

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

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**A Important Notices**

1. This report has been compiled by Frank Forensic and Corporate Recovery Limited (“Frank Recovery”) based on documents and information provided by China U-Ton Future Space Industrial Group Holdings Limited (In Liquidation) (the “Company”, together with its subsidiaries, the “Group”). The scope of work underlying the report is different from that of an audit and it cannot, therefore, be relied upon to provide the same level of assurance as an audit.
2. The accuracy of a report of this nature is primarily dependent on the accuracy and completeness of the information provided by the Company and the representations given to Frank Recovery. The staff of Frank Recovery have not verified the veracity of the information on which this report is based. Frank Recovery is, therefore, not in a position to give assurance as to the accuracy or completeness of this report given the limitations on scope and available information as disclosed herein.
3. This report content is solely for the use of the special investigation committee of the Company (“SIC”) which was established in August 2022, comprising the independent non-executive directors, namely Mr. Mok Hon Kwong Thomas and Mr. Ma Yu-heng and the executive director of the Company, Mr. Mok Kwan Leong. No part of this report can be included or referenced in any document without a prior written approval by Frank Recovery. Frank Recovery does not accept any liability and/or will not be held responsible in any circumstances for any losses incurred by any third party as a result of reliance on the contents of this report.
4. The analyses and conclusions presented in this report are not to be used for any other purposes, in any other context or by any other person except for the purposes described in Section D herein.

5. Possession of this report does not imply a permission to publish the same or any part thereof. No part of this report is to be communicated to the public by means of advertising, news releases, sales and promotion materials or any other forms of media without the prior written consent and approval of Frank Recovery.

**B**     **Definitions**

Application	The criminal case acceptance monitoring application (刑事立案监督申请书) dated 24 June 2022 submitted by U-Ton Beijing to the Police in mainland China
Arrangement	The appointment of Guo, under the supervision of Sun, to act as the legal representative in U-Ton Beijing and as the sole bank signatory of Citic Bank Account
Available Documents	The documents set out in Appendix 1
Authorisation Letter	An authorisation letter dated 2 January 2020
BEA Bank Account	The bank account of U-Ton Beijing maintained with Bank of East Asia
Beijing Yin Ao	Beijing Yin Ao Law Firm (北京市银奥律师事务所), a PRC law firm engaged by the Company
Beijing Future Space	Beijing Future Space Zhizhai Technology Company Limited (北京未来空间智宅科技有限公司), incorporated on 30 June 2015 in the PRC with limited liability
Beijing Xinan	Beijing Xinan Hengcheng Trading Co., Ltd. (北京信安恒成商贸有限公司), incorporated on 3 April 2015 in the PRC with limited liability
Citic Bank Account	A bank account of U-Ton Beijing with Citic Bank with account number 8110701012401965401 on 20 August 2020
Company	China U-Ton Future Space Industrial Group Holdings Limited

(In Liquidation) (HKEX stock code: 6168), incorporated in Cayman Islands with limited liability

Delegation Letter	A delegation of payment letter (付款委託書) dated 15 August 2020 and issued by Xin Jiang Bo Run
Deng	Mr. Deng Mingshan (邓明善), husband of Guo
HKEX	The Stock Exchange of Hong Kong Limited
Frank Recovery	Messrs. Frank Forensic and Corporate Recovery Limited
Group	The Company together with its subsidiary and associate companies
Guo	Guo Yezi (郭叶子), former legal representative, executive director and general manager of U-Ton Beijing she is also wife of Deng
Interviews	Interviews of the Relevant Persons conducted by Frank Recovery
Jiang	Jiang Changqing (姜长青), executive director, chairman and co-founder of the Company
Jiang Interview	Interview of Jiang conducted by Frank Recovery held on 24 October 2022
Jubang Jiujiu	Beijing Jubang Jiujiu Investment Management Co., Ltd. (北京聚邦久久投资管理有限公司), incorporated on 29 October 2014 in the PRC with limited liability

MOU	A memorandum of understanding dated 3 January 2020 entered into between the Company, Xin Jiang Bo Run and Beijing Future Space
Pang	Ms. Cathy Pang, Chief Financial Officer of Well Alliance Management Limited, the compliance advisor to the Company
Potential Cooperation	A potential business cooperation with an independent investor, namely, Xin Jiang Bo Run and a company, namely, Beijing Future Space principally engaged in the green and smart building materials, decoration and renovation business in the PRC
Purported Cooperation Agreement	An undated 業務合作協議 purportedly entered between U-Ton Beijing as party A and Beijing Future Space as party B
Purported New Business	The new business of trading of green and smart building materials, decoration and renovation business of U-Ton Beijing under the Purported Cooperation Agreement
Relevant Period	The period from 1 January 2020 to 31 August 2020
SIC	Special Investigation Committee of the Company set up by the Board of Directors on 22 August 2022
Subscription Shares	417,269,077 ordinary shares of the Company issued to Xin Jiang Bo Run in accordance with the Subscription Agreement
Subscription	The allotment of 417,269,077 Subscription Shares at the

subscription price of HK\$0.31 per Subscription Share pursuant to the Subscription Agreement

Subscription Agreement	A subscription agreement dated 23 April 2020 entered into between the Company and Xin Jiang Bo Run
Subscription Money	The gross proceeds from the Subscription of HK\$129,353,413.87, equivalent to approximately RMB116,819,068.67
Sun	Sun Xiao(孙啸), authorised representative of Xian Jiang Bo Run
Transition Period	The period between the date of signing of the Subscription Agreement and the date of payment of the Subscription Money
U-Ton Beijing	U-Ton Future Space (Beijing) Technology Development Ltd. (优通未来空间(北京)科技发展有限公司), incorporated on 25 March 2013 in the PRC with limited liability and is wholly-owned by U-Ton Hong Kong
U-Ton Hong Kong	China U-Ton (Hong Kong) Limited (中国优通(香港)有限公司), incorporated on 1 February 2013 in Hong Kong with limited liability and an indirect wholly-owned subsidiary of the Company
Unauthorised Transfers	The transfer the Subscription Money to Beijing Xinan on 21 August 2020



Xin Jiang Bo Run or the Subscriber	Xin Jiang Bo Run Investment Holding Holdings Limited (新疆博润投资控股有限公司) incorporated on 20 September 2011 in the PRC with limited liability and is a state-owned enterprise and wholly-owned by Urumqi Ganquanbao Economic and Technological Development Zone (Industrial Zone) Finance Bureau (乌鲁木齐甘泉堡经济技术开发区(工业区)财政局)
Ye	Susan Yu Ye Chen alias Susan Ye (叶子 alias 叶雨), representative of Jiang
Ye Interview	Interview of Ye conducted by Frank Recovery held on 24 October 2022
Yuen	Yuen Tsz Chun, Frank, Managing Director of Frank Recovery
Zhao	Zhao Feng (赵峰), executive director of the Company

**C**    **Appointment**

6. Frank Recovery has been appointed by the Special Investigation Committee of the Company to prepare a report on the issues as detailed in Section D of this report. This report is compiled under the supervision of our Managing Director, Yuen Tsz Chun, Frank (“Yuen”), to set out our findings.
  
7. The curriculum vitae of Yuen is appended at Appendix 16.

**D**    **Introduction**

**D1**    **Description of the Assignment**

8.    Frank Recovery has been appointed by the Company to provide a report for the investigation of the Subscription pursuant to the engagement letter dated 12 October 2022 which are reproduced below.

- Conducting inquiry and review on the accounts, documents and records of the Company in relation to the Subscription; and
  
- Attending interviews and making enquiries with the appropriate management of the Company and/or the relevant persons to obtain information in relation to the Subscription.

**D2**    **Declaration of Independence**

9.    To the best of our knowledge and belief, the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions outlined below. Frank Recovery has no present or prospective interest in the property that is the subject of this report, and Frank Recovery has no personal relations or interests with respect to the parties involved. Frank Recovery has no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment. Our professional fee is not contingent on any actions or events resulting from the analyses, opinions, conclusions in, or the use of this report.

**D3 Sources of Information and Documents**

10. For the purpose of this assignment, Frank Recovery has been provided with the documents set out in **Appendix 1** (the “Available Documents”).

**D4 Statement of Limiting Conditions**

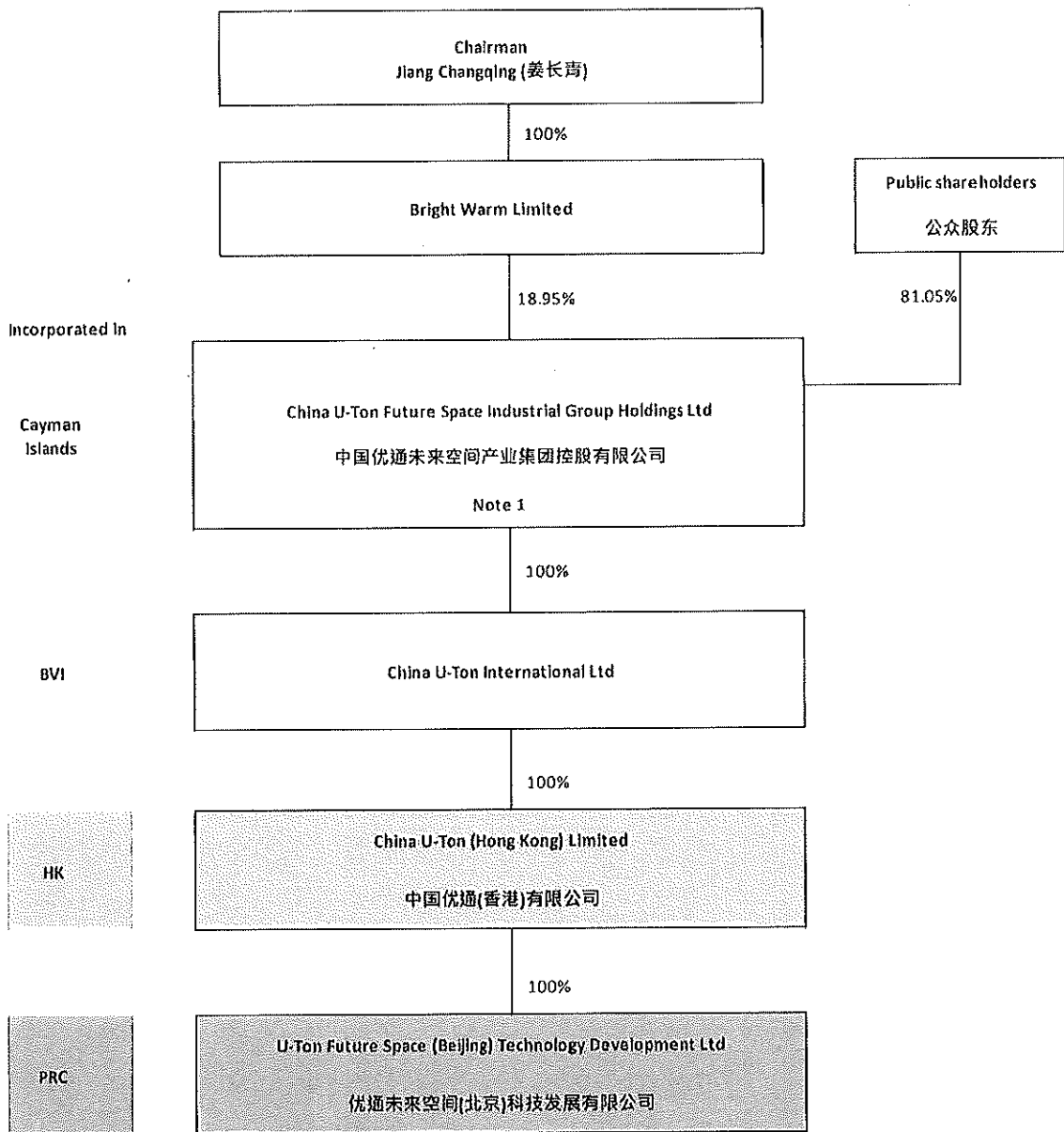
11. This report relies upon the following contingent and limiting conditions:
- a. Frank Recovery has relied on the information, documentation and representations provided to it by the Company. Frank Recovery has assumed that such information and documentation are true and accurate at the time they were provided and continue to be so on the date of this report, and that all available information relevant to addressing the Issues has been provided to Frank Recovery. However, Frank Recovery offers no assurance as to the accuracy thereof.
  - b. The information and documents including internal correspondence among the directors and staff are limited to the Available Documents.
  - c. Frank Recovery has invited the then directors of the Company and those individuals involved in the Subscription at the material time whom we believe could provide information to attend interview. Only four invitees have attended interviews as at the date hereof. The details of the interviews will be discussed in Section H below.
  - d. The extracted Wechat conversations between various individuals who were involved in the Subscription were provided by the Company, SIC and the representatives of Jiang. We have not conducted a forensic discovery on the devices storing the Wechat conversations. We offer no assurance as to the accuracy and completeness thereof.

- e. Frank Recovery assumes no responsibility for any legal matters including, but not limited to, legal or title concerns.
  
- f. Our opinion and analyses given in this report are based on the limited and incomplete information and documentation made available to Frank Recovery and subject to time constraint. Should other new documents or additional information become available and additional invitees attend interviews, we may need to reconsider our opinions expressed herein and this could lead to a revision of our opinions in whole or in part in this report. As such, Frank Recovery expressly reserve all its rights in this regard.

E Background Information

12. The Company was incorporated in the Cayman Islands on 7 March 2011 and its shares were listed on the GEM Board of the Stock Exchange of Hong Kong Limited (the "HKEX") on 12 June 2012 and subsequently listed on the Main Board of the HKEX on 1 August 2014 (HKEX stock code: 6168).
13. According to the Company's interim report for the six months ended 30 June 2020, the principal activities of the Group were provision of design, deployment and maintenance of optical fibers services, other communication networks services, environmentally intelligent technical products and services, and money lending services.
14. On 23 April 2020, the Company entered into a subscription agreement ("**Subscription Agreement**") (Appendix 2) with the 新疆博潤投資控股有限公司 ("**Xin Jiang Bo Run**" or the "**Subscriber**") pursuant to which the Subscriber conditionally agreed to subscribe for, and the Company conditionally agreed to allot and issue 417,269,077 new shares of the Company at the subscription price of HK\$0.31 per new share (the "**Subscription**"). The gross proceeds from the Subscription was in the sum of HK\$129,353,413.87 equivalent to approximately RMB116,819,068.67 ("**Subscription Money**").
15. An organisational chart showing the ownership of U-Ton Beijing is as follows.

### Ownership chart of U-Ton Beijing



**Note**

1. The Company was ordered to be wound up by the High Court of Hong Kong on 5 May 2021.

16. The composition of the Board of the Company during the Relevant Period is set out in Table 3 below.

**Table 1 Composition of the Board of the Company in the Relevant Period**

No.	Name	Position	From	Until	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
1	CHEN Qiuheng (陈齐亨)	CEO	23 May 2018	Present								
2	GE Lingyue (葛凌跃)	NED	9 May 2017	6 June 2022								
3	Ji Huiqiang (计惠强)	ED	9 May 2017	15 December 2021								
4	JIANG Changqing (姜长青)	Ch. Dir	31 March 2011	Present								
5	LI Xiaohui (李晓慧)	INED	27 May 2012	1 July 2020								
6	LIU Jianzhou (刘健洲)	ED	23 May 2018	Present								
7	LIU Zhen (刘震)	ED	1 December 2019	Present								
8	MENG Fanlin (孟繁林)	INED	27 May 2012	5 May 2021								
9	TENG Xun (滕迅)	INED	29 February 2020	6 May 2021								
10	WANG Haiyu (王海玉)	INED	27 May 2012	Present								
11	WU Hanpu (吴翰璞)	INED	3 August 2020	6 June 2022								
12	ZHAO Feng (赵峰)	ED	9 May 2017	Present								



F Work Performed

17. To investigate the Issues, we performed the following work:
  - a. Reviewed the Available Documents;
  - b. Arranged and conducted interviews with those persons involved in or related to the Subscription including directors of the Company during the period from 1 January 2020 to 31 August 2020 (the “**Relevant Period**”); and
  - c. Performed background searches on the relevant companies and relevant individuals in the public domain.

G. The Subscription

G1 **Strategic Cooperation Memorandum**

18. On 3 January 2020, the Company entered into a memorandum of understanding (the “MOU”) (Appendix 3) for a purported potential business cooperation (the “Potential Cooperation”) with an independent investor, namely, Xin Jiang Bo Run and a company, namely, 北京未來空間智宅科技有限公司 (“Beijing Future Space”) principally engaged in trading of green and smart building materials, decoration and renovation business in the mainland China.
19. The Company considered that the Potential Cooperation was in line with the business development strategies and planning of the Group, and offered good opportunities for U-Ton Beijing to expand its business to trading of green and smart building materials, decoration and renovation business (the “Purported New Business”).
20. According to the authorisation letter dated 2 January 2020 (the “Authorisation Letter”) (Appendix 4), Mr. Sun Xiao (“孙啸”) (“Sun”) was authorised by Xin Jiang Bo Run to represent it to handle the Potential Cooperation. The Authorisation Letter was affixed with the company chop of Xin Jiang Bo Run. Sun was authorised to represent Xin Jiang Bo Run to negotiate, draft, witness, sign, receive and serve documents to the Company and 優通未來空間（北京）科技發展有限公司 (“U-Ton Beijing”). Sun was also authorised to represent Xin Jiang Bo Run to handover, preserve and monitor the certificate, company chop, bank accounts of U-Ton Beijing and to approve the receipts and payments of U-Ton Beijing.

G2 **Xin Jiang Bo Run**

21. According to the company search conducted on 17 October 2022, Xin Jiang Bo Run was incorporated on 20 September 2011. Its principal activities are “按照乌鲁木齐甘泉堡经济技术开发区（工业区）财政局（国有资产监督管理委员会）的授权和委托，

从事国有资产的投资、管理与经营；项目投资；股权投资；户外广告经营；土地开发；房屋租赁；社会经济咨询服务。（依法须经批准的项目，经相关部门批准后方可开展经营活动）。 It is wholly-owned by 乌鲁木齐甘泉堡经济技术开发区（工业区）财政局（国有资产监督管理委员会）。 Its current legal representative is 刘学栋.

### **G3 Beijing Future Space**

22. According to the company search conducted on 17 October 2022, Beijing Future Space was incorporated on 30 June 2015. Its principal activities are 科学研究和技术服务业、科技推广和应用服务业、技术推广服务、其他技术推广服务. 曹承光 and 李越 own 51% and 49% of the capital of Beijing Future Space, respectively. Its current legal representative is 邓名菊.

### **G4 Subscription Agreement**

23. On 23 April 2020, the Company purportedly entered into the Subscription Agreement (**Appendix 2**) with Xin Jiang Bo Run. Pursuant to which Xin Jiang Bo Run conditionally agreed to subscribe for and the Company conditionally agreed to allot and issue 417,269,077 ordinary shares (“**Subscription Shares**”) at the subscription price of HK\$0.31 per share.

### **G5 Purported Business Cooperation Agreement**

24. After signing of the Subscription Agreement, U-Ton Beijing as party A and Beijing Future Space as party B purportedly entered into an undated 業務合作協議 (“**Purported Cooperation Agreement**”) (**Appendix 5**) to expedite the development of the Purported New Business.

25. According to the company search conducted on 17 October 2022, U-Ton Beijing was incorporated on 25 March 2013. Its principal activities are 科学研究和技术服务业、

科技推广和应用服务业、其他科技推广服务业、其他科技推广服务业。 It is wholly owned by China U-Ton (Hong Kong) Limited which is a wholly-owned subsidiary of the Company. Its current legal representative is 王保濤.

26. The principal terms of the Purported Cooperation Agreement provided, among others, the follows:

- a. Beijing Future Space's business operation was to be transferred to U-Ton Beijing.
- b. The funding for development of the Purported New Business was agreed to be sourced from the Company's allotments of its new shares to Xin Jiang Bo Run. The expected funding amount is RMB200 million.
- c. The management team, supply chain, current and potential customers was to be transferred from Beijing Future Space to U-Ton Beijing.
- d. Beijing Future Space would share 49% of the profit generated from the Purported New Business.
- e. The interests of Beijing Future Space in the Purported New Business would be acquired by U-Ton Beijing and the consideration was satisfied by issuing new shares in U-Ton Beijing to Beijing Future Space.

**G6 Change of legal representative of U-Ton Beijing**

27. By a shareholder's resolution of U-Ton Beijing dated 9 June 2020 (**Appendix 6**), it was resolved, among others, 郭阿茹 was removed as executive director of U-Ton Beijing and Ms. Guo Yezi(郭葉子) ("Guo") was appointed in her place. Subsequently, Guo opened a bank account of U-Ton Beijing with Citic Bank with account number 8110701012401965401 on 20 August 2020 ("Citic Bank Account").

28. According to the bank account opening form of the Citic Bank Account dated 20 August 2020 (**Appendix 7**), Guo, as legal representative of U-Ton Beijing, opened the Citic Bank Account and was the sole authorised signatory.

**G7 Completion of the Subscription**

29. According to Clause 3.1 of the Subscription Agreement, the Subscription Money should be paid into the bank account designated by the Company.

30. On 15 August 2020, Xin Jiang Bo Run issued a delegation of payment letter (付款委託書) (the “Delegation Letter”) (**Appendix 8**) to Jubang Jiujiu, appointing 北京聚邦久久投资管理有限公司 (“Jubang Jiujiu”) to pay on behalf of the Xin Jiang Bo Run, the Subscription Money for the 417,269,077 Subscription Shares to the Citic Bank Account. According to the Delegation Letter, the delegation was only valid for the period from 15 August 2020 to 21 August 2020.

31. On 21 August 2020, the Subscription Money was received by U-Ton Beijing from Jubang Jiujiu, the paying agent of Xin Jiang Bo Run. According to the Company’s announcement dated 21 August 2020, the Subscription was completed on the same date.

**G8 Payments to Beijing Xinan**

32. On 21 August 2020, the Subscription Money was transferred to a bank account of 北京信安恒成商贸有限公司 (“Beijing Xinan”) by three bank transfers (the “Unauthorised Transfers”).

