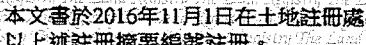


Dated this 31st day of October 2016

and

MANAGEMENT AGREEMENT



署理土地註冊處處長
Acting Land Registrar

PK



土地註冊處
The Land Registry

經核證為真實的副本
Certified True Copy

土地註冊處處長
Land Registrar
17/03/2017

MEMORIAL of an instrument to be registered in the Land Registry

under the Land Registration Ordinance

依據土地註冊條例在土地註冊處註冊的文書之註冊摘要

Solicitors Code of lodging firm 交付文書的律師代號	Registration Fee 註冊費	Please tick the appropriate box 請選擇合適方格	Other (please specify) 其他(請註明)	
	\$210	\$230		\$450
16896901	Nature and object of the instrument 文書的性質及目的 MANAGEMENT AGREEMENT (in duplicate)			

Property Reference Number (if any) 物業參考編號(如有的話)	PRN(s) of all affected units
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Address (if applicable; including the address in the Chinese language, if known) 地址(如適用, 包括所知悉的中文地址) The Redhill Peninsula Site A, Site B, Site C and Site D, No.18 Pak Pat Shan Road, Hong Kong. (中文地址不詳)

Undivided Shares (if any) 所佔的不分割份數(如有的話)
Lot Number(s) 地段編號 Section A of Rural Building Lot No.1050, The Remaining Portion of Section B of Rural Building Lot No.1050, Section C of Rural Building Lot No.1050 and The Remaining Portion of Rural Building Lot No.1050

Date of instrument 文書日期 31 / 10 / 2016	Consideration 代價 N/A
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Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱(包括所知悉的中文姓名或名稱)	In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./Travel Document No./Company No./etc.) 如於及轉讓時, 請註明各方的身分識別號碼(身分證號碼、旅行證件號碼、公司編號等)	Status of parties (Assignor/Assignee/ etc.) 各方的身分(出讓人、受讓人等)	Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分
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ESTATE OWNERS' COMMITTEE OF THE REDHILL PENINSULA	N/A	EOC	N/A
MIGHTYTON PROPERTY-MANAGEMENT LIMITED	N/A	THE MANAGER	N/A

Memorial number (including district code (identifier, if applicable) of transaction satisfied 按條例的文書之註冊證編號(包括地區代碼, 如適用)	N/A	Stamp Office Instrument Reference No. 印花稅署文書編號	Stamp Duty 印花稅
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On this 1st day of November 2016 (name of solicitors firm) 於2016年11月1日(律師行名稱) Gallant	(name of person) 本人(姓名) CHAN KWOK KANG DENNIS
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hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.
在此核實上述註冊摘要, 是錄載其內所列各項詳情的確屬真實敘述, 以符合《土地註冊條例》的規定。

LR152A serial no.: 1VW6FA7B-WCQFV4E-8
1062 R 6-887

註冊摘要編號 Memorial No.: 15110101270060
接獲日期 (日/月/年) Received On (DD/MM/YYYY): 01/11/2016

Date of instrument 文書日期 31 / 10 / 2016	Consideration 代價 N/A
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Names of parties (including the names in the Chinese language, if known) 各方的姓名或名稱(包括所知悉的中文姓名或名稱)	In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./Travel Document No./Company No./etc.) 如於及轉讓時, 請註明各方的身分識別號碼(身分證號碼、旅行證件號碼、公司編號等)	Status of parties (Assignor/Assignee/ etc.) 各方的身分(出讓人、受讓人等)	Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分
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ESTATE OWNERS' COMMITTEE OF THE REDHILL PENINSULA	N/A	EOC	N/A
MIGHTYTON PROPERTY-MANAGEMENT LIMITED	N/A	THE MANAGER	N/A

Memorial number (including district code (identifier, if applicable) of transaction satisfied 按條例的文書之註冊證編號(包括地區代碼, 如適用)	N/A	Stamp Office Instrument Reference No. 印花稅署文書編號	Stamp Duty 印花稅
---	-----	--	----------------

On this 1st day of November 2016 (name of solicitors firm) 於2016年11月1日(律師行名稱) Gallant	(name of person) 本人(姓名) CHAN KWOK KANG DENNIS
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hereby certify that the foregoing Memorial contains a just and true account of the several particulars therein set forth as required by the Land Registration Regulations.
在此核實上述註冊摘要, 是錄載其內所列各項詳情的確屬真實敘述, 以符合《土地註冊條例》的規定。

LR152A serial no.: 1VW6FA7B-WCQFV4E-8
1062 R 6-887



Hong Kong 香港

All Those pieces or parcels of ground situate lying and being at Section A, The Remaining Portion of Section B, Section C and the Remaining Portion of Rural Building Lot No.1050 (No.18 Pak Pat Shan Road, The Redhill Peninsula, Site A, Site B, Site C and Site D) ("the Estate").

(B) Under and by virtue of the Principal Deed the Manager has been appointed as manager to undertake the management and maintenance of the Estate on the terms and conditions therein mentioned

(C) The EOC is desirous of renewing the existing management agreement in respect of the maintenance and management of the Estate including in particular the Estate Common Areas and Facilities and Village Common Areas and Facilities (collectively "the Common Parts") as defined in the Deeds therein referred to for a further period of 3 years from 1 July 2016 to 30 June 2019 and thereafter until termination.

