Dated this 31st day of October 2016

MIGHTYTON PROPERTY MANAGEMENT LIMITED

and

PROTECH PROPERTY MANAGEMENT LIMITED

註冊摘要編號 Memorial No.:
16110101270071

本文書於2016年11月1日在土地註冊處以上述註冊摘要編號註冊。
This instrument was registered in the Land Registry by the above Memorial No. on 01 November 2016.

土地註冊處處長
Land Registrar

MANAGEMENT AGREEMENT

307-586-1048-15-1 (17)

PK

The Land Registry

(50)

經核證為真實的副本
Certified True Copy
土地註冊處處長
Land Registrar
17/03/2017

土地註冊處
The Land Registry

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

註冊摘要編號
Memorial No.:
16110101270071

接獲日期 (日/月/年)
Received On (DD/MM/YYYY):
01/11/2016

Solicitors Code of lodging firm 交付文書律師行的律師代號	Registration Fee 註冊費用 — Please tick the appropriate box 請選擇合適方格: ☑ $210 / ☐ $230 / ☐ $450 / ☐ $1000 / ☐ $2000	Other (please specify) 其他 (請註明) $
16896901	Nature and object of the instrument 文書的性質及目的: MANAGEMENT AGREEMENT (in duplicate)	

Premises affected by the instrument 受文書影響的處所

Property Reference Number (if any) 物業參考編號 (如有的話)
PRN(s) of all affected units

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	Consideration 代價
31 / 10 / 2016 (Day 日 / Month 月 / Year 年)	N/A

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.) 如涉及業權轉變，請註明各方的身分證明號碼 (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 各方在處所的各佔份數和身分
MIGHTYTON PROPERTY MANAGEMENT LIMITED	N/A	THE MANAGER	N/A
PROTECH PROPERTY MANAGEMENT LIMITED (保得物業管理有限公司)	N/A	THE MANAGEMENT AGENT	N/A

Memorial number (including district code Identifier, if applicable) of transaction satisfied 被滿足的文書之註冊摘要編號 (包括地區標識代號，如適用)	Stamp Office Instrument Reference No. 印花稅署文書編號	Stamp Duty 印花稅
N/A	N/A	$ N/A

On this 1st day of November 20 16 I (name) CHAN KWOK KANG DENNIS
於 20 年 月 日，本人 (姓名)
of (name of solicitors firm) Gallant, Hong Kong, Solicitor
為 (律師行名稱) 的香港律師
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，是該載其內所列各項詳情的確當真實敘述，以符合《土地註冊規例》的規定。

1062R B020 R

LR152A serial no.: 1VW6GPLI-BU64KCE-7

Hong Kong 香港

The Land Registry

THIS MANAGEMENT AGREEMENT is made the 31st day of October Two Thousand And Sixteen

BETWEEN

1. **MIGHTYTON PROPERTY MANAGEMENT LIMITED** whose registered office is situate at 22nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong (**"the Manager"**) and

2. **PROTECH PROPERTY MANAGEMENT LIMITED (保得物業管理有限公司)** whose registered office is situate at 22nd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong (**"the Management Agent"**).

WHEREAS

(A) Under and by virtue of a Principal Deed dated the 28th day of September 1990 (**"the Principal Deed"**) and a Management Agreement dated _____ the Manager has been appointed by the Estate Owners' Committee (**"EOC"**) on behalf of all the owners (**"the Owners"**) of the residential development known as "The Redhill Peninsula (紅山半島)" (**"the Estate"**) as manager to undertake the management and maintenance of the Estate on the terms and conditions therein mentioned.

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(B) The Manager is desirous of appointing the Management Agent to carry out, conduct and perform the duties and obligations of the Manager in respect of the 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 Principal Deed and the Sub-Deed(s) of the Mutual Covenant (collectively, **"the Deeds"**) therein referred to.

(C) 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 Management Agent for a further period of 3 years from 1 July 2016 to 30 June 2019 and thereafter until termination.

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

IT IS HEREBY AGREED as follows :

1. The Manager hereby appoints the Management Agent and the Management Agent hereby agrees to act as agent for 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 the terms and conditions of the Deeds for a fixed term of three years commencing on the 1st day of

July 2016 and expiring on the 30th day of June 2019 and thereafter the appointment of the Management Agent shall continue until determination as hereinbelow provided.

2. The Management Agent shall during the subsistence of this Agreement for and on behalf of the Manager to carry out, conduct and perform all duties, obligations, responsibilities, powers and discretions of the Manager in connection with 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 fee, improvement fund, service fund and other sums or payments from time to time as provided in the Deeds.

(b) to employ such person or persons or professional bodies and agents in the name of the Management Agent as shall be reasonably necessary to carry out all management works in accordance with the provisions of the Deeds by way of sub-contracts or otherwise.

(c) to handle and deal with complaints by the Owners and occupiers of any premises in the Estate relating to matters within the responsibilities of the Management Agent.

(d) to insure on behalf of the Owners and the Manager and keep insured on behalf of the Owners and the Manager the Estate and/or the Villages (as the case may require) including the Common Parts against loss or damage by fire and such other risks or perils as deemed necessary by the Owners and/or the Manager and on behalf of the Owners and the Manager to effect public and/or occupier's liability insurance and workmen's compensation liability in such amounts as the Manager and the Management Agent may think fit, such insurance to be in the name of the Management Agent for and on behalf of the Manager and the Owners according to their respective interests and to pay on behalf of the Manager and/or the Owners all premiums required to keep such insurance policies in force.

(e) to do all such other things as are reasonably incidental to the management of the Estate in accordance with the Deeds or for the common benefit of the Owners.

