

Dated the 1st day of February 1999



DOC

**DEED OF COVENANT AND
MUTUAL GRANT OF EASEMENTS
AND OTHER RIGHTS**
in respect of
**SECTION A OF KOWLOON INLAND LOT
NO.11119**
and
**THE REMAINING PORTION OF
KOWLOON INLAND LOT NO.11119**

REGISTERED in the Land Registry by Memorial
No.
on


for Land Registrar

REGISTERED in the Land Registry
by Memorial No. 7688751
on 22 February 1999


for Land Registrar

I the undersigned, do hereby certify that I
have this day examined this document with its
original and that the same is a true and
complete copy thereof.

Date: - 9 OCT 2013


CHAN WAI YEE
Solicitor, Hong Kong, SAR
Messrs, Kao, Lee & Yip

KAO, LEE & YIP,
SOLICITORS,
17TH FLOOR, GLOUCESTER TOWER,
THE LANDMARK,
CENTRAL,
HONG KONG.

K/LWY/47199/CN/isw/iw

THIS DEED OF COVENANT AND MUTUAL GRANT OF EASEMENTS AND OTHER RIGHTS is made the 1st day of February One thousand nine hundred and ninety-*nial*

BETWEEN :-

(1) THE HONG KONG HOUSING AUTHORITY a body corporate established by virtue of Section 3 of the Housing Ordinance (Cap.283) of the Laws of the Hong Kong Special Administrative Region and NG SHEA MING (吳社明) of Flat 7, 11th Floor, Block A, Kwun Fai Court, Homantin, Kowloon, ----- Hong Kong acting in their capacities as the registered owners of the 1st Land hereinafter mentioned (hereinafter collectively referred to as "the First Owner", which expression wherever used in these presents shall if the context permits or otherwise requires include their respective successors in title and persons deriving title under or through either of them) of the one part and

(2) THE HONG KONG HOUSING AUTHORITY acting in its capacity as the registered owner of the 2nd Land hereinafter mentioned (hereinafter referred to as "the Second Owner", which expression wherever used in these presents shall if the context permits or otherwise requires include its successors in title and persons deriving title under or through it) of the other part.

WHEREAS:-

(1) In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

- | | |
|-------------------------------|--|
| "1st Deed of Mutual Covenant" | means the Deed of Mutual Covenant and any Sub-Deed of Mutual Covenant in respect of the 1st Land and the 1st Development to be entered into by the Hong Kong Housing Authority and another co-owner or owners of the 1st Land and the 1st Development setting forth the rights and obligations of the 1st Land Owners and making provisions for the management of the 1st Land and the 1st Development or any part or parts thereof. |
| "1st Development" | means the development erected or to be erected on the 1st Land which is at the date of this Deed known as KWUN FAI COURT AND HOMANTIN ESTATE PHASE 1. |
| "1st Land" | means all that piece or parcel of ground registered in the Land Registry as SECTION A OF KOWLOON INLAND LOT NO.11119. |
| "1st Land Areas" | means the areas in the 1st Land and the 1st Development as are more particularly described in Part A of the First Schedule hereto. |

"1st Land Estate Roads"

means all those roads paths and passageways (including the spiral driveway providing access to and from Sheung Lok Street) over the 1st Land as are for identification purpose only shown and coloured Yellow on Plan B hereto annexed, and the same may from time to time be re-aligned, and together with all those guard kiosks, control barriers and related electronic and mechanical devices erected or installed or to be erected or installed thereon.

"1st Land Emergency Vehicular Access"

means all that emergency vehicular access within the 1st Land as the same may from time to time be re-aligned, which for identification purpose only is shown and coloured Indigo on Plan B hereto annexed.

"1st Land Facilities"

means the facilities in the 1st Land and the 1st Development as are more particularly described in Part B of the First Schedule hereto.

"1st Land Owners"

means and includes all persons registered in the Land Registry as registered owners of undivided shares in the 1st Land and the 1st Development for the time being and their executors, administrators, successors and assigns.

"1st Land Manager"

means the estate manager of the 1st Land and the 1st Development appointed under the 1st Deed of Mutual Covenant.

"1st Land Slope Works"

means the maintenance and repair works in respect of the slopes and retaining walls located within the 1st Land which for identification purpose only are shown and coloured Violet on Plan A hereto annexed.

"1st Rules"

means the House Rules made pursuant to the 1st Deed of Mutual Covenant and other rules and regulations made thereunder or otherwise by the 1st Land Manager governing the use, maintenance, operation and management of the 1st Land Areas and the 1st Land Facilities.

"2nd Development"

means the development erected or to be erected on the 2nd Land.

"2nd Land"

means all that piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF KOWLOON INLAND LOT NO.11119.

"2nd Land Areas"

means the areas in the 2nd Land and the 2nd Development as are more particularly described in Part A of the Second Schedule hereto.

“2nd Land Estate Roads”

means all those estate roads over the 2nd Land as are for identification purpose only shown and coloured Pink on Plan B hereto annexed, and as the same may from time to time be re-aligned, and together with all those guard kiosks, control barriers and related electronic and mechanical devices erected or installed or to be erected or installed thereon.

“2nd Land Emergency Vehicular Access”

means all that emergency vehicular access within the 2nd Land, which for identification purpose only is shown and coloured Green on Plan B hereto annexed, and as the same may from time to time be re-aligned.

“2nd Land Facilities”

means the facilities in the 2nd Land and the 2nd Development as are more particularly described in Part B of the Second Schedule.

“2nd Land Owners”

means and includes all persons registered in the Land Registry as registered owners of the whole or section(s) of the 2nd Land and the 2nd Development, or as registered owners of undivided shares in the 2nd Land and the 2nd Development for the time being and their executors, administrators, successors and assigns.

“2nd Land Slope Works”

means the maintenance and repair works in respect of the slopes and retaining walls located within the 2nd Land, which for identification purpose only are shown and coloured Orange on Plan A hereto annexed, and as the same may from time to time be re-aligned.

“Government”

means the Government of the Hong Kong Special Administrative Region.

“Green Hatched Black Area Works”

means the maintenance works in respect of all that portion of future public roads located on Government land outside the boundary of the 1st Land and the 2nd Land as shown coloured Green Hatched Black on the plan annexed to the Lease, and in respect of which portion both the First Owner and the Second Owner are required under Clause 3(25)(i)(f) of the Lease at their own expense to repair and maintain.

