

RENTAL MANAGEMENT AGREEMENT
租赁管理协议

THIS RENTAL MANAGEMENT AGREEMENT (“Agreement”) between BELMONT MANAGEMENT COMPANY LTD. (“BEMCO”) and the undersigned Owner (whether one or more person or entities, “Owner”) is entered into as of the date of execution hereof by BEMCO. Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed in the Annex and the Exhibits hereto.

本租赁管理协议(“协议”)由贝尔蒙特管理有限公司 (“BEMCO”) 和以下签字的业主(不论是一个或更多的人或实体, “业主”)之间订立并由 BEMCO 按此日期执行。除非本协议另有规定外, 本协议中使用的术语的含义在本合同的附表附件内。

Details of Property 物业详情: Lot Number 地段编号: Unit Type
单位户型:

Unit Area 单位面积: [] SQ. M. 平方米

RECITALS
详述

1. Pursuant to the terms hereof, Owner agrees to make its Unit available through BEMCO to paying third party guests selected by BEMCO (“Renters”) when it is not otherwise reserved for occupancy by Owner; and
根据本协议的条款, 当该单位不保留给业主入住时, 业主同意可由 BEMCO 选择, 将其空出单位通过 BEMCO 租给第三方客人(“租客”)。
2. Once the Unit is ready for occupancy pursuant to the Kittitian Hill Standard as determined by BEMCO pursuant to the terms set forth herein (“Start Date”), BEMCO agrees to serve as the exclusive rental manager of the Unit with sole authority to manage and market the rental of the Unit pursuant to the Kittitian Hill Standard. 一旦 BEMCO 确定单位根据 Kittitian Hill 标准准备好其条款中规定的 (“开始日期”), BEMCO 同意担任该单位的独家租赁经理, 根据 Kittitian 山标准, 全权管理单位及其租赁市场。

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

现在, 因此, 并考虑到相互的承诺和契约规定, 双方同意如下:

1. Exclusive Management of Unit; BEMCO Responsibilities.

单位的独家管理; BEMCO 的责任。

(a) Commencing as of the Start Date, Owner agrees that it will occupy the Unit only during those periods for which Owner has properly reserved the Unit pursuant to Exhibit A. During all other periods, Owner agrees to make the Unit available for rental by and through BEMCO on an exclusive basis, and BEMCO agrees to offer the Unit for rental by Renters on a daily basis, weekly basis or such other period as determined by BEMCO in accordance with the Kittitian Hill Standard pursuant to the terms and conditions of this Agreement. BEMCO shall market, advertise and rent the Unit in a prudent and professional manner pursuant to the terms and conditions of this Agreement and in accordance with past practices, policies and programs and any new practices, policies and programs which BEMCO may establish from time to time (“Rental Management Program”). 从起始日期开始, 业主同意只会在根据附表 A 业主适当地预定了才可入住该单位。 业主同意, 在所有其他期间使单位通过 BEMCO 以独家形式可供予出租, 及 BEMCO 同意单位提供以每天或每周为基础出租给租客, 或根据本协议条款和条件, 由 BEMCO 决定按照 Kittitian 山标准的其他期间。 BEMCO 应当营销, 宣传及根据本协议的条款和条件, 以审慎和专业的态度及按照以往惯例、政策和方案加上 BEMCO 不时可设立新方式、政策及方案以出租该单位 (“租赁管理程序”)。

(b) In consideration for the services described herein, BEMCO shall be paid, and have the right to retain, the Rental Management Distribution (as defined in Exhibit B). In addition, BEMCO shall be reimbursed for the expenses associated with the operation of the Rental Management Program pursuant to Exhibit B.

考虑到本文所描述的服务， BEMCO 应当支付，并保留对该租赁管理分配的权利（如附表 B 中定义）。此外，BEMCO 应根据附表 B 报销与操作租赁管理项目相关的费用。

(c) Subject to the foregoing and except as specifically required in any other paragraph herein, BEMCO shall have the right to exercise its authority hereunder in its sole, absolute and unfettered discretion. In furtherance thereof, to the extent that any action or omission by Owner or another party requires the consent or approval of BEMCO hereunder, BEMCO may withhold, grant, condition or delay such consent or approval in its sole, absolute and unfettered discretion.

除上述并在任何其他段落特别要求外，BEMCO 应有权行使本协议下的独有的、绝对的和不受限制地自由的判断权力。此外，在某种程度上，任何业主或其他方我行动或遗漏，在此均要求得到 BEMCO 的同意或批准，BEMCO 对此的同意或批准，可在其独有的、绝对的和不受限制的自主判断权力下保留，授予或延迟。

2. Rental Pool. The Rental Management Program will be operated as a rental pool in which all Rental Revenue will be aggregated and commingled into the Gross Rental Revenue and distributed in accordance with Exhibit B. Owner hereby authorizes BEMCO to pay:

租赁池。租赁管理计划将以租金池形式操作，将所有租金汇集并混合到一个租金总额并按照附表 B 分配。

业主特此授权 BEMCO 支付：

(a) as incurred in connection with the rental of the Unit, any excise, sales or other taxes payable to a Governmental Authority, credit card fees and commissions, expenses or fees payable to tour operators, travel agents and meeting planners; and

为单位的租赁承担所有的消费税、销售或其他支付给政府机构的税项、信用卡的费用和佣金、开支或费用支付给旅行社、旅游代理和会议策划；及

(b) any Ownership Charges prior to payment of Owner' s Income. "Rental Revenue," "Gross Rental Revenue," "Ownership Charges" and "Owner' s Income" are defined in Exhibit B.

任何支付业主收入前的业权费用。“租赁收入”、“毛租金收入”、“业权费用”和“业主收入”都定义在附表 B 内。

3. Establishment of Rental Rates; Rotation. Notwithstanding anything herein to the contrary, BEMCO will have the sole right, from time to time, to establish rental rates for the Unit and other charges payable by Renters. Pursuant to the foregoing, Owner acknowledges that BEMCO may from time to time:

订立租赁费率；循环。 尽管本文另有相反规定， BEMCO 将有独家权利，不时就单位建立承租人应付的租赁费率及他费用。 根据上述规定，业主承认， BEMCO 可能不时：

- (a) offer reduced rental rates for the purposes of obtaining group business and long term occupancy and of creating attractive packages and “special promotions” to generate occupancy or interest among meeting planners, travel agents and other similar persons representing potential rental business; and
提供降低租金优惠价格，目的是为获得集团业务及长期租客，创建有吸引力的套餐和“特殊促销活动”来生成入住率或会议规划者、旅行社和其他类似的潜在租赁业务代表人的兴趣；和
- (b) effectuate transfers or refunds as a result of the dissatisfaction of Renters. BEMCO will establish a system which attempts to equitably allocate rental requests among the Unit and other Residential Units participating in the Rental Management Program (each a “Resort Rental Unit”) after considering any specific requests of prospective Renters or other factors deemed relevant by BEMCO. However, there is no guarantee that the Unit will not be rented more or less frequently than any other Resort Rental Unit.

实行承租者不满意时可转换或退租。 BEMCO 将建立一个系统，在 BEMCO 在考虑认为有关潜在的承租人或任何其他因素的具体要求后，试图公平地分配参与租赁管理计划中的单元和其他住宅单位租金的请求（每一个“度假出租单位”），然而，将没有保证比任何其他的度假租赁单位租用得更多或更少单位出租率。

4. Marketing of Unit. BEMCO will use reasonable and customary efforts to secure suitable Renters for the Unit. BEMCO will provide such sales, marketing, and advertising services for the rental of the Unit and the other Resort Rental Units as it deems appropriate from time to time, which services may include the distribution of promotional materials, the administration of public relations, marketing, advertising and promotional programs, the solicitation of referrals from tour operators, travel agents and meeting planners and the affiliation of the Rental Management Program under an internet booking, travel agency, affinity or similar agreement. BEMCO may also market, advertise and sell occupancy of the Unit with supplemental benefits, such as dining, transportation, and/or access to certain amenities (both within and outside the Development). The costs necessary to fund and administer such marketing and promotional efforts, as well as any collection activities, shall be deemed "Marketing Expenses" payable from the Marketing Reserve (as defined in Exhibit B). In addition, Owner authorizes BEMCO to use or make the Unit available for use on a complimentary basis for up to ten (10) nights per calendar year.

单位的营销。BEMCO 将使用合理的和通常的努力为单位提供合适的房客。

在 BEMCO 认为合适的时候，会提供予出租单位及其他度假出租单位如销售、营销及广告等服务，这些服务包括分发宣传数据、处理公共关系、营销、广告和促销活动，转介从导游、旅行代理人、会议策划人及租赁管理计划的联盟的网上预订、旅行社、类同及相似的协议。BEMCO 也可能营销、广告及销售居住单位附带利益，如餐饮、交通、及/或有权使用某些设施（内部和外部的开发）。

5. Unit Uniformity and Insurance.

单位一致性和保险。

(a) Uniformity. Following the Start Date, the Unit will be maintained in accordance with the terms set forth in Exhibit C to this Agreement. Unless the Unit is furnished and decorated in accordance with the Rental Management Program on a continuous basis, the Unit will not be made available to Renters and Owner's participation in the rental pool shall be suspended.

一致性。开始日期后，该单位将会维持按照本协议附表 C 所述的规定条款。除非该单位的陈设和布置符合在租赁管理计划的延续基础上，否则该单位不会提供给承租者及业主所参与的租赁池将被停止

。

- (b) Insurance. BEMCO, at Owner' s expense, shall acquire and maintain in effect with respect to the Unit:

保险。 在业主的支出上， BEMCO 应取得并保持相关单位的有效性。

- (i) bodily injury and property damage liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence;

人身伤害及财产损失责任保险合并单次限额不少于每次一百美元；

- (ii) coverage insuring the contents of the Unit against fire and other casualties; and

投保覆盖单位内容防火及其他人员伤亡； 和

- (iii) Any other coverage deemed advisable by BEMCO with respect to the rental of the Unit, which may include, but is not limited to, business interruption coverage. BEMCO and its affiliates may be named as additional insured' s on such insurance policies.

Notwithstanding the foregoing, BEMCO shall not in any way assume any responsibility to provide any other insurance required under the Property Documents. BEMCO shall not be liable for any claims relating to the insufficiency or inadequacy of any insurance procured or maintained pursuant to this Section under any circumstances unless a court of competent jurisdiction makes a final determination that the insurance coverage in question was not consistent with that generally maintained by rental mangers operating in the Eastern Caribbean. Owner may acquire any supplementary insurance its deems appropriate; provided, however, that any such policy of insurance must provide that such insurer waives its right to subrogation as to any claim against BEMCO, its affiliates and any other owner participating in the

Rental Management Program.

BEMCO 認為關於于租賃单位适当的任何其他保險覆盖，其中可能包括，但不限于，营业中断保险。 BEMCO 和它的附属机构在此等保單中可能被命名为附加受保人。

- (c) Expenses. BEMCO may directly bill Owner or deduct from Owner' s Income (as defined in Exhibit B), the costs of insurance described in Subsection (b) above plus the Annual Charge (as defined in Exhibit C) (collectively, "Operating Expenses"). Owner agrees to accept all increases in and modifications to the Operating Expenses so long as any such increase does not exceed the percentage increase in BEMCO' s actual costs and expenses of providing the applicable service(s).

开支。 BEMCO 可将细分段 (b) 描述的保险款项成本加上年费 (如表 C 中定义) (统称为 "营业费用") 直接给业主账单或业主的收入 (如附件 B 中定义) 中扣除。 业主同意接受所有增加和修改的经营费用, 只要任何这种增加不超过 BEMCO 的实际费用和提供适用相关服务的费用所增加的百分比。

6. Taxes and Assessments. Owner agrees to timely pay all property taxes levied with respect to the Unit, all assessments and maintenance fees payable pursuant to the Property Documents, and all other fees, charges and assessments levied on, with respect to or in connection with Ownership of the Unit or its participation in the Rental Management Program, including, but not limited to, any annual dues owing to the Club (collectively, "Taxes and Assessments"). Owner will provide BEMCO proof of payment of the same upon request. BEMCO may (but will not be required to) pay any Taxes and Assessments to the appropriate party and bill Owner therefor, or deduct the cost of any Taxes and Assessments from Owner' s Income. Notwithstanding anything to the contrary in this Agreement, Owner shall have no obligations to pay any Taxes and Assessments or other amounts to BEMCO under this Agreement during the term of the Guaranteed Return Option Period as set forth in the Guaranteed Return Option Addendum to the Agreement of Sale and BEMCO and any third party may look only to BRL (or to BEMCO) under the terms of such Addendum as to the payment of any such amounts, 赋税和估价。 业主同意及时支付与有关单位的财产税征收, 按照物业

文件所有的估价和维修费用，及所有关于及相关租赁管理计划参与的单位业主所估价征收的其他费用、收费，包括但不限于任何俱乐部已到期的年费。（统称“税收和评估”）业主将根据相同的要求提供给 BEMCO 支付证明。BEMCO 可以(但不是必须)支付任何税款和估价给适当方面并向业主开出账单，或在业主收入中扣除赋税和评估成本。即使在本协议中有任何相反意思，业主在此协议之前销售协议的保证回报附录中所述的保证回报期选项条款下并没有义务去支付任何赋税和评估或其他金额给 BEMCO，及 BEMCO 和任何第三方在附录的条款下可只对着 BRL(或 BEMCO) 支付任何这样的金额。

7. Indemnification and Defense of Claims. Owner will indemnify and hold harmless BEMCO, its affiliates and their respective directors, officers, counsel and other agents (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all liabilities, claims, demands, damages, costs, and expenses (including without limitation attorneys’ fees) (collectively, the “Damages”) incurred by each of them arising out of any incident, occurrence, action, omission, fact or circumstance relating to the Unit (including the rental and operation thereof), which occurs or exists at any time during the term of this Agreement, including without limitation any negligence or misconduct by Owner, except for those Damages finally determined by a court of competent jurisdiction to be directly caused by the gross negligence or wilful misconduct of an Indemnified Party. Owner’s indemnification and defense obligations hereunder will survive the termination of this Agreement and will be binding upon the successors, heirs and permitted assigns of Owner. Any Damages may be deducted or offset from the amounts owing to Owner hereunder. For purposes hereof, “gross negligence” means acts or omissions showing so marked a departure from the standard of care usually expected as to demonstrate reckless or willful disregard for the consequences, as construed pursuant to the laws of St. Kitts.

免于受罚及防御索赔。 业主将保护及使 BEMCO、其联属公司及彼等各自的董事、管理人员、律师和其他代理人（每一个“受保护方”，并统

称“所有受保护方”) 对针对他们每个人在有关单位在协议期间发生或出现招致所产生的任何事故、事件、动作、遗漏、事实或情况的任何和所有责任、索赔、要求、损失、成本、费用(包括但不限于律师费)(总的来说,“损害”)中免于损害,包括但不限于任何业主的疏忽或不当行为,除了那些损害最终由合法的管辖权法院确定有是由受保护方的严重过失或故意不当行为直接造成的。 业主的保护和辩护责任将在本协议终止后和接班人,继承者和业主允许的代理人仍具有约束力。任何损失可以从所欠业主之款项中扣除或抵消。本协议而言,根据圣基茨法律解释“严重过失”是指作为或不作为显示明显偏离了在意的标准,通常认为显示出鲁莽或故意无视后果。

8. Term and Termination of Agreement.

期限和终止协议。

- (a) Term. This Agreement will continue in full force and effect for a period of three (3) years, and then automatically renew for subsequent three-year terms until terminated pursuant to Subsection (b) or (c) below.

