

The Link Properties Limited
Conditions of Tender

(Applicable to Medical and Dental Clinic only)

The Link Properties Limited (“The Link Properties”) invites tenders/offers (each a “Leasing Proposal”) for the 3-year tenancy/tenancies of the premises stated in the Tender Notice.

1. These Conditions of Tender is merely an invitation and shall not in anyway be construed as an offer by The Link Properties.
2. (i) The Leasing Proposal is an unconditional, irrevocable and legally binding offer for renting the premises for a term of 3 years in accordance with the terms and conditions of the standard form of the Tenancy agreement of The Link Properties (“the Agreement”).

(ii) By submitting the Leasing Proposal, each tenderer is deemed to have read the standard form of the Agreement and accepted the terms and conditions thereof. Tenderers should note that by submitting the Leasing Proposal, they are deemed to have acknowledged and agreed that no amendment to the terms and conditions of the Agreement is permitted.

(iii) Tenderers shall not amend, qualify or seek to amend or qualify any terms, conditions and/or provisions in the Agreement (including all Schedules thereto) in making their Leasing Proposals. Any qualifications or amendments to the Agreement (including any Schedule thereto) shall render a Leasing Proposal non-conforming, disqualified and rejected.
3. Tenderers must state the monthly suggested rent they are prepared to offer in their Leasing Proposals for a 3-year tenancy of the shop. Tendered rent will be final and not subject to negotiation.
4. Tenderers should note that under the Agreement, the tenant is required to pay rates and if the premises are not yet assessed to rates on the commencement of the tenancy, the tenant is required to pay to The Link Management Limited (“the Manager”) as the agent and attorney of The Link Properties monthly in advance provisional rates based on estimate by the Manager as to the likely amount of rates that would be assessed and demanded.
5. Tenderers must be 18 years of age or over, and holders of Hong Kong Identity Card; or must be companies incorporated in Hong Kong.
6. Tenders will only be accepted from persons who will occupy the premises for their own use and no assignment, sub-letting or parting with the possession of the premises or any part thereof will be permitted.

7. Only the trade(s) as designated in tender is allowed to be operated at the corresponding premises. Tenderers should note that the granting of a commercial tenancy does not confer upon the tenant any exclusive right to any particular trade in the concerned shopping centre and that The Link Properties reserves the right to let other premises in the shopping centre in whatever manner for the above stated or other trade according to the needs of the shopping centre as assessed by The Link Properties. Change of user of the premises during the term of the tenancy shall not be permitted.

8. The successful tenderer should provide continuous service to the community by operating the premises at least 6 hours daily, on at least 5 days out of a week.

9. In case of breach of any of the conditions contained in the Agreement by the tenant, The Link Properties shall be entitled to determine the tenancy.

10. Leasing Proposal must be submitted in sealed envelope, with shop number of the relevant tendered premises specified on the envelope. Tenderers which are individuals or partnerships should always sign their Leasing Proposal, where tenderers which are companies should also apply their company chop. Tenderers are required to state the suggested rent they are prepared to offer for the tenancy and to enclose in each Leasing Proposal a cheque for the exact amount equivalent to three months' suggested rent, made payable to THE LINK MANAGEMENT LIMITED (unless and until further notice from The Link Properties, all cheques for payment in related to the tender shall be made in favor of "The Link Management Limited" as agent and attorney of The Link Properties). Any Leasing Proposal and the associated cheque not made in the prescribed manner will invalidate the tender.

11. (a) The Link Properties reserves the right to accept or reject any Leasing Proposal made by any Tenderer and/or any part thereof and/or award or not to award the Tender either wholly or partly and/or to postpone or cancel this Tender at anytime;

(b) The Link Properties shall not be bound to accept the best, highest or any Leasing Proposal. The Link Properties will not consider non-conforming tenders;

(c) The Link Properties shall have the sole and final decision to enter into the Agreement with the Successful Tenderer; and

(d) Tenderers shall be responsible for their fees, costs and expenses in evaluating, preparing and submitting their Leasing Proposals. The Link Properties shall not be liable to reimburse any Tenderer for any such fees, costs and expenses incurred or sustained by it in arising out of or connection with the preparation and submission of its Leasing Proposal.

12. The stated area of the premises is an approximate figure only and no warranty is made as to its precise accuracy. Plans showing the layout of the premises are provided in the relevant District Office for reference. Tenderers are advised to obtain all

information they consider necessary to satisfy themselves of the conditions and circumstances of the tenancy of the premises before submitting their Leasing Proposals.