“Lease”

means the government lease of the 1st Land and the 2nd Land granted by the Government to the Hong Kong Housing Authority, including any subsequent variations or modifications thereof.

“Main
Telecommunication
and Broadcasting
System”

means all that the main telecommunication and broadcasting equipment (“T.B.E.”) room erected or to be erected on ground floor of Block A of Kwun Fai Court within the 1st Land as is for identification purpose only shown and coloured Indigo on Plan D hereto annexed together with all ancillary facilities, installations, equipment, apparatus and plants installed or placed or to be installed or placed therein or thereto and all related structures and systems (if any) within the 1st Land and the 1st Development serving both the 1st Land and the 1st Development, and the 2nd Land and the 2nd Development.

“Pedestrian
Escalator”

means all that the pedestrian escalator erected or to be erected on the 2nd Land as is for identification purpose only shown and coloured Pink on Plan C hereto annexed together with all those supports, connections and covered staircases in connection therewith.

“Street Fire
Hydrant Pumping
System”

means all that the street fire hydrant tank and pump room constructed or to be constructed on or under all that piece of ground of the 1st Land at such location as is for identification purpose only shown and coloured Yellow on Plan C hereto annexed together with all ancillary facilities, installations, equipment, apparatus and plants installed or placed or to be installed or placed therein or thereto and all related structures and systems (if any) within the 1st Land and the 1st Development serving both the 1st Land and the 1st Development, and the 2nd Land and the 2nd Development.

“Waste Detection
System”

means all that the waste detection meter pit erected or to be erected on the 1st Land as is for identification purpose only shown and coloured Green on Plan C hereto annexed together with all ancillary facilities, installations, equipment, apparatus and plants installed or placed or to be installed or placed therein or thereto and all related structures and systems (if any) within the 1st Land and the 1st Development serving both the 1st Land and the 1st Development, and the 2nd Land and the 2nd Development.

“maintenance costs”

means the costs and expenses for managing, maintaining, servicing, operating, upkeeping, renovating, improving, replacing, repairing, rebuilding or cleansing the 1st Land Areas and/or the 1st Land Facilities or the 2nd Land Areas and/or the 2nd Land Facilities, or any part or parts thereof (as the case may be).

“relevant year”

means for the first year after the execution of this Deed, the period commencing from the date of this Deed until the 31st day of March of the ensuing year, and for each subsequent year thereafter, the period commencing from the 1st day of April of such year until the 31st day of March of the ensuing year.

- (2) The First Owner are the registered owners of the 1st Land.
- (3) The Second Owner is the registered owner of the 2nd Land.
- (4) The First Owner and the Second Owner have agreed to grant to each other the right to use and enjoy the 1st Land Areas and the 1st Land Facilities and the 2nd Land Areas and the 2nd Land Facilities respectively (as the case may be) and such other rights as are hereinafter more particularly referred to in exchange for a reciprocal grant of rights on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the grant by the Second Owner herein contained, the First Owner HEREBY GRANTS unto the Second Owner, Subject to the provisions of the Lease, the 1st Deed of Mutual Covenant, the 1st Rules and the rights of the Hong Kong Housing Authority and the 1st Land Manager provided in the 1st Deed of Mutual Covenant, And Subject (where applicable) to payment of a due proportion of the expenses mentioned in Clause 3(A)(b) hereof, the following rights:-
 - (a) the full right and liberty for the owners, residents and occupiers of the 2nd Development and their servants visitors workmen and other persons authorised by them in that behalf (in common with the 1st Land Owners the residents and occupiers of the 1st Development their bona fide visitors and all persons having the like right) for all purposes connected with the proper use and enjoyment of the 2nd Land and the 2nd Development at all times hereafter by day and by night to use go pass and repossess through over along and upon the 1st Land Areas in the manner more particularly described in Part A of the First Schedule hereto; and
 - (b) the full right and liberty for the owners, residents and occupiers of the 2nd Development (in common with the 1st Land Owners the residents and occupiers of the 1st Development and all persons having the like right) to use the 1st Land Facilities, together with such rights as are more particularly described in Part B of the First Schedule hereto.

Provided Always that the persons exercising the rights as set out under sub-clauses 1(a) and (b) above (i) shall comply with the provisions of the 1st Deed of Mutual Covenant and the 1st Rules; (ii) shall at all times take the

necessary precautions to prevent any damage or injury to land, persons or properties in the exercise of such rights; (iii) shall not interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided in or for the 1st Land and the 1st Development; (iv) shall not object to or interfere with the class of persons who may be granted the same right; and (v) shall indemnify and keep the 1st Land Owners fully indemnified against all liabilities, claims, demands, actions or other proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done in exercise of such rights.

2. In consideration of the grant by the First Owner herein contained, the Second Owner HEREBY GRANTS unto the First Owner, Subject to the provisions of the Lease, and any rules and regulations as may from time to time be made by the Second Owner (or where the 2nd Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the 2nd Land and the 2nd Development or any part or parts thereof) governing the use, maintenance, operation and management of the 2nd Land Areas and the 2nd Land Facilities And Subject (where applicable) to payment of a due proportion of the expenses mentioned in Clause 4(A)(b) hereof, the following rights:-

- (a) the full right and liberty for the owners, residents and occupiers of the 1st Development and their servants visitors workmen and other persons authorised by them in that behalf (in common with the 2nd Land Owners the residents and occupiers of the 2nd Development their bona fide visitors and all persons having the like right) for all purposes connected with the proper use and enjoyment of the 1st Land and the 1st Development at all times hereafter by day and by night to use go pass and repass through over along and upon the 2nd Land Areas in the manner more particularly described in Part A of the Second Schedule hereto; and
- (b) the full right and liberty for the owners, residents and occupiers of the 1st Development (in common with the 2nd Land Owners the residents and occupiers of the 2nd Development and all persons having the like right) to use the 2nd Land Facilities, together with such rights as are more particularly described in Part B of the Second Schedule hereto.

