
EQUITY SHARES PURCHASE AGREEMENT

(股权股份购买协议)

Dechert
LLP

This **PURCHASE AGREEMENT**
(this “**Agreement**”) is dated _____.

本购买协议（本“协议”）的签订日期为 2020 年
_____。

BETWEEN: _____

每个之间：_____。

(1) **THAT PERSON** set out in Schedule 2 (the “**Buyer**”);
and

(1) 那个人载于附表 (2)（以下简称“买方”）；和

(2) **ASPECTUS SECURE CAPITAL BUY AND SELL REAL ESTATE LLC**, a limited liability company incorporated in Dubai, United Arab Emirates with its registered office at Suite 302, Bay Square, Building 12, Business Bay, Dubai, United Arab Emirates (the “**Seller**”).

(2) ASPECTUS 保证资本购买和销售房地产有限责任公司，在阿拉伯联合酋长国，迪拜，注册成立的有限责任公司，其注册办事处，在套房号码：302，海湾广场，建筑物号码：12，商业湾，迪拜，阿拉伯联合酋长国（以下简称“卖方”）。

RECITALS

演出：

(A) The Seller has, directly or indirectly, through (or for the benefit of) the Property SPV(s), the right to purchase the Property or Properties (as the case may be).

(A) 卖方拥有通过财产（SPV）（或为财产（SPV）的利益）直接或间接地购买财产的权利（视具体情况可以如此）。

(B) There are 1,000 shares issued in the capital of each Property SPV which constitutes 100% of the issued share capital of each Property SPV, and the Seller wishes to sell certain shares in the relevant Property SPV (representing an interest in the relevant Property) and the Buyer wishes to acquire an interest in the relevant Property through the sale and purchase of certain shares in the capital of the relevant Property SPV in accordance with the terms and conditions in this Agreement.

(B) 每个财产（SPV）的股本中有 1,000 股已经发行了股票，占每个财产（SPV）的已经发行股本的 100%，并且卖方希望出售相关财产（SPV）中的某些股份（代表相关财产的权益），而买方希望获得相关财产的权益，通过根据本协议的条款和条件出售和购买相关财产（SPV）资本中的某些股份来进行。

IT IS AGREED THAT:

商定了以下内容：

1. DEFINITIONS

1. 一些定义：

1.1 In this Agreement the following words and expressions shall have the following meanings:

1.1 在本协议中，下列词语和表述应具有以下含义：

“**ADGM**” means the Abu Dhabi Global Market;

“**ADGM**” 是指阿布扎比全球市场。

“**Agreement to Lease**” means the Agreement to Lease between the relevant Property SPV and the Seller, a copy of which shall be provided to the subscriber within 14 days of the acquisition and receipt of title deed for the Property;

“**Anti-Money Laundering Legislation**” means any rules or regulations issued by the UAE, or any other applicable governmental authority from time to time with respect to money laundering and bribery and corruption;

“**Articles**” means the articles of association of the relevant Property SPV, a copy of which has been provided to the Buyer;

“**Encumbrance**” means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect, and “**Encumbered**” shall be construed accordingly;

“**Equity Shares**” means that number of shares in the capital of each Property SPV being acquired by the Buyer set out in Schedule 2;

“**Full Subscription Date**” means the date when all shares in the relevant Property SPV have been sold and transferred, or such earlier date at the election of the Seller;

“**Handover Date**” means the date that the Off-Plan Property is due to be completed and handed over, as set out in Schedule 4;

“**Information Pack**” means the information pack provided to the Buyer in respect of the proposed transaction and relevant Property SPV, as amended and/or supplemented from time to time;

“**Off-Plan Property**” means an off-plan property that is under development and construction;

“**Power of Attorney**” means the power of attorney granted by the relevant Property SPV to the Seller to empower it to consummate the purchase of the Property of the relevant Property SPV and undertake management of the relevant Property SPV and Property;

* “**租赁协议**”是指相关财产（SPV）与卖方之间的租赁协议，其副本应在取得和收到财产所有权书后 14 天内提供给认购人；

“**反洗钱立法**”是指阿联酋发布的任何规则或规定，或任何其他不时适用的有关洗钱，贿赂和腐败的政府机构；

“**章程**”是指相关财产（SPV）的组织章程细则，其副本已提供给买方；

“**产权负担**”是指抵押，收费，质押，留置权，选择权，限制，先期拒绝权，先期购买权，第三方权利或权益，任何其他形式的产权负担或担保权益，或者具有类似效果的其他类型的协议或安排，应相应地理解“产权负担”；

“**股权股份**”是指买方在附表（2）中所套购买的每处财产（SPV）的资本中的股份数量；

“**完整认购日期**”是指相关财产（SPV）中的所有股份已经出售和转让的日期，或在卖方当选的较早日期；

“**移交日期**”是指附表（4）规定的计划外财产应完成并移交的日期；

“**信息包**”是指就建议的交易和相关的财产（SPV）提供给买方的信息包，经不时修订和/或补充；

“**计划外财产**”是指正在开发和建设中的非计划外财产；

“**授权书**”是指授予的授权书，由相关的财产 SPV 授予卖方以授权它，完善相关 SPV 财产在购买，并负责管理相关的财产 SPV 和财产；

“**Property**” means each property with the details set out in Schedule 4;

“**财产**”是指每个财产，其附表（4）列出了详细信息；

“**Property SPV**” means the limited liability company in relation to each Property with the details set out in Schedule 5;

“**物业 SPV**”是指与每个财产有关的有限责任公司，其详细信息见附表（5）；*

“**Resolutions**” of each Property SPV attached hereto at Schedule 7;

“**决议**”是指附表（7）所附的每个财产 SPV 的数量；

“**Seller’s Account**” means the bank escrow account of the Seller with the following details:

“**卖方账户**”是指卖方的银行托管账户，具体内容如下

AED ACCOUNT 阿联酋迪拉姆的帐户

Account Name: **Mohammed Al Dahbashi**
Account Number: **3708209378502**
Bank: **Emirates Islamic Bank PJSC**
Branch Address: **Ground Floor, Al Kharbash Building, 335A, next to Shangrila Hotel, Sheikh Zayed Road, Dubai, UAE**
IBAN: **AE700340003708209378502**
SWIFT CODE: **MEBLAEADXXX**

USD ACCOUNT 美元的账户

Account Name: **Mohammed Al Dahbashi**
Account Number: **3708209378503**
Bank: **Emirates Islamic Bank PJSC**
Branch Address: **Ground Floor, Al Kharbash Building, 335A, next to Shangrila Hotel, Sheikh Zayed Road, Dubai, UAE**
IBAN: **AE430340003708209378503**
SWIFT CODE: **MEBLAEADXXX**

“**UAE**” means the United Arab Emirates.

