



Memorial No. : 7899096

Received on : 25 October 1999

MEMORIAL of an instrument to be registered in the Land Registry/ New Territories Land Registry under the Land Registration Ordinance.				FOR LAND REGISTRY USE ONLY
Solicitors Code 538	Stamp Office No.	Stamp Duty \$ LAO/HQ NIL 2/316/97	Serial No. 102	
Date of instrument	The 21st day of October 1999			Reg. Fee \$ 210
Nature and object of the instrument	Deed of Variation (in duplicate)			Nature of Instrument Code 99
Consideration	\$44,000,000.00			Consideration Code
Memorial number of transaction satisfied [Regs. 6(1)(f) and 6(2)(f)]	-			
Names of parties	Hong Kong Identity Card/Company Registration/Other Identification (please specify) Numbers* (in case of change of ownership)	Status of parties (Assignor/ Assignee/etc.)	Their respective shares in, and capacities in relation to, the premises	Capacity Code
THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION of the one part; and THE UNITED STATES OF AMERICA of the other part.	- -	- the registered owner	- -	
Premises affected by the instrument	Undivided Share (if any) :			
	Lot No. : Inland Lot No. 6622			
	Address : (if applicable)			
Block	Flat	Floor	Premises No.	Street Name
-	-	-	26	Garden Road
(HK/KL/NT)*				

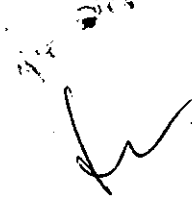
On this 22nd day of October 19 99 I MAK YEE HUNG POLLY
of Legal Advisory and Conveyancing Office (name)
Chief Land Conveyancing Officer (name of solicitors firm) Hong Kong, Solicitor/
Director of Lands (rank), a public officer duly authorised by the
Director of Lands (head of department), hereby certify that the foregoing Memorial contains a just
and true account of the several particulars therein set forth as required by the Land Registration Regulations.

IR ©

(Ly (Regd))

Hong Kong

Note : If space is insufficient, please show particulars on a separate sheet, make reference and staple the sheet onto this form.
* : Delete whichever is inapplicable

 This **DEED OF VARIATION** is made the 21ST day of *OCTOBER* One thousand nine hundred and ninety nine between THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION (hereinafter referred to as "the Government" which expression shall where the context admits be deemed to include its successors and assigns) of the one part and THE UNITED STATES OF AMERICA c/o Consulate General of the United States of America, Hong Kong, 26 Garden Road, Hong Kong (hereinafter referred to as "the said Lessee" which expression shall where the context admits be deemed to include its successors and assigns) of the other part

WHEREAS –

- (a) the Chief Executive of the Hong Kong Special Administrative Region (hereinafter referred to as "the Chief Executive") is duly authorized to enter into this Deed in the name of the Government;
- (b) by a Government lease (hereinafter referred to as "the Lease") dated the 14th day of April 1960 ALL that piece or parcel of ground known and registered in the Land Registry as INLAND LOT NO. 6622 (hereinafter referred to as "the demised premises") was demised unto the said Lessee for a term of 75 years from the 19th day of April 1950 (with a right of renewal for one further term of 75 years) subject to the rent and covenants therein reserved and contained;
- (c) the Lease contains inter alia the covenants, conditions, stipulations, and provisions as set out in Parts I, II, III, IV, V, VI and VII of the First Schedule hereto;
- (d) in consideration of the said Lessee entering into this Deed in manner hereinafter appearing and in consideration of a lump sum of HK\$44,000,000.00 (comprising a premium and capitalized rent) and an administrative fee amounting to HK\$140,000.00 having been paid by the said Lessee to the Government (the receipts whereof are hereby acknowledged) the Government has agreed to modify the said covenants, conditions, stipulations and provisions hereinbefore referred to in Recital (c) and the other terms and references in the Lease in manner hereinafter appearing;



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NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the premises and of the payment as hereinbefore recited it is hereby mutually agreed between the parties hereto to the intent that this Deed shall be binding on and enforceable against the parties hereto and their respective successors in title to the demised premises or any part thereof as follows :-

