

DATED the 27th day of April 2026

OMAHA INVESTMENTS LIMITED

and

AEON STORES (HONG KONG) CO., LIMITED
永旺(香港)百貨有限公司

TENANCY AGREEMENT

of

Units 208, 215 and 216 on the 2nd Floor

of

HUTCHISON LOGISTICS CENTRE



註冊摘要編號 Memorial No.:
26051202430025

本文書於2026年5月12日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 12 May 2026.

土地註冊處處長
Land Registrar



DOC

註冊摘要編號 Memorial No.:
26051202430025

SC/TW/MI
HLC-208, 215 & 216 (2026)
16.03.2026

Grandall Zimmon Lam Tran
WSM/TA 1261657/ymc



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THIS AGREEMENT is made the 27th day of April Two thousand and twenty six

Parties BETWEEN OMAHA INVESTMENTS LIMITED whose registered office is situate at 7th Floor, Cheung Kong Center, 2 Queen's Road Central, Hong Kong ("the Landlord"); and AEON STORES (HONG KONG) CO., LIMITED 永旺(香港)百貨有限公司 whose registered office is situate at G-4th Floor, Kornhill Plaza (South), 2 Kornhill Road, Hong Kong ("the Tenant").

WHEREAS :-

- (1) The Landlord has agreed to let and the Tenant has agreed to take All That the Premises (as hereinafter described) upon the terms and conditions hereinafter appearing.
(2) Consent of the Government of the Hong Kong Special Administrative Region ("the Government") to enter into this Agreement has been obtained pursuant to Special Condition (2) of the Conditions (as hereinafter defined).

NOW IT IS HEREBY AGREED as follows:-

DEFINITIONS

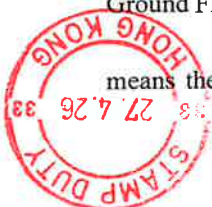
1.(1) In this Agreement, the following expressions shall have the following meanings:

"the Building" means the entire structure erected or to be erected on the Lot comprising a container freight station and distribution centre including the foundations thereof and all fixtures, fittings, additions and alterations thereto other than the Cranes, the Crane Rail system and associated apparatus and electrical supply running from the sub-station serving the Ground Floor of the Building and the floor slabs on the Ground Floor of the Building, and known as Hutchison Logistics Centre 和黃物流中心.

"the Building Common Areas" means the entry and exit gates, accessways, service roads, service areas, vehicle turning areas, staircases, passageway and landings, lift lobbies, lift docks, lift shafts, plant and machine rooms, toilets and any landscaped or open areas within the Lot and all other areas intended for the common use and benefit of all owners and/or occupiers, as more particularly shown on the Plans annexed to the Deed of Mutual Covenant and thereon coloured Green.

"the Building Common Facilities" means the lighting system, fire fighting equipment, fire alarms, security alarms and systems, traffic control system, lifts, Service Media, communal television antennae, public address systems and other facilities for the common use and benefit of all owners and/or occupiers but excluding the Cranes, the Crane Rail System associated apparatus and electrical supply running from the sub-station serving only the Ground Floor of the Building.

"the Common Way" means the road shown on the Ground Floor Plan annexed to the Deed of Mutual



Covenant and thereon coloured Yellow, which is intended for the common use and benefit of the owners and/or occupiers of the Building; and the ramp and associated roadway for access to the Building as shown on the Plans annexed to the Deed of Mutual Covenant and thereon coloured Blue.

"the Conditions" means the Particulars and Conditions of Grant by Private Treaty deposited and registered in the Land Registry as New Grant No.TW5381 as modified by a Modification Letter dated 7th December 1976 registered in the said Land Registry by Memorial No.TW140959 and a Modification Letter dated 21st November 1984 registered in the said Land Registry by Memorial No.TW335216 and an Extension Letter dated 16th January 1989 registered in the said Land Registry by Memorial No.TW564476 as New Grant No.6691 and a Modification Letter dated 28th September 1994 registered in the said Land Registry by Memorial No.TW977652 and a Modification Letter dated 12th December 1995 registered in the said Land Registry by Memorial No.TW1033314 and a Particulars and Conditions of Extension of Lease Term dated 12th December 1995 registered in the said Land Registry by Memorial No.TW1038012 and a Modification Letter dated 10th June 1996 registered in the said Land Registry by Memorial No.TW1069562 as from time to time varied or modified or extended, and as may be modified by the Government Lease or Leases (if any) to be granted by the Government.

"the Deed of Mutual Covenant" means a Deed of Mutual Covenant in respect of the Lot dated 14th August 1989 and registered in the Land Registry by Memorial No.TW608311.

"the Lot " means Kwai Chung Lot No.4 and Extension thereto more particularly defined in the Conditions.

"the Manager" means the manager appointed to undertake the general management of the Building pursuant to the Deed of Mutual Covenant.

"Occupation Permit" means a Temporary or Permanent Occupation Permit issued by the Building Authority.

"the Premises" means All That Portion of the Building known as Units 208, 215 and 216 on the 2nd Floor of the Building shown for the purpose of identification only coloured Pink on the Plan attached hereto the approximate area of which is 103,524 square feet (lettable).

"Service Media" means all channels, ducts, gutters, shafts, cisterns and tanks and all pipes, wires, cables and meters for the supply of water, gas, electricity and other utilities and any forms of telephonic communication and data transfer and all sewers, drains, water courses, soil pipes, wires and cables other than those belonging to the relevant supply authorities and all air conditioning and ventilation systems.

"the Rent" means the rent payable by the Tenant as provided in Schedule I hereto.

(2) Gender In this Agreement, reference to the singular shall include the plural and reference to one gender shall include reference to other genders and words importing persons



shall include companies and corporations and vice versa.

- (3) Marginal Notes The Marginal Notes, Headings and Index and intended for guidance only and do not
Heading & Index form a part of this Agreement nor shall any of the provisions of this Agreement be
construed or interpreted by reference thereto or in any way affected or limited
thereby.

AGREEMENT TO RENT AND TERM

2. The Landlord shall let and the Tenant shall take All That the Premises erected on the Lot Subject to the provisions of the Deed of Mutual Covenant and Subject to the rule and regulations made pursuant to Clause 9(8) hereof in force from time to time TOGETHER with the right for the Tenant and his duly authorised servants, invitees, licensees and agents and the Landlord and all others having the like right from time to time (1) to pass and repass over and along the Building Common Areas and the Common Way as may be necessary for the purpose of obtaining access to or egress from the Premises for the purpose of the Tenant's business; (2) with vehicles to pass and repass over and along the access road and the ramps to and within the Building and the service areas of the Building for the purpose of obtaining access to or egress from the Premises for the purpose of the Tenant's business; (3) the right to use the Building Common Areas and the Building Common Facilities and the Common Way for a term of years more particularly set out in Schedule I hereto (which term or any other extended term hereunder shall hereinafter be referred to as "the Term") EXCEPT AND RESERVED to the Landlord the rights hereinafter mentioned YIELDING AND PAYING therefore during the Term monthly and every calendar month the Rent (exclusive of Rates, the Management Charges and the Charges for Chilled Water Supply) as set out in Schedule I hereto which shall be payable in Hong Kong Currency in advance on the 1st day of each and every calendar month the first of such payments to be apportioned according to the number of days then unexpired in the month in respect of which such payment is due and the last of such payments to be apportioned according to the number of days of the Term remaining in the month in respect of which such payment is due.