“**阿联酋**”是指阿拉伯联合酋长国。

2. PURCHASE OFFER

2. 购买要约

At Completion (as defined below) the Seller agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, all of the Seller’s rights, title and interest in and to the relevant Equity Shares free and clear of any Encumbrances and subject to the terms and conditions of this Agreement.

在完成交易（定义见下文）时，卖方同意出售并转让给买方，而买方同意从卖方购买，卖方在相关股权股份和权益中享有的所有权利，所有权和权益免费且不存在任何产权负担，并受本协议条款和条件的约束。

3. PAYMENT OF THE PURCHASE PRICE; RETURN

3.1 The consideration for the purchase of the relevant Equity Shares shall be such amount set forth in Schedule 2 under the heading "Purchase Price" for such Property SPV (the "Purchase Price"). The Purchase Price shall be payable in accordance with the payment schedule in Schedule 6.

3.2 In consideration for payment of the relevant Purchase Price, from the date of receipt by the Seller of the entire Purchase Price in the Seller's Account, until the earlier of (a) the date the relevant Property is acquired by the relevant Property SPV (as shown in the title deed), and (b) termination of this Agreement (as applicable), the Seller shall pay to the Buyer a return on the Purchase Price for such Property SPV at a rate of 6% per annum (the "**Return**"). The Return shall be payable:

(a) in respect of a Property that is not an Off-Plan Property, at the date at which either (a) or (b), as the case may be, occurs; or

(b) in respect of a Property that is an Off-Plan Property, quarterly, in arrears from the date of this Agreement until either (a) or (b), as the case may be, occurs (pro rated for the final quarter).

3.3 If the Buyer fails to pay the relevant Purchase Price in accordance with the payment schedule set forth in Schedule 6, the Seller shall provide the Buyer with written notice informing it of the default and requiring it to remedy the default within five days of the date of the notice. If the Buyer fails to remedy its payment default within such prescribed period, then without prejudice to any of its rights and remedies against the Buyer, the Seller shall have the right to terminate this Agreement with respect to that Property or all Properties upon written notice to the Buyer and shall be entitled to retain all of the Purchase Price(s) paid up to such date for its own benefit and account.

3. 购买价格的支付；返回：

3.1 购买有关股权股份的对价应为附表（2）中规定的金额，在此类财产 SPV 的“购买价格”标题下的价格（“购买价格”）。购买价应按照附表（6）中的付款时间表支付。

3.2 在考虑支付相关购买价款，从收到的由整个购买价格的卖方在卖方的账户之日起，直至（A）相关财产（SPV）取得相关物业的日期（如所有权书所示）中的较早者为止，和本协议的（B）中终止（如适用），卖方应在每年（“返回”）6% 的税率缴纳给买方的购买价格为财产（SPV）回报。退货应支付：

(a) 就某物业是不是一个楼花的，在日期或者（A）或者（B），情况可能如此，发生；或者

(b) 对于属于计划外物业的物业，每季度，从该协议日期欠款直到或者（A）或者（B），视具体情况可能如此，发生（按最后一个季度计算）。

3.3 如果买方未能按照附表（6）中规定的付款时间表支付相关的采购价款，卖方应向买方提供书面通知，通知买方违约，并要求买方在通知之日起五天内补救违约。如果买方未能这样规定的期限内纠正其拖欠货款，然后在不损害其针对买方的任何权利和补救措施的情况下，卖方有权书面通知终止本协议相对于该财产或所有财产给买方的权利，并有权保留截至该日期为止已支付的所有购买价格，以用于自己的利益和帐户。

- 3.4 If the Buyer pays a Purchase Price, or any portion thereof, by way of credit card, the Buyer shall bear the charges imposed on the credit card payment in addition to the relevant Purchase Price (or portion thereof). Such fees are 2.25% of the relevant payment for credit cards issued in the UAE and 2.25% of the relevant payment for credit cards issued outside of the UAE.
- 3.4 如果买方支付购买价格，或其中任何部分，通过信用卡的方式，买方应承担信用卡付款所收取的费用，以及相关的购买价格（或其一部分）。此类费用是在阿拉伯联合酋长国发行的信用卡的相关付款的 2.25% 和在阿拉伯联合酋长国以外发行的信用卡的相关付款的 2.25%。

4. COMPLETION

(4) 完成：

- 4.1 Completion of the sale and purchase of the relevant Equity Shares will take place promptly following payment of the Purchase Price by the Buyer in full (“**Completion**”). Completion for each Property SPV shall take place at the relevant time on a standalone basis.
- 4.1 相关股权的出售和购买完成将于及时，买方全额支付了购买价之后（“完成”）。每个财产（SPV）的完成应在独立的基础上的相关时间进行

4.2 At Completion:

4.2 完成时

- (a) the Seller shall date and release the relevant Transfer Instrument (as defined below);
- (a) 卖方应日期和发布相关的转让工具（定义如下）；
- (b) the Seller shall file all relevant documents with the Registrar of Companies in the ADGM to register the transfer of the relevant Equity Shares to the Buyer; and
- (b) 卖方应向（ADGM）中的公司注册处处长提交所有相关文件，注册相关的股权给买方的转让；和
- (c) the Seller shall, within 14 days of the date of Completion, provide to the Buyer a share certificate evidencing the transfer of the relevant Equity Shares to the Buyer.
- (c) 卖方应，在完成日期后的 14 天内，向买方提供证明其已将相关股权转让给买方的股票证书。

5. DELIVERY OF DOCUMENTATION

5. 交付了文件

- 5.1 On the date hereof, the Buyer has delivered to the Seller the following signed documentation (the “**Closing Documents**”):
- 5.1 在此日期，买方已将以下已签署的文件（以下简称“**结案文件**”）交付给卖方：
- (a) a share transfer instrument in respect of the sale and transfer of each of the Equity Shares to the Buyer in the form provided by the Seller (the “**Transfer Instrument**”); and
- (a) 关于每个所述权益股的出售和转让的份额转移工具，以卖方提供的表格形式提供给买方（“转移工具”）；和

(b) a signed copy of the Resolutions for each Property SPV.

