



經核證為真實的副本
Certified True Copy
土地註冊處
The Land Registry
Acting Land Registrar
12/11/2014

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

Lin Wing Ho Eric

Solicitor, Hong Kong SAR

Ford, Kwan & Co.

Date: 3-0 DEC 2014

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
交付文書註冊的律師樓
0003050

Registration. Please tick the appropriate box 選擇合適的方法
註冊費用 \$210 (if \$230) \$450 (if \$1000) \$2000 (if \$10000)
Nature and object of the instrument 文書的性質及目的
Management Agreement (in duplicate)

Other people's property (if any) 其他(可能)的物業
Property Reference Number (if any) 物業參考編號(如有)
PPNs of all affected units

Address (if applicable, including the address in the Chinese language, if known) 地址 (如適用, 包括所知道的中文地址)

The Redhill Peninsula Site A, Site B, Site C and Site D, No.18 Pak Pat Shan Road, Hong Kong

Undivided Shares (if any) 所佔的不分創份數 (如有)

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 Jun 2013

Consideration 代價

N/A

In case of change of ownership, please specify 在更改所有權的情況下, 請指明

Identification Number of parties (if any) 各方身分的識別號碼 (如有)

Travel documents of company (if any) 公司的旅行文件 (如有)

Signatures of parties (if any) 各方的簽名 (如有)

Respective shares in the company 各方在公司的股份

Stamp of instrument 文書蓋章

Stamp Duty 印花稅

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THIS MANAGEMENT AGREEMENT

is made the 19th day of September

Two Thousand And Thirteen

BETWEEN

1. ESTATE OWNERS' COMMITTEE OF THE REDHILL PENINSULA whose address is

situate at The Management Office of The Redhill Peninsula 18 Pak Pat Shan Road, Tai Tam, Hong Kong (the EOC); and

2. MIGHTYTON PROPERTY MANAGEMENT LIMITED whose registered office is

situate at 22nd Floor Allied Kajima Building, 138 Gloucester Road, Wanchai Hong Kong (the Manager) which expression shall where the context so

admits include its agents employees successors and assigns

WHEREAS

The EOC is the committee duly appointed under the Principal Deed dated 8

September 1990 registered in the Land Registry by Memorial No UB4579713

(the Principle Deed) as supplemented by Sub Deeds of Mutual Covenant

dated 9 March 1993, 18 September 1992, 23 October 1991, 28 September 1990

and respectively registered in the Land Registry by Memorial Nos UB5602672, UB5453851, UB5080653 and UB4579714 (the Deeds) of the Estate known as

The Redhill Peninsula (紅山半島) erected on All Those pieces or parcels of

ground situate lying and being at Section A, The Remaining Portion of Section B,

Doc
UB4579713
UB5602672
UB5453851
UB5080653
UB4579714

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 a 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 Principal Deed and the Deeds therein referred to for a further period of 3 years from 1 July 2013 to 30 June 2016.

(D) By respective General Meetings of the Owners of Sites A, B, C and D all convened on 8 March 2013, 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 2013 to 30 June 2016.

(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:

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 2013 and expiring on the 30th day of June 2016, and thereafter 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

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 Manager 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 Manager.

(d) to insure on behalf of the Owners and keep insured on behalf of the Owners 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 on behalf of the Owners to effect public and/or occupiers liability insurance and workmen's compensation liability in such amounts as the Manager may

think fit, such insurance to be in the name of the Manager for and on behalf of the Owners according to their respective interests and to pay on behalf of 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 out of monies collected on behalf of the Owners all fees and charges arising from the proper

execution by the Manager of its duties and responsibilities in

accordance with this duty, the Manager 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 Manager as provided herein;

(v) prepare and submit to the EOC annual budgets in respect of estimated costs of the management in accordance with the Deeds and review the same with the EOC as and when required by 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 Manager shall seek the approval of the EOC, such approval shall not be unreasonably withheld, in accordance with the provision of the Deeds, and collect the same accordingly.

(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 EOC, 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

arrearages 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.

(n) to do all such other things and perform such other duties, obligations and responsibilities and exercise such powers and discretion 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 Manager. 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 EOC and the Manager from time to time as the circumstances may arise to allow for any upward adjustment) shall be subject to the approval of the EOC.

The Manager shall pay all deposits and other monies and payments (including but without limitation monthly management fees) from the Owners (payable or recovered from the Owners under the Deeds) into an account ("Trust Account") in

the name of the Manager or 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 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. In consideration of the Manager entering into this Agreement the EOC 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

Manager of its duties hereunder.

The employment of the Manager 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 EOC or the Manager may at any time after the expiration of the said initial period of 3 years, terminate the appointment of the Manager as Manager of the Estate by giving to the opposite party 3 months' written notice of termination.

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

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

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

(a) indemnify the Manager 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 of
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 Manager 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 Manager the Manager shall procure (and the EOC
shall accept all contracting parties to enter into novation agreement(s)
with the EOC or its agent whereby replacing the EOC or its agent as the
contracting party in the place of the Manager in such form and
substance as shall be prescribed by the EOC.

9. The EOC may cancel this Agreement at any time if the Manager shall
become insolvent or shall be placed in receivership or if petition for liquidation
(whether voluntary or involuntary) save for the purpose of reconstruction or
amalgamation) is filed against the Manager 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 Manager shall

(a) deliver to the EOC, or its designee, all books and records with respect to the management aforesaid.

(b) 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.

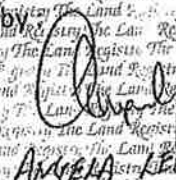
(c) render to the EOC an account of all management funds in its possession and shall deliver to the EOC a statement of management fees claimed to be due to the Manager and shall cause all funds held by the Manager relating to the management to be paid to the EOC or its designee.

11. 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.

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

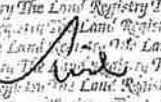
SIGNED by Mr. Tam Wai Koon, authorized person
of Zeta Estates Limited, a duly authorized agent
acting for and on behalf of the Estate Owners
Committee of The Redhill Peninsula, whose

signature is verified by


ANNEA LEE

For and on behalf of and
ZETA ESTATES LIMITED
Authorized Signatory

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


LAU TUNG NI

For and on behalf of
MIGHTYTON PROPERTY MANAGEMENT LIMITED
Authorized Signatory(s)

Dated this 19th day of September 2013

ESTATE OWNERS COMMITTEE
of The Redhill Peninsula

and

MIGHTYTON PROPERTY MANAGEMENT LIMITED

MANAGEMENT AGREEMENT

註冊摘要編號 Memorial No.:
13101102530032

本文書於2013年10月11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 11 October 2013.


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/AU-ET/IC