**G9 Actions taken by the Company**

33. In the announcement of the Company dated 16 September 2022, it was stated that the Company through its legal advisor had taken various actions in respect of the

Unauthorised Transfer and received response from Guo. The relevant passages therein are reproduced below:

- *“On 2 December 2020, the Litigation Lawyer [Beijing Yin Ao] issued a legal letter to Beijing Xinan, requesting, among other things, to return the Subscription Amount plus interest to the Group. The Legal Letter was later returned by China Post.”*
  - *“On 29 January 2021, the Litigation Lawyer [Beijing Yin Ao] issued a legal letter to Ms. Guo, requesting, among other things, to return the Subscription Amount plus interest to the Company.”*
  - *“On 7 February 2021, Ms. Guo issued a letter in reply to the Litigation Lawyer, in which Ms. Guo claimed that she transferred the Subscription Amount to Beijing Xinan as she received a notice (the “Notice”) from Jubang Jiujiu that the Subscription Amount was mistakenly transferred to U-Ton Beijing and Jubang Jiujiu requested U-Ton Beijing to return the said amount to a specified account.”*
  - *“On 26 September 2021, the Litigation Lawyer issued a legal letter to Jubang Jiujiu, requesting, among other things, to confirm whether it has issued the Notice as claimed in Ms. Guo’s reply letter dated 7 February 2021. The Legal Letter was later returned by China Post.”*
  - *“On 27 June 2022, the Litigation Lawyer issued a legal letter to the Subscriber, making enquiry to the Subscriber on, among other things, the Transfers to Beijing Xinan.”*
34. According to the indictment (起诉书) dated 8 April 2021 (Appendix 9), U-Ton Beijing authorised Beijing Yin Ao to report the Unauthorised Transfers against Guo to 北京市通州區公安局. According to the internal records of the Company, it is noted that 北

京市通州區公安局 issued a notice of non-acceptance for case-filing in respect of the indictment on 9 March 2022.

35. On 24 June 2022, U-Ton Beijing submitted a criminal case acceptance monitoring application (刑事立案監督申請書) (“Application”) (Appendix 10) to the Procuratorate in Tongzhou against 京市通州區公安局 in respect of the non-acceptance of the case-filing against Guo and Sun. According to the Application, the board of the Company reported the Unauthorised Transfers to the police in mainland China on 11 January 2022. On 9 March 2022, the police in mainland China issued a notice of non-acceptance for case-filing (不予立案通知書).
36. The status of the Company’s report to the regulatory authorities on the Unauthorised Transfers was stated in the announcement of the Company dated 16 September 2022 which is reproduced below.

*“Since April 2021, the Group has been communicating with the relevant police and judiciary authorities regarding the suspected misappropriation of the Subscription Amount by Ms. Guo. To the best knowledge of the Company, the case was still under investigation of the relevant authorities as at the date of this announcement.”*

#### H. Interviews with the Relevant Persons

37. Frank Recovery has written to the then directors of the Company during the Relevant Period and individuals who were involved in the Subscription (Collectively, the “Relevant Persons”) inviting them to attend interviews (the “Interviews”). The responses from them are set out in Table 2 below.

**Table 2: Responses from the Relevant Persons**

No.	Name	Position	Invitation sent on	Response from the Relevant Persons
1	GUO Yezi (郭叶子)	前优通未来空间(北京)科技发展有限公司执行董事，公司法定代表人及总经理	18 October 2022	No reply has been received as of the date of this report.
2	LIU Wenxiu (刘文秀)	北京優瑞嘉和電子科技有限公司 财务人员	18 October 2022	No reply has been received as of the date of this report.
3	JIANG Changqing (姜长青)	中国优通未来空间产业集团控股有限公司 董事	18 October 2022	Attended an interview on 24 October 2022.
4	ZHAO Feng (赵峰) ("Mr. ZHAO")	中国优通未来空间产业集团控股有限公司 董事	18 October 2022	Attended an interview on 26 October 2022.
5	ZHANG Guangwen (张光文)	北京聚邦久久投资管理有限公司, 北京信安恒成商贸有限公司 法定代表人	18 October 2022	Mail returned on 27 October 2022.
6	SUN Yancun (孙延存)	北京聚邦久久投资管理有限公司, 北京信安恒成商贸有限公司 监事	18 October 2022	No reply has been received as of the date of this report.



7	LIU Xuedong (刘学栋)	新疆博润投资控股有限公司 法定代表人	18 October 2022	No reply has been received as of the date of this report.
8	CAO Chengguang (曹承光)	北京未来空间智宅科技有限公 司	18 October 2022	No reply has been received as of the date of this report.
9	YE Yu (叶雨)	中国优通未来空间产业集团控 股有限公司 驻京代表	18 October 2022	Attended an interview on 24 October 2022.
10	SUN Xiao (孙啸)	新疆博润投资控股有限公司代 表	18 October 2022	No reply has been received as of the date of this report.
11	Cathy Pang (彭潔婷)	The Company's compliance advisor	24 October 2022	Attended an interview on 26 October 2022
12	MENG Fanlin (孟繁林)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
13	WANG Haiyu (王海玉)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
14	Ji Huifang (计惠芳)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.

15	GE Lingyue (葛凌跃)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
16	LIU Jianzhou (刘建洲)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
17	CHEN Qizheng (陈齐争)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
18	LIU Zhen (刘震)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
19	TENG Xun (滕讯)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
20	WU Hanpu (吴函璞)	Director of China U-Ton Future Space Industrial Group Holdings Ltd	26 October 2022	No reply has been received as of the date of this report.
21	LI Xiaohui (李晓慧)	Director of China U-Ton Future Space Industrial Group Holdings Ltd (Date of Cessation: 1 July 2020)	26 October 2022	No reply has been received as of the date of this report.

## **H1 Interview with Zhao, Executive Director of the Company**

38. On 26 October 2022, Zhao attended an interview conducted by Frank Recovery through video conference.
39. Zhao alleged that he had visited the office Xin Jiang Bo Run located in Urumqi together with Jiang in 2019 to meet the then legal representative of Xin Jiang Bo Run, Mr. 段丙銀 to discuss the Potential Cooperation.
40. Zhao also alleged that he was mainly responsible for the administrative work such as accounting, tax, secretarial, external communications, etc. for those subsidiary companies of the Company based in Hong Kong. He did not handle the Subscription exercise.

## **H2 Interview with Cathy Pang, the CFO of Well Alliance Management Ltd**

41. On 26 October 2022, Cathy Pang ("Pang") attended an interview conducted by Frank Recovery through video conference.
42. Well Alliance Management Limited of which Pang was the CFO, was the compliance advisor to the Company. Pang's role was to advise on matters concerning compliance of Listing Rules which included liaising with legal advisors and reviewing the draft announcement prepared by legal advisors.
43. Pang alleged that she had been instructed by the Company to follow up on the completion of Subscription and the payment of Subscription Money.
44. Pang alleged that she had been informed by the Company that the Subscription Money was deposited into the bank account of U-Ton Beijing on 21 August 2020. However, she had not been told that the Subscription Money was transferred to Beijing Xinan on the same date.

45. Pang alleged that she had advised the Company to publish an announcement to inform the shareholders of the Company about the Unauthorised Transfers. But, the Company responded to her that the Unauthorised Transfers were under the investigation of the regulatory authorities, and it was not appropriate to issue an announcement at the time.

**H3 Interview with Susan Ye (叶雨), the representative of Jiang**

46. On 24 October 2022, Susan Ye (“Ye”) attended an interview conducted by Frank Recovery through video conference (“Ye Interview”).

47. In the Ye Interview, she alleged that prior to June 2020, Jiang was responsible for handling the cooperation between the Group, Xin Jiang Bo Run and Beijing Future Space. In June 2020, Jiang left mainland China and no longer dealt with the matters regarding the cooperation between the Group, Xin Jiang Bo Run and Beijing Future Space in the PRC. She was requested by Jiang to act as his representative to assist him in dealing with all compliance matters, in particular internal control policies and financial reporting. She further alleged that she was only responsible for tax and legal matters of U-Ton Beijing but not the business operation of U-Ton Beijing. Apart from her appointment as the representative of Jiang, she held no formal position in the Group.

48. Ye further alleged that:

- a. Management of the Company had conducted search on Xin Jiang Bo Run in the National Enterprise Credit Information Publicity System against before the payment of the Subscription Money. Ye advised that according to the search, Xin Jiang Bo Run was a state-owned enterprise and wholly-owned by 甘泉堡財政局. The responsible officer of Xin Jiang Bo Run was a Mr. 湯山 who was also the secretary for management committee (管委會書記).

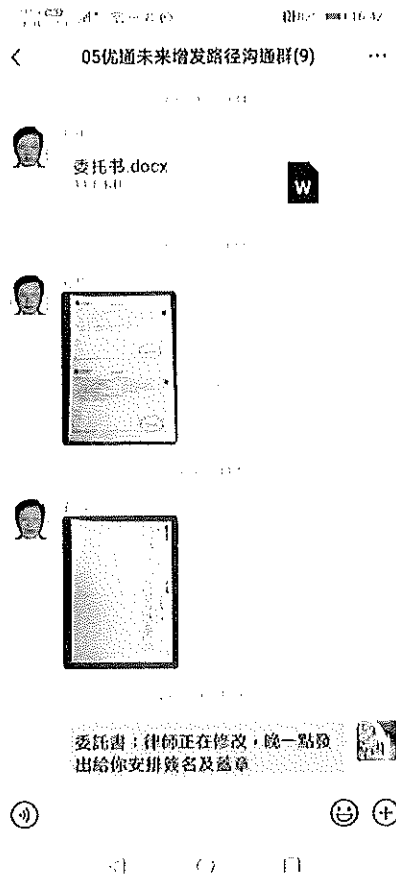
- b. A Mr. 曹承光 was the legal representative while Deng Mingshan (邓明善) (“Deng”) was the actual controlling person of Beijing Future Space. Deng and Guo were married couple. There was a chat group created in Wechat to discuss the Subscription and Potential Cooperation among its participants including Deng.
- c. Sun was the authorised representative of Xin Jiang Bo Run. Jiang and Zhao attended the office of Xin Jiang Bo Run in Xin Jiang to meet Sun in early 2020. Ye had a meeting with Sun and Deng thereafter to discuss the Subscription and the Potential Cooperation. In addition to Sun, a Ms. 李娟 also claimed to be the authorised representative of Xin Jiang Bo Run.
- d. A due diligence on the background of Guo was conducted to ascertain among others whether Guo was involved in any litigations through an official channel of which she did not recall its name, before the appointment of Guo as the legal representative of U-Ton Beijing. As far as she could recall, the due diligence indicated that Guo was not involved in any litigation and was not a dishonest judgment debtor. After the completion of the Subscription on 21 August 2020, the Company had engaged 达则律师事务所, a PRC lawyer, to conduct another due diligence on Guo and provided the same findings as per the previous due diligence.
- e. Ye was not sure if there were any business activities at the time of commencing the cooperation between the Group and Beijing Future Space. At the time that Yen was appointed as the representative of Jiang in June 2020, U-Ton Beijing was a company within the Group and did not have any business activities. Jiang considered that U-Ton Beijing was a suitable corporate vehicle to take over the business of Beijing Future Space, which was subject to the approval of the Company. Her understanding was that U-Ton Beijing had not commenced business when she was appointed as the representative of Jiang in June 2020.

49. According to Ye, due to the COVID-19 pandemic, the Purported Cooperation Agreement with Beijing Future Space was electronically signed by the parties, but undated.
50. In respect of the arrangement for Guo, under the supervision of Sun, to be appointed as legal representative of U-ton Beijing and sole bank signatory of the Citic Bank Account ("Arrangement"), Ye alleged the follows:
- a. The Arrangement was made upon the request of Sun, being the authorised representative of Xin Jiang Bo Run during the period between the date of signing the Subscription Agreement and the date of payment of the Subscription Money ("Transition Period"). During the Transition Period, Sun held a position in U-Ton Beijing as deputy general manager and investment director.
  - b. The Company agreed with the Arrangement due to the following reasons:
    - (i) Xin Jiang Bo Run would become one of the five major shareholders of the Company after the Subscription. Ye was of the view that it was common for an investor to appoint its representative (i.e. Sun) to oversee its investment.
    - (ii) Guo was supervised by Sun. They were two independent parties. There was certain controls over Guo's act.
    - (iii) The Subscription Agreement and Purported Cooperation Agreement were duly signed. The Company considered that despite appointing Guo as legal representative and her possession of the company chop of U-Ton Beijing, the Company as the major shareholder could still exercise control over U-Ton Beijing in accordance with the Subscription Agreement and Purported Cooperation Agreement.

51. In respect of the transfer of Subscription Money into Citic Bank Account, Ye alleged that:

- a. She had once questioned the necessity of the opening of the Citic Bank Account while U-Ton Beijing already had a bank account with Bank of East Asia (“BEA Bank Account”). She had also raised to the working group that the change of legal representative of U-Ton Beijing hinder withdrawal of funds from BEA Bank Account as there were internal procedure for Bank of East Asia to update the change, but it would not affect depositing funds into the BEA Bank Account. However, her advice was not taken;
- b. Given Xin Jiang Bo Run is a state-owned enterprise, it was impossible to conduct due diligence on its source of fund to pay the Subscription Money. Even the Company intended to conduct an investigation, the Company had no expertise to ascertain if the Subscription was involved in any money laundering activities. Her understanding was that only regulatory bodies in mainland China with the statutory authorities and powers could conduct such investigation;
- c. She was only informed by Pang that the Subscription Money was paid by a paying agent instead of Xin Jiang Bo Run on 21 August 2020. Once she became aware of the Delegation Letter, she made an enquiry to the internal legal department to confirm if it was acceptable for the paying agent to pay the Subscription Money. The internal legal department confirmed it was acceptable.

- d. Around 11:00 am on 21 August 2020, Sun provided a screenshot showing the deposit of the Subscription Money into Citic Bank Account.



52. In respect of the Unauthorised Transfers, Ye alleged that:
- After the Subscription Money was paid into Citic Bank Account, the Company made a request to U-Ton Beijing to transfer a sum of RMB16million to the Company as agreed. Sun replied that it was not right timing to make the transfer.
  - She asked 刘文秀, who was the finance officer of Beijing Yourui Jiahe Electronic Technology Company Limited, a follow subsidiary of U-Ton Beijing, overseeing the subsidiary companies of the Company based in mainland China including U-Ton Beijing, to provide the bank statement of Citic Bank Account for August 2020. After receiving the bank statement of August 2020 in or about September 2020, she found out the Unauthorised Transfers.



- c. Guo did not notify her about the Subscription Money was transferred to Beijing Xinan.
  - d. On 15 September 2020, U-Ton Hong Kong issued a notice to suspend Guo from acting as the legal representative, executive director and general manager of U-Ton Beijing. Both Sun and Guo signed on the notice to acknowledge their responsibilities for the Unauthorised Transfers.
  - e. On 20 October 2020, it was resolved by U-Ton Beijing to remove Guo as the legal representative, executive director and general manager of U-Ton Beijing.
  - f. On 19 October 2020, Beijing Yin Ao issued letters to Jubang Jiujiu and Beijing Xinan requesting an explanation of the Unauthorised Transfers. Staff of Beijing Yin Ao also made a visit to the offices of Jubang Jiujiu and Beijing Xinan but found out they did not exist.
  - g. Beijing Yin Ao had issued a letter to Guo requesting an explanation of the Unauthorised Transfers. On 7 February 2021, Guo replied that the Subscription Money was paid to Beijing Xinan in accordance with a request from Jubang Jiujiu.
  - h. After the Unauthorised Transfers was uncovered, management of the Company made enquiry with Xin Jiang Bo Run in October 2020. Xin Jiang Bo Run only made a response in July 2022 alleging that no authorisation was given to Sun to deal with the Subscription; the signatories and company stamps affixed on the Subscription Agreement and the relevant documents were forged; and they had no knowledge of the Unauthorised Transfers.
53. Ye alleged that the Company enquired with the Police in mainland China in around September 2020 if it can file the complaint under the charge of misappropriation of funds. Police in mainland China advised them that under “ 中華人民共和國刑事訴訟法”, it is necessary to prove the funds being misappropriated has been misappropriated

for over 3 months. Therefore, their report to Police was not accepted at that time.

54. At the end of the Ye Interview, Ye alleged that given the Group had already filed a report on potential conspiracy to defraud to Court in mainland China, it would not be appropriate to make further contact with Guo, Deng, Sun and Xin Jiang Bo Run and demand return of the Subscription Money.

**H4 Interview with Jiang Changqing (姜長青), the executive director of the Group**

55. On 24 October 2022, Jiang Changqing (姜長青) (“Jiang”) attended an interview conducted by Frank Recovery through video conference (“Jiang Interview”).

56. In the Jiang Interview, he advised that he was an executive director, a major shareholder and a co-founder of the Company. He caused the shares of the Company to be listed on HKEX in 2012. Due to business commitments, he travelled to Bangkok, Thailand in February 2020. Due to the COVID-19 pandemic and travel restrictions in 2020, he was not able to return to mainland China. In this regard, Jiang authorised Ye to deal with the Subscription and Potential Cooperation together with Zhao. Jiang had communicated with Ye regularly on the said matters.

57. Jiang alleged that:

- a. Jiang alleged that he enrolled in an EMBA course in Peking University. He was invited by colleagues to visit certain well-established companies, one of which was Beijing Future Space, in Beijing. He was acquainted with Deng in that visit. By invitation of Deng, Jiang subsequently also visited the office of Beijing Future Space two to three times and attended two product introduction events in 2019. During the visits, he noticed that there were 400 to 500 staff working in the office. He was advised that the annual turnover of Beijing Future Space was around RMB300 million to RMB500 million.

- b. Jiang alleged that Deng introduced Sun to him. Sun was the authorised representative and the only contact person of Xin Jiang Bo Run. His last communication with Sun was on 31 January 2021.
  - c. The Group had conducted search on Xin Jiang Bo Run in National Enterprise Credit Information Publicity System. Xin Jiang Bo Run was a state-owned enterprise and wholly owned by 甘泉堡财政局. Jiang made a visit to the office of Xin Jiang Bo Run trying to meet a Mr. 段炳银, a senior officer of Xin Jiang Bo Run. However, Mr. 段炳银 was not in the office at the time.
  - d. Jiang did not personally acquaint with 汤山. Sun sent Jiang a screenshot showing the conversation between Sun and 汤山 demonstrating that 汤山 paid close attention to the Subscription. The Group had conducted online search on 汤山 and noticed that 汤山 was the secretary to management committee (管委会书记) in Ganquanbao Industrial Zone (Economic Development Zone) (甘泉堡经开区) in Urumqi, Xin Jiang Uygur Autonomous Region, the PRC.
  - e. Jiang advised he was not acquainted with Guo. Accordance to Jiang's recollection, Deng introduced his wife, Guo, to him around one month before the execution of the Subscription Agreement. Jiang had only met Guo once.
  - f. Jiang alleged that he did not know Jubang Jiujiu.
58. In respect of the initiation of the Subscription and Potential Cooperation, Jiang alleged that:
- a. The Group commenced a litigation against China Mobile in mainland China to recover unpaid construction fee. Although the final judgment was made in favour of the Group, the Group had lost the business with China Mobile, which was the then largest customer of the Group covering 80% of the total turnover of the Group, as a result of the litigation.

- b. Due to the loss of the business from China Mobile, the Company started to look for a new business opportunity. Sun procured Xin Jiang Bo Run to invest in the Group and proposed the Group to acquire the business of Beijing Future Space.
  - c. The Purported New Business had no actual development since the signing of the MOU.
59. In respect of Arrangement, Jiang alleged as follows:
- a. The Arrangement was requested by Sun. Initially, Sun requested the Company to appoint himself as executive director of the Company before the completion of the Subscription. The Group declined Sun's request because the Subscription was yet to complete at that point in time. Sun then suggested the Arrangement as an alternative.
  - b. Jiang discussed the Arrangement with Sun and Deng and requested to retain the existing legal representative of U-Ton Beijing to supervise the affairs of U-Ton Beijing. However, Sun and Deng declined Jiang's request and insisted on the execution of the Arrangement.
  - c. In order to procure the Subscription and Potential Cooperation, the Company had finally agreed with the Arrangement but requested Guo and Sun to strictly comply with the Company's internal policies and procedures on approval of the company chop.
60. In respect of the delegation letter of Xin Jiang Bo Run appointing Jubang Jiujiu as agent to pay the Subscription Money, Jiang alleged that:
- a. In or about June/July 2020, Sun advised that the Subscription Money was ready but the Subscription Money would be paid by a third party because there were non-compliance concerns about a state-owned enterprise to directly acquire the shares in a Hong Kong listed company.

- b. The Group had once requested the Subscription Money to be directly paid to the Company's bank account in Hong Kong. However, Sun refused it due to the restriction of foreign exchange control in mainland China.
  - c. The Group obtained a legal opinion confirming the Subscription Money could be paid by the Subscriber or its agents.
61. In respect of the transfer of Subscription Money into Citic Bank Account, Jiang alleged that around two to three days after the receipt of the Subscription Money, Jiang was informed by Ye that the Subscription Money had been received.
62. In respect of the Unauthorised Transfers, Jiang alleged that:
- a. After the Subscription Money was received, the Company made various requests to U-Ton Beijing to pay a sum of RMB16million to the Company as agreed.
  - b. The Group discovered the Unauthorised Transfers after obtaining the bank statement of U-Ton Beijing. Jiang did not recall the date when the Unauthorised Transfers was discovered.
  - c. Jiang had a discussion with Ye requesting the Company to report the Unauthorised Transfers to the Police if the Subscription Money did not return to U-Ton Beijing. He was told by Ye that she had been advised by the police in mainland China that under " 中華人民共和國刑事訴訟法", it was necessary to prove the Subscription Money had been misappropriated for over 3 months in order for it to be considered as criminal offence.
  - d. Sun once admitted in Wechat message on 13 September 2020 that he took the Subscription Money. Ye asked 劉文秀 to provide the bank statement of Citic Bank Account for August 2020. After receiving the bank statement of August

2020 on 15 September 2020, she then discovered the Unauthorised Transfers.

- e. Jiang added that Sun had once made an enquiry about if the Subscription Shares could be deposited into a securities account held by a third party in Hong Kong. Jiang rejected Sun's suggestion and advised Sun that the Company could issue physical share certificates and deliver the same to Xin Jiang Bo Run.
- f. In respect of the delay in publishing the announcement regarding the Unauthorised Transfers, Jiang explained that Sun kept advising he would assist in recovery the Subscription Money during the year 2021.
- g. In Jiang's view, the Subscription and Potential Cooperation were genuine. However, he had no idea as to the development of the Subscription and Potential Cooperation.