期限。 这项协议将完全连续生效期为三(3)年,然后自动后续更新期三年,直到根据以下(b)或(c)分段为止。

- (b) Termination by Owner. BEMCO shall be in breach hereof if BEMCO is notified in writing by Owner that it is in violation of any of the material terms of this Agreement and BEMCO fails to substantially correct such violation within sixty (60) days after the date of receipt of such notice from Owner (provided that, in the event such violation is amenable to cure but is of a nature that it cannot, with commercially reasonable efforts, be cured within the periods provided, such violation shall not constitute an event of default unless BEMCO fails to proceed promptly and in good faith to cure the same within such period). If the violation is not cured by BEMCO pursuant to the foregoing sentence and is material in amount or has a materially adverse effect on the operation of the Rental Management Program, Owner may then, at its option, give BEMCO written notice of termination. Such notice of termination will be effective sixty (60) days after the date of receipt thereof by BEMCO. Other than with respect to any breach of this Agreement finally determined by a court of competent jurisdiction to be due to the willful misconduct

of BEMCO, BEMCO' s total liability for any breach hereunder shall not exceed the Rental Management Distribution paid to BEMCO in the six (6) months immediately preceding the effective date of the written notice of termination from Owner. Notwithstanding anything to the contrary herein, nothing in this Agreement shall act to relieve BEMCO of its obligations under the Guaranteed Return Option Addendum.

业主终止。 如业主书面通知 BEMCO 违反在本协议上任何条款, 在 BEMCO 接到业主通知起算 60 天内不实质上改正其违规事项, BEMCO 于此被视为违约(前提是, 此违规事项是有义务改正但在商业尽了努力的性质上不能在给予的期限内改正, 此情况不能构成违反协议除非 BEMCO 未能迅速及诚意地持续在此期间内改正该事项。) 如按照前述事项 BEMCO 的违规未能改正及对在物质数量或对租赁管理计划的运作构成重大不利影响, 业主可以再根据自己的选择, 给 BEMCO 书面终止通知。 此类终止通知会在 BEMCO 收到后六十(60)日之后生效。 任何有关本协议以外, 其他因 BEMCO 的故意违反事项最后由有管辖权的法院裁定, 在本协议下, BEMCO 的违约责任应不超过业主发出终止通知书日起算, 紧接着六个月应付给 BEMCO 的租赁管理分配。 尽管本文有相反规定, 在此协议中没有任何是解除 BEMCO 在保证回报选项附录中所有义务的行为。

(c) Termination Right of BEMCO. Owner shall be in breach hereof if Owner is notified in writing by BEMCO that it is in violation of any of the material terms of this Agreement and Owner fails to substantially correct such violation:

BEMCO 的终止权利。

- (i) with respect to a monetary provision, within thirty (30) days after receipt of such notice; or
有关财政规定, 在收到此类通知后三十(30)日内; 或
- (ii) with respect to a non-monetary provision, within sixty (60) days after receipt of such notice. If the violation is not cured by Owner to the satisfaction of BEMCO within the applicable cure period, BEMCO may then,

at its option, give Owner written notice of termination to be effective ten (10) days from the date of receipt thereof by Owner. Notwithstanding anything herein to the contrary, during all or part of the applicable cure period preceding BEMCO's right to terminate hereunder, BEMCO may immediately suspend Owner's participation in the Rental Management Program. During any such suspension, BEMCO will not place Renters in the Unit and Owner shall forfeit its share of Allocated Pool Income.

有关非财政规定，在收到此类通知后六十(60)天内。如果业主的违规不在适当时间内改正至 BEMCO 满意，BEMCO 有权选择给业主终止通知书，由业主收到日起计十(10)天内生效。尽管本文另有相反规定，BEMCO 有权在所有或部份适当整改期之前此中止，BEMCO 可以立即中止用户参与服务管理计划。在此等暂停期间，BEMCO 不会将单位出租，业主会失去其分配池收益的份额。

- (d) Procedures on Termination. After delivery of a notice of termination and up to the date of termination, Owner shall continue to abide by the terms of this Agreement and BEMCO shall not make any reservations beyond the date of termination without first obtaining Owner's consent. Prior to the effectiveness of any termination whatsoever:

终止的程序。在送达终止通知书后直至终止日期时，业主应继续遵守协议条款及 BEMCO 在首要未得到业主同意下终止日期后不能预定。

- (i) Owner will pay to BEMCO the Rental Management Distribution (as defined in Exhibit B) that it would have otherwise earned from Renters with valid reservations, calculated pursuant to the rates quoted or, if none, the rates charged for such occupancy in the current year, and using the current year average of Shared Rental Program Expenses (as defined in

Exhibit B); and

业主会就租赁人有效的预定中根据所报房价计算得所赚的支付给BEMCO的租赁管理分配(在附表B内的定义), 如果没有, 当年对该占用的费率, 会用当年共同租赁计划开支平均数计算(在附表B内的定义); 及

- (ii) each party shall reasonably cooperate with the other in the transition of the operation of the Unit. Owner agrees and acknowledges that, following termination of this Agreement:

每一方应在单位的操作过度期合理地相互合作。 业主同意并确认, 下列终止此协议:

- i. Owner shall have no right or claim to any portion of the funds held in the Refurbishment Reserve (as defined in Exhibit C) or the Marketing Reserve; and

业主在准备翻新或准备营销时没有权利或要求任何部分的基金约束(在附表C内定义); 和

- ii. Owner may not, under the Property Documents, have the ability or the authority to make the Unit available to Renters.

在物业文件下, 业主没有能力或权力致使单位提供给租房者。

- (e) Costs of Enforcement. Other than as required or permitted hereunder, the parties hereby unconditionally and irrevocably waive and release any right, power, or privilege either may have to claim or receive from the other party any punitive, exemplary, statutory or treble damages or any incidental, indirect, special or consequential damages with respect to any breach resulting in termination, whether or not foreseeable, including, but not limited to, loss of revenue, loss of profits or loss of business. The foregoing notwithstanding, should any party find it necessary to employ an attorney or institute legal action against any other party to enforce any provision of this Agreement, the losing party shall pay all costs in connection with such action, including court costs and reasonable attorneys' fees and other professionals' fees for pretrial, trial and appellate

proceedings. All such costs shall be an individual and personal obligation of such losing party.

执法成本。除在本协议下要求或特别允许外，就违反协议导致终止，不论是否可以预见，包括但不限于收入损失、利润损失或业务损失，双方据此无条件地，不可撤销地豁免及解除任何权利、权力或特权要么可能享有的要求，或会从对方收到任何惩罚性、惩戒性、法定或三倍的损害赔偿或任何偶然的、间接的、特殊的或后果性的损害。尽管有上述规定，就任何一方认为有必要聘请律师或采取法律行动，针对任何其他一方强制执行本协议的任何规定，败诉一方应支付所有这种行动的费用，包括法院费用和预审、审判和上诉的法律程序的合理的律师费和其他专业人员的费用。所有此类费用应为败诉一方的个别和个人的义务。

9. Successors and Assigns. All the terms and conditions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns. Owner may not assign or subcontract its rights or obligations under this Agreement without the express prior written consent of BEMCO, and any such attempted assignment or delegation without such consent will be null and void ab initio. In the event that an Owner transfers, hypothecates or in any way whatsoever disposes of all or part of his or her portion of the Unit, the same shall be deemed an assignment hereunder unless such transfer is approved in advance by BEMCO.

继承人和受让人。本协议的所有条款和条件将双方具有约束力，适用的利益，由双方执行及彼等各自的管理员、遗嘱执行人、法定代理人、继承人、继任人及特许受让人。在本协议下业主如未有得到 BEMCO 的书面同意书前不得私自转让或分包其权利及义务，而任何此类未经同意的试图转让或委托，将是自始无效的。如果业主在未提前得到 BEMCO 同意而将其单位全部或部份以任何形式处理了转移、抵押，将被视为等同转让。

10. Representations. Owner represents and warrants that neither BEMCO, nor any of BEMCO's members or affiliates, (or their members, shareholders, employees, agents or representatives), nor any other person, has made any guarantees as to the potential long-term rental income, if any, Owner may expect to receive in the future through participation in the Rental Management Program. Owner

acknowledges and agrees that BEMCO has no responsibility whatsoever with respect to such guaranteed short-term return.

代表。业主代表并保证没有 BEMCO、BEMCO 的成员或联属公司(或其成员, 股东, 雇员, 代理或代表), 或任何其他人, 有作出过任何担保的潜在长期租金收入, 如有, 业主可期望将来可透过参与租赁管理计划收到。

业主确认并同意 BEMCO 已不负保证任何关于这种短期返回的责任。

11. Miscellaneous. 其他事项

(a) Notices. All notices, demands or other writings contemplated by this Agreement will be in writing and deemed given:

通知。所有此协议所涉及的通知、要求或其他文字将以书面形式及认为:

(i) to BEMCO, if such notice is delivered by post, by hand or a generally recognized overnight courier service or by facsimile; and

于 BEMCO, 如果此通知是以邮寄、人手或一般公认的隔夜快递服务或通过传真的方式送达; 及

(ii) To Owner, if such notice is delivered by post, by hand, by a generally recognized overnight courier, by facsimile or by electronic mail. Any notice, if served by:

于业主, 如果此通知是以邮寄、人手或一般公认的隔夜快递服务或通过传真的方式送达; 任何通知, 如果送达方式:

i. post, shall be deemed to have been served five (5) days after the time when the letter containing the same is posted;

邮寄, 当信件含有相同的信贴寄出五(5)天后应被视为送达;

ii. hand or recognized courier service, shall be deemed to have been served upon receipt by the addressee;

人手或被认同的快递服务, 当收到收件人收据时应被视为送达;

iii. facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of

the facsimile in full to the facsimile number of the recipient; or

传真，由传送的传真机印出有完整传真号码的接收报告应被视为送达；或

- iv. Electronic mail, shall be deemed to have been served immediately upon the time of the transmission by electronic mail. Owner should not rely on verbal or telephonic instructions or notifications to BEMCO regarding any matter whatsoever unless confirmed in writing by BEMCO.

电子邮件，当电子邮件传送出去应被视为实时送达。

业主不应回复口头或电话指示或无论任何有关

BEMCO 的通知除非由 BEMCO 书面确认。

- (b) Independent Contractor. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement, or as requiring BEMCO to bear any portion of losses arising out of or connected with Ownership or operation of the Unit. Neither party shall have the power to bind or to obligate the other except as is expressly set forth in this Agreement; however, in furtherance of the intentions of the parties hereto, BEMCO is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

独立订约人。 在本协议中不得解释为建立一种伙伴关系、合资企业或本协议各方之间的任何其他关系，或当是要求 BEMCO 承担部份由业主或运作单位而引起的损失。 除本协议明确规定外任何一方都没有权利约束或强制对方； 然而，为促进双方应的意愿，BEMCO 被授权如有必要执行这协定的精神和目的将会使用这些额外的权威和权力。

- (c) Entire Agreement; Amendment; Waiver. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties hereto, and neither party has been induced by the other by representations, promises or understandings not expressed herein. Except as permitted

herein, no modification to any provision hereof shall be valid unless the same is made in writing and signed by the parties to this Agreement. The failure or delay of any party at any time to require performance by the other party of any provision of this Agreement, even if known, will not affect the right of such party to require performance of that provision or to exercise any rights, powers or remedies hereunder, and any waiver by any party of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision or any other provision of this Agreement or as a waiver of any rights, powers or remedies hereunder, unless the waiving party expressly agrees to such waiver in writing.

完整协议；修改；放弃。此协议及在这里附带的附表组成双方之间的完整协议，并没有任何一方被对方以不在此处的陈述、承诺或不理解所诱导。除允许外，除非跟本协议一样采用书面形式并由双方签署，否则没有任何条款的修改会生效。任何一方任何时间被对方要求履行此协议条款而失败或延迟，即使已知，不会影响此方权利要求在此履行该条款或行使任何权利、权力或补救措施，及任何一方有任何违反此协议而有任何放弃将不解释为任何持续或以后违反此协议该条款或其他条款的放弃，或放弃此处任何权利、权力或补救措施，除非放弃一方明确同意书面写下此等放弃。

- (d) Excused Non-Performance. Notwithstanding anything elsewhere in this Agreement, BEMCO shall be excused from the performance of any obligation hereunder, and shall not be deemed in default, to the extent that, and for such period of time as, such performance is prevented by an Event of Force Majeure or a breach of this Agreement by Owner. An “Event of Force Majeure” shall mean any one or more of the following events or circumstances that, alone or in combination, directly or indirectly affects the operation of the Development in whole or in part:

因故不履行。即使在本协议任何其他地方，在以下项目下，BEMCO应免除履行任何义务，而不应视为违约，从某种程度上说，对于这

样的期间，业主对此协议的履行是由不可抗力事情而阻碍或违反的。“不可抗力事情”意思应有一项或多项以下的事件或情况，单独或组合，直接或间接地影响着整个或部分发展的经营：

- (i) fire, earthquake, storm, hurricane, tornado, flood or other act of God;
火灾，地震，风暴，飓风，龙卷风，洪水或其他天灾；
- (ii) accident, casualty or condemnation;
事故，伤亡或征用；
- (iii) strikes, slowdowns, lock-outs or other labor disruptions;
罢工，怠工，停工或其他劳动事故；
- (iv) epidemics, quarantine or any other public health restrictions or public health advisories;
疫情，检疫隔离或任何其他公共卫生限制或公共健康公告；
- (v) disruption to local, national or international transport services;
地方，国家或国际运输服务中断
- (vi) inability to procure materials due to shortages, embargos, transportation issues, cost increases, lack of materials or acts of suppliers;
无能力获得材料由于短缺、禁运、运输问题、成本增加、缺乏原料或供货商行为；
- (vii) any action or omission of any courier or utility, failure of power, mechanical or other malfunction, or electronic or communications interruption;
任何快递或公共设施的行为或疏忽、电力、机械或其他故障、或电子或通讯中断；
- (viii) restrictive governmental laws or regulations, riots, insurrection, war, rebellion, acts of terrorism, or other civil unrest;
政府的法律或规例限制，骚乱，暴动，战争，叛乱，恐怖活动或其他社会动荡；
- (ix) world economic slowdowns;
世界经济放缓；
- (x) act of any other owner of a Resort Rental Unit; or
其他度假村租赁单位业主的行动；或
- (xi) Any other reason beyond BEMCO's reasonable control.
Upon the occurrence of an Event of Force Majeure, BEMCO

shall be excused, discharged and released of performance to the extent such performance or obligation is so limited, delayed or prevented by such occurrence, without liability of any kind. Nothing in this paragraph shall excuse Owner from performance of any obligation to pay or advance funds as provided in this Agreement.

任何超出 BEMCO 合理控制的其他理由。当不可抗力事情发生时，BEMCO 应免除，解除和释放其执行至其履行或义务，没有任何形式的责任地限制、延迟或阻止此类事情。在此没有任何段落可免除业主履行在此协议内的任何义务缴付或预付资金。

- (e) Currency. Any sums payable by one party to another party hereunder shall be paid in U.S. dollars.

货币。在此处任何一方支付给另一方的款项均应以美元支付。

- (f) Captions. The captions in this Agreement are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision of this Agreement. Wherever the context so permits, the singular will include the plural, the plural will include the singular and the use of any gender will be deemed to include all or no genders. The term “include” and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

标题。本协议所加入的标题只为方便及易于参考而不是定义或限制本协议的特定文件或任何条款的范围。只要上下文允许，单数包括复数，复数包括单数和使用任何性别将被视为包括全部或无性别。词语“包括”及其他类似词(例如：包含、包括中、已包括、组成、在组成，又如，例如及举例)，使用时作为词的一部分包括一个或多个特定词，是使用作为例子，而不是限制。

- (g) Governing Law; Severability. Except as otherwise specifically set forth herein, this Agreement shall be

governed by and construed in accordance with the laws of the Federation of St. Christopher & Nevis. The parties hereto irrevocably agree that the courts of competent jurisdiction located in and around Basseterre, St. Kitts are to have jurisdiction to settle any dispute which may arise out of or in connection with this Agreement. The parties hereto irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision shall be ineffective only to the extent of such illegality, invalidity, or unenforceability, but the legality, validity and enforceability of the remainder of the provision or this Agreement shall not be affected.

适用法律；可分割性。除非此处另有专门地提出，本协议应根据由圣克里斯托弗 & 尼维斯联邦政府的法律规定管辖和解释。双方在此不可撤销地同意，本协议有可能引起的有关的任何争议，可在位于圣基茨巴斯特尔附近有司法管辖权的法院提起诉讼，以解决任何争端。双方在此不可撤销地接受该等法院的司法管辖权和放弃任何反对在该等法院的场地上进行诉讼审判或在此地方诉讼带来开庭的不便。如果本协议的任何条款在任何法令或法律规则下全部或部分被认定为非法、无效或不可执行的，此条款应只影响其范围的非法、无效或不能强制执行，但本协议其余部分条款的合法性、有效性和可执行性应不受影响。

- (h) Counterparts. This Agreement may be executed simultaneously in counterparts, each of which counterpart will be deemed an original. In proving this Agreement it will not be necessary to produce or account for more than one of the counterparts and fax copies will be deemed acceptable as provable counterparts.

副本。此协议与副本可同时执行，每份副本均被视作原件。要对证此协议并不须要出示或以对照超过一份副本作解释，及以传真件将可视为接受的可证明副本。

(i) Survival of Provisions. The expiration or termination of this Agreement will not affect those provisions of this Agreement (nor the rights and obligations set forth herein) that by their terms state, or evidence the intent of the parties that, the provisions survive the expiration or termination of this Agreement.

條文的存续。 到期或终止此协议将不会影响此协议的这些条文的条款规定（也没有在此陈述权利与义务的规定），或证明双方有意图为，此协议期满或终止的续存条文。

(j) Covered Persons. The parties hereto have executed this Agreement as a deed poll with the intent that persons to whom obligations are assumed hereunder or upon whom rights are expressed to be conferred but who are not parties hereto (the “Covered Persons”) should be able to enforce such rights against the relevant party hereto. Accordingly, each of the parties hereto hereby executes this Agreement and makes the undertakings, covenants and agreements in favor of the other party or parties hereto and all such Covered Persons. This Agreement shall take effect as a deed poll for the benefit of the parties hereto and the Covered Persons, which Covered Persons shall be entitled severally to enforce this Agreement against the parties hereto.

涵盖人。 双方对此以改名契约履行本协议须随着该人有意图承担以下义务或当此人已被表达授予权利但他们此方（“涵盖人”）是不可以对有关一方强制执行这种权利。 相应地，在此每一方据此执行本协议并做出使另一方或本协议各方和所有此类涵盖的人士同意的承诺、契约及约定。 此协议以改名契约生效应对在这各方和涵盖人得益，涵盖人应可分别地针对此处各方执行此协议。

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OWNER AND BEMCO HEREBY ENTER INTO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND THEREBY TO PERFORM THEIR RESPECTIVE OBLIGATIONS HEREUNDER. OWNER AND BEMCO EACH REPRESENTS THAT IT HAS FULL AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT. .

业主与 BEMCO 特签订本协议将受法律约束从而根据此协议履行自己的义务。 业主和 BEMCO 每个表明有全权和能力签订本协议。。

OWNER:

业主:

By: _____

Print Name: _____

正阶姓名

Date Executed: _____

执行日期:

In the presence of:

见证人:

Signature of Witness

见证人签署

Name: _____

姓名:

Address: _____

地址

Occupation: _____

职业:

BELMONT MANAGEMENT COMPANY LTD:

贝尔蒙特管理有限公司:

By: _____

Print Name: _____

Title: _____

Date Executed: _____

In the presence of:

Signature of Witness

Name: _____

Address: _____

Occupation: _____

Exhibit A
附表 A
Petite Terre
OCCUPANCY RIGHTS
居住权

1. Calendar. Each “Use Year” will begin on July 1 and end on the immediately following June 30 but will only comprise forty eight (48) weeks of a calendar year, to be designated in the sole discretion by BEMCO. Prior to the beginning of each Use Year, BEMCO shall provide Owner 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.
日历。每个“使用年”将于7月1日，结束于紧随其后的6月30日，但只包括48（48）周日历年，由BEMCO被指定在可全权酌情决定。在每个使用年开始之前，BEMCO应提供当年适用的“使用日历”给业主。使用日历将基于预期的租金率分配该使用年的48个星期的每个星期至两个季节的其中一个中：旺季及常季
2. Owner’s Occupancy Rights. Owner, his or her spouse and children (“Immediate Family”) and non-paying guests (“Guests”) may reserve use of the Unit participating in the Rental Management Program as follows (“Owner Occupancy Rights”), subject to each Owner’s use rights under the Parish Declaration:
业主居住权 业主，他或她的配偶及子女(“直系亲属”)及非寄宿客(“贵宾”)可在以下租赁管理计划中(“业主居住权利”)参与预约使用单位，是每个业主受地方行政区宣告管制下的使用权利：
 - (i) Guaranteed Reservations. Owner will be allocated forty-two (42) nights usage during the Resort Season (“Use Time”) at the beginning of each Use Year. Utilizing Owner’s Use Time, Owner has the priority right to guarantee occupancy of the Unit by him or her, his or her Immediate Family or Guests by requesting one or more “Guaranteed Reservations” on or before the applicable deadline (each a “Guaranteed Reservation Deadline”). The Guaranteed Reservation Deadline for

nights in the Resort Season is ninety (90) days in advance of the requested check-in date for such requested reservation. BEMCO will endeavor to rent the Unit to Renters during periods left unreserved by the Owner following the Guaranteed Reservation Deadline.

预订保证 业主在每个使用年的开始将在常季有四十二 (42) 天可使用 (“使用时间”)。 使用业主使用时间, 业主、他或她的直系亲属或贵宾在申请限期时或前有一次或多次单位预定保证的优先权 (每一个“保证预订期限”) 在常季保证预订期限订房是要求入住日九十(90)天前预订 BEMCO 会尽力将业主保证预定时间限期后余下未预订时间将单位出租

- (ii) Short-Notice Reservations. Without utilizing any Use Time, an Owner may make “Short Notice Reservations” on behalf of Owner or his or her Immediate Family and accompanied Guests for any night during a Use Year, whether during Resort or High Season, on an availability basis, so long Owner requests the reservation not more than twenty-one (21) days in advance of the requested check-in date for such requested reservation and BEMCO reasonably anticipates that less than eighty percent (80%) of the Resort Rental Units will be rented during the period of the Short Notice Reservation. With respect to Short Notice Reservations only, so long as such Owner consents, BEMCO reserves the right to place Owner in a Resort Rental Unit other than the Unit, so long as it is a Residential Unit with the same number of bedrooms as the Unit. For purposes hereof, Guaranteed Reservations and Short Notice Reservations confirmed by BEMCO shall be deemed “Reserved Owner Occupancy.” 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 was issued and may not be carried over to any subsequent Use Year or used in advance of issuance for any reason whatsoever. Unless BEMCO agrees otherwise, Use Time is exercisable only with respect to the Unit and is not applicable to any other Resort Rental Unit. Notwithstanding the above,

Owner may not occupy the Unit for more than forty-five (45) nights in any one calendar year pursuant to the Parish Declaration. BEMCO shall have no obligation to confirm any request for a Guaranteed Reservation if: 短期通知预订。在不使用时间, 业主可以业主本人、他或她直系亲属的名义并伴随贵宾在使用年间以短期通知预定任何晚上, 不论是常季或旺季, 对可用性的基础上, 此类预订要求只要业主在要求入住日前不超过二十一(21)天的预订要求及 BEMCO 合理地预期在短期通知预定期间少于百分之八十的度假出租单位将会被租出 只对于短期通知预订, 只要业主同意, BEMCO 保留权利将业主放置到该单位以外的其他单位, 只要它是与该单位有同一数量卧房的住宅单位 对于本文的主旨, 由 BEMCO 确认的保证预订及短期通知预订将被视为“保留业主自住。”使用时间可能只有在使用年度内累计使用。因此, 未使用的使用时间在使用年结束到期时发布并不得以任何理由结转到任何后续使用年限或提前发放。除非 BEMCO 同意, 否则, 使用时间, 只针对该单位行使, 并不适用于任何其他度假租赁单位。尽管有上述规定, 根据地方行政区宣告, 业主在任何一个日历年内不可以占用单位超过四十五(45)天 BEMCO 应没有义务去确认任何保证预订要求如果:

Owner does not have sufficient Use Time, or occupancy rights under the Parish Declaration, for the requested Guaranteed Reservation;

业主在地方行政区宣告下没有足够使用时间, 或居住权利去要求保险预订;

- (a) Owner does not have the right to access the Unit pursuant to the Property Documents; or 根据物业文件业主没有权利进入单位; 或
- (b) the request is made by someone other than Owner or Owner' s spouse. Unless BEMCO agrees otherwise, Guaranteed Reservations and Short Notice Reservations may not be made on behalf of persons not accompanied by Owner or Owner' s spouse. 业主或其配偶以外的其他人的要求 除非 BEMCO 同意, 否则, 不能为没有业主或业主配偶伴随的人作担保预订及短期通知预订。

3. Group Bookings. Owner acknowledges that BEMCO will solicit group bookings as part of the Rental Management Program and, in relation thereto, will reserve for some set period of time a block of Resort Rental Units for potential reservation by attendees of the group event and no other persons. Owner and BEMCO agree that making the Unit available for inclusion in a reserved block of rooms may increase the number of rental opportunities for the Resort Rental Units and, in turn, the Gross Rental Revenue. To that end, Owner agrees that BEMCO may include the Unit in a reserved block of rooms dedicated to a group booking if the Unit is not already reserved for the use of Owner, with the possible consequence that Owner may not thereafter exercise their Owner Occupancy Rights with respect to the Unit for the period of the group booking; provided, however, that BEMCO will provide Owner with at least five (5) days' advance notice of BEMCO's intent to include the Unit in the reserved block of rooms. If Owner requests a Guaranteed Reservation for a portion of the group booking period during such five (5) day notice period, the Unit will not be included in the reserved block of rooms dedicated to that group booking.

团体预订。 业主认可， BEMCO 将征求团体预订为租赁管理计划的一部分，而就此而言， 在特定时间将保留一整段度假屋给出席团体活动的潜在预订客户其中并没有其他人员 业主与 BEMCO 同意将单位纳入整区预留房中会增加其度假屋出租单位的出租机会及，相应地，租金收入总额 为此， 业主同意， 如果单位没有已预留给业主使用， BEMCO 可将单位纳入团体订房预留区， 而此可能导致业主从那时起不能在那段时间于该单位使用业主居住权利； 倘若， 不管如何， BEMCO 将会在五 (5) 天前提供给业主通知 BEMCO 意图将其单位纳入预订区 如果业主在团体预订通知那五 (5) 天期间要求部份时间保证预留， 该单位将不被包括在给团体预定的预留房间区内

4. Cancellations. Owner may cancel any Reserved Owner Occupancy at any time prior to occupancy; however, Owner will have been deemed to forfeit the Use Time dedicated to a portion of a Guaranteed Reservation that is cancelled after having been confirmed by BEMCO if that Guaranteed Reservation for nights during the Resort Season is not canceled at least thirty (30) days in advance of the requested check-in date. BEMCO may change the foregoing cancellation deadlines upon written notice to Owner.

取消 业主可在使用居住前任何时候取消业主居住预留； 然而， 由

BEMCO 已确认，如果保证预留在常季不在入住日前三十(30)天内要求取消的，业主会被视为放弃一部份保证预留使用时间 BEMCO 或会以书面通知业主更改前述的取消期限

5. Access to the Unit. Owner acknowledges and agrees that Owner and their Guests will be required to:

进入单位 业主承认及同意业主及其贵宾会被要求:

- (a) abide by the standard check-in and check-out times generally applicable to the Development for the period of Reserved Owner Occupancy;

遵守登记入住和退房时间一般适用于发展预留业主自住的期间;

- (b) establish credit as required by BEMCO from time to time; and
按 BEMCO 要求时常建立信任; 及

- (c) during Unit occupancy, access the Unit only with a key or other access card issued by BEMCO at check-in and valid only for the period of the Reserved Owner Occupancy. Owner, its Immediate Family or Guests will not enter the Unit at any time without prior notice to, approval of, and coordination with BEMCO. BEMCO's approval shall be granted to permit periodic inspections of the Unit during normal business hours so long as such inspection request is made more than twenty-four (24) hours in advance, such inspections do not unduly interfere with the operation of the Development or the rental of the Unit, and the Unit is not otherwise being used at the time of inspection. Owner agrees that, other than during periods of Reserved Owner Occupancy, no personal belongings or effects will be stored in the Unit, other than in an area designated by BEMCO for such storage, and in no event does BEMCO assume any liability for any loss or damage to such property.

居住单位时，只使用由 BEMCO 在登记入住时给予的钥匙或其他入门卡，并只在预留业主自住的期间有效 业主、及其直系亲属或贵宾在任何时间没有 BEMCO 的事前通知、批准上的协调，不得进入该单位 应授予批准 BEMCO 定期检查单位，只要该等检查在正常办公时间并要求在不少于二十四小时前通知，该检查不能过度妨碍该单位发展或租赁的运作，及检查时单位不在使用中 业主同意，除保证业主居住期间外，不可有私人物品或财物储存在单位内，除了是 BEMCO 特意设计用作储存的地方，及 BEMCO 在任何情况下不承担任何遗失或损毁该等财物的责任

6. Incidentals. Owner acknowledges that it shall be responsible for

all incidental charges incurred by or in the name of Owner or Owner's guests, including, without limitation, charges for food and beverages, spa charges, telephone charges, and pay-per-view services. Owner shall not be responsible for any incidental charges incurred by a Renter.

雜費 業主知悉其應負責所有在其名或在其名下貴賓所引致的雜項支出，包括，但不限于，食品和飲料，溫泉費，電話費的收費和付費服務。 業主不應負責租戶引致的任何雜費。

7. Priority. If BEMCO has previously made a confirmed reservation for use of the Unit by a Renter; the Unit has been included in a block for a group reservation; the Unit is out of order; or if BEMCO is precluded by applicable law or the Property Documents from allowing Owner occupancy of the Unit, BEMCO may deny a reservation or other use request and Owner shall have no right to use or access the Unit. BEMCO is under no obligation to inform Owner of any changes in availability based on cancellations, no-shows, change in dates, reduced blocks for group reservations, or any other similar circumstances.

優先權 如果 BEMCO 之前已確認將單位預留给承租人使用；單位已包括在團體預留區內；單位發生故障；或者如果 Bemco 以適用的法律或物業文件排除允許業主入住該單位，Bemco 可以拒絕業主要求預留或其他使用及業主將無權使用或進入該單位。 Bemco 沒有義務通知業主任何使用性更改是基于取消、不出席、改變日期、減少團體預留、或任何其他類似的情況。

Exhibit B
附表 B
DISTRIBUTION OF RENTAL REVENUES
租赁收益分配

1. Calculation. The Rental Management Program will be operated as a rental pool in which all Rental Revenue derived from the Resort Rental Units participating in the Rental Management Program will be aggregated and commingled into the Gross Rental Revenue and, following the payment of expenses, distributed among Owners of the Resort Rental Units in accordance with the following calculation:
计算方法 租赁管理计划会以租赁池形式运作, 在那里所有来自度假屋租赁单位的全部租赁收益放入租赁管理计划将会累计并混合入租赁总额收益内及, 根据分配下列所有业主间度假单位的支出付款计算:

- (i) Gross Rental Revenue
 - Less Third Party Charges, equals (b)
总租金收益
减去第三方费用, 等于 (b)
- (ii) Net Rental Revenue
 - Less Shared Rental Program Expenses, equals (c)
租金净收入
减去共享租赁计划开支, 等于 (c)
- (iii) Adjusted Net Rental Income
 - Less Rental Management Distribution, equals (d)
调整了的租赁净收入
减去租赁管理分配, 等于 (d)
- (iv) Distributable Pool Income
 - Multiplied by the Owner' s Rental Unit Area, equals (e)
可分配池收入
乘以业主们的租赁单位面积, 等于 e
- (v) Allocated Pool Income
 - Less the applicable Ownership Charges, equals (f)
分配池收入
减去业权适用费用, 等于 (f)
- (vi) Owner' s Income
 - 业主的收入

The defined terms used above are set forth below in the order in which

they appear in the calculation:

上面所使用的定义条款以顺序出现在计算上的载列如下

- (i) “Gross Rental Revenue” means the aggregate Rental Revenue of all of the Resort Rental Units for the applicable Semi-Annual Period. For purposes of the foregoing, “Semi-Annual Period” means either of the following time periods, as applicable: January 1 - June 30 and July 1 - December 31, and “Rental Revenue” means the actual collections by BEMCO attributable solely from the rental of Resort Rental Units during the applicable Semi-Annual Period, less any excise, sales or other taxes payable to a Governmental Authority incurred in connection with the rental of the Resort Rental Units. Rental Revenue shall not include:

“总租金收益”是指所有的度假租赁单位可应用半年度期间的总租金收入。就上述事项，“半年度期间”指下列时间，可应用的：一月一日至六月三十日和七月一日至十二月三十一日，及“租赁收益”意思是 BEMCO 在可应用的半年度期间单从度假租赁单位可实际收到的租金，减去给政府部门对有关租赁度假单位引致的消费税，销售税或其他税项
租赁收益应不包括：

- (a) mandatory gratuities, to the extent the same are held for distribution to hospitality personnel;
强制性小费，在某种程度上是一样的持有分派予招待人员；
- (b) any resort or amenity fees that may be separately charged to some or all Renters; or
任何向一些或全部承租人个别收取的度假村或设施费用；或
- (c) those revenues generated through the sale of food, beverages, telephone services, spa services, pay television, mini-bars, safes, golf course greens fees or other similar goods or services
这些通过销售食品，饮料，电话服务，水疗服务，付费电视，迷你酒吧，保险箱，高尔夫球场果岭费或其他类似商品或服务所产生的收益

- (ii) “Third Party Charges” means any third party service provider charges such as credit card fees or commissions, expenses or fees paid to tour operators, travel agents and meeting planners, including global distribution system or limited travel distributor fees and internet booking fees.

“第三方收费”是指任何由第三方提供服务的收费如信用卡手续费或佣金，支出或费用支付给旅游运营商、旅行社和会议策划者，包括全球

分销系统或有限的旅游分销商的费用和互联网预订费用。

(iii) “Shared Rental Program Expenses” include:

“攤分租賃計劃開支”包括:

- a) a contribution toward the Marketing Reserve equal to five percent (5%) of Gross Rental Revenue; and
向营销储备捐献了等于总租金收入的百分之五 (5 %) ; 和
- b) the administrative fee payable to BRL equal to five percent (5%) of the Gross Rental Revenue; and
付给 BRL 相等于百分之五 (5%) 总租金收入的行政管理费; 和
- c) a contribution toward the Refurbishment Reserve (as defined in Exhibit C) for the collective use of all Resort Rental Units participating in the Rental Management Program equal to five percent (5%) of Gross Rental Revenue.

贡献相等于总租金收入的百分之五 (5 %) 予整修储备 (如附件 C 中定义) 用作为参与租赁管理计划的所有度假屋出租单位集体使用。

(iv) “Rental Management Distribution” means fifty percent (50%) of Adjusted Net Rental Income, payable to BEMCO in exchange for the services described herein.

“租赁管理分配”是指调整后净租金收入的百分之五十 (50 %) 应付给 BEMCO, 以换取本文所述的服务。

(v) “Owner’ s Rental Unit Area” means the total area of Owner’ s Unit in square meters, as designated on the first page of this Agreement under the caption “Unit Area” .

“业主租赁单位面积”是指业主单位为平方米算的总面积, 为指定在本协议的第一页上的标题“单位面积”下。

(vi) “Aggregate Total Area” means the total area, in square meters, of all of the Resort Rental Units participating in the Rental Management Program, as calculated by BEMCO.

“整体总面积”是指以平方米为单位的总面积, 由 BEMCO 所计算, 所有参与租赁管理计划的度假租赁单位。

(vii) “Ownership Charges” means Operating Expenses, Taxes and Assessments or any other sums Owner is obligated to pay under this Agreement

“所有权费用”指营运费用、税金和评估或任何其他业主在本协议下必须支付的款项

2. Payment of Owner’ s Income. On or about the sixtieth (60th) day following the conclusion of the preceding Semi-Annual Period, BEMCO

shall: (a) provide Owner with an accounting of the Rental Management Program's Gross Rental Revenue, Net Rental Revenue, Shared Rental Program Expenses, Rental Management Distribution and the calculation of Ownership Charges; and (b) pay any Owner's Income for such prior period. In the event that, following any Semi-Annual Period, Owner's Income for that period is negative, Owner shall, as applicable, pay (with respect to Operating Expenses) or reimburse (with respect to Taxes and Assessments) BEMCO in full within thirty (30) days of receipt of a notice to that effect. Nothing hereunder shall require BEMCO to pay any Taxes and Assessments on behalf of Owner.

业主收入的支付 于或约半年度周期结束后的第六十(60)天之前, BEMCO应: (a) 提供业主的租赁管理计划的总租金收入的核算, 净租金收入, 共享租赁计划的费用, 租赁管理分配和所有权费用计算; 和(b) 支付此段时期业主的所有收入 倘若在以下任何半年度期间, 业主在该期间的收入为负数的, 业主应(如适用), 在收到通知日期起三十(30)天内全额支付(有关营业费用)或偿还(有关税收和评估)予 BEMCO。 不应依此要求 BEMCO 为业主支付任何税费和评估。

3. Overdue Amounts. If Owner fails to timely make any payment due to BEMCO, the amount owing shall accrue interest at the rate of one and a half percent (1.5%) per month (or such lesser rate as permissible under applicable law) from the date first owed until paid by Owner. BEMCO may, but shall not be obligated to, setoff the amount owing by Owner against future Owner's Income.

