

Dated

8th January 2010

MTR CORPORATION LIMITED

as the Registered Owner
and

as the Purchaser
and

MTR CORPORATION LIMITED

as the Managers
and

CHEERLORD INVESTMENT LTD.

as Hotel 1 Purchaser
and

BEST WINNERS LIMITED

as Hotel 2 and Site G Hotel Purchaser
and

CITY LION INVESTMENT LIMITED

(formerly known as CITY LION COMPANY LIMITED)
as Site G Office Accommodation Purchaser

**SUB-DEED OF MUTUAL COVENANT
and**

MANAGEMENT AGREEMENT

in respect of

Site F of Kowloon Inland Lot No.11080
Kowloon Station Development
(now known as Union Square)

Certified True Copy

26 OCT 2012
Wong Wai Ming
Solicitor, Hong Kong SAR
Deacons

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註冊摘要編號 Memorial No.:
10012502270028

本文書於2010年1月25日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 25 January 2010.

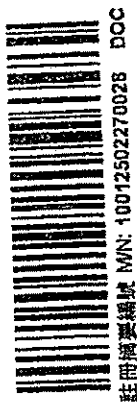
Hip San Fan
土地註冊處處長
Land Registrar

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

Dated this 20 APR 2010

Hui Yam Yi
Solicitor, Hong Kong SAR
Deacons

Engrossed Sub-DMC for Site F Kowloon Station



註冊摘要編號 MN: 10012502270028 DOC

SUB-DEED OF MUTUAL COVENANT

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SECTION A

PARTIES AND RECITALS

Date

THIS DEED is made the 8th day of January 2010.

Parties

BETWEEN

(1) **MTR CORPORATION LIMITED** whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the "MTR" which expression shall where the context so admits include its successors and assigns);

(2)

of The Cullinan, No.1 Austin Road West, Kowloon, Hong Kong (the "Purchaser" which expression shall where the context permits include its successors and assigns);

(3) **MTR CORPORATION LIMITED** whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the "Managers" which expression shall where the context so admits include its successors and assigns);

(4) **CHEERLORD INVESTMENT LTD.**, a company incorporated in British Virgin Islands whose registered office is situate at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands, and having its principal place of business in Hong Kong at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (the "Hotel 1 Purchaser" which expression shall where the context so admits include its successors and assigns);

(5) **BEST WINNERS LIMITED**, a company incorporated in British Virgin Islands whose registered office is situate at TrustNet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands, and having its principal place of business in Hong Kong at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (the "Hotel 2 and Site G Hotel Purchaser" which expression shall where the context so admits include its successors and assigns); and

(6) **CITY LION INVESTMENT LIMITED** (formerly known as CITY LION COMPANY LIMITED), a company incorporated in British Virgin Islands whose registered office is situate at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands, and having its principal place of business in Hong Kong at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (the "Site G Office

Accommodation Purchaser" which expression shall where the context so admits include its successors and assigns).

Recitals

WHEREAS :-

Supplemental

1. This Deed is supplemental to the Principal Deed of Mutual Covenant and Management Agreement relating to the Development (now known as Union Square) dated 30th March 1999 and registered in the Land Registry by Memorial No.UB7732245.

Succession

2. By virtue of Section 37 of the Mass Transit Railway Ordinance all the property, rights and liabilities to which Mass Transit Railway Corporation was entitled or subject immediately before the 30th June 2000 became the property, rights and liabilities of MTR.

Development

3. Phase VI of the Development has been constructed on the Land.

**Allocation of
Shares**

4. For the purpose of distribution and sale, 1,677,497 equal undivided 25,901,816 Shares in the Land have been allocated to Phase VI in the manner set out in Part I of the First Schedule hereto.

**Variation of Sites
Boundaries**

5. By a letter dated 26th September 2008 ("the Letter") the Director granted his approval to (a) the variation of the boundaries of Site E, Site F, Site G and Site M; (b) the variation of the total minimum and the total maximum gross floor areas of each of Site E, Site F and Site G; and (c) the relocation of the accommodation and facilities to be provided in Site E, Site F and Site G. A new set of plans showing the varied boundaries of Site E, Site F, Site G and Site M annexed to the Letter shall replace the **Obsolete Plans** (as defined in the Letter) upon the registration of the Letter at the Land Registry.

Hotel 1 Purchaser

6. By an Agreement for Sale and Purchase dated 12th May 2004 and registered in the Land Registry by Memorial No.UB9235436 and as supplemented by a Supplemental Agreement for Sale and Purchase dated 13th October 2008 and registered in the Land Registry by Memorial No.08102202490036 both made between MTR as the vendor of the one part and the Hotel 1 Purchaser as the purchaser of the other part (which said Supplemental Agreement was entered into subsequent to the issuance of the Letter to effect necessary changes and amendments to the said Agreement for Sale and Purchase), MTR agreed to sell and the Hotel 1 Purchaser agreed to purchase All Those 360,567/25,901,816 Shares in the Land together with the exclusive right and privilege to hold use occupy and enjoy Hotel 1.

**Hotel 2 and Site G Hotel
Purchaser**

7. By an Agreement for Sale and Purchase dated 12th May 2004 and registered in the Land Registry by Memorial No.UB9235437 and as

supplemented by a Supplemental Agreement for Sale and Purchase dated 13th October 2008 and registered in the Land Registry by Memorial No.08102202490045 both made between MTR as the vendor of the one part and the Hotel 2 and Site G Hotel Purchaser as the purchaser of the other part (which said Supplemental Agreement was entered into subsequent to the issuance of the Letter to effect necessary changes and amendments to the said Agreement for Sale and Purchase), MTR agreed to sell and the Hotel 2 and Site G Hotel Purchaser agreed to purchase All Those 212,442/25,901,816 Shares in the Land together with the exclusive right and privilege to hold use occupy and enjoy Hotel 2 and All Those 449,418/25,901,816 Shares in the Land together with the exclusive right and privilege to hold use occupy and enjoy the hotel accommodation on Site G.

Site G Office
Accommodation
Purchaser

8. By an Agreement for Sale and Purchase dated 12th May 2004 and registered in the Land Registry by Memorial No.UB9235438 and as supplemented by a Supplemental Agreement for Sale and Purchase dated 13th October 2008 and registered in the Land Registry by Memorial No.08102202490052 both made between MTR as the vendor of the one part and the Site G Office Accommodation Purchaser as the purchaser of the other part (which said Supplemental Agreement was entered into subsequent to the issuance of the Letter to effect necessary changes and amendments to the said Agreement for Sale and Purchase), MTR agreed to sell and the Site G Office Accommodation Purchaser agreed to purchase All Those 2,644,549/25,901,816 Shares in the Land together with the exclusive right and privilege to hold use occupy and enjoy the office accommodation on Site G.

Assignment

9. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between MTR of the one part and the Purchaser of the other part, the First Assigned Premises was assigned to the Purchaser by MTR.

Purpose of Deed

10. The Parties hereto have agreed to enter into this Deed for the purposes of :-

- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent owners in respect of Phase VI of the Development;
- (b) making specific provisions for the management of Phase VI;
- (c) appointing MTR Corporation Limited as the Managers to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein

contained;

- (d) identifying those parts of Phase VI which will comprise Common Areas and Common Services and Facilities of Phase VI Car Park and those shared between/among Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Hotel Accommodation under the Principal Deed; and
- (e) the grant of rights for the benefit of Phase VI over other Phases of the Development and the reservation of rights over Phase VI for the benefit of other Phases of the Development.

Approval

11. The Director has given his approval to this Deed in accordance with the Government Grant.

Telecommunication
Facilities

12. Pursuant to the terms of this Deed MTR shall retain ownership and control of the Communication Network Facilities and Areas (as defined) and be responsible for their future maintenance and renewal. MTR shall permit Owners to connect to the relevant facilities free of charge although Owners may be required in the usual way to pay to the relevant service provider for the right to use the services provided.

OPERATIVE PARTS

NOW THIS DEED WITNESSETH that the parties hereto have agreed and **DO HEREBY COVENANT** with each other as follows to the intent that this Deed shall enure to the benefit of and shall bind each of them and their respective successors in title and persons deriving title under or through them or any of them and all persons who may hereafter during the Term become an Owner.

