opinion, that the whole or any part of the Premises is not in use for a period of not less than 6 months, or is not properly required for the use permitted under this sublease, it shall be entitled to terminate the Term in relation to the whole or (as the case may be) the relevant part of the Premises by service on the Tenant of not less than 6 months' notice to that effect.

(b) Upon expiry of a notice under sub-clause 5(1)(a), the Term shall terminate in relation to the whole or the relevant part of the Premises.

(c) The Authority shall not exercise its right to terminate under sub-clause 5(1)(a) on the ground that it requires the occupiers of the Premises to be relocated, except upon terms that the relocation is made at the reasonable expense of the Authority to alternative premises provided by the Authority and otherwise in accordance with the Land Grant.

(2) Following termination of the Term this sublease shall be of no further effect, or (in the case of termination in part under sub-clause 5(1)) of no further effect in relation to the relevant part of the Premises, but without prejudice to the rights of either party against the other in respect of breach of obligation under this sublease before termination.

6. **No Implied Rights**

Neither section 16(1) of the Conveyancing and Property Ordinance (Cap. 219) nor any other rule which might otherwise have implied a grant of any right, easement or quasi easement shall apply in relation to this sublease.

7. **Notice**

Any notice, notification or other communication under or in relation to this Agreement shall:

(1) be given or made in writing and shall be delivered by hand to, or sent by prepaid post or by facsimile to the address or facsimile number previously communicated for that purpose by the Government Property Administrator and the parties to this sublease, or such other address or facsimile number as the party to which it is given or made may have for

the time being substituted therefor by notice in accordance with this Clause 7 to the party giving or making the same, and

(2) in the case of delivery

(a) by hand or sending by post be effectively given or made upon receipt at that address;

(b) by facsimile be deemed to be effectively given or made upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

8. Costs and Expenses

All costs and expenses in connection with this sublease, including all stamp, registration and similar duties shall be borne by the Authority absolutely except that the Authority and the Tenant shall each bear their own legal expenses in relation to the preparation, negotiation and perfection of this sublease.

IN WITNESS of which the parties have executed this sublease on the date which appears first on page 1.

THE SEAL of the)
AIRPORT AUTHORITY was affixed)
hereto and authenticated by)
DAVID J PANG)
CHIEF EXECUTIVE OFFICER)
of the Airport Authority)

SEALED with the official seal of)
THE FINANCIAL SECRETARY)
INCORPORATED and)
SIGNED and DELIVERED by)
Henry Tang Ying-yen, the Financial Secretary,)
by Lam Kin Ha, the Chief Property)
Manager, to whom his power of execution)
has been delegated in accordance with)
Section 4 of the Financial Secretary)
Incorporation Ordinance in the)
presence of :)

Ms S Y CHOW
Executive Officer
Government Property Agency

SCHEDULE 1

Part 1
The Premises

A. The land on the Lot shown for the purposes of identification coloured grey on the Plan annexed to this sublease having an area of 74,618 square metres approximately and the buildings and other structures now constructed or to be constructed on it by or on behalf of the Tenant, but excluding the subsoil below it except those parts of the subsoil now or at any time in future occupied by those buildings and structures and the foundations thereof.

B. The land on the Lot shown for the purposes of identification coloured pink on the Plan annexed to this sublease having an area of 5,042 square metres approximately and the buildings and other structures now constructed or to be constructed on it by or on behalf of the Tenant, but excluding the subsoil below it except those parts of the subsoil now or at any time in future occupied by those buildings and structures and the foundations thereof.

Part 2
Additional rights

The following rights in common with the Authority and all others entitled to similar rights:

1. The right of access to and from the Premises over

   (a) the areas of the Lot which are open to the public, and

   (b) subject to the Tenant's obtaining all necessary permits or approvals and its observance of the conditions applicable, the restricted area and other areas in the Airport as the case may be so far as the same are necessary for the use and enjoyment of the Premises.

2. The rights to make connections (in such form as the Authority shall approve in writing) to the Conduits serving the Premises (subject to temporary interruption for repair, alteration and replacement).

3. The right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Premises through the Conduits and the right to use and receive the benefit of any services and facilities for common use.

4. The right of support as required by the Premises.

Part 3
Rights reserved to the Authority

1. The rights to use all Conduits in, under or over the Premises other than those which exclusively serve the Premises and to install and maintain new Conduits in, under or over the Premises.

2. The right to enter the Premises on reasonable notice (except in case of emergency)

   (a) to inspect the Premises; and

   (b) to carry out with due care and diligence any works or services to any other part of the Airport which cannot otherwise be conveniently accessed provided that the Authority shall make good any physical damage caused to the Premises resulting from or in connection with such works or services but without any other liability whatsoever other than liability for death or personal injury resulting from negligence.

