

# GAIN SOURCE INC LIMITED

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CIP Real Estate Purchase Agreement  
投资入籍计划购房地产协议

**VERANDAH ESTATES**  
长廊屋村

**CITIZENSHIP BY INVESTMENT  
REAL ESTATE PURCHASE AGREEMENT**

投资入籍计划购房地产协议

**Agreement Date:** \_\_\_\_\_  
协议日期

**Day(日)/ Month(月)/Year(年)**

**Lot Number:** \_\_\_\_\_  
地段编号

**Purchase Price (US\$):** \_\_\_\_\_  
购买价格

**Villa Model:** \_\_\_\_\_  
别墅户型

**Registration Section:** St. Phillips North  
注册段落

**Block Number:** 25 3288A  
楼号

**Parcel Number:** \_\_\_\_\_  
地号

This Agreement is made as of the date first written above by and between **Verandah Estates Limited** (the “Company”), and:

本协议以作为上面写的第一个日期, 由 Verandah 置业有限公司 (“公司”), 和:

Buyer's Name 买方名称 \_\_\_\_\_

Address 地址 \_\_\_\_\_

# GAIN SOURCE INC LIMITED

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Nationality 国籍

Primary Telephone No. 固定电话号码:

Mobile Telephone No. 手提电话号码:

Facsimile Number 传真号码

Email Address 电子邮箱

(the "Buyer"). (称作“买方”)

RECITALS 引述

WHEREAS, the Company is the owner and developer of the private villa development in Antigua known as "Verandah Estates";

鉴于, 该公司是在安提瓜被称为“Verandah 屋村”的私人别墅开发的业主和开发商;

WHEREAS, Verandah Estates has been approved as an Investment in Real Estate pursuant to the Antigua and Barbuda Citizenship by Investment Act of 2013; and

鉴于, Verandah 屋村已被批准为根据安提瓜和巴布达岛 2013 年投资入籍公民法案的房地产投资;

WHEREAS, the Company wishes to sell, and the Buyer wishes to Buy, the above - captioned parcel of land and the villa to be constructed thereon, along with the furniture, fixtures, and appliances to be installed in the villa (collectively, the "Property") in accordance with the terms of this Agreement.

鉴于, 按照本协议的条款, 该公司希望出售, 而买方希望购买, 上述标题的土地和被建造在其上的别墅, 连同家具、固定装置和在别墅里安装的设施(统称“物业”)。

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and the Buyer agree as follows:

现在, 因此, 考虑到以上陈述, 及以下的共同承诺, 及其他良好而有价值的考虑, 特此确认, 本公司及买方同意如下:

# GAIN SOURCE INC LIMITED

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## DEFINITIONS 定义

In this Agreement, the capitalized words set forth below shall have the following meanings:

在本协议中，下面列出的词应具有以下含义：

“Act” means the Antigua and Barbuda Citizenship by Investment Act of 2013 as may be amended from time to time.

“法案”是指安提瓜和巴布达岛公民 2013 年的投资入籍公民法案，并可随时修订。

“Agreement” means this sale and purchase contract.

“协议”指的是本买卖合同。

“Buyer” means the Buyer shown on page 1 of this Agreement.

“买方”指本协议第 1 页所示的买方。

“Company” means Verandah Estates Limited, an Antigua and Barbuda company with offices at The Verandah Resort & Spa, Long Bay, St. Phillips, Antigua, West Indies.

“公司”是指 Verandah 置业有限公司，一所其办公室在西印度群岛，安提瓜，圣菲利普斯长湾的安提瓜和巴布达岛的公司，

“Escrow Agent” means the law firm of Stacey-Ann Saunders-Osborne, Attorney at Law & Notary Public, with offices at Island House, Newgate Street, St. John’s, Antigua, West Indies.

“托管代理”指 Stacey-Ann Saunders-Osborne 的律师事务所、律师和公证人，设有办公室在 Island House，新门街、圣约翰、安提瓜、西印度群岛。

“Property” means the parcel of land described on page 1 of this Agreement, together with the villa to be constructed thereon and the furniture, fixtures, and appliances to be installed in the villa.

