BETWEEN

- (1) FAIRBO INVESTMENT LIMITED (快寶投資有限公司) whose registered office is situate at 72nd 76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) [*] ("the First Purchaser" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) H-PRIVILEGE LIMITED (尊家管業有限公司) whose registered office is situate at 72nd 76th Floors, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("the DMC Manager") of the third part.

WHEREAS:-

- (A) This Sub-Deed is supplemental to the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.[*] ("the Principal Deed").
- (B) Prior to the Assignment hereinafter mentioned the First Owner was the registered owner and entitled to All Those 102,256 equal undivided 342,256th parts or shares of and in All That piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF KOWLOON INLAND LOT NO.3586 ("the Lot") and of and in the development erected thereon known as "Belgravia Place" ("the Estate") Together with the sole and exclusive right and privilege to hold use occupy the whole of Phase 2 of the Estate subject to and with the benefit of the Government Grant and the Principal Deed.
- (C) The First Owner has completed Phase 2 of the Estate and an Occupation Permit in respect thereof has been issued by the Building Authority.
- (D) For the purpose of sale, All Those 102,256/342,256th undivided parts or shares of and in the Lot allocated under the Principal Deed to Phase 2 of the Estate shall be suballocated to each of the Residential Units, Phase 2 Commercial Development, the Common Ares and Facilities in Phase 2 in manner set out in the First Schedule.
- (E) By an Assignment of even date but executed immediately prior to the execution of this Sub-Deed and made between the First Owner of the one part and the First Purchaser of the other part and for the consideration therein expressed, the First Owner assigned

unto the First Purchaser the First Purchaser's Unit subject to and together with the benefit of the Government Grant and the Principal Deed and in particular, the easements rights and privileges specified in the Second Schedule to the Principal Deed.

(F) The parties hereto have agreed to enter into this Sub-Deed in manner hereinafter appearing.

NOW THIS DEED WITNESSES as follows:

SECTION I

DEFINITIONS

1. In this Sub-Deed, the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

"Common Areas and Facilities In Phase 2" means collectively the Common Areas In Phase 2 and the Common Facilities In Phase 2.

"Common Areas In Phase 2" means the Estate Common Areas In Phase 2 and the Residential Common Areas In Phase 2, and in the event Units in the Phase 2 Commercial Development are disposed of individually, such Commercial Development common areas within Phase 2 as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Common Facilities In Phase 2" means collectively the Estate Common Facilities In Phase 2 and the Residential Common Facilities In Phase 2 and in the event Units in the Phase 2 Commercial Development are disposed of individually, such Commercial Development common facilities within Phase 2 as shall be defined in the relevant Sub-Deed(s) in respect of the Commercial Development.

"Covered Landscaped Areas" shall have the same meaning as defined in the Principal Deed, and includes the covered landscaped areas in the Residential Development within Phase 2, which are for the purpose of identification only shown and coloured green hatched black on the plan annexed to this Sub-Deed and marked Plan Nos.SDMC-004 and the accuracy of such plan is certified by or on behalf of the Authorized Person.

"<u>Estate Common Areas and Facilities In Phase 2</u>" means collectively the Estate Common Areas In Phase 2 and the Estate Common Facilities In Phase 2.

"Estate Common Areas In Phase 2" means those parts in Phase 2 intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are subject to the provisions of the Principal Deed and

this Sub-Deed and all subsisting rights and rights of way to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to:

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Phase 2 Commercial Development or the Residential Development in Phase 2;
- (b) such part(s) of the Slopes and Retaining Walls (if any) within Phase 2;
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Phase 2 Commercial Development or the Residential Common Areas In Phase 2;
- (d) the Yellow Hatched Black Areas;
- (e) all those areas in Phase 2 which for the purpose of identification only are shown and coloured yellow on the plans marked Plan Nos.SDMC-002 to SDMC-004 (both inclusive) and Plan Nos. SDMC-010 and SDMC-014 annexed to this Sub-Deed the accuracy of such plans is certified by or on behalf of the Authorized Person; and
- (f) such additional areas of and within Phase 2 as may at any time be designated as Estate Common Areas In Phase 2 by the First Owner in accordance with the provisions of the Principal Deed and this Sub-Deed.

BUT (for the avoidance of doubt) excluding the Residential Common Areas In Phase 2 and PROVIDED THAT, where appropriate, if (i) any parts of Phase 2 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance, or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas In Phase 2.

"Estate Common Facilities In Phase 2" means all those facilities in Phase 2 intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof which are subject to the provisions of the Principal Deed and this Sub-Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas In Phase 2 for security purposes, plant and machinery and other like installations, facilities or services of the Estate

situated within Phase 2, transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities situated within Phase 2 for the supply of electricity to the Estate and such additional devices and facilities of the Estate situated within Phase 2 serving the Estate as a whole as may at any time be designated as Estate Common Facilities In Phase 2 by the First Owner in accordance with the provisions of the Principal Deed and this Sub-Deed.

"<u>First Purchaser's Unit</u>" means all those []/342,256th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That [] Tower 2 of Phase 2] of the Estate.

"Greenery Areas in Phase 2" means those parts of the Greenery Areas in Phase 2 which are for the purpose of identification only shown and coloured green stippled black on the plan marked Plan No. SDMC-004 annexed to this Sub-Deed, and the accuracy of such plans is certified by or on behalf of the Authorized Person.

"Phase 2 Commercial Development" means those parts of the Commercial Development in Phase 2 for the time being and from time to time constructed or to be constructed for non-residential purposes in accordance with the Building Plans, including but not limited to:-

- (a) those parts in Phase 2 which for the purpose of identification only are shown and coloured red on the plans marked Plan Nos.SDMC-002 to SDMC-004 (both inclusive) annexed to this Sub-Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;
- (b) all those strips of the external walls of Phase 2 of the Estate with their respective locations for the purpose of identification only as shown and coloured red on the plans marked Plan Nos.SDMC-011 to SDMC-014 (both inclusive) annexed to this Sub-Deed together with the louvers thereon and any frames and/or other supporting structures (if any) erected or to be erected thereon or therein for the displaying or affixing of advertisements (whether illuminated or not and which may or may not extend/project beyond the boundaries of the Lot) or for such other purpose(s) as the First Owner or the Owner(s) thereof may deem fit from time to time;
- (c) the columns, beams, walls and partitions (whether load bearing or structural or not), floor slabs (and in the event the floor slab is separating the Phase 2 Commercial Development from other part or parts of Phase 2, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Phase 2 Commercial Development from other part or parts of Phase 2, the lower half of such ceiling slab) and other structural supports of and within the Phase 2

- Commercial Development BUT excluding the Estate Common Areas and Facilities In Phase 2 and the Residential Development In Phase 2; and
- (d) the inner half of any wall (other than the external walls of Phase 2) and partition (whether load bearing or structural or not) of or within the Phase 2 Commercial Development separating the Phase 2 Commercial Development or any part thereof from any other part(s) of Phase 2.

