LIST OF APPENDICES

Appendix IDetails of the Affected Business PremisesAppendix IIDetails of Alternative Sites for Relocation



Appendix I

Details of the affected business premises



Appendix I – Details of the Affected Business Premises

Company Name: Fancy Spot Limited 綽展有限公司

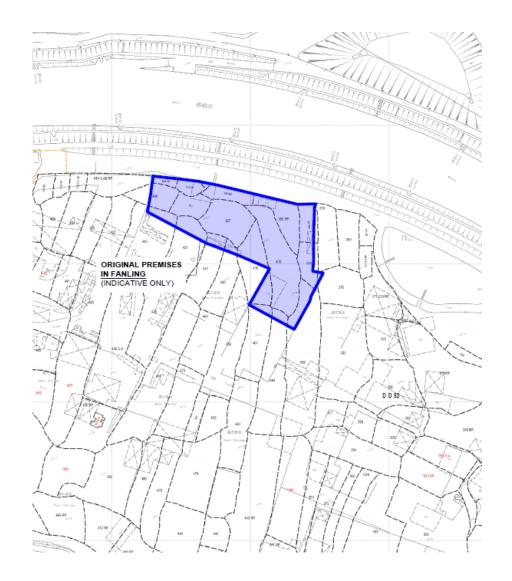
Details of the Affected Business Premises

Location: Various Lots in D.D. 52, Fanling, New Territories

(the private lots were reverted to the Government on 12.04.2024)

Use of Premise: Warehouse (Excluding Dangerous Goods Godown); and

Open Storage of Construction Materials and Machinery





Site Photos of the Affected Business Premises



Source: GeoInfo Map



Source: GeoInfo Map









Certificate of Incorporation (CI) of Fancy Spot Limited

編號 2180386 No.



公司註冊證明書

CERTIFICATE OF INCORPORATION

本人謹此證明 I hereby certify that

FANCY SPOT LIMITED 綽展有限公司

於 本 日 根 據 香 港 法 例 第 622 章 《 公 司 條 例 》 is this day incorporated in Hong Kong under the Companies Ordinance

在香港成立為法團,此公司是一間 (Chapter 622 of the Laws of Hong Kong), and that this company is

有限公司。 a limited company.

本證明書於 二〇一四 年 十二 月 十二 日發出。

Issued on 12 December 2014.

4.2.4

香港特別行政區公司註冊處處長鍾麗玲 Ms Ada L L CHUNG

Registrar of Companies Hong Kong Special Administrative Region

註 Note:

公司名稱獲公司註冊處註冊,並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.



Land Resumption Notice dated 11.01.2024

G.N. 205 LANDS DEPARTMENT

> Lands Resumption Ordinance (Chapter 124) (Notice under section 4)

RESUMPTION OF LAND FOR THE DEVELOPMENT OF KWU TUNG NORTH NEW DEVELOPMENT AREA AND FANLING NORTH NEW DEVELOPMENT AREA— REMAINING PHASE

To the owners and every person interested or having any right or easement in all those pieces or parcels of land in the New Territories more particularly described below and shown coloured orange on the Resumption Plan No. DNM5339a:—

to the owners and every person interested or naving any right of easement in all those pieces or barcels of land in the New Territories more particularly described below and shown coloured brange on the Resumption Plan No. DNM5339a:—

Lots Nos. 172 RP (Portion), 174, 175, 176, 178, 179 RP, 180, 182, 209 (Portion), 227 (Portion), 228 (Portion), 229, 230, 231 (Portion), 232 S.A., 232 S.B., 233, 234, 235, 236, 237 (Portion), 238 RP (Portion), 239 (Portion), 240 (Portion), 241 (Portion), 242, 245 S.B RP (Portion), 256 (Portion), 257 (Portion), 258 (Portion), 259, 260 S.A., 260 RP (Portion), 261 (Portion), 262, 263, 264, 265, 270 (Portion), 366 RP (Portion), 332 (Portion), 333 (Portion), 335 (Portion), 359 (Portion), 396 (Portion), 397, 398, 399 (Portion), 400 (Portion), 410, 402, 403, 404 (Portion), 406 (Portion), 407 (Portion), 414 (Portion), 416 (Portion), 419, 419 (Portion), 419, 420 (Portion), 421 (Portion), 422 (Portion), 425 (Portion), 430, 431 (Portion), 421 (Portion), 433 (Portion), 434 (Portion), 445 (Portion), 439 (Portion), 430, 431 (Portion), 432 (Portion), 433 (Portion), 434 (Portion), 445 (Portion), 475 (Portion), 475

Lots Nos. 55 (Portion), 56, 74 RP, 75 RP (Portion), 76, 77 RP, 78 S.A RP, 78 S.B RP, 79 RP, 80 RP, 81, 82 S.A RP [also known as 82A RP], 86 S.A RP (Portion), 87 RP (Portion), 89, 90 S.A, 90 S.B, 92, 93, 94 RP, 95 S.B, 96 S.B, 97, 98 S.A (Portion), 99, 100 (Portion), 101 (Portion), 104 S.A, 104 S.B (Portion), 104 RP (Portion), 117 S.A RP (Portion), 118 S.A RP, 130 S.A RP, 131 S.A RP, 132, 133, 134 RP, 135, 147 (Portion), 149 (Portion), 150, 151, 152, 153 RP, 154 S.B RP (Portion), 159 S.C RP, 160 S.B, 161, 162, 163, 164 (Portion), 166 RP,



