

AGREEMENT FOR SALE ADDENDUM

销售协议附录

THIS AGREEMENT FOR SALE ADDENDUM (“Addendum”) is made and entered into by and between BELMONT RESORTS LIMITED, a limited liability company duly incorporated under the laws of the Federation (“Vendor”), and the undersigned purchaser (“Purchaser”) as of the date this Addendum is executed by Vendor (“Effective Date”). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement for Sale executed by and between Vendor and Purchaser (“Purchase Agreement”), to which this Addendum applies.

本协议为销售附录（“附录”）制成及进行与贝尔蒙特度假村有限公司 -- 是一家根据联邦法律正式成立的有限责任公司（“卖方”），以及购买者签署人（“买方”）之间签订，并按附录日期由卖家执行（“生效日期”）。在卖家与买家执行（“购买协议”）中的词汇在销售协议中应具有所赋予的涵义在这附录中适用，在此并未另行界定。

RECITALS

详述

- A. WHEREAS, Vendor and Purchaser have entered into the Purchase Agreement whereby Purchaser has agreed to buy a freehold interest in [] within a community known as Kittitian Hill (“Lot”); and
鉴于，卖方与买方订立收购协议，据此，买方已同意在被称为 Kittitian 山（「份额」）的社区内购买一个永久业权； 和
- B. WHEREAS, in connection with the Purchase Agreement and this Addendum, Purchaser has executed an Escrow Agreement requiring Purchaser to transfer the Purchase Price, less any Reservation Deposit paid, to the escrow agent named in the Escrow Agreement (“Escrow Agent”);
and
鉴于，与购买协议及本附录而言，买方已履行一份托管协议，要求买方将购买价扣除已支付的任何押金转出到在协议中指名的托管代理（“托管代理”）；
和
- C. WHEREAS, for the consideration specified herein, Purchaser agrees to lease the Lot to Vendor pursuant to the terms set forth in this Addendum.

而对于本文中所指明的报酬，买方同意根据载于本附录的条款出租该地段予卖方。

NOW, THEREFORE, for and in consideration of the agreements set forth in this Addendum, the parties hereto, intending to be legally bound, hereby agree as follows:

现在,因此,并在本附录中所列的协定, 缔约双方于此,打算接受法律约束,达成如下协议:

1. Lease. In exchange for the consideration payable to Purchaser as set forth herein and in Section 2 herein, Purchaser hereby leases the Lot and any improvements thereon (“Unit”) to Vendor for the following “Lease Period”:

租赁。本文之前及在本文第二节所述, 以换取支付给买方代价, 买方现租地段和在其上的任何改进(“单位”)给供应商予以下“租赁期”:

(i) from the date of the Certificate of Citizenship (as issued by the Citizenship by Investment Unit upon the approval of the Purchaser’s Citizenship by Investment Application)

(“Certificate of Citizenship”) until the issuance of the Certificate of Occupancy of the Unit (“COO”); plus

从公民身份的证明(根据公民权投资单位发出的买家公民权投资申请的审批证明)(“公民证书”)之日起直到签发该单位的入住证书(“COO”); 加上

(ii) either
或者

(a) each 12-month period beginning from the date of issuance of the COO for three (3) years thereafter or

由签发 COO 日起计三(3)年内, 每 12 个月一期 或

(b) each 12-month period beginning from the date of issuance of the COO until the expiration of the mandatory five year period for which the qualifying property must be held under the Citizenship by Investment Program, whichever of (a) and (b) occurs later.

