



土地註冊處
The Land Registry

經核證為真實的副本
Certified True Copy

Chip Sui San
土地註冊處處長
Land Registrar
29/03/2012

I hereby certify that this is a true and complete copy of a certified copy of the original.

Chung Yiu Ming Benjamin

Solicitor, Hong Kong SAR
Ford, Kwan & Co.

Date: 9 AUG 2013

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 交付文書律師行的律師代號 00030501	Registration Fee 註冊費用	Please tick the appropriate box 請選擇合適方格					Other (please specify) 其他 (請註明)
		☒ \$210	☐ \$230	☐ \$450	☐ \$1000	☐ \$2000	\$
Nature and object of the instrument 文書的性質及目的 Management Agreement (in duplicate)							



註冊摘要編號

Memorial No.
10121300870023

接納日期

(日/月/年)

Received On

(DD/MM/YYYY)

13/12/2010

Premises affected by the instrument 受文書影響的地段	Property Reference Number (if any) 物業參考編號 (如有的話) PRN 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. "Chinese address not known"			
	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 19 / 11 / 2010 Day 19 Month 11 Year 2010			
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) Mightyton Property Management Limited Protech Property Management Limited (保得物業管理有限公司)		In case of change of ownership, please specify Identification Numbers of parties (Identity Card No./Travel Document No./Company No./etc.) 如涉及權轉時, 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) C.R. No.224444 C.R. No.178010	Status of parties (Assignor/ Assignee/etc.) 各方的身分 (出讓人、受讓人等) the Manager the Management Agent	Respective shares in, and capacities in relation to, the premises 各方在處所的各別份數和身分
Memorial number (including district code identifier, if applicable) of transaction 註冊摘要編號 (包括地區代碼代號, 如適用) N/A		Stamp Office instrument Reference No. 印花稅文書編號 N/A	Stamp Duty 印花稅 \$ N/A	

On this 10 day of December 2010 (name) Ifong Chan

於 20 年 12 月 10 日, 本人 (姓名) 陳儀芳

of (name of solicitors firm) Fred Kan & Co., Solicitors

為 (律師行名稱) 簡家騅律師行

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情事的確實真實敘述, 以符合《土地註冊規則》的規定。

(Signature)
Hong Kong

LR152A

AZ403630

THIS MANAGEMENT AGREEMENT

is made the 19th day of November

Two Thousand And Ten

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 30 Sep. 2010, 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.

(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 ("the Deeds") therein referred to.

(C) By respective General Meetings of the Owners of Sites A, B, C and D all convened on 28 May 2010, it was unanimously resolved by the Owners or their proxies present thereat to renew the existing management agreement for a further period of 3 years from 1 July 2010 to 30 June 2013.

(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 2010 and expiring on the 30th day of June 2013.

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 Manager and keep insured on behalf of the Manager the Estate and/or the Villages (as the case may require) including the Common Parts thereof against loss or damage by fire and such other risks or perils as deemed necessary by the Manager and on behalf of 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 Manager out of moneys collected on behalf of 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 pay and maintain :

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

(ii) 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) 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) 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) the Management Agent will prepare and submit to the Manager annual budgets in respect of the estimated cost of the management in accordance with the Deeds and review the same with the Manager as and when required by the Manager. 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 be authorized to give the Owners prior written notice in accordance with the provision of the Deeds and to collect the same accordingly.

(vi) if there shall be any surplus of monies collected by the Management Agent for, and on behalf of the Manager after payment of costs, charges and expenses, the Management Agent shall then hold the surplus 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 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 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 direction 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 direction.**

- (k) to arrange 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 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 moneys 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. In consideration of the Manager entering into this Agreement the Management Agent hereby agrees to keep the Manager indemnified on a full indemnity basis from and against all claims, demands, proceedings, costs and expenses in respect of or arising in any way directly or indirectly out of the management or the carrying out by the Management Agent of its duties hereunder.

7. The employment of the Management Agent hereunder shall continue for the fixed term of 3 years from the date of this Agreement and thereafter until 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.

8. In consideration of the Management Agent agreeing to exercise due diligence care and skill in carrying out its duties and obligations hereunder, the Manager shall at all times during the currency of this Agreement :

(a) indemnify the Management Agent on a full indemnity basis from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate or any act, deed, matter or thing done or omitted in pursuance of the provisions of this Agreement and not involving criminal liability, dishonesty or negligence on the part of the Management Agent or its servants, employees, contractors or agents;

(b) honour and ratify all contracts and agreements made within the scope of this Agreement provided that upon the termination of the employment of the

Management Agent, the Management Agent shall procure (and the Manager shall accept) all contracting parties to enter into novation agreement(s) with the Manager whereby replacing the Manager as the contracting party in the place of the Management Agent in such form and substance as shall be prescribed by the Manager.

9. 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 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.

10. Upon the termination of this Agreement, the Management Agent shall :

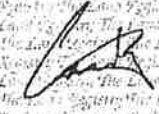
- (a) deliver to the Manager, or its designee, all books and records with respect to the management aforesaid.**
- (b) transfer and assign to the Manager or its designee, all service contracts and personal property relating to or used in the operation in connection with the management aforesaid except 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) 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.

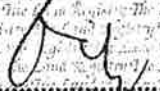
11. For the services rendered by the Management Agent under this Agreement, the Management Agent shall be entitled to receive from the Manager remuneration equivalent to one half share of the Manager's remuneration under the Deeds payable in advance on the first day of each calendar month.

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

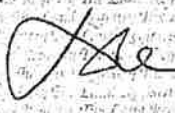
SIGNED by **Li Chi Kong**
an authorized signatory acting for and on behalf
of the Manager whose signature is verified by


Leung Lai Seung

For and on behalf of
MIGHTYTON PROPERTY MANAGEMENT LIMITED


Authorized Signatory(s)

SIGNED by **Chan Kat Shum**
for and on behalf of the Management Agent
whose signature is verified by


Lau Sai Wing

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


Authorized Signatory(s)

Dated this 19th day of November 2010.

MIGHTYTON PROPERTY MANAGEMENT LIMITED

and

PROTECH PROPERTY MANAGEMENT LIMITED

MANAGEMENT AGREEMENT



註冊摘要編號 Memorial No.
10121300970023

本文書於2010年12月13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 13 December 2010.

Fred Kan
土地註冊處處長
Land Registrar

FRED KAN & CO.
Solicitors
31st Floor, Central Plaza
18 Harbour Road
Hong Kong

Tel : 2598 1318 Fax : 2588 1318

Ref : H32859/GEN/AL-ET/IC