Provided always that the persons exercising the rights as set out under sub-clauses 2(a) and (b) above (i) shall comply with the provisions of any rules and regulations as may from time to time be made by the Second Owner (or where the 2nd Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the 2nd Land and the 2nd Development or any part or parts thereof) governing the use, maintenance, operation and management of the 2nd Land Areas and the 2nd Land Facilities or any part or parts thereof; (ii) shall at all times take the necessary precautions to prevent any damage or injury to land, persons

or properties in the exercise of such rights; (iii) shall not interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided in or for the 2nd Land and the 2nd Development; (iv) shall not object to or interfere with the class of persons who may be granted the same right; and (v) shall indemnify and keep the 2nd Land Owners fully indemnified against all liabilities, claims, demands, actions or other proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done in exercise of such rights.

3. (A) In consideration of the grant by the First Owner hereinbefore contained, the Second Owner hereby further covenants with the First Owner as follows:-
 - (a) To observe and perform (and to procure the observance and performance by its assigns and all relevant servants and licensees of) the covenants terms and conditions contained in the 1st Deed of Mutual Covenant and the 1st Rules made thereunder from time to time by the 1st Land Manager insofar as they relate to the exercise of the rights granted hereunder to the Second Owner.
 - (b) (Where applicable) to pay to the 1st Land Manager the proportion set out in the First Schedule hereto in respect of such maintenance costs as may be incurred by the 1st Land Manager in its absolute discretion in respect of the 1st Land Areas or the 1st Land Facilities and, in this connection, to pay to the 1st Land Manager annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs as determined by the 1st Land Manager for each relevant year), and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the 1st Land Manager (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the 1st Land Manager within 2 months upon demand.
 - (B) The First Owner hereby covenants with the Second Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the First Owner shall procure the 1st Land Manager to refund the said surplus to the Second Owner in accordance with the said proportion set out in the First Schedule.
4. (A) In consideration of the grant by the Second Owner hereinbefore contained, the First Owner hereby further covenants with the Second Owner as follows:-
 - (a) To observe and perform (and to procure the observance and performance by its assigns and all relevant servants and licensees of) the rules and regulations as may from time to time be made by the Second Owner (or where the 2nd Land is carved out into two or more sections, the owners of or managers or agents appointed for

managing the respective sections of the 2nd Land and the 2nd Development or any part or parts thereof) governing the use, maintenance, operation and management of the 2nd Land Areas and the 2nd Land Facilities.

(b) (Where applicable) to pay to the Second Owner (or where the 2nd Land is carved out into two or more sections, the relevant owner of or manager or agent appointed for managing the respective sections of the 2nd Land and the 2nd Development or the relevant part thereof) the proportion set out in the Second Schedule hereto of such maintenance costs as may be incurred by the Second Owner (or the said manager or agent) in its absolute discretion in respect of the 2nd Land or the 2nd Land Facilities and, in this connection, to pay to the Second Owner or the said manager or agent annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs as determined by the Second Owner or the said manager or agent for each relevant year), and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Second Owner or the said manager or agent (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Second Owner or the said manager or agent within 2 months upon demand.

(B) The Second Owner hereby covenants with the First Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the Second Owner shall refund (or shall procure the relevant manager or agent to refund) the said surplus to the First Owner in accordance with the said proportion set out in the Second Schedule.

5. (A) In consideration of the grant by the Second Owner contained in Clause 6, the First Owner HEREBY GRANTS unto the Second Owner the right at the Second Owner's cost and expense, to apply to, negotiate and agree with the Government for the variation or modification of the Lease or any conditions thereof for the purposes of the development or redevelopment of the 2nd Land and the 2nd Development or modification extension or improvement of any of the messuages, tenements, erections or buildings or any part(s) thereof constructed on the 2nd Land, and to execute any documents in its own name in connection therewith without the necessity of joining in or obtaining the approval of the 1st Land Owners.

(B) The First Owner also agrees that in carrying out any development redevelopment modification extension or improvement work in respect of the 2nd Land and the 2nd Development or any part thereof, the Second Owner shall be entitled for so long as is essential and necessary to complete such work and upon giving reasonable prior notice to the 1st Land Manager in writing to use the 1st Land Estate Roads, other roads, footbridges, passageways, walkways and footpaths of the 1st Land and the 1st

Development as means of transport and passage of building materials and equipment Provided That (a) no materials or debris shall be stored or dumped on any part of the 1st Land; (b) the exercise of such right shall not interfere with the right of the 1st Land Owners to the use and enjoyment of the part of the 1st Land and the 1st Development which they own; (c) all reasonable precaution shall be taken in the exercise of such rights to prevent any damage caused to the 1st Land and the 1st Development or injury being caused to any 1st Land Owners, residents, occupiers, visitors or servants; and (d) the Second Owner shall promptly clean up make good any damage to the 1st Land and the 1st Development and compensate for any injury suffered by any persons that may be caused by or arise from the exercise of such rights.

6. (A) In consideration of the grant by the First Owner contained in Clause 5, the Second Owner HEREBY GRANTS unto the First Owner the right at the First Owner's cost and expense, to apply to, negotiate and agree with the Government for the variation or modification of the Lease or any conditions thereof for the purposes of the development or redevelopment of the 1st Land and the 1st Development or modification extension or improvement of any of the messuages, tenements, erections or buildings or any part(s) thereof constructed on the 1st Land, and to execute any documents in their own names in connection therewith without the necessity of joining in or obtaining the approval of the 2nd Land Owners.
- (B) The Second Owner also agrees that in carrying out any development redevelopment modification extension or improvement work in respect of the 1st Land and the 1st Development or any part thereof, the First Owner shall be entitled for so long as is essential and necessary to complete such work and upon giving reasonable prior notice to the Second Owner (or where the 2nd Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the 2nd Land and the 2nd Development or any part or parts thereof) in writing to use the 2nd Land Estate Roads, other roads, footbridges, passageways, walkways and footpaths of the 2nd Land and the 2nd Development as means of transport and passage of building materials and equipment Provided That (a) no materials or debris shall be stored or dumped on any part of the 2nd Land; (b) the exercise of such right shall not interfere with the right of the 2nd Land Owners to the use and enjoyment of the part of the 2nd Land and the 2nd Development which they own; (c) all reasonable precaution shall be taken in the exercise of such rights to prevent any damage caused to the 2nd Land and the 2nd Development or injury being caused to any 2nd Land Owners, residents, occupiers, visitors or servants; and (d) the First Owner shall promptly clean up make good any damage to the 2nd Land and the 2nd Development and compensate for any injury suffered by any persons that may be caused by or arise from the exercise of such rights.

