

**SHAXIAN SANMING FUJIAN MAJOR INFRASTRUCTURE DEVELOPMENT
PROJECT**

福建三明市沙县重大基础设施开发项目

SOLAR AIR TRAIN AND INDUSTRIAL PARK INVESTMENT AGREEMENT

太阳能空中智能轨道及产业园投资协议

Intent: Deploy solar-powered mobility networks in Shaxian, Sanming City to lead the world to a sustainable economy and future.

协议目的: 在三明市沙县建设太阳能运输网络，引领世界永续性经济和未来发展。

甲方：沙县人民政府 Party A: People's government of Shaxian

乙方：（美国）捷帕斯有限责任公司 Party B: (USA) JPods LLC

This Agreement is made and entered into this 17th day of January, 2018 by and between: City Government of Shaxian, Sanming City in Fujian Province of China and JPods LLC, a company duly incorporated under the laws of United States. This agreement sets the terms and conditions between Shaxian, Sanming City and JPods LLC for construct JPods solar powered suspension Personal Rapid Transit (JPODS NETWORK) system in Shaxian, Sanming City.

本协议于 2018 年 1 月 17 日，由以下双方签署：中国福建省三明市沙县市政府和美国合法成立的捷帕斯责任有限公司。本协议系三明市沙县与捷帕斯为在三明市沙县建设捷帕斯太阳能悬挂个人捷运系统（以下简称“捷帕斯系统”）而设置的条款和条件。

Whereas, JPods has patented technology to build solar-powered mobility networks (JPODS NETWORKS); and,

鉴于：捷帕斯据有建造太阳能运输网络（以下简称“捷帕斯网络”）的专利技术；而且，

Whereas, “JPODS NETWORKS” are lightweight, efficient, convenient, energy efficient, quiet, no emissions, solar-powered, and high capacity; and,

鉴于：捷帕斯网络具有重量轻、高效率、便捷、节能，低噪音、无排放、太阳能驱动、运能高的特性；并且，

Whereas, “JPODS” accepts responsibility to design, engineer, fabricate, procure, construct, install, certify, and operate networks on a turnkey basis; and,

鉴于：捷帕斯承诺愿意对项目的设计、制造、采购、建设、安装、认证和运营该网络承担责任；并且，

Whereas, “**JPODS**” accepts responsibility for safety, operation, and certification within the ASTM International F24 standards for theme parks (communities designed for pedestrians) and alike Chinese standards; and,

鉴于：捷帕斯系统是按照 ASTM 主题公园 F24 国际标准（社区为行人而设计）负责安全、运营和认证；而且，

Whereas, “**JPODS**” accepts responsibility for building these networks over roads so the movement of people and cargo flows in an efficient, convenient, comfortable, and safe manner; and,

鉴于：捷帕斯愿意负责在现有道路之上建造空中网络，使乘客和货物运输得以高效、方便、舒适、安全的方式运行；而且，

Whereas the “**SHAXIAN, SANMING CITY**”, desires to have solar-powered sustainable mobility infrastructure; and,

鉴于：三明市沙县希望拥有太阳能驱动的永续性运输设施；而且，

Whereas the “**SHAXIAN, SANMING CITY**”, has sovereignty to grant Rights of Way (ROW) access within jurisdiction of “**SHAXIAN, SANMING CITY**”; and,

鉴于：三明市沙县在其辖区内有权授予道路使用权；

Now, therefore, “**SHAXIAN, SANMING CITY**” and “**JPODS, LLC**” agree to collaborate based on the premises and mutual promises contained herein:

于是现在，三明市沙县和捷帕斯责任有限公司同意按照本协议的条款承诺共同合作：

SECTION I. - DEFINITIONS

第一章 定义

The capitalized terms used but not otherwise defined in this Development Agreement shall have the following meanings and definitions:

此项目开发协议中，，大写加粗字体用词语具有以下含义和定义，除非语词另有定义：

- 1.1 CITY.** The City of Shaxian, Sanming City “**SHAXIAN, SANMING CITY**”, Province of Fujian, Country of China. Hereinafter referred to as “**CITY**”
城市：指中国福建省三明市沙县市，以下简称“城市”

1.2 CITY Utility System. Facilities used for providing related public utility service owned or operated by CITY or agency thereof, including sanitary sewer, storm sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

城市公用设施系统: 指城市或其代理拥有或运营的提供公用服务的设施, 包括污水管道、雨水管道、供水设施, 包括供热设施、照明设施或其他能源设施。

1.3 COMPANY. JPods LLC., a United States registered corporation, d/b/a JPods, its successors and assigns. Hereinafter JPods LLC is referred to as “COMPANY”.

公司: 指捷帕斯公司, 一家在美国注册的责任有限公司, 也称为捷帕斯、其继任单位和指定单位。捷帕斯以下称为“公司”。

1.4 Environmental Regulations. The CITY grants environmental approval for deployment of the Transportation Facilities based on:

环保规定: 指市政府根据交通设施的部署给予环境审批:

- Average energy efficiency of less than 186 watt-hours/passenger-km.
- 平均能效为每位乘客每公里低于 186 瓦时。
- No continuous disruption of the ground water flows.
- 供水系统不持续中断。
- No uniform linear barrier to the movement of people, animals or other modes of transportation.
- 人员、动物或其他运输方式的运动没有固定的线性障碍。

1.5 Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 9370 96th Street N, St Paul, MN 55401, USA. Notice to the CITY shall be mailed to No 2, FuXi Road, Government Building, Sanming, Fujian, China. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party. By mutual agreement, the parties may designate a third party web based documentation system with audit history to exchange formal documents and notices. By mutual agreement, the parties may designate third party web-based documentation system with audit history to exchange formal documents and notices.

通知: 指一方发给另一方的有关本条例一条或多条规定的书面通知。发给公司的通知应当邮寄给位于美国 (55401) 9370 96th Street N, St Paul, MN 55401 的总顾问。发给市政府的通知应当邮寄给位于中国福建省三明市沙县府西路 2 号政府大楼。一方可以为本条例的目的通过书面通知另一方的方式变更各自地址。经双方同意, 双方可以指定第三方的可记载查阅情况的网络文件系统交换正式的文书和通知。

1.5 Public Ground. Land owned by the CITY for park, open space or similar purpose, which is held for use in common by the public.

公共地面: 指城市所拥有的由公众共同使用的公园、空地等。

1.7 Public Way. The area on, over or below any street, alley, walkway, bikeway, public utility easement or other public right-of-way within the CITY in which the CITY has an interest.

公共通道: 指在城市区域内, 城市拥有权益的街道、胡同、走道、自行车道、公用设施管道或其他公共通道之上、上方或下方区域。

1.8 Safety Regulations. The ASTM International Technical Committee F24, and alike Chinese standards, shall be used to regulate JPODS NETWORKS because theme parks have a well establish tradition of design tailored to pedestrians, a safety record much better than roadway or light-rail transportation networks, an established commercial insurance, and an China enforcement inspection industry.