13. Once a Leasing Proposal has been lodged it must remain open for 45 days for acceptance. The Link Properties shall be entitled to forfeit the **entire deposit** paid by the tenderer on submission of the tender by way of liquidated damages and not as a penalty upon a tenderer withdrawing his tender within the said 45-day period.

Prospective tenderers are therefore urged to consider the effects of this clause carefully before submitting any Leasing Proposal. The amount to be forfeited is not negotiable.

14. (a) These Conditions of Tender together with any amendments, clarifications and further communications issued or made by The Link Properties shall be kept confidential. Tenderers shall not disclose any information contained or in connection with or in relation to this Conditions of Tender to any third party, even if the Tenderer(s) does not respond or intend to respond to this Conditions of Tender;

(b) Tenderers shall treat all documents and information in relation to this Tender and their Leasing Proposals confidential; and

(c) Prospective tenderers are reminded that if manipulation of The Link Properties' tender system by way of acting in concert with others or otherwise is discovered and such has been proved, then The Link Properties may at his discretion reject the tenders from such tenderers and forfeit their **entire deposit** as liquidated damages. The decision by The Link Properties as to whether the tender system has been manipulated and as to the tenderers involved in the manipulation is final.

15. The Link Properties may interview and/or seek clarification of any Leasing Proposal and reserves the right to negotiate the award of this Tender with any Tenderer.

16. The cheque of a successful tenderer will be banked in by The Link Properties. Once the cheque is cleared after being banked in, the successful tenderer will be invited to sign the Agreement. Cheques of unsuccessful tenderers will be returned 25 working days without interest after the tender closing date by registered post to their last known address in Hong Kong, at their own risk.

The tenderer shall attend the interview or execute the Agreement whichever is applicable within 7 working days from the date of a written notice or offer (as the case may be) issued by The Link Properties, and rent will be payable from the date of the execution of Agreement. In the event the tenderer fails for whatever reasons to attend the interview or to execute the Agreement within the time specified, the **entire deposit** shall forthwith be absolutely forfeited as liquidated damages and not as a penalty without any further notice. The Link Properties may at the same time reject the tender and rescind any offer of tenancy made and to let the premises freely and/or deal with the premises in such manner as The Link Properties shall in its absolute discretion consider

appropriate, and the tenderer shall not have any claim whatsoever for compensation or refund of the deposit or otherwise against The Link Properties, the Manager and The Link REIT. This shall be without prejudice to all other rights at law or otherwise which The Link Properties may have against the successful Tenderer including seeking specific performance and/or damages from the successful Tenderer.

17. On signing the Agreement, in addition to the payment of the tendered rent for the first month, the successful tenderer shall be required to pay a deposit equal to three months' suggested monthly rent plus three months' management fee and (if applicable) three months' air-conditioning charges to the Manager. This deposit shall be refunded on expiration or termination of the tenancy in accordance with the terms of the Agreement provided that there is no outstanding rent or other charges against the tenant's account. The deposit of three months' tendered rent, held as a pledge of bona fides of the tender, may in lieu of refund be offset as part payment of the said first month's rent and deposit of three months' rent plus three months' management fee and (if applicable) three months' air-conditioning charges to the Manager with any deficiency to be paid by the successful tenderer.

18. The attention of tenderers is drawn to the fact that whenever the tenancy is terminated for whatever reasons, the tenant is required to deliver up vacant possession of the premises to The Link Properties unconditionally and reinstate the premises to its "bare shell" state in good condition in accordance with the Agreement, shall not be entitled to any claim for compensation. The Link Properties shall have the full right to re-let the premises or otherwise dispose of the premises in such manner and to such person as it may think fit, free from the interference of any person.

19. Tenderers should note that under the Agreement, interest will be charged on the amount of rent, air-conditioning charges and rates in arrears at the rate of 1.5% per month from the due date until payment and the tenant must effect insurance cover throughout the term of the tenancy in accordance with the Agreement.

20. The tenant will have a rent-free period of 1 month for the premises of size less than 1600 ft².

21. Tenderers should confirm the designed electricity loading available to the relevant tender premises with the relevant District Office. Should additional loading beyond the designed capacity be required, any upgrading is subject to the written approval of The Link Properties and the costs for any upgrading shall be wholly borne by the tenant.

22. The successful tenderer shall accept the premises in the state and condition in which they are found at the date when possession is given and shall be responsible for the fitting out of the premises to meet the requirements of The Link Properties and other competent authorities. All modifications to the building services installations must be carried out by contractors approved by The Link REIT and The Link Properties and at the expense of the tenderers. Plans for the intended conversion must be approved in writing

by the Manager and no conversion work shall be started until such written approval is obtained. The successful tenderer shall comply with all requirements statutory or otherwise imposed by Food and Environmental Hygiene Department, Fire Services Department, Labour Department or any other department or authority concerning any conversion work or the operation of the business.

