





LOAN AGREEMENT

This Loan Agreement (this "Agreement") is made on July 10, 2017 by and among Mr. Xiangsheng Li (a HK resident with HK ID No. P160302(0), the "Lender") on the one hand, and Mr. Robert Hunter Biden (a USA resident with passport No. 554953051, "Mr. Biden"), Mr. Eric D. Schwerin (a USA resident with passport No. 472523370, "Mr. Schwerin"), and Skaneateles, LLC (a limited liability company registered under the laws of the District of Columbia, USA, "Skaneateles", together with Mr. Biden and Mr. Schwerin collectively referred to as the "Borrowers" and individually as a "Borrower") on the other hand.

WHEREAS:

- Bohai Harvest RST (Shanghai) Equity Investment Fund Management Co., Ltd is a company established in the People's Republic of China (registration number 310000400727130) with a registered capital of RMB30,000,000 ("BHR") on December 16, 2013 ("Registration Date"), of which Skaneateles subscribed to RMB3,000,000 ("Committed Capital") in return for 10% of equity interest in BHR (the "Equity Interest");
- As of the date hereof, Skaneateles has paid RMB1,987,104 of its Committed Capital, with RMB1,012,896 committed but which remains unpaid (the "Unpaid Capital");
- Pursuant the relevant provisions of the constitutional documents of BHR, the Committed Capital is required to be paid in full within two (2) years of BHR's Registration Date;
- 4. In order to comply with its commitments with respect to the payment of the Committed Capital, the Borrowers wish to borrow from the Lender and the Lender agrees to lend to the Borrowers a United States Dollar term loan, in accordance with and subject to the terms and conditions hereof.

NOW THEREFORE, the parties hereto agree as follows:

- Principal of the Loan: the Lender agrees to provide to the Borrowers and the Borrowers agree to accept from the Lender a term loan, in United States Dollars, an amount equivalent to the Unpaid Capital, being RMB1,012,896 (the "Loan").
- Joint and Several Liability: the Borrowers shall be jointly and severally liable for the obligations under this Agreement and each Borrower jointly and severally guarantees to the Lender the performance by each other Borrower of its obligations under this Agreement.







¥1,012,896(贷款)

2.连带责任:所有的借款人应对本协议承担连带责任。每一个借款人共同和分别向贷款人保证借款人相互履行本协议下的义务。

译注

李祥生



渤海产业投资基金管理有限公司

总经理兼投资决策委员会召集人

简介

李祥生先生现任渤海产业投资基金管理有限公司总经理,投资决策委员会召集人。

李祥生先生 2007 年加入渤海基金,此前曾担任香港百富勤融资公司董事、北京世纪飞虎技术公司总裁、华闻投资控股公司副总裁、麦格理







借贷协议

本借贷协议(以下简称"协议")于 2017 年 7 月 10 日(注册日期)由李祥生先生(香港居民, 其 ID 号为 P160302 (0),贷款方), 另一方由 Robert Hunter Biden(亨特.拜登,美国居民, 其护照号为:554953051,"拜登先生")以及 Eric D. Schwerin(埃里克. D. 什维林,美国居民, 其护照号为 472523370,"什维林"先生)以及 Skaneateles 有限公司(一个依据美国哥伦比亚区法律注册的有限责任公司,"斯卡尼阿特勒斯"与拜登先生,以及什维林先生统称为借款方,每一个个体都是单独的借款人)共同签署。

鉴于

1.渤海华美(上海)股权投资基金管理有限公司是2013年12月16日,在中华人民共和国成立的公司(注册号:







投资顾问(北京)有限公司董事总经理。李祥 生先生具有多年投资行业工作经历。现全面负 责公司的投资业务发展、管理工作。

李祥生先生于 1985 年毕业于南京大学物理系, 1986 年取得南京大学法学学士, 1991 年赴英 留学获得伦敦大学法学硕士。李先生拥有职业 律师资格。

工作履历

非公开

渤海华美(上海)股权投资基金管理有限公司 董事、总经理和投委会主席

2007年01月01日至今

渤海产业投资基金管理有限公司 总经理兼投资决策委员会召集人在职







310000400727130), 注册资本为三千万人 民币(简称"BHR")。斯卡尼阿特勒斯有限 公司出资了三百万人民币(承诺资本), 作 为回报获得 BHR10%的股权。(简称"股权")

- 2.在本文件拟定之时,作为承诺资本金,斯 卡尼阿特勒斯公司已经支付承诺资本人民 币¥1,987,104 元,尚未支付金额为人民币 ¥1,012,896 元。
- 3.根据 BHR 章程文件中的相关条款规定,承 诺资本金需要在以 BHR 公司注册日期起计 算的 2 年内完成支付。
- 4.为遵守承诺,借款人希望从贷款人处进行借款,贷款人根据本协议的条款和条件,同意向借款人提供美元定期贷款。

因而,多方在此同意

1.借贷的原则:贷款人同意贷款给借款人,借款人亦同意接受贷款人的定期美元贷款,其总额与未支付的承诺资本金额一致,人民币







相关资讯

渤海产业投资基金管理有限公司 CEO 李祥生

投资·2012年12月20日