# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

# **SCHEDULE 13D**

Under the Securities Exchange Act of 1934 (Amendment No. 3)\*

# **Q&K INTERNATIONAL GROUP LIMITED**

(Name of Issuer)

Class A ordinary shares, par value US\$0.00001 per share
(Title of Class of Securities)

G7308L100\*\*
(CUSIP Number)

David McKee Hand 38 Beach Road #32-12 South Beach Tower Singapore 186797 Telephone: +65 6511 3088

With a copy to:

Shuang Zhao, Esq.
Cleary Gottlieb Steen & Hamilton LLP
c/o 37th Floor, Hysan Place
500 Hennessy Road
Causeway Bay, Hong Kong
Telephone: +852 2521 4122

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

 $\label{eq:June 7, 2022} June \ 7, 2022 \\ \mbox{(Date of Event Which Requires Filing of this Statement)}$ 

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.  $\Box$ 

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

\*\* This CUSIP number applies to the Class A ordinary shares ("Class A Ordinary Shares") of Q&K International Group Limited (the "Issuer"). CUSIP number 74738J201 applies to the American Depositary Shares ("ADSs") of the Issuer, each representing 150 Class A Ordinary Shares.

# CUSIP No: G7308L100

1.	Names of reporting persons						
	Crescent Capital Investments Ltd.						
2.	Check the appropriate box if a member of a group (see instructions)						
	(a)						
3.	SEC u	aa an1					
3.	SEC u	se om	y				
4.	Source	of fu	nds (see instructions)				
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3.	Check	II UIS	closure of legal proceedings is required pursuant to fterms 2(d) of 2(e)				
6.	Citizei	nship (	or place of organization				
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		7.	Sole voting power				
Number of			0				
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	orting	9.	7. Sole dispositive power				
	erson with		0				
`	VILII	10.	Shared dispositive power				
11			1,266,351,100 (1)				
11.	Aggre	gate ai	mount beneficially owned by each reporting person				
	1,266,351,100 (1)						
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions)						
13.	Percent of class represented by amount in Row (11)						
	4.9%(2	2)					
14.	Type o	f repo	rting person (see instructions)				
	СО						

- 1. Represents the 1,266,351,000 Class A Ordinary Shares directly held by Key Space (S) Pte Ltd. All of Key Space (S) Pte Ltd's voting power is held by Crescent Capital Investments Ltd. Beneficial ownership information is presented as of June 7, 2022.
- 2. This percentage is calculated using 25,688,540,410 Class A Ordinary Shares as the denominator, which is the total Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records.

# CUSIP No: G7308L100

1.	Names of reporting persons					
	CRESCENT GP LTD.					
2.	Check the appropriate box if a member of a group (see instructions)  (a) □ (b) □					
	,					
3.	SEC u	se onl	y			
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5.	Check	if disc	closure of legal proceedings is required pursuant to Items 2(d) or 2(e)			
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		10.	Shared dispositive power			
1,266,351,100 (1)						
11.	Aggregate amount beneficially owned by each reporting person					
	1,266,351,100 (1)					
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions)					
13.	Percent of class represented by amount in Row (11)					
	4.9%(2					
14.	Type of reporting person (see instructions)					
	CO					

- 1. Represents the Class A Ordinary Shares directly held by Key Space (S) Pte Ltd. All of Key Space (S) Pte Ltd's voting power is held by Crescent Capital Investments Ltd. The majority of Crescent Capital Investments Ltd.'s voting power is held by CRESCENT GP LTD. Beneficial ownership information is presented as of June 7, 2022.
- 2. This percentage is calculated using 25,688,540,410 Class A Ordinary Shares as the denominator, which is the total Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records.

#### CUSIP No: G7308L100

1.	Names of reporting persons			
	David McKee Hand			
2.	Check (a) □		opropriate box if a member of a group (see instructions)	
3.	SEC u	se onl	V	
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12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions)			
13.	Percent of class represented by amount in Row (11)			
	4.9%(2	<i>)</i> )		
14.			rting person (see instructions)	
17.	Type of reporting person (see instructions)			
	IN			

- 1. Represents the Class A Ordinary Shares directly held by Key Space (S) Pte Ltd. All of Key Space (S) Pte Ltd's voting power is held by Crescent Capital Investments Ltd. All of the voting power of Crescent Green Investments Ltd. is held by Crescent Capital Investments Ltd. The majority of Crescent Capital Investments Ltd.'s voting power is held by CRESCENT GP LTD. The majority of CRESCENT GP LTD.'s voting power is held by David McKee Hand. Beneficial ownership information is presented as of June 7, 2022.
- 2. This percentage is calculated using 25,688,540,410 Class A Ordinary Shares as the denominator, which is the total Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records.

