

07/07/93

THIS SUB-DEED OF MUTUAL COVENANT made this day of

 One thousand nine hundred and ninety-three.

BETWEEN FORDREACH LIMITED whose registered office is situate at 23rd Floor, Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon, Hong Kong (hereinafter called "the Registered Owner" which expression shall where the context so admits include its successors and assigns) of the first part RICH FORTRESS LIMITED () whose registered office is situate at Room 304, Hang Chong Building, 5 Queen's Road Central, Hong Kong (hereinafter called "the Manager") of the second part and [] (hereinafter called "the First Commercial Owner" which expression shall where the context so admit include executors administrators and assigns) of the third part.

W H E R E A S :-

(A) This Sub-Deed of Mutual Covenant (hereinafter called "this Sub-Deed") is supplemental to the Deed of Mutual Covenant and the Management Agreement both dated the day of 1993 and registered in the District Land[^] Registry, Sha Tin (hereinafter collectively called "the Principal Deeds").

(B) The Commercial Centre has been divided into various shops as set out in the First Schedule hereto.

(C) By an Assignment bearing even date herewith but executed immediately prior to the execution of this Sub-Deed and made between inter alia the Registered Owner[^] and the First Commercial Owner[^] the Registered Owner assigned unto the First Commercial Owner All Those [] equal undivided 218,314th parts or shares of and in the Land and the Estate together with the exclusive right and privilege to hold use occupy and enjoy All That Shop No. on the Floor of the Commercial Centre of the Estate (hereinafter called "the First Commercial Owner's Premises").

(D) For the purposes of making further provisions for the management of the Commercial Centre and for the purpose of further defining and regulating the rights interests and obligations of the Owners of the Commercial Centre, the parties hereto have agreed to enter into this Sub-Deed in the manner hereinafter appearing.

(E) The [^]Director of Buildings and Lands has given his approval to the terms of this Sub-Deed pursuant to the Conditions.

NOW THIS SUB-DEED WITNESSETH as follows :-

1. DEFINITIONS AND INTERPRETATION

(A) Except where otherwise provided herein expressions defined in the Principal Deeds shall have the same meanings when used herein.

(B) In this Sub-Deed (if the context so permits or requires), words importing the singular number shall include the plural number and vice versa, words importing the masculine gender shall include the feminine gender and neuter gender and words importing persons shall include corporations.

2. FURTHER COVENANTS AND RESTRICTIONS

In addition to the covenants, provisions and restrictions to be observed and performed by the Owners of the Commercial Centre as mentioned in the Principal Deeds, each Owner of the Commercial Centre shall observe the following additional covenants and provisions :-

(a) No part of the Commercial Centre shall be used for domestic or residential purposes.

(b) Each Owner of the Commercial Centre shall use his shop or permit it to be used solely for the sale and provision of lawful merchandise and services Provided that the Owners of

shops in the Wet Market referred to in the First Schedule hereto shall carry on or permit to carry on therein solely and not otherwise the businesses that are normally carried on in a wet market including without prejudice to the generality of the foregoing the sale of fresh cooked or frozen meat, fish and marine produce, vegetables, fruits and bean curd products and that the Owners of shops other than in the Wet Market shall not carry on or permit to carry on therein the businesses hereinbefore referred to Provided Further that the restriction contained in this sub-clause does not affect the business carried on in any shop which is used as a restaurant.

- (c) Each Owner shall notify the Manager in writing of any change of business or trade in or from his shop not later than one month prior to such change taking effect.
- (d) Each Owner shall disinfect the interior of his shop to the satisfaction of the Manager.
- (e) Each Owner, his servants, agents, tenants and licensees shall observe the regulations of using the service vehicle loading and unloading spaces in the Estate. The Manager shall have absolute discretion and power to allow to reject entry by any vehicle to the said loading and unloading spaces and to determine a charge to be imposed on any vehicle using such loading and unloading areas.
- (f) In addition to and at the time of the payment of the Manager's Remuneration and Management Expenses provided under the Principal Deeds, each Owner shall pay a due proportion of the costs and expenses of and incidental to the upkeep and maintenance of the air conditioning system serving the Commercial Centre (hereinafter called "the air

conditioning charges") monthly in advance. The amount of the air conditioning charges payable for each shop are set out in the Second Schedule hereto. If the amounts shown in the said Second Schedule are in excess or insufficient to cover the said costs and expenses, the air conditioning charges shall be increased or decreased, as the case may be, in direct proportion to the amounts shown in the said Second Schedule. The provisions relating to recovery of moneys due to the Manager shall also be applicable to the air conditioning charges. The air conditioning charges shall be shown as a separate item on the Manager's Statement.