167 S.A (Portion), 167 RP (Portion), 168 S.A (Portion), 168 RP (Portion), 170 RP (Portion), 171 RP (Portion), 172 RP (Portion), 173 RP, 174 RP, 176 RP, 177 RP, 179 RP, 181 RP (Portion), 187 RP (Portion), 194 S.A RP (Portion), 195 RP (Portion), 210 (Portion), 212 (Portion), 231 RP (Portion), 318, 319 RP, 320 RP (Portion), 321 (Portion), 329 S.B RP (Portion), 330 RP (Portion), 331 CA RP, 331 RP, 332 RP, 333 RP, 334 (Portion), 335 (Portion), 336 (Portion), 337 (Portion), 338 (Portion), 339 (Portion), 340 (Portion), 341 (Portion), 342 (Portion), 343 (Portion), 344 (Portion), 345 (Portion), 346, 347 (Portion), 348 (Portion), 350, 351 (Portion), 352, 353 S.A, 353 RP, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365 RP, 366 RP, 367 (Portion), 369, 370, 371, 372 RP, 373, 374, 375 RP, 376, 377 S.A RP, 377 S.B RP, 378, 379, 380, 381 RP, 397 RP, 398 RP, 399, 400, 401, 402, 403, 404, 405 S.A, 405 RP, 406, 407, 408, 409 RP, 410 RP, 414 S.AB RP [also known as 414AB RP], 414 S.C RP [also known as 414C RP], 415 RP, 416 RP, 420 RP, 421, 422, 423 RP, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 436 RP, 437, 438, 439, 440, 441, 442, 443, 444, 445 RP (Portion), 459, 462 (Portion), 451 RP (Portion), 452 (Portion), 454 S.A (Portion), 457 (Portion), 459, 462 (Portion), 463 (Portion), 464 S.A RP (Portion), 458 S.A (Portion), 467, 468, 474, 475 (Portion), 477, 478, 479, 480, 481, 482 S.A, 482 RP, 483, 484 S.A, 486 S.A RP, 528 S.A RP (Portion), 529 S.A RP, 804 (Portion), 805 RP (Portion), 809 (Portion), 810, 811, 812 RP, 813 RP, 814, 815, 816 RP, 817 RP, 1193A (Portion), 1207 (Portion), 1208, 1210, 1319, 1322 S.A, 1322 RP, 1380, 1381 RP and 1454 all in Demarcation District No. 52;

Lots Nos. 1130 RP (Portion), 1131 RP (Portion), 1132, 1133, 1134 (Portion), 1135 S.A (Portion), 1135 S.B (Portion), 1135 S.B (Portion), 1135 S.B (Portion), 1135 S.B (Portion), 1135 S.A (Portion), 1149 RP, 1150 RP (Portion), 1152 S.A (Portion), 1152 RP, 1153 S.A (Portion), 1153 RP, 1154 S.A, 1154 S.B (Portion), 1154 RP, 1156 S.B, 1156 RP, 1157 S.A ss.1 (Portion), 1157 S.A ss.2, 1157 S.A RP, 1157 S.B ss.1 (Portion), 1157 S.B RP, 1157 S.C (Portion), 1157 S.D ss.1, 1157 S.D RP, 1157 S.E, 1157 RP, 1158 S.A ss.1, 1158 S.A RP, 1158 S.B ss.1, 1158 S.B RP, 1158 S.C, 1158 RP, 1159 S.A, 1159 RP, 1160 S.A ss.1, 1160 S.A RP, 1160 S.B, 1160 RP, 1161 S.A, 1161 RP, 1162 S.A RP, 1162 S.B, 1162 S.C ss.2 S.A, 1162 S.C ss.2 RP, 1162 S.D ss.1, 1162 S.D RP, 1175 S.A, 1175 RP, 1176, 1177 S.A and 1177 RP all in Demarcation District No. 83;

Lots Nos. 41, 43 S.B (Portion), 45, 46 S.B, 49 and 53 (Portion) all in Demarcation District No. 88;

Lots Nos. 739 S.A, 739 S.B ss.1, 739 S.B RP, 739 S.C (Portion), 739 RP (Portion), 741 S.A (Portion), 741 S.B, 741 S.C (Portion), 741 S.D, 741 S.E (Portion), 741 S.F (Portion), 741 S.G, 741 S.H, 741 RP (Portion), 742 S.A, 742 S.B, 742 RP, 743 S.A, 743 RP, 744 RP, 745 S.A, 745 RP, 746 RP, 749 RP, 857 (Portion), 858, 859 (Portion), 860 (Portion), 861 (Portion), 862, 863, 864, 865, 868, 871 RP (Portion), 872 RP (Portion), 879 S.A RP (Portion), 880 S.C RP (Portion), 903 S.B (Portion), 904 S.A, 904 S.B, 904 S.C, 904 S.D (Portion), 904 S.E (Portion), 904 S.F (Portion), 904 S.G (Portion), 905, 906, 908 S.A, 908 S.B, 908 RP, 909 S.A, 910 (Portion), 911 S.C RP (Portion), 912 S.A ss.1 (Portion), 912 RP (Portion), 913, 914 S.A ss.1 (Portion), 914 RP, 915 S.A ss.1 (Portion), 915 RP (Portion), 916 (Portion), 917 (Portion), 918 (Portion), 919 (Portion), 920, 923 (Portion) and 2222 (Portion) all in Demarcation District No. 92:

Lots Nos. 4 (Portion), 5, 6 S.A, 6 RP (Portion), 7, 8 S.A, 9, 10 S.A, 10 RP, 12 S.A, 13, 14 S.A, 14 RP, 16 S.A ss.2 (Portion), 16 S.A ss.3 (Portion), 16 S.A ss.4, 16 S.A ss.5 (Portion), 16 S.A ss.6 (Portion), 16 S.A ss.7 (Portion), 16 S.A ss.8, 16 S.A ss.9, 16 S.A ss.10, 16 S.A ss.11, 16 S.A ss.12, 16 S.A ss.13, 16 S.A ss.14 (Portion), 17 S.A RP, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 (Portion), 29 (Portion), 38 S.A (Portion), 38 S.B (Portion), 38 RP (Portion), 39 S.A (Portion), 39 RP (Portion), 40 (Portion), 42 RP, 43 (Portion), 44 (Portion), 45 (Portion), 53 (Portion), 59 (Portion), 61 (Portion), 62 (Portion), 63, 64, 65 (Portion), 66 (Portion), 67, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78 S.A, 78 RP, 79, 80, 81 (Portion), 82 (Portion), 83 (Portion), 84 (Portion), 85 (Portion), 86 (Portion), 87 (Portion), 88 (Portion), 89 (Portion), 90 (Portion), 91 (Portion), 94 S.A RP (Portion), 95 S.A ss.2, 95 S.A RP (Portion), 96 S.A (Portion), 97 S.A ss.1, 97 S.A RP, 98 S.A, 98 RP (Portion), 99 (Portion), 100 S.A (Portion), 110 RP, 102 (Portion), 104 (Portion), 116 (Portion), 111 S.A (Portion), 112 (Portion), 112 (Portion), 113 (Portion), 114 (Portion), 115 (Portion), 122 (Portion), 123 (Portion), 124 (Portion), 126, 127, 128, 129, 131, 132 (Portion), 131 (Portion), 132 (Portion), 132 (Portion), 140, 143 (Portion), 145 (Portion), 148, 149, 150 (Portion), 151 (Portion), 152 (Portion), 153 (Portion), 154 (Portion), 157, 158, 161 (Portion), 162, 163 (Portion), 164 S.A (Portion), 166 S.B, 167 S.A RP, 168 S.A RP, 169 RP, 170, 171, 172 (Portion), 173, 174, 175, 176, 177, 178, 180, 181, 182, 183, 184, 186, 187, 188, 189, 190 S.A, 191, 193, 194 S.A, 195 S.A RP (Portion), 196 RP, 197 S.A (Portion), 198