"Recreational Areas and Facilities" shall have the same meaning as defined in the Principal Deed. The Recreational Areas and Facilities situated within Phase 2 are for the for the purpose of identification only shown and coloured green cross-hatched black on the plan marked Plan Nos.SDMC-003 and SDMC-004 annexed to this Sub-Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person.

"Residential Common Areas and Facilities In Phase 2" means collectively the Residential Common Areas In Phase 2 and the Residential Common Facilities In Phase 2

"Residential Common Areas In Phase 2" means those parts of the Residential Development in Phase 2 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of this Sub-Deed and all subsisting rights and rights of way to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units which said parts include but not limited to:-

- (a) such areas within Phase 2 for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Phase 2 Commercial Development or the Estate Common Areas In Phase 2;
- (b) those parts of the Recreational Areas and Facilities in Phase 2;
- (c) those parts of the Covered Landscaped Areas in Phase 2;
- (d) the Greenery Areas In Phase 2;
- (e) the swimming pool which for the purpose of identification only is shown and marked "SWIMMING POOL 2" on the plan marked Plan No.SDMC-004 annexed to this Sub-Deed;
- (f) office(s) and/or counter(s), store(s), guard room(s) and lavatories for caretakers, watchmen and management staffs, if any, on the ground floor of the Estate;
- (g) those parts of the external walls of Phase 2 at and below the 2nd floor of Tower 2 of Phase 2 not forming part of the Phase 2 Commercial Development or the Estate Common Areas In Phase 2 (including the curtain walls and canopies thereof, if

any, architecture fins and features thereon) for the purpose of identification only as shown and coloured green on the plans marked Plan Nos.SDMC-011 to SDMC-014 (both inclusive) annexed to this Sub-Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person:

- (h) those parts of the external walls (including those of such parts of the external walls abutting the Estate Common Areas In Phase 2 above the main roof level) above the 2nd floor of Tower 2 in Phase 2 not forming part of the Residential Units in Phase 2 or the Estate Common Areas In Phase 2 including but not limited to:-
 - (1) the architecture fins and features thereon;
 - (2) the air-conditioning platforms (including the louvers and/or metal supporting frames thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose; and
 - (3) the curtain wall structures of the Tower 2 in Phase 2 including but not limited to the mullions and cladding (except (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit in Phase 2, which said openable parts and glass panels shall form parts of the relevant Residential Units in Phase 2). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of Tower 2 in Phase 2 that does not wholly enclose a Residential Unit in Phase 2 but extends across two or more Residential Units in Phase 2 shall form part of the Residential Common Areas In Phase 2;

BUT excluding

the glass balustrades, metal balustrades or railings of the balconies, utility platforms, areas for air-conditioner(s), private flat roofs or private roofs which form parts of the relevant Residential Units in Phase 2 and the aluminum grilles adjoining the false ceiling at the balconies and/or utility platforms held with and form part of the relevant Residential Units in Phase 2;

- (i) all those areas in Phase 2 for the purpose of identification only as shown and coloured green, green hatched black, green cross-hatched black and green stippled black on the plans marked Nos.SDMC-001 to SDMC-010 (both inclusive) annexed to this Sub-Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person; and
- (j) such additional areas of and within Phase 2 as may at any time be designated as Residential Common Areas In Phase 2 by the First Owner in accordance with the provisions of the Principal Deed and this Sub-Deed,

BUT (for the avoidance of doubt) excluding the Estate Common Areas In Phase 2 and PROVIDED THAT, where appropriate, if (i) any parts of the Residential Development in Phase 2 covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance, or (ii) any parts specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas In Phase 2.

"Residential Common Facilities In Phase 2" means all those facilities in Phase 2 intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of the Principal Deed and this Sub-Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to all lifts designated in the Residential Common Areas In Phase 2, wires, cables, ducts, pipes, pipe works (including but not limited to the soil and wastewater disposal and stormwater pipes), drains, CCTV and other facilities and equipment installed in the Residential Common Areas In Phase 2 for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities situated within Phase 2 and all mechanical and electrical installations and equipment situated within Phase 2 exclusively for the Residential Development and such additional devices and facilities of the Residential Development situated within Phase 2 serving the Residential Development as a whole as may at any time be designated as Residential Common Facilities In Phase 2 by the First Owner in accordance with the provisions of the Principal Deed and this Sub-Deed.

"<u>Unit</u>" shall have the same meaning as defined in the Principal Deed and for the avoidance of doubt, the Phase 2 Commercial Development is a Unit for the purpose of the Principal Deed and this Sub-Deed, but upon the disposal of specified parts of the Phase 2 Commercial Development, such specific parts shall be a Unit.

"Yellow Hatched Black Areas" means such parts of the external walls or part(s) of Phase 2 (including but not limited to the louvers and doors thereof or thereon) forming parts of the Estate Common Areas In Phase 2 and for the purpose of identification only shown and coloured yellow hatched black on the plan marked Plan No.SDMC-014 annexed to this Sub-Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person.

- 2. In this Sub-Deed, except otherwise defined or except where the context otherwise requires, words and expressions defined in the Principal Deed shall have the same meanings when used in this Sub-Deed.
- In case of any inconsistency or conflict between the provisions and covenants of the Principal Deed and the provisions and covenants of this Sub-Deed, the provisions and covenants of the Principal Deed shall prevail.

SECTION II

ALLOCATION OF UNDIVIDED SHARES AND GRANTS OF RIGHTS

- 4. The Undivided Shares referred to in Recital (D) shall be sub-allocated to each of the Residential Units in Phase 2, Phase 2 Commercial Development, the Common Areas and Facilities In Phase 2 in the manner set out in the First Schedule hereto.
- 5. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed have the sole and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser the Phase 2 save and except only the First Purchaser's Unit assigned to the First Purchaser as aforesaid Together with the appurtenances thereto and the entire rents and profits thereof and save and except the Common Areas and Facilities In Phase 2.
- 6. The First Purchaser shall at all times hereafter subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed have the sole and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Owner All That the First Purchaser's Unit Together with the appurtenances thereto and the entire rents and profits thereof.
- 7. Each of the Undivided Shares allocated to Phase 2 and the full and exclusive right and privilege to hold use, occupy and enjoy any part thereof and to receive rents and profits therefrom shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges and obligations contained herein and in the Principal Deed and this Sub-Deed.
- 8. There is excepted and reserved unto the First Owner all those exclusive and other rights, privileges and discretions excepted, reserved and/or granted to the First Owner in the Principal Deed to the intent that only the First Owner, subject to the Government Grant, the Principal Deed and this Sub-Deed, shall be entitled to exercise any of such rights, privileges and discretions.

SECTION III

MANAGEMENT UNITS

9. For the purpose of determining the contributions to be made by the Owners of Phase 2 towards the Management Charges, the total number of the Management Units specified under Phase 2 of the Fourth Schedule to the Principal Deed shall be sub-allocated to various parts in Phase 2 in the manner set out in the Second Schedule hereto.