TENANTS OBLIGATIONS

3. The Tenant hereby covenants with the Landlord as follows:-

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| Rent | (1) | To pay to the Landlord the Rent, without any deduction, abatement or set-off whatsoever on the days and at the time and in the manner herein provided. |
| Rates, Taxes, etc. | (2) | (a) To pay the Rates which are now or may hereafter during the Term be assessed and imposed by the Government upon the Premises or a fair proportion of the Rates imposed by the Government on the Building, such proportion to be assessed by the surveyors for the time being of the Landlord whose assessment shall be final and binding on the Tenant. Without prejudice to the generality of this Clause the Tenant shall pay all Rates imposed on the Premises in the first place to the Landlord who shall settle the same with the Government and in the event of the Premises not yet having been assessed to Rates the Tenant shall pay to the Landlord a sum estimated by the Landlord to be likely the Rates which would be charged by the Government on the basis of a rateable value equal |



to twelve months' Rent payable by the Tenant on account of the Tenant's liability under this Clause.

- (b) To pay and discharge all taxes, assessments, duties, charges, impositions and outgoings of an annual or recurring nature now or hereafter to be assessed, imposed or charged by the Government or other lawful authority upon the Premises or upon the owner or occupier thereof (Government Rent and Property Tax only excepted).

Utility Charges (3) To pay the electricity gas and water charges in respect of the Premises and to make all necessary deposits for the supply of electricity gas and water to the Premises when required, and to comply with all requirements of the electricity gas and water authorities or suppliers (including rewiring the Premises if so required).

Management Charges (4) To pay the Landlord or the Manager (as directed) Management Charges in respect of the Premises more particularly set out in Schedule I hereto from the commencement of the Term.

Chilled Water Supply (5) To pay the Charges for Chilled Water Supply (if supplied) as more particularly set out in Schedule I hereto.

Maintenance of Interior (6) To constantly maintain and keep the whole of the interior of the Premises and every part thereof in proper and tenable repair and condition including all fixtures and fittings therein.

Access for Landlord (7) (a) To permit the Landlord and all persons authorised by it at all times after giving prior written notice (save in case of emergency) to enter into the Premises to view the condition thereof and to give notice in writing to the Tenant of all defects and want of repair there found and for which the Tenant shall be liable hereunder and specifying the remedial works to be done; and within one month after every such notice well and sufficiently to repair and make good such defects and want of repair whereof any such notice shall have been so given or left. If the Tenant shall fail to repair and make good such defects, then the Landlord shall carry out such repairs at the costs of the Tenant, which shall be a debt due from the Tenant to the Landlord and forthwith recoverable by action.

- (b) To permit the Landlord and persons duly authorised by it with all necessary workmen and appliances at all times on giving prior written notice specifying the works to be performed (save in case of emergency) to enter upon the Premises for any purpose in the opinion of the Landlord necessary to enable it to comply with the covenants on its part in the Conditions so far as the same are not performed by the Tenant.



- (c) To permit the Landlord and its duly authorised agents workmen and other appointed by it at all times during the Term to enter into and upon the Premises and to execute any works of renewal cleansing alteration or repair to any adjacent or neighbouring premises or to the Building.
- Landlord's Rules (8) Without prejudice to Clause 4(10) hereof to observe and comply with all rules and regulations applicable to tenants of the Building which may be issued by the Landlord pursuant to clause 9(8) hereof.
- Insurance (9) (a) To effect adequate insurance including but not limited to Public Liability Insurance to protect its interests and those of the Landlord and his agents up to a limit as specified by the Landlord and updated from time to time and a copy of the policy and renewal receipt shall be provided to the Landlord each year.
- (b) To take out insurance to cover liability caused by or attributable to the use of fork lift trucks, tractor and trailers within the Premises or the Building in connection with the Tenant's trade.
- Indemnity (10) To be wholly responsible for any loss damage or injury caused to the Landlord or any person whomsoever or any property whatsoever of the Landlord or of any person whether directly or indirectly through the defective or damaged condition of any part of the interior of the Premises (including door and windows) or any fittings, fixtures or wiring therein for the repair of which the Tenant is responsible hereunder or through or in any way owing to the spread of fire or smoke or the overflow of water from the Premises or any part thereof or through the act, default or neglect of the Tenant, his servants, agents, licensees or customers and to make good the same by payment or otherwise and shall indemnify the Landlord against all claims demands actions costs and expenses and legal proceedings whatsoever made upon the Landlord by any person in respect thereof.
- Default of Tenant's Employees, etc. (11) To be liable for any act default or negligence of the Tenant's employees invitees or licensees in respect of the use of the Premises and to indemnify the Landlord against all costs claims demands expenses or liability to any third party in connection therewith.
- Fork Lift Trucks (12) To ensure that all fork lift trucks and other mechanical handling equipment on the Premises or within the Building are properly serviced and maintained and kept in good mechanical and working order and that all persons driving or using the same are competent and properly licenced if any such licence is or may be required, and insured to do so at all times.
- Statutory Restriction (13) To observe and perform all regulations imposed by any Department of the Government in relation to or in respect of the carrying on of the trade or business on the Premises.



Delivery-up (14) At the expiration or sooner determination of this Agreement to deliver up to the Landlord the Premises in such good repair and condition as aforesaid together with any additional erections or improvements which the Tenant may have made upon or in the Premises without payment of any compensation for the same provided that the Landlord may if it so desires require the Tenant to remove any fixtures which were installed by the Tenant (whether with or without the Landlord's consent) and the Tenant shall at its own costs make good any damage caused thereby and reinstate the Premises.

PROHIBITIONS & RESTRICTIONS

4. The Tenant hereby covenants with the Landlord as follows:-

Alterations (1) Not to make any alterations in or additions to the Premises and any Landlord's fixtures and fittings without submitting plans and details for the previous consent in writing of the Landlord and having obtained such consent not to make any alterations or additions which contravene the Deed of Mutual Covenant or any Government regulations or any condition imposed by the Landlord or the Government in respect of the Building or the Premises or the use thereof.

Fire-Fighting Equipment (2) All fire-fighting equipment as installed in the Premises shall be and remain the property of the Landlord and the Tenant shall take due care thereof and in particular the Tenant shall not allow such equipment to be moved to any other position nor shall the Tenant injure or interfere with such fire fighting equipment or allow any other person to injure or interfere with the same.

Fire Fighting Equipment and Electrical Works (3) Not without the prior written consent of the Landlord to carry out the following works, which shall be carried out by a contractor appointed or approved by the Landlord at the expense of the Tenant:-

(a) extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment;

(b) installation or repair works to the electrical wiring from the switch rooms to any part of the Building.

External Signs (4) Not to erect, install or otherwise affix any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever either of a permanent or temporary nature extending outside the exterior of the Building.

Air-Conditioning (5) Not without the prior written consent of the Manager to install air-conditioning through any window or external wall of the Building.

Signs, Advertisement, etc. (6) Not without the prior written consent of the Landlord or the Manager to



erect, install or otherwise affix any signs, signboards, notices, advertisement of a permanent or temporary nature in or at the Building Common Areas or the Common Way.

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| Opening of Walls/Column | (7) | Not to make any openings on any part of the exterior walls or any columns of the Building. |
| Smoke Lobby Doors | (8) | Not to alter the position of the smoke lobby doors or to make any additions to such doors or to lower the fire resistant periods of such doors. |
| Ventilation | (9) | Not to close any openings, existing vents, shafts, etc. designed for ventilation purpose. |
| Illegal User | (10) | Not to use the Premises or any part thereof for any illegal purposes or for any purpose which is in contravention of the terms and conditions contained in the Conditions, the Deed of Mutual Covenant, the House Rules and the Traffic Regulations from time to time in force and to indemnify the Landlord against the breach non-observance or non-performance thereof. |
| User | (11) | Not to use the Premises for any purpose other than as a warehouse and container freight station under the trade/business name of Aeon Stores (Hong Kong) Co., Limited. |
| Cold Storage | (12) | Not to use the Premises or any part thereof to operate a public cold storage business which shall mean the business of accepting goods from the public or part of the public for storage of goods in a temperature controlled environment but excluding the business relating to the handling or custody of containers with cold storage facility or the operation of any public storage business involving other forms of air-conditioning or temperature control exceeding 10 degree celsius. |
| Not To Contravene Conditions | (13) | Not to do, omit to do or permit to be done anything which would breach or contravene the terms and conditions of the Conditions. |
| Parking and Access | (14) | (a) Not to use those part of the Building not so designated by the Manager for parking loading and unloading of containers and motor vehicles which are being used for the purpose of collecting or delivering goods to or from the Premises or which are otherwise used in connection with the business being carried on from the Premises and for no other purpose whatsoever.

