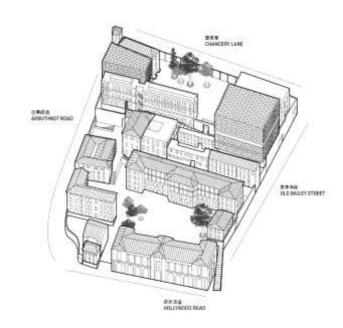


FORM OF EXPRESSION OF INTEREST for Leasing of JCCPS Premises

Managed by The Jockey Club CPS Limited (JCCPS), Tai Kwun is Hong Kong's Centre for Heritage and Arts — a cultural destination for inspiration, stimulation and enjoyment. Not only do we aspire to offer the best heritage and arts experiences, and to cultivate knowledge and appreciation of contemporary art, performing arts and history in the community, but we are also dedicated to providing lifestyle enjoyment to enrich visitors experience.

JCCPS is now inviting interested parties to express interest to lease our commercial premises. The purpose of the Expression of Interest (EOI) is to facilitate JCCPS to understand the proposition, expectations and requirements of prospective operators, on a non-committal basis, so as to curate the most suitable retail and catering offerings and operators in Tai Kwun (the "Project").



Interested parties are welcome to complete and submit this Form of Expression of Interest to enable JCCPS to register the information and follow-up when potential premises suitable for the business concept presented becomes available.

Please submit this Form of Expression of Interest and Form of Declaration to leasing@taikwun.hk

If you have any questions about this Form of Expression of Interest or the EOI process or require any additional information, please contact the leasing agent of JCCPS: CBRE Limited [Mr. Lawrence Wan at lawrence.wan@cbre.com]

保育活化 Conserved and revitalised by





卓越項目獎 Award of Excellence

賽馬會文物保育有限公司 The Jockey Club CPS Limited 香港中環荷李活道10號 大館 14 座 2 樓 2/F Block 14, Tol Kwun 10 Hollywood Rood, Central, Hong Keng

1. Company Particulars

Company Name (English):	
Company Name (Chinese):	
Registered Address:	
Correspondence Address (if different from above):	
Company Website:	
Contact Person:	
Post Title:	
Email Address:	
Telephone No.:	
□ *Form of Declaration (Apper□ *Company Profile and Key n	nanagement team, sed Idea (if project reference is unavailable) icate
2. Specifications	
Please specify your propose ☐ Retail ☐ F&B ☐ Others:	d trade for leasing the Premises:
Size of the premises: ☐ 200 – 500 sq. ft. ☐ 500 – 1 ☐ Above 2,000 sq. ft. (For F&E	,000 sq. ft. □ Above 1,000 – 2,000 sq. ft. 3 only)
Preferred Lease Commencer	ment Date:

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Please outline your business concept proposed for leasing a premises at Tai Kwun with brief description of your products, positioning, target customers, and price range. Reference photos of shop and products are welcome. For F&B proposal, please also provide, amongst others, the proposed cuisine type(s) and restaurant fit-out references, if any. We encourage to keep your description to one A4 page though you can submit more appendices if required.

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3. Concept Proposal:

We hereby certify that the information provided in this Form of Expression of Interest is true and correct and that the Contact Person as named could be contacted for verification purposes.
Authorized Signature & Company Chop
Date:

賽馬會文物保育有限公司 The Jockey Club CPS Limited 香港中環荷李洁道10號 大館 14 座 2 樓 2/F Block 14, Tai Kwun 10 Hallywood Road, Central, Hang Kong

4. Disclaimer and Rights of the JCCPS

- 1. This document does not constitute any offer or invitation or solicitation of any offer in connection with the Project described herein. Neither this document nor any activities in connection therewith shall create any legal obligations or liabilities in any way on the part of The Jockey Club CPS Limited ("JCCPS"), The Hong Kong Jockey Club Charities Trust (the "Trust") or any of any of its affiliated or associated organisations. Neither this document nor anything contained herein shall form the basis of any contract or commitment whatsoever.
- 2. Plans and proposals contained or contemplated in this document may not proceed and no warranty or undertaking is given thereof.
- 3. Consents and approvals from JCCPS and third parties are required for use or distribution or exploitation of the contents and/or information herein.
- 4. By providing any information in response to this document, you agree to accept and be bound by the foregoing conditions and to the terms and conditions set out below:
 - All information and materials, including their preparation and submission, are provided at your own costs and expenses. The Trust/JCCPS shall under no circumstances be liable for any such fees and expenses.
 - All information and materials received from you will not be returned.
 - The Trust/JCCPS does not owe you any duty of confidentiality and is not responsible for and does not guarantee the confidentiality of any of the information and materials received from you.
 - All information and materials provided by you are original works and prepared in good faith and are factually correct and without misrepresentation or infringement.
 - Additional information will be timely provided by you as update of changes and also upon request for clarification.
 - Consent is granted to JCCPS and/or its consultants for verification with third parties on information and materials received from you.
 - JCCPS may, and reserves the right to, incorporate in tender or other documents on the Project, or otherwise use for and in connection with the Project, any information or materials received from you, including (without limitation) your name and logo.
 - Consent is granted to the JCCPS to make necessary disclosure to the Government or such other persons in accordance with the requirements of the Head Lease.
 - Personal data contained in the information and materials submitted will be used for the purposes of this Project and all other purposes arising from or incidental to this Project.
 - Information provided to you is for reference only. You should make your own independent investigation, analysis and assessment.
 - No warranty or representation is given or to be implied against the JCCPS on any of the contents and information expressed or contained herein as to their accuracy or completeness. All contents and information contained in this document are given as of

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- Consents and approvals from the JCCPS are required for use or distribution or exploitation of the contents and/or information herein.
- Neither this document nor any activities in connection therewith shall create any legal obligations or liabilities in any way on the part of the Trust/JCCPS.
- You shall not, and shall procure that your employees, agents and consultants shall not, offer, solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in respect of or in connection with the Project.
- You shall prepare any submitted information independently, and without consultation, communication, agreement, arrangement or collusion with any respondent making the same or similar proposal for and in connection with the Project.
- You ensure that you, any group company, any associated company, and the respective shareholders, partners, directors, staff, agents or consultants, will keep confidential all information and materials received from or provided to the JCCPS, including all communications and negotiations with the JCCPS, save where such information or material has come into the public domain otherwise than through your fault or negligence.
- You undertake to indemnify and keep indemnified the JCCPS against all losses, damages, costs and expenses arising out of or in relation to any breach of any of the above terms or conditions.

賽馬會文物保育有限公司 The Jockey Club CPS Limited 香港中環荷李洁道10號 大館 14 座 2 樓 2/F Block 14, Tai Kwun 10 Hallywood Road, Centrol, Hang Kong

Appendix 1 - FORM OF DECLARATION

To: The Jockey Club CPS Limited

DECLARATION

- We refer to the Form of Expression of Interest issued by The Jockey Club CPS Limited.
 Terms and expressions defined in the Form of Expression of Interest shall have the same
 meanings when used in this document.
- 2. We hereby agree to be bound by the terms and conditions of the Form of Expression of Interest.
- 3. I / We declare that the submitted information, and any and all other proposals, tenders and documents that we may later submit for and in connection with the Project has been or will be prepared independently, and without consultation, communication, agreement or arrangement with any other respondent making the same or similar submission for and in connection with the Project.
- 4. We declare that all information given by us in the Form of Expression of Interest is true and correct.
- 5. We certify that our directors or members of their families (meaning spouse and children) have no financial, other interests or relationship with any of the director / trustee or staff of The Hong Kong Jockey Club, The Hong Kong Jockey Club Charities Trust, The Jockey Club CPS Limited, Tai Kwun Culture and Arts Company Limited except as set out below:

[

*Insert NIL if you have nothing to declare

- 6. Except as set out below, we declare that our directors or members of their families (meaning spouse and children) have no financial or other interests or relationship with any of the shareholders, partners, directors or staff of the following consultants engaged on the Project:
 - (i) CBRE Limited (Leasing Advisory consultant)
 - (ii) Herzog & De Meuron Basel Limited (Design consultant)
 - (iii) Rocco Design Architects Associates Limited (Executive Architect consultant)
 - (iv) Purcell (Conservation Architect consultant)
 - (v) Juicyapp Limited (Digital Marketing consultant)
 - (vi) PHD Limited (Media Buy consultant)
 - (vii) CMRS Digital Solutions Limited (Social Media consultant)

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*Insert NIL if you have nothing to declare

- 7. We undertake to inform The Jockey Club CPS Limited in writing immediately if any conflict of interest arises in connection with our participation or intention to participate in the process.
- 8. We undertake that we shall not, and shall procure that our employees, agents and consultants shall not, offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any director / trustee or employee or agent of The Hong Kong Jockey Club, The Hong Kong Jockey Club Charities Trust, The Jockey Club CPS Limited or any of their associated entities / subsidiaries in relation to this RFP and/or any other submissions for and in connection with the Project.
- 9. We hereby confirm that the following person is duly authorized to respond to any of your queries and to act for and on our behalf in connection with the proposal:

Name	:	
Post Title	:	
Organisation	:	
Telephone No.	:	
Fax No.	:	
Email address	:	
Address	:	
Authorized Sigr	nature	with Company Chop
Name and Title	of Au	thorized Person
Date		
Date		

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