7. (a) The parties hereby agree with each other as follows:-

- (i) The 1st Land Slope Works shall be undertaken by the 1st Land Manager for and on behalf of the 1st Land Owners to the satisfaction of the Government. The Second Owner shall for each relevant year bear a proportionate part of the maintenance costs of the 1st Land Slope Works calculated in accordance with the following formula :-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed} \\ \text{or to be constructed on 2nd Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st} \\ \text{Land and 2nd Land}}$$

- (ii) The 2nd Land Slope Works shall be undertaken by the 2nd Land Owners to the satisfaction of the Government. The First Owner shall for each relevant year bear a proportionate part of the maintenance costs of the 2nd Land Slope Works calculated in accordance with the following formula:-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed} \\ \text{or to be constructed on 1st Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st} \\ \text{Land and 2nd Land}}$$

- (b) (i) The Second Owner hereby covenants with the First Owner to pay to the 1st Land Manager the proportion mentioned in Clause 7(a)(i) hereof of the maintenance costs of the 1st Land Slope Works as may be incurred by the 1st Land Manager in its absolute discretion, such amount to be paid to the 1st Land Manager annually in advance and within 2 months of demand, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the 1st Land Manager (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the 1st Land Manager within 2 months upon demand.
- (ii) The First Owner hereby covenants with the Second Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the First Owner shall procure the 1st Land Manager to refund the said surplus to the Second Owner in accordance with the said proportion mentioned in Clause 7(a)(i) hereof.
- (c) (i) The First Owner hereby covenants with the Second Owner to pay to the Second Owner (or where the 2nd Land is carved out into two or

more sections, the relevant owner of or manager or agent appointed for managing the respective sections of the 2nd Land and the 2nd Development or the relevant part thereof) the proportion mentioned in Clause 7(a)(ii) hereof of the maintenance costs of the 2nd Land Slope Works as may be incurred by the Second Owner (or the said manager or agent) in its absolute discretion, such amount to be paid to the Second Owner or the said manager or agent annually in advance and within 2 months of demand, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Second Owner or the said manager or agent (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Second Owner or the said manager or agent within 2 months upon demand.

- (ii) The Second Owner hereby covenants with the First Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the Second Owner shall refund (or shall procure the relevant manager or agent to refund) the said surplus to the First Owner in accordance with the said proportion mentioned in Clause 7(a)(ii) hereof.

- 8. (a) The parties hereto hereby agree that the Green Hatched Black Area Works shall be undertaken by the Second Owner. The First Owner shall for each relevant year bear a proportionate part of the maintenance costs of the Green Hatched Black Area Works calculated in accordance with the following formula :-

$$\text{Maintenance costs for the relevant year} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be constructed on 1st Land}}{\text{aggregate gross floor areas of buildings constructed or to be constructed on 1st Land and 2nd Land}}$$

- (b) (i) The First Owner hereby covenants with the Second Owner to pay to the Second Owner (or where the 2nd Land is carved out into two or more sections, the relevant owner of or manager or agent appointed for managing the respective sections of the 2nd Land and the 2nd Development or the relevant part thereof) the proportion mentioned in Clause 8(a) hereof of the maintenance costs of the Green Hatched Black Area Works as may be incurred by the Second Owner (or the said manager or agent) in its absolute discretion, such amount to be paid to the Second Owner or the said manager or agent annually in advance and within 2 months of demand, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Second Owner or the said manager or agent (whose decision shall be final) requires any revision

to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Second Owner or the said manager or agent within 2 months upon demand.

- (ii) The Second Owner hereby covenants with the First Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the Second Owner shall refund (or shall procure the relevant manager or agent to refund) the said surplus to the First Owner in accordance with the said proportion mentioned in Clause 8(a) hereof.

9. The parties hereby agree that, for the purpose of determining the amounts to be apportioned among the owners of the various sections as referred to in Clauses 3(A)(b), 4(A)(b), 7(b)(i), 7(c)(i) and 8(b)(i) hereof, the "gross floor area" of the buildings on the respective lands or any section thereof shall be calculated by reference to the building plans in respect of the same as may from time to time be approved by the Chief Architect of the Housing Department as at the relevant dates, or in the event that no building plan is approved by the Chief Architect of the Housing Department in respect of the respective lands or any section thereof as at the relevant dates, then such gross floor area shall be estimated by the Chief Architect of the Housing Department as at such dates. The parties hereby further agree that, for the purpose of calculating the gross floor area of the buildings on the respective lands or any section thereof, the relevant date shall mean for the first year after the execution of this Deed, the date of this Deed, and for each subsequent year thereafter, the 1st day of April of each year.

10. The First Owner and the Second Owner hereby further agree that where the 2nd Land is carved out into two or more sections, the Hong Kong Housing Authority shall subject to obtaining the relevant Government approval have the absolute discretion to determine how the obligation to pay the said amount(s) referred to in Clauses 3(A)(b) and 7(b)(i) is to be apportioned among the owners of the various sections and upon such determination the owners of the various sections shall assume the obligation of the Second Owner under Clauses 3(A)(b) and 7(b)(i) and be severally liable to pay to the 1st Land Manager their respective apportioned amounts, and the 1st Land Manager shall upon being notified of such determination henceforth issue separate demand notes to the owners of the various sections covering their respective apportioned amounts for their settlement.

11. For the avoidance of doubt, the First Owner and the Second Owner further agree that:-

- (a) (i) The rights hereby granted by the First Owner unto the Second Owner shall also enure for the benefit of the owners from time to time of the whole or section(s) of the 2nd Land and the 2nd Development, or the undivided shares in the 2nd Land and the 2nd Development.