“物业”是指本协议第 1 页所述的那一块地，以及将在其上建造的别墅以及要安装在别墅中的家具，固定装置和电器。

“Processing Fee” means the economic citizenship application processing fee payable to the Government of Antigua and Barbuda pursuant to the fee schedule of the Antigua and Barbuda Citizenship by Investment Act of 2013.

“处理费”是指根据 2013 年“安哥拉和巴布达公民投资法案”的费用表，支付给安提瓜和巴布达政府的经济公民申请处理费。

## SECTION 1

### 第 1 节

# GAIN SOURCE INC LIMITED

## INVESTMENT IN REAL ESTATE AUTHORIZATION

### 投资房地产授权

1.1 Authorization. The Company is an approved real estate developer and Verandah Estates has been approved as an Investment in Real Estate pursuant to the Act.

授权 本公司是经批准的房地产开发商，Verandah Estates 已根据法案被批准为房地产投资。

## SECTION 2

### 第 2 节

## AGREEMENT TO SELL AND PURCHASE REAL ESTATE

### 房地产买卖协议

2.1 Agreement to Sell and Purchase. The Company shall sell to the Buyer, and the Buyer shall purchase from the Company, the Property.

买卖协议。 本公司向买方出售，买方从本公司购买该物业。

2.1.1 The land includes the Verandah Estates Lot specified on page 1 of this Agreement.

土地包括在本协议第 1 页所述的 Verandah Estates 地段。

2.1.2 The villa will be constructed substantially as shown on the floor plans and elevations for the villa model specified on page 1 of this Agreement.

别墅的建筑大致如在本协议第 1 页所述的平面图所示和别墅模型的立面图。

2.1.3 **Construction of the villa will be completed within approximately twelve (12) months after the Closing Date.** The Company will notify the Buyer in writing upon the completion of the villa.

别墅的建设将在交易日期后约十二（12）个月内完成。本公司将在完成别墅后书面通知买方。

2.1.4 Upon completion, the villa will be clean and in turn-key condition, ready for occupancy, and equipped with all the furniture, fixtures, and appliances shown in the Furniture, Fixtures, and Appliances list attached to this Agreement as Exhibit "A".

完成后，别墅将保持干净，交钥匙的状态，准备入住，并配有本协议所附的展示 A 中所列的家具，灯具和家电列表中的所有家具，固定装置和电器。

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2.2 Purchase Price; Fees. The purchase price for the Property is the amount shown on page 1 of this Agreement (the “Purchase Price”). The Purchase Price shall be paid by the Buyer as follows:

购买价格; 费用。 物业的购买价格是本协议第 1 页所示的金额 (“购买价格”)。购买价应由买方支付如下:

0 **Step 1:** Within thirty (30) days after signing this Agreement, the Buyer shall deliver or cause to be delivered to the **Escrow Agent**:

步骤 1: 签署本协议后三十 (30) 天内, 买方应交付或安排交付给托管代理人:

- o A bank draft or wire transfer in the amount of Ten Thousand Dollars United States Currency (**US\$10,000.00**), such amount being a deposit towards the Purchase Price (the “Deposit”). The Deposit shall be fully refundable to the Buyer if the Buyer’s economic citizenship application is denied by the Government of Antigua and Barbuda for any reason.

银行汇票或电汇金额为一万美元的美元货币 (10,000.00 美元), 这笔金额为购买价款 (“预付款”)。如果买方的经济公民身份申请由于任何原因而被安提瓜和巴布达政府拒绝, 则该押金应全额退还给买方。

0 **Step 2:** Within thirty (30) days after the Buyer’s economic citizenship application is approved by the CIU (the “Closing Date”), the Buyer shall deliver or cause to be delivered to the **Escrow Agent** in United States Currency:

0 买家的经济公民申请会由投资公民组于 30 日内审批(交易完成日), 买方应以美元交付或可以交付给代管代理:

- o A bank draft or wire transfer consisting of: a) the balance of the Purchase Price; b) an amount equal to 2.5% of the Purchase Price, such amount being the Buyer’s portion of the transfer tax Stamp Duty for the real estate (the Company shall pay the balance of the transfer tax Stamp Duty for the real estate); and c) US\$2,500.00 to cover the Escrow Agent fee, along with document filing and registration expenses.

