Dated

MTR CORPORATION LIMITED 香港鐵路有限公司

as the First Owner

and

]

]

as the First Phase 3 Purchaser

and

]

[

as the Manager

SUB-DEED OF MUTUAL COVENANT and MANAGEMENT AGREEMENT

in respect of

Phase 3 of THE PAVILIA FARM (柏傲莊) constructed on Sha Tin Town Lot No.520

3rd Draft: 13 April 2021

Deacons

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SUB-DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

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EXECUTION

SECTION A

PARTIES AND RECITALS

Date	THIS DEED is made the	day of	20			
Parties	BETWEEN					
	registered office is situate Kowloon Bay, Kowloon, H shall where the context so at (2) [Hong Kong (the " First Pha	ATION LIMITED 香港鐵 at MTR Headquarters Bui Hong Kong (the "First Own dmits include its successors an] of [ase 3 Purchaser" which express s executors, administrators, su	ilding, Telford Plaza, ner" which expression nd assigns);] ression shall where the			
	(3) [] whose registered o Hong Kong (the " Manager " y				
	where the context so admits	where the context so admits include its successors).				
Recitals	WHEREAS :-					
Supplemental	1. This Deed is supple	emental to the Principal Deed.				
Development	2. Phase 3 of the Dev	elopment has been constructed	d on the Land.			
Allocation of Shares		distribution, 61,139 equal und and the Development have be the First Schedule hereto.	-			
Assignment of First Assigned Phase 3 Premises	prior to this Deed and made Phase 3 Purchaser of the oth parts or shares of and in the and exclusive right to hold u of the Development (the "F	bearing even date herewith between the First Owner of the her part, all those [] equa e Land and the Development use occupy and enjoy all that first Assigned Phase 3 Premi by the First Owner (the " Assig	e one part and the First al undivided 335,355 th together with the sole [] ises ") was assigned to			

Purpose of Deed	5. of :-	The part	The parties hereto have agreed to enter into this Deed for the purposes		
		(a)	defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of Phase 3 and sub-allocating Shares and Management Units to various parts of Phase 3;		
		(b)	(b) making provisions for the management of Phase 3;		
		(c)	appointing [] as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained; and		
		(d)	without limiting the generality of this sub-clause, identifying those parts of Phase 3 which will form part of the Common Areas and the Common Services and Facilities under the Principal Deed.		
Approval	6. Govern	The Dire ment Grau	ector has given his approval to this Deed in accordance with the nt.		

OPERATIVE PARTS

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

SECTION B

DEFINITIONS

- 1. Terms (other than those set out in Clause 2 below) defined in the Principal Deed shall have the same meaning when used in this Deed.
- 2. In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires.

"Common Areas in
Phase 3"means (i) the Estate Common Areas in Phase 3, (ii) the Residential Common
Areas in Phase 3 and (iii) the Residential Car Park Common Areas in Phase 3;

- "Common Servicesmeans (i) the Estate Common Services and Facilities in Phase 3, (ii) the
Residential Common Services and Facilities in Phase 3 and (iii) the Residential
Car Park Common Services and Facilities in Phase 3;
- "**Deed**" means this Deed as amended or varied from time to time;

 "Estate Common Areas in Phase 3"
 means all those parts of Estate Common Areas within Phase 3 including but not limited to those parts of the Greenery Areas which serve the Estate as a whole, all utilities, services, trenches, pits and facilities which serve the Estate, parts of the Setting-back Area, part of the 24-hour Walkway, parts of the Pedestrian Link, part of the Drainage Reserve or the New Drainage Reserve (as the case may be), part of the Waterworks Reserve, driveways, run in and out, the Public Lay-By, but excluding anything contained in the Residential Car Park Common Areas in Phase 3 and the Residential Common Areas in Phase 3; the Estate Common Areas in Phase 3 are for the purpose of identification only as shown (where possible and capable of being shown) coloured green and green hatched black on the plans annexed hereto;

- "Estate Common means all those parts of Estate Common Services and Facilities within Phase 3 including but not limited to sewers, gutters, drains, watercourses, pipes and ducts; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and firefighting systems, equipment and apparatus; security systems, equipment and apparatus; and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate but excluding anything contained in the Residential Car Park Common Services and Facilities in Phase 3;
- "EV Parking Spaces in means the [] Residential Parking Spaces in Phase 3 numbered [] (both inclusive) as shown on the Basement Level 2 Floor Plan and Basement Level 1 Floor Plan hereto annexed; each referred herein to as "EV Parking Space in Phase 3";
- "Noise Mitigation means all those Noise Mitigation Measures within Phase 3 and a list of the Residential Units in Phase 3 designed with Noise Mitigation Measures serving

or belonging to particular Residential Unit in Phase 3 exclusively is set out in the Fourth Schedule hereto;

"Non-enclosed Areas means the Balcony and the Utility Platform respectively forming part of a Residential Unit in Phase 3 and the covered area underneath such Balcony and Utility Platform; and those Residential Units in Phase 3 with Balcony and/or Utility Platform are identified in the Third Schedule hereto and the locations of such Balconies and Utility Platforms are for identification purpose only marked "BAL." and "U.P." respectively on the plans annexed hereto;

"Phase 3" means Phase 3 of the Estate consisting of (inter alia) Tower 1 (1A & 1B) and Tower 8 (8A & 8B) constructed on the podium of the Estate, 234 Residential Parking Spaces (214 for motor vehicles and 20 for motor cycles) on Basement Level 1, part of the Private Recreational Areas and Facilities and the Common Areas in Phase 3 and the Common Services and Facilities in Phase 3 constructed in accordance with the Approved Plans [and in respect of which consent to assign has been issued by the Director of Lands] and known as "THE PAVILIA FARM III (柏傲莊 III)";

"Principal Deed" means the Principal Deed of Mutual Covenant and Management Agreement in respect of Sha Tin Town Lot No.520 dated [] and registered in the Land Registry with Memorial No. [];

"Residential Car Park means all those parts of the Residential Car Park Common Areas within Phase 3
 Phase 3" means all those parts of the Residential Car Park Common Areas within Phase 3
 Phase 3" and electricity room but excluding anything contained in the Estate Common Areas in Phase 3 and the Residential Common Areas in Phase 3; the Residential Car Park Common Areas in Phase 3 are for the purpose of identification only as shown (where possible and capable of being shown) coloured brown on the plans annexed hereto;

"Residential Car Park means all those Residential Car Park Common Services and Facilities within Phase 3 including, but not limited to, plant and machinery, electrical and mechanical ventilation installations, fittings and equipment, water supply apparatus, drains, channels, smoke vent, firefighting installation and equipment, security systems and apparatus and the Common EV Facilities within Phase 3;

"Residential Common Areas in Phase 3"
means all those parts of Residential Common Areas within Phase 3 including but not limited to Noise Mitigation Measures in Phase 3 (excluding those forming part or parts of a Residential Unit in Phase 3), Visitors' Car Parking Spaces within Phase 3, Bicycle Parking Spaces within Phase 3, loading and unloading spaces, electrical/extra low voltage duct, high voltage cable duct, fire services and sprinkler tank and pump room, part of the Private Recreational Areas and Facilities, low voltage switch rooms, fuel tank rooms, high voltage cable riser, emergency generation room, transformer room, sprinkler control valve rooms, libraries, covered landscape area, planters, drencher pump rooms, fire services pump room, caretakers' quarter, telecommunication and broadcasting equipment rooms, service corridor, part of the Pedestrian Link, potable and flushing water tank rooms, mail boxes, entrance lobbies, lift lobbies, lift shafts, common flat roofs, flat roofs (excluding those forming part or parts of a Residential Unit in Phase 3), air-conditioner platforms, corridors, wider common corridors and lift lobbies, extra low voltage riser ducts, pipe ducts, electrical meter rooms, refuse storage and material recovery rooms, hose reels, exhaust air ducts, water meter cabinets, doghouses, potable and flushing water pump room, pipe wells, inaccessible flat roofs, lift machine rooms, flushing tank room, potable tank room, fresh water tank room, staircases, landings, architectural features of the Towers in Phase 3 and associated supporting beams and columns, the refuge floors of the Towers in Phase 3, the external walls of the Towers in Phase 3 (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows), non-structural prefabricated external wall, parapet walls, structural walls and columns within or appertaining to the Residential Development in Phase 3 and other areas in Phase 3 designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas in Phase 3 and the Residential Car Park Common Areas in Phase 3; the Residential Common Areas in Phase 3 are for the purpose of identification only as shown (where possible or capable of being shown) coloured yellow and yellow stippled black on the plans annexed hereto;

"Residential Common means all those Residential Common Services and Facilities within Phase 3 including but not limited to, EV Facilities for Visitors' Car Parking Spaces in Phase 3."
 Facilities in Phase 3."
 Phase 3. aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, service lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Estate Common Services and Facilities in Phase 3;

- "Residential Parking means a Residential Parking Space within Phase 3.Space in Phase 3"
- "**Residential Unit in** means a Residential Unit within Phase 3. **Phase 3**"

SECTION C

RIGHTS OF OWNERS

Rights attaching to Shares	1. (a) Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed, be held by the person or persons from time to time entitled thereto together with the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in the First Schedule hereto and the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule of the Principal Deed but subject to the exceptions and reservations set out in Part II of the Second Schedule of the Principal Deed and subject also to the Building Rules and Fitting Out Rules as mentioned under Section K of the Principal Deed.
	(b) For the avoidance of doubt, all the easements, rights and privileges reserved to the First Owner and of all the other Owners in this Deed and the powers, duties, rights and privileges of the Manager contained in this Deed shall be subject to Clause 1(b) of Section C of the Principal Deed
Rights of First Owner	2. The First Owner shall, during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed, this Deed and the Station Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the Units in Phase 3 together with the appurtenances thereto and the entire rents and profits thereof save and except the First Assigned Phase 3 Premises.
Rights of First Phase 3 Purchaser	3. The First Phase 3 Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed, this Deed and the Station Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Phase 3 Premises together with the appurtenances thereto and the entire rents and profits thereof.

SECTION D

OBLIGATIONS OF OWNERS

Owners of Units in Phase 3 to comply	 The Owners of Units in Phase 3 and the Manager shall at all times hereafter so long as they remain as Owners of any Share in Phase 3 or manager of the Estate (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in: (a) the Government Grant; (b) the Principal Deed; 			
	(c) this Deed; and(d) the Station Assignment.			
Owners of Units in Phase 3 to observe restrictive covenants	2. The Owners of Units in Phase 3 shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule to the Principal Deed.			
Protection of Tai Wai Station	3. No provision contained in this Deed shall absolve any person (including an owner, an assignee of any right reserved to an Owner hereunder or under the Principal Deed and the Manager) from complying with any requirement relating to protection of the Tai Wai Station, the KCRC Railway and the Railway Structures and Installations as contained in the Government Grant and the Principal Deed.			
Management Charges	4. Each Owner of Unit in Phase 3 shall upon demand pay to the Manager the Management Charges in respect of any Unit in Phase 3 owned by him, calculated in accordance with the provisions of Section J of the Principal Deed.			
Effect of Section D	5. Nothing in this Section shall prejudice or limit the covenants, restrictions and prohibitions set out in the Principal Deed to be observed and performed by an Owner.			

SECTION E

INTERPRETATION AND MISCELLANEOUS

Marginal notes, headings and index	1. The marginal notes, headings and index are intended for guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.
Plurals and genders	2. In this Deed (if the context so permits or requires) words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.
Service of notices	3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided that if other address has been given by an Owner pursuant to Clause 3(d) of Section L of the Principal Deed, such notices or demands shall be sent by prepaid post to that address only and Provided further that where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.
	(b) All notices required to be given to the Manager shall be properly served if sent by prepaid post to or left at its registered office or the management office of the Estate or such other address as may be notified by the Manager from time to time.
	(c) All notices required to be given to the Owners Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Owners Committee at his usual residential address.
	(d) All non-resident Owners shall provide the Manager with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.
Covenants to run with the Land	4. The mutual covenants herein contained are intended to be annexed to and shall run with the Land and each and every Share therein and shall be enforceable by and against the Owner for the time being of any such Share both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Deed PROVIDED however that:-
	(a) each Owner of any Unit in Phase 3 on ceasing to be the

Owner of that Unit shall notify the Manager of such

cessation and of the name and address of the new Owner and notwithstanding the provisions of sub-clause (b) hereof and without prejudice to the liability of the new Owners, each such Owner shall remain liable for all sums payable in accordance with the provisions of the Principal Deed and this Deed and for the observance and performance of the terms and conditions of the Principal Deed and this Deed up to the date on which such notice is received by the Manager or, if later, the date they cease to be an Owner;

- (b) subject to sub-clause (a) hereof no person shall be liable under any of the covenants or provisions of the Principal Deed and this Deed in respect of any Share after ceasing to be the Owner thereof save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or provision prior to his ceasing to be the Owner thereof;
- (c) each Owner of any Unit in Phase 3 on becoming an Owner of any Unit in Phase 3 shall be liable for all arrears of Management Charges and other payments due under the Principal Deed and this Deed payable in respect of the Unit he purchases and for all breaches of the Principal Deed and this Deed committed by the prior Owner of the Unit he purchases and existing at the date he purchased such Unit.

Action by Owner(s)
 5. Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuse or fail to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed pursuant to Section F of the Principal Deed shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of this Clause shall apply mutatis mutandis to any action or proceeding brought by such Owner or Owners and to the recovering of any cost, damages or other moneys awarded therein.

Chinese6.Within one month of the date of this Deed, the First Owner shall atTranslationits own cost cause a direct translation in Chinese of this Deed to be made and
deposit a copy of this Deed and the Chinese translation in the management
office in the Estate for inspection by all Owners free of charge and for taking
copies at their own expense and upon payment of reasonable copying
charges. All charges received shall be credited to the estate account of the
Special Fund. In the event of a dispute as to the effect of the Chinese
translation and the English version of this Deed approved by the Director, the
English version is to prevail.

Plans of Common7.The Manager shall keep at the management office of the Estate and
make available for inspection by the Owners free of costs and charges during

normal office hours a copy of the common areas plans attached to this Deed. The said copies of plans shall be certified as to its accuracy by or on behalf of an authorised person (as defined under the Buildings Ordinance, any regulations made thereunder and any amending legislation) for Phase 3.

8. Nothing in this Deed shall prejudice or in any way be construed or constructed so as to prejudice or exclude the operation of the provisions of the Building Management Ordinance and the Schedules thereto.

9. (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for Phase 3 for the reference of the Owners of Units and the Manager setting out the following details:

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

(b) Within one (1) month after the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations for Phase 3 at the management office of the Estate for inspection by the Owners of Units free of charge and any Owner of a Unit or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the estate

Building Management Ordinance

Maintenance Manual for the Works and Installations for Phase 3

account of the Special Fund.