SECTION IV

MANAGEMENT OF THE COMMON AREAS AND FACILITIES IN PHASE 2

10. The Common Areas and Facilities In Phase 2, namely the Estate Common Areas and Facilities In Phase 2 are respectively designated under this Sub-Deed and each of them forms part of the Common Areas and Facilities under and pursuant to the Principal Deed. For the avoidance of doubt, it is expressly agreed and declared that the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management and maintenance of the Common Areas and Facilities In Phase 2 or any part thereof, and without prejudice to the generality of the foregoing shall have all the powers set out in the Principal Deed (including but not limited to the powers and authorities as set out in Clause 37 of the Principal Deed) in relation to the Common Areas and Facilities in Phase 2.

SECTION V

COVENANTS, PROVISIONS AND RESTRICTIONS

11. Each Undivided Share and the full and exclusive right and privilege to hold, use occupy and enjoy a Unit or any part of the Estate and to receive rents and profits thereform shall be held by the Owner or Owners from time to time entitled thereto subject to and with the benefit of the easements rights and privileges provided in the Second Schedule to the Principal Deed and express covenants and provisions contained in this Sub-Deed or other Sub-Deed(s).

SECTION VI

MISCELLANEOUS

- 12. For the avoidance of doubt, the First Owner shall observe and comply with Clause 73(b) of the Principal Deed in relation to the assignment of the Undivided Shares relating to the Common Areas and Facilities In Phase 2 to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant, the Principal Deed and this Sub-Deed.
- 13. All the covenants provisions terms stipulations and agreements, and in particular the powers of the Manager in the Principal Deed shall in so far as the same are not inconsistent with the covenants and provisions herein contained apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full.
- 14. No provisions in this Sub-Deed shall conflict with or be in breach of the Government Grant and the Principal Deed and nothing herein shall prejudice in any way the application or operation of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof and to the extent that any provisions contained herein shall be in conflict with or overrule the Ordinance and the Schedules thereto and any amendment or amendments thereto or any substitutions thereof, the Ordinance and the Schedules thereto shall prevail.
- 15. Without prejudice but in addition to Clause 68(a) of the Principal Deed, the First Owner shall at its own cost provide a direct translation in Chinese of this Sub-Deed and deposit a copy of this Sub-Deed and the Chinese translation thereof in the management office within one month from the date of this Sub-Deed. Copies of this Sub-Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Estate. A copy of this Sub-Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of any dispute as to the effect of the Chinese translation and the English version of this Sub-Deed, the English version shall prevail.
- 16. Without prejudice but in addition to Clause 69 of the Principal Deed, the First Owner shall prepare or cause to be prepared a set of plans showing the Common Areas and Facilities In Phase 2 which plans are now annexed to this Sub-Deed. The accuracy of such plans shall be certified by or on behalf of an Authorised Person. A copy of such plans shall be kept at the management office and may be inspected by the Owners during normal office hours free of costs and charges.
- 17. The Non-enclosed Areas in Phase 2 forming part of the Non-enclosed Areas as defined under the Principal Deed include, for the avoidance of doubt, a balcony which forms part of a Residential Unit in Phase 2 (including any areas for air-conditioner(s) thereon) and the covered areas underneath the balconies including the covered areas underneath

the lowest balconies, and a combined balcony and utility platform which forms part of a Residential Unit in Phase 2 (including any areas for air-conditioner(s) thereon) and the covered areas underneath the combined balconies and utility platforms including the covered areas underneath the lowest combined balconies and utility platforms. The respective locations of such balconies (including any areas for air-conditioner(s) thereon) and combined balconies and utility platforms (including any areas for air-conditioner(s) thereon) designated as the Non-enclosed Area under the Principal Deed and forming part of the Residential Units in Phase 2 are shown and marked "BAL." and "BAL. & UP." And "A/C") on the plans marked Plan Nos. SDMC-006 to SDMC-008 (both inclusive) annexed to this Sub-Deed, and the accuracy of such plan is certified by or on behalf of the Authorized Person. Clause 76 of the Principal Deed shall apply to the Non-enclosed Areas in Phase 2.

- 18. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the applicable Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause the other Occupiers of his Open Kitchen Unit to observe and comply with the same. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit in Phase 2 shall observe and comply with the following provisions:-
 - (i) not to alter, tamper, remove or obstruct (1) the smoke detector(s) provided inside his Open Kitchen Unit; (2) the smoke detector(s) installed at the common lobby outside his Open Kitchen Unit; (3) the sprinkler head(s) provided at the ceiling immediately above the open kitchen; and (4) the other fire services installations / measures or fire safety provisions provided inside or outside his Open Kitchen Unit as specified in the Fire Safety Management Plan for Phase 2, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
 - (ii) not to remove, alter or tamper the 600mm (W) half hour fire rated wall (if any) and the full height wall (if any) having an FRR of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30), adjacent to the flat exit door in his Open Kitchen Unit, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;

- (iii) to allow the fire services installations / measures or fire safety provisions mentioned in Sub-clause (a)(i) above to be subject to annual inspection conducted by the registered fire services installation contractor(s) ("RFSIC") engaged by the Manager;
- (iv) to maintain and keep the fire services installations / measures or fire safety provisions specified in the Fire Safety Management Plan for Phase 2 and installed in his Open Kitchen Unit in good order and working condition; and
- (v) to allow access for the RFSIC engaged by the Manager to carry out annual inspection, check and maintenance of the fire services installations / measures or fire safety provisions, and to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall allow such access for the RFSIC and agree to observe and comply with the provisions contained in this Sub-Deed relating to and/or applicable to Open Kitchen Units.
- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, inspection and check, staff training, including the course of action to be carried out by building management staff / security officer / security guard, fire action and fire prevention and conduct annual fire drill as set out in the applicable Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ RFSIC, and the RFSIC shall be responsible for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works and appropriate procedures in respect of the fire services installations / measures or fire safety provisions (including but not limited to those mentioned in Sub-clauses (a)(i) and (a)(ii) above) as specified in and in accordance with the applicable Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department. For the avoidance of doubt, repair and maintenance of the fire services installations / measures or fire safety provisions of and within an Open Kitchen Unit shall be wholly under the responsibility of the Owner of such Open Kitchen Unit.
- (c) The Manager and the RFSIC shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to

- carry out check, inspection, testing or maintenance of the fire services installations/ measures or fire safety provisions therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above.
- (d) The First Owner shall deposit a copy of the Fire Safety Management Plan for Phase 2 in the management office of the Estate within one month of the date of this Sub-Deed for reference by all Owners and the Manager.
- (e) The Owner of an Open Kitchen Unit shall allow the RFSIC engaged by the Manager to reinstall (at the cost of the Owner of that Open Kitchen Unit) the smoke detector(s) inside his Open Kitchen Unit after a fire alarm conducted by the RFSIC.
- (f) The Manager shall, after the completion of Phase 2 and the execution of this Sub-Deed, prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan for Phase 1 and the Fire Safety Management Plan for Phase 2 (if any) as a whole and the fire services system serving the Open Kitchen Units exclusively. The Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. For the avoidance of doubt, the Owner of an Open Kitchen Unit in Phase 2 shall not be required to make any such contribution(s) to the said budgeted expenses for the period prior to the issuance of the Occupation Permit in respect of Phase 2 and execution of this Sub-Deed.
- 19. (a) Any repair, maintenance and replacement to the waterproofing layer on such part of the flat roofs ("Relevant Commercial Development Flat Roof") on the 1st floor within Phase 2 forming part of the Phase 2 Commercial Development or any Unit thereof shall be carried out by the Manager at the cost and expense of the Owner(s) thereof.
 - (b) In the event that (i) any waterproofing layer of the Relevant Commercial Development Flat Roof extends beyond such Relevant Commercial Development Flat Roof, or (ii) any waterproofing layer of a flat roof on the 1st floor within Phase 2 forming part of the Residential Common Areas and Facilities extends beyond such part of the Residential Common Areas and Facilities, or (iii) any waterproofing layer of a flat roof on the 1st floor within Phase 2 forming part of the Estate Common Areas and Facilities extends beyond such part of the Estate Common Areas and Facilities (for the locations of the waterproofing layer as

described above, each a "Shared Part" and any two or more of them as the "Shared Parts"), the costs and expenses of such repair, maintenance and replacement shall be apportioned in proportion to the gross floor area of each of such Shared Parts and be borne and paid:-

- (i) in case of the Shared Part being the Relevant Commercial Development Flat Roof, by the Owner(s) thereof, or in the event of its designation as a part of the Commercial Development common areas under the relevant Sub-Deed(s), by the Manager out of the account of the Commercial Management Budget;
- (ii) in case of the Shared Part being a part of the Residential Common Areas and Facilities, by the Manager out of the account of the Residential Management Budget; and
- (iii) in case of the Shared Part being a part of the Estate Common Areas and Facilities, by the Manager out of the account of the Estate Management Budget.
- 20. In addition to the above easements, rights and privileges, the Owner(s) for the time being of the Commercial Development or any part thereof, his lessees, tenants, servants, agents, lawful occupants, licensees (in common with all persons having the like right) shall have the full right and liberty subject to payment of his due proportion of all payments payable pursuant to the Principal Deed, this Sub-Deed or any Sub-Deed (if any) (but subject always to the provisions of the Government Grant, the Principal Deed, this Sub-Deed, the relevant Sub-Deed(s) (if any), the Estate Rules and the rights of the Manager and the First Owner as provided in the Principal Deed, this Sub-Deed or any Sub-Deed):-
 - (a) to go pass or repass on foot or otherwise with or without contractors, agents, workers and other persons authorised by such Owner(s) and with or without all necessary equipment, plant, materials, machinery and trolleys, from time to time and at all reasonable times upon prior notice (except in the case of emergency) over and along and to use such part(s) on the 1st floor forming parts of the Residential Common Areas and Facilities In Phase 2 under the direction of the Manager for the purpose of gaining access to and from the flat roofs and/or the air-conditioners and related installations of the Commercial Development on the 1st floor for the purpose of rebuilding, repairing, renewing, replacing, cleansing, painting, decorating, inspecting, examining or maintaining such flat roofs and/or the air-conditioners and related installations of the Commercial Development or any part(s) thereof or any apparatus or equipment installed or placed thereon; and

(b) to paint or decorate the exterior surface and façade (but not any other part) of the Yellow Hatched Black Areas, subject to the Manager's prior written approval on the specification, design, colour and material thereof and subject further to an obligation (i) to maintain, repair and reinstate such exterior surface and façade at his own cost and expense to the satisfaction of the Manager (ii) to indemnify all Owners for all loss and damage resulting from his exercising of the right under this sub-clause Provided That nothing shall be done which may cause damage to, or in any way obstruct, impede or adversely affect the function(s) and/or functioning of, the Yellow Hatched Black Areas or any part thereof (including but not limited to the louvers and doors thereon or thereat) Provided That in exercising such right of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services.

For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Lot or the Estate other than their own Units save as expressly herein provided.

IN WITNESS whereof the parties hereto have duly executed this Sub-Deed the day and year first above written.

FIRST SCHEDULE

SUB-ALLOCATION OF UNDIVIDED SHARES

(I) Phase 2

(A) Residential Units

Tower 2	No. of Residential Unit(s)	No. of Undivided Shares per Residential Unit	Total No. of Undivided Shares
Flat 1 on 2/F with Flat Roof	1	427	427
Flat 2 on 2/F with Flat Roof	1	465	465
Flat 3 on 2/F with Flat Roof	1	416	416
Flat 5 on 2/F with Flat Roof	1	328	328
Flat 6 on 2/F with Flat Roof	1	221	221
Flat 7 on 2/F with Flat Roof	1	212	212
Flat 8 on 2/F with Flat Roof	1	304	304
Flat 9 on 2/F with Flat Roof	1	299	299
Flat 10 on 2/F with Flat Roof	1	316	316
Flat 11 on 2/F with Flat Roof	1	253	253
Flat 1 on 3/F to 16/F with BAL & UP	11	442	4862
Flat 2 on 3/F to 16/F with BAL & UP	11	481	5291
Flat 3 on 3/F to 16/F with BAL & UP	11	442	4862
Flat 5 on 3/F to 16/F with BAL & UP	11	356	3916
Flat 6 on 3/F to 16/F with BAL & UP	11	251	2761
Flat 7 on 3/F to 16/F with BAL & UP	11	242	2662
Flat 8 on 3/F to 16/F with BAL & UP	11	325	3575
Flat 9 on 3/F to 16/F with BAL & UP	11	327	3597
Flat 10 on 3/F to 16/F with BAL & UP	11	336	3696
Flat 11 on 3/F to 16/F with BAL & UP	11	278	3058
Flat 1 on 17/F to 29/F with BAL & UP	12	442	5304
Flat 2 on $17/F$ to $29/F$ with BAL & UP	12	481	5772
Flat 3 on 17/F to 29/F with BAL & UP	12	441	5292
Flat 5 on 17/F to 29/F with BAL & UP	12	357	4284
Flat 6 on 17/F to 29/F with BAL & UP	12	250	3000
Flat 7 on 17/F to 29/F with BAL & UP	12	242	2904
Flat 8 on 17/F to 29/F with BAL & UP	12	326	3912
Flat 9 on 17/F to 29/F with BAL & UP	12	327	3924
Flat 10 on 17/F to 29/F with BAL & UP	12	337	4044
Flat 11 on 17/F to 29/F with BAL & UP	12	277	3324
Flat 1 on 30/F with FLAT ROOF	1	804	804
Flat 2 on 30/F with BAL & UP	1	356	356
Flat 3 on 30/F with BAL & UP	1	250	250
Flat 5 on 30/F with BAL & UP	1	242	242
Flat 6 on 30/F with BAL & UP	1	326	326
Flat 7 on 30/F with BAL & UP AND ROOF	1	342	342
Flat 8 on 30/F with BAL & UP	1	337	337
Flat 9 on 30/F with BAL & UP	1	277	277

86215

Sub-total of (A):

(B) Phase 2 Commercial Development Sub-total of (B): 12083

Common Areas and Facilities In

(C) Phase 2 Sub-total of (C): <u>3958</u>

Total = (A)+(B)+(C): 102256

$\underline{\text{Notes}}$

- (1) BAL = Balcony
- (2) UP = Utility Platform

In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.

SECOND SCHEDULE

SUB-ALLOCATION OF MANAGEMENT UNITS

(I) Phase 2

(A) Residential Units

	No. of	No. of Management	Total No. of
	<u>Residential</u>	<u>Units per</u>	<u>Management</u>
Tower 2	$\underline{\text{Unit(s)}}$	Residential Unit	$\underline{\mathbf{Units}}$
Flat 1 on 2/F with Flat Roof	1	427	427
Flat 2 on 2/F with Flat Roof	1	465	465
Flat 3 on 2/F with Flat Roof	1	416	416
Flat 5 on 2/F with Flat Roof	1	328	328
Flat 6 on 2/F with Flat Roof	1	221	221
Flat 7 on 2/F with Flat Roof	1	212	212
Flat 8 on 2/F with Flat Roof	1	304	304
Flat 9 on 2/F with Flat Roof	1	299	299
Flat 10 on 2/F with Flat Roof	1	316	316
Flat 11 on 2/F with Flat Roof	1	253	253
Flat 1 on 3/F to 16/F with BAL & UP	11	442	4862
Flat 2 on 3/F to 16/F with BAL & UP	11	481	5291
Flat 3 on 3/F to 16/F with BAL & UP	11	442	4862
Flat 5 on 3/F to 16/F with BAL & UP	11	356	3916
Flat 6 on 3/F to 16/F with BAL & UP	11	251	2761
Flat 7 on 3/F to 16/F with BAL & UP	11	242	2662
Flat 8 on 3/F to 16/F with BAL & UP	11	325	3575
Flat 9 on 3/F to 16/F with BAL & UP	11	327	3597
Flat 10 on 3/F to 16/F with BAL & UP	11	336	3696
Flat 11 on 3/F to 16/F with BAL & UP	11	278	3058
Flat 1 on 17/F to 29/F with BAL & UP	12	442	5304
Flat 2 on 17/F to 29/F with BAL & UP	12	481	5772
Flat 3 on 17/F to 29/F with BAL & UP	12	441	5292
Flat 5 on 17/F to 29/F with BAL & UP	12	357	4284
Flat 6 on 17/F to 29/F with BAL & UP	12	250	3000
Flat 7 on 17/F to 29/F with BAL & UP	12	242	2904
Flat 8 on 17/F to 29/F with BAL & UP	12	326	3912
Flat 9 on 17/F to 29/F with BAL & UP	12	327	3924
Flat 10 on 17/F to 29/F with BAL & UP	12	337	4044
Flat 11 on 17/F to 29/F with BAL & UP	12	277	3324
Flat 1 on 30/F with FLAT ROOF	1	804	804
Flat 2 on 30/F with BAL & UP	1	356	356
Flat 3 on 30/F with BAL & UP	1	250	250
Flat 5 on 30/F with BAL & UP	1	242	242
Flat 6 on 30/F with BAL & UP	1	326	326
Flat 7 on 30/F with BAL & UP AND ROOF	1	342	342
Flat 8 on 30/F with BAL & UP	1	337	337
Flat 9 on 30/F with BAL & UP	1	277	277

Sub-total of (A):

86215

(B) Phase 2 Commercial Development

Sub-total of (B): 12083

98298

Sub Total =

(A)+(B):

 $\underline{\text{Notes}}$

 $\overline{(1)}$ BAL = Balcony

(2) UP = Utility Platform

In the numbering of floors, 4/F, 13/F, 14/F and 24/F are omitted.

SEALED with the Common Seal of)
FARIBO INVESTMENT LIMITED in the)
presence of and SIGNED by)
)
director(s)/person(s) duly authorized by its)
Board of Directors whose signature(s))
is/are verified by :-)

Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED by)
the First Purchaser (who having been)
previously identified by identification)
document(s) as specified above) in the)
presence of :-)

Solicitor, Hong Kong SAR

 $\label{eq:interpret} \mbox{INTERPRETED} \ \ \mbox{to the First Purchaser}$ by :-

SEALED with the Common Seal of the)
)
DMC Manager in the presence of and)
)
SIGNED by)
)
)
)
director(s)/person(s) duly authorized by its)
)
Board of Directors whose signature(s))
)
is/are verified by:-)

Solicitor, Hong Kong SAR

FAIRBO INVESTMENT LIMITED

(快寶投資有限公司)

and

[*]

and

H-PRIVILEGE LIMITED

(尊家管業有限公司)

SUB-DEED OF MUTUAL COVENANT In respect of "PHASE 2 OF BELGRAVIA PLACE"

LOAND LO SOLICITORS &c. HONG KONG

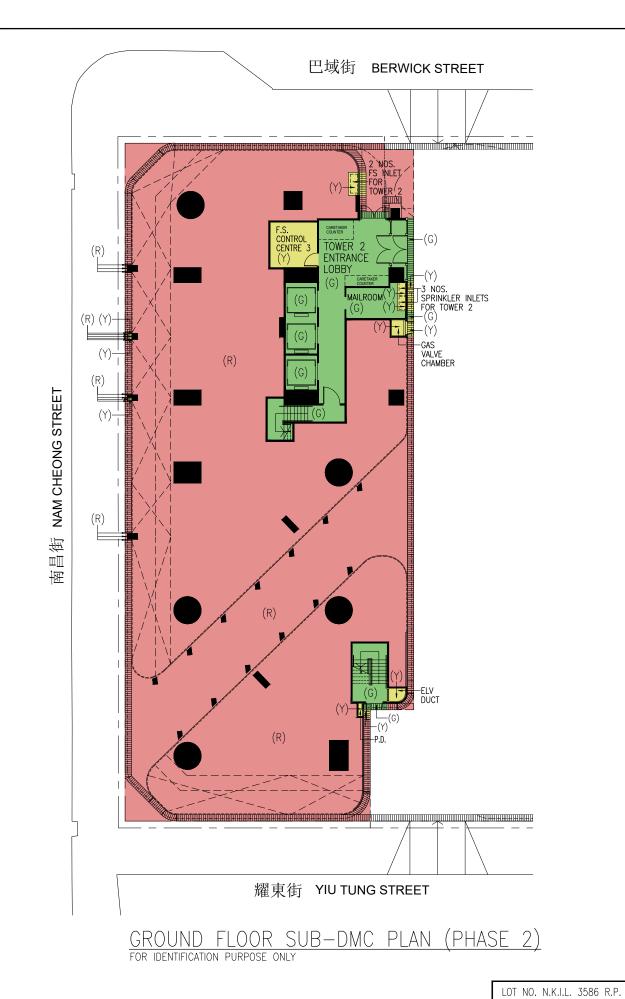
Our ref : KMH:RL:MV:135163
Counter ref : Nil
Filename : \hpsvrf\solicoffice\matter\135\135163\sub-dmc\bp_sub-dmc_draft to client_2025 0213 (clean).doc



KAN CHO YAU KENNETH
Authorized Person (Architect) DATE:

SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY

PLAN NO. SDMC-001 NOT TO SCALE



8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.

