

LICENCE AGREEMENT OF CARPARK SPACE

LAU Kwan Dik Prudence, HKID: K510808 (A) Tel: 9033-3932 e-mail: andy88ng@hotmail.com ("the Licensor") and

PROMEXICO Tel: 2837-1005 email: rafael.wong@promexico.gob.mx ("the Licensee")
HEREBY IT IS AGREED as follows:

1. So long as this Licence is operative, the Licensor shall make available to the Licensee on an exclusive basis the Car Parking Space Number 9 of Ewan Court, 54-56 Kennedy Road, Hong Kong and the Licensee shall use the Car Parking Space for the purpose of parking licensed private motor vehicles only.
2. This Licence is for a period commencing on Aug 1st 2017 – July 31st 2019 until its termination or revocation by the Licensee or the Licensor by giving notice to the other party at least two months in advance, provided that both parties shall not give notice to terminate the Licence within 24 months from the commencement of the Licence period. For the avoidance of doubt, the minimum period of the Licence shall be of 24 months.
3. The Licensee shall pay to the Licensor a monthly licence fee ("the Licence Fee") of \$ 4,600.00 HKD per month on the 1st day of every month starting 1st of August 2017 (inclusive of rates, management fee, government rent, other utility charges and other outgoings) the payments to be made by deposit or Autopay to the Hang Seng Bank (Hong Kong) account No. 395-137698-001, beneficiary LAU Kwan Dik Prudence.
4. On signing of this Agreement the Licensee shall not pay a deposit to the Licensor.
5. The Licensee agrees with the Licensor as follows:
 - (a) To observe and conform to all the rules and regulations made by the Manager of the Building for the management of the Car Parking Spaces.
 - (b) Not to do or suffer or permit to be done anything which is prejudicial to the proper management of the Car Parking Space by the Licensor or the Manager of the Building or is otherwise prejudicial to the interests of the Licensor.
 - (c) To use the Car Parking Space to park one private motor vehicle only at a time and not for any other purpose whatsoever. In the event that the Licensee is in breach of this Clause, the Licensee shall at the request of the Licensor immediately remedy such breach and if he neglects or fails to do so within two days of receiving such request to remedy the breach, the Licensor may terminate this Licence forthwith but without prejudice to any other rights or remedies which the Licensor may have against the Licensee.
 - (d) To use the Car Parking Space at the Licensee's own risk and the Licensor shall not be liable for any loss of or damage to any property or the contents thereof or for any injury, death or damage to any person whomsoever while in or about the Car Parking Space howsoever arising.
 - (e) On termination of this Licence, the Licensor may, with or without notice to the Licensee, remove at the expense of the Licensee any chattel article or thing left upon or near the Car Parking Space or the approaches thereto and dispose of the same as the Licensor may think fit at the expiration of 7 days after prior written notice to the Licensee.
 - (f) Not to assign, sub-license, transfer, part with possession or lend out the Car Parking Space or any part thereof.

(g) Not to contravene any of the terms or conditions of the Government Grant in respect of the Lot or the Deed of Mutual Covenant registered in the Land Registry or any modification thereof.

(h) At the expiration or sooner determination of this Licence to deliver up to the Licensor the Car Parking Space in its original state and make good all damage to the Car Parking Space caused by the act or negligence of the Licensee, his family members or his servants.

6. The Licensor agrees with the Licensee as follows:

(a) To make necessary arrangement to allow the Licensee to use the Car Parking Space and to protect the interests of the Licensee for continuous use of the Car Parking Space. This includes but is not limited to the arrangement of the parking permit, voucher and/or label.

(b) That the Licensee should not be liable for any loss of or damage to any property or the contents thereof or for any injury, death or damage to any person whomsoever if such is not attributed to the responsibility or negligence of the Licensee.

7. This Licence may be terminated / revoked upon occurrence of any of the following events:

(a) This Licence may be terminated by on 31th July 2019


(b) This Licence may be revoked by the Licensor by notice in writing to that effect if the Licensee shall fail to observe or perform any of the terms and conditions on the Licensee's part herein contained or if the Licensee shall become bankrupt or if the Licensee shall enter into any composition or arrangement for the benefit of the Licensee's creditors or suffer any distress or process of execution to be levied on the Licensee's goods.

Thereupon this Licence shall absolutely terminate but without prejudice to any right of action of the Licensor in respect of any antecedent breach of the Licensee's agreements herein contained.

(c) This Licence may be revoked by the Licensee by notice in writing to that effect if the Licensor shall fail to observe or perform any of the terms and conditions on the Licensor's part herein contained or if the Licensor shall become bankrupt. Thereupon, the remaining balance of the Licence Fee (less any deduction made pursuant to this Agreement) should be refunded to the Licensee within fifteen (15) days after the notice is given and served on the Licensor and vacant possession of the Car Parking Space is delivered up to the Licensor in accordance with this Agreement.

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

SIGNED by:

Dated: 
LAU Kwan Dik Prudence - the Licensor

SIGNED by: PROMEXICO

Dated: July 18, 2017 