23. The successful tenderer should note that management fee service will be charged from the date upon taking over of the premises or from the commencement of the term created therein, whichever is the earlier date. The management fee charges are subject to review at any time with one month's prior notice from the Manager.

24. The successful tenderer should note that air-conditioning service will be charged (for shopping centre with air-conditioning provision only) from the date upon which air-conditioning supply is provided to the premises or from the commencement of the term created herein, whichever is the earlier date. The air-conditioning charges are subject to review at any time with one month's prior notice from the Manager.

25. No neon sign or sign of any kind to any part of the external walls of the shopping centre will be permitted. The glazed shop fronts provided by The Link Properties are not to be removed or altered in any way. Successful tenderer is required to fit out the shop including the false ceiling, shop signs etc., subject the approval and satisfaction of The Link Properties.

26. Tenderers are advised to note that The Link Properties may at any time appoint property management agents to manage, subject to the supervision by the Manager, any selected shopping centre or market of which the premises form part on such terms and conditions as The Link Properties shall deem fit.

27. Prospective tenderers are reminded that The Link Properties has kept a central record of those ex-commercial tenants who have breached the terms and conditions of the tenancy. Tenders submitted by these ex-commercial tenants who have been in breach of the terms and conditions of the tenancy may not be considered.

28. Completed leasing proposal must be deposited in the tender box as located in Shop 102A, 1/F, Fu Cheong Shopping Centre, 19 Sai Chuen Road, Shamshuipo, Kowloon before the prescribed deadline as stated in the Tender Notice, where late and incorrect means of submission will not be entertained.

29. The closing time and date will automatically be deferred to 10:00 a.m. on the following working day in the following circumstances:

- (i) if Tropical Cyclone Warning Signal No. 8 or above is hoisted before and remains hoisted beyond the closing time;
- (ii) if "Black" Rainstorm Warning is announced by Government (via the Information Services Department) before and remains in force beyond the closing time.

However, the closing time and date will remain unchanged if Tropical Cyclone Warning Signal No. 8 or above or the "Black" Rainstorm Warning is lowered or withdrawn two hours or more before the closing time.

30. (a) The Link Properties reserves the right to amend, vary or change any of the terms of these Conditions of Tender (including any Appendix) any time prior to and/or after the closing date regardless of whether or not prior notice of such effect has been given to the Tenderers;
- (b) For the avoidance of doubt, the Link Properties reserves the right to amend, vary or change any terms, conditions and/or provisions in the agreement (including any schedules thereto) any time prior to and/or after the closing date, regardless of whether or not prior notice of such effect has been given to the Tenderer.

31. Disclaimer

- (a) All information and contents contained or enclosed in these Conditions of Tender or provided in conjunction with the Tender (collectively the "Tender Information") which includes without limitation to the contents of these Conditions of Tender and the Agreement, rates or other fees payable in connection with the premises, commencement date of the tenancy, the location plans, areas, permitted user under the government leases; regulations or rules of all governing bodies applicable to the tenancy or premise are for information and reference only.
- (b) The Tenderers are advised to examine and to verify any and all of the Tender Information.
- (c) The Link Properties, The Manager, The Link REIT, its subsidiaries and its trustees (collectively "The Link") does not and will not give and shall not be deemed to have made any warranty, guarantee or representation of any kind with regard to the truthfulness, accuracy and correctness of the Tender Information. The Link will not accept any responsibilities and/or liabilities and will not be liable for any loss or damage of any kind, whether direct, indirect, special, consequential or incidental, resulting from any use or reliance upon any and all of the Tender Information.
- (d) Tenderers are required to make their Leasing Proposal based on their own evaluation and investigation of all factors and circumstances surrounding and/or pertaining to the premises and must **not** rely on any of the Tender Information.

32. The Link Properties shall be entitled to retain all copies of Leasing Proposals and to use any and all personal information or data contained in or together with the Leasing

Proposals for the purpose for the tender selection, administration or award, for research or statistical purposes or for other purposes permitted by law. The Link Properties may disclose the Personal information to its affiliated companies or its service providers or contractors or to any governing or regulatory bodies or otherwise to any third party as permitted by law. The Tenderer shall have the right to request access to or correction of any Personal Data.

33. For detailed enquiry, please call Mr. Claudio Cheung at 3655-0339.