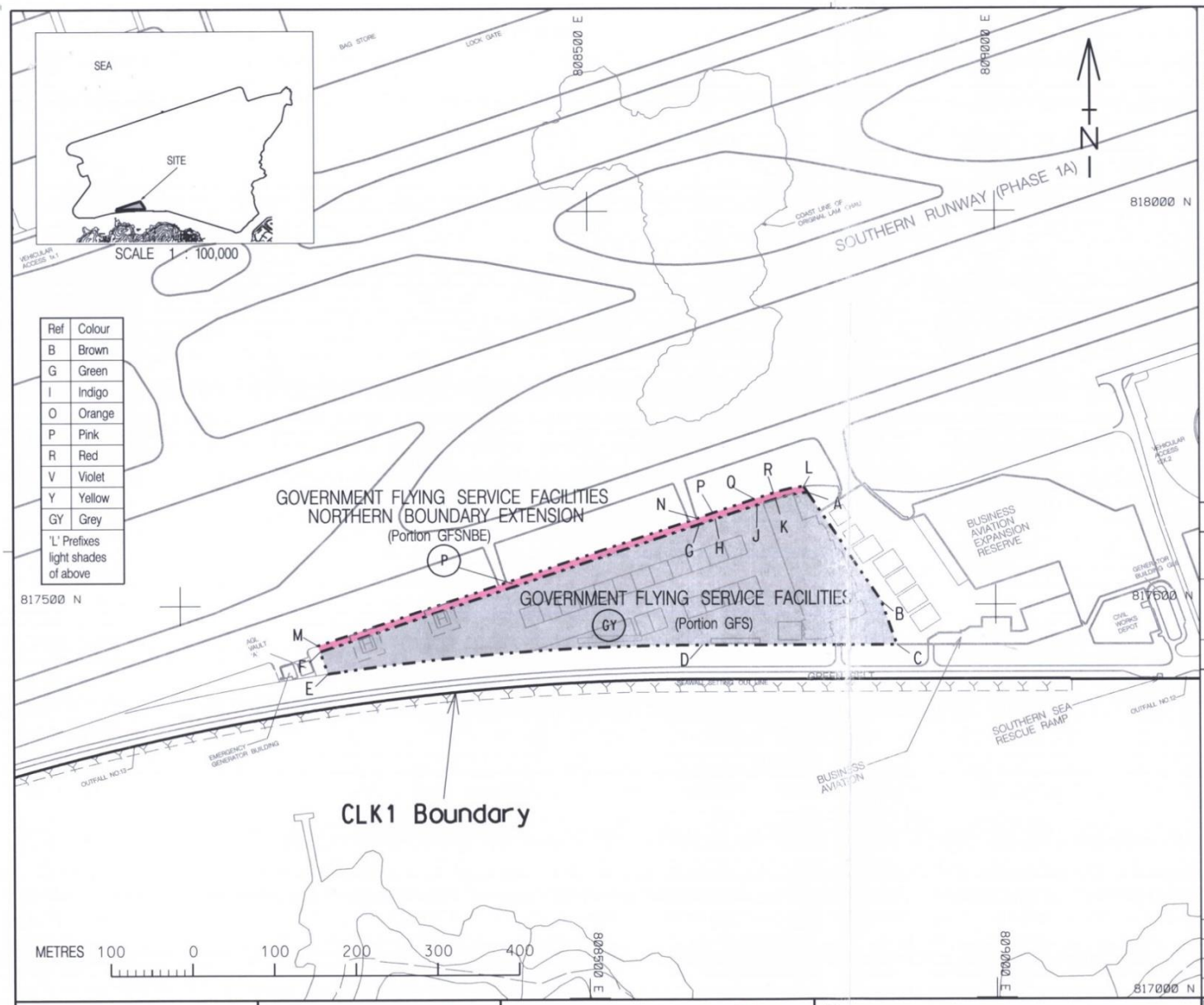
3. All rights of light, air and other easements over or belonging to any land or premises other than the Premises.

4. The right to build, alter and carry out works on any other part of the Airport or other land notwithstanding any interference with the access of light and air to the Premises or the rights contained in Part 2 of this Schedule.

SCHEDULE 2

User

Government Flying Service for the provision of emergency flying service to the community and flying support to the Government as well as the operation of a staff canteen.