由签发 COO 日起, 每 12 个月一期, 直至根据公民权投资计划中具有资格物业必需强制性五年内持有的期限届满。 取其(a)与

(b) 中后发生者。

During the Lease Period:

在租赁期间:

a. Taxes and Assessments. Vendor shall be solely responsible for payment of the following fees and expenses:

税金及评估。 卖方须自行负责支付以下费用及开支:

(i) the full annual assessment chargeable to the Unit under the Master Declaration and any Parish Declaration with jurisdiction over the Unit ("Declaration");

根据对单位管辖权的主申报及任何行政区申报下单位的全年评估收费。

(ii) all real estate taxes assessable by the Federation and any local authority within the Federation against the Unit; and

联邦政府及在联邦政府内对该单位的地方当局所征收的所有房地产税; 及

(iii) all mandatory annual membership fees payable to the Kittitian Golf and Tennis Club in connection with the Unit.

与单位相关的 Kittitian 高尔夫球和网球俱乐部的所有强制性的应付年度会员费。

b. Purchaser Occupancy Rights. Purchaser may reserve the Unit for his or her personal use for up to two (2) weeks per annum in accordance with the policies set forth in Exhibit A. To the extent Purchaser has executed a Rental Management Agreement with Belmont Management Company Ltd. whereby Purchaser has been allocated any occupancy rights, Purchaser hereby assigns those occupancy rights to Vendor for all purposes, and Vendor takes its lease subject to the terms of such agreement.

买方入住权。 按照载于表 A 中的政策, 买方每年可预留单位长达两(2)

周为他或她的个人使用。 倘买方已执行与贝尔蒙特管理有限公司的租

赁管理协议，据此，买方已获分配入住权，买家在此分配给卖方所有通用的入住权，和卖家需在此类协议中采取此租赁受制条款。

- c. Vendor Occupancy Rights. Vendor and its affiliates may, at their sole cost and expense, rent the Unit from time to time in accordance with the Kittitian Hill Standard, as set forth from time to time in the Declarations. Vendor shall also have the right to furnish and decorate the Unit in a manner consistent with other properties rented by Vendor and its affiliates. The proceeds of any rental of the Unit shall be retained by Vendor, without set-off or other payment to Purchaser, notwithstanding the terms of any rental management agreement to which the Unit is subject. If the Unit is not subject to a rental management agreement, Vendor and its affiliates will not rent the Unit during a period following expiration of the Lease Period without first obtaining the Purchaser' s consent.

卖家占用权。卖家和其附属机构可按随时更新声明的 Kittitian 山标准规格的基础成本和费用上不时租住该单位。 卖方亦应有权布置及装饰该单位使其与其他卖家及其关联公司租用单位一致的風格。 任何出租单位的收益应当由卖方保留，没有抵销或其他支付给买方，不论任何租赁管理协议，尽管任何租务管理协议的条款以该单位为主体。 如果单位不是受租赁管理协议，卖方及其关联公司不会在租赁期期限届满之后未取得买方的同意前租用该单位。

- d. Voting Rights. Vendor shall be entitled to exercise all voting rights accruing to the Unit under the Declarations in its sole, absolute and unfettered discretion. Purchaser' s signature on this Addendum shall serve as evidence of his or her assignment of voting rights to Vendor. To the extent Vendor determines that additional documentation is necessary or advisable, then Purchaser shall execute proxies or otherwise take any action required to effectuate the assignment contemplated in this subsection (d).

投票权。 卖家根据声明中其唯一的、 绝对的和不受限制地自由判断权， 应有权行使所有对单位的投票权。 买方在此附录上签名被视为证

明他或她分配给卖家的投票权。倘若卖家确定附加的文件是必要或可取的，买家应执行代理或采取其他任何所需行动完成此(d)部份任务。

- e. No Liens. Vendor shall not subject the Unit to an liens or other encumbrances; if the Unit is subjected to any lien or encumbrance as a direct result of the actions of Vendor, Vendor shall cause such lien or encumbrance to be cancelled or discharged within ten (10) days of notice from Purchaser.

无扣押。卖家应不使单位受制于任何扣押和产权负担；如卖家任何行动结果直接令至单位受到任何扣押或产权负担，卖家应在买家通知的十天内取消或排除此等扣押权或产权负担。

- f. Care of Unit. Vendor shall keep the Unit, and all electrical, plumbing and ventilation systems therein, in a clean and working condition consistent with the Kittitian Hill Standard, as set forth from time to time in the Declarations.

保管单位。卖家应保持好单位，及其中所有电气、水暖及通风系统在随时更新声明的Kittitian山标准的清洁及良好使用状态规格中。

- (iii) Payments. Unless this Addendum is terminated prior to the expiration of the Lease Period in accordance with Section 3 below, Developer shall pay Purchaser the following

“Payments”：

付款。除非本补充文件在租赁期按照下文第3节届满前终止的，卖家应支付买家下面的“付款”：

- i. an amount equal to two percent (2%) of the Purchase Price designated in the Agreement for Sale for each 12-month period beginning from the date of the Certificate of Citizenship until the issuance of the C00; and
自公民证书之日起计算至发放C00日止，每12个月一期的缴付按销售协议中相等于买价百分之二(2%)的金额；及
- ii. an amount equal to four percent (4%) of the Purchase Price designated in the Purchase Agreement, for either (a) each

12-month period beginning from the date of issuance of the COO for three (3) years thereafter or (b) each 12-month period beginning from the date of issuance of the COO until the expiration of the mandatory five year period for which the Unit must be held under the Citizenship by Investment Program, whichever of (a) and (b) occurs later. The Payments shall be distributed annually to Purchaser in a single lump sum in U.S. Dollars at the end of each 12-month period, commencing twelve (12) months from the date of the Certificate of Citizenship. The Developer shall issue to the Purchaser an annual statement of earnings within thirty (30) calendar days of the end of the Financial Year, which commences on 1 July and ends on 30 June of each year.

相当于在购买协议中买价百分之四(4%)的金额, 要么(a)从发出COO的日期起计算之后三年内, 每12个月一期或(b)从发出COO起计算直至公民权投资项目下强制性持有该单位5年时间的规定期限终止为止, 每12个月一期, 最其(a)与(b)的后者。该款项应该从公民证书日期起算12个月, 以每12个月

完结后, 每年以美元一次性付给买家。发展商须向买方在每年的7月1日开始至翌年6月30日结束后三十个(30)日历天内发出年度收入证明。

- (iv) Termination. This Addendum shall automatically terminate on the expiration of the Lease Period; provided, however, that the Lease Period may be earlier terminated: (a) immediately upon termination of the Purchase Agreement prior to Completion and Handover of the Unit; (b) immediately upon Purchaser's failure to transfer the Purchase Price, less any Reservation Deposit paid, to the Escrow Agent in accordance with the Escrow Agreement; (c) upon a material breach of the terms of this Addendum which is not cured within sixty (60) days following written notice thereof; or (d) upon a material breach of the Completion and Handover Documents that is not cured within the period provided for in such documents. Neither the expiration or termination of this Addendum will affect those provisions

that by their terms are to survive the expiration or termination of this Addendum; provided, however, that the parties agree that Vendor will have no obligation to perform pursuant to Exhibit A following early termination of the Addendum pursuant to this Section 3. The parties agree to reasonably cooperate in the transition of the Unit following expiration or termination of this Addendum. In connection therewith, Purchaser agrees that it will not exercise any occupancy rights with respect to the Unit that would conflict with any rental of the Unit confirmed by or on behalf of Vendor prior to termination of this Addendum.

终止。本补充文件租赁期间届满时将自动终止；倘若，然而，租赁期可能会提早终止：(a)在完成和移交单位之前立即终止购买协议；(b)根据托管协议除去已支付的所有押金，买家未能汇出购买价给托管代理；(c)严重违反本附录中条款，并在六十(60)天内没有纠正并书面通知；或(d)在该等文件所规定的期限内未能纠正而严重违反了完成和移交文件。本附录没有到期或终止会影响到那些附录中到期或终止仍然生效的条款。但前提是，各方同意，卖方没有义务履行附表A的依据，根据本附录第3节下提前终止。双方同意在单位的过度期合理地配合至届满或终止本附录。就此，买家同意在本附录终止前不会对有关单位使用占有权而令卖家出租单位时有所冲突。