SECTION B

DEFINITIONS

1. Terms defined in the Principal Deed shall have the same meaning when used in this Deed.
2. In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires :-

"Approved Plans"	means the building plans for Phase VI of the Development approved by the Building Authority under reference No.BD2/7219/00(F) as from time to time amended, modified or substituted;
"Common Areas of Phase VI"	<p>means collectively:-</p> <ul style="list-style-type: none">(a) Phase VI Car Park Common Areas;(b) Phase VI Hotel/Service Apartment/Residential Common Areas;(c) Phase VI Hotel/Service Apartment Common Areas;(d) Phase VI Service Apartment/Residential Common Areas;(e) Phase VI Common Areas; and(f) those parts of the Phase VI Residential Development and Phase VI Service Apartment Accommodation as are designated as common areas in any Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the Principal Deed; <p>but excluding any areas serving the two hotels of the Phase VI Hotel Accommodation exclusively and which for the avoidance of doubt are areas being part of the Phase VI Hotel Accommodation;</p>
"Common Services and Facilities of Phase VI"	<p>means collectively:-</p> <ul style="list-style-type: none">(a) Phase VI Car Park Common Services and Facilities;(b) Phase VI Hotel/Service Apartment/Residential Common Services and Facilities;(c) Phase VI Hotel/Service Apartment Common Services and Facilities;(d) Phase VI Service Apartment/Residential Common Services and Facilities;

(e) Phase VI Common Services and Facilities; and
 (f) those services and facilities of the Phase VI Residential Development and Phase VI Service Apartment Accommodation as are designated as common services and facilities in any Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the Principal Deed; but excluding any common services and facilities serving the two hotels of the Phase VI Hotel Accommodation exclusively and which for the avoidance of doubt are services and facilities being part of the Phase VI Hotel Accommodation;

"Communication
 Network Facilities
 and Areas"

means the aerial and satellite reception distribution cabling infrastructure and telecommunication cabling infrastructure (including all infrastructure and facilities capable of conveying all telecommunications traffic including but not limited to voice, internet, broadband and any other data communications) and their associated equipment and accessories including the connection with the voice exchange and enhancement services equipment and all pipes ducting conduits and other parts of Phase VI from, in, on or through which all such infrastructure, equipment, accessories, pipes, ducting and conduits are installed or affixed up to the distribution boards on each floor of a Tower and as shown circled in black and dotted in black on the plans attached to this Deed;

"Deed"

means this Deed as amended or varied from time to time;

"First Assigned
 Premises"

means _____ of Phase VI Service Apartment Accommodation in Tower 21 of The Cullinan of the Development;

"Hotel 1"

means one of the two hotels forming part of the Phase VI Hotel Accommodation and including the external walls thereof, coach lay-bys, lay-bys and loading and unloading bays and car parking spaces therefor and Shares and Management Units are allocated to it as set out in Part I and Part II of the First Schedule;

"Hotel 2"

means one of the two hotels forming part of the Phase VI Hotel Accommodation and including the external walls thereof, coach lay-bys, lay-bys and loading and unloading bays and car parking spaces therefor and Shares and Management Units are allocated to it as set out in Part I and Part II of the First Schedule;

"Insured Risks"

means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire; bursting or overflowing of water tanks, apparatus or pipes; riot or civil commotion, strikes, labour or political disturbances; the action of malicious persons; explosion (including explosion of boilers and other heating or ventilation apparatus); lightning, thunderbolt, storm, tempest, typhoon, floods; impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom; accidental damage to

underground pipes and cables; and such other risks as the Managers in their sole discretion may from time to time decide;

"Land"	means the land registered at the Land Registry as Kowloon Inland Lot No.11080;
"Maintenance Manual for the Works and Installations"	means the maintenance manual for the Works and Installations as mentioned in Clause 7 of Section G of this Deed as may from time to time be amended or revised in accordance with the provisions of this Deed;
"Management Units"	means the Management Units attributable to the Phase VI Car Parking Spaces, Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Hotel Accommodation as set out in Part II of the First Schedule;
"Phase VI"	means that part of the Development referred to in the Government Grant as Site F and shown coloured orange on the plans annexed to the Letter;
"Phase VI Car Park"	means those areas within Phase VI indicated on the Approved Plans for the parking of motor vehicles for use by the Owners or occupiers of Phase VI or any part thereof or their bona fide visitors but excluding the car parking spaces forming part of the Phase VI Hotel Accommodation;
"Phase VI Car Park Common Areas"	means those parts of the Phase VI Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Car Park and the car parking spaces forming parts of the Phase VI Hotel Accommodation including, but not limited to, all accessory areas, circulation passages, void spaces, entrances, ramps, driveways and the external walls (including curtain walls) of the Phase VI Car Park but excluding anything contained in the Non-Station Development Common Areas and, in so far as they are capable of being shown on plans, as shown for the purpose of identification only coloured indigo on the plans annexed hereto;
"Phase VI Car Park Common Services and Facilities"	means those services and facilities in on or under Phase VI and which serve the Phase VI Car Park and the car parking spaces forming parts of the Phase VI Hotel Accommodation including, but not limited to, plant and machinery, electrical installations fittings and equipment, barriers, guard houses, collection booths and water supply apparatus but excluding anything contained in the Non-Station Development Common Services and Facilities;
"Phase VI Car Parking Space"	means a Unit situate in the Phase VI Car Park, which includes the 47 car parking spaces and 120 car parking spaces provided pursuant to Special Condition Nos. (46)(a)(i) & (46)(a)(v) of the Government Grant respectively and the use of which is as shown on the carpark layout plan for Phase VI approved by the Building Authority;

"Phase VI Common Areas"

means those parts of Phase VI which are intended for use by the Owners of more than one constituent parts of Phase VI, namely Phase VI Car Park, Phase VI Hotel Accommodation, Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Retained Areas and not for the sole benefit of the Owners of only one constituent part including, but not limited to, the foundations and structure of the buildings erected on Phase VI and all other communal areas within Phase VI but excluding anything contained within the Non-Station Development Common Areas, Phase VI Car Park Common Areas, Phase VI Hotel/Service Apartment Common Areas, Phase VI Service Apartment/Residential Common Areas and Phase VI Hotel/Service Apartment/Residential Common Areas;

"Phase VI Common Services and Facilities"

means those facilities constructed or to be constructed in on or under Phase VI and which serve more than one constituent parts of Phase VI, namely Phase VI Car Park, Phase VI Hotel Accommodation, Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Retained Areas and not for the sole benefit of the Owners of only one constituent part including, but not limited to, any installations, systems, plant, equipment apparatus, fittings, services and facilities used or installed in or for the benefit of Phase VI as part of the amenities thereof but excluding anything contained within the Non-Station Development Common Services and Facilities, Phase VI Car Park Common Services and Facilities, Phase VI Hotel/Service Apartment Common Services and Facilities, Phase VI Service Apartment/Residential Common Services and Facilities and Phase VI Hotel/Service Apartment/Residential Common Services and Facilities;

"Phase VI Hotel Accommodation"

means those parts of the two towers (namely Tower 20 and Tower 21) erected or to be erected on Phase VI and those parts of Phase VI of the Development as indicated on the Approved Plans for hotel purposes forming part of the Hotel Development as defined under Section B of the Principal Deed comprising two hotels (namely Hotel 1 and Hotel 2) and including the external walls thereof, coach lay-bys, lay-bys and loading and unloading bays and car parking spaces therefor;

"Phase VI Hotel/Service Apartment Common Areas"

means those parts of Phase VI intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Hotel Accommodation and Phase VI Service Apartment Accommodation but excluding anything contained in the Non-Station Development Common Areas, Phase VI Common Areas, Phase VI Hotel/Service Apartment/Residential Common Areas, Phase VI Car Park Common Areas and Phase VI Service Apartment/Residential Common Areas and, in so far as they are capable of being shown on plans, as shown for the purpose of identification only coloured brown on the plans annexed hereto;

"Phase VI Hotel/Service Apartment Common Services and Facilities"

means those services and facilities in on or under Phase VI and which serve the Phase VI Hotel Accommodation and Phase VI Service Apartment Accommodation but excluding anything contained in the Non-Station Development Common Services and Facilities, Phase VI Common Services and Facilities, Phase VI Hotel/Service Apartment/Residential Common Services and Facilities, Phase VI Car Park Common Services and Facilities and Phase VI Service Apartment/Residential Common Services and Facilities;

"Phase VI Hotel/Service Apartment/Residential Common Areas"

means those parts of Phase VI which are intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Hotel Accommodation, Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained within the Non-Station Development Common Areas, Phase VI Common Areas, Phase VI Car Park Common Areas, Phase VI Hotel/Service Apartment Common Areas and Phase VI Service Apartment/Residential Common Areas and, in so far as they are capable of being shown on plans, as shown for the purpose of identification only coloured light orange on the plans annexed hereto;

"Phase VI Hotel/Service Apartment/Residential Common Services and Facilities"

means those services and facilities in on or under Phase VI and which serve the Phase VI Hotel Accommodation, Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained within the Non-Station Development Common Services and Facilities, Phase VI Common Services and Facilities, Phase VI Car Park Common Services and Facilities, Phase VI Hotel/Service Apartment Common Services and Facilities and Phase VI Service Apartment/Residential Common Services and Facilities;

"Phase VI House Rules"

means the House Rules set out in the Fourth Schedule hereto as varied or modified from time to time and which shall form part of the Building Rules under the Principal Deed;

"Phase VI Owners Sub-Committee"

means the committee elected in accordance with the provisions of Section E of this Deed;

"Phase VI Recreational Areas and Facilities"

means the covered landscape areas, the gardens, sky gardens and grounds within Phase VI and any other recreational facilities and club houses erected within Phase VI pursuant to the provisions of Special Condition No.(43)(a)(i) of the Government Grant which now are or may at any time during the term be provided for the benefit of the Owners and occupiers of the Phase VI Residential Development and Phase VI Service Apartment Accommodation and their bona fide visitors all of which shall form part of the Private Recreational Areas and Facilities under the Principal Deed;

"Phase VI Residential Development"

means those parts of the two towers (namely Tower 20 and Tower 21) erected or to be erected on Phase VI of the Development as indicated on

the Approved Plans as "Residential" including the external walls thereof, loading and unloading bays and lay-bys therefor;