逾期金额 如果业主未能及时作出支付 BEMCO 任何款项, 所欠金额均产生每月百分之一点五的利率(1.5%)(或在适用法律允许下较小的利率)从首日欠款直到业主支付日期为止。 BEMCO 可以但没有义务, 由业主在未来的所有收益冲减所欠数额。

Exhibit C
附表 C
MAINTENANCE AND CLEANING OF UNITS
单位的维护及清洁

1. Standard Unit Appearance.

单位标准外观

- (a) Owner acknowledges that uniformity in the appearance and contents of the Resort Rental Units participating in the Rental Management Program is absolutely essential to the successful marketing and rental of the Unit by BEMCO. Accordingly, Owner agrees that, as a precondition to accepting the Unit into the Rental Management Program, Owner shall:

业主知悉度假单位一致性的外观及内容在租赁管理计划中成功地将单位销售及租赁是绝对需要的 因此, 业主同意, 作为一个接受单位为租赁管理计划的前提下, 业主应:

- (i) purchase the furnishings package approved by BEMCO for use in the Unit; and

购买已经过 BEMCO 审批在单位使用的家俱套装;和

- (ii) not modify in any way the design, appearance, furnishings, standard housewares or other contents of the Unit from the design, appearance, furnishings and other contents specified by BEMCO in its sole discretion. Subject to the terms below, Owner authorizes BEMCO to take the Unit temporarily out of the rental inventory to perform repairs or refurbishment in the Unit in order to maintain the Unit in uniform condition.

不以任何方式从所用由 BEMCO 全权决定的设计、外观、家具、家居用品或其他物品去修改单位中的设计、外观、家具、家居用品或其他物品。 依据以下条款, 业主授权 BEMCO 采取单位暂时从租赁库存中剔除以便为单位保持一致条件而进行修理或改造。

- (b) Owner will be responsible for all costs and expenses associated with the maintenance, repair, refurbishment and replacement of the furnishings and of the Unit generally; provided, however, that BEMCO will use reasonable and

customary efforts to ensure that Renters responsible for any damage to the furnishings or the Unit are held strictly liable for the costs and expenses related to same. It is anticipated that the Unit will need complete refurbishment in five (5) years if not sooner.

业主将负责单位一般的维护，维修，翻新、更换家俱所有相关的成本和费用；倘若，然而，BEMCO 将会用合理及一贯的努力去确保承租人承担任何单位及家具损毁的相同成本与费用 预期不能再长单位将会在五年后需要彻底翻新

2. Refurbishment Reserve. The term “Refurbishment Reserve” will mean the reserve account established by BEMCO for the collective use of all Resort Rental Units and funded at the conclusion of each Semi-Annual Period by a portion of the Shared Rental Program Expenses, as defined in Exhibit B. BEMCO is authorized to withdraw funds from the Refurbishment Reserve as necessary for the periodic repair, replacement, and refurbishment of the Resort Rental Units and their contents, including furnishings and basic equipment. To the extent the funds in the Refurbishment Reserve fall below the amount deemed necessary by BEMCO, BEMCO may assess the owners of the Resort Rental Units for the amount of such shortfall and Owner shall be liable for a share of such assessment equal to the ratio of the Owner’s Rental Unit Area to the Aggregate Total Area (as provided in Exhibit B). Owner’s failure to pay such assessment shall constitute a material breach of this Agreement, and, until full payment is received, BEMCO has no obligation to provide any services to Owner hereunder.

翻新储备 “翻新储备”一词是指由 BEMCO 建立一个储备账户在每个半年度完结期间通过一部份共享租赁计划的开支用作收集所有租赁单位及资金，如在附表 B 中的定义 BEMCO 是被授权可在翻新储备提取有需要用作定期维修、更换，及翻新度假单位及其内容，包括家具及基本设备 在翻新储备的资金下跌至 BEMCO 视为所需求以下的情况，BEMCO 可以对度假单位的业主征收缺少的金额并业主应有责任按业主租赁单位面积在整体总面积中的比例分担估值(附表 B 中的依据) 业主未能按估值交付将构成对本协议的重大违约，及，在本协议下 BEMCO 没有义务提供任何服务给业主，直至款项缴清为止

3. Annual Charge. Owner shall receive the services described in Schedule 1 to this Exhibit C (“Annual Services”) in exchange for the “Annual Charge” of US\$300, subject to increase from time to time based on actual increases in BEMCO’s costs and expenses of providing such

services.

年度费用 业主应收到在此附表 C(“年度服务”)表一中的服务说明,
“年度收费”为 US\$300, 提供的服务是根据 BEMCO 的成本及开支实际增长
随时上涨

4. Transient Daily Rental Cleaning.

短期日租清洁

(a)BEMCO shall perform at its expense standard housekeeping services
in advance of, and during, the occupancy of the Unit by any Renter.

BEMCO 应在承租人居住单位之前及其间承担其开销的标准家政服务

(b)BEMCO shall perform standard housekeeping and linen services
during each day Owner or Owner' s guest occupies the Unit in
exchange for a per diem fee payable at check-out. Such per diem
fee may be increased from time to time to reflect BEMCO' s actual
costs.

BEMCO 应在业主或业主宾客每天居住在单位时履行标准家政及家庭日

用织品服务并在退房时收取每天所络的费用 此日常费用会在

BEMCO 实质成本体现中随时增加

5. Removal of Unit from Rental Management Program. BEMCO reserves the
right to remove the Unit from the Rental Management Program upon
written notice to Owner if BEMCO deems the Unit or the contents thereof
to be unsatisfactory or otherwise not in conformance with the
Kittitian Hill Standard. Upon cure of all defects by Owner to the
satisfaction of BEMCO, the Unit may be returned to the Rental
Management Program in the sole discretion of BEMCO.

单位在租赁管理计划中剔除 如果 BEMCO 认为单位或其内容不符合要求
或与 Kittitian Hill 标准不是一致性的, BEMCO 保留权利在书面通知业主
下将单位由租赁管理计划中剔除 直至业主矫正所有弊端到令 BEMCO 满
意为止, 单位才可由 BEMCO 全权酌情决定重回租赁管理计划

Schedule 1 to Exhibit C

附表 C 表一

ANNUAL SERVICES

年度服务

In exchange for the Annual Charge, BEMCO will provide ongoing minor maintenance on an “as needed” basis and one (1) deep cleaning per year. Additional deep cleanings will be performed as needed at the standard rate applicable from time to time to the Unit and Furnishings Package. For purposes hereof, “minor maintenance” will mean:

作为年费，BEMCO 将持续提供根据“有需要”的小型维护及每年一(1)次深层的清洁。额外的深层清洁会根据需要以不时单位和家具包装适用标准率下执行。本协议而言，“小型维护”的意思是：

- Replacement of light bulbs.
更换灯泡。
- Flushing or plunging of toilets.
冲洗或冲厕所。
- Quick examination of air conditioning unit prior to calling contractor. Unlocking interior doors.
电召承包商之前快速检查空调机组。室内门开锁。
- Guest service calls (e.g., to assist with TV’ s or VCR’ s).
客户服务电话（例如，以协助电视或录像机）。
- Resetting or turning on circuit breakers.
重设或接通电路断路器。
- Resetting button on garbage disposal.
重设在垃圾处理上按钮。
- Examination of air conditioner thermostats.
检查空调恒温器
- Instruction of guests on operation of equipment and appliances.
Adjustment of sliding doors or screen doors.
客人在设备和电器上的操作指令。调整滑动门和纱门。
- Periodic Inspection of the Unit.
单位定期检查
- Lubrication of door locks or other mechanisms.
门锁或其他机械的润滑。
- Replacement of drapery hooks and glides.
更换窗帘挂钩和滑轨。

In addition, BEMCO will provide the following parts and supplies to Owner as part of BEMCO' s minor maintenance: air conditioner filters, light bulbs other than fluorescent tubes, standard curtain hooks, pins and glides, batteries for TV remote control and minor lock adjustments and lubrication.

此外，BEMCO 将提供业主以下配件和用品作为 BEMCO 小型维修的部分：空调过滤器、灯泡以外的日光灯管、标准的窗帘钩、插脚和滑轨、电视遥控电芯、小锁的调整和润滑。