(b) 每个财产（SPV）的已经签名决议副本。

5.2 The Buyer authorises the Seller to release the (a) relevant Transfer Instrument at the relevant Completion, and (b) the relevant Resolutions on the relevant Full Subscription Date.

5.2 买方授权卖方在相关完成时发布（A）相关转让工具，和（B）在有关的完整认购日期的相关决议。

5.3 Until the Full Subscription Date, the Buyer agrees not to take any action to change the composition of the board of directors of the relevant Property SPV.

5.3 直到完整的订阅日期，买方同意不采取任何行动来改变相关的财产（SPV）的董事会的组成。

6. CLOSING OF THE PURCHASE OF THE PROPERTY

6. 结束财产购买

6.1 Following (a) the relevant Full Subscription Date in the case of a non-Off-Plan Property, and (b) the relevant Handover Date, in the case of an Off-Plan Property, the Seller, in accordance with and pursuant to the relevant Resolutions and the relevant Power of Attorney shall, as soon as practicable, for and on behalf of the relevant Property SPV, consummate the acquisition of the relevant Property in the name of the relevant Property SPV.

6.1 对于非计划中的物业，在（A）相关的完整认购日期之后，和（B）如果是计划外的物业，则相关的移交日期，卖方按照并依照有关决议和而有关的授权书，在切实可行的范围内，并代表有关的财产（SPV）的，以相关财产（SPV）的名义完成对相关财产的收购。

6.2 The Seller shall have no liability in respect of the consummation of the purchase of a Property if the Buyer, and the buyers under other purchase agreements in relation to the Property SPV for such Property, have not provided the relevant KYC and information in order for the Seller to consummate the purchase of the relevant Property or have hindered such acquisition.

6.2 如果买方完成以下事项，则卖方对购买物业不承担任何责任，以及买方根据与该等物业的财产（SPV）有关的其他购买协议，尚未提供相关的（KYC）和信息以使卖方完成对相关财产的购买或阻碍了此类收购。

6.3 The Buyer shall provide all assistance as requested by the Seller and sign any documents and instruments necessary or desirable to consummate the purchase of each Property.

6.3 买方应卖方要求提供所有协助，并签署完善每个物业所需的或必要的任何文件和工具。

6.4 If the acquisition of a Property is not consummated within six months of (a) the Full Subscription Date in the case of a non-Off-Plan Property in relation to the relevant Property SPV, or (b) the Handover Date in the case of an Off-Plan Property in relation to the relevant Property SPV, the Buyer shall have the right to require that the Seller purchase the relevant Equity Shares from the Buyer for an amount equal to the applicable Purchase Price for those Equity Shares with all accrued and unpaid Return thereon at such time,

6.4 如果在与相关财产（SPV）有关的非计划性物业的情况下（A）完整认购日期之后的六个月内未完成对物业的收购，或者（B）与相关财产（SPV）有关的计划外物业的移交日期，买方有权要求卖方以相当于这些股权的适用购买价格从买方购买相关股权，并在该时间上应计所有未偿还的回报，除非因买方的过错而未能完

except that such Return shall be deemed waived if the failure to consummate the acquisition of the relevant Property was caused by the fault of the Buyer, and in such cases the Seller shall be entitled to deduct its costs and expenses incurred in connection with the entry into this Agreement and carrying its obligations hereunder.

6.5 If a Property is an Off-Plan Property, in order to provide security to the Buyer regarding payment of the payment of the Return for such Property, the Seller shall, at the election of the Buyer, provide the Buyer with (a) post-dated cheques (dated on each relevant Return payment date), or (b) wire transfer confirmations (dated on each relevant Return payment date), in each case from the date of this Agreement to the proposed Handover Date of the relevant Property in respect of the Return payments that the Buyer is due to receive.

7. BUY-BACK GUARANTEE

7.1 The Buyer shall have the right (but not the obligation) exercisable in his/her sole discretion to require that the Seller acquires from the Buyer such percentage of the Equity Shares, at such times, and at such price, as set out as follows (the “Buy-Back Right”).

成对相关财产的收购，否则该退货应被视为放弃，在这种情况下，卖方有权扣除与签订本协议有关并履行本协议义务而发生的费用和开支。

6.5 如果某财产是非计划财产，为了向买方提供有关支付此类财产的退货款的担保，卖方应在买方选择的情况下向买方提供（A）过期支票（日期在每个相关的退货付款日期），或者（B）电汇确认书（日期在每个相关的退还付款日期），在每种情况下，从本协议之日起至有关财产应与买方应收取的退货款有关的拟议移交日期。

7. 回购保证

7.1 买方有权单方面行使权利（但没有义务），要求卖方从买方获得该百分比的股权，在这样的时候，以这样的价格，如下所述（以下简称“回购权”）。

Buy-Back Right Timing (Anniversary of the Completion) { 回购权正确时机 (完成周年纪念日) }	Percentage of Equity Shares Subject to the Buy-Back Right { 受回购权所受的股权比例 }:	Purchase Price Payable (as a percentage of the Purchase Price) { 应付采购价 (按购买价格的百分比) }
6 th Anniversary (第六周年纪念日)	50 %	50 %
7 th Anniversary (第七周年纪念日)	58 %	58 %
8 th Anniversary (第八周年纪念日)	66 %	66 %
9 th Anniversary (第九周年纪念日)	74 %	74 %
10 th Anniversary (第十周年纪念日)	82 %	82 %
11 th Anniversary (第十一周年纪念日)	90 %	90 %
12 th Anniversary (第十二周年纪念日)	100 %	100 %

In each case the price payable for the relevant Equity Shares shall be less the Buyer’s pro rata share of any liabilities of the relevant Property SPV that exist at such time.

在每种情况下，相关权益股份的应付价格应减去买方在当时存在的相关财产（SPV）的任何负债中所占的比例。

- 7.2 The Buy-Back Right shall be exercisable only once and if not exercised at the relevant time set out in clause 7.3, shall lapse. For the avoidance of doubt, the Buy-Back Right shall be applicable to each Property SPV individually if this Agreement applies to more than one Property.
- 7.2 回购权只能行使一次，如未在第 7.3 条所规定的相关时间行使，则该回购权将失效。为避免疑问，如果本协议适用于多个财产，则回购权应分别适用于每个财产（SPV）。
- 7.3 The Buyer may exercise the Buy-Back Right by giving an irrevocable written notice to the Seller no later than three months prior to the date when the Buy-Back Right is exercisable (an “**Exercise Notice**”). Upon receipt of an Exercise Notice, promptly following the relevant anniversary of the date of the relevant Completion set out above, the parties shall promptly exercise all relevant instruments to transfer the relevant Equity Shares (or portion of the relevant Equity Shares, if applicable) from the Buyer to the Seller free and clear of all Encumbrances. Upon registration of the transfer of the relevant Equity Shares (or portion of the relevant Equity Shares, if applicable) to the Seller, the Seller shall pay the relevant purchase price to the account of the Buyer within 90 days of the relevant anniversary of the date of Completion.
- 7.3 买方可以通过向卖方发出不可撤销的书面通知来行使回购权，不迟于购回权可以行使的日期（“行使通知”）之前三个月。收到执行通知后，紧随上述相关完成日期的相关周年纪念日之后，请立即，订约各方应立即行使所有相关工具以转让相关股权，（或相关股权的一部分，如果适用），从买方到卖方免费清算所有抵押。登记有关股权（或相关股权的一部分，如适用）向卖方转让时，卖方应在完成日期的有关周年纪念日日起 90 天内将相关购买价格支付给买方帐户。
- 7.4 In order to secure payment of the Buy-Back Right, the Seller shall enter into an underwriting agreement, evidence of which shall be provided to the Buyer upon request.
- 7.4 为了保证回购权付款，卖方应签订承销协议，证据应要求提供给买方。
- 7.5 The Buy-Back Right shall lapse and no longer be exercisable in the event that the relevant Property is sold, assigned, mortgaged, or otherwise Encumbered, by the applicable Property SPV.
- 7.5 回购权在出售、转让、抵押相关财产时失效，不再可执行，或以其他方式妨碍，通过适用的财产（SPV）。
- 7.6 The Buy-Back Right will be properly recorded in the Seller’s financial statements, and constitute a liability and obligation of the Seller, until satisfied or terminated hereunder.
- 7.6 回购权将正确记录在卖方的财务报表中，并构成卖方的责任和义务，直到满意或根据本协议终止。

8. BUYER REPRESENTATIONS AND WARRANTIES

- 8.1 The Buyer hereby represents and warrants to the Seller that each representation and warranty contained in Schedule 1 is, in respect of each Property SPV, true, accurate and not misleading on the date of this Agreement and on the date that Completion for the relevant Equity Shares takes place.
- 8.1 买方特此声明并向卖方保证，附表（1）中包含的每项声明和保证均为，对于每个财产（SPV），在本协议签订之日均真实，准确且无误导，以及相关股权的完成之日。

8.2 Each representation and warranty contained in Schedule 1 or made in writing by the Buyer in connection with the transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the transfer of the Equity Shares to the Buyer.

9. SELLER REPRESENTATIONS AND WARRANTIES

9.1 The Seller represents and warrants to the Buyer that each of the following warranties in respect of each Property SPV is true, accurate and not misleading as at the date of this Agreement:

(a) Equity Shares

(i) The Equity Shares are sold free and clear of Encumbrances.

(ii) The total issued share capital in the relevant Property SPV is 1,000 shares, and on the Full Subscription Date in relation to such Property SPV there will be no more than 20 shareholders in each Property SPV

(b) Authority and Enforceability

It has the requisite power, authority, and legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by it, and, assuming the due authorisation, execution and delivery hereof and thereof by the other party, constitutes the valid and binding obligation of it, enforceable against the other party in accordance with its terms.

(c) No Conflicts; Consents

8.2 附表 (1) 中包含的每个陈述和保修, 或由买方以书面形式制作, 与本协议所设想的交易有关, 应在本协议的执行和交付中存活下来, 并将股权转让给买方。

9. 卖方代表和保证

9.1 卖方向买方代表并保证, 对于每项财产 (SPV) 的以下保证都真实、准确且不具有误导性, 且截至本协议的日期:

(a) 股权股份

(i) 股权股份是免费出售的, 没有产权负担。

(ii) 相关财产 (SPV) 中的已发行股本总数为 1,000 股, 且在与此类财产 (SPV) 相关的完整认购日期, 每个财产 (SPV) 中的股东不得超过 20 名。

(b) 权限和可执行性

它拥有执行和交付本协议以及完成本协议所设想的交易的必要权力, 权威和法律能力。本协议已由其妥善执行并交付, 并且, 假设另一方在此及其提供适当授权、执行和交付, 构成其有效和具有约束力的义务, 可根据其条款对另一方强制执行。

(C) 没有冲突; 同意书

Neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by it will result in the violation or termination of or default under or in any way conflicts with:

(i) any applicable law or permit; or

(ii) its constitutional documents.

9.2 The Seller shall not make any amendments to any Agreement to Lease or Articles, except as approved by the Property SPV relevant thereto following the applicable Full Subscription Date.

10. CONFIDENTIALITY

10.1 No party shall make or permit any person connected with it to make any announcement concerning this Agreement or any ancillary matter except as required by law or any competent regulatory body or with the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

10.2 For the purposes of this clause “**Confidential Information**” means all information of a confidential and proprietary nature disclosed by whatever means by one party (the “**Disclosing Party**”) to any other party (the “**Receiving Party**”).

10.3 Each party undertakes to keep the Confidential Information confidential and not disclose it to any person, other than as permitted under this clause and except (a) as required by any law or by regulation, or (b) as required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.