(b) Not to conduct its business being carried on from and/or in the Premises in such a way as to cause the traffic seeking access to or egress from the Premises to block impede or interfere with other traffic seeking access to or egress from the Building or other premises in the Building, or to conduct its business being carried on in the premises adjoining the Building in such a way as would |



be prejudicial or unfair to other tenants of the Landlord in the Building.

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| Restrictions by the Government | (15) | (a) Not to erect on the Premises any walls or partitions which contravene any Government regulations or any condition imposed by the Government in respect of the Building or the Premises or the use thereof. |
| | | (b) Not to use the Premises or any part thereof as offices nor to erect offices on any part of the Premises except in accordance with all Government regulations and all conditions imposed by the Government in respect of the Building or the Premises or the use thereof. |
| | | (c) To use the offices or office space for which consent or approval has been obtained pursuant to sub-clause (b) above solely in connection with the business of the Tenant being carried on from the Premises. |
| Container Repairs | (16) | Not to use or permit to be used any part of the Premises for the purpose of carrying out any repair work (other than running repairs of a minor nature) to containers except with the consent of the Landlord and in conformity with the terms of all relevant Ordinances, Government Regulations, Orders and approval and in particular no welding or other use of oxy-acetylene powered tools shall be used in or on any part of the Premises. |
| Dangerous Goods | (17) | Not to keep or permit or suffer to be kept within the Premises or any part thereof any materials of a dangerous combustible or explosive nature the keeping of which contravenes any Ordinance or Order or local registration or bye-laws. |
| Storage of Waste | (18) | Not to put or place any dust-bins, garbage cans, furniture chattels or refuse or store any goods or any other things in the exit gate area, accessways, service roads, service areas, vehicle turning areas, carparking areas, entrance-halls, staircases, landings, lift docks, passages, corridors and other common parts of and in Building but to provide suitable covered receptacles for and arrange for disposal of all refuse and waste in accordance with the Landlord's directions from time to time. |
| Smoke Restrictions | (19) | Not to install any furnace, boiler, compressors, generators or other plant or equipment in the Premises or use any fuel that might in any circumstances produce smoke without first obtaining permission in writing from the Commissioner for Labour or other appropriate Government authority. |
| Lifts | (20) | Not to overload the lifts in the Building in excess of their maximum capacity and to be responsible for any damage caused by any breach hereof. |
| Floor Loading | (21) | Not to store or place any goods machinery or other things on or in any part |



of the Premises which impose a loading exceeding 17 kPa in Godown areas and 4 kPa in office area.

- Nuisance (22) Not to do or permit or suffer to be done anything in or upon the Premises or any part thereof which may at any time be or become a nuisance or annoyance to the Landlord or the tenants or occupiers of the other portions of the Building or of the neighbouring premises or which may produce any offensive noise, vibration or odour and to take all such precautions as the Landlord shall require to prevent or minimize damage to the Premises from the Tenant's operations.
- Insurance against Fire/Third Party (23) Not to do or cause or permit or suffer to be done anything whereby the insurance of the Premises or of the Building against fire or liability to Third Parties for the time hereof subsistency may be rendered void or voidable or whereby the premium for such insurance may be liable to be increased and to indemnify the Landlord against any such increased or additional premium as shall have been brought about or caused by the Tenant's act or default.
- Sleeping or Domestic Use (24) Not to use or permit or suffer the Premises or any part thereof to be used as sleeping quarters or as domestic premises within the meaning of the Landlord and Tenant (Consolidation) Ordinance or similar legislation for the time being in force nor to allow any person to remain in the Premises overnight Provided That if the Tenant wishes to have a watchman to remain in the Premises in order to look after the contents thereof during the night the written consent of the Landlord shall first be obtained.
- Non-Alienation (25) Not to assign, underlet, sublet or part with possession of or transfer the Premises or any part thereof or any interest therein, nor permit or suffer any arrangement or transaction whereby any person who is not a party to this Agreement obtains the use, possession, occupation or enjoyment of the Premises or any part thereof irrespective of whether any rental or other consideration is given therefor. Without in any way limiting the generality of the foregoing, the following acts and events shall, unless approved in writing by the Landlord, be deemed to be a breach of this sub-clause:-
- (a) 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.
 - (b) In the case of a Tenant who is an individual (including a sole surviving partner of a Tenant which is a partnership) the death, insanity or other disability of that individual, to the intent that no right to use, possess, occupy or enjoy the Premises or any part thereof shall vest in the executors, administrators, personal representatives, next of kin, trustee or committee of any such individual.



- (c) In the case of a Tenant which is a corporation, any take-over, reconstruction, amalgamation, merger or voluntary liquidation or change in the person who owns a majority of its voting shares or in who otherwise has effective control thereof.
- (d) The giving by the Tenant of a Power of Attorney or similar authority whereby the donee of the power obtains the right to use, possess, occupy or enjoy the Premises or any part thereof or does in fact use, possess, occupy or enjoy the same.
- (e) The change of the Tenant's trade/business name without the previous written consent of the Landlord.

DEPOSIT

5. Deposit
- (1) The Tenant shall deposit and at all times hereafter during the Term maintain with the Landlord as security for the due payment of the Rent, Rates, Management Charges, and Charges for Chilled Water Supply and the due performance and observance of the terms, stipulations and conditions on the part of the Tenant herein contained such sums as shall be equivalent to the number of months Rent, Management Charges and Charges for Chilled Water Supply payable as set out in Schedule I hereto ("the Deposit"). The Deposit shall be retained by the Landlord throughout the Term free of any interest to the Tenant and in the event of any breach or non-observance or non-performance by the Tenant of any of the said agreements, stipulations or conditions aforesaid, the Landlord shall be entitled to terminate this Agreement in which event the Deposit shall be absolutely forfeited to the Landlord by way of liquidated damages (and not as penalty). Notwithstanding the foregoing, the Landlord may in any such event at its own option elect not to terminate this Agreement but to deduct from the Deposit the amount of any losses or damages incurred by the Landlord in consequence of the breach, non-observance or non-performance by the Tenant in which event the Tenant shall, as a condition precedent to the continuation of the tenancy, deposit with the Landlord the amount so deducted and, if the Tenant shall fail so to do, the Landlord shall forthwith be entitled to re-enter on the Premises and to determine this Agreement, in which event the whole of the Deposit shall be forfeited to the Landlord as hereinbefore provided.
- Increase of Deposit
- (2) At any time during the Term if the Rent, Management Charges or Charges for Chilled Water Supply shall be increased pursuant to the terms and provisions herein contained or pursuant to any amendments to this Agreement, the Tenant shall forthwith deposit with the Landlord such additional sum as may be required such that the Deposit shall at all times be equivalent to the required number of months Rent, Management Charges and Charges for Chilled Water Supply as set opposite the term "Deposit" in Schedule I hereto.