(D) By respective General Meetings of the Owners of Sites A, B, C and D all convened on 10 June 2016, it was unanimously resolved by the Owners or their proxies present thereat to renew the appointment of the Manager for a further period of 3 years from 1 July 2016 to 30 June 2019 and thereafter until termination.

(E) In this Agreement, the terms and expressions defined in the Deeds, where the context admits, bear the same meaning in this Agreement.

IT IS HEREBY AGREED as follows:

1. The EOC for and on behalf of all the owners of the Estate ("the Owners")

hereby appoints the Manager and the Manager hereby agrees to act as the manager to

manage those parts or village(s) of the Estate in respect of which the relevant

Occupation Permit(s) has been issued including the Common Parts in accordance with

terms and conditions of the Deeds for a fixed term of 3 years commencing from the 1st

day of July 2016 and expiring on the 30th day of June 2019 and thereafter the

appointment of the Manager shall continue until determination as hereinbelow

provided

2. The Manager shall during the subsistence of this Agreement carry out

the management of the Estate as specified in the Deeds including in particular the

following acts:-

(a) to demand and receive from the Owners their respective contributions

payable by each of the Owners by way of deposit, monthly management

(vi) **hold by itself and/or through its agent any surplus of monies collected by the Manager, and/or its agent for and on behalf of the Owners, after payment of management costs, charges and expenses, in such manners as shall be directed by the EOC in or towards payment of such management costs, charges and expenses thereafter become due.**

(g) **to keep proper books of account of all receipts and expenditure relating to the management and to render to the EOC and/or any accountant designated by the EOC, accounts in the format and on the dates**

prescribed in the Deeds. The Manager shall further produce to the EOC and its authorized representatives all receipts, vouchers and other documents supporting the accounts whenever reasonably requested so

to do.

(h) the Manager shall constantly review the collections of monthly management fee from the Owners and keep the EOC informed of any arrears thereof and take such action or remedy in the recovery thereof.

(i) the Manager shall be responsible for the administration and supervision of all staff, contractors and agents appointed or employed in the

management of the Estate or any part(s) thereof and reasonable care and precaution shall be taken by the Manager in the appointment and employment of such staff, contractors and agents to ensure their competency and integrity and the costs and expenses of employing staff to manage the Estate or any part(s) thereof shall be payable out of the management funds.

(j) if required by the EOC the Manager shall act on behalf of the Owners to call and convene the Owners' meeting(s) of the Estate and/or Villages in accordance with the provisions of the Deeds.

(k) to arrange for the inspection of the Common Parts or any part thereof by the Owners as the Owners shall from time to time require and to accompany the Owners to carry out such inspection.

(l) the Manager shall have regular meetings with the EOC to review the management of the Estate.

(m) to represent the Owners in all dealings with Government and other authorities on all matters for which the Manager is responsible under the terms of this Agreement.

the name of the Manager or its agent. Payments from the Trust Account shall only be made to cover the costs and expenses of performing any of the duties or exercising any of the powers of the Manager under the Deeds or incurred in connection therewith PROVIDED THAT the prior written approval of the EOC shall be required regarding payment on account of any single item, the amount of which shall exceed HK\$100,000.00 (such amount shall be subject to regular review between the EOC and the Manager from time to time as the circumstances may arise to allow for any upward adjustment).

5. The Manager shall keep the Trust Account separated from all other accounts operated by the Manager and all statements and books in connection therewith shall be open for inspection by the EOC.

6. The appointment of the Manager hereunder shall continue for the fixed term of 3 years from the 1st day of July 2016 and thereafter the appointment of the Manager as manager shall continue until its appointment is determined in accordance with the provision hereinbelow appear:-

(a) The EOC or the Manager may at anytime after the expiration of the said initial period of 3 years, terminate the appointment of the Manager as

remedies of either party against the other in respect of any antecedent claim or breach of the agreement or stipulation herein set out.

8. Upon the termination of the appointment of the Manager, the Manager

shall

(a) assign the Common Parts together with the Shares relating thereto

assigned to the Manger (if any) to the new manager in accordance with

the provisions of the Deeds;

(b) deliver to the EOC, or its designee, all books of accounts, cheque books,

deposit receipts, records, plans and all other papers and documents

relating to the Estate.

(c) submit the accounts of the income and Management Expenses up to the

date of termination to a firm of public certified accounts appointed by

the EOC for audit.

(d) transfer and assign to the EOC or its designee, all service contracts and

personal property relating to or used in the operation in connection

with the management aforesaid except personal property paid for and

owned by the Manager

(e) **render to the EOC an account of all management funds in its possession**

and shall deliver to the EOC a statement of management fees claimed to

be due to the Manager and shall cause all funds held by the Manager

relating to the management to be paid to the EOC or its designee.

9. For the services rendered by the Manager under this Agreement, the

Manager shall be entitled to receive as remuneration a sum equivalent to 10% of the

Management Charges as defined in the Deeds.

10. No one other than a party to this Agreement will have any right to

enforce any of the terms in this Agreement against any party to this Agreement. In

particular, no person or class of persons referred to in this Agreement (or their

respective successors or assigns) as being entitled (actually, prospectively or

contingently) to benefits due to his or her (or their) relationship with any party to this

Agreement will have any rights against any party to this Agreement or any associate of

such party under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the

Laws of Hong Kong). Notwithstanding anything to the contrary in this Agreement or in

the Contracts (Rights of Third Parties) Ordinance, the parties to this Agreement may

terminate, rescind or agree any variation, waiver or settlement under this Agreement

without the consent of any third parties.

[illegible]