10.4 The Seller may disclose Confidential Information relating to the sale and purchase contemplated hereunder for its internal and external reporting purposes, provided that it shall not disclose the identity of the Buyer except with prior written approval of the Buyer.

既不签订，不交付本协议，也不完成本协议项下拟进行的交易，将导致违反或终止或违约，或以任何方式与以下情况发生冲突：

(i) 任何适用的法律或许可；或者

(ii) 其宪法文件。

9.2 卖方不得对任何租赁协议或条款进行任何修改，除非在适用的完整订阅日期之后获得相关财产 (SPV) 的批准。

10. 机密性

10.1 任何一方不得作出或允许任何与本协议有关的人就本协议作出任何公告，或任何附属事项，除非法律或任何主管监管机构要求或事先得到另一方的书面批准，不得无理地扣留或延迟这种批准。

10.2 就本条款而言，“机密性信息”是指机密信息的所有信息，一方（以下简称“**披露方**”）以任何手段向任何其他方（以下简称“**接收方**”）披露的专有性质。

10.3 每一方承诺对机密信息保密，并且不会将其透露给任何人，除本条款所允许的以外，以及任何法律或条例要求的（A）除外，或者（B）任何有管辖权的法院或任何主管司法、政府、监督或监管机构的要求。

10.4 卖方可以出于内部和外部报告目的披露与本协议项下拟进行的销售和购买有关的机密信息，但除非获得买方的事先书面批准，否则不得透露买方的身份。

11. INFORMATION REQUIREMENTS

11.1 The Buyer shall provide certain information and documents to the Seller as requested by it in relation to KYC and AML requirements, including, but not limited to, the information and documents listed in Schedule 3 (“KYC”). The Buyer understands and accepts that if the Seller does not receive satisfactory KYC, it shall have the right to terminate this Agreement. The Buyer understands that enhanced due diligence may need to be undertaken where the Buyer is a senior political figure, or an immediate family member or close associate of a senior political figure or acting on behalf of a senior political figure. The Seller reserves the right, at any time, to request such additional information as is necessary to verify the identity of the Buyer and to effect the purchase of a Property by the relevant Property SPV. The Seller may disclose and transfer such information to the auditors, including any of its employees, officers, directors and agents and/or to the ultimate holding or affiliates or to any third party employed to provide administrative, legal, computer or other service or facilities to any person to whom data is provided or may be transferred as aforesaid and/or to any regulatory authority entitled thereto by law or regulation (whether statutory or not), which persons may be persons outside the ADGM and the UAE.

11.2 The Buyer shall provide all relevant assistance and sign any documentation or instruments required and requested by the Seller in order for the Seller to consummate the acquisition of each Property for and on behalf of the relevant Property SPV

12. MISCELLANEOUS

12.1 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

12.2 The liability of the Seller under this Agreement, except in respect of fraud or fraudulent

11. 信息的要求

11.1 买方应根据其要求向卖方提供有关 (KYC) 和 (AML) 要求的某些信息和文件, 包括但不限于附表 (3) (“KYC”) 中列出的信息和文件。
。 买方理解并接受, 如果卖方没有收到令人满意的 (KYC), 它有权终止本协议。
买方了解, 如果买方是高级政治人物, 则可能需要加强尽职调查, 或高级政治人物的直系亲属或亲密伙伴, 或代表高级政治人物行事。卖方保留权利, 在任何时间, 要求提供必要的其他信息, 以验证买方的身份并通过相关的财产 (SPV) 进行房地产购买。卖方可以将此类信息披露并转移给审核员, 包括其任何雇员、人员、董事和代理人, 以及/或最终控股人或关联公司, 或任何受雇于提供行政、法律, 计算机的任何第三方, 或其他服务或设施, 以提供给任何数据的任何人, 或可传输为上述和/或法律或法规有权授予的任何监管机构 (无论是否为法定), 哪些人可能是 (ADGM) 和阿拉伯联合酋长国以外的人。

11.2 买方应提供所有相关协助, 并签署任何需要和要求的文件或工具通过卖方, 卖方为了使卖方以相关财产 (SPV) 的名义完成对每个财产的收购。

12. 杂项

12.1 本协议的任何终止 (无论发生什么情况) 均不影响任何一方的任何应计权利或者负债, 也不会影响本协议任何明确规定的生效或者持续生效, 或者暗示意图在终止或者终止后生效或者继续生效。

12.2 卖方根据本协议承担的责任, 除非欺诈或欺诈性虚假陈述外, 不得超过购买价格。

misrepresentation, shall not exceed the Purchase Price.

12.3 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions of this Agreement and the remainder of the affected provision.

12.4 This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, supersedes all previous agreements and understandings between the parties with respect thereto. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are by this Agreement excluded to the fullest extent permitted by law. Nothing in this Agreement shall be read or construed as excluding any liability or remedy as a result of fraud.

12.5 If this Agreement applies to more than one Property, it is intended that the acquisition of Equity Shares in each Property SPV relating to each Property is to be treated as individual acquisitions, except where expressly stated otherwise in this Agreement.

13. NOTICES AND SERVICE

13.1 Any notice or other communication to be given under or in connection with this Agreement shall be in the English language in writing and signed by or on behalf of the party giving it and marked for the attention of the other party. A notice may be delivered personally, sent by email or international courier to the address provided in the preamble (or such other address notified from time to time).