"Phase VI Residential Unit"

means a Unit situate in the Phase VI Residential Development and including all the windows and window frames of the Unit and all the glass (and in case of doubled glazed glass, the whole of it) of windows of the Unit;

"Phase VI Retained Areas"

means those parts of Phase VI reserved for the purpose of installation and placement of gondola, cradles, tracks and associated structures and equipment for the purpose of cleaning and maintenance of the façade of Site E and more particularly shown coloured light orange and zigzag in black on the plans annexed to this Deed;

"Phase VI Service Apartment"

means a Unit situate in the Phase VI Service Apartment Accommodation and including all the windows and window frames of the Unit and all the glass (and in case of doubled glazed glass, the whole of it) of the windows of the Unit;

"Phase VI Service Apartment Accommodation"

means those parts of the two towers (namely Tower 20 and Tower 21) erected or to be erected on Phase VI and those parts of Phase VI of the Development as indicated on the Approved Plans as "Service Apartment" forming part of the Non-industrial Accommodation as described in Special Condition No.(18)(b)(vi)(b) of the Government Grant and including the external walls thereof, lay-bys and loading and unloading bays therefor. For the avoidance of doubt, Phase VI Service Apartment Accommodation forms part of the Residential Development as defined under Section B of the Principal Deed and is not constructed for use as an hotel or serviced apartments forming part of the Hotel Development as defined under Section B of the Principal Deed;

"Phase VI Service Apartment/Residential Common Areas"

means those parts of Phase VI intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained in the Non-Station Development Common Areas, Phase VI Common Areas, Phase VI Hotel/Service Apartment/Residential Common Areas, Phase VI Car Park Common Areas and Phase VI Hotel/Service Apartment Common Areas and, in so far as they are capable of being shown on plans, as shown for the purpose of identification only coloured light green on the plans annexed hereto;

"Phase VI Service Apartment/Residential Common Services and Facilities"

means those services and facilities in on or under Phase VI and which serve the Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained in the Non-Station Development Common Services and Facilities, Phase VI Common Services and Facilities, Phase VI Hotel/Service Apartment/Residential Common

Services and Facilities, Phase VI Car Park Common Services and Facilities and Phase VI Hotel/Service Apartment Common Services and Facilities;

"Principal Deed"	means the Principal Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.UB7732245;
"Retail Development"	means the Retail Accommodation as defined in the Government Grant in Site E;
"Schedule of Works and Installations"	means a schedule of the Works and Installations which include but not limited to the items as set out in the Fifth Schedule hereto and as may from time to time be amended or revised in accordance with the provisions of this Deed.
"Site B"	means all that Site B as defined in the Government Grant;
"Site E"	means all that Site E as defined in the Government Grant;
"Site F"	means all that Site F as defined in the Government Grant;
"Site G"	means all that Site G as defined in the Government Grant;
"Site M"	means all that Site M as defined in the Government Grant;
"Tower"	means any one of Tower 20 or Tower 21 constructed as part of Phase VI;
"Unit"	apart from the meaning as given to it under the Principal Deed, includes a Phase VI Residential Unit and a Phase VI Service Apartment;
"Works and Installations"	means the major works and installations in Phase VI of the Development (whether forming part of the Common Areas of Phase VI and the Common Services and Facilities of Phase VI or not) requiring regular maintenance on a recurrent basis.

SECTION C

RIGHTS OF OWNERS

Rights attaching
to each Share

1. Each Share allocated to Phase VI of the Development shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed be held by the person or persons from time to time entitled thereto together with :

- (a) the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in Part I of the First Schedule hereto; and
- (b) if and for so long as an owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal Deed and subject to the Phase VI House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule;

but subject to the exceptions and reservations set out in Part II of the Second Schedule.

Rights of MTR

2. MTR shall during the residue of the term and any renewal hereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and in this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy Site F of the Land and Phase VI of the Development Together with the appurtenances thereto save only the First Assigned Premises.

Rights of Purchaser

3. The Purchaser shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and in this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises Together with the appurtenances thereto.

Disposal
Restrictions

4. (a) The right to the exclusive use, occupation and enjoyment of any Phase VI Car Parking Space or any Unit in Phase VI or any part thereof shall not be sold, assigned, mortgaged, charged, leased (other than for a term of less than twelve years), licensed or otherwise disposed of separately from the Share with which the same is held.

(b) No Phase VI Residential Unit or Phase VI Service Apartment shall be sold, assigned, mortgaged, charged, leased or disposed of except as a whole to the intent that each Phase VI Residential Unit or

Phase VI Service Apartment shall be owned and occupied as a single residence or Service Apartment, as the case may be.

(c) The right to the exclusive use, occupation and enjoyment of a flat roof or roof specifically assigned by MTR shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Unit with which such flat roof or roof (as the case may be) is held.

(d) Each of Hotel 1 and Hotel 2 shall not be assigned, mortgaged, charged, parted with the possession thereof or otherwise disposed of except as a whole Provided That this sub-clause shall not apply to any underletting or licensing of Hotel 1 or Hotel 2 or any part or parts thereof.

Owner's Right to Connect
to Communication
Network Facilities and
Areas

5. (a) Subject to the prior written consent of the Owner of the Communication Network Facilities and Areas (whose consent shall not be unreasonably withheld or delayed), each Owner of a Unit in Phase VI shall be entitled to connect to the aerial and satellite reception distribution system and telecommunications, internet and broadband distribution system from time to time provided and forming part of the Communication Network Facilities and Areas via the distribution board on each floor of a Tower for the purpose of usage of the facilities provided incidental to their ownership of the Unit.

(b) The Owner of the Communication Network Facilities and Areas shall not charge any Owner a fee for the purpose of connection of his Unit to the Communication Network Facilities and Areas but this shall not preclude the provider of any available service to charge an Owner for access to or usage of any services provided through the Communication Network Facilities and Areas.

SECTION D

OBLIGATIONS OF OWNERS

Owners to comply

1. The Owners of a Unit in Phase VI shall at all times hereafter comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in :

- (a) the Government Grant;
- (b) the Principal Deed;
- (c) this Deed; and
- (d) the Phase VI House Rules.

Owners to observe
restrictive
covenants

2. The Owners of a Unit in Phase VI shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto.

Management charges

3. (a) The Managers shall keep separate management accounts and prepare separate sub-budgets for Phase VI Residential Development, Phase VI Service Apartment Accommodation, Phase VI Car Park and Phase VI Hotel Accommodation respectively in accordance with the provisions of Section J of the Principal Deed.

(b) Each Owner of a Unit in Phase VI shall upon demand pay to the Managers the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of the Principal Deed.

Maintenance of Windows
and Curtain Walls

4. (a) Each Owner of a Unit in Phase VI Residential Development or Phase VI Service Apartment Accommodation shall at his own cost and expense be responsible for the cleaning, repair and maintenance of all the windows (whether openable windows or non-openable fixed windows) of the Unit and such windows shall not form part of the curtain walls of the relevant Tower nor any part of the Common Areas of Phase VI.

- (b) (i) The Owners of Phase VI Residential Development shall, acting through the Managers, be responsible for the repair, maintenance and cleaning of the external walls of Phase VI Residential Development including, but not limited to, curtain walls, facade and associated facilities thereof;

(ii) The Owners of Phase VI Service Apartment Accommodation shall, acting through the Managers, be responsible for the repair, maintenance and cleaning of the external walls of Phase VI Service Apartment Accommodation including, but not limited to, curtain walls, facade and associated facilities thereof;

(iii) The Owners of Phase VI Hotel Accommodation shall be responsible for the repair, maintenance and cleaning of the external walls of Phase VI Hotel Accommodation including, but not limited to, curtain walls, glass walls, facade and associated facilities thereof

Provided That if the cleaning, repair or maintenance is required as a result of the act, neglect, default or omission of any Owner or his servant, agent, licensee or tenant, such Owner shall be wholly responsible for the relevant costs of cleaning, repair or maintenance.

Maintenance of Fire
Shutter

5. In respect of any fire shutter located in any part of the Common Areas of Phase VI but serving exclusively any component of Site F, the Owners of that component shall be solely responsible for the repair and maintenance of such fire shutter.

MTR's liability for
Management Charges

6. (a) MTR shall make payments and contributions for those expenses which are of a recurrent nature for those Units in Phase VI and Shares in Phase VI unsold, provided however that MTR shall not be obliged to make payments and contributions in respect of Units in Phase VI and Shares in Phase VI allocated to a separate building or phase, the construction of which has not been completed, except to the extent that the building or phase benefits from provisions in this Deed as to management and maintenance (such as to the costs of managing and maintaining slopes or as to security provided by the management of the completed parts) of Phase VI.

(b) All outgoings including Management Charges and any Government rent up to and inclusive of the date of assignment of the Unit in Phase VI must be paid by MTR. An Owner must not be required to make any payment or reimburse MTR for these outgoings.