		(c)	(i)	The Manager shall on behalf of and at the cost and expense of the Owners of Units inspect, maintain and carry out all necessary works for the Common Areas in Phase 3 and the Common Services and Facilities in Phase 3 including those part or parts of the Works and Installations forming part of the Common Areas in Phase 3 and the Common Services and Facilities in Phase 3.
			(ii)	The Owner of a Unit in Phase 3 shall at his own costs and expense inspect, maintain and carry out all necessary works for the Unit including those part or parts of the Works and Installations forming part of the Unit.
Compliance with Government Grant	with the for the t	of the co e terms a time bein	nditions ond conditions on the condition of the second sec	ntained in this Deed shall be conflicting with or in of Government Grant and each Owner shall comply ions of the Government Grant as one of the Owners Land and the Manager shall comply with the terms vernment Grant so long as it is the Manager of the
Management Units		sidentia	l Parking	Management Units attributable to each Tower and Space in Phase 3 and each Residential Unit in Phase d Schedule hereto.
Common Areas in Phase 3 and Common Services and Facilities in Phase 3	Phase 3 shall up and the relating of the C shall be shall res of the 1 required the Mar Areas in with the	le hereto and the commo thereto Dwners P held by Sign or b Principa d by an hager or n Phase 3 e Shares	o are allo Common execution on Service to the Ma Provided 7 the Mana e wound 0 1 Deed a Owners 0 its liquid 3 and the 0 relating 1	Shares set out in paragraph (III) of Part I of the First cated by the First Owner to the Common Areas in Services and Facilities in Phase 3. The First Owner of this Deed assign the Common Areas in Phase 3 es and Facilities in Phase 3 together with the Shares nager, without consideration, for the general benefit That upon such assignment such areas and facilities ager as trustee for all the Owners and if the Manager up or are removed in accordance with the provisions and another manager appointed in its place or if Corporation for the Development (if formed), then ator (as the case may be) shall assign the Common Common Services and Facilities in Phase 3 together thereto (if any) free of costs or consideration to the wners Corporation (as appropriate) upon the same
Non-enclosed Areas in Phase 3		and all	covenant	ed Areas in Phase 3 are part of the Non-enclosed ts provisions terms stipulations and agreements I Deed in respect of Non-enclosed Areas shall apply

to the Non-enclosed Areas in Phase 3.

Noise Mitigation 14. The Noise Mitigation Measures in Phase 3 are part of the Noise Measures in Phase 3 Mitigation Measures and all covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of Noise Mitigation Measures shall apply to the Noise Mitigation Measures in Phase 3. **EV Parking Spaces in** 15. The EV Parking Spaces in Phase 3 are part of the EV Parking Spaces Phase 3 and all covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of EV Parking Spaces shall apply to the EV Parking Spaces in Phase 3. **Principal Deed** 16. All the covenants provisions terms stipulations and agreements and in particular without limitation the powers of the Manager contained in the Principal Deed and the obligation to pay Management Charges and other payments and deposits shall 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. In the event that any of the provisions of this Deed shall be inconsistent and shall conflict with the Principal Deed, the provisions of the Principal Deed shall prevail. No conflict 17. No provision contained in this Deed shall be conflicting with or in breach of the conditions of the Government Grant. The Shares allocated to the Common Areas in Phase 3 and the **Assignment of Shares** 18. allocated to Common Common Services and Facilities in Phase 3 together with the right to hold, Areas in Phase 3 and use, occupy and enjoy the Common Areas in Phase 3 and the Common **Common Services and** Services and Facilities in Phase 3 shall be assigned to and vested in the **Facilities in Phase 3** Manager free of costs or consideration upon execution of this Deed and shall upon such assignment to the Manager be held by the Manager as trustee for all Owners of the Development for the time being and in the event the Manager shall resign or be wound up or have an order for appointment of

> receiver or a bankruptcy order (as the case may be) made against it or is removed and another manager be appointed in its stead in accordance with the Principal Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Shares together with the Common Areas in Phase 3 and the Common Services and Facilities in Phase 3 which they represent free of costs or consideration to the new Manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in the Principal Deed and this Deed PROVIDED FURTHER THAT when the Owners Corporation has been formed, the Manager shall, at any time if required by the Owners Corporation, assign the Shares allocated to the Common Areas in Phase 3 and the Common Services and Facilities in Phase 3 together with the right to hold, use, occupy and enjoy the Common Areas in Phase 3 and the Common Services and Facilities in Phase 3 to the Owners Corporation free of costs or consideration, in which event, the Owners Corporation shall hold the same for the benefit of all Owners of the

Development for the time being.

Residential care homes19. No provision contained in this Deed shall operate to prohibit,
prevent, hinder or prejudice the establishment or operation of residential care
home as defined in the Residential Care Homes (Elderly Persons) Ordinance
(Chapter 459 of the Laws of Hong Kong), any regulations made thereunder
and any amending or replacing legislation ("RCHE"), or residential care
home for PWDs defined in the Residential Care Homes (Persons with
Disabilities) Ordinance (Chapter 613 of the Laws of Hong Kong), any
regulations made thereunder and any amending or replacing legislation
("RCHD"), or the use of the Land or any part thereof or any building or part
of any building erected thereon for the purpose of RCHE or RCHD.

THE FIRST SCHEDULE

Part I – Summary of Allocation of Shares

			<u>Number of</u> <u>Shares</u>
(I)	Residential Development in Phase 3		57,395
	Tower 1 (1A & 1B)	23,611	
	Tower 8 (8A & 8B)	33,784	
(II)	Residential Car Park in Phase 3		2,822
	214 residential car parking spaces (13 Shares each)	2,782	
	20 residential motor cycle parking spaces (2 Shares each)	40	
(III)	Common Areas in Phase 3 and Common Services and Facilities in Phase 3		922
Total:			61,139

			No. of Shares	
Tower	Floor	<u>Flat</u>	allocated to each Unit	Sub-Total
1 (1A)	7/F	A *	91	91
1 (17)	(1 storey)	B *	92	92
	(1 50103)	С *	50	50
		D *	30	30
		E *	44	44
	8/F-29/F	А	93	1,767
	(19 storeys)	В	93	1,767
	· · · ·	С	49	931
		D	29	551
		Ε	45	855
	31/F-52/F	А	93	1,860
	(20 storeys)	В	93	1,860
		С	70	1,400
		Ε	44	880
	55/F-61/F	А	156	1,092
	(7 storeys)	С	70	490
		Ε	44	308
	62/F	Α ^	170	170
	(1 storey)	C ^	131	131
1 (1B)	7/F	A *	70	70
	(1 storey)	B *	70	70
		C *	48	48
		D *	40	40
	8/F-29/F, 31/F-50/F	А	72	2,664
	(37 storeys)	В	72	2,664
		С	50	1,850
		D	43	1,591
	51/F	A #	146	146
	(1 storey)	C ^	54	54
		D ^	45 _	45
Total Shares of Tower 1 (1A & 1B) 23,611				

Part II -Allocation of Shares for each Residential Unit in Phase 3

23,611

Notes:

There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F. 30/F and 53/F are refuge floors. 1.

2.

Remarks:

with flat roof *

۸ with roof

with flat roof and roof

Tower	<u>Floor</u>	<u>Flat</u>	No. of Shares allocated to each Unit	Sub-Total
8 (8A)	7/F (1 storey)	A * B * C * D * E * F *	95 64 75 78 28 43	95 64 75 78 28 43
	8/F-16/F, 18/F-39/F (27 storeys)	A B C D E F	95 65 77 79 29 44	2,565 1,755 2,079 2,133 783 1,188
	41/F-61/F (19 storeys)	A B D F	113 118 95 44	2,147 2,242 1,805 836
	62/F (1 storey)	A ^ B ^ D ^ F ^	122 132 102 45	122 132 102 45
8 (8B)	7/F (1 storey)	A * B * C * D * E * F *	73 46 77 44 43 33	73 46 77 44 43 33
	8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)	A B C D E F	75 48 76 44 45 34	3,450 2,208 3,496 2,024 2,070 1,564
	62/F (1 storey)	A ^ C ^ E ^ F ^	127 128 48 36	127 128 48 36

Total Shares of Tower 8 (8A & 8B)

33,784 _____

Notes:

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F. 17/F and 40/F are refuge floors. 1.
- 2.

Remarks:

- * with flat roof
- ۸ with roof

THE SECOND SCHEDULE

Part I – Summary of Allocation of Management Units

			Number of
			<u>Management</u>
			<u>Units</u>
(I)	Residential Development in Phase 3		57,395
	Tower 1 (1A & 1B)	23,611	
	Tower 8 (8A & 8B)	33,784	
(II)	Residential Car Park in Phase 3		2,822
	214 residential car parking spaces (13 Management Units each)	2,782	
	20 residential motor cycle parking spaces (2 Management Units each)	40	
Total			60,217
iotai			00,217

Tower	Floor	<u>Flat</u>	No. of Management Units allocated to each Unit	<u>Sub-Total</u>
1 (1A)	7/F	A *	91	91
. ,	(1 storey)	B *	92	92
	· · · · · · · · · · · · · · · · · · ·	C *	50	50
		D *	30	30
		E *	44	44
	8/F-29/F	А	93	1,767
	(19 storeys)	В	93	1,767
	•	С	49	931
		D	29	551
		E	45	855
	31/F-52/F	А	93	1,860
	(20 storeys)	В	93	1,860
		С	70	1,400
		Е	44	880
	55/F-61/F	А	156	1,092
	(7 storeys)	С	70	490
		Е	44	308
	62/F	Α ^	170	170
	(1 storey)	C ^	131	131
1 (1B)	7/F	A *	70	70
	(1 storey)	B *	70	70
		C *	48	48
		D *	40	40
	8/F-29/F, 31/F-50/F	А	72	2,664
	(37 storeys)	В	72	2,664
		С	50	1,850
		D	43	1,591
	51/F	A #	146	146
	(1 storey)	C ^	54	54
		D ^	45	45
Total Ma	anagement Units of Tower	1 (1A & 1B)		23 611

Part II – Allocation of Management Units for each Residential Unit in Phase 3

Total Management Units of Tower 1 (1A & 1B)

23,611

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.

2. 30/F and 53/F are refuge floors.

Remarks:

- * with flat roof
- ^ with roof
- # with flat roof and roof

Tower	Floor	<u>Flat</u>	No. of Management Units allocated to each Unit	<u>Sub-Total</u>
8 (8A)	7/F (1 storey)	A * B * C * D * E * F *	95 64 75 78 28 43	95 64 75 78 28 43
	8/F-16/F, 18/F-39/F (27 storeys)	A B C D E F	95 65 77 79 29 44	2,565 1,755 2,079 2,133 783 1,188
	41/F-61/F (19 storeys)	A B D F	113 118 95 44	2,147 2,242 1,805 836
	62/F (1 storey)	A ^ B ^ D ^ F ^	122 132 102 45	122 132 102 45
8 (8B)	7/F (1 storey)	A * B * C * D * E * F *	73 46 77 44 43 33	73 46 77 44 43 33
	8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)	A B C D E F	75 48 76 44 45 34	3,450 2,208 3,496 2,024 2,070 1,564
	62/F (1 storey)	A ^ C ^ E ^ F ^	127 128 48 36	127 128 48 36

Total Management Units of Tower 8 (8A & 8B)

33,784

Notes:

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F. 17/F and 40/F are refuge floors. 1.
- 2.

Remarks:

- * with flat roof
- ۸ with roof

THE THIRD SCHEDULE

RESIDENTIAL UNITS IN PHASE 3 WITH BALCONY

Tower 1 (1A & 1B)					
Floor	Tower	Flat			
8/F – 29/F	1(1A)	A, B, C, D, E			
(excluding 13/F, 14/F & 24/F)	1(1B)	A, B, C, D			
31/F - 50/F	1(1A)	A, B, C, E			
(excluding 34/F & 44/F)	1(1B)	A, B, C, D			
51/F	1(1A)	A, B, C, E			
51/1	1(1B)	A, C, D			
52/F	1(1A)	A, B, C, E			
55/F – 61/F (excluding 53/F & 54/F)	1(1A)	A, C, E			
62/F	1(1A)	A, C			

Tower 8 (8A & 8B)					
Floor	Tower	Flat			
8/F – 16/F & 18/F – 39/F	8(8A)	A, B, C, D, E, F			
(excluding 13/F, 14/F, 24/F & 34/F)	8(8B)	A, B, C, D, E, F			
41/F – 61/F	8(8A)	A, B, D, F			
(excluding 44/F & 54/F)	8(8B)	A, B, C, D, E, F			
62/F	8(8A)	A, B, D, F			
62/1	8(8B)	A, C, E, F			

RESIDENTIAL UNITS IN PHASE 3 WITH UTILITY PLATFORM

Tower 1 (1A & 1B)				
Floor	Tower	Flat		
8/F – 29/F	1(1A)	A, B, C, E		
(excluding 13/F, 14/F & 24/F)	1(1B)	A, B, C, D		
31/F - 50/F	1(1A)	A, B, C, E		
(excluding 34/F & 44/F)	1(1B)	A, B, C, D		
51/F	1(1A)	A, B, C, E		
51/1	1(1B)	A, C, D		
52/F	1(1A)	A, B, C, E		
55/F – 61/F (excluding 53/F & 54/F)	1(1A)	A, C, E		
62/F	1(1A)	A, C		

Tower 8 (8A & 8B)				
Floor	Tower	Flat		
7/F	8(8A)	A, D		
8/F – 16/F & 18/F – 39/F	8(8A)	A, B, C, D, F		
(excluding 13/F, 14/F, 24/F & 34/F)	8(8B)	A, B, C, D, E		
41/F - 61/F	8(8A)	A, B, D, F		
(excluding 44/F & 54/F)	8(8B)	A, B, C, D, E		
62/F	8(8A)	A, B, D, F		
02/1	8(8B)	A, C, E		

THE FOURTH SCHEDULE

RESIDENTIAL UNITS IN PHASE 3 WITH NOISE MITIGATION MEASURES SERVING OR BELONGING TO PARTICULAR RESIDENTIAL UNITS IN PHASE 3 EXCLUSIVELY

1. Acoustic fins are installed in the following location of Residential Units in Phase 3 for noise mitigation:

Tower	Floor	<u>Flat</u>	<u>Room</u>
Tower 8 (8B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-62/F	С	M.B.R

2. Acoustic doors (baffle type) are installed in the following Residential Units in Phase 3 for noise mitigation:

Tower	Floor	<u>Flat</u>
Tower 8 (8A)	7/F	А
Tower 8 (8A)	7/F	В
Tower 8 (8A)	7/F	С

3. Acoustic balconies (baffle type) are installed in the following Residential Units in Phase 3 for noise mitigation:

Tower	Floor	<u>Flat</u>
Tower 1 (1B)	8/F-10/F	А
Tower 1 (1B)	8/F-12/F, 15/F-22/F	В
Tower 8 (8A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-27/F	В
Tower 8 (8A)	8/F-12/F	С
Tower 8 (8B)	15/F-16/F, 18/F-23/F, 25/F-29/F	С

4. Acoustic utility platforms (baffle type) are installed in the following Residential Units in Phase 3 for noise mitigation:

Tower	Floor	<u>Flat</u>
Tower 1 (1B)	8/F-12/F, 15/F-19/F	А
Tower 1 (1B)	8/F-12/F, 15/F-23/F, 25/F	В
Tower 8 (8A)	8/F-12/F, 15/F	А
Tower 8 (8A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-28/F	В
Tower 8 (8B)	19/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	D
Tower 8 (8B)	22/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-62/F	Е

5. Acoustic windows (baffle type) are installed in the following Residential Units in Phase 3 for noise mitigation:

Tower	Floor	<u>Flat</u>
Tower 1 (1B)	8/F-12/F, 15/F-20/F	А
Tower 1 (1B)	8/F-12/F, 15/F-23/F, 25/F-29/F	В
Tower 8 (8A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-26/F	А
Tower 8 (8A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-28/F	В
Tower 8 (8A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-26/F	С
Tower 8 (8B)	18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-60/F	D

6. Fixed glazing are installed in the following location of Residential Units in Phase 3 for noise mitigation:

Tower	Floor	<u>Flat</u>	Room
Tower 1 (1B)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	А	LIV., M.B.R, B.R.1 and B.R.2
Tower 1 (1B)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	В	LIV., M.B.R, B.R.1 and B.R.2
Tower 8 (8A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F	А	LIV., M.B.R, B.R.1 and B.R.2
Tower 8 (8A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F	В	LIV., M.B.R, B.R.1 and B.R.2
Tower 8 (8A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F	С	LIV., M.B.R, B.R.1 and B.R.2
Tower 8 (8B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	С	LIV. and B.R.1
Tower 8 (8B)	62/F	C	B.R.1 and B.R.2
Tower 8 (8B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	D	LIV., M.B.R and B.R.1
Tower 8 (8B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-62/F	Е	LIV. and M.B.R

Notes :

- 1. M.B.R. refers to Master Bedroom;
- 2. B.R.1 refers to Bedroom 1;
- 3. B.R.2 refers to Bedroom 2; and
- 4. LIV. refers to Living Room.