13.2 A notice shall be deemed to have been received:

- (a) at the time of delivery if delivered personally or if sent by email; or

12.3 如果本协议的任何规定被任何法院或者其他主管当局认为无效或者无法执行的，则由任何法院或者其他主管当局持有，本协议对于本协议的其他条款和受影响条款的其余部分仍然有效。

12.4 本协议包含双方就本协议主题事项达成的全部协议，取代双方之间关于它的所有先前的协议和谅解。每一方都承认，在签订本协议时，除本协议中明确规定外，否则它不会基于任何陈述，担保或者其他条款，也不会依赖这些陈述，担保或者其他条款，并且本协议在法律允许的最大范围内排除成文法或普通法所隐含的所有条件，保证或者其他条款。本协议中的任何内容均不得被理解或者解释为排除因欺诈而承担的任何责任或者补救措施。

12.5 如果本协议适用于多个财产，打算将与每个房地产相关的每个财产（SPV）中的股权购买视为单独收购，除本协议另有明确规定的地方。

13. 通知和服务

13.1. 根据本协议或者与本协议有关的任何通知或者其他通信应以英文形式提供书面声明，并由给予该当事方的一方或者由其签字，并标明以引起另一方的注意。通知可以亲自送达，通过电子邮件或国际快递发送到序言中提供的地址，（或者不时通知的其他地址）。

13.2. 通知书应被视为已收到

- (a) 在交付时，如果是亲自交付或者通过电子邮件发送；或者

(b) three working days after the time and date of posting if sent by international courier, provided that if deemed receipt of any notice occurs after 6.00 p.m. or is not on a working day, deemed receipt of the notice shall be 9.00 a.m. on the next working. References to time in this clause are to local time and working days in the country of the addressee.

(b) 如果是国际快递公司寄出，则在过帐的时间和日期后三个工作日，前提是，如果视为收到任何通知，则在下午 6:00 之后发生，或不在工作日，视为收到通知的时间为下一次工作的上午 9:00。本条款中提到的时间是指收件人所在国家/地区的当地时间和工作日。

14. ASSIGNMENT

The rights and benefits of each party under this Agreement may not be assigned without the prior written consent of the other party, provided that the Buyer shall be entitled to assign its rights under clause 7 to any person that it transfers the Equity Shares subject to the Buyer having received KYC regarding such proposed purchaser and being satisfied with the identity of the proposed purchaser.

14. 分配

未经另一方事先书面同意，不得分配本协议规定每一方的权利和利益，前提是买方有权根据第 7 条将其权利转让给任何在其接受了 (KYC) 约束的情况下转让股权的人，关于该提议的购买者，并对提议的购买者的身份感到满意。

15. GOVERNING LAW AND JURISDICTION

15. 管辖法律和管辖权

15.1 This Agreement, any non-contractual obligations arising out of or in connection with it and the arbitration agreement set forth in this clause, shall be governed by, and construed in accordance with, the laws of the ADGM.

15.1 因本协议引起的或者与本协议相关的任何非合同义务以及本条款中规定的仲裁协议，应受 (ADGM) 法律的管辖并根据其解释。

15.2 Any dispute shall be referred to and finally resolved by arbitration under the DIFC-LCIA Arbitration Rules, as amended from time to time (the “Rules”). The Rules are incorporated by reference into this clause. The number of arbitrators shall be one appointed in accordance with the Rules. The seat or legal place of, and the physical venue for, the arbitration shall be Dubai International Financial Centre, Dubai, United Arab Emirates. The language used in the arbitral proceedings shall be English. Notwithstanding any provision to the contrary in the Rules, the Parties agree that any arbitrator (including the presiding arbitrator) may have the same nationality as any party to the arbitration.

15.2 任何争议均应根据 (DIFC-LCIA) 仲裁规则进行仲裁并最终通过仲裁解决，经不时修订 (以下简称“规则”)。该《规则》通过引用并入本条款。仲裁员应为根据本《规则》任命的一名。仲裁的所在地或法定地点以及实际地点应为迪拜国迪拜，阿拉伯联合酋长国。仲裁程序中使用的语言应为英语。尽管《规则》中有任何相反的规定，但当事各方同意，任何仲裁员，(包括首席仲裁员)，可以与仲裁的任何一方具有相同的国籍。

16. LANGUAGE

If this Agreement is executed in dual languages, the language of this Agreement and the transactions envisaged by it is English and all notices to be given in connection with this Agreement must be in English. All demands, requests, statements, certificates or other documents or communications to be provided in connection with this Agreement and the transactions envisaged by it must be in English or accompanied by a certified English translation; in this case, the English translation prevails unless the document or communication is a statutory or other official document or communication. In the event of any conflict or discrepancy between the English and Arabic versions of this Agreement, the English version of this Agreement shall prevail.

16. 语言

如果本协议以双重语言执行，本协议的语言及其所设想的交易为英文，与本协议有关的所有通知均必须为英文。

与本协议及其所设想的交易有关的所有要求，要求，声明，证书或其他文件或通信及其所设想的交易必须以英文提供，或附有经认证的英文译文；在这种情况下，英文翻译以英文翻译为准，除非文件或来文是法定文件或其他官方文件或通信。

如果本协议的英文版和阿拉伯文版本之间存在任何冲突或差异，以本协议的英文版本为准。

IN WITNESS WHEREOF each party has executed this Agreement on the date hereof.

双方已于本协议签署之日起执行本协议，以昭信守

ASPECTUS SECURE CAPITAL BUY)
AND SELL REAL ESTATE LLC)
)

Name: _____
Title: CEO

名称: _____
职务: 首席执行官

Buyer's Name)
{买方名称})
)

