
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.1)*

Q&K International Group Limited

(Name of Issuer)

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

G7308L100**
(CUSIP Number)

Edmund Koon Kay Tang
125 Arthur Road, #10-02
Singapore 439829
Telephone: +65-9829-4500

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)

June 7, 2022

(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.

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.

1.	Names of reporting persons High Gate Investments Ltd.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) WC	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Cayman Islands	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 494,928,853 ¹
	9.	Sole dispositive power 0
	10.	Shared dispositive power 494,928,853 ¹
11.	Aggregate amount beneficially owned by each reporting person 494,928,853 ¹	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 1.9% ²	
14.	Type of reporting person (see instructions) CO	

1. Represents (i) 419,728,853 Class A Ordinary Shares directly held by High Gate Investments Ltd. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B ordinary shares of the Issuer ("Class B Ordinary Shares") directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd. Beneficial ownership information is presented as of June 7, 2022.
2. This percentage is calculated using 25,763,740,410 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 25,688,540,410 Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares beneficially owned by High Gate Investments Ltd.

1.	Names of reporting persons	
	Yijia Inc.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions)	
	Not applicable	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6.	Citizenship or place of organization	
	British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power
		0
	8.	Shared voting power
		75,200,000 ¹
	9.	Sole dispositive power
		0
	10.	Shared dispositive power
		75,200,000 ¹
11.	Aggregate amount beneficially owned by each reporting person	
	75,200,000 ¹	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions)	
	<input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11)	
	0.29% ²	
14.	Type of reporting person (see instructions)	
	CO	

1. Represents 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares directly held by Yijia Inc. Beneficial ownership information is presented as of June 7, 2022.
2. This percentage is calculated using 25,763,740,410 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 25,688,540,410 Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares beneficially owned by High Gate Investments Ltd.

1.	Names of reporting persons High Gate Holdings Ltd.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Cayman Islands	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 494,928,853 ¹
	9.	Sole dispositive power 0
	10.	Shared dispositive power 494,928,853 ¹
11.	Aggregate amount beneficially owned by each reporting person 494,928,853 ¹	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 1.9% ²	
14.	Type of reporting person (see instructions) CO	

- Represents (i) 419,728,853 Class A Ordinary Shares directly held by High Gate Investments Ltd. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd. High Gate Investments Ltd. is wholly owned by High Gate Holdings Ltd. Beneficial ownership information is presented as of June 7, 2022.
- This percentage is calculated using 25,763,740,410 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 25,688,540,410 Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares beneficially owned by High Gate Holdings Ltd.

1.	Names of reporting persons Edmund Koon Kay Tang	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization United Kingdom	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 494,928,853 ¹
	9.	Sole dispositive power 0
	10.	Shared dispositive power 494,928,853 ¹
11.	Aggregate amount beneficially owned by each reporting person 494,928,853 ¹	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 1.9% ²	
14.	Type of reporting person (see instructions) IN	

- Represents (i) 419,728,853 Class A Ordinary Shares directly held by High Gate Investments Ltd. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd. High Gate Investments Ltd. is wholly owned by High Gate Holdings Ltd. High Gate Holdings Ltd. is wholly owned by Edmund Koon Kay Tang. Beneficial ownership information is presented as of June 7, 2022.
- This percentage is calculated using 25,763,740,410 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 25,688,540,410 Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares beneficially owned by Edmund Koon Kay Tang.

This Amendment No. 1 to Schedule 13D amends and supplements the statement on the Schedule 13D originally filed with the Securities and Exchange Commission on February 2, 2021 (the "Original Schedule 13D"), 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) High Gate Investments Ltd., (ii) Yijia Inc., (iii) High Gate Holdings Ltd., and (iv) Edmund Koon Kay Tang. Except as amended and supplemented herein, the information set forth in the Original Schedule 13D remains unchanged. Capitalized terms used herein without definition have meanings assigned thereto in the Original Schedule 13D.

ITEM 1. SECURITY AND ISSUER

No modification.

ITEM 2. IDENTITY AND BACKGROUND

No modification.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Pursuant to a share transfer agreement between Yijia Inc. and High Gate Investments Ltd. dated June 7, 2022, High Gate Investments Ltd. acquired the 105,189,549 Class B ordinary shares of the Issuer ("Class B Ordinary Shares") held by Yijia Inc., which then automatically converted into Class A Ordinary Shares, representing 0.4% of the total outstanding ordinary shares and 0.4% of the aggregate voting power in the Issuer.

Pursuant to another share transfer agreement between CP QK Singapore Pte Ltd. and High Gate Investments Ltd. dated June 7, 2022, High Gate Investments Ltd. acquired the 314,539,304 Class A Ordinary Shares held by CP QK Singapore Pte Ltd., representing 1.2% of the total outstanding ordinary shares and 1.2% of the aggregate voting power in the Issuer.

Upon completion of the transactions outlined above, High Gate Holdings Ltd. and Edmund Koon Kay Tang have the shared voting and dispositive power of all of the Class A Ordinary Shares held by High Gate Investments Ltd. The source of funds used for such transactions is the working capital of High Gate Investments Ltd.