3. ADDITIONAL POWERS AND FUNCTIONS OF THE MANAGER

In addition to the powers and functions mentioned in the Principal Deed, the Manager shall carry out the following additional powers and functions :-

- (a) Save in the case of emergency or under circumstances the Manager deems necessary or otherwise, the entrances leading to and from the Commercial Centre shall remain open between the hours of 7:00 a.m. and 10:00 p.m. every day and the entrances leading to and from the Wet Market area shall remain open between the hours of 5:00 a.m. and 8:00 p.m. every day, Provided Always That the Manager shall have the discretion to alter the hours aforesaid after consultation with the Estate Owners Committee.
- (b) Each Owner should ensure that refuse from his shop should, at his own expense and effort, be deposited or left at the refuse collection point of the Commercial Centre. No refuse from his shop may be deposited or left in any place of the Estate save with the consent of the Manager at its absolute discretion and upon such conditions as the Manager may

impose.

4. EXTINGUISHMENT OF RIGHTS UNDER THIS SUB-DEED

The provisions of Section VI of the [^]said Deed of Mutual Covenant shall be applicable mutatis mutandis hereunder.

5. EXCLUSION OF LIABILITY OF THE MANAGER

Subject to the provisions of the [^]Principal Deeds and this Sub-Deed, neither the Manager (which expression shall, for the purpose of this Clause 5 only, mean the Manager, his servant, agent or other person employed by the Manager) shall in any circumstances be liable to any aggrieved person (which expression shall, for the purpose of this Clause 5 only, mean any Owner or occupier of any shop or any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise) for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of the Principal Deeds and this Sub-Deed not being an act or omission involving criminal liability or dishonesty or gross negligence or wilful default. In particular, without limiting the generality of the foregoing, the Manager shall not be liable :-

- (a) in respect of any loss or damage to person or property sustained by any aggrieved person caused by or through or in any way owing to any defect in or breakdown of the lifts, fire and security services, equipment, air-conditioning plant (if any) and other facilities installed for the use and benefit of the Commercial Centre; or
- (b) in respect of any loss or damage to person or property sustained by any aggrieved person caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity, gas, water or air-

- conditioning supply (if any) or other facilities to any part of the Commercial Centre; or
- (c) in respect of any loss or damage to person or property sustained by any aggrieved person caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Commercial Centre or the influx of rain water or sea water into the Commercial Centre or any part thereof or any shop or the activity of rats white ants or other vermin in any part of the Commercial Centre; or
 - (d) for the security or safe-keeping of any part of the Commercial Centre or any person or contents therein;

nor shall the monthly contribution to the Management Expenses or any part thereof payable by each Owner as provided in the Principal Deeds abate or cease to be payable on account thereof.

The Owners shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims, demands, losses and damages whatsoever arising directly or indirectly out of or in connection with the management of the Commercial Centre or any act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith and not involving criminal liability, dishonesty, gross negligence or wilful default on the part of the Manager.

6. TRANSLATION OF THIS SUB-DEED

Not later than 2 months after the execution of this Sub-Deed, the Manager shall cause a translation in Chinese of this Sub-Deed to be made. Such translation shall be made available for inspection at the Estate Management Office and any Owner 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 Always That in the event of dispute as to the effect of the Chinese translation and the English version of this Sub-Deed, the English version shall prevail.

