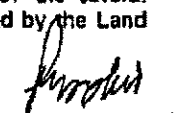
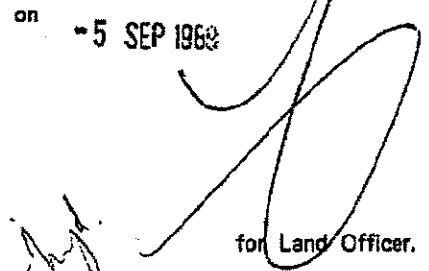


Stamp Duty \$ NIL

Memorial No. **4179592**

Serial No. *0163*  
\$ *68*

MEMORIAL of an instrument to be registered in the Land Office under the Land Registration Ordinance.

Nature and object of the instrument to which the memorial relates	DEED OF MUTUAL COVENANT	Solicitors Code
Date of instrument	Dated the 7th day of August 1989.	FOR LAND OFFICE USE ONLY
Consideration	NIL	Nature of Instrument Code
Memorial number of transaction satisfied [Regs. 6(1) (f) and 8(2) (f)]	NIL	
Names of parties, their respective shares in and capacities in relation to the premises	KO YEW COMPANY LIMITED (高優有限公司) "the registered Owner"	Consideration Code
	WONDER VIEW INVESTMENT LIMITED (德想投資有限公司) "the First Purchaser"  LIU CHONG HING PROPERTY MANAGEMENT & AGENCY LIMITED "the Manager"	Capacity Code
Premises affected by the instrument including lot number and address (with premises number and street name)	THE REMAINING PORTION OF RURAL BUILDING LOT NO.178 (FAIRVIEW COURT, No.94 REPULSE BAY ROAD, HONG KONG)	
On this <u>31st</u> day of <u>August</u> 19 <u>89</u> I <u>PEGGY P. LIU</u> of STEVENSON, WONG & CO., Hong Kong, Solicitor, hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.  <i>S.D.R. Cando</i>  Solicitor, Hong Kong.	Received at the Land Office and Registered as Memorial No. <b>4179592</b> on <b>-5 SEP 1989</b>  for Land Officer.	

THIS INDENTURE made the 7th day of August One thousand nine hundred and eighty nine BETWEEN KO YEW COMPANY LIMITED (高優有限公司) whose registered office is situate at 5th Floor, Liu Chong Hing Bank Building, 24 Des Voeux Road, Central, Hong Kong ("the registered Owner") of the first part WONDER VIEW INVESTMENT LIMITED (德懋投資有限公司) whose registered office is situate at Shop, E, 347-9 Des Voeux Road West, Ground Floor, Hong Kong ("the First Purchaser") of the second part LIU CHONG HING PROPERTY MANAGEMENT & AGENCY LIMITED whose registered office is situate at 5th Floor, Liu Chong Hing Bank Building, 24 Des Voeux Road, Central, Hong Kong ("the Manager") of the third part.

WHEREAS:-

(1) (a) In this Deed the following expressions, except where the context otherwise requires, have the following meanings :-

"Lot"	The Remaining Portion of Rural Building Lot No.178.
"Crown Lease"	Crown Lease for Rural Building Lot No.178 dated the 25th day of June 1928 and made between His late Majesty King George V of the one part and William Joseph Carroll of the other part for the term of 75 years from the 3rd day of October 1921 with a right of renewal for a further term of 75 years subject to and with the benefit of a Mutual Grant of Right of Way more particularly set out in an Assignment dated the 3rd day of

July 1928 and registered in the Land Office by Memorial No.110951 and subject also to and with the benefit of an Indenture dated the 18th June 1975 and registered in the Land Office by Memorial No.1175995 ✓

"Estate"

The whole of the development on the Lot known as FAIRVIEW COURT ( 翠景閣 ) including all the building car parking spaces and structures therein.

"Building"

The building erected on the Lot with residential units intended for domestic use.

"Flat"

A residential unit in the Building.

"Estate Common Areas"

The swimming pool (hereinafter defined), drive way, loading bay, footpath, walkway, roads, green areas, open spaces, the ramps, steps and staircases, the entrances and halls, lifts, lift lobbies, entrance lobbies, passages, landings, the metal railings, gate, fence walls, emergency access land, playgrounds, flower beds, sun deck, barbecue area, garden, lawn, pond, the retaining walls, the external walls and all other areas within the said premises the right to the use of which is given by this Deed to more than one Owner in accordance with the provisions herein contained.

"Facilities"

(a) Sewers, drains, water courses, pipes, gutters wells (if any) wires and cables and

other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Estate through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof; (b) The transformer room, machine room, sprinkler pump room, tanks, filtration room, refuse collection chamber, store room, telephone equipment room and switch room, sump pumps, fire extinguishers and fire service installations for use and benefit the Estate; (c) Lamp posts and lighting within the Estate; (d) Communal television antennae (if any) and FM/radio aerial (if any) for the use and benefit of the Estate; (e) Burglar alarm system (if any) and other facilities and systems for the use and benefit of the said premises and the said Building.

"Owners"

The Registered Owner, the First Purchaser and any person who may hereafter become the registered owner or mortgagee of any Undivided Shares in the Lot and the Estate including joint tenants or tenants in common and its or his or their executors, successors and assigns and, includes references to the Owner or Owners for the time being where Undivided Shares in the Lot and the Estate

entitle him or them to the exclusive right to use occupy and enjoy a part of the Estate. The expression Owners shall not include a mortgagee save and except in the circumstances stated in Clause (7) of Section V herein.

"Undivided Shares"

All Those 374 equal undivided parts or shares of and in the Lot and the Estate allocated as set out in the First Schedule.

"Manager"

Liu Chong 'Hing' Property Management & Agency Limited or any other manager for the time being appointed as manager of the Estate pursuant to the provisions of this Deed.

"Management"

All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.

"Maintain"

Repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, employ, amend, keep, replace, decorate and paint or such of the foregoing as may be applicable in the estate management and "maintenance" shall be construed accordingly.

"Manager's  
Remuneration"

The remuneration of the Manager as provided herein.

"Funds"

The sums of monies paid by the respective Owners of the Undivided Shares which are held by the Manager for the management of the Estate. Such sums include, inter alia, the

deposit, the Management Fees, the Management Reserve Funds and any interest earned thereunder.

"Management Expenses" The costs, charges and expenses for the management and maintenance of the Estate and of the Swimming Pool as provided in this Deed.

"Swimming Pool" The swimming pool and all ancillary equipment (including the pump room and filtration plant room for the swimming pool and structures (including the padding pool, if any) erected on the Building.

(b) In this Deed references to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine or neuter gender.

(2) Immediately prior to the assignment to the First Purchaser the Registered Owner was the registered owner of the Lot which was held from the Crown for the term of years and with such right of renewal as herein mentioned subject to the payment of the rent and to the observance and performance of the terms and conditions reserved and contained in the Crown Lease.

(3) The Registered Owner has completed the Building on the Lot and an Occupation Permit has been issued.

(4) For the purpose of sale the Lot and the Estate have been notionally divided into 374 equal Undivided Shares allocated as set out in the First Schedule hereto.

(5) By an assignment ("the Assignment") bearing even date herewith and made between the Registered Owner of the one part and

the First Purchaser of the other part the Registered Owner assigned unto the First Purchaser All Those 62 equal undivided 374 parts or shares of and in the Lot and the Estate together with the full and exclusive right and privilege to hold use occupy and enjoy All Those Flat B on the Third Floor (together with portion of the roof above) and Car Parking Spaces Nos.3 and 6 of the Estate ("the Premises").

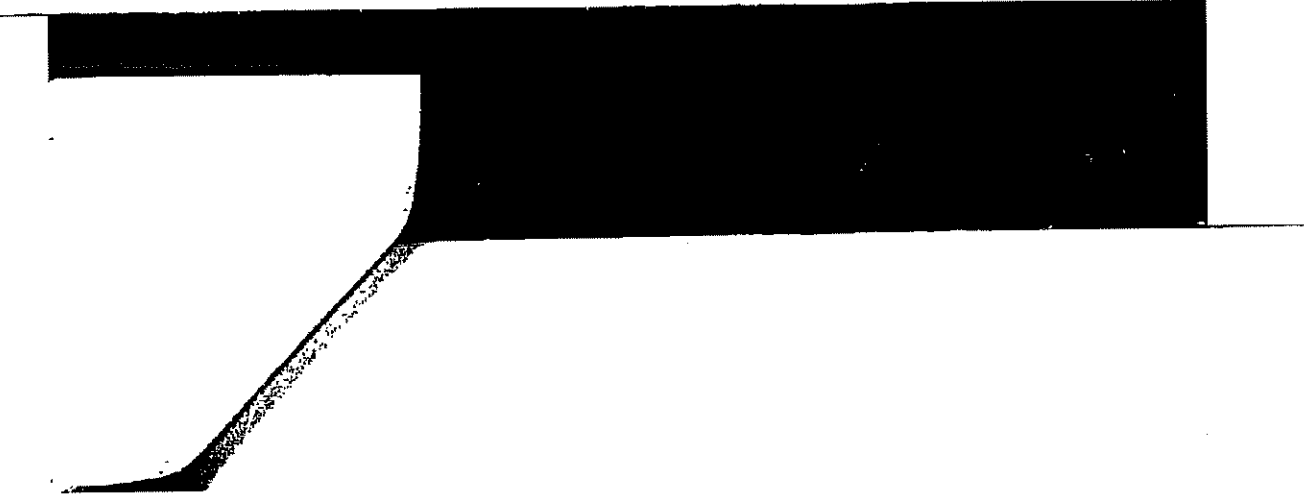
(6) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, insuring and servicing of the Lot, the Estate and its equipment, services and apparatus, and the Swimming Pool, and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot, the Estate and the Swimming Pool and to provide for a due proportion of the common expenses of the Lot and the Estate to be borne by the Owners.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

(1) The Registered Owner shall be at all time hereafter subject to and with the benefit of the Crown Lease and this Deed insofar as they relate hereto have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the First Purchaser all the Estate with the exception of the Premises Together with the appurtenances thereto and the entire rents and profits thereof.

(2) The First Purchaser shall at all times hereafter subject to and with the benefit of the Crown Lease and this Deed in so far as



they relate thereto have the full and exclusive right and privilege to hold use occupy and enjoy to the exclusion of the Registered Owner the Premises Together with the appurtenances thereto and the entire rents and profits thereof.

(3) Each Undivided Share and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Estate held therewith shall be held by the person from time to time entitled thereto subject to and with the benefit of the easements reservations rights privileges and obligations set out in the Second Schedule hereto.

(4) The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule hereto and the benefit and burden thereof shall be annexed to every part of the Lot and the Estate and the Undivided Shares held therewith. The Law of Property (Enforcement of Covenants) Ordinance Cap.297 and any statutory amendments, modifications or re-enactments thereof for the time being in force shall apply to these presents.

(5) Every Owner shall have the full right and liberty without reference to the other Owners or any person or persons otherwise interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other owners or other persons a party to the transaction to sell, assign, mortgage, lease, let, licence or otherwise dispose of or deal with his share or interest in the Lot and the Estate together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts or the Estate which may be held therewith subject to and with the benefit of this Deed but not otherwise.

(6) The right to the exclusive use occupation and enjoyment of any part of the Lot or the Estate shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Undivided Shares with which the same is held Provided Always that the provisions of this Clause shall not extend to lease or tenancy the terms of which shall not exceed five years.

(7) There is reserved unto the Registered Owner their successors and assigns the following rights and privileges :-

- (a) The Registered Owner reserves the right to change the name of the Estate at any time and shall not be liable to any Owner or other person having an interest in the Estate for any damages, claims, costs or expenses resulting therefrom or in connection therewith.
- (b) The Registered Owner reserves the right to change, amend, vary, add to or alter the plans, landscaping proposals and car parking layout plan deposited in the Land Office, and any other plans for the development of the Lot or any part thereof existing at the date hereof without the concurrence or approval of any Owner or any of the parties hereto provided that such changes, amendment, variation, addition or alteration will not interfere with an Owner's right to exclusive use occupation and enjoyment of the flat or car park owned by such Owner but nothing herein shall absolve the registered Owner from the requirements of obtaining the prior written consent of the Director of Public Works or other Government Authorities pursuant to the Crown Lease. No such change amendment variation addition or

alternation shall give to the Owners any right of action against the Registered Owner.

(c) The Registered Owner reserves the right to assign any or all of the Estate Common Areas and Estate Common Facilities to the manager (or to an incorporated company whose principal business is that of estate management) for the general amenity of the Owners and other residents of the Estate subject to this Deed.

#### SECTION II

#### MANAGEMENT OF THE ESTATE

##### (A) General

(1) The management of the Lot and the Estate shall be undertaken by the Manager.

(2) The said Liu Chong Hing Property Management & Agency is hereby appointed as the manager for the management of the Estate for the term of two years from the date of this Deed and thereafter until either the Owners' Committee shall terminate such appointment by three months' notice in writing or the Manager shall resign from such appointment by three months' notice in writing to the Owners' Committee. During the initial period of two years, no such notice shall be given by the Owners' Committee but the Manager may resign from such appointment by three months' notice in writing to the Owners' Committee at any time.

(3) The Manager is hereby appointed as attorney for and on behalf of all owners of the Estate and the Building in respect of any matter concerning the Estate Common Areas and Estate Common Facilities duly authorised in accordance with the provisions of

this Deed.

(4) In the event of the Manager giving notice as hereinbefore provided the Manager shall forthwith convene a meeting of the Owners' Committee as hereinafter provided to appoint a manager to take the place of the Manager. The newly appointed manager shall on the expiry of the notice given by the manager thenceforth become vested with all the powers and duties of the Manager hereunder and it is hereby declared and agreed that at no time shall the Estate be without a responsible duly appointed Manager to manage the Estate. If the Owners' Committee fails or refuses to appoint a manager as aforesaid the manager shall be appointed in writing by the Manager and any such appointment shall have effect as if such appointment was made following election by the Owners' Committee and shall be binding on the Owners.

(5) The manager shall be bound by and shall observe and perform all the conditions, duties and obligations herein and shall have all of the rights and privileges herein granted to the Manager.

(B) Powers and Duties of the Manager


(1) Save and except as otherwise expressly provided by these presents 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 and in connection with the management of the Estate including in particular but without in any way limiting the generality of the foregoing :-

- (a) to maintain in good, clean and safe condition the Estate Common Areas and the Estate Common Facilities, and for this purpose to employ reputable and competent contractors and



workmen;

- (b) to ensure that all Owners or occupiers of the Flats maintain the Flats owned or occupied by them in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all necessary steps to recover the cost thereof from the defaulting Owner or occupier;
- (c) to paint, white-wash, tile or otherwise treat as may be appropriate the exterior of all structures and the Estate Common Areas at such intervals as the same may reasonably require to be done;
- (d) to prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Estate or any part thereof and to remove all refuse from all parts of the Estate and arrange for its disposal at regular intervals and to maintain either on or off the Estate refuse collection facilities;
- (e) to prevent the obstruction of all the Estate Common Areas and to remove any article or thing causing the obstruction;
- (f) to keep in good repair condition and working order all the Estate Common Facilities and all plant, machinery and equipment including, but without limiting the generality of the foregoing, all lighting equipment, water systems, sewage, public address system (if any), fire fighting equipment and sprinkler systems and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for

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- the maintenance of any such plant, machinery or equipment;
- (g) to prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate into any part of any road, culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewages, nullahs, pipes, cables, wires, utility services or other works being in under over or adjacent to the Lot or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (h) to remove any structure, installation, advertisement, signboard or other things in or on the Building or other parts of the Estate which have been erected in contravention of the terms of the Crown Lease and/or this Deed and/or without the written permission of the Manager (or if such permission has been given, upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused;
- (i) to prevent the Owners from making or suffering to be made any alterations to the Flats or any part of the Estate which in any way affect the external appearance thereof;
- (j) to prevent any persons from detrimentally altering or injuring the Lot or the Estate or any part of any of them or any of the equipment apparatus services or facilities



thereof;

- (k) to maintain fire fighting equipment and fire alarms and other fire services installations (if required by the Government) and to comply with all requirements of the Fire Services Department and, so far as may be possible, to maintain the Estate from fire hazards at all times;
- (l) to provide a security force, watchmen, porters and such other staff as determined by the Manager at its absolute discretion and to provide and maintain security installation and, so far as may be possible, to maintain security in the Estate at all times;
- (m) to manage and control within the Estate the parking of cars and other vehicles, and the loading and unloading of goods, and to maintain guest car parking spaces (if any);
- (n) to maintain and operate or contract for the maintenance and operation of the wireless and/or television aerials which serve the Estate;
- (o) to do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Estate for the better equipment or use of the Estate by its Owners occupiers and their licensees;
- (p) to appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Estate of all legal proceedings relating to the Estate (but not proceedings relating to the

rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Crown or the Government of Hong Kong shall be a party and at all times, within seven days of being requested so to do by the Director of Public Works or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purposes of Order 10 Rule 1 of the Rules of Supreme Court (or any provision amending or in substitution for the same) or otherwise;

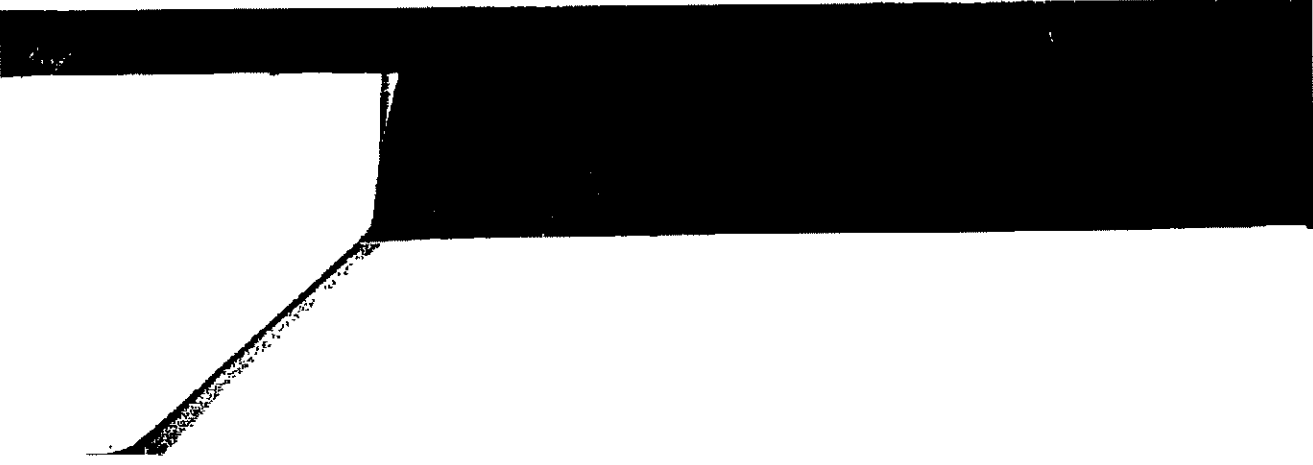
- (q) to have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or any competent authority or any other person whomsoever in any way touching or concerning the Lot and the Estate as a whole, or its equipment apparatus services or facilities, or staff and tenants, with power to bind all the Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (r) to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen and other building staff and attendants as may from time to time in the opinion of the Manager be necessary to enable the Manager to comply with its duties hereunder and under the conditions and on such terms as the Manager shall in its absolute discretion decide and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the




Estate;

- (s) to take all steps necessary or expedient for complying with the Crown Lease and any statutory or governmental requirements concerning or relating to the Estate for which no Owner, tenant or occupier of the Estate is solely and directly responsible;
- (t) to demand collect and receive all amounts payable by the Owners under the provisions of this Deed;
- (u) to enforce the due observance and performance by the Owners or any person occupying any part of the Estate, through under or with the consent of any such Owner of the terms and conditions of this Deed and those of the Crown Lease and to take action in respect of any breach thereof including the commencement conduct and defence of legal proceedings and the registration and enforcement of charges as hereinafter mentioned;
- (v) to pay and discharge out of all monies collected from the Owners all outgoings relating to the management of the Estate or incurred by the Manager hereunder;
- (w) to insure and keep insured the Swimming Pool, the Estate Common Areas and Estate Common Facilities, or any parts thereof as the Manager shall think fit against loss or damages by fire and such other risks or perils as may be deemed necessary by the Manager and to effect public and/or occupier's liability insurance and workmen's compensation liability insurance in such amounts as the Manager may think fit, such insurance to be in the name of the Manager for and on behalf of itself as Manager and the Owners

- according to their respective interests and to pay all  
premia required to keep such insurance policies in force;
- (x) to keep proper accounts of all the remuneration of the  
Manager, all expenditure incurred by and of all payments  
made to the Manager in respect of carrying out its duties  
hereunder as herein provided are to be approved by the  
Owners Committee regulating the use operation and  
maintenance of the Estate and the conduct of persons  
occupying using or visiting the same;
  - (y) to deal with all enquiries, complaints, reports and  
correspondence relating to the Estate;
  - (z) to recruit and employ such staff as may from time to time  
be necessary to enable the Manager to comply with its  
duties hereunder on such terms as the Manager shall in its  
absolute discretion decide and to provide accommodation,  
uniforms, working clothes, tools, appliances, cleaning and  
other materials and all equipment necessary therefor;
  - (aa) to do all such other things as are reasonable incidental  
to the management of the Estate in accordance with the  
terms and conditions of this Deed and the Crown Lease or  
for the common benefit of the Owners;
  - (bb) to enter into and upon any part of the Estate with or  
without servants, agents and licensees and all necessary  
tools and equipment of all reasonable times upon giving  
reasonable prior notice (except in the case of emergency)  
for the purpose of doing any of the acts or things as may  
be necessary or requisite for the management of the Estate  
and causing as little disturbance as possible and making

- 
- good any damage thereby occasioned;
- (cc) to prevent any person from occupying or using any of the Estate Common Areas otherwise than in accordance with the written permission of the Manager and the provisions of this Deed;
  - (dd) to prevent and to take action to remedy any breach by any Owner or other person of any provisions of the Crown Lease. For the avoidance of doubt, it is hereby expressly agreed and declared that the Manager is not responsible for the maintenance of the air-conditioning facilities for each Flat including the condensing unit for each Flat installed on the roof of the Building. The Owner of the Flat shall at its own costs and expense keep and maintain the same in good clean and working condition.
  - (ee) to appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the management of the Estate and to certify the said annual account.
  - (ff) to cover by civil suit from each defaulting Owner any sum due to be paid hereunder by such Owner.
  - (gg) to do all such other things as are reasonably incidental to the good and necessary management of the Estate, subject to the provisions of this Deed.
- (2) With the approval of the Owners' Committee, the Manager shall have power from time to time to add to, make, revoke and amend Estate Rules or any of them regulating the use occupation and maintenance of the Estate and any of the building, structures, facilities, services or amenities



thereof and the conduct of persons occupying using or visiting the same, (provided that these Rules must not be inconsistent with this Deed) and such Estate Rules shall be binding on all of the Owners of the Estate and their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice board in the Estate and a copy thereof shall be supplied to each Owner on request free of charge.

(3) All acts and decisions of the Manager arrived at in accordance with the provision of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

(4) Neither the Manager nor any servant agent or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or wilful negligence and the Owners shall fully and effectually indemnify the Manager and all such persons from and against all actions, proceedings, claims and demands whatsoever and from all costs and expenses in connection therewith arising directly or indirectly out of or in connection with the manager of the Estate or any act, deed, matter or thing done or omitted as aforesaid and not involving criminal liability, dishonesty or wilful negligence on the part of the Manager or any such person or persons aforesaid.

(5) The Manager shall have the right with or without workmen :-  
(a) to enter upon any part of the Lot or any of the Building to such extent as may be necessary for the purpose of replacing repairing and maintaining any of the Estate Common Facilities, the Swimming Pool, the water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any one Flat and to charge the Owner the cost of repairing and/or replacement;

(b) to enter into any Flat for the purpose of inspecting the toilets and to replace or repair any part or parts or a toilet which shall leak and to charge the Owner thereof the cost of repair and/or replacement.

(6) Notwithstanding anything herein contained where any act or thing requires to be done or is empowered or permitted to be done by the Owners' Committee or by the Manager with the consent or approval of the Owners' Committee, and there shall at the time be no Owners' Committee for whatsoever reason or the Owners' Committee shall be unable or unwilling to act, then the Manager is hereby authorised and empowered to do or cause or permit to be done such act or thing if in the opinion of the Manager such act or thing ought to be done for the proper or better management of the Lot and the Building and neither the Manager nor their servants agents or employees shall be liable to the Owners or any of them or to any other person or persons whomsoever for or in respect of any such act deed matter or thing done in purported pursuance of the provisions of this Clause.

(c) The manager's Remuneration

(1) The Manager's remuneration shall be payable as from the

date of this Deed and shall be a sum equivalent to 15% of the actual monthly management expenditure incurred for the management, cleaning, security and maintenance of the Estate, the Estate Common Areas and the Estate Common Facilities (excluding the Manager's remuneration), or HK\$3,600.00 per month, whichever shall be higher. Such remuneration shall be a direct charge on and payable monthly from the management funds set up from the monthly contributions of the Owners referred to in Clause D(1) of this Section.


(2) The Manager's remuneration may be adjusted from time to time by resolution at Owners' Meeting or with the approval of the Owners' Committee.

(3) The Manager's remuneration as aforesaid shall not be subject to any requirement that the manager shall disburse from such money to meet expenses in respect of any staff, facilities, accountancy services or other professional services, the cost for which shall be a direct charge upon the management funds.

(d) Management and other expenses - Payment and Enforcement Provisions

(1) For the purpose of fixing the contributions payable by the Owners, and annual budget showing the estimated expenditure for the ensuing year shall be prepared by the Manager. Such budget shall cover all expenditure to be expended for the benefit of all Owners as essential or required for the proper management, cleaning, security and maintenance of the Estate, the Estate Common Areas and the Estate Common Facilities, including but without prejudice to the generality of the foregoing :-

(i) Crown Rent and all sums payable under the Crown Lease;

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- (ii) The cost of carrying out all or any of the duties of the Manager set out in Clause (B)(1) of this Section;
  - (iii) The cost of purchasing or hiring all necessary plant, equipment and machinery;
  - (iv) The cost of employing staff to administer the management of the Estate;
  - (v) All reasonable professional fees and costs incurred by the Manager including
    - (a) fees and costs of surveyors, rating surveyors, valuers, architects, engineers geotechnical engineers, contractors and others employed in connection with the management, maintenance and improvement of the Estate,
    - (b) solicitors and other legal fees and costs,
    - (c) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the Accounts or the Manager's Statements as hereinafter referred to;
  - (vi) All water, gas, electricity, telephone and other service charges except where the same is separately metered to individual Flat;
  - (vii) The cost of all fuel and oil incurred in connection with the operation of the plant, equipment and machinery provided by the Manager for the benefit of the Estate or any part thereof;
  - (viii) the cost of providing emergency generators and the cost of providing emergency lighting of the Estate;
  - (ix) The cost of effecting insurance in respect of or in connection with the management of the Estate and the



Swimming Pool;

- (x) All charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Estate Common Areas;
  - (xi) The cost of postage, stationery and other sundry items incurred by the manager in connection with the Management of the Estate;
  - (xii) the cost of maintaining in good order and repair all pipes, cables and any other facilities related to the provision of services for the Estate as a whole; and
  - (xiii) Any other expenditures which are in the absolute discretion of the Manager necessary for the good estate management of the Estate Common Areas and Estate Common Facilities.
- (2) Every Owner shall in respect of his own Flat and car parking space contribute the following amounts to the annual budget;
- (i) a due proportion of the amount assessed under the annual budget;
  - (ii) a due proportion of the Manager's Remuneration.

Notwithstanding anything hereinbefore provided, every Owner shall pay to the Manager as from the date of this Deed the monthly sum of HK\$4,000.00 for each Flat and HK\$80.00 for each car parking space as initial contribution towards the Management Expenses and Manager's Remuneration ("Management Fees") Provided always that each Owner shall be personally liable to pay the Management Fees in advance on the first day of each calendar month whether or not the Flat of which he is the owner is vacant or occupied and whether it has been let or leased to a tenant or is occupied by the Owner

himself or any other person and Provided Further that the Management Fees shall be adjustable in the following manner : (a) if there shall be a deficit at the end of the year, the Manager shall be entitled to require lump sum contributions from the Owners to make good the deficit and (b) in addition to the aforesaid right if the Manager shall in its opinion consider that the aforesaid contributions shall be insufficient to cover the cost and expenses for management of the Estate, the Manager may in its absolute discretion adjust the contribution payable by the Owners by such percentage as the Manager shall consider will cover the estimated deficit likely to occur and such adjusted contributions shall be payable to the Manager monthly in advance from the date stated in the notification to such Owners Provided always that any adjustment made pursuant to the above provision shall be notified to the Owners. Notwithstanding anything hereinbefore contained, if any Flat or car parking space shall remain vacant or remain vested in the name of the Registered Owner, then the Registered Owner shall not be required to make any such monthly payment but instead the Registered Owner shall as and when demanded by the Manager make up any deficit in the event that the total amount of monthly payments collected by the manager shall be insufficient to cover the Management Expenses.

(3) Each and every Owner shall at the time of completion of the first Assignment in respect of the purchase of a Flat and/or car parking space (i) deposit with the Manager a sum equal to 3 months' Management Fee payable hereunder as security against his liabilities under this Deed Provided Always that such owner may not refuse to pay any money payable by him under this Deed or any part

thereof by claiming any set off against such deposit. The Manager shall be deemed to be a trustee for and on behalf of the owners in respect of such deposits and all monies received on their behalf and unless otherwise authorised by the Owners' Committee must pay these monies into a specially designated interest bearing account in respect of the Building at a licensed bank provided that the Manager may retain a reasonable amount to cover day-to-day expenditures, such amount to be approved from time to time by the Owners' Committee (ii) one months' Management Fees as payment in advance of the first one month's Management Fees and (iii) a Management Foundation Fund equivalent to three months' Management Fees.

(4) Where any consent is required from the Manager by an Owner of any unit in the Building any sum imposed by the manager as a consideration for the granting of such consent shall be held by the Manager for the benefit of the Owners and paid into the management account. The Manager shall be entitled to charge and retain a reasonable fee for processing such consent. If there should be any surplus in the Management Fees paid to the Manager by the Owners after payment of all the Manager's remuneration and management charges, then the surplus shall be held by the Manager as trustee for the Owners as Management Reserve Funds. The said Management Reserve Funds and any interest earned thereunder shall only be applied by the Manager in or towards payment of the Manager's remuneration and management charges thereafter to become due or towards the settlement any non-recurring expenses including installing or replacing any Estate Common Facilities in the Building.

(5) On resignation or termination of service of the Manager or upon a change of the Manager, the outgoing Manager shall transfer to the Owners' Committee or any new Manager appointed by the Owners pursuant to the provisions hereinafter Provided the followings :-

- (i) All deposits held by the Manager for account of the Owners.
- (ii) All accumulated surplus or deficits for account of the Owners.
- (iii) The Management Reserve Funds.
- (iv) All assets and liabilities attributable to the management of the Estate and the Building including all accounts receivable and accounts payable accrued.
- (v) All accounts, documents, records and plans in respect of the Management of the Estate and the Building.
- (vi) The management accounts prepared by the outgoing Manager in respect of which the Owners' Committee shall have the right to choose an independent auditor to audit.

(6) the Owner of each Flat shall be personally liable for payment of his due share of the Management Fees whether or not his Flat has been let or leased to a tenant or is occupied by the owner himself or by any other person.

(7) Each Owner shall be bound and shall observe and perform the following covenants provisions and restrictions :-

- (a) to pay to the Manager monthly in advance the Management Fees and pay such further contribution on demand of the Manager as aforesaid; and
- (b) To pay and settle on demand by the Manager the said Management Fees and/or any further contribution owing by the previous Owner of his Flat or part of the Building.

(8) In default of payment of any amount payable under the provisions of this Deed by the Owner of any flat, the Manager may, in addition to any other remedy hereunder, suspend or disconnect water or electricity supplies to the Flat in respect of which default is made until all amounts unpaid together with the cost of collection as hereafter mentioned and the costs and expenses of disconnecting and reconnecting the water and/or electricity supply shall have been paid to the Manager.

(9) should the supply of water or electricity for common use be suspended due to the default of any Owner in payment of service charges and/or costs and expenses hereunder, the defaulting Owner shall bear all costs and expenses incurred in reconnecting the same and shall be responsible for all the consequences arising from his default.

(10) If any Owner shall fail to pay any amount payable hereunder within thirty days of the date on which the demand for payment is served on him, he shall further pay to the Manager :-

(a) interest calculated at the rate of 2% of the amount unpaid for each period of 30 days or part thereof during which it remains unpaid; and

(b) such collection charge as the manager may from time to time at its absolute discretion determine upon to cover the cost (other than legal costs of proceedings hereinafter mentioned) of the extra work occasioned by the default.

(11) all amounts which may be or become payable by any Owner for the time being in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all other expenses incurred in or in connection with

recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager. The claim in any such action may include a claim for the solicitor and own client costs of the Manager, and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs. In any such action, the Manager shall conclusively be deemed to be acting as agent for and on behalf of all the Owners other than the defaulting Owner and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

(12) In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed within 30 days of the date on which the same become payable, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause (11) above and in registering the charge hereinafter referred to, shall be charged on the share or shares of the defaulting Owner in the Estate and Flat, and car parking space held therewith, and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Office, against the share or shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgement has been obtained for the amount thereof provided such judgement has not been satisfied.

(13) Any charge registered in accordance with the last preceding clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for the sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use occupation and enjoyment of the Flat and car parking space held therewith and the provisions of Clause (11) above shall apply equally to any such action.

(14) The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner of any one or more Undivided Shares, and any person occupying any Flat through under or with the consent of any such Owner, of the covenants conditions and provisions of this Deed and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clauses (11), (12) and (13) of this Subsection shall apply to all such proceedings and to the recovery of any costs, damages or other moneys awarded therein.

(15) All damages recovered in any such proceedings shall be held by the Manager as part of the funds for the management of the Estate and be applied accordingly.

(16) Notwithstanding the powers conferred on the Manager by this Subsection, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuses or fails to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed pursuant to Section V hereof shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of this Subsection shall apply

mutatis mutandis to any action or proceeding brought by such Owner and to the recovery of any costs, damages or other moneys awarded therein.

(E) Management Funds

(1) All monies collected by the Manager in the exercise of its powers and duties hereunder (save and except sufficient petty cash for day to day requirements) shall be held by the Manager and the Manager shall keep true and proper accounts of all such monies and the expenditure thereof.

(2) The Manager shall prepare a summary of income and expenditure at least every three months and publish the same in a prominent place in the Building for a reasonable time.

(3) The Owners shall be entitled to inspect such accounts and to obtain copies of such accounts upon payment of reasonable copying charges and upon reasonable notice to the Manager.

(4) Any person ceasing to be the Owner of any Undivided Share shall in respect of the share of which he ceases to be the Owner thereupon cease to have any interest in the Funds held by the Manager to the intent that all such Funds shall be held and applied for the management of the Estate as herein provided irrespective of changes in ownership of the Undivided Shares therein PROVIDED that any interest therein will be automatically transferred to the new registered Owner of such Undivided Share And provided further that upon the Lot reverting to the Crown and no renewal or regrant thereof being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section III hereof any balance of the Funds, or in the case of extinguishment of rights

and obligations as aforesaid, an appropriate part of the Funds, shall be divided proportionately between the Owners of the Undivided Shares immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished.

(G) Management Records and Accounts

(1) the financial year for the purpose of management of the Estate shall commence from the date hereof and shall terminate on the 31st day of December of the ensuing year but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of that year.

(i) The accounting year may be changed but only once in every five years except with the prior approval of the Owners' Committee.

(ii) the Owners at the Annual General Meeting of the Owners shall have power to require the annual accounts to be audited by an independent auditor of their choice.

(2) Within 180 days after the close of each financial year the Manager shall prepare annual accounts in respect of the preceding financial year which accounts will be certified by auditors as providing an accurate summary of all items of income and expenditure during that preceding financial year.

(3) The Manager shall appoint a firm of certified public accountants to audit the accounts and records of the manager concerning the management of the Estate and to certify the annual accounts as hereinbefore provided. the Manager may revoke the appointment of such firm and appoint another firm in its place at any time as it may deem necessary.

- (4) (a) Within 30 days after the close of each financial year the Manager shall prepare the budget referred to in subsection d of this Section for the then current financial year which budget shall include all sums which in the opinion of the Manager will be necessary to meet the Management Expenses for the then current financial year and shall include an amount for contingencies.
- (b) The First budget shall be prepared by the Manager prior to the date hereof and will be for the period from that date until the 31st of December of the ensuing year.
- (c) In the event that the Manager is of the opinion that any of the budgeted sums for the then current financial year are insufficient to cover all expenditure which falls to be included in that budget it may prepare a revised budget or budgets.
- (5) The Manager shall upon request and upon payment of a reasonable charge for copying the same send to each Owner a copy of such of the annual accounts, annual budget, revised budgets or monthly accounts at any time after the same shall have been prepared as herein provided.
- (6) The Manager shall upon reasonable notice permit the Owners' Committee to inspect any of the accounts prepared pursuant to Clause (4) of Subsection G of this Section.
- (7) Within 180 days after the close of each financial year the Manager shall prepare and send to each Owner a Manager's Statement which statement shall set out the following :-
- (a) The total amount of Management Expenses and Manager's

Remuneration payable by that Owner in respect of the preceding financial year.

- (b) The total amount of interest of recovery costs or any other amounts which are herein provided as payable by that Owner in respect of the preceding financial year.
  - (c) The total amount paid by that Owner during the preceding financial year.
  - (d) The balance found to be payable or overpaid as the case may be from the foregoing amounts in respect of the preceding financial year.
  - (e) The total amount of Management Expenses and Manager's Remuneration budgeted to be payable by that Owner in respect of the then current financial year.
- (8) In the event that the annual budget is revised at any time as herein provided the Manager shall prepare and send to each Owner thereby affected a revised Manager's Statement showing the revised figures for the then current year to be paid by that Owner in the then remaining part of the then current financial year.

(H) The Swimming Pool

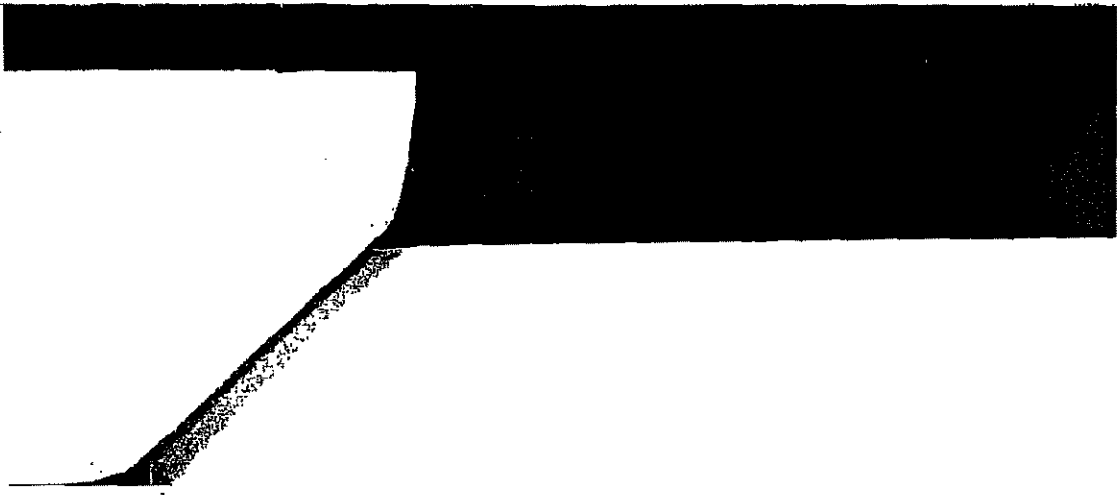
(1) The Swimming Pool shall at all times be under the control of the Manager who shall afford to all occupants as hereinafter defined access to and enjoyment of the same. The Manager shall have absolute discretion to make rules and regulations regarding the operation use and maintenance and management of the Swimming Pool including the levying of charges and shall have like discretion to restrict admittance to the pool of persons who shall have been the subject of reasonable complaint by more than two persons entitled to use the Swimming Pool. The Manager shall also

be at liberty to restrict the number of persons using the Swimming Pool and to fix the hours of operation if it shall in its absolute discretion consider such restriction to be necessary in the interest of safety and to reduce disturbance to residents. For the purposes of this Clause, an occupant shall be a resident of a Flat and this shall include an owner, tenants, lessee, sub-tenant, sub-lessee and members of their immediate family normally residing therein and shall expressly exclude visitors thereto.

### SECTION III

#### EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

(1) In the event of the Building being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for habitation, the Manager shall convene a meeting of the Owners of the Building and each meeting may resolve by a 75% majority of the Owners present and voting that by reason of insufficiency of insurance monies, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild the Building then in such event the Undivided Shares in the Lot and the Estate representing the Flats in the Building shall be acquired by the Manager, and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any policy of insurance on



such Building shall likewise be distributed amongst such former Owners. In such event all the rights privileges obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the Building.

(2) The following provisions shall apply to a meeting convened by the Manager as provided in Clause (1) of this SECTION.

- (a) A meeting shall not proceed unless a quorum is present. A quorum shall consist of Owners in whom not less than 75% of all the Undivided shares in the Lot and the Estate are vested. If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week and at the same place and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to be quorum.
- (b) The Manager shall preside at such meeting.
- (c) A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Owner entitled to be present and present at the meeting. Poll if demanded shall be taken at such time and in such manner as the Manager shall direct.
- (d) On a show of hands every Owner entitled to be present and present at the meeting shall have one vote. In case of a poll every Owner of a Flat in the Building shall have one vote for every Undivided Share held by him.

SECTION IV

MEETINGS OF THE OWNERS

- (1) The Manager shall call a meeting of the Owners as soon as possible but not later than 9 months from the date hereof to appoint a chairman and elect a committee of the owners.
- (a) One such meeting to be known as the Annual Meeting shall be held, in so far as is practicable, once in each calendar year commencing with the year following the date of this deed for the purpose of receiving the Manager's report and accounts for the previous year, electing the members of the Owners' Committee which shall consist of not less than 3 and not more than 6 persons ("Owners' Committee"), and transacting any other business of which due notice is given in the notice convening the meeting.
- (b) A meeting may be validly convened by the Manager or by the Owners' Committee or by 20% of the Owners of the Estate.
- (c) Every such meeting shall be convened by at least 7 days' notice in writing to each Owner specifying the time and place of the meeting and the matter or matters to be discussed.
- (d) The Chairman of the Owner's Committee or failing him any other officer or member of the Owners' Committee shall preside at every such meeting PROVIDED that if none of such persons are present within 15 minutes of the time for which the meeting is convened, the Owners then present shall choose one of their member to be the Chairman thereof.
- (e) The Chairman shall cause a record to be kept of the persons

present at the meeting and the proceedings thereof.

- (f) Voting shall be by show of hands save that any person present and entitled to vote may before or on the declaration of the result of the show of hands demand a poll and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or lost shall be conclusive evidence of that fact. On a show of hands, every person present and entitled to vote shall have one vote. On a poll, every such person shall have one vote for each 1/374th Undivided Share of which he is the Owner and one vote for each 1/374th Undivided Share of an Owner whom he represents. In the case of Owners who together are entitled to one such share, such Owners shall jointly have one vote for each such share owned by them. In the event of any dispute, the first named of such Owners shall have the right to vote. If a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (g) In the case of equality of votes the Chairman shall have a second or casting vote.
- (h) Votes may be given either personally or by proxy.
- (i) Proxies shall be in writing and shall be deposited with the Chairman of the meeting at the meeting.
- (j) Except as provided in Clause (2) of this Section, resolutions shall be passed by a simple majority vote of those present in person or by proxy and voting at the

meeting.

(k) Any resolution on any matter concerning the Estate passed at a duly convened meeting by a majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners entitled to attend and vote at such meeting. PROVIDED THAT :

(i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matters;

(ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;

(iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this deed or is inconsistent herewith save as herein specifically provided; and

(iv) a resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager unless the same is passed by the majority referred to in Clause (2) of this section and no such resolution shall invalidate any prior act of the Manager which would have been valid had that resolution not been passed.

(1) The accidental omission to give notice as aforesaid to any

Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

- (m) In no circumstances shall more than one vote be cast in respect of each 1/374th equal undivided part or share of and in the Lot and the Estate and the Flat and car parking space(s) held therewith.
- (2) Notwithstanding the provisions of Clause (1)(j) of this Section no resolution in respect of any of the matters hereinafter referred to shall be valid unless passed by 75% of the Owners namely :-
  - (a) Whether or not to renew the Crown Lease or take up a new Lease as the case may be, and to pay any premium by instalments or otherwise or other charges and expenses payable in respect thereof, upon the expiration of the term of the Crown Lease or in the event of the sooner determination thereof by the Crown in such circumstances that the Crown Leases are entitled to a renewal thereof or to a new Lease upon such terms and conditions as the Crown shall offer.
  - (b) Any amendments to these presents.
  - (c) A resolution to take away, abrogate or prevent the exercise of any powers and duties hereby conferred on the Manager.

SECTION V

MISCELLANEOUS

- (1) No person shall after ceasing to be an Owner of any Undivided Shares be liable for any debts, liabilities obligations under the covenants, terms and conditions of this deed in respect

of such Undivided Shares and/or the part of the Estate held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or conditions prior to his ceasing to be the Owner thereof.

(2) Each Owner shall on ceasing to be the Owner of any Undivided Shares notify the manager of such cessation and of the name and address of the new Owner and notwithstanding the provisions of Clause (1) of this Section and without prejudice to the liability of the new Owner, each such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date on which such notice is received by the Manager.

(3) Each Owner shall upon written request of the Manager notify the name and address of the person authorised by him to accept service of process.

(4) All notice or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by pre-paid post to or left at the last address (if any) of such Owner notified to the Manager or if a copy is left at or sent to the Flat of which the party to be served is the Owner notwithstanding that such party is not personally occupying the same Provided however that where notices are to be given to an Owner who is a mortgagee such notice shall be served on the mortgagee if a company at its registered office or last known place of business in Hong Kong and if an individual at his last known residence. All notices required to be given to the Manager shall be properly served if sent to the registered office of the

manager or left at the Manager's office in the Estate.

(5) No portion of any Flat shall be sold, assigned, mortgaged, charged, leased or otherwise disposed of separately from the whole to the intent that each Flat shall be owned and occupied as a single residence.

(6) No owner shall assign, mortgage, charge, underlet or part with the possession of or otherwise dispose of a car parking space of which he has exclusive use to any person other than a person who is also an Owner or occupier of a Flat in the Building.

(7) It is hereby agreed and declared that in the event a mortgagee enters into possession of any flat and/or car parking space mortgaged by the Owner the Mortgagee shall become liable for making payments under this Deed as Owner from the date of such entry into possession, provided always however that such liability shall relate only to the period during which the Mortgagee is in possession and shall only relate to that part of the Flat and/or car parking space in respect of which the Mortgagee has entered into possession.

IN WITNESS whereof the Registered Owner the First Purchaser and the Manager have caused their respective Common Seals to be hereunto affixed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

SHARES OF AND IN THE LOT AND THE ESTATE  
ALLOCATED TO VARIOUS UNITS THEREOF

<u>Flat</u>	<u>Floor</u>	<u>Share per Unit</u>	<u>Total Shares</u>
Flat A	1st to 2nd (inclusive)	60	120
Flat B	1st to 2nd (inclusive)	60	120
Flat A	3rd and Roof	60	60
Flat B	3rd and Roof	60	60
14 car parking spaces		1	14
		Total :-	<u>374</u>

THE SECOND SCHEDULE ABOVE REFERRED TO  
EASEMENTS, RESERVATIONS, RIGHTS, PRIVILEGES AND OBLIGATIONS

(1) Each Owner shall hold the Flat and car parking space to the use of which he is entitled hereunder subject to the following rights privileges and obligations PROVIDED that all such easements rights and privileges shall be held and enjoyed subject to the provisions of this Deed and the Estate Rules made hereunder and subject to the rights of the Manager hereinafter provided and to the payment by the Owner of his due proportion of the Manager's Remuneration and Management Expenses :-

- (a) Full right and liberty (but subject always to the rights of the Manager and the Registered Owner hereunder) for the Owner his servants, agents, tenants and licensees (in common with all other persons having the like right) to go pass and repass only over and along the Estate Common Areas for all purposes connected with the proper use and enjoyment of his Flat and car parking space, subject as aforesaid.
- (b) The right to subjacent and lateral support from the other Flats or the foundations thereof and all other parts or the Estate subject as aforesaid.
- (c) The free and uninterrupted passage and running of water sewage gas, electricity, telephone and services from and to the Flat owned by the Owner through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Estate of the Flat for the proper use and enjoyment of the Flat owned by the Owner but subject always to the rights of

the Manager and the Registered Owner hereunder.

(d) The right for the Owner or occupier for the time being with or without servants, workmen and others at all reasonable times on written notice (except in case of emergency) to enter into and upon the other Flats or car parking space for the purposes of carrying out any work necessary for the maintenance and repair of his Flat (as the case may be) or car parking space or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and making good any damage caused thereby.

(2) Easements rights and privileges subject to which each Undivided Share of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Flat and car parking space is held :-

(a) Full right and privilege for the Manager with or without agents, surveyors, workmen and others at all reasonable time, on notice (except in case of emergency), to enter into and upon each Flat and car parking space for the purposes of inspecting, examining and maintaining such Flat and car parking space or any part or parts thereof or any sewers, drains, water-courses, cables, pipe duct, pipes, wires or services therein or any other apparatus and equipment used or installed for the benefit of the Estate and/or Building or any of them or any part or parts thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment.

(b) Easements rights and privileges over along and through each

Flat and car parking space equivalent to those set forth in paragraphs (a) to (d) inclusive of Clause (1) of this Schedule.

Subject always to the rights of the Registered Owner hereunder the Manager shall have full right and authority to control and manage the Estate Common Areas and Estate Common Facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO  
COVENANTS, PROVISIONS AND REGISTRATIONS TO  
BE OBSERVED AND PERFORMED BY THE OWNERS

- (1) Every assignment of an Undivided Share in the Lot and the Estate shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of the assignment.
- (2) Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Estate owned by him and shall indemnify the other Owners from and against all liability therefor.
- (3) Each Owner shall pay to the Manager on the due date his due proportion of the Manager's Remuneration and the Management Expenses payable by such Owner as herein provide.
- (4) No Owner shall make any structural alterations to any part of the Flat or Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Estate whether in separate or common occupation nor will any Owner use, cut, injure, damage, alter or interfere with any part or

parts of the Estate Common Areas or any of the Estate Common Facilities nor any equipment or apparatus on in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner.

(5) No owner will permit or suffer to be done any act or thing in contravention of the terms and conditions in the Crown Lease or the Occupation Permit or whereby any insurance on the Estate or any part thereof may become void and voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the manager the amount of any increase in premia caused by or on account of such breach.

(6) Each Owner shall be responsible for and shall indemnify all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any part of the Estate owned by him or any person using such part of the Estate with his consent expressed or implied or by or through or in any way owing to the overflow of water therefrom.

(7) Each Owner shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent expressed or implied any part or parts of the Estate owned by him and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs, charges and expenses shall be recoverable by the

Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Estate for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

(8) No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Estate or the Flat owned by him or any part or parts thereof.

(9) No Owner shall do or permit or suffer to be done and each Owner will take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Estate at any time and/or the management and the maintenance of the Estate.

(10) Each Owner shall maintain in good repair and condition to the satisfaction of the Manager and in such a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Estate that part of the Estate owned by him including but not limited to the air-conditioning facilities for his own Flat and the condensing unit for such air-conditioning facilities installed on the roof of the Building.

(11) No Owner will use or permit or suffer the Flat owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the

other Owners and occupiers for the time being.

(12) No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

(13) No part of the Estate Common Areas shall be obstructed or incumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner will do or suffer or permit to be done anything in such Estate Common Areas as may be or become nuisance to any other Owners or occupiers of the Estate.

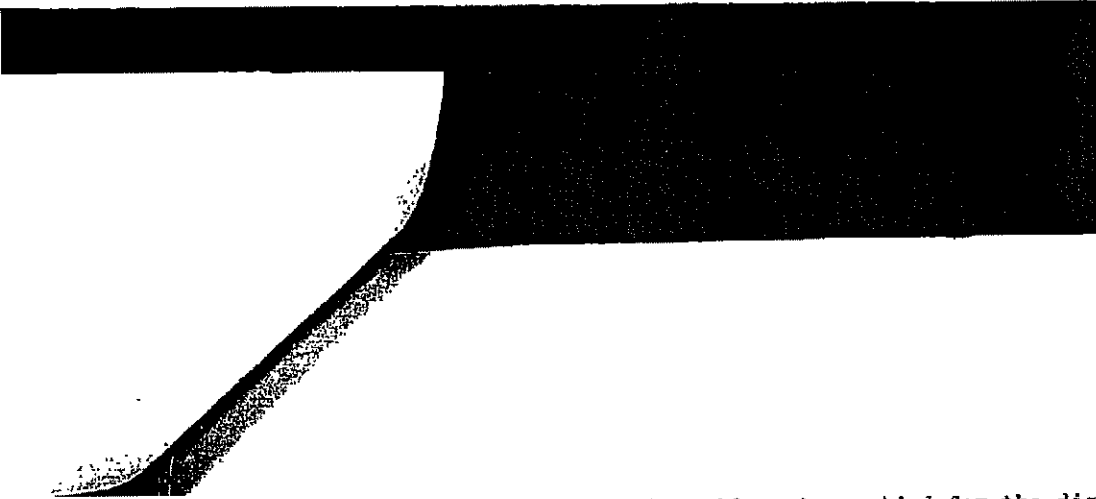
(14) The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the Estate Rules (if any) covering the same.

(15) No Owner shall be entitled to connect any installation to any aerial installed by the Manager except with the permission of the Manager and in accordance with any Estate Rules relating to the same.

(16) No Owner shall affix or install any illegal structures, chimneys, neon signs, or signs of any kind on the external walls or any other part of the Building.

(17) No Owner shall do or permit to be done any act or thing which may or will alter the external appearance of any Building without the prior consent in writing of the Manager.

(18) No Owner shall throw out or discard or permit or suffer to be thrown out of or discarded from the Flat owned by him any refuse, rubbish, litter or other article or thing whatsoever



except using the facilities (if any) provided for the disposal thereof.

(19) All Owners shall at all times observe and perform the Estate Rules.

(20) Each Owner may at his own expense install in the Flat owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Estate.

(21) No clothing or laundry shall be hung outside any Flat or any part thereof (other than in the spaces specifically provided therefor) or in the Estate Common Areas.


(22) No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Estate may be clogged or the efficient working thereof may be impaired.

(23) Car Parking Space in the Estate shall only be used for the purpose of parking vehicles and no goods of any description may be stored thereon.

(24) The Manager shall have the power and right to remove any animals from a Flat if in the opinion of the Manager, such animals were causing a nuisance to other Owners or occupiers of other Flats.

(25) All Flats must be used for residential purposes only and may not be used for any form of commercial letting or occupancy in bed spaces or cubicles.

(26) No Owners shall erect or place or cause or permit to be erected or placed any advertising sign or illegal structure on any of the Roofs or any part thereof and the manager shall have the right to remove anything erected or placed on any Roof in



contravention of this provision at the cost and expense of the Owner.

(27) No Owners shall affix or install onto the exterior walls or through the windows of the Building any air-conditioners other than at the air-conditioning hoods already provide.

(28) No Owner shall store or permit to be stored in any flat any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

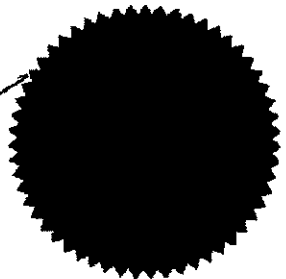
(29) The Owner of the private garden on the Ground Floor and the First Floor and the yard on the First Floor of the Building shall be responsible for the costs and expenses of keeping the same in respect of which such owner shall have the exclusive use occupation and enjoyment in good tenantable repair and condition; and

(30) The Owner of such portion of the roof of the Building shall have the exclusive use occupation and enjoyment of such portion of the roof and shall be responsible for the costs and expenses of keeping such roof in respect of which such owner shall have the exclusive use, occupation and enjoyment in good tenantable repair and condition Provided that the parties hereto or the other co-owners and the Manager for the time being of the Lot and the Building shall have access to the roof of the Building only FIRST in the event of fire or other emergencies as a means of escape and SECONDLY to install and inspect and repair the chimneys, the cooling towers and its related accessories and equipment and pipes, the water tanks (if any) and/or other machine or equipments thereto.

THE REGISTERED OWNER

SEALED with the COMMON SEAL  
of the KO YEW CO. LTD. in  
the presence of and SIGNED  
by Mr. Liu Lit Man and  
Mr. Liu Lit Mo, its directors  
whose signatures are verified  
by :-

*[Handwritten signature]*  
*[Handwritten signature]*



PEGGY P. LIU  
SOLICITOR

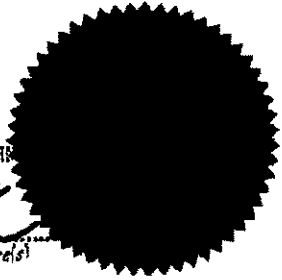
Solicitor, Hong Kong.

THE FIRST PURCHASER

SEALED with the COMMON SEAL )  
of WONDER VIEW INVESTMENT )  
LIMITED in the presence of )  
and SIGNED by Mr. Liu Chun Nin )  
Wilfred and Mr. Liu Chun Shing )  
Jimmy, its directors )  
whose signature is verified )  
by :-

For and on behalf of  
WONDER VIEW INVESTMENT LIM  
德律風有限公司

*[Handwritten signature]*  
Author(s) Signature(s)



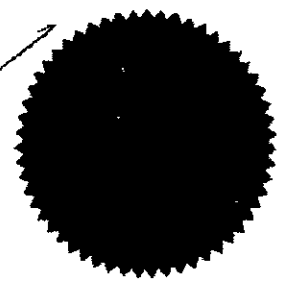
PEGGY P. LIU  
Solicitor, Hong Kong.

*[Handwritten signature]*

THE MANAGER

SEALED with the COMMON SEAL  
of LIU CHONG HING PROPERTY  
MANAGEMENT & AGENCY LTD. and  
SIGNED by Mr. Liu Lit Man and  
Mr. Liu Lit Mo  
whose signature(s) is/are  
verified by :-

*[Handwritten signature]*



*[Handwritten signature]*

PEGGY P. LIU

Solicitor, Hong Kong.

Dated the 7th day of August 1989

RO YEW COMPANY LIMITED  
( 高優有限公司 )

and OTHERS

\*\*\*\*\*

DEED OF MUTUAL COVENANT

of

THE 'REMAINING' PORTION OF RURAL


BUILDING LOT NO.178

FAIRVIEW COURT ( 富慧閣 )

\*\*\*\*\*

REGISTERED in the Land Office, by  
Memorial No. **4179592**

on -5 SEP 1989

  
p. Land Officer

Stevenson, Wong & Co.,  
Solicitors and Notaries,  
14th Floor, Swire House,  
11, Chater Road,  
Hong Kong.

Ref: LP/CV20403/89/ML

**MEMORIAL of an instrument to be registered in the Land Registry  
under the Land Registration Ordinance**

依據土地註冊條例在土地註冊處註冊的文書之註冊摘要



註冊摘要編號  
Memorial No.:  
08031700900203

接獲日期  
(日/月/年)  
Received On  
(DD/MM/YYYY):  
17/03/2006

Solicitors Code of lodging firm 交付文書律師行的律師代號  00027601	Registration Fee 註冊費用	Please tick the appropriate box 請選擇合適方格					Other (please specify) 其他(請註明)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$
		\$210	\$230	\$450	\$1000	\$2000	
Nature and object of the instrument 文書的性質及目的  DEED OF RECTIFICATION							

Property Reference Number (if any) 物業參考編號 (如有的話)  
Please refer to attached sheet

Address (if applicable; including the address in the Chinese language, if known) 地址 (如適用, 包括所知悉的中文地址)  
Please refer to attached sheet

Undivided Shares (if any) 所佔的不分割份數(如有的話) Please refer to attached sheet

Lot Number(s) 地段編號  
The Remaining Portion of Rural Building Lot No.178

Date of instrument 文書日期	24/ 02/ 2006 Day 日 Month 月 Year 年	Consideration 代價 Nil
----------------------------	--------------------------------------	-------------------------

Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱 (包括所知悉的中文姓名或名稱)	In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./Travel Document No./Company No./etc.) 如涉及業權轉變, 請註明各方的身分識別號碼(身分證號碼、旅行證件號碼、公司編號等)	Status of parties (Assignor/ Assignee/etc.) 各方的身分(出讓人、受讓人等)	Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分
Ko Yew Company Limited (高優有限公司)		Registered Owner	
Wonder View Investment Limited (德懋投資有限公司)		First Purchaser	
Liu Chong Hing Property Management & Agency Limited		Manager	
Liu Chong Hing Bank Limited (廖創興銀行有限公司)		Bank	

Memorial number (including district code identifier, if applicable) of transaction satisfied 被交付的文書之註冊摘要編號 (包括地區標識代號, 如適用)	N/A	Stamp Office Instrument Reference No. 印花稅署文書編號	N/A	Stamp Duty 印花稅	\$ Nil
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On this 16th day of March, 2006, LIU LAI YUN AMANDA  
於 2006 年 3 月 16 日, 本人 (姓名) LIU LAI YUN AMANDA  
of (name of solicitors firm) Gallant, Y. T. Ho & Co., Hong Kong, Solicitor  
為 (律師行名稱) 的香港律師  
hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.  
在此核實上述註冊摘要, 是錄載其內所列各項詳情的確當真實敘述, 以符合《土地註冊規例》的規定。

20 R Lg BY2

Hong Kong 香港

✓ Property Reference Number 物業參考編號

(1) A1982524; (2) A1982546; (3) B7784614; (4) A1982552; (5) A1982539; (6) A1982565; (7) B5769784; (8) A1982574; (9) C0801374; (10) B7784621; (11) A1982585; (12) A1982597; (13) B5432663; (14) B8991276; (15) A1982609; (16) A1982615; (17) A1982620; (18) A1982631; (19) A1982648; (20) B8452675

Address 地址

(1) Flat A, 1st Floor together with Private Gardens and Yard appurtenant thereto, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (2) Flat B, 1st Floor together with Private Garden and Yard appurtenant thereto, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (3) Flat A, 2nd Floor, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (4) Flat B, 2nd Floor, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (5) Flat A, 3rd Floor together with Portion of the Roof thereabove, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (6) Flat B, 3rd Floor together with Portion of the Roof thereabove, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (7) Car Parking Space No.1, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (8) Car Parking Space No.2, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (9) Car Parking Space No.3, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (10) Car Parking Space No.4, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (11) Car Parking Space No.5, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (12) Car Parking Space No.6, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (13) Car Parking Space No.7, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (14) Car Parking Space No.8, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (15) Car Parking Space No.9, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (16) Car Parking Space No.10, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (17) Car Parking Space No.11, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (18) Car Parking Space No.12, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (19) Car Parking Space No.13, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳); (20) Car Parking Space No.14, Fairview Court, No.94 Repulse Bay Road, Hong Kong (中文地址不詳)

Undivided Shares 所佔的不分割份數

(1) 60/374th; (2) 60/374th; (3) 60/374th; (4) 60/374th; (5) 60/374th; (6) 60/374th; (7) 1/374th; (8) 1/374th; (9) 1/374th; (10) 1/374th; (11) 1/374th; (12) 1/374th; (13) 1/374th; (14) 1/374th; (15) 1/374th; (16) 1/374th; (17) 1/374th; (18) 1/374th; (19) 1/374th; (20) 1/374th

THIS DEED OF RECTIFICATION made the 24th day of February Two thousand and six

BETWEEN KO YEW COMPANY LIMITED (高優有限公司) whose registered address is situate at 7th Floor, New World Tower 2, 18 Queen's Road Central, Hong Kong ("the Registered Owner") of the first part,

WONDER VIEW INVESTMENT LIMITED (德懋投資有限公司) whose registered address is situate at Room 303, Dominion Centre, 43-59 Queen's Road East, Hong Kong ("the First Purchaser") of the second part,

LIU CHONG HING PROPERTY MANAGEMENT & AGENCY LIMITED whose registered address is situate at 7th Floor, New World Tower 2, 18 Queen's Road Central, Hong Kong ("the Manager") of the third part and

LIU CHONG HING BANK LIMITED (廖創興銀行有限公司) whose registered address is situate at Ground Floor, New World Tower 2, 16-18 Queen's Road Central, Hong Kong ("the Bank") of the fourth part.

DEFINITIONS:-

- |                           |   |
|---------------------------|---|
| "Building"                | The building erected on the Lot with residential units intended for domestic use.   |
| "Deed of Mutual Covenant" | The Deed of Mutual Covenant dated 7th August 1989 and registered in the Land Registry by Memorial No.UB4179592.   |
| "Estate"                  | The whole of the development on the Lot known as Fairview Court (富慧閣) including all the building car parking spaces and structures therein.   |
| "Flat"                    | A residential unit in the Building.   |
| "Government"              | The Government of the Hong Kong Special Administrative Region.  |
| "Lot"                     | The Remaining Portion of Rural Building Lot No.178.   |
| "Mortgage"                | The Mortgage dated 7th August 1989 and registered in the Land Registry by Memorial No.UB4179593 as supplemented by the Deed of Variation & Further Charge dated 27th May 1998 and registered in the Land Registry by Memorial |



No.UB7509652.

- “Owners”** The Registered Owner, the First Purchaser and any person who may hereafter become the registered owner or mortgagee of any Undivided Shares in the Lot and the Estate including joint tenants or tenants in common and its or his/her or their executors, successors and assigns and includes references to the Owner or Owners for the time being where Undivided Shares in the Lot and the Estate entitle him or them to the exclusive right to use occupy and enjoy a part of the Estate. The expression Owners shall not include a mortgagee save and except in the circumstances stated in Clause (7) of Section V of the Deed of Mutual Covenant.
- “Swimming Pool”** The swimming pool and all ancillary equipment (including the pump room and filtration plant room for the swimming pool and structures (including the paddling pool, if any)) erected on the Building.
- “Undivided Shares”** All Those 374 equal undivided parts or shares of and in the Lot and the Estate allocated as set out in the First Schedule to the Deed of Mutual Covenant.

WHEREAS:-

- (1) The Registered Owner and the First Purchaser as co-owners of the Lot and the Estate and the Manager have entered into the Deed of Mutual Covenant for the purpose of making provisions for the management, maintenance, insuring and servicing of the Lot, the Estate and its equipment, services and apparatus, and the Swimming Pool, and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot, the Estate and the Swimming Pool and to provide for a due proportion of the common expenses of the Lot and the Estate to be borne by the Owners.
- (2) The First Purchaser has, by the Mortgage, subsequently mortgaged its interest of and in the Lot and the Estate to the Bank to secure the obligations and liabilities referred to therein.
- (3) The Registered Owner, the First Purchaser and the Manager have agreed to rectify certain provisions in the Deed of Mutual Covenant in the manner hereinafter appearing and the Bank has joined in to signify its consent to the execution of this Deed:

NOW THIS DEED WITNESSETH that the parties hereby confirm and declare as follows:-

- (1) The word "registered" in the fifth line of page 1 of the Deed of Mutual Covenant shall be deleted and substituted with the word "Registered".
- (2) The definition of "Estate Common Areas" in Clause (1)(a) of the Recital of the Deed of Mutual Covenant shall be deleted and substituted with the following definition:

"Estate Common Areas" Those parts of the Lot and the Estate not otherwise specifically assigned to or reserved for the exclusive use of an Owner and shall include, but not be limited to, the swimming pool (hereinafter defined), drive way, loading bay, footpath, walkway, roads, green areas, open spaces (other than those open spaces appurtenant to a Flat), the ramps, steps and staircases (other than those steps and staircases appurtenant to a Flat), the entrances and halls, lifts, lift lobbies, entrance lobbies, passages, landings, the metal railings, gate, fence walls, emergency access land, playgrounds, flower beds, sun deck, barbecue area, garden (other than those private gardens appurtenant to a Flat), lawn, pond, the retaining walls, the external walls and all other areas within the Lot and the Estate intended for the common use and benefit of the Owners of the Lot and the Estate.

- (3) The term ""Facilities"" at the margin of the second last line of page 2 of the Deed of Mutual Covenant shall be deleted and substituted with the terms ""Facilities" or "Estate Common Facilities"".
- (4) The words "the said premises and the said Building" in the eighteenth and nineteenth lines of page 3 of the Deed of Mutual Covenant shall be deleted and substituted with "the Estate and the Building".
- (5) The word "above" in the second last line of Clause (5) of the Recital of the Deed of Mutual Covenant shall be deleted and substituted with the word "thereabove".
- (6) The table in the First Schedule to the Deed of Mutual Covenant shall be

deleted and substituted with the table set out in the First Schedule annexed hereto.

- (7) Save as varied or modified by this Deed, the provisions of the Deed of Mutual Covenant shall remain in full force and effect.

THE FIRST SCHEDULE ABOVE REFERRED TO

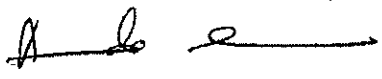
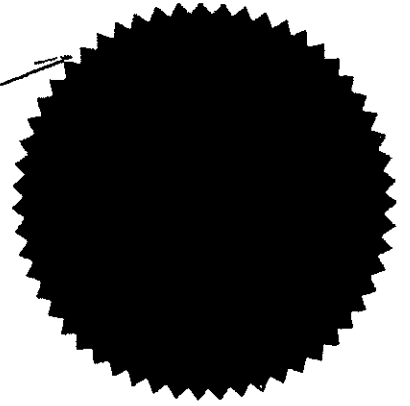
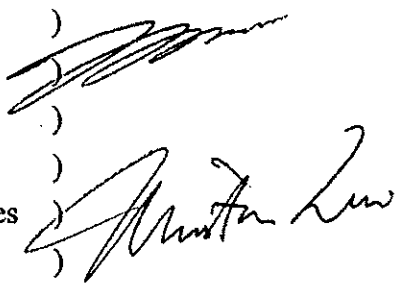
SHARES OF AND IN THE LOT AND THE ESTATE  
ALLOCATED TO VARIOUS UNITS THEREOF

<u>Floor</u>	<u>Flat</u>	<u>Share per Unit</u>	<u>Total Shares</u>
1st Floor	Flat A together with private gardens and yard appurtenant thereto (as shown on the plan in respect of Flat A on the 1st Floor annexed hereto and thereon coloured pink)	60	60
1st Floor	Flat B together with private garden and yard appurtenant thereto (as shown on the plan in respect of Flat B on the 1st Floor annexed hereto and thereon coloured pink)	60	60
2nd Floor	Flat A	60	60
2nd Floor	Flat B	60	60
3rd Floor	Flat A together with portion of the roof thereabove	60	60
3rd Floor	Flat B together with portion of the roof thereabove	60	60
(	14 car parking spaces	(1)	14
		Total:-	<u>374</u>

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

SEALED with the Common Seal of )  
KO YEW COMPANY LIMITED )  
(高優有限公司) and SIGNED by )  
Liu Lit Mo and )  
Liu Kam Fai, Winston )

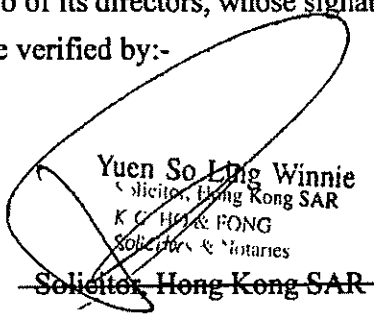
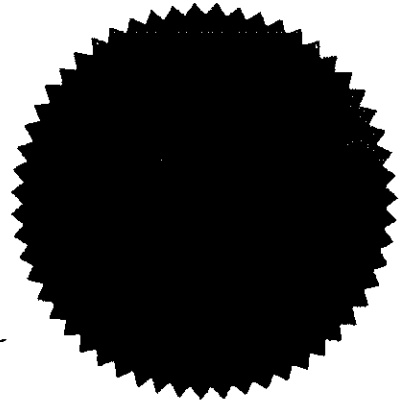
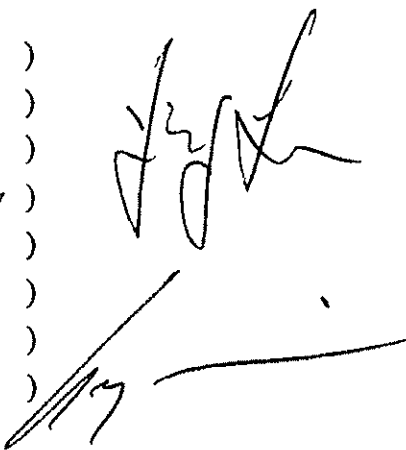
two of its directors, whose signatures  
are verified by:-



LIU LAI YUN AMANDA  
Solicitor, Hong Kong SAR

SEALED with the Common Seal of )  
WONDER VIEW INVESTMENT )  
LIMITED (德懋投資有限公司) and )  
SIGNED by Liu Chun Shing Jimmy )  
and Liu Suk Wai Stephanie )

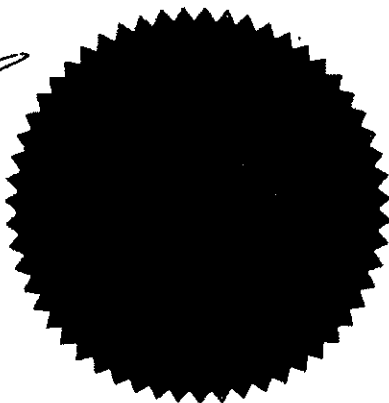
two of its directors, whose signatures  
are verified by:-



Yuen So Ling Winnie  
Solicitor, Hong Kong SAR  
K C HO & PONG  
Solicitors & Notaries  
~~Solicitor, Hong Kong SAR~~

SEALED with the Common Seal of )  
LIU CHONG HING PROPERTY )  
MANAGEMENT & AGENCY )  
LIMITED and SIGNED by )  
Liu Lit Mo and )  
Liu Kam Fai, Winston )  
  
two of its directors, whose signatures )  
are verified by:- )

*[Handwritten signature]*  
*[Handwritten signature: Winston Liu]*

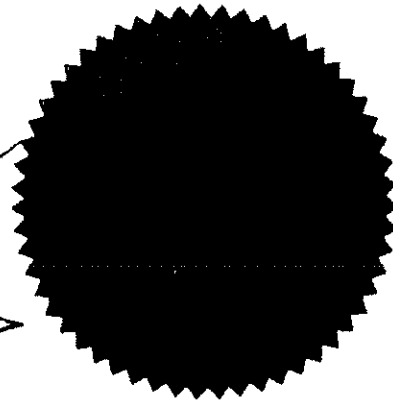


*[Handwritten signature]*

LIU LAI YUN AMANDA  
Solicitor, Hong Kong SAR

SEALED with the Common Seal of )  
LIU CHONG HING BANK LIMITED )  
(廖創興銀行有限公司) and SIGNED )  
by Mr. Lau Wai Man )  
Executive Director )  
Mr. Jin Shui Sang, Frank )  
Executive Director )  
  
two of its directors, whose signatures )  
are verified by:- )

*[Handwritten signature]*  
*[Handwritten signature]*



*[Handwritten signature]*

LIU LAI YUN AMANDA  
Solicitor, Hong Kong SAR

Dated the 24th day of February 2006.

**KO YEW COMPANY LIMITED**  
(高優有限公司)

and

**WONDER VIEW INVESTMENT LIMITED**  
(德懋投資有限公司)

and

**LIU CHONG HING PROPERTY  
MANAGEMENT & AGENCY LIMITED**

and

**LIU CHONG HING BANK LIMITED**  
(廖創興銀行有限公司)

---

**DEED OF RECTIFICATION**

---



註冊摘要編號 Memorial No.:  
**06031700900203**

本文書於2006年3月17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 17 March 2006.

土地註冊處處長  
Land Registrar

Ref: H287-1043-2005(11)-6

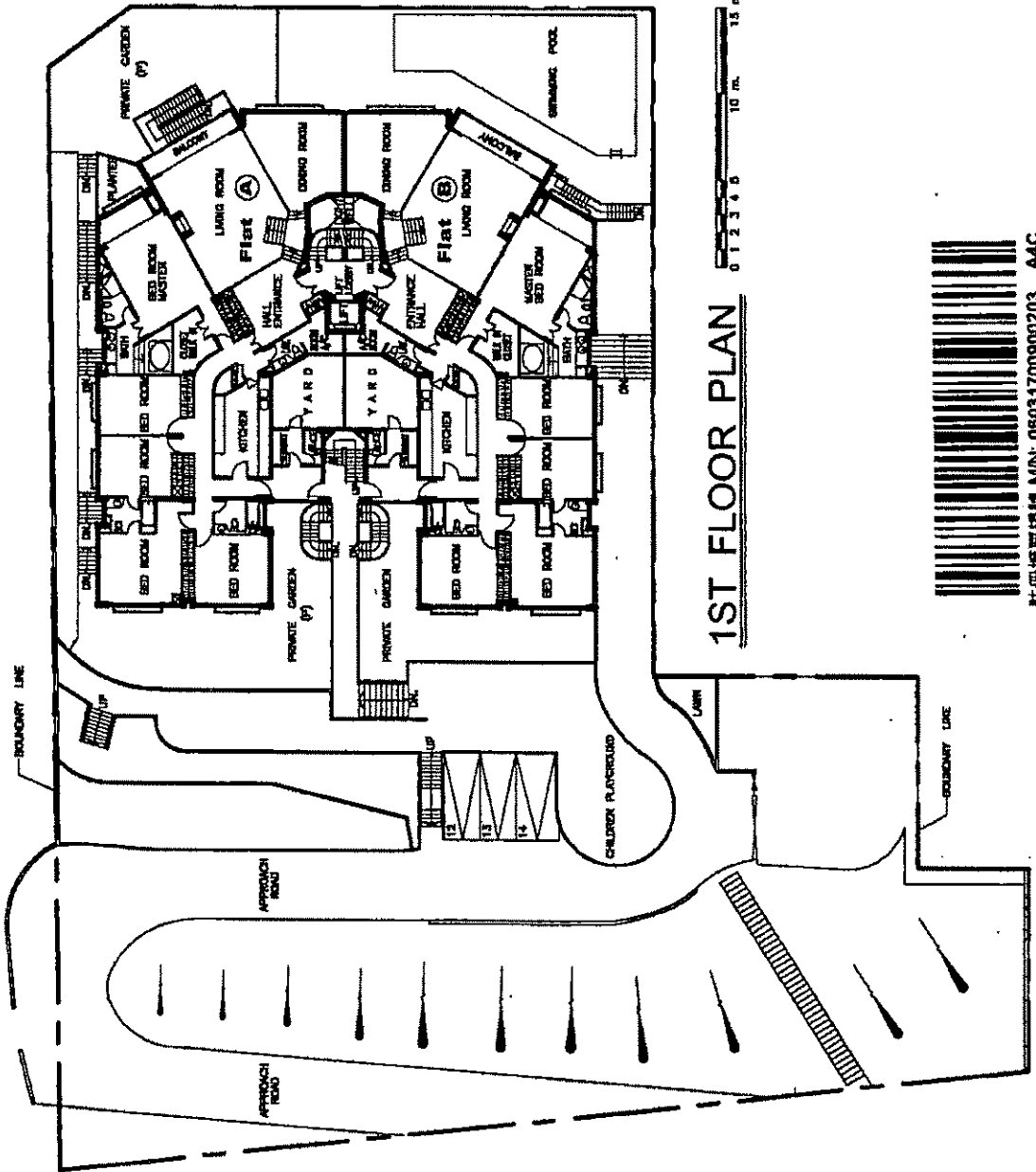
**何耀棟律師事務所**

香港總行	:	康樂廣場一號怡和大廈五樓	電話: 二五二六 三三三六 (十五線)
九龍分行	:	旺角彌敦道 625 號雅蘭中心二期三樓 301-4 室	電話: 二三三二 〇七五一 (十線)
荃灣分行	:	荃灣青山道南豐中心十六樓 1601-2 室	電話: 二四九三 八二七七 (六線)
廣州辦事處	:	中國廣州市環市東路 368 號花園酒店花園大廈 830 室	電話: 八三三三 八九九九轉八三〇

**Gallant Y. T. Ho & Co., Solicitors and Notaries**

HONGKONG HEAD OFFICE	JARDINE HOUSE, 5TH FLOOR, 1 CONNAUGHT PLACE, HONG KONG	TEL: 2526 3336
KOWLOON BRANCH	ROOMS 301-4, TWO GRAND TOWER, 625 NATHAN RD., MONGKOK, KOWLOON	TEL: 2332 0751
TSUEN WAN BRANCH	NAN FUNG CENTRE, ROOM 1601-2, CASTLE PEAK RD., NEW TERRITORIES	TEL: 2493 8277
GUANGZHOU OFFICE	SUITE 830, GARDEN TOWER, GARDEN HOTEL, 368 HUAN SHI DONG LU, GUANGZHOU, CHINA	TEL: 83389993EXT830

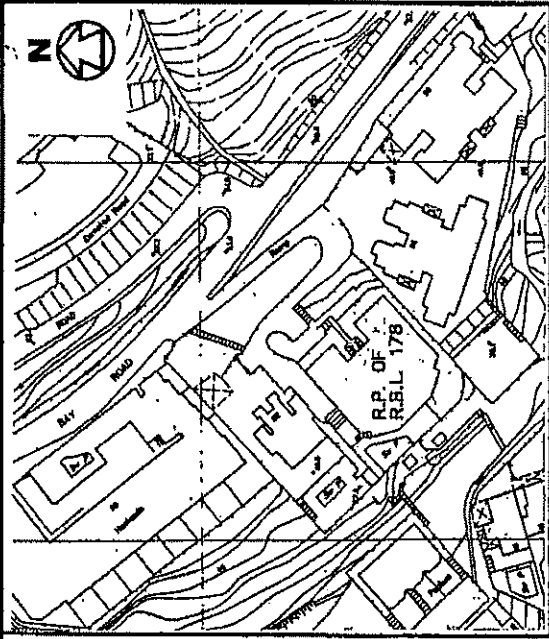
FLAT A, 1/F, FAIRVIEW COURT,  
 NO. 94 REPULSE BAY ROAD,  
 R.P. OF R.B.L. 178,  
 HONG KONG.



1ST FLOOR PLAN



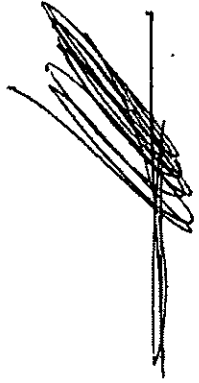
註冊編號 MN: 08031700800203 A4C



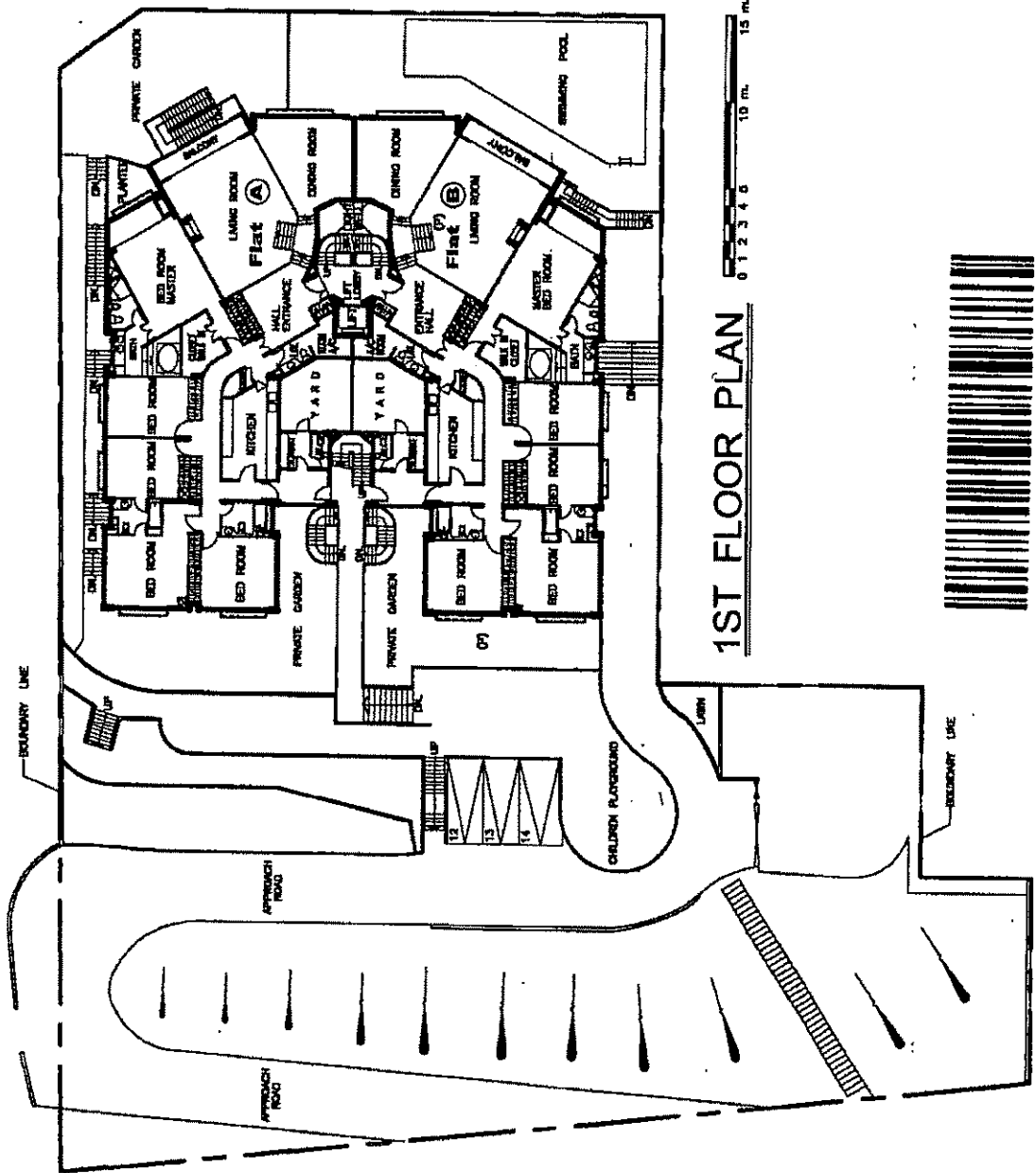
BLOCK PLAN

LEGEND :  
 (P) = PINK

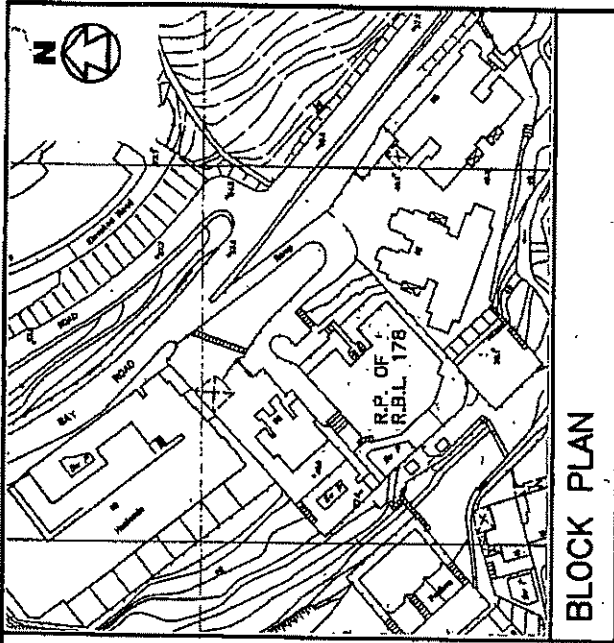
KHO KIEM AN  
 AUTHORIZED PERSON  
 REGISTERED ARCHITECT



FLAT B, 1/F, FAIRVIEW COURT,  
 NO. 94 REPULSE BAY ROAD,  
 R.P. OF R.B.L. 178,  
 HONG KONG.

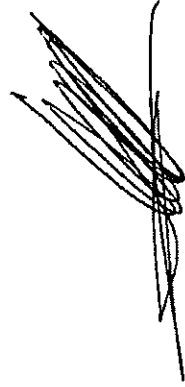


1ST FLOOR PLAN



BLOCK PLAN

LEGEND :  
 (P) = PINK



KHO KIEM AN  
 AUTHORIZED PERSON  
 REGISTERED ARCHITECT



註冊編號 08031700800203 AAC