Systems and Facilities of
Phase VI Hotel

7. In respect of any systems and facilities of the Phase VI Hotel

Accommodation

Accommodation which are installed for the benefit of the Phase VI Hotel Accommodation or any part thereof but which also incidentally benefit any of the Common Areas of Phase VI, Phase VI Residential Development and/or Phase VI Service Apartment Accommodation, the Owners of the Phase VI Hotel Accommodation shall nevertheless maintain such systems and facilities in good working order and condition and bear the costs of such repair and maintenance. If the Owners of the Phase VI Hotel Accommodation shall fail to maintain such systems and facilities in good working order and condition, the Managers shall be entitled to carry out the relevant repair or maintenance works to such systems and facilities after giving reasonable prior notice to the Owners of the Phase VI Hotel Accommodation (except in case of emergency) and all costs and expenses incurred by the Managers in connection with such repair or maintenance works shall be borne by the Owners of the Phase VI Hotel Accommodation and payable on demand.

Liability of Owners of
Phase VI Hotel
Accommodation for
Management Charges in
respect of Phase VI Car
Park Common Areas, etc.

8. The Owners of the Phase VI Hotel Accommodation shall contribute towards the management expenses of the Phase VI Car Park Common Areas and the Phase VI Car Park Common Services and Facilities under the relevant sub-budget for Phase VI in the proportion that the Management Units allocated to the car parking spaces forming parts of the Phase VI Hotel Accommodation bears to the total number of Management Units allocated to the car parking spaces forming parts of the Phase VI Hotel Accommodation and all the Phase VI Car Parking Spaces.

SECTION E

PHASE VI OWNERS SUB-COMMITTEE

Function and power
of the Committee

1. (a) There shall be a Phase VI Owners Sub-Committee formed in accordance with Clause 5 of Section E of this Deed;

(b) The function of the Phase VI Owners Sub-Committee shall be to discuss issues relating to the maintenance and management of the Common Areas of Phase VI (other than external walls which is the function of the Development Owners Committee) and the Common Services and Facilities of Phase VI other than those forming part of the Non-Station Development Common Areas or the Non-Station Development Common Services and Facilities and to make known to the Managers its views Provided That the representatives of Phase VI Hotel Accommodation shall not be entitled to participate, form part of the quorum nor vote in any meeting of the Phase VI Owners Sub-Committee discussing matter or issue relating to Phase VI Residential Development and/or Phase VI Service Apartment Accommodation only.

Number of members

2. (a) The Phase VI Owners Sub-Committee shall consist of seven members.

(b) The members of the Phase VI Owners Sub-Committee shall be made up of :

- (i) one (1) member as representatives of the Phase VI Residential Development;
- (ii) three (3) members as representatives of the Phase VI Service Apartment Accommodation;
- (iii) two (2) members as representatives of the Phase VI Hotel Accommodation with one (1) member for each of the two hotels in the Phase VI Hotel Accommodation; and
- (iv) one (1) member as representative of the Phase VI Car Park.

Quorum

3. (a) Subject to Clause 1(b) of this Section, a quorum for meetings of the Phase VI Owners Sub-Committee shall be four Provided That in any meeting of the Phase VI Owners Sub-Committee discussing matter or issue relating to Phase VI Residential Development and/or Phase VI Service Apartment Accommodation only, the quorum for such meeting

shall be two.

(b) Provided a quorum exists, the Phase VI Owners Sub-Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below seven or that for any reason less than seven members are elected in the manner herein provided.

Eligibility for
appointment

4. The following persons shall be eligible for appointment to the Phase VI Owners Sub-Committee :-

- (a) Any Owner (including any one of two or more co-Owners) of a Unit in Phase VI.
- (b) The duly authorised representative (provided that such authorisation shall be in writing addressed to the Phase VI Owners Sub-Committee and may be revoked at any time on notice in writing given to the Phase VI Owners Sub-Committee), in his place, of any Owner of a Unit in Phase VI, being:
 - (i) the representative of an Owner which is a corporate body;
 - (ii) the husband, wife, or adult family member of an Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit; or
 - (iii) the occupying tenant of any Unit.

Election of
members

5. (a) The Managers shall convene a meeting of the Owners of each of the following parts of Phase VI :-

- (i) Phase VI Residential Development;
- (ii) Phase VI Service Apartment Accommodation;
- (iii) Phase VI Hotel Accommodation; and
- (iv) Phase VI Car Park;

the first such meeting of the Owners of each part to be convened within nine months of the date of the first Occupation Permit in respect of Phase VI or any part thereof and one such meeting of the Owners of each part to be known as the Annual Meeting shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section I of the Principal Deed) for the purposes of transacting any business of which due notice is given in the notice convening the meeting.

(b) At the first meeting and at each subsequent Annual Meeting of :

- (i) the Owners of the Phase VI Residential Development, those Owners shall elect one representative to the Phase VI Owners Sub-Committee;
- (ii) the Owners of the Phase VI Service Apartment Accommodation, those Owners shall elect three representatives to the Phase VI Owners Sub-Committee;
- (iii) the Owners of the Phase VI Hotel Accommodation, those Owners shall appoint or elect two representatives, with one representative for each of the two hotels in the Phase VI Hotel Accommodation to the Phase VI Owners Sub-Committee; and
- (iv) the Owners of the Phase VI Car Park, those Owners shall elect one (1) representative to the Phase VI Owners Sub-Committee.

(c) The Managers shall convene a meeting of the Owners of Phase VI and the first such meeting shall be convened within nine months of the date of the first Occupation Permit in respect of Phase VI or any part thereof.

(d) One such meeting of the Owners of Phase VI, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section I of the Principal Deed) for the purposes of receiving the Managers' report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase VI, and transacting any other business of which due notice is given in the notice convening the meeting.

Officers

6. (a) The Officers of the Phase VI Owners Sub-Committee shall comprise :-

- (i) A Chairman
- (ii) A Secretary
- (iii) Such other officers (if any) as the Phase VI Owners Sub-Committee may from time to time elect.

(b) All casual vacancies in the Officers shall be filled by election or appointment by the members of the Phase VI Owners Sub-Committee from among them as they may from time to time determine.

(c) A meeting of the Phase VI Owners Sub-Committee shall be presided over by :

- (i) the Chairman; or
- (ii) in the absence of the Chairman a member of the Phase VI Owners Sub-Committee appointed as chairman for that meeting.

Tenure of office

7. (a) Members of the Phase VI Owners Sub-Committee shall hold office until the Annual Meeting of Owners next following their appointment or election provided that if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

(b) Retiring members of the Phase VI Owners Sub-Committees shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Phase VI Owners Sub-Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owners he represents;
- (iv) he, or the Owner he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner he represents, has defaulted in paying his contribution towards the Management Charges;
- (vii) he, or the Owner he represents, fails to observe

and perform the provisions of the Principal Deed or this Deed.

(d) Any one or more members of the Phase VI Owners Sub-Committee may be removed from office by resolution of the Owners of Units of the part of Phase VI which he represents at an Extraordinary Meeting convened for the purpose by the Managers, the Phase VI Owners Sub-Committee or by Owners of Units in Phase VI entitled to attend and vote at any such meeting who in the aggregate have vested in them not less than 20% of the Shares attributable to the part of Phase VI which the member represents and at any such Meeting, new members of the Phase VI Owners Sub-Committee may be appointed in the place of those removed from office.

Votes of members

8. Subject to Clause 1(b) of this Section, members of the Phase VI Owners Sub-Committee shall be entitled to one vote each at Committee meetings and resolutions shall be passed by a simple majority of those present in person. In the case of equality of voting the Chairman shall have a second or casting vote.

Power to make rules

9. The Phase VI Owners Sub-Committee shall have full power to determine where, when and how often it shall meet and to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed or the Principal Deed.

Managers to be invited

10. The Phase VI Owners Sub-Committee shall invite the Managers to any meeting called by giving the Managers at least seven (7) days' notice in writing of the date, time and place of the meeting and the matters to be discussed.

Managers' Power to call meeting

11. The Chairman, any two members of the Phase VI Owners Sub-Committee or the Managers may at any time convene a meeting of the Phase VI Owners Sub-Committee provided that it gives to each member of the Committee at least seven (7) days notice of the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice calling a meeting may be given:

- (a) by delivering it personally to the member;
- (b) by sending it by post to the member at his last known address; or
- (c) by leaving it at the member's Unit or depositing it in his letter box for that Unit.

SECTION F

HOUSE RULES

House Rules first
in force

1. The Phase VI House Rules set out in the Fourth Schedule hereto shall be deemed to have come into force on the date of the first Occupation Permit in respect of Phase VI or any part thereof and shall remain in force until revoked or amended as hereinafter provided.

Amendment of House
Rules

2. (a) The Managers shall have power from time to time to make, revoke and amend the Phase VI House Rules with the approval of the Phase VI Owners Sub-Committee (if in existence) which shall be consistent with the provisions of the Principal Deed, the Building Management Ordinance, the Government Grant and this Deed.

(b) Subject to Clause 2(a) of this Section, the Managers may make Phase VI House Rules to protect the environment of Phase VI and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.

House Rules to be
posted on notice
boards

3. Copies of the Phase VI House Rules from time to time in force shall be posted on the public notice boards in Phase VI.

SECTION G

INTERPRETATION AND MISCELLANEOUS

Marginal notes,
headings and index

1. The marginal notes, headings and index are intended for guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.

Plurals and
genders

2. In this Deed (if the context so permits or requires) words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

Service of notices

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided That where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.

(b) All notices required to be given to the Managers under this Deed shall be properly served if sent by prepaid post to or left at their registered office or the management office in Phase VI of the Development or such other address as may be notified by the Managers from time to time.

(c) All notices required to be given to the Phase VI Owners Sub-Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Committee at his usual residential address.

(d) All non-resident Owners shall provide the Managers with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.

Covenants to run
with the land

4. The mutual covenants herein contained are intended to be annexed to and shall run with the Land and each and every Share therein and shall be enforceable by and against the Owner for the time being of any such Share both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or

buildings shall apply to this Deed.

Chinese
Translation

5. Within one month of the date of this Deed, MTR shall at its own cost cause a direct translation in Chinese of this Deed to be made and shall ensure that a copy of this Deed and its Chinese translation are available for inspection and the taking of copies by the Owners at the management office in Phase VI of the Development on payment of reasonable copying charges. All charges received shall be credited to the Capital Fund for Phase VI. In the event of a dispute as to the effect of the Chinese translation and the English document, the English version is to prevail.

Building
Management
Ordinance

6. Nothing in this Deed shall prejudice the operation of the Building Management Ordinance.

Maintenance Manual for
the Works and
Installations

7. (a) MTR shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for the reference of the Owners of Units in Phase VI and the Managers setting out the following details :

- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A lists of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;
- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and

- (vii) Recommended maintenance cycle of the Works and Installations.

(b) Within one (1) month after the execution of this Deed, MTR shall deposit a full copy of the first Maintenance Manual for the Works and Installations at the management office in Phase VI of the Development for inspection by the Owners of Units in Phase VI free of charge and any Owner of a Unit in Phase VI or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Capital Fund for Phase VI.

(c) (i) The Managers shall on behalf of and at the cost and expense of the Owners of Units in Phase VI inspect, maintain and carry out all necessary works for the Common Areas of Phase VI and the Common Services and Facilities of Phase VI including those part or parts of the Works and Installations forming part of the Common Areas of Phase VI and the Common Services and Facilities of Phase VI.

(ii) The Owner of a Unit in Phase VI shall at their own costs and expense inspect, maintain and carry out all necessary works for the Units in Phase VI including those part or parts of the Works and Installations forming part of their Units.

(d) The Owners of the Units in Phase VI may, by a majority resolutions passed at a meeting of Owners held in accordance with Clause 5 of Section E of this Deed, make, amend and revise the Schedule of Works and Installations and the Maintenance Manual for the Works and Installations or any part thereof as the Owners shall deem fit, in which event the Managers shall procure a revised Schedule of Works and Installations and a revised Maintenance Manual for the Works and Installations or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolutions. All costs and expenses of and incidental to the preparation of the revised Schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations or any subsequent

amendments thereto shall be borne by the Owners of the Units in Phase VI and paid out of the Capital Fund of Phase VI.

(e) The Managers shall deposit the revised Maintenance Manual for the Works and Installations and any subsequent amendments thereto within one month from the date of its preparation at the management office in Phase VI of the Development for inspection by the Owners of Units in Phase VI free of charge and any Owner of a Unit in Phase VI or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Capital Fund of Phase VI.

Managers to comply

8. The Managers shall comply with the terms of the Government Grant so long as they remain as manager of the Development.

No conversion of
common areas

9. (a) Subject to MTR's reserved rights under Paragraph 3 of Part II of the Second Schedule to the Principal Deed, no Owner nor the Managers may convert any of the Common Areas of Phase VI to his own use or for his own benefit unless the approval of the Phase VI Owners' Sub-Committee has been obtained. Any payment received for the approval shall be credited to the Capital Fund of Phase VI.

(b) Subject to MTR's reserved rights under Paragraph 3 of Part II of the Second Schedule to the Principal Deed, no Owner may convert or designate any of his own areas as Common Areas of Phase VI unless the approval by a resolution of Owners at a meeting of the Owners of Phase VI convened under this Deed has been obtained PROVIDED That MTR shall have the right, without the need to obtain the said approval, to designate any part(s) of the Phase VI Residential Development in its possession as the common areas for the Phase VI Residential Development and any part(s) of the Phase VI Service Apartment Accommodation in its possession as the common areas for the Phase VI Service Apartment Accommodation in any Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the Principal Deed. No Owner (including MTR) nor the Manager will have the right to re-convert or re-designate the Common Areas of Phase VI to his or its own use or benefit.

Consent of Hotel 1
Purchaser, Hotel 2 and

10. (a) The Hotel 1 Purchaser and the Hotel 2 and Site G Hotel

Site G Hotel Purchaser
and Site G Office
Accommodation
Purchaser

Purchaser hereby consent to this Deed and agree that the properties as mentioned in Recitals 6 and 7 under Section A of this Deed above being the subject matter of the Agreements for Sale and Purchase as mentioned therein shall respectively be subject to and with the benefit of this Deed accordingly and the covenants and restrictions in this Deed shall be enforceable by and against each of the Hotel 1 Purchaser and the Hotel 2 and Site G Hotel Purchaser according to its interest in the Development.

(b) The Hotel 2 and Site G Hotel Purchaser and the Site G Office Accommodation Purchaser hereby consent to this Deed and agree that the properties as mentioned in Recitals 7 and 8 under Section A of this Deed above being the subject matter of the Agreements for Sale and Purchase as mentioned therein shall be subject to this Deed and the easements over Site G mentioned in Clause 5 of Part I of the Second Schedule to this Deed shall be enforceable by and against each of the Hotel 2 and Site G Hotel Purchaser and the Site G Office Accommodation Purchaser according to its interest in the Development.

THE FIRST SCHEDULE

PART I

ALLOCATION OF SHARES

A.	Phase VI Residential Development		229,972
B.	Phase VI Service Apartment Accommodation		781,112
C.	Phase VI Hotel Accommodation:		
	Hotel 1 (other than car parking spaces, loading and unloading bays, coach lay-by and lay-bys related thereto)	360,553	
	4 car parking spaces, 2 loading and unloading bays, 1 coach lay-by and 7 lay-bys related to Hotel 1 (1 Share for each of car parking space, loading and unloading bay, coach lay-by and lay-by)	14	
	Hotel 2 (other than car parking spaces, loading and unloading bays, coach lay-by and lay-bys related thereto)	212,431	
	4 car parking spaces, 2 loading and unloading bays, 1 coach lay-by and 4 lay-bys related to Hotel 2 (1 Share for each of car parking space, loading and unloading bay, coach lay-by and lay-by)	11	573,009
D.	167 Phase VI Car Parking Spaces in Phase VI Car Park (1 Share for each Phase VI Car Parking Space)		167
E.	Communication Network Facilities and Areas		118
F.	Phase VI Retained Areas		42
G.	Common Areas (as defined in the Principal Deed) within Site F		93,077
Total :			<u>1,677,497</u>

THE FIRST SCHEDULE

PART II

ALLOCATION OF MANAGEMENT UNITS

A.	Phase VI Residential Development	21,359
B.	Phase VI Service Apartment Accommodation	72,538
C.	Phase VI Hotel Accommodation	
	Hotel 1 (other than car parking spaces, loading and unloading bays, coach lay-by and lay-bys related thereto) 33,497	
	4 car parking spaces, 2 loading and unloading bays, 1 coach lay-by and 7 lay-bys related to Hotel 1 (50 Management Units for each of car parking space, loading and unloading bay, coach lay-by and lay-by)	700
	Hotel 2 (other than car parking spaces, loading and unloading bays, coach lay-by and lay-bys related thereto) 19,736	
	4 car parking spaces, 2 loading and unloading bays, 1 coach lay-by and 4 lay-bys related to Hotel 2 (50 Management Units for each of car parking space, loading and unloading bay, coach lay-by and lay-by)	550
		54,483
D.	167 Phase VI Car Parking Spaces in Phase VI Car Park (50 Management Units for each Phase VI Car Parking Space)	8,350
E.	Communication Network Facilities and Areas	11
F.	Phase VI Retained Areas	4
		<hr/>
		156,745
		<hr/>

THE SECOND SCHEDULE

PART I

EASEMENTS

Right to pass

1. Full right and liberty for the Owner for the time being, his servants, agents, licensees and tenants:

(a) of a Phase VI Residential Unit to go, pass and repass over and along and upon :

(i) the Phase VI Service Apartment/Residential Common Areas;

(ii) the Phase VI Hotel/Service Apartment/Residential Common Areas;

(iii) the Phase VI Common Areas;

(iv) such parts of the Phase VI Hotel Accommodation as shown for identification purpose only coloured light indigo and honeycombed in black on the plans annexed hereto; and

(v) such parts of the Phase VI Service Apartment Accommodation as shown for identification purpose only coloured red and cross hatched in black on the plans annexed hereto;

in common with all others having the like right;

(b) of a Phase VI Service Apartment to go, pass and repass over and along and upon:

(i) the Phase VI Hotel/Service Apartment Common Areas;

(ii) the Phase VI Service Apartment/Residential Common Areas;

(iii) the Part VI Hotel/Service Apartment/Residential Common Areas;

(iv) the Phase VI Common Areas;

(v) such parts of the Phase VI Hotel Accommodation as shown for identification purpose only coloured light indigo and honeycombed in black, and coloured light indigo and hatched in black on the plans annexed hereto; and

(vi) such parts of the Phase VI Residential Development as shown for identification purpose only coloured pink and hatched in black on the plans annexed hereto;

in common with all others having the like right;

(c) of the Phase VI Hotel Accommodation to go, pass and repass over and along and upon:

(i) the Phase VI Hotel/Service Apartment Common Areas;

(ii) the Phase VI Hotel/Service Apartment/Residential Common Areas;

(iii) the Phase VI Common Areas;

(iv) the Phase VI Car Park Common Areas; and

(v) such parts of the Phase VI Service Apartment Accommodation as shown for identification purpose only coloured red with triangles in black on the plans annexed hereto;

in common with all others having the like right;

(d) of a Phase VI Car Parking Space to go, pass and repass over and along and upon the Phase VI Car Park Common Areas and the Phase VI Common Areas in common with all others having the like right;

(e) of the Phase VI Retained Areas to go, pass and repass over and along and upon the Phase VI Hotel/Service Apartment/Residential Common Areas in common with all others having the like right;

for all purposes connected with the proper use and enjoyment of his Unit.

Rights to escape and access

2. (a) The right for the Owners of Phase VI Residential Development, Phase VI Service Apartment Accommodation, Phase VI Hotel Accommodation and Phase VI Car Park, their servants, agents,

licensees and tenants (in common with all others having the like right) to pass over such pedestrian corridors and passageways of Phase VI along the route as may be determined by the Managers having regard to the Approved Plans for the purposes of escape in an emergency.

(b) The right for the Owners of Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Hotel Accommodation and their servants, agents, licensees and tenants to go, pass and repass over and along and upon the Phase VI Car Park Common Areas in common with all others having the like right for the purposes of access and egress to and from the loading and unloading bays which form part of Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Hotel Accommodation respectively.

(c) The right for the Owners of Phase VI Service Apartment Accommodation in Tower 20, their servants, agents, licensees and tenants (in common with all others having the like right) to go, pass and repass over and upon the refuge floors on the 12th and 39th Floors of Tower 20, which form parts of Phase VI Hotel Accommodation, for the purposes of escape in the event of a fire or an emergency subject to such arrangement to be determined by the Managers.

Rights over Site B

3. Such rights as are / may be reserved to the Owners of Site F under the Sub-Deed of Mutual Covenant of Site B.

Rights over
Site E

4. (a) The exclusive rights for the Owners of Phase VI Hotel Accommodation to make connections, free of payment, of all necessary pipes and cabling to and make use of the salt water pump room forming part of Site E and located at Ground Floor Level for the purpose of enabling salt water supply to Phase VI Hotel Accommodation Provided that the Owners of Phase VI Hotel Accommodation shall bear the costs of repair and maintenance of the salt water pump room and shall indemnify the Owners of Site E against all losses, damages, claims, demands, costs and expenses to be suffered, sustained or incurred by the Owners of Site E in connection with the exercise of the right under this sub-clause or the use of the salt water pump room by the Owners of Phase VI Hotel Accommodation.

(b) The right of way for the Owners of the Phase VI Hotel Accommodation, their servants, agents, licensees and tenants (in common with all others having the like right) over such areas of the pedestrian corridors and passageways of Site E on Basement Floor, Ground Floor and Mezzanine Floor and along such route as to be designated or re-designated by the Owners of Site E as a means of escape and as a route for ingress to and egress from the Phase VI Hotel Accommodation from time to time.

(c) The right of way for the Owners of Phase VI, their servants, agents, licensees and tenants (in common with all others having the like right) over such pedestrian corridors and passageways of Site E and along such route as to be designated or re-designated by the Owners of Site E as a means of escape in an emergency Provided that the exercise of such right shall not cause any obstruction to the traffic in Site E.

(d) The right for the Owners for the time being of Phase VI Car Parking Spaces, their servants, agents, licensees and tenants (in common with all other having the like right) to go pass and repass over and along such access and egress areas constructed as part of the Car Park in Site E and as to be designated or re-designated by the Owners of Site E for the purpose of access to and egress from the Phase VI Car Parking Spaces and the Phase VI Car Park Common Areas and Phase VI Car Park Common Services and Facilities Provided that the Owners of Phase VI Car Parking Spaces shall bear 21.92% of the costs of repair and maintenance of such access and egress areas And Provided Further that the exercise of such right shall not cause any obstruction to the traffic in Site E.

(e) The right for the Owners for the time being of Phase VI Hotel Accommodation, their servants, agents, licensees and tenants (in common with all other having the like right) to go pass and repass over and along such access and egress areas constructed as part of the Car Park in Site E and as to be designated or re-designated by the Owners of Site E for the purpose of access to and egress from the loading and unloading bays and the car parking spaces of the Phase VI Hotel Accommodation and the Phase VI Car Park Common Areas and Phase VI Car Park Common Services and Facilities Provided that the Owners of Phase VI Hotel Accommodation shall bear 1.05% of the costs of repair and maintenance of such access and egress areas And Provided Further that the exercise of such right shall not cause any obstruction to the traffic in Site E.

(f) The right of way for the Owners of Phase VI, their servants, agents, licensees and tenants (in common with all others having the like right) to gain unobstructed access to Site F on the First Floor through Site E along such route as to be designated or re-designated by the Owners of Site E at all times during the opening hours of the Retail Development in Site E Provided that the exercise of such right shall not cause any obstruction to the traffic in Site E.

(g) The right for the Owners of Phase VI, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through such part of the Basement Level of Site E and along such route as to be designated or re-designated by the Owners of Site E for the purposes of access and egress to and from and the inspection of and repair, maintenance and renewal of the

services and facilities located at the Basement Level of Site E but serving Site F only.

Right over Site G

5. The right for the Owners for the time being of Phase VI Car Parking Spaces and Phase VI Hotel Accommodation, their servants, agents, licensees and tenants (in common with all other having the like right) to go pass and repass over and along the access and egress areas constructed as part of the Car Park in Site G and as shown coloured short dash in green on the plans annexed to this Deed for the purpose of access to and egress from Phase VI Provided that the Owners of Phase VI Car Parking Spaces shall bear 43.83% and the Owners of Phase VI Hotel Accommodation shall bear 2.10% of the costs of repair and maintenance of such access and egress areas.

Right over Site E

6. The right of way for the Owners of Phase VI, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials over such parts of Site E along such route as to be designated or re-designated by the Owners of Site E for the purposes of access and egress to and from and the inspection of and repair, maintenance and renewal of the refuse collection area and loading and unloading bays of Site F at Basement Floor and Ground Floor and the equipment and facilities installed therein Provided that the Owners of Phase VI Hotel Accommodation shall bear 1.9% and the Owners of Phase VI Residential Development and Phase VI Service Apartment Accommodation shall bear 9.6% of the costs of repair and maintenance of the relevant areas and route in Site E PROVIDED FURTHER THAT the exercise of such right shall not cause any obstruction to the traffic in Site E.

Right over Site M

7. The right of way for the Owners of Phase VI, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials over such parts of Site M along such route as to be designated or re-designated by the Owners of Site M for the purposes of access and egress to and from and the inspection of and repair, maintenance and renewal of the refuse collection area and loading and unloading bays of Site F at Ground Floor and the equipment and facilities installed therein Provided that the Owners of Phase VI Hotel Accommodation shall bear 3.8% and the Owners of Phase VI Residential Development and Phase VI Service Apartment Accommodation shall bear 9.4% of the costs of repair and maintenance of the relevant areas and route in Site M PROVIDED FURTHER THAT the exercise of such right shall not cause any obstruction to the traffic in Site M.

Rights in respect of
Communication Network

8. (a) The right for the Owner of the Communication Network Facilities and Areas and all others authorised by it to connect to the distribution boards on each floor of a Tower the aerial, satellite reception

Facilities and Areas

and all infrastructure and facilities capable of conveying all telecommunication traffic including, but not limited to voice, internet, broadband and any other data communications installed within the Communication Network Facilities and Areas.

(b) The right for the Owner of the Communication Network Facilities and Areas and all others authorised by it at all reasonable times and subject to prior reasonable notice (save in the case of emergency) with contractors, servants, agents, workmen or other persons authorised to enter into and upon any part of the Common Areas of Phase VI with the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, removing or replacing all aerial or satellite reception equipment, cabling or other infrastructure and all infrastructure and facilities capable of conveying all telecommunication traffic including, but not limited to voice, internet, broadband and any other data communications within the Communication Network Facilities and Areas the persons carrying out such work doing so in a reasonable and responsible manner causing as little damage and disturbance to Phase VI as is reasonable and making good any damage caused and provided further that the exercise of such rights shall not interfere with or disturb the reasonable enjoyment by an Owner of the Unit which he owns.

Rights of Owners of Phase VI Hotel Accommodation

9. In respect of any flat roof forming part of the Common Areas of Phase VI, the right for the Owners of Phase VI Hotel Accommodation, their servants, agents, contractors and persons duly authorised at all reasonable times on prior reasonable notice to the Managers to enter upon such flat roof for operating the cleaning gondola serving Phase VI Hotel Accommodation for the purposes of cleaning and maintaining the external walls of Phase VI Hotel Accommodation Provided that in this respect the Owners of Phase VI Hotel Accommodation shall take out Third Party Liability insurance policy or policies in such amount as the Managers may reasonably require with a reputable insurance company or companies and pay all premiums required to keep such policies in force and shall indemnify the Managers against all losses, damages, claims, demands, costs and expenses which may be suffered, sustained or incurred by the Managers in connection with the exercise of the right under this sub-clause.

Rights of Owner of Phase VI Retained Areas

10. (a) The right for the Owner of the Phase VI Retained Areas and all others authorised by it to install and maintain gondola, cradles, tracks and associated structures and equipment at the Phase VI Retained Areas and to install and maintain tracks and associated structures in the Phase VI Hotel/Service Apartment/Residential Common Areas along the route as shown coloured light orange and zigzag in black on the plans annexed hereto for the purpose of cleaning, repairing and maintenance of the façade of Site E Provided That the Owner of the Phase VI Retained Areas shall at its own cost and expense be responsible for the repair and maintenance of the said gondola, cradles, tracks and associated structures

and equipment installed by it or others authorised by it.

(b) The right for the Owner of the Phase VI Retained Areas and all others authorised by it at all reasonable times upon prior appointment with the Managers (save in case of emergency) with contractors, servants, agents, workmen or other persons authorised to enter into and upon any part of the Phase VI Hotel/Service Apartment/Residential Common Areas with or without the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, removing or replacing the tracks and associated structures in the Phase VI Hotel/Service Apartment/Residential Common Areas mentioned in sub-clause (a) above for the purpose of operating the gondola stored at the Phase VI Retained Areas for cleaning, repairing and maintaining the façade of Site E Provided That the Owner of the Phase VI Retained Areas shall cause as little disturbance as is possible and shall make good any damage caused and shall indemnify the Managers and the Owners of Phase VI against all losses, damages, claims, demands, costs and expenses suffered, sustained or incurred by the Managers and/or the Owners of Phase VI in connection with the exercise of the right under this sub-clause.

THE SECOND SCHEDULE

PART II

EXCEPTIONS AND RESERVATIONS

Rights of other
Owners

1. Easements, rights and privileges set out in Part II of the Second Schedule of the Principal Deed.

Rights of Owners of Site
E and Site M

2. The right for the Owners of Site E and Site M of the Development to construct in their existing positions at the date of this Deed services and facilities (including but not limited to drainage, fire fighting and detection smoke extraction) serving Site E and Site M respectively only in, on or through such Common Areas of Phase VI and Phase VI Hotel Accommodation or, where necessary, to connect to any duct forming part of Phase VI and the right of access for the Owners of Site E and Site M (as the case may be) and their agents, contractors, workmen or servants over Phase VI with all necessary tools, plant, equipment and materials for the purpose of repairing, maintaining and renewing all such services and facilities Provided That prior to carrying out any works within Phase VI the Owners of Site E and Site M (as the case may be) shall obtain the prior written approval of the Owners of Phase VI such consent not to be unreasonably withheld or delayed and Provided Further that the persons carrying out such work shall do so in a reasonable and responsible manner causing as little damage and disturbance to Phase VI as is reasonable and shall make good any damage caused and provided further that the exercise of such rights shall not interfere with or disturb the reasonable enjoyment by an Owner of the Unit which he owns.

Rights of Owners of
Site E

3. (a) The right for the Owners of Site E to install and maintain communal aerial broadcast distribution system and telecommunication facilities and equipment, which serve Site E exclusively, in the Communication Network Facilities and Areas and associated facilities and equipment in, on or through the Common Areas of Phase VI together with the right of access for the Owners of Site E and their agents, contractors, workmen or servants over Phase VI with all necessary tools, materials, plant and equipment for the purpose of installing, repairing, maintaining and renewing all such communal aerial broadcast distribution system, telecommunication facilities and equipment and associated facilities and equipment Provided That the Owners of Site E shall obtain the prior approval of the Phase VI Owners Sub-Committee before carrying out any works at areas of Phase VI outside the Communication Network Facilities and Areas pursuant to this clause and the persons carrying out such work shall do so in a reasonable and responsible manner causing as little damage and disturbance to Phase VI as is reasonable and shall make good any

damage caused and Provided further that the exercise of such rights shall not interfere with or disturb the reasonable enjoyment by an Owner of the Unit which he owns.

(b) The right for the Owners of Site E to connect to and utilise the communal aerial broadcast distribution system forming part of the Common Services and Facilities of Phase VI and in connection with such purpose to install and maintain cables, optic fibres and associated wiring, equipment and facilities, which serve Site E exclusively, in, on or through such parts of the Common Areas of Phase VI to be designated by the Managers together with the right of access for the Owners of Site E and their agents, contractors, workmen or servants over Phase VI with all necessary tools, materials, plant and equipment for the purpose of installing, repairing, maintaining and renewing such cables, optic fibres and associated wiring Provided that the Owners of Site E shall contribute to the costs of repair and maintenance of the communal aerial broadcast distribution system in such reasonable proportion as the Managers shall reasonably determine.

(c) The right of way for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass over and through such area in Phase VI Hotel Accommodation along the route as shown coloured light indigo and long dash in black on plans annexed hereto for the purpose of gaining access to or egress from the Retail Development in Site E.

(d) The right for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through such parts of Phase VI Hotel Accommodation along the route as shown coloured light indigo and long dash in black on the First Floor Plan annexed to this Deed for the purposes of access and egress to and from and the inspection of and repair, maintenance and renewal of the pick-up and drop-off area of Site E at Podium Floor and the equipment and facilities installed therein.

(e) The right for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through the Common Areas of Phase VI for access to and from and to use the building management utilities forming part of the Common Services and Facilities of Phase VI for the purpose of cleaning, repairing and maintaining the façade of Site E Provided that the Owners of Site E shall pay a charge to the Managers for each usage of such building management utilities and the amount of such charge shall be reasonably determined by the Managers based on the maintenance costs and labour costs of such building management utilities

pro rata between the Owners of Phase VI and the Owners of Site E according to the frequency of usage by each Site and all such charge received shall be credited to the Capital Fund for Phase VI.

(f) The right of way for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass over the pedestrian corridors and passageways of Phase VI along the route as shown coloured light orange and stippled in black, and coloured light green and stippled in black on plans annexed hereto for the purposes of escape in an emergency.

Rights of Owners of Site M

4. (a) The right of way for the Owners of Site M, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass the pedestrian corridors and passageways of Phase VI along the route as shown coloured light orange and stippled in black, and coloured light green and stippled in black on plans annexed hereto for the purposes of escape in an emergency.

(b) The right for the Owners of Site M, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through any part of the Common Areas of Phase VI for the purpose of gaining access to or egress from the services of the Station situated in Phase VI so as to enable the Owners of Site M to repair and maintain such services of the Station on a 24-hour basis Provided That the Owners of Site M shall cause as little disturbance as is possible and shall make good any damage caused.

Rights of Managers

5. In respect of any flat roof forming part of a Unit, the right for the Managers, its servants, agents, contractors and persons duly authorised on prior reasonable notice to enter upon the flat roof for the purposes of operating the cleaning gondola stored on the upper roof(s) forming part of the Common Areas of Phase VI.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

- | | |
|----------------------------------|--|
| Not to partition | 1. Not to further partition any Phase VI Residential Unit, Phase VI Service Apartment or Phase VI Car Parking Space. |
| User | 2. (a) Not to use or permit or suffer to be used any Phase VI Residential Unit or Phase VI Service Apartment for any purpose whatsoever other than as permitted under the Government Grant.

(b) Not to use or permit or suffer to be used the Phase VI Hotel Accommodation or any part thereof for any purpose whatsoever other than as permitted under the Government Grant.

(c) Not to use or permit or suffer to be used any Phase VI Car Parking Space provided for Phase VI Residential Development according to the carpark layout plan for Phase VI approved by the Building Authority other than for the parking of one private motor vehicle registered in the name of the resident or Owner of a Phase VI Residential Unit or his bona fide visitors.

(d) Not to use or permit or suffer to be used any Phase VI Car Parking Space provided for Phase VI Service Apartment Accommodation according to the carpark layout plan for Phase VI approved by the Building Authority other than for the parking of one private motor vehicle registered in the name of the occupier of a Phase VI Service Apartment or his bona fide visitors. |
| Flat Roofs | 3. Not to erect, affix, place or cause, permit, suffer or allow to be erected, affixed or placed any structure, partition, fence or enclosure whether of a permanent or temporary nature on any flat roof forming part of a Unit. |
| Not to alter external appearance | 4. Not to use or permit or suffer to be used any portion of any Unit or the roofs or flat-roofs (if any) held and enjoyed therewith in any way so as to alter the external appearance of any part of the buildings of the Land and the Development. |
| Not to cause nuisance | 5. Not to use or permit or suffer to be used any portion of any Unit or the roofs or flat-roofs (if any) held and enjoyed therewith in any way so as to cause nuisance or annoyance to the other Owners and occupiers of the Land and the Development. |
| Not to exhibit signs | 6. Not to exhibit in or upon any Phase VI Residential Unit or Phase VI Service Apartment any name, writing, drawing, signboard, plate, |

advertisement or placard of any kind PROVIDED that this Clause shall not apply to the exhibition of the Owner's or occupier's name on a small nameplate outside the entrance door to a Phase VI Residential Unit or Phase VI Service Apartment giving the occupant's name.

Not to misuse
Lavatories

7. Not to use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development (including those within the Phase VI Residential Units or Phase VI Service Apartments) for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Managers on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.

Not to obstruct
Common Areas

8. (a) Not to use or cause or permit or suffer the use of any of the Common Areas of Phase VI for the purpose of drying laundry (except in the places specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants to use the same for loitering or eating.

(b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas of Phase VI and the Managers shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Managers shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Managers indemnified against all losses, claims damages or expenses of and against the Managers in respect thereof.

No erection of
Metal Grilles
and Shutters

9. (a) No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any Phase VI Residential Unit or Phase VI Service Apartment any metal grille which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and the design of any metal grille shall, prior to the installation thereof, first be submitted to the Managers for his approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

(b) No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Phase VI Residential Unit or Phase VI Service Apartment any metal grille or shutter or gate.

Not to obstruct
driveways

10. Not to park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as loading and unloading areas otherwise than in accordance with the House Rules from time to time made pursuant to Section F of this Deed or the Building Rules made pursuant to Section K of the Principal Deed.

THE FOURTH SCHEDULE

PHASE VI HOUSE RULES

1.
 - (a) The purpose of these House Rules is to help maintain and preserve the Development as a high quality residential/commercial estate. They are for the benefit of all Owners and residents, on whom (together with their tenants, licensees, guests, servants and agents) they are binding.
 - (b) The House Rules are supplementary to the Principal Deed of Mutual Covenant and Management Agreement in respect of Kowloon Inland Lot No.11080 and the Sub-Deed of Mutual Covenant and Management Agreement in respect of Site F of Kowloon Inland Lot No.11080, the terms of which will prevail in the event of any conflict.
 - (c) The Managers are empowered to enforce the Phase VI House Rules and, from time to time as necessary, to amend or revoke them or make new rules with the approval of the Phase VI Owners Sub-Committee (if in existence).
2.
 - (a) The movement and parking of vehicles within the Development is under the control of the Managers and all drivers must comply with directions given by the Development staff.
 - (b) The speed limit on the Development is 20 kph.
3.
 - (a) No vehicle of any description, whether belonging to a resident or otherwise, may park anywhere on the Development other than in one of the proper parking spaces provided for that purpose.
 - (b) Each resident may park his car(s) in his designated parking space(s) and must not use the car parking space of any other resident without his prior consent.
 - (c) Each car parking space may be used only for the parking of one private car; the carrying out of repairs and the storage of anything whatsoever is strictly prohibited.
 - (d) No lorries, commercial or goods vehicles may be parked in any car parking space (other than light vans or taxis belonging to an Owner or resident of the Development), except that delivery vehicles and such like visiting the Development on legitimate business may, as directed by the Managers, use spaces which are reserved for that purpose.
 - (e) Any vehicle parked in contravention of the above rules, may be impounded or removed by the Managers without prior warning. The Managers may also, without liability to its Owner, remove and dispose of any derelict vehicle which is an eyesore or otherwise causing nuisance to the residents, (notwithstanding that it has been left in a designated parking space). All cost and charges incurred or levied by the Managers shall be recoverable from the Owner of the vehicle impounded or removed.
4. Owners or residents (other than in exceptional circumstances and subject to the prior written consent of the Managers) are not permitted to make any structural alterations or additions or paint the outside of their

Unit, alter the exterior window glass, alter or remove the railings or balustrades on any flat roof or generally do anything that might alter or affect the external appearance of the Units or any other buildings on the Development.

5. The following matters require the prior written consent of the Managers, which may be granted, withheld, or granted subject to conditions at their absolute discretion, and work must not commence unless and until such consent has been obtained :-

(a) the installation of air-conditioners and any similar or related plant or equipment (other than the usual domestic package-type units in the apertures provided in the Phase VI Residential Units or Phase VI Service Apartments), subject to the Managers' right to require such subsequent modifications (or complete removal) as they may deem necessary including, without limitation, the taking of measures to avoid condensation dripping on the premises below;

(b) the installation and/or use of window guard.

6. No sign or advertisement of any kind may be exhibited on or at any window or other part of the Phase VI Residential Units or Phase VI Service Apartments.

7. No washing may be hung on or anything projected from or out of any flat roof or window of the Phase VI Residential Units or Phase VI Service Apartments or any other buildings on the Development.

8. Each resident is required to keep his Unit in a good state of preservation and cleanliness and is responsible for ensuring that no dirt, garbage, waste or other matter is dropped, swept or thrown outside onto the Common Areas, or the premises of any other resident.

9. Garbage and refuse from each Unit shall be removed and handled in such manner as the Managers may direct.

10. Water closets and other water apparatus within the Development (including those in the Phase VI Residential Units and Phase VI Service Apartments) must not be used for any purpose other than that for which they are intended and no sweepings, rubbish, rags or any other article should be thrown into them. The cost of clearing any blockage and/or making good any breakage or damage resulting from their misuse will be charged to the person responsible or to the resident of the Unit in which the problem originated.

11. Residents must not play or operate any musical instrument, radio, television, recording equipment or such like, or cause or permit or suffer any noise to emanate from their apartment or townhouse to the disturbance or annoyance of other residents.

12. Residents must not do or cause or permit or suffer anything to be done in their Unit which may cause damage, become a nuisance or annoyance or otherwise interfere with the rights, comfort or convenience of any other resident.

13. The Phase VI Residential Units and Phase VI Service Apartments are to be used for residential purposes only and must not be used for or in connection with any business or for gambling or any illegal or immoral purpose.

14. Residents must not allow servants (or the children of any servants) to stay or loiter in the Common Areas or generally to be a nuisance or cause annoyance to any other resident.

15. No Owner shall bring or keep in any Unit any dogs, cats, pets, live poultry or other animals which may be the subject of reasonable complaint from the other Owners and all Owners must use the service lifts and not the passenger lifts for carrying any dogs, cats, pets, live poultry or other animals Provided That this provision shall not apply to guide dogs required for blind persons.

16. (a) Residents must not block or obstruct, or store or leave anything in the Common Areas.

(b) Baby carriages, bicycles, scooters, pedal cars, toys and such like should not be left unattended in any of the Common Areas.

(c) The Managers have the right to remove any offending article or obstruction without prior warning and without liability to its Owner.

17. The Managers are empowered to make, revoke and amend fit-out rules relating to the carrying out of work to any Unit and by-laws and regulations governing the use and enjoyment of the swimming pool and all other recreational facilities.

18. Residents are not permitted to utilise any employee of the Managers or any of the Development staff for their own private business or purposes.

19. Any consent or approval under these House Rules given by the Managers may be revoked at any time.

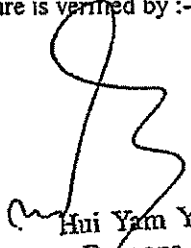
20. Any queries or complaints in regard to any matter concerning the Development should be made to the Managers, preferably in writing.

THE FIFTH SCHEUDLE

SCHEDULE OF WORKS AND INSTALLATIONS

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) slope structures;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations;
- (l) central air-conditioning and ventilation system;
- (m) artificial lighting and backup emergency systems for the internal staircases at podium.


SIGNED SEALED and DELIVERED)
by Linda Li Sau Lin)
Legal Adviser)
the lawful attorney of MTR Corporation Limited)
whose signature is verified by :-)


Hui Yam Yi
Deacons
Solicitor, Hong Kong SAR

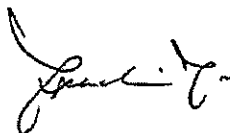
SIGNED SEALED and DELIVERED)
by the Purchaser (Holder of Hong Kong Identity)
Card No. in the presence of :-)


Wong Koon Ming
Deacons
Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED)
by Linda Li Sau Lin)
Legal Adviser)
the lawful attorney of MTR Corporation Limited)
in its capacity as Managers whose signature is)
verified by :-)

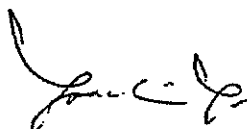

Hui Yam Yi
Deacons
Solicitor, Hong Kong SAR

SEALED with the Common Seal of Cheerlord)
Investment Ltd., the Hotel 1 Purchaser and)
SIGNED by)
Raymond KWOK Ping Luen, Director)
Mike WONG Chik Wing, Director)
as duly authorised by resolution of the board of)
directors in the presence of / whose signature(s))
is/are verified by:-)



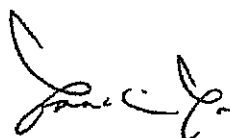
Tse Kar Lun
Solicitor, Hong Kong SAR
Sun Hung Kai Properties Limited

SEALED with the Common Seal of Best)
Winners Limited, the Hotel 2 and Site G Hotel)
Purchaser and SIGNED by)
Mike WONG Chik Wing, Director)
SITT Nam Hoi, Director)
as duly authorised by resolution of the board of)
directors in the presence of / whose signature(s))
is/are verified by:-)



Tse Kar Lun
Solicitor, Hong Kong SAR
Sun Hung Kai Properties Limited

SEALED with the Common Seal of City Lion)
Investment Limited, the Site G Office)
Accommodation Purchaser and SIGNED by)
Mike WONG Chik Wing, Director)
SITT Nam Hoi, Director)
as duly authorised by resolution of the board of)
directors in the presence of / whose signature(s))
is/are verified by:-)



Tse Kar Lun
Solicitor, Hong Kong SAR
Sun Hung Kai Properties Limited