Repayment of Deposit (3) Subject as aforesaid the Deposit shall be refunded to the Tenant by the Landlord without interest within 30 days after the expiration or sooner determination of this Agreement and the delivery of vacant possession of the Premises to the Landlord provided that all the Tenant's agreements, terms and conditions shall have been duly performed and observed or within 30 days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach, non-observance or non-performance of any of the agreements, stipulations or conditions herein contained and on the part of the Tenant to be observed and performed, whichever is the later.

LANDLORD'S OBLIGATIONS

6. The Landlord hereby covenants with the Tenant as follows:-

Quiet Enjoyment (1) That the Tenant paying the Rent hereby reserved and monies payable under this Agreement and performing and observing the agreements by the Tenant herein contained may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through or under or in trust for either of them.

Government Rent (2) To pay the Government Rent reserved by the Conditions.

DEFAULT

7. Default (1) If and whenever any part of the Rent, Rates, Management Charges, Charges for Chilled Water Supply or any other sum hereby reserved or required to be paid by the Tenant shall be in arrears for 14 days (whether the same shall have been formally demanded or not) or if and whenever there shall be a breach of any of the agreements by the Tenant herein contained or if the Tenant shall be wound up (save for the purpose of amalgamation for reconstruction) or shall enter into any composition or arrangement with its creditors or shall suffer execution to be levied upon any of the Tenant's goods or effects, the Landlord shall upon the happening of any such event be entitled to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine and the Deposit paid under Clause 5 hereof shall be absolutely forfeited to the Landlord as liquidated damages (and not as penalty) but without prejudice to any rights which may have accrued to the Landlord by reason of any antecedent breach of any of the obligations on the part of the Tenant herein contained or the recovery by the Landlord of any unpaid Rent, Rates, Management Charges or any other sum payable by the Tenant to the Landlord pursuant to the provision of this Agreement.

Landlord and Tenant Ordinance Part III (2) For the purpose of Part III of the Landlord and Tenant (Consolidation) Ordinance, (Cap.7) of the Laws of Hong Kong, and for the purpose of these presents the Rent in respect of the Premises shall be deemed to be in arrears



if not paid in advance as stipulated in Clause 2 hereof.

- Collection Charges, Interests, etc. (3) Without prejudice to any other rights or remedy of the Landlord hereunder or at law, if the Rent, Rates, Management Charges or Charges for Chilled Water Supply hereby reserved or any part thereof or any other sum payable by the Tenant to the Landlord pursuant to the provisions of this Agreement shall not have been paid upon the date whereon payment of the same is due then the Tenant shall pay to the Landlord interest upon the Rent, Rates, Management Charges, Charges for Chilled Water Supply or other sums at the rate equal to the annual rate of 2% above prime rate quoted from time to time by Hongkong and Shanghai Banking Corporation Limited until the Rent or Rates or Management Charges or Charges for Chilled Water Supply or other sums shall have been paid, such interest to be calculated on a daily basis. Interest payable by the Tenant upon arrears of the Rent shall not itself be deemed to be rent. In addition the Tenant shall forthwith upon demand pay to the Landlord the amount of all legal costs and other expenses incurred by the Landlord in collecting or attempting to collect Rent, Rates, Management Charges, Charges for Chilled Water Supply or any other sum which shall not have been paid upon the due date together with the interest thereon in accordance with the foregoing provision.
- Right to Perform Tenant's Covenants (4) If at any time and so often as the same shall happen the Tenant shall make default in the observance or performance of any of the Tenant's covenants or agreements herein contained, or shall have failed to make any payment of money undertaken by it to be paid, then the Landlord may, but shall not be obliged to, without waiving or releasing the Tenant from its obligations under this Tenancy Agreement, itself observe and perform the covenants or agreement or make the payment the Tenant has failed to make; and all monies so paid by the Landlord and all costs and expenses incurred by the Landlord in performing the covenants or agreements including without limitation, legal costs as between solicitor and client, with interest thereon as provided in Sub-Clause (1), be a charge on the Premises in favour of the Landlord in priority to the interest of the Tenant or anyone claiming through or under the Tenant and all such monies, costs and expenses shall be payable forthwith by the Tenant and the Landlord shall have the same rights and remedies against the Tenant and may take such steps for the recovery thereof as for the recovery of Rent or other monies payable under this Tenancy Agreement that are in arrears.
- Acceptance of Rent Not to Operate as Waiver (5) Acceptance of Rent and/or Rates and/or Management Charges and/or Charges for Chilled Water Supply and/or other charges by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach, non-observance or non-performance by the Tenant of any of the agreements, stipulations and conditions herein contained and on the Tenant's part to be observed and performed.
- Default of Servant of the Tenant (6) For the purpose of this Agreement any act default or omission of the



agents, licencees, servants, visitors or customers of the Tenant shall be deemed to be the act default or omission of the Tenant.

ABATEMENT OF RENT

8. If (i) during the Term the Premises or any part thereof or any other part of the Building of which the Premises form part, which the Tenant is entitled hereunder to use, are so destroyed or damaged by fire as to be rendered uninhabitable or inaccessible continuously for at least one month and (ii) the insurance monies have not been rendered irrecoverable due to the act or default of the Tenant then the Rent hereby agreed to be paid or a part thereof proportionate to the area rendered uninhabitable or inaccessible shall cease to be payable until the Premises shall have been restored or reinstated and Provided That if the whole or substantially the whole of the Premises shall have been destroyed or rendered uninhabitable or inaccessible, and shall not have been restored or reinstated within 6 months of the occurrence of the destruction or damage, the Tenant shall be entitled thereafter at any time before the same are so repaired and reinstated to terminate this Agreement by notice in writing to the Landlord without prejudice however to the Landlord's rights and remedies in respect of any antecedent breach of the Tenant's agreements herein contained or the recovery by the Landlord of any unpaid Rent and/or Rates and/or Management Charges and/or Charges for Chilled Water Supply and/or any other sum payable by the Tenant to the Landlord pursuant to the provisions of this Agreement in respect of any period prior to the date of such termination.

EXCLUSIONS, EXCEPTIONS AND RESERVATIONS

9. (1) Notwithstanding anything herein contained, the Landlord shall not in any circumstances be liable to the Tenant his servants licensees or invitees or any other person whomsoever:-
- Loss, Damage or Injury to Person (a) in respect of any loss, damage or injury to person or property sustained by the Tenant, his servants, licensees, invitees or any such other person caused by or through or in any way owing to any defect in and/or breakdown and/or the defective or negligent working and/or operation and /or condition of any lift(s), escalator(s) and/or chilled water supply system in the Premises and/or the Building by the Landlord and/or its servants or otherwise, and/or
- Interruption of Services (b) in respect of an interruption or failure in the supply of any electricity, gas, water, telephone or any other utility or service to the Premises, whether supplied by the Landlord or other and whether such interruption is caused by any act or omission of the Landlord its employees, agents, invitees, licensees or any other person who may be on the Lot or in the Building, whether negligent or otherwise; but the Landlord shall take all reasonable steps to rectify the interruption should the interruption or failure be found to have been caused by the Landlord or any of its employees, agents, invitees or licensees. The Tenant shall not be entitled to any compensation from the Landlord or any abatement of Rent in respect of any such interruption or failure.



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| Loss or Damages to Person or Property | (c) in respect of any loss or damage to person or property sustained by the Tenant his servants, licensees, invitees or any such other persons caused by or through or in any way owing to fire, spread of smoke or the overflow or leakage of water from or through any part or portion of the Premises and/or the Building, and/or |
| Loss Damages in Relation to Flow of Traffic | (d) in respect of any loss or damage sustained by the Tenant caused by or attributable to blocking or interference with access to and egress from the Building through the Common Way and/or the public highway; and/or |
| Security and Safe Keeping of Premises and Contents | (e) for the security or safekeeping of the Premises or any contents therein and in particular but without prejudice to the generality of the foregoing the provision by the Landlord of watchmen and caretakers shall not create any obligation on the part of the Landlord as to the security of the Premises and/or any contents therein and the responsibility for the safety of the Premises and/or the contents thereof shall at all times rest with the Tenant. |

And the Tenant shall indemnify and keep the Landlord fully indemnified against all claims, actions and demands whatsoever made upon the Landlord by any servants, licensees or invitees of the Tenant as a result of all such loss damage or injury aforesaid nor shall the Rent, Management Charges, Charges for Chilled Water Supply, other charges or any part thereof abate or cease to be payable on account thereof save as provided in clause 8 hereof.