ITEM 4. PURPOSE OF TRANSACTION

No modification.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the Original Schedule 13D 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	Percentage of Securities(3)	Sole Power to Vote/Direct Vote	Shared Power to Vote/Direct Vote	Sole Power to Dispose/Direct Disposition	Shared Power to Dispose/Direct Disposition
High Gate Investments Ltd.	494,928,853 (1)	1.9%	0	494,928,853(1)	0	494,928,853(1)
Yijia Inc.	75,200,000(2)	0.3%	0	75,200,000 (2)	0	75,200,000 (2)
High Gate Holdings Ltd.	494,928,853 (1)	1.9%	0	494,928,853(1)	0	494,928,853(1)
Edmund Koon Kay Tang	494,928,853(1)	1.9%	0	494,928,853(1)	0	494,928,853(1)

- (1) Represents (i) 419,728,853 Class A Ordinary Shares directly held by High Gate Investments Ltd. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares directly held by Yijia Inc. Yijia Inc. is wholly owned by High Gate Investments Ltd. High Gate Investments Ltd. is wholly owned by High Gate Holdings Ltd., and High Gate Holdings Ltd. is wholly owned by Edmund Koon Kay Tang. Beneficial ownership information is presented as of June 7, 2022.
- (2) Represents 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares directly held by Yijia Inc.
- (3) The percentage is calculated using 25,763,740,410 Class A Ordinary Shares as the denominator, which is equal to the sum of (i) 25,688,540,410 Class A Ordinary Shares outstanding as of June 7, 2022 as derived from the Issuer's corporate records. and (ii) 75,200,000 Class A Ordinary Shares obtainable upon conversion of 75,200,000 Class B Ordinary Shares beneficially owned by the Reporting Persons.

(c) Other than as described in Items 3 and 4 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.

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

No modification.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit Number	Title
99.1	Joint Filing Agreement, dated June 8, 2022, among High Gate Investments Ltd., Yijia Inc., High Gate Holdings Ltd. and Edmund Koon Kay Tang
99.2	Share transfer agreement dated June 7, 2022, between Yijia Inc. and High Gate Investments Ltd.
99.3	Share transfer agreement, dated June 7, 2022, between CP QK Singapore Pte Ltd. and High Gate Investments Ltd.

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

High Gate Investments Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Yijia Inc.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

High Gate Holdings Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Edmund Koon Kay Tang

By: /s/ Edmund Koon Kay Tang

Schedule A

Directors of Certain Reporting Persons

<u>Entity</u>	<u>Director</u>	<u>Business Address</u>	<u>Present Principal Occupation or Employment/ Principal Business</u>	<u>Citizenship/Place of Organization</u>
High Gate Investments Ltd.			Treasurer and member of the executive board at Marymount Centre, a charitable organization	
Yijia Inc.	Edmund Koon Kay Tang	125 Arthur Road, #10-02, Singapore 439829		United Kingdom
High Gate Holdings Ltd.				

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.

High Gate Investments Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Yijia Inc.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

High Gate Holdings Ltd.

By: /s/ Edmund Koon Kay Tang

Name: Edmund Koon Kay Tang

Title: Director

Edmund Koon Kay Tang

By: /s/ Edmund Koon Kay Tang

[Signature Page to Joint Filing Agreement]

SHARE TRANSFER AGREEMENT

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

- (1) **YIJIA INC.**, a company organized and existing under the laws of the British Virgin Islands (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 B Ordinary Shares with the par value US\$0.00001 (the “**Class B Ordinary Shares**”) of Q&K International Group Limited (“**Company**”). The Transferor desires to sell to the Transferee, a certain number of Class B Ordinary Shares. The Transferee wishes to purchase from the Transferor such Class B 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 105,189,549 Class B Ordinary Shares (the “**Transfer Shares**”), for a total purchase price of US\$1,051.89 (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. Confidentiality

4.1 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 Effectiveness. This Agreement will take effect upon execution by duly authorized representatives of the parties hereto.
- 5.2 Amendment. 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 Counterparts. 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 Governing Law. 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 Dispute Resolution. 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.

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- 5.6 Tax and Expenses. 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 Further Assurances. 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:

YIJIA INC.

By: /s/ Tang Edmund Koon Kay _____

Name: Tang Edmund Koon Kay

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\$1,051.89 (amount)
YIJIA INC. (transferor)
hereby sells, assigns and transfers unto High Gate Investments Ltd. (transferee)
of 125 Arthur Road #10-02 Singapore 439829 (address)
105,189,549 Class B Ordinary Shares
in the capital of Q&K International Group Limited

Dated this day of 07 June, 2022

In the presence of: Catherine Lum

/s/ Catherine Lum
(Witness)

/s/ Tang Edmund Koon Kay
Name: Tang Edmund Koon Kay
For and on behalf of YIJIA INC.
(Transferor)

In the presence of: Catherine Lum

/s/ Catherine Lum
(Witness)

/s/ Tang Edmund Koon Kay
Name: Tang Edmund Koon Kay
For and on behalf of
High Gate Investments Ltd.
(Transferee)

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. Confidentiality

4.1 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 Effectiveness. This Agreement will take effect upon execution by duly authorized representatives of the parties hereto.
- 5.2 Amendment. 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 Counterparts. 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 Governing Law. 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 Dispute Resolution. 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.

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- 5.6 Tax and Expenses. 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 Further Assurances. 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: /s/ Yin Shao Siang

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 of June 07, 2022

In the presence of: Catherine Lum

/s/ Catherine Lum
(Witness)

/s/ Yin Shao Siang
Name: Yin Shao Siang
For and on behalf of
CP QK Singapore Pte. Ltd.
(Transferor)

In the presence of: Catherine Lum

/s/ Catherine Lum
(Witness)

/s/ Tang Edmund Koon Kay
Name: Tang Edmund Koon Kay
For and on behalf of
High Gate Investments Ltd.
(Transferee)