This Amendment No. 3 to Schedule 13D amends and supplements the statement on the Amendment No. 2 to Schedule 13D filed with the Securities and Exchange Commission on May 26, 2022 (the "May 2022 Schedule 13D/A"), relating to the Class A ordinary shares, par value US\$0.00001 per share ("Class A Ordinary Shares") of Q&K International Group Limited (the "Issuer") filed jointly by (i) Crescent Capital Investments Ltd., (ii) CRESCENT GP LTD. and (iii) David McKee Hand. Except as amended and supplemented herein, the information set forth in the May 2022 Schedule 13D/A remains unchanged. Capitalized terms used herein without definition have meanings assigned thereto in the May 2022 Schedule 13D/A.

#### ITEM 1. SECURITY AND ISSUER

No modification.

#### ITEM 2. IDENTITY AND BACKGROUND

Item 2 of the May 2022 Schedule 13D/A is hereby amended and restated as follows:

(a) This Statement on Schedule 13D is filed jointly by the following persons (collectively, the "Reporting Persons"): (i) Crescent Capital Investments Ltd., (ii) CRESCENT GP LTD. and (iii) David McKee Hand. The name, business address, present principal occupation or employment or principal business and citizenship or place of organization of each of the directors of Crescent Capital Investments Ltd. and CRESCENT GP LTD. are set forth in Schedule A hereto and are incorporated herein by reference. None of the Reporting Persons has any executive officers.

- (b) Residence or Business Address:
  - I: For Crescent Capital Investments Ltd.:
    - One Nexus Way, Camana Bay, Grand Cayman, KY1-9005, Cayman Islands
  - II: For CRESCENT GP LTD.:
    - One Nexus Way, Camana Bay, Grand Cayman, KY1-9005, Cayman Islands
  - III: For David McKee Hand:
    - 38 Beach Road, #32-12 South Beach Tower, Singapore 186797
- (c) The principal business of Crescent Capital Investments Ltd. and CRESCENT GP LTD. is managing private investments and providing investment related services. David McKee Hand is the Co-Founder & Managing Partner at Crescent Point. The principal business of Crescent Point is managing private investments. The address of Crescent Point is 38 Beach Road, #32-12 South Beach Tower, Singapore 186797.
- (d) Neither any of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) Neither any of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Citizenship or the place of organization:

- I: For Crescent Capital Investments Ltd.: Cayman Islands
- II: For CRESCENT GP LTD.: Cayman Islands
- III: For David McKee Hand: United States of America

#### ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the May 2022 Schedule 13D/A is hereby amended and supplemented to include the following information:

On June 7, 2022, CP QK Singapore Pte Ltd. and High Gate Investments Ltd. entered into a share transfer agreement, pursuant to which CP QK Singapore Pte Ltd. transferred all of its 314,539,304 Class A Ordinary Shares to High Gate Investments Ltd.

#### ITEM 4. PURPOSE OF TRANSACTION

No modification.

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the May 2022 Schedule 13D/A is hereby amended and restated as follows:

- (a) Each of the Reporting Persons' current ownership in the securities of the Issuer is set forth on the cover pages to this Statement on Schedule 13D and is incorporated by reference herein. The Reporting Persons disclaim membership in any "group" with any person other than the Reporting Persons.
- (b) The following table sets forth the beneficial ownership of the class of securities reported on for each of the Reporting Persons.