- | | |
|---|--|
| Act Neglect or Default of the Other Tenants | (2) The Landlord shall not be liable or responsible for any damage suffered by the Tenant (whether personally or in respect of the Premises or any property of the Tenant therein or any goods stored therein) or any servant invitee or licensee of the Tenant through or by the acts neglect or default of the tenants and occupiers of the other parts of the Building and their servants licensees and invitees. |
| Lifts and Chilled Water Supply | (3) The Landlord shall neither be liable to pay compensation to the Tenant in respect of any period during which the proper operation of the lift(s) escalator(s) in the Building and/or supply of chilled water to the Premises shall be interrupted as the result of mechanical failure or need for repair or overhaul nor shall the Landlord be liable to grant any abatement of Rent and/or Charges for Chilled Water Supply and/or Management Charges in respect thereof. |
| Defective or Damaged Condition of Premises, Fire, Smoke Leakage and Overflow of Water | (4) The Landlord shall not be in any way liable to the Tenant or to any person claiming any right title or interest under the Tenant for any damage or injury which may be sustained by the Tenant or by any such person as aforesaid on account of the defective or damaged condition of the Premises or the Landlord's fixtures therein or any part thereof and in particular the Landlord shall not be responsible to the Tenant or any person as aforesaid |



for any damage whatsoever caused by or through or in any way owing to any typhoon escape of fire or smoke leakage or overflow of water or electric current from the water pipes or electric wiring or cable situated upon or in any way connected with the Building or any part thereof and the Tenant hereby agrees to indemnify the Landlord against all claims, demands, actions, costs, expenses whatsoever made upon the Landlord by any person as aforesaid in respect of the matters aforesaid and further the Tenant shall be responsible for any damage which may be done to any part of the Premises or to the Landlord's fixtures and fittings therein.

Designation and
Re-Designation of
Common Areas

(5) Notwithstanding anything herein contained, the Landlord hereby reserves the right to close or render inaccessible the Building Common Areas, the Building Common Facilities and the Common Way for the purposes of replacing, renewing, repairing, decorating or maintaining the same and the right to designate redesignate or convert any part of the Building Common Areas, the Common Way or any other part of the Building or the Lot (except the Premises) not presently being used as common area into common area or for its own use or for the use of any particular tenant or occupier of the Building and vice versa as it may in its sole discretion determine and at any time from time to time change, alter or redesignate such designation or conversion and the Tenant shall not be entitled to complain or claim compensation or damages against the Landlord for any alleged disturbance nuisance or interference with its user of the Premises or any loss or damages whatsoever arising out of such designation or redesignation or conversion as the case may be or any operations including but not limited to building works decoration removal or installation or otherwise that may be carried on by the Landlord its servants agents contractors and workmen in connection therewith.

Repairing,
Renovation and etc.
of Common Areas

(6) It is hereby reserved unto the Landlord and the Tenant acknowledges the Landlord's right to repair, renovate, reinstate and redecorate at any time any of the areas in the Building designated or re-designated as common areas from time to time and to do any act or thing ancillary or incidental to such purposes. In such event the Tenant shall not claim against the Landlord any compensation for any loss or damages directly or indirectly sustained by the Tenant as a result thereof including without limitation any alleged nuisance or interference or disturbance with the Tenant's use of the Premises and any loss in business and no Rent or Management Charges or Charges for Chilled Water Supply or other payment due to the Landlord hereunder shall be reduced or shall abate on account hereof.

Letting or Leasing
to Others

(7) The Landlord shall not in any circumstances be liable or responsible for any loss suffered by the Tenant (whether personally or in respect of the Premises) or any other servant invitee or licensee of the Tenant or any person claiming through the Tenant as a result of the letting or leasing of any part of the Building to any person for any purpose whatsoever as lawfully provided for under which the Lot is held from the Government.



- Landlord to make Regulations (8) The Landlord or the Manager shall have power from time to time to make Rules, and to revoke and amend the same, regulating access to and the use operation and maintenance of the Building and the Building Common Areas, the Building Common Facilities and the Common Way and any of the conduct of persons occupying, using or visiting the same and such Rules shall be binding on the Tenants, their licensees, invitees, servants or agents. A copy of the Rules from time to time in force shall be posted on the public notice board in the Building and a copy thereof shall be supplied to the Tenant on request free of charge.
- Introduction of Regulations (9) The Landlord or the Manager shall have the right from time to time and by notice in writing to the Tenant to make and introduce, and subsequently amend, adopt or abolish if necessary, such regulations as it may consider necessary for the management and maintenance of the Building and/or the Lot.
- Right to Name the Building Reserved (10) The Landlord reserves the right to name the Building with any such name(s) or style(s) as it may in its sole discretion determine and at any time and from time to time to change, alter, substitute or abandon any such name(s) or style(s) provided that the Landlord shall give to the Tenant not less than three months' prior notice of its intention so to do.
- Reinstatement (11) In the event that the Tenant has prior to the date of this Agreement whether pursuant to the terms of any earlier Agreement or otherwise, made alterations or additions to the Premises or if the Premises shall not for any reason be handed over to the Tenant as a "shell" at the commencement of Term the Landlord reserves the right to require the Tenant at the sole expense of the Tenant to remove any or all of such alterations or additions so made prior to the date of this Agreement or to reinstate the Premises as a "shell" as the case may be and to make good any damage to the Premises caused thereby.
- Variation of Building Plans (12) The Landlord reserves unto itself an absolute and unfettered rights at any time to add to, vary, amend or delete from the building plans of the Building or the plan hereto annexed without reference or prior notice to the Tenant.

MISCELLANEOUS

10. Landlord and Tenant Legislation (1) To the extent that the Tenant can lawfully do so, the Tenant hereby expressly agrees to deprive himself of all rights (if any) to protection against eviction or ejection afforded by any existing or future legislation from time to time in force and applicable to the Premises or to this Agreement and the Tenant agrees to deliver up vacant possession of the Premises to the Landlord on the expiration or sooner termination of this Agreement hereby created, notwithstanding any rule of law or equity to the contrary.



- Condonation Not a Waiver (2) No condoning, excusing or overlooking by the Landlord of any default, breach, non-observance or non-performance by the Tenant at any time or times of any of the Tenant's obligations herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any antecedent continuing or subsequent default, breach, non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such antecedent continuing or subsequent default breach non-observance or non-performance and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord, unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future, unless expressly so provided.
- Service of Notice (3) Any notice required to be served hereunder shall, if to be served on the Tenant, be sufficiently served if addressed to the Tenant and sent by prepaid post to or delivered at the Premises or the Tenant's last known registered office or place of business or residence in Hong Kong and, if to be served on the Landlord, be sufficiently served if addressed to the Landlord and sent by prepaid post to or delivered at the address given above or any other address which the Landlord may notify the Tenant from time to time. A notice sent by post shall be deemed to have been received by the Tenant at the time when in due course of post it would be delivered at the address to which it is sent.
- No Fine, premium & etc. (4) The Tenant acknowledges that no fine, premium, key money or other consideration has been paid by the Tenant to the Landlord for the grant of this tenancy.
- No Warranty of User (5) The Landlord does not represent or warrant that the Premises is suitable for the use or purposes for which they are to be let or used by the Tenant and the Tenant shall satisfy itself or shall be deemed to have satisfied itself that they are suitable for the purpose for which they are to be let or used and the Landlord shall not be responsible or liable to the Tenant for any loss or damage in respect thereof. The Tenant hereby agrees that it will at its own expenses apply for any requisite licence permit from all Government or Public Authorities in respect of the carrying on the Tenant's business therein and shall execute and comply with all Ordinances, Regulations, Orders, Notices or Rules made by competent Government or Public Authorities in connection with the conduct of such business by the Tenant in the Premises AND the Tenant hereby further agrees to indemnify the Landlord in respect of any breach by the Tenant of this Clause.
- Legal Costs (6) (a) Each party shall pay its own legal costs for the preparation and completion of this Agreement.



