FORTUNE CHOICE DEVELOPMENT LIMITED

And

And

FORTUNE ASCENT PROPERTY MANAGEMENT LIMITED

and

CHINA EVERBRIGHT BANK CO. LTD., HONG KONG BRANCH

SUB-DEED OF MUTUAL COVENANT

of

TUEN MUN TOWN LOT NO. 500

MAYER BROWN 好士打

DPYT/ATSY/17554974

THIS SUB-DEED OF MUTUAL COVENANT

made the 24th day of August 2021

BETWEEN:-

- (1) FORTUNE CHOICE DEVELOPMENT LIMITED (福彩發展有限公司) whose registered office is situate at 17th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong (hereinafter called the "First Owner" which expression shall where the context so admits include his successors and assigns) of the first part;
- of Flat on Floor of Tower 5 of Phase 2 of Emerald Bay, No.8 Kwun Chui Road, Tuen Mun, New Territories (hereinafter called the "**Phase 2 First Assignee**" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part;
- (3) FORTUNE ASCENT PROPERTY MANAGEMENT LIMITED (升裕物業管理 有限公司) whose registered office is situate at 23rd Floor, China Evergrande Centre, 38 Gloucester Road, Wanchai, Hong Kong (hereinafter called the "Manager", as defined in the Principal Deed (as hereinafter defined) of the third part; and
- (4) CHINA EVERBRIGHT BANK CO. LTD., HONG KONG BRANCH of 23/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong in its capacity as security agent for the benefit of the Secured Parties (as defined in the Building Mortgage referred to below) (hereinafter called the "Security Agent") of the fourth part.

WHEREAS:-

- (A) This Sub-Deed is supplemental to the Principal Deed of Mutual Covenant incorporating Management Agreement registered in the Land Registry by Memorial No.21062903010268 (the "**Principal Deed**").
- (B) Immediately prior to the Assignment to the **Phase 2 First Assignee** hereinafter referred to the First Owner is the registered owner of and entitled to All Those 37,000 equal undivided 73,000th parts or shares of and in the **Land** (as defined in the Principal Deed) and of and in the **Development** (as defined in the Principal Deed) subject to the Building Mortgage (as defined in the Principal Deed) Together with the sole and exclusive right and privilege to hold use occupy and enjoy the whole of Phase 2 of the Development now known as "Emerald Bay (恒大・珺瓏灣)" subject to and with the benefit of the **Government Grant** (as defined in the Principal Deed) and the Principal Deed.
- (C) Phase 2 of the Development has been completed and an Occupation Permit in respect thereof has been issued.
- (D) For the purpose of sale, All Those 37,000 equal undivided 73,000th parts or shares referred to in recital (B) are sub-allocated to the various parts of Phase 2 of the

Development in the manner set out in the Schedule hereto.

- (E) By a Partial Release/Reassignment dated 24 August 2021 and registered in the Land Registry prior to these presents, the Phase 2 First Assignee's Unit (as hereinafter defined) was released/reassigned by the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) to the Phase 2 First Assignee freed and absolutely discharged and released from the Building Mortgage.
- (F) By an Assignment bearing even date herewith and made between the First Owner of the one part and the Phase 2 First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the Phase 2 First Assignee All Those 28 equal undivided 73,000th parts or shares of and in the Land and the Development Together with the sole and exclusive right and privilege to hold use occupy and enjoy All Those premises known as FLAT D on the EIGHTH FLOOR of TOWER 5 of Phase 2 (the "Phase 2 First Assignee's Unit") Subject to and with the benefit of the Government Grant and the Principal Deed.
- (G) The parties hereto have agreed to enter into this Sub-Deed in the manner hereinafter appearing.
- (H) The Director of Lands has given its approval to this Sub-Deed in accordance with Special Condition No. (20)(a) of the Government Grant.

NOW THIS SUB-DEED WITNESSETH as follows:-

SECTION I

1. **Definitions and Interpretation**

1.1 In this Sub-Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

"Bicycle Parking Space In Phase 2"

means all those eighty-two (82) Bicycle Parking Spaces situated on the basement floor within Phase 2, which are for the purpose of identification only shown and coloured brown and marked nos. B7 to B26, B33 to B40 and B68 to B121 on the plans nos. A/S-DMC/01, A/S-DMC/02 and A/S-DMC/04 annexed to this Sub-Deed, and the accuracy of which is certified by or on behalf of the Authorized Person;

"Carpark Common Areas and Facilities In Phase 2"

means those part of the Carpark situated within Phase 2 which are intended for the common use and benefit of the Carpark as a whole and not just any particular part thereof, which are, subject to the provisions of the Principal Deed and this Sub-Deed, to be used by the resident(s) of the Residential Units and their bona fide guest(s), visitor(s) or invitee(s), in common with all other resident(s) of the Residential Units and their bona fide guest(s), visitor(s) or invitee(s). The Carpark Common Areas and Facilities In Phase 2 are for the purpose of identification only shown and coloured indigo on the plans nos.

A/S-DMC/01, A/S-DMC/02, A/S-DMC/03 and A/S-DMC/04 annexed to this Sub-Deed, and the accuracy of which is certified by or on behalf of the Authorized Person, which said parts include but not limited to:-

- (a) that part of the Carpark situated within Phase 2 (except the Bicycle Parking Spaces, the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Visitors' Parking Spaces and the Residential Car Parking Spaces for Disabled Persons);
- (b) such other areas and facilities within Phase 2 to be designated for the common use and benefit of the Carpark

PROVIDED THAT where appropriate, if (i) any parts of the Carpark situated within Phase 2 covered by paragraph (a) of the definition of "common part" set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore, provided that such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities In Phase 2,

but shall exclude the Estate Common Areas and Facilities In Phase 2, the Residential Common Areas and Facilities In Phase 2 and the Residential Tower Common Areas and Facilities In Phase 2;

"Common Areas and Facilities In Phase 2"

means collectively the Estate Common Areas and Facilities In Phase 2, the Residential Common Areas and Facilities In Phase 2, the Residential Tower Common Areas and Facilities In Phase 2 and the Carpark Common Areas and Facilities In Phase 2;

"Estate Common Areas and Facilities In Phase 2"

means those parts within Phase 2 which are intended for the common use and benefit of the Development as a whole and not just any particular part thereof and which are, subject to the provisions of the Principal Deed and this Sub-Deed, to be used by each Owner and occupier of the Development in common with all other Owners and occupiers of the Development. The Estate Common Areas and Facilities In Phase 2 are for the purpose of identification only shown and coloured yellow on the plans nos. A/S-DMC/01, A/S-DMC/03 to A/S-DMC/07 (both inclusive), A/S-DMC/10, A/S-DMC/11 and A/S-DMC/14 annexed to this Sub-Deed, and the accuracy of which is certified by or on behalf of the Authorized Person. The Estate Common Areas and Facilities In Phase 2 include but not limited to:-

(a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or do not form part of the Carpark Common Areas and Facilities In Phase 2, the Residential Common Areas and Facilities In Phase 2 and the Residential Tower Common Areas and Facilities In Phase 2;

- (b) R.C. plinth (reinforced concrete plinth), accessible lavatory, caretaker's quarter, emergency generator rooms, F.S & sprinkler water pump rooms, F.S. and sprinkler water tank pump rooms, main management office, potable & flushing water pump rooms, Management Office (3) and TBE rooms (telecommunications and broadcasting equipment rooms); and
- (c) the communal aerial, lightning conductor equipment, fire protection and fire-fighting system, signal receivers, sewers, drains, storm water drains, water course, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services situated within Phase 2 serving the Development as a whole,

but shall exclude the Residential Common Areas and Facilities In Phase 2, the Residential Tower Common Areas and Facilities In Phase 2 and the Carpark Common Areas and Facilities In Phase 2;

"Greenery Areas In Phase 2"

means the Greenery Areas situated within Phase 2. The locations and the sizes (in area) of the Greenery Areas In Phase 2 are for the purpose of identification only shown and coloured green cross-hatched black for horizontal greening on the Greenery Areas plan no. A/S-DMC/15 annexed to this Sub-Deed, and the accuracy of which is certified by or on behalf of the Authorized Person. The Greenery Areas In Phase 2 shall form part of the Residential Tower Common Areas and Facilities In Phase 2;

"Non-enclosed Areas In Phase 2"

means:-

- (a) the balconies of the Flats that are situated in Phase 2 which are for the purpose of identification only shown stippled black and marked "BAL" on the plans nos. A/S-DMC/08, A/S-DMC/09, A/S-DMC/12 and A/S-DMC/13 annexed to this Sub-Deed, and the accuracy of which are certified by or on behalf of the Authorized Person;
- (b) the covered areas underneath the balcony of First Floor of Tower 3, First Floor of Tower 3A, First Floor of Tower 5 and First Floor of Tower 5A respectively of Phase 2;
- (c) the utility platforms of the Flats that are situated in Phase 2 which are for the purpose of identification only shown cross-hatched black and marked "U.P." on the plans nos. A/S-DMC/08 and A/S-DMC/09 annexed to this Sub-Deed, and the accuracy of which are certified by or on behalf of the Authorized Person; and
- (d) the covered areas underneath the utility platform of First Floor of Tower 3, First Floor of Tower 3A, First Floor of Tower 5 and First Floor of Tower 5A respectively of Phase 2;

"Residential Common Areas and Facilities In Phase 2"

means those parts within Phase 2 which are intended for the common use and benefit of the Residential Accommodation as a whole, and not just any particular part thereof, and which are, subject to the provisions of the Principal Deed and this Sub-Deed, to be used by each Owner and occupier of the Residential Unit in common with all other Owners and occupiers of the Residential Units. The Residential Common Areas and Facilities In Phase 2 are for the purpose of identification only shown and coloured brown on the plans nos. A/S-DMC/01, A/S-DMC/02, A/S-DMC/04, A/S-DMC/05 and A/S-DMC/06 annexed to this Sub-Deed, and the accuracy of which is certified by or on behalf of the Authorized Person. The Residential Common Areas and Facilities In Phase 2 include but not limited to:-

the Bicycle Parking Space In Phase 2, covered landscape areas, planters, the Residential Loading and Unloading Bay In Phase 2 and the twelve (12) Visitors' Parking Spaces that are situated in Phase 2 (which for the purpose of identification only are shown and coloured brown and numbered V11 to V22 respectively on the plans nos. A/S-DMC/01 and A/S-DMC/04 annexed to this Sub-Deed, and the accuracy of which are certified by or on behalf of the Authorized Person)

PROVIDED THAT where appropriate, if (i) any parts of the Residential Accommodation situated within Phase 2 covered by paragraph (a) of the definition of "common part" set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore, provided that such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities In Phase 2,

but shall exclude the Estate Common Areas and Facilities In Phase 2, the Residential Tower Common Areas and Facilities In Phase 2 and the Carpark Common Areas and Facilities In Phase 2;

"Residential Loading and Unloading Bay In Phase 2"

means the two (2) Residential Loading and Unloading Bays that are situated in Phase 2 which are for the purpose of identification only shown and coloured brown and marked "LOADING/UNLOADING BAY L3" and "LOADING/UNLOADING BAY L4" on the plans nos. A/S-DMC/05 and A/S-DMC/06 annexed to this Deed, and the accuracy of which are certified by or on behalf of the Authorized Person;

"Residential Tower Common Areas and Facilities In Phase 2"

means those parts within Phase 2 which are intended for the common use and benefit of the Residential Towers as a whole, and not just any particular part thereof, and which are, subject to the provisions of the Principal Deed and this Sub-Deed, to be used by each Owner and occupier of the Residential Towers, in common with all other Owners and occupiers of the Residential Towers.