**I. Our observations**

**11 Findings from the Interviews**

63. The findings obtained from the Interviews are summarized as follows:

- a. The Company conducted background searches on Xin Jiang Bo Run, Beijing Future Space, Guo and Sun, and apparently nothing unusual was discovered;
- b. Management of the Company placed heavy reliance on Sun's representation without independent verification with Xin Jiang Bo Run or its legal representative;
- c. The board of the directors of the Company did not insist in appointing a board member into the board of directors of U-Ton Beijing;
- d. On the request of Xin Jiang Bo Run, the Group allowed Guo to be appointed as sole bank signatory of the bank account of U-Ton Beijing without putting in place

any control measures;

- e. The Purported New Business had no actual development since the signing of the MOU and appeared to have no substance;
- f. The source of the Subscription Money was unknown; and
- g. No legal action has ever been initiated by Xin Jiang Bo Run against the Company to recover the Subscription Money.

## **12 The Authorisation Letter**

- 64. According to the Authorisation Letter, Sun was appointed as the authorised representative of Xin Jiang Bo Run to handle the Potential Cooperation, to sign the necessary documents and to handover the share certificates, company chops and bank accounts of U-Ton Beijing.
- 65. According to the MOU, Xin Jiang Bo Run was only a strategic investor in the Potential Cooperation, it is abnormal that Xin Jiang Bo Run authorised Sun to handover the share certificates, company chops and bank accounts of U-Ton Beijing prior to the completion of the Subscription. Moreover, on 4 July 2022, Xin Jiang Bo Run replied to the Company that the Authorisation Letter was forged.

## **13 Unusual arrangement to transfer the company chop of U-Ton Beijing to Guo**

- 66. According to the "关于印章临时管理办法的通知" (Appendix 11) dated 13 April 2020 issued by U-Ton Beijing, Guo had kept the seal and chop of U-Ton Beijing between 13 April 2020 and the date of transferring the seal and chop to the board of U-Ton Beijing. The seal and chop of U-Ton Beijing would be adopted after obtaining the authorisation of U-Ton Hong Kong under the supervision of Sun.
- 67. Given Guo was only appointed as executive director of U-Ton Beijing on 9 June 2020, it

appears to be improper to allow a person who had yet to hold a position in U-Ton Beijing to take custodian of the company seal and chop.

68. It was stated in the "法人可执行事项授权书" dated 21 August 2020 issued by U-Ton Hong Kong (Appendix 12) that Guo had been appointed as executive director, legal representative and general manager of U-Ton Beijing. The "法人可执行事项授权书" which was affixed with the chop of U-Ton Hong Kong and endorsed by Guo setting out the authorities in respect of signing of contracts, use of company chops, payment of fund, etc of U-Ton Beijing and the liabilities of Guo in respect of any unauthorized acts which are reproduced as follows.

".... ....4.1 合同签署: 经公司法务审核通过的标准制式合同, 每月单笔合同金额在 50 万人民币及以上或每年度针对单一客户累计合同金额在 100 万人民币及以上的, 需中国优通[the Company] 审核批准后才可盖章及签署;

4.2 印章使用: 遵从公司用印流程, 公章和财务章需根据中国优通[the Company] 董事长姜长青[Jiang] 批核的印章使用表盖章;

4.3 资金发放: 由中国优通[the Company] 委派财务总监刘文秀[Lau] 把关, 所有网银或签发支票都需由她批核(其中一位批核者); 每月针对单一客户单笔或累计对外支付在 50 万元及以上的要集团备案, 针对单一客户单笔或累计对外支付在 100 万元及以上的需要中国优通[the Company] 审核批准;

.... ....

5. 超出授权范围事项或在授权范围内股东并不知情且给股东带来潜在或有责任或现实义务的事项, 即使相关已经加盖优通未来空间[U-Ton Beijing] 公司印章, 郭叶子女士[Guo] 超越授权范围任何行事, 均不代表股东香港优通[U-Ton Hong Kong], 香港优通[U-Ton Hong Kong] 不对超越授权范围的任何行为承担任何责任;

6. .... .... 执行中一切违法违规行为的后果, 均由受托方[Guo] 自行独立负责, 委托方[U-Ton Hong Kong] 不承担任何责任.... ...."

69. It is noted that the date of "法人可执行事项授权书" was same as the date of the Unauthorised Transfers.



70. We also note that none of the directors of the Company has been appointed as member in the Board of U-Ton Beijing since 9 June 2020.

**14 Unusual transactions in the Citic Bank Account**

71. According to the bank statement issued by Citic Bank (**Appendix 13**), on 20 August 2020, one day before the payment of Subscription Money, there were bank transactions in the Citic Bank Account in the following order:

Table 3 Transactions of the Citic Bank Account on 20 August 2020

Transaction	Counterparty	RMB
Inward remittance	Jubang Jiujiu	50,000
Outward remittance	Beijing Xinan	50,000
Inward remittance	Beijing Xinan	50,000
Outward remittance	Jubang Jiujiu	50,000

72. According to the general ledger of U-Ton Beijing, the inward remittance from Jubang Jiujiu was credited to the current account with Jubang Jiujiu with description “北京聚邦久久投资管理有限公司汇入往来款（郭叶子）\_综合办\_郭叶子\_131265\_2020.08.20” while the outward remittance to Jubang Jiujiu was debited to the current account with Jubang Jiujiu with description “支付北京聚邦久久投资管理有限公司往来款（郭叶子）\_综合办\_郭叶子\_935227\_2020.08.20”.

73. According to the general ledger of U-Ton Beijing, the inward remittance was credited to the current account with Beijing Xinan with description “北京信安恒成商贸有限公司汇入往来款（郭叶子）\_综合办\_郭叶子\_922294\_2020.08.20” while the outward remittance was debited to the current account with Beijing Xinan with description “支付北京信安恒成商贸有限公司往来款（郭叶子）\_综合办\_郭叶子\_167569\_2020.08.20”.

74. It appears that these transactions were a testing exercise to ensure the Citic Bank Account was functional and could receive the Subscription Money and make remittances to Beijing Xinan.

**15 Misappropriation of Subscription Money**

75. According to Clause 3.1 of the Subscription Agreement, the consideration of the Subscription of HK\$129,353,413.87 should be paid into the bank account designated by the Company. From our review of the Available Documents, we are not aware that the Company did provide any information of the designated bank accounts to Xin Jiang Bo Run.

76. On 21 August 2020, there were bank transactions in the Citic Bank Account in the following order:

Table 4 Transactions of the Citic Bank Account on 21 August 2020

Transaction	Counterparty	RMB
Inward remittance	Jubang Jiujiu	6,819,068.67
Inward remittance	Jubang Jiujiu	110,000,000.00
Outward remittance	Beijing Xinan	55,000,000.00
Outward remittance	Beijing Xinan	55,000,000.00
Outward remittance	Beijing Xinan	6,819,068.67

77. A sum of RMB116,819,068.67 was received by U-Ton Beijing as Subscription Money on 21 August 2020 which in turn was remitted to Beijing Xinan on the same day.

78. According to the general ledger of U-Ton Beijing, the inward remittances from Jubang Jiujiu were credited to a current account with Jubang Jiujiu with description "收北京聚邦久久代新疆博润支付中国优通控股股票认购投资款" while the outward remittances to Beijing Xinan were debited to a current account with Beijing Xinan with

description “支付北京信安恒成商贸有限公司往来款（郭叶子）\_综合办\_郭叶子\_147732\_2020.08.21” .

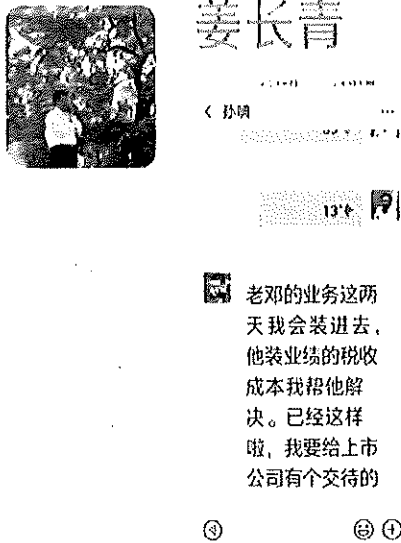
79. As a result, the Subscription Money received on 21 August 2020 was remitted out to Beijing Xinan on the same day.

80. According to the company search conducted on 17 October 2022, Jubang JiuJiu was wholly-owned by Beijing Xinan.

#### 16 Wechat Message in relation to the Subscription

81. We have been provided two screenshots apparently showing the message sent by Sun to Jiang via wechat as follows:





82. The first message showing Sun’s admission that the Subscription Money was taken by him. He also added that he could return “an agreed amount” to the Company and the balance needed to be settled through various procedures before the audit of the Group.
83. The second message showing Sun’s admission that the Purported New Business would be injected into U-Ton Beijing and he would resolve the taxation costs arisen from recognition of fictitious revenue.

#### 17 The Development of Purported New Business

84. According to the Purported Cooperation Agreement, Beijing Future Space’s business operation would transfer to U-Ton Beijing. We have performed a search on Beijing Future Space in Baidu, a search engine in mainland China. The results shows that Beijing Future Space (formerly known as 北京未来美家装配科技有限公司) was involved in various financial scams<sup>1</sup> in 2020.

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<sup>1</sup> <https://www.cn315.net/wlkjg/cv/tsszjdgmpxfzgsygdq/>;  
<https://www.163.com/dy/article/G1B7688P0534J4HX.html>;

85. It is noted from the Interviews that the Purported New Business had no actual development since the signing of the MOU, and it is highly questionable as to whether it had any substance.

86. The Wechat message from Sun admitting that U-Ton Beijing would recognise fictitious revenue of the Purported New Business.

#### 18 The Response from Guo

87. The Company has appointed Beijing Yin Ao to issue a letter to Guo on 29 January 2021 to remit the Subscription Money to Beijing Xinan. According to the reply letter from Guo under the letterhead of “中科未来” dated 7 February 2021 (Appendix 14), Guo alleged that “2020年8月21日, 优通未来空间(北京)科技发展有限公司账户(账号 8110 7010 1240 1965 401), 收到与公司无任何业务往来的北京聚邦久久投资管理有限公司转账 116819068.67元。随后, 公司收到北京聚邦久久投资管理有限公司 <<通知函>>, 告知所收到款项为该公司财务人员误操作所致, 并要求限期返还, 否则承担法律责任。本人经向财务人员核对, 确定该款项与公司无关, 并且如拒不归还, 可能构成不当得利, 故为维护公司利益, 于当日将全部款项返还至对方指定收款账户(户名: 北京信安恒成商贸有限公司), 账户号 9120 0078 8011 0000 0868, 开户行: 上海浦东发展银行)。综上, 本人行为完全符合法律规定, 也符合本人职责要求, 并不构成贵所律师所指行为, 敬请贵所律师谨慎对待。”

88. At the date of this report, no copy of the “通知函” was provided. If it is true that the transfer was mistakenly made by Jubang Jiujiu and she had great concern about the potential liability of U-Ton Beijing, it is questionable as to Guo did not transfer the Subscription Money back to Jubang Jiujiu. In contrast, Guo authorised the Subscription Money returned to Beijing Xinan’s Bank account.

89. From our review of the bank transactions in the Citic Bank Account, it is suggested that Guo has performed a “testing” exercise of the Citic Bank Account one day before receiving the Subscription Money. It is believed that Guo had knowledge about Jubang

Jiujiu and Beijing Xinan. She was one of the senior management handling the Potential Cooperation and should have knowledge that the RMB 116,819,068.67 received was the payment of Subscription Money. It is unexplainable for her to approve and execute the Unauthorised Transfers without first seeking advice/approval from or informing the Company before doing so. Moreover, even though she claimed that it was in the interest of U-Ton Beijing to return the Subscription Money, but she had not reported the Unauthorised Transfers to the Company thereafter. The Company only discovered the misappropriation of Subscription Money in September 2020. Reference is made to paragraph 54.

90. According to the Wechat message discussed in Section I6, it is indicated that Sun misappropriated the Subscription Money. There are evidence suggesting Guo was under Sun's instruction or colluded with Sun to remit the Subscription Money to Beijing Xinan.

#### **I9 The Response from Xin Jiang Bo Run**

91. Beijing Yin Ao issued a letter dated 4 July 2022 to Xin Jiang Bo Run. On the same day, Xin Jiang Bo Run replied that the Authorisation Letter, MOU, the Subscription Agreement, the Delegation Letter and 新疆博润董事会决议 were all forged. Xin Jiang Bo Run did not authorise Sun to represent them to handle the Subscription. Xin Jiang Bo Run also alleged that they had no knowledge of the Unauthorised Transfers. The reply from Xin Jiang Bo Run is attached at **Appendix 15**. But it remains unclear in their reply as to whether the Subscription Money was actually paid by them.

#### **I10 The negligence of the management of the Company**

92. According to our findings in the Interviews, the Group had performed due diligence works on Beijing Future Space, Xin Jiang Bo Run, Sun, Deng and Guo before entering the into the MOU, the Purported Cooperation Agreement and the Subscription Agreement. Apparently, due to the eagerness to bring in the Purported New Business

and to secure the capital injection from Xin Jiang Bo Run, the Company compromised with Xin Jiang Bo Run and Beijing Future Space on the Arrangement.

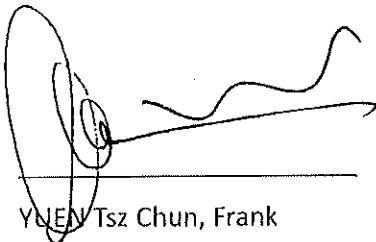
93. The above compromises provided opportunities for Sun and Guo to misappropriate the Subscription Money.

J. Conclusion

94. It appears from the below that both of the Purported Cooperation Agreement and the Subscription were part of the fraudulent scheme orchestrated by Sun with the assistance of Guo to embezzle the Subscription Money:
- a. Xin Jiang Bo Run represented that the Authorisation Letter, the MOU, the Delegation Letter and the Subscription Agreement were all forged;
  - b. The Subscription Money was paid to a bank account not controlled by the Company;
  - c. There was no evidence to substantiate the projects stated in the Purported Cooperation Agreement;
  - d. Guo did not inform the Company before or after making the Unauthorised Transfers;
  - e. There were Wechat messages from Sun admitting that the Subscription Money was received by him; and
  - f. Jiang failed to discharge his duties by reporting to the board of directors of the Company on the Arrangement, which obviously was a red flag incident.

95. The Board of directors of the Company at the material time may have breached their fiduciary duties in respect of its or their failure to take due care of the Subscription Money; to institute sufficient representation in the board of directors of U-Ton Beijing and to impose sufficient controls over U-Ton Beijing, in particular, the Citic Bank Account.

This report is prepared by  
Frank Forensic and Corporate Recovery Limited



YUEN Tsz Chun, Frank  
Managing Director



**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 1**

Item No.	Description
1.	Agreement to cease the accounting advisory service issued by Well Alliance Management Limited to the Company dated 15 July 2021
2.	Authorisation letter issued by U-Ton Hong Kong authorising Ms. Guo dated 21 August 2020
3.	Authorisation letter issued by Xin Jiang Bo Run authorising Mr. Sun dated 2 January 2020
4.	Board minutes of U-Ton Hong Kong dated 20 October 2020
5.	Board resolution of Xin Jiang Bo Run dated 8 June 2020
6.	Chronological events for the period from September 2020 to 7 July 2022
7.	Covering page of U-Ton Beijing – 企业年度关联业务往来申报表(2016 edition) for the period from 1 January 2020 to 31 December 2020 dated 29 May 2021
8.	Covering page of U-Ton Beijing – 企业所得税年度纳税申报表(2017 edition) for the period from 1 January 2020 to 31 December 2020 dated 29 May 2021
9.	Credit Report against Beijing Future Space dated 6 January 2020 issued by 天眼查
10.	Credit Report against Xin Jiang Bo Run dated 14 September 2018 issued by 天眼查
11.	Credit Report against Xin Jiang Bo Run dated 24 April 2020 issued by 天眼查
12.	Curriculum Vitae of Susan and 刘文秀
13.	Draft memorandum of understanding dated 2 January 2020
14.	Employment contract of 姜昌霖 dated 2 January 2018
15.	Employment contract of 赫胜利 with 优通国际通信技术服务有限公司 dated 15 September 2019
16.	Engagement letter between the Company, the Joint and Several Liquidator of the Company and Well Alliance Management Limited dated 31 March 2022
17.	Engagement letter dated 27 June 2022 with the Litigation Lawyer regarding issuance of letter to Xin Jiang Bo Run
18.	Engagement letter issued by Well Alliance Management Limited to the Company dated 21 August 2019
19.	Extracted Wechat conversation between 刘文秀, Susan, Mr. Sun and Mr. Jiang in August 2020
20.	Extracted Wechat group conversation in the group namely "05 优通未来增发路径沟通群(9)" in August and September 2020
21.	Extracted Wechat group conversation in the group namely "中国优通香港股东沟通群(6)" in September 2020
22.	Handover list dated 2 November 2020 between U-Ton Beijing and Ms. Guo
23.	Handover list dated 22 October 2020 between U-Ton Hong Kong and Ms. Guo

Item No.	Description
24.	Letter from Ms. Guo to the Litigation Lawyer dated 7 February 2021
25.	Letter issued by the Company to Xin Jiang Bo Run dated 12 October 2020
26.	Letter issued by the Litigation Lawyer to Beijing Xin'an dated 2 December 2020
27.	Letter issued by the Litigation Lawyer to Jubang Jiujiu dated 2 December 2020
28.	Letter issued by the Litigation Lawyer to Ms. Guo dated 29 January 2021
29.	Letter issued by the Litigation Lawyer to Xin Jiang Bo Run dated 27 June 2022
30.	Letter issued by U-Ton Hong Kong to Ms. Guo and Mr. Sun dated 15 September 2020 with acknowledge receipt by Ms. Guo and Mr. Sun
31.	Letter issued by U-Ton Hong Kong to Ms. Guo dated 15 September 2020 with acknowledge receipt by Ms. Guo
32.	Letter issued by Xin Jiang Bo Run to the Company dated 15 June 2020
33.	Letter issued by Xin Jiang Bo Run to the Litigation Lawyer dated 4 July 2022
34.	List of Group's companies
35.	List of questions prepared by the Independent investigator with the replies from Cathy on 9 September 2022
36.	MPF remittance statement of U-Ton Hong Kong for the period from 1 November 2014 to 30 November 2014
37.	Organisational chart of the Group
38.	Payment request issued by U-Ton Hong Kong to U-Ton Beijing dated 28 August 2020
39.	Record of interview with 曹承光 by the Litigation Lawyer dated 2 September 2020
40.	Replies from 刘文秀 to the questionnaire of the Independent Investigator dated 5 September 2022
41.	Signed memorandum of understanding dated 3 January 2020
42.	Undated capability statement of Beijing Future Space
43.	Undated Cooperation Agreement (业务合作协议) between U-Ton Beijing and Beijing Future Space
44.	Undated extracted Wechat conversation between Mr. Sun and 汤山书记
45.	Undated extracted Wechat conversation between Susan, Mr. Sun and Cathy
46.	Undated extracted Wechat conversation between Susan, Mr. Sun, Cathy, Mr. Jiang, 邓明善 and 赫胜利
47.	Undated extracted Wechat conversation between 刘文秀 and Cathy
48.	Undated extracted Wechat group conversation in the group namely "新疆内控调查(8人)"

Item No.	Description
49.	Undated 侵权纠纷案 - 法庭要求资料
50.	U-Ton Beijing – Account opening form (开立单位银行账户申请书) – Citic Bank dated 20 August 2020
51.	U-Ton Beijing – Article of Association dated 9 June 2020
52.	U-Ton Beijing – Bank mandate of the bank account with China Merchant Bank
53.	U-Ton Beijing – Bank statements of Citic Bank Account for August to December 2020
54.	U-Ton Beijing - Change of bank account details application form (变更银行账户申请书) – Bank of East Asia dated 19 August 2020
55.	U-Ton Beijing – Change of bank account details application form (变更银行账户申请书) – Bank of East Asia dated 3 August 2021
56.	U-Ton Beijing – copy of 营业执照 dated 10 June 2020
57.	U-Ton Beijing – General ledger for the period from 1 January 2020 to 31 December 2020
58.	U-Ton Beijing – Policy of application of the Company's seal and chop issued on 30 December 2019
59.	U-Ton Beijing – Policy of credit control issued on 30 December 2019
60.	U-Ton Beijing – Policy of managing accounts receivable issued on 30 December 2019
61.	U-Ton Beijing – Shareholder's resolution dated 9 June 2020
62.	U-Ton Beijing – template of approval forms (含规审批流程单据)
63.	U-Ton Beijing – transaction details of Citic Bank Account for the period from 20 August 2020 to 31 December 2020
64.	U-Ton Beijing – unsigned fund application form dated 21 August 2020
65.	U-Ton Beijing – Vouchers for the year 2020
66.	U-Ton Beijing – 中国工商银行电子缴税付款凭证 for the period from 1 September 2020 to 30 September 2020 dated 23 October 2020
67.	U-Ton Beijing - 员工名单要求清单
68.	U-Ton Beijing – 外商投资企业设立(变更)登记(备案)审核表 dated 10 June 2020
69.	U-Ton Beijing – 残疾人就业保障金缴费申请表 for the period from 1 January 2019 to 31 December 2019 dated 13 August 2021
70.	U-Ton Beijing_综合所得申报 January 2021
71.	U-Ton Beijing_综合所得申报_November 2021
72.	内部控制询问清单 prepared by the Independent Investigator
73.	刑事立案监督申请书 dated 24 June 2022

Item No.	Description
74.	姜昌霖个人所得税完税证明- 1 January 2019 to 31 December 2019
75.	控告书 by U-Ton Beijing to the PRC police dated 8 April 2021 with supporting documents
76.	新疆认购事项 - 问题清单 prepared by the Independent Investigator
77.	民事上诉状 issued by the Company dated 27 December 2021
78.	补充代理意见 issued by the Litigation Lawyer to the PRC Court dated 6 May 2021

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 2**

附三

日期：2020 年 4 月 23 日

CHINA U-TON HOLDINGS LIMITED  
中国优通控股有限公司  
(作为本公司)

和

新疆博润投资控股有限公司  
(作为认购人)

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认购协议

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10/1-2020

本协议于 2020 年 4 月 23 日由以下各方签订:

- (1) CHINA U-TON HOLDINGS LIMITED (中国优通控股有限公司), 一家于开曼群岛注册之有限公司, 其注册办事处设于 Clifton House 75 Fort Street P.O. Box 1350 Grand Cayman KY1-1108 Cayman Islands, 而其香港主要营业地点位于香港湾仔港湾道 23 号鹰君中心 24 楼 2404 室 (“本公司”) 及
- (2) 新疆博润投资控股有限公司, 一家于中国注册之有限公司, 其注册办事处设于新疆乌鲁木齐市甘泉堡经济技术开发区月恒东街 29 号甘泉星空春苑小区 32 号楼 2-7 室 (“认购人”)。

