

物权转让信息披露申请书

标的名称：工银金融租赁有限公司部分资产
(1 架 EM135BJ 飞机-B3282)

申请人名称：工银金融租赁有限公司

上海联合产权交易所有限公司制

转让方申请与承诺

上海联合产权交易所有限公司：

我方拟转让所持有标的资产，并通过上海联合产权交易所（以下简称“联交所”）公开披露资产转让信息和组织交易活动，依照公开、公平、公正和诚信的原则作如下承诺：

（1）本次转让是我方真实意思表示，转让标的权属清晰，除已披露的事项外，我方对该资产拥有完全的处置权且不存在法律法规禁止或限制交易的情形；对于设定担保物权的资产转让，符合《中华人民共和国物权法》、《中华人民共和国担保法》等有关法律法规规定；

（2）本次转让已履行了相应程序，经过有效的内部决策，并获得相应批准；

（3）我方所提交的转让申请及相关材料真实、完整、准确、合法、有效，不存在虚假记载、误导性陈述或重大遗漏；

（4）我方在交易过程中自愿遵守有关法律法规和联交所相关交易规则及规定，恪守转让公告约定，按照相关要求履行我方义务；

（5）我方已认真考虑本次转让行为可能导致的企业经营、行业、市场、政策以及其他不可预计的各项风险因素，愿意自行承担可能存在的一切交易风险。

我方保证遵守以上承诺，如违反上述承诺或有违规行为，给交易相关方及联交所造成损失的，我方愿意承担相应的赔偿责任及其他法律责任。

COMMITMENT OF TRANSFEROR

Shanghai United Assets and Equity Exchange Co., Ltd.,

We intend to transfer the underlying asset owned by us through Shanghai United Assets and Equity Exchange (hereinafter referred to as “SUAEE”), publish the asset transfer information and organize the transaction activities. According to the principles of openness, fairness, impartiality and good faith, we hereby make a commitment as follows:

(1) The transfer is our true intention, and the ownership of the underlying asset is clear. In addition to the disclosed matters, we have the full right to dispose the underlying asset, and the transaction is not prohibited or restricted by any laws or regulations. The transfer of assets with security interest complies with the *Property Law of the People's Republic of China*, the *Guarantee Law of the People's Republic of China* and other relevant laws and regulations;

(2) We have gone through necessary procedures for the transaction, made an effective decision on the transaction internally and obtained the relevant approval;

(3) The transfer application and relevant materials submitted by us are true, complete, accurate, legal and valid and contain no false records, misleading statements or material omissions;

(4) During the transaction, we are willing to comply with relevant laws and regulations and the relevant transaction rules and regulations of SUAEE, abide by the transfer notice, and fulfill our duties as required;

(5) We have seriously considered the unpredictable risks of the business operation, industry, market and policy that may result from the transfer, and we are willing to bear all possible transaction risks on our own.

We undertake to fulfill the above commitment. If we break the above commitment or violate rules and thus cause losses to the parties involved in the transaction and SUAEE, we will bear the corresponding indemnity liability and other legal liability.

物权转让公告

NOTICE OF ASSET TRANSFER

一、转让标的概况

I. PROFILE OF THE UNDERLYING ASSET

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| 资产描述： 本次转让标的资产为 1 架型号为 EM135BJ 的莱格赛 650 公务飞机（注册号为 B-3282），产权所有人为工银金融租赁有限公司。标的资产现由北京华龙商务航空有限公司承租，租赁期至 2026 年 3 月 11 日，本次转让已征得承租人的同意，租赁协议将在飞机产权转移至受让方之前或同时终止。 Asset Description: The underlying asset to be transferred is one (1) Embraer Legacy EMB-135BJ aircraft with Registration Number B-3282. The aircraft owner is ICBC Financial Leasing Co., Ltd. The aircraft is now leased to SINO JET (Beijing) Co., Ltd. and the lease term ends on March 11, 2026. The transfer has been acknowledged and agreed by the lessee. The current lease will be terminated on or prior to the aircraft title transfer from the transferor to the transferee. | | | |
| 资产类别：航空器 Asset Type: Aircraft | | | |
| 型号 Model | EM135BJ | 所在地 Location | 中国 China |
| 生产厂家 Manufacturer | 哈尔滨安博威飞机工业有限公司 Harbin Embraer Aircraft Industry Co., Ltd | | |
| 号牌 Registration Number | B-3282 | 国籍 Nationality | 中国 China |
| 购置日期 Delivery Date | 2016-3-11 | | |
| 使用时间 Flight Hour | 1704:50 | | |
| 配置情况 Specification | 详见飞机技术参数表 Please see Aircraft Specification Summary | 容量/座 | 乘客座 13 13seats |
| 最大起飞重量 | 24300 KG | | |
| 共有或其他项 权利情况 Ownership and Other Rights | 抵押、租赁等 其他项权利情况 Mortgage, lease and other rights | 无抵押，有租赁。 With no mortgage. On lease. | |
| 重要 信息 Important information | 评估报告中的 保留意见、重要 揭示、特别事项 说明中涉及转 | 以下摘自资产评估报告特别事项说明： (一) 本次评估结论未考虑资产交易环节可能产生的相关税费，评估结果不含关税、增值税等其他费用。 | |

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| | 让产权的提示提醒等内容 Reminders and other important disclosures in Appraisal Report | 其他详见资产评估报告。（上海联合产权交易所备查材料） The following information is from the notes in Asset Appraisal Report. i. The appraisal result did not take into account the possible taxes and fees arising from the asset trading. The appraisal value excludes taxes and expenses such as customs duties and VAT. For more information, please refer to Asset Appraisal Report kept with SUAEE. |
| | 其他披露内容 Other Information | 本项目公告期即为尽职调查期，意向受让方可在公告期内签署保密承诺函(公告附件：保密承诺函)后，对飞机进行目视检查，并查阅飞机相关技术文件，包括民用航空器国籍登记证、民用航空器适航证等或意向方所需的其它合理的技术文件，开展尽职调查工作。 Within the announcement period, after signing the Undertaking of Confidentiality (Appendix hereto), the prospective transferee may conduct visual inspection on the aircraft, review aircraft technical documents, including the certificate of civil aircraft registration, airworthiness certificate and other technical documents reasonably requested. |
| 标的展示信息 Display of the Aircraft | 展示时间 Display period | 公告期内 During announcement period |
| | 展示地点 Display place | 请与联系人预约确认 Please check with the contact person |
| | 联系人 Contact person | 冯帆 Feng Fan |
| | 联系电话 Tel. / Email | 010-66105841 aviation.bizjetsales@leasing.icbc.com.cn |

二、转让方概况

II. PROFILE OF THE TRANSFEROR

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| 监管 Supervision | 国资监管机构 State-owned assets supervision authority | | 财政部 Ministry of Finance |
| | 主管集团或其他部门名称 Membership group or responsible departments | | 中国工商银行股份有限公司 Industrial and Commercial Bank of China Limited |
| Transferor Information 转让方基本情况 | 法人及其他 组织机构 | 名称 Company Name | 工银金融租赁有限公司 ICBC Financial Leasing Co., Ltd. |
| | | 注册地(住所) Registered Place | 天津经济技术开发区第二大街 62 号泰达 MSD-B1 座 20 层 20/F, Block MSD-B1, TEDA, 62 Second Avenue, Tianjin Economic-Technological Development Area |
| | | 经济类型 Economic Type | 国有全资企业 Wholly state-owned enterprise |
| | | 企业类型 Enterprise Type | 有限责任公司 Limited liability company |

三、交易条件与受让方资格条件

III. TRANSACTION CONDITIONS AND QUALIFICATIONS OF TRANSFEREE

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| 交易条件 Transaction Conditions | 转让底价 Base Price | 6400 万元人民币 RMB 64,000,000 |
| | 价款支付方式 Payment Method | 场内结算 Settlement through SUAEE <input type="checkbox"/> 场外结算 Settlement over-the-counter <input checked="" type="checkbox"/> 一次性付款 Lump-sum payment <input checked="" type="checkbox"/> |
| | 与转让相关的其他条件 Other conditions | <p>1、意向受让方在充分了解产权标的情况下，在挂牌期满前递交意向受让申请，并递交交易保证金人民币 350 万元或等值美元到上海联合产权交易所指定银行账户（挂牌截止日 17:00 前，以到账时间为准），即为意向受让方在《物权受让申请书》中对转让方做出接受交易条件并以不低于挂牌价格受让标的资产承诺的确认，成为标的资产的竞买人。意向受让方逾期未交纳保证金的，视为放弃意向受让资格。竞买人被确定为受让方且不存在违规违约情形的，该交易保证金在上海联合产权交易所出具资产交易凭证后 3 个工作日内原额原路返还给受让方。竞买人未被确定为受让方且不存在违规违约情形的，其交纳的保证金在确定受让方之日起 3 个工作日内原额原路返还。</p> <p>1. Based on a full understanding of the underlying asset, the prospective transferee shall, prior to the expiry of the announcement period, submit the application for acquisition and pay a Security Deposit of RMB 3,500,000 or a USD equivalent to the designated bank account of SUAEE (before 17:00 Beijing Time of the expiry date, subject to the bank account entry time). After completing the above procedures, the prospective transferee shall become a bidder for the underlying asset, who is deemed to have confirmed its undertaking in the <i>Application for Property Acquisition</i> to accept the transaction conditions hereunder, and to acquire the underlying asset at a price not lower than the Base Price. The prospective transferee who fails to pay the security deposit within the time limit shall be deemed to have given up its qualification to apply for acquisition. If a bidder is confirmed as the transferee and so long as no event of default has occurred and is continuing, the security deposit will be fully returned to the transferee through the original payment route within 3 business days after the issue of Asset Transaction Certificate. If a bidder is not confirmed as the transferee and so long as no event of default has occurred and is continuing, the security deposit will be fully returned to the bidder through the original payment route within three working days after the transferee is</p> |

confirmed.

2、信息发布期满，如只征集到一个符合条件的竞买人递交保证金的，采用协议方式转让，竞买人应当以不低于挂牌价格的价格受让标的资产，并按照上海联合产权交易所的通知要求在规定时间内通过网络竞价平台进行有效报价，报价高于或等于挂牌价格的，则该报价成为受让价格；如征集到两个及以上符合条件的竞买人，采取网络竞价（多次报价）方式，确定受让方和受让价格。竞买人被确定为受让方后，转让方与受让方应在 20 个工作日内签订《资产交易合同》。

2. At the expiration of the announcement period, if there is only one qualified bidder who has paid the security deposit, the bidder shall make an effective offer at a price not lower than the Base Price through the online bidding platform within the time limit as notified by SUAEE. The offer price will be the purchase price. If there are two or more qualified bidders, the transferee and the purchase price will be determined through online bidding. After a bidder is confirmed as the transferee, the transferor and the transferee shall sign the *Aircraft Sale and Purchase Agreement* within 20 business days.

3、上海联合产权交易所在收到全部交易服务费后 3 个工作日内出具资产交易凭证。

3. SUAEE shall issue the Asset Transaction Certificate within 3 business days upon the receipt of service fees.

4、本次资产交易价款采用一次性支付方式，受让方应在《资产交易合同》签订之日起 5 个工作日内支付履约保证金人民币 640 万元或等值美元至转让方所指定银行账户，该履约保证金在飞机交割时转为交易价款的一部分。受让方应将除履约保证金外的剩余交易价款在飞机交割前支付至转让方指定银行账户，最晚交割日为自《资产交易合同》签订之日起第 90 个自然日。除非出现以下情形，履约保证金不予退还：飞机在交割前发生全损；或因转让方的原因，飞机未能在最晚交割日前完成转让。

4. The asset transaction price shall be paid in a lump sum. The transferee shall, within 5 business days after signing the *Aircraft Sale and Purchase Agreement*, pay a contract deposit of RMB 6,400,000 or a USD equivalent to the bank account designated by the transferor. The contract deposit will become a part of the

purchase price at the closing. The remaining purchase price shall be paid by the transferee prior to the closing date. The closing date shall occur no later than the 90th day from duly signing of the *Aircraft Sale and Purchase Agreement* (the “Cut-off Date”). The contract deposit shall not be refunded except as set forth below: (a) if a total loss of such aircraft occurs before the closing; (b) if the transaction is not completed on or prior to the Cut-off Date for reasons solely attributable to the transferor.

5、本项目交易保证金、履约保证金和交易价款以人民币计价，可以人民币或美元支付。若以美元支付交易保证金和履约保证金，汇率取付款日前第 3 个工作日中国人民银行发布的人民币汇率中间价；若以美元支付交易价款，汇率取飞机交割日前第 3 个工作日中国人民银行发布的人民币汇率中间价。

5. The security deposit, contract deposit and purchase price are denominated in RMB and can be paid either in RMB or USD. If the security deposit and contract deposit are paid in USD, the exchange rate shall be the RMB central parity rate published by People’s Bank of China 3 business days before the payment. If the purchase price is paid in USD, the exchange rate shall be the RMB central parity rate published by People’s Bank of China 3 business days before the closing date.

6、为保护交易各方合法利益，转让方在此做出特别提示，意向受让方一旦通过资格确认，即成为竞买人并对如下内容作出承诺：如竞买人存在以下任何一种情形，将承担缔约过失责任，转让方和产权交易机构可扣除该竞买人的保证金，作为对相关方的补偿，保证金不足以补偿的，相关方可按实际损失继续追诉。

（1）只征集到一个符合条件的竞买人：

①在产权交易机构通知的规定时限内，竞买人未通过上海联合产权交易所网络竞价平台进行有效报价的。

（2）征集到两个及以上符合条件的竞买人：

①在网络竞价中竞买人未提交竞买文件的；

②在网络竞价中各竞买人均未有效报价的。

（3）被确定为受让方后，未在 20 个工作日内签订《资产交易合同》的；

（4）被确定为受让方后，未在规定期限内足额支付履约保证金、交易服务费的；

（5）违反产权交易保证金的有关规定或其他违规违约情形的。

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| | <p>6. For the rights and benefits of all transaction parties, the transferor hereby reminds that the bidder shall be in default in the following circumstances. In the event of the bidder's default, transferor and SUAEE shall have the right to retain the security deposit as a compensation for the relevant parties. If the security deposit is insufficient for compensation, the transferor and/or SUAEE may continue to claim for compensation in accordance with its actual loss.</p> <p>(1) When there is only one qualified bidder:</p> <p>(i) The bidder fails to make an effective offer through the online bidding platform of SUAEE within the time limit.</p> <p>(2) When there are two or more qualified bidders:</p> <p>(i) The bidders fail to submit the bidding documents in the online bidding; or</p> <p>(ii) The bidders fail to make an effective offer in the online bidding;</p> <p>(3) The bidder who has been confirmed as the transferee fails to sign the Aircraft Sale and Purchase Agreement within 20 business days;</p> <p>(4) The bidder who has been confirmed as the transferee fails to pay contract deposit or/and service fees within the specified time limit;</p> <p>(5) The bidder violates other lawful rules or regulations in relation to security deposit or any other matters.</p> <p>7、转让方对所提供文件的真实性负责，在受让方签署接收证明前，转让方对转让标的物具有善良保管义务。由于飞机仍在运营中，转让方不保证在交付时飞机不存在超出当前技术文件描述范围的损耗、损伤或缺陷。在最终交割时，飞机在符合下述交付标准的前提下，按现时现状交付：</p> <p>（1）飞机处于适航状态，并且具有中国民航局颁发的现时有效的适航证；</p> <p>（2）所有维修均在制造商建议维修项目下，并且所有按飞行时间和日历维护要求的项目均已完成，没有任何推迟或延期；</p> <p>（3）所有中国民航局和美国联邦航空局在交割当日及之前发布的适用的适航指令均已完成；</p> <p>（4）有关飞机的所有记录应以英文书面形式完整保存，并且上述记录符合中国民航局的规定；</p> <p>（5）飞机不存在任何留置权或抵押权；</p> <p>（6）转让方和受让方共同商定的其他条件。</p> <p>7. The transferor shall be responsible for the authenticity of the documents provided. The transferor shall properly operate and maintain the aircraft before the closing. As the aircraft is still in operation, the transferor does not warrant that the aircraft will be delivered without excessive wear and tear, damage or defect as</p> |
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| | <p>currently disclosed in the technical documents. At the closing, the Aircraft shall be delivered AS IS WHERE IS in compliance with all the items and conditions set forth below "Delivery Condition":</p> <p>(1) in an airworthy condition with a current and valid Airworthiness Certificate issued by CAAC;</p> <p>(2) with all maintenance current under manufacturer's recommended maintenance programs, and with all time and calendar maintenance actions required completed without deferments or extensions;</p> <p>(3) with full compliance with all applicable airworthiness directives required by CAAC and FAA which are due on or before closing;</p> <p>(4) with all records in English, up-to-date and complete in compliance with the requirements of CAAC;</p> <p>(5) free and clear of all liens or encumbrances;</p> <p>(6) any other conditions mutually agreed upon by the transferor and the transferee.</p> <p>8、除企业所得税、印花税和其他国家法律法规明确规定应由转让方承担的税费以外，本次转让标的过程中所涉及的税费及相关费用由受让方承担。</p> <p>8. Except for the enterprise income tax, stamp duty and other taxes and fees payable by the transferor as stipulated by national laws and regulations, the taxes and fees arising from the transfer of the underlying asset shall be borne by the transferee.</p> <p>9、本项目公告期即为尽职调查期，意向受让方在挂牌公告期间有权利和义务自行对标的资产进行全面了解，一经递交受让申请并递交了保证金，即表明已完全了解与认可标的状况及相关约定，自愿接受转让标的的全部现状及瑕疵，并愿意承担一切责任与风险，成为受让方后，除非飞机发生全损，不得以不了解标的状况及资产质量瑕疵等为由拒绝签订《资产交易合同》，否则视为违约。在签订《资产交易合同》后，受让方有权委托飞机维修机构进行必要的购机前检查，检查程序及范围应取得转让方许可，与检查相关的全部费用由受让方承担。由于检查地点在中国境外国家或地区需要安排调机的，受让方应承担调机的全部费用。</p> <p>9. The announcement period is the due diligence period. The prospective transferee has the right and obligation to inspect and fully understand the underlying asset. Once the prospective transferee has submitted the application for acquisition and paid the</p> |
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security deposit, it shall be deemed to have fully understood and accepted the status and relevant provisions of the underlying asset, accepted all the status and defects of the underlying asset, and been willing to bear all responsibilities and risks. After being confirmed as the transferee, unless the aircraft suffers a total loss, the transferee shall not refuse to sign the *Aircraft Sale and Purchase Agreement* on the ground of not knowing the status and defects of the underlying asset, otherwise it shall be deemed as an event of default by the transferee. After signing the *Aircraft Sale and Purchase Agreement*, the transferee has the right to authorize a MRO to conduct necessary Pre-Purchase Inspection. The PPI procedure and work scope shall be approved by the transferor, and all expenses related to the inspection shall be borne by the transferee. If the aircraft needs to be ferried to an overseas country or region for inspection, the transferee shall bear the ferry flight fees.

10、意向受让方递交受让申请的同时必须递交书面承诺函，承诺以下事项：

1) 我方已详细阅读并完全认可本项目所涉资产评估报告及该等报告所披露内容，已完成对本项目的全部尽职调查；并自愿接受全部产权转让公告之内容，决定受让标的资产；

2) 我方已自行对照有关规定和要求，对自身购买资格条件进行了核查，并在自行咨询专业人士、相关方和监管机构的基础上判断已符合标的资产的受让资格，决定受让标的资产，自行承担由此产生的全部后果，包括费用、风险和损失。

10. When submitting the Application for Acquisition, the prospective transferee shall also submit a written undertaking as follows:

1) We have thoroughly read and fully accepted the asset appraisal report on this project and the information disclosed therein, and have completed due diligence on the project. We are willing to accept all provisions of the Notice of Asset Transfer and have decided to acquire the underlying asset.

2) We have checked our qualifications in accordance with the requirements in the Notice of Asset Transfer, and based on our consultation with professionals, related parties and regulatory authorities, we confirmed that we are qualified to acquire the underlying asset. We have decided to acquire the underlying asset and bear all the resulting consequences, including costs, risks and losses.

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| <p style="text-align: center;"> 受让方 资格条件 Transferee Qualifications </p> | <p> 1、意向受让方应为依法设立并有效存续的企业法人或经济组织； 2、意向受让方应具有良好的财务状况和支付能力； 3、意向受让方应具有良好商业信用； 4、意向受让方应符合有关法律法规及监管要求的其他条件（包括但不限于反洗钱准入政策等）； </p> <p> 1.The prospective transferee shall be an enterprise or economic organization duly established and validly existing; 2. The prospective transferee shall have in good financial position and be able to make payment promptly; 3. The prospective transferee shall have good commercial credit; 4. The prospective transferee shall comply with relevant laws and regulations as well as other regulatory requirements (including but not limited to anti-money laundering access policies); </p> |
| <p style="text-align: center;"> 保证金 设定 及处置 Security Deposit </p> | <p> 1、交纳金额：<u>350</u> 万元人民币 2、交纳截止时间： <input checked="" type="checkbox"/> 信息披露期满前交纳 <input type="checkbox"/> 意向受让方经资格确认后约定_____个工作日内交纳 </p> <p> 1. Amount: RMB<u>3,500,000</u> 2. Deadline for payment: <input checked="" type="checkbox"/> Payment before the expiration of announcement period <input type="checkbox"/> Payment within _____ business days after the prospective transferee's qualifications are verified </p> |