银行汇票或电汇的方式包括: a) 购买价格的余款; b) 相等于购买价格的 2.5%, 此金额是买方对房地产转让税印花税的部分 (公司应为房地产支付转让税印花税的余款); c) 支付托管代理费, 连同着文档备案和登记费共 2500 美元。

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0 **Escrow Agent Disbursements.** The Escrow Agent will disburse funds to the Company as follows:

代管代理人支出。托管代理将以如下方式支付资金给公司：

- o US\$250,000.00 upon the Escrow Agent's receipt of written authorization from the CIU confirming that the Buyer's economic citizenship application has been approved;  
当托管代理人收到 CIU 的书面授权确认买方的经济公民身份申请已获得批准后付 250,000.00 美元;
- o US\$100,000.00 upon the Escrow Agent's receipt of written authorization from the CIU confirming that construction of the villa is complete except for final finishings. Final finishings include interior paint, floor tiles, exterior roofing, and landscaping; and  
当托管代理人在收到由 CIU 的书面授权确认除了最终装修后, 别墅的建造已完成, 应付 100,000.00 美元。最终成品包括室内油漆, 地砖, 屋顶外墙和景观美化; 及
- o The balance of the Purchase Price upon the Escrow Agent's receipt of written authorization from the CIU confirming that construction of the villa and landscaping is fully completed.  
当收到从 CIU 书面授权托管代理确认建造别墅及园林绿化已全部完成后, 应付购买金额的余款。
- o The Escrow Agent will pay the 2.5% transfer tax Stamp Duty to the Department of Inland Revenue on behalf of the Buyer, and retain the final US\$2,500 to cover the Escrow Agent's fees and cover document filing and registration expenses relating to the sale of the Property.  
代管代理人将代表买方向税务局支付 2.5% 的转移印花税, 并保留最终 2,500 美元, 以支付代管代理人的费用, 并包括与出售财产有关的备案和注册费用。

0 **Note:** Any required governmental fees in connection with the Buyer's economic citizenship application shall be due and payable by the Buyer as set forth in the Act. The Escrow Agent shall have no liability to the Buyer or the Company under this Agreement except for the proper handling and disbursement of funds as set forth above.

注：与买方经济公民申请有关的任何必要的政府费用应由买方在本法案中规定和应付。除本协议规定的妥善处理和支付资金外, 代管代理人对买方或本协议项下的公司不负任何责任。

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## ECONOMIC CITIZENSHIP APPLICATION SUBMISSION; DELIVERIES AT CLOSING

经济公民申请提交；完成后交付

### 3.1 Economic Citizenship Application Submission.

经济公民申请提交。

3.1.1 **Within thirty (30) days** after the signing of this Agreement, the Buyer shall submit or cause to be submitted their fully and properly completed economic citizenship application to Licensed Agent.

在本协议签署后的三十（30）日内，买方应提交或将其完整且适当的经济国籍申请提交给授权代理人。

3.1.2 If for any reason the Buyer's application for economic citizenship is not approved by the Government of Antigua and Barbuda **within one hundred eighty (180) days** after submission then either the Buyer (assuming the delays were not caused by the Buyer) or the Company may choose to terminate this Agreement by providing a written termination notice to the other. In this case, the Company shall promptly refund the Deposit to the Buyer. Upon the termination of this Agreement and the refund of the Deposit to the Buyer, the Buyer and the Company shall have no further obligations to one another under this Agreement.

如果由于任何原因，买方申请经济公民身份未经安提瓜和巴布达政府批准，则在提交后的 180（180）天内，买方（假设延误不是由买方造成的），或公司可能会选择通过向另一方提供书面终止通知来终止本协议。在这种情况下，公司应及时向买方退还订金。在本协议终止并将该押金退还给买方之后，买方和本公司将根据本协议对彼此不再承担任何义务。

3.2 Deliveries at Closing. On the Closing Date, the Buyer shall remit the payments set forth above, and the Company shall promptly deliver to the Buyer: (i) a copy of the duly endorsed Instrument of Transfer; (ii) a Closing Statement confirming the Buyer's full payment of the Purchase Price; and (iii) such other documentation as may be reasonably required to complete the transactions contemplated by this Agreement. Within ninety (90) days after the Closing Date, the Company shall deliver to the Buyer a notarized copy of the title deed (commonly referred to as the "Land Certificate") for the Property. It takes approximately 30 to 60 days after the Closing Date for the Land Registry in Antigua to issue the title deed.