鉴于:

- (一) 本公司于开曼群岛注册成立, 股份在香港联合交易所有限公司主板上市(股票代码: 6168), 并于本协议签署当日共有法定股本 400,000,000 港元, 分为 4,000,000,000 股, 每股面值为 0.10 港元。截至本协议日期, 本公司的已发行股本为 244,267,388.8 港元, 分为 2,442,673,888 股普通股, 每股面值港币 0.10 元。
- (二) 认购人于[中国]注册成立, 并于本协议签署当日由[乌鲁木齐甘泉堡经济技术开发区(工业区) 财政局(国有资产监督管理委员会)]拥有 100% 股权。
- (三) 本公司欲以发行新股的方式筹集资金, 根据本协议的条款和规定, 认购人同意以现金认购认购股份, 而本公司亦同意配发及发行认购股份予认购人。

现同意:

## 1. 释义

- 1.1 在本协议(包括其序言及附件)中, 除非另行定义或文义另有所指, 否则下列词语有以下意义:

“本公司公告” 于签署本协议后本公司发出之公告(惟受限于联交所或其它监管机构所要求之更改)。

“营业日” 香港银行开门营业之日, 不包括星期六、星期日及公众假期, 以及于上午九时正至中午十二时

	正期间悬挂八号或以上热带气旋警告或一直悬挂，且于中午十二时正或之前并无除下之任何日子，或于上午九时正至中午十二时正期间发出「黑色」暴雨警告信号或一直生效，且于中午十二时正或之前并无除下之任何日子。
“中央结算系统”	由香港中央结算有限公司建立和运作的中央结算及交收系统。
“中国”	中华人民共和国。
“公司章程”	公司章程（香港法例第 622 章）。
“交割”	根据本协议第 5 条有关交割本协议之规定。
“交割日期”	交割进行当天，即本协议第 2.2 条所列的条件完成当天起的五个营业日之内(或本公司及认购人书面同意的其它日期)，并预计不迟于本协议日后三十天。
“先决条件”	指第 2.2 条款规定的先决条件。
“关连人士”	具上市规则所赋予之涵义。
“集团”	指本公司及其附属公司。
“处置”	出售、转付、交换、转让、退让、出借、出租、移交、交回、承租、给予许可、不论直接或间接地保留、放弃、妥协、释放、处理或授出任何购股权、优先受让或其它权利或利益，包括任何同意上述事宜的协议。
“港币”	港币，香港之法定货币。
“香港”	中华人民共和国香港特别行政区。
“上市规则”	联交所证券上市规则。
“公司组织章程及细则”	本公司不时修订的公司组织章程及细则。

“各方”	指本公司、认购人以及各自的继受人及允许的受让人，而“一方”指上述各方的任何一方。
“股份”	本公司股本中每股面值 0.1 港元之普通股。
“联交所”	香港联合交易所有限公司。
“认购”	认购人根据本协议第 2 条的认购。
“认购价”	每股[0.31]港元认购的认购股份。
“认购股份”	合共[417,269,077]的新股份。
“附属公司”	具公司条例第 2 条所赋予之涵义。
“%”	百分比。

1.2 本协议中所提及的“条款”、“子条款”及“附表”是指本协议的条款、子条款及本附表。

1.3 本协议中，单数词包括复数词之含义，阳性词包括中、阴性词之含义，以及所提及的人士包括个人、公司团体或非公司团体，在每一种情况下，反之亦然。

1.4 本协议的标题仅供参考，并不影响本协议的解释。

## 2. 认购

2.1 受限于第 2.2 条和第 2.3 条，认购人在此同意以现金按认购价认购认购股份及本公司同意在受限于公司组织章程及细则的情况下，配发及发行列为缴足股本的认购股份予认购人。认购股份，于其根据本协议条款及条件全数支付认购价的情况下，彼此之间应享有同等权益并应与所有交割日期的已发行股份享有同等权益。惟认购人持有认购股份并不享有本公司于交割日期前订下之分派记录日所须支付的任何股息或本公司的其它分派。

2.2 认购是受限于以下的先决条件：

- (1) 联交所上市委员会批准认购股份上市及买卖；及

- (2) 本公司已经向所有权贵之监管机构就本协议及其项下之交易取得所有同意。

本公司与认购人均不可豁免任何载于第 2.2 条的条件。如任何第 2.2 条中所述的条件未能于 2020 年 4 月 30 日（或认购人及本公司以书面形式同意的较后日）前达成，本协议将自动终止，而本协议各方于本协议项下的所有权利、义务和责任将终止及完结，本协议各方，除任何先前违反本协议的条款外，不可以向本协议另一方就认购事宜上索偿。

- 2.3 当所有载于第 2.2 条的条件达成后，本公司须随即以书面形式提前[五]个营业日通知认购人已完成先决条件并通知交割日期。

### 3. 对价

- 3.1 按本协议之条款及条件，认购股份之认购金额合共为[129,353,413.87] 港元，每股认购股份之认购价为 [0.31] 港元。认购人须于交割时将认购金额的全部按照本协议第 3.2 条的规定支付予本公司。
- 3.2 除非本协议另有规定，任何于第 3.1 条所载之金额，由认购人通过电汇方式汇至本公司指定帐户，或按照该公司及认购方于交割前书面同意的其它方法支付。

### 4. 认购保证条款及承诺

本公司无条件地及不可撤回地向认购人声明、保证和承诺：

- (1) 本公司乃经正式注册成立及根据其注册成立所在地之法律有效存续，有权以其目前经营业务之方式经营业务，本协议首页引述语所载本公司之资料均属真实及准确；
- (2) 认购股份将以符合公司组织章程及细则、香港及开曼群岛的相关法例和联交所的相关规则及规定（包括上市规则）配发及发行，彼此之间应享有同等权益并应与所有交割日期的已发行股份享有同等权益，惟认购人持有认购股份并不享有本公司于交割日期前订下之分派记录日所须支付的任何股息或本公司的其它分派；
- (3) 受限于第 2.2 条，本公司有完整的权力和授权发行认购股份；
- (4) 受限于第 2.2 条，就本公司配发及发行认购股份予认购人已经或将于交割前取得有关批准；
- (5) 本公司有权订立本协议及于本协议已被正式授权和执行时，对本公司将构成

10/11/2017

具有法律约束力的义务；

- (6) 除本协议另有规定外，认购股份于其配发及发行时将不受任何留置权、押记、产权负担、优先购买权、资本及任何其它不论性质的第三方权利，并于交割日期附有所有附带的权利。认购股份与本公司现在及将来其他所有直接、无条件、无抵押及无从属的义务（除法例或适用法律要求外）享有相同权益并具有同等权利，惟认购人持有认购股份并不享有本公司于交割日期前订下之分派记录目所须支付的任何股息或本公司的其它分派；
- (7) 除任何不超过连续 15 个营业日的暂时停牌（但不包括任何等待公布本公司公告的停牌）外，本公司的全部已发行股本均及继续于交割日期后于联交所主板上市，而本公司于签署本认购协议当日并不知悉任何情况本公司的股份会被暂停、取消或吊销上市；
- (8) 据本公司所悉，本公司及任何附属公司概无任何尚未公告的进行中或待决，在裁决对本公司有关附属公司不利时可能会或已经对本公司及其附属公司（整体而言）或本公司之财务状况造成重大不利影响或对配售事项及认购事项而言乃属重大之诉讼、仲裁或其它法律程序；
- (9) 本公司的保证应被视为于交割日期再次重复，犹如提及本协议日期的字眼乃指交割日期。

#### 4.2 认购人向本公司声明并保证：

- (1) 认购人乃经正式注册成立及根据其注册成立所在地之法律有效成立和存续，有权以其目前经营业务之方式开展业务，本协议首页引述语所载有关其的资料均属真实及准确；
- (2) 认购人具有权力和授权签订和履行本协议并履行本协议，而于正式执行本协议时，对认购人构成具有法律约束力的义务；
- (3) 认购人确认其知悉本公司可根据其有效的一般授权发行股份及/或认股权证予其他投资者；
- (4) 认购人及其控制人均非本公司的关连人士（定义见上市规则第 14A 章），亦非本公司关连人士的联系人；
- (5) 认购人是以主要人身份认购认购股份，而不是以代理人或受托人身份代表任何其它人任认购认购股份；

- (6) 除认购人同意根据本协议认购的认购股份外，认购人于本协议签署当日并没有持有本公司任何股份；
- (7) 认购人并非由本公司或其关连人士或其任何联系人以直接或间接资助的方式或支持认购本公司股份；
- (8) 认购人并非一位就本公司证券之购买、出售、投票或其它处置本公司证券而惯常听从关连人士的指令的人士；
- (9) 认购人及其最终实益拥有人及彼等各自的紧密联系人并非本公司任何股东的一致行动人士；
- (10) 认购人的保证应被视为于交割日期再次重复，犹如提及本协议日期的字眼乃指交割日期；及

就本条款而言，“关连人士”、“联系人”和“紧密联系人”应具有上市规则所赋予之涵义，而“一致行动”应具有香港公司收购及合并守则所赋予之涵义。

- 4.3 本协议双方在此向本协议另一方承诺将促使在未得到本协议另一方就有关时间和披露方式事宜上的书面同意前（惟该同意不得被无理拒绝或拖延），不可于本协议签署日至交割日期期间披露、公布或传播有关认购及/或本公司有关认购的资料，惟法例、联交所或香港证券及期货事务监察委员会所要求除外。
- 4.4 本公司在此声明并向认购人保证本公司公告中所载的所有陈述及事实（除陈述有关认购人的事实外）在所有重大方面均属真实和准确且就认购事宜上并没有误导性。认购人在此声明并向本公司保证所有有关其本身载于公告的所有陈述及事实在所有重大方面均属真实和准确且就认购事宜上并没有误导性。
- 4.5 所有包含于本第 4 条的保证及承诺均被视为于本协议签署当日提供并不论交割与否均为全面有效。本公司与认购人（视情况而定）（于本第 4.5 条中提述为“违约方”）特此承诺如于交割前任何违约方作出的保证及承诺是或将于交割日期前为不真实、不准确或具误导性，违约方将通知另一协议方有关事宜。
- 4.6 认购人在此承诺及时向本公司提供所有应联交所或其它监管机构合理要求

的资料。

#### 4A. 对认购人的限制

4A.1 除根据第 4A.3 条外，认购人承诺如未获本公司书面许可，认购人不得直接或间接在交割日期后的 6 个月内（「股份禁售期」）减持认购股份及促使认购人股东减持其在认购人的权益。

4A.2 本公司同意在第 4A.1 条的相关期限届满后，认购人可以处置认购股份，但认购人承诺其应当首先以书面通知本公司并在处置前咨询本公司，认购人进一步承诺其应当尽一切最佳努力确保该等处置不会造成市场秩序混乱或股份价值大幅下跌或虚假市场。

4A.3 第 4A.1 条不妨碍认购人（或认购人子公司，视乎情况而定）向其全资子公司转让全部或部分认购股份，只要该等全资子公司承诺，且认购人（或认购人子公司，视乎情况而定）承诺确保该子公司遵守第 4A 条对认购人的条件与限制，犹如该全资子公司受到此等条件与限制的约束。如在第 4A.1 条规定的转让限制期满前，该全资子公司不再是认购人的全资子公司，该全资子公司应当将认购股份转让与认购人或认购人的其他全资子公司，该子公司同样应承诺遵守第 4A 条对认购人的条件与限制，犹如该子公司受到此等条件与限制的约束。

4A.4 认购人同意本公司有绝对酌情权拒绝登记任何违反第 4A 条的股份转让。

#### 5. 交割

5.1 于完成先决条件后，交割应于交割日期当天办公时间内于各方书面同意的地方举行，并进行下列所有（但非只一部份）事宜：

5.2 交割时，本公司需由香港股份过户登记分处 Tricor 确认。

(1) 将配发及发行列为已缴足股本的认购股份予认购人，并促使认购人登记于本公司香港股份过户登记分处上的股东名册内；并于[5]个营业日内，

(i) 向认购人或其指定的全资附属公司或认购股份交付一张认购股份股票证书，而有关股票证书是以认购人为股东的名义发出；或

(ii) 将认购股份之股票存放至认购人指定的中央结算系统参与者的账户内。

认购人需于交割日期前51个营业日通知本公司采纳上述(i)或(ii)之安排。

(2) 向认购人交付经核证之本公司董事会决议案副本，批准本协议及其项下之交易；

5.3 于本公司妥为履行第 5.2 条之条款的同时，认购人须：

- (a) 以电汇方式支付第 3.1 条有关认购股份之认购金额；
- (b) 向本公司交付经核证之认购人董事会决议或会议记录，批准本协议及其项下之交易；及
- (c) 向本公司交付妥为签署附表之认购股份申请表格。

5.4 除非直至认购方及本公司各自完全遵守第 5.2 至 5.3 条，否则协议方无须就本协议交割。

5.5 于无损另一协议方之索偿权益下，倘任何协议方于交割日期并没有遵守第 5.2 至 5.3 条，则无错失的一方可以：

- (a) 就其可行情况，尽量进行交割，但无损其于本协议项下之权利；或
- (b) 延迟交割，至不多于根据第 5 条交割之日期后的 30 天；或
- (c) 撤销本协议，并无须对缺失一方负任何责任，本协议之条款自此日起随即无效(除第 7 条须继续全面生效外)，各协议方均无须承担责任(但无损于任何一方就追讨之前违反本协议条款之权利)。

## 6. 终止

6.1 如于本认购协议日期至交割日期期间内任何时间，下列事件或事项(不论是否构成一连串事件的一部分)出现，产生或存在：

(1) 任何一方知悉或有合理的理由相信另一方任何声明、保证和承诺为失实、不准确、产生误导或被违反，在各情况下(根据认购人合理的意见)就认购而言乃属重大；或

(2) 下列各项将会形成、出现、存在或即将生效：

(i) 在认购人合理控制以外的任何事件或连串事件(包括(但不限于)



政府作为或任何法院命令、罢工、灾害、危机、禁制、火灾、爆炸、水灾、民乱、战争、敌意事件的爆发或升级、暴动或武装冲突（不论有否宣战）、天灾、恐怖行为、宣布国家或国际处于紧急状态、暴动、扰乱公共秩序、经济制裁、疾病或传染病爆发（包括禽流感及该等相关的或易变的形态）或者运输中断或延滞；

- (ii) 可能会导致地方、国家、国际、金融、经济、政治、军事、工业、财政、监管、货币或市况或事宜及/或灾难或者货币或交易交收系统方面的任何变动或涉及潜在变动的发展；
- (iii) 任何新法律或规例，或有任何涉及现有法律或规例的潜在变动的任何变动或发展，或涉及任何法院或其它具司法管辖权的机构（不论在香港或其它地方）对其诠释或应用的任何变动或发展；
- (iv) 出现涉及香港或其它地方的税务或外汇管制（或实施任何外汇管制）、货币汇率或外商投资法律，或影响到股份投资的变动或发展；或
- (v) 香港（由香港财政司司长及/或香港金融管理局或其它机构实施）、纽约（由美国联邦储备局或纽约州政府级或其它机构实施）、新加坡、伦敦或中国的商业银行活动的任何全面停止，或香港或其它地方的商业银行或证券交收或结算服务遭受重大干扰；
- (vi) 股份在联交所暂停买卖连续 15 个营业日（但不包括任何等待公布公告的暂停买卖）；
- (vii) 本公司任何成员公司违反、不遵守任何适用法律和规例（包括但不限于《公司章程》及《上市规则》）；
- (viii) 任何其它事件、连串事件、变动、发展或状况，

根据认购人合理的意见：-

- (a) 相当可能对本公司整体而言的一般事务、管理、业务、财务、交易或其它情况或前景构成重大不利影响；或

(b) 相当可能对认购的成功或认购认购股份构成重大不利影响；或

(c) 相当重大以致继续进行认购成为不适合、不智或不宜。

则认购人经书面通知本公司后，可立即终止本认购协议。

6.2 在根据第 6.1 条发出通知后，本认购协议项下各方之所有责任须予中止及终止，各方概不得就本认购协议引起或就本认购协议而言发生之任何事件对任何其它订约方提出任何申索，惟下列除外：

(1) 先前已违反之本协议项下之任何责任；及

(2) 第 4 及第 7 条项下之责任。

## 7 保密

7.1 受限于第 7.2 条，各方因商讨、订立或履行本协议而收到或获得有关本协议的内容、商讨、题述事宜或另一方的所有资料（「保密资料」）须严格保密，不可向任何其它人士披露或导致、允许或容许任何相关保密数据被披露，除非另一方事先书面同意作出披露。

7.2 本第 7 条所载条文不适用于各方向其各自的专业顾问披露的任何保密资料，或非因其违约而已进入公共领域的保密资料，或按照任何相关政府机构或监管机构、或任何法律或其司法管辖权法院的命令或联交所或香港证券及期货事务监察委员会所要求披露的保密资料。

## 8 公告

8.1 按照第 8.2 条，除非得到另一方的事先书面批准，否则任何一方不得发出有关本协议条文或题述事项或载有关于另一方任何资料的任何公告，但本公司发出本公司公告及其后之成交公告则不受此限制。

8.2 如果法律或联交所或任何其它证券交易所或其司法管辖权的监管机构或政府机构要求（不论其法律效力与否）作出公告，第 8.1 条将不适用。

## 9 其它事项

9.1 本协议可由协议各方履行或遵守的所有条款均于交割后仍然继续具有效力，除非有关事宜已经履行。

9.2 本协议可以以任何数目之副本签署，全部副本一起构成一个及同样之协议。任何一方可签订此副本作为订立本协议。

- 9.3 本协议的任何更改只于本协议书面记录并由本协议各方签署后方具有约束力。
- 9.4 本协议构成本协议各方之间就认购事宜的全部协议，并取代所有本协议各方有关认购事宜上的先前谅解和协议（如有）。本协议各方确认彼等并没有任何就该等被取代的谅解或协议（如有）存在任何索偿或争议，以及除本协议外并没有其它陈述、保证条款、条件或条款适用于本协议项下拟进行的交易，不论是明示或暗示，除非该等陈述、保证条款、条件或条款已于本协议中明确说明。
- 9.5 时间是本协议的要素。
- 9.6 本公司与认购人分别在此向本协议另一方承诺将根据本协议的条款及本协议项下拟进行的交易进行一切所需之行动及事宜及签署所有所需的契据及文件以给予本协议的条款及本协议项下拟进行的交易法律效力。
- 9.7 各方应各自承担其就磋商、准备或交割本协议及本协议项下拟进行的交易之费用及开支（包括但不限于在适用情况下须缴付之经纪人佣金和证券及期货事务监察委员会的交易征费及联交所交易费用）。

## 10 通知

- 10.1 根据本协议项下任何通知、索偿、要求、法庭程序、文件或其它通讯（在本第 10 条均统称为“通知”）须以英文或中文书写，并可以人手交付或传真或邮寄至于本协议开首本协议有关之协议方的香港主要营业地点或传真号码（如有），或在相关情况下该协议方的香港主要营业地点，或最后一次该协议方书面通知的其它地址（惟该地址必须位于香港）的方式送达。所有通知须以下列方式送达而该通知亦须根据下述时间被视为已送达及收取：

<u>送达方式</u>	<u>被视为送达及收取的时间</u>
人手交付	于亲自送达时
预付挂号信寄出或快递	24 小时
传真	于传真送达时
航空快递 / 特快专递	3 天
空邮	5 天

- 10.2 根据第 10.1 条送达的通知应于人手交付或速递方式本身即可证明；而邮递发送则在装有通知的信封上标有正确地址和收件人姓名，而信件为邮局所接纳即可证明。如果以传真发送，从自动回报报告或在通话中得以证明。
- 10.3 本第 10 条并不妨碍其它法律允许的通信或送达方式。

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**11 继承人和受让人**

11.1 本协议具有约束力，本协议各方的继承人和受让人可获得本协议项下的权利。转让本协议项下的任何权利或义务时须先获得本协议其他方的事先书面同意。

**12 适用法律及司法权**

12.1 本协议各方不可撤销地同意并接受，本协议受香港法律管辖，并按香港法律解释。就本协议产生的任何索赔或事宜提交至香港法院的非专有的司法管辖权管辖。

12.2 本协议已于首页所述日期由各协议方或其授权代表签署。

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**附表**

致：中国优通控股有限公司  
香港湾仔港湾道 23 号  
鹰君中心 24 楼 2404 室  
敬启者

日期：2020 年 4 月 23 日

**认购股份**

我们参照由（一）中国优通控股有限公司（“该公司”）作为发行人；及（二）新疆博润投资控股有限公司作为认购人于 2020 年 4 月 23 日签署的认购协议（“该协议”）。除另有指明外，本信函所用词汇应与协议所界定者具有相同涵义。

根据该协议的规定，我们在受限于公司组织章程及细则的条款下不可撤销地申请以认购价认购认购股份，总金额为港币[129,353,413.87]（“总认购价”）。

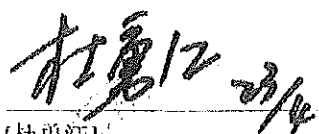
根据该协议的第三条，我们在此附上总认购价港元[129,353,413.87]的汇款通知以作为认购股份的认购款项，并要求该公司登记我们的名称根据公司组织章程及细则的条款于该公司的香港股份过户登记分处上的股东名册上。

登记拥有人	地址	股份数目
[新疆博润投资控股有限公司]	[新疆乌鲁木齐市甘泉堡经济技术开发区月恒东街 29 号甘泉星空春苑小区 32 号楼 2-7 室]	[417,269,077]

我们现授权该公司，(1)[并要求该公司配发及发行认购股份予我们，并于[地址]交付代表认购股份的股票证书予我们（标示由[\*]收取），或(2)[要求该公司将认购股份之股票存放至下列中央结算系统的账户内]或投资者持有的账户内，其交付将充分解除该公司就交付我们上述股票证书/股份过户的义务]（请选择 1 或 2）

鉴于该公司配发及发行认购股份予我们，我们确认我们是以本身的身份认购该等认购股份而并非以任何其它人士的代名人、代理人或信托人身份认购，以及我们认购该等认购股份的目的是用作投资。

代表[新疆博润投资控股有限公司]

Handwritten signature in black ink, appearing to read '杜勇江' followed by a date '2014'.

姓名: [杜勇江]

职位: 董事

簽署頁

本公司

由 姜長壽 )  
代表 CHINA U-TON HOLDINGS LIMITED )  
中國優通控股有限公司 )  
于下述人士面前簽署: )

For and on behalf of  
China-U-Ton Holdings Limited  
中國優通控股有限公司

  
.....  
Authorized Signature(s)

見證人簽名:

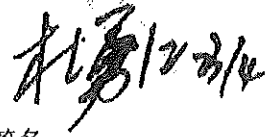
見證人的姓名:

見證人的職業:

見證人的地址:

认购人

由 )  
代表新疆博润投资控股有限公司 )  
于下述人士面前签署: )



杜勇 2014

见证人签名:

见证人的姓名:  
见证人的职业:  
见证人的地址:



附件四

## 新疆博润董事会决议

公司与六月八日下午在管委会六楼会议室就中国优通投资事项召开了董事会。会议由董事长段炳银主持，各董事参加、监事列席。会议就是否继续对中国优通的投资的若干事项进行了讨论并形成了如下决议：

一、决定变更与中国优通于四月二十三日签署的认购协议和对本次增发的投资。

二、决定继续协调中国优通充实主营业务和业绩，恢复上市公司投资价值，具备必要投资条件。

三、同意在中国优通完成完成主营业务和业绩充实的情况下，于2020年7月30日前及时恢复对中国优通的投资谈判，重新恢复定向增发计划。

四、同意将上市公司的股票简称由“中国优通”变更为“未来优通”。

签发：段炳银

新疆博润投资控股有限公司

二零二零年六月八日

陈中五

致：中国优通控股有限公司  
香港湾仔港湾道 23 号  
鹰君中心 24 楼 2404 室  
敬启者

日期：2020 年 7 月 30 日

### 认购股份

我们参照由（一）中国优通控股有限公司（“该公司”）作为发行人；及（二）新疆博润投资控股有限公司作为认购人于 2020 年 4 月 23 日签署的认购协议（“该协议”）。除另有指明外，本信函所用词汇应与协议所界定者具有相同涵义。

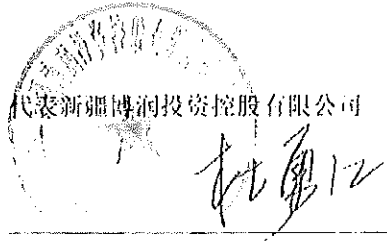
根据该协议的规定，我们在受限于公司组织章程及细则的条款下不可撤销地申请以认购价认购认购股份，总金额为港币 129,353,413.67（“总认购价”）。

根据该协议的第 3 条，我们在此附上总认购价港元 129,353,413.67 的汇款通知以作为认购股份的认购款项，并要求该公司将以下我们的全资子公司的名称根据公司组织章程及细则的条款登记于该公司的香港股份过户登记分处上的股东名册上。

登记拥有人	地址	股份数目
新疆博润投资控股有限公司	新疆乌鲁木齐市甘泉堡经济技术开发区月恒东街 29 号甘泉星空春苑小区 32 号楼	417,269,077

我们现授权该公司，并要求该公司配发及发行认购股份予上述登记拥有人，并于[广东省深圳市南山区 1007 号鲸山别墅 137 栋]交付代表认购股份的股票证书予上述登记拥有人（标示由[孙啸]收取），其交付将充分解除该公司就交付我们上述股票证书/股份过户的义务。

鉴于该公司配发及发行认购股份予我们指定的上述登记拥有人，我们确认我们是以本身的身份认购该等认购股份而并非以任何其它人士的代名人、代理人或信托人身份认购，以及我们认购该等认购股份的目的是用作投资。



代表新疆博通投资控股有限公司

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姓名: 杜勇江  
职位: 董事



**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 3**

## 战略合作备忘录

本备忘录由以下各方于 2020 年 1 月 3 日于中国·北京·宋庄签署。

中国优通控股有限公司（下称“中国优通”或“甲方”，股票代码：06168.HK）是一家主要提供光纤设计、布放及维护服务、弱电系统设备及有关配件的安装及销售、通讯网络的设计、建设及维护及提供放债服务的中国公司；

新疆博润投资控股有限公司（下称“博润投资”或“乙方”）是一家中国新疆国有资产投资公司，主要从事国有资产的投资、管理与经营；项目投资；实业股权投资；

北京未来空间智宅科技有限公司（下称“未来空间”或“丙方”）是一家位于中国北京的专注于智宅装配、建装一体化产业运营商，主营四大板块：新型绿色环保园区建设、新型建筑装饰装修材料研发及推广、科技人居项目的产业孵化、投资、运营、管理的集团公司。

基于对中国大陆新型绿色环保装饰装修产业及未来人居和美好生活环境需求爆发的预期，中国优通拟在新型绿色环保建材和智宅装配方向积极拓展，以促使中国优通在工程服务板块由原来单一的建筑弱电工程业务向科技人居等新型建筑装饰装修产业综合服务方向实现业态升级。

现各方同意联合致力于合作范围内有关新型环保建材和智宅装配方向的资源和项目达成高度紧密合作，为明确表达各方的合作意愿和深度合作共识，特签署本备忘录。

### 1、合作共识：

1.1 中国优通拟引入博润投资作为战略投资方，以募集足额资金支持中国优通完成对新型绿色环保建筑装饰装修产业的拓展；

1.2 未来空间作为中国大陆专业的智宅装配建装一体化产业运营商，已经投资了多个新型绿色环保建材产业园区和装配式建筑产业园区，拥有先进的行业技术，在相关领域有优秀的一体化服务能力和产业配套落地实力，已经在中国大陆具备显著的领导地位。

1.3 博润投资积极看好中国新型绿色环保建材和智宅装配一体化产业的发展,未来将以专项股权投资基金、产业基金和混合投资等多种方式,支持更多优质的大陆智宅装配一体化项目赴港上市。

Acted on behalf of  
U-Ton Holdings  
优通控股  
Authorized

## 2、需要进一步讨论和磋商的事项

2.1 中国优通是否需要根据业务多元化探索择机更名,以更集中的体现公司业态升级;

2.2 各方具体的合作细节和最终合作方式;

2.3 中国优通未来在新型建筑装饰装修市场及未来人居的运营规划和发展战略;

## 3、签署后拟采取的行动

3.1 各方将共同成立一个稳定的联合工作小组,以促进合作计划的进一步细化和相关业务快速落地;

3.2 各方将于近期就合作内容和行动计划签署一系列协议或合同,并根据合作进展择机公告;

3.3 各方将结合自身资源,在新型绿色环保建材领域引入更多的合作伙伴,进行一系列实质业务资源的整合,以加速中国优通业务拓展的落地。

3.4 各方同意目前的合作是基于各方之间的相互信任,各方任何时候都不得做出有损其它方利益的行为,各方在本备忘录相关的合作过程中都要诚实坦诚交换信息。

## 4、备忘录生效与终止

本备忘录经各方签字生效,至下列日期终止(以最早者为准):

(a) 各方用正式协议取代本备忘录;(b) 本备忘录签署1年后。

## 5、法律管辖及争议解决

本备忘录受中华人民共和国法律管辖。各方应在一方发出要求协商的请求之日起60日内,尽各方最大努力进行友好协商和解决因本备忘录引起的任何纠纷、异议或索赔(“争议”)。

如各方自行友善解决争议，各方应签订书面的解决协议并依约履行。如果各方确实已尽力协商但未达成任何解决方案，任何一方可以就争议在北京提起仲裁。

## 6. 其他条款

本备忘录仅为明确各方合作意向，不是具有约束力或可强制履行的协议，也不在各方之间设定实施任何行为的义务，无论该行为是否在本意向书中明确规定应实施还是拟实施。

有关本次交易的信息披露事宜将严格依据有关法律、法规及中国香港证券及期货事务监察委员会、香港联合交易所的有关规定进行。

各方均应对因本次交易相互了解之有关各方的商业秘密及其他文档资料采取严格的保密措施未经对方许可，本合同任何一方不得向任何其他方透露。

本备忘录和任何相关的融资协议（如有）和项目文件（如有）构成各方在本备忘录项下之事项的完整约定，并替代与同一事项相关的所有先前的口头或书面协议。

本备忘录一式叁份，每一份均应视为原件，叁份文件经双方正式签署后构成整个文件，自各方正式签章日起生效。

各方及授权代表附上签名如下，以兹证明。  
*For and on behalf of*  
**China U-Ton Holdings Limited**  
中国优通控股有限公司

甲方（盖章）：中国优通控股有限公司

授权代表姓名及职务：

.....  
*Authorized Signature(s)*

乙方（盖章）：新疆博润投资控股有限公司

授权代表姓名及职务：

丙方（盖章）：北京未来空间智宅科技有限公司

授权代表姓名及职务：

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 4**



## 授权委托书

委托方：新疆博润投资控股有限公司

受托方：孙啸

身份证号码：

1、根据中国内地相关法律法规及中国香港有关境外投资法规的规定，结合公司内控要求，经过公司董事会讨论并一致通过决议：同意委任【孙啸】担任我公司代表，全权负责我司与【中国优通控股有限公司】（简称“中国优通”，“香港联合交易所股票编号：6168”）的一切投资合作事宜，以及与【优通未来空间（北京）科技发展有限公司】的一切合作事宜。

2、代表本公司与中国优通控股有限公司及优通未来空间（北京）科技发展有限公司磋商、草拟、见证、签署、接收及送达协议、文件及其他文本。

3、代表本公司负责接收、保管及监督优通未来空间（北京）科技发展有限公司的证照、印鉴、银行账户等公司资料（非经优通未来空间（北京）科技发展有限公司股东书面授权，不得使用），并负责交接后相关银行账户使用授权及资金进出审批事宜。

4、委托期限：自2020年1月2日至2022年12与31日。

5、本授权书由新疆博润投资控股有限公司盖章且孙啸先生签字后生效。

委托方：新疆博润投资控股有限公司（盖章）

受托方：孙啸先生（签署）

签署日期：2020年1月2日

孙啸先生 印章 已收回  
已中农办刘浩接收(13号)

### 授权委托书

委托方：新疆博润投资控股有限公司

受托方：孙啸

身份证号码：372928196712033918

1、根据中国内地相关法律法规及中国香港有关境外投资法规的规定，结合公司内控要求，经过公司董事会讨论并一致通过决议：同意委任【孙啸】担任我公司代表，全权负责我司与【中国优通控股有限公司】（简称“中国优通”，“香港联合交易所股票编号：6168”）的一切投资合作事宜，以及与【优通未来空间（北京）科技发展有限公司】的一切合作事宜。

2、代表本公司与中国优通控股有限公司及优通未来空间（北京）科技发展有限公司磋商、草拟、见证、签署、接收及送达协议、文件及其他文本。

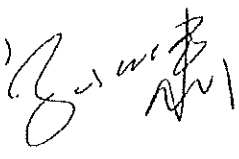
3、代表本公司负责接收、保管及监督优通未来空间（北京）科技发展有限公司的证照、印鉴、银行账户等公司资料（非经优通未来空间（北京）科技发展有限公司股东书面授权，不得使用），并负责交接后相关银行账户使用授权及资金进出审批事宜。

4、委托期限：自2020年1月2日至2022年12月31日。

5、本授权书由新疆博润投资控股有限公司盖章且孙啸先生签字后生效。

委托方：新疆博润投资控股有限公司（盖章）

受托方：孙啸先生（签署）



签署日期：2020年1月2日

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**Report on issues in relation to**

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**4 November 2022**

**Appendix 5**

## 业务合作协议

甲方：优通未来空间-北京科技发展有限公司

乙方：北京未来空间智宅科技有限公司

根据2020年1月2日中国优通控股有限公司（06168.HK）、新疆博润投资控股有限公司、北京未来空间智宅科技有限公司三方签署的《战略合作备忘录》，以及新疆博润投资控股有限公司作为认购方与中国优通控股有限公司（06168.HK）于2020年4月23日签订的《认购协议》，为了加快开展中国优通控股主营业务中智能装配式建筑业务，实现公司和股东盈利，经甲、乙方协商一致，现就双方合作开展智能装配式建筑业务事宜签署本协议。

一、甲方以就开拓和发展新型环保建材和智宅装配业务报请并获得甲方股东中国优通控股有限公司批准。

二、乙方是大陆专业的智宅装配建装一体化产业运营商，已经投资了多个新型绿色环保建材产业园区和装配式建筑产业园区，拥有先进的行业技术，在相关领域有优秀的一体化服务能力和产业配套落地实力，已经在大陆具备显著的领导地位。

三、自本协议签署生效后，甲方新设立的智能装配式建筑业务将由双方合作经营。该约定业务仅为智能装配式建筑业务，不涉及甲方其他业务。乙方智能装配式建筑业务按照上市公司业务规则完整转移至甲方且独立经营，乙方主体名下不再保留或经营该业务并规避关联关系、关联交易等。

四、合作经营的方式为甲方通过中国优通控股有限公司股权向新疆博润投资控股有限公司定向增发所募集的资金中的2亿元将作为甲方经营发展本业务的流动资金；乙方运营本业务的经营管理团队及供应链管理所涉及的现有及潜在的全部上下游企业全部转移至甲方，乙方转移至甲方的团队经甲方董事会批准及授权负责合作业务的经营管理，甲方负责

监管公司运营的合规性及合法性。甲方公司由此所获得的经营收益全部归属甲方。

五、乙方就甲乙双方合作开展该新型业务以来的经营情况预测，2020年度及未来三年的业务经营目标计划为：2020年可以实现销售收入3.0亿元以上，年终利润0.5亿元；2021年实现销售收入5亿元，利润1亿元；2022年实现销售收入10亿元以上，利润2亿元。2023年实现销售收入16亿元以上，利润3亿元具体利润的实现金额，以上市公司指定的审计师的审计报告为准。

六、乙方公司完成本协议第五条经营目标时，合作经营的权益和成果按照甲方51%、乙方49%的比例进行分配。乙方权益的部分可以在本财年结束后的适当的时间以合规的方式对价并入甲方公司，甲方股东按照乙方业务权益的对价向乙方发行新股。

七、甲方智能装配式建筑业务的主要内容和边界：

1、以新型智能化和装配式建筑两项技术为核心的建筑材料的生产及销售、建筑工程项目承揽和施工、智能化技术的软硬件产品的集成、订制、设计、销售和施工，智能装配式建筑新技术的研发和产业化应用等。

2、甲方原有该业务的订单、客户和业务团队全部移交给北京公司并在线上进行合规的经营管理。

八、中国优通控股有限公司委派一名董事进入甲方董事会，负责公司生产经营合法合规管理；乙方委派一名管理人员并出任公司董事，负责组织公司经营管理活动；博润公司委派一名董事负责监管公司运营活动。

九、双方的权利与义务

(一) 甲方的权利与义务

1. 按照本协议约定向优通未来空间·北京·科技发展有限公司提供运营资金并依据本协议享有北京公司业务权益并有权分配约定收益，及时

兑现乙方各项权益，否则，不得享有和分配新业务经营成果。

2. 善尽本协议约定的各项合作经营义务和责任，保证业务合作的顺利实施取得预定成果。
3. 督促乙方兑现各项合作与经营义务，及时向乙方提供上市公司相关真实、合法、有效和完整的信息与数据等，保障乙方合法权益不受损失。对获得的乙方信息、数据等进行有效的保密。

### (二) 乙方的权利与义务

1. 按照本协议经营约定业务等，享有各项约定的业务权益并有权分配约定收益。
2. 善尽本协议约定的各项义务和责任，保障实施和落实合作内容与经营业务。
3. 督促甲方兑现各项合作义务等，保护各方利益充分实现。
4. 及时向甲方提供真实、合法、有效和完整的合作业务信息和数据等，保障甲方合法权益。对获得的甲方信息进行有效的保密。
5. 尽职尽责将合作业务完整移交给甲方，并善尽经营义务，确保经营业绩和利润的实现。
6. 配合甲方提供公司的全部经营和业务信息、数据等，善尽统一的披露、陈述和说明义务。

### 十、管辖法律和争议解决

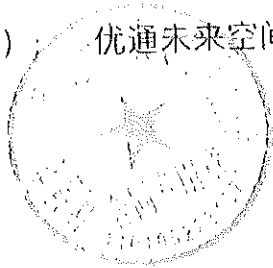
本协议受香港法律管辖及须按其解释。本协议引起或相关的任何争议、争论或索偿，或者本协议的违约、终止或失效，均依照现时有效的香港国际仲裁中心仲裁规则通过仲裁解决。仲裁地点应该在香港的香港国际仲裁中心，并且以中文进行。该等仲裁将依据本协议日生效之香港国际仲裁中心仲裁规则下的仲裁程序进行。仲裁裁决须为最终的并作为定论，对双方具有约束力，不可再行申诉。

十一、本协议未尽事宜由双方本着平等自愿、公平公正和互惠互利

的原则协商解决，商定的书面意见作为本协议附件并同本协议具有同等法律效力。

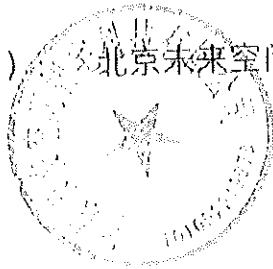
十二、本协议一式四份，甲方、乙方各持两份。

甲方（盖章）： 优通未来空间·北京科技发展有限公司



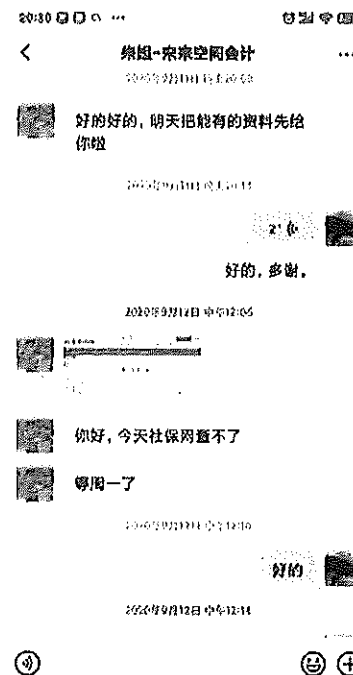
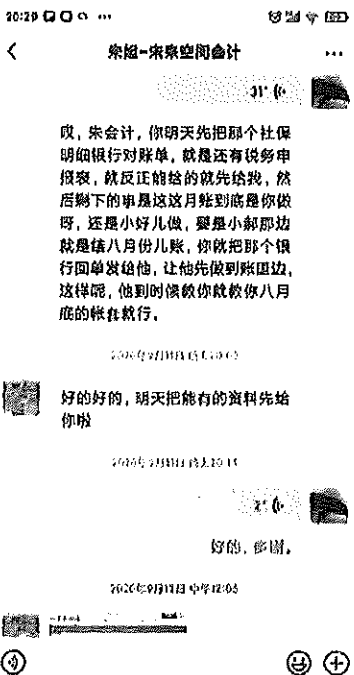
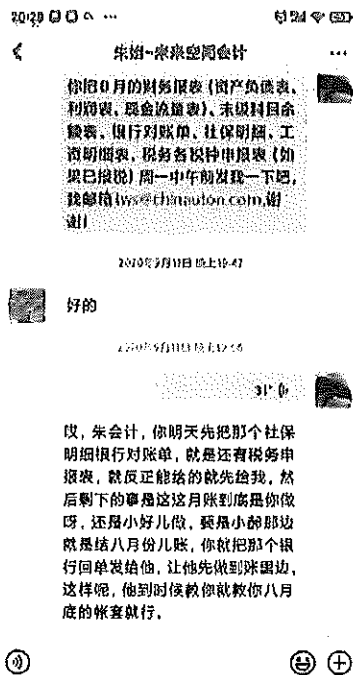
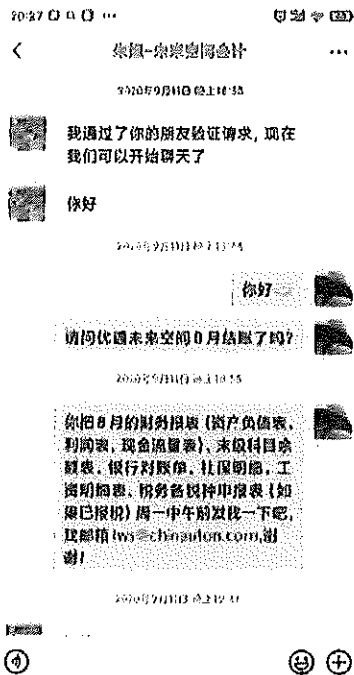
签署日期：

乙方（盖章）： 北京未来空间智宅科技有限公司



签署日期：

Q11: 微信聊天记录, 证明财务总监刘文秀要求朱梅瑛提供银行对账单及发现资金被转出





20:31 朱姐-未来空间会计

好的好的，明天把能有的资料先给你啦

20:30 2020年9月11日 下午 1:03

好的，多谢。

20:30 2020年9月11日 下午 1:03

你好，今天社保网查不了

等周一了

20:30 2020年9月11日 下午 1:03

好的

20:30 2020年9月11日 下午 1:03

银行对账单是从8月1日到今天的，9月份的从网银上导一下就可以

20:32 朱姐-未来空间会计

你好，今天社保网查不了

等周一了

20:30 2020年9月12日 中午 12:10

好的

20:30 2020年9月12日 中午 12:10

银行对账单是从8月1日到今天的，9月份的从网银上导一下就可以

辛苦了

20:30 2020年9月12日 中午 12:10

聊天时长 03:10

20:30 2020年9月12日 中午 12:10

9月还没有回单

20:32 朱姐-未来空间会计

银行对账单是从8月1日到今天的，9月份的从网银上导一下就可以

辛苦了

20:30 2020年9月12日 中午 12:10

聊天时长 03:10

20:30 2020年9月12日 中午 12:10

9月还没有回单

## 法人可执行事项授权书

- 1、经过公司股东中国优通（香港）有限公司（简称“香港优通”或“委托方”）股东会讨论并一致通过决议：同意委任郭叶子女士（“受托方”）（中国身份证号码：430722198210075063）担任优通未来空间（北京）科技发展有限公司（简称“优通未来空间”）的执行董事，且执行董事为公司法定代表人，并推荐为该公司总经理。
- 2、根据中国大陆相关法律法规及中国香港有关境外投资的法规条款的规定，结合公司内控合规管理的基本要求，特此对郭叶子女士担任优通未来空间执行董事兼总经理期间的可执行事项之范围予以明确。
- 3、有关作为优通未来空间授权代表之授权范围如下：
  - 3.1. 办理有关经公司股东会决议批准的工商变更、银行变更及新开立账户、税务登记申报及变更；
  - 3.2. 严格遵守国家法律法规及最终于香港上市之控股公司中国优通未来空间产业集团控股有限公司（简称“中国优通”）内控管理制度及宣传守则；
  - 3.3. 制订公司的运营计划，负责公司的日常运营管理；
  - 3.4. 负责完成向股东承诺的经营业绩和财务计划，并接受股东的监督和发展建议；及
  - 3.5. 对股东负责，执行股东会决定，并及时召开股东会会议，向股东作报告。

郭叶子

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4. 有关优通未来空间之财务管理及对外合同签署之授权范围如下:

4.1 合同签署: 经公司法务审核通过的标准制式合同, 每月单笔合同金额在 50 万人民币及以上或每年度针对单一客户累计合同金额在 100 万人民币及以上的合作, 需中国优通审批批准后方可盖章及签署;

4.2 印章使用: 遵循公司用印流程, 公章和财务章需根据中国优通董事长姜长青批核的印章使用表盖章;

4.3 资金发放: 由中国优通委派财务总监刘文秀把关, 所有网银或签发支票都需由她批核 (其中一位批核者); 每月针对单一客户单笔或累计对外支付在 50 万元及以上的需要集团备案, 针对单一客户单笔或累计对外支付在 100 万元及以上的需要中国优通审批批准;

4.4 资金预算表: 需提供每月及每年的预算表, 实际与预算对比表及由中国优通批核;

4.5 对外担保: 未经中国优通董事会审议和批准, 不得对任何人和任何主体提供对外担保;

4.6 资金筹集: 任何对外筹集资金 (含银行借贷) 的事宜按规定程序报请股东公司批准, 对外借款 100 万人民币及以上的需报请中国优通董事会审议和批准;

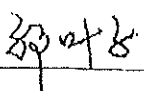
4.7 对外投资: 未经中国优通董事会审议和批准, 不得进行任何对外投资, 含新设子公司、新设分公司及新参与合资公司或联合体组建等事项。

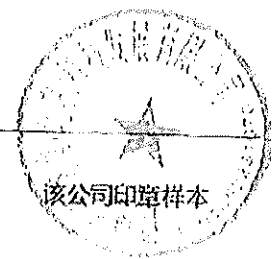
张叶子

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5/6

- 5、超出授权范围事项或在授权范围内股东并不知情且给股东带来潜在或有责任或现实义务的事项，即使相关文件已经加盖优通未来空间公司印章，郭叶子女士超越授权范围任何行事，均不代表股东香港优通，香港优通不对超越授权范围的任何行为承担任何责任。
- 6、郭叶子女士承诺及保证：遵守相关法律法规及《公司章程》约定，忠于职守，勤勉尽责，重大事项服从委托方的统一安排和调度，不得有任何超越授权范围的行事；在授权有效期内，未经委托方许可，不得以委托方名义签署任何合作或意向协议；执行中一切违法违规行为的后果，均由受托方自行独立负责，委托方不承担任何责任。
- 7、委托期限：自出具本授权书之日起，至郭叶子女士终止担任优通未来空间法人之日止，期间双方可一致协商签署其他文件以终止本授权。
- 8、授权代表郭叶子的签字式样及该公司印章样本如下：

  
 \_\_\_\_\_  
 授权代表郭叶子签字字样



9、该公司确认现任股东名单如下：

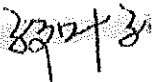
法人团体股东名称	实缴出资额	实缴出资时间
中国优通（香港）有限公司	500 万美元	2015-03-13

5/1

10、本法人可执行事项授权书由中国优迪（香港）有限公司盖章且郭叶子女士签字后即确认本授权书的真实有效性。



委托方：中国优迪（香港）有限公司（盖章）

受托方：郭叶子女士（签字） 

签发日期：2020年08月21日

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# 中国优通（香港）有限公司

香港湾仔港湾道23号鹰君中心24楼2404室

电话：3460-3561

## 支付令

优通未来空间（北京）科技发展有限公司 郭叶子女士：

谨此通知，

于2020年8月31日前安排从优通未来空间（北京）科技发展有限公司中信银行账号  
88110701012401965401 转账人民币 16,000,000 元整至以下银行：

银行名称：上海银行长宁支行

银行地址：上海市长宁区古北路666号

账户名称：河北昌通通信工程有限公司

账号：03002919558

中国优通（香港）有限公司



二零二零年八月二十八日

抄送：劉文秀

58

< 叶子

...

8月28日 下午16:22



我通过了你的朋友验证请求，现在我们可以开始聊天了

支付令 - 2020.8.28.pdf  
145.9 KB



微信电脑版



?



您好



这个是?

叶总好，这是集团公司发过来的，需要麻烦您现在安排打一下款，谢谢



好的 我问一下

8月28日 下午16:35

好的，谢谢



< 叶子

...

8月28日 下午16:35

好的，谢谢



现在麻烦您安排打款吧，等优通未来空间人员到位再补付款流程手续吧，谢谢！



嗯

8月28日 下午16:48

谢谢，打完款您把回单发我一下，我通知对方查收



8月28日 下午17:36

叶总，款打完了吗？



8月28日 下午17:42



我刚才上台讲课了



款的事情要找孙总，钱在孙总那里



我现在跟孙总和你沟通





< 叶子

...



8月28日 下午16:48

谢谢，打完款您把回单发我一下，我通知对方查收



8月28日 下午17:36

叶总，款打完了吗？



8月28日 下午17:42



我刚才上台讲课了



款的事情要找孙总，钱在孙总那里



我现在让孙总和您沟通

好的，谢谢



这事现在得让孙啸孙总办，账户还在他手里没移交呢

好的，明白，谢谢您



< 01优通未来空间北京公司合同评审(4)

"叶子"修改群名为"01未来空间合同评审"

8月28日 下午17:45

支付令 - 2020.8.28.pdf  
145.9 KB



微信电脑版

@孙啸 孙总好，刚郭叶子郭总说打款的事需要与您沟通



@孙啸 您现在安排打一下款吧，谢谢！



孙啸

发股票的时间确定了吗？

这事我不知道，我是接集团指令通知您打款的，谢谢！



8月28日 晚上18:02



孙啸

稍等一下我来安排



82

< 01优通未来空间北京公司合同评审(4) ...



稍等一下我来安排

好的，谢谢



8月28日 晚上19:13

@孙啸 孙总，是否已打款，您把银行回单发我一下，我通知对方查询，谢谢



8月29日 上午08:02



孙啸

没打，还没到打款时间。

8月29日 上午08:14



孙啸

资金使用申请书.docx  
9.7 KB



8月30日 下午15:10

“叶子🐱”修改群名为“01优通未来空间北京公司合同评审”





会议详情



叶子预定的会议

15:45

2020年09月13日

1小时

待开始

16:45

2020年09月13日

会议号

241 454 460

会议密码

123456

电话入会

+8675536550000 (中国大陆)

+85230018898 (中国香港)

请选择您所在地区的电话入会

文档

已有1个文档

会议人数上限

300人

进入会议



# 中国优通香港股东沟通群(6)



2020年9月13日 下午 3:38



叶子🐱

15:45  
16:45

15:45  
16:45

15:45  
16:45

15:45  
16:45



叶子🐱

密码123456



叶子🐱

15:45 开始



赵峰

收到



刘学忠

收到了

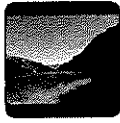
2020年9月13日 下午 4:06

找到老姜了 @Zt





# 中国优通管理层沟通群(6)



刘学忠

## 收到了

2020年9月13日 下午 4:06

找到老姜了 @Zt



2020年9月13日 下午 4:33



姜长青

消息 13:44 01:01:10  
< 补填 ...

钱怎么出去的我可以怎么回来，这个你不必担心。为今之事把脸蛋发了，我把约定的钱打给上市公司账户，剩下的账要在审计之前走程序平掉。晚了就来不及。

👤 @Zt



姜长青

消息 13:44 01:01:10  
< 补填 ...

13:44 📎

老邓的业务这两天我会装进去，他装业绩的税收成本我帮他解决。已经这样啦，我要给上市公司有个交待的

👤 @Zt

2020年9月17日 上午 7:19



Q18: 上市公司向孫嘯郭叶子发出的两份通知，暂停职务及返还资金

# 中国优通（香港）有限公司

香港湾仔港湾道 23 号鹰君中心 24 楼 2404 室

电话：3460-3561

优通未来空间（北京）科技发展有限公司郭叶子女士：

谨此通知：

- 1、 经过公司股东中国优通（香港）有限公司（简称“香港优通”）股东会讨论并一致通过决议，因应配合集团内控风险管理，自二零二零年九月十五日起暂停郭叶子女士（中国身份证号码：430722198210075063）于优通未来空间（北京）科技发展有限公司（简称“优通未来空间”）担任的所有职务；包括执行董事、公司法定代表人及总经理。
- 2、 香港优通现委托集团执行董事赵峰先生取回由郭叶子女士保管、孙啸先生监管的优通未来空间所有的印章和证照。

收悉。本人担任优通未来空间  
 执行董事、法定代表人等是根据  
 优通未来空间股东会决议及各方签署的协议  
 合法担任的职务，不代表  
 贵司承认其效力。特此告知。



中国优通（香港）有限公司  
 二零二零年九月十五日



## 中国优通（香港）有限公司

香港湾仔港湾道 23 号鹰冠中心 24 楼 2404 室

电话：3460-3561

优通未来空间（北京）科技发展有限公司 郭叶子女士

及

新疆博润投资控股有限公司代表 孙啸先生：

现知悉郭叶子女士于担任优通未来空间（北京）科技发展有限公司（简称“优通未来空间”）执行董事、公司法定代表人及总经理、孙啸先生在担任新疆博润投资控股有限公司代表期间未经过公司股东中国优通（香港）有限公司（简称“香港优通”）审议和批准却用了存于中信银行北京中粮广场，账号：8110701012401965401，由新疆博润投资控股有限公司（简称“新疆博润”）认购中国优通未来空间产业集团控股有限公司（简称“上市公司”）417,269,077 股认购股份之款项总额为人民币 116,819,068.67 元。

经过香港优通股东会讨论并一致通过决议，现谨此通知：

- 1、郭叶子女士（中国身份证号码：430722198210075063）、孙啸先生（中国身份证号码：372928196712033918）立即将人民币 116,819,068.67 元归还于优通未来空间开户行中信银行北京中粮广场，账号：8110701012401965401，否则依照中国大陆相关法律法规追究责任。
- 2、上市公司自二零二零年九月十五日起委托执行董事赵峰先生共管开户行中信银行北京中粮广场，账号：8110701012401965401 之账户，郭叶子女士不得有任何异议。
- 3、未经优通未来空间公司股东会书面批准签署确认所签署的任何文件、文书均由郭叶子女士承担全部法律责任。



4. 孙尉先生必须承担任何超越担任新疆博润代表可执行事项之范围或违反优通未来空间法律合规性而所涉及的一切后果。

中国优通（香港）有限公司

二零二零年九月十五日

收悉，但对本函内容不予认可并表达异议。  
本人以博润代表身份为交易安全开立本交易账户  
博润交易账户经境外管理，在交易结束完成交割后  
负责关闭该账户。  
本人对该账户的管理和使用结果承担法律责任

孙尉 20/9

孙尉

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 6**

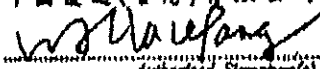


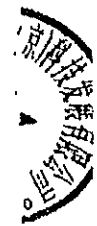
95

32

此页无正文

中國優通（香港）有限公司蓋章

For and on behalf of  
 China U-Ton (Hong Kong) Limited  
 中國優通(香港)有限公司  
  
 .....  
 Authorized Signatory(s)



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**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 7**

## 中信银行开立单位银行结算账户申请书

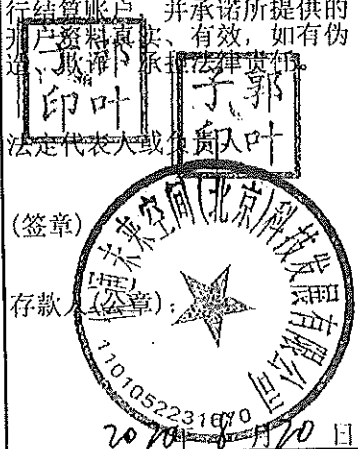

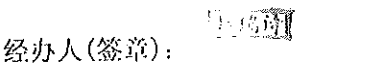
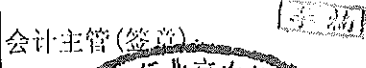
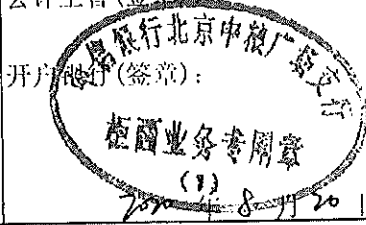
存款人名称	优通未来空间(北京)科技发展有限公司	电 话	13522111387
地 址	北京市通州区丁家务乡聚富苑工业园区聚和一街(北京海迅高科机械科技有限公司)6号1层6029	邮 编	100000
存款人类别	企业法人	组织机构代码	06494174X
法定代表人(√)/ 单位负责人( )	姓 名	郭叶子	证件种类
	证件号码	430722198210075063	居民身份证
行业分类	A( ) B( ) C( ) D( ) E( ) F( ) G( ) H( ) I( ) J( ) K( ) L( ) M(√) N( ) O( ) P( ) Q( ) R( ) S( ) T( )		
注册资金	美元5000000.00	地区代码	100000
经营范围	技术推广、技术咨询等		
证明文件种类	营业执照	证明文件编号	9111010806494174XF
税务登记证(国税或地税)编号	9111010806494174XF		
关联企业	关联企业信息填列在“关联企业登记表”上。		
账户性质	基本( ) 一般(√) 专用( ) 临时( )		
资金性质		有效期至	年 月 日

第三联 开户单位留存

**以下为存款人上级法人或主管单位信息:**

上级法人或主管单位名称			
基本存款账户开户许可证核准号		组织机构代码	
法定代表人( )/单位负责人( )	姓 名	证件种类	
	证件号码		

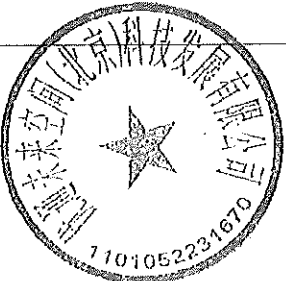
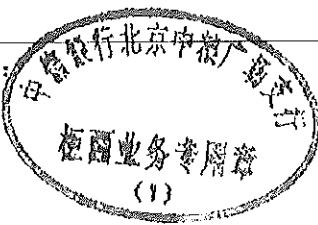
**以下栏目由开户银行审核后填写:**

开户银行名称	中信银行北京中粮广场支行	开户银行代码	302100011260
账户名称	优通未来空间(北京)科技发展有限公司	账号	3110701012401965401
基本存款账户开户许可证核准号	J1000126206303	开户日期	2010年8月20日
本存款人申请开立单位银行结算账户,并承诺所提供的开户资料真实、有效,如有伪造、欺瞒,依法承担法律责任。   法定代表人或负责人:  (签章)	开户银行审核意见: 同意存款人开立一般存款账户  经办人(签章):  会计主管(签章):  开户银行(签章):  柜面业务专用章 (1)	人民银行核准意见(除二类账户除外):  经办人(签章):  中国人民银行(签章):	
存款人(公章):			年 月 日

**填写说明:**

1. 申请开立临时存款账户,必须填列有效日期;申请开立专用存款账户,必须填列资金性质。
2. 该行业标准由银行在营业场所公告,“行业分类”中各字母代表的行业种类如下: A: 农、林、牧、渔业; B: 采矿业; C: 制造业; D: 电力、燃气及水的生产供应业; E: 建筑业; F: 交通运输、仓储和邮政业; G: 信息传输、计算机服务及软件业; H: 批发和零售业; I: 住宿和餐饮业; J: 金融业; K: 房地产业; L: 租赁和商务服务业; M: 科学研究、技术服务和地质勘查业; N: 水利、环境和公共设施管理业; O: 居民服务和其他服务业; P: 教育业; Q: 卫生、社会保障和社会福利业; R: 文化、教育和娱乐业; S: 公共管理和社会组织; T: 其他行业。
3. 带括号的选项填“√”

## 中信银行单位账户综合签约申请表

<b>客户名称：</b> 优通未来空间（北京）科技发展有限公司	<b>条形码：</b> SE202008201120549632
<b>是否开通网上银行：</b> <input checked="" type="checkbox"/> 是 <input type="checkbox"/> 否	
<b>网银业务类型：</b> <input checked="" type="checkbox"/> 新开 <input type="checkbox"/> 追加	<b>现有账户：</b>
<b>电子银行渠道：</b> <input checked="" type="checkbox"/> 企业网银 <input checked="" type="checkbox"/> 手机银行	<b>业务流程：</b> <input checked="" type="checkbox"/> 经办+审核 <input type="checkbox"/> 无需审核
<b>基本业务：</b>	
<input checked="" type="checkbox"/> 电子对账、电子回单箱	<input checked="" type="checkbox"/> 账户查询
<input checked="" type="checkbox"/> 支付转账	<input type="checkbox"/> 薪酬管理（代发工资）
<input checked="" type="checkbox"/> 理财产品	<input type="checkbox"/> 电子票据
<input type="checkbox"/> 单位结算卡	
<b>转账限额：</b>	
日累计转账限额（元）：	999999999999.00
年累计转账限额（元）：	999999999999.00
日累计转账笔数上限：	99999999999999
<b>是否开通动账通知：</b> 是	
入账通知金额（元）：	0.00
出账通知金额（元）：	0.00
动账通知手机号：	18513341370
<b>经办岗：</b> 是否设置为网银管理员： 否	
经办岗操作员姓名： 赵叶	用户名拼音： ZHAOYE
证件类型： 居民身份证	证件号码： 51130219930319254X
固话/移动电话： 18513341370	
<b>复核岗：</b> 是否设置为网银管理员： 是	
复核岗操作员姓名： 郭叶子	用户名拼音： GUOYEZI
证件类型： 居民身份证	证件号码： 430722198210075063
固话/移动电话： 13522111387	
<b>开通自助回单服务：</b> <input checked="" type="checkbox"/> 是 <input type="checkbox"/> 否	
<b>开通支付密码功能：</b> <input type="checkbox"/> 是 <input checked="" type="checkbox"/> 否	
<b>是否开通代发工资：</b> <input type="checkbox"/> 是 <input checked="" type="checkbox"/> 否	
<p>声明：本公司授权以上网银管理员在中信银行提供的管理功能范围内对企业网银的账户信息、操作员信息、产品信息、业务流程信息进行新增、修改、注销、查询等操作。我单位承诺管理员在上述授权范围及授权有效期内的全部行为，均为我单位的授权行为，由我单位承担由此产生的一切后果。由于我单位授权不明引起的一切风险和损失，由我单位自行承担。</p>	
<b>经办人信息：</b>	
姓名： 赵叶	证件号码： 51130219930319254X
证件签发日期： 2013-02-18	证件失效日期： 2023-02-18
移动电话： 18513341370	单位本次在我行签约了公司网银回单卡服务。
<b>银行打印栏：</b>	
<b>单位公章：</b>	<b>银行印章：</b>
	

第二联 客户留存



# 业务凭证/客户回单

机构号：711261

交易日期：2020-08-20 15:06:42

ABCS20200820CQ100408710102N

交易名称：920003-单位账户综合开户签约

客户号：001700968587

客户名称：优通未来空间（北京）科技发展有限公司是否电子证件照：否

组织机构代码/统一社会信用代码：9111010806494174XF

发证日期：20200610

证件截止日期：20430324

国民经济部门：公司

客户细类：

存款人类别：企业法人

特殊类型：不适用

户名：优通未来空间（北京）科技发展有限公司

账号：8110701012401965401

账户序号：000001

产品名称：单位人民币结算账户存款

币种：人民币

结算账户性质：一般账户

核准备案标识：备案类

可支付生效日：20200820

支付方式：凭印章

计息标识：是

共用印章标识：否

印章卡编号：10144264

经办人姓名：赵叶

经办人证件类型：居民身份证

钞汇标识：

账户专门用途：

利率标识：

经办人证件号码：51130219930319254X

核心流水号：030590316127

授权：

经办：赵瑞诗





中信银行  
CHINA CITIC BANK

# 业务凭证/客户回单

机构号：711261                      交易日期：2020-08-20 15:09:00                      ABCS20200820C0100408710102N

交易名称：920003-单位账户综合开户签约

申请服务种类：开通公司电子银行                      申请单号：SE202008201120549532

单位名称：优通未来空间（北京）科技发展有限公司

操作员名称：赵叶                      操作员代码：ZHAOYE4XF                      手机号码：18513341370

证件类型：居民身份证                      证件号码：51130219930319254X

USBKEY收费项目：对公二代蓝牙USBKEY                      USBKEY编号：9555878000352281

操作员名称：郭叶子                      操作员代码：GUOYEZ14XF                      手机号码：13522111387

证件类型：居民身份证                      证件号码：430722198210075063

USBKEY收费项目：对公二代蓝牙USBKEY                      USBKEY编号：9555878000352294

**温馨提示：**

尊敬的客户：请您认真核对以上信息！建议您离开柜台前请再次确认USBKEY编号和实物一致，所有用户的短信密码已收到。



# 业务凭证/客户回单

机构号：711261                      交易日期：2020-08-20 15:08:34                      ABCS20200820C0100408710102N

交易名称：920003-单位账户综合开户签约

客户号：001700968587                      客户账号：8110701012401965401

账户名称：优通未来空间（北京）科技发展有限公司

### 签约信息

1公司网银：      签约账号：8110701012401965401

---

2回单卡：      签约方式：0-客户号  
                    回单卡号：3900BBC936

---

3密码器：      未做签约！

---

4电子对账：      未做签约！

---

5代发工资：      未做签约！

---

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 8**

附件六

## 付款委托书

北京聚邦久久投资管理有限公司：

兹因投资业务需要，特此委托贵单位代理我新疆博润投资控股有限公司向中国优通未来空间产业集团控股有限公司（06168.hk）的全资子公司“优通未来空间（北京）科技发展有限公司”设在：