Reporting Person	Number of Shares Beneficially Owned(1)	Percentage of Securities	Sole Power to Vote/Direct Vote(1)	Shared Power to Vote/Direct Vote(1)	Sole Power to Dispose/Direct Disposition(1)	Shared Power to Dispose/Direct Disposition(1)
Crescent Capital Investments Ltd.	1,266,351,000 (2)	4.9%(3)	0	1,580,890,304 (2)	0	1,580,890,304 (2)
CRESCENT GP LTD.	1,266,351,000 (2)	4.9%(3)	0	1,580,890,304 (2)	0	1,580,890,304 (2)
David McKee Hand	1,266,351,000 (2)	4.9%(3)	0	1,580,890,304 (2)	0	1,580,890,304 (2)

- (1) Beneficial ownership information is presented as of June 7, 2022.
- (2) Represents the Class A Ordinary Shares directly held by Key Space (S) Pte Ltd. All of Key Space (S) Pte Ltd's voting power is held by Crescent Capital Investments Ltd. The majority of Crescent Capital Investments Ltd.'s voting power is held by CRESCENT GP LTD. The majority of CRESCENT GP LTD.'s voting power is held by David McKee Hand.
- (3) This percentage is calculated using 25,688,540,410 Class A Ordinary Shares as the denominator, which is equal to total Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records.
- (c) Other than as described in Items 3 above, there have been no transactions in the class of securities reported on that were effected during the past sixty days by any of the Reporting Persons.
- (d) Not applicable.
- (e) On June 7, 2022, each of the Reporting Persons ceased to be a beneficial owner of more than five percent of the class of securities reported.

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# ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

No modification.

# ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 of the May 2022 Schedule 13D/A is hereby amended and restated as follows:

Exhibit Number	Title
99.1	Joint Filing Agreement, dated June 8, 2022, among Crescent Capital Investments Ltd., CRESCENT GP LTD. and David McKee Hand.
99.2	Share transfer agreement, dated June 7, 2022, between CP QK Singapore Pte Ltd. and High Gate Investments Ltd.

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# **SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Dated: June 8, 2022

Crescent Capital Investments Ltd.

By: /s/ David McKee Hand Name: David McKee Hand

Title: Director

CRESCENT GP LTD.

By: /s/ David McKee Hand Name: David McKee Hand

Title: Director

David McKee Hand

By: /s/ David McKee Hand

# Schedule A

# **Directors of Certain Reporting Persons**

Entity	Director	Business Address	Present Principal Occupation or Employment/ Principal Business	Citizenship/Place of Organization
Crescent Capital	David McKee Hand	38 Beach Road, #32-12	Co-Founder &	United States of
Investments Ltd.		South Beach Tower,	Managing Partner at	America
		Singapore 186797	Crescent Point	
Crescent GP Ltd.	David McKee Hand	38 Beach Road, #32-12	Co-Founder &	United States of
		South Beach Tower,	Managing Partner at	America
		Singapore 186797	Crescent Point	
		Page 9 of 9		

#### JOINT FILING AGREEMENT

In accordance with Rule 13d 1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A ordinary shares, par value of US\$0.00001 per share, of Q&K International Group Limited, and that this agreement may be included as an exhibit to such joint filing. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Signature Page to follow]

IN WITNESS WHEREOF, the undersigned hereby execute this agreement as of June 8, 2022.

Crescent Capital Investments Ltd.

By: /s/ David McKee Hand

Name: David McKee Hand

Title: Director

CRESCENT GP LTD.

By: /s/ David McKee Hand Name: David McKee Hand

Title: Director

David McKee Hand

By: /s/ David McKee Hand

#### SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this "Agreement") is entered into as of June 07, 2022 by and between the following parties:

- (1) CP QK Singapore Pte Ltd. a company organized and existing under the laws of Singapore (the "Transferor"); and
- (2) High Gate Investments Ltd., a company organized and existing under the laws of Cayman Islands (the "Transferee").

#### RECITALS

The Transferor owns of record and beneficially a certain number of issued and outstanding Class A Ordinary Shares with the par value US\$0.00001 (the "Class A Ordinary Shares") of Q&K International Group Limited ("Company"). The Transferor desires to sell to the Transferee, a certain number of Class A Ordinary Shares. The Transferee wishes to purchase from the Transferor such Class A Ordinary Shares in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

#### 1. Agreement to Transfer

Subject to the terms and conditions of this Agreement, at the Closing, the Transferor agrees to sell and transfer to the Transferee, and the Transferee agrees to purchase from the Transferor, a total of 314,539,304 Class A Ordinary Shares (the "**Transfer Shares**"), for a total purchase price of US\$3,145.39 (i.e. priced at par value of US\$0.00001 per share) (the "**Transfer Price**").