PLAN NO. SDMC-002
NOT TO SCALE

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN

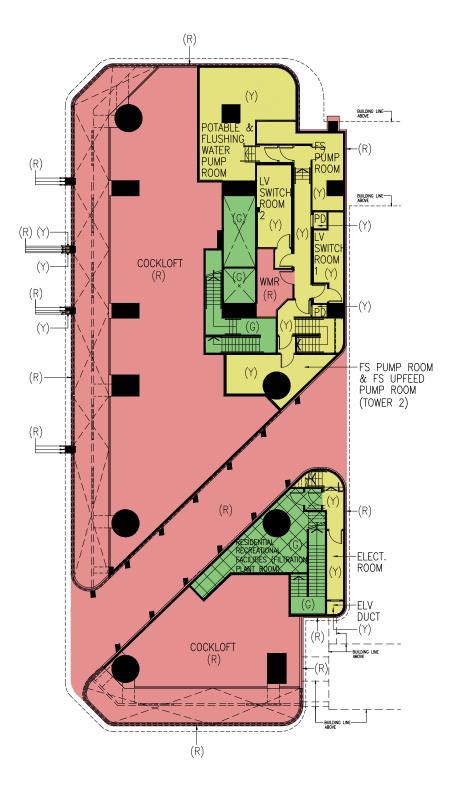
KAN CHO YAU KENNETH
Authorized Person (Architect) DATE:

<u>LEGEND</u>

(Y) ESTATE COMMON AREAS IN PHASE 2

PHASE 2 COMMERCIAL DEVELOPMENT

RESIDENTIAL COMMON AREAS IN PHASE 2



COCKLOFT FLOOR SUB-DMC PLAN (PHASE 2) FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.

PLAN NO. SDMC-003
NOT TO SCALE

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN

KAN CHO YAU KENNETH
Authorized Person (Architect) DATE:

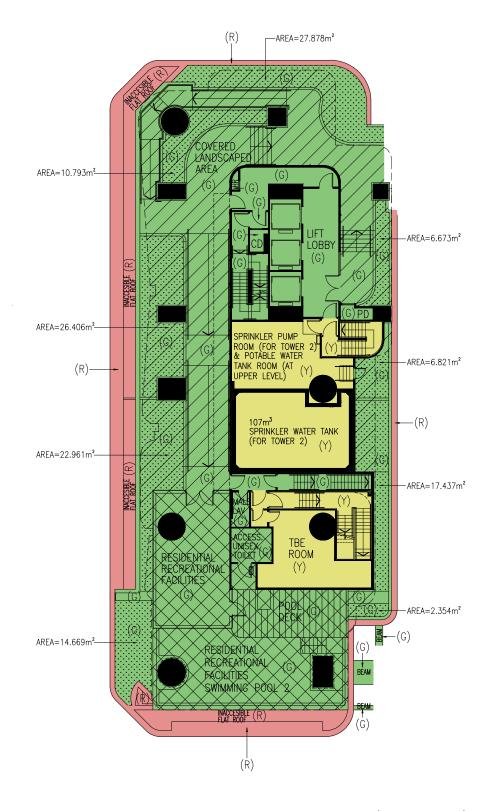
<u>LEGEND</u>

(Y) ESTATE COMMON AREAS IN PHASE 2

(R) PHASE 2 COMMERCIAL DEVELOPMENT

RESIDENTIAL COMMON AREAS IN PHASE 2

RESIDENTIAL COMMON AREAS IN PHASE 2 (RECREATIONAL AREAS AND FACILITIES IN PHASE 2)



1st FLOOR SUB-DMC PLAN (PHASE 2)

FOR IDENTIFICATION PURPOSE ONLY

LEGEND

(Y) ESTATE COMMON AREAS IN PHASE 2

(R) PHASE 2 COMMERCIAL DEVELOPMENT

RESIDENTIAL COMMON AREAS IN PHASE 2

RESIDENTIAL COMMON AREAS IN PHASE 2 (COVERED LANDSCAPED AREAS IN PHASE 2)

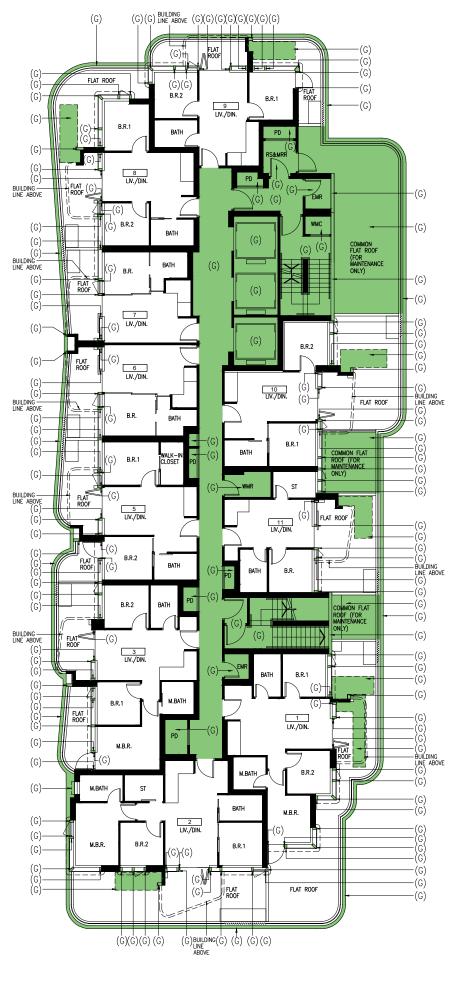
RESIDENTIAL COMMON AREAS IN PHASE 2 (RECREATIONAL AREAS AND FACILITIES IN

RESIDENTIAL COMMON AREAS IN PHASE 2 (GREENERY AREAS IN PHASE 2)

> 8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P. I HEREBY CERTIFY THE ACCURACY OF THIS PLAN PLAN NO. SDMC-004 NOT TO SCALE SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY KAN CHO YAU KENNETH Authorized Person (Architect) DATE :





TOWER 2

2nd FLOOR SUB-DMC PLAN (PHASE 2)
FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
THE ACCURACY OF THIS PLAN

FOR IDENTIFICATION PURPOSE ONLY

KAN CHO YAU KENNETH
Authorized Person (Architect) DATE:



RESIDENTIAL COMMON AREAS IN PHASE 2



PHASE 2 – AREA FOR AIR-CONDITIONER(S)

8 MAY 2025 **DRAFT**

(4th, 13th, 14th FLOORS ARE OMITTED) FOR IDENTIFICATION PURPOSE ONLY

3rd-16th FLOOR SUB-DMC PLAN (PHASE 2)

TOWER 2

LOT NO. N.K.I.L. 3586 R.P.

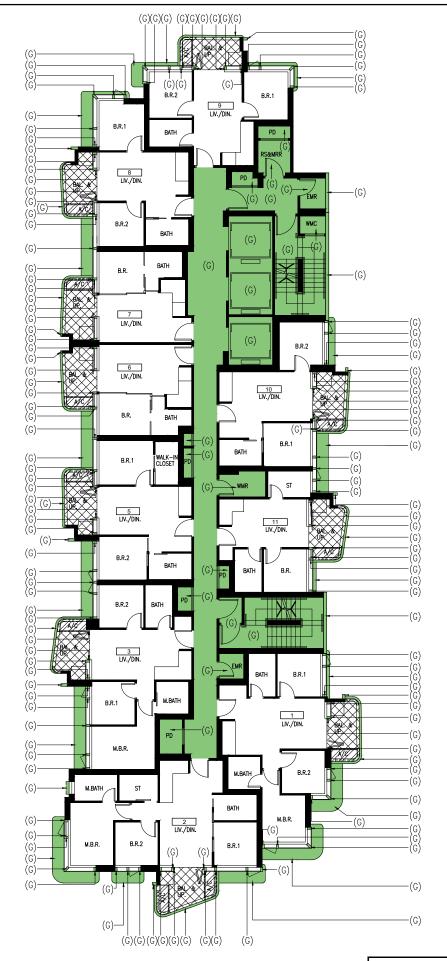
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

PLAN NO. SDMC-006 NOT TO SCALE

SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY

KAN CHO YAU KENNETH

Authorized Person (Architect) DATE :



(G) RESIDENTIAL COMMON AREAS IN PHASE 2



PHASE 2 – AREA FOR AIR-CONDITIONER(S)

TOWER 2 17th-29th FLOOR SUB-DMC PLAN (PHASE 2)

(24th FLOOR ARE OMITTED) FOR IDENTIFICATION PURPOSE ONLY

LOT NO. N.K.I.L. 3586 R.P.

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN

8 MAY 2025

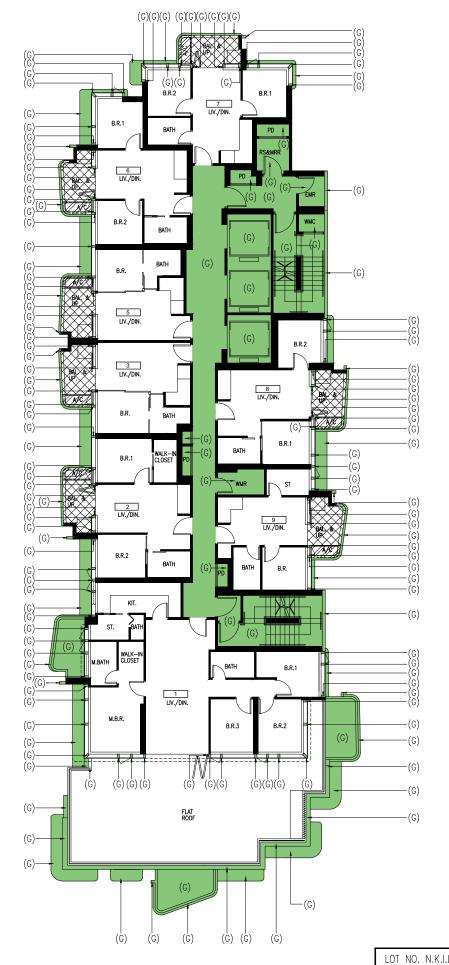
DRAFT

PLAN NO. SDMC-007 NOT TO SCALE

SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY

KAN CHO YAU KENNETH

Authorized Person (Architect) DATE :



LEGEND

(G) RESIDENTIAL COMMON AREAS IN PHASE 2



PHASE 2 – AREA FOR AIR-CONDITIONER(S)

TOWER 2 30th FLOOR SUB-DMC PLAN (PHASE 2) FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN LOT NO. N.K.I.L. 3586 R.P.

PLAN NO. SDMC-008 NOT TO SCALE

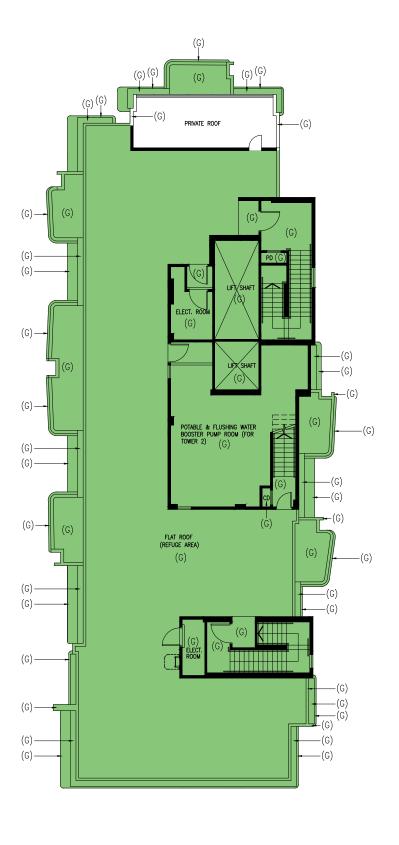
SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY

KAN CHO YAU KENNETH

Authorized Person (Architect) DATE :



(G) RESIDENTIAL COMMON AREAS IN PHASE 2



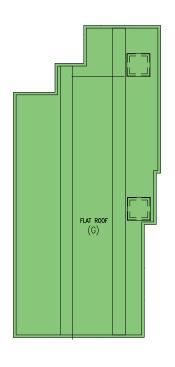
TOWER 2

MAIN ROOF SUB-DMC PLAN (PHASE 2)

FOR IDENTIFICATION PURPOSE ONLY

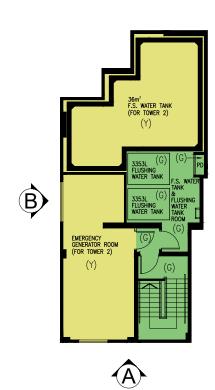
8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.		I HEREBY CERTIFY THE ACCURACY OF THIS PLAN
PLAN NO. SDMC-009	SUB-DMC PLAN	KAN CHO YAU KENNETH
NOT TO SCALE	FOR IDENTIFICATION PURPOSE ONLY	Authorized Person (Architect) DATE :



TOWER 2 — TOP ROOF SUB-DMC PLAN (PHASE 2)