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

FIRST SCHEDULE

ALLOCATION OF UNDIVIDED SHARES TO THE SHOPS IN THE COMMERCIAL CENTRE

A. Wet Market Shop No. (Ground Floor) No. of Undivided Shares

G1	34
G2	33
G3	33
G4	33
G5	33
G6	31
G7	33
G8	33
G9	56
G10	33
G11	33
G12	35
G19	31
G20	36
G21	39
G22	37
G54	28
G55	31
G58	36
G59	36
G61	37
G63	23
G64	58

Sub-total : 812

B. Shop No. (Ground Floor)

G13	24
G14	30
G15	38
G16	38
G17	98
G18	29
G23	36
G24	41
G25	43
G26	26
G27	21
G28	21
G29	25
G30	54
G31	28
G32	23
G33	17
G34	15
G35	29
G36	22
G37	22
G38	22

G39	35
G40	25
G41	65
G42	43
G43	30
G44	24
G45	24
G46	24
G47	30
G48	75
G49	36
G50	39
G51	74
G52	39
G53	44
G56	30
G57	39
G60	35
G62	36

Sub-total : 1449

C. Shop No. (First Floor)

F1	38
F2	24
F3	19
F4	19
F5	19
F6	19
F7	19
F8	19
F9	25
F10	19
F11	19
F12	19
F13	19
F14	1377
F15	19
F16	19
F17	19
F18	19
F19	19
F20	24
F21	118
F22	22
F23	118
F24	22
F25	22
F26	33
F27	21
F28	22
F29	33
F30	21
F31	21
F32	33
F33	22
F34	22
F35	22

F36	22
F37	22
F38	22
F39	22
F40	22
F41	22
F42	30
F43	30
F44	30
F45	34
F46	22
F47	33
F48	33
F49	33
F50	33
F51	22
F52	33
F53	33
F54	33
F55	33
F56	33
F57	33
F58	22
F59	33
F60	33
F61	100
F62	22
F63	118
F64	22
F65	118
F66	19
F67	84
F68	90

Sub-total : 3616

D. Shop No. (Roof)

R1	61
R2	62

Sub-total : 123

Total number of Undivided Shares : 6,000

SECOND SCHEDULE

Air-conditioning charges

Shop No. (Ground Floor)	\$
G1	475
G2	460
G3	460
G4	460
G5	470
G6	440
G7	460
G8	470
G9	795
G10	460
G11	470
G12	475
G13	360
G14	415
G15	545
G16	554
G17	1,429
G18	410
G19	445
G20	515
G21	554
G22	529
G23	500
G24	570
G25	635
G26	395
G27	310
G28	320
G29	370
G30	820
G31	410
G32	335
G33	250
G34	225
G35	429
G36	310
G37	315
G38	315
G39	504
G40	370
G41	929
G42	625
G43	415
G44	340
G45	340
G46	329
G47	435
G48	1,050
G49	485
G50	554
G51	1,110
G52	615
G53	554
G54	390

G55	445
G56	435
G57	554
G58	515
G59	515
G60	500
G61	535
G62	515
G63	325
G64	860

Sub-total : 32,404
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Shop No. (First Floor)	\$
F1	535
F2	360
F3	254
F4	254
F5	254
F6	254
F7	254
F8	254
F9	379
F10	254
F11	254
F12	254
F13	254
F14	21,392
F15	254
F16	254
F17	254
F18	254
F19	254
F20	350
F21	1,745
F22	329
F23	1,745
F24	329
F25	329
F26	475
F27	304
F28	329
F29	475
F30	310
F31	310
F32	475
F33	325
F34	325
F35	329
F36	329
F37	325
F38	325
F39	329
F40	329
F41	325

F42	445
F43	454
F44	460
F45	475
F46	329
F47	475
F48	475
F49	475
F50	475
F51	329
F52	475
F53	475
F54	475
F55	475
F56	475
F57	475
F58	329
F59	475
F60	475
F61	1,470
F62	329
F63	1,745
F64	329
F65	1,745
F66	254
F67	1,260
F68	1,380

Sub-total : 53,955
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Shop No. (Roof)

\$

R1	915
R2	845

Sub-total : 1,760
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Dated the _____ day of _____ 1993.

SUB-DEED OF MUTUAL COVENANT

SADDLE RIDGE GARDEN

(COMMERCIAL CENTRE)

SHA TIN TOWN LOT NO.352

Registered in the District Land Registry

Sha Tin by Memorial No.

on

P. Land Registrar

MESSRS. NG AND FANG
SOLICITORS AND NOTARIES
ROOMS 304 AND 604
HANG CHONG BUILDING
5 QUEEN'S ROAD CENTRAL
HONG KONG

Ref : AGNT-JK1