SCHEDULE 1

附表 1

REPRESENTATIONS AND WARRANTIES

陈述和保

1. The Buyer has received, carefully read and understands the Information Pack, this Agreement, the Resolutions, the Transfer Instrument, Articles, and Power of Attorney, (the “**Suite of Documents**”) and that, in making its decision to acquire the Equity Shares the Buyer has relied solely upon the Suite of Documents and any independent investigations made by the Buyer. The Buyer is not relying on the Seller for any tax, legal or financial advice in respect of the acquisition of the Equity Shares.
 2. The Buyer has reviewed the Suite of Documents with such financial, business, legal and tax advisors as it has deemed necessary, and has determined that the acquisition of the Equity Shares is suitable in light of his/her financial condition and risk preferences.
 3. The Buyer has the requisite power and authority to execute this Agreement and to purchase and hold the Equity Shares.
 4. The Agreement when executed will be a valid and binding obligation of the Buyer enforceable in accordance with its terms under the laws and regulations, except insofar as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditors’ rights or general principles of equity.
 5. The Purchase Price paid to the Seller under this Agreement, do not derive from any unlawful activities under applicable anti-money laundering or anti-corruption legislation.
 6. The Buyer will provide additional documentation and information at any time to verify identity if requested by the Seller in accordance with the requirements, present or future, of applicable anti-money laundering legislation, the policies and procedures of the Seller, the policies and regulations of the
1. 买方已收到，仔细阅读并了解信息包，本协议，决议，转让文书，条款和授权书，（以下简称“文档套件”）和，在做出购买股权的决定时，买方完全依赖于文件套件以及买方进行的任何独立调查。买方在收购股权方面不依赖卖方提供任何税务，法律或财务建议。
 2. 买方已审核了文件套件，并配有财务、业务、法律和税务顾问，如其认为必要，并已确定根据其财务状况和风险偏好，收购股权是合适的。
 3. 买方拥有执行本协议以及购买和持有股权的必要权力和权力。
 4. 协议一经执行，将是买方根据法律和法规条款可强制执行的有效且具有约束力的义务，除非执行可能受到破产，破产或其他与债权人权利或一般权益原则有关或影响债权人权利执行的法律限制。
 5. 根据本协议支付给卖方的购买价格，根据适用的反洗钱或反腐败立法，不得从任何非法活动中衍生。
 6. 如果卖方根据适用的反洗钱立法的要求（目前或将来）要求，买方将随时提供额外的文件和信息，以验证身份，卖方的政策和程序、经济合作与发展组织的政策和条例，以及其中的任何规则和条例，或要求，在 ADGM

Organisation for Economic Cooperation and Development, and any rules and regulations thereunder, or the requirements in the ADGM, UAE or of any other jurisdiction whose regulations apply to the Seller, or which is otherwise deemed desirable by the Seller. The Buyer hereby represents that all documentation it provides to the Seller is true, complete and accurate.

、阿联酋或任何其他司法管辖区，其法规适用于卖方，或者卖方认为其他司法管辖区是可取的。买方特此声明，它向卖方提供的所有文件都是真实、完整和准确的。

7 The Buyer understands that enhanced due diligence may need to be undertaken, and the Seller reserves the right to decline the subscription, where the Buyer is a senior political figure, or an immediate family member or close associate of a senior political figure, or acting on behalf of a senior political figure.

7. 买方明白，可能需要加强尽职调查，卖方保留拒绝订阅的权利，买方是高级政治人物，或高级政治人物的直系亲属或亲密伙伴，或代表高级政治人物行事。

8. The information provided in Schedule 2 and provided pursuant to Schedule 3 is true, accurate and complete.

8. 附表（2）提供并根据附表（3）提供的信息是真实，准确和完整的。

9. The Buyer expressly agrees and acknowledges that if he/she defaults in making any payment of the Purchase Price when due, the Seller has the right to terminate this Agreement and retain all or any portion of the Purchase Price paid to date.

9. 买方明确表示同意并承认，如果他/她拖欠任何支付购买价格时到期，卖方有权终止本协议，并保留迄今支付的购买价款的全部或任何部分。

I acknowledge and agree that I have read and understand the above representations and warranties

我承认并同意，我已阅读并理解上述陈述和保证。

.....
Name:

.....
名称：

.....
Signature:

.....
签名：

SCHEDULE 2
BUYER DETAILS

附表 2

买方的详情

Full Name: (全名) :	[]
Passport No. / Emirates ID No.: 护照号码/阿联酋航空身份证号码:	[]
Percentage of Equity Shares: 股权股份数量:	[]
Purchase Price: 购买价格:	USD [] / AED []
Current Address: 当前地址 (不是邮政信箱)	[]
Email Address: 电子邮件地址:	[]
Date of Birth: 出生日期:	[]
Place of Birth: 出生地点:	[]
Nationality: 国籍	[]

SCHEDULE 3

附表 (3)

ANTI-MONEY LAUNDERING

反洗钱

DUE DILIGENCE AND IDENTITY VERIFICATION REQUIREMENTS

尽职调查和身份验证要求

The Buyer is required to provide the following identification documents to verify its identity:

买方必须提供以下身份证明文件以验证其身份：

1. a certified passport copy
2. a certified copy of an original recent (i.e. no more than six months old) utility bill or other form of proof of address showing the individual's name and home address

1. 经过认证的护照复印件。
2. 最近原始副本的认证副本，（即不超过六个月大），水电费账单或者显示个人姓名和家庭地址的邮寄地址证明的其他类型的证明。

All copy documents must be certified by a suitable certifier, which includes such professionals as an attorney, accountant, notary public, judge, real estate broker or professional, senior civil servant, government official or director or manager of a regulated credit or financial institution. The certifier should provide their name, signature, title, employer name or occupation and the date of certification. Preferably the certification should also read as *"This document is certified as a true and accurate copy of the original"*.

所有副本文件都必须经过合适的认证机构认证，其中包括律师，会计师，公证人，法官，房地产经纪人或专业人士等专业人士，高级公务员，政府官员或受监管的信贷或金融机构的董事或经理。

认证人应提供其姓名、签名、职称、雇主姓名或职业以及认证日期。

最好将证书也读为“本文档经认证为原始的真实，准确的副本”。

SCHEDULE 4
THE PROPERTY(IES)

附表 4
该财产

Sr No.	Property 财产名称	Unit / Villa No 单位号码/别墅号码	Street 街道	Area 地区	City/Region /Country 城市/地区/国家	Developer 开发人员	Proposed Handover Date (if applicable) 提议的移交日期 {如果适用}	Percentage of Equity Shares Purchased 购买的股权股份百分比
1	[]	[]	[]	[]	[]	[]	[]	[]

SCHEDULE 5

THE PROPERTY SPV(S)

附表 (5)
该财产 SPV (S)

Address: 地址	2428 ResCo-work03, 24, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, United Arab Emirates 第2428号, ResCo -工作第03号, 第24号, 阿尔-斯拉塔楼, 阿布扎比全球市场广场, 阿尔-玛丽亚岛, 阿拉伯联合酋长国。
Legal Form: 法律形式	Limited Liability Company 有限责任公司
Place of Incorporation: 注册成立地点	Abu Dhabi Global Market 阿布扎比全球市场
Director(s): 董事	Aspectus Secure Capital Buy and Sell Real Estate LLC & ASPECTUS 保证资本购买和销售房地产有限责任公司 CEO 首席执行官
Issued Share Capital: 已经发行股本	1,000 Equity shares 1000 股权股份
Shareholder: 股东	Aspectus Secure Capital Buy and Sell Real Estate LLC ASPECTUS 保证资本购买和销售房地产有限责任公司