- (ii) The rights hereby granted by the First Owner unto the Second Owner shall only be used and enjoyed together with the sole and exclusive right to hold use occupy and enjoy any part of the 2nd Development.
 - (iii) The Second Owner and its assigns shall have no claim on the insurance monies received in respect of any insurance on the 1st Land Areas and/or the 1st Land Facilities in the event of the same being damaged.
- (b)
- (i) The rights hereby granted by the Second Owner unto the First Owner shall also enure for the benefit of the owners from time to time of the undivided shares in the 1st Land and the 1st Development.
 - (ii) The rights hereby granted by the Second Owner unto the First Owner shall only be used and enjoyed together with the sole and exclusive right to hold use occupy and enjoy any part of the 1st Development.
 - (iii) The First Owner and its assigns shall have no claim on the insurance monies received in respect of any insurance on the 2nd Land Areas or the 2nd Land Facilities in the event of the same being damaged.
- (c) The rights and obligations hereby created under Clauses 1, 3 and (without in any way affecting the Second Owner's development and redevelopment rights in respect of the 2nd Land and the 2nd Development) 5 in respect of the 1st Land Areas and the 1st Land Facilities or any part thereof shall be terminated in the event that (i) the same or any relevant part thereof shall be surrendered to or resumed by the Government, or (ii) the same cannot be used or enjoyed due to demolition, destruction or serious damage and are not reinstated, or (iii) the 1st Development shall be redeveloped in whole or in part or any modification extension or improvement work shall otherwise be effected to the 1st Land and the 1st Development Provided that such redevelopment modification extension or improvement shall not affect the 2nd Land Owners' right to use those of the 1st Land Areas as are referred to in paragraphs (1) and (2) of Part A of the First Schedule and the 1st Land Facilities as are referred to in paragraph (1) of Part B of the First Schedule in respect of which the First Owner covenants with the Second Owner to continue to make available for use and enjoyment by the 2nd Land Owners notwithstanding such redevelopment modification extension or improvement Provided Further that the First Owner shall have the right to alter such 1st Land Areas and 1st Land Facilities to such extent as is necessary in connection with the redevelopment modification extension or improvement of the 1st Land but in a

manner which would not affect the free and uninterrupted right of access, passage and running of water sewage gas and electricity from and to the 2nd Land.

- (d) The rights and obligations hereby created under Clauses 2, 4 and (without in any way affecting the First Owner's development and redevelopment rights in respect of the 1st Land and the 1st Development) 6 in respect of the 2nd Land Areas and the 2nd Land Facilities or any part thereof shall be terminated in the event that (i) the same or any relevant part thereof shall be surrendered to or resumed by the Government, or (ii) the same cannot be used or enjoyed due to demolition, destruction or serious damage and are not reinstated, or (iii) the 2nd Development shall be redeveloped in whole or in part or any modification extension or improvement work shall otherwise be effected to the 2nd Land and the 2nd Development Provided that such redevelopment modification extension or improvement shall not affect the 1st Land Owners' right to use those of the 2nd Land Areas as are referred to in paragraphs (1) and (2) of Part A of the Second Schedule and the 2nd Land Facilities as are referred to in paragraph (1) of Part B of the Second Schedule in respect of which the Second Owner covenants with the First Owner to continue to make available for use and enjoyment by the 1st Land Owners notwithstanding such redevelopment modification extension or improvement Provided Further that the Second Owner shall have the right to alter such 2nd Land Areas and 2nd Land Facilities to such extent as is necessary in connection with the redevelopment modification extension or improvement of the 2nd Land but in a manner which would not affect the free and uninterrupted right of access, passage and running of water sewage gas and electricity from and to the 1st Land.

For the purposes of sub-clauses (c) and (d) above, the wishes of the owners of the 1st Land or the 2nd Land to redevelop their respective properties shall as between the parties hereto be conclusively proved by production of the written approval of the redevelopment plan(s) issued by the Building Authority or by the relevant appropriate authority at the relevant time.

IN WITNESS whereof the parties hereto have duly caused this Deed to be duly executed the day and year first above written.

THE FIRST SCHEDULE

(THE 1ST LAND AREAS AND THE 1ST LAND FACILITIES)

Part A – the 1st Land Areas

- (1) (a) Nature – All Those the 1st Land Estate Roads.
- (b) Manner of Exercise – By vehicle or on foot.
- (c) Payment – The 2nd Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the 1st Land Estate Roads calculated in accordance with the following formula :-

$$\text{Maintenance costs for the relevant year} \times \frac{\text{gross floor area of buildings constructed or to be constructed on 2nd Land}}{\text{aggregate gross floor areas of buildings constructed or to be constructed on 1st Land and 2nd Land}}$$

- (2) (a) Nature – All Those the 1st Land Emergency Vehicular Access.
- (b) Manner of Exercise – By vehicle (in case of emergency) or on foot.
- (c) Payment – The 2nd Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the 1st Land Emergency Vehicular Access calculated in accordance with the following formula:-

$$\text{Maintenance costs for the relevant year} \times \frac{\text{gross floor area of buildings constructed or to be constructed on 2nd Land}}{\text{aggregate gross floor areas of buildings constructed or to be constructed on 1st Land and 2nd Land}}$$

- (3) (a) Nature - All roads, footbridges, passageways, walkways or footpaths within the 1st Land and the 1st Development for the purpose of access to and egress from the 2nd Land.
- (b) Manner of Exercise – By vehicle or on foot.
- (c) Payment – Not Applicable.

Part B – the 1st Land Facilities

- (1) (a) Nature - All Those the sewers drains water-courses cables pipes conduits and wires which now are or may at any time hereafter be in under or passing through the 1st Land and the 1st Development for the free and uninterrupted

passage and running of water sewage gas and electricity from and to the 2nd Land.

(b) Payment – Not applicable.

(2) (a) Nature – All That the Street Fire Hydrant Pumping System.

(b) Payment – The 2nd Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the Street Fire Hydrant Pumping System calculated in accordance with the following formula :-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be} \\ \text{constructed on 2nd Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st Land and} \\ \text{2nd Land}}$$

(3) (a) Nature – All That the Main Telecommunication and Broadcasting System.

(b) Payment – The 2nd Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the Main Telecommunication and Broadcasting System calculated in accordance with the following formula :-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be} \\ \text{constructed on 2nd Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st Land and} \\ \text{2nd Land}}$$

(4) (a) Nature – All That the Waste Detection System.

