

# 鑫丰豪园一号投资协议

## Xinfeng The One Treacy Project Investment Agreement

刘玉清董事长（鑫丰澳大利亚国际投资有限公司）  
Yuqing LIU, Chairman of Xinfeng Australia International Investment Pty Ltd

刘文生（澳洲第一资本集团）  
Wensheng LIU of The One Capital Group Pty Ltd

## 一、合作各方

### 1. Parties

甲方：刘玉清董事长（鑫丰澳大利亚国际投资有限公司）

Party A: Yuqing LIU Chairman of Xinfeng Australia International Investment Pty Ltd

地址：5A/124 Forest Rd Hurstville NSW 2220

Address: 5A/124 Forest Rd Hurstville NSW 2220

乙方：刘文生（澳洲第一资本集团）

Party B: Wensheng LIU of The One Capital Group Pty Ltd

地址：3C/124 Forest Rd Hurstville NSW 2220

Address: 3C/124 Forest Rd Hurstville NSW 2220

## 二、协议条款

### 2. Agreement Terms

1. 项目更名为鑫丰豪园一号；  
The Project is renamed as Xinfeng The One Treacy;
2. 诚聘刘玉清为项目董事长；  
Yuqing LIU will be appointed as Chairman of the project.
3. 甲方投资 1000 万澳元，作为项目建筑款项；  
Party A will invest 10 million AUD which will be used for construction;
4. 项目建设预计支出为 4200 万澳元；  
The estimated construction expending will be 42 million AUD.
5. 截止 2016 年 5 月 12 日，乙方已为项目支付项共 18,393,731.19 澳元；  
As of 12th May of 2016, Party B has expended 18,393,731.19 AUD for the project;
6. 甲方投资资金到位后，乙方将以第一资本集团下属项目公司 GR Capital Group 的 100% 的股权作质押，以保证甲方的资金安全；  
Upon receive the total 10 million from Party A, Party B will use 100% equity of GR Capital Group Pty Ltd as security for investment fund of Party A.
7. 投资收益为固定年息 12%，自 2016 年 6 月 15 日开始计算利息。  
Investment return will be fixed interest of 12% per annul. Calculation of interest will start on 15<sup>th</sup> June 2016;
8. 投资期限为 18 个月；  
Investment period is 18 months.
9. 乙方将项目公司 GR Capital Group 的 100% 的股权质押给甲方后，双方于 2016 年 5 月 9 日签署的 200 万澳元投资定金的资金保障协议失去法律效力。
10. After Party B uses 100% equity of GR Capital Group Pty Ltd as security for investment fund, the security agreement for 2 million AUD investment deposit which signed by both parties on 9th May of 2016 will be voided.

11. 双方的合作可以增加甲方在澳大利亚的商业运营记录，为以后发展环保产业项目打下商业基础。

The cooperation between two parties will build Party A's business portfolio in Australia and to build a solid foundation for Party A to develop their environmental protection project in future.

12. 项目的日常运营成本有乙方负责。

Party B will be responsible for the running cost of the Project.

13. 通过项目为甲方刘玉清董事长及于根生先生办理投资移民。

Party B will assist Yuqing LIU and Gensheng Yu of Party A to apply for permanent resident visa by their investment.

### 三、资金支付时间

#### 3. Investment Payment

1. 2016年3月28日，甲方已向乙方支付100万澳元。

28th March of 2016, Party B has received 1 million AUD from Party A.

2. 2016年4月18日，甲方已向乙方支付100万澳元。

18th April of 2016, Party B has received 1 million AUD from Party A.

3. 2016年6月15日前，甲方向乙方支付800万澳元。

Before 15th June of 2016, Party A should transfer 8 million AUD to Party B.

### 四、资金支付方式

#### 4. Method of transfer investment Fund

甲方将与澳元等值的人民币转入乙方的账户，乙方通过昆仑国际将人民币兑换为澳元。  
Party A will transfer RMB which will be equivalent of AUD into party B's bank account in China. Party B will use KVB Kunlun to exchange RMB to AUD.

KVB Kunlun is a an international financial services corporation which provides currency exchange services.

### 五、双方的权利与责任

#### 5. Rights of Responsibilities

1. 甲方的权利和责任

Rights and responsibilities of Party A

- 1) 按照协议对项目进行投资，并按约定利息取得相应的投资收益；  
must invest according to the abovementioned agreement terms, and receive investment return according to abovementioned interest rate.
- 2) 不参与投资项目的管理及运营，不承担任何法律责任；

will not get involved in the management and operation of the Project and will not be liable for any legal responsibilities.

- 3) 遵守本协议其他条款约定的甲方义务。  
comply with other provisions of obligations stipulated for Party A.

2. 乙方的权利和责任

Rights and responsibilities of Party B

- 1) 负责项目的建设施工及销售;  
responsible for the construction and sales for the Project;
- 2) 承担所有项目涉及的法律风险;  
liable for all legal responsibility;
- 3) 负责项目的日常运营支出;  
responsible for the running cost of the Project.
- 4) 协助甲方刘玉清董事长及于根生先生办理投资移民办理移民;  
assist Yuqing LIU and Gensheng Yu of Party A to apply for permanent resident visa.
- 5) 协助甲方工作团队办理赴澳工作签证;  
assist the team of Party A to apply for working visa.
- 6) 遵守本协议其他条款约定的乙方义务。  
comply with other provisions of obligations stipulated for Party B.

六、其他

6. Note

- 1. 本协议一式两份，双方签署后，各持一份。

This agreement shall be provide in two copies with each party holding one copy after signing the agreement by both parties.

七、双方签字

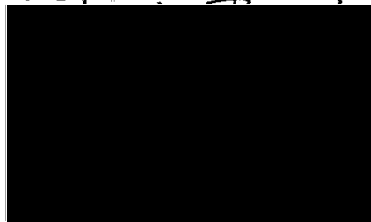
7. signatures

甲方：刘玉清董事长

Party A: Yuqing Ijiu

签字:  
Signature:

日期:  
Date:

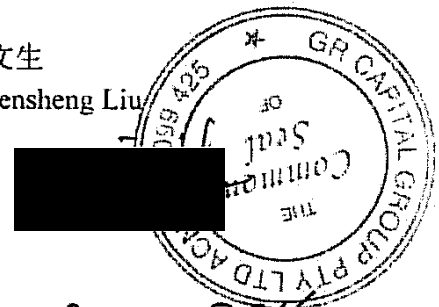


乙方：刘文生

party B: Wensheng Liu

签字:  
Signature:

日期:  
Date:



23-5-2016