安全规定: 捷帕斯网络应该适用国际 ASTM 技术委员会 F24 标准, 和中国相似的标准。因为此标准有专为行人而做的非常成熟设计标准, 其安全记录比公路、轻轨交通网络更为安全, 并有成熟的商业保险安排并通过中国的安全评估。

1.9 Transportation Facilities. Transportation rails, towers, poles, lines, inhaul cable, brackets, conduits, solar-collection units, transportation energy distribution, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing transportation services for public use.

运输设施: 指由公司拥有或运作的为公众提供运输服务的轨道、塔站、立柱、线路、拉索、支架、导管、太阳能板、运输能源分布、固定装置, 以及为公共提供运输服务目的, 公司拥有或运营上必要的零配件。

2.0 “JPODS” Shall mean JPods LLC which has sole ownership and management rights to develop, build or construct Shaxian, Sanming City Infrastructure Project, a solar suspension JPODS NETWORKS system

捷帕斯: 指捷帕斯责任有限公司, 其已经以独有经营管理权的方式获得了开发、生产、建造三明市沙县基础建设项目(捷帕斯太阳能悬挂网络系统)的权利。

2.1 “Turnkey” Shall mean JPODS, its assignees and those contracted by JPODS/assignees, shall provide survey, planning, management, build, construct, costing and the final time and work schedules for the construction and completion of the project.

交钥匙: 指捷帕斯、其受托人, 以及捷帕斯或其受托人的分包商将为建设和完成该项目进行勘察、规划、管理、制造、建设、成本计算, 确定竣工日期和进度表。

2.2 “Engineer” Shall mean the person in-charge the management and supervision of the construction quality during the period of the construction appointed by the “JPODS” for the performance of the contract.

工程师: 指捷帕斯为履行合同指定的在建设期间对施工质量进行总体管理和监督的人。

2.3 “JPODS NETWORKS” Shall mean Solar Suspension Personal Rapid Transit system invented by JPods.

捷帕斯网络: 指捷帕斯发明和设计的太阳能悬挂个人捷运系统。

2.4 “Drawing” Shall mean all the drawing, cost, technical data provided by the “JPODS” according to the contract and all the drawing, cost, sample, design, model and the other similar quality technical data provided by the “SHAXIAN, SANMING CITY”.

图纸: 捷帕斯根据合同提供的所有图纸、成本计算、技术资料, 以及三明市沙县所提供的所有图纸、成本计算、样本、设计稿、模型, 以及其他类似的质量技术资料。

2.5 “Working Day” Shall mean the legal working days in China except National holidays.

工作日：指中国的法定工作日，不包括国家法定假期。

2.6 “Machinery & Equipment” Shall mean all construction plant, tools, earth moving equipment, carriage, concrete equipment, pilings, rigs, means of transport, plant and material storage and so on.

机器设备：指所有施工设备、工具、土方运输设备、车辆、混凝土设备、桩基、钻机、输送设备、车间和原料储藏室等。

2.7 “Instrument” Shall mean instrument and implement for survey, construction inspection, material inspection, experiment and so on.

仪器：指勘探、建设、检测、原料验收、实验等工作所用的仪器和工具。

2.8 “Feasibility Study Contract”: Shall mean a contract to cover the scope of the Feasibility study phase of the Projects.

可行性研究合同：指涵盖本项目可行性研究阶段所有内容的合同。

2.9 “General Development Contract” Shall mean the contract for the final design and construction phases of the Projects.

总开发合同：指本项目最终设计和施工阶段的合同。

3.0 “General Contractor” Shall mean a construction company, which experienced in railway, structural construction project, appointed by “JPODS” for the performance of any Project related to its experience.

总包商：指捷帕斯指定的在铁路、框架施工领域富有经验的施工公司，将进行与其经验相匹配的项目工作内容。

SECTION II. - PROJECTS SCOPE

第二章 项目范围

The contract scope and cost estimation of each phase for the suspension JPODS NETWORKS system infrastructure development projects located in the Shaxian, Sanming City are as follows:

位于三明市沙县的捷帕斯悬挂网络系统基础设施开发项目的合同范围的成本预算如下：

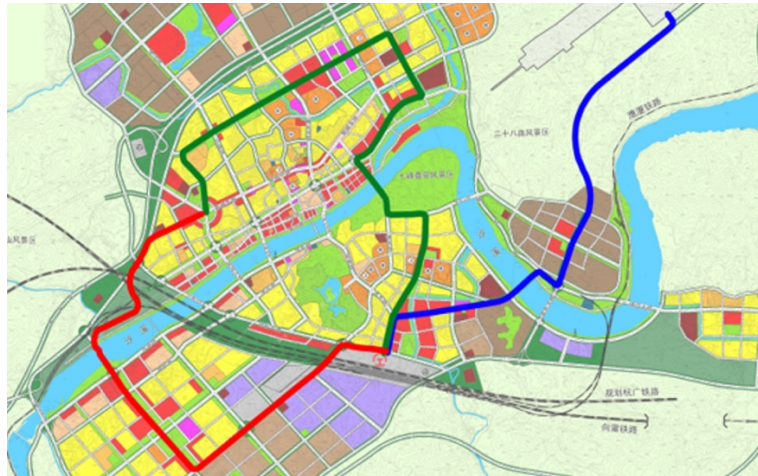
1. THREE SECTIONS OF CONSTRUCTION ROUTE:

三个建设路线段

Sanming Shaxian 3 section of construction planning map, first section in Green, second section in Red, Third

section in Blue

三明市沙县 3 段规划图，绿色第一段 红色第二段 蓝色第三段



First section about 9.7Km Pilot project, cost ¥1,164M (US178M)

第一段约 9.7 公里示范点，成本：1.78 亿美元/11.64 亿元人民币



Direction: Sanming North Station – Fenghuang Road – Jiahe Rd – Taihe Rd – Shaxian Dong Meng Bridge – Xianghe Rd – Xincheng E. R – Changxing Rd – Jinsha Rd – Funan Rd – Shaxian County Snack Culture City
三明北站起点——凤凰路——嘉禾路——泰和路——沙县东门大桥——祥和路——新城东路——长兴路——金沙路——富南路——沙县小吃文化城

2. Construction schedule and construction capital

(1) The project is expected to have 24 months to complete starting from this agreement signing date, party B is working on to have partial section completed by end of 2018.

(2) Party B is take all cost of construction.

2. 建设工期和建设费用

(1) 自本协议签订之日起计算，本项目的建设工期暂定 24 月。乙方力争本项目在 2018 年底部分阶段运营。

(2) 建设费用全部由乙方自行承担。

The second and third sections have much more complex landform, need further feasibility to continue.
第二、三阶段红色路段比较复杂等待定

SECTION III. ADOPTION OF FRANCHISE.