RP (Portion), 199 S.A., 200 S.A., 201 S.A. (Portion), 203 (Portion), 204 (Portion), 205 (Portion), 206, 207 (Portion), 208 S.A. (Portion), 208 S.B. (Portion), 208 RP (Portion), 210 S.A., 211 S.A. RP, 212 S.A., 212 RP, 213, 214 S.A., 214 RP, 215, 216, 217, 218, 219, 220, 221 S.A. RP, 207 S.A., 212 S.A., 212 RP, 213, 214 S.A., 214 RP, 215, 216, 217, 218, 219, 220, 221 S.A. RP, 107 (100), 223 S.A. RP, 107 (100), 224 S.A. RP, 107 (100), 223 S.A. RP, 107 (100), 224 S.A. RP, 107 (100), 224 (Portion), 246 (Portion), 246 (Portion), 246 (Portion), 246 (Portion), 247 (Portion), 247 (Portion), 247 (Portion), 248 (Portion), 249 (Portion), 249 (Portion), 257 (Portion), 259 (Portion), 250 (Portion), 250 (Portion), 270 (Portion), 271 S.A. (Portion), 280 (Portion), 271 S.A. (Portion), 280 (Portion), 271 S.A. (Portion), 280 (Portion), 271 S.A. (Portion), 272 (Portion), 272 (Portion), 273 S.B. S.B. (Portion), 273 S.B. S.B. (Portion), 273 S.B. S.B. (Portion), 273 S.B. (Portion), 274 S.B. (Portion), 274 S.B. (Portion), 274 S.B. (Portion), 275 S.B. (Porti



1140 RP, 1141, 1142, 1143 (Portion), 1144 S.A, 1144 S.B (Portion), 1144 RP, 1145 (Portion), 1146 RP (Portion), 1157 RP (Portion), 1158, 1159, 1160, 1161, 1162, 1914, 1917, 1921 S.B, 1921 RP, 1924, 1952 (Portion), 1971 (Portion), 1975, 1994 (Portion), 1995, 2067, 2072 (Portion), 2074 and 2079 all in Demarcation District No. 95;

(Portion), 20/4 and 20/9 all in Demarcation District No. 95;

Lots Nos. 626 S.A RP, 627, 629, 630 S.A, 630 S.B RP, 631 RP, 632 RP (Portion), 633 RP (Portion), 634 S.C RP, 637 RP, 638 RP, 643 RP, 644 RP, 645 S.A RP, 645 S.C RP, 647 RP, 657 S.A RP (Portion), 659 S.A RP (Portion), 659 S.B (Portion), 659 S.C RP (Portion), 662 (Portion), 663 (Portion), 664 RP (Portion), 665 RP, 666 RP (Portion), 667 (Portion), 668 (Portion), 671 (Portion), 747 S.B RP (Portion), 747 S.C RP (Portion), 747 S.D ss.1 (Portion), 834 RP (Portion), 839 S.B (Portion), 839 S.C ss.1 (Portion), 839 S.C RP (Portion), 839 RP (Portion), 855 RP, 858, 859 S.B RP (Portion), 860 (Portion), 861 (Portion), 862 RP, 863, 864, 866, 869 RP (Portion), 870 (Portion), 871 (Portion), 872 (Portion), 875, 876, 877, 878, 882 RP, 884 RP, 886 RP, 888 RP (Portion), 897, 898 (Portion), 899 (Portion), 900 (Portion), 901 (Portion), 904 (Portion), 905 (Portion), 920 (Portion), 922 (Portion), 923 (Portion), 924 (Portion), 925 (Portion), 954 (Portion), 965, 976A, 979, 980, 982 (Portion), 983 (Portion), 989 (Portion), 998 (Portion), 999 (Portion), 990 S.B (Portion), 1000 (Portion), 1004 (Portion), 1005, 1006, 1007, 1008 (Portion), 1015 (Portion), 1017 (Portion), 1020, 1021 (Portion), 1033, 1035, 1037, 1040, 1042, 1056 (Portion), 1057 and 2252 RP (Portion) all in Demarcation District No. 96; and

Fanling Sheung Shui Town Lot No. 182 RP (Portion).

TAKE NOTICE that the Chief Executive in Council has decided that the above-mentioned land is required for a public purpose, and under powers delegated by the Chief Executive of the Hong Kong Special Administrative Region, I have made an order that the above-mentioned land shall be resumed and revert to the Government of the Hong Kong Special Administrative Region on the expiration of THREE MONTHS from the date of the affixing of this notice to the said land.

This notice was affixed to the above-mentioned land on 11 January 2024. Upon expiration of the notice period at midnight on 11 April 2024, the above-mentioned land shall revert to the Government of the Hong Kong Special Administrative Region. The date of reversion shall be

The electronic version of this notice and the aforesaid Resumption Plan may be viewed on the Lands Department website (https://www.landsd.gov.hk/en/resources/gov-notices/acq.html) under Government Notices after this notice is published in the *Gazette*. A copy of this notice and the aforesaid Resumption Plan may be inspected by members of the public, free of charge, at the following offices during the following hours when those offices are normally open to the public:-

Offices

Central and Western Home Affairs Enquiry Centre, Ground Floor, Harbour Building, 38 Pier Road, Central, Hong Kong

North Home Affairs Enquiry Centre, Ground Floor, North District Government Offices, 3 Pik Fung Road, Fanling, New Territories

Yuen Long Home Affairs Enquiry Centre, Ground Floor, Yuen Long District Office Building, 269 Castle Peak Road, Yuen Long, New Territories

District Lands Office, North, 6th Floor, North District Government Offices, 3 Pik Fung Road, Fanling, New Territories

District Lands Office, Yuen Long, 9th Floor, Yuen Long Government Offices, 2 Kiu Lok Square, Yuen Long, New Territories

Opening Hours (except on public holidays)

Monday to Friday 9.00 a.m. to 7.00 p.m.