(b) Payment – The 2nd Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the Waste Detection System calculated in accordance with the following formula :-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be} \\ \text{constructed on 2nd Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st Land and} \\ \text{2nd Land}}$$

THE SECOND SCHEDULE

(THE 2ND LAND AREAS AND THE 2ND LAND FACILITIES)

Part A – the 2nd Land Areas

- (1) (a) Nature – All Those the 2nd Land Estate Roads.
(b) Manner of Exercise – By vehicle or on foot.
(c) Payment – The 1st Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the 2nd Land Estate Roads calculated in accordance with the following formula:-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be} \\ \text{constructed on 1st Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st Land and} \\ \text{2nd Land}}$$

- (2) (a) Nature – All Those the 2nd Land Emergency Vehicular Access.
(b) Manner of Exercise – By vehicle (in case of emergency) or on foot.
(c) Payment – The 1st Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the 2nd Land Emergency Vehicular Access calculated in accordance with the following formula:-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be} \\ \text{constructed on 1st Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st Land and} \\ \text{2nd Land}}$$

- (3) (a) Nature – All Those the Pedestrian Escalator.
(b) Manner of Exercise – On foot.
(c) Payment – The 1st Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the Pedestrian Escalator calculated in accordance with the following formula:-

$$\begin{array}{l} \text{Maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be} \\ \text{constructed on 1st Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on 1st Land and} \\ \text{2nd Land}}$$

- (4) (a) Nature – All roads, footbridges, passageways, walkways or footpaths within the 2nd Land and the 2nd Development for the purpose of access to and egress from the 1st Land.
- (b) Manner of Exercise – By vehicle or on foot.
- (c) Payment – Not Applicable.

Part B – the 2nd Land Facilities

- (1) (a) Nature – All Those the sewers drains water-courses cables pipes conduits and wires which now are or may at any time hereafter be in under or passing through the 2nd Land and the 2nd Development for the free and uninterrupted passage and running of water sewage gas and electricity from and to the 1st Land.
- (b) Payment – Not applicable.

THE FIRST OWNER

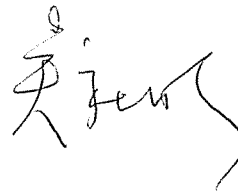
SIGNED SEALED AND DELIVERED by)
Ms. LAU Kin-kwan)
Assistant Estate Surveyor)
Housing Department)
)
 for and on behalf of the Hong Kong Housing)
 Authority duly authorised under and by virtue of)
 Section 10 of the Housing Ordinance (Cap.283))
 in the presence of:-)

Lau Kin-kwan



NG SHUI KWAN
 Solicitor, Hong Kong SAR
 Messrs. Kao, Lee & Yip

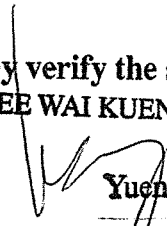
SIGNED SEALED AND DELIVERED by)
 the said NG SHEA MING -----)
)
 (Holder of Hong Kong Identity Card)
 No. E028611(0)) in the presence of:-)



LEE WAI KUEN WILLIAM

Clerk to Messrs, Deacons Graham & James
 Solicitors &c., Hong Kong SAR

I hereby verify the signature
 of **LEE WAI KUEN WILLIAM**



Yuen Mee Han Mabel

**Solicitor, Hong Kong SAR,
 Deacons Graham & James**

THE SECOND OWNER

SIGNED SEALED AND DELIVERED by)
 MS. LAU Kin-kwan)
 Assistant Estate Surveyor)
 Housing Department)
)
 for and on behalf of the Hong Kong Housing)
 Authority duly authorised under and by virtue of)
 Section 10 of the Housing Ordinance (Cap.283))
 in the presence of :-)