# 2. Closing

2.1 The purchase and sale of the Transfer Shares (the "Closing") shall take place at such other time and place as the Transferor and the Transferee shall agree in writing. The date of the Closing is hereinafter referred to as the "Closing Date".

- 2.2 On such Closing Date, (a) the Transferor shall transfer and sell to the Transferee the Transfer Shares and, in connection therewith, tender and deliver to the Transferee the original share certificate(s) representing the Transfer Shares (the "Original Share Certificates") and an instrument of transfer executed by the Transferor in favor of the Transferee in the form attached hereto as Exhibit A (the "Instrument of Transfer"), (b) the Transferor shall procure the Company to (i) cancel the Original Share Certificates, and issue and deliver new share certificate(s) representing the number of the Transfer Shares registered in the name of the Transferee (the "New Share Certificates"), and (ii) deliver a copy of updated register of members of the Company reflecting the transfer of Transfer Shares (the "Updated ROM"); and (c) the Transferee shall purchase such Transfer Shares from the Transferor and, in connection therewith, deliver payment of the Transfer Price against (i) delivery by the Transferor to the Transferee of Original Share Certificates and the Instrument of Transfer, and (ii) delivery by the Company to the Transferee of the New Share Certificates and the Updated ROM, by wire transfer of immediately available funds to a bank account designated by the Transferor.
- 2.3 Effective as of the Closing, all and any of the power, rights, preferences and benefits of the Transferor, attached to or arising from or in connection with the Transfer Shares, shall be assigned to the Transferee.

#### 3. Representations and Warranties of the Parties

- 3.1 The Transferor represents and warrants to the Transferee upon the Closing as follows:
- (a) The Transferor is the sole and legal owner of the Transfer Shares. The Transfer Shares are free from all claims, liens, charges, pledges, mortgages, trust, security interests or restriction (whether on voting, sale, transfer, disposition, or otherwise), whether imposed by agreement, understanding, law, equity or otherwise and other encumbrances.
- (b) It has taken all the necessary actions, including without limitation adopting the necessary resolutions of the Company (if applicable), and has all the necessary authorization and capacity, to enter into and to perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Transferor, enforceable against it in accordance with its terms.
- (c) Other than as obtained prior to the Closing, no consents to the consummation of the sale and transfer of the Transfer Shares are required for the execution, delivery and performance of this Agreement by the Transferor. The execution, delivery, and performance of this Agreement by the Transferor does not (i) violate any applicable laws of any governmental authority applicable to the Transferor (ii) violate or conflict with any provision of the constitutional documents of the Transferor (if applicable) or (iii) conflict with, contravene, result in any violation or breach of or default under (with or without the giving of notice or the lapse of time or both) any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument or arrangement (whether in writing or otherwise) to which the Transferor or its property is bound, or any amendment of any of the foregoing.

- (d) All the documents, seals, records, papers, materials, correspondence, accounts and other property of or relating to the business of the Company and in the possession or under power or control of the Transferor or any officer or management appointed by it has been duly and fully returned to the Company.
- 3.2 The Transferee represents and warrants to the Transferor upon the Closing as follows:
- (a) It has taken all the necessary actions, and has all the necessary authorization and capacity, to enter into and to perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Transferee, enforceable against it in accordance with its terms.

# 4. <u>Confidentiality</u>

- Each party undertakes to the other party that it shall not reveal to any third party any information regarding the content or the existence of this Agreement ("Confidential Information") without the prior written consent of the other party or use any Confidential Information in such manner that is detrimental to the Company or the concerned party, as the case may be. The term "Confidential Information" as used in this Section 5 means, (i) any information concerning the organization, business, technology, finance, transactions or affairs of any party or the Company or any of their respective directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof); (ii) the terms of this Agreement and the amendment and any other ancillary documents in relation thereto, and the identities of the parties and their respective affiliates; and (iii) any other information or materials prepared by a party or its respective affiliates, directors, officers, employees, managers, members, partners, representatives or agents, including without limitation, their attorneys, consultants, lenders, potential investors and financial advisors (collectively, the "Representatives") that contains or otherwise reflects, or is generated from, the Confidential Information.
- 4.2 Notwithstanding the provisions, if any party is required to disclose any Confidential Information pursuant to any applicable law, rule or regulation or a subpoena, court order, similar judicial process, regulatory agency or stock exchange rule, the recipient shall, if possible, promptly notify the party who discloses such information (the "Disclosing Party") of any such requirement and shall consult with the Disclosing Party regarding such disclosure. At the request of the Disclosing Party, such party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the Disclosing Party, seek a protective order, confidential treatment or other appropriate remedy. In any event, such party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