SIGNED SEALED AND DELIVERED by

)		
as the lawful attorney of MTR CORPORATION)		
LIMITED 香港鐵路有限公司 in its capacity as)		
the First Owner whose signature(s) is/are)		
verified by/in the presence of :-			

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SIGNED SEALED AND DELIVERED by

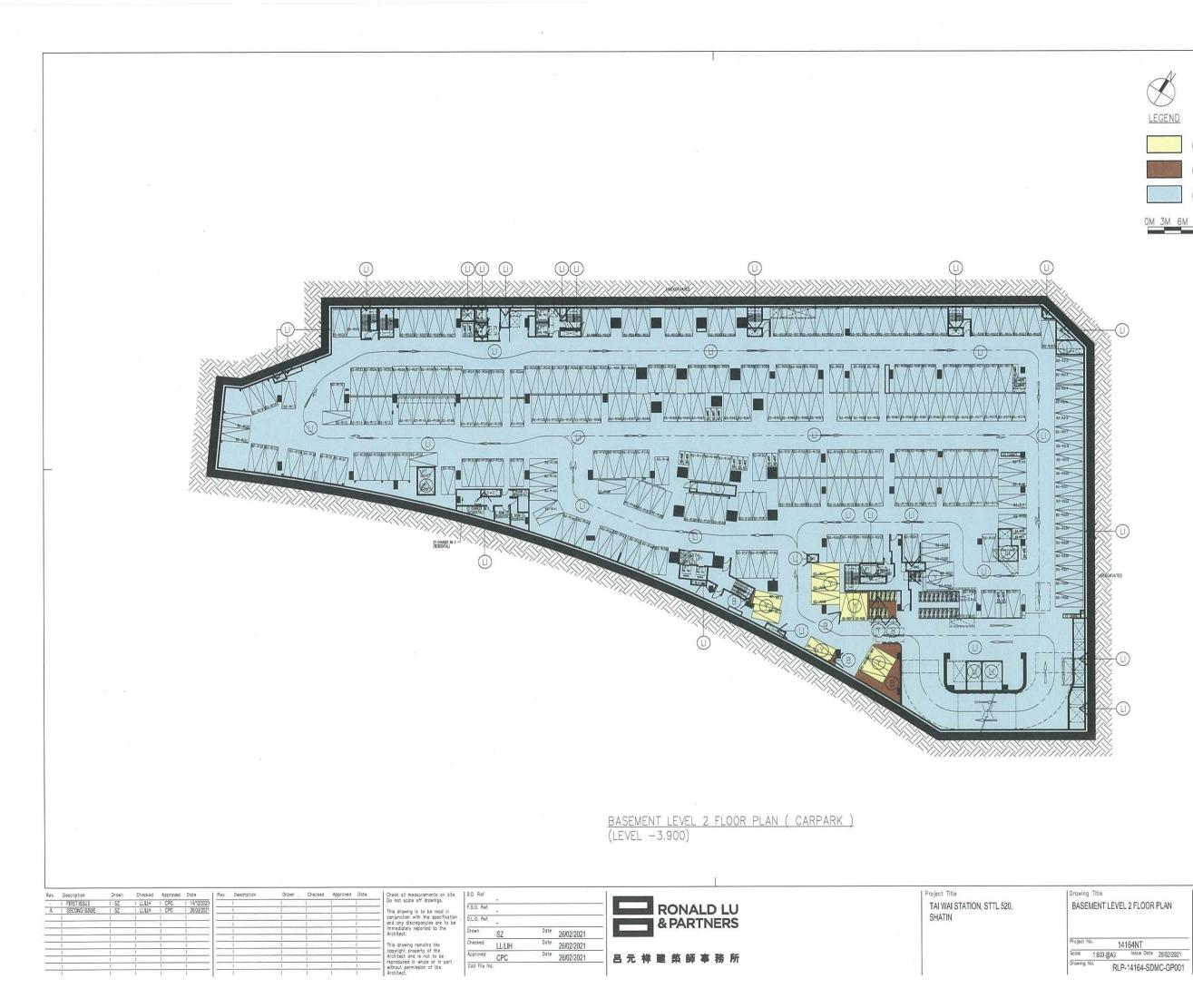
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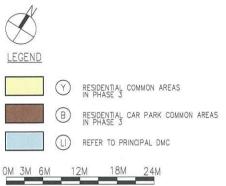
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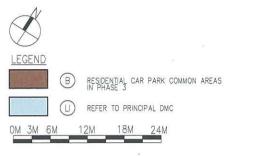
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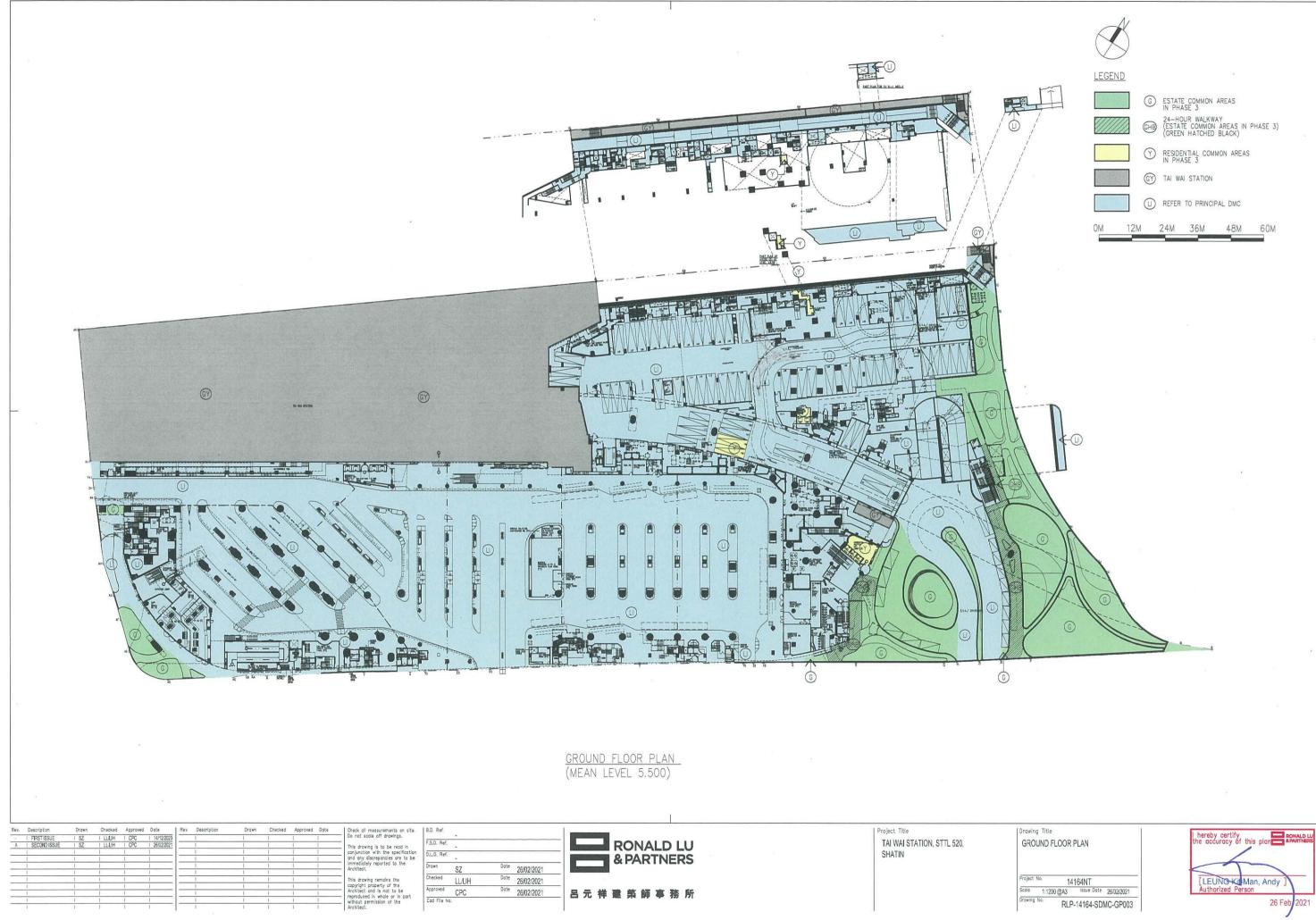
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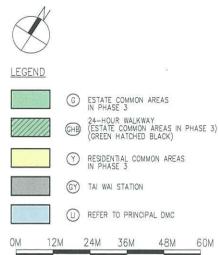