The Residential Tower Common Areas and Facilities In Phase 2 are for the purpose of identification only shown and coloured green and coloured green cross-hatched black on the plans nos. A/S-DMC/01 and A/S-DMC/03 to A/S-DMC/15 (both inclusive) annexed to this Sub-Deed, and the accuracy of which are certified by or on behalf of the Authorized Person. The Residential Tower Common Areas and Facilities In Phase 2 include but not limited to:-

- (a) The external walls of the Residential Towers of Phase 2:-
 - (i) including the non-structural prefabricated external walls, the claddings and the architecture fins and features thereon, the curtain wall structure of the Residential Towers of Phase 2 (except the openable parts of the curtain wall structure and such pieces of glass panels wholly enclosing or fronting a Flat, which said openable parts and glass panels shall form parts of the relevant Flats, the glass balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of the roofs which form parts of the relevant Flats), and for the avoidance of doubt, any glass panel forming part of the curtain wall structure of the Residential Towers of Phase 2 that does not wholly enclose a Flat but extends across two or more Flats shall form part of the Residential Tower Common Areas and Facilities In Phase 2;
 - (ii) but excluding those parts enclosing the Estate Common Areas and Facilities In Phase 2, the Residential Common Areas and Facilities In Phase 2 and the Carpark Common Areas and Facilities In Phase 2; and
- common areas for maintenance, steel maintenance platforms, P.D. W/. (b) ALUM. ARCH. FEATURE (pipe duct with aluminium architecture feature), R.C. plinth (reinforced concrete plinth), A/C platforms (including the louvers or grilles thereof (if any)), air ducts, canopies, carpark lift lobbies, caretaker's counters, common flat roofs, curtain walls (excluding windows forming part of the Flats), duct shafts, E.D. (electricity ducts), electricity rooms, E.M.R. (electricity meter rooms), entrance lobbies of Residential Towers, exhaust air ducts, ELV (extra low voltage rooms), fan rooms, flat roofs (common area), F.S. inlets, the Greenery Areas In Phase 2, H.R. (hose reels), horizontal acoustic fins, lifts, lift lobbies, lift machine rooms, lift platforms, lift shafts, maintenance flat roofs, P.D. (pipe ducts), pipe wells, planters, potable water & flushing water pump room, R.S.M.R.RM (refuse storage and material recovery rooms), roof (for common), maintenance roof (for sprinkler control valve cabinets, staircases, T.R.S. (temporary refuse storage spaces), W.M.C. (water meter cabinets), the covered areas underneath the balconies and the covered areas underneath the utility platform which are respectively for the purpose of identification only marked "COVER OF BAL. BELOW" and "COVER OF U.P. BELOW" on the plans nos. A/S-DMC/10 and A/S-DMC/14 annexed to this Sub-Deed, wider common corridors and lift

lobbies (which are for the purpose of identification only shown and coloured green hatched black on the plans nos. A/S-DMC/8, A/S-DMC/9, A/S-DMC/12 and A/S-DMC/13 annexed to this Sub-Deed, and the accuracy of which are certified by or on behalf of the Authorized Person),

but shall exclude the Estate Common Areas and Facilities In Phase 2, the Residential Common Areas and Facilities In Phase 2 and the Carpark Common Areas and Facilities In Phase 2.

- 1.2 Expressions used in this Sub-Deed shall (unless otherwise specifically defined or redefined herein) have the meanings defined in the Principal Deed.
- 1.3 In this Sub-Deed (if the context permits or requires), words importing the singular number shall include the plural number and vice versa, and words importing the masculine, feminine or neuter gender shall include the others of them and words importing persons shall include corporations and vice versa.
- 1.4 Clause headings are inserted for convenience only and for reference, and in no way define, limit, or describe the scope of this Sub-Deed or the intent of any provisions thereof.

SECTION II

2. Rights and Obligations of Owners

- 2.1 The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Phase 2 First Assignee the whole of Phase 2 together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the Phase 2 First Assignee's Unit assigned to the Phase 2 First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to Phase 2 First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of the Principal Deed and this Sub-Deed.
- 2.2 The Phase 2 First Assignee shall at all times hereafter, subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the Phase 2 First Assignee's Unit assigned to the Phase 2 First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.
- 2.3 Each Undivided Share allocated to any part of Phase 2 and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of Phase 2 shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE to the Principal Deed and the express covenants and provisions therein contained.
- 2.4 The Owner or Owners for the time being of each Undivided Share allocated to any part of Phase 2 shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in the Principal Deed and in the THIRD SCHEDULE to the Principal Deed so far as the same relate to such Undivided Share held by him or them, and such Owner shall comply with the Estate Rules from time to time in force so far as the same are binding on such Owner.
- 2.5 Subject to the Government Grant, the Principal Deed and this Sub-Deed, every Owner of Phase 2 shall have the full right and liberty without reference to the other Owners or other persons who may be 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, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith PROVIDED THAT
 - (a) any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of the Principal Deed and this Sub-Deed; and
 - (b) the Parking Spaces shall not be:-
 - (i) assigned except

- (I) together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit; or
- (II) to a person who is already the Owner of Undivided Shares in the Land and the Development with the right of exclusive use and possession of a Residential Unit; or
- (ii) underlet except to residents of the Residential Units

PROVIDED THAT in any event not more than three (3) in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

3. Common Areas and Facilities In Phase 2

- 3.1 The Common Areas and Facilities In Phase 2 shall form part of the Common Areas and Facilities.
- 3.2 The Estate Common Areas and Facilities In Phase 2 shall form part of the Estate Common Areas and Facilities.
- 3.3 The Residential Common Areas and Facilities In Phase 2 shall form part of the Residential Common Areas and Facilities.
- 3.4 The Residential Tower Common Areas and Facilities In Phase 2 shall form part of the Residential Tower Common Areas and Facilities.
- 3.5 The Carpark Common Areas and Facilities In Phase 2 shall form part of the Carpark Common Areas and Facilities.

4. Annual budget

For the avoidance of doubt, upon the execution of this Sub-Deed:-

- (a) the first part of the annual budget referred in Clause 4.7(a) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Estate Common Areas and Facilities In Phase 2;
- (b) the second part of the annual budget referred in Clause 4.7(b) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Residential Common Areas and Facilities In Phase 2;
- (c) the third part of the annual budget referred in Clause 4.7(c) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Residential Tower Common Areas and Facilities In

Phase 2;

(d) the fifth part of the annual budget referred in Clause 4.7(e) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Carpark Common Areas and Facilities In Phase 2.

5. Application of the Principal Deed

All the covenants provisions terms stipulations and agreements and in particular the powers of the Manager contained in the Principal Deed shall in so far as the same are not inconsistent with the covenants and provisions herein contained apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full.

6. Residential Car Parking Spaces and Residential Motor Cycle Parking Space

- 6.1 The seventy eight (78) Residential Car Parking Space are situated in Phase 2 are numbered R111 R188 respectively and are for the purpose of identification only numbered R111 R188 on the plans nos. A/S-DMC/01, A/S-DMC/03 and A/S-DMC/04 annexed to this Sub-Deed, and the accuracy of which are certified by or on behalf of the Authorized Person.
- 6.2 The twelve (12) Residential Motor Cycle Parking Spaces are situated in Phase 2 are numbered M9 M20 respectively and are for the purpose of identification only numbered M9 M20 on the plans nos. A/S-DMC/01, A/S-DMC/03 and A/S-DMC/04 annexed to this Sub-Deed, and the accuracy of which are certified by or on behalf of the Authorized Person.

7. Non-enclosed Areas In Phase 2

All covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of the Non-enclosed Areas In Phase 1 shall apply to the Non-enclosed Areas In Phase 2.

8. Assignment of Common Areas and Facilities In Phase 2

- 8.1 Upon execution of this Sub-Deed, the First Owner shall assign to the Manager as trustee for all Owners free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities In Phase 2 together with the Common Areas and Facilities In Phase 2 subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed.
- 8.2 In the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with the Principal Deed, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities In Phase 2 together with the Common Areas and Facilities In Phase 2 to the new manager upon the same trust.

8.3 If an Owners' Corporation is formed, it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign the Undivided Shares allocated to the Common Areas and Facilities In Phase 2 together with the Common Areas and Facilities In Phase 2 and transfer the management responsibility to it free of costs or consideration and in which event, the Manager shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities In Phase 2 together with the Common Areas and Facilities In Phase 2 and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

9. Chinese translation

The First Owner shall at his own cost provide a direct translation in Chinese of this Sub-Deed and deposit a copy of this Sub-Deed and the Chinese translation in each management office of the Development within one month after the date of this Sub-Deed for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Sub-Deed, the English version of this Sub-Deed approved by the Director of Lands shall prevail.

10. Plans of Common Areas and Facilities In Phase 2

A copy of plans showing the Common Areas and Facilities In Phase 2 certified as to their accuracy by the Authorized Person are annexed to this Sub-Deed and shall be prepared by the First Owner and kept at each management office of the Development and shall be available for inspection by the Owners during normal office hours free of costs and charges.

11. Compliance with the Government Grant

No provision in this Sub-Deed shall conflict with or be in breach of the conditions of the Government Grant and all the Owners (including the First Owner) and the Manager shall comply with the conditions of the Government Grant so long as they remain as owners and manager and nothing herein contained shall prejudice the application or operation of or shall contradict or overrule the Building Management Ordinance and the Schedules thereto and any amendment or amendments thereto or any substitutions thereof.

12. Covenants to the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties)

(a) In consideration of the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) having entered into this Sub-Deed in its capacity as security agent for the benefit of the Secured Parties under the Building Mortgage, the First Owner hereby covenants with the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) that the First Owner shall (i) fully observe and perform all the covenants contained in the Principal Deed and this Sub-Deed and to be observed and

performed by the First Owner while any Undivided Share or interest in any part of the Land and the Development shall remain subject to the Building Mortgage and (ii) keep the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) fully and effectually indemnified against the non-observance and non-performance of any of the said covenants and the non-payment of the sums payable thereunder.

(b) Notwithstanding anything herein contained, until such time as the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) enters into possession of the Land and the Development or exercises the power of sale conferred on the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) under or in accordance with the Building Mortgage, the covenants and obligations in the Principal Deed and this Sub-Deed contained and the liability for making any payment under the Principal Deed and this Sub-Deed and the other burden and restrictions therein imposed shall not be binding upon the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) and no liability for any payment under the Principal Deed and this Sub-Deed shall be binding on the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) in respect of any sums accrued prior to the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) entering into possession or exercising the power of sale.

13. Sub-Deed binding on executors, etc.

The covenants and provisions of the Principal Deed and this Sub-Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Units of Phase 2 and Common Areas and Facilities In Phase 2 and to the Undivided Share or Shares held therewith.

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

THE SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares and Management Shares

Section 1: Summary

Phase 2

| Part | Unit | Undivided Shares | Management Shares | | |
|------|--|-------------------------|-------------------|--|--|
| A. | Residential Units (Flats) | 32,920 | 32,920 | | |
| B. | Residential Car Parking Spaces | 468 | 468 | | |
| C. | Residential Motor Cycle Parking Spaces | 12 | 12 | | |
| D. | Common Areas and Facilities | 3,600 | 0 | | |
| | Total: | 37,000 | 33,400 | | |

Section 2: Schedule of Allocation

Phase 2

Residential Units (Flats) A.

| Tower | Floor | Flat | Undivided Share | Management Share | | |
|---------|--------------------------------------|------------|-------------------------------------|-------------------------------------|--|--|
| | | В ^ | 28 | 28 | | |
| | | C ^ | 27 | 27 | | |
| | | D ^ | 27 | 27 | | |
| | | E ^ | 27 | 27 | | |
| | | F ^ | 27 | 27 | | |
| | | G ^ | 42 | 42 | | |
| | G/F | Н ^ | 27 | 27 | | |
| | | J ^ | 27 | 27 | | |
| | | K ^ | 29 | 29 | | |
| | | L ^ | 20 | 20 | | |
| | | M ^ | 19 | 19 | | |
| | | N ^ | 18 | 18 | | |
| | | P ^ | 19 | 19 | | |
| | | A # | 30 | 30 | | |
| | | B # | 29 | 29 | | |
| | | C # | 28 | 28 | | |
| | | D # | 28 | 28 | | |
| | | E # | 28 | 28 | | |
| | | F # | 28 | 28 | | |
| | 1/E | G * | 44 | 44 | | |
| | 1/F | H # | 28 | 28 | | |
| Tower 3 | | J # | 28 | 28 | | |
| | | K # | 29 | 29 | | |
| | | L # | 29 | 29 | | |
| | | M # | 20 | 20 | | |
| | | N # | 20 | 20 | | |
| | | P # | 21 | 21 | | |
| | | A # | $30 \operatorname{each} x 18 = 540$ | $30 \operatorname{each} x 18 = 540$ | | |
| | | B # | 29 each x $18 = 522$ | $29 \operatorname{each} x 18 = 522$ | | |
| | | C # | $28 \operatorname{each} x 18 = 504$ | $28 \operatorname{each} x 18 = 504$ | | |
| | | D # | $28 \operatorname{each} x 18 = 504$ | $28 \operatorname{each} x 18 = 504$ | | |
| | | E # | 28 each x 18 = 504 | $28 \operatorname{each} x 18 = 504$ | | |
| | | F # | $28 \operatorname{each} x 18 = 504$ | $28 \operatorname{each} x 18 = 504$ | | |
| | 0/E 2/E 5/E 10/E | G * | $44 \operatorname{each} x 18 = 792$ | 44 each x 18 = 792 | | |
| | 2/F, 3/F, 5/F – 12/F, 15/F – 22/F | H # | $28 \operatorname{each} x 18 = 504$ | $28 \operatorname{each} x 18 = 504$ | | |
| | 1 | J # | $28 \operatorname{each} x 18 = 504$ | $28 \operatorname{each} x 18 = 504$ | | |
| | (18 storeys) | K # | 29 each x $18 = 522$ | $29 \operatorname{each} x 18 = 522$ | | |
| | | L # | 29 each x $18 = 522$ | $29 \operatorname{each} x 18 = 522$ | | |
| | | M # | $20 \operatorname{each} x 18 = 360$ | 20 each x 18 = 360 | | |
| | | N # | $20 \operatorname{each} x 18 = 360$ | 20 each x 18 = 360 | | |
| | | Р # | $22 \operatorname{each} x 18 = 396$ | 22 each x 18 = 396 | | |
| | | Q # | 29 each x 18 = 522 | $29 \operatorname{each} x 18 = 522$ | | |
| | | R # | $34 \operatorname{each} x 18 = 612$ | $34 \operatorname{each} x 18 = 612$ | | |
| | | Sub-Total: | 8,899 | 8,899 | | |

Note:

- 1. There are no 4/F, 13/F and 14/F.
- There are no Flats A, I and O on G/F of Tower 3. There are no Flats I and O on 1/F 3/F, 5/F 12/F and 15/F 22/F of Tower 3.
- ^ means including garden thereof.
- * means including balcony and utility platform thereof.
- # means including balcony thereof.

| Tower | Floor | Flat | Undivided Share | Management Share |
|----------|---------------------------|------------|-------------------------------------|-------------------------------------|
| | | A ^ | 28 | 28 |
| | | В ^ | 26 | 26 |
| | | C ^ | 27 | 27 |
| | | D ^ | 27 | 27 |
| | | E ^ | 27 | 27 |
| | | F ^ | 19 | 19 |
| | G/F | G ^ | 30 | 30 |
| | U/F | Н ^ | 28 | 28 |
| | | J ^ | 18 | 18 |
| | | Κ ^ | 28 | 28 |
| | | L ^ | 19 | 19 |
| | | M ^ | 18 | 18 |
| Tower 3A | | N ^ | 18 | 18 |
| | | P ^ | 19 | 19 |
| | | A # | $29 \operatorname{each} x 19 = 551$ | $29 \operatorname{each} x 19 = 551$ |
| | | В # | 28 each x 19 = 532 | $28 \operatorname{each} x 19 = 532$ |
| | | C # | $28 \operatorname{each} x 19 = 532$ | 28 each x 19 = 532 |
| | | D # | 28 each x 19 = 532 | $28 \operatorname{each} x 19 = 532$ |
| | | E # | 28 each x 19 = 532 | $28 \operatorname{each} x 19 = 532$ |
| | | F # | $21 \operatorname{each} x 19 = 399$ | $21 \operatorname{each} x 19 = 399$ |
| | 1/F - 3/F, $5/F - 12/F$, | G # | 31 each x 19 = 589 | $31 \operatorname{each} x 19 = 589$ |
| | 15/F - 22/F | H # | 29 each x $19 = 551$ | $29 \operatorname{each} x 19 = 551$ |
| | (19 storeys) | J # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ |
| | | K # | 29 each x $19 = 551$ | $29 \operatorname{each} x 19 = 551$ |
| | | L # | 29 each x $19 = 551$ | $29 \operatorname{each} x 19 = 551$ |
| | | M # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ |
| | | N # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ |
| | | P # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ |
| | | Q # | $21 \operatorname{each} x 19 = 399$ | $21 \operatorname{each} x 19 = 399$ |
| 70 | | Sub-Total: | 7,571 | 7,571 |

- Note:
 1. There are no 4/F, 13/F and 14/F.
 2. There are no Flats I and O on G/F 3/F, 5/F 12/F and 15/F 22/F of Tower 3A.

 A reconstingly garden thereof.
- 3. ^ means including garden thereof.4. # means including balcony thereof.

| Tower | Floor | Flat | Undivided Share | Management Share | | |
|---------|---------------------------|------------|-------------------------------------|-------------------------------------|--|--|
| | | A ^ | 28 | 28 | | |
| | | В ^ | 26 | 26 | | |
| | | C ^ | 27 | 27 | | |
| | | D ^ | 27 | 27 | | |
| | | E ^ | 27 | 27 | | |
| | | F ^ | 19 | 19 | | |
| | G/F | G ^ | 31 | 31 | | |
| | G/F | Н ^ | 27 | 27 | | |
| | | J ^ | 18 | 18 | | |
| | | K ^ | 28 | 28 | | |
| | | L ^ | 19 | 19 | | |
| | | M ^ | 18 | 18 | | |
| | | N ^ | 18 | 18 | | |
| Tower 5 | | P ^ | 19 | 19 | | |
| | | A # | $29 \operatorname{each} x 19 = 551$ | $29 \operatorname{each} x 19 = 551$ | | |
| | | В # | $28 \operatorname{each} x 19 = 532$ | $28 \operatorname{each} x 19 = 532$ | | |
| | | C # | $28 \operatorname{each} x 19 = 532$ | $28 \operatorname{each} x 19 = 532$ | | |
| | | D # | $28 \operatorname{each} x 19 = 532$ | $28 \operatorname{each} x 19 = 532$ | | |
| | | E # | $28 \operatorname{each} x 19 = 532$ | $28 \operatorname{each} x 19 = 532$ | | |
| | | F # | $21 \operatorname{each} x 19 = 399$ | $21 \operatorname{each} x 19 = 399$ | | |
| | 1/F - 3/F, $5/F - 12/F$, | G # | $32 \operatorname{each} x 19 = 608$ | $32 \operatorname{each} x 19 = 608$ | | |
| | 15/F - 22/F | H # | $29 \operatorname{each} x 19 = 551$ | $29 \operatorname{each} x 19 = 551$ | | |
| | (19 storeys) | J # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ | | |
| | | K # | $29 \operatorname{each} x 19 = 551$ | $29 \operatorname{each} x 19 = 551$ | | |
| | | L # | $29 \operatorname{each} x 19 = 551$ | $29 \operatorname{each} x 19 = 551$ | | |
| | | M # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ | | |
| | | N # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ | | |
| | | P # | $20 \operatorname{each} x 19 = 380$ | $20 \operatorname{each} x 19 = 380$ | | |
| | | Q # | $21 \operatorname{each} x 19 = 399$ | $21 \operatorname{each} x 19 = 399$ | | |
| | | Sub-Total: | 7,590 | 7,590 | | |

- Note:
 1. There are no 4/F, 13/F and 14/F.
 2. There are no Flats I and O on G/F 3/F, 5/F 12/F and 15/F 22/F of Tower 5.
 3. ^ means including garden thereof.
 4. # means including balcony thereof.

| Tower | Floor | Flat | Undivided Share | Management Share |
|----------|-----------------------|------------|-------------------------------------|-------------------------------------|
| | | В ^ | 28 | 28 |
| | | C ^ | 27 | 27 |
| | | D ^ | 27 | 27 |
| | | E ^ | 27 | 27 |
| | | F ^ | 27 | 27 |
| | | G ^ | 43 | 43 |
| | G/F | Н ^ | 27 | 27 |
| | | J ^ | 27 | 27 |
| | | K ^ | 29 | 29 |
| | | Γ ^ | 19 | 19 |
| | | M ^ | 18 | 18 |
| | | N ^ | 18 | 18 |
| | | P ^ | 19 | 19 |
| | | A # | 30 | 30 |
| | | В # | 29 | 29 |
| | | C # | 28 | 28 |
| | | D # | 28 | 28 |
| Tower 5A | | E # | 28 | 28 |
| | | F # | 28 | 28 |
| | 1/5 | G # | 42 | 42 |
| | 1/F | H # | 28 | 28 |
| | | J # | 28 | 28 |
| | | K # | 29 | 29 |
| | | L # | 29 | 29 |
| | | M # | 20 | 20 |
| | | N # | 20 | 20 |
| | | P # | 21 | 21 |
| | | A # | $30 \operatorname{each} x 18 = 540$ | $30 \operatorname{each} x 18 = 540$ |
| | | В # | 29 each x $18 = 522$ | 29 each x 18 = 522 |
| | | C # | $28 \operatorname{each} x 18 = 504$ | $28 \operatorname{each} x 18 = 504$ |
| | | D # | 28 each x 18 = 504 | 28 each x 18 = 504 |
| | | E # | $28 \operatorname{each} x 18 = 504$ | 28 each x 18 = 504 |
| | | F # | 28 each x 18 = 504 | 28 each x 18 = 504 |
| | | G # | $42 \operatorname{each} x 18 = 756$ | $42 \operatorname{each} x 18 = 756$ |
| | 2/F, 3/F, 5/F – 12/F, | H # | 28 each x 18 = 504 | 28 each x 18 = 504 |
| | 15/F - 22/F | J # | 28 each x 18 = 504 | 28 each x 18 = 504 |
| | (18 storeys) | K # | 29 each x 18 = 522 | 29 each x 18 = 522 |
| | | L # | 29 each x 18 = 522 | 29 each x 18 = 522 |
| | | M # | $20 \operatorname{each} x 18 = 360$ | 20 each x 18 = 360 |
| | | N # | $20 \operatorname{each} x 18 = 360$ | 20 each x 18 = 360 |
| | | P # | 22 each x 18 = 396 | 22 each x 18 = 396 |
| | | Q # | 29 each x 18 = 522 | 29 each x 18 = 522 |
| | | R # | $34 \operatorname{each} x 18 = 612$ | $34 \operatorname{each} x 18 = 612$ |
| | | Sub-Total: | 8,860 | 8,860 |

Note:

- 1. There are no 4/F, 13/F and 14/F.
- There are no 4/F, 15/F and 14/F.
 There are no Flats A, I and O on G/F of Tower 5A.
 There are no Flats I and O on 1/F 3/F, 5/F 12/F and 15/F 22/F of Tower 5A.
 ^ means including garden thereof.
 # means including balcony thereof.

B. Residential Car Parking Spaces

| Unit | Undivided Share | Management Share |
|--|-----------------|------------------|
| 78 Residential Car Parking Spaces (Nos. R111 – R188) | 6 each | 6 each |
| Total: | 468 | 468 |

C. Residential Motor Cycle Parking Spaces

| Unit | Undivided Share | Management Share | | |
|---|-----------------|------------------|--|--|
| 12 Residential Motor Cycle Parking Spaces (Nos. M9 – M20) | 1 each | 1 each | | |
| Total: | 12 | 12 | | |

D. Common Areas and Facilities

| Type | Undivided Share | Management Share |
|--|-----------------|------------------|
| Common Areas and Facilities In Phase 2 | 3,600 | 0 |

SIGNED as a deed and SEALED with the Common Seal of the First Owner in accordance with the articles of association and SIGNED by Zhang Zhao, director

duly authorised by board resolution of its directors whose signature(s) is/are verified by:-

(x6).

Yu Cheuk Wa Mayer Brown Solicitor, Hong Kong SAR

|) |
|---|
| |
| |
|) |
| |

Ca 2.

Yw Cheuk Wa Mayer Brown Solicitor Hong Kong SAR

INTERPRETED to the Phase 2 First Assignee by:-

Cx 5.

Mayer Brown Solicitor Hong Kong SAR SIGNED as a deed and SEALED with the Common Seal of the Manager in accordance with the articles of association and SIGNED by Wang Zhaoyu, person

duly authorised by board resolution of its directors whose signature(s) is/are verified by:-

Cs 7.

Yu Cheuk Wa Mayer Brown Solicitor, Hong Kong SAR

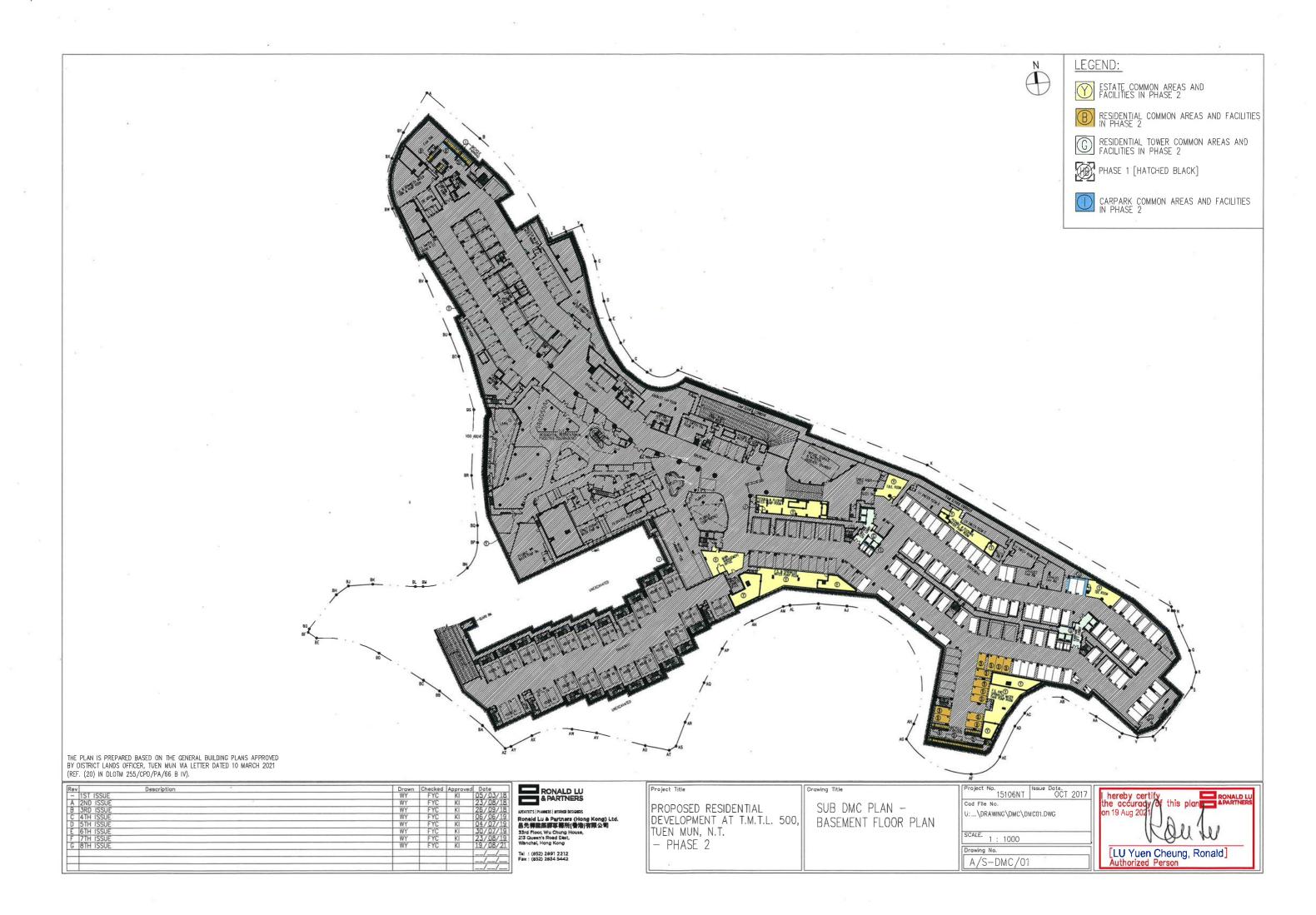


EXECUTED and **DELIVERED** as a) deed by the Security Agent (acting in its capacity as security agent for the benefit of the Secured Parties) acting through