- Administration Fee (b) The Tenant shall pay to the Landlord an administration fee as specified by the Landlord in writing for the preparation, approval and stamping of this Agreement.
- Stamp Duty (c) The stamp duty payable in respect of this Agreement shall be borne and paid by both parties hereto equally.
- Registration Fee (d) The registration fee payable on this Agreement shall be borne by the Tenant.
- Consent Letter (7) This Agreement has been entered into pursuant to the consents given by a letter dated 2nd January, 1991 as amended by three letters dated 1st June, 1994, 16th December, 2005 and 13th March, 2019 respectively in accordance with the provisions of the Conditions (copies of which letters are attached hereto as Schedule II) and any breach of any of the terms upon which such consents are given may result in such consents being withdrawn in which event this Agreement will forthwith terminate but without prejudice however to the Landlord's rights and remedies in respect of any antecedent breach of the Tenant's agreements herein contained. The Tenant agrees that it will not breach or cause to be breached any of the terms on which the said consents are given.
- Full Agreement (8) This Tenancy Agreement sets out the full agreement reached between the parties hereto and no other representations have been made or warranties given relating to this Agreement or the Building or the Premises and if any such representation or warranty had been given or implied the same is hereby waived.
- Sale and Redevelopment of Premises or Building (9) It is hereby agreed that notwithstanding anything herein contained to the contrary :-
 (a) At any time during the Term if the Landlord shall resolve to :-
 (i) sell the Premises; or
 (ii) re-develop or reconstruct the Premises or the Building or any part thereof whether wholly by demolition and rebuilding or otherwise, or partially by renovation, refurbishment or otherwise or amend change or alter the layout or configuration of the Building or any part thereof either alone or jointly with the owner or owners of the other premises of the Building
 then in any of such events the Landlord shall have the right upon giving six months' previous notice in writing ("the Termination Notice") to the Tenant to terminate this Agreement and this Agreement and the Term shall determine upon the expiration of the Termination Notice but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the agreements or stipulations herein set out. The Tenant shall deliver vacant possession of the Premises to the Landlord upon the expiration of the Termination Notice and shall not be entitled to claim any damages or compensation in respect



of such early determination.

- (b) For the purpose of this Clause and Agreement :-
- (i) the Landlord is deemed to have resolved to sell the Premises or to re-develop or reconstruct the Premises or the Building or any part thereof if the Landlord has passed a resolution by its Board of Directors to the effect that the Landlord intends to sell the Premises or re-develop or reconstruct the Premises or the Building or any part thereof as aforesaid; and
 - (ii) the Term shall be deemed to include any extended term hereunder, whether created by virtue of the Tenant's exercise of its optional right(s) (if any) or otherwise, and the Termination Notice can expire at any time during the Term.
- (c) The Tenant's optional right(s) (if any) shall extinguish and determine upon the service of the Termination Notice (whether the same shall have been exercised by the Tenant or not) and the Tenant shall not be entitled to any claim against the Landlord for any damages or compensation or any relief against such early determination of optional right(s).

The Contracts
(Rights of Third
Parties) Ordinance
(Cap.623)

- (10) The Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Agreement and unless specifically herein provided no person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the parties to it.

OPTION

- 11.
- (1) Notwithstanding anything whatsoever contained in this Agreement IT IS HEREBY FURTHER EXPRESSLY AGREED AND DECLARED that the Tenant shall have the option of a renewal of this Agreement for a further term of two years upon the expiration of this Agreement subject to the following terms and subject to any revisions which the Landlord may, at any time, have made to the standard Tenancy Agreement of the Building but otherwise on the same terms and conditions as contained in this Agreement save and except the rent-free provision (where applicable) and this option for renewal.
 - (2) If the Tenant shall be desirous of taking a tenancy of the Premises for a further term of two years from the expiration of the Term, the Tenant shall not less than six months and not more than seven months before the expiration of the Term give to the Landlord notice in writing ("the Option Notice") of such desire (in this respect time shall be of the essence) and if the Tenant shall have paid the Rent, Rates, Government Rent (where applicable) and other charges and other payments reserved for the Term



and shall have performed and observed all the terms, agreements and conditions contained in this Agreement and on its part to be observed and performed up to the expiration of the Term then the Landlord shall let the Premises to the Tenant for a further term of two years ("the Extended Period") from the expiration of the Term at the rent and other charges to be determined in the following manner:-

- (a) The Landlord shall within two months after the receipt of the Option Notice serve on the Tenant a notice in writing ("the Counter Notice") stating the sum which in the Landlord's opinion represents the market rent for the Premises for the Extended Period.
- (b) On the Counter Notice being served, the Landlord and the Tenant shall endeavour to agree on the rent for the Extended Period but in default of agreement within two months before the expiration of the Term, an independent valuer, who shall be a suitably qualified Surveyor and shall in the absence of an agreement between the Landlord and the Tenant, be appointed by the President for the time being of the Hong Kong Institute of Surveyors on the application of either party, shall determine the market rent of the Premises as at the date of commencement of the Extended Period and such independent valuer shall act as an expert and not as an arbitrator.
- (c) The independent valuer shall be required to determine the sum which in his opinion represents the market rent for the Premises for the Extended Period having regard to all issues which in the sole opinion of the independent valuer appear relevant but shall not take into account any goodwill resulting from the Tenant's occupation.
- (d) The independent valuer's decision shall be final and binding upon the Landlord and the Tenant.
- (e) The costs of the independent valuer shall be borne and paid by the Landlord and the Tenant in equal shares.
- (f) In the event that the market rent has not been determined by the independent valuer pursuant to sub-clauses (b) and (c) hereof prior to the commencement of the Extended Period, the Rent payable immediately prior to the commencement of the Extended Period shall continue to be paid until the market rent has been so determined, but shall be adjusted and accounted for retrospectively to the date of the commencement of the Extended Period within 7 days of the market rent being so determined.
- (g) Notwithstanding anything to the contrary, the rent for the



Extended Period shall not be lower than HK\$1,428,631.20 per calendar month and shall not be more than HK\$1,571,494.32 per calendar month (exclusive of Rates, Government Rent (where applicable), Management Charges (and Air-Conditioning Charges and/or Charges for Chilled Water Supply, where applicable) and other outgoings).

- (h) The Management Charges (and Air-Conditioning Charges and/or Charges for Chilled Water Supply, where applicable) for the Extended Period shall be such sums as are equivalent to the Management Charges (and Air-Conditioning Charges and/or Charges for Chilled Water Supply, where applicable) payable immediately prior to the expiration of the Term after adjustments having been made thereto to take account of any increase in the relative costs which shall then have occurred since the commencement of the Term.
- (i) The deposit payable on the Extended Period shall be adjusted to take into account of and in proportion to the rent and the Management Charges (and Air-Conditioning Charges and/or Charges for Chilled Water Supply, where applicable) determined as aforesaid.




AS WITNESS HEREOF the parties have executed this Agreement the day and year abovementioned.

