Dated	2015
ESTATE MANAGEMENT CONTRIBUTION	N DEED

THIS ESTATE MANAGEMENT CONTRIBUTION DEED (this "**Deed**") is made on 2015 by

HONG KONG HOUSING SOCIETY, a body corporate incorporated under the Hong Kong Housing Society Incorporation Ordinance (Cap. 1059) having its head office at 29th Floor, World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong (the "**Developer**").

WHEREAS:-

- (A) The Developer is the grantee of the Inland Lot No. 8978 under the Conditions (as defined below) and the owner of the Estate (as defined below).
- (B) Under Special Condition (10)(j) of the Conditions the Developer shall at its own expense upon demand by the Director of Lands surrender and deliver up vacant possession of:-
 - (1) All that portion of Inland Lot No. 8978 as is shown coloured pink hatched blue on PLAN Ia and PLAN Ib annexed to the Conditions (defined as Area 1 in Special Condition (10)(a)(i) of the Conditions); and
 - (2) All that portion of Inland Lot No. 8978 as is shown coloured pink stippled black hatched blue on PLAN Ia and PLAN Ib annexed to the Conditions (excluding the stratum being the level of 36.7 metres below the Hong Kong Principle Datum and the level of 34.3 metres below the Hong Kong Principle Datum as excepted and reserved to the Government under Special Condition (5)(a)(i)(II) of the Conditions). Such area is defined as Area 2 in Special Condition (5)(a)(i)(II) of the Conditions.
- (C) By a Deed Poll dated 14 January 2013, Inland Lot No. 8978 was sub-divided so that:-
 - (1) Area 1 (as defined under the Conditions) became known and registered in the Land Registry as Section A of Inland Lot No. 8978;
 - (2) Area 2 (as defined under the Conditions) became known and registered in the Land Registry as Section B of Inland Lot No. 8978; and
 - (3) The remainder of Inland Lot No. 8978 became known as the Remaining Portion of Inland Lot No. 8978.
- (D) The Estate is constructed or to be constructed on the Remaining Portion of Inland Lot No. 8978. The Estate consists, amongst other things, of the Residential Accommodation (as defined below), the Elderly HUB (as defined below), the Day Care Centre (as defined below), the RCHE (as defined below) and the Carpark Area (as defined below).
- (E) Under the Special Condition (10)(c) of the Conditions, the grantee shall manage and maintain Section A of Inland Lot No. 8978 and Section B of Inland Lot No. 8978 until the same is surrendered to the Government.
- (F) In addition:-

- (1) Under Special Condition (6)(a)(iii) of the Conditions, the grantee is to maintain the portion of the public road shown coloured green on Plan Ia annexed to the Conditions (defined as the Green Area in Special Condition (6)(a)(i)(I) of the Conditions) until such area is delivered in accordance with Special Condition (7) of the Conditions. Under Special Condition (7) of the Conditions, such area is to be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government on the date of a letter from the Director of Lands indicating that the Conditions have been complied with to his satisfaction.
- Under Special Condition (34) of the Conditions, the grantee is required to maintain the area shown coloured green hatch black on PLAN Ia annexed to the Conditions (defined as the Green Hatched Black Area in Special Condition (34)(a) of the Conditions) including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon.
- (3) Under the Undertaking Letter (as defined below), the Developer is required to maintain and repair the Drainage and Sewerage Pipe Systems (as defined below).
- (G) In various documents to be entered into between the Developer and the residents of the Estate and between the Developer and service providers, including (without limitation) lease agreement(s) in relation to the Residential Units and operating agreement(s) in relation to part(s) of the Estate, references will be made to various parts of the Estate.
- (H) This Deed is entered into by the Developer for the purposes of identifying the various parts of the Estate and to make provisions regarding the management and maintenance of the Land and the Estate and the apportionment of the relevant expenses, it being the intention that this Deed may be referred to in lease agreement(s) and other documents which the Developer may from time to time enter into in the operation of the Land and the Estate or any part thereof.

WITNESSETH as follows:-

1. <u>DEFINITIONS AND INTERPRETATION</u>

- 1.1 Definitions. In this Deed, unless the context requires otherwise:-
 - "Area 1" means all that portion of land now known and registered in the Land Registry as Section A of Inland Lot No. 8978;
 - "Area 2" means all that portion of land now known and registered in the Land Registry as Section B of Inland Lot No. 8978;
 - "Carpark Area" means all the spaces in the Estate for the parking of licensed motor vehicles or motorcycles or the loading and unloading of heavy goods vehicles or light goods vehicles or light buses or as lay-bys for the picking up and setting down of passengers from motor vehicles together with:-

- (a) areas for use in common by such spaces including, without limitation, accessory areas, circulation passages, void spaces, driveways, ramps, entrances and exits; and
- (b) such facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of such spaces including, without limitation, lighting, security system, fire service installation system, air-conditioning and mechanical ventilation system (if any) and other electrical, mechanical and sanitary installations,

and is shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such Plans) and thereon coloured Green EXCLUDING those areas being part of the Estate Common Areas, the Residential Common Areas or the RCHE;

"Common Areas" means the Residential Common Areas, Estate Common Areas and Hub Common Areas;

"Common Facilities" means the Residential Common Facilities, Estate Common Facilities and Hub Common Facilities;

"Conditions" means Conditions of Exchange No. 20151 dated the 30th day of November 2011 and shall include all subsequent modifications and variations thereto and waiver of the Government's rights thereunder after the date of the Conditions of Exchange;

"Day Care Centre" means the day care centre for the elderly in the Estate to be provided in accordance with the Special Condition (43)(a) of the Conditions and all other associated plant and equipment of and for such Day Care Centre exclusively, and the Day Care Centre is shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such Plans) and thereon coloured Orange Hatched Black;

"Drainage and Sewerage Pipe Systems" means the drainage and sewerage pipe systems constructed on the registered slope no. 11SE-A/CR171 near Kam Ping Street, as more particularly described in the Undertaking Letter;

"Elderly HUB" means, collectively, the Retail Area, Hub Recreational Facilities and Hub Common Areas:

"Estate" means the whole of the development erected on that part of the Land known and registered at the Land Registry as the Remaining Portion of Inland Lot No. 8978 and to be known as "The Tanner Hill (雋悦)", and all structures, facilities and services whatsoever installed or provided in, under, on or over the Land for the use of the Estate or any part or parts thereof including, without limitation, all machinery and equipment in or upon the Estate and all roads, footpaths, footbridges, stairways, lifts, cables, pipes, drainage and sewage for use of the Estate;

"Estate Common Areas" means such of the lobbies, telecommunication and broadcasting equipment room, transformer room, switch room, fire service control

rooms, sprinkler control valve room, master water meter room, electric meter room, cable chamber room, toilet, pump rooms and water tanks, fire service water tank, fire service pump room, water check meter cabinets, switch room, cable and pipe ducts, emergency generator set rooms, passageways, staircases, steps and ramps, the structure of all walls, columns, beams and any other structural elements of and in the Estate, management office, caretakers' office and quarters (if any), refuse storage and material recovery chamber, the Slopes and Retaining Structures and other areas and spaces containing the Estate Common Facilities and other areas and spaces in any part or parts of the Estate which are for the common use and benefit of the Estate, and the Estate Common Areas are shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such plans) and thereon coloured Yellow, EXCLUDING those areas being part of the Residential Common Areas, the Carpark Area, the RCHE, the Day Care Centre, the Elderly HUB, the Residential Units or the external walls, curtain walls and fences of the whole Estate but INCLUDING such other areas as may be designated by the Developer as Estate Common Areas from time to time;

"Estate Common Facilities" means all equipment, facilities and systems designated as being for the use, benefit or service of the Estate Common Areas and the Estate generally and without limiting the generality of the foregoing, include:-

- (a) Such of the sewers, drains, water courses, pipes, gutters, wires and cables, aerial broadcast distribution or telecommunication network 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 including broadcast distribution network or telecommunication network services are supplied to the Estate or any part or parts thereof;
- (b) Fire fighting installation and equipment;
- (c) Lamp posts and lighting;
- (d) Lightning conductor of the Estate;
- (e) Lift installation and equipment;
- (f) Pumping installation and equipment;
- (g) Switchboard installation and supply system; and
- (h) Other facilities and systems (other than those facilities being part of the Residential Common Facilities, the Hub Common Facilities, the Carpark Area, the RCHE or the Day Care Centre) for the use and benefit of the Estate and not for the use and benefit of any particular owner or occupier of any part of the Estate;

"Government" means the government of the Hong Kong Special Administrative Region of the People's Republic of China, or any relevant branch, department or official thereof; and shall include any relevant statutory body or authority;

"Hub Common Areas" means such of the lobbies, plant rooms, passageways, staircases, steps and ramps, located within the Estate and serving solely the Hub Recreational Facilities and/or the Retail Area and other areas and spaces containing the Hub Common Facilities and other areas and spaces in any part or parts of the Estate which are for the sole use and benefit of the Hub Recreational Facilities and/or the Retail Area, and the Hub Common Areas are shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such plans) and thereon coloured Violet EXCLUDING those areas being part of the Estate Common Areas, the Residential Common Areas, the Carpark Area, the RCHE, the Day Care Centre or the Residential Units but INCLUDING such other areas as may be designated by the Developer as Hub Common Areas from time to time;

"Hub Common Facilities" means all systems, equipment, plant, machinery, facilities of the Estate or sewers, drains, pipes, wires, cables, ducts, gutters, optic fibres and any other medium from time to time in the Land for the passage or transmission of soil, water, gas, electricity, air, smoke, light, information or other matter (and include all ancillary structures, equipment and apparatus) that designated as being for the use, benefit or service of the Hub Recreational Facilities and/or the Retail Area;

"Hub Recreational Facilities" means the hub recreational facilities located within the Estate including, without limitation, the indoor swimming pool, gymnasium, function rooms, function halls and changing rooms and all other associated plant and equipment of and for such facilities exclusively, and the Hub Recreational Facilities are shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such plans) and thereon coloured Violet Cross-Hatched Black;

"Land" means all that piece or parcel of ground registered in the Land Registry as the Remaining Portion of Inland Lot No. 8978 and shall also include, prior to their surrender to the Government, Area 1 and Area 2;

"Management Expenses" means all costs, charges and expenses necessarily and reasonably incurred in connection with the management and maintenance of the Land, the Estate, the Drainage and Sewerage Pipe Systems, the Slope Area and the Public Road Area (to the extent that it has not been re-delivered to the Government); and shall,

- (a) include (without limitation) the items listed below:-
 - (i) all remuneration payable to the Manager, or any other management agent or contractor through whom the Developer manages the Land and the Estate or, if the Developer manages the Land and the Estate itself, the Manager's Remuneration;
 - (ii) all costs, expenses, outgoings and losses incurred or suffered in connection, directly or indirectly, with any of the activities and other matters referred to in Clause 3 and any other expense incurred by the Developer in the management, accounting, cleansing, security, operation, maintenance and repair of the Land, the Estate, the Common Areas, the Common Facilities, the Hub Recreational Facilities, the Drainage and Sewerage Pipe Systems, the Slope Area and the Public Road Area (to the extent that it has not been re-delivered to the

Government). For the avoidance of doubt, all costs, expenses and losses incurred by the Developer or the Manager under Clause 3, or as a result of any proceedings therein mentioned shall form part of the Management Expenses despite the fact that:-

- (A) the obligation which the Developer or the Manager (as the case may be) seeks to enforce by the way of the proceedings concerned is contained in a lease agreement, tenancy agreement or other document or contract to which the relevant tenant is not a party; or
- (B) the Developer remains the owner of the whole of the Land and the Estate (including the Common Areas);
- (iii) all Government rent, rates and other taxes, assessments, duties, charges and impositions imposed or charged from time to time which are, in the opinion of the Developer, attributable to the Common Areas or any part of the Land not forming part of any Residential Unit; and
- (iv) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and the Common Facilities and charges, assessments, impositions and outgoings payable in respect of Common Areas and the Common Facilities;
- (b) exclude any expenses or losses incurred or suffered by the Developer (whether in its capacity as the Developer or the Manager) as a result of its negligence, fraud or the criminal act or omission or that of its employees or agents;

"Management Shares" means the respective shares set out in the Schedule hereto based on which the contribution towards the management of the Land and the Estate under this Deed is calculated:

"Manager" means the manager appointed as manager of the Land and the Estate from time to time pursuant to the provisions of this Deed;

"Manager's Remuneration" has the meaning given to it in Clause 4(a);

"Operating Documents" means the lease agreements and any other documents of whatever nature or description which the Developer may from time to time or at any time enter into with any party in the operation of the Land and the Estate or any part thereof;

"Plan" means a plan annexed to this Deed as part of the Appendix the accuracy of such plans has been certified by or on behalf of the Authorised Person, and all such plans are collectively referred to as the "Plans";

"Public Road Area" means the portion of the public road shown coloured green on Plan Ia annexed to the Conditions which is required to be maintained by the grantee of the Land and which, under Special Condition (7) of the Conditions, is to be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government on the date of a letter from the Director of Lands indicating that the Conditions have been complied with to his satisfaction;

"RCHE" means the residential care home in the Estate to be provided in accordance with Special Condition (43)(a) of the Conditions (including, without limitation, a kitchen on the third floor of the Estate) and all other associated plant and equipment of and for such residential care home exclusively, and the RCHE is shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such Plans) and thereon coloured Orange;

"Residential Accommodation" means the Residential Towers, the Residential Units and the Residential Common Areas:

"Residential Common Areas" means such of the roofs and flat roofs (unless otherwise specifically included in a Residential Unit as shown in the Plans), the resident's club (which includes, without limitation, an exercise room, game rooms and landscaped areas), lift machine rooms, switch rooms, meter rooms, flushing water pump room, potable pump room, telecommunication and broadcasting equipment room, fan rooms, water pump rooms, entrance lobbies, lift lobbies, halls, lift pits and lift shafts of the Residential Towers, passageways, staircases, steps, ramps, corridors, planters, refuge floors, architectural fins, covered walkway, pump rooms and water tanks, cable and pipe ducts, and such areas and spaces containing the Residential Common Facilities and other areas and spaces in any part or parts of the Estate which are for the common use and benefit of the tenants and occupiers of Residential Units, and the Residential Common Areas are shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such plans) and thereon coloured Indigo and Indigo Stippled Black EXCLUDING those areas being part of the Estate Common Areas, the Carpark Area, the Elderly HUB, the RCHE, the Day Care Centre and the Residential Units but INCLUDING such other areas as may be designated by the Developer as Residential Common Areas from time to time;

"Residential Common Facilities" means all those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate for the general benefit and service of the Residential Accommodation only including, without limitation, lifts, lighting, communal television antennae, water tanks, satellite dishes (if any), security system, public address system, emergency call system, power supply system, pumping and drainage system, fire service installation system, air-conditioning and mechanical ventilation system (if any) and such electrical, mechanical and sanitary installations which are for the common use and benefit of the Residential Accommodation only EXCLUDING those facilities being part of the Estate Common Facilities, the Carpark Area, the Elderly HUB, the Day Care Centre and the RCHE;

"Residential Towers" means the 3 towers of buildings erected on or in the course of being erected on the Land and designed as "Tower 1", "Tower 2" and "Tower 3" respectively and intended for private residential purposes;

"Residential Unit" means a residential unit in the Residential Towers to which Management Shares have been allocated including but not limited to internal walls and partitions (whether load bearing or structural or not) of or within the Residential Unit, the inner half of any walls and partitions (whether load bearing or structural or not)

separating the Residential Unit or any part thereof from any other part(s) of the Estate, columns, floor slabs (and in the event the floor slab is separating the Residential Unit and other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit and other part or parts of the Estate, the lower half of such ceiling slab), beams and other structural supports thereof but shall exclude the external walls (whether load bearing or structural or not) of the Residential Towers, and is shown for the purpose of identification only on the Plans (insofar as such areas and spaces are identifiable on such Plans) and thereon coloured Pink, and "Residential Units" shall be construed accordingly;

"Retail Area" means the retail areas located within the Estate and is shown for the purpose of identification only on the Plans (insofar as such areas are identifiable on such plans) and thereon coloured Violet Striped Black and includes, without limitation, shops and a restaurant (including a kitchen) and all other associated plant and equipment of and for such areas;

"Slope Area" means the area shown coloured green hatched black on PLAN Ia annexed to the Conditions (and for identification purposes only is shown coloured Green Hatched Black on the Slopes Plan annexed hereto and certified by the Authorized Person) and on which geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works are required to be carried out and completed in accordance with Special Condition (34)(a) of the Conditions and which are required to be maintained to the satisfaction of the Director of Lands;

"Slopes and Retaining Structures" means all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within the Land and the Estate as required by the Conditions or this Deed to be maintained (and for identification purposes only and shown coloured Grey on the Slopes Plan annexed hereto and certified by the Authorized Person); and

"Undertaking Letter" means the undertaking letter dated 4 May 2011 issued by the Hong Kong Housing Society to the Drainage Services Department of Hong Kong in relation to the maintenance and repair of the Drainage and Sewerage Pipe Systems as may be amended, varied and supplemented from time to time, and a copy of which will be made available for inspection at the customer services counters of the Estate.

- 1.2 <u>Interpretation</u>. In this Deed, the following shall apply unless the context requires otherwise.
 - (a) The expression the "**Developer**" shall include its successors and permitted assigns.
 - (b) Words importing:-
 - (i) the masculine, feminine or neuter gender shall include the others of them;
 - (ii) the singular number shall include the plural and vice versa; and

- (iii) persons include firms, companies, corporations and unincorporated bodies and any group or association (incorporated or unincorporated) of any of the above, and vice versa.
- (c) References to Clauses and Appendices are references to the clauses of and the appendices to this Deed.
- (d) Clause headings are for reference only and shall be ignored in construing this Deed.

2. APPOINTMENT OF MANAGER

Housing Society Incorporation Ordinance (Cap. 1059) having its head office at 29th Floor, World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong, shall be appointed as the Manager to undertake the management, operation, servicing, renovation, improvement and security of the Land and the Estate. Such appointment of the Manager shall continue unless and until termination by the Developer or resignation by the Manager by giving no less than three (3) months' notice in writing. In the event of such termination or resignation, the Developer shall appoint a manager to take the place of the Manager at its discretion, who shall thereupon and henceforth become vested with all the powers and duties of the Manager hereunder.

3. POWER AND DUTIES OF MANAGER

The management of the Land and the Estate shall be undertaken by the Manager and the Developer hereby irrevocably appoints the Manager as agent in respect of any matter concerning the Land and the Estate as a whole duly authorised under this Deed. The Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Estate and the management thereof. Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties (in this Clause 3, a reference to "Developer" shall be deemed to be read as a reference to Manager if such is appointed by the Developer):-

(a) Insurance

- (i) <u>Liability insurance</u> To take out and maintain liability insurance in respect of:-
 - (A) occupier's and public liabilities and any other risks considered appropriate by the Developer which may be incurred:-
 - (I) by each tenant or occupier of the Estate in relation to the Residential Unit occupied by him/her Provided That the Developer shall be regarded as the occupier of each unlet Residential Unit;
 - (II) by each tenant or occupier of the Estate and the Developer in relation to the Common Areas, Area 1 (to the extent that it has not been surrendered to the Government), Area 2 (to the extent that it has not been surrendered to the

Government), the Slope Area, the Public Road Area (to the extent that it has not been re-delivered to the Government), the Drainage and Sewerage Pipe Systems and the Common Facilities; and

- (III) in relation to the Common Areas, Area 1 (to the extent that it has not been surrendered to the Government), Area 2 (to the extent that it has not been surrendered to the Government), the Public Road Area (to the extent that it has not been re-delivered to the Government), the Slope Area and the Drainage and Sewerage Pipe Systems, by any person appointed by the Developer from time to time for exercising the Developer's rights and powers and/or performing the Developer's obligations in relation to the same; and
- (B) risks which may give rise to liability of each tenant or occupier to indemnify the Developer,

such insurance shall be on such terms, taken out in such manner, against such risks, for such coverage and underwritten by such underwriter as the Developer may decide from time to time. Without limiting the generality of the above, the Developer may take out a master insurance covering all tenants and occupiers of the Estate and the Developer for the risks mentioned above and that such master policy may contain such appropriate cross-liability clause as the Developer may decide from time to time.

(ii) Application of insurance money Subject to any lease agreements entered into in respect of the Residential Units, to pay out or apply all insurance money, compensation or damages recovered by the Developer towards making good the damage, loss or liability in respect of which such money, compensation or damages are recovered.

(b) <u>Management of Common Areas and the Common Facilities</u>

- (i) Renovation, etc. of the Common Areas and the Common Facilities To rebuild, renew, improve or upgrade the Common Areas and the Common Facilities and build or install additional conduits or other common facilities, in each case in a manner as the Developer deems fit and to a standard commensurate with the status of the Estate.
- (ii) Painting and treating the Common Areas and the Common Facilities To paint, tile or otherwise treat as appropriate the Common Areas and the Common Facilities at such intervals as the Developer may decide and to choose the colour and type of the façade of the Estate from time to time.

(c) Refuse Collection

To arrange for refuse collection, storage and disposal from the Estate, the removal of such refuse from the Land and to maintain all refuse collection

facilities in accordance with the requirements of any Governmental or other competent authority.

(d) Prevention of Erosion

To prevent any refuse or other matter being deposited, washed, eroded or falling from the Land onto any neighbouring property and to remove any such refuse or other matter on or in the Land originating from any neighbouring property.

(e) <u>Utilities</u>

- (i) <u>Arrangement for supply</u> To make suitable arrangements for the supply of water, gas, electricity, telephone, air-conditioning and other utilities to, from or for the Land and the Estate and to pay all charges for such utilities.
- (ii) <u>Aerials</u> To maintain and operate as the Developer deems fit communal radio, television and telecommunication cables, aerials and satellite dishes and other similar apparatus serving the Estate.
- (iii) Overloading To take all steps as the Developer decides to prevent any person from overloading any of the electrical installations and circuits in the Estate.
- (iv) Emergency lighting To take all steps to maintain and operate emergency generators, and to pay for the costs thereof and other costs in providing emergency lighting of the Estate.

(f) Security

To repair and maintain as the Developer deems fit security personnel, closed circuit T.V. systems, burglar alarms and other security measures for the Land and the Estate.

(g) Legal Procedures

To commence, defend or otherwise participate in legal, administrative, appellate or similar proceedings in the manner as the Developer deems fit relating to a breach by the tenant or occupier of any Residential Unit of the lease agreement or the licence agreement of such Residential Unit which affects another or other Residential Unit(s) or the Common Areas or the Common Facilities.

(h) Contracts

To delegate or sub-contract or otherwise entrust the Developer's obligations hereunder to any person as the Developer deems fit and to perform its obligations under such contracts, and to pay for the costs under these contracts.

(i) Dealings with Government

Save to the extent that the same is the responsibility of any other tenant, licensee or occupier in the Estate, to take such steps as the Developer deems fit for ensuring compliance with the Conditions or any requirement of the law.

(j) Staff and Consultants

- (i) Employment of staff To employ such staff and retain the service of such advisor or consultant on such terms as it deems fit for purposes related to management, maintenance and improvement of the Estate.
- (ii) <u>Providing equipment to staff</u> To provide such staff with any necessary accommodation, uniforms, working clothes and all materials and equipment.
- (iii) Engagement of professionals To engage surveyors, architects, engineers, consultants, solicitors, counsel, accountants, auditors and other professionals in connection with:-
 - (A) the management, maintenance and improvement of the Estate and to pay for the costs and fees in connection therewith; and
 - (B) the management, maintenance and repair of Area 1 (to the extent that it has not been surrendered to the Government), Area 2 (to the extent that it has not been surrendered to the Government) and the Public Road Area (to the extent that it has not been re-delivered to the Government), the Drainage and Sewerage Pipe Systems and everything forming a portion of or pertaining to the same in compliance with the Conditions and the Undertaking Letter.

(k) <u>Landscaping</u>

To cultivate, irrigate and maintain the lawns, planters and landscaped areas forming parts of the Land, the Estate and the Common Areas in such manner as the Developer may determine.

(l) Slope

To inspect, keep and maintain all Slopes and Retaining Structures and to undertake all slope treatment works and other support or protection works for the protection and support of the Land or any part thereof or the Slope Area or any part thereof in accordance with the "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time), or other guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures.

(m) Maintenance

To maintain, and to pay all other costs and expense and outgoings payable in respect of:-

- (i) the systems, foundations, columns and other structures constructed or to be constructed for the support of the Estate and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Land serving the Land and/or the Estate, or that are required to be maintained under the Conditions or the Undertaking Letter; and
- (ii) Area 1 (to the extent that it has not been surrendered to the Government), Area 2 (to the extent that it has not been surrendered to the Government), the Public Road Area (to the extent that it has not been re-delivered to the Government), Drainage and Sewerage Pipe Systems and everything forming a portion of or pertaining to the same.

(n) <u>Miscellaneous</u>

- (i) <u>Festive decorations.</u> To provide such Christmas, Chinese New Year and other festive decorations and to organise such festive celebrations or activities for the Estate as the Developer deems fit.
- (ii) <u>Additional services.</u> To provide any additional service as the Developer deems fit for the benefit of the Estate, the facilities and amenities of the Estate, and the tenants and occupiers of the Estate.
- (iii) <u>Acquisition of movable properties.</u> To purchase, hire or otherwise acquire as the Developer deems fit movable property for use in relation to management and maintenance of the Land and the Estate.
- (iv) <u>Financial management.</u> To carry out all acts and activities and to observe and perform any obligation required by budgeting and accounts keeping to be carried out, observed or performed by the Developer.
- (v) <u>Remunerate Caretakers and Security Guards etc.</u> To pay the remuneration and related expenses of the caretakers, security guards watchmen, cleaners, lift operators and such other staff as may be required for the management of the Land and the Estate.

(o) Others

To pay any other items of expenditure and activities which in the reasonable opinion of the Developer are considered to be necessary for the management of the Land and the Estate.

4. MANAGER'S REMUNERATION

(a) If the Developer manages the Land and the Estate itself, the Manager for the performance of its duties herein shall be paid by way of remuneration an amount not exceeding the rate of 10% of the total annual Management Expenses necessarily and reasonably incurred in the course of its management of the Estate (the "Manager's Remuneration"). The Manager's Remuneration shall be determined by the Developer at its sole discretion, provided that it shall not exceed the rate of 10% of the total annual Management Expenses necessarily

- and reasonably incurred in the course of the Manager's management of the Estate.
- (b) For the purpose of calculating the Manager's Remuneration, the total annual Management Expenses referred to in Clause 4(a) above shall exclude (i) the Manager's Remuneration, and (ii) any expenditure of a capital nature.
- (c) The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement for the Manager to disburse or provide from such money any staff, facilities, accountancy services, or other professional supervision for the Land and the Estate.

5. <u>MANAGEMENT EXPENSES</u>

The Management Expenses shall be apportioned in the following manner:-

- (a) Where any expenditure relates to the Carpark Area, the expenditure shall form part of the Management Expenses of the Carpark Area and shall be borne by the Developer as the owner of the Carpark Area (or, if the Developer so requires, the operator(s) of the Carpark Area according to the proportion(s) as designated by the Developer).
- (b) Where any expenditure relates to the Residential Common Areas or the Residential Common Facilities, the expenditure shall form part of the Management Expenses of the Residential Accommodation and shall be borne by the tenants of the Residential Units according to the proportions borne by the number of the Management Shares of their respective Residential Unit to the total number of Management Shares allocated to all the Residential Units.
- (c) Where any expenditure relates to the Hub Recreational Facilities, the expenditure shall form part of the Management Expenses of the Hub Recreational Facilities and shall be borne as to:-
 - (i) 50% by the Developer as the owner of the Hub Recreational Facilities; and
 - (ii) 50% by the tenants of the Residential Units according to the proportions borne by the number of the Management Shares of their respective Residential Unit to the total number of Management Shares allocated to all the Residential Units.
- (d) Where any expenditure relates to the Hub Common Areas or the Hub Common Facilities, the expenditure shall form part of the Management Expenses of the Elderly HUB and shall be borne as to:-
 - (i) 33.33% by the Developer as the owner of the Retail Area and Hub Recreational Facilities (or, if the Developer so requires, the operator(s) of the Retail Area and/or Hub Recreational Facilities according to the proportion(s) as designated by the Developer);

- (ii) 33.33% by the Developer as the owner of the Day Care Centre and RCHE (or, if the Developer so requires, the operator(s) of the Day Care Centre and/or RCHE according to the proportion(s) as designated by the Developer); and
- (iii) 33.34% by the tenants of the Residential Units according to the proportions borne by the number of the Management Shares of their respective Residential Unit to the total number of Management Shares allocated to all the Residential Units.
- (e) Where any expenditure relates to the Day Care Centre, the expenditure shall form part of the Management Expenses of the Day Care Centre and shall be borne by the Developer as the owner of the Day Care Centre (or, if the Developer so requires, the operator(s) of the Day Care Centre according to the proportion(s) as designated by the Developer).
- (f) Where any expenditure relates to the RCHE, the expenditure shall form part of the Management Expenses of the RCHE and shall be borne by the Developer as the owner of the RCHE (or, if the Developer so requires, the operator(s) of the RCHE according to the proportion(s) as designated by the Developer).
- (g) Where any expenditure relates to (i) the Estate Common Areas or the Estate Common Facilities, or (ii) does not fall under any of the sub-clauses (a) to (f) of this Clause 5, the expenditure shall form part of the Management Expenses of the Estate as a whole and shall be borne as to:-
 - (A) 76.05% by the tenants of the Residential Units according to the proportions borne by the number of the Management Shares of their respective Residential Unit to the total number of Management Shares allocated to all the Residential Units:
 - (B) 0.13% by the Developer as the owner of the Carpark Area (or, if the Developer so requires, the operator(s) of the Carpark Area according to the proportion(s) as designated by the Developer);
 - (C) 3.38% by the Developer as the owner of the Day Care Centre (or, if the Developer so requires, the operator(s) of the Day Care Centre according to the proportion(s) as designated by the Developer);
 - (D) 15.07% by the Developer as the owner of the RCHE (or, if the Developer so requires, the operator(s) of the RCHE according to the proportion(s) as designated by the Developer); and
 - (E) 5.37% by the Developer as the owner of the Retail Area and the Hub Recreational Facilities (or, if the Developer so requires, the operator(s) of the Retail Area and/or Hub Recreational Facilities according to the proportion(s) as designated by the Developer).
- (h) Where any expenditure relates to the external walls, curtain walls and fences of the whole Estate, such expenditure shall form part of the Management Expenses of such items and shall be borne by the Developer.
- (i) Notwithstanding anything contained in sub-clauses (a) to (h) of this Clause 5:-

- (i) where any expenditure relates solely to or is solely for the benefit of any Residential Unit and no tenant other than the tenant(s) of that Residential Unit will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the tenant of such Residential Unit;
- (ii) where any expenditure relates solely to or is solely for the benefit of a group of tenants of the Residential Units but does not relate to or is not for the benefit of the other tenants of the Residential Units, the full amount of such expenditure shall be apportioned between the members of such group of tenants in proportion to their respective Management Shares; and
- (iii) where any expenditure relates solely to or is solely for the benefit of any part(s) of the Retail Area and no occupier other than the occupier(s) of that part(s) will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Developer as the owner of the Retail Area (or, if the Developer so requires, the operator(s) of that part(s) of the Retail Area according to the proportion(s) as designated by the Developer).
- (j) For the avoidance of doubt, the Developer shall be deemed to be the tenant of any unlet Residential Units for the purpose of this Clause 5.

6. **DEVELOPER'S CONTRIBUTION**

- (a) The Developer will contribute an amount equivalent to 20% of the budgeted Management Expenses (which shall exclude those of a capital nature, and which shall be net of any proceeds from insurance claims and any sundry income of whatever nature received by the Manager in carrying out its duties and/or exercising its powers under this Deed) required to be borne by the tenants of the Residential Units under Clauses 5(b), 5(c)(ii), 5(d)(iii) and 5(g)(A) (the "Developer's Contribution") commencing from the commencement date of the lease agreement in relation to the Residential Units with the earliest commencement date (the "Commencement Date").
- (b) The Developer's Contribution shall be paid to the Manager by way of such interim payments at such time or times as may be considered appropriate by the Developer at its discretion. The Manager shall after receipt of the Developer's Contribution apportion and apply the same towards the payment of the relevant parts of the Management Expenses which the Developer's Contribution was based upon.

7. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

- (a) This Deed does not by itself confer any right or benefit on any person and it is not intended that any term of this Deed will be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623).
- (b) Nothing in Clause 7(a) shall however operate to prevent the terms of this Deed from being incorporated by reference in, or from being given effect to, by an

- Operating Document and in such way as to confer a benefit on a party to an Operating Document.
- (c) Any incorporation of any of the terms of this Deed in an Operating Document, or the giving of effect to any of the terms of this Deed by an Operating Document, shall be entirely dependent upon and be subject to the provisions of the Operating Document concerned.

8. AMENDMENTS

The Developer hereby reserves the right to amend or vary this Deed (including all Plans and Schedules) by further deeds expressed to be supplemental to this Deed.

9. CHINESE TRANSLATION OF THIS DEED

A Chinese translation of this Deed will made available for inspection by the tenants and occupiers of the Estate free of charge at the management office. The Manager shall, upon request by a tenant or occupier and upon payment of a reasonable charge for copying the same, send to such tenant or occupier a copy of such Chinese translation of this Deed. In the event of any discrepancy between the Chinese translation and the English version of this Deed, the English version shall prevail.

IN WITNES	S whereof,	the	Developer	has	executed	this	Deed	the	day	and	year	first	above
written.													

SEALED with the Common Seal of)
the Developer and SIGNED by)
)
)
)
whose signature(s) is/are verified by:	-)

Schedule Allocation of Management Shares

(A) Residential Units

Tower 1

Floor	Unit	No. of Unit Management Sh		
			of Each Unit	
6-37/F	A	28	11	
	В	28	14	
	С	28	13	
	D	28	16	
	Е	28	16	
	F	28	10	
	G	28	10	
	Н	28	13	
38/F	A	1	11	
	В	1	14	
	D	1	27	
	Е	1	26	
	G	1	10	
	Н	1	13	
Total of Tower 1		230	2,985	

Tower 2

Floor	Unit	No. of Unit Management Sha		
			of Each Unit	
10/F	A	1	7	
	В	1	14	
	С	1	13	
	D	1	8	
	Е	1	14	
	F	1	13	
	G	1	13	
	Н	1	15	
11-37/F	A	23	7	
	В	23	14	
	С	23	13	
	D	23	8	
	Е	23	11	
	F	23	10	
	G	23	10	
	Н	23	12	
Total of	Tower 2	192	2,052	

Tower 3

Floor	Unit	No. of Unit Management Short of Each Uni		
10/F	A	1	11	
10/1	B	1	14	
	C	1	13	
	D	1	16	
	E	1	13	
	F	1	9	
	G	1	21	
11-31/F	A	18	11	
	В	18	14	
	C	18	13	
	D	18	16	
	Е	18	10	
	F	18	7	
	G	18	18	
32-36/F	A	4	11	
	В	4	14	
	С	4	13	
	D	4	16	
	Е	4	11	
	F	4	7	
	G	4	18	
37/F	A	1	24	
	С	1	27	
	Е	1	11	
	F	1	7	
	G	1	18	
Total of	Tower 3	166	2,146	
Total of Resi	idential Units	588	7,183	

(B) Carpark Area

12 Management Shares

(C) RCHE

1,424 Management Shares

(D) Day Care Centre

319 Management Shares

(E) Retail Area

262 Management Shares

(F) Hub Recreational Facilities

245 Management Shares

GRAND TOTAL

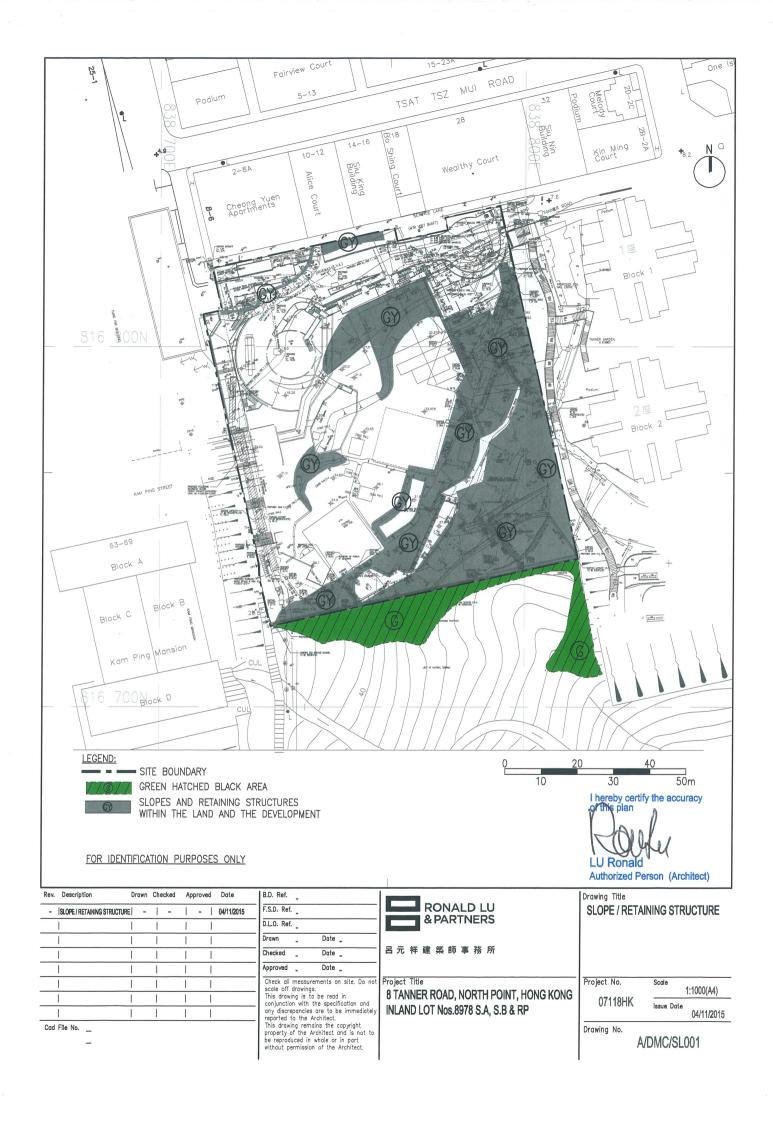
9,445 Management Shares

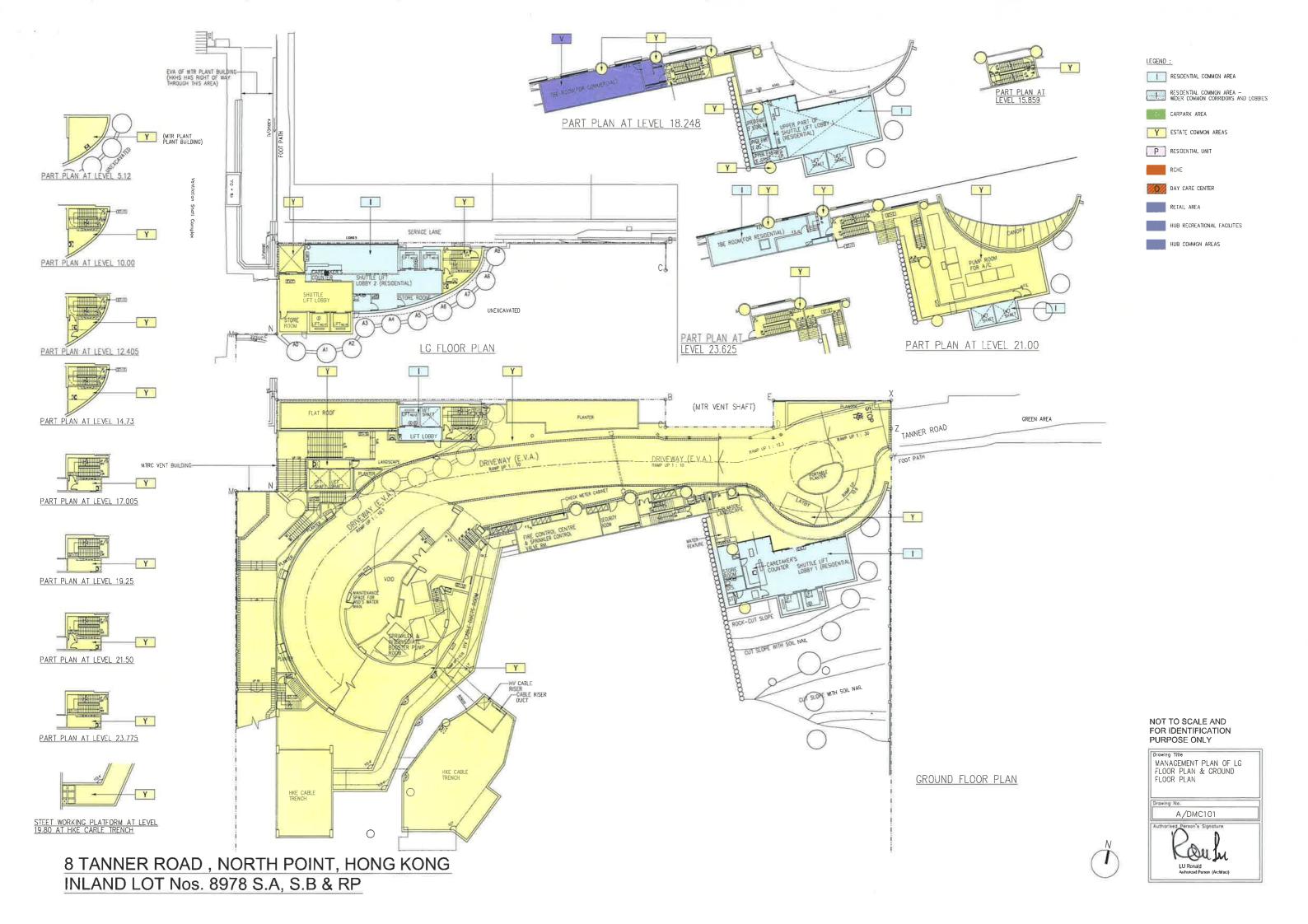
Remarks:-

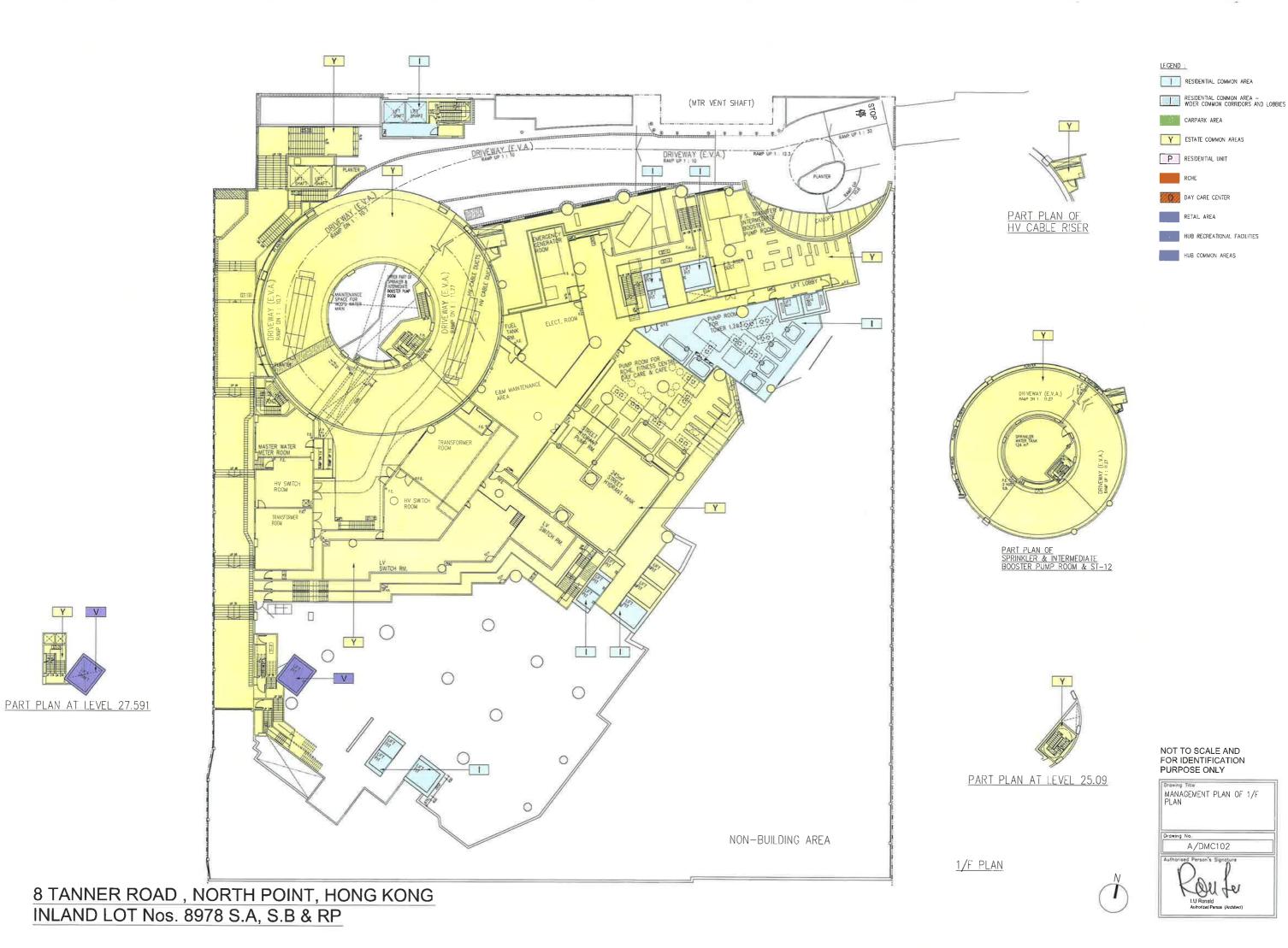
1. There is no 13/F, 14/F, 24/F and 34/F in the Estate.

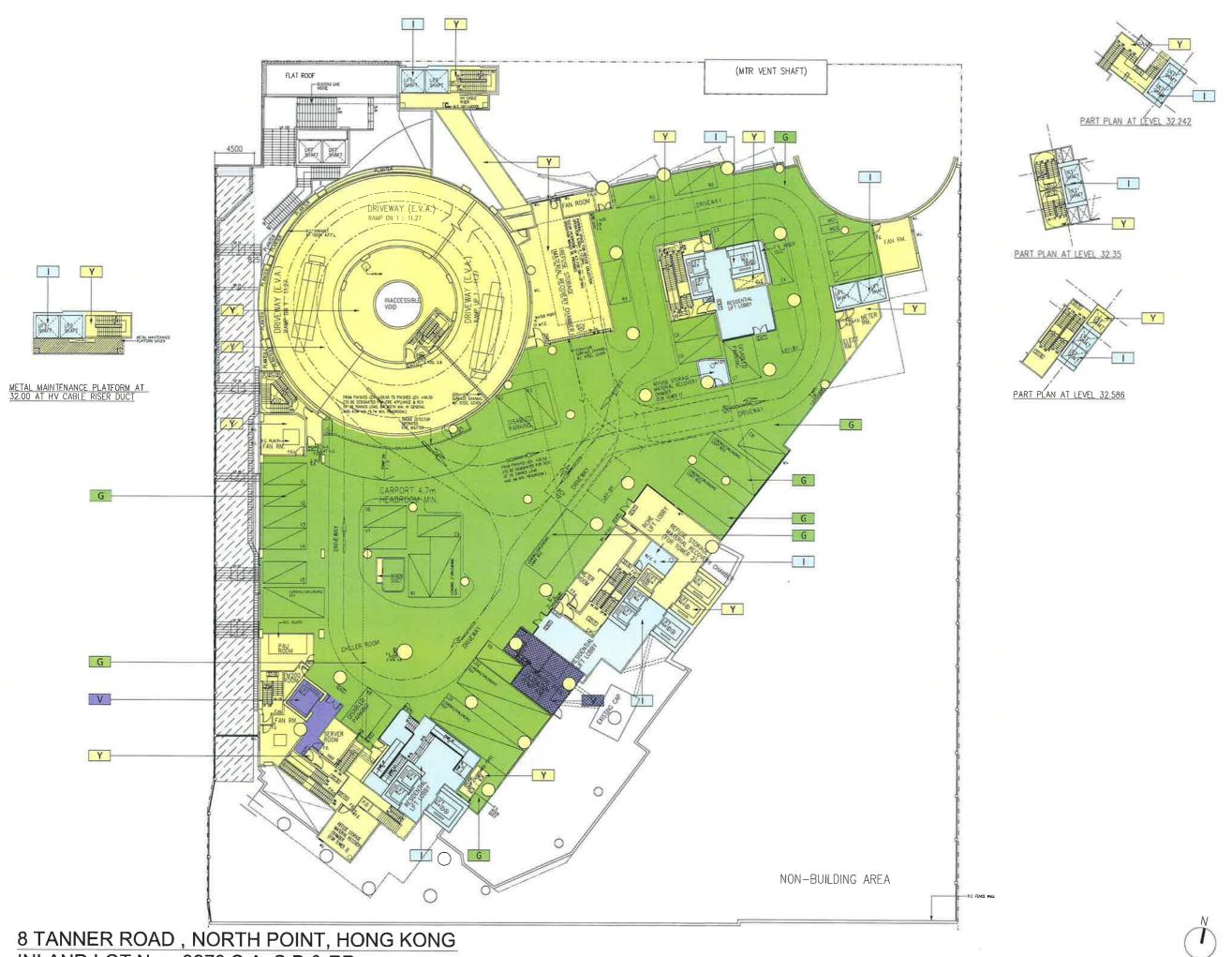
- 2. The following units are omitted:(a) Flat C on 38/F of Tower 1;

 - (b) Flat F on 38/F of Tower 1;
 - (c) Flat B on 37/F of Tower 3; and
 - (d) Flat D on 37/F of Tower 3.









RESIDENTIAL COMMON AREA — WIDER COMMON CORRIDORS AND LOBBIES CARPARK AREA Y ESTATE COMMON AREAS P RESIDENTIAL UNIT DAY CARE CENTER RETAIL AREA HUB RECREATIONAL FACILITIES HUB COMMON AREAS

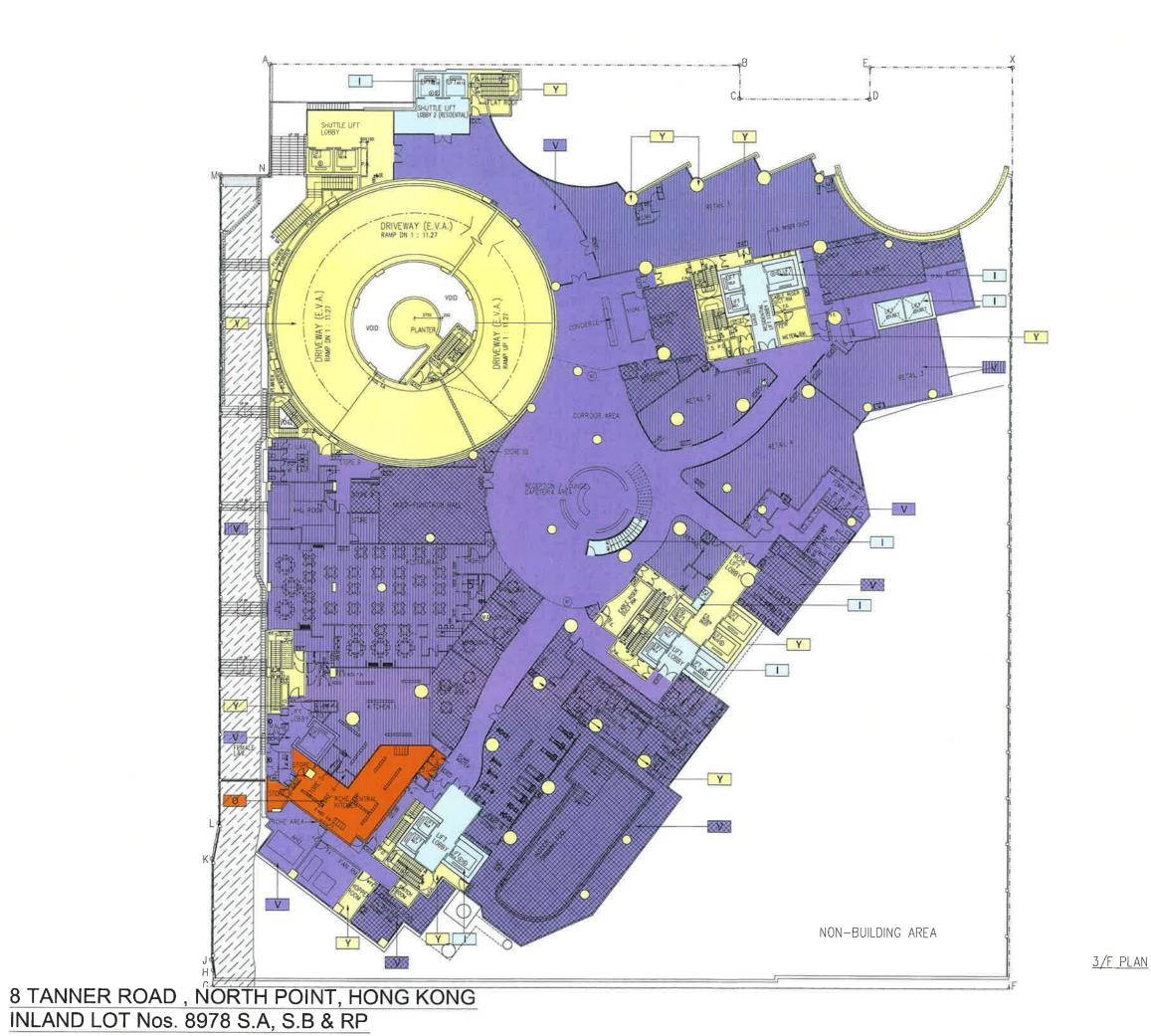
RESIDENTIAL COMMON AREA

<u>LEGEND</u>:

NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY



INLAND LOT Nos. 8978 S.A, S.B & RP



RESIDENTIAL COMMON AREA

RESIDENTIAL COMMON AREA —
WIDER COMMON CORRIDORS AND LOBBIES

CARPARK AREA

Y ESTATE COMMON AREAS

P RESIDENTIAL UNIT

O RCHE

DAY CARE CENTER

HUB RECREATIONAL FACILITIES

HUB COMMON AREAS

RETAIL AREA

NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY

Drawing Title
MANAGEMENT PLAN OF
3/F PLAN

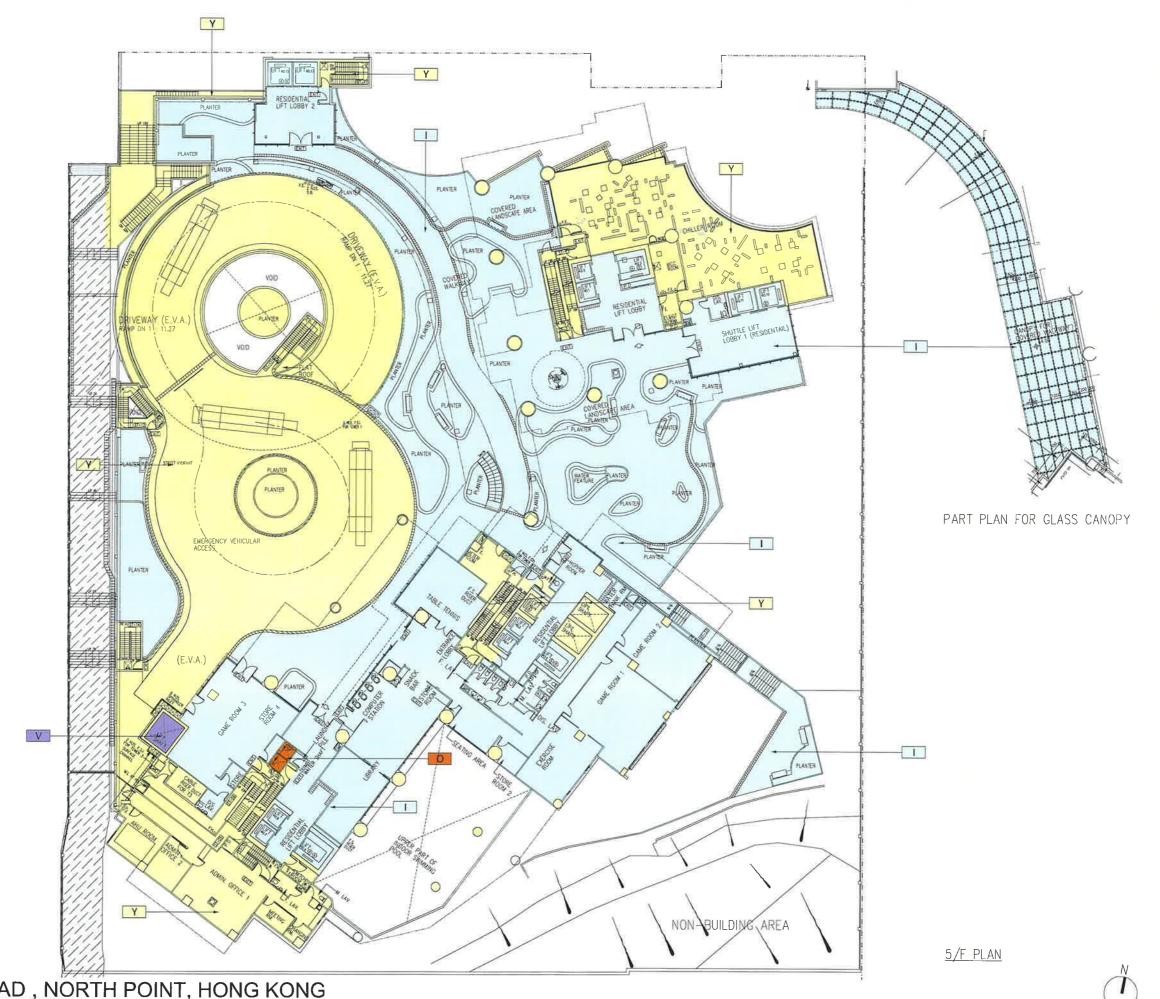
Drawing No.

A/DMC104

Authorised Person's Signature

LU Ronald
Authorized Person (Authlect)

Č



LEGEND :

RESIDENTIAL COMMON AREA

RESIDENTIAL COMMON AREA — WIDER COMMON CORRIDORS AND LOBBIES

CARPARK APE

Y ESTATE COMMON AREAS

P RESIDENTIAL UNIT

RCHE

DAY CARE CENTER

RETAIL AREA

HUB RECREATIONAL FACILITIES

HUB COMMON AREAS

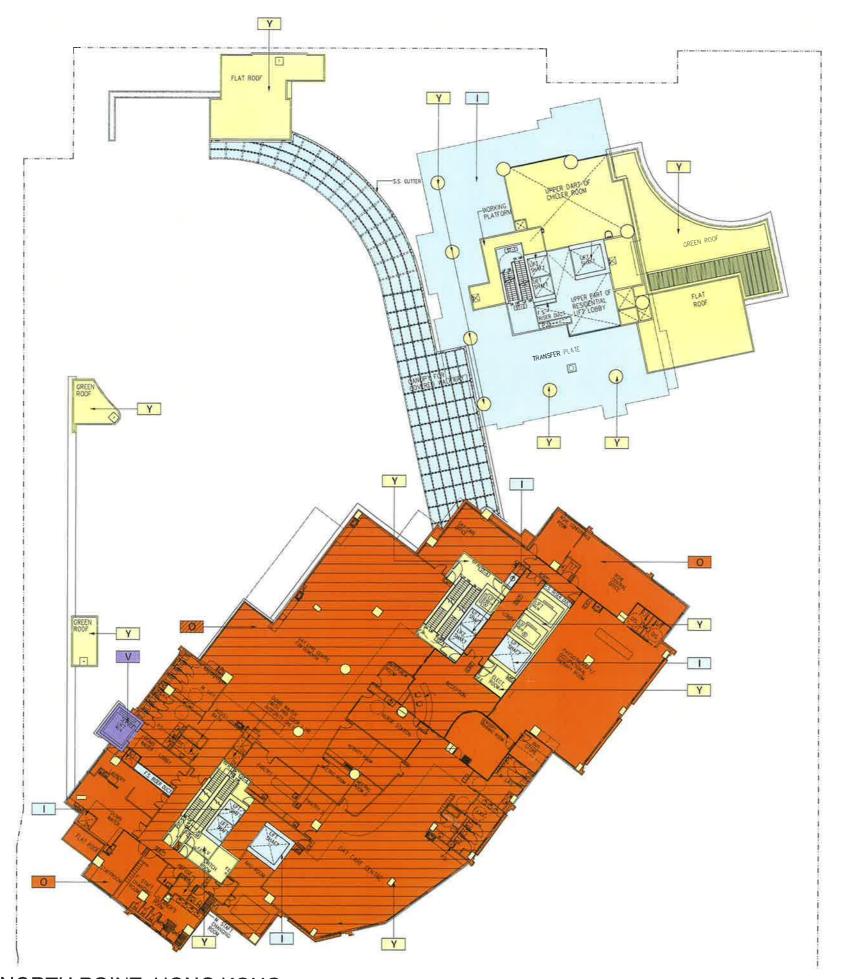
NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY

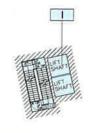
Drowing Title
MANAGEMENT PLAN OF
S/F PLAN

A/DMC105

LU Ronald

8 TANNER ROAD , NORTH POINT, HONG KONG INLAND LOT Nos. 8978 S.A, S.B & RP





PART PLAN AT LEVEL 46.077

RESIDENTIAL COMMON AREA

RESIDENTIAL COMMON AREA —
WIDER COMMON CORRIDORS AND LOBBIES

CARPARK AREA

Y ESTATE COMMON AREAS

P RESIDENTIAL UNIT

RCHE

DAY CARE CENTER

RETAIL AREA

HUB RECREATIONAL FACILITIES

HUB COMMON AREAS

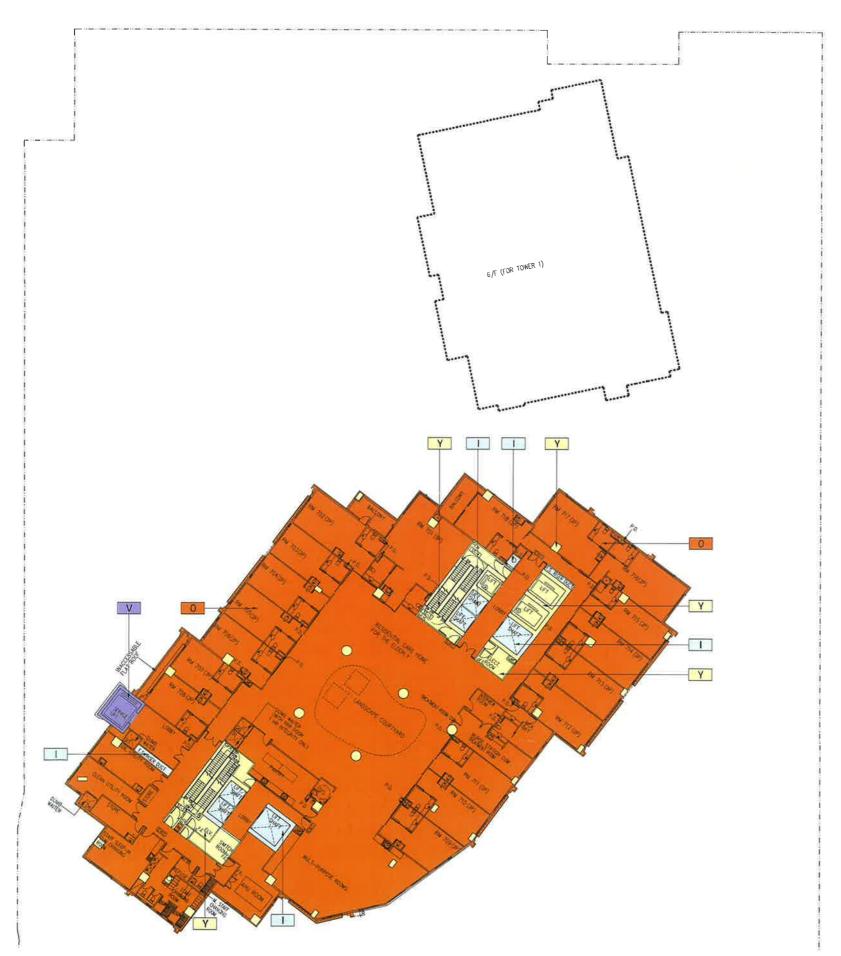
NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY

Drawing Title
MANAGEMENT PLAN OF
6/F PLAN FOR TOWER 2 & 3

Drawing No.
A/DMC106

Authorised Person's Signature

6/F PLAN



7/F PLAN



HUB RECREATIONAL FACILITIES

HUB COMMON AREAS

RETAIL AREA

NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY





LEGEND :

RESIDENTIAL COMMON AREA

RESIDENTIAL COMMON AREA - WIDER COMMON CORRIDORS AND LOBBIES

G CARPARK AREA

Y ESTATE COMMON AREAS

P RESIDENTIAL UNIT

RCHE

DAY CARE CENTER

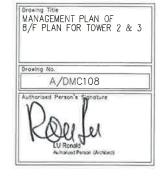
RETAIL AREA

HUB RECREATIONAL FACILITIES

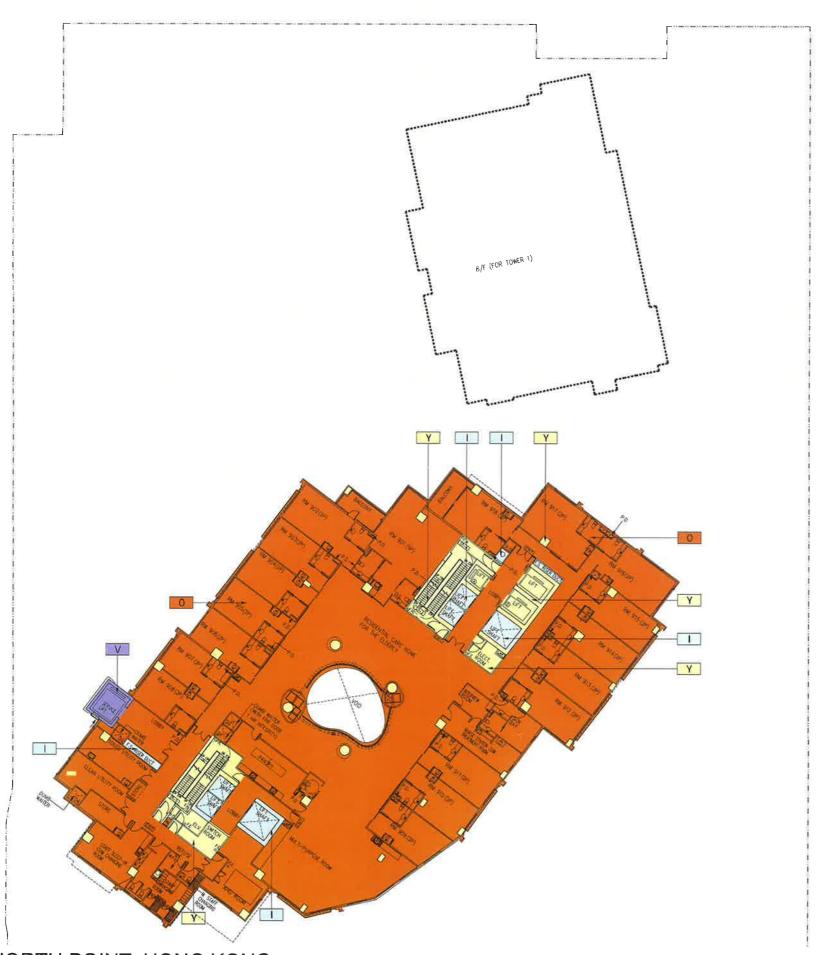
HUB COMMON AREAS

8/F PLAN





NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY



LEGEND:

I RESIDENTIAL COMMON AREA

RESIDENTIAL COMMON AREA —
WIDER COMMON CORRIDORS AND LOBBIES

CARPARK AREA

Y ESTATE COMMON AREAS

P RESIDENTIAL UNIT

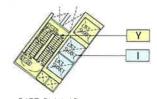
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DAY CARE CENTER

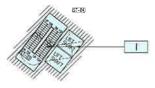
RETAIL AREA

HUB RECREATIONAL FACILITIES

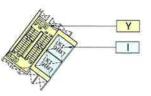
HUB COMMON AREAS



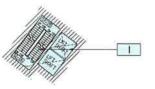
PART PLAN AT LEVEL 59.627



PART PLAN AT



PART PLAN AT LEVEL 59 627



PART PLAN AT LEVEL 62.213

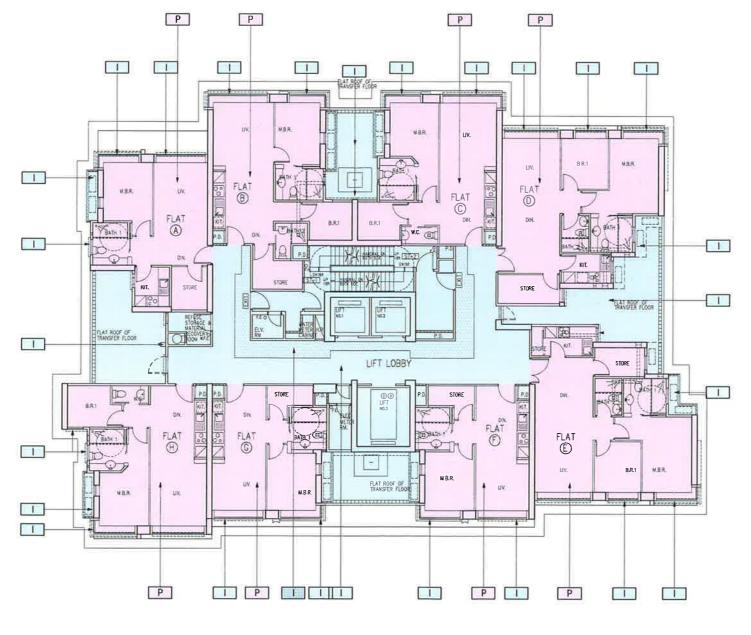
9/F PLAN



NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY



8 TANNER ROAD , NORTH POINT, HONG KONG INLAND LOT Nos. 8978 S.A, S.B & RP



6/F (1 STOREY) (LOW ZONE OF TOWER 1)

8 TANNER ROAD , NORTH POINT, HONG KONG INLAND LOT Nos. 8978 S.A, S.B & RP

LEGEND :

RESIDENTIAL COMMON AREA

RESIDENTIAL COMMON AREA — WIDER COMMON CORRIDORS AND LOBBIES

CARPARK AREA

Y ESTATE COMMON AREAS

P RESIDENTIAL UNIT

RCHE

DAY CARE CENTER

RETAIL AREA

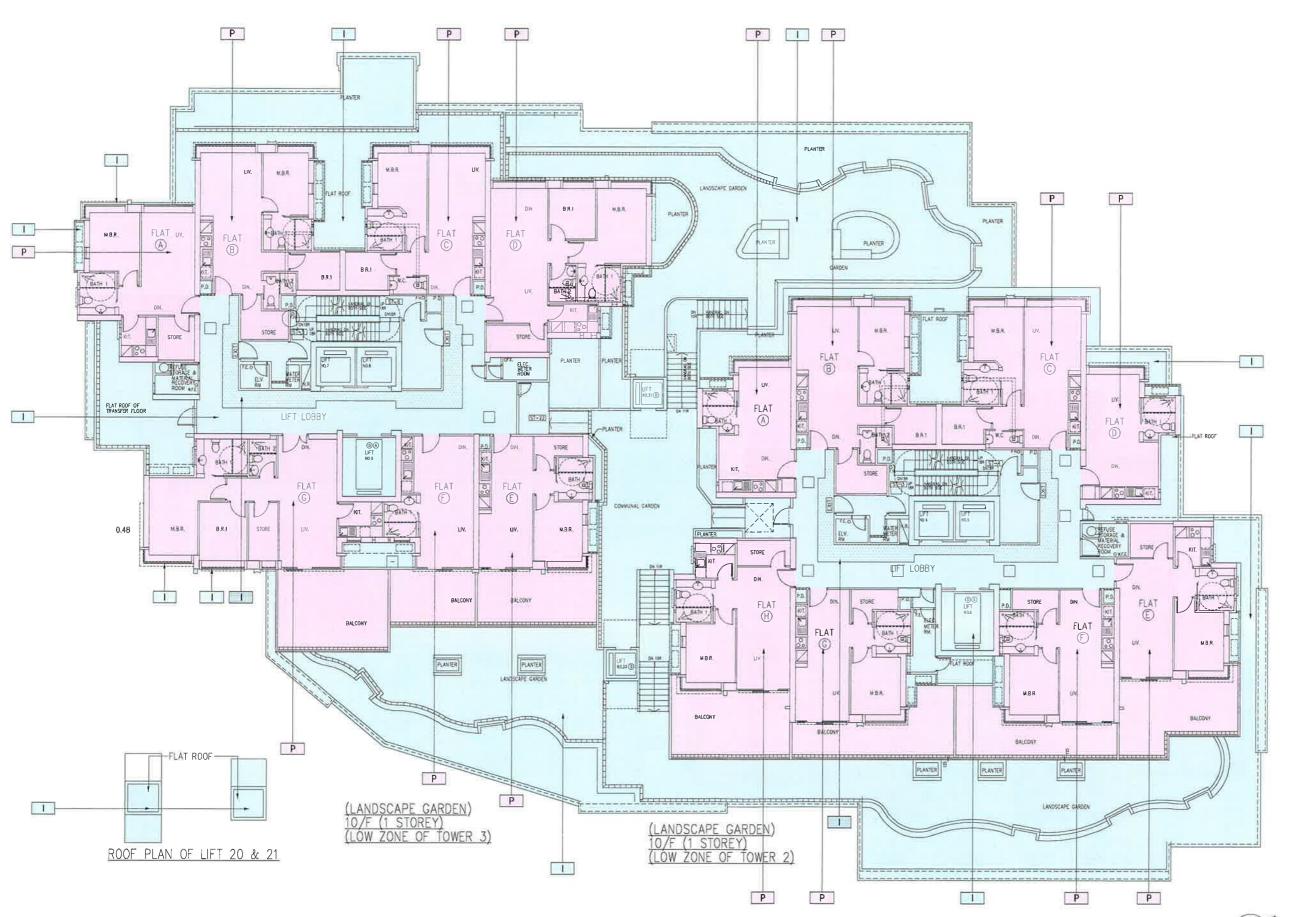
HUB RECREATIONAL FACILITIES

HUB COMMON AREAS

NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY







8 TANNER ROAD , NORTH POINT, HONG KONG INLAND LOT Nos. 8978 S.A, S.B & RP

LEGEND :

RESIDENTIAL COMMON AREA

RESIDENTIAL COMMON AREA —
WIDER COMMON CORRIDORS AND LOBBIES

G CARPARK AREA

Y ESTATE COMMON AREAS

P RESIDENTIAL UNIT

RCHE

DAY CARE CENTER

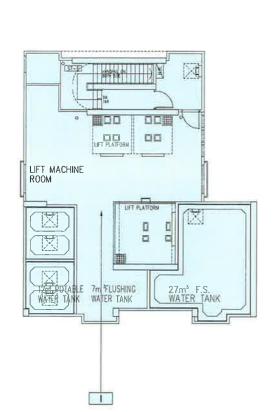
RETAIL AREA

HUB RECREATIONAL FACILITIES

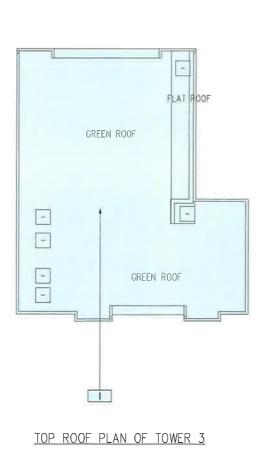
HUB COMMON AREAS

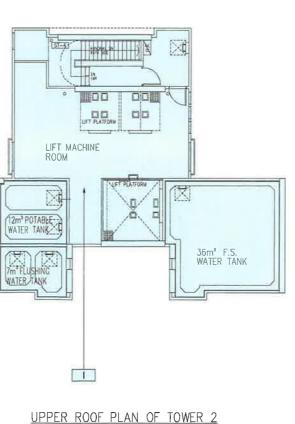
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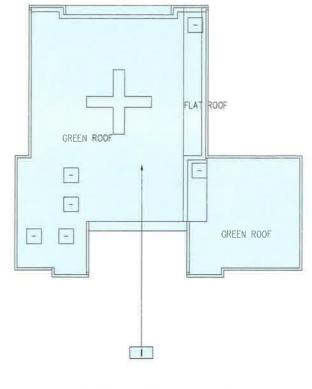




UPPER ROOF PLAN OF TOWER 3







TOP ROOF PLAN OF TOWER 2

8 TANNER ROAD, NORTH POINT, HONG KONG INLAND LOT Nos. 8978 S.A, S.B & RP

NOT TO SCALE AND FOR IDENTIFICATION PURPOSE ONLY

LEGEND :

RESIDENTIAL COMMON AREA

CARPARK AREA Y ESTATE COMMON AREAS P RESIDENTIAL UNIT RCHE

DAY CARE CENTER RETAIL AREA

HUB RECREATIONAL FACILITIES HUB COMMON AREAS

RESIDENTIAL COMMON AREA - WIDER COMMON CORRIDORS AND LOBBIES

Drawing Title
MANAGEMENT PLAN OF
UPPER ROOF PLAN
& TOP ROOF PLAN
FOR TOWER 2 & 3