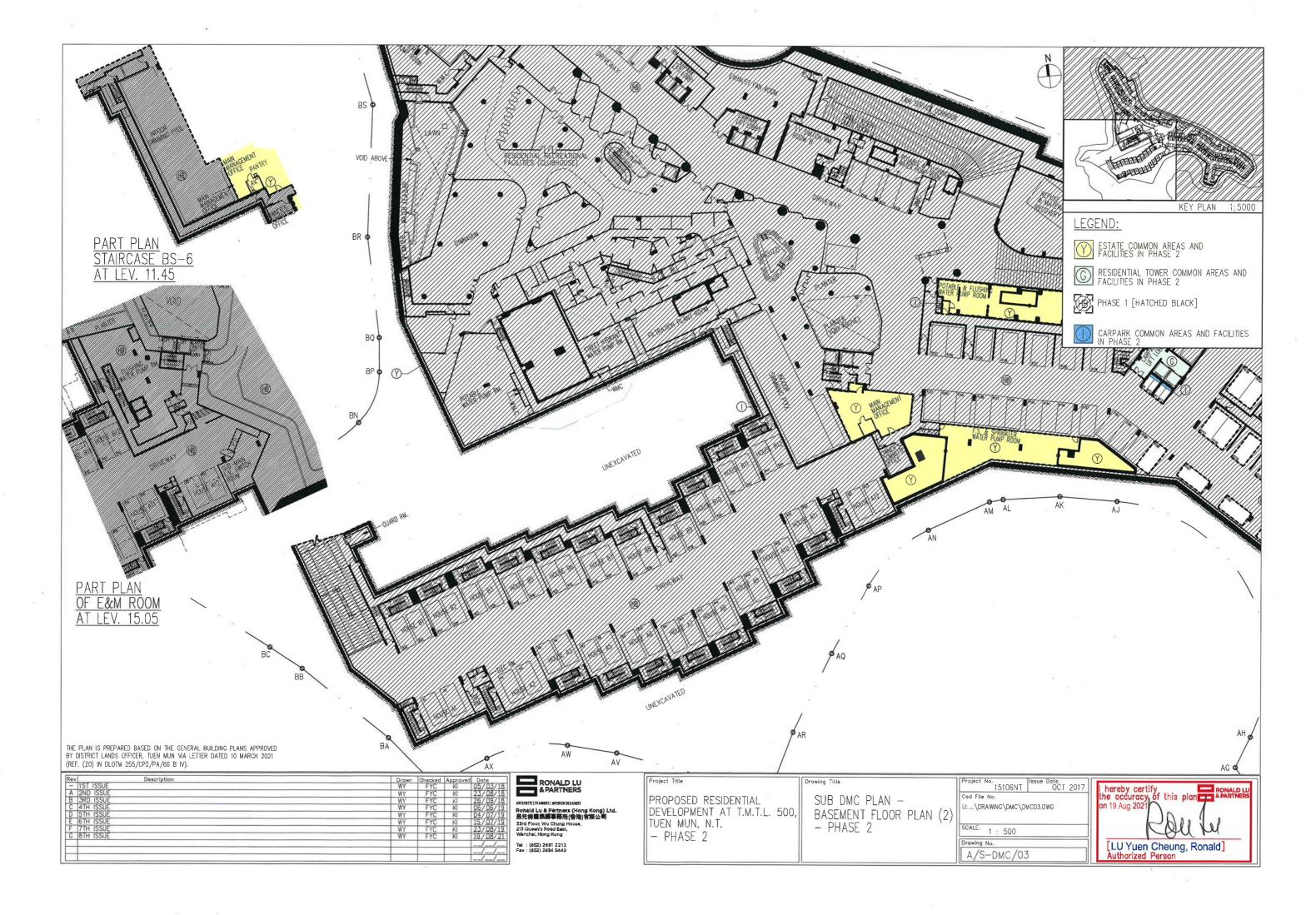
Wu Yik Tin, Desmond

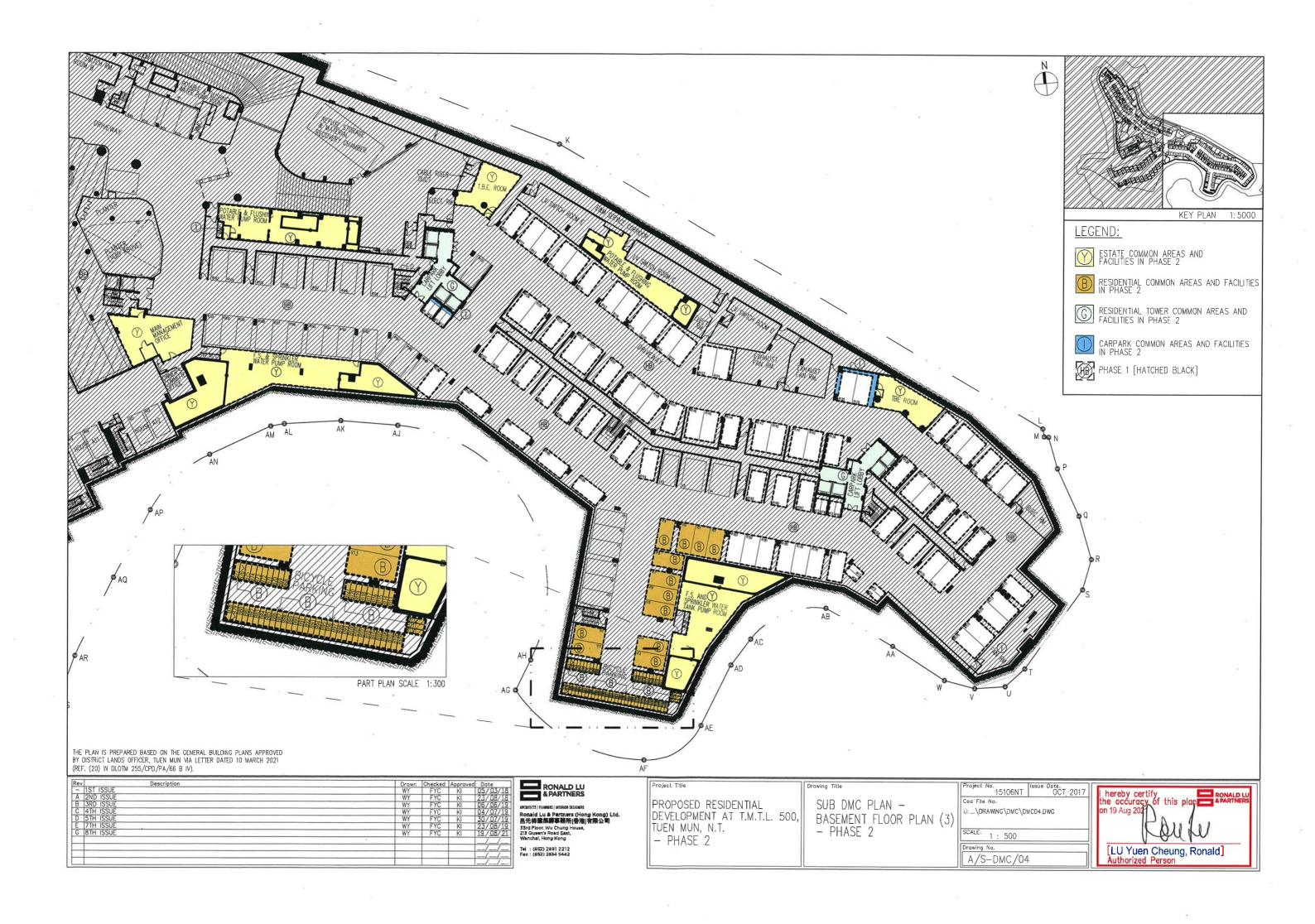
its lawful attorney, whose signature(s) is/are verified by :-

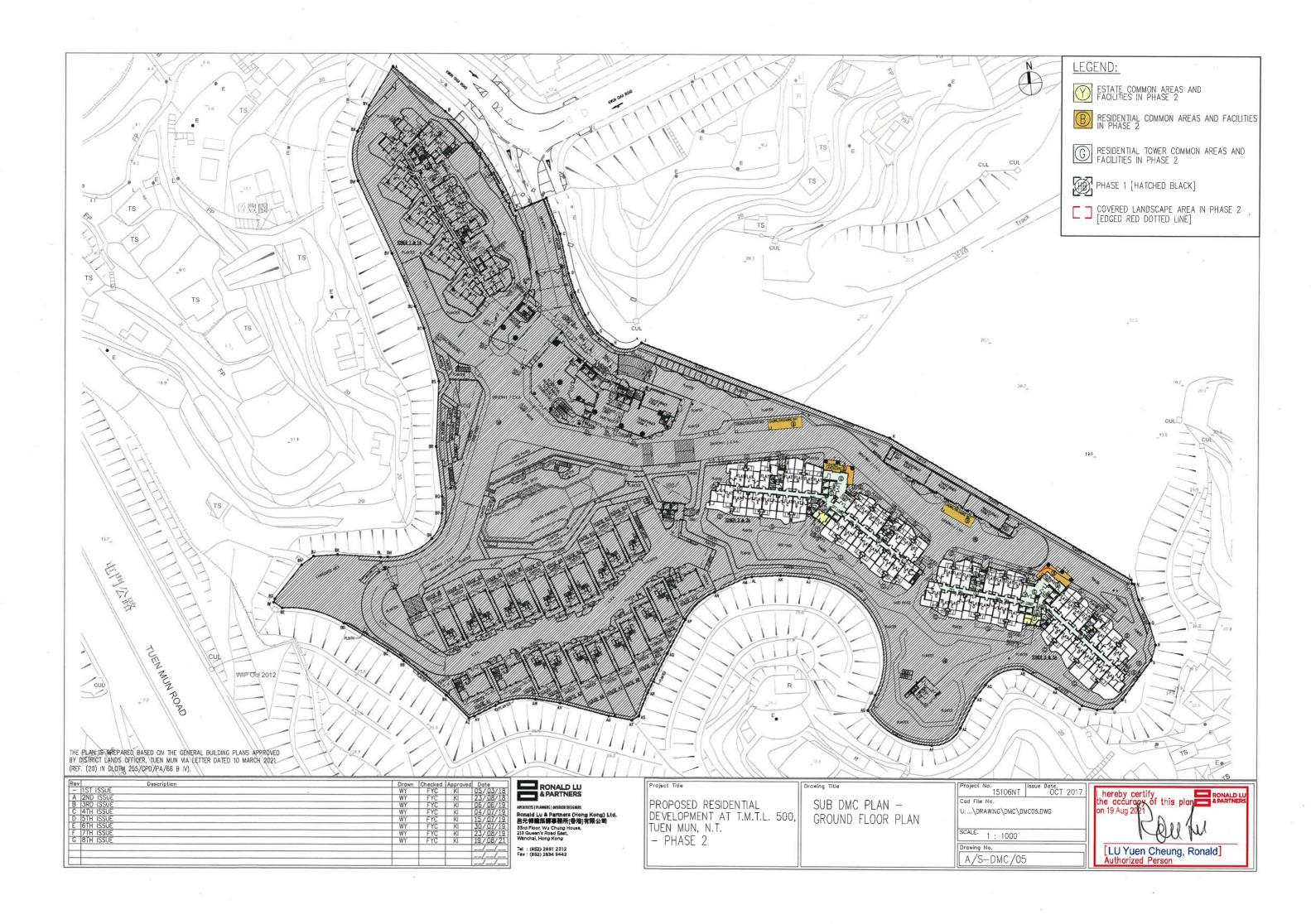
CHOI CHUN HIM Solicitor Baker & McKenzie Hong Kong SAR

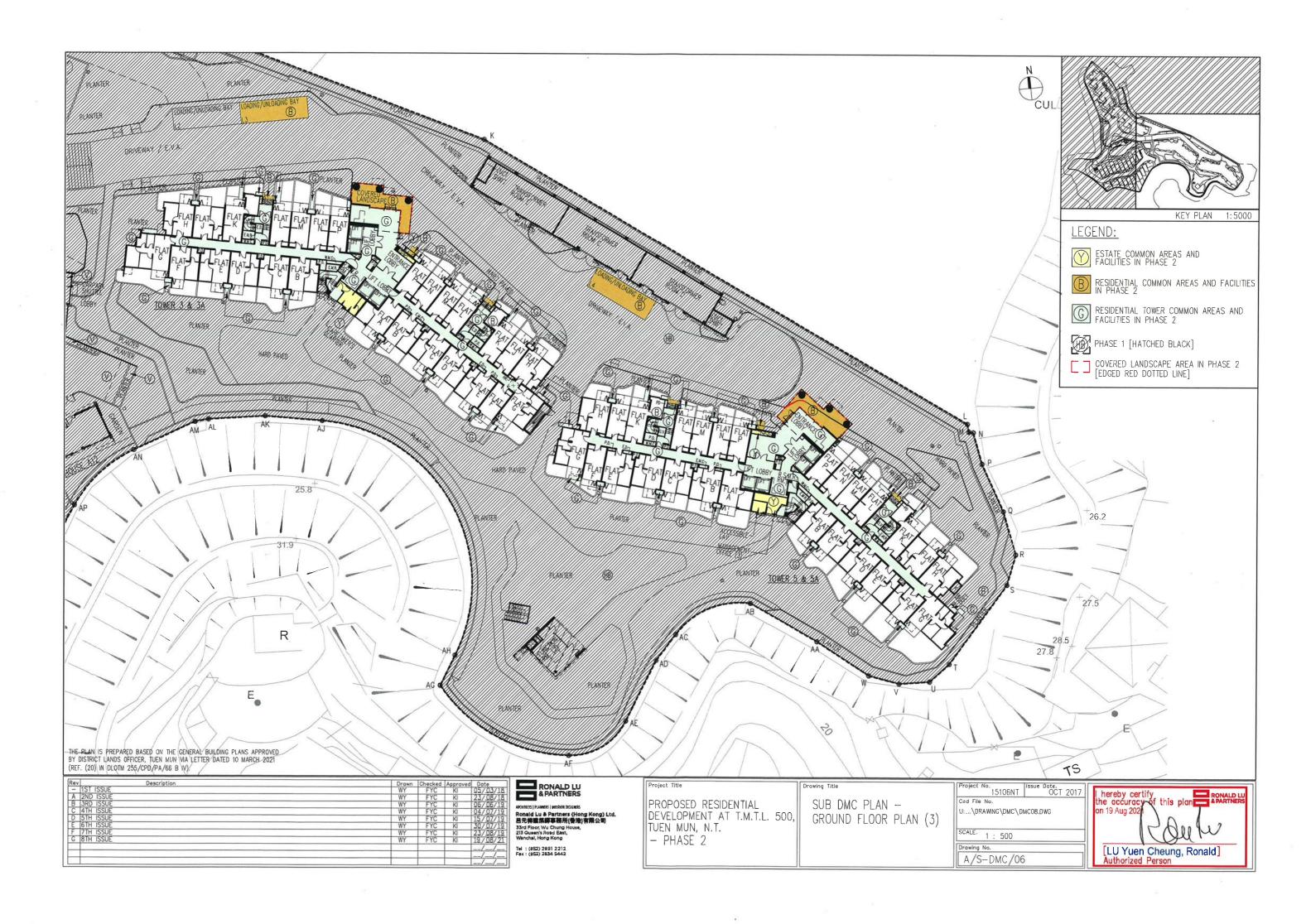


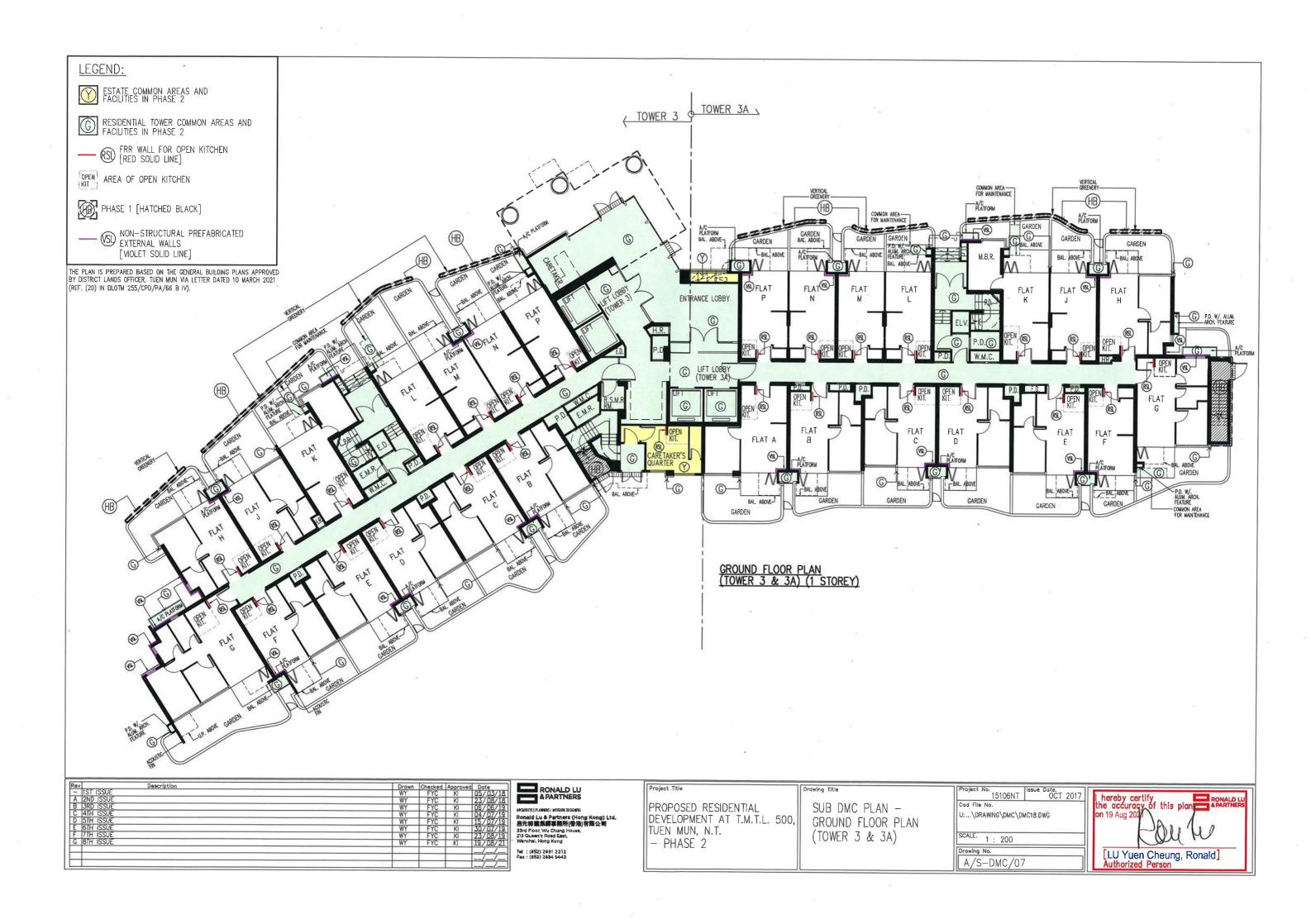


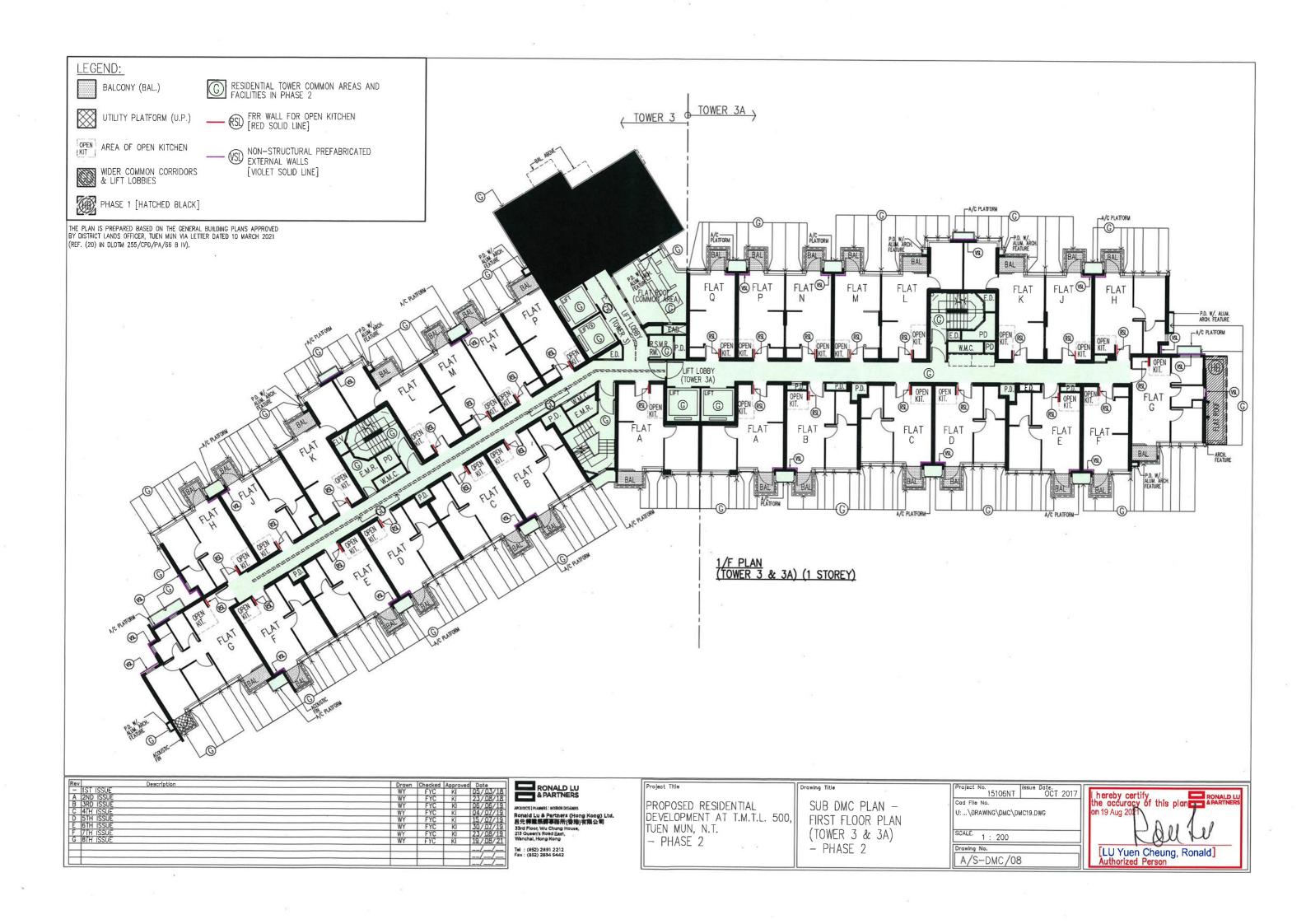


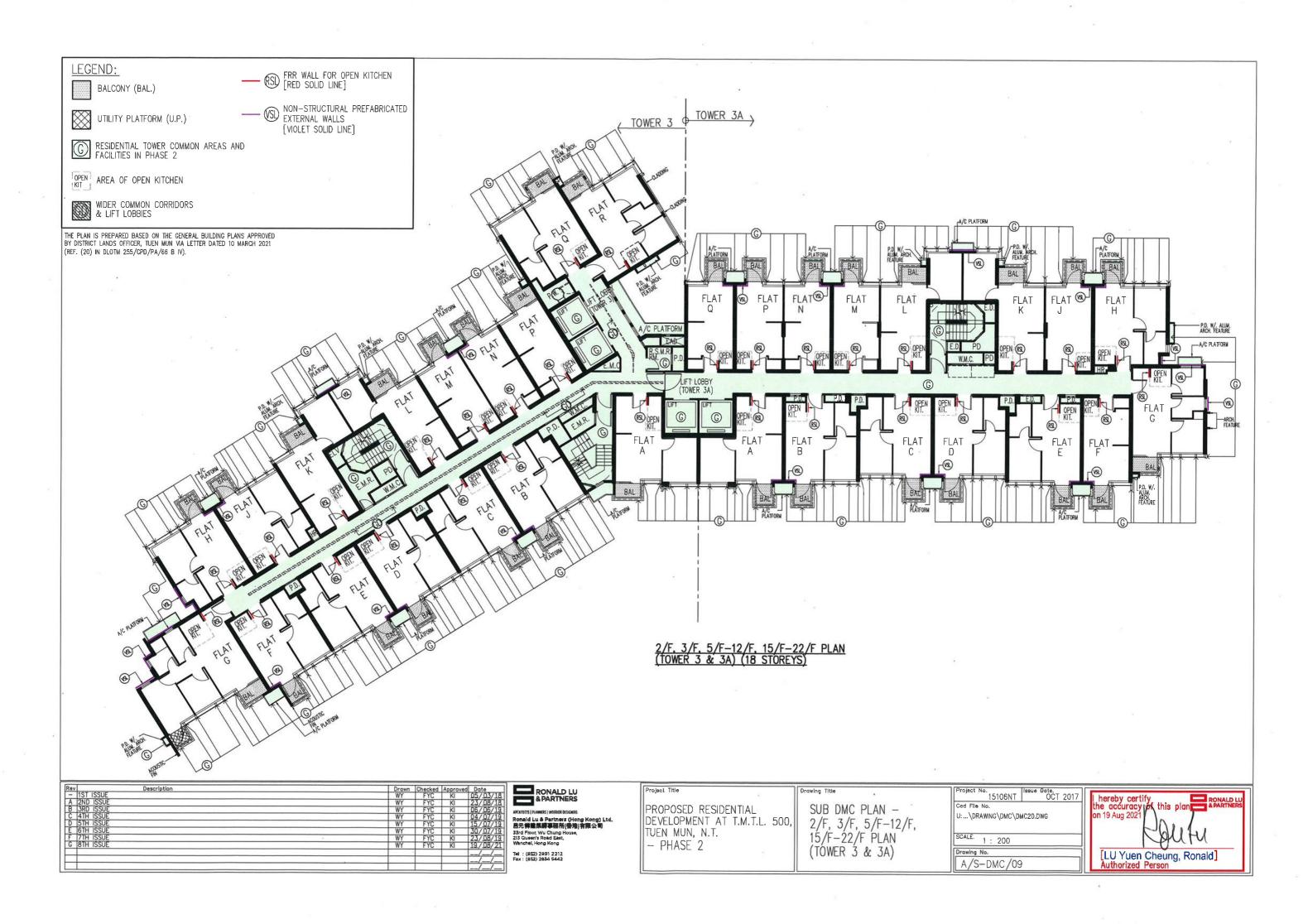


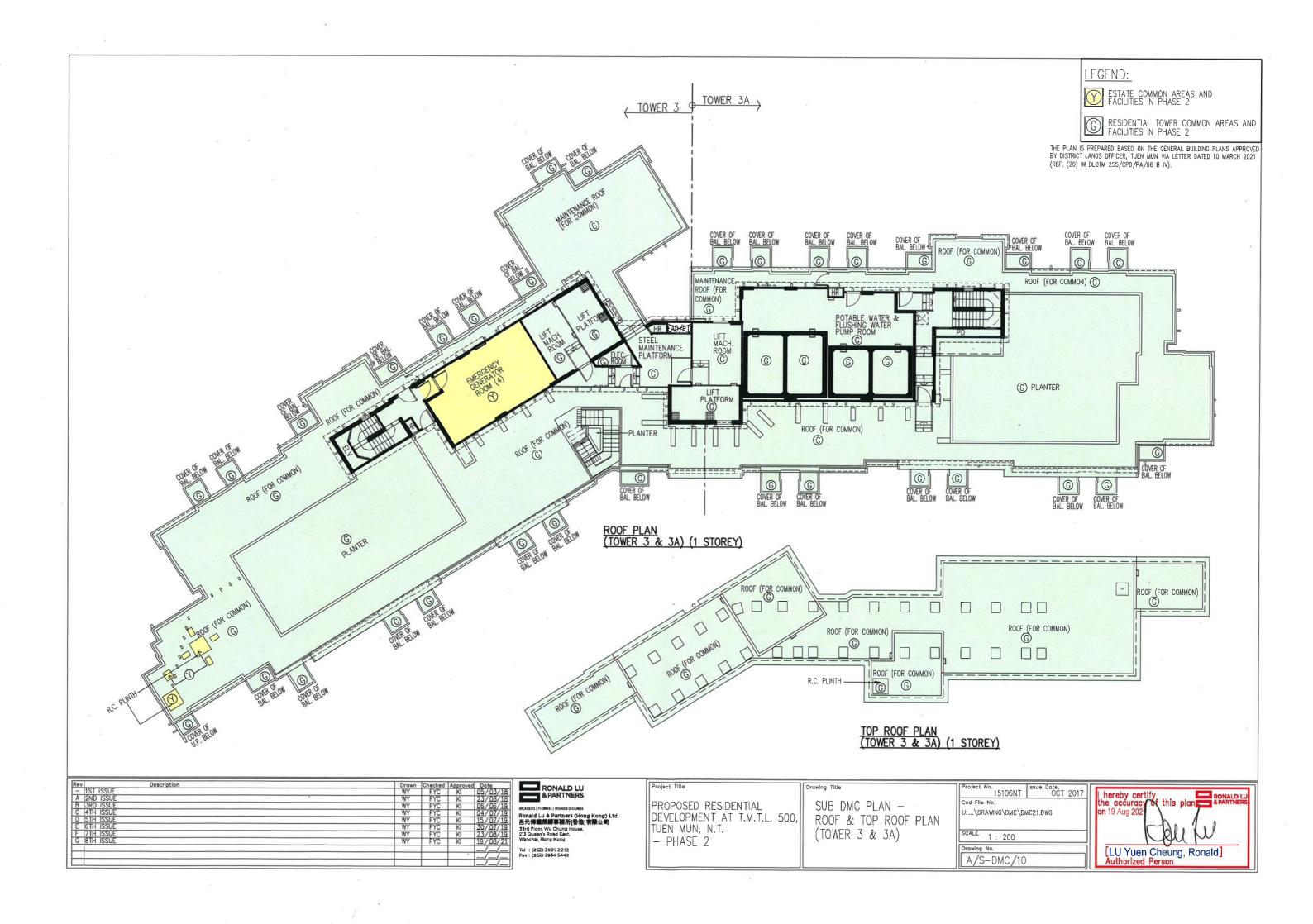


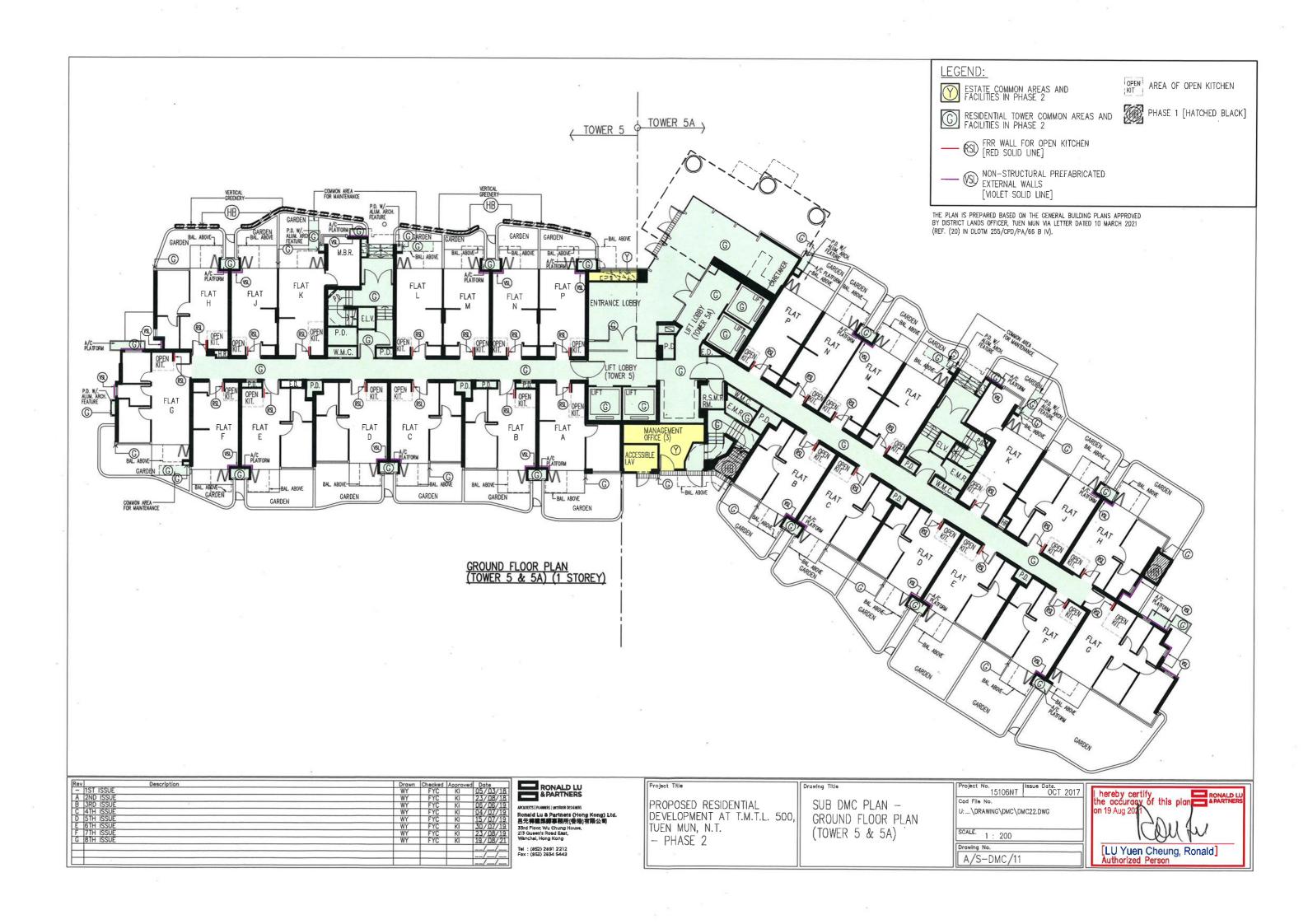


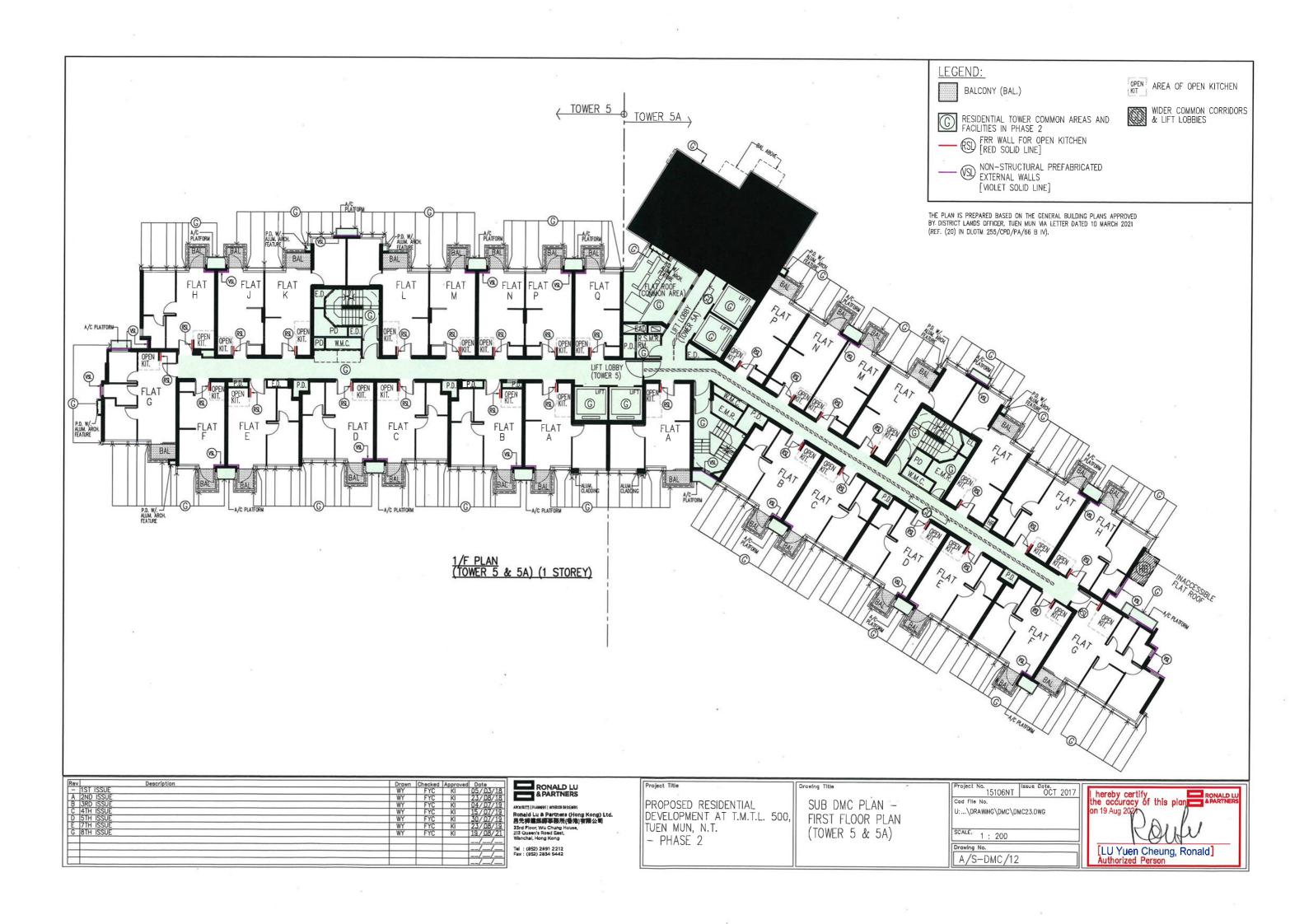


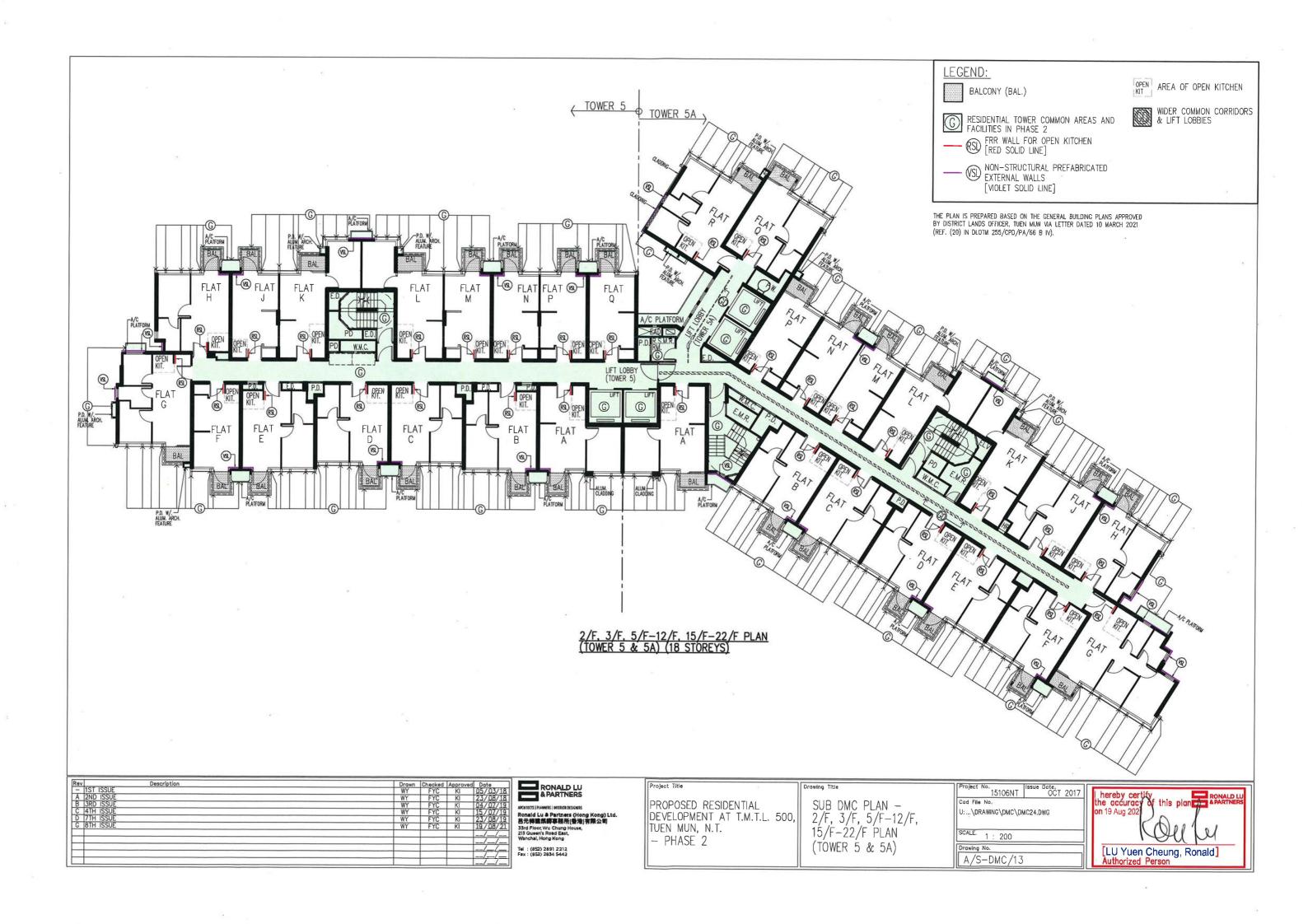


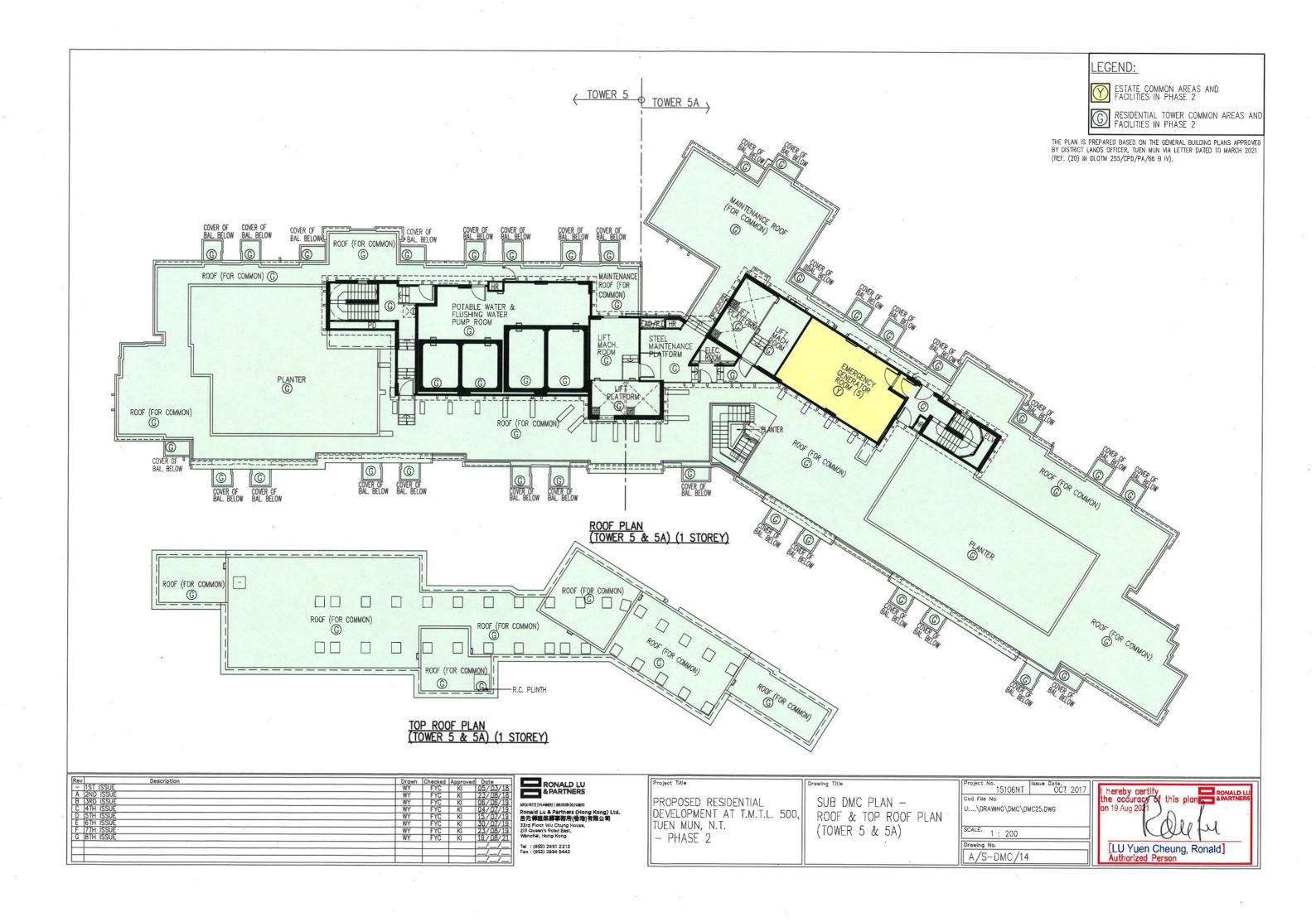










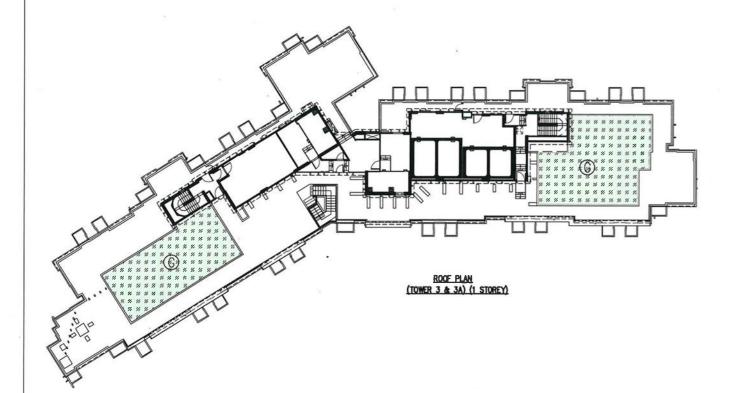


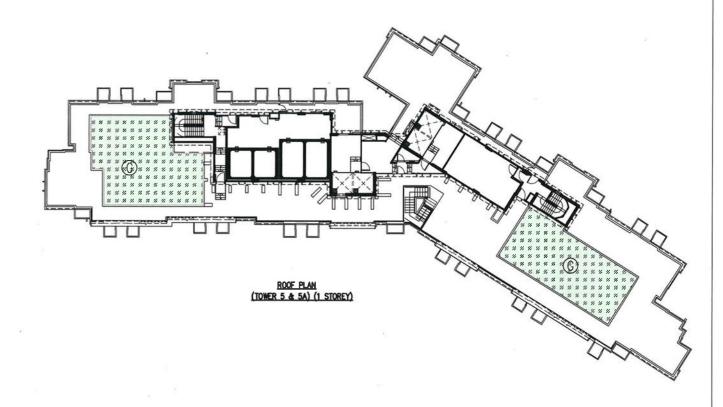
LEGEND:



GREENERY AT RESIDENTIAL TOWER COMMON AREAS AND FACILITIES IN PHASE 2

THE PLAN IS PREPARED BASED ON THE GENERAL BUILDING PLANS APPROVED BY DISTRICT LANDS OFFICER, TUEN MUN VIA LETTER DATED 10 MARCH 2021 (REF. (20) IN DLOTM 255/CPD/PA/66 B IV).





AREA OF HORIZONTAL GREENING IN PHASE 2 = 368.910 m²

| ev . | Description | Drawn | Checked | Approved | Date | | Ξ |
|-------------|-------------|-------|---------|----------|-------|------|---|
| - IST ISSUE | | WY | FYC | KI | 05/0 | 3/. | 1 |
| A 2ND ISSUE | | WY | FYC | KI | 23/5 | 8/. | 1 |
| 3RD ISSUE | | WY | FYC | KI | 206/0 | 6/. | ľ |
| C 4TH ISSUE | | WY | FYC | KI | 04/0 | 17/. | 1 |
| 7TH ISSUE | | WY | FYC | KI | | 18/ | ĺ |
| 8TH ISSUE | | WY | FYC | KI | 19/0 | 8/. | 2 |
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RONALD LU & PARTNERS

Ronald Lu & Partners (Hong Kong) Ltd. 吕元禅童集師事務所(香港)有限公司

Tel : (852) 2891 2212 Fax : (852) 2834 5442

Project Title

PROPOSED RESIDENTIAL DEVELOPMENT AT T.M.T.L. 500, TUEN MUN, N.T. - PHASE 2

PLAN

SUB DMC PLAN -GREENERY AREAS

Cad File No. U:...\DRAWING\DMC\DMC29.DWG SCALE. 1 : 400 Drawing No.

A/S-DMC/15