FOR IDENTIFICATION PURPOSE ONLY

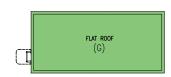


TOWER 2 —
WATER TANK & DUCT FLOOR
AT UPPER ROOF 2 SUB-DMC PLAN
(PHASE 2)
FOR IDENTIFICATION PURPOSE ONLY

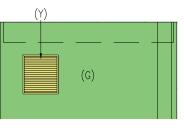


TOWER 2 - LIFT MACHINE ROOM AT UPPER ROOF 1 SUB-DMC PLAN

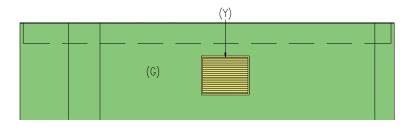
(PHASE 2)
FOR IDENTIFICATION PURPOSE ONLY



TOWER 2 —
TOP ROOF SUB-DMC PLAN
(PHASE 2)
FOR IDENTIFICATION PURPOSE ONLY



ELEVATION A
FOR IDENTIFICATION PURPOSE ONLY



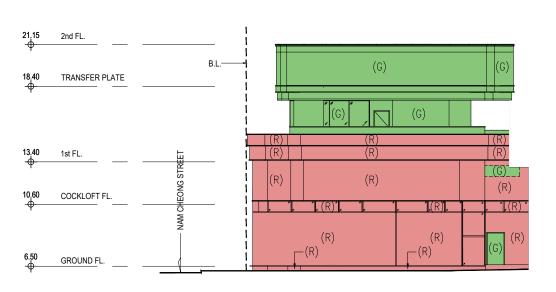
ELEVATION B
FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.		I HEREBY CERTIFY THE ACCURACY OF THIS PLAN
PLAN NO. SDMC-010 NOT TO SCALE	SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY	KAN CHO YAU KENNETH Authorized Person (Architect) DATE :

(R) PHASE 2 COMMERCIAL DEVELOPMENT

(G) RESIDENTIAL COMMON AREAS IN PHASE 2



ELEVATION 1 (PHASE 2)(FACING YIU TUNG STREET)
FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN

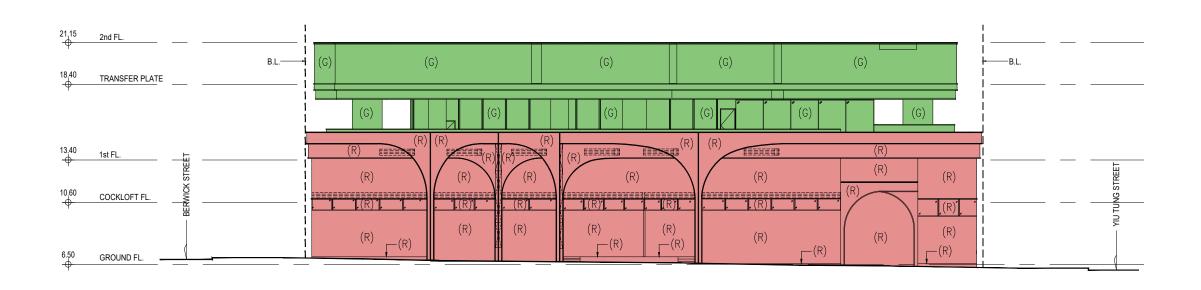
PLAN NO. SDMC-011
NOT TO SCALE

SUB-DMC PLAN
FOR IDENTIFICATION PURPOSE ONLY

KAN CHO YAU KENNETH
Authorized Person (Architect) DATE:

(R) PHASE 2 COMMERCIAL DEVELOPMENT

(G) RESIDENTIAL COMMON AREAS IN PHASE 2



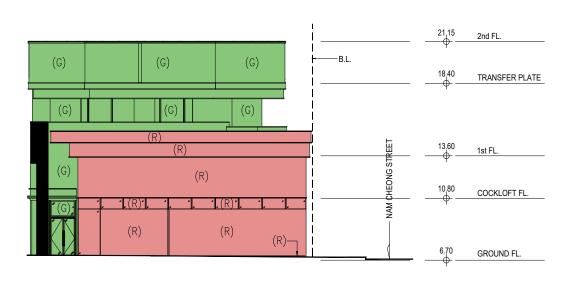
ELEVATION 2 (PHASE 2)(FACING NAM CHEONG STREET)
FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.		I HEREBY CERTIFY THE ACCURACY OF THIS PLAN	
PLAN NO. S NOT TO SCALE	DMC-012	SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY	KAN CHO YAU KENNETH Authorized Person (Architect) DATE :

(R) PHASE 2 COMMERCIAL DEVELOPMENT

(G) RESIDENTIAL COMMON AREAS IN PHASE 2



ELEVATION 3 (PHASE 2)(FACING BERWICK STREET)
FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

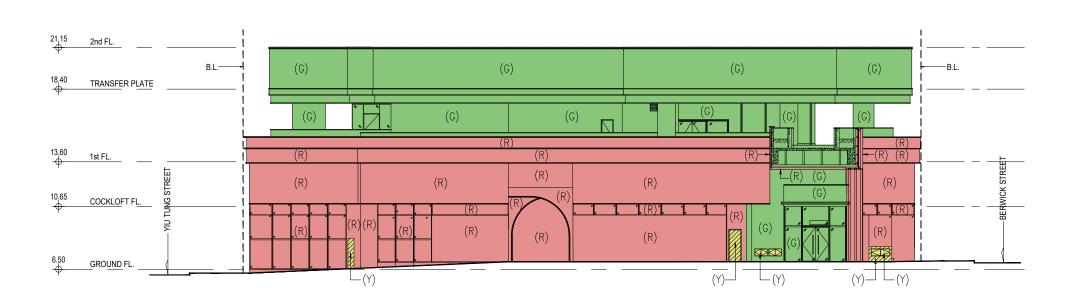
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN LOT NO. N.K.I.L. 3586 R.P. PLAN NO. SDMC-013 NOT TO SCALE SUB-DMC_PLAN FOR IDENTIFICATION PURPOSE ONLY KAN CHO YAU KENNETH Authorized Person (Architect) DATE :

(R) PHASE 2 COMMERCIAL DEVELOPMENT

(G) RESIDENTIAL COMMON AREAS IN PHASE 2

(Y) ESTATE COMMON AREAS IN PHASE 2

YELLOW HATCHED BLACK AREAS (FORMING PART OF THE ESTATE COMMON AREAS)



ELEVATION 4 (PHASE 2)(FACING SHEK KIP MEI STREET)
FOR IDENTIFICATION PURPOSE ONLY

8 MAY 2025 **DRAFT**

LOT NO. N.K.I.L. 3586 R.P.		I HEREBY CERTIFY THE ACCURACY OF THIS PLAN
PLAN NO. SDMC-014 NOT TO SCALE	SUB-DMC PLAN FOR IDENTIFICATION PURPOSE ONLY	KAN CHO YAU KENNETH Authorized Person (Architect) DATE: