

**Dated 26 June 2020**

**QUAN TAI LIMITED**  
**AND**  
**GOLDBOND INVESTMENT GROUP LIMITED**

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**AGREEMENT RELATING TO THE  
SALE AND PURCHASE OF  
51% OF THE TOTAL ISSUED SHARE CAPITAL IN  
OPTIMUS FINANCIAL GROUP LIMITED**

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**THIS AGREEMENT** (this “**Agreement**”) is made this 26th day of June 2020

**BETWEEN:**

- (1) **Quan Tai Limited**, a company incorporated in the British Virgin Islands with limited liability (Company Number: 1893632) and having its registered office at Vistra Corporate Service Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Vendor**”); and
- (2) **Goldbond Investment Group Limited**, a company incorporated in Hong Kong (Company Number: 874700) with limited liability and having its registered office at Unit 3901, 39/F., Tower One, Lippo Centre, 89 Queensway, Hong Kong (the “**Purchaser**”).

(each a “**Party**” and collectively the “**Parties**”).

**WHEREAS:**

- (A) The Vendor is the legal and beneficial owner of the Sale Shares, which represent 51% of the total issued share capital of the Target Company as at the date of this Agreement, and has the right to sell the Sale Shares free from all liens, charges and encumbrances.
- (B) The Target Company is an investment holding company. The Target Group is principally engaged in the financial leasing, leasing, sourcing of leased properties in the PRC and overseas, dealing with the residual value and maintenance of leased properties, offering consultation and guarantees relating to leasing transactions and commercial factoring relating to its principal business. The Target Group, its beneficial owners and their respective ultimate beneficial owners are third parties independent of the Purchaser and its connected persons (as defined in the Listing Rules) and none of them has any interest in the Shares.
- (C) Further particulars of the Target Company and the Target Group are set out in Part A and Part B of Schedule 1 respectively.
- (D) The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares subject to the terms and conditions of this Agreement.

**IT IS HEREBY AGREED THAT:-**

**1. INTERPRETATION**

- (A) In this Agreement, unless otherwise specified or where the context otherwise requires, the following expressions have the following meanings:

“**Accounts**” means the unaudited balance sheets of the Target Company (on a consolidated basis) as at the Accounts Date and the unaudited profit and loss accounts of the Target Company (on a consolidated basis) for the period commencing on 1 January 2019 and ended on the Accounts Date;

“**Accounts Date**” means 31 December 2019;

“**Announcement(s)**” means the announcement(s) to be issued by Goldbond Group and TUS International respectively in respect of the Transaction as a discloseable transaction for the purpose of the Listing Rules;

“**Authorisation**” means any approval, authorisation, consent, licence, certificate, permit, concession, agreement or other permission of any kind of, from or by any Governmental Authority, regulatory body or any other third party;

“**Business Day**” means a day (not being a Saturday, a Sunday and a public holiday) on which banks are open for normal banking business in Hong Kong;

“**Completion**” means the completion of the sale and purchase of the Sale Shares in accordance with Clause 8;

“**Completion Date**” means the date of Completion, which shall be within ten (10) Business Days after the fulfilment of all the Conditions Precedent or such other date as the Vendor and the Purchaser may agree in writing;

“**Conditions Precedent**” means the conditions precedent for the Sale Shares set out in Clause 3;

“**Consideration**” has the meaning given in Clause 2;

“**Disclosed**” means disclosed in a full, fair, specific and accurate manner elsewhere in this Agreement (including the Schedule to this Agreement), the Accounts, the Management Accounts and the documents and information provided and/or to be provided by or on behalf of the Vendor to the Purchaser and/or its advisers;

“**Encumbrance**” means any encumbrance, right, interest or restriction, including any mortgage, charge, assignment, pledge, lien, deed of trust, security interest, hypothecation, encroachment, easement, title defect, title retention agreement, voting trust agreement, right of pre-emption, right of first refusal, claim, option, limitation, forfeiture, penalty, equity, adverse interest or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing, including without limitation, anything analogous to any of the foregoing under the laws of any relevant jurisdiction;

“**Goldbond Group**” means Goldbond Group Holdings Limited, the holding company of the Purchaser and a company incorporated in Hong Kong with limited liability whose shares are listed on the main board of the Stock Exchange (stock code: 172);

“**Governmental Authority**” means any government, whether on a state, provincial, municipal or local level and whether executive, legislative or judicial in nature, including without limitation any agency, authority, board, bureau, commission, court, department or any other instrumentality;

“**HK\$**” means Hong Kong dollar, the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Laws**” means all laws, regulations, directives, statutes, subordinate legislation, common law and other national and local laws, judgements, orders, instructions or awards of any court, arbitrator or competent authority and all codes of practice, guidelines and guidance notes in relation to any Party which are applicable and material to the business operation of the Target Group;

“**Listing Rules**” means the Rules Governing the Listing of Securities on the Stock Exchange from time to time;

“**Long Stop Date**” means 25 July 2020 (being one (1) month from the date of this Agreement), or such other date as may be agreed in writing between the Parties in relation to the fulfilment of the Conditions Precedent;

“**Management Accounts**” means unaudited balance sheets of the Target Company (on a consolidated basis) as at 31 May 2020 and the unaudited profit and loss accounts of the Target Company (on a consolidated basis) for the period commencing on 1 January 2020 and ended on 31 May 2020;

“**Material Adverse Change**” means any change or effect, the consequence of which materially and adversely affects the condition (financial or otherwise), business, liabilities, results of operations and/or assets of the Target Group as a whole. For the avoidance of doubt, “Material Adverse Change” shall exclude (1) any temporary change in the circumstances of any company of the Target Group or any effect that does not undermine the financial integrity of the Target Group as a whole in a manner that will endure; and (2) any effects to the extent resulting from (i) changes in economy in general, including, the insolvency of the government, (ii) changes in law or applicable accounting regulations or principles or interpretations thereof, (iii) changes in industries relating to the the Target Group’s business, (iv) any transaction(s) contemplated under or in connection with this Agreement; (v) any costs or expenses associated with any transaction(s) contemplated under or in connection with this Agreement, (vi) acts of war (whether declared or undeclared) sabotage, political unrest, change in government, terrorism, military action or any escalation thereof, or (vii) currency exchange rates or any fluctuations thereof. For the avoidance of doubt, no failure to meet any internal or published projections, forecasts, or revenue or earnings predictions (as opposed to the underlying cause for such failure) shall be deemed to be a Material Adverse Change;

“**Outstanding Loan**” means the outstanding loan/indebtedness in the principal amount of RMB25,000,000 plus all interest accrued up to the Completion Date due, owing or payable to Shanghai Nanlang by TUS Cloud;

“**PRC**” means the People's Republic of China (which, in the context of this Agreement, shall exclude Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan);

“**Purchaser’s Warranties**” means the representations, warranties and undertakings given, and to be given, by the Purchaser to the Vendor pursuant to Clause 5, and the term "Purchaser's Warranty" shall be construed accordingly;

“**RMB**” means Renminbi, the lawful currency of the PRC;

“**Sale Shares**” means 17,110,500 issued ordinary shares of US\$0.001 each in the share capital of the Target Company in aggregate (representing 51% of the total issued share capital of the Target Company as at the date of this Agreement and the Completion Date);

“**Shanghai Nanlang**” means Shanghai Nanlang Financial Leasing Company Limited (上海南朗融资租赁有限公司), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of the Target Company;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Target Company**” means Optimus Financial Group Limited (a company incorporated in the Cayman Islands with limited liability), the particulars of which are set out in Part A of Schedule 1;

“**Target Group**” means the Target Company and all its direct or indirect wholly-owned subsidiaries as at the date of this Agreement, namely Hendex International Limited, Shanghai Nanlang and Hunan Delu Car Trading Limited (湖南德路汽车贸易有限公司), the particulars of which are set out in Part B of Schedule 1, and the expression “member(s) of the Target Group” shall be construed accordingly;

“**Transaction**” means the proposed acquisition of the Sale Shares by the Purchaser from the Vendor pursuant to this Agreement;

“**TUS Cloud**” means TUS Cloud Control (Beijing) Technology Limited (启迪云控(北京)科技有限公司), a company incorporated in the PRC with limited liability and an indirect subsidiary of TUS International;

“**TUS International**” means TUS International Limited, the holding company of the Vendor and a company incorporated in the Cayman Islands with limited liability whose shares are listed on the main board of the Stock Exchange (stock code: 872);

“**US\$**” means United States dollar, the lawful currency of the United States of America; and

“**Vendor’s Warranties**” means the representations, warranties and undertakings given, and to be given, by Vendor to the Purchaser pursuant to Clause 4 and Schedule 2, and the term "Vendor's Warranty" shall be construed accordingly.

(B) In this Agreement:-

- (i) references to “Clauses”, “Schedules” and “Exhibits” are to clauses of and schedules and exhibits to this Agreement respectively and a reference to this Agreement includes a reference to each Schedule and each Exhibit hereto;
- (ii) words importing the singular include the plural and vice versa, words importing a gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated; and
- (iii) the headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.

## **2. SALE AND PURCHASE OF SALE SHARES**

- (A) On and subject to the terms and conditions of this Agreement and subject to the fulfilment of the Conditions Precedent, the Vendor shall, as legal and beneficial owner, sell and procure the sale of, and the Purchaser shall, relying on the Vendor’s Warranties, purchase from the Vendor, the Sale Shares free from all Encumbrances and with all the rights and benefits now or hereinafter attached or accrued thereto as from the Completion, including but not limited to the right to dividends and distributions declared, made or paid on or after the Completion Date .
- (B) The consideration for the sale and purchase of the Sale Shares shall be HK\$41,800,000 (the “**Consideration**”).
- (C) The Purchaser shall pay the Consideration upon Completion to the Vendor in cash in HK\$ by way of telegraphic bank transfer to the bank account as designated in writing by the Vendor.

## **3. CONDITIONS PRECEDENT**

- (A) Completion is conditional upon the fulfilment or waiver (if applicable) of the following conditions (the “**Conditions Precedent**”):
  - (i) the Purchaser being satisfied with the results of the due diligence exercise on each of the members of the Target Group, including but not limited to their respective businesses, assets, liabilities, operations, financial, legal or other status which the Purchaser thinks necessary or appropriate to conduct and the Target Company providing to the Purchaser the Management Accounts;
  - (ii) the Outstanding Loan having been repaid by TUS Cloud to Shanghai Nanlang in full;
  - (iii) the Vendor having obtained all necessary Authorisations (or waivers) and completed all necessary registrations and filings (if applicable) in relation to the Agreement and the Transaction;
  - (iv) there being no breach of any of the Vendor’s Warranties;
  - (v) there not having occurred, in the sole opinion of the Purchaser acting reasonably, any Material Adverse Change; and

- (vi) there being no breach of any of the Purchaser's Warranties.
- (B) Each Party undertakes to use its reasonable endeavours to procure the fulfilment of the Conditions Precedent that are its obligations to perform before the Long Stop Date.
- (C) The Purchaser is entitled to waive all or any of the Conditions Precedent (other than Clause 3(A)(vi)) at its sole and absolute discretion by way of written notice to the Vendor.
- (D) The Vendor is entitled to waive the Conditions Precedent under Clause 3(A)(vi) at its sole and absolute discretion by way of written notice to the Purchaser.
- (E) If any of the Conditions Precedent have not been fulfilled or waived by the Long Stop Date, either the Vendor or the Purchaser shall be entitled to rescind this Agreement by giving written notice to the Purchaser or the Vendor (as the case may be) whereupon this Agreement shall be terminated, and neither the Vendor nor the Purchaser shall have any claim against the Purchaser or the Vendor (as the case may be) for any costs, damages, compensation or otherwise in relation to this Agreement, save in respect of claims arising out of or in connection with any antecedent breach of this Agreement.

#### **4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE VENDOR**

- (A) The Vendor hereby represents, warrants and undertakes to the Purchaser that save as Disclosed, as at the date of this Agreement and as at Completion the representations and warranties set out in Schedule 2 are true, accurate and not misleading in all material respects.
- (B) The Vendor further represents, warrants and undertakes to the Purchaser that as at the date of this Agreement and as at Completion :
  - (i) the Vendor shall promptly provide such information regarding itself and its associates as may reasonably be required by the Purchaser for the purposes of compliance with the requirements of the Listing Rules and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and all applicable laws and regulations and all such information so provided is true, complete and accurate in all material respects and not misleading; and
  - (ii) the Vendor shall promptly provide such information regarding the Target Group (including but not limited to corporate and financial information) as may reasonably be required by the Purchaser and all such information so provided is true, complete and accurate in all material respects and not misleading.
- (C) The Vendor acknowledges that the Purchaser has entered into this Agreement in reliance on each of the Vendor's Warranties and none of such Vendor's Warranties shall be limited or restricted by reference to or inference from the terms of any other Vendor's Warranties or any other term of this Agreement.

- (D) The Vendor undertakes to notify promptly the Purchaser in writing of any matter or thing of which it becomes aware which is or may be a breach of or inconsistent with any of the Vendor's Warranties or other representations made by the Vendor on or before Completion.
- (E) The Vendor waives any and all claims which it might otherwise have against each member of the Target Group in respect of the completeness or accuracy of any information supplied, or of any failure to supply information, by or on behalf of any member of the Target Group or any of their respective directors or employees to the Vendor or any of their advisers in connection with this Agreement or otherwise, and the aforesaid third parties may, in addition to the Purchaser, have the right to enforce the provisions of this Clause 4 which are intended to benefit them.
- (F) No claim by the Purchaser shall be otherwise prejudiced, nor shall the amount of any claim by the Purchaser be reduced, in consequence of any information relating to the Target Group (other than contained in this Agreement or specifically disclosed in writing by the Vendor to the Purchaser) which may have at any time come to the knowledge of the Purchaser or any investigation made by it and it shall not be a defence to any claim against the Vendor that the Purchaser knew or ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to the claim.
- (G) the Vendor shall not be liable for any of the Vendor's Warranties to the extent:
  - (i) which arises as a result of legislation which comes into force after the date hereof with retrospective effect; or
  - (ii) which arises as a result of a change in accounting policies after Completion; or
  - (iii) it has been Disclosed.
- (H) The Purchaser shall, upon any claim, action, demand or assessment being made or issued against the Purchaser which could lead to a claim by the Purchaser for breach of the Vendor's Warranties under this Agreement, give notice thereof to the Vendor as soon as reasonably practicable after becoming aware of the same.
- (I) If the Vendor shall pay to the Purchaser any amount by way of compensation or damages for breach of the Vendor's Warranties and the Purchaser subsequently recover from a third party an amount relating to such breach, the Purchaser shall repay without interest to the Vendor such amount previously paid by the Vendor or so much thereof as does not exceed the amount received from the third party (subject to the deduction from the amount recovered and all legal and other expenses incurred by the Purchaser (as the case may be) in recovering from the third party). If any claim for breach of Vendor's Warranties in relation to any liability which is contingent only, the Vendor shall not be liable to make any payment in respect thereof until such contingent liability becomes an actual liability.

**5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE PURCHASER**



- (A) The Purchaser hereby represents, warrants and undertakes to the Vendor that as at the date of this Agreement and as at Completion:
- (i) it is duly incorporated and validly existing in good standing under the laws of its place of incorporation; and
  - (ii) it has the authority and all consent required to enter into and perform its obligation under this Agreement and that in entering into this Agreement, it does not do so in breach of any applicable legislation and this Agreement constitutes valid, binding and enforceable obligations of the Purchaser.
- (B) The Purchaser further represents, warrants and undertakes to the Vendor that as at the date of this Agreement and as at Completion the Purchaser shall promptly provide such information regarding itself and its associates as may reasonably be required by the Vendor for the purposes of compliance with the requirements of the Listing Rules and the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and all applicable laws and regulations and all such information so provided is true, complete and accurate in all material respects and not misleading.

## **6. INDEMNITY**

Subject to Clause 7A, the Vendor hereby covenants and agrees with the Purchaser that it will on demand fully and effectually indemnify and at all times keep fully and effectually indemnified the Purchaser and each member of the Target Group from and against any amounts payable by the Vendor to the Purchaser in connection with a breach of this Agreement including all costs and expenses for the enforcement thereof.

## **7. CONDUCT OF BUSINESS PRIOR TO COMPLETION**

- (A) The Vendor undertakes that save as required by this Agreement or save for the purpose of complying with any relevant statutory requirement, the business of the Target Group shall between the date of this Agreement and the Completion Date be operated on its normal and usual basis, and in particular (but without limiting the generality of the foregoing), no member of the Target Group shall, prior to Completion, without the prior written consent of the Purchaser (which consent shall not be unreasonably withheld) undertake any of the following matters:
- (i) alter the business carried on by any member of the Target Group as at the date of this Agreement or carry on any business other than the existing business of that member of the Target Group;
  - (ii) issue or agree to issue any shares, warrants or other securities or loan capital or grant or agree to grant or redeem any option or amend the terms of any existing option over or right to acquire or subscribe any of its share or loan capital;
  - (iii) declare, pay or make any dividends or other distributions;
  - (iv) enter into any contracts other than in the ordinary and usual course of the business of that member of the Target Group;

- (v) do any of the following unless the amount involved in all of the following does not exceed HK\$1,000,000 in aggregate (save for the ordinary and usual course of the business of that member of the Target Group):
  - (a) make any borrowings / borrow or raise money or incur any indebtedness other than sundry creditors in the ordinary and usual course of business;
  - (b) create or permit to arise any mortgage, charge, lien, pledge, other form of security or encumbrance of whatsoever nature, whether similar to the foregoing or not on or in respect of any part of its undertaking, property or assets;
  - (c) make or commit to any capital expenditures;
  - (d) incur any debt or give any guarantee, indemnity, surety or security or provide any financial assistance to any person; or
  - (e) acquire or agree to acquire any asset;
- (vi) dispose or agree to dispose of any asset(s) exceeding in the value of HK\$1,000,000 in aggregate (save for the ordinary and usual course of the business of that member of the Target Group);
- (vii) undertake any reorganisation, liquidation or dissolution of any member of the Target Group;
- (viii) compromise, settle, release, discharge or compound any civil, criminal, arbitration or other proceedings or any liability, claim, action, demand or dispute or waive any right in relation to any of the foregoing;
- (ix) release, compromise or write off any amount recorded in the books of account of any member of the Target Group as owing by any debtors of the that member of the Target Group;
- (x) enter into or amend any employment (including increase of remuneration) or service agreements with directors, employees or consultants of the members of the Target Group whose monthly salary individually or in the aggregate exceeds HK\$100,000;
- (xi) appoint any new directors, registered agent, administrator, company secretary or legal representative of any member of the Target Group;
- (xii) appoint or remove the auditors of any of the member of the Target Group;
- (xiii) make any changes to the financial year of any member of the Target Group;
- (xiv) establish any pension, retirement scheme, share option scheme, profit sharing or bonus scheme or any other benefit scheme operated by any member of the Target Group save to the extent required under applicable laws and regulations;

- (xv) terminate or allow to lapse any insurance policy taken out by any member of the Target Group now in effect;
- (xvi) enter into any partnership or joint venture arrangement;
- (xvii) enter into any transactions or understanding between either a member of the Target Group as one party and any of the Vendor or any of its associates or person connected with it as the other party; and
- (xviii) do, allow or procure any act or permit any omission which would or might constitute a breach of any of the Vendor's Warranties if repeated at Completion or any of the obligations set out in this Agreement given by or imposed on the Vendor.

**7A. LIMITATION OF LIABILITY OF THE VENDOR**

- (A) Notwithstanding any other provision in this Agreement,
  - (a) the provision of this Clause 7A shall operate to limit the liability of the Vendor in respect of the Vendor's Warranties; and
  - (b) the Vendor will not, in any circumstances, be liable to the Purchaser or any other person for:
    - 1. any exemplary or punitive liabilities; or
    - 2. any indirect loss which is not reasonably contemplated by the parties as at the date of this Agreement as the probable result of a breach of any term of this Agreement.
- (B) The Purchaser shall not be entitled to make any claim in respect of any breach by the Vendor of any of the Vendor's Warranties (whether on an indemnity basis or contractual basis) given by it in reliance upon any fact or circumstances if and to the extent, but only to the extent, that (a) such fact or circumstance has been fairly disclosed in writing prior to the entering of this Agreement; and (b) a liability to pay an amount as disclosed in this Agreement has been fully accounted for or a sufficient provision has been made for such a liability in the Accounts or the Management Accounts.
- (C) The Purchaser shall not be entitled to recover damages in respect of any individual claim (or a series of claims arising from substantially identical facts or circumstances) where the liability agreed or determined in respect of any such claim or series of claims does not exceed HK\$1,000,000 provided that, where the amount or the aggregate amount of one or more claims exceeds HK\$1,000,000, the Vendor shall be liable for the full amount of all such claims, subject, however, to Clause 7A.
- (D) The maximum aggregate liability of the Vendor in respect of all claims under this Agreement shall not exceed HK\$41,800,000.
- (E) The Vendor shall not be liable for a claim unless the Purchaser has given the Vendor notice in writing of the claim, summarising the nature of the claim as far as it is known

to the Purchaser and the amount claimed on or before the date falling on six (6) months after the Completion Date.

The liability of the Vendor in respect of any claim brought on a contractual basis which has been so notified shall cease and terminate absolutely unless legal proceedings in respect of that claim are commenced against the Vendor within six (6) months of the date on which the Purchaser has given the Vendor notice in writing of the claim.

- (F) The Vendor shall have no liability in respect of the claim if:
- (a) the claim has arisen as a result of or in consequence of any voluntary act, omission, transaction or arrangement:
    - (i) at the direction, or with the prior written approval, of the Purchaser or, after Completion, the Target Group; or
    - (ii) of or on behalf of the Purchaser or, after Completion, the Target Group ;
  - (b) the claim arises as a result of difference in judgment, opinion, or treatment of or by professional advisers engaged by the Vendor and/or the Purchaser in relation to any matter, issue, entry set out in the Accounts, Management Accounts, or any reports prepared by such professional advisers;
  - (c) the claim occurs or is increased as a result of legislation not in force or in effect at the date of this Agreement;
  - (d) the claim occurs as a result of a change after the date of this Agreement in any:
    - (i) law or interpretation of Law;
    - (ii) policy of any Governmental Authority; or
    - (iii) administrative practice of a tax authority;
  - (e) the relevant event, matter, circumstance or liability to which the claim relates would not have arisen but for the Purchaser or after Completion, the Target Group admitting liability in respect thereof without the prior written consent of the Vendor.
- (G) The liability of the Vendor in respect of a claim in relation to a breach by the Vendor of any provision of this Agreement shall be reduced by and to the extent of:
- (a) any action of the Purchaser or any non-compliance by the Purchaser with any term of this Agreement contributing to the loss or damage caused by the Vendor's breach;
  - (b) any recovery or receipt by the Purchaser or the Target Group from a third party of the following which is referable to the matter giving rise to such claim:
    - (i) tax relief, credit, deduction, exemption, rebate, relief or set-off;
    - (ii) compensation or indemnification including under any insurance policy; or
    - (iii) payment, reduction in tax, reduction of liability, corresponding net saving or other benefit;

(H) Nothing in this Clause 7A shall in any way restrict or limit the general obligation at law of the Purchaser and the Target Group to mitigate any loss or damage which it may suffer as a result of any breach by the Vendor of the Vendor's Warranties.

(I) Each qualification and limitation in this Clause 7A is to be construed independently of the others and is not limited by any other qualification or limitation.

## **8. COMPLETION**

(A) Subject to the fulfilment (or waiver, as the case may be) of all Conditions Precedent by the Long Stop Date, Completion shall take place on the Completion Date at such time and venue as the Parties may agree when all (but not part only unless the Parties otherwise agree) of the following business shall be simultaneously transacted:

- (i) the Vendor shall deliver or cause to be delivered to the Purchaser:-
  - (a) duly executed instrument of transfer in respect of the Sale Shares in favour of the Purchaser or its nominee;
  - (b) the original of the relevant share certificate(s) in respect of the Sale Shares;
  - (c) a certificate dated the Completion Date evidencing the fulfilment (or waiver, as the case may be) of the Conditions Precedent in the form and substance set out in Exhibit 1;
  - (d) letters or resignation of director(s) and company secretary (where applicable) of each of the members of the Target Group nominated by the Vendor as may be required by the Purchaser to resign, each of such resignations to include a confirmation that such person has no claim of any nature whatsoever against the directors, management and relevant member of the Target Group (including without limitation, compensation for loss of office);
  - (e) original resolutions or minutes of the meeting of the board of directors of the Target Company on the Completion Date approving (i) the transfer of the Sale Shares to the Purchaser and registering such transfer subject to the relevant instrument(s) of transfer being duly presented for registration; (ii) appointing the nominee(s) of the Purchaser as director(s) of the Target Company; (iii) accepting the resignation referred to in Clause 8(A)(i)(d); and (iv) amending the signatories and bank mandates for all accounts maintained by the Target Company with banks and financial institutions in such manner as the Purchaser may require;
  - (f) original resolutions or minutes of the meeting of the board of directors of the members of the Target Group (other than the Target Company) approving (i) appointing the nominee(s) of the Purchaser as director(s) and (where applicable) company secretary of the relevant members of the Target Group; (ii) accepting the resignation referred to in Clause 8(A)(i)(d); and (iii) amending the signatories and bank mandates for all

accounts maintained by the relevant members of the Target Group with banks and financial institutions in such manner as the Purchaser may require;

- (g) a certified true copy of the resolutions or minutes of the meeting of the board of directors of the Vendor approving this Agreement, the Transaction and the transactions contemplated thereunder;
- (h) a certified true copy of the register of members of the Target Company reflecting the registration of the Purchaser as the holder of the Sale Shares; and
- (i) a certified true copy of the register of directors of the Target Company reflecting the change of directors (if any).

(ii) the Purchaser shall:-

- (a) execute the instrument of transfer in respect of the Sale Shares;
- (b) pay, or procure payment of the Consideration, being HK\$41,800,000, to the Vendor, by crediting such bank account notified to the Purchaser by the Vendor not less than five (5) Business Days prior to the Completion Date, by way of electronic transfer in immediately available funds in HK\$ on the Completion Date;
- (c) deliver to the Vendor a certified true copy of the resolutions or minutes of the meeting of the board of directors of the Purchaser approving this Agreement, the Transaction, the transactions contemplated thereunder.

(B) Without prejudice to any other legal remedies, no Party shall be obliged to proceed to Completion unless all the Parties comply fully with their obligations under Clause 8(A), and if any provisions under Clause 8(A) is not complied with at Completion by the Vendor or the Purchaser (the “**Defaulting Party**”), the other Party ( the “**Non-Defaulting Party**”) may:

- (i) defer the Completion Date to such a date to be agreed by the Parties; or
- (ii) proceed to Completion so far as practicable; or
- (iii) terminate this Agreement.

## 9. CONFIDENTIALITY

The Parties shall at all times keep confidential and not directly or indirectly make or allow any disclosure or use to be made of any information in their possession relating to the other Parties or to the existence or subject matter of this Agreement, except as required by their representatives or professional advisers working on the subject matter of this Agreement or to the extent required by law or by the Listing Rules or with the prior written consent of the other Parties.

**10. NOTICE**

Each notice, demand, consent or other communication given or made under this Agreement shall be in writing and delivered or sent by post or airmail or email or by facsimile transmission to the relevant Parties at its address or email address or fax number set out below (or such other address or fax number as the addressee has by three (3) days' prior written notice specified to the other Parties):-

To the Vendor:           Quan Tai Limited  
Address:           Room 707-711, 7/F, TusPark Workhub, 118 Wai Yip Street, Kwun Tong, Hong Kong  
Fax Number:       (852) 3175 7708  
Email:            hilson.cheng@tus-i.com  
Attention:         Mr. Gilbert Tsang / Mr. Hilson Cheng

Bank account of the Vendor

Account name:       TUS International Limited  
Account number:    783232820  
Account type:       Current account  
Bank:                DBS

To the Purchaser:     Goldbond Investment Group Limited  
Address:            Unit 3901, 39/F., Tower One, Lippo Centre, 89 Queensway, Hong Kong  
Fax Number:        (852) 2826 9289  
Email:              [davidwong@goldbondgroup.com](mailto:davidwong@goldbondgroup.com)  
                      [dicksonng@goldbondgroup.com](mailto:dicksonng@goldbondgroup.com)  
Attention:         Mr. David Wong / Mr. Dickson Ng

Any such notice, demand, consent or other communication so addressed to the relevant Party(ies) shall be in English and shall be served either by hand or by sending it through the post or email or by facsimile. Any notice shall be deemed to have been served, (i) if served by hand, when delivered; (ii) if sent by post, the second business day after it is posted, and (iii) if sent by email or facsimile, when despatched subject to receipt by the sender of confirmation of uninterrupted transmission.

**11. FULL EFFECT**

All the provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion except in respect of those matters then already performed. The Purchaser may take action for the breach or non-fulfilment by the Vendor of any Vendor's Warranty, undertaking or provision before or after completion and completion shall not in any way constitute any waiver of any rights of the Purchaser.

**12. SEVERABILITY**

If at any time one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not in any way be affected or

impaired thereby.

**13. FURTHER ASSURANCE**

Notwithstanding completion, each of the Parties shall sign or execute any document or any deed, or do any act or thing as may reasonably be requested by any other Parties hereto to give full force and effect to the terms of this Agreement, the Transaction and the transactions contemplated hereunder.

**14. TIME**

Time shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may, by agreement in writing between the Parties, be substituted therefor.

**15. COUNTERPARTS**

This Agreement may be executed in any number of counterparts by the Parties on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.

**16. ANNOUNCEMENTS**

Subject to any applicable statutory or regulatory rules or otherwise as may be required by the Listing Rules or the Stock Exchange or any other regulatory authority to which a Party is subject, none of the Parties hereto shall disclose or make any public announcement in relation to the transactions the terms of which are set out in this Agreement or the Transaction or the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto or thereto without the prior consent of the other Parties (which consent shall not be unreasonably withheld or delayed). Nothing in this Clause 16 shall prohibit Goldbond Group and/or TUS International from making the Announcement.

**17. COSTS, EXPENSES AND LEGAL REPRESENTATION**

Each Party shall bear its own legal and other costs and expenses incurred in connection with this Agreement.

**18. ASSIGNMENT**

This Agreement shall be binding on and shall enure for the benefit of the successors and permitted assigns of the Parties but shall not be capable of being assigned by the Vendor without the written consent of the Purchaser.

**19. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the Parties or any of them in relation to the transactions contemplated by this Agreement and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the Parties with respect to the subject matter hereof, whether such be written or oral.



**20. GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.

**21. DISPUTE RESOLUTION**

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three; each of the Vendor and the Purchaser shall appoint one arbitrator and the third arbitrator shall be appointed by the first two arbitrators. The arbitration proceedings shall be conducted in English.

**22. PROCESS AGENT**

- (A) The Vendor hereby irrevocably appoints TUS International Limited as its agent to accept service of legal process in Hong Kong on its behalf. Without prejudice to any other permitted mode of service, the Vendor irrevocably agrees that service of any claim, notice or other document for the purpose of any proceedings commenced in Hong Kong shall be duly served upon it if served on its process agent, whether or not such claim, notice or other document is forwarded to and received by the Vendor.
- (B) The Vendor shall notify the Purchaser in writing of any change of address of its process agent within ten (10) Business Days of such change.
- (C) If, for any reason, the process agent appointed by the Vendor at any time ceases to act as such or no longer has an address in Hong Kong, the Vendor or the Target Company (as applicable) shall promptly appoint another process agent acceptable to the Purchaser and promptly notify the Purchaser of the appointment and the new process agent’s name and address, If the Vendor concerned does not make such appointment within ten (10) Business Days of such cessation, then it shall be effective service of the other Parties to serve the process upon the last known address in Hong Kong of the last known process agent for the Vendor notwithstanding that such process agent is no longer found at such address or has ceased to act.

**23. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

The terms of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns. The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Agreement and no person other than the Parties shall have any rights under it, nor shall it be enforceable by any person other than the Parties.

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**SCHEDULE 1**

**Part A**

**Particulars of the Target Company**

Company Name	:	OPTIMUS FINANCIAL GROUP LIMITED
Place of Incorporation	:	Cayman Islands
Company Number	:	FI-285464
Date of Incorporation	:	24/2/2014
Registered Office	:	Genesis Building, 3rd Floor, P.O. Box 32338KYI-1209, George Town, Grand Cayman, Cayman Islands, B.W.I.
Issued Share Capital	:	33,550,000 shares of US\$0.001 each
Director:	:	Mr. CHAN Vincent Cham Wai, Mr. Maile MAK, Mr. DU Peng, Mr. SHEN Xiao and Mr. Gilbert TSANG
Shareholders	:	Quan Tai Limited (17,110,500 shares; 51%) Mighty Great Limited (9,863,700 shares; 29.4%) Universal Capital Group (6,575,800 shares; 19.6%)
Principal Business	:	Investment holding

**SCHEDULE 1**

**Part B**

**Particulars of the Target Group**



**Hendex International Limited**

Place of Incorporation	:	Hong Kong
Company Number	:	1644355
Date of Incorporation	:	27/07/2011
Registered Office	:	Room 1305, 13/F, Tower A, New Mandarin Plaza, 14 Science Museum Road, Tsim Sha Tsui, Kowloon, Hong Kong
Issued Share Capital	:	HK\$26,001,250
Director:	:	Mr. CHAN Vincent Cham Wai
Shareholder	:	Optimus Financial Group Limited
Principal Activity	:	Investment holding

上海南朗融资租赁有限公司

Place of Incorporation : The PRC  
Company Number : 工商注册號: 310000400676361  
Date of Incorporation : 29/02/2012  
Registered Office : 中国 (上海) 自由贸易试验区加枫路 28 号 5 层 2506A  
Paid-up Capital : RMB114,002,987  
Director: : 麦泳梅  
Shareholder : Hendex International Limited  
Principal Activity : Provision of finance leasing

湖南德路汽车贸易有有限公司

Place of Incorporation : The PRC  
Company Number : 工商注册號: 914301053294948946  
Date of Incorporation : 18/03/2015  
Registered Office : 长沙市开福区三一大道 246 号  
Paid-up Capital : RMB5,000,000  
Director: : 麦泳梅  
Shareholder : 上海南朗融资租赁有限公司  
Principal Activity : Car trading

**SCHEDULE 2**

**Representations, Warranties and Undertakings by the Vendor**

The Vendor hereby represents and warrants to the Purchaser that save as Disclosed, all representations and statements set out in this Schedule 2 are and will be true and accurate as at the date of this Agreement and as at all times up to and including the Completion Date with reference to the facts and circumstances subsisting at such time.

1. General

- (A) The Vendor has full power, capacity and authority, and has obtained all necessary Authorisations, to enter into this Agreement and to exercise its rights and perform its obligations hereunder. This Agreement is a legal, valid and binding agreement on the Vendor, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- (B) The obligations of the Vendor under this Agreement shall at all times constitute direct, unconditional, unsecured, unsubordinated and general obligations of, and shall rank at least pari passu with, all other present and future outstanding unsecured obligations, issued, created or assumed by the Vendor.
- (C) The execution, delivery and performance of this Agreement by the Vendor does not and shall not violate in any respect any provision of:
  - (i) any Laws of any Governmental Authority of Hong Kong and any other jurisdiction to which the Vendor is subject; or
  - (ii) the Laws and documents incorporating and constituting the Vendor; and
  - (iii) any agreement or other undertaking to which the Vendor and/or any member of the Target Group is a party or which is binding upon it or any of its assets, and does not and shall not result in the creation or imposition of any Encumbrance on any of its assets pursuant to the provisions of any such agreement or other undertaking.
- (D) To the best of the Vendor's knowledge, the information set out in the recital, and the particulars in respect of the Target Group set out in Schedule 1 are true and accurate.
- (E) To the best of the Vendor's knowledge, all written information given by or on behalf of the Vendor to the Purchaser or any of its representatives was when given and is now true, complete and accurate in all material respects and not misleading in any material respect.
- (F) Except as disclosed in Schedule 1, to the best of the Vendor's knowledge, no member of the Target Group directly or indirectly holds or beneficially owns any equitable, financial, management or other interest in any person (including any company,

partnership, unincorporated company or association).

- (G) Except as disclosed in Schedule 1, to the best of the Vendor's knowledge, no member of the Target Group has any other branch, agency, place of business or permanent establishment in any country.

2. Corporate Status

- (A) To the best of the Vendor's knowledge, each member of the Target Group has been duly incorporated and constituted under the laws of its place of incorporation, and is legally and validly subsisting under the laws of its place of incorporation, and there has been no resolution, petition or order for the winding-up of any member of the Target Group and no receiver has been appointed in respect thereof or any part of the assets thereof, nor are any such resolutions, petitions, orders and appointments imminent or likely.
- (B) To the best of the Vendor's knowledge, no events or omissions have occurred whereby the constitution subsistence or corporate status of any member of the Target Group has been or is likely to be adversely affected.

3. Sale Shares, and Share Capital etc

- (A) The Sale Shares were allotted and issued fully paid up in accordance with the constitutional documents of the Target Company and all relevant Laws, are legally and beneficially owned by the Vendor and are free from all Encumbrances.
- (B) The Sale Shares represent 51% of the total issued share capital of the Target Company as at the date of this Agreement and the Completion Date.
- (C) To the best of the Vendor's knowledge, there is no Encumbrance on, over or affecting any of the Sale Shares or any part of the issued or unissued share capital of any member of the Target Group and there is no agreement or commitment to give or create any of the foregoing or accords to any person the right to call for the allotment or issue of, any shares or securities or equity interest in or debentures of any member of the Target Group and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.

4. Accounts

- (A) The Accounts were prepared in accordance with generally accepted accounting principles, standards and practices in Hong Kong (including all applicable Hong Kong Financial Reporting Standards); and give a true and fair view of the affairs and financial position of the Target Group and disclose, in all material respects, the assets and liabilities of the Target Group as at the Accounts Date and the profits and losses of the Target Group for the period commencing from 1 January 2019 and ended on the Accounts Date.
- B) The Management Accounts were prepared in accordance with generally accepted accounting principles, standards and practices in Hong Kong (including all applicable Hong Kong Financial Reporting Standards); and give a true and fair view of the affairs and financial position of the Target Group and disclose, in all material respects, the assets and liabilities of the Target Group as at 31 May 2020 and the profits and losses of the

Target Group for the period commencing from 1 January 2020 and ended on 31 May 2020.

- (C) Except as disclosed in the Accounts or the Management Accounts, to the best of the Vendor's knowledge, no member of the Target Group has lent any money or provided any credit which has not been repaid or owns the benefit of any debt (whether or not due for repayment), other than debts which have arisen in the ordinary course of its business or for the benefit of another member of the Target Group; and no member of the Target Group has made any loans or extended any credit contrary to the applicable laws and regulations and its constitutional documents.
- (D) As at the Completion Date, to the best of the Vendor's knowledge, no member of the Target Group has agreed to create or issue any loan capital which has not been repaid, save for the amounts shown in the Accounts or the Management Accounts.

5. Financial Matters

- (A) As at the Completion Date, the Target Group will have cash balance of not less than RMB30,000,000.
- (B) To the best of the Vendor's knowledge and save as disclosed in the Accounts or the Management Accounts, no member of the Target Group has any capital commitment or is engaged in any scheme or project requiring the expenditure of capital as at the Accounts Date.
- (C) To the best of the Vendor's knowledge and save as disclosed in the Accounts or the Management Accounts, no member of the Target Group has factored any of its receivables or is engaged in financing of a type which would not be required to be shown or reflected in the Accounts or the Management Accounts.
- (D) Save as disclosed in the Accounts or the Management Accounts, no member of the Target Group has any other material obligations or liabilities (whether actual or contingent).
- (E) Save as disclosed in the Accounts or the Management Accounts, there are no material liabilities (whether contingent, qualified, disputed, deferred or not) owed by any member of the Target Group to the Vendor or companies controlled by the Vendor or any person connected with either of them, nor are there any indebtedness owing to any member of the Target Group by any such person.

6. Material Transactions

- (A) Since the Accounts Date and save as disclosed in Schedule 3 to this Agreement, each member of the Target Group has carried on its business in the ordinary course so as to maintain the same as a going concern and:
  - (i) no member of the Target Group has created any mortgage or charge on the whole or any part of its assets now outstanding which has a Material Adverse Change;
  - (ii) no member of the Target Group has borrowed or increased any secured liability (except from bankers in the ordinary course of its day to day trading operation);



- (iii) save in respect of the ordinary course of day-to-day business operations or transactions, no member of the Target Group has entered into any transaction and incurred any liabilities;
- (iv) there has been no material adverse change in the financial condition of the Target Group as a whole;
- (v) no loan or loan capital has been repaid by any member of the Target Group in whole or in part except as required in the ordinary course of day-to-day operations;
- (vi) no member of the Target Group has undertaken or authorised any capital commitment;
- (vii) no resolution of any member of the Target Group in general meeting has been passed other than resolutions relating to the routine business of an annual general meeting as may be required by Laws;
- (viii) no member of the Target Group has declared, paid or made nor is proposing to declare, pay or make any dividend or other distribution;
- (ix) no event has occurred which would entitle any third party (with or without the giving of notice) to call for the repayment of indebtedness from a member of the Target Group prior to its normal maturity date;
- (x) the business of each member of the Target Group has been carried on in the ordinary and usual course and in the same manner (including nature and scope) as in the past, no material fixed asset or stock has been written up nor any debt written off, and no unusual or abnormal contract has been entered into by any member of the Target Group;
- (xi) no asset of any member of the Target Group has been acquired or disposed of, or has been agreed to be acquired or disposed of, otherwise than in the ordinary course of business, and there has been no parting with possession of any of its property, assets (including know-how) or stock in trade or any payments by any member of the Target Group, and no contract involving expenditure by it on capital account has been entered into by any member of the Target Group, and no liability has been created or has otherwise arisen (other than in the ordinary course of business);
- (xii) no remuneration (including bonuses) or benefit of material amount payable to any officer or employee of any member of the Target Group has been increased nor has any member of the Target Group undertaken any obligation to increase any such remuneration at any future date with or without retrospective effect except for the normal salary increment;
- (xiii) no member of the Target Group has entered into any joint venture or partnership with any third party;
- (xiv) no member of the Target Group has given any guarantee or indemnity which has not been released or satisfied (other than those for the benefit of another member

of the Target Group); or

- (xv) no member of the Target Group has breached or defaulted under any contracts, commitments or transactions.

7. Business etc.

- (A) The principal business activities of each member of the Target Group are as set out in Schedule 1.
- (B) To the best of the Vendor's knowledge and save as disclosed in the Accounts or the Management Accounts, none of the members of the Target Group carries on any businesses or activities in breach of its relevant business license (if any) or its memorandum and articles of association (or the equivalent constitutional documents) which has a Material Adverse Change.
- (C) To the best of the Vendor's knowledge, in respect of each of the said businesses being carried on by the Target Group:-
  - (i) there are requisite corporate powers in respect thereof, all applicable Laws have been complied with and observed, and there has been no breach or contravention of the same; and
  - ;
  - (iii) the said businesses and all qualifications, registrations, licences and other approvals may continue to be carried on and held by the members of the Target Group after and notwithstanding completion.

Note: certain representations and warranties are/will be provided by Universal Capital Group Limited (being a minority and management shareholder of the Target Company) in respect of (among others) the corporate status, legal compliance, financial conditions, business, operations, assets and liabilities in relation to the Target Group.

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**SCHEDULE 3**

**Disclosure Schedule**

This Disclosure Schedule constitutes formal disclosure to the Purchaser for the purposes of this Agreement. It is to disclose to the Purchaser facts and circumstances which are or may be inconsistent or in contradiction with the Vendor's Warranties which give rise to a claim under this Agreement by the Purchaser. The Vendor's Warranties are made and given subject to those facts and circumstances fairly disclosed in this Disclosure Schedule, including the general and specific disclosures set out below.

If there is any inconsistency between this Disclosure Schedule (on the one hand) and other parts of this Agreement (including the Vendor's Warranties) (on the other hand), this Disclosure Schedule shall prevail and shall be deemed to be the relevant Disclosure. Any Disclosure herein shall apply to all the Vendor's Warranties to which it is or may be appropriate and shall not be limited in any way to the specific Warranty to which it refers.

References in this Disclosure Schedule to paragraph headings and numbers shall, unless the context otherwise requires, be to those headings and numbered paragraphs under Schedule 2 to this Agreement. A disclosure or qualification made by reference to any particular paragraph shall be deemed to be made also in respect of any other paragraph to which the disclosure or qualification may be applicable. Headings and numberings herein shall not alter the construction of this Disclosure Schedule nor in any way limit the effect of any of the Disclosures, all of which are made against the Vendor's Warranties as a whole. The disclosure of any matter, fact or information shall not imply any representation, warranty or undertaking not expressly given in this Agreement nor shall such disclosure be taken as extending the scope of any of the Vendor's Warranties.

**Part A**

**General Disclosure**

By way of general disclosure, the following matters are disclosed to the Purchaser (to the extent only that such disclosure meets the criteria set out in the definition of Disclosed):

- (a) The content of this Agreement, and all matters, facts and information set out in this Agreement, including without limitation, all Schedules and all arrangements to be entered into pursuant to or contemplated by this Agreement.
- (b) All matters, facts and information which are in or revealed by a search of the publicly available records conducted on the date of this Agreement at the relevant Administration for Industry and Commerce Branch in the PRC in relation to the PRC Companies.
- (c) All matters, facts and information disclosed, provided for, noted or referred to in the following documents are deemed to be disclosed:
  - (i) the Accounts; and
  - (ii) the Management Accounts.

(d) All matters which have, or ought reasonably to have, been disclosed by inspection of the Articles of Association of the PRC Companies and their statutory registers and books or the minute books.

(e) The following matters in respect of the PRC Companies:

**一、 南朗租赁被列为“经营异常融资租赁公司”**

上海市地方金融监督管理局于2020年5月12日公布《关于经营异常融资租赁公司（第三批）相关情况公告》，南朗租赁被列入异常融资租赁公司名单，原因为“未按监管要求报送经营情况及相关数据”。

该公告要求“相关企业及时与注册地所在区行业主管部门联系，并按照有关监管要求及时进行整改。公告期满后，对仍未与所在区主管部门联系并按要求整改的企业，我局将按相关规定采取必要处置措施。”

**二、 南朗租赁对外借款行为违反监管暂行办法**

根据2020年的《监管暂行办法》第八条的规定，“融资租赁公司不得有下列业务或活动：……（二）发放或受托发放贷款……。”及第四十八条规定“融资租赁公司违反法律法规和本办法规定，有关法律法规有处罚规定的，依照其规定给予处罚；有关法律法规未作处罚规定的，地方金融监管部门可以采取监管谈话、出具警示函、责令限期改正、通报批评等监管措施；构成犯罪的，依法追究刑事责任。”。根据2013年的《融资租赁企业监督管理办法》，“融资租赁企业不得从事吸收存款、发放贷款、受托发放贷款等金融业务。”

南朗租赁向启迪云控（北京）科技有限公司、北京中安佳驿停车管理有限公司提供贷款违反《监管暂行办法》及《融资租赁企业监督管理办法》的禁止性规定。

**三、 分公司被列入“异常经营目录”**

南朗租赁南京分公司因“通过登记的住所或者经营场所无法联系”的原因于2019年11月29日被南京市市场监督管理局列入异常经营目录。

南朗租赁湖南分公司因“通过登记的住所或者经营场所无法联系”的原因于2020年2月27日被长沙市市场监督管理局列入异常经营目录。

**四、 总经理存在违反《公司章程》的兼职行为**

根据南朗租赁《公司章程》第二十八条的规定，“总经理、副总经理不得兼任与本公司有商业竞争行为的其他经济组织的职务，不得参与其他经济组织对本合营公司的商业竞争活动。”

经核查，南朗租赁的总经理麦泳梅在多个公司存在兼职情况，包括担任中山市远熙电子商务有限公司的董事、经理，担任广东宏达通邮电子商务有限公司的董事、经理，担任狮帆融资租赁（上海）有限公司的监事，其中兼职的狮帆融资租赁（上海）有限公司同样经营融资租赁业务，且不存在不竞争协议安排，且不属于南朗租赁控制的企业，属于与南朗租赁相竞争的经济组织，麦泳梅兼任该职务违反了南朗租赁公司章程的上述规定。

## **五、 南朗租赁未建立关联交易管理制度**

根据《融资租赁企业监督管理办法》第十五条的规定“融资租赁企业应当建立关联交易管理制度。融资租赁企业在对承租人为关联企业的交易进行表决或决策时，与该关联交易有关联关系的人员应当回避。”

根据《监管暂行办法》第十三条的规定“融资租赁公司应当建立关联交易管理制度，其关联交易应当遵循商业原则，独立交易、定价公允，以不优于非关联方同类交易的条件进行。”

目前南朗租赁未建立或制定关联交易管理制度。

## **六、 湖南德路未依法办理社会保险登记及公积金登记**

根据《社会保险费征缴暂行条例（2019年修订）》第八条的规定“企业在办理登记注册时，同步办理社会保险登记。前款规定以外的缴费单位应当自成立之日起 30 日内，向当地社会保险经办机构申请办理社会保险登记。”第二十三条规定“缴费单位未按照规定办理社会保险登记、变更登记或者注销登记，或者未按照规定申报应缴纳的社会保险费数额的，由劳动保障行政部门责令限期改正；情节严重的，对直接负责的主管人员和其他直接责任人员可以处 1000 元以上 5000 元以下的罚款；情节特别严重的，对直接负责的主管人员和其他直接责任人员可以处 5000 元以上 10000 元以下的罚款。”

根据《住房公积金管理条例（2019年修订）》第十四条规定，“新设立的单位应当自设立之日起 30 日内向住房公积金管理中心办理住房公积金缴存登记，并自登记之日起 20 日内，为本单位职工办理住房公积金账户设立手续。”第三十七条规定，“第三十七条 违反本条例的规定，单位不办理住房公积金缴存登记或者不为本单位职工办理住房公积金账户设立手续的，由住房公积金管理中心责令限期办理；逾期不办理的，处 1 万元以上 5 万元以下的罚款。”

湖南德路存在未依法办理社会保险登记或住房公积金登记的情况。

## **七、 关于房屋租赁的问题**

### **1、 南朗租赁未提供租赁房产的所有权证及租赁备案证明**

南朗租赁未提供所租赁房产的所有权证明，无法确认相应出租方是否为租赁产权的合法所有者，租赁房产是否权属完整、清晰。

根据《商品房屋租赁管理办法》等相关法律法规规定，出租人及承租人应当向房管部门及时办理房屋租赁备案。《商品房屋租赁管理办法》第二十三条规定，未依法进行房屋租赁备案的，由直辖市、市、县人民政府建设（房地产）主管部门责令限期改正；个人逾期不改正的，处以一千元以下罚款；单位逾期不改正的，处以一千元以上一万元以下罚款。