截止期交货。在截止日期，买方应汇出上述款项，本公司应及时向买方交付：（i）经正式认可的转让文件的副本；（ii）确认买方全额支付购买价格的结算报表；及（iii）完成本协议项下拟进行交易所合理需要的其他文件。于截止日期后九十（90）天内，本公司向买方交付该物业的公证

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书（通常称为“土地证”）的公证复印件。在安提瓜的土地注册处截止日期后约 30 至 60 天，发行所有权契约。

## SECTION 4

### 第 4 节

#### VILLA OWNER'S RIGHTS, RESTRICTIONS, AND PRIVILEGES

业主的权利，限制和特权

4.1 **Optional Rental Program and Expense Coverage Guaranty.** The Buyer may choose to participate in the optional Verandah Estates rental program managed by the Company. If the Buyer chooses to participate, then the **Company guarantees that the following expenses will be covered by rental income for a period of five (5) years after the Closing Date: property taxes, homeowner's insurance, contents insurance, homeowners' association dues, gardening, splash pool maintenance, electricity, water, television, telephone, and internet.** The Company will apply the first US\$1,000.00 per month in rental income towards the foregoing expenses. Any rental income in excess of US\$1,000.00 per month will accrue to the Buyer's account and will be paid to the Buyer or the Buyer's designated payee by check or wire transfer on an annual basis, as set forth in the Rental Management Agreement. Additionally, if the Buyer places the villa in the optional rental program for the first five (5) years of ownership, then at the end of the five-year period **the Company, at its expense, will spend up to US\$6,000 to replace the villa's kitchen appliances (refrigerator, oven / stove, microwave) and bathroom vanities** to help ready the villa for further rentals or resale.

可选租赁计划和费用保证。 买方可以选择参加由本公司管理的可选择的 Verandah Estates 租赁计划。如果买方选择参与，则本公司保证以下费用将在截止日期后五（5）年期间由租金收入支付：财产税，房主保险，房内财产保险，房主协会会费，园艺，水池维护，电力，水，电视，电话和互联网。公司将按照上述费用向租户每月首先申请 1,000.00 美元的租金收入。每月超过 1,000.00 美元的租金收入将由买方账户累积，并将按照“租赁管理协议”规定的年度支票或电汇支付给买方或买方的指定收款人。此外，如果买方将房屋的所有权前五（5）年将别墅置于可选择的租赁计划中，那么在五年期末，公司将花费高达 6,000 美元来代替别墅的厨房电器（冰箱，烤箱/炉灶，微波炉）和浴室梳妆台，帮助别墅进一步租赁或转售。

4.1.1 **Villa Usage by Owner; Resort Stays.** The Buyer and the Buyer's family members shall not stay in the villa if the Property is rented to a third party pursuant to the optional rental program. If the Property is rented, then the

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Buyer and / or the Buyer's co-applicant family members may stay at The Verandah Resort & Spa for up to thirty-five (35) nights during the first five (5) years after the Closing Date at 50% off the resort's all-inclusive rack rates. Resort stays are subject to availability at the time of booking. Resort bookings may be made by contacting the resort's Reservations Agent by email at: [corp-comments@sjcantigua.com](mailto:corp-comments@sjcantigua.com).

