

鑫丰地标广场投资协议

Xinfeng Landmark Square 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. 双方签订项目合作协议, 项目更名为鑫丰地标广场;
Both parties will enter into a JV agreement for the Project called "Xinfeng Landmark Square"
2. 甲方占项目股份 60%, 乙方占项目股份 40%;
Party A holds 60% share of the JV and Party B holds 40% share of the JV.
3. 根据双方签订的合作协议, 设立董事会及项目管理框架 (见附录一);
According to JV, the Board and Project Management Structure will be structured as per Appendix 1.
4. 刘玉清任董事长, 刘文生任首席执行官 CEO;
Yuqing LIU will be appointed as Chairman and Wensheng LIU will be appointed as CEO.
5. 刘玉清董事长委任项目监理团队, 监理团队由于报生等人组成。刘文生首席执行官委任各个项目开发团队;
Chairman Yuqing LIU will appoint the supervision team for the Project. The supervision team includes Mr.Gensheng YU and any other nominee/s. CEO Wensheng LIU will appoint the Project Development Teams at his discretion.
6. 甲方对鑫丰地标广场项目投资 8000 万澳元;
Party A will invest \$80 million AUD into the Joint Venture.

7. 乙方将鑫丰地标广场项目土地转至甲方的名下，以保证甲方的投资资金安全：
As security, Party B will transfer the land to Party A.
8. 项目完成后，甲方获得项目利润的60%，乙方获得项目利润的40%；
Party A is entitled to 60% of the profit from the Project and Party B will be entitled to 40% of the profit from the project.
9. 项目分三期建设，预计三期建设进度如下：
The Project will be built in 3 stages. The estimated construction period for 3 stages areas follow:
- 1) 一期工程预计于2017年6月开始，2019年6月结束；
1 stage: Construction is due to commence in June 2017 and expected to complete in June 2019.
 - 2) 二期、三期工程预计2019年6月同时开始，预计三年完成；
Stage 2 and 3: will commence simultaneously in June 2019 and is estimated to complete in 3 years.
10. 每期项目完成后，按照上述比例分配利润；（明细见附录二）
Both parties will receive profit after the completion of each stage (see Appendix 2)
11. 甲方投资资金将直接进入律师信托账户，投资资金将用于购买项目土地、支付延期购买项目土地的费用、支付申请土地性质转换的费用、支付申请项目规划的费用、支付现有项目投资者退出项目的费用、支付所有项目建设前所需的费用以及第一期项目的启动资金。（明细见附录三）
The investment fund will be transferred into a trust account managed by a legal practioners. The total investment fund will be used as follows: purchase project land, pay extension fee for the purchase of land, pay land rezoning fee, pay DA fee, payout current investors, other relevant fees prior to construction and initial construction for 1 stage.
12. 上述进入律师信托账户的投资资金，将由律师根据双方签订的合作协议分配；
The abovementioned fund kept in the trust account will be distributed by legal practioners according to the JV.
13. 项目土地将于2016年11月24号完成交易；
The land for the project will settle on or around the 24th November 2016.

14. 项目土地完场交易后，土地所产生的租金，双方按照甲方 60%，乙方 40%的比例分配；

Any rental income received from the land will be distributed at 60% to Party A and 40% to Party B.

15. 投资期限至项目完成时结束；

Investment period will end at the completion of the Project.

16. 该项目自筹资金 8000 万澳元，银行借贷 1.855 亿澳元，贷款分两期，一期工程贷款 4900 万，二、三期工程贷款 1.365 亿。乙方负责申请建筑贷款，并作为申请建筑贷款的担保人

The project will self-raised \$80 million AUD. The estimated construction loan for stage 1 is \$49 million AUD and the estimated construction loan for stages 2 and 3 is 136.5 million AUD. Party B will be responsible for applying for construction loan and be guarantor of the construction loan. The total estimated construction loan for the whole project is \$185.5 million AUD.

17. 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.

三、资金支付时间

3. Investment payment

甲方获得中国对企业境外投资的批准后，应保证在 2016 年 12 月 1 日前向律师账户支付 1.6 亿人民币或约等于 3200 万的澳元。

After the approval from the Chinese Government is granted, Party A guarantee to transfer \$32 million AUD which is approximately \$160 million RMB into the trust account on or before 1st December 2016.

资金支付明细如下：

Investment payment details are as follow:

1. 甲方获得中国对企业境外投资的批准后，应在 2016 年 8 月 1 日前向律师账户支付 360 万澳元，用于支付购买土地的定金。

After the approval from the Chinese Government is granted, Party A must transfer \$3.6 million AUD into the trust account on or before 1st August 2016 to pay 10% deposit of total land price.

2. 甲方获得中国政府对企业境外投资的批准后，应在 2016 年 11 月 24 日前向律师账户支付 3470 万澳元，用于支付购买土地的余款及印花税。
After the approval from the Chinese Government is granted, Party A must transfer \$34.7 million AUD into the trust account on or before 24th November 2016 to pay the balance total land price and stamp duty.
3. 甲方获得中国政府对企业境外投资的批准后，应在 2017 年 3 月 1 日前向律师账户支付 4170 万澳元，以保证项目顺利进行。
After the approval from the Chinese Government is granted, Party A must transfer \$41.7 million AUD into the trust account on or before 1st May 2016 to ensure that the Project can proceed smoothly.

上述资金将直接进入律师信托账户，由律师根据双方签订的合作协议分配。
The abovementioned fund will be transferred into the trust account and will be distributed by legal practioners according to the JV.

四、双方的权利与责任

4. Rights of Responsibilities

1. 甲方的权利和责任
Rights and responsibilities of Party A
 - 1) 按照协议进行投资，并按约定比例取得相应的收益；
Must invest according to the abovementioned agreement terms, and will receive a profit according to abovementioned profit distribution.
 - 2) 不参与投资项目的管理及运营，不承担任何法律责任及投资项目所涉及的贷款责任；
Will not get involved in the management and operation of the Project and will not be liable for any legal or loan responsibilities.
 - 3) 在乙方的协助下申请中国商务部颁发的企业境外投资证书，使甲方获得中国外汇管理局的境外汇款许可；
Under the Party B's assistant, Party A apply the Certificate of Approval issued by Ministry of Commerce of China for investing overseas to have the approval of State Administration of Foreign Exchange of China for transferring fund into Australia.
 - 4) 委派团队在澳监理项目；
Appoint supervision team.

5) 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) 负责鑫丰地标广场项目的建设施工、销售及所有相关工作；

Responsible for the construction, sales and other relevant works for the Project.

2) 负责鑫丰地标广场项目的日常运营支出。

Responsible for the running cost of the Project.

3) 承担所有项目涉及的法律责任和贷款责任；

Liable for all legal responsibilities and loan responsibilities;

4) 协助甲方申请中国商务部颁发的企业境外投资证书，使甲方获得中国外汇管理局的境外汇款许可；

Assist Party A to apply the Certificate of Approval issued by Ministry of Commerce of China for investing overseas to have the approval of State Administration of Foreign Exchange of China for transferring fund into Australia.

5) 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.

五、协议执行及改变

5. Selling the land after the settlement

若甲乙双方开始合作后，甲方决定出售土地。甲乙双方将按照甲方 50%、乙方 50%的比例分配出售土地所得的利润。

If Party A decide to sell the land after the settlement, Party A will receive 50% profit from the sale and Party B will receive 50% of profit from the sale.

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 Liu

乙方：刘文生
Party B: Wensheng Liu

签字：
Signature:

签字：
Signature:

日期：
Dates:

日期：
Date:

