辯論賽題:企業社會責任相關議題 綠騎士股份有限公司 V. 天蒂寶投資公司

- 1. 綠騎士股份有限公司(下稱「綠騎士公司」)為一家依據台灣法律組織設立之興櫃公司,授權資本額為新台幣(下同)5億元,實收資本額為1億4千萬元,發行1,400萬股普通股,每股面額10元。綠騎士公司主要經營運動用品、運動器材之生產,其創辦人普若達先生現為綠騎士公司之董事長,熱愛運動亦致力於環境保護及社會公益,其個人多年來積極參與並推廣世界地球日路跑、Run For The Oceans 為海開跑及淨灘等愛護環境之活動,而綠騎士公司自西元(下同)2015年以來,每年平均捐款新台幣五百至一千萬元贊助節能減碳相關之活動。
- 2. 我國公司法雖於 2018 年始增訂公司法第 1 條第 2 項,導入公司應善盡其社會責任 之理念,惟綠騎士公司為體現企業社會責任(Corporate Social Responsibility,簡稱 CSR),早於 2016 年 6 月召開股東常會修章時,即決議通過於章程中增訂第 4 條之 1,明訂:「公司於投入營運、生產、管理等商業活動中,應以合乎公益目的之商業模式解決社會問題,落實社會回饋,於營利之外,同時應善盡企業社會責任,並盡最大努力兼顧永續發展。」(公司章程,請參附件一)。綠騎士公司於 2015 年、2016 年間,在產品行銷、形象管理與財務表現等各方面表現穩健,業績亦逐年穩定提升。
- 3. 依據英屬開曼群島法律所組織設立之 Angelearthbaby Investment Company Limited (中文名稱譯為天蒂寶投資公司,下稱「天蒂寶公司」),為專業機構投資人,其一向選擇在企業經營中注入環境永續、社會參與、與公司治理(即 environment, social and governance,下稱「ESG」)精神之公司作為投資目標,近年來看中我國節能減碳、減塑等政策與再生能源發展,而開始於台灣市場尋覓合適的投資標的公司,其經理人並透過 GRI (Global Reporting Initiative) 永續性報告指南、企業社會責任報告書、ULE 880 製造業永續性標準等具公信力之資訊揭露平台,了解潛在投資標的公司的 ESG 治理表現。
- 4. 幾經尋覓,天蒂寶公司相中綠騎士公司於 CSR 指標平台的高分評比結果,並認同 其於進行商業活動時,經常強調之環保生產、永續共存等理念,且與其他從事運動 休閒業務之公司相比,綠騎士公司不論是營收成長或未來發展潛力都相當突出,故 自2017年2月開始與綠騎士公司及普若達洽談投資事宜,並於2017年3月陸續完 成保密協定與投資意向書之簽訂。
- 5. 天蒂寶公司於 2017 年 4 月委託台灣律師事務所進行對綠騎士公司之法律及財務盡職調查,且為加快投資進程,天蒂寶公司同意投資契約簡單明瞭即可,雙方嗣於 2017 年 6 月 16 日簽訂股份認購協議書(下稱「認購協議書」)(認購協議書,請參附

- 件三),由綠騎士公司發行 600 萬股特別股,每股面額 10 元,每股認購價格 30 元,總投資金額為新台幣 1 億 8 千萬元,綠騎士公司並應促使原股東及員工全數放棄優先認股權,讓天蒂寶公司得以特定人方式認購所有新發行之特別股(下稱「本投資案」)。
- 6. 天蒂寶公司就本投資案於 2017 年 8 月 15 日取得經濟部投資審議委員會之核准。綠騎士公司於 2017 年 8 月 31 日召開股東臨時會,依照認購協議書修改公司章程以利特別股之發行,並明訂一股特別股得轉換為一股普通股(即轉換比例為 1:1)(公司章程,請參附件一)。雙方於 2017 年 9 月 30 日辦理本投資案之交割,交割後,天蒂寶公司取得綠騎士公司所有已發行股份共 30%之股權,天蒂寶公司並於綠騎士公司 2017 年 12 月 15 日召開之股東臨時會中,以自己名義當選董事,並指派其自然人代表都治然行使權利,並與其他 4 席董事組成董事會。
- 7. 近年來,世界各家運動鞋生產大廠陸續推出環保鞋款,將生產運動鞋之塑膠材料部分、甚至全部改由回收廢塑料或是天然皮革纖維替代製成。環保不落人後的綠騎士公司,自 2016 年起即耗費鉅資,挹注大量人力、物力,開始研發獨家的環保材料技術,希冀結合台灣優異的海島生態環境,開發出獨特的創新製鞋材料。終於在 2016 年第四季成功開發出以死亡海洋生物的骨骼、牙齒等為原料,透過複雜的蛋白質淬煉技術,再合成製造出耐磨的鞋底,以替代運動鞋鞋底之塑膠成分,並將此獨家研發材料命名為「MLS 材料(Marine Life Skeleton Material)」(下稱「MLS 材料」)。 MLS 材料之處理必須運用高規格技術且原料難以取得,又為兼顧環保與實用性須耗費大量工時,故製作成本相當昂貴。
- 8. 綠騎士公司成立以來,主線生產商品為跑鞋、機能運動鞋等各式鞋款,深受愛慢跑、 参加馬拉松比賽的消費者喜愛。綠騎士公司於 2017 年 1 月,因應世界地球日路跑 活動,正式宣布 MLS 材料技術研發成功,推出運用 MLS 材料製作之特別款環保運 動鞋系列產品(下稱「MLS 運動鞋」),廣告主打「全台灣最綠的運動鞋」。因 MLS 運動鞋為綠騎士公司為測試市場水溫推出的新款運動鞋產品,考量到新產品 對市場反應及生產技術等成本花費之控制,MLS 運動鞋之原料有 80%以上仍使用 石油衍生之原生塑膠,而非環保材質,而此鞋款目前仍在各通路販售中。
- 9. 綠騎士公司為生產 MLS 運動鞋,承受物料與研發技術等高額成本,導致 2017 年結算時首度產生虧損,也因此無法分配股東股利,2018 年亦然。然而,為堅持公司之創立理念,綠騎士公司仍堅持繼續生產 MLS 運動鞋,並持續投入公益,捐獻善款贊助路跑活動,未曾調降每年捐款額度,更於 2018 年暑假正式成立「綠海基金會」,宗旨為推動離島教育及保育海洋環境。
- 10. 天蒂寶公司為國際上著名的「綠色」投資人,選擇投資之標的公司時,除了重視獲

利能力、財務表現外,更關心公司在環保方面是否確實具備履行企業社會責任之表現與決心。天蒂寶公司於 2017 年 4 月進行法律盡職調查過程中,發現綠騎士公司所生產之 MLS 運動鞋之原料似乎仍有部分使用原生塑膠,曾以電子郵件向綠騎士公司索取相關環保成分檢測報告,且要求綠騎士公司應將 MLS 運動鞋之環保成份比例至少提升至 50%,否則不得對外宣稱為「全台最綠的運動鞋」。綠騎士公司以相關原料涉及獨家技術實屬商業機密,不便提供環保成分檢測報告。當時 MLS 運動鞋之環保成分僅有原料之 20%,不過綠騎士公司為獲得天蒂寶公司之投資資金,表示環保成分比例已達到 MLS 運動鞋原料之 30%,並承諾天蒂寶公司將於技術及商業可行範圍內將環保材質比例再提高至 50%(雙方之郵件往來,請參附件二)。由於 MLS 材料涉及領先市場之新技術且綠騎士公司並未提供相關檢測報告,天蒂寶公司難以驗證;但因為綠騎士公司推出上開運動跑鞋時,行銷宣傳活動強調配合世界地球日路跑活動,該活動廣告標語為「要塑膠還是要地球」,再加上普若達個人熱愛淨灘、愛護海洋的形象深植人心,天蒂寶公司相信 MLS 運動鞋之環保成分應已極其接近 MLS 運動鞋原料之 30%,且綠騎士公司應會在最短時間內即提高至其承諾之 50%。

- 11. 為加強雙方信任並依照依照天蒂寶公司向來對投資任何公司之要求,綠騎士公司同意在認購協議書中第6.7條聲明保證事項(Representations and Warranties)明訂:「綠騎士公司於生產、製造產品之過程,係兼顧企業社會責任、落實 ESG 精神,且所經營之商業活動均符合應適用之重大環保法令。」(下稱「CSR 聲明事項」),同時亦於第8.2條承諾事項(Covenants)明訂:「綠騎士公司於生產、製造、銷售產品之過程,應遵守所有應適用之法規,並承諾逐年於兼顧所有利害關係人權益之前提下,提升公司治理、永續經營及環境保護之實際效能。」(下稱「CSR 承諾事項」),且綠騎士公司賦予天蒂寶公司得於綠騎士公司違反 CSR 聲明事項或 CSR 承諾事項時,依認購協議書第3條,以原始每股認購價格,賣回全部或一部持股予綠騎士公司之權利(下稱「賣回權」)(認購協議書,請參附件三)。
- 12. 綠騎士公司自 2017 年 1 月起持續以「全台灣最綠的運動鞋」宣傳廣告 MLS 運動鞋,並曾委請許多藝人、網紅及運動明星代言。2019 年 1 月 2 日,超級籃球聯賽爆出知名男神級球星尹正赫於冠軍賽事僵持最後三分鐘時,發生爆鞋慘摔事件,而尹正赫所穿的正是其所代言綠騎士公司生產之 MLS 運動鞋,此事引發 PTT Basketball 版、Shoes 版鄉民議論紛紛。嗣經媒體主動將 MLS 運動鞋提供予第三方實驗室進行檢測,發現該類各款運動鞋的環保性極具爭議,包含 MLS 材料在內之環保成分比例均在僅占約 20%有餘、25%不足的區間之中,於是向社會大眾公布檢測報告。此時天蒂寶公司始知 MLS 運動鞋所含非環保材料比例依舊遠超過 50%,甚至環保材料比例未達其 2017 年 4 月間電子郵件中所宣稱之 30%,且綠騎士公司 2017、2018 年這兩年來,亦未對 MLS 運動鞋原料之比例作出任何積極改善,綠騎士公司顯然並未遵守當初於法律盡職調查過程及認購協議書中之 CSR 聲明保證事項及 CSR 承諾事項,

與其理解及期待相差甚遠。

- 13. 綠騎士公司名下擁有一間位於彰化鄰近海邊之閒置廠房,長期出租予主要業務為生產醫療口罩、外科口罩、N95口罩等產品之健世里股份有限公司(下稱「健世里公司」)使用,由於健世里公司之退休老董事長游艾辛與普若達過世之父親為多年好友,故綠騎士公司於 2010 年簽訂租賃契約時,即同意以略低於當時市場行情之價格,以每年 200 萬租金之方式,出租廠房給健世里公司,十年來不曾調整,而雙方契約之租賃期間明確規定至 2020年3月31日屆滿,期滿前三個月,雙方得另行議定續約事宜。綠騎士公司於 2017年,因生產 MLS 運動鞋導致之高額成本支出,數度以公司獲利不佳,且租金與當地市價偏離愈來愈大,軟性嘗試與健世里公司協商合理調整租金,健世里公司均以租約明訂不調漲為由婉拒,更強調健世里公司協商合理調整租金,健世里公司均以租約明訂不調漲為由婉拒,更強調健世里公司獲利也有限,甚至出動退休老董事長說情等方式抗拒,因此綠騎士公司從未能調漲租金。依據 2019年市場第三方調查報告顯示,由於近年來受惠離岸風電產業之土地需求,彰化沿岸地區類似規模土地之市面租金價格已漲幅到每年1,000萬元租金之水準。
- 14. 健世里公司於 2020 年 1 月初開始與綠騎士公司接洽,表達欲續租之意願,續約租期為五年,租金增加至每年 250 萬元。與健世里公司洽談續訂租約期間,綠騎士公司接獲消息得知經營數位貨幣投資之彼得庫幣科技股份有限公司(下稱「彼得公司」) 欲在台灣中部尋求短期租賃場地,承租一年,作為設置挖礦電腦設備之用,並開出 100 萬月租金的優渥租金條件。綠騎士公司遂一方面派員向彼得公司接洽,一方面對健世里公司採取拖延策略。
- 15. 2019年12月開始,亞洲地區爆發嚴重的肺炎疫情,新型的 GODIV-19 病毒來勢兇猛,蔓延至全球各國,該病毒傳染方式主要為人與人間的飛沫、接觸傳染,掀起個人、企業乃至國際社會各國間的緊張,也引發全民搶購口罩的恐慌。為因應國人口罩供不應求之問題,政府開始徵用國內口罩工廠所生產一般醫用口罩及外科手術口罩。健世里公司於 2020年1月31日收到政府之徵用書後,位於彰化的工廠開啟全線24小時生產模式,並已緊急聘僱短期員工日夜趕工製造口罩,極大化產能以求為防疫做出奉獻。
- 16. 健世里公司於2020年2月1日再告知綠騎士公司,其已努力尋找廠房,卻因附近地區租金飆漲,遍尋不著適合的地點,若須遷往租金更便宜之地區或將工廠外移,勢必須資遣大量當地員工,且重新遷移及安裝設備會讓口罩生產出現空窗期,造成產能停滯,恐成為國人防疫保護網之缺口,故健世里公司願意在其財務所能負擔之限度內,提高續約租金至每年300萬元,希望於租約到期後至少能夠繼續承租彰化工廠至2020年年底,以利持續不間斷地大量生產口罩供政府徵用,提供給第一線醫護人員及社會大眾,減少肺炎疫情在台灣擴散之機會,然而未獲綠騎士公司積極回應。

- 17. 綠騎士公司決定於 2020 年 3 月 25 日召開董事會,決議是否將租予健世里公司之 土地廠房,於租約到期後改租給彼得公司。健世里公司之退休老董事長游艾辛輾 轉得知此一消息,便立刻親自撥電話給普若達,希望綠騎士公司看在兩家是舊相 識的情份上,能在非常時期伸出援手,同時告知若彰化工廠停工,不管對健世里 公司、其員工或政府防疫努力都會影響甚鉅。
- 18. 早在 2020 年年初,普若達自大陸出差回台之同事口中得知肺炎疫情日益惡化,基於過去 SARS 經驗,預見短期內口罩恐供不應求,在政府宣布全面徵用醫療級口罩之前,就曾私下向健世里公司索取 100 盒口罩贈送給其家人親友,但遭健世里公司以產線均已滿載,必須先供應客戶急單,實無多餘貨量可提供為由拒絕。普若達認為健世里公司長期享受租金優惠,卻不知感激回報,因此接獲游艾辛來電時僅以一句:「我只是董事之一,我也只遵照董事會決議之結果」回覆,但私下向其友好之董事甄任德談及游艾辛來電一事,曾表示:「之前要跟健世里公司微幅調漲租金它不同意,且口罩一盒都不給我們,健世里公司人情淡薄,即便現在沒人要租,我們都要收回!」
- 19. 另一方面,彼得公司基於挖礦業務能夠帶來之鉅額獲利,在獲知綠騎士公司將召開董事會討論租約,且健世里公司出動退休老董事長游艾辛對普若達動之以情後,乃向綠騎士公司表示有意將月租金再提高至 120 萬元,但仍只會簽署一年期短期租約。彼得公司更私下向普若達表示,彼得公司知道普若達對於金融科技、數位貨幣等領域頗有興趣,且覺得普若達的個人公益形象對彼得公司之商譽有正面助益,故彼得公司願意於新租約簽訂後,提供普若達及其友好之董事甄任德個人,分別投資彼得公司 5%股份之機會。普若達欲將此消息透過手機通訊軟體告訴甄任德時,不慎誤傳給郝治然,事實上,此交易至本案準備程序終結時,均尚未發生。
- 20. 在 2020 年 3 月 25 日之綠騎士公司董事會上,代表天蒂寶公司執行董事職務之郝治然大力反對將土地廠房改租給彼得公司,並表示依據公司法第 193 條,董事會執行業務應依照公司章程,故綠騎士公司應遵守章程規定之企業社會責任,為政府防疫盡一份心力,其也提醒虛擬貨幣交易將耗用可觀的用電量,彼得公司經營數位礦場乃高耗能之產業,不符合綠騎士公司之企業經營方向,並提醒綠騎士公司在與天蒂寶公司所簽署之認購協議書下應負之 CSR 承諾事項義務。其他贊成不與健世里公司續約之董事甄仕德則強調:「本人贊成先以高額租金來彌補公司自2017 年以來財務虧損之情形,公司有營收方能永續發展繼續回饋社會,若公司倒閉,就什麼社會責任都不用談了!」
- 21. 由於綠騎士公司董事會成員爭執激烈,為顧及與天蒂寶公司間之和諧關係,普若達遂提議採取折衷作法,且普若達以為健世里公司其實不值得同情,但因收回土

地廠房需要健世里公司配合,故乃提議將與健世里公司之租約延長數月以為寬限。董事會當日最後仍通過將土地廠房改租予彼得公司,惟決議暫緩改租時點,將與健世里公司之租約依原訂租金延長至2020年6月30日終止,並訂於2020年7月1日與彼得公司簽訂租約,租金調整為每月120萬元,租期自簽約日起一年,期滿後彼得公司享有優先承租之權利。郝治然代表天蒂寶公司對本改租議案表示異議,並明確記載於董事會議事錄中。

- 22. 彼得公司對於延後簽約日及起租日表示非常不滿,且為免日後仍有變數,要求於新租約中增訂:「出租人聲明、保證暨承諾,出租人出租系爭房地,已經出租人董事會之必要合法授權,且出租人不得於租賃期間任意終止租約,如嗣後因可歸責於出租人之事由,包括但不限於董事會決議經法院撤銷或確認無效,導致本租約遭提前終止時,承租人得向出租人請求相當於12個月月租金之懲罰性違約金。」綠騎士公司未表示其他意見而接受。
- 23. 綠騎士公司於董事會決議後即以書面告知健世里公司此一決定,並請其於 2020 年 6 月 30 日租約延長期間屆滿時,將土地廠房依原狀返還予綠騎士公司。普若達於 2020 年 3 月底接受媒體採訪時主動談到,為改善公司之財務結構,確保公司能夠持續捐助款項贊助節能減碳相關活動,綠騎士公司必須將公司資產做最有效之利用,萬不得已才選擇改與彼得公司簽約,且已考量防疫需求,而延長與健世里公司之租約三個月,更強調綠騎士公司並非提前終止與健世里公司之租約,而是在十年租約屆期後才決定不辦理續租。
- 24. 2020年3、4月間國際上肺炎確診及死亡病例持續上升,歐洲、美國、亞洲其他國家甚至非洲也都開始大規模感染,整體疫情有如脫韁野馬般持續延燒,台灣之防疫工作緊張,絲毫無法鬆懈。健世里公司之口罩生產量佔全台生產量前五名,國內外專家學者們預估相關疫苗的研發最快要2020年8月後才會有初步臨床結果,若各大口罩工廠的生產在接下來半年內有任何空窗期,勢必將使國內口罩短缺的問題更加惡化。
- 25. 彰化工廠即將轉租給彼得公司之消息一出,引發社會大眾譁然,再加上先前尹正赫爆鞋事件延燒,綠騎士公司善盡企業社會責任之形象飽受質疑,媒體還利用健世里公司員工所上傳關於游艾辛先前在告知員工彰化工廠即將被迫關閉時聲淚俱下的臉書影片大肆炒作,導致鄉民與消費者接連發起拒買 MLS 運動鞋活動。綠騎士公司股票於興櫃市場的交易價格於 2020 年 4 月 9 日起均低於每股 10 元面額,遠低於天蒂寶公司當初投資之每股價格,且至本案準備程序終結時,交易價格均未回漲。
- 26. 天蒂寶公司於 2020 年 4 月 10 日對綠騎士公司發出通知,表示:綠騎士公司董事

會決議改租一事已違反公司章程,其決議無效,天蒂寶公司保留請求損害賠償之權利;且 MLS 運動鞋產品之生產及廣告行為已違背 2017 年 4 月間雙方電子郵件往來之承諾,亦違反認購協議書之 CSR 聲明保證事項及 CSR 承諾事項; 2020 年 3 月 25 日綠騎士公司董事會決議改租廠房予彼得公司的決定,則違反認購協議書之 CSR 承諾事項,罔顧社會公益及普世人權,亦不符合社區參與等利害關係人利益,故其欲行使賣回權,要求綠騎士公司買回全部天蒂寶公司所持有綠騎士公司之特別股份。綠騎士公司於收到上開通知後,除強調上述作為均係追求公司財務健全之必要作法,若公司持續虧損亦無法履行社會責任,希望天蒂寶持續支持公司攜手向前外,未對賣回權行使作出任何回應。

- 27. 天蒂寶公司認為,綠騎士公司先是對其隱瞞 MLS 環保材質成分一事,後又堅持改租工廠給高耗能產業彼得公司,似乎是濫用綠色企業包裝的偽君子。天蒂寶公司遂於 2020 年 4 月 28 日以綠騎士公司為被告,向台北地方法院起訴,主張:
 - (1) 依公司法第 193 條,請求法院確認 2020 年 3 月 25 日綠騎士公司將彰化廠房改租給彼得公司之董事會決議,因違反公司章程第 4 條之 1 及民法第 148 條之規定,應為無效。
 - (2) 依認購協議書中之賣回權條款,請求被告應給付原告新台幣1億8千萬元及法 定遲延利息。
- 28. 本案經台北地方法院開庭行準備程序後,原告及被告均不爭執上述全部事實,亦不 爭執本案法院具有管轄權。法院整理本案爭點如下:
 - (1) 被告董事會於 2020 年 3 月 25 日所為將彰化土地廠房改租給彼得公司之決議是 否有效?
 - a. 原告起訴確認董事會決議無效,有無確認利益?
 - b. 此項決議是否因違反章程第4條之1而無效?
 - c. 此項決議是否違反民法第 148 條而無效?
 - (2) 原告目前有關賣回權條款之訴之聲明內容是否妥適?有無須調整之處?
 - (3) 原告下列有關賣回權之主張,是否有理由:
 - a. 原告得否以被告宣稱 MLS 運動鞋之環保成分已達到原料之 30%,但實際上並非屬實一事,違反 2017 年 4 月間之電子郵件及認購協議書第 6.7 條 (聲明保證事項)為由,主張行使認購協議書第 3 條之賣回權?
 - b. 原告得否以被告並未履行改善 MLS 運動鞋之環保成分比例之承諾,違反 2017 年 4 月間之電子郵件及認購協議書第 8.2 條(承諾事項)為由,主張 行使認購協議書第 3 條之賣回權?
 - C. 原告得否以被告將彰化廠房改租給彼得公司之行為,違反認購協議書第8.2 條(承諾事項),主張行使認購協議書第3條之賣回權?
- 29. 法院要求兩造於言詞辯論前,針對上述爭點,由原告提出載有訴之聲明之言詞辯論

意旨狀,並由被告提出載有答辯聲明之言詞辯論意旨狀;行言詞辯論時,法院得當場指定全部或部分之爭點,命雙方進行辯論。

附件

- 1. 綠騎士公司章程
- 2. 綠騎士公司與天蒂寶公司往來郵件
- 3. 認購協議書
- 4. 綠騎士公司董事會議事錄

綠騎士股份有限公司 公司章程

第一章 總則

第一條: 本公司依照公司法規定組織之,定名為綠騎士股份有限公司。

第二條: 本公司所營事業如下

F104110 布疋、衣著、鞋、帽、傘、服飾品批發業 F204110 布疋、衣著、鞋、帽、傘、服飾品零售業

I501010 產品設計業 F401010 國際貿易業 H703100 不動產租賃業

ZZ99999除許可業務外,得經營法令非禁止或限制之業務

第三條: 本公司設於台北市,必要時經董事會之決議得在國內外設立分公司。

第四條: 本公司之公告方法依照公司法第28條規定辦理。

第四條之一: 公司於投入營運、生產、管理等商業活動中,應以合乎公益目的之商

業模式解決社會問題,落實社會回饋,於營利之外,同時應善盡企業

社會責任,並盡最大努力兼顧永續發展。

第二章 股份

第五條: 本公司資本總額定為新台幣500,000,000整,分為50,000,000股,每股面額

新台幣10元,得分次發行普通股或特別股。

第五條之一: 本公司甲種特別股之權利義務及其他重要發行條件如下:

一、 特別股股息以年利率百分之五為上限,按每股發行價格計算,股 息每年以現金一次發放,於每年股東常會承認財務報告後,由董 事會訂定基準日支付前一年度得發放之股息。發行年度及收回年 度股息之發放,按當年度實際發行日計算。

二、 特別股股東分派本公司賸餘財產之順序優先於普通股股東,但以 不超過發行金額為限。

三、 除本公司章程或法令另有規定外,甲種特別股股東於股東會各議 案均有表決權與選舉權。每一甲種特別股所得行使之表決權與選 舉權,應以本章程第七條規定於當次股東常會或股東臨時會之停 止過戶期間首日為基準日,就每一甲種特別股得轉換為普通股後 股數之比例計算每一普通股享有一表決權。

- 四、 甲種特別股得隨時依每一股甲種特別股轉換為一股普通股之比率,轉換為普通股。甲種特別股轉換成普通股後,其權利義務與 普通股相同。
- 五、 如於甲種特別股股東依甲種特別股股東及本公司於2017年6月16 日簽訂之股份認購協議書第三條規定行使賣回權時,本公司應以 甲種特別股發行價格計算之每股價格,乘以甲種特別股股東所賣 回之甲種特別股股數,贖回甲種特別股股東賣回之甲種特別股股 數。關於本公司贖回甲種特別股之其他細節事項,應依照甲種特 別股股東及本公司於2017年6月16日簽訂之股份認購協議書第三 條規定執行之。

第六條: 本公司股票概為記名式,其發行依照公司法第161-1條規定辦理。

第七條: 股東名稱記載之變更,自股東常會開會前六十日內,股東臨時會開會前

三十日內,或公司決定分派股息及紅利或其他利益之基準日前五日內,

不得為之。

第三章 股東會

第八條: 股東會分常會及臨時會二種,常會每年至少召集一次,於每會計年度終

了後六個月內由董事會依法召開之;臨時會於必要時依法召集之。

第九條: 股東得於股東會出具委託契約或公司印發之委託書,載明授權範圍,委

託代理人,出席股東會。一股東以出具一委託書並以委託一人為限,委託書有重複時,以最先送達者為準。但聲明撤銷前委託者,不在此限。

委託書送達公司後,股東欲親自出席股東會或欲以書面或電子方式行使 表決權者,應於股東會開會二日前,以書面向公司為撤銷委託之通知;

逾期撤銷者,以委託代理人出席行使之表決權為準。

除信託事業或經證券主管機關核准之股務代理機構外,一人同時受二人 以上股東委託時,其代理之表決權不得超過股份總數表決權之百分之三,

其超過之表決權不予計算。

第十條: 本公司股東每股有一表決權,但公司依法自己持有之股份,無表決權。

股東以書面或電子方式行使表決權者,其意思表示應於股東會開會二日前送達公司,意思表示有重複時,以最先送達者為準。但聲明撤銷前意

思表示者,不在此限。

股東以書面或電子方式行使表決權後,欲親自出席股東會者,應於股東會開會二日前,以與行使表決權相同之方式撤銷前項行使表決權之意思

表示;逾期撤銷者,以書面或電子方式行使之表決權為準。

股東以書面或電子方式行使表決權,並以委託書委託代理人出席股東會

者,以委託代理人出席行使之表決權為準。

第十一條: 股東會之決議,除本公司章程或法令另有規定外,應有代表已發行股份

總數過半數股東之出席,以出席股東表決權過半數之同意行之。

出席股東如有不足前項定額而有代表已發行股份總數三分之一以上之股 東出席時,以出席股東表決權過半數之同意,為假決議,並將假決議通 知各股東,於一個月內再行召集股東會,對於假決議仍有已發行股份總 數三分之一以上股東出席,並經出席股東表決權過半數之同意時,視同 第一項之決議。

第四章 董事及監察人

第十二條: 本公司設董事三至五席,監察人一席,任期均為三年,由股東會就有行

為能力之人中選任,連選得連任。

第十三條: 董事會由董事組織之,由三分之二以上之董事出席及出席董事過半數之

同意互推董事長一人,董事長對外代表本公司。

第十四條: 董事會應至少每季召開一次。本公司董事會之召集,應載明事由,於開

會七日前通知各董事及監察人;但遇有緊急情事時,得隨時召集之。董

事會召集通知得以書面、電子郵件或傳真方式為之。

第十五條: 董事長請假或因故不能行使職權時,其代理依公司法第208條規定辦理。

第十六條: 董事因故不能出席董事會時,得出具委託書委託其他董事代理出席,但

以代理一人為限。董事會開會時,如以視訊會議為之,其董事以視訊參

與會議者,視為親自出席。

第十七條: 全體董事及監察人之報酬,由股東會議定之。不論營業盈虧得依同業通

常水準支給之。

第五章 經理人

第十八條: 本公司得設經理人,其委任、解任及報酬,依照公司法第29條規定辦理。

第六章 會計

第十九條: 本公司每屆會計年度終了後,董事會應編造營業報告書、財務報表及盈

餘分派或虧損撥補之議案,交監察人查核後,並提請股東常會承認。

第二十條: 公司年度如有獲利,應提撥不低於百分之五為員工酬勞,另得提撥不高

於百分之一為董監酬勞。但公司尚有累積虧損時,應先預留彌補虧損數。

第廿一條: 公司年度總決算如有盈餘,應先提繳稅款,彌補累積虧損,次提百分之

十為法定盈餘公積,但法定盈餘公積已達資本總額時不在此限,其餘除

派付股息外,如尚有盈餘,再由股東會決議分派股東紅利。

第七章 附則

第廿二條: 本公司組織規程及辦事細則由董事會另定之。

第廿三條: 本章程未盡事宜悉依照公司法之規定辦理。

第廿四條: 本章程訂立於中華民國九十八年六月一日。

第一次修訂於中華民國九十九年六月十五日。

第二次修訂於中華民國一○一年六月十五日。

第三次修訂於中華民國一○二年六月十五日。

第四次修訂於中華民國一○三年六月十五日。

第五次修訂於中華民國一○四年六月十五日。

第六次修訂於中華民國一○五年六月十五日。

第七次修訂於中華民國一○六年六月一日。

第八次修訂於中華民國一○六年八月三十一日。

第九次修訂於中華民國一○七年六月十五日。

第十次修訂於中華民國一○八年六月十五日。

第十一次修訂於中華民國一○九年六月十五日。

綠騎士股份有限公司

董事長: 普若達

附件 2

From: Wing Young [mailto: WingY@greenknight.com]

Sent: Monday, April 17, 2017 7:49 PM

To: XiaoMing Huang

Subject: Re: Follow-up Questions re DD

Dear Xiao Ming,

Your message is duly noted.

We are confident that we will meet the next milestone within around 6 months from now, of which we will keep you abreast of. And again, we promise that we will increase the percentage of eco-friendly materials in MLS sports shoes to 50% or even higher based on technical and commercial feasibility.

Cheers, Wing Young

Vice President Green Knight Co., Ltd. 8F, No. 1234, Sec. 4, Zhongxiao E. Rd. Taipei 11072, Taiwan, R.O.C.

T: +886-2-2715-5987

E-mail: www.greenknight.com

From: XiaoMing Huang [mailto:Xmhuang@angelearthbaby.com]

Sent: Monday, April 17, 2017 11:50 AM

To: Wing Young

Subject: RE: Follow-up Questions re DD

Dear Wing,

Thanks for the clarification. We take note of your trade secrets response relating to the testing report, though we feel a bit disappointed.

We think unless the eco-friendly materials contained in the MLS sports shoes reach at least 50%, the MLS sports shoes should not be claimed as "the most green sports shoes in Taiwan".

We understand that it may take some time to develop the technology to reduce the costs of MLS materials, so please keep us posted on the progress and the schedule regarding the increase of the percentage of eco-friendly materials in MLS sports shoes,

Best regards, XiaoMing Huang

APAC General Counsel

Angelearthbaby Investment, Inc.

PO Box 59487 KY1-1209, Seven Mile Beach

Grand Cayman, KY1-1209 Cayman Islands

T: +1 (345) 943-9487

E: www.angelaearthbaby.com

From: Wing Young [mailto: WingY@greenknight.com]

Sent: Friday, April 14, 2017 13:32 PM

To: XiaoMing Huang

Subject: Re: Follow-up Questions re DD

Dear Xiao Ming,

Thank you for your email.

We certainly understand your concern. As you may be aware, the MLS materials are processed by our exclusive technology and thus are our trade secrets. Therefore, we apologize that we are not able to share the eco-friendly materials testing report in relation to the MLS sports shoes with you. However, based on our latest progress, there is at least 30% of eco-friendly materials contained in the MLS sports shoes now.

And while the production cost of the MLS materials is still quite high at the current stage, please be assured that we will work relentlessly to keep improving our technology in order to contain an increased amount of eco-friendly materials in our MLS sports shoes, to the extent commercially and technologically feasible.

Being the leader of this market, we firmly believe that the MLS sports shoes represent the promising future of green sports products.

We hope the above clarifies your concern. Please feel free to let us know if you have any questions.

Cheers, Wing Young

Vice President
Green Knight Co., Ltd.
8F, No. 1234, Sec. 4, Zhongxiao E. Rd.
Taipei 11072, Taiwan, R.O.C.
T: +886-2-2715-5987

E-mail: www.greenknight.com

From: XiaoMing Huang [mailto:Xmhuang@angelearthbaby.com]

Sent: Thursday, April 13, 2017 6:23 PM

To: Wing Young

Subject: Follow-up Questions re DD

Dear Wing,

We greatly appreciate the cooperation from the company side during the legal due diligence. While we are still in the middle of our DD exercise, we would like to clarify one issue about the marine life

skeleton material (MLS) sports shoes.

We learned that Green Knight has been working on the R&D of eco-friendly materials and is eager to introduce the eco-friendly sports products to the market. And a milestone of such goal is that Green Knight has launched the MLS sports shoes (which were claimed as "the most green sports shoes in Taiwan") a few months ago. As you know, we support all kinds of green products, and so we are thrilled to see the creation of the MLS sports shoes by you.

However, one thing that alerted us is that, based on our preliminary due diligence findings, a substantial part of the materials used for the manufacturing of MLS shoes is still virgin plastic, and it appears that there is still approximately 80% or more virgin plastic used in the MLS sports shoes.

In this connection, could you share with us a copy of the eco-friendly materials testing report in relation to the MLS sports shoes so that we can verify the percentage of the eco-friendly materials contained in the MLS sports shoes? Please note that this information is crucial to our board's investment decision-making process.

We hope that Green Knight understands our concern, and we look forward to hearing your thoughts on this.

Best regards, XiaoMing Huang

APAC General Counsel

Angelearthbaby Investment, Inc.

PO Box 59487 KY1-1209, Seven Mile Beach Grand Cayman, KY1-1209 Cayman Islands

T: +1 (345) 943-9487

E: www.angelaearthbaby.com

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is executed as of June 16, 2017, by and among:

- (a) **Green Knight Co., Ltd.** (綠騎士股份有限公司), a company duly incorporated under the laws of the Republic of China ("**ROC**" or "**Taiwan**") and having its registered address at 8F, No. 1234, Sec. 4, Zhongxiao E. Rd., Taipei 11072, Taiwan, R.O.C. (the "**Company**"); and
- (b) Angelearthbaby Investment, Inc. (夭蒂實投資公司), a company duly incorporated under the laws of Cayman Islands and having its registered address at PO Box 59487 KY1-1209, Seven Mile Beach, Grand Cayman, KY1-1209 Cayman Islands (the "Buyer").

The Buyer and the Company, each a "Party" and collectively, the "Parties".

RECITALS

WHEREAS, the Company is a company traded at the emerging market in Taiwan, and is engaged in the manufacturing and sales of sports goods and equipment and gear;

WHEREAS, the Buyer is a leading international investment firm focusing its investment in the environmental-friendly and sustainable businesses worldwide;

WHEREAS, the Buyer intends to subscribe and purchase 6,000,000 preferred shares to be issued by the Company and the Company intends to issue and sell such 6,000,000 preferred shares to the Buyer on the terms and conditions hereof; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree the following terms and conditions.

1. Definitions.

The following terms shall have the meanings ascribed to them below:

"Business Day" means any day (other than a Saturday or Sunday or statutory holidays in Taiwan) on which banks are generally open for business in Taiwan.

"Closing" means the consummation of the transfer of the Purchasing Shares.

"Closing Date" means the date of Closing.

"FIA" shall mean the foreign investment application to be submitted by the Buyer to the Investment Commission of the Ministry of Economic Affairs for the purchase of the Purchasing Shares from the Company as provided herein.

"Law(s)" means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any governmental authority and any injunction, judgment, order, ruling, assessment or writ issued by any governmental authority.

"Material Adverse Effect" means any (a) event, occurrence, fact, condition, change or development that has had or reasonably would be expected to have a material adverse effect on the business, operations, value, financial, operating results, prospects, or other condition, assets or liabilities of the Company, either individually or taken as a whole; (b) material impairment of the ability of the Company to perform their respective obligations hereunder or under any other ancillary agreements, as applicable; or (c) change, event or effect that is or would reasonably be expected to have a material and adverse effect on the legality, validity or enforceability of this Agreement or any ancillary agreements.

"**Transaction**" means the transaction contemplated under this Agreement.

2. Share Purchase and Closing.

- 2.1 Sale and Purchase of the Purchasing Shares. Subject to the terms and conditions of this Agreement, at the Closing, the Buyer agrees to subscribe and purchase from the Company 6,000,000 preferred shares of par value NT\$10 (the "Purchasing Shares") each to be issued by the Company at NT\$30 per preferred share (the "Purchase Price") and the Company intends to issue and sell the Purchasing Shares to the Buyer. The total amount of the purchase price for the Purchasing Shares is NT\$180,000,000 (the "Total Purchase Price").
- **Closing.** The purchase and sale of the Purchasing Shares shall take place remotely via the exchange of documents and signatures within two Business Days upon the satisfaction or waiver of all the closing conditions set forth herein, or at such other time and place as the Company and the Buyer mutually agree upon in writing.

2.3 Delivery.

- (a) At the Closing, the Buyer shall deliver to the Company the Total Purchase Price, which shall be paid in the form of wire transfer of immediately available funds to the bank account designated by the Company in writing.
- (b) At the Closing, the Company shall deliver to the Buyer:
 - (i) a share certificate representing the Purchasing Shares that is registered in the Buyer's name; and

(ii) a copy of the shareholder roster of the Company, reflecting the Purchasing Shares being purchased by the Buyer.

3. The Buyer's Put Option.

- **3.1 Exercise of Put Option.** Notwithstanding anything to the contrary contained herein, under either of the following circumstances, the Buyer has the right, but not the obligation, to require the Company to redeem the whole or part of the Purchasing Shares pursuant to the procedure specified in this Section 3 (the "**Put Option**"):
 - (a) the Company is in breach of any of its representations and warranties made under Section 6.6 or Section 6.7 herein; or
 - (b) the Company is in breach of any of its covenants or undertakings made under Section 8.2 herein.

The Parties hereby expressly acknowledge that the Buyer's exercise of its Put Option to sell back the Purchasing Shares shall not affect or compromise the Buyer's rights under any other provisions herein or its rights to claim damages.

- 3.2 Purchase Price of the Put Shares. The Company shall, within ten (10) business days or such other days as promptly as legally possible following its receipt of the Buyer's written notice requiring the Company to redeem the Purchasing Shares (the "Put Notice"), purchase such number of the Purchasing Shares identified in the Put Notice (the "Put Shares") at the same Original Purchase Price per Put Share (collectively, the "Redemption Price") (the "Put Option Transaction").
- **3.3 Put Option Transaction Closing.** At the closing of the Put Option Transaction, the Company shall pay the Redemption Price, by wire transfer of the funds in NT\$ to the bank account as designated by the Buyer, and the Buyer shall deliver the share certificates representing the applicable Put Shares:
- 3.4 Put Option Transaction Closing Condition. The closing of the Put Option Transaction shall be conditioned upon the Buyer's obtaining the approval of the Investment Commission of the Ministry of Economic Affairs for the Buyer's transfer and delivery of the applicable Put Shares to the Company. The Company shall make best efforts to assist the Buyