

**THIS IRREVOCABLE POWER OF ATTORNEY** is made on the **Date** mentioned in the **1<sup>st</sup> Schedule hereto** by the Donor (hereinafter called the “**Donor**”) whose personal particulars are described in the **2<sup>nd</sup> Schedule hereto**.

**WHEREAS**

- (1) The Donor is the registered owner of the **Shop(s)**, situated at the shopping mall now known at the date hereof as “**Metro Sham Shui (深之都)**”, 1<sup>st</sup> Floor to 3<sup>rd</sup> Floor, Kam Wah Mansion, 226-242 Cheung Sha Wan Road, Kowloon, Hong Kong, as described in the **3<sup>rd</sup> Schedule hereto**. The **said Shop(s)** shall hereinafter be called “**the said property**”, which expression shall unless the context requires otherwise, also mean and refer to any part or parts of the subject matter of such expression)
- (2) By an Agreement of Joint Letting Scheme of Metro Sham Shui (hereinafter called the “**JLS Agreement**”) in Chinese of the date hereof but executed before this Power of Attorney and made between **Metro Sham Shui Commerce Union Limited** as the letting agent (hereinafter called the “**Letting Agent**”) of the one part, and the Donor of the other part, the Donor agreed to participate the Joint Letting Scheme together with one or more owners of the shop(s) situated in Metro Sham Shui (深之都) and to appoint the Letting Agent to (among other things) let out the said property (singly or jointly with other shop(s)) on behalf of and for the Donor on the terms and conditions therein mentioned.
- (3) The JLS Agreement provides (among other things) that the Donor shall execute an Irrevocable Power of Attorney to appoint the Letting Agent as the Donor’s attorney to take possession of the said property, to manage and let the said property on the Donor’s behalf, and to perform his obligation under the JLS Agreement.

**NOW THIS DEED WITNESSETH THAT** I/we, the **Donor** (as hereinbefore defined) **HEREBY (if the Donor consists of more than one person, jointly and severally) IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT** the Letting Agent, namely, **Metro Sham Shui Commerce Union Limited** (Company No. \_\_\_\_\_), whose registered office is situate at Flat B, 4<sup>th</sup> Floor, Kam Wah Mansion, 226-242 Cheung Sha Wan Road, Kowloon, Hong Kong (hereinafter called the “**Attorney**”) to be my/our true and lawful Attorney in my/our name(s) or in the name of the Attorney to do and execute all or any of the powers acts deeds matters things and authorities hereinafter mentioned in connection with the said property, that is to say :-

1. To carry out the provisions of the JLS Agreement into effect.
2. To take possession of and manage the said property pursuant to the JLS Agreement in such manner as the Attorney shall in his absolute discretion think fit.

3. To insure the said property from time to time against loss or damage by fire explosion and such other risks as the Attorney shall think fit and pay the insurance premia and to receive and give good valid receipts for all insurance moneys that shall become due and payable to me/us.
4. To demise lease or let out the said property to any persons upon such terms and conditions as the Attorney shall in his absolute discretion think fit and to renew lease and tenancy with and accept surrender from any tenants or occupiers and for these purposes as my/our acts and deeds to make sign seal and deliver all leases agreements for lease tenancy agreements and all other necessary instruments.
5. To demand sue for enforce payment of and receive all rents or arrears of rent now due or which at any time hereafter shall become due to me/us and all amounts representing rates charges or impositions levied by the government of the Hong Kong Special Administrative Region (hereinafter referred to as the “**government**”) and other moneys payable to me/us from time to time by any tenants or occupiers in respect of the said property.
6. On receiving such rental deposits and rents or arrears of rent or any parts thereof and such government rates charges or impositions or any other sums of money payable to me/us, to give good receipts and proper discharge for the same and also settle compromise pay and allow all claims on account of government rates charges or impositions taxes licence fees repairs or any other outgoings or lawful deductions if such claims are just and reasonable.
7. Upon non-payment of such rents and arrears of rent or any parts thereof, to enter into and upon the said property and to make or cause to be made one or more distress or distresses and to sell any of the goods chattels or any other effects or things whatsoever distrained in manner allowed by law for the purpose of enforcing payment or in satisfaction of such rents or arrears of rent or any parts thereof or government rates charges or impositions and all costs and expenses of such distress or distresses or to recover such rents or arrears of rent or any parts thereof or government rates charges or impositions by action or other legal proceedings.
8. To sign and give notice to quit or to repair or to abate a nuisance or to remedy a breach of covenant or for any other purposes whatsoever to tenants or occupiers of the said property and to require him her or them to comply with such notice as and when the Attorney shall in his absolute discretion think fit.
9. To enter upon the said property as often as the Attorney shall think fit to view the state of repair thereof and to require any tenants or occupiers to remedy any want of repair as a result of such view.