(f) to pay and settle on behalf of the Owners and/or the Manager out of monies collected on behalf of the Owners and/or the Manager all fees and charges arising from the proper execution by the Management Agent of its duties and responsibilities. In accordance with this duty, the Management Agent shall :

(i) maintain all accounts in respect of the operation, renovation, repair, maintenance and servicing of the Common Parts and its services, apparatus and equipment.

(ii) pay all charges in respect of electricity consumed in respect of public lighting and the operation of air-conditioning, pumps and other mechanical plant in connection with the Common Parts.

(iii) pay all charges in respect of the consumption of potable and flushing water supply to the Common Parts (other than supplies registered by meters installed by the Water Authority for individual owners and tenants) and all charges in respect of the provision of air-conditioning cooling water (if any).

(iv) pay all fees and charges in respect of cleaning, refuse disposal, security and other Estate management services provided to the management in accordance with the general responsibilities of the Management Agent as provided herein.

(v) prepare and submit to the Manager and/or the EOC annual budgets in respect of estimated costs of the management in accordance with the Deeds and review the same with the

Manager and/or the EOC as and when required by the Manager and/or the EOC. In case any upward adjustment of the monthly management fee shall be necessary, and further contributions by the Owners is required under the provisions of the Deeds, the Management Agent shall on behalf of the Manager seek the approval of the EOC and give the Owners prior written notice in accordance with the provision of the Deeds and collect the same accordingly.

(vi) hold any surplus of monies collected by the Management Agent for and on behalf of the Owners and/or the Manager after payment of management costs, charges and expenses, in such manner as shall be directed by the Manager 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 the Manager and/or any accountant designated by the Manager, accounts in the format and on the dates prescribed in the Deeds. The Management Agent shall further produce to the EOC and/or the Manager and its authorized representatives all receipts, vouchers and

other documents supporting the accounts whenever reasonably requested so to do.

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

(i) the Management Agent 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 Management Agent 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 Manager and under the Manager's directions the Management Agent shall act on behalf of the Manager to call and convene the Owners' meeting(s) of the Estate and/or Villages in accordance with the provisions of the Deeds and to represent the Manager to take part in such Owners' meeting and to act therein pursuant to the Manager's directions.

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

(l) the Management Agent shall have regular meeting(s) with the Manager and/or EOC to review the management of the Estate.

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

(n) to do all such other things and perform such other duties, obligations and responsibilities and exercise such powers and discretions as are reasonably incidental to the management of the Estate or any part(s) thereof.

3. All engagement (other than the engagement of staff in the management of the Estate or any part(s) thereof) and contract in relation to any activities in respect of the management of the Estate or any part(s) thereof may be made out in the name of the Management Agent PROVIDED THAT all works, engagement (other than the engagement of staff in the management of the Estate or any part(s) thereof) and contracts which involve an expenditure or liabilities

(whether aggregate or for one single item) of more than HK$100,000.00 (such amount shall be subject to regular review between the Manager and the Management Agent from time to time as the circumstances may arise to allow for any upward adjustment) shall be subject to the approval of the Manager.

4. The Management Agent shall pay all deposits and other monies and payments (including but without limitation monthly management fees) from the Owners (payable by or recovered from the Owners under the Deeds) into an account (**"Trust Account"**) in the name of the Management 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 Manager shall be required regarding payment on account of any single item exceeding HK$100,000.00 (such amount shall be subject to regular review between the Manager and the Management Agent from time to time as the circumstances may arise to allow for any upward adjustment).

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

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

(a) The Manager may at anytime after the expiration of the said initial period of 3 years, terminate the appointment of the Management Agent as Management Agent of the Estate by giving to the opposite party 3 months' written notice of termination.

(b) The appointment of the Management Agent shall be terminated forthwith if the Management Agent shall go into liquidation (except for the purpose of amalgamation or reconstruction).

(c) The Manager has the right, at any time before or after the expiration of the said initial period of 3 years without notice, to dismiss the Management Agent for gross negligence or dishonesty or gross incompetence.

(d) The appointment of the Management Agent shall, whether before or after the expiration of the said initial period, be terminated forthwith upon the termination of the appointment of the Manager as manager of the Estate.

7. If either party shall become insolvent, or shall be placed in receivership, or if a petition for liquidation (whether voluntary or involuntary save for the purpose of reconstruction or amalgamation) is filed against either party of this Agreement, this Agreement shall automatically and immediately terminate without further action by any party, without prejudice to the rights and 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 Management Agent, the Management Agent shall :

(a) deliver to the Manager, or its designee, all books of accounts, cheque books, deposit receipts, records, plans and all other papers and documents relating to the Estate.

(b) transfer and assign to the Manager 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 Management Agent. The Management Agent shall at its costs remove all signs referring to the Management Agent that it may have placed on the Common Parts and repair any damage resulting thereby.

(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 Manager and/or the EOC for audit.

(d) render to the Manager an account of all management funds in its possession and shall deliver to the Manager a statement of management fees claimed to be due to the Management Agent and shall cause all funds held by the Management Agent relating to the management to be paid to the Manager or its designee.

9. For the services rendered by the Management Agent under this Agreement, the Management Agent shall be entitled to receive from the Manager remuneration equivalent to one half share of the Manager's remuneration under the Deeds payable in advance on the first day of each calendar month.

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.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by Mr Li Chi Kong, an authorised signatory acting for and on behalf of the Manager whose signature is verified by :-

Twinnie Lau

For and on behalf of
MIGHTYTON PROPERTY MANAGEMENT LIMITED

Authorized Signature(s)

SIGNED by Mr. Wong Tai Chun Mark, an authorised signatory acting for and on behalf of the Management Agent whose signature is verified by:-

Henry Lau

For and on behalf of
(德輝物業管理有限公司)
PROTECH PROPERTY MANAGEMENT LIMITED

Authorised Signature(s)