Lau Kin-kwan

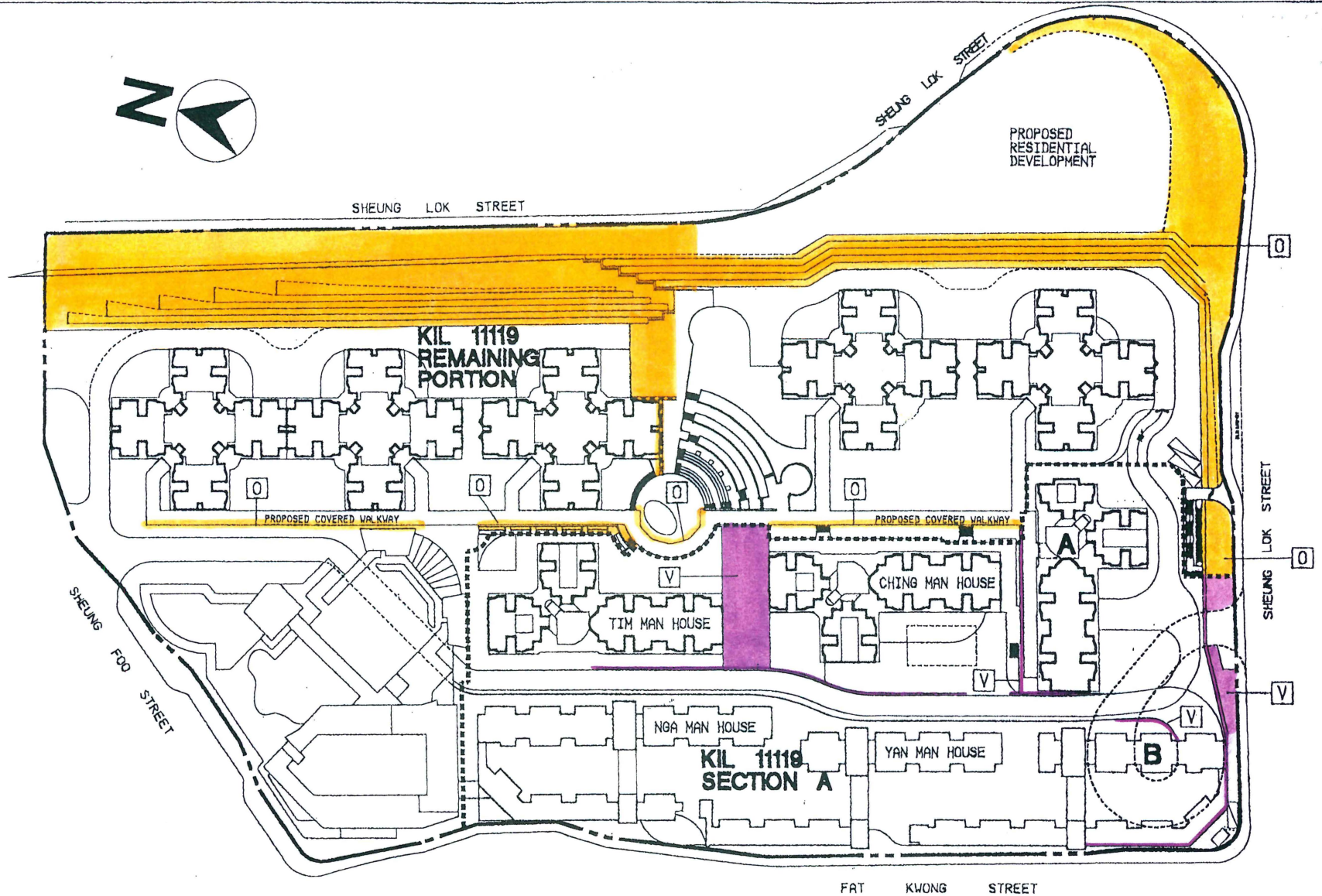


NG SHUK KWAN
 Solicitor, Hong Kong SAR
 Messrs. Kao, Lee & Yip

INTERPRETED to the said NG SHEA MING :-





LEE WAI KUEN WILLIAM

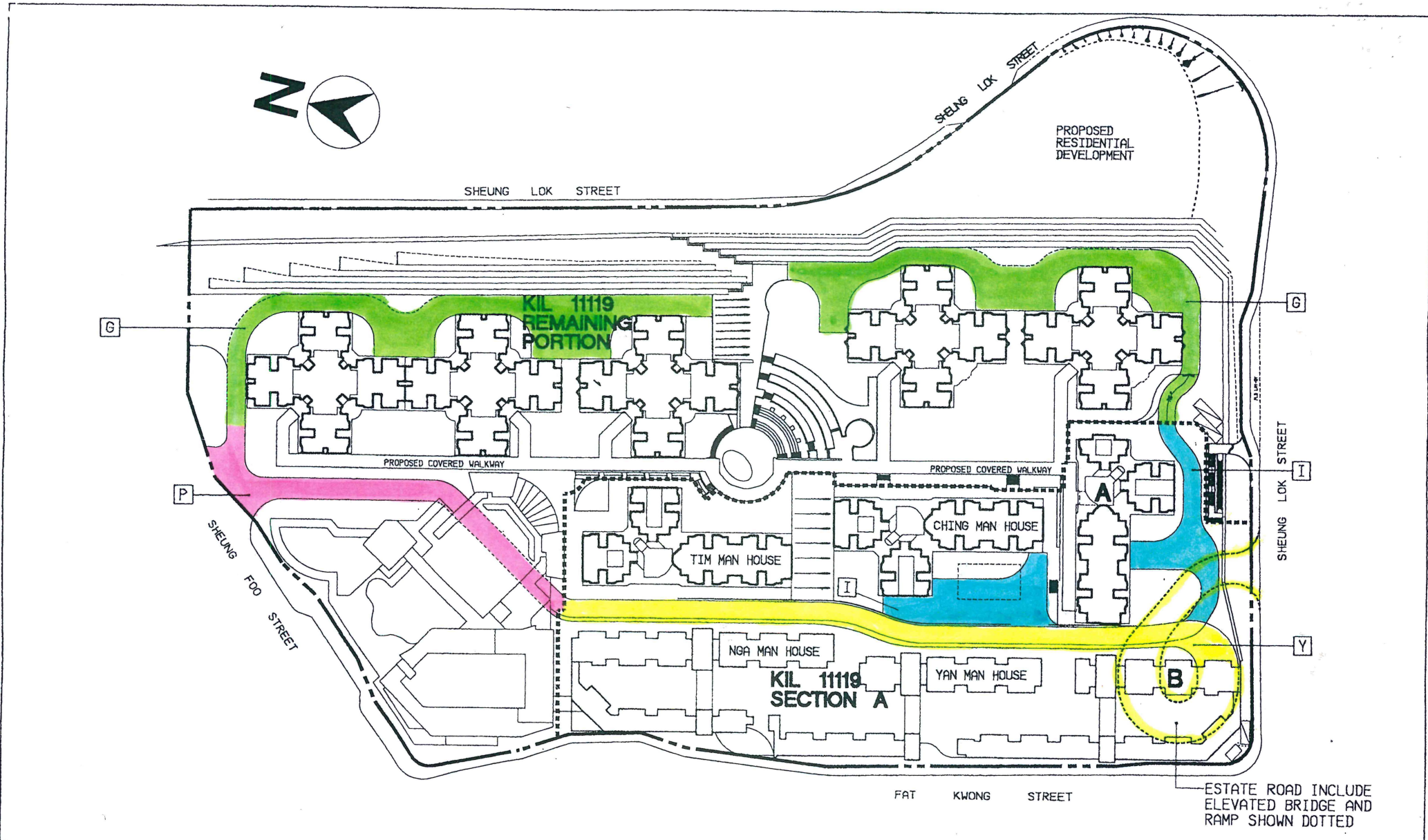
Clerk to Messrs. Deacons Graham & Justice
 Solicitors &c., Hong Kong SAR



PLAN A
PLAN SHOWING SLOPES & RETAINING WALLS
IN KIL 1119

LEGEND :