Monday to Friday 8.45 a.m. to 12.30 p.m. and 1.30 p.m. to 5.30 p.m.

11 January 2024

CHIU Lee-lee, Lily Deputy DirectorlSpecialist, Lands Department





查詢物業的指定差餉及/或地租帳目 收取查詢結果

	1	CTT
杳詢	4.00	HH.
	200	スマ

帳目編號

在此日或之前的繳款已計算在內(日/月/年) 26/11/2024

物業單位地址或名稱 上水 近馬會道 丈量約份第52約 地段第397RP(部分)及399(部分)

DD 52 LOTS 397RP(PT) & 399(PT) OFF JOCKEY CLUB RD SHEUNG SHUI

帳月編號為

的帳目結餘(下列資料只供參考)

徵收款項計算至以下日期

款項(港幣)

(日/月/年)1

31/12/2024

差餉 地租

總額

最後繳款日期 1(詳細註釋)

結欠 不適用

請即繳交

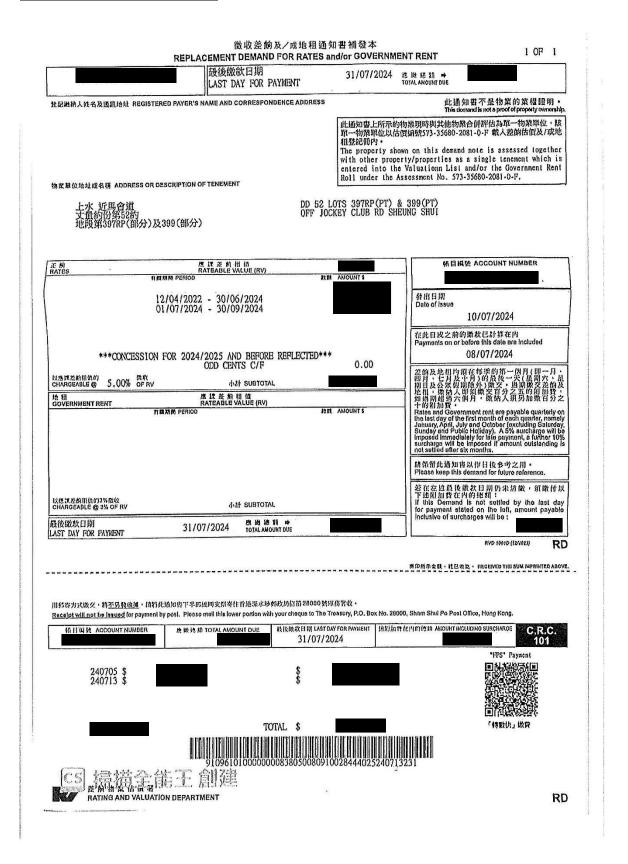
限期已過,請即繳交。

• 請注意,本表格所顯示的帳目結餘只屬於指定的帳目,並不包括有關物業的其他帳目情況。要查詢同一物業 的所有帳目情況,請使用「物業資訊網」的「查詢差餉及/或地租帳目資料」服務,在網上查詢有關帳目資 料,每個物業記錄的查詢費用為20元,或填妥表格RVD1009<u>「差餉及/或地和帳目查詢表格」</u>作出書面查 詢,每一個物業記錄的查詢費用為81元。

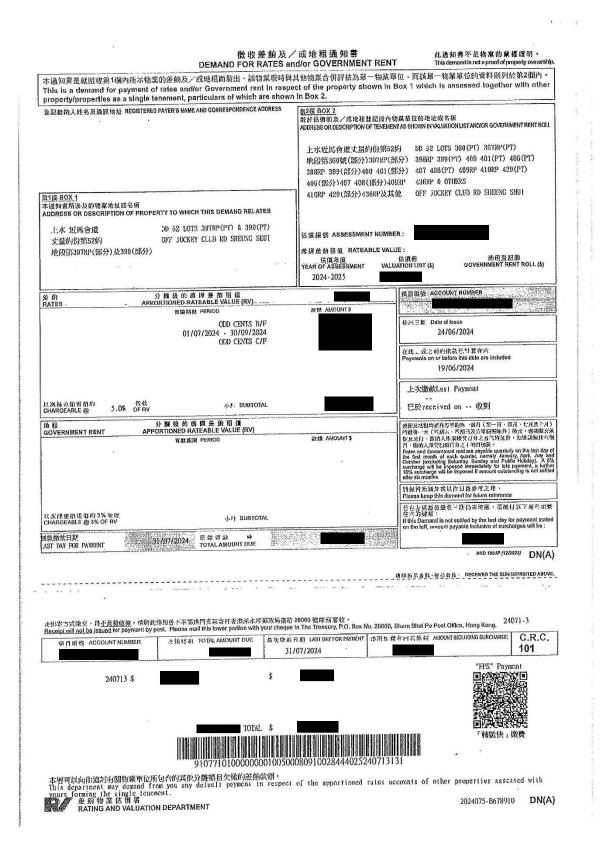
在 01/04/2024 開始的財政年度內:

- 上述物業每季應繳的差餉額是港幣
- 上述每季應繳的差餉並未反映該物業的差餉寬減額(如有)。
- 如欲瀏覽關於差餉寬減的資訊,請點擊差餉寬減資訊。

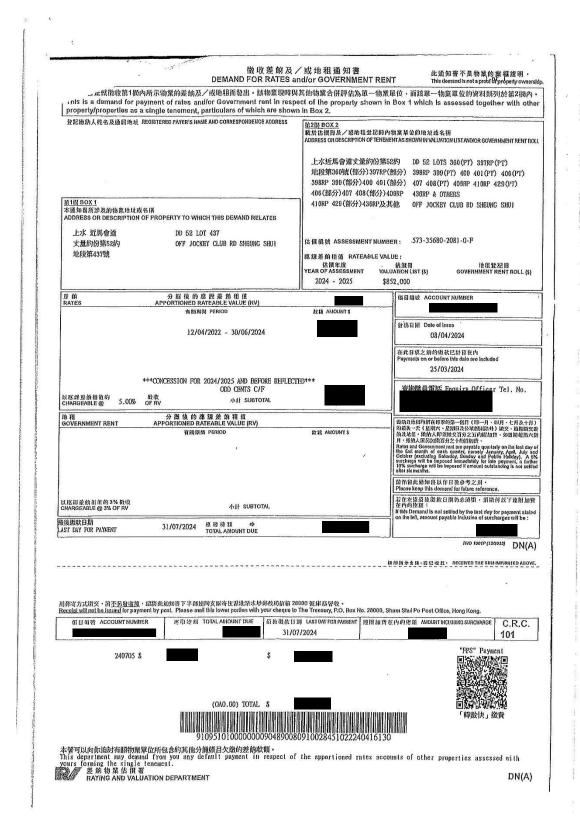
















查詢物業的指定差餉及/或地租帳目 收取查詢結果

查詢結果

帳目編號

在此日或之前的繳款已計算在內(日/月/年) 26/11/2024

物業單位地址或名稱 上水 近馬會道 丈量約份第52約 地段第400號及436RP

DD 52 LOTS 400 & 436RP OFF JOCKEY CLUB RD SHEUNG SHUI

帳目編號為

的帳目結餘 (下列資料只供參考)

31/12/2024

徵收款項計算至以下日期 (日/月/年)¹

差餉

也租

由紹

最後繳款日期 1(詳細註釋)

結欠 不適用

結欠

請即繳交

款項(港幣)

限期已過,請即繳交。

• 請注意,本表格所顯示的帳目結餘只屬於指定的帳目,並不包括有關物業的其他帳目情況。要查詢同一物業的所有帳目情況,請使用<u>「物業資訊網」</u>的「查詢差餉及/或地租帳目資料」服務,在網上查詢有關帳目資料,每個物業記錄的查詢費用為20元,或填妥表格RVD1009<u>「差餉及/或地租帳目查詢表格」</u>作出書面查詢,每一個物業記錄的查詢費用為81元。

在 01/04/2024 開始的財政年度内:

- 上述物業每季應繳的差餉額是港幣
- 上述每季應繳的差餉並未反映該物業的差餉寬減額(如有)。
- 如欲瀏覽關於差餉寬減的資訊,請點擊差餉寬減資訊。





.查詢物業的指定差餉及/或地租帳目 收取查詢結果

4-11	1.1	test	
杳詣	17.1		
E DE	1220	N	

帳日編號

在此日或之前的繳款已計算在內(日/月/年) 26/11/2024

物業單位地址或名稱 上水 近馬會道 丈量約份第52約 地段第437號

DD 52 LOT 437 OFF JOCKEY CLUB RD SHEUNG SHUI

帳日編號为

的帳目結餘 (下列資料只供參考)

,	徵收款項計算至以下日期 (日/月/年) ¹	款項(港幣)
差餉	31/12/2024	結欠
地租		不適用
總額		結欠
最後繳款日期 ¹ (詳細註釋)		請即繳交

限期已過,請即繳交。

請注意,本表格所顯示的帳目結餘只屬於指定的帳目,並不包括有關物業的其他帳目情況。要查詢同一物業的所有帳目情況,請使用「物業資訊網」的「查詢差餉及/或地租帳目資料」服務,在網上查詢有關帳目資料,每個物業記錄的查詢費用為20元,或填妥表格RVD1009「差餉及/或地租帳目查詢表格」作出書面查詢,每一個物業記錄的查詢費用為81元。

在 01/04/2024 開始的財政年度內:

- 上述物業每季應繳的差餉額是港幣
- 上述每季應繳的差餉並未反映該物業的差餉寬減額(如有)。
- 如欲瀏覽關於差餉寬減的資訊,請點擊差餉寬減資訊。



Land rental contracts of the original premise from the applicant

租賃合約
(甲方)
以下稱甲乙雙方租賃協議:
)乙方向甲方承租位於新界 D.D.52 LOT NO.401 號之農地,租期由 2018 年 2 月 1 日至 2026 年 1 月 31 日止。每年租金為港幣 元正(HK\$ 元正(HK\$ 地段倒泥頭,平整地盤。唯得在 1.2 米,政府準許之合法情况下填泥,如超標引發之政府罰款,一慨由租客負責。
2) 乙方不得在上述土地貯存違禁品或進行一切觸犯本港法例之事情,如作出非法用途或非治事情而被政府檢控,乙方須負全責任,而甲方有權收回上述出租之土地。
3)在租約期內如涉及乙方使用土地因個別經營業務而遇到向政府申請各項牌照時一切責任及費用應由乙方負責。
4) 乙方在簽約時須繳付首年(即 2018 年 2 月 1 日至 2019 年 1 月 31 日)之租金港幣 正(HK\$ 产)予甲方。
5)租賃期內水電雜費及差餉由乙方負責,地租則由甲方負責。
6) 乙方在申辦有關牌照時如有需要可甲方要求協助或徵詢,而甲方必須協助乙方,但一切申請之有關費用則由乙方負責。
7)租約期間,甲乙雙方可以以三個月的書面通知終止租約,乙方遷出時必須將全部物品及幹物清走,將吉地交還甲方,不得向甲方收取任何賠同償。
本租賃合約一式兩份 (每份共一頁) ,各願遵守,各執一份存證。
業主 (甲方) 代表簽署: 租客 (乙方) 簽署:
For and on behalf of FANCY SPOT LIMITED
見證人簽署: 見證人簽署:



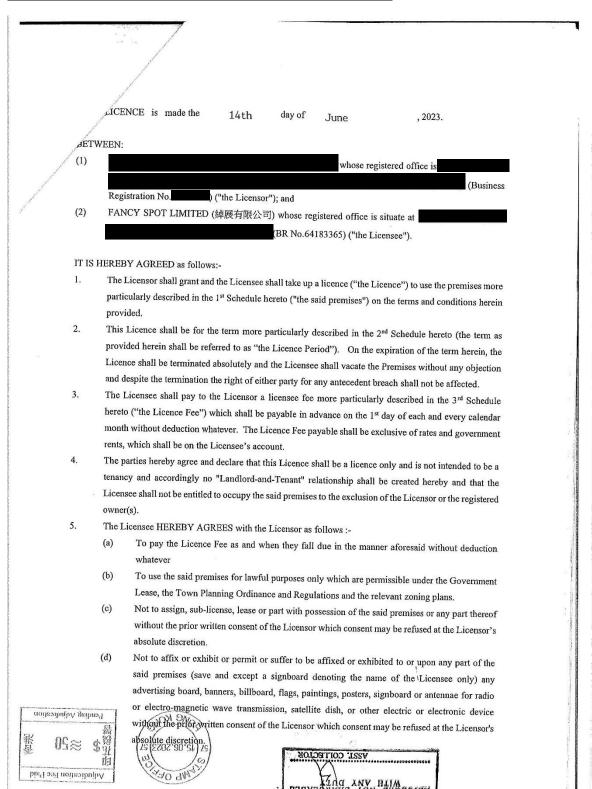
雙方簽署日期:

年 月

日

商業登記號碼:64183365-000-12-16-5

Land rental contracts of the original premises from the applicant





- (e) To pay and discharge (save and except property tax which shall be borne by the Licensor) all rates, Government rents, service charges, waiver fees and all outgoings and utility charges for electricity, gas and water consumed by the Licensee in the said premises.
- (f) To obtain and maintain throughout the Licence Period at the Licensee's own costs all necessary licences, permits, consents and waivers from any Government or other authorities which are required for the Licensee's operation at the said premises.
- (g) To take all reasonable measures for environmental protection at the Licensee's own costs in compliance with all applicable laws and regulations or the requirement by the Environment Protection Department or other relevant authorities.
- (h) To take all reasonable precautions and measures to protect any person entering into the said premises from being injured due to the unsafe condition of the said premises or any part thereof or due to the negligence of the Licensee and to indemnify and keep the Licensor fully indemnified from any claim or legal action as a result of a breach of this clause.
- (i) Not to erect any structures or buildings or the like on the said premises unless the prior written consent of the Licensor is obtained provided that in any event the Licensee shall at its own costs apply for and obtain any building licence or permission from the District Lands Office, the Building Authority, the Planning Department, the Town Planning Board and/or any other relevant authorities.
- (j) Not to store unlawful goods, saltpetre, petrol, kerosene or other explosive or combustible substances or toxic materials or substances in any part of the said premises.
- (k) Not to store any chemical or radioactive materials or waste at the said premises.
- Not to use or permit or suffer any part of the said premises to be used for any illegal, immoral or improper purpose.
- (m) Not to use the said premises or any part thereof for domestic purposes.
- (n) Not to perform or conduct any mining operation on any ground in the said premises and not to dig and remove any earth gravel mud soil and stone from the said premises.
- (o) Not to use the said premises as dumping ground or for land filling.
- (p) Not to permit any noise or allow any music to be produced in the said premises so as to give cause for reasonable complaint from the occupants of neighbouring premises.
- (q) Not to carry on or commit or permit to be carried on or committed on the said premises any offensive trade or occupation.
- (r) Not to contaminate or pollute the soils or water in the said premises.
- (s) Not to cause unnecessary annoyance, inconvenience or disturbance to the Licensor and for the purpose of this clause, persistent failure to pay the Licence Fee on time shall be regarded as causing unnecessary inconvenience to the Licensor.
- (t) Not to commit or suffer anything which shall amount to a breach by the Licensor of the covenants terms and conditions in the Government Lease or Conditions and to indemnify the Licensor against the breach non-observance or non-performance thereof.
- (u) To indemnify the Licensor against all claims demands actions and legal proceedings whatsoever made upon the Licensor in respect of any damage to any person caused by the negligence of the



- Licensee his agents servants or licensees or any substance or thing from the said premises or the damaged condition of the interior of the said premises where such defective or damaged condition arose from a breach by the Licensee of the Licensee's obligations hereunder or any fixtures or fittings for the repair of which the Licensee is responsible hereunder and against all cost and expenses incurred by the Licensor in respect of such claim or demand except when the same shall be due to the act or omission of the Licensor.
- (v) Not to do anything in contravention of the provisions of all Ordinances bye-laws regulations notices and requirements of the appropriate Government authorities in connection with or in relation to the said premises and to indemnify the Licensor against all fines penalties and losses incurred by any breach thereof.
- (w) To notify the Licensor as soon as reasonably practicable should any structure or material containing asbestos or other harmful substances is found at the said premises and to comply with all regulations and law in handling and disposing of such structure or material.
- (x) To give full particulars to the Licensor of any notice direction order or proposal for the said premises made given or issued to the Licensee by any authority within 7 days of receipt and if so required by the Licensor to produce it to the Licensor and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Licensor but at the cost of the Licensee to make or join with the Licensor in making such objection or representation against or in respect of any notice direction order or proposal as the Licensor shall deem expedient.
- (y) At the expiration or sooner determination as herein provided of the said Licence Period to deliver up to the Licensor vacant possession of the said premises in good repair and condition (reasonable fair wear and tear excepted) and to remove at the Licensee's expenses all fixtures fittings addition partition floor covering erections and alteration in the nature of the Licensee's fixtures and fittings and made or installed by the Licensee and to reinstate restore and make good any damage caused by such removal or reinstatement thereto.
- 6. PROVIDED ALWAYS and IT IS HEREBY AGREED AND DECLARED as follows:-
 - (a) If the Licence Fee shall not be paid within 15 days of the due day whether legally demanded or not, or if there is any breach or non-observance of any term or condition by the Licensee, or if the Licensee shall become bankrupt or enter into any composition or arrangement with creditors, or suffer the Licensee's goods to be levied on execution or if the Licensee is a company and shall enter into liquidation whether compulsory or voluntary (save for the purpose of construction or amalgamation) then and in any of the said cases it shall be lawful for the Licensor at any time thereafter to terminate this Licence but without prejudice to any right of action of the Licensor in respect of any antecedent breach by the Licensee.
 - (b) The Licensee shall protect the properties and belongings placed by itself or someone with its permission at the said premises and the Licensor shall not be under any liability whatsoever to the Licensee or to any other person whomsoever in respect of any loss or damage sustained by the Licensee or such other person howsoever caused whether by fire, flooding or otherwise.