南朗租赁亦未提供房屋租赁备案证明。

## **2、 南朗租赁未提供子公司及其他分支机构的租赁合同**

南朗租赁未能提供湖南德路及南朗租赁的分公司（佛山分公司、浦东分公司除外）的注册地及办公地的房屋租赁合同。

## **八、 南朗租赁的注册资本尚未缴足**

根据上海市地方金融监督管理局于2019年5月23日发布的《关于进一步促进本市融资租赁公司、商业保理公司、典当行等三类机构规范健康发展强化事中事后监管的若干意见》（沪金规〔2019〕1号），融资租赁公司“一般应当在设立后6个月内将部分注册资本实缴到位，以保障实质性开展融资租赁、商业保理等相关业务；其余注册资本也应根据业务发展状况及时实缴到位。”

南朗租赁的2014年8月14日修订的《公司章程》第十一条规定，南朗租赁的注册资本增加至1.7亿人民币，增资部分已到位1400.2987万人民币，其余十年内全部到位。

南朗租赁认缴注册资本为17,000万元，实缴注册资本为11,400.2987万元。南朗租赁的注册资本尚未缴足。

## **九、 关联方中存在同业竞争的公司**

南朗租赁的总经理担任监事的“狮帆融资租赁（上海）有限公司”从事融资租赁业务，与南朗租赁业务相同。

- (f) Specific matters, facts and information as set out below are deemed to be disclosed against the specific Warranty to which its paragraph number is set out against.

**Part B**

**Specific Disclosure**

<b>Paragraphs</b>	<b>Disclosure</b>																																										
5(D), 5(E) and 6(A)	<p>澳绰融资租赁有限公司 (Alter Leasing (Shanghai) Limited*)(“<b>Alter Shanghai</b>”), 环宇融资租赁 (上海) 有限公司 (“<b>Universal Shanghai</b>”) (Universal Capital Leasing (Shanghai) Limited*) are indirectly wholly owned subsidiary of UCG and Universal Capital Enterprise and Alter Investment Limited are directly wholly owned subsidiary of UCG.</p> <p>Chan Vincent Cham Wai (陈湛伟) is a director of each of UCG, the Target Company and Hendex International Limited (Hong Kong) (“<b>Hendex</b>”).</p> <p>Kelvin Peng (彭岳峰) is a director / shareholder of Might Great Limited, a shareholder of the Target Company.</p> <p>As of the date of the Management Accounts, the following amounts are owned by the following Debtors / owned to the following Creditors:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: left;"><u>Accounts Receivable</u></th> </tr> <tr> <th style="text-align: left;"><b>Debtor</b></th> <th style="text-align: left;"><b>Member of the Target Group</b></th> <th style="text-align: right;"><b>RMB</b></th> </tr> </thead> <tbody> <tr> <td>Alter Shanghai</td> <td>Shanghai Nanlang</td> <td style="text-align: right;">9,159,372</td> </tr> <tr> <td>Universal Shanghai</td> <td>Shanghai Nanlang</td> <td style="text-align: right;">13,441,300</td> </tr> <tr> <td>Kelvin Peng (彭岳峰)</td> <td>Shanghai Nanlang</td> <td style="text-align: right;">24,660,000</td> </tr> <tr> <td>Universal Capital Enterprise</td> <td>Hendex</td> <td style="text-align: right;">4,003,376</td> </tr> <tr> <td>Universal Shang Hai</td> <td>Hendex</td> <td style="text-align: right;">2,486,527</td> </tr> <tr> <td><b>Total:</b></td> <td></td> <td style="text-align: right; border-top: 1px solid black;">53,750,575</td> </tr> <tr> <th colspan="3" style="text-align: left;"><u>Accounts Payable</u></th> </tr> <tr> <th style="text-align: left;"><b>Member of the Target Group</b></th> <th style="text-align: left;"><b>Creditor</b></th> <th style="text-align: right;"><b>RMB</b></th> </tr> <tr> <td>Hendex</td> <td>Alter Investment Limited</td> <td style="text-align: right;">9,159,372</td> </tr> <tr> <td>Hendex</td> <td>Chan Vincent Cham Wai (陈湛伟)</td> <td style="text-align: right;">425,225</td> </tr> <tr> <td><b>Total:</b></td> <td></td> <td style="text-align: right; border-top: 1px solid black;">9,584,597</td> </tr> <tr> <td colspan="2">Net Accounts Receivable:</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">44,165,978</td> </tr> </tbody> </table>	<u>Accounts Receivable</u>			<b>Debtor</b>	<b>Member of the Target Group</b>	<b>RMB</b>	Alter Shanghai	Shanghai Nanlang	9,159,372	Universal Shanghai	Shanghai Nanlang	13,441,300	Kelvin Peng (彭岳峰)	Shanghai Nanlang	24,660,000	Universal Capital Enterprise	Hendex	4,003,376	Universal Shang Hai	Hendex	2,486,527	<b>Total:</b>		53,750,575	<u>Accounts Payable</u>			<b>Member of the Target Group</b>	<b>Creditor</b>	<b>RMB</b>	Hendex	Alter Investment Limited	9,159,372	Hendex	Chan Vincent Cham Wai (陈湛伟)	425,225	<b>Total:</b>		9,584,597	Net Accounts Receivable:		44,165,978
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6(A)(xiii)	[Shanghai Nanlang] agrees to pay an incentive fee of approximately RMB 500,000 to Mr. Lo Biao, a sales person of Shanghai Nanlang.																																										

**EXHIBIT 1**

**FORM OF VENDOR'S CERTIFICATE**

To: **[Goldbond Investment Group Limited]**

Date: [\*]

**Sale and purchase agreement dated [\*] 2020 relating to the sale and purchase of 51% of the total issued share capital of Optimus Financial Group Limited (the "Agreement") entered into among Quan Tai Limited (as the Vendor) and [Goldbond Investment Group Limited] (as the Purchaser)**

We refer to the Agreement. Unless otherwise specified, capitalised terms used in this Certificate shall have the same meanings as adopted in the Agreement.

We are the Vendor to the Agreement and hereby give this certificate and certify that, as at the date hereof:-

1. all necessary Authorisations (or waivers) in relation to the Agreement and the Transaction have been obtained and have not been revoked and all necessary registrations and filings (if applicable) in relation to the Agreement and the Transaction have been completed; and
2. the Outstanding Loan having been repaid by TUS Cloud to Shanghai Nanlang in full;
3. all Vendor's Warranties are true, accurate and not misleading in all material respects.

---

[\*]

for and on behalf of  
**Quan Tai Limited**



**Execution Version**

IN WITNESS WHEREOF the Parties have duly executed this Agreement the day and year first above written.

**VENDOR**

SIGNED by )  
)  
)  
for and on behalf of )  
**QUAN TAI LIMITED** )  
in the presence of:- )

**PURCHASER**

SIGNED by )  
)  
)  
for and on behalf of )  
**GOLDBOND INVESTMENT** )  
**GROUP LIMITED** )  
in the presence of:- )



IN WITNESS WHEREOF the Parties have duly executed this Agreement the day and year first above written.


**VENDOR**

SIGNED by TSANG Ling Bui, Gilbert )



for and on behalf of )  
**QUAN TAI LIMITED** )  
in the presence of:- )

CHENG Him Shun HTLsm

 . Room 707-711, 7/F, The Park Workhub  
118 Wai Yip Street, Kwun Tong, Hong Kong

**PURCHASER**

SIGNED by )

for and on behalf of )  
**GOLDBOND INVESTMENT** )  
**GROUP LIMITED** )  
in the presence of:- )