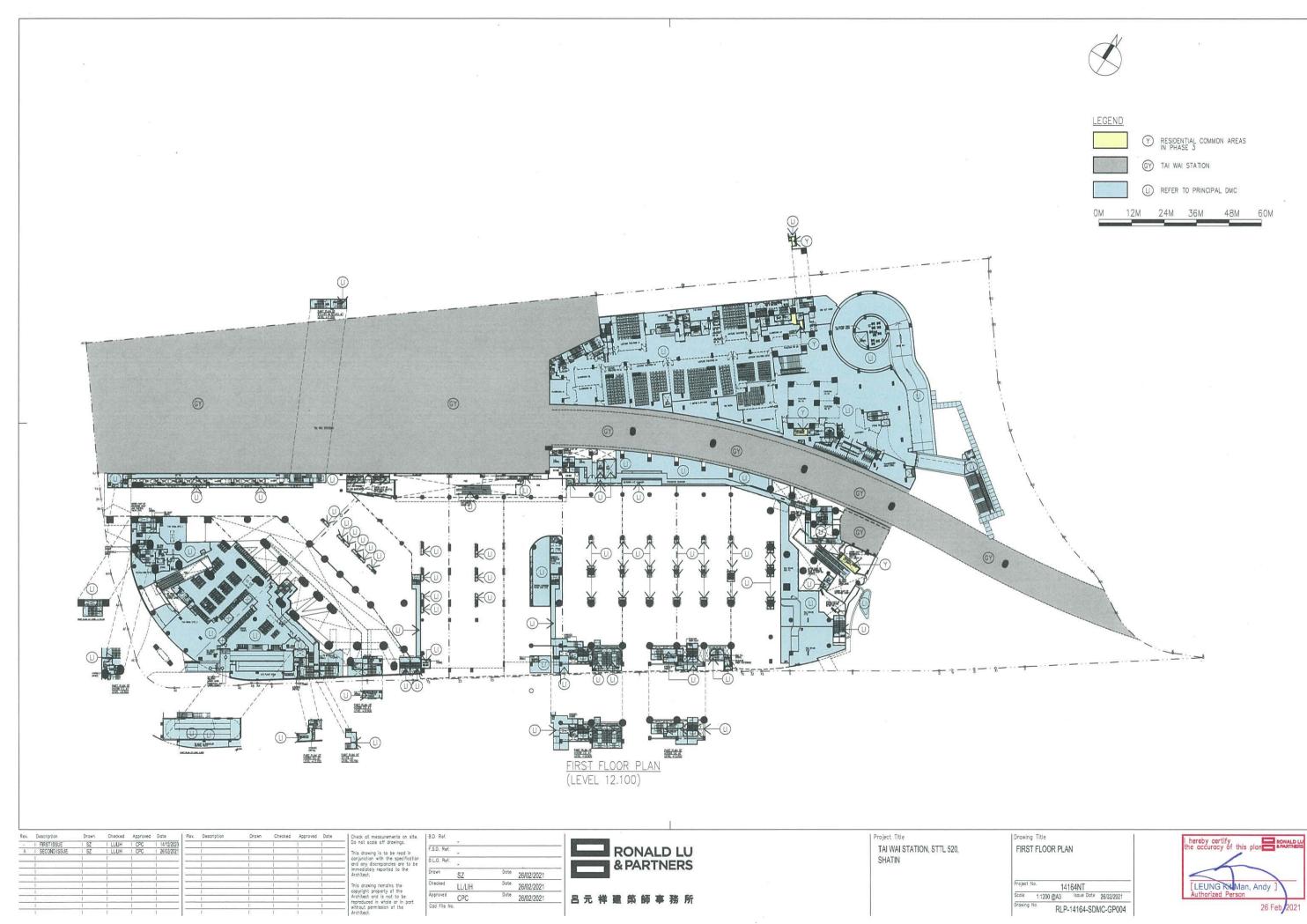


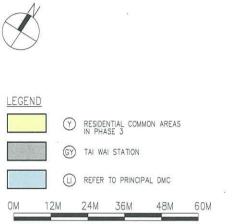


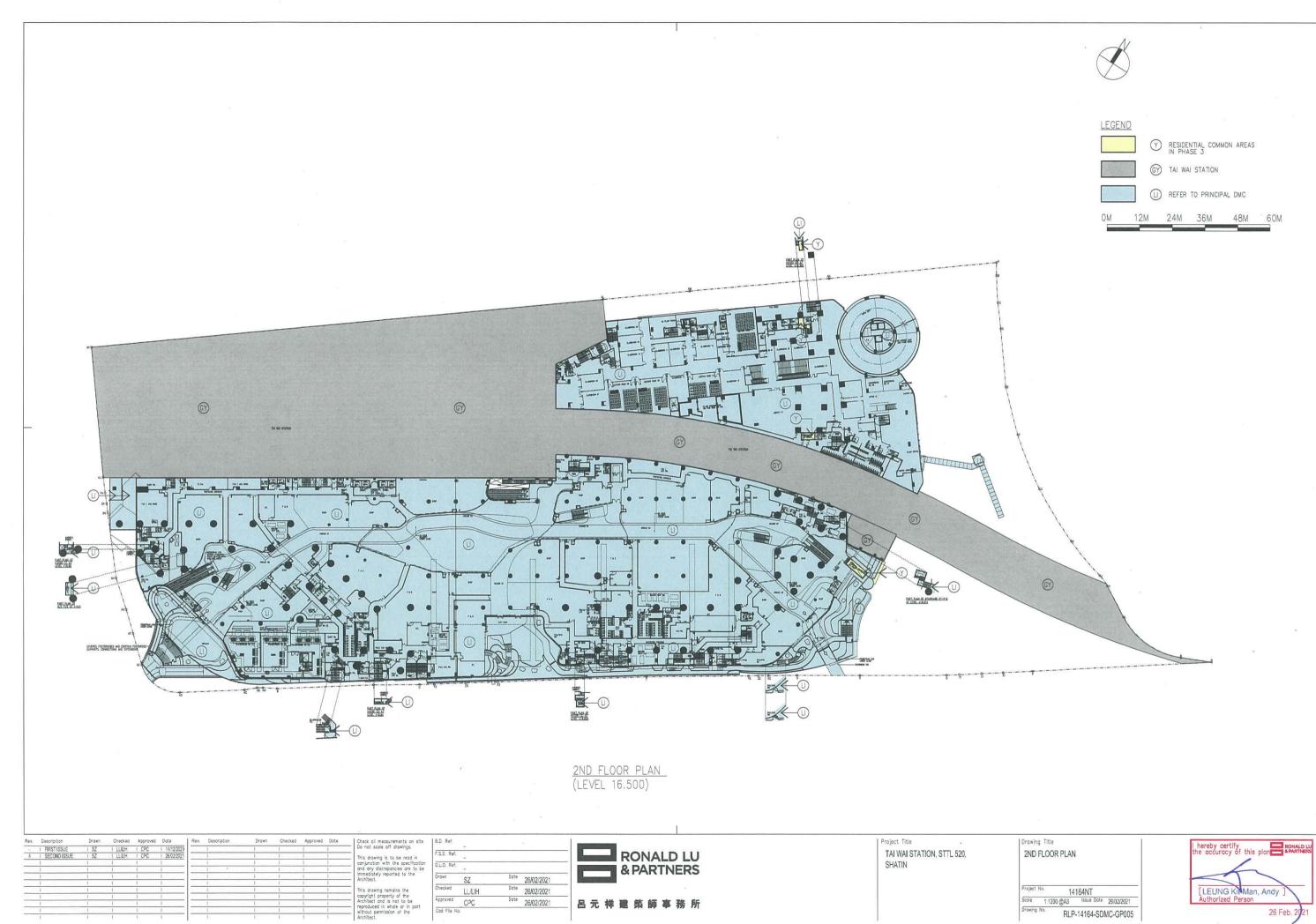


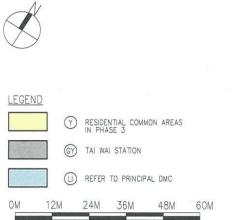




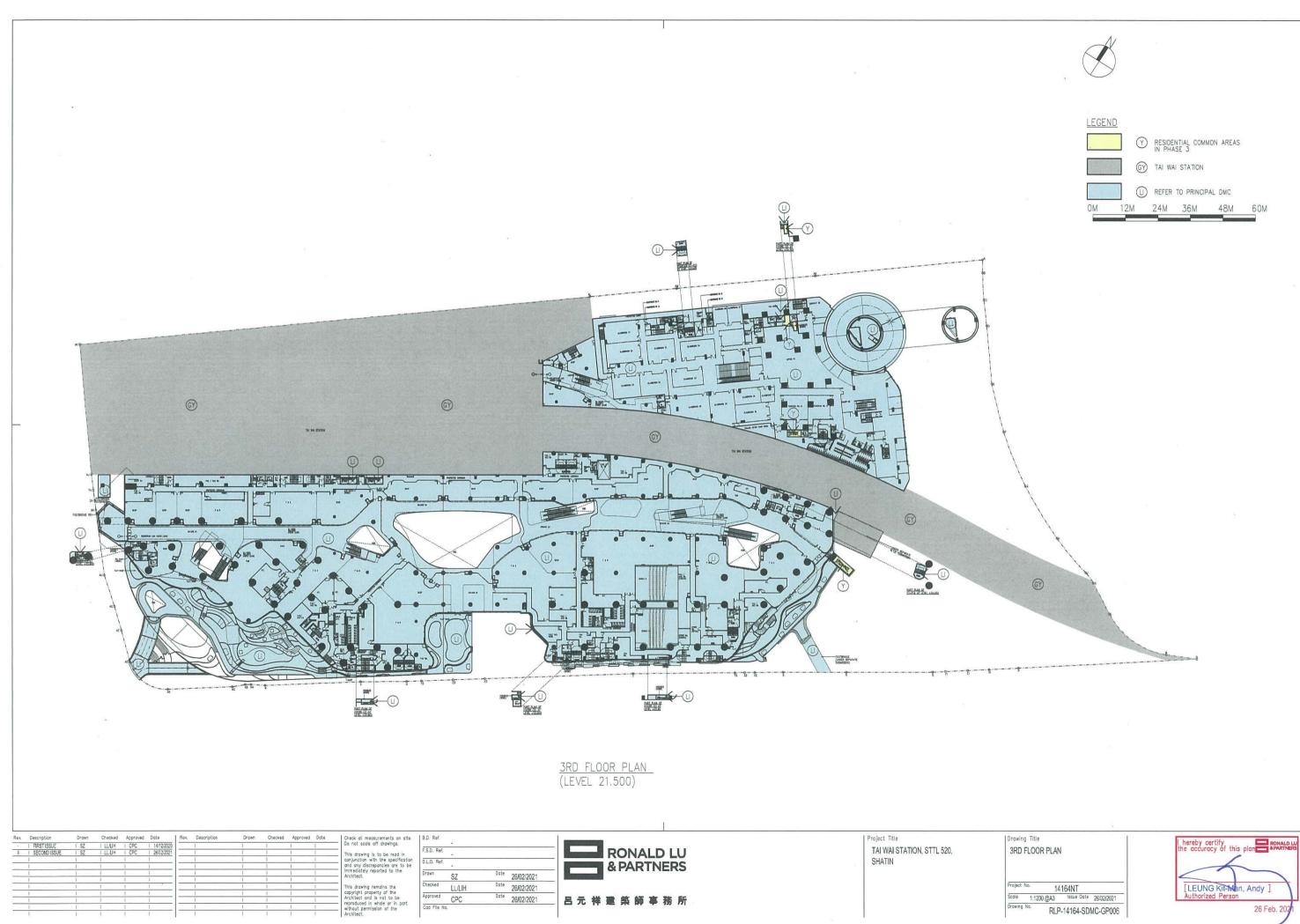


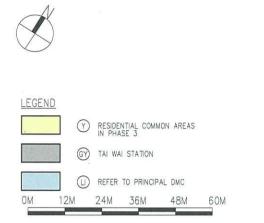


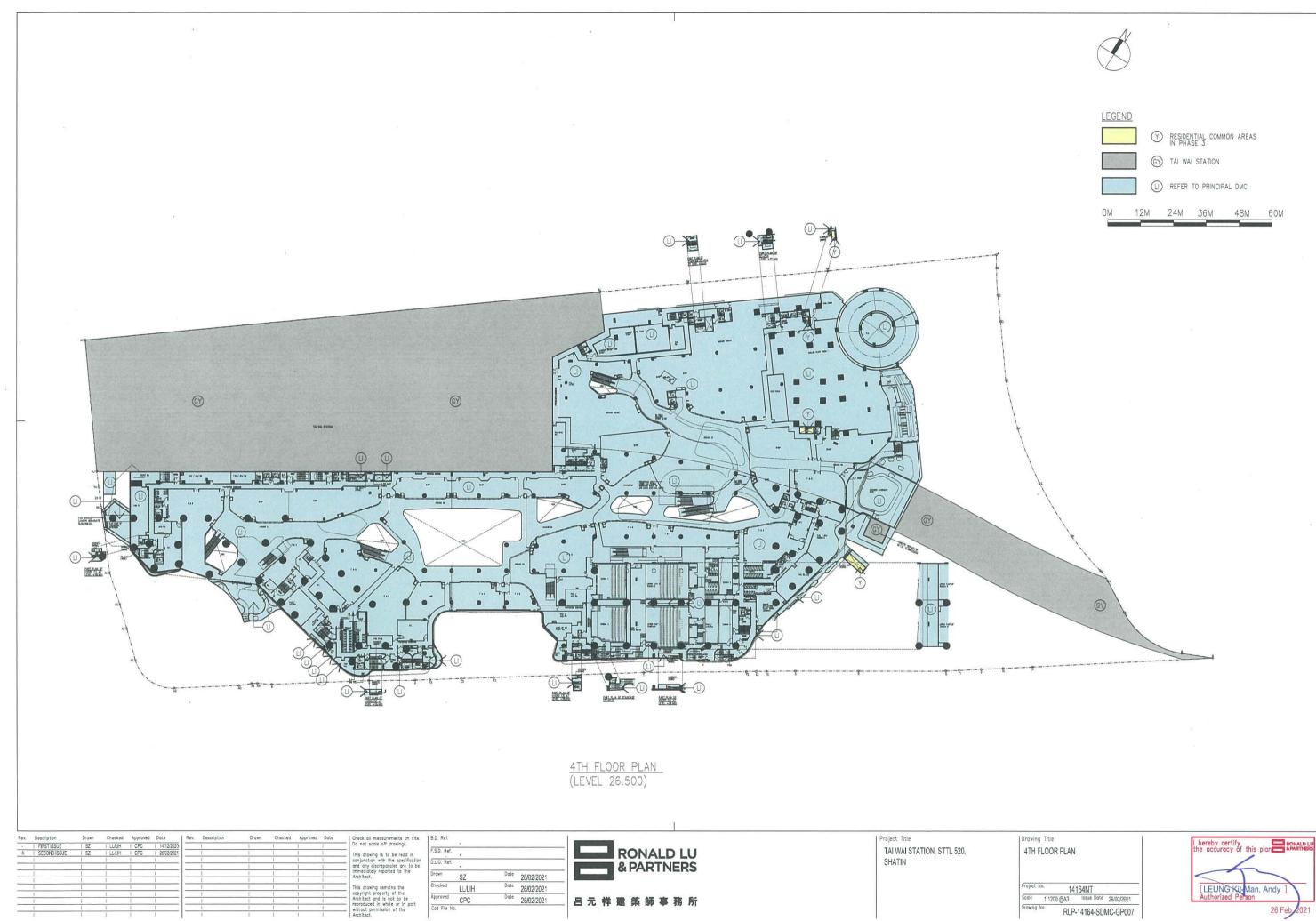


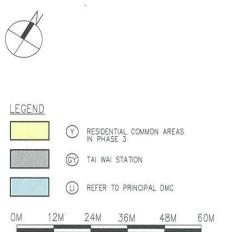


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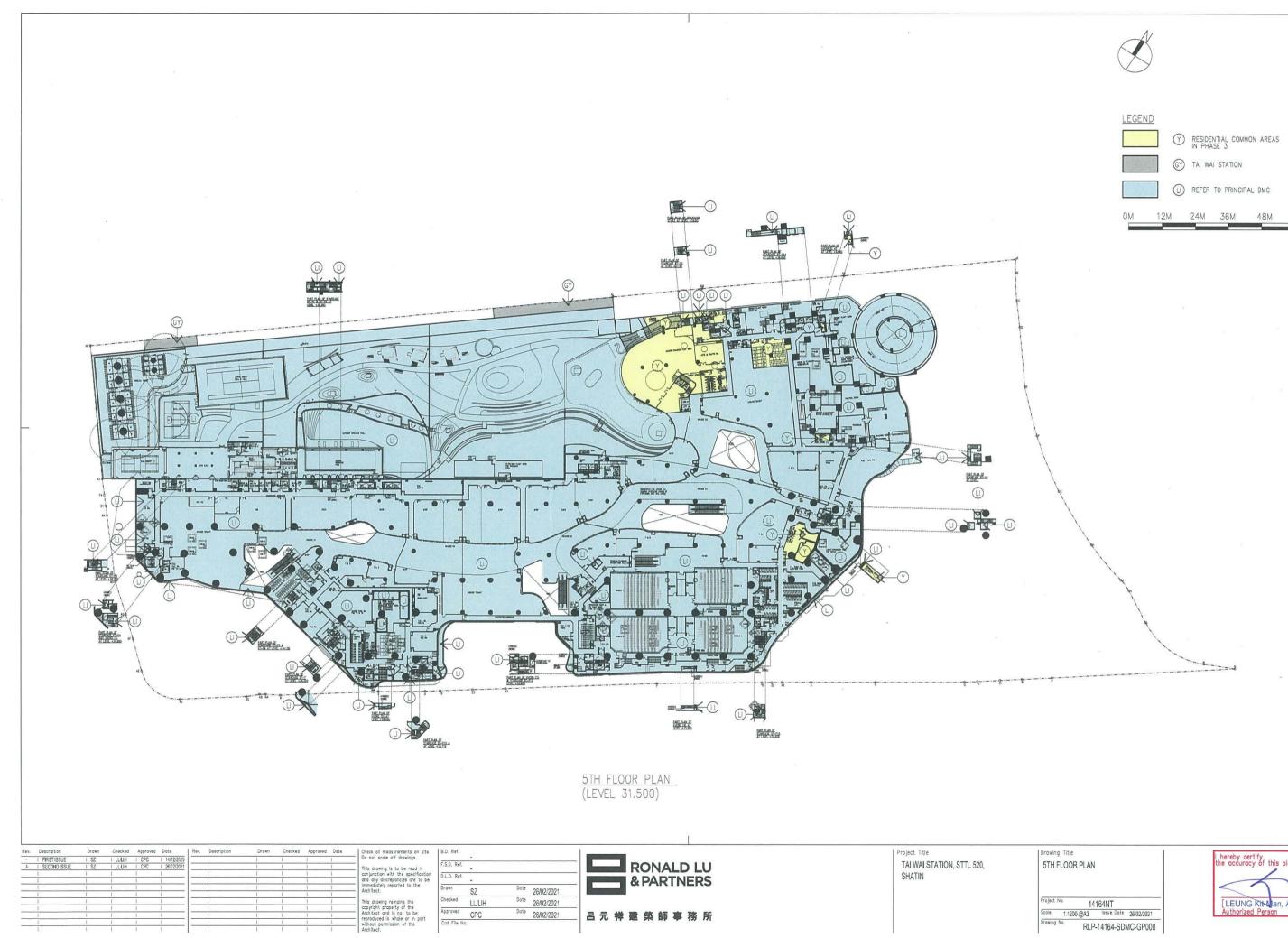