- (v) Miscellaneous. All notices must be delivered in the manner described in the Purchase Agreement using the information provided by each party in the Purchase Agreement. Purchaser may not assign its rights hereunder without the prior written consent of Vendor; any assignment made without Vendor's prior written consent shall be void ab initio. This Addendum is to be construed under the laws of the Federation, and the parties irrevocably agree that the courts of competent jurisdiction located in and around Basseterre, St. Kitts, shall have exclusive jurisdiction to settle any disputes arising from this Addendum. This Addendum may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same

instrument. This Addendum (including the exhibits attached hereto) constitutes the entire agreement between the Purchaser and Vendor with respect to the Vendor's leasing of the Unit for the Lease Period. Any amendments must be made in writing and signed by the parties to this Addendum. The failure or delay of any party to require timely performance of any provision herein will not constitute a waiver by that party of its rights, powers or remedies hereunder, unless that party expressly agrees to such waiver in writing. The parties hereto confirm that: (a) they each had the opportunity to review this Addendum with legal counsel of their choosing; and (b) they understand the terms of, and voluntarily and knowingly execute, this Addendum with the intent of being legally bound by the terms hereof. This Addendum shall be fairly interpreted in accordance with its terms and without any strict construction against either party.

其他事项。所有通知必须以购买协议中所描述的方式传达并使用双方在买卖协议中提供的信息。没有卖方事先书面同意，买方不得转让其有关权利；未得卖家事先书面同意的情况下做出任何转让，自始均属无效。本附录是根据联邦法律进行解释，而双方不可撤销地同意合法管辖权的法院位于圣基茨的巴斯特尔附近，以解决自本补充文件所产生的任何争议。本附录可能会分为几部份执行，每部份都应被视为原件，而所有部份一起应构成一个及相同的工具。本附录文件（包括所附的附表）构成买方与卖方在租赁期内卖方租赁本单位的全部协议。本附录的任何修改必须采用书面形式，并由双方签字。在本协议中任何限时性执行的条款，如任何一方未能或延迟，并不构成该方放弃他的权利、权力或补救办法，除非该方明确地以书面形式同意放弃。双方在此确认：(a)他们每方都有机会选择他们的法律顾问去审查此附件；及(b)他们了解有关的条款，并自愿有意地执行在本附录被有法律约束力的条款。此附录根据双方对条款没有任何狭义解释下公平地解释及执行。

- 签名页如下 -

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Addendum as of the Effective Date.

兹证明，本合同双方签字盖章后，本附录为生效日期。

VENDOR:

卖家:

Witness:

见证人:

Belmont Resorts Limited

贝尔蒙特度假村有限公司

By: _____

Signature of Witness

见证人签名

Name:

姓名

Printed Name of Witness

见证人打印名字

Title:

职称

Date: _____

日期:

Witness:

见证人:

By: _____

Signature of Witness

见证人签名

Name:

姓名:

Date: _____

日期:

Printed Name of Witness

见证人打印姓名

Exhibit A
附表 A
Purchaser Occupancy Rights
买家居住权利

1. Use Time. Each Use Year following Completion and Handover of the Unit, Purchaser, his or her spouse and children ("Immediate Family") and non-paying guests ("Guests") are entitled to the exclusive use of the Unit for fourteen (14) nights during Resort Season ("Use Time"). For purposes hereof, "Use Year" means the period beginning on July 1 and ending on the immediately following June 30 and "Resort Season" means the at least twenty (20) calendar weeks during each Use Year not designated by Vendor as "High Season." Prior to the beginning of each Use Year, BEMCO shall provide Purchaser with a "Use Calendar" for that year. The Use Calendar shall allocate each of the forty eight (48) weeks of that Use Year into one of two seasons, based on anticipated rental rates: High Season and Resort Season. Use Time may only be used in the Use Year in which it accrues. Consequently, unused Use Time expires at the conclusion of the Use Year in which it is issued and may not be carried over to any subsequent Use Year or used in advance of issuance for any reason whatsoever.

使用时间。 在单位完成及移交后每年的使用， 买方、 他或她的配偶和儿童（“直系亲属”）和非付费的客人（“来宾”）有权在度假季节（“使用时间”）独家使用该单位十四(14)个晚上。 在此处用途，“使用年”是指从七月一日起至紧跟着的六月三十日止，及“度假季节”是指每个使用年最少有二十(20)个星期卖家是不会标示为“旺季”的。 在每个使用年开始时，BEMCO 应提供给买家一份当年的“使用日历表”。 使用日历应根据预期租金在该使用年中各自有 48 天分配到两个季节之一：旺季及度假季。 使用时间只在使用年中累计使用。 因此，在使用年结束时未曾使用的使用时间并不能转结至任何以后的使用年或无论什么原因都不能提前在任个季节使用。

2. Reservations. Use Time must be reserved in increments of at least

seven (7) nights by the Purchaser or the Purchaser's spouse no less than ninety (90) days in advance of the requested check-in date. Reservations requested by Purchaser are not valid until confirmed by Vendor. Purchaser agrees and acknowledges that a reservation request may not be confirmed if: (a) Purchaser does not have sufficient Use Time to satisfy the reservation request; (b) Purchaser is in material breach of the terms of this Addendum; or (c) the Unit is subject to a confirmed reservation or included in a group reservation block during the period of the Purchaser's requested reservation. Confirmed reservations of Use Time may be cancelled at any time; however, the Use Time subject to the cancelled reservation shall be deemed forfeited unless Vendor receives written notice of the cancellation at least thirty (30) days in advance of the requested check-in date.

预订。使用时间必须由买方或其配偶提前七(7)个晚上预订，但不能预

订由要求入住日起计算超过九十(90)天的日期。买方的预定必须得到

卖家的确认方才生效，否则无效。买方同意及知道其预定要求不一定应得到确认，如：(a) 买方并没有足够的使用时间，以满足预订请求；(b) 买方重大违反了这附录中的条款；(c) 买方要求该单位的预定时已被其他预定确认了或已包括在一团体预定限制中。然而，取消已预定的使用时间被视为放弃除非卖方在预定入住时间前不少于三十(30)天的时间收到书面的取消通知。

3. Access to the Unit. Purchaser acknowledges and agrees that he or she, and his or her Immediate Family and Guests, will be required to comply with the rules generally applicable to the Development, including, but not limited to, check-in and check-out times and the establishment of credit. Neither Purchaser nor his or her Immediate Family or Guests will enter the Unit without first complying with the Development's security protocols. Any personal belongings stored in the Unit during the period of the reservation shall be removed prior to check-out, and in no event does Vendor assume any liability for any loss or damage to such property.

进入单位。 买方承认并同意, 他或她, 和他或她的直系亲属和客人, 将被要求遵守开发商的一般规则, 包括, 但不限于, 办理入住和退房时间, 并建立信用。 无论是买方或他或她的直系亲属或客人, 没有遵照与发展的安全协议前都不能进入该单位。 在该单位的任何私人物品必须在退房时移走, 在任何情况下, 卖方并不承担任何损失或损害该等物品的任何责任。

4. Incidentals. Purchaser acknowledges and agrees that he or she shall be responsible for all incidental charges, including, without limitation, charges for food and beverages, spa charges, telephone charges, and pay-per-view services, incurred by or in the name of Purchaser, his or her Immediate Family or Guests that remain unpaid at check-out.

杂费。买方承认并同意他或她应负责所有附带的费用, 包括但不限于、食品和饮料费、温泉费、电话费和按次付费服务, 引起或以其名义购买、他或她的直系亲属或退房时仍未缴付的客人。