中信银行北京中粮广场支行

账户：8110701012401965401

汇入投资款（股票认购款）¥：116,819,068.67 元

（人民币大写：壹亿壹仟陆佰捌拾壹万玖仟零陆拾捌元陆角柒分）

委托期限：自 2020 年 8 月 15 日起至 8 月 21 日止

特此委托，请以汇付为盼！

委托人：新疆博润投资控股有限公司

法定代表人：

签发日期：2020 年 8 月 15 日

兹收到汇款请求，并已按照前述指示安排于 2020 年 8 月 21 日汇款

被委托方：北京聚邦久久投资管理有限公司

法定代表人：

签发日期：2020 年 8 月 15 日

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 9**

## 控告书

控告人：

优通未来空间（北京）科技发展有限公司，统一社会信用代码：  
9111010806494174XF

住所地：北京市通州区于家务乡聚富苑工业园区聚和一街(北京海迅高科机  
械科技有限公司)6号1层6029

法定代表人：王保涛

联系电话：18883303780

被控告人：

姓名：郭叶子，性别：女，民族：汉，1982年10月7日出生，住址：湖南  
省汉寿县朱家铺镇马家村枫树组5号

联系电话：13522111387

控告请求：

请求贵局依照《中华人民共和国刑法》、《中华人民共和国刑事诉讼法》  
的相关规定，依法对被控告人涉嫌挪用资金罪予以立案侦查，追究其刑事  
责任。

事实和理由：

《中华人民共和国刑法》第272条规定：公司、企业或者其他单位的工  
作人员，利用职务上的便利，挪用本单位资金归个人使用或者借贷给他人，  
数额较大、超过三个月未还的，或者虽未超过三个月，但数额较大、进行营  
利活动的，或者进行非法活动的，处三年以下有期徒刑或者拘役；挪用本单  
位资金数额巨大的，或者数额较大不退还的，处三年以上十年以下有期徒刑。



被控人行为已涉嫌构成该条款规定的挪用资金罪，且已达到立案标准。

具体理由如下：

### 一、有关事实经过

被控人郭叶子在 2020 年 6 月至 2020 年 11 月间担任控人优通未来空间（北京）科技发展有限公司的法定代表人、执行董事兼总经理。

2020 年 8 月 21 日，被控人将控人的资金合计人民币 116,819,068.67 元（大写：人民币壹亿壹仟陆佰捌拾壹万玖仟零陆拾捌元陆角柒分）分三笔转给北京信安恒成商贸有限公司，金额分别为人民币 55,000,000 元、55,000,000 元和人民币 6,819,068.67 元。但控人与北京信安恒成商贸有限公司并无任何交易往来，上述转款行为系被控人在既未经控人股东会决议，也未按照《法人可执行事项授权书》规定报请有权人员批准的情况下，利用职务便利，擅自挪用控人资金。

2020 年 9 月 15 日，控人的股东中国优通（香港）有限公司向被控人发出通知，要求其归还上述款项。

2021 年 1 月 29 日，控人委托北京市银奥律师事务所向被控人发送律师函，要求被控人返还款项。

但截至本起诉书提出之日，被控人仍未归还该笔款项。

### 二、有关法律意见

根据《中华人民共和国刑法》第 272 条规定：公司、企业或者其他单位的工作人员，利用职务上的便利，挪用本单位资金归个人使用或者借贷给他人，数额较大、超过三个月未还的，或者虽未超过三个月，但数额较大、进行营利活动的，或者进行非法活动的，处三年以下有期徒刑或者拘役；挪用本单位资金数额巨大的，或者数额较大不退还的，处三年以上十年以下有期徒刑。

根据《最高人民法院、公安部关于公安机关管辖的刑事案件立案追诉标准的规定（二）》第 85 条的规定：公司、企业或者其他单位的工作人员，利用职务上的便利，挪用本单位资金归个人使用或者借贷给他人，涉嫌下列

周林



05223

情形之一的，应予立案追诉：(一)挪用本单位资金数额在一万元至三万元以上，超过三个月未还的。

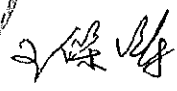
被控告人的行为，已经达到立案追诉标准。

根据上述法律规定，结合本案事实及证据足以认定，被控告人的行为已经涉嫌挪用资金罪。为进一步查清被控告人的全部犯罪事实，打击犯罪，维护控告人的合法权益，控告人恳请贵局依法对本案予以立案侦查，依法追究被控告人的刑事责任。

此致

北京市通州区公安局

控告人（盖章）：优通未来空间（北京）科技发展有限公司

法定代表人（签名）：

2021年4月8日





刑事诉讼格式文书四

律师事务所 函  
(担任诉讼代理人适用)

[2021] 第 06 号

北京市通州区法院：

根据《中华人民共和国刑事诉讼法》第四十六条、第二百九十九条、第三百零四条及《中华人民共和国律师法》第二十八条之规定，本所接受 伏通未来空间(北京)科技发展有限公司 的委托，指派 王雪梅 律师担任 郭叶叶 涉嫌 案伏通未来空间(北京)科技发展有限公司 的诉讼代理人。

特此函告。

(律师事务所章)

2021年4月8日

附：

1. 委托书一份
2. 诉讼代理人身份信息

姓名：王雪梅  
电话：18500037359

执业证号：1101201811026112

通信地址：北京市丰台区开阳里三街二区

开阳中医院4层 北京市锦奥律师事务所

注：本函用于律师担任诉讼代理人时，向公安机关、人民检察院、人民法院提交。

刑事诉讼格式文书四

律师事务所 函

(担任诉讼代理人适用)

[2021] 第 07 号

北京市通州区公安局:

根据《中华人民共和国刑事诉讼法》第四十六条、第二百九十九条、第三百零四条及《中华人民共和国律师法》第二十八条之规定,本所接受 伏通未来空间(北京)科技发展有限公司 的委托,指派 李巧群 律师担任 李巧群 辩护人 案伏通未来空间(北京)科技发展有限公司 诉讼代理人。

特此函告。

(律师事务所章)

2021 年 4 月 8 日

附:

1. 委托书一份
2. 诉讼代理人身份信息

姓名: 李巧群

执业证号: 1110120201192254

电话: 18883603780

通信地址: 北京市丰台区开明里三街二号

开明中医医院 4 层  
北京市银奥律师事务所

注: 本函用于律师担任诉讼代理人时, 向公安机关、人民检察院、人民法院提交。

# 授 权 委 托 书

委托人优通未来空间（北京）科技发展有限公司（统一社会信用代码：9111010806494174XF）根据法律的规定，特聘请北京市银奥律师事务所 杨静、杨静 律师为郭叶子涉嫌挪用资金犯罪案的诉讼代理人。

受委托人：杨静 律师，联系方式：18813303780

受委托人：杨静 律师，联系方式：18500032859

委托律师代理权限：特别授权代理

权限范围：代为刑事控告立案、撤回刑事控告；代为参与庭审；代为提起民事诉讼、调查收集证据、签收法律文书、查询档案、代为调解、和解，代为承认、变更、放弃诉讼请求，代为申请证据和财产保全、代为提出撤诉、上诉、提起反诉等。

委托人（盖章）：优通未来空间（北京）科技发展有限公司

法定代表人（签字）：王保峰

2021年4月8日

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 10**

## 刑事立案监督申请书

申请人：优通未来空间（北京）科技发展有限公司

统一社会信用代码：9111010806494174XF

住所地：北京市通州区于家务乡聚富苑工业园区聚和一街(北京海迅高科机械科技有限公司)6号1层6029

法定代表人：王保涛

联系电话：18500037959、18883303780

被申请人：北京市公安局通州分局

监督诉求：请求贵院依法行使监督权，责令被申请人对申请人所控告的郭叶子、孙啸等涉嫌挪用资金罪、合同诈骗罪一案立案侦查。

事实和理由：

申请人于2022年1月11日向被申请人提交郭叶子、孙啸等涉嫌挪用资金罪、合同诈骗罪的报案材料。2022年3月9日，被申请人作出京公通不立字[2022]50069号《不予立案通知书》。申请人认为被申请人不予立案查处控告材料中被控告人涉嫌挪用资金、合同诈骗的行为是错误的，不符合法律规定。申请人对此不服，特请贵院依法申请立案监督。

案件经过如下：

郭叶子在2020年6月至2020年11月间担任申请人优通未来空间（北京）科技发展有限公司的法定代表人、执行董事兼总经理。孙啸在此期间作为新疆博润投资控股有限公司（简称“新疆博润”）的代表。

2020年4月23日，中国优通未来空间产业集团控股有限公司（简称“香港上市公司”）与新疆博润签署《中国优通控股有限公司（作为本公司）和新疆博润投资控股有限公司（作为认购人）认购协议》，约定新疆博润以港元129,353,413.87元的总认购价认购优通控股新发行股份417,269,077股，每股股份认购价为0.31港元。



2020年8月15日，新疆博润委托北京聚邦久久投资管理有限公司（简称“聚邦久久”）代其向申请人设在中信银行北京中粮广场支行的账户汇入投资款，金额为人民币116,819,068.67元。

2020年8月21日，申请人收到聚邦久久汇入的投资款共计人民币116,819,068.67元。同日，双方完成交割，香港上市公司于同日向新疆博润发行股票417,269,077股并公告。

2020年9月12日，申请人发现上述股票认购款116,819,068.67元被郭叶子和孙啸于2020年8月21日全部转给北京信安恒成商贸有限公司（简称“信安恒成”）。

郭叶子于担任申请人执行董事、法定代表人及总经理、孙啸在担任新疆博润代表期间，在明知上述款项为新疆博润认购香港上市公司417,269,077股认购股份之款项的情况下，未经申请人股东中国优通（香港）有限公司（简称“香港优通”）审议和批准，擅自挪用了上述款项，总额为人民币116,819,068.67元。

2020年9月15日，申请人的股东香港优通向郭叶子和孙啸发出通知，要求其归还上述款项。

2021年1月29日，申请人委托律师事务所向郭叶子发送律师函，要求郭叶子返还款项。

2021年2月27日，郭叶子回函称其是接到聚邦久久的通知函，对方称打错了，要求将款项退回至信安恒成。但在2020年9月15日申请人的股东香港优通向其发出要求其归还上述款项、暂停其相关职务的函件时，郭叶子并未向公司告知曾经收到过此函件。2020年11月3日，在郭叶子退出公北京优通并进行各种文件交接时，其也未交接过此函件。

截至目前，郭叶子和孙啸仍未归还该笔款项，且数额特别巨大。

另，2022年1月11日，经申请人查证发现在两被控告人将上述款项于2020年8月21日9:31擅自全部转出之后仍于2020年8月21日11:06向香港上市公司出具新疆博润已经注资的银行交易流水（客户回



单)，要求香港上市公司向新疆博润派发股票。申请人认为两被控告人上述行为涉嫌构成合同诈骗罪。

申请人认为郭叶子和孙啸上述行为已经涉嫌触犯《中华人民共和国刑法》第 272 条挪用资金罪和第 224 条合同诈骗罪，已经达到《最高人民法院 公安部关于公安机关管辖的刑事案件立案追诉标准的规定（二）》第 69 条和第 77 条规定的立案追诉标准，且已经达到数额特别巨大的标准。

申请人认为郭叶子、孙啸等上述违法犯罪事实清晰确凿，触犯法律，严重损害申请人的合法权益，依法应追究其刑事责任。但被申请人以没有犯罪事实为由不予以立案，不符合相应的法律规定。

综上所述，申请人认为被申请人对严重刑事犯罪案件应当立案侦查而不立案侦查，所以现向贵院提出立案监督申请，恳请贵院进行审查，依法监督被申请人立案侦查，维护申请人的合法权益。

此致

北京市通州区人民检察院

申请人：优通未来空间（北京）科技发展有限公司

法定代表人：



2022 年 6 月 24 日

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 11**



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# 优通未来空间（北京）科技发展有限公司

## 关于印章临时管理办法的通知

公司各部门：

自 2020 年 4 月 13 日至印章移交优通未来空间（北京）科技发展有限公司董事会前，优通未来空间（北京）科技发展有限公司所有印章由郭叶子女士负责保管，经股东中国优通（香港）有限公司授权后使用，由孙啸先生监督。

公司各类印章实行用印审批登记制度，由公司统一印制《印章签批单》和《用印登记簿》。

《印章签批单》内容包括：用印单位或部门、用印内容、用印名称、经办人、用印单位或部门负责人审批意见、印章管理部门负责人审阅意见、分管领导、总经理、股东方签批意见、印章专管员签字。

《用印登记簿》内容包括：用印日期、用印内容、用印类别、印章专管员签字、用印部门经办人签字。

优通未来空间（北京）科技发展有限公司

日期：2020年4月13日



### 印章管理人回执

印章保管人承诺在接收优通未来空间（北京）科技发展有限公司印章至移交优通未来空间（北京）科技发展有限公司董事会前，遵守以上印章临时管理办法。

印章保管人（签署）：郭叶子

日期：2020年4月13日

### 印章监督人回执

印章监督人承诺在优通未来空间（北京）科技发展有限公司印章至移交优通未来空间（北京）科技发展有限公司董事会前，遵守以上印章临时管理办法。

印章监督人（签署）：孙啸

日期：2020年4月13日

**Strictly Private & Confidential**

**Report on issues in relation to  
China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 12**

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## 法人可执行事项授权书

- 1、经过公司股东中国优通（香港）有限公司（简称“香港优通”或“委托方”）股东会讨论并一致通过决议：同意委任郭叶子女士（“受托方”）（中国身份证号码：430722198210075063）担任优通未来空间（北京）科技发展有限公司（简称“优通未来空间”）的执行董事，且执行董事为公司法定代表人，并推荐为该公司总经理。
- 2、根据中国大陆相关法律法规及中国香港有关境外投资的法规条款的规定，结合公司内控合规管理的基本要求，特此对郭叶子女士担任优通未来空间执行董事兼总经理期间的可执行事项之范围予以明确。
- 3、有关作为优通未来空间授权代表之授权范围如下：
  - 3.1. 办理有关经公司股东会决议批准的工商变更、银行变更及新开立账户、税务登记申报及变更；
  - 3.2. 严格遵守国家法律法规及最终于香港上市之控股公司中国优通未来空间产业集团控股有限公司（简称“中国优通”）内控管理制度及宣传守则；
  - 3.3. 制订公司的运营计划，负责公司的日常运营管理；
  - 3.4. 负责完成向股东承诺的经营业绩和财务计划，并接受股东的监督和发展建议；及
  - 3.5. 对股东负责，执行股东会决定，并及时召开股东会会议，向股东作报告。

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郭叶子

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4、有关优通未来空间之财务管理及对外合同签署之授权范围如下：

4.1 合同签署：经公司法务审核通过的标准制式合同，每月单笔合同金额在 50 万人民币及以上或每年度针对单一客户累计合同金额在 100 万人民币及以上的合作，需中国优通审核批准后方可盖章及签署；

4.2 印章使用：遵循公司用印流程。公章和财务章需根据中国优通董事长姜长青批核的印章使用表盖章；

4.3 资金发放：由中国优通委派财务总监刘文秀把关，所有网银或签发支票都需由她批核（其中一位批核者）；每月针对单一客户单笔或累计对外支付在 50 万元及以上的需要集团备案，针对单一客户单笔或累计对外支付在 100 万元及以上的需要中国优通审核批准；

4.4 资金预算表：需提供每月及每年的预算表，真实与预算对比表及由中国优通批核；

4.5 对外担保：未经中国优通董事会审议和批准，不得对任何人和任何主体提供对外担保；

4.6 资金筹集：任何对外筹集资金（含银行借贷）的事宜按规定程序报请股东公司批准，对外借款 100 万人民币及以上的需提请中国优通董事会审议和批准；

4.7 对外投资：未经中国优通董事会审议和批准，不得进行任何对外投资，含新设子公司、新设分公司及新参与合资公司或联合体组建等事项。

张叶子

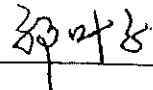
44

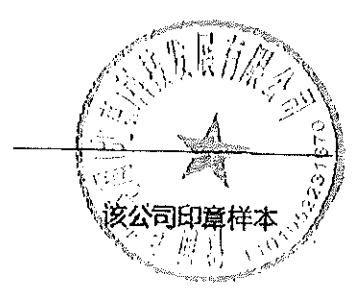
5、超出授权范围事项或在授权范围内股东并不知情且给股东带来潜在或有责任或现实义务的事项，即使相关文件已经加盖优通未来空间公司印章，郭叶子女士超越授权范围任何行事，均不代表股东香港优通，香港优通不对超越授权范围的任何行为承担任何责任。

6、郭叶子女士承诺及保证：遵守相关法律法规及《公司章程》约定，忠于职守，勤勉尽责，重大事项服从委托方的统一安排和调度，不得有任何超越授权范围的行事；在授权有效期内，未经委托方许可，不得以委托方名义签署任何合作或意向协议；执行中一切违法违规行为的后果，均由受托方自行独立负责，委托方不承担任何责任。

7、委托期限：自出具本授权书之日起，至郭叶子女士终止担任优通未来空间法人之日止，期间双方可一致协商签署其他文件以终止本授权。

8、授权代表郭叶子的签字式样及该公司印章样本如下：

  
授权代表郭叶子签字字样



9、该公司确认现任股东名单如下：

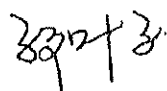
法人团体股东名称	实缴出资额	实缴出资时间
中国优通（香港）有限公司	500 万美元	2015-03-13

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10、本法人可执行事项授权书由中国优通（香港）有限公司盖章且郭叶子女士签字后即确认本授权书的真实有效性。



委托方：中国优通（香港）有限公司（盖章）

受托方：郭叶子女士（签署） 

签发日期：2020年08月21日

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 13**



中信银行  
CHINA CITIC BANK

账单  
A/C. Statement

科目: 21101

Subject

户名: 优通未来空间(北京)科技发展有限公司

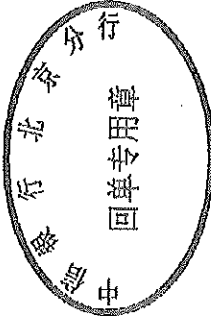
Name

账号: 8110701012401965401

A/CNo.

币种: 人民币

Currency



页数: 1

Page

交易日期 TransDate	核心流水号 C. T. No	凭证种类 CertificateType	凭证号码 CredenceNo	摘要信息 Particulars	对方户名 Counterparty	借方金额 Debit	贷方金额 Credit	余额 Balance
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20200820	SC400353922294		0	跨行转入	北京信安恒成商贸有限公司		50000.00	50000.00
20200820	SC280353935227		0		北京聚邦久久投资管理有限公司	50000.00		0.00
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20200821	SC520355124609		0	二代支付	北京聚邦久久投资管理有限公司		110000000.00	116819068.67
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20200821	SC400355147781	其他重要空白凭证	999999999999	二代支付	北京信安恒成商贸有限公司	550000000.00		6819068.67
20200821	SC520355147891	其他重要空白凭证	999999999999	二代支付	北京信安恒成商贸有限公司	6819068.67		0.00
20200831	SE010019136913		0	二代支付	郭叶子		50000.00	50000.00





中信银行  
CHINA CITIC BANK

账户交易明细  
Transaction details

户名: 优通未来空间(北京)科技发展有限公司  
Account name: 优通未来空间(北京)科技发展有限公司  
查询金额区间: -  
Amount period:

账号/卡号: 8110701012401965401  
Account number: 8110701012401965401  
收支类型: 全部  
Income/Type: 全部

时间段: 20200801  
Inquiry period: 20200801

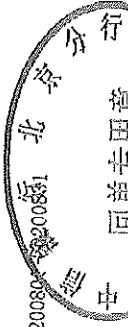
币种: 人民币  
Currency: 人民币

交易日期 Transaction date	账户序号 Account No.	交易摘要 Description	收入金额 Amount received	支出金额 Amount paid	账户余额 Account balance	对方户名 Recipient	对方账号 Recipient account	对方银行 Resident bank	交易流水号 Transaction no.
2020-08-20	000001	二代支付	50000.00	50000.00	50000.00	北京聚邦久久投资管理有限公 司	11050173720000000577	中国建设银行股份有限公 司北京环贸支行	SC190353131265
2020-08-20	000001			50000.00	0.00	北京信安恒成商贸有限公 司	91200078801100000868	上海浦东发展银行	SC2503553167569
2020-08-20	000001	跨行转入	50000.00		50000.00	北京信安恒成商贸有限公 司	91200078801100000868	上海浦东发展银行	SC10035392294
2020-08-20	000001	二代支付	6819068.67	50000.00	0.00	北京聚邦久久投资管理有限公 司	11050173720000000577	中国建设银行股份有限公 司	SC2803553935227
2020-08-21	000001	二代支付	11000000.00		6819068.67	北京聚邦久久投资管理有限公 司	11050173720000000577	中国建设银行股份有限公 司北京环贸支行	SC010355111391
2020-08-21	000001	二代支付		55000000.00	61819068.67	北京信安恒成商贸有限公 司	91200078801100000868	上海浦东发展银行北京电子 城支行	SC520355147732
2020-08-21	000001	二代支付		55000000.00	6819068.67	北京信安恒成商贸有限公 司	91200078801100000868	上海浦东发展银行北京电子 城支行	SC400355147781
2020-08-21	000001	二代支付		6819068.67	0.00	北京信安恒成商贸有限公 司	91200078801100000868	上海浦东发展银行北京电子 城支行	SC520355147891
2020 08 31	000001	二代支付	50000.00		50000.00	鄂叶子	6217991000021118869	中国邮政储蓄银行总行	SE010019136913

设备编号: 01011001126106

第1页/共1页

打印时间: 2020年11月06日 14:31:05






# 客户回单

业务类型：二代支付

交易日期：20200820

付款人	名称	北京聚邦久久投资管理有限公司	收款人	名称	优通未来空间（北京）科技发展有限公司
	账号	11050173720000000577		账号	8110701012401965401
	开户行名	中国建设银行股份有限公司北京环贸支行		开户行名	中信银行北京中粮广场支行
	开户行号	105100024046		开户行号	711261
币种及金额：		人民币伍万元整RMB50,000.00			
其他信息	摘要或附言：往来款				
					

核心流水号：SC190353131265


页数：1/1



# 客户回单

业务类型：

交易日期：20200820

付款人	名称	优通未来空间（北京）科技发展有限公司	收款人	名称	北京信安恒成商贸有限公司
	账号	8110701012401965401		账号	91200078801100000868
	开户行名	中信银行北京中粮广场支行		开户行名	上海浦东发展银行
	开户行号	711261		开户行号	310290000013
币种及金额：		人民币伍万元整RMB50,000.00			
其他信息	摘要或附言：往来款				
					

核心流水号：SC250353167569

页数：1/1




中信银行  
CHINA CITIC BANK

### 客户回单

业务类型：跨行转入

交易日期：20200820

付款人	名称	北京信安恒成商贸有限公司	收款人	名称	优通未来空间（北京）科技发展有限公司
	账号	91200078801100000868		账号	8110701012401965401
	开户行名	上海浦东发展银行		开户行名	中信银行北京中粮广场支行
	开户行号	310290000013		开户行号	711261
币种及金额：		人民币伍万元整RMB50,000.00			
其他信息	摘要或附言：				
					