业主使用别墅; 度假住宿 如果根据可选择的租赁计划将该物业租给第三方, 买方和买方的家庭成员不得留在别墅。如果该物业被租用, 则买方和/或买方的共同申请人家属可以在截止日期后的前五(5)年内, 在 Verandah Resort & Spa 以度假村全包费率的 50% 度过三十五(35)晚。度假住宿需视预订情况而定。度假村可以通过电话: [corp-comments@sjcantigua.com](mailto:corp-comments@sjcantigua.com) 与度假村的预订代理联系。

4.2 Verandah Resort Usage. If the Buyer chooses not to participate in the rental program, then while the Buyer and / or the Buyer's co-applicant family members are residing in the villa, they may use the restaurants, bars, spa and salon at The Verandah Resort & Spa, which is located directly adjacent to Verandah Estates. The use of these facilities shall be on the same basis and at the same prices offered to resort guests.

Verandah 度假村的使用。如果买方选择不参加租赁计划, 那么当买方和/或买方的共同申请人的家庭成员居住在别墅时, 他们可以使用 The Verandah Resort & Spa 的餐厅, 酒吧, 水疗和沙龙, 位于 Verandah Estates 附近。这些设施的使用应和提供给度假其他客人是同等的基础和价格。

4.3 Term of Ownership; Exit Strategy.

所有权条款; 退出策略

4.3.1 Term of Ownership. The Buyer must retain ownership of the Property for at least **five (5) years** after the Closing Date pursuant to the Antigua and Barbuda Citizenship by Investment Act of 2013.

所有权条款。根据 2013 年“安哥拉和巴布达投资公民法”, 买方必须在截止日期后至少五(5)年保留该物业的所有权。

4.3.2 Villa Re-sales. After five (5) years of ownership, at the Buyer's request, the Company will assist the Buyer with selling the Property for at least **US\$450,000.00** (or an alternate sales price agreed by the Buyer). If the Company sells the Property for an amount equal to US\$450,000.00 or more, then the Company shall retain a sales commission equal to 6% of the selling price. If the Property is sold for an amount less than **US\$450,000.00**, then no sales commission will be retained by the Company.

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别墅再销售。经过五（5）年的拥有后，根据买方的要求，本公司将协助买方出售该物业至少 45 万美元（或由买方同意的替代销售价格）。如果本公司出售相当于 45 万美元或以上的金额，则本公司将保留相当于销售价格的 6% 的销售佣金。如果该物业出售金额低于 45 万美元，则本公司将不会保留销售佣金。

- 4.3 Restrictive Covenants. The Property shall be subject to the restrictive covenants that apply to all properties within the Verandah Estates development. A copy of the restrictive covenants is available upon request.限制性约定。该物业须受适用于 Verandah Estates 发展中所有物业的限制性约定。可根据要求提供限制性契约的副本。

## SECTION 5

### 第5节

#### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

##### 公司的陈述和保证

- 5.1 Organization and Good Standing. The Company is duly organized and validly existing under the laws of Antigua and Barbuda. The Company has the requisite power and authority to carry on its business in Antigua and Barbuda.  
组织和良好的地位。本公司根据安提瓜和巴布达法律成立的组织和有效存在。公司具有在安提瓜和巴布达经营业务的必要权力和权威。
- 5.2 Property and Assets. The Company has good and marketable title to its property and assets.  
物业和资产。本公司具有良好的市场地位和资产所有权。
- 5.3 Litigation. As of the date of this Agreement, there is no suit, action, or proceeding against the Company that would adversely affect the transactions contemplated by this Agreement.  
诉讼。截止本协议之日，本公司无诉讼，进行诉讼或审讯，对本协议项下拟进行的交易产生不利影响。
- 5.4 Business Operations. The Company shall operate Verandah Estates in a commercially reasonable manner and in accordance with the laws of Antigua and Barbuda. The Buyer shall not make any claims against the Company, its owners, or affiliates on account of any claimed errors of good faith judgment.

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业务操作。公司应当按照安提瓜和巴布达岛的法律将 Verandah Estates 以商业上合理的方式运作，。买方不应对本公司、其所有人或关联人作出任何因真城的判断错误而提出的任何索赔。

5.5 Administration. The Company shall maintain administration, accounting, sales, and property management offices and facilities in Antigua.

行政。公司将在安提瓜维护管理，会计，销售和物业管理处及设施。

## SECTION 6

### 第 6 节

#### REPRESENTATIONS AND WARRANTIES OF THE BUYER

##### 买方的陈述和保证

6.1 Power and Authority. The Buyer has the economic ability to enter into this Agreement and fulfill all of the Buyer's obligations under this Agreement.

权力与权威。买方具有签订本协议的经济能力，并履行本协议项下的所有买方义务。

6.2 Investment. The Buyer has had access to all information that the Buyer deems necessary or appropriate to make an informed investment decision. Neither the Company nor any person purporting to act for the Company has made or now makes any representations or promises to the Buyer except as expressly set forth in this Agreement.

投资。买方已获得买方认为必要或适当的信息，以便做出明智的投资决策。除本协议明文规定外，不会有本公司或任何看来是为本公司行事的人士或现在作出任何陈述或承诺予买方。

## SECTION 7

### 第 7 节

#### ADDITIONAL TERMS AND CONDITIONS

##### 附加条款和条件

7.1 Confidentiality. The Buyer agrees to keep the terms of this Agreement confidential.

保密。买方同意将本协议的条款保密。

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any

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previous agreements and understandings with respect to those matters whether oral, written, implied, or otherwise.

整个协议。 本协议构成双方关于本协议标的的全部协议，并取代以前的任何协议和谅解，无论是口头，书面，暗示或其他方面的事项。

- 7.3 Expenses. Except as otherwise expressly set forth in this Agreement, each party shall pay its own expenses in connection with this Agreement.

费用。 除本协议另有明确规定外，各方应自行支付本协议书相关的费用。

- 7.4 Headings. The article and section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

标题。 本协议的条款和章节标题仅供参考，在本协议的构建或解释中将不受影响。

- 7.5 Intellectual Property. The Buyer's acquisition of the Property shall not include the acquisition of any of the Company's intellectual property.

知识产权。 买方收购物业不包括获得本公司任何知识产权。

- 7.6 Indemnification Provisions. The Company shall indemnify, defend and hold the Buyer harmless from and against any claims resulting from the acts or omissions of the Company. The Buyer shall indemnify, defend and hold the Company harmless from and against any claims resulting from the acts or omissions of the Buyer.

赔偿条款。 由于公司的行为或遗漏所造成的任何索赔，本公司应维护和保持买方免受罚。

- 7.7 Force Majeure. The Company and the Buyer shall not be liable to one another for any reasonable delays resulting from a force majeure event, acts of God, or any similar causes beyond the parties' control. The Company shall not be liable for any delays on the part of the Buyer or the Buyer's representatives, or on the part of the Government of Antigua and Barbuda or any governmental agency.

不可抗力。 本公司和买方不得因不可抗力事件，上天行为或任何类似事故超出当事人的控制而导致的任何合理延误而互相指责。买方或买方代表或安提瓜和巴布达政府或任何政府机构的任何延误，本公司概不负责。

- 7.8 Notices. Any notice given by any party to any other party for the purposes of this Agreement shall be in writing and shall be sufficiently given if delivered by hand against receipt, send by mail, reliable overnight courier service, facsimile transmission with transmission receipt, or email to the parties last known email address.

通知。 任何一方为本协议之目的而向任何其他方发出的任何通知，应以书面形式以人手凭收据交付、或以邮寄、可靠的快递服务，传输接收传真，或电邮至双方最后已知的电子邮件地址。

# GAIN SOURCE INC LIMITED

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Notice shall be given to the COMPANY at:  
通知应交至本公司的:

Verandah Estates Limited  
c/o The Verandah Resort & Spa  
Long Bay  
St. Phillips  
Antigua, West Indies  
Attention: Legal Department  
Tel. (268) 460-8924  
Always with copies to:  
Fax: (268) 562-2119; and  
Email: corp.office.preferredshares@gmail.com

Notice shall be given to the BUYER in accordance with the Buyer's contact details shown on page 1 of this Agreement  
应按照本协议第 1 页所示的买方联系方式向买方发出通知

or to such other addresses as the parties may designate to one another in writing from time to time. The Buyer shall be responsible for providing the Company with the Buyer's current contact details and any changes thereto. The Company shall not be responsible for attempting to locate the Buyer if the Buyer fails to provide updated contact information. Notices sent by the Company to the Buyer's last known address and / or email address shall be sufficient for all notice Purposes.