Company Name 公司名称	Property Name 财产名称	Register No 注册号码	Date of Incorporation 注册成立日期	No of Share Purchased 购买的股票量
[]	[]	[]	[]	[]

SCHEDULE 6
PAYMENT SCHEDULE

附表 6
付款时间表

Sr No.	Payment Type 付款类型	Amount (in AED) 金额 (以阿联酋迪拉姆)	Amount (in USD) 金额 (以美元)	Percentage of Purchase Price 购买价格的百分比	Due Date 截止日期	Payment Method 付款方式
1	Reservation 保留	[]	[]	[]%	[]	CC / WT / CRYPTO
2	Balance 平衡	[]	[]	[]%	[]	CC / WT / CRYPTO
Total		[]	[]	[]%	[]	CC / WT / CRYPTO

SCHEDULE 7
RESOLUTIONS

附表 7
一些决议

**UNANIMOUS WRITTEN RESOLUTIONS OF
THE SHAREHOLDERS OF**

SPV COMPANY
(the “Company”)

Dated _____

SPV 有限公司股东的一致书面决议

SPV COMPANY
(以下简称“公司”)

_____ 注明日期

We the undersigned being all the (the 'Shareholders') of the Company, a special purpose vehicle organised and existing under the laws of Abu Dhabi Global Market, having its registered address at 2428 ResCo-work03, 24, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates (the '**Company**') consent to the passing of the following resolutions by unanimous written resolution

我们，签名人是本公司的所有股东（以下简称“股东”），是一种特殊目的的机构，根据阿布扎比全球市场法律组织和存在，有其注册地址为：第 2428 号，ResCo -工作第 03 号，第 24 号，阿尔-斯拉塔楼，阿布扎比全球市场广场，阿尔-玛丽亚岛，阿拉伯联合酋长国，（以下简称“公司”），同意以一致的书面决议通过以下决议：

RATIFICATION AND APPROVAL OF AGREEMENTS

协议的批准和同意

NOTED, that the Company has entered into that certain (a) agreement to purchase a property, with such details as per Schedule 4 of the Equity Shares Purchase Agreements (entered into between Aspectus Secure Capital Buy and Sell Real Estate LLC and each Shareholder), in connection with the acquisition of a property in Dubai ('**Property**'). (b) agreement to lease with Aspectus Secure Capital Buy and Real Estate LLC, in connection with the lease of the Property, and (c) power of attorney granted in favour of certain persons to consummate the acquisition of the Property (collectively, the "**Documents**").

已注意到，本公司已订立该 (a) 项购买物业的协议，并载有权益股份购买协议（由 Aspectus Secure Capital Buy and Sell Real Estate LLC 与各股东订立）附表 4 所载的详情，与收购迪拜的一家房产（房产）有关。(b) 与 Aspectus Secure Capital Buy and Real Estate LLC 就该物业的租赁达成的租赁协议，以及 (c) 授予某些人以完成该物业的购置的委托书（统称为“文件”）。

NOTED, that {a} Aspectus Secure Capital Buy and Sell Real Estate LLC and (b) CEO, have been appointed as directors of the Company ('the Directors').

注意到，(a) ASPECTUS 保证资本购买和销售房地产有限责任公司，以及 (b) 首席执行官，已获委任为本公司董事（“董事”）。

RESOLVED, that the entry into the Documents and actions to be carried out thereunder be and are hereby approved and ratified in their entirety

FURTHER RESOLVED, the appointment of the Directors be and is hereby approved and ratified.

GENERAL

RESOLVED, that the Directors are singly authorised, empowered and directed for and on behalf and in the name of the company, to execute and deliver such other agreements, certificates, instruments, notices and other documents, or to effect any necessary filings with any and all appropriate regulatory authorities, or to take such further actions, as may be required or as he deems necessary, advisable or proper in order to carry out the actions contemplated by and the purposes and intents of, the foregoing resolutions and giving effect to the Documents; all such agreements *or* filings to be executed or delivered in such a form, and all such actions, to be performed in such a manner, as the person executing, delivering or performing the same shall approve, the execution, delivery or performance thereof by him to be conclusive evidence of the approval thereof by the directors or such officer and by the Company.

FURTHER RESOLVED, that any and all acts and deeds of any directors or officers taken prior to the date hereof in order to carry out the intent and accomplish the purposes of the foregoing resolutions are hereby ratified, authorised, approved, adopted, and confirmed in all respects as the acts and deeds of the Company.

FURTHER RESOLVED, that these written resolutions may be executed in any number of counterparts, and by the directors on separate counterparts, and each counterpart shall constitute an original of these written resolutions, but together the counterparts shall constitute on document.

已经决议, 已进入文件并据此进行的行动已经获得, 并在此整体上得到批准和批准.

进一步决议, 董事的任命得到并特此批准.

一般:

已经决议, 由董事单独授权, 以公司的名义授权, 指示和代表, 公司进行了授权, 执行和交付此类其他协议、证书、文书、通知和其他文件, 或向任何及所有适当的监管机构提交任何必要的文件, 或采取此类进一步行动, 为了执行由以下人员考虑采取的行动而可能需要的或他认为必要的, 适当的或适当的, 及上述决议的目的和意图以及对这些文件的生效; 以此类形式执行或交付的所有此类协议或文件, 以及以这样的方式执行的所有此类行动, 作为执行、交付或执行相同人员, 应批准, 执行, 交付, 或他的表现, 作为董事或该官员及本公司批准该等文件的决定性证据。

进一步解决, 为了执行此意图在此日期之前采取的任何董事或高级职员的所有作为和作为, 并实现上述决议的目的, 特此批准、授权、批准、通过, 并确认为本公司的行为和行为。

进一步解决, 这些书面决议可以在任何数量的对等文件中执行, 并由董事在单独的对等文件中执行, 并且每个副本应构成这些书面决议的正本, 但对应方应共同在文件上构成。

.....
Name:

.....
名称:

.....
Signature:

.....
签名