(1) As from the date of these presents –

- (A) The covenants, conditions, stipulations and provisions as set out in Parts I, II, III, IV, V and VI of the First Schedule hereto shall be deemed to be and shall be void and of no effect; and the Lease shall as from the date hereof be deemed to include and be read and construed as if there were included therein in lieu thereof the covenants, conditions, stipulations and provisions as set out in Parts I, II, III, IV, V and VI respectively of the Second Schedule hereto.
- (B) The covenants, conditions, stipulations and provisions as set out in Part VII of the First Schedule hereto shall be deemed to be and shall be extinguished, void and of no effect.
- (C) All references in the Lease to “Our Sovereign Lady ELIZABETH II by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Her other Realms and Territories Queen Head of the Commonwealth Defender of the Faith (hereinafter referred to as “Her said Majesty” which expression shall where the context admits be deemed to include Her Heirs Successors and Assigns)” and “Her said Majesty” shall at all times be read and construed as references to “the Government of the Hong Kong Special Administrative Region and its Successors and Assigns”.
- (D) All references in the Lease to “the Colony of Hong Kong”, “the Colony” and “the said Colony” shall at all times be read and construed as references to “the Hong Kong Special Administrative Region”.
- (E) All references in the Lease to “Crown Land” shall at all times be read and construed as references to “Government land”.

(2) Except as hereby modified, all the provisions, covenants, stipulations, exceptions, reservations, powers and conditions contained in the Lease shall remain in full force and effect.

(3) The proviso for re-entry as modified as aforesaid on the breach, non-observance or non-performance of any of the covenants, conditions, stipulations and provisions contained in the Lease shall extend to the breach, non-observance or non-performance of the substituted covenants, conditions, stipulations and provisions hereinbefore referred to in Clause (1)(A) hereof or any of them.

First Schedule

PART I

To have and to hold the said piece or parcel of ground together with the easements and appurtenances and subject to the exceptions and reservations aforesaid (all hereinafter referred to as "the demised premises") unto the said Lessee from the Nineteenth day of April Nineteen hundred and fifty for and during and unto the full end and term of SEVENTY FIVE YEARS from then next ensuing and fully to be complete and ended with such right of renewal for one further term of SEVENTY FIVE YEARS as is hereinafter provided Yielding and Paying therefor yearly and every year during the term hereby granted the sum of Two thousand and ninety two dollars in Current Money of the said Colony by equal half-yearly payments on the Twenty-fourth day of June and the Twenty-fifth day of December in every year free and clear of and from all Taxes Rates Charges Assessments and Deductions whatsoever charged upon or in respect of the demised premises or any part thereof the first half-yearly payment of the said Rent becoming due and to be made on the 24th day of June One thousand nine hundred and sixty And the said Lessee Doth hereby covenant with Her said Majesty by these presents in manner following that is to say that the said Lessee will yearly and every year during the said term hereby granted well and truly pay or cause to be paid to Her said Majesty the said yearly Rent of Two thousand and ninety two dollars clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable

PART II

And the said messuage or tenement messuages or tenements erections buildings and premises so being well and sufficiently repaired sustained and amended at the end or sooner determination of the term hereby granted will peaceably and quietly deliver up to Her said Majesty

PART III

And will not let underlet mortgage assign or otherwise part with all or any part of the demised premises for all or any part of the term hereby granted without at the same time registering such alienation in the Land Office or in such other Office as may hereafter be instituted for the purposes of Registration in the said Colony and paying the prescribed fees therefor

PART IV

AND will not assign underlet or part with the possession of or otherwise dispose of the said piece or parcel of ground or any part thereof or any interest therein nor enter into any agreement so to do without the consent of the Governor first had and obtained AND will not erect or allow to be erected on the said piece or parcel of ground any buildings other than offices and dwellings of European type with the necessary garages and other out-buildings therefor AND will obtain the special approval of the said Director to the design of the exterior elevations and the disposition of any building erected or to be erected on the said piece or parcel of ground AND will not except with the consent of the Governor use or allow to be used the said piece or parcel of ground or any buildings erected or to be erected thereon for any purpose other than for the purpose of accommodating the Consulate General or other Foreign Service of the United States of America and the staff of such Consulate General or Foreign Service and the members of the families of such staff and persons bona fide employed in or about the office of such Consulate General or Foreign Service or the residences of such staff and bona fide visitors gratuitously entertained by such staff