Ref	Colour
B	Brown
G	Green
I	Indigo
O	Orange
P	Pink
R	Red
V	Violet
Y	Yellow
GY	Grey
'L' Prefixes light shades of above	

SUBJECT LOT COORDINATES & DIMENSIONS:

Boundary Point	Bearing	Distance	Radius	N	E
SUBJECT PORTION GFS-					
A				817642.546	808769.276
B	146° 44′ 44″	165.165		817504.428	808859.845
C	160° 59′ 31″	58.511		817449.107	808878.902
D	269° 59′ 41″	239.192		817449.085	808639.710
E (chord)	265° 34′ 13″	460.260	3039.338	817413.537	808180.825
F	340° 58′ 24″	29.684		817441.599	808171.148
G	070° 58′ 28″	492.029		817601.994	808636.300
H	070° 22′ 51″	20.812		817608.982	808655.904
J	071° 05′ 45″	54.027		817626.486	808707.017
K	071° 18′ 26″	24.057		817634.196	808729.805
A (chord)	078° 03′ 19″	40.345	181.764	817642.546	808769.276

SUBJECT LOT COORDINATES & DIMENSIONS:

Boundary Point	Bearing	Distance	Radius	N	E
SUBJECT PORTION GFSNBE-					
L				817650.057	808764.350
A	146° 44′ 29″	8.982		817642.546	808769.276
K (chord)	258° 03′ 19″	40.345	181.764	817634.196	808729.805
J	251° 18′ 26″	24.057		817626.486	808707.017
H	251° 05′ 45″	54.027		817608.982	808655.904
G	250° 22′ 51″	20.812		817601.994	808636.300
F	250° 58′ 28″	492.029		817441.599	808171.148
M	340° 58′ 26″	8.000		817449.162	808168.540
N	070° 58′ 28″	491.988		817609.544	808633.653
P	070° 22′ 59″	20.820		817616.534	808653.265
Q	071° 05′ 44″	54.092		817634.059	808704.439
R	071° 18′ 24″	24.125		817641.791	808727.291
L (chord)	077° 25′ 33″	37.970	189.764	817650.057	808764.350

PORTION OF R.P. CLK LOT 1 & EXTENSION	AREA (about)
GOVERNMENT FLYING SERVICE FACILITIES Portion GFS (coloured grey)	74,618 m^2
GOVERNMENT FLYING SERVICE FACILITIES NORTHERN BOUNDARY EXTENSION Portion GFSNBE (coloured pink)	5,042 m^2
TOTAL AREA =	79,660 m^2

ISM328338(1/1)

IS M/N 328338

Rev.	Description	Revised By	Date
C	TITLE REVISED	NOEL	09-09-03
B	BOUNDARY REVISED	NOEL	21-11-02
A	FIRST ISSUE	NOEL	23-10-02

FOR OFFICIAL USE

EXAMINED BY :

ACCEPTED FOR RECORD BY :

SURVEY REFERENCE : AEM / SRP / S / 0056
SURVEY DISTRICT : NEW AIRPORT
DATE OF SURVEY : 18-10-02
SURVEY SHEET NO. : 9 (SERIES HM20C)

1 Cheong Yip Road,
Hong Kong International Airport,
Lantau, Hong Kong.
Tel : (852) 2188 7111
Fax : (852) 2824 0717

香港機場管理局 AIRPORT AUTHORITY HONG KONG

Title

SUBLEASE OF GOVERNMENT FLYING SERVICE FACILITIES AT R.P. OF CHEK LAP KOK LOT 1 & EXTENSION HONG KONG INTERNATIONAL AIRPORT

Drawn by	Date	Surveyed by	Date
NOEL SO	23-10-02	AA SURVEY	18-10-02
Job No.		Scale	
S / 03 / 091		1 : 5000	
Checked by		Approval for Issue	

Hong Kong International Airport

Drawing No. Land Boundary Plan

SVY / LBP / S / 0005

Loc.	Work code	Rev.
GFS	LBP	C

Dated the day of 20

.....

The Financial Secretary Incorporated

and

.....

T E N A N C Y A G R E E M E N T

relating to

The Government canteen on Portion of the Ground Floor,
Government Flying Service Headquarters,
No.18 South Perimeter Road,
Hong Kong International Airport,
Lantau Island, New Territories, Hong Kong

.....

Tenancy No. : GPA N22641

Rent : HK$ per calendar month (exclusive of rates, management fees, charges and any other outgoings whatsoever) as specified in the Second Schedule to this Agreement.

Term : Three years commencing on the day of 20 subject to the provisions for renewal for a further term of three years as stipulated in Special Condition No. (23) of the Third Schedule to this Agreement.

Government Property Agency
Hong Kong