第三章 特许经营

3.1 Grant of Franchise. CITY hereby grants Company, for a period of 30 years from the date passed and approved by the CITY, the right to furnish rail-based transportation services for public and private use within and through the limits of the CITY as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Transportation Facilities in, on, over, under and across the Public Grounds and Public Ways of CITY, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the CITY pursuant to ordinance and to the further provisions of this franchise agreement.

特许经营权的授予：城市特此授予公司在城市境内或未来可能扩展的区域内为公众或私人提供轨道运输服务的权利，期限 30 年，自城市通过立项批准的日期起算。为了达到此目的，公司可以根据本条例的规定，在城市公共地面、公共通道及其之上和之下区域建设、运营、修理和维护运输设施。公司可以根据城市可能依据条例制定的合理规定和本特殊经营协议的进一步约定从事所有合理的为了实现该目的所必须的或常规的事宜。

3.2 Effective Date. Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The CITY, by Municipal Government resolution, may revoke this franchise agreement if Company does not file a written acceptance with the CITY within 90 days after publication.

生效日：书面接受。本特许经营协议自本条例通过、公司接受、被依法公告时起生效。如果公司未在公告之日起 90 日内将书面接受文件提交城市备案，城市可以通过市政府决议的方式取消该特许经营协议。

3.3 Service and Rates. The service to be provided and the rates to be charged by Company are to be low enough to encourage adoption of the transportation services and high enough to assure the profitable operation, maintenance, servicing of capital requirements and network expansion. Shall comply with China law.

服务与费率：公司所提供的服务和收费的费率应当适当，足以鼓励使用该运输服务，足以确保运营、维护获利，满足运营资本需求和网络扩展，该取费应该按中国法律得到核准。

3.4 Publication Expense. The expense of publication of this Ordinance will be paid by CITY and reimbursed to CITY by Company.

公告费用：本条例的公告费用由城市支付，由公司补偿给城市。

3.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the

written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

争议解决: 如果任何一方认为另一方在履行义务过程中违约, 该一方应当将违约情形和所需补救措施告知另一方。通知应当以书面形式。双方代表应当立即会晤, 诚信努力协商解决争议。如争议在书面通知后 30 日内不能解决, 双方可共同选择一名调解员进一步商谈。双方将均等分担该调解员的费用和支出。如果没有动用调解员, 或者调解员第一次会晤后 30 日内双方仍未能解决争议, 任何一方可以在区法院提起诉讼, 要求解释和执行该特许经营, 或者采取其他法律所允许的违约补救措施, 任何一方也可以采取法律所允许的其他任何措施。

SECTION IV. LOCATION, OTHER REGULATIONS.

第四章 定位、其他规定

4.1 Location of Facilities. Transportation Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any CITY Utility System therein. Transportation Facilities shall be located on Public Grounds as determined by joint agreement between the CITY and JPODS. Company's construction, reconstruction, operation, repair, maintenance, power, power distribution, and location of Transportation Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the CITY to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Transportation Facilities in place, provided at the CITY's request, Company will seal tunnels, remove abandoned metal or concrete encased conduit interfering with a CITY improvement project, but only to the extent such Transportation Facilities are uncovered by excavation as part of the CITY improvement project within 4 months of abandonment.

设施定位: 运输设施的定位、施工和运营不应干扰公共通道日常使用与安全, 不应打断所在地城市公用系统的正常运营。运输设施在地面的定位应当由城市和捷帕斯共同协商确定。只要符合本特许经营协议的规定, 公司的施工、改造、运营、修理、维护、供电、配电和运输设施定位均应当按照城市单行条例的要求和其他合理规定得到许可。公司可以就地丢弃地下运输设施, 如城市要求, 公司和政府将负责填埋坑道、清理废弃金属或水泥管槽等恢复原样工作, 以免影响城市改善工程, 但仅限于在丢弃后四个月内因城市改善工程需要挖掘后发现的该类运输设施。

4.2 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the CITY, if required by a separate ordinance, for which the CITY may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the CITY where an emergency exists requiring the immediate repair of Transportation Facilities. In such event Company shall notify the CITY by telephone, email and/or the website deployed to coordinate with the office designated by the CITY as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

改变街道: 未经事先获得城市许可, 公司不应为了任何目的凿破公共地面或公共通道, 或者影响其使用, 如单行条例要求, 为此城市可以收取合理费用。给予公司许可所附加的条件不应比

类似设施或工程所附加的条件更加苛刻。然而，如发生紧急情况需要立即对运输设施进行修理，公司可以不经城市许可凿破公共地面或公共通道，中断其使用。在此情况下，公司应当尽早通过电话、邮件和（或）所定网址通知城市，与城市所指定的办公室进行协调。公司应当在其后的第二个工作日之前获得所需许可，并支付所需费用。

4.3 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way. Company shall restore the same including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter that are a consequence of Company actions, not to include consequences such as extreme weather, vandalism, other work by the CITY. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the CITY shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the CITY the cost of such work done for or performed by the CITY. This remedy shall be in addition to any other remedy available to the CITY for noncompliance with this Section 3.2, but the CITY hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the CITY, of a person or entity obtaining the CITY's permission to install, replace or maintain facilities in a Public Way.

恢复工程：公司应当将凿破的公共地面或公共通道在所涉工程完工后恢复至原有状况，包括铺设道路、加固地基，并确保道路在两年内处于良好状态，只要这些恢复工程系公司作业所引起，而非恶劣气候、故意破坏或城市的其他活动所导致。只要天气允许，恢复工程应当尽快完成。如果公司未能立即完工，搬走泥土、垃圾、设备和材料，公共地面和公共通道处于所述状态，城市在要求公司补救且经过一段期限（不超过五天）后，有权自行恢复，费用由公司承担。公司应当向城市支付该工程费用。本补救措施可以与违反第 3.2 条的补救措施同时执行，但城市不应根据城市现有或将有的单行条例要求公司缴纳施工履约保证金、提供保险证明、信用证或其他形式的担保，保证其他自然人或单位在公共通道上安装、更换或维护设施时获得城市的许可。

4.4 Avoid Damage to Transportation Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Transportation Facilities while performing any activity. No one except those authorized by contract by the Company to perform work on the Transportation Facilities may perform work on the Transportation Facilities. The CITY shall notify the Company in advance of any work being performed under its authority that could potentially destabilize any part of Public Ways and Public Grounds through which Transportation Facilities are deployed.

避免损坏运输设施：任何人在从事任何活动时未能尽合理注意，避免损坏运输设施所导致的责任，本条例无任何条款予以免除。任何人均不能在运输设施上作业，公司根据合同授权的除外。如城市的作业可能影响运输设施所处的公共通道和公共地面，城市应当事先通知公司。

4.5 Notice of Improvements. The CITY must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the CITY has reason to believe that Transportation Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are made, (iii) the extent of the improvements, (iv) the time when the CITY will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company in a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Transportation Facilities.

The Company shall provide the CITY notice of improvements within the CITY permitting process for structures that intersect Public Ways and Public Grounds. Company improvements to electronics, software, mechanics, and components of the Transportation Facilities maybe trade secrets of the Company, need not be disclosed and will be accounted for within the insurance, safety and operations documents of the Company.

改善通知：如城市有理由相信，公共地面或公共通道改善计划将影响到运输设施，或被其影响，城市必须将方案合理通知送达公司。通知内容应当包括：（1）改善的性质和特征；（2）改善工程所处的公共地面和公共通道；（3）工程大小；（4）开工时间；（5）如果涉及多个公共地面或公共通道，工程进展的顺序。通知应当提前足够的时间发给公司，以便公司能够对运输设施进行必要的添加、调整或修理。公司应当按照城市的许可程序向城市提供与公共通道和公共地面交叉的结构改进方案。公司对运输设施电子、软件、机械和零部件的改进方案可能为公司的商业秘密，无需披露，并将纳入保险范畴，视为公司的安全与运作文件。

4.6 Shared Use of Transportation Facilities. Company shall make space available on its Transportation Facilities for CITY fire, water utility, police or other CITY facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such Transportation Facilities by Company, shall be free of charge. The CITY shall pay for any added costs and reasonable profits incurred by Company because of such use by the CITY. To the extent practical and commercially viable the Company will allow use of Transportation Facilities to telephone, cable television, other forms of communication companies to Transportation Facilities at typical commercial rates. Company is free to implement agreements for non-interference use of its structures with the exception that advertising is within CITY codes.

共同使用运输设施：公司应当根据其接受的条款和条件在其运输设施为城市的消防、供水、警务或其他设施留有空间，只要使用这些设施不会影响公司对运输设施的使用，则不收取费用。如果因城市使用这些设施使得公司额外产生任何成本或产生对合理利润的影响，城市应当予以补偿。只要可行，公司将允许电话、电缆或其他通讯公司按照常规的价格使用运输设施。公司可以在使用其设施时自行执行相关协议，不受干扰，但广告行为应当受到城市法案的约束。

SECTION V. RELOCATIONS.

第五章 重新定位

5.1 Relocation of Transportation Facilities in Public Ways. If the CITY determines to vacate a Public Way for a CITY improvement project, or at CITY's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any CITY Utility System in any Public Way, it may order Company to relocate its Transportation Facilities located therein if relocation is reasonably necessary to accomplish the CITY's proposed public improvement. Company is authorized to use removable versions of its Transportation Facilities in initial deployments when ridership is uncertain or in areas where removal is likely. Except as provided in Section 4.3, Company shall relocate its Transportation Facilities at its own expense. The CITY shall give Company reasonable notice of plans to vacate for a CITY improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any CITY Utility System. If a relocation is ordered within ten years of a prior relocation of the same Transportation Facilities, which was made at Company expense, the CITY shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a CITY Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Transportation Facilities where such relocation, removal,

replacement or reconstruction is solely for the convenience of the CITY and is not reasonably necessary for the construction or reconstruction of a Public Way or CITY Utility System or other CITY improvement. If the CITY fails to complete proposed improvement within 3 years of relocation of Transportation Facilities, the Company may recover time and material costs of relocating Transportation Facilities from the CITY.

公共通道运输设施定位：如城市决定腾出某一公共通道以进行城市改进项目，或者城市出资对任何公共通道分级、重新分级、或线路变更，或者在任何公共通道上对城市公用系统进行施工、改造，城市可以责令公司对其中所涉及到的运输设施重新定位，但要求重新定位应合理必要，符合城市公用设施改进之目的。在运输设施运营初期，当客流量不确定，或在可能存在移迁的区域，应授权公司使用运输设施可拆卸版本。除第 4.3 节中规定外，公司应自己承担重新定位运输设施的费用。城市应送达公司有关城市改进项目，或者任何公共通道的分级、重新分级、线路变更，或者任何城市公用系统的施工或改造的所有计划的合理通知。如果是在先前的相同运输设施的重新定位的 10 年之内又被责令重新定位，且费用由公司承担的，则城市应依照时间和原料费用对公司按原价给予补偿，但若这种重新定位是出于城市公用系统延展到以前未覆盖到的区域之缘由，则可以要求公司自己承担重新定位的费用。如果重新定位、移迁、更换及改造仅鉴于城市方便之目的，而不是出于公共通道或城市公用系统施工或改造，或者其他城市改进的合理要求，则本条例中不应含有任何要求公司自己出资重新定位、移迁、更换及改造自己运输设施的规定。如果城市在运输设施重新定位 3 年内未能完成计划的改进项目，公司可以获得城市一方的时间和重新定位运输设施的原料费用的补偿。

5.2 Relocation of Transportation Facilities in Public Ground. CITY may require Company, at CITY's expense, to relocate or remove its Transportation Facilities from Public Ground upon a finding by CITY that the Transportation Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

公共地面上运输设施的重新定位：城市一旦发现，运输设施已经或将要对现有的或计划使用的公共地面形成实质的危害，城市可以要求公司，在城市承担费用条件下，对自己运输设施要重新定位或移迁。

5.3 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the CITY and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

不可取消放弃：本特许经营权之规定只适用于依照城市授予经营权所施建的设施，但在公司由地役权而获得的公司路权、或所适用的公共地面或公共通道建成以前的法定期限权、或按照国家许可所获得的公司其他权利的权限范围内，不应诠释为公司对设施装备所拥有的任何放弃或修改的权利。

SECTION VI. – RIGHTS AND OBLIGATIONS

第六章 权利和义务

1. **The Contents that Both Parties Should Strive for:** 协议双方都应遵守的内容：

1.1 On government regulation implementation: the project must conform to the industrial planning, land use planning and CITY planning, projects must comply with CITY investment policy.

履行政府法规: 本项目必须符合产业规划、土地利用规划以及城市规划, 所有项目必须符合城市投资政策。

1.2 The project involves with above street level air clearance to remove obstacles: The project involves the acquisition streetlights, signs, trees, construction land use rights shall comply with national regulations, and occupation of forestland must comply with the relevant statutory procedures and policies.

关于此项目涉及街面之上空间应清除的各类障碍物: 项目涉及清除路灯、标识、树木、及施工土地使用权需要均应符合国家规范。占用林地必须符合相关的法定程序和政策。

1.3 Regarding applicable incentive policies during the course of project implementation undertaking: this investment in environmental project shall enjoy preferential policies, also enjoy the national, provincial, CITY and county level applicable incentive policies.

项目执行期间所适用的优惠政策: 本环保项目的投资享受各项优惠政策, 同时还享有适用于本城市的相关的国家、省、市及县级的优惠政策。

1.4 After signing this memorandum of agreement, both parties should carry out the following work:

签订本协定书后, 双方均应开展以下工作:

(1) In three months to complete the contract details, position and establishment of conceptual planning, master planning and controlling detailed planning, etc.;

(2) compile project development proposal and conceptual planning, implementation of the project construction scale, the scale of investment, the development cycle, development timing and other matters;

(3) the preparation of conceptual planning, overall planning is completed and approved by both parties agree to review, draft, signed a formal cooperation agreement;

(4) Approval and filing completed in accordance with the provisions of "foreign investment project approval and record management" of the project.

(1) 三个月内完成合同执行细节、概念性规划的定位和确立、总体规划以及控制性详细规划等等;

(2) 编制项目开发计划和概念性规划、项目施工规模的执行、投资规模、开发周期、开发时间表以及其他事宜;

(3) 概念性规划的筹备, 完成总体规划, 获得双方批准后报审、拟稿, 并签署正式合作协议;

(4) 审批和归档要符合项目的“外资投资审批和档案管理”之规定。

1.5 Project preliminary preparation work period: In principle, the related costs to be borne by the two parties themselves.

项目初步筹备工作期间: 原则上相关费用双方各自承担。

2. The Rights and Obligations of Shaxian, Sanming CITY Government

三明市沙县市政府的权利和义务

2.1 Shaxian, Sanming CITY government should grant JPods the street use rights (rights-of-way) simultaneously when signing the formal contract in order to let JPods Project construction to begin.

在正式签署协议后，三明市沙县政府应在适当时候授予捷帕斯街道使用权（路权），以方便捷帕斯项目施工的展开。

2.2 Project operation routes, siting demonstration and provide related information: The CITY government shall vigorously assist JPods to complete the project preliminary survey, design, and coordination with Project related parties; including preliminary site selection, site visit, route planning and project pre-feasibility studies and must provide relevant information, the full demonstration of project construction land use, green belt trees trimming, electric wire, cable and underground pipeline relocating, land occupancy requirements the actual area subject to planning approval documents if involved with the demolition resettlement of residential land, The CITY must coordinate with JPods construction to complete prior investigation and social impact stability assessment.

项目运营线路、选址示范及相关信息提供：城市政府要全力协助捷帕斯完成项目初期的勘察、设计及与项目各方的协调，内容包括初期施工场地的选定、现场勘察、路径规划以及项目预可行性研究等，必须提供有关的信息、项目施工用地完整的示范、绿化带树木修整、电线电缆、地下管线重新定位、各类土地占用需求地面的空间和车站及规划审批文件审定的实际面积。如果涉及到住宅用地的拆迁安置，城市必须与捷帕斯施工方协调配合，完成前期调查和社会影响稳定性的评估工作。

2.3. CITY government assistance obligations to JPods: CITY government actively coordinate and complete the establishment of Project, Environment Audit and CITY Planning for preliminary work to ensure timely establishment of JPods Project. Assist JPods operation management and supply of land use of office and living facilities and coordinate all government departments on preliminary stage of work.

城市政府对捷帕斯的帮助义务：城市政府积极协调配合支持公司完成项目确定的环评评审和城市规划的初期工作，以确保及时完成捷帕斯项目的制定。协助捷帕斯运营管理，提供必需的办公用房。协调政府各部门开展项目初期工作。

2.4 Policy support: beyond the scope of this Project construction, system adaptation with infrastructure facilities, the CITY Government should support according to the actual situation, to ensure the smooth implementation of the JPods Project and to facilitate the normal operation. Guarantee Cooperation. Shaxian, Sanming City CITY guarantees JPods system extended investment and other development projects in the local assistance and support.

政策扶持：超出本项目施工范围，系统与基础设施要适配，城市政府应根据实际情况给予支持，以确保捷帕斯项目顺利实施和运输设施的正常运营。**保证通力协作。**三明市沙县政府协助和支持捷帕斯系统扩展投资和其他开发项目。

2.5 Supervision Obligation: The Shaxian, Sanming City CITY affirms JPods comprehensive investment, construction and assume operational management body for the Project, the CITY government has the right to supervise and inspect during JPods Project implementation process is in accordance with national and local laws and regulations, and provide reasonable solution to ensure the smooth progress of JPods Project.

监督义务：三明市沙县确认捷帕斯作为综合投资、施工方，是项目运营管理机构，城市政府在捷帕斯项目施行过程中，根据国家 and 地方法律法规拥有监督和检查的权利，并提供合理的解决方案以保证捷帕斯项目进展顺利。

3. JPods Rights and Obligations 捷帕斯的权利和义务

3.1 Actively carry out pre-project docking preparation work; JPods should conduct a series of project planning and design after signing the formal contract. Provide information needed for establishment of the project. Responsible for the overall technical and pre-project report preparation, including site survey project construction land, project feasibility studies, business plans, feasibility report, environment impact assessment report, project application files, etc., in order to meet the requirements of project approval;

捷帕斯积极开展项目前期的对接准备工作，在签署正式合同后筹备项目系列规划和设计。提供项目制定所需要的信息。负责总体技术和项目前期报告的准备工作，包括现场勘察、项目施工用地、项目可行性研究、经营规划、可行性报告、环境影响评估报告、项目应用程序文件等等，以便符合项目审核的要求。

3.2 JPods shall actively prepare for the establishment of the Project Corresponding Agency in Shaxian, Sanming City for formal starting Project preparation frame work; after the completion of the preliminary work. After finish preliminary work, JPods may acquire land for construction purposes in accordance with statutory procedures and shall be in accordance with the "People's Republic of China and relevant provisions of the Joint Venture Company Law, " to complete the local Fujian company registration. The local registered JPods Fujian JV entity undertakes JPods all rights in comprehensive cooperation agreement. The both side sign this investment agreement acknowledges that JPods Fujian Company body is responsible for the project investment, development, construction and operation management. The name of specific project in this agreement which includes the registered business name, specific address, requested land area, the amount of investment and other relevant data are subject to the formal approval for the project establishment by government then can be formally implemented.

捷帕斯应该积极为在三明沙县成立项目的相应机构做准备，以便正式开展项目筹备的框架工作。在初期工作结束后，捷帕斯可以按照法定程序获得建设用地和依照中华人民共和国合资公司法律的有关规定，完成当地的公司注册工作。当地注册的捷帕斯福建企业继承美国捷帕斯责任有限公司全面合作协议的所有权利。双方签署这份投资协议书，承认捷帕斯福建公司负责项目的投资，开发，建设和运营管理。本协议中具体项目的名称，包括注册的企业名称，具体地址，要求的用地面积，投资金额等相关数据，须经政府正式批准，才可正式实施。

3.3 JPods ensures implementation of introduced project following functions which means to guarantee the Project functions and basic technical standards; to achieve a stereoscopic public transportation efficiency and sightseeing functions; Technology Operations is safe and reliable; zero emission, low noise, environmental friendly and energy saving.

捷帕斯确保所引进项目下列功能的实施，亦即对项目功能和基本技术标准给予担保，从而实现全方位的公共交通效率和观光功能。技术运行安全可靠，零排放，无噪音，节能环保。

3.4 Fully cooperate with the CITY Government taking variety of forms and channels to ensure the success of this Project, making this Project become the Honor of Shaxian, Sanming City, The Best of China, the First of the World.

采取各种形式、多渠道与城市政府进行全方位合作，保证本项目的成功，使本项目能誉满三明市沙县，荣冠华夏，世界第一。

3.5 Under the same conditions, jointly organized and targeted training, promote the application of JPods system localization.

在同等条件下，共同组织有针对性的培训，促进捷帕斯系统应用的本土化。

3.6 In terms of this Project, JPods will enter into a comprehensive cooperation with Department of Transportation Bureau in order to enhance practical efficiency.

根据本项目，捷帕斯将与交通局全面合作，以便在实践中实现更高效率。

3.7 Under the period of right of way, Party B stop operating, Party B shall demolish the entire facility in 6 months and bring back to original state everything above ground level. Both parties agree to extend the rights of way and to have Party B to continue to operate the system if the system still in its safety and reliable state when it reaches per said granted years in this agreement. If the party B doesn't want to continue operate and party A agree to take over the facility then the facility shall freely own by party A.

3.7 在特许经营期间，如因乙方的原因造成经营中断，乙方必须在 6 个月内拆除全部设施，并将城市原有设施予以恢复原状。特许经营期限届满后，如果乙方建设的轨道经检测确认仍然安全可靠，而且甲、乙双方一致同意由乙方继续经营的，可以延长特许经营期限。如果乙方不再继续经营，而甲方同意接收乙方建设的相关设施，则相关设施无偿归甲方所有。

SECTION VII. - PERFORMANCE STANDARD

第七章 性能标准

PERFORMANCE STANDARDS FOR GRANTING RIGHT-OF-WAY ACCESS FOR TRANSPORTATION INNOVATIONS

实现交通创新获取街道使用权的性能标准

(1) System design, fabrication, installation, safety, insurance, inspection practices consistent with the ASTM International Committee F24 on Amusement Rides and Devices, and

运输系统设计、制造、安装、安全、保险、检验需符合有关《娱乐项目和设备 F24 委员会 ASTM 国际标准的规定，以及

(2) Environmental approvals will be granted based on a ratio of energy consumed per passenger-mile of the innovation versus transport modes approved to operate in the rights-of-way, and

环保审批应依据已获得批准按优先权运营的运输方式与创新方式之比的每乘客-英里能耗执行，以及

(3) All taxes and fees assessed on the transport systems providers, passengers and cargo shall be limited to 5% of gross revenues and paid to the aggregate rights-of-way holders by transportation systems providers.

所有针对运输系统提供商、乘客和货物评估的税费均应限定在收入总额的 5% 以下，并支付给由输送系统提供商指定的所有拥有优先权持有者。

SECTION VIII. - TREE TRIMMING.

第 8 章 树木修剪

The Company may require trimming all trees and shrubs in the Public Grounds and Public Ways of CITY to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance. The Company shall save the CITY harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the CITY. The Company shall report to the regulation Department of CITY prior to do trimming so as to get the approval. If trees or shrubs create a safety hazard, the Company is empowered to remove them and paying reasonable permit fees.

公司可以对城市公共地面和公共通道上所有的树木和灌木进行修剪，达到公司认为必须避免干扰任何运输设施正常施工、运营、维修及维护的程度。公司由此产生的任何责任均应以避免对城市造成损害为条件。修剪前应报城市绿化部门批准。如果树木或灌木造成安全隐患，公司有权将其移除并支付合理的许可费用。

SECTION IX. - FORCE MAJEURE

第 9 章 不可抗力

None of the parties hereto shall be in breach of its obligations under this Agreement unless it is resulting from occurrence of an Event of Force Majeure. An Event of force Majeure shall mean an event which is beyond the control or ability of the party affected to prevent avoid or remove and which shall include:

- (a) War (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, insurrection, strike, revolution or usurped power.
- (b) Nuclear explosion, radioactive or chemical contamination or ionizing radiation.
- (c) Acts of terrorism, sabotage or criminal damage.
- (d) Natural catastrophes including but not limited to earthquakes, floods and exceptional inclement weather and subterranean spontaneous combustion.
- (e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

按本协议，协议中任何一方均不应违背各自承担的义务，但因不可抗力事件的发生而引起的后果除外。不可抗力事件是指该事件超出受影响一方的控制范围或能力范围，不可避免或消除，一般包括：

- (a) 战争（无论宣战与否）、敌对行为、外敌入侵、武装冲突、外敌行为、内乱、罢工、革命或篡权。
- (b) 核爆炸、放射性或化学污染、或电离辐射危害。
- (c) 恐怖主义行为、蓄意破坏或刑事损害。
- (d) 包括不仅仅限于地震的自然灾害、洪灾、异常恶劣天气及地下自燃灾害。
- (e) 由以音速或超音速运行的飞机或其他航空设备导致的压力波。

SECTION X. - INDEMNIFICATION.

第 10 章 赔偿

10.1 Indemnity of CITY. Company shall indemnify, keep and hold the CITY free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Transportation Facilities located in the Public Grounds and Public Ways. The CITY shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the CITY's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The CITY shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by CITY after notice of Company's determination. The Company shall maintain commercial insurance in accordance with ASTM International standard F24.

城市的赔偿：公司应有偿保护、阻止和避免因施工、维护、维修、检查、签发许可证，或铺设于公共地面和公共通道上的运输设施运行偶发引起的伤人、财物损失而造成任何责任伤害与城市无关。城市不应自身过失引发的损失而寻求补偿或索赔。如果伤害或损坏是公司按正确运行方式、合理地认定危害行为而引起的，则城市不应获得补偿。虽然如此，在公司的决定通知下达后，这样的运行仍由城市安排或管理。公司应根据 ASTM 国际标准 F24 继续保留商业保险。

10.2 Defense of CITY. In the event a suit is brought against the CITY under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the CITY in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the CITY, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the CITY and Company, in defending any action on behalf of the CITY, shall be entitled to assert in any action every defense or immunity that the CITY could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the CITY of any of its defenses of immunity or limitations on liability under other applicable statutes.

城市的抗辩：由此，如果在一段期限内书面通知即刻送达到公司，其中在此期限内，公司并不会因缺少该通知而受到损害，那么一旦在本协议适用补偿的情况下，对城市发生诉讼行为，公司就应在自己承担成本和费用条件下，在该诉讼中为城市抗辩。如果要求公司补偿和抗辩，则从此以后公司将拥有对此诉讼的掌控权，但公司不可以未经城市的同意而解决该诉讼，而同意请求不得被无理拒绝。就第三方而言，除非对城市有效，否则本章不意味着对任何抗辩或豁免权的放弃。为了城市，在任何抗辩行为中，针对城市能够维护自己的所有抗辩或豁免权，公司均有权继续维护。根据其他适用的法律，本特许经营协议不应诠释为城市对其任何豁免抗辩或责任限制的放弃。

10.3 Indemnities

赔偿：

Each of the parties hereto shall indemnify and hold harmless each of the other parties against any injury, damage, loss or expense which is attributable to:

据此，本协议各方应有偿保护和避免彼此针对任何伤害、损毁、损失或由此发生的费用的损害：

- (a). Any breach or non-performance by the indemnifying party of the provision of this Agreement. or
- (b). Negligence or default (or other act or omission giving rise to a cause of action by any third party under any relevant law) on the part of the indemnifying party or its employees or agents in the course of or arising out of the implementation of the project.

- (a) 由本协议规定的补偿方造成的任何违约或不履行行为。或者
- (b) 由补偿方，或其雇员，或其代理人，在项目期间或在项目执行过程中造成的过失或违约（或根据有关法律，由任何第三方引出原告诉讼理由的其他行为或疏漏）。

10.4. Third party claims

Each of the parties hereto agree that, if and to the extent that any third party claim is accepted as valid but cannot expeditiously be determined to be attributable to any particular party, that claim shall be paid by all the parties hereto in respect of which liability cannot clearly be excluded, in their Proportionate Ratio, until it is finally determined which of the parties hereto (and to what extent) are responsible for the payment of such damages.

第三方索赔：本协议各方一致认为，如果且在一定程度上接受任何第三方有效的索赔，但不能尽快确定归因于任何特定一方，且所涉及的赔付责任并不能明确被排除，在没有最终确定那一方（达到何种程度）对所涉及的损失赔付负责，那么该索赔应由有关各方，按照适当的比例共同支付。

10.5. Consequential Loses

None of the parties hereto shall be liable to any other party under this Agreement for any claim for loss of profits, or any other consequential or indirect damages, suffered by that other party provided that this exclusion shall not apply to any damages payable by a party under a liability to any third party in respect of which that party has a right of indemnity under the provisions of this Section XI.

间接损失：倘若上述排除性不适用于按归属于任何第三方责任的规定，而由某一方支付任何损毁赔偿，那么根据本协议规定，协议各方因利润损失或任何其他间接损失、对方遭受到的损失而主张索赔时，均不应倾向于任何其他一方。其中，按本协议第 11 章之规定，该支付损毁赔偿的某一方具备赔偿权。

10.6. Patent Claim

None of the parties hereto shall lodge any claim against another party on grounds of the infringement by that other party upon any patent right, copyright or other similar right relating to the use of technical information where such use arises from the implementation of the Projects.

专利权声明：本协议各方均不应以对方侵权为理由，就专利权、版权或与在项目实施过程中形成的技术信息应用相关的其他类似权利，对另一方提出索赔要求。

SECTION XI. - CONFIDENTIAL INFORMATION

第 11 章 机密信息

Each of the parties hereto shall use its best endeavor to keep in strict confidence and shall bind all of its staffs, employees to keep in strict confidence, all commercials and technical information in whatever form acquired by it (whether directly or indirectly) from or concerning any other party under this Agreement or in connection with the Implementation of the project (Confidential Information), none of the parties, hereto shall utilize such Confidential Information for any purposes other than those contemplated in this Agreement.

Further, none of the parties hereto shall, at any time, disclose any Confidential Information to any person who is not a party to this Agreement for any purposes other than those contemplated in this Agreement without the prior approval of all the relevant parties hereto.

本协议各方均应尽最大努力严守机密，保密范围应包括各方需严格遵守保密规定的所有工作人员、雇员，以及按本协议规定的、或与履行项目（**机密信息**）有关的无论从所涉及的任何其他一方获取（无论是直接获取还是间接获取）的一切商业广告及技术信息。由此，所有各方均不应将这样的**机密信息**用于除本协议规划以外的任何用途。而且，所有各方在任何时候，在未经本协议所有相关方事先批准的情况下，均不应出于除本协议规划以外的任何用途而向不属于本协议一方的任何人公开任何**机密信息**。

The following information shall be excluded from the forgoing scope of Confidential Information:

机密信息应排除下列信息：

(a). Information which at the time of disclosure is generally available to the public.

(a) 在公开的时候已经属于公众普遍获知的信息。

(b). information which after disclosure becomes generally available to the public through no fault of the receiving party.

(b) 公开后不是由于接受方的过错就已经属于公众普遍获知的信息。

(c). Information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from any other party hereto.

(c) 接受方能够阐明在公开前仍被其掌控、且不是从有关任何其他方直接获取或间接获取的信息。

(d). Information which the receiving party can show, was received by it after the time of disclosure without any obligation of confidentiality and which was not acquired directly or indirectly from either of the other parties hereto.

(d) 接受方能够阐明是在公开后获得的、不用承担任何保密义务以及不是从本协议任何一方直接或间接获得的信息。

(e). Information directly related to public safety under this agreement.

The Confidentiality obligations set out in Section XII above shall survive the termination of this Agreement and the JPods shall impose the same confidentiality obligations as afore said upon any qualified contractors which may have access to any confidential information during the implementation of the projects.

(e) 按本协议规定与公共安全直接相关的信息。

在第 12 章之前所阐述的保密义务应一直持续到本协议的终止。捷帕斯应一如既往地像对以前任何合格的承包商一样强力推行保密义务，因为这些承包商在项目实施过程中均可以获取任何机密信息。

SECTION XII. - VACATION OF PUBLIC WAYS.

第 12 章 公共通道的腾空

The CITY shall give Company at least six months prior written notice of a proposed vacation of a Public Way. The Company shall have a reasonable opportunity to purchase the vacated Public Way at fair market price. If the vacated Public Way is involved with the demolition resettlement of these major facilities such as energy related public utility service, communication cables, transformer facilities and underground construction, the Company shall pay for the reasonable resettlement fees in accordance with the provisions of a separate Demolition Ordinance passed by CITY. Except where required for a CITY improvement project, the vacation of any Public Way, after the installation of Transportation Facilities, shall not operate to deprive Company of its rights to operate and maintain such Transportation Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall CITY be liable to Company for failure to specifically preserve the rights of way.

城市至少在 6 个月前给予公司书面通知，如果城市计划要腾空公共街道。应该给予公司应有合理机会按公平市价购买已被腾空的公共通道。如果腾空通道涉及到诸如有关能源公用设施、通讯电缆、变压器设施及地下建筑等重大设施的拆迁安置，则城市应按照城市现行拆迁条例支付合理的安置费用。除城市改进项目需要外，公共通道的腾空，即使在运输设施装配完成后，也只有在重新定位的合理费用和因该重新定位发生的损失和费用第一时间赔付给公司后，才能启动剥夺公司运营和维护运输设施权利的程序。然而，无论在任何情况下，城市都负有不使公司轻易失去受特别保护的路线的责任。

SECTION XIII. - COMPLIANCE WITH ENVIORNMENTAL REGULATION

第 13 章 遵守环保法规

Both parties hereto agree that they shall take all feasible measures to ensure that the provisions of this Agreement shall be carried out with due regard to ecological and environmental factors and in compliance with all applicable government environmental regulations. The company documenting to the CITY's satisfaction that the NETWORKs exceed by 5 times the efficiency of transport modes currently operating in the Rights of Way is the primary evidence of environmental compliance.

双方同意，应采取一切可行的措施，确保本协议的规定应适当考虑到生态和环境因素，并遵守政府环境法规的所有适用规定。该公司记录了城市满意的网络超过 5 倍的效率的运输模式目前经营的权利的方式是环境顺应性的主要证据。

SECTION XIV. - CHANGE IN FORM OF GOVERNMENT.

第 14 章 政体变更

Any change in the form of government of the CITY shall not affect the validity of this Ordinance. Any governmental unit succeeding the CITY shall, without the consent of Company, succeed to all of the rights and obligations of the CITY provided in this Ordinance.

城市政府体制的任何改变均不应影响本条例的有效性。任何城市继任的政府单位，未经公司的同意，应继续履行本条例规定的城市的全部权利和义务。

SECTION XV. - FRANCHISE FEE.

第 15 章 特许经营费

15.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees to be imposed on Company, the CITY may impose on Company a franchise fee not to exceed five percent (5%) of the Company's Gross Revenues from transportation provided within the CITY Rights of Way. So long as 50% of the Transport Facilities are solar-powered (sun, wind, tides) and/or other renewable sources, customers of the Transport Facilities will not be taxed for fares. The Company will provide an energy audit with fee payments. Customers may be taxed by the CITY only at rates comparable with local sales taxes for that portion of the fare that is not solar-powered.

费用明细表: 在授予的特许经营期间, 以及向公司征收的任何替代许可费或其他费用时, 城市在其路权范围内, 还可以向公司征收运输收入总值的不超过百分之五(5%)的特许经营费。只要运输设施的 50%均为太阳能的(阳光、风、潮汐)和/或其他再生能源, 运输设施的用户将不会被征收附加费用。公司将提供以付费方式的能源审计服务。城市可以向顾客征收税费, 但费率只能与当地的销售税相当, 这是因为该部分费用不涉及太阳能。

15.2 Terms Defined. For the purpose of this Section XV, the following definitions apply:
术语界定: 为第 15 章之目的, 本协议适用下列定义。

15.3 “Gross Revenue” means all sums received by the Company from fare box sale of transportation services to its customers traveling via the Transportation Facilities located within the CITY's Public Grounds and Ways.

收入总额: 是指公司通过定位在城市公共地面和通道上的运输设施获得的运输服务票价收入合计总值。

15.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during the period for which payment is to be made. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may not be changed for the period of the franchise. The time and manner of collecting the franchise fee may be subject to the approval of the Commission. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing fare box receipts in the period for which the payment is being made to account for any uncollectables, refunds, error corrections and solar-energy proportion of transport power.

费用征收: 特许经营费应依据公司付款期的收入总额收取, 并按季支付。付款时间应是在付款期随后月份的最后一个营业日。营业执照费可以在特许经营期间不发生变动。征收营业执照费的时间和方式可经过市委员会批准。此外, 公司还同意在每次付款时提供支付结算声明, 阐述是如何确定营业执照费支付的, 内容包括处于付费期的车厢费收据、无法收回款项的解释、退款、误差修正及输送动力中太阳能占比等。

SECTION XVI. - PROVISIONS OF ORDINANCE.

第 16 章 条例规定

16.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other CITY ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

可分割性：本条例中的每一章、每一条款或篇目与其他章、条款或篇目各自独立。假若任何章节、条款或篇目被判为无效，则不影响其他任何章节、条款或篇目。在出现城市任何其他条例中的条款与本条例条款发生冲突时，应以本条例条款优先。

16.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the CITY and Company as the only parties, and any clause in this franchise agreement shall not benefit any third party (including the majority of the public) in any way any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

适用性范围：本条例是城市和公司之间作为唯一一方的特许经营协议，本特许经营协议的任何条款，均不应以任何方式使任何第三方（包括多数公众）受益，从而使该第三方成为本协议的第三方受益人，或者本条款中任何一条或多条以其他方式造成不属于本协议中所述一方的任何人员的受益行为。

SECTION XVII. - AMENDMENT PROCEDURE.

第 17 章 完善程序

This Agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, the Ordinance may be amended at any time by the CITY passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the Shaxian, Sanming City CITY Clerk after the date of final passage by the CITY of the amendatory ordinance.

本协议可在任何时候为处理某一关注的主题时提出对协议的修补完善建议，对方将考虑是否同意该修补完善对彼此都是适合的。如果对修补完善达成统一，条例可以在任何时候以城市通过之后的条例宣布修补规定的方式给予修正。一俟在城市最终通过修正条例日之后，公司的书面同意书在三明市沙县市府书记处登记备案时，该修正的条例才开始生效。

SECTION XVIII. - PREVIOUS FRANCHISES SUPERSEDED.

第 18 章 取代原特许经营权

This franchise supersedes any previous transportation franchise granted to Company or its predecessor.

本特许经营权取代之前的授予公司或其继任者的任何运输特许经营权。

SECTION XIX. - ARBITRATION

第 19 章 仲裁

1. To be governed by ICC Regulation (Rules of Conciliation and Arbitration of the International Chamber of Commerce, latest Edition).

仲裁事宜适用 ICC 规则（国际商会仲裁庭调解与仲裁规则之最新版本）。

2. Legal action shall at where project located
向项目所在地法院提出诉讼。

SECTION XX. – COMMUNICATION

第 20 章 沟通交流

All Communication shall contain both English and Chinese languages. In the event of a language conflict, the Chinese shall contractually binding. All contractual notices if sent by digital facsimile must be followed by a hard copy to be sent by mail or delivered in person to an office of either party to be notified, which must be duly acknowledge by the party concerned or to a mutually agreed to secure web site with archive capability.

双方认同 2017 年 12 月 7 日在沙县签署的协议，并承诺共同遵守。并将该协议作为本协议的附件。

Both parties agree to the Memorandum signed in Shaxian on Dec 7th. 2017 and will execute that agreement.

IN WITNESS HEREOF, the parties have executed this agreement and set their hands and seals on the date set forth:

所有的沟通交流均应采用英语和汉语。在语言上的理解不同，以中文为准。所有合同通知，若以数字传真方式送达，则必须随后以邮件或派人方式将合同硬拷贝送到须待通知的任何一方的办公室，该送达必须经有关方正式确认；亦或还可将合同送达具有存档功能的双方认可的安全网址。

兹此证明，自签字盖章生效之日起，协议各方即开始执行本协议。

Mr. 汪志红 Wang Zhi Hong
Mayor

Mr. William D. James 比尔，杰姆斯
Chairman/C.E.O

Mr. Steven Day
Asian Pacific Chief Exec Director