PART V

PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that notwithstanding anything hereinbefore written the said yearly rent of \$2,092 hereinbefore reserved has been commuted (interest being calculated at four per cent per annum) to a single payment of \$49,045.75 in respect of the whole period of the term hereby granted up to the Eighteenth day of April Two thousand and twenty five of which sum \$25,527.04 was duly paid to the Government of Hong Kong on the 8th day of August 1952 \$22,219.85 was paid on the 11th day of September 1958 and the balance of \$1,298.86 was paid on the 10th day of August 1959 PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that notwithstanding the payment of Crown Rent in advance as immediately aforesaid the contractual relationship between Her said Majesty and the said Lessee shall continue to be that of landlord and tenant and Her said Majesty's right of re-entry in respect of any breach or non-performance of any of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed and all such other rights and remedies (if any) as may be incidental to or dependent upon the leasehold nature of this demise shall remain in full force and effect


PART VI

PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that in case the said option of renewal for a further term of seventy five years shall be exercised and the said yearly rent of Two thousand and ninety two dollars hereinbefore reserved or any part thereof shall during the said further term of seventy five years be in arrear and unpaid for the space of twenty one days next after any of the said days whereon the same ought to be paid as aforesaid (whether lawfully demanded or not) or in case of the breach or non-performance of any of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed then and in either of the said cases it shall be lawful for Her said Majesty by the Governor or other person duly authorized in that behalf into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in Her former estate as if these presents had not been made and the said Lessee and all other occupiers of the demised premises thereout to expel this Indenture or anything contained herein to the contrary notwithstanding Provided also and it is hereby further agreed and declared that Her said Majesty shall have full power to resume enter into and re-take possession of all

or any part of the demised premises if required for the improvement of the said Colony or for any other public purpose whatsoever Three Calendar Month's notice being given to the said Lessee of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the said Lessee at a Valuation to be fairly and impartially made by the said Director of Public Works and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void Provided also and it is hereby further agreed and declared that the said Lessee shall on the expiration of the term hereby granted be entitled to a renewed Lease of the demised premises for a further term of SEVENTY FIVE YEARS without payment of any Fine or Premium therefor and at the Rent hereinafter mentioned And that Her said Majesty will at the request and cost of the said Lessee grant unto it on the expiration of the term hereby granted a new Lease of the demised premises for the term of Seventy five years at such Rent as shall be fairly and impartially fixed **by mutual agreement with the said Director of Public Works as being the** fair and reasonable rental value of the ground at the date of such renewal And in all other respects such new Lease shall be granted upon the same terms and under and subject to the same reservations covenants stipulations provisoes and declarations as are contained in this present Lease with the exception of this proviso for renewal which shall not be contained in such new Lease

PART VII

Except and Reserved unto Her said Majesty all Mines Minerals Mineral Oils and Quarries of Stone in under and upon the said piece or parcel of ground and all such Earth Soil Marl Clay Chalk Brick-earth Gravel Sand Stone and Stones and other Earths or Materials which now are or hereafter during the continuance of this demise shall be under or upon the said piece or parcel of ground or any part or parts thereof as Her said Majesty may require for the Roads Public Buildings or other Public Purposes of the said Colony of Hong Kong with full liberty of Ingress Egress and Regress to and for Her said Majesty Her Agents servants and workmen at reasonable times in the day during the continuance of this demise with or without horses carts carriages and all other necessary things into upon from and out of all or any part or parts of the said piece or parcel of ground to view dig for convert and carry away the said excepted Minerals Stone Earths and other things respectively or any part or parts thereof respectively thereby doing as little damage as possible to the said piece or parcel of ground And also Save and Except full power to Her said Majesty to make and conduct in through and under the said piece or parcel of ground all and any public or common sewers drains or watercourses