或者当事方随时以书面形式指定的其他地址。买方有责任向卖方提供买方当前的联系方式及其任何变更。本公司向买方的最后一个已知的地址和/或电子邮件地址发出的通知,应视为足以所有通知的目的。

- 7.9 Severability. The invalidity or unenforceability of any provision contained in this Agreement shall not invalidate the remainder of this Agreement, which shall remain in full force and effect. If a court of competent jurisdiction finds any provision contained in this Agreement invalid or unenforceable, then the court shall replace the invalid provision with a provision that is valid and enforceable and carries out the intent of the provision and this Agreement as closely as possible.

可分割性 本协议所载任何条款的无效或不可执行性不得使本协议的其余部分无效,该协议仍将具有完全的效力。如果具有管辖权的法院认定本协议中的任何条款无效或不可执行,则法院应以有效和可执行的条款替代无效条款,并尽可能切实地实施本协议的意图。

- 7.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal

# GAIN SOURCE INC LIMITED

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representatives. Nothing in this Agreement shall create any third party beneficiary rights.

绑定效应。本协议应具有约束力，并符合其利益的各方及其各自的继承人、受让人、和法人代表。本协议任何条款均不构成任何第三方受益权。

7.11 Modification. This Agreement may not be modified except by a further written instrument specifically referencing this Agreement and signed by both the Company and the Buyer.

修改。本协议不得修改，除非另有书面文书，具体参考本协议并由本公司与买方签署。

7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Antigua and Barbuda without regard to its conflict of laws principles. The courts and authorities of Antigua and Barbuda shall have exclusive jurisdiction over all controversies that may arise out of or in connection with this Agreement. The parties hereby waive any other venue to which they may be entitled by virtue of domicile or otherwise. Should any party initiate or bring a suit or action before any court not agreed to herein, then upon application any such suit or action shall be dismissed without prejudice, and may be filed in accordance with this provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other all costs and expenses of seeking dismissal including without limitation reasonable attorneys' fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to CIP Real Estate Purchase Agreement reasonable costs and expenses including without limitation reasonable attorneys' fees and court costs.

适用法律 本协议受安提瓜和巴布达法律的管辖和解释，不考虑其冲突法原则。安提瓜和巴布达的法院和当局对本协定可能产生或与之有关的所有争议应具有专属管辖权。双方在此放弃任何其他地点，他们可能有权凭借住所或其他。如果任何一方在任何未经本协议同意的法院提出起诉或诉讼，则在提出申请后，任何此类起诉或诉讼均不受损害而予以驳回，并可按照本规定提出诉讼。当事人在本院不同意的情况下提起诉或者诉讼的，应当向对方支付被撤消的一切支出和费用，包括但不限于合理的律师费。如果本协议产生任何诉讼，当事人有权享有 CIP 房地产购买协议合理的支出和费用，包括但不限于合理的律师费和法院费用。

7.13 No Waiver. No waiver of any term, provision, or condition of this Agreement or the breach or default thereof by conduct or otherwise in one or more instances shall be deemed either a continuing waiver or a waiver of any subsequent breach or default of any such term, provision or condition of this Agreement.

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不弃权。 不放弃本协议的任何条款、规定或条件，或通过一个或多个实例中的行为或其他方式 未履行或违约应被视为继续放弃或放弃任何后续违约或未履行本协议的任何条款，规定或条件。

7.14 Legally Binding. This Agreement shall be legally binding upon and inure to the benefit of the Company and the Buyer and their respective heirs, successors, assigns, and legal representatives.

具有法律约束力。本协议应具有法律约束力，使公司的效益和买方及其各自的继承人、继承人、受让人、和法人代表。

7.15 United States Dollars. All monetary amounts referred to in this Agreement are in United States Dollars (US\$) and shall be paid in United States Dollars unless otherwise expressly instructed by the Company or the Government of Antigua and Barbuda.