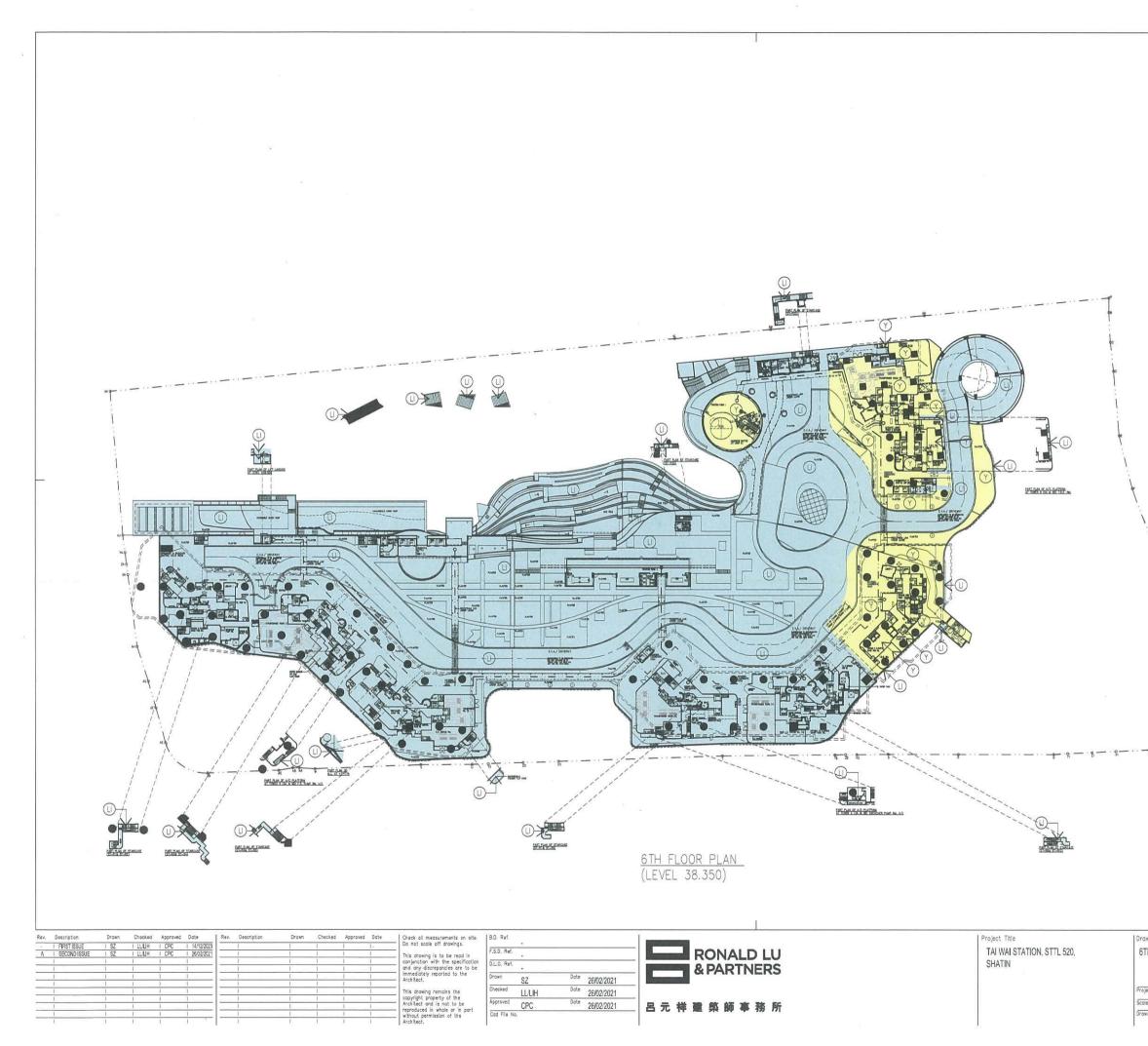
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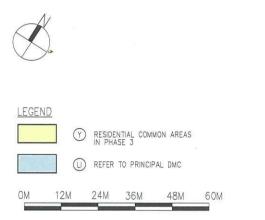


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I hereby certify the accuracy of this plan [LEUNG KitAlan, Andy] Authorized Person 26 Feb. 202

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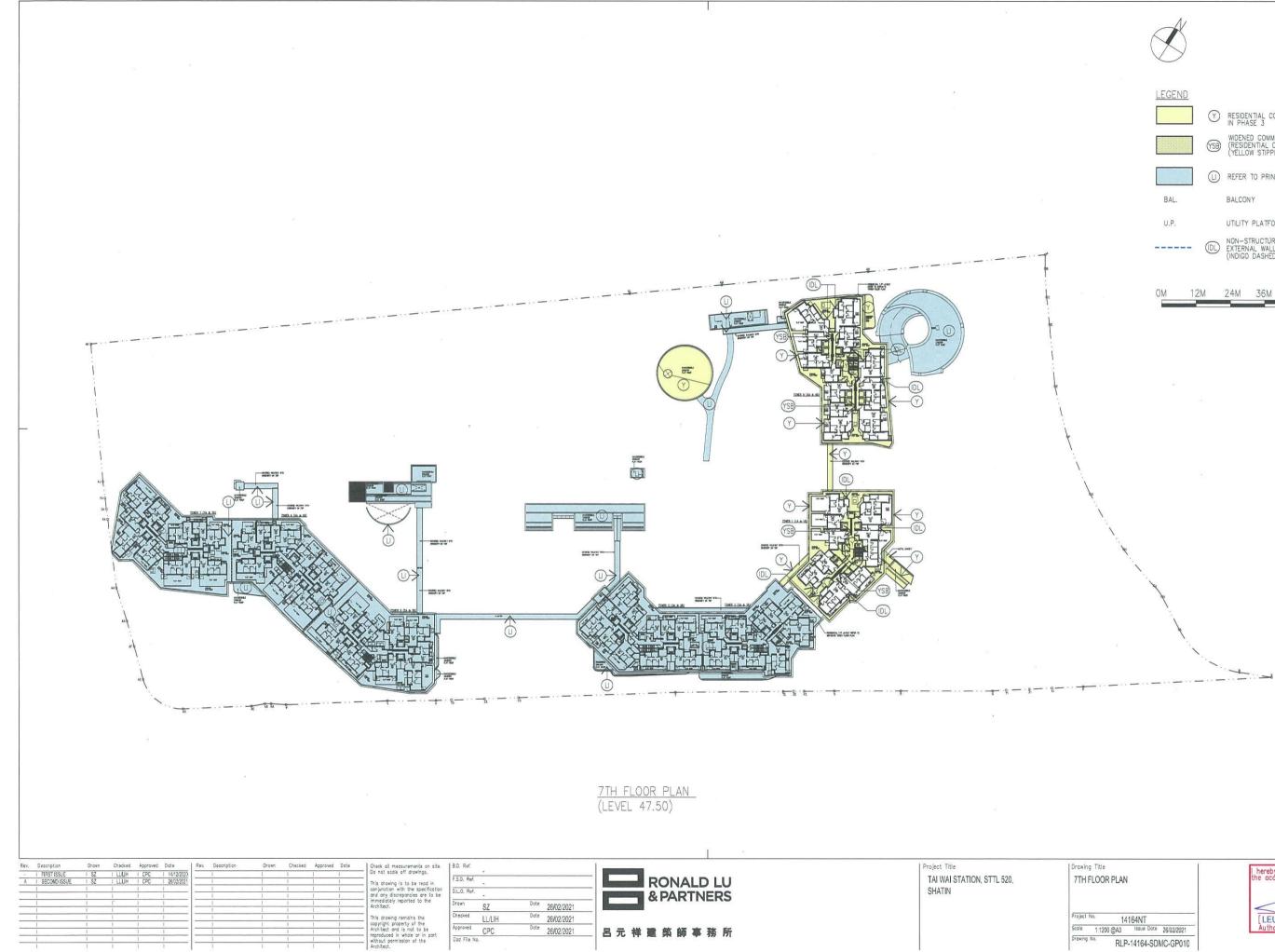
Drawing Title 6TH FLOOR PLAN

 Project No.
 14164NT

 Scale
 1.1200 @A3
 Issue Date
 28/02/2021

 Drawing No.
 RLP-14164-SDMC-GP009





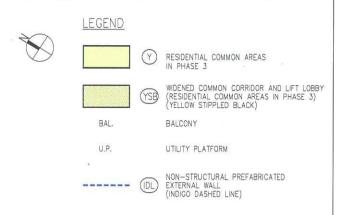
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LEGEND				
	RESIDENTIAL COMMON AREAS IN PHASE 3			
(58)	WIDENED COMMON CORRIDOR AND LIFT LOBBY (RESIDENTIAL COMMON AREAS IN PHASE 3) (YELLOW STIPPLED BLACK)			
	REFER TO PRINCIPAL DMC			
BAL.	BALCONY			
U.P.	UTILITY PLATFORM			
D	NON-STRUCTŪRAL PREFABRICATED EXTERNAL WALL (INDIGO DASHED LINE)			
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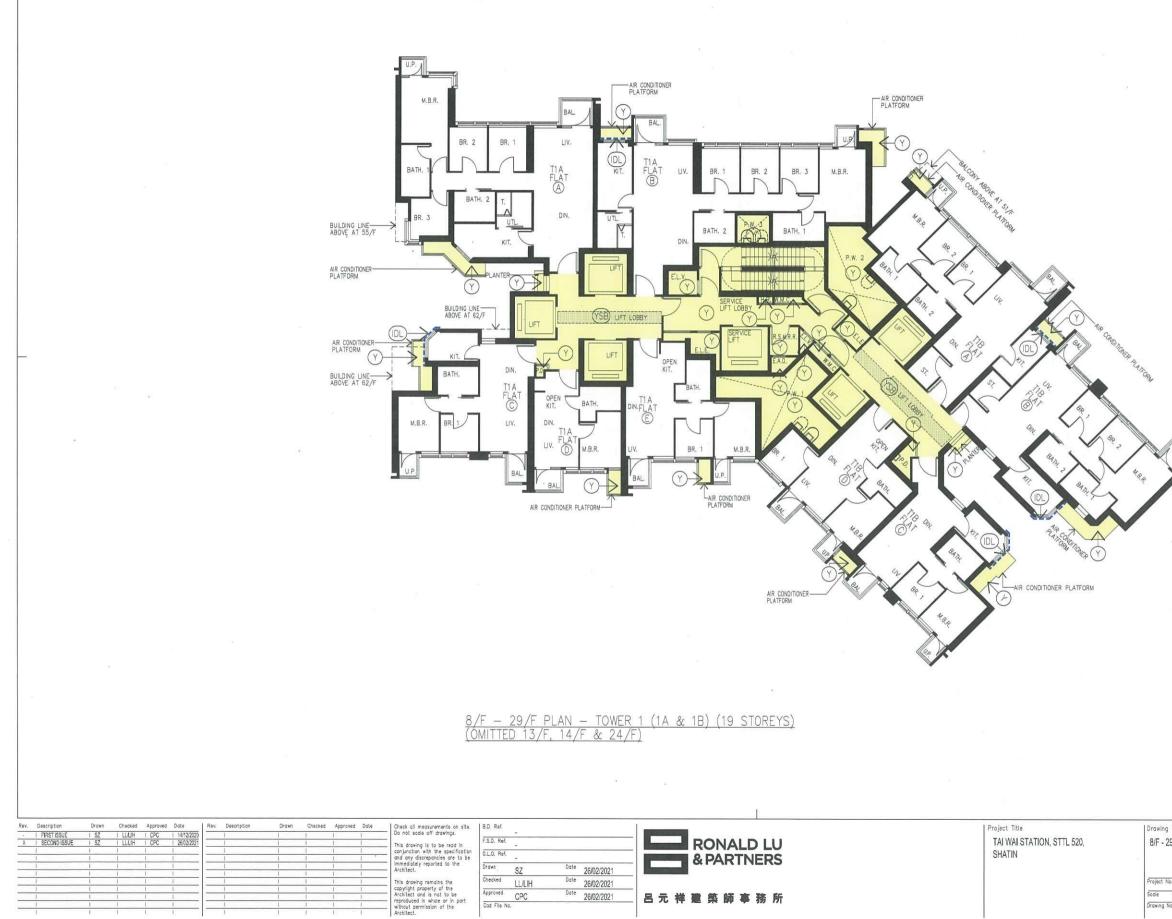
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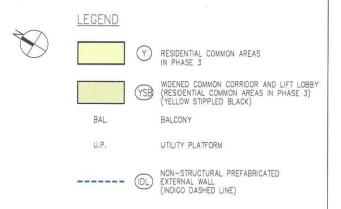




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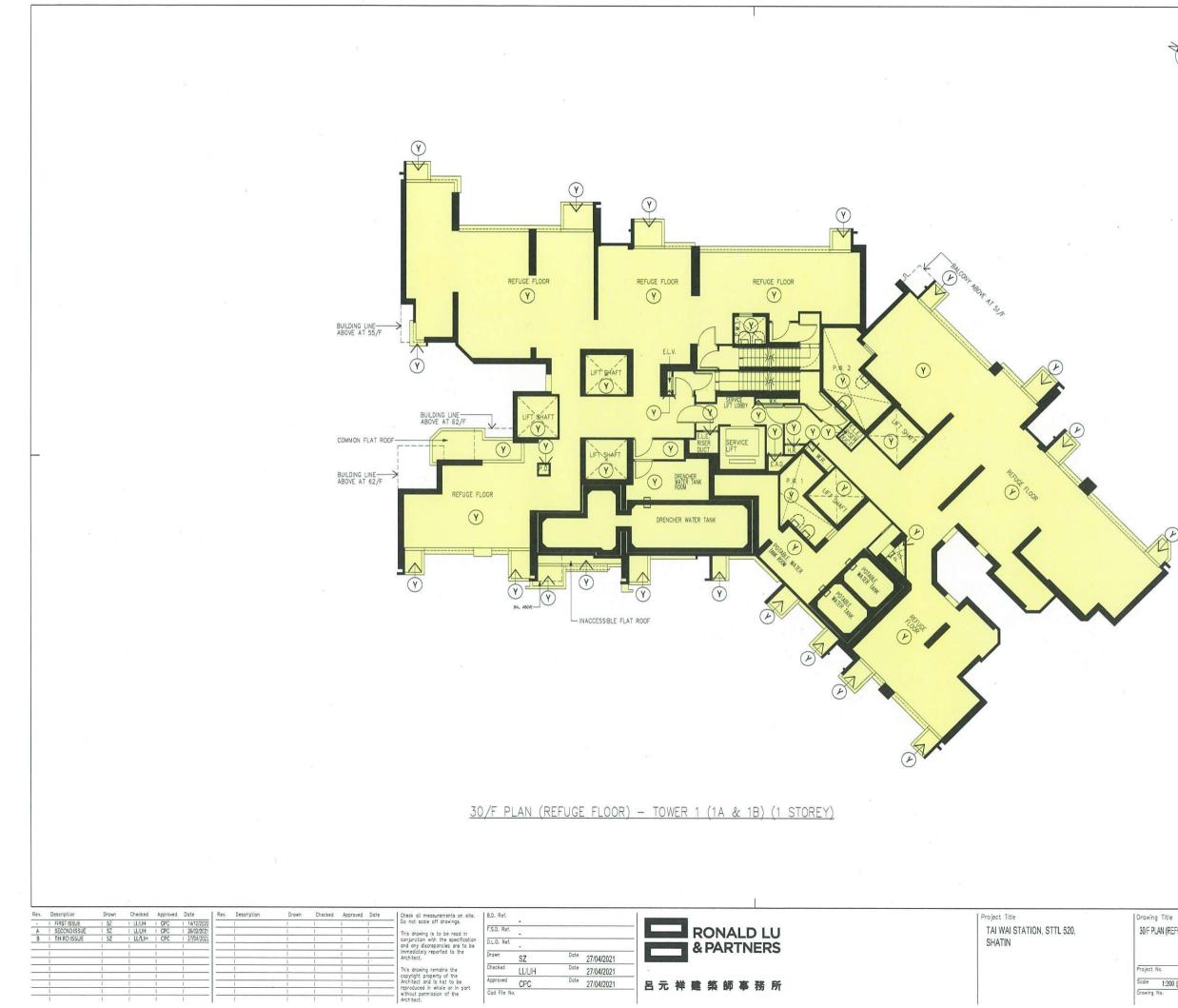
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PLAN FOR TOWER 1 (1A & 1B)	I hereby certify this plan ROMALD LU APARTNERS
	A
14164NT	[LEUNG Kit-Man, Andy] Authorized Person
1:200 @A3 Issue Date 26/02/2021	Authorized Person
RLP-14164-SDMC-GP013	26 Feb. 2021





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Title 19/F PLAN FOR TOWER 1 (1A & 1B)	hereby certify the accuracy of this plan
0. 14164NT	[LEUNG Kit-Man, Andy] Authorized Person
201002021	Authorized Person
RLP-14164-SDMC-GP014	26 Feb. 2121

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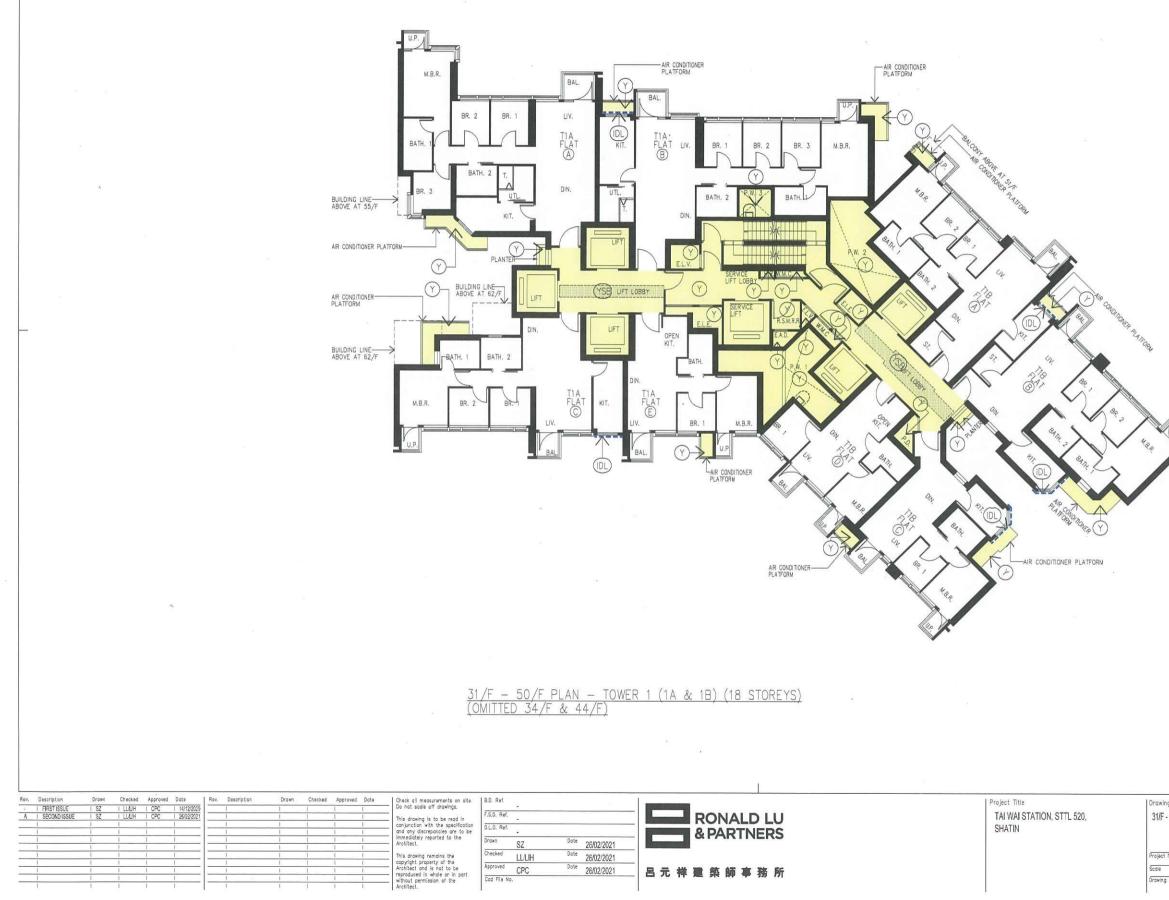


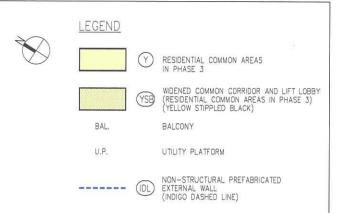
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[LEUNG Kit-I Authorized Per	Man, Andy]
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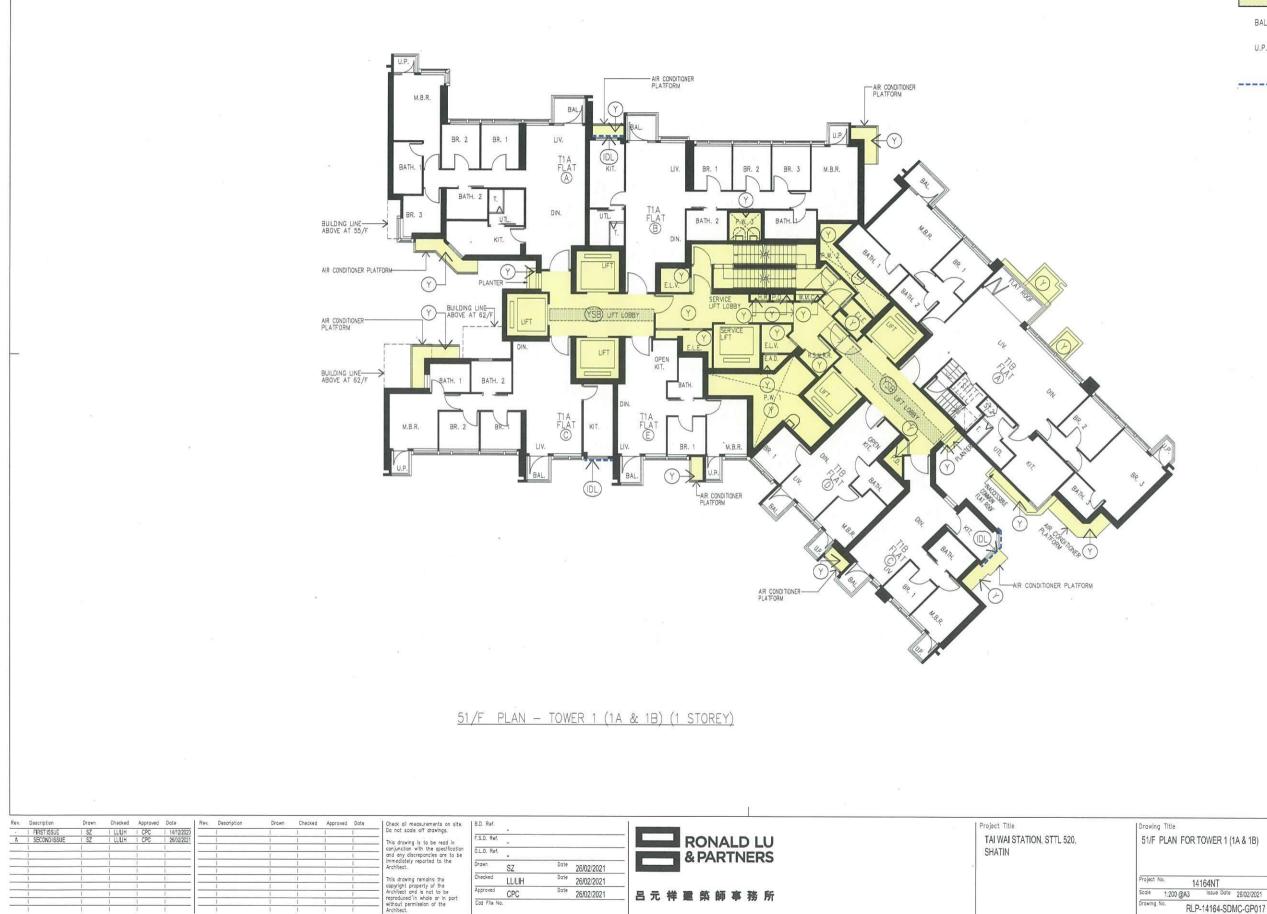
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No. 14164NT	[LEUNG-Kit-Man, Andy] Authorized Person
1:200 @A3 Issue Date 26/02/2021	Authorized Person
RLP-14164-SDMC-GP016	26 Feb, 2021

5 Metres



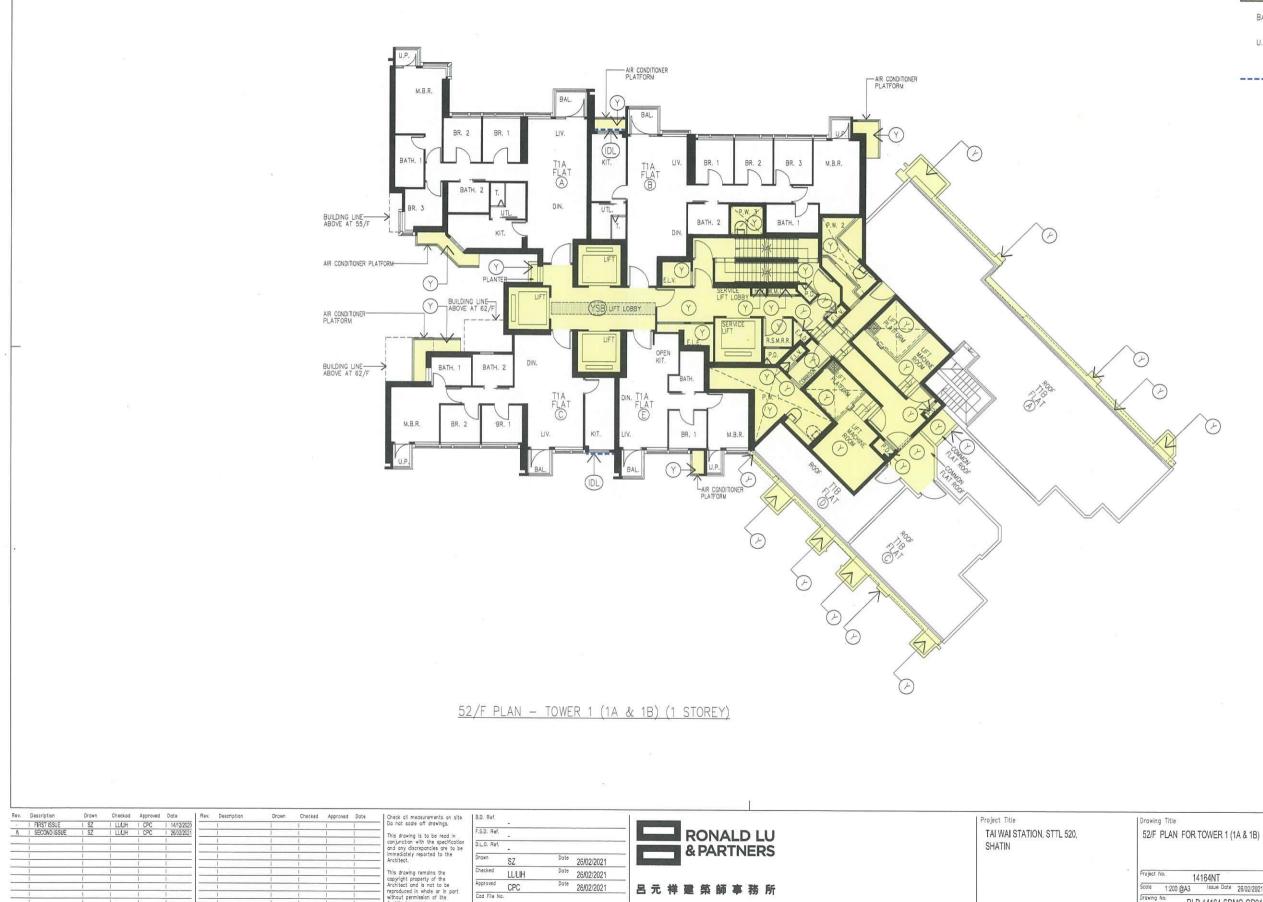
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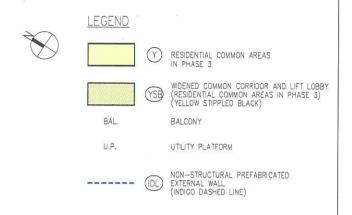
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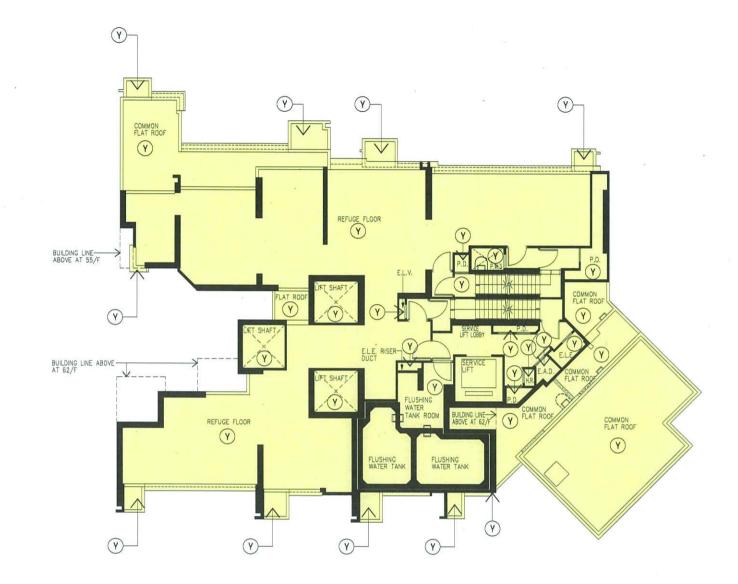


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No. RLP	-14164-SDI	MC-GP018



53/F PLAN (REFUGE FLOOR) - TOWER (1A & 1B) (1 STOREY)

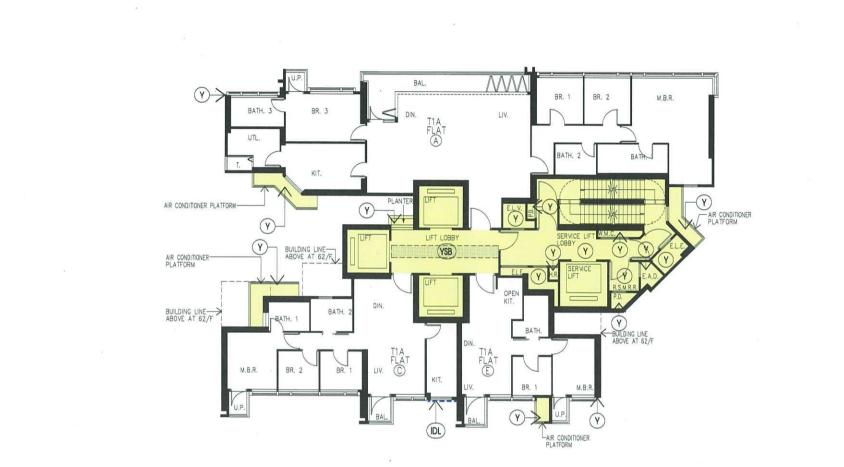
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S		Y	RESIDENTIAL COMMON AREAS IN PHASE 3	

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[LEUNG Kit-M Authorized Perso	an, Andy]
	27 Apr. 2021

Project No.	14	164NT	
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<u>55/F - 61/F PLAN - TOWER 1 (1A) (7 STOREYS)</u>

8V,	Description	Drawn	Checked	Approved	Date	Rev,	Description	Drawn	Checked	Approved	Date		B.D. Ref.				Project Title
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(Y) RESIDENTIAL COMMON AREAS IN PHASE 3

(YSB) WIDENED COMMON CORRIDOR AND LIFT LOBBY (RESIDENTIAL COMMON AREAS IN PHASE 3) (YELLOW STIPPLED BLACK)

BALCONY

UTILITY PLATFORM

U.P.

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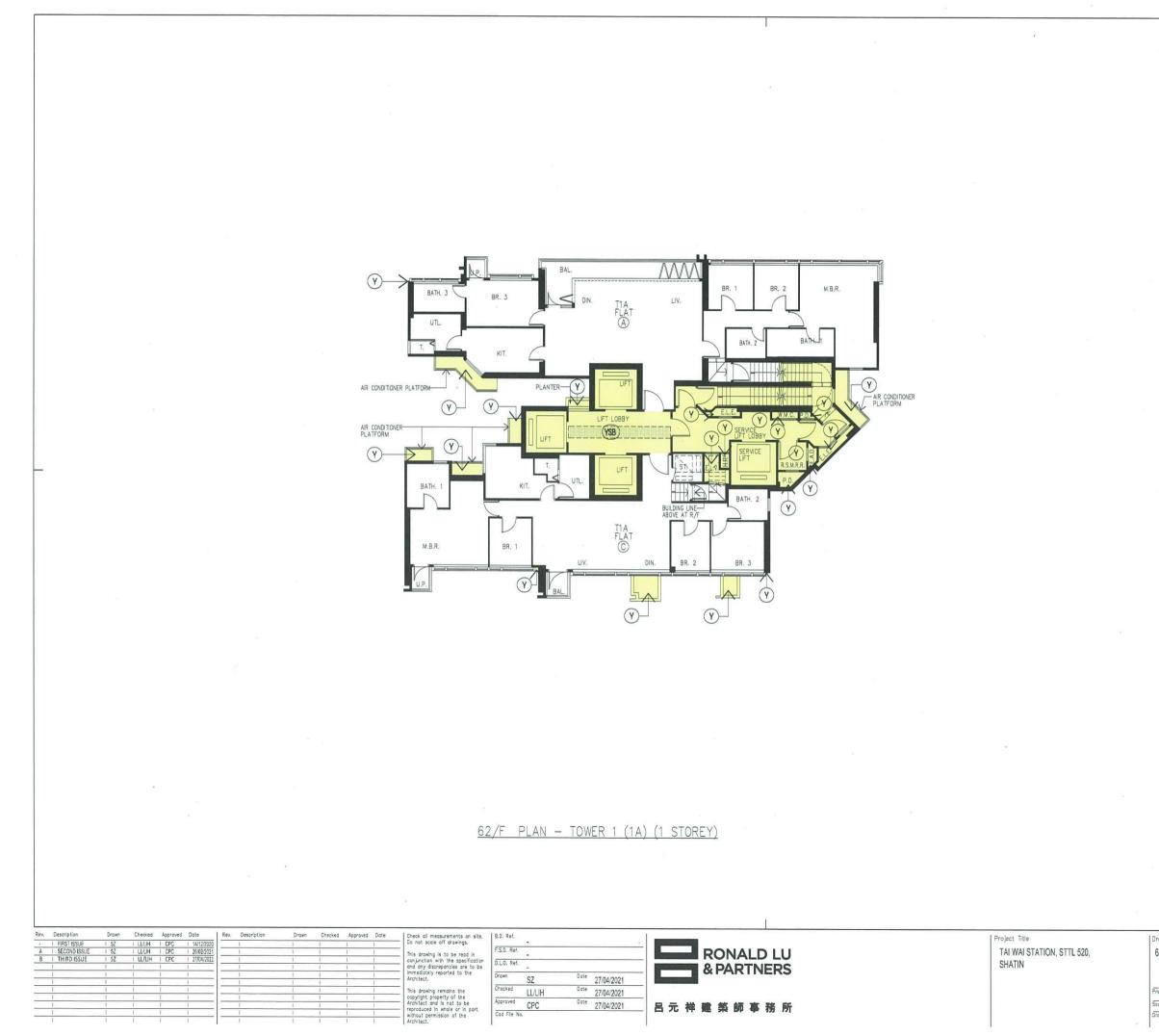
NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DASHED LINE)

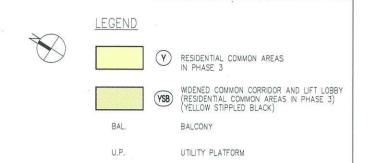
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Project	No. 12	4164NT	

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[LEUNG Kit-N Authorized Pers	lan, Andy]
	27 Apr. 2021

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RLP-14164-SDMC-GP021	27 Apr. 2021

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[LEUNG KH Man, Andy] Authorized Person 26 Feb. 2021



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hereby certify this plan [LEUNO Kit Man, Andy] Authorized Person 26 Feb 2021

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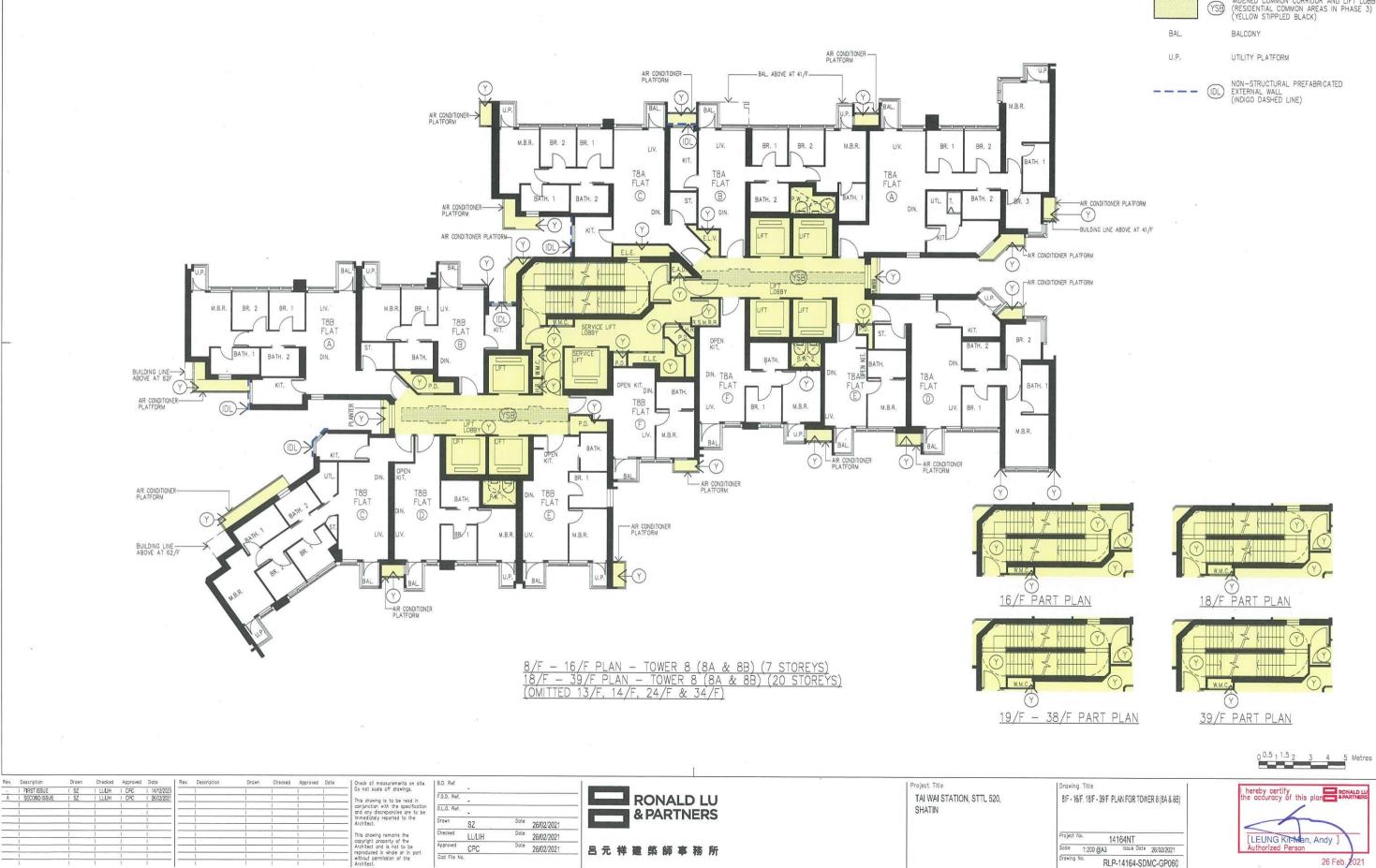
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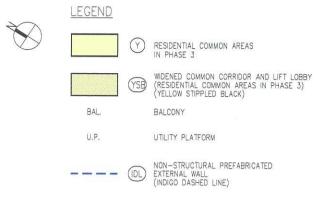


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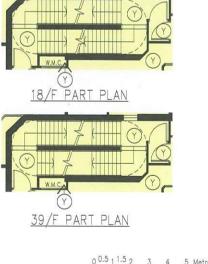
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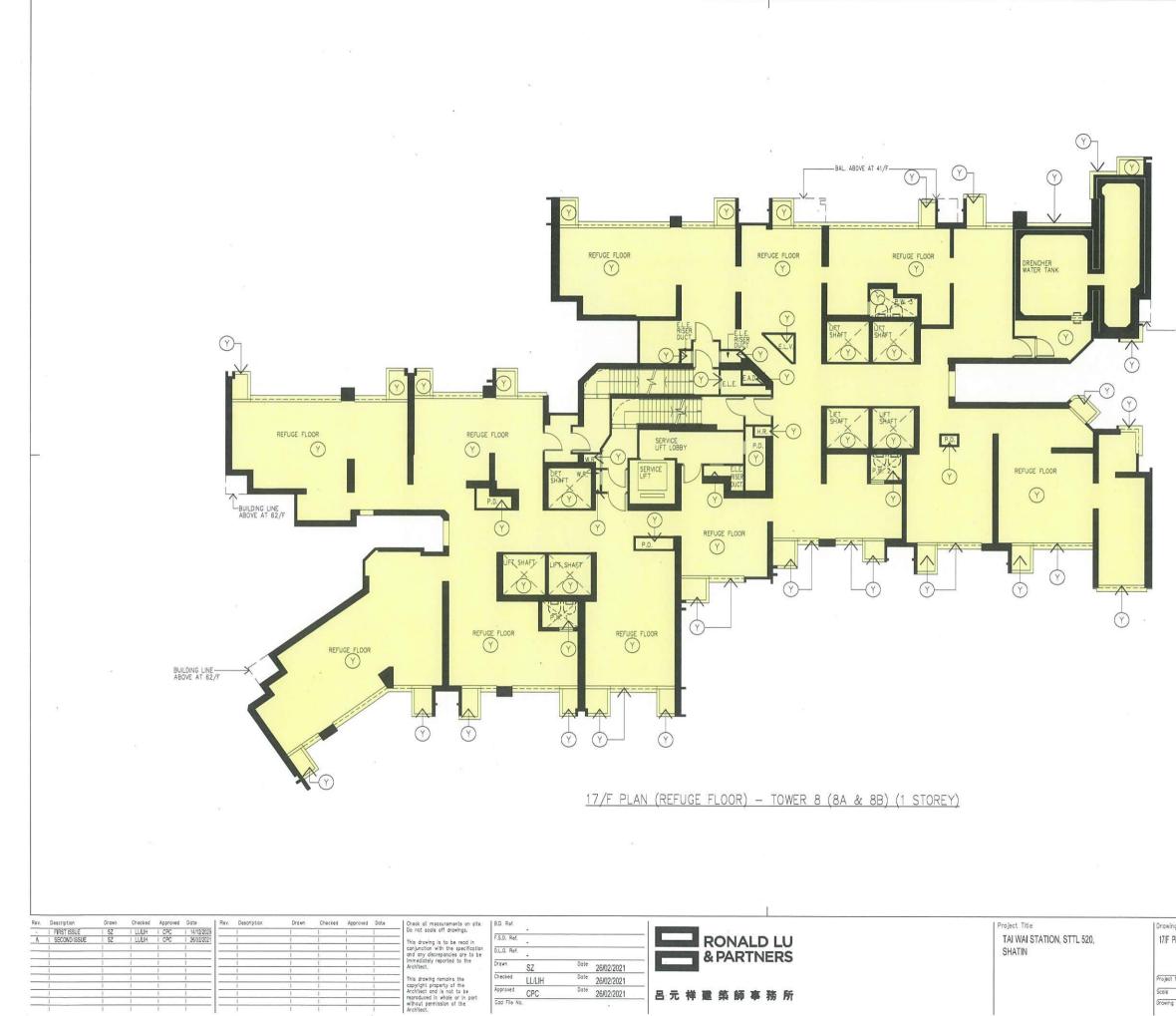
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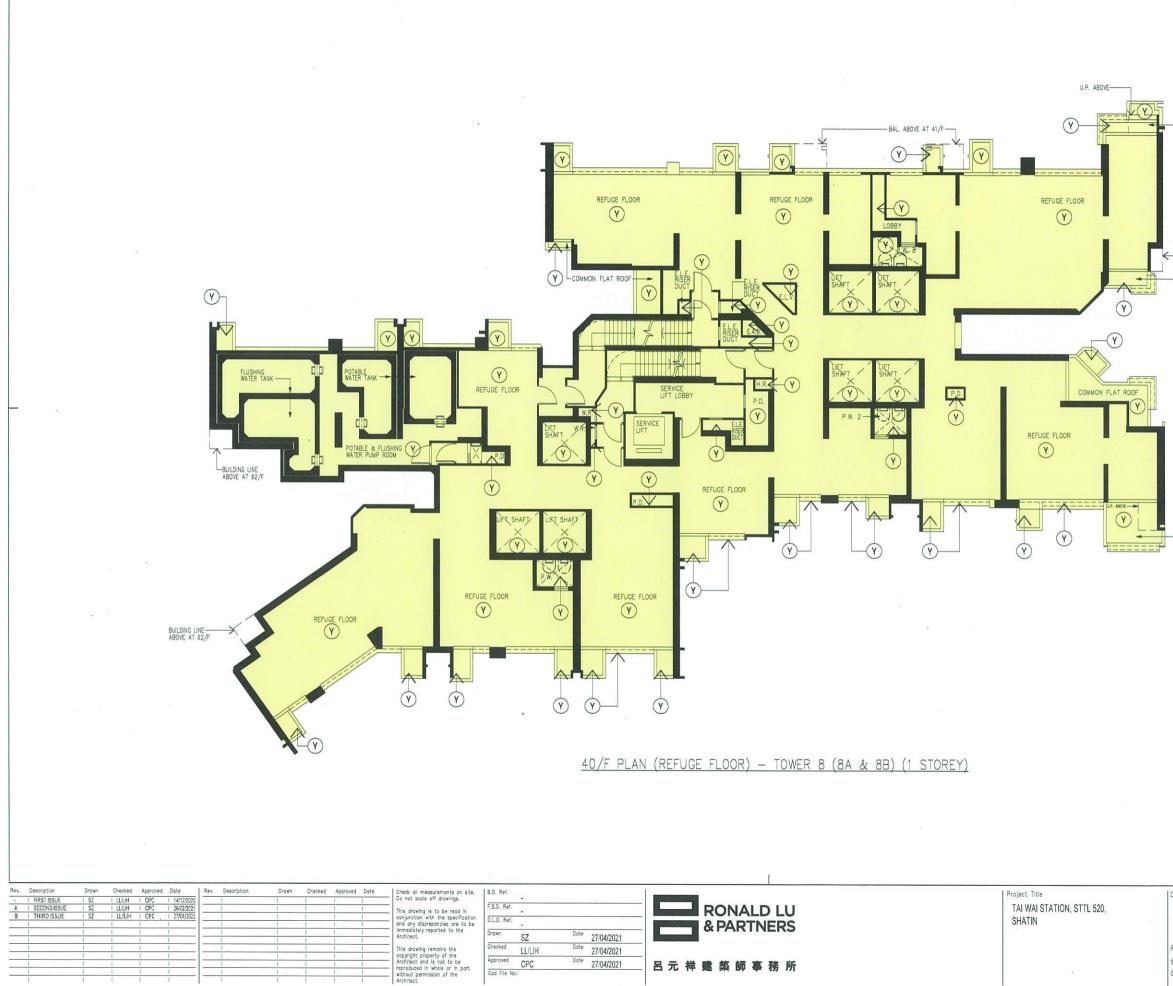








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-COMMON FLAT ROOF

BUILDING LINE ABOVE AT 41/F COMMON FLAT ROOF

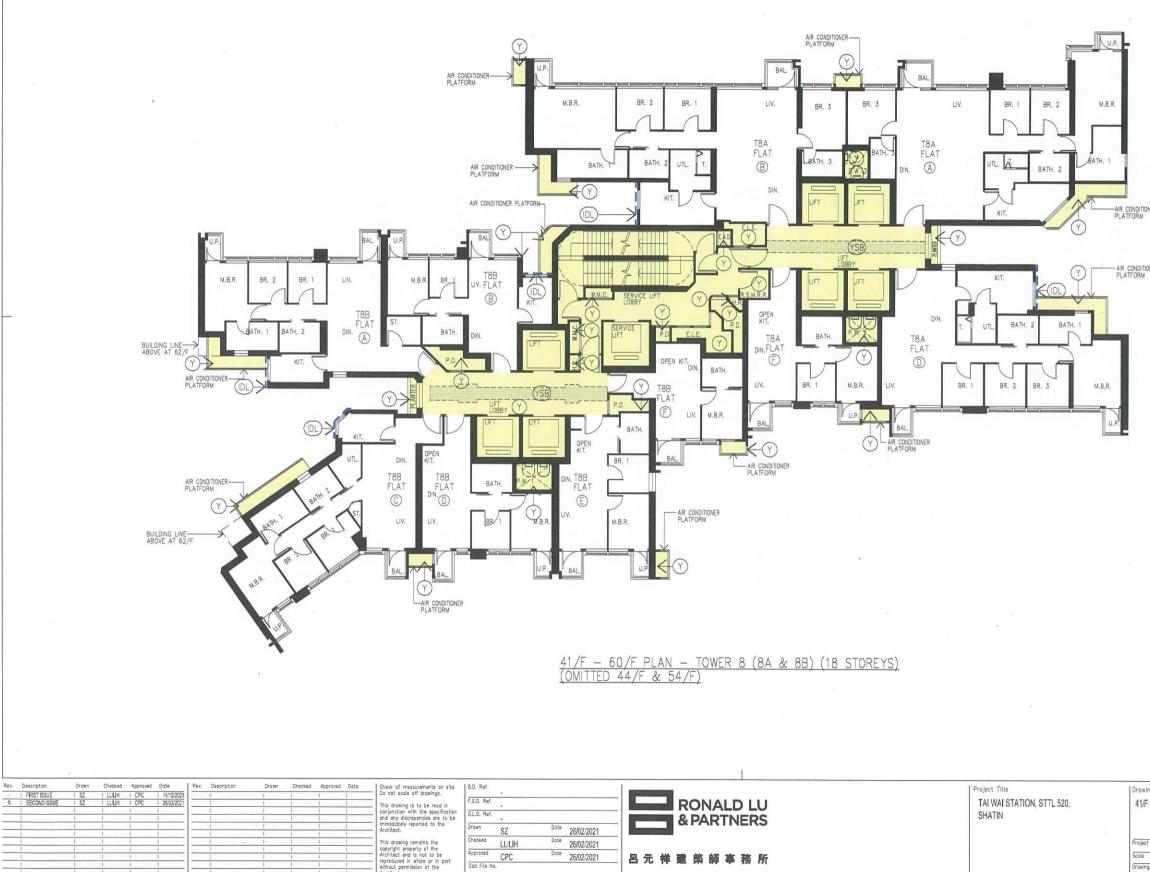
-COMMON FLAT ROOF

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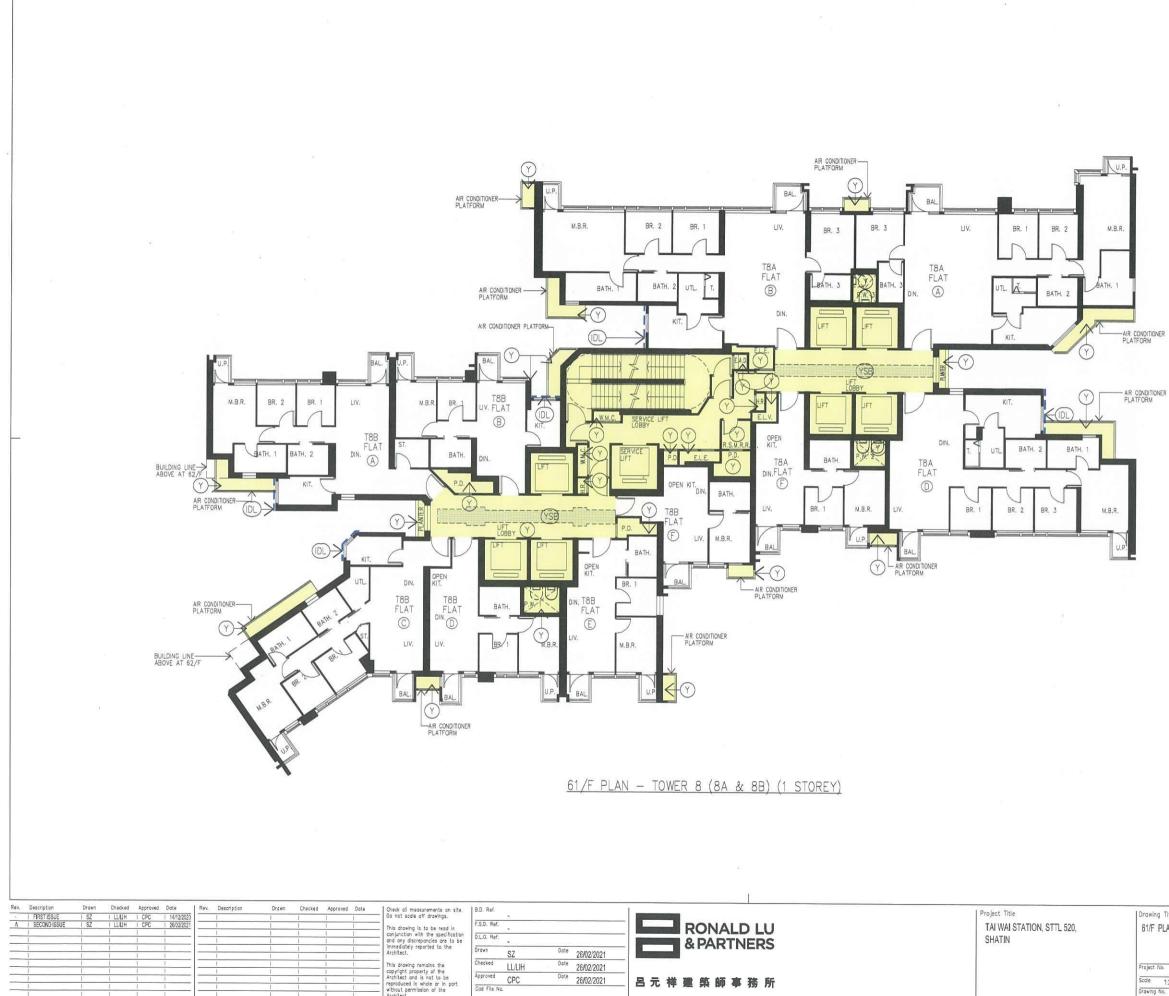
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	27 Apr. 2021

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		YSB	WIDENED COMMON CORRIDOR AND LIFT LOBBY (RESIDENTIAL COMMON AREAS IN PHASE 3) (YELLOW STIPPLED BLACK)
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RLP-14164-SDM			26 Feb 2021



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[LEUNG Kit-Man, Andy] Authorized Person 26 Feb. 202

Drawing Title 61/F PLAN FOR TOWER 8 (8A & 8B) hereby certify

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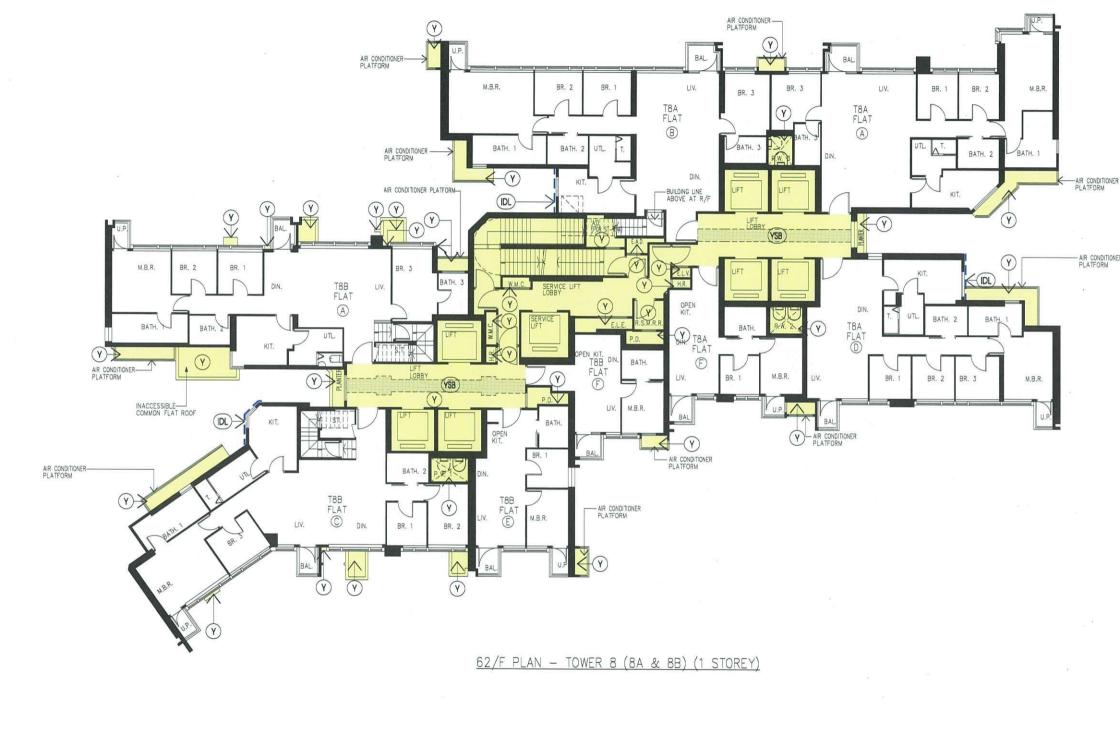
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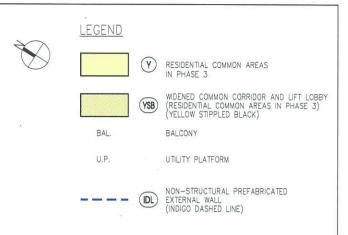
(Y) RESIDENTIAL COMMON AREAS IN PHASE 3 (YSB) WIDENED COMMON CORRIDOR AND LIFT LOBBY (RESIDENTIAL COMMON AREAS IN PHASE 3) (YELLOW STIPPLED BLACK) BAL BALCONY U.P. UTILITY PLATFORM ----- (IDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DASHED LINE)

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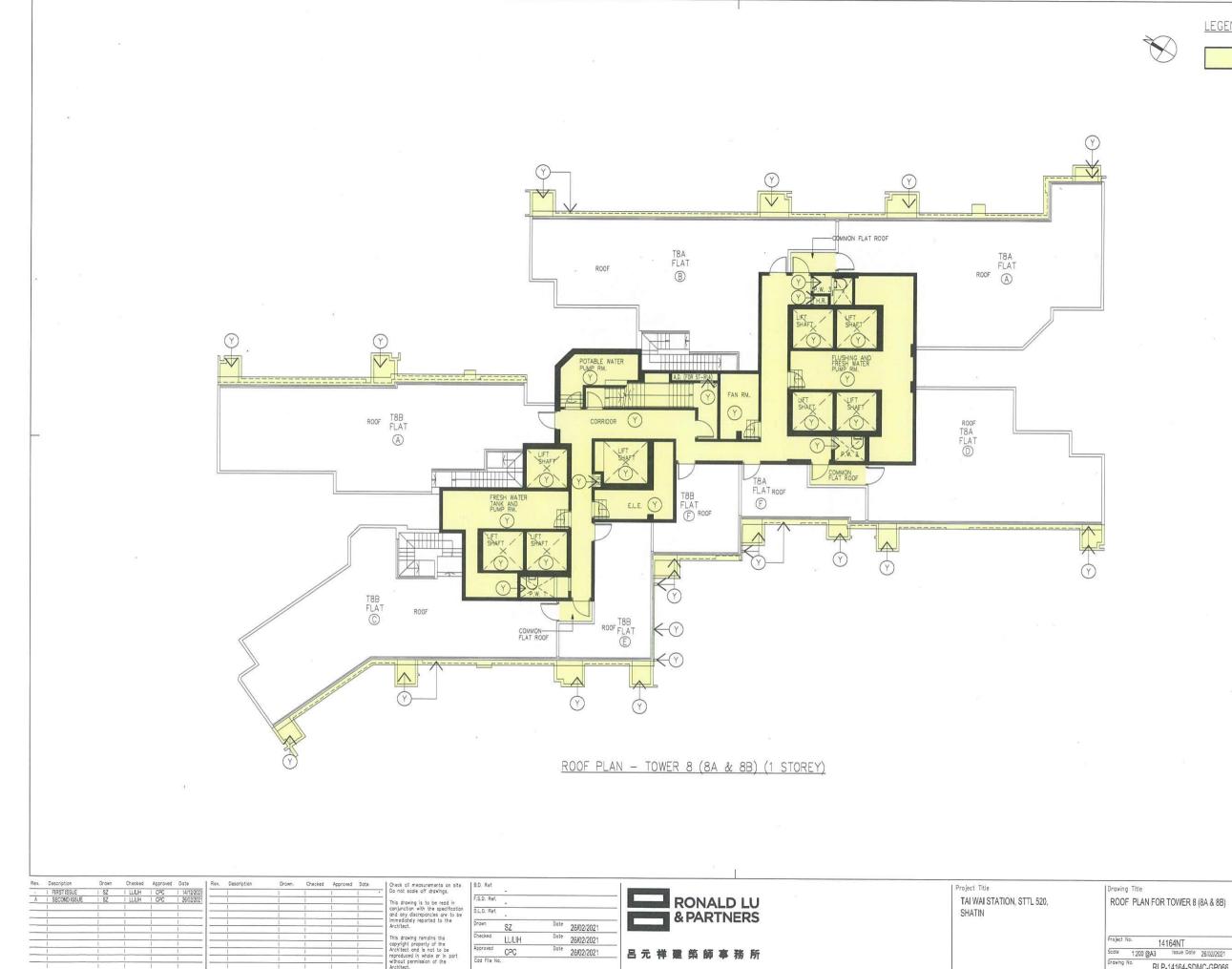
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- AIR CONDITIONER PLATFORM

62/F	PLAN FOR T	OWER 8 (8	A & 8B)
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(Y) RESIDENTIAL COMMON AREAS IN PHASE 3



RESIDENTIAL COMMON AREAS
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eing Title PROOF PLAN FOR TOWER 8 (8A & 8B)
et No. 14164NT 1200 @A3 Issue Dote 26/02/2021 ng No. RLP-14164-SDMC-GP067 26 Feb. 2021

<u>LEGEND</u>