Signed by **Raymond Tam**)
)
)
for and on behalf of the)
Landlord in the presence of :-)


Austin AU
c/o Hutchison Property Group Limited
Units 503-511, Two Harbourfront,
22 Tak Fung Street, Hunghom,
Kowloon, Hong Kong.

For and on behalf of
OMAHA INVESTMENTS LIMITED


.....
Director/Authorised Signatory

Signed by **Takenori NAGASHIMA**)
Managing Director)
)
for and on behalf of the)
Tenant in the presence of :-)


ERICS CHAN
SENIOR MANAGER

For and on behalf of
AEON Stores (Hong Kong) Co., Limited


.....
Authorized Signature(s)



SCHEDULE I

to the Tenancy Agreement between **Omaha Investments Limited** and
Aeon Stores (Hong Kong) Co., Limited 永旺(香港)百貨有限公司
with respect to Units 208, 215 and 216

<u>Term</u>	<u>Meaning</u>
"Charges for Chilled Water Supply"	Nil.
"The Deposit"	Three months' Rent and Management Charges. The Deposit shall be paid by way of a guarantee issued by a bank which is acceptable to the Landlord and in a form satisfactory to the Landlord. If at any time during the Term the said bank guarantee is revoked, expires or otherwise is or becomes invalid or if the Tenant fails to submit the said bank guarantee to the Landlord during the Term, the Tenant shall forthwith replace that amount of the Deposit held under the guarantee with an equivalent sum of cash.
"Management Charges"	HK\$227,752.80 per month subject to such increase as determined by the Landlord from time to time if at any time during the Term, the operating costs relative to the provision of the management services (including, inter alia, the operating costs of the Landlord) shall have increased over the operating costs for the time being charged by the Landlord.
"The Rent"	HK\$1,428,631.20 per month exclusive of Rates, Management Charges and other outgoings.

Notwithstanding anything hereinbefore contained to the contrary the Tenant hereby covenants with the Landlord to pay the Government Rent in respect of the Premises.

Subject to the Tenant's due performance and observance of the agreements, terms, stipulations and/or conditions on the part of the Tenant contained herein, the Tenant shall be allowed a rent-free period from 15 April 2026 to 28 June 2026 (total 75 days) PROVIDED that if the date on which the rent-free period ceases to have effect shall fall on a day other than the first day of the month, the Tenant shall on or before the date when the rent-free period ceases to have effect pay to the Landlord rental in respect of the Premises for the period from the day when the rent-free period ceases to have effect to the end of the month in which the rent-free period expires. Notwithstanding anything hereinbefore contained, the Government Rent, Rates, Management Charges and other outgoings in respect of the Premises shall commence to be payable by the Tenant from the date when vacant possession of the Premises is delivered by the Landlord to the Tenant. It is hereby expressly agreed that if the Tenant at any time fails to perform and/or observe any of the agreements, terms, stipulations and/or conditions on the part of the Tenant contained herein, the Tenant shall with retrospective effect cease to be entitled to the rent-free period or any part thereof including the part(s) of the rent-free period granted prior to the



Tenant's non-performance and/or non-observance and/or to be granted after the Tenant's non-performance and/or non-observance. Without prejudice to any other rights which the Landlord may have against the Tenant, the Tenant shall forthwith upon the Landlord's demand pay to the Landlord all rental for the part(s) of the rent-free period which have expired and been enjoyed by the Tenant.

"The Term"

A term of three years commencing from 15 April 2026 and expiring on 14 April 2029.



SCHEDULE II

to the Tenancy Agreement between Omaha Investments Limited and
Aeon Stores (Hong Kong) Co., Limited
with respect to Units 208, 215 and 216

葵青地政處
新界荃灣青山公路荃灣段
174—208號
荃灣地鐵站停車場大廈十二樓



District Lands Office, Kwai Tsing
11/F. Tsuen Wan Station Multi-storey
Carpark Building,
174-208 Castle Peak Road Tsuen Wan,
Tsuen Wan,
New Territories.

電話 Tel: 402 1111

本處編號 Our Ref: (225) in DLO/KT 187/KTPA/59 VII

來函編號 Your Ref:

Messrs. Mason & Co.,
Solicitors,
Suite 1301-1305,
One Pacific Place,
88 Queensway,
Hong Kong.

2 JANUARY 1991

Dear Sirs,

Kwai Chung Lot No. 4 and
Extension Thereto

I refer to your letter 12 November 1990.

Pursuant to Special Condition No. 2(b) of New Grant No. 5381 (which New Grant No. 5381 as modified by two Modification Letters Memorial Nos. 140959 and 335216 and an Extension Letter Memorial No. 564476 is hereinafter referred to as "the New Grant"), under which the above lot is held, I hereby give my consent to Omaha Investment Limited to entering into Tenancy Agreements in respect of the units/godowns of Hongkong International Distribution Centre erected on the above lot subject to the following terms and conditions :-

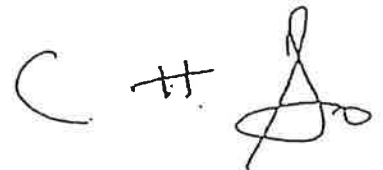
- (a) that the term of any tenancy including any right of renewal must expire on or before the 27th day of June 1997;
- (b) that any such Tenancy Agreements shall not commence until after the issue by the Building Authority of an Occupation Permit or a Temporary Occupation Permit in respect of the unit/godown to which the tenancy relates;
- (c) that any Tenancy Agreements must be in the form as per the draft returned herewith as amended;
- (d) that no subletting is permitted,



- (e) that no rent is payable in advance for any period greater than 12 months;
- (f) that the rent payable will be a rack rent;
- (g) that no premium is paid;
- (h) that the user restriction contained in such Tenancy Agreement is in accordance with the conditions of the New Grant;
- (i) that none of the terms and conditions in such Tenancy Agreements is in contravention with the conditions of the New Grant;
- (j) that such Tenancy Agreement contain an agreement on the part of the tenant not to do or suffer to be done or permit within the unit/godown being leased anything which would constitute a breach of the New Grant;
- (k) that such Tenancy Agreements shall be registered in the Tsuen Wan District Land Registry within one month of the date thereof.

Please note that my consent is limited to such Tenancy Agreements specified above. Any further dealings prohibited by the New Grant and any modification thereof shall require my further consent in the usual way.

Yours faithfully,



(C. H. SO)
for Director of Buildings and Lands

CHS/yt



葵青地政處
新界荃灣青山公路荃灣段
174 208 號



荃灣地鐵站停車場大廈十二樓

電話 Tel: 402 1111 FAX NO.: 415 0703

本處編號 Our Ref: (52) in DLO/KT 187/KTPA/59 IX

來函編號 Your Ref:

REGISTERED
District Lands Office, Kwai Tsing
11/F, Tsuen Wan Station Multi-storey
Carpark Building,
174 208 Castle Peak Road Tsuen Wan,
Tsuen Wan,
New Territories.

1 JUN 1994

Messrs. Masons & Co. Solicitors,
Suite 1301-1305,
One Pacific Place,
88 Queensway,
Hong Kong.

Dear Sirs,

Kwai Chung Lot No. 4 and Extension Thereto

I refer to my Consent Letter granted on 2.1.1991 and your recent submissions on draft tenancy agreements.

Subject to your payment of an administrative fee of \$15,000.00, I am prepared to amend Clause (a) of my Consent Letter to you so that it now reads :-

"(a) that the term of the lease including any right of renewal must expire on or before 27.6.1997 provided that if the term of the New Grant is extended prior to 27.6.1997 then the term of the lease may extend to, but may not exceed, 30.6.2047 including any right of renewal:"

Except as amended above, I must stress that all the other terms and conditions as contained in my said Consent Letter are to remain in full force and effect. In addition, this letter cannot be taken as Government's agreement to extend the present term of the New Grant No. 5381.