核心流水号：SC400353922294

页数：1/1




中信银行  
CHINA CITIC BANK

### 客户回单

业务类型：

交易日期：20200820

付款人	名称	优通未来空间（北京）科技发展有限公司	收款人	名称	北京聚邦久久投资管理有限公司
	账号	8110701012401965401		账号	11050173720000000577
	开户行名	中信银行北京中粮广场支行		开户行名	中国建设银行股份有限公司总行
	开户行号	711261		开户行号	105100000017
币种及金额：		人民币伍万元整RMB50,000.00			
其他信息	摘要或附言：往来款				
					

核心流水号：SC280353935227

页数：1/1




# 客户回单

业务类型：二代支付

交易日期：20200821

付款人	名称	北京聚邦久久投资管理有限公司	收款人	名称	优通未来空间（北京）科技发展有限公司
	账号	11050173720000000577		账号	8110701012401965401
	开户行名	中国建设银行股份有限公司北京环贸支行		开户行名	中信银行北京中粮广场支行
	开户行号	105100024046		开户行号	711261
币种及金额：		人民币陆佰捌拾壹万玖仟零陆拾捌元陆角柒分RMB6,819,068.67			
其他信息	摘要或附言：投资款 投资款				



中信银行北京分行  
回单专用章  
0940196271800319

核心流水号：SC010355111391

页数：1/1




# 客户回单

业务类型：二代支付

交易日期：20200821

付款人	名称	北京聚邦久久投资管理有限公司	收款人	名称	优通未来空间（北京）科技发展有限公司
	账号	11050173720000000577		账号	8110701012401965401
	开户行名	中国建设银行股份有限公司北京环贸支行		开户行名	中信银行北京中粮广场支行
	开户行号	105100024046		开户行号	711261
币种及金额：		人民币壹亿壹仟万元整RMB110,000,000.00			
其他信息	摘要或附言：投资款 投资款				



中信银行北京分行  
回单专用章  
202017238FF11AFF

核心流水号：SC520355124609

页数：1/1



中信银行  
CHINA CITIC BANK

### 客户回单

业务类型：二代支付

交易日期：20200821

付款人	名称	优通未来空间（北京）科技发展有限公司	收款人	名称	北京信安恒成商贸有限公司
	账号	8110701012401965401		账号	91200078801100000868
	开户行名	中信银行北京中粮广场支行		开户行名	上海浦东发展银行北京电子城支行
	开户行号	711261		开户行号	310100000190
币种及金额：		人民币伍仟伍佰万元整RMB55,000,000.00			
其他信息	摘要或附言：往来款				

核心流水号：SC520355147732

页数：1/1



中信银行  
CHINA CITIC BANK

### 客户回单

业务类型：二代支付

交易日期：20200821

付款人	名称	优通未来空间（北京）科技发展有限公司	收款人	名称	北京信安恒成商贸有限公司
	账号	8110701012401965401		账号	91200078801100000868
	开户行名	中信银行北京中粮广场支行		开户行名	上海浦东发展银行北京电子城支行
	开户行号	711261		开户行号	310100000190
币种及金额：		人民币伍仟伍佰万元整RMB55,000,000.00			
其他信息	摘要或附言：往来款				

核心流水号：SC400355147781

页数：1/1



中信银行  
CHINA CITIC BANK

### 客户回单

业务类型：二代支付

交易日期：20200821

付款人	名称	优通未来空间(北京)科技发展有限公司	收款人	名称	北京信安恒成商贸有限公司
	账号	8110701012401965401		账号	91200078801100000868
	开户行名	中信银行北京中粮广场支行		开户行名	上海浦东发展银行北京电子城支行
	开户行号	711261		开户行号	310100000190
币种及金额：		人民币陆佰捌拾壹万玖仟零陆拾捌元陆角柒分RMB6,819,068.67			
其他信息	摘要或附言：往来款				

核心流水号：SC520355147891

页数：1/1



中信银行  
CHINA CITIC BANK

### 客户回单

业务类型：二代支付

交易日期：20200831

付款人	名称	郭叶子	收款人	名称	优通未来空间(北京)科技发展有限公司
	账号	6217991000021118869		账号	8110701012401965401
	开户行名	中国邮政储蓄银行总行		开户行名	中信银行北京中粮广场支行
	开户行号	403100000004		开户行号	711261
币种及金额：		人民币伍万元整RMB50,000.00			
其他信息	摘要或附言：				

核心流水号：SE010019136913

页数：1/1





# 账户交易明细

Transaction details

户名: 优通未来空间(北京)科技发展有限公司  
Account name: 优通未来空间(北京)科技发展有限公司  
交易金额区间: -  
Amount period

账号/卡号: 8110701012401965401  
Account number: 8110701012401965401  
收支类型: 全部  
Income/Type: 全部

时间段: 20200901-20200930  
Time period: 20200901-20200930  
币种: 人民币  
Currency: 人民币



交易日期	交易摘要	收入金额	支出金额	账户余额	对方户名	对方银行	交易流水号
Transaction date	Description	Amount receivable	Amount paid	Account balance	Recipient	Recipient bank	Transaction no.
2020-09-21	批量结息入账	8.75		50008.75			BCAN0789332753







# 账户交易明细

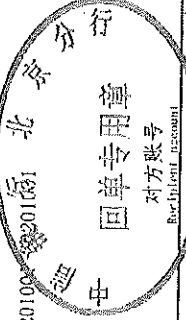
Transaction details

户名: 优通未来空间(北京)科技发展有限公司  
Account name: 优通未来空间(北京)科技发展有限公司  
Account No.: -  
查询金额区间: -  
Amount period:

账号/卡号: 8110701012401965401  
Account number:  
收支类型: 全部  
Income/Type:

时间段: 20201001  
Inquiry period:

币种: 人民币  
Currency:



交易日期	交易摘要	收入金额	支出金额	账户余额	对方户名	对方银行	交易流水号
Transaction date	Description	Amount receivable	Amount paid	Account balance	Recipient name	Recipient bank	Transaction No.
2020-10-07	跨行转入	50000.00		100008.75	郭叶子	中国邮政储蓄银行有限责任公司	SC070459750231

设备编号: 010111001126106

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打印时间: 2020年11月06日 14:33:18



### 存款利息单

交易日期: 20200921

户名	优通未来空间(北京)科技发展有限公司	开户行名	中信银行北京中粮广场支行
账号	8110701012401965401	收款行号	711261
币种及金额: 人民币捌元柒角伍分RMB8.75			
产品名称: 单位人民币结算账户存款			
结息账号: 8110701012401965401			
起息日	止息日	积数	利率
20200820	20200921	1050000	0.300%
			利息
			8.750



核心流水号: BC4110779457258

页数: 1/1



### 客户回单

业务类型: 跨行转入

交易日期: 20201007

付款人	名称	郭叶子	收款人	名称	优通未来空间(北京)科技发展有限公司
	账号	6217991000021118869		账号	8110701012401965401
	开户行名	中国邮政储蓄银行有限责任公司		开户行名	中信银行北京中粮广场支行
	开户行号	403100000004		开户行号	711261
币种及金额:		人民币伍万元整RMB50,000.00			
其他信息	摘要或附言:				



核心流水号: SC070459750231

页数: 1/1

**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 14**

## 商务函

北京银奥律师事务所：

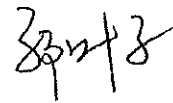
现就贵所律师所询本人担任优通未来空间（北京）科技发展有限公司执行董事兼总经理期间，于2020年8月21日向北京信安恒成商贸有限公司划转款项事宜，回复如下：

2020年8月21日，优通未来空间（北京）科技发展有限公司账户（账号8110 7010 1240 1965 401），收到与公司无任何业务往来的北京聚邦久久投资管理有限公司转账116819068.67元。随后，公司收到北京聚邦久久投资管理有限公司《通知函》，告知所收到款项为该公司财务人员误操作所致，并要求限期返还，否则承担法律责任。本人经向财务人员核对，确定该款项与公司无关，并且如拒不归还，可能构成不当得利，故为维护公司利益，于当日将全部款项返还至对方指定收款账户（户名：北京信安恒成商贸有限公司，账号：9120 0078 8011 0000 0868，开户行：上海浦东发展银行）。综上，本人行为完全符合法律规定，也符合本人职责要求，并不构成贵所律师所指行为，敬请贵所律师谨慎对待。

特此回复

致函人： 郭叶子

二零二一年 2 月 7 日



**Strictly Private & Confidential**

**Report on issues in relation to  
China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 15**

## 回函

北京银奥律师事务所：

我公司已于2022年7月4日接到贵所律师函，经我公司内部对相关部门、人员进行问询确定以下事实：

一、我公司并未授权孙啸代表我公司处理股份收购并委派孙啸和李娟代表我公司行使股东权利和对企业国有资产管理的权利等相关事宜。

二、《授权委托书》《战略合作备忘录》《认购协议》《新疆博润董事会决议》《认购股份申请付款委托书股东代表授权委托书》等一系列文件，我公司加盖的印章、时任法定代表人兼总经理杜勇江的签字、董事长段炳银的签字以及文件内容均系伪造。

三、对投资款合计人民币116,819,068.67元分三笔被转出至信安恒成一事，我公司毫不知情。

我公司从未授权任何人购买优通控股股票，也从未向优通控股行使过股东权利。我认为这是一起性质恶劣的刑事案件，我公司也是受害人之一，我公司将于2022年7月6日前向乌鲁木齐市米东区经侦大队报案。

新疆博润投资控股集团有限公司



**Strictly Private & Confidential**

**Report on issues in relation to**

**China U-Ton Future Space Industrial Group Holdings Ltd. (In Liquidation)**

**4 November 2022**

**Appendix 16**





## **FRANK RECOVERY**

**誠職法証及企業重整有限公司**

**Frank Forensic and Corporate Recovery Limited**

Unit 703, Capital Centre, 151 Gloucester Road, Hong Kong

香港灣仔告士打道151號資本中心703室

Tel 電話: (852) 2684 2366 Fax 傳真: (852) 2684 2323

**Frank Yuen**  
**Managing Director**

### **Education**

- BSc Accounting, Queen's University Belfast, UK
- LL.M, The Chinese University of Hong Kong

### **Professional Qualifications**

- Member of the Hong Kong Institute of Certified Public Accountants
- Certified Fraud Examiner, Texas, United States
- Registered Appointment Taker and Insolvency Practitioner of the Administrative Panel of Insolvency Practitioners for Court Winding-Up in Hong Kong
- Specialist Designation in Insolvency, SD (Insolvency) awarded by the Hong Kong Institute of Certified Public Accountants

### **Membership of professional committee**

- Member of the Restructuring and Insolvency Faculty Executive Committee ("RIF"), Hong Kong Institute of Certified Public Accountants (from 2010 to 2016 and from 2020 to 2021)
- RIF Technical Sub-Committee (2019 - )

### **Other appointment**

- Independent non-executive director of Global Sweeteners Holdings Limited (HKEX stock code: 03889) (Mar 2016 to Dec 2018)

### **Summary Profile**

Frank has over 23-year experience in bankruptcy, compulsory liquidations, voluntary liquidations, receiverships, debt restructuring and litigation support. He has been appointed in hundreds of insolvency assignments in Hong Kong such as provisional liquidator and liquidator in compulsory winding-up and voluntary liquidation, trustees in bankruptcy proceedings and nominee in Individual Voluntary Arrangement. He has also acted as liquidator of companies incorporated in various offshore jurisdictions, such as BVI, Cayman Islands, Solomon Islands and Bermuda.

He has also been appointed as expert witness for various forensic accounting and litigation support assignments including investigations into suspected fraud cases, irregularities or improprieties for the purpose of civil or criminal proceedings, together with valuations of companies and shareholdings and giving expert testimony in Market Misconduct Tribunal, District Court and High Court of Hong Kong and courts in foreign jurisdiction.

#### **Specific Case/Sector Expertise**

- ***Investigation and forensic accounting***

Frank has been appointed by a Taiwanese company previously listed on the Taiwan Stock Exchange, as an expert forensic accountant to perform asset tracing and investigation work which involved the tracing of missing funds resulting from a series of alleged fraudulent transactions over a time span of ten years. He was able to identify various transactions flowing through Hong Kong, Singapore, Thailand, Taiwan, the USA, BVI and Vanuatu. Frank also attended courts in other jurisdictions as an expert witness assisting in public prosecutions and various asset recovery legal actions overseas. As a single expert for the plaintiff, Frank's various expert accountant reports were submitted to the Hong Kong High Court as part of the plaintiff's evidences and he also gave oral evidences in the trial [HCCL16, 17 and 18/2009]. Frank's expert report was also adduced by the respondent as key evidence in the FAMV 5, 6, 7 & 8 of 2014 and the CFA accepted his view on certain financial and accounting issues raised by the applicant and thereby refused leave for appeal to the CFA. Frank's investigative work and findings have successfully assisted his client to recover assets of billion in Hong Kong.

Frank has been instructed as an accounting expert to provide professional comments on various reports prepared by an accounting expert instructed by the Securities and Futures Commission of Hong Kong ("SFC") supporting its winding-up petition against China Metal Recycling (Holdings) Limited, a listed company in Hong Kong (Stock Code 773), on the ground of alleged fraud whereby provisional liquidators have been appointed by the Hong Kong High Court. He has also been instructed on giving expert evidence in various legal actions commenced by the Provisional Liquidators against a controlling shareholder and director of the company.

Frank has been instructed by an Independent Committee of the Board of National United Resources Holdings Limited (Stock Code 254) to conduct an independent investigation on various transactions and acquisitions involving its subsidiaries.

Frank Recovery has been appointed by an Independent Committee of the Board of Tansh Global Food Group Co. Ltd (Stock Code 3666) to conduct an independent investigation on various transactions made by its certain subsidiaries.

Frank Recovery has been appointed by the Special Investigation Committee of the Board of China Oil Gangran Energy Group Holdings Ltd (Stock Code 8132) to undertake forensic investigation in relation to the deconsolidation of certain subsidiaries.

Frank Recovery has been appointed by the Independent Committee of the Board of Mayer Holdings Limited (Stock Code 1116) to undertake independent investigation into various alleged potential breach of fiduciary duties of its certain members of the Board.

- ***Liquidation***

Frank has been appointed as liquidator/provisional liquidators of over 100 public and private companies incorporated in Hong Kong, BVI, Cayman Islands, Bermuda and Solomon Islands. Recent appointments include Lamtex Holdings Limited (HKEX : 1041) (a Bermuda Company appointed by the High Court of Hong Kong), Guoan International Limited (HKEX : 143) (Joint Official Liquidator appointed by the Grand Court of the Cayman Islands) and Fresh Express Delivery Holdings Group Co., Ltd (HKEX:1175) (Joint Official Liquidator appointed by the Grand Court of the Cayman Islands).

- ***Trustee in bankruptcy/Nominees for IVA***

Frank has been appointed as trustee in bankruptcy or nominees for IVA in numerous occasions.

- ***Expert Witness on Matrimonial finance***

Frank has been instructed in numerous prominent matrimonial proceedings in Hong Kong to produce expert accountant reports and give expert testimonies in the District Court and High Court, Hong Kong. Frank has extensive experience in conducting assets tracing and investigating misappropriation of matrimonial assets.

- ***Administrator under Probate and Administration Ordinance, Cap 10***

Appointed by the Hong Kong High Court as administrator upon its removal of the former administrator on the application of certain beneficiaries of the estate of the deceased. The estate included assets in Hong Kong, Isle of Man and Singapore.

Appointed by the Hong Kong High Court as replacement Executor & Administrator upon the removal of the former administrator on the application of certain beneficiaries of the estate of the deceased who was a family member of the older brother of the late philanthropist in Hong Kong, Dr. Chan Shu Kui. The estate included assets in Hong Kong and Canada. [HCMP1043 of 2018]

- ***Trustee***

Frank has been appointed as sole trustee to a trust set up to holds, among others, forestry assets in mainland China purchased from a company formally listed on Toronto Stock Exchange. The total book value of the assets under the Trust is over US\$4 billion.

- ***Receivership***

Frank has been appointed as sole receiver over the substantial/controlling shareholdings in :

- New Western Group Limited (HKEX : 8242)
- China Art Financial Holdings Limited (HKEX : 1572)
- Zhongtian International Limited (HKEX : 2379)
- Great Wall Belt & Road Holdings Limited (HKEX : 524)

Frank has been in-charge of a receivership under which receivers were appointed by Hutchison Whampoa over a BVI subsidiary company of a listed company which indirectly owned a 5-star hotel, Harbour Plaza Kunming.

Advising a share charge holder holding approximately 70% issued shares in a listed main board company which were pledged to the share charge holder as loan securities, on receivership of the said pledged shares and disposal of the same by public tender.

- ***Dispute Resolution Support***

Appointed as expert accountant to investigate the funds allegedly being misappropriated by an individual who is the director of three private companies, which engaged in substantial real estate investment in Hong Kong.

Appointed as expert witness to provide his opinion on various accounting issues concerning allegations of potential misconduct of senior management and directors of a listed company in HK. He has been testified in the High Court in respect of his expert opinion. [HCA677/2006]

Appointed as an expert witness to provide his opinion on the genuineness of a series of transactions of commodities trading which were subject to challenge in an arbitration proceedings. The opinion expressed was involved practices of international trade. He gave oral evidence in the tribunal hearing.

- ***Expert Witness in Regulatory Related Proceedings***

Frank has been instructed by a specified person in a prosecution commenced by SFC in the Market Misconduct Tribunal pursuant to section 277 of Part XIII of Securities and Futures Ordinance as an expert witness to provide expert opinion on various issues concerning various allegations of culpability against the specified person. He has been testified in the Tribunal in respect of his expert opinion.

- ***Expert Witness on Business Valuation and Assessment of Quantum of Loss***

Appointed on numerous occasions as expert witness to value businesses and companies in shareholder dispute and divorce proceedings in Hong Kong and overseas jurisdictions.

Appointed by an international manufacturer and trader of telecommunication products as expert witness to provide an assessment of damages for a claim relating to breach of distributorship agreement.

Appointed as expert witness by an Australian company to assess damages on failure to fulfill the profit guarantee in an acquisition of a major subsidiary of a listed company in Hong Kong.

Appointed as expert witness to provide a valuation of issued shares in Luckin Coffee for the purpose of legal action in HK and overseas.

Appointed as expert witness in court proceedings between an individual and a renowned financial institution to assess the quantum of damages suffered by the individual due to alleged improper handling of his assets by the financial institution.

Appointed by the trustees of the property of a bankrupt as expert witness to value a block of shares in a listed company in HK in support of their application to the Court to set aside a pre-bankruptcy disposal of the said shares. He has been testified in the High Court in respect of his expert opinion. [HCMP486/2017]

- ***Expert Witness on Criminal Proceedings***

Frank has been instructed by Dr. Cho Kwai Chee, a former director of Convoy Global Holdings Limited (HKEX : 1019) as expert witness in DCCC 678/2019 and testified in the District Court in respect of his expert opinion on various forensic accounting issues.

- ***Industry specialisation***

- **Finance**

- Liquidator of Kaupthing (Hong Kong) Ltd., the Hong Kong subsidiary of Kaupthing Bank hf, which was one of the major banks in Iceland.

- Liquidator of Newedge Broker Limited and Newedge Derivatives Hong Kong Limited, the Hong Kong subsidiaries of Newedge Group based in France.

- Liquidator of FIG (HK) Limited, a subsidiary of Fortress Investment Group LLC operates as an investment management company based in US.

### Photographic equipment

Liquidator of Vivitar (Asia) Ltd., the Hong Kong trading arms of Vivitar Corporation, a company listed in the US.

### Textile

Liquidator of a Hong Kong company engaged in yarn, knitted wears and sweaters, which has a wholly owned subsidiary in China operating three fully licensed dyeing factories occupying over 70 acres of land. The company was able to change the legal representative of the wholly owned subsidiary who was not co-operative and dispose of the land together with all the structures erected thereon.

### Electronics

Liquidator of Uniross Batteries (HK) Ltd, a subsidiary of a French company, which engaged in trading of the "UNIROSS" branded rechargeable batteries and chargers in Hong Kong.

Liquidator of a Hong Kong company engaged in design, manufacturing and distribution of consumer and industrial electronic products, which has its entire manufacturing facilities located in China. Through our persistent and tactful dealings with the officials of the Chinese Government departments, in particular the State Administration of Foreign Exchange, and Court officials, the company was able to secure a fair auction of the company's assets and have the funds from the realization of the assets returned to the company's liquidation account in Hong Kong.

Liquidator of Vivitar (Asia) Ltd., the Hong Kong trading arms of Vivitar Corporation, a company listed in the US.

Liquidator of a Hong Kong company engaged in the trading of electrical products and was able to uncover and track the fraudulent activities of a director which led to his conviction for evasion of liability by deception.

### Diamond

Liquidator of a Hong Kong substantial company engaged in trading of diamonds. The books and records of the company were found to be falsified sales and payment records. Forensic IT procedures were employed for conducting e-recovery of over 10 gigabytes of emails, which translate to no less than 500,000 email items and attachments, and over 55,000 documents in different formats. Various legal proceedings have been instigated against the alleged fraudsters.

### Toy

Liquidator of Majorette Hong Kong Ltd., a group company of Majorette SA based in France, which engaged in trading of toy cars.

### Shipping

Liquidator of STX HK Pan Ocean (Hong Kong) Co. Ltd., a subsidiary of STX Pan Ocean which was understood to be the 4<sup>th</sup> largest ship building company in the world and the 17<sup>th</sup> largest corporation in Korea.

### Mining

Liquidator of Dejin Resources Group Company Limited (Stock Code 1163) which had very substantial investments in various gold mines located in Mainland China.

Liquidator of Bintan Mining Corporation and its subsidiary company, Bintain

### On-line trading

Liquidator of Simple Electronics Limited and Valuebasket.com Limited which engaged in the provision of online selling of electronics products.

### Charitable organisation

Liquidator of Ting Wai Monastery Limited (定慧寺有限公司) appointed by the High Court. This is the first liquidation of a charitable organisation in the history of HK.

### Forestry

Trustee to a trust holding, among others, substantial forestry assets in Yunnan and Jiangxi Provinces in mainland China. The total book value of the assets under the Trust is over US\$4 billion.

### Securities

Overseeing the business operation and affairs of Lamtex Securities Limited, Yicko Securities Limited and CVP Securities Limited in the capacity as liquidator of their respective parent companies.

### Travel

Liquidator of Wincastle Travel (HK) Limited, a well-established travel agency in Hong Kong which had been 35 years in the business before its liquidation.