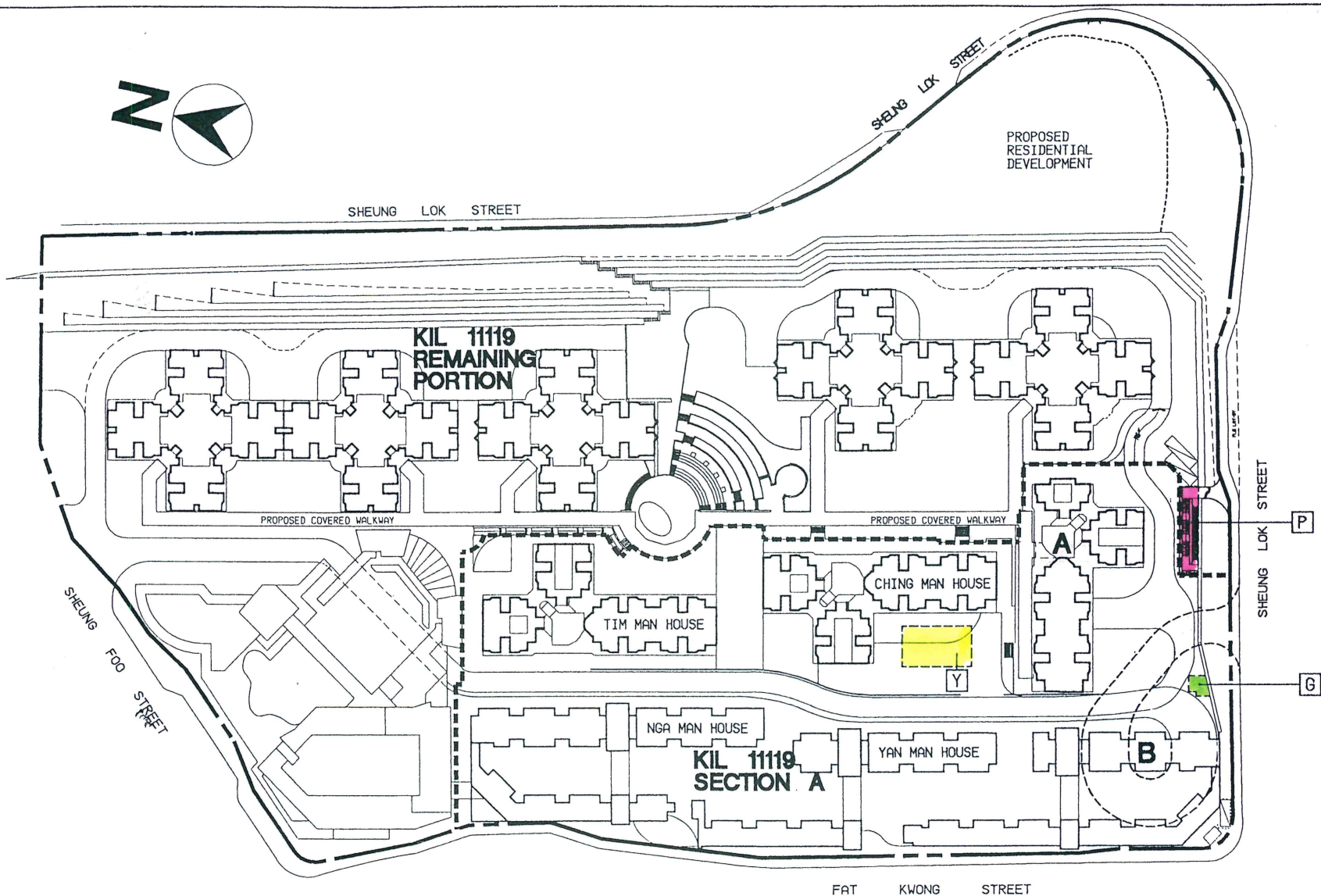
-  KIL 11119 BOUNDARY LINE
-  CARVING OUT BOUNDARY LINE
-  VIOLET 1st LAND SLOPE WORKS
-  ORANGE 2nd LAND SLOPE WORKS






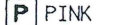

PLAN B
PLAN SHOWING ESTATE ROADS & EMERGENCY
VEHICULAR ACCESS IN KIL 1119

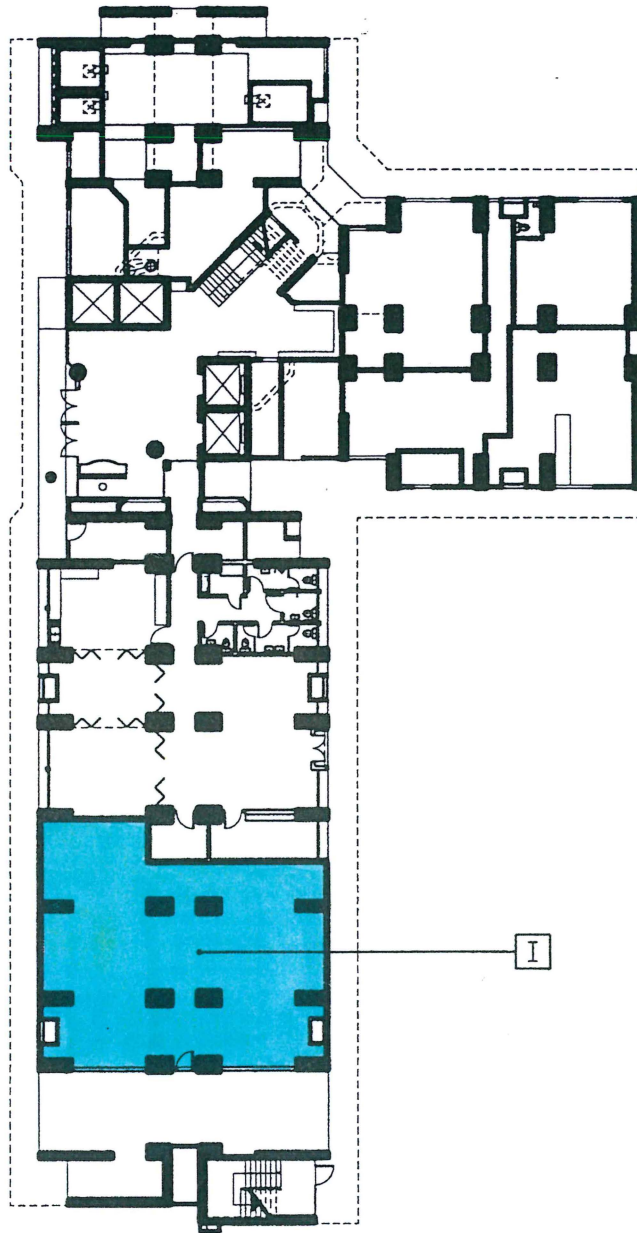
LEGEND :

- KIL 11119 BOUNDARY LINE
- - - - CARVING OUT BOUNDARY LINE
- Y YELLOW 1st LAND ESTATE ROADS
- P PINK 2nd LAND ESTATE ROADS
- I INDIGO 1st LAND EMERGENCY VEHICULAR ACCESS
- G GREEN 2nd LAND EMERGENCY VEHICULAR ACCESS



PLAN C
PLAN SHOWING VARIOUS LOT COMMON
AREAS AND FACILITIES IN KIL 1119

- LEGEND :**
-  KIL 11119 BOUNDARY LINE
 -  CARVING OUT BOUNDARY LINE
 -  YELLOW STREET FIRE HYDRANT PUMPING SYSTEM
 -  PINK PEDESTRIAN ESCALATOR
 -  GREEN WASTE DETECTION SYSTEM



PLAN D

**PLAN SHOWING THE MAIN TBE ROOM ON GROUND FLOOR
OF BLOCK A OF KWUN FAI COURT IN KIL 1119 SECTION A**

LEGEND :

I INDIGO MAIN TELECOMMUNICATION AND BROADCASTING SYSTEM