- (c) Acceptance of License Fee by the Licensor shall not be deemed to operate as a waiver by the Licensor of any right to proceed against the Licensee in respect of a breach by the Licensee of any of his obligations hereunder.
- (d) Any notice required to be served hereunder shall be sufficiently served if delivered to the receiving party's registered office in Hong Kong and the effective date of service shall be the same day of service if delivery is made by hand and the second business day if by post properly prepaid and addressed to the recipient.
- (e) For the purpose of these presents any act default or omission of the agent servants and visitors of the Licensee shall be deemed to be the act default or omission of the Licensee.
- (f) Notwithstanding anything herein contained, if a notice of resumption or a notice of creation of statutory easement affecting the whole of the said premises shall be issued or served by the Government or other authorities under the Lands Resumption Ordinance, Railways Ordinance or any other relevant Ordinance, then this Licence and the Licence Period created herein shall be absolutely determine on the same day on which the said premises shall be reverted to the Government or on which the statutory easement shall be effective but immediately prior thereto and the Licensee shall forthwith vacate the said premises. No compensation or damages shall be payable by the Licensor to the Licensee for such determination and all compensation or exgratia payments payable by the Government or other authorities therefor shall belong to the Licensor solely.
- (g) Notwithstanding anything herein contained, if a notice of resumption or notice of creation of statutory easement in respect of a portion of the said premises shall be issued or served by the Government or other authorities under the Lands Resumption Ordinance, Railways Ordinance or any other relevant Ordinance, then the Licensee shall have an option EITHER to terminate this Licence and the Licence Period created herein by giving to the Licensor not less than one month prior notice in writing and on the expiration of such notice this Licence shall be determine absolutely OR continue the Licence on the same terms in respect of the remaining portion after the effective date of such notice of resumption or creation of statutory easement with abatement in Licence Fee in proportion to the portion resumed provided that in any case no compensation or damages shall be payable by the Licensor to the Licensee and all compensation or ex gratia payments payable by the Government or other authorities shall belong to the Licensor solely.
- (h) Notwithstanding anything herein to the contrary, if the Licensor shall resolve to develop or redevelop the said premises or part thereof either alone or jointly with others (a resolution in writing certified as true by a director of the Licensor shall be final and conclusive and binding on the Licensee), then the Licensor shall be entitled to terminate this Licence earlier by giving to the Licensee not less than three (3) months' notice in writing and on the expiration of such notice this Licence shall terminate absolutely and the Licensee shall vacate the said premises forthwith without any objection.
- (i) The Licensor does not represent or warrant that the said premises are suitable for any particular purpose or user and the Licensee shall at its own costs and expenses apply for and obtain any permit approval or licences from the District Lands Office, the Environmental Protection

Department, the Planning Department, the Town Planning Board and any other relevant authorities for its intended use of the said premises. Should any notice be served on the Licensor or Licensee by any authority prohibiting the use of the said premises by the Licensee the Licensee shall either comply with such notice at its own costs during the residue or continuation of the said Licence Period or give to the Licensor three months' notice in writing to determine this Licence and thereupon this Licence and the Licence Period created herein shall determine absolutely on the expiration of such notice and no damage or compensation shall be payable by the Licensor therefor.

- (j) The Licensor does not warrant as to the exact area, boundary or the physical state or condition of the said premises or whether the said premises are subject to or are served by any easements or right of way and the Licensee having inspected the said premises shall take them on an "as is" basis.
- (k) The Licensor does not warrant whether there will be supply of fresh water, electricity or gas to the said premises or whether the supply of which will be continued and the Licensee shall at his own costs arrange the same.
- (i) The Licensee shall on the signing hereof deposit and maintain with the Licensor a sum as more particularly described in the 3rd Schedule hereto ("the said deposit") to secure the due observance and performance by the Licensee of the conditions herein contained and on the Licensee's part to be observed and performed. The said deposit shall be retained by the Licensor throughout the Licence Period free of any interest to the Licensee with power for the Licensor without prejudice to any other right or remedy hereunder to deduct therefrom the reasonable amount of any costs expenses loss or damage sustained by the Licensor as the result of any non-observance or non-performance by the Licensee of any such condition.
 - (ii) In the event of any deduction as aforesaid, the Licensee shall as a condition precedent to the continuation of the License deposit with the Licensor the amount by which the said deposit may have been lawfully and properly deducted and if the Licensee shall fail so to do the Licensor shall forthwith be entitled to terminate this Licence in which event the deposit may be forfeited to the Licensor without prejudice to any other right of the Licensor hereunder.
 - (iii) Subject as aforesaid the said deposit shall be refunded to the Licensee by the Licensor within 7 days after the expiration or sooner determination of this Licence and the delivery of vacant possession of the said premises to the Licensor or within 7 days of the settlement of the last outstanding claim by the Licensor whichever is the later.
 - (iv) In no event shall the Licensee be entitled to treat payment of the said deposit as payment of the Licence Fee provided herein.
- (m) The Licensee shall deliver up vacant possession of the said premises to the Licensor at the expiration or sooner determination of this Licence notwithstanding any rule of law or equity to the contrary.
- The Licensee hereby acknowledges that except the said deposit no consideration, premium or key money
 has been paid by the Licensee to the Licensor hereunder.



It is expressly provided that the Licensee shall not be entitled to object to or raise any requisition as to the entitlement or capacity of the Licensor in granting this Licence. If there is any objection raised by any of the land owners or co-owners of the said premises to the use of the said premises or any part thereof by the Licensee, the Licensee shall have an option EITHER to terminate this Licence in its entirety in which case neither party shall have any claim against the other of them except for any antecedent breach of any other provisions of this Licence OR to continue this Licence with such part of the said premises under objection excluded henceforth in which case the Licence Fee shall be reduced in proportion to the area excluded and the Licensee shall not be entitled to claim the Licensor for any loss or damage suffered or to be suffered as a result.

- 9. Each party shall bear and pay its own costs and expenses of and incidental to the preparation and completion of this Licence provided that the stamp duty payable on this Licence and its counterpart shall be borne by the parties hereto in equal shares.
- 10. In this Agreement unless the context the context otherwise requires:- words denoting persons include corporations and firms; words denoting masculine gender include feminine gender and neuter gender; words denoting the singular number include the plural number and vice versa; where any party to this Agreement shall comprise more than one person, their obligations and liabilities hereunder shall be joint and several; and the expressions "the Licensor" and "the Licensee" shall in the case of an individual include the person specifically named and his executors administrators and assigns and in the case of a corporation include the company specifically named and its successors and assigns.
- It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Agreement and nothing herein will create rights under the said Ordinance.

AS WITNESS the hands of the parties hereto the day and year first above written.



THE 1ST SCHEDULE

(The said Premises)

DEMARCATION DISTRICT NO.52 LOT NOS.404(portion), 405A(portion), 439(portion), 428(portion), 438(portion), 440(portion), 441(portion), 442(portion), 360(portion), 369(portion), 402, 444(portion), 474(portion), 353A, 356(portion), 365RP, 377ARP, 358(portion), 370(portion), 362(portion), 361(portion), 367(portion), 450RP(portion), 1210(portion), 363(portion), 352(portion), 355(portion), 377BRP, 378, 346(portion), 373(portion), 348(portion), 351(portion), 364(portion), 454A(portion), 359(portion), 381RP, 451RP, 398RP(portion), 410RP(portion), 414CRP(portion), 415RP(portion), 416RP(portion), 350(portion), 414ABRP(portion), 420RP, 475, 469, 446 AND 482RP.

THE 2ND SCHEDULE

(The Licence Period)

For a term of TWO YEARS commencing from the 1st day of December 2022 and expiring on the 30th day of November 2024 (both days inclusive).



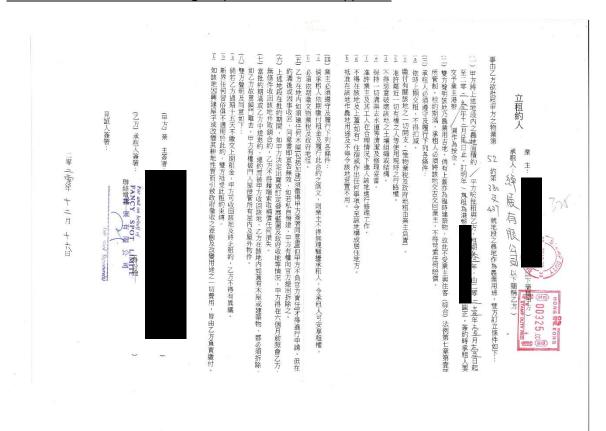
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SIGNED by	7700)			
for and on beha	If of the Licensor	3			
whose signa in the presence	ture is)			
verified by					
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	BI	IT.M. Li		4.	
		long Kong SA	R		
	J. Chan, Yi	p, So & Partne	ers		
ACKNOWLED	GED receipt of)			
the said deposit	in the sum)			
of HK\$	from)			
the Licensee		<u> </u>			



1	SIGNED by)	For and on be	SPOT	LIMITED
	for and on behalf of the Licensee)	綽 展	有限	公 司
	in the presence of:-)	***************************************		ed Signature(s)



Land rental contracts of the original premises from the applicant





Appendix II

Details of alternative sites for relocation



Appendix II - Details of Alternative Sites for Relocation

Alternative Site / Application Site	Site 1	Site 2	Site 3	Site 4	Site 5	Application Site
Location	Various Lots in D.D. 129, Lau Fau Shan, Yuen Long, New Territories	Various Lots in D.D. 99, Chau Tau, San Tin, New Territories	Various Lots in D.D. 78, Lin Ma Hang, New Territories	Various Lots in D.D. 93, Ma Tso Lung, New Territories	Various Lots in D.D. 9, Kau Lung Hang, Tai Po, New Territories	Various Lots in D.D. 100, Lin Tong Mei, Kwu Tung South, New Territories
Site Area	10,740 m² (about)	4,242 m² (about)	24,446 m² (about)	30,190 m² (about)	11,045 m² (about)	7,459 m² (about)
Accessibility	Accessible from Deep Bay Road via a local access	Accessible from Lok Ma Chau Road via a local access	Accessible from Lin Ma Hang Road via a local access	Accessible from Ma Tso Lung Road via a local access	Accessible from Tai Wo Service Road via a local access	Accessible from Fan Kam Road via a local access
Distance from Original Premise	14.3 km (about)	11.4 km (about)	4.2 km (about)	3.1 km (about)	5.8 km (about)	4.5 km (about)
Outline Zoning Plan	Approved Lau Fau Shan and Tsim Bei Tsui OZP No. S/YL-LFS/11	Approved San Tin Technopole OZP No. S/STT/2	Approved Ta Kwu Ling North OZP No. S/NE-TKLN/2	Approved Ma Tso Lung and Hoo Hok Wai OZP No. S/NE-MTL/3	Approved Kau Lung Hang OZP No.: S/NE-KLH/11	Approved Kwu Tung South OZP No. S/NE-KTS/22
Zoning	"Green Belt" ("GB")	Other Specified Uses" annotated "Innovation and Technology" ("OU(I&T)")	"Recreation" ("REC")	"Green Belt" ("GB") and "Conservation Area (1)" ("CA(1)")	"Green Belt" ("GB")	"Agriculture" ("AGR")
Existing Condition	Covered with vegetation and woodland	Generally flat, partially covered with vegetation and occupied by vacant temporary structures	Mostly vacant and partially hard- paved	Mostly vacant, covered with vegetation and occupied by fishpond	Covered with vegetation and woodland	Generally flat and vacant, partially covered with vegetation
Surrounding Area	Surrounded by tree groups, temporary structures for open storage and residential use	Surrounded by temporary structures for storage, workshop and agricultural uses; and vacant land covered by vegetation and hard-paving	Surrounded by vacant land, woodland, public roads, temporary structures and village houses	Surrounded by vegetation, pond, some GIC/residential use	Surrounded by agricultural activities and vacant land covered with vegetation and woodland	
Suitability for Relocation	Not suitable for relocation: - Falls within the "GB" zone - Not compatible with the surrounding area - Much larger than the original premise - Remote Location	Not suitable for relocation - Tree felling is required - Not compatible with surrounding area - Land is expected to be resumed for STT development - Remote location	Not suitable for relocation - Much larger than the original premise - Remote location - Not compatible with the surrounding area	 Not suitable for relocation: Much larger than the original premise Falls within the closed area Falls within the "GB" and "CA (1)" zones Narrow roads nearby, unfriendly for larger vehicles 	 Not suitable for relocation Falls within the "GB" zone Site area is too small for current business Active agricultural activities found Not compatible with the surrounding area 	 Suitable for relocation: Easily accessible from public road Relatively flat and vacant No active agricultural activities In close proximity from the original premise