And will during the whole of the said term hereby granted bear pay and discharge all taxes rates charges and assessments whatsoever which now are or shall be hereafter assessed or charged upon or in respect of the demised premises or any part thereof And shall and will from time to time and at all times hereafter when where and so often as need or occasion shall require at its own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Scour Cleanse Empty Amend and keep the messuage or tenement messuages or tenements and all other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground and all the Walls Banks Cuttings Hedges Ditches Rails Lights Pavements Privies Sinks Drains and Watercourses thereunto belonging and which shall in any-wise belong or appertain unto the same in by and with all and all manner of needful and necessary reparations cleansings and amendments whatsoever the whole to be done to the satisfaction of Her said Majesty's Director of Public Works (hereinafter referred to as "the said Director")

And will during the term hereby granted as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads lanes pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the demised premises or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the said Director and shall be recoverable in the nature of rent in arrear And that it shall and may be lawful to and for Her said Majesty by the said Director or other persons deputed to act for Her twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the demised premises to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the demised premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly

And that the said Lessee or any other person or persons shall not nor will during the continuance of this demise use exercise or follow in or upon the demised premises or any part thereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of Her said Majesty signified in writing by the Governor or other person duly authorized in that behalf

And where any cutting away removal or setting back of adjoining adjacent or nearby hillside or banks or any building up or filling in is or has been required for the purpose of or in connection with the formation levelling and development of the said piece or parcel of ground or any part thereof the said Lessee will construct or bear the cost of the construction of such retaining walls or other support as shall be or may at any time become necessary to protect and support such hillside and banks and the said piece or parcel of ground itself and to obviate and prevent any falling away landslips or subsidence occurring thereafter and will at all times maintain the said retaining walls or other support in good and substantial repair and condition and in the event of any landslip subsidence or falling away occurring at any time whether in or from adjoining hillside or banks or in or from the said piece or parcel of ground itself as a result of any default by the said Lessee under this covenant the said Lessee will at its own expense reinstate and make good the same and will indemnify Her said Majesty's Government from and against all costs charges damages demands and claims whatsoever which shall or may be made suffered or incurred through or by reason thereof and will if required by the said Director so to do by notice in writing carry out such construction and/or maintenance or reinstate and make good any falling away landslip or subsidence and if the said Lessee shall neglect or fail to comply with such notice within the period specified therein the said Director may forthwith execute and carry out the same and the said Lessee will on demand repay to Her said Majesty's Government the cost thereof AND will pay to Her said Majesty's Government on demand the cost of removing diverting and reinstating elsewhere as may be required any watermain cable telegraph or telephone line sewer or culvert which the said Director may consider it necessary to remove divert or reinstate AND will pay to Her said Majesty's Government on demand any sum which the said Director shall certify to be the cost of making good any damage done to adjoining Public Roads by the said Lessee its contractors or sub-contractors or its or their workmen or vehicles or by any spoil from the said piece or parcel of ground AND will at its own expense construct and maintain to the satisfaction of the said Director such drains or channels as may be necessary to intercept and carry off storm water falling or flowing on to the said piece or parcel of ground and will be solely liable for and will indemnify Her said Majesty's Government and its officers from and against all actions claims and demands whatever arising out of any damage or nuisance caused by such storm water and will at all times during the continuance of this demise maintain and repair such drains or channels whether within the boundaries of the said piece or parcel of ground or on Crown Land AND will not interfere with any existing drain or nullah until the necessary diversion of such drain or nullah has been completed AND in the event of any damage or obstruction being caused to any nullah

storm-water drain or waterway within or adjoining the said piece or parcel of ground by the said Lessee its servants or agents will pay on demand the cost of making good or removing such damage or obstruction (it being agreed and declared that the necessary works shall be carried out by Her said Majesty's Government at the cost of the said Lessee) AND will not use or allow to be used that portion of the said piece or parcel of ground coloured pink hatched blue on the said plan for any purpose other than for the purpose of a landscape garden and will not erect or maintain or allow to be erected or maintained thereon any structure without the prior written consent of the said Director AND will not remove prune or under-trim any trees growing on the said portion of the said piece or parcel of ground coloured pink hatched blue on the said plan without first having obtained written permission from the Director of Urban Services AND IT IS HEREBY AGREED AND DECLARED that where under the foregoing covenants the consent or approval of the Governor or of the said Director of Public Works or of the said Director of Urban Services is required the grant or withholding of such consent shall be in the absolute discretion of the person named PROVIDED AND IT IS HEREBY FURTHER AGREED AND DECLARED that the said Director of Public Works and his officers agents and workmen duly authorised by him shall at all times during the continuance of this demise have free access to any sewers nullahs or water-courses on the said piece or parcel of ground for the purpose of effecting repairs to or inspecting or cleansing such sewers nullahs or water-courses

PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that if at any time during the continuance of this demise the said piece or parcel of ground and buildings thereon cease substantially to be used for the aforesaid purposes or some of them the Governor shall have power at any time within twelve months after such cesser on behalf of Her said Majesty to re-enter upon and retake possession of the same and thereupon full and fair compensation for the said piece or parcel of ground and buildings thereon shall be paid to the said Lessee at a valuation to be fairly and impartially made by the said Director of Public Works and upon the exercise of the said power the term and estate hereby created shall cease determine and be void **PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED** that in the event of the said Lessee desiring to purchase the fee simple of the said piece or parcel of ground at any time during the continuance of this demise (or if the said option of renewal is exercised the said further term of 75 years) the said Lessee shall give Her said Majesty's Government three months' notice in writing of such desire and upon the expiration of such notice and on payment to Her said Majesty's Government of such sum as shall be mutually agreed to be the fair value of the freehold reversion of the said piece or parcel of ground together with all arrears of

rent up to the expiration of the notice and of interest on the said sum at the rate of four per cent per annum from the expiration of the notice until payment of the said sum the said piece or parcel of ground will be conveyed to the said Lessee in fee simple free from incumbrances except such as may have been created by the said Lessee Provided that until the said sum together with interest as aforesaid and the said arrears of rent shall have actually been paid this demise shall continue in full force and the said Lessee shall not be relieved of any of its obligations hereunder And provided further that this option shall be exercisable by the said Lessee only and not by any assignee to whom permission to assign the said demised premises or any part thereof may have been granted by the Governor as aforesaid



Second Schedule

PART I

TO HAVE AND TO HOLD the said piece or parcel of ground together with the easements and appurtenances (all hereinafter referred to as "the demised premises") unto the said Lessee for the term from the 19th day of April 1950 to the 2/ST day of OCTOBER 1999 and continue thereafter for NINE HUNDRED AND NINETY-NINE YEARS from then next ensuing and fully to be complete and ended (the whole term commencing from the 19th day of April 1950 and upto the expiry of the said 999 years is hereinafter referred to as "the said term hereby granted") Yielding and Paying therefor (1) yearly rent during the term of seventy five years from the 19th day of April 1950 to the 18th day of April 2025 at the rate of HK\$2,092 per annum and (2) capitalized rent for the remaining term from the 19th day of April 2025 to the expiry of the said 999 years which rent together with a premium in the aggregate sum of HK\$44,000,000 to be paid in advance on the 30th day of September 1999 all to be free and clear of and from all Taxes, Rates, Charges, Assessments and Deductions whatsoever charged upon or in respect of the demised premises or any part thereof And the said Lessee do hereby covenant with the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") by these presents in manner following that is to say that

PART II

the said Lessee shall at the end or sooner determination of the said term hereby granted peaceably and quietly deliver up to the Government the said piece or parcel of ground and all messuages, tenements, erections and buildings standing thereon

PART III

And that every assignment, mortgage, charge, underletting for more than three years or other alienation of the demised premises or any part thereof or any interest therein shall be registered at the Land Registry

PART IV

AND that the said Lessee will not erect or allow or suffer to be erected or allow or suffer any alteration to be made to any building or buildings on the said piece or parcel of ground or any part thereof which is or are not in compliance with the requirements of the Buildings Ordinance and the Town Planning Ordinance, any regulations made under these Ordinances and any amending legislation to these Ordinances and regulations or any other relevant Ordinances, by-laws and regulations in the Hong Kong Special Administrative Region (hereinafter referred to as "Hong Kong") which are or may at any time be in force in Hong Kong