10. To enforce all covenants in any lease or tenancy agreement affecting the said property and whenever the right to re-enter the said property arises whether out of the proviso for re-entry contained in any lease or tenancy agreement or by virtue of a notice to quit or statutory right of re-entry to exercise such right and to re-enter himself or by his agent or to commence legal proceedings to recover possession.
11. To warn off and prohibit and if necessary proceed against in due form of law all trespassers on the said property and to make appropriate steps whether by action or otherwise to evict all trespassers and/or to abate all nuisances.
12. To recover possession by means of any action legal proceedings or otherwise of the said property from any tenants or occupiers or trespassers.
13. To open and operate bank accounts with such banks or such persons and to deposit any moneys received by the Attorney under or by virtue of these presents into such bank accounts and to withdraw and/or transfer funds in such bank accounts as the Attorney shall think fit.
14. From time to time to pay off reduce consolidate substitute redeem discharge any mortgage charge further charge pledge lien (whether legal or equitable) including the repayment of instalments thereunder, and to make or concur in any transfer or alteration in the terms in any applications guarantees indemnities mortgages charges further charges and all other necessary instruments and for this purpose to repay all principal interest and other moneys payable on redemption or discharge of the said property
15. To receive from any person all deeds documents instruments and certificates relating to the said property and to give valid receipts therefor.
16. To pay and allow out of the moneys for the time being in his hand all government rates charges or impositions licence fees charges taxes assessments deposits and all other outgoings whatsoever in respect of the said property or be payable by or chargeable upon me/us and/or the said property and to hold the balance thereof on my/our behalf together with an account thereof.
17. To receive from the government or any other proper authorities or any person firm or corporation any sums of money by way of refund of government rates charges or impositions taxes licence fees charges assessments deposits and other money payable to me/us or otherwise in respect of the said property and upon receipt of the same or any part thereof to sign and give good receipts or discharge therefor.

18. To make and sign application to the appropriate departments of the government, local authorities or other competent authority for all or any licences permissions and consents required by any statute ordinance regulation bye-law order or otherwise in connection with the management construction reconstruction maintenance repair improvement or renovation of the said property including the recovery of compensation where such is recoverable with power to give receipts and full discharge therefor.
19. To perform and observe all the covenants in any government grant lease deed of mutual covenant and other instrument on my/our part to be performed and observed in connection with the said property and to enforce all covenants conditions and stipulations in my/our favour or for my/our benefit or protection therein contained.
20. To take up and execute any new government grant lease (if not yet issued) re-grant and other instruments relating to the said property whenever called upon so to do by the government.
21. To apply for and obtain in my/our name or in the name of the Attorney the requisite permit permission certificate consent sanction and approval of the government or any other competent authorities in respect of any such management construction reconstruction maintenance repair improvement or renovation works and generally to comply with the buildings and other regulations of the government or such authorities.
22. To employ engage and discharge architects surveyors agents servants workmen and others for the purpose of or in connection with any management construction reconstruction maintenance repair improvement or renovation works to be carried on the said property as may be necessary in the circumstances or required by the government or any other competent authorities.
23. To commence prosecute take steps accept service or to defend at law or in equity or under any statute ordinance regulation bye-law order or otherwise all claims disputes suits applications actions and other proceedings between myself/ourselves and any other persons including the government relating to the said property (**except for any dispute or difference among ourselves [if more than one] between myself/ourselves and the Attorney**) and for the purposes of conducting such proceedings to attend before any court or tribunal and to give evidence on my/our behalf and to engage solicitors counsels assessors and the like upon such terms as the Attorney shall deem desirable.
24. To submit to arbitration or to settle compromise and determine upon such

terms as the Attorney shall deem desirable all claims disputes suits applications actions and other proceedings between myself/ourselves and any other person or persons including the government relating to the said property (except for any dispute or difference among ourselves [or if more than one) or between myself/ourselves and the Attorney).