美元。本协议中提及的所有金额均为美元（US\$），并以美元支付，除非本公司或安提瓜和巴布达政府另有明确指示。

7.16 Time of the Essence. Time is of the essence with respect to the terms and conditions contained in this Agreement.

时间重要性。时间对于本协议所载的条款和条件是至关重要的。

7.17 Official Language. While this Agreement may be translated into languages other than English for convenience, the English language version of this Agreement shall control for all legal purposes.

官方语言。虽然本协议可能会为了方便而被翻译成英文以外的其他语言，但本协议的英文版本将适用于所有法律目的。

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first written above.

兹证明双方当事人在上述日期签署本协议。

**VERANDAH ESTATES LIMITED:**

By:

Robert A. Barrett, as Chairman / Director  
任董事长/董事

BUYER:

买家:

By:

Printed Name:

# GAIN SOURCE INC LIMITED

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名字正谐

ESCROW AGENT with regard to Section 2.2 of this Agreement:

关于本协议第 2.2 条的托管代理:

By:

Stacey-Ann Saunders-Osborne, Attorney at Law

律师

# GAIN SOURCE INC LIMITED

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EXHIBIT "A"

陳列表一

VILLA FURNITURE, FIXTURES & APPLIANCE LIST

別墅家具、固定裝置和设备清單

## Master Bedroom

- King Bed with linens and bedspread
- Two nightstands with lamps
- Dresser with mirror
- 42" Flat screen television
- Ceiling fan with lights
- Clothes hanging rods and shelf in closet
- Vanity with sink, mirror, and lighting in en suite bathroom
- Shower / tub combination in en suite bathroom
- Towel rack in en suite bathroom

主臥室

- 特大号床带床单和床罩的
- 两个带灯的床头柜
- 带镜子的梳妆台
- 42 英寸平面电视
- 带灯的吊扇
- 挂衣架和带架衣柜
- 连接浴室台面配有水槽，镜子和照明设备
- 连接浴室配有淋浴/盆浴组合
- 连接浴室的毛巾架

## Guest Room

- Two Twin Beds with linens and bedspreads
- One nightstand with lamp
- Dresser with mirror
- Ceiling fan with lights

客房

- 两张单人床和床单
- 一个带灯的床头柜
- 带镜子的梳妆台
- 带灯的吊扇

## Guest Bathroom

- Vanity with sink, mirror and lighting
- Shower / tub combination
- Towel rack

客用浴室

- 浴室台面带有水槽，镜子和照明
- 淋浴/盆浴组合
- 毛巾架

## Living Room

- Sofa
- Love seat
- Chair
- Coffee table
- Two end tables with lamps
- Ceiling fan with lights

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- Entertainment center
- 42" Flat screen television
- 客厅
- 沙发
- 双人沙发
- 椅子
- 咖啡桌
- 带灯的桌子
- 带灯的吊扇
- 娱乐中心
- 42 英寸平面电视

## Dining Room

- Dining table with six chairs
- Light fixture
- 饭厅
- 带六把椅子的餐桌
- 灯具

## Kitchen

- Countertops
- Dishwasher
- Refrigerator / freezer
- Electric stove / oven
- Microwave oven
- Sink
- 厨房
- 灶台面
- 洗碗机
- 冰箱/冰柜
- 电炉/烤箱
- 微波炉
- 水槽

## Other

- Ceramic tile flooring throughout
- Curtains for all windows and sliding glass doors
- Split unit air-conditioning in master bedroom, guest bedroom, and living / dining area
- Outdoor wooden decking
- Outdoor splash pool with pump, filter, and equipment
- Lighting in hallways and common areas
- Washing machine and dryer
- At least two electrical outlets in each room
- Wired for internet connectivity, telephone, and cable television
- Septic tank and drain field for waste water
- Hot water heater
- 其他
- 整个瓷砖地板
- 所有窗户和滑动玻璃门的窗帘
- 主卧室, 客用卧室和起居/用餐区分开单元空调
- 室外木地板
- 带泵, 过滤器和设备的室外戏水池
- 在走廊和公共区域照明

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- 洗衣机和烘干机
- 每个房间至少有两个电源插座
- 有线网络连接，电话和有线电视
- 废水的化粪池排水区域
- 热水器