PART V

PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that notwithstanding anything hereinbefore written the said yearly rent of HK\$2,092 hereinbefore reserved has been commuted (interest being calculated at four per cent per annum) to a single payment of HK\$49,045.75 in respect of the term of seventy five years from the 19th day of April 1950 up to the 18th day of April 2025 of which sum HK\$25,527.04 was duly paid to the Government on the 8th day of August 1952, HK\$22,219.85 was paid on the 11th day of September 1958 and the balance of HK\$1,298.86 was paid on the 10th day of August 1959 PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that notwithstanding the payment of the yearly rent of HK\$2,092 in advance as immediately aforesaid and the payment of the capitalized rent for the remaining term from the 19th day of April 2025 to the expiry of the said term hereby granted in advance as hereinbefore provided the contractual relationship between the Government and the said Lessee shall continue to be that of landlord and tenant and the Government's right of re-entry in respect of any breach or non-performance of any of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed and all such other rights and remedies (if any) as may be incidental to or dependent upon the leasehold nature of this demise shall remain in full force and effect

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PART VI

PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that in case of the breach or non-performance of any of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed and observed then it shall be lawful for the Government by the Director of Lands or other person duly authorized in that behalf to re-enter into and upon the demised premises or any part thereof and to have again repossess and enjoy the demised premises or such part thereof if the re-entry is upon a part only as if these presents had not been made and to expel the said Lessee and all other occupiers from the demised premises or such part thereof notwithstanding anything contained herein to the contrary PROVIDED THAT the Government shall not exercise its right of re-entry as aforesaid unless and until the Government serves on the said Lessee notice specifying the particular breach complained of and requiring the said Lessee to remedy the breach and the said Lessee fails to remedy the breach within 90 days or where that is not possible, to commence to remedy the same within such period and thereafter to proceed diligently and in good faith to complete such remedy within a reasonable time PROVIDED FURTHER THAT without prejudice to any other right of the said Lessee to seek relief against forfeiture which it may have at law or in equity, the said Lessee shall be entitled to apply to the court for and be granted relief against forfeiture if it has remedied the breach PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that if resumption of the demised premises or any part thereof is required for a public purpose under the laws of Hong Kong and the demised premises or such part thereof so resumed shall immediately before resumption be held by the United States of America under or pursuant to this Lease and are being used for the purposes of a consular post or other diplomatic mission of the United States of America in Hong Kong, the Government shall act in accordance with relevant international conventions and international agreements including the Vienna Convention on Consular Relations 1963 in so far as applicable and the agreement between the Government of the People's Republic of China and the Government of the United States of America Regarding the Maintenance of the United States Consulate General in the Hong Kong Special Administrative Region dated 25 May 1997.

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IN WITNESS WHEREOF the Director of Lands being duly authorized by the Chief Executive so to do has executed this Deed for and on behalf of the Chief Executive by setting his hand and seal hereunto and the said Lessee has caused to be executed under seal this Deed the day and year first above written.

SIGNED SEALED AND DELIVERED)
by Robert Douglas Pope,)
Director of Lands)
for and on behalf of the Chief Executive)
of the Hong Kong Special)
Administrative Region in the presence)
of :-)



T. E. Berry)
(THOMAS EDWARD BERRY))
DEPUTY DIRECTOR / LEGAL)
Lands Department)

SIGNED SEALED AND DELIVERED)
by Michael Klosson,)
Consul General of the United States of)
America at Hong Kong Special)
Administrative Region, for and on)
behalf of the United States of America)
in the presence of whose signature is)
verified by :



Au Fun Kuen)
(AU FUN KUEN))
Solicitor of the Hong Kong)
Special Administrative Region)

Dated the 21ST day of OCTOBER 1999

DEED OF VARIATION OF
GOVERNMENT LEASE
OF
INLAND LOT NO. 6622

THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION
AND
THE UNITED STATES OF AMERICA

REGISTERED in the Land Registry
by Memorial No. 7899096
on 25 October 1999


for Land Registrar

Registered in the Land Registry by
Memorial No. on