25. To accept service of and to defend all legal proceedings in connection with or incidental to the said property, to commence and prosecute or appear and defend all suits actions and proceedings in respect of the said property or arising out of any transactions acts and things in respect of the said property in which I/we shall be in any way interested or concerned, and to consent or submit to or appeal any judgment or order in any such suit action or proceedings in respect of the said property.
26. From time to time to consult engage instructed employ and discharge any accountants solicitors notaries barristers-at-law authorised persons (architects) surveyors accountants agents servants workmen brokers agents and/or others as may be required for all or any of the purposes herein and to pay to such persons so consulted engaged instructed employed and discharged such salaries wages or other remunerations as the Attorney shall think fit.
27. To execute sign seal and as my/our acts and deeds deliver enter into acknowledge perfect and do all such certificates surrenders releases agreements or leases assurances deeds application forms tax returns and all other instruments and documents as shall be required or may be deemed proper for or in relation to all or any of the purpose or powers acts deeds matters things and authorities aforesaid.
28. To appoint and revoke remove at pleasure any delegate under him in respect of all or any of the powers acts deeds matters things and authorities aforesaid upon such terms as the Attorney shall think fit, except this power to appoint a delegate.
29. To register or file or cause to be registered or filed with or at any court officer or body corporation this power of attorney and such deeds instruments and writings and to do and cause to be done any acts and things by law to perfect and complete the same.
30. To concur in doing any of the acts and things mentioned in conjunction with any other person or persons interested with me/us for matters relating to the said property.

**AND** generally to act as my/our attorney in relation to the said property as I myself/we ourselves could do if personally present.

**AND** I/we hereby expressly declare that the particular powers acts deeds matters things and authorities enumerated above shall be given the widest interpretation and shall not be construed as setting limits to the general authority conferred on the Attorney at the beginning hereof.

**AND** I/we hereby expressly further declare that whatsoever the Attorney shall lawfully do or cause to be done in or about the said property by virtue hereof I/we do hereby covenant with the Attorney to ratify and confirm.

**AND** I/we expressly declare further that every power act deed matter thing and authority whatsoever done and performed in the premises by the Attorney previously prior to his receiving notice of the revocation of these presents shall be legally binding and conclusive on me/us and my/our personal representatives in favour of third parties who have not received notice of the revocation thereof, notwithstanding the revocation of these presents before the doing and performing of any such power act deed matter thing or authority.

**AND** I/we expressly declare further that words importing the masculine gender include the feminine gender and the neuter gender and words importing the singular number include the plural number and vice versa, and where the context so admits references to any person shall include both natural and legal person and any body of persons both incorporated and unincorporated.

**AND** I/we expressly declare further that if any term provision or power in this Power of Attorney shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term provision power or part shall to that extent be deemed not to form part of this Power of Attorney but the validity and enforceability of the remainder of this Power of Attorney shall not be affected.

**AND** I/we expressly declare further that if this Power of Attorney shall be held to be not an irrevocable power of attorney under any enactment or rule of law, then this Power of Attorney shall be valid as a normal power of attorney, and the validity and enforceability of the remainder of this Power of Attorney shall not be affected.

**AND** I/we expressly declare further that this Power of Attorney shall be governed and constructed by the laws of the Hong Kong Special Administrative Region and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

**IN WITNESS** whereof the Donor has executed this Power of Attorney the day and year first above written.

**1<sup>st</sup> SCHEDULE**  
**(Date of this Power of Attorney)**

The \_\_\_\_\_ day of \_\_\_\_\_, 2008

**2<sup>nd</sup> SCHEDULE**  
**(Personal Particulars of the Donor (i.e. one who appoints the Attorney) )**

Name(s) : \_\_\_\_\_

Holder(s) of Hong Kong Identity Card(s) No(s) : \_\_\_\_\_

Address(es) : \_\_\_\_\_

**3<sup>rd</sup> SCHEDULE**  
**(the said property)**

**ALL THOSE/THAT Shop(s) mentioned below situated at** the shopping mall now known at the date hereof as “Metro Sham Shui (深之都)”, 1<sup>st</sup> Floor to 3<sup>rd</sup> Floor, Kam Wah Mansion, 226-242 Cheung Sha Wan Road, Kowloon, Hong Kong :-

Shop No.	On Floor	Shop No.	On Floor	Shop No.	On Floor

*[please rule off at end of the shops no.]*

**SIGNED SEALED AND DELIVERED** )  
by the **Donor** the said )  
 )  
 )  
(having been previously identified by )  
production of Hong Kong Identity )  
Card No. ) in the presence of :- )

**SIGNED SEALED AND DELIVERED** )  
by the **Donor** the said )  
)  
)  
)  
)  
(having )  
been previously identified by )  
production of respective Hong Kong Identity )  
Cards Nos. )  
& ))  
in the presence of :- )

**INTERPRETED** to the Donor by :-

**SEALED** with the **COMMON SEAL** of )  
the **Donor** )  
)  
)  
)  
)  
and signed by )  
)  
)  
)  
as duly authorized and nominated by its )  
Board of Directors to sign in the presence )  
of :- )



Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200 .

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**IRREVOCABLE  
POWER OF ATTORNEY**

(Shop \_\_\_\_\_  
, Metro Sham Shui)

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Edmund W. H. Chow & Company  
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*[PA-manage only (ver.5 Mar2008)]*