- 4.3 The provisions of this Section 5 shall not apply to:
- (a) disclosure of Confidential Information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a party or any of its Representatives in violation of this Agreement;
- (b) disclosure by a party to its Representative on a need-to-know basis; provided that such Representative (i) is under similar obligation of confidentiality or (ii) is otherwise under a binding professional obligation of confidentiality;
- (c) disclosure by a party in accordance with the Section 5.2; or
- (d) disclosure of Confidential Information that is reasonably necessary in the ordinary course of business or otherwise in connection with transactions contemplated hereby, including without limitation the disclosure for the purpose of reporting to or registering with the relevant government authorities in accordance with the relevant laws and regulations to consummate the transactions contemplated hereunder.

### 5. Miscellaneous

- 5.1 <u>Effectiveness</u>. This Agreement will take effect upon execution by duly authorized representatives of the parties hereto.
- 5.2 <u>Amendment</u>. This Agreement may only be amended with the written consents of the Transferor, and the Transferee and/or the due successors or assigns of the foregoing.
- 5.3 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.
- 5.4 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region, without regards to conflicts of law principles.
- 5.5 <u>Dispute Resolution</u>. In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the parties shall negotiate in good faith to resolve the dispute. In the event the parties fail to reach an agreement on the resolution of such a dispute within 30 days after any party's request for resolution of the dispute through negotiations, any party may submit the relevant dispute to the Hong Kong International Arbitration Centre for arbitration, in accordance with its then-effective arbitration rules. The language used during arbitration shall be English. The arbitration ruling shall be final and binding on both parties.

- 5.6 <u>Tax and Expenses</u>. The Transferor covenants and agrees to indemnify and hold harmless the Transferee from and against any and all taxes, duties, fees, expenses and government levies imposed on the Transferee in connection with the transaction contemplated under this Agreement as required under any and all applicable tax laws. Other than the forgoing, each party shall be responsible for the cost it incurred (including but not limited to the legal cost).
- 5.7 <u>Further Assurances</u>. Each of the parties hereto shall execute such documents and perform such further acts (including without limitation obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any governmental entity or authority or any other person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement. In particular, the Transferor covenants to the Transferee that it shall provide or procure to be provided all necessary assistance to facilitate the Transferee's entitlement to the Transfer Shares.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

TRANSFEROR:

CP QK Singapore Pte. Ltd.

By: <u>/s/ Yin Shao Siang</u> Name: Yin Shao Siang

Title: Director

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

TRANSFEREE:

**High Gate Investments Ltd.** 

By: /s/ Tang Edmund Koon Kay

Name: Tang Edmund Koon Kay

Title: Director

# EXHIBIT A

# INSTRUMENT OF TRANSFER

FOR VALUE RECEIVED US\$3,145.39	(amount)	
CP QK Singapore Pte. Ltd.		(transferor)
hereby sells, assigns and transfers unto	High Gate Investments Ltd.	(transferee)
of 125 Arthur Road #10-02 Singapore 439829		(address)
314,539,304 Class A Ordinary Shares		
in the capital of Q&K International Group Limited		
Dated this day ofJune 07, 2022		
In the presence of: Catherine Lum		
/s/ Catherine Lum	/s/ Yin Shao Siang	
(Witness)	Name: Yin Shao Siang	_
	For and on behalf of	
	CP QK Singapore Pte. Ltd.	
	(Transferor)	
In the presence of: Catherine Lum		
/s/ Catherine Lum	/s/ Tang Edmund Koon Kay	
(Witness)	Name: Tang Edmund Koon Kay	
	For and on behalf of	
	High Gate Investments Ltd.	
	(Transferee)	