Yours faithfully,

(R.L. Greenaway)
for Director of Lands

c.c. LACO 4/2599/87 VI
LR/TWDLR
Consent DLO/KT LANDS Control File -
LACO 2/2316/88 (KT)



電話 Tel: 2402 1111
圖文傳真 Fax: 2415 0703/2412 0505
電郵地址 Email:
本署檔號 Our Ref: (04) in DLO/TWKT/KT 187/KTPA/59 IV
來函檔號 Your Ref:



地政總署
荃灣葵青地政處
DISTRICT LANDS OFFICE/
TSUEN WAN AND KWAI TSING
LANDS DEPARTMENT

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.

新界荃灣青山公路 174-208 號荃灣地鐵站停車場大廈 10 樓及 11
10/F. & 11/F., Tsuen Wan Station Multi-storey Carpark Building
174-208 Castle Peak Road, Tsuen Wan, New Territories.

網址 Web Site: www.info.gov.hk/landsd

By Recorded Delivery

Omaha Investments Limited,
c/o Hutchison Whampoa Property
3/F., One Harbourfront,
18 Tak Fung Street, Hung Hom,
Kowloon.

16 DEC 2005

Dear Sirs,

Hutchison Logistics Centre
18 Container Port Road South, Kwai Chung, New Territories
Kwai Chung Lot No. 4 and the Extension thereto

I refer to your letters dated 22 February 2005 and 24 August 2005.

For the purpose of and limited to the proposed tenancy to be entered into between Omaha Investments Limited and its tenant(s) in respect of the above property or any part(s) thereof erected on Kwai Chung Lot No. 4 and the Extension thereto, I hereby approve the proposed amendments to the approved form of Tenancy Agreement as indicated on the copy of Tenancy Agreement returned herewith and further amended by me as indicated in red thereon.

Except for the foregoing, all the terms and conditions of consent given by me to Omaha Investments Limited to enter into Tenancy Agreements in my consent letter dated 2 January 1991 as amended by my letter dated 1 June 1994 shall remain in full force and effect. Any further amendments to the approved form of Tenancy Agreement shall require my consent in the usual way.

Yours faithfully,


(WOO Sai Cheong)
for Director of Lands

Encls.

c.c. Land Registry
Consent Control File – LACO 2/2316/88(KT)
LACO 4/2599/87 X





地政總署
荃灣葵青地政處
DISTRICT LANDS OFFICE/
TSUEN WAN AND KWAI TSING
LANDS DEPARTMENT

電話 Tel: 3529 1035
圖文傳真 Fax: 2415 0703 / 2412 0505
電郵地址 Email:
本署檔號 Our Ref: (i) in DLO/TWKT/KT187/KTPA/59D VIII
來函編號 Your Ref: 21-73-00-120/SC/TW/JT/cpl/2018

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.
新界荃灣青山公路 174-208 號荃灣多層停車場大廈 10 樓及 11 樓
10/F. & 11/F., Tsuen Wan Multi-storey Carpark Building,
174-208 Castle Peak Road, Tsuen Wan, New Territories.

網址 Website : www.landsd.gov.hk

來函請註明本署檔號
Please quote our reference in your reply

Omaha Investments Limited
3/F, One Harbourfront
18 Tak Fung Street
Hungghom, Kowloon

13 MAR 2019

(Attn.: Mr. Terence WONG)

By Registered Service

Dear Sirs,

Hutchison Logistics Centre
18 Container Port Road South, Kwai Chung, New Territories
Kwai Chung Lot No. 4 and the Extension thereto

I refer to your letters dated 20 April 2018 and 25 January 2019.

For the purpose of and limited to the proposed tenancy to be entered into between Omaha Investments Limited and its tenant(s) in respect of the above property or any part(s) thereof erected on Kwai Chung Lot No. 4 and the Extension thereto, I hereby approve the proposed amendments to the approved form of Tenancy Agreement as indicated on the copy of Tenancy Agreement returned herewith.

Except for the foregoing, all the terms and conditions of consent given by me to Omaha Investments Limited to enter into Tenancy Agreements in my consent letter dated 2 January 1991 as amended by my letters dated 1 June 1994 and 16 December 2005 shall remain in full force and effect. Any further amendments to the approved form of Tenancy Agreement shall require my consent in the usual way.

Yours faithfully,


(Miss Sapphire LO)
for Director of Lands

Encl.

cc. Land Registry
LACO/PARD

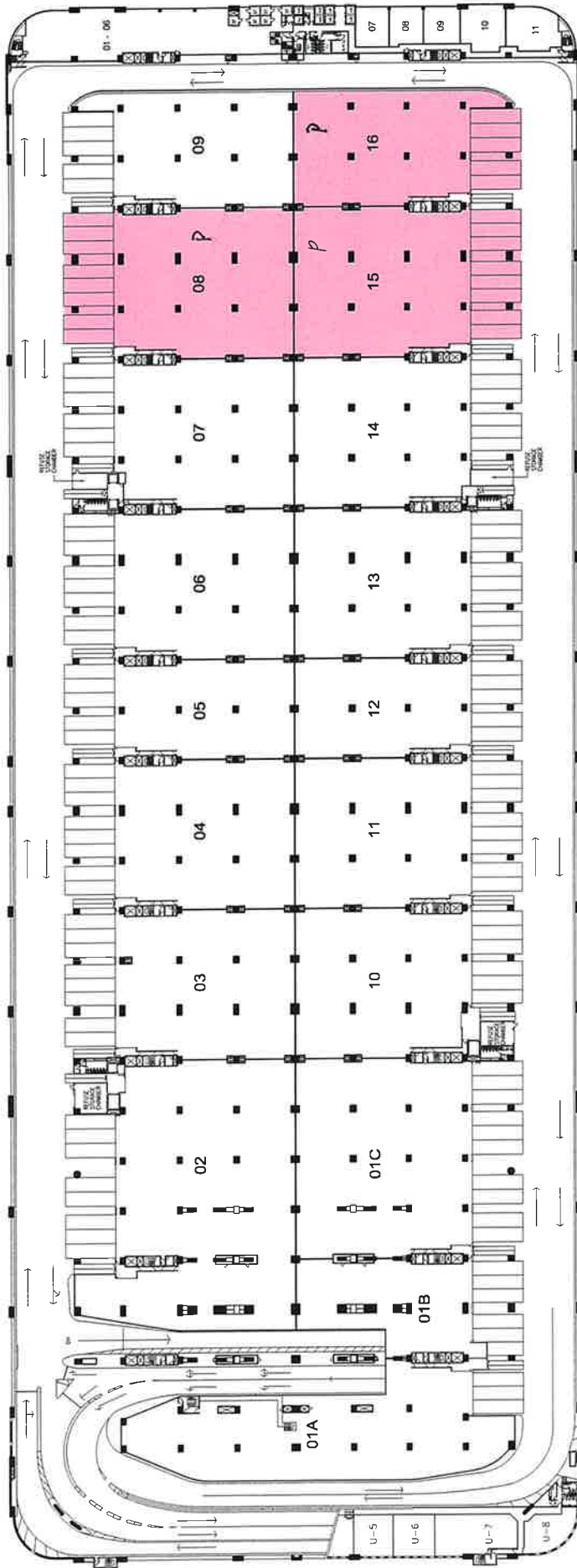
LND 4/TW&KT





註冊摘要編號 Memorial No.:
26051202430025

A4C



2nd FLOOR PLAN



For Identification
Purpose Only

SCALE :	DWG. No. :	HJI-16C
DATE :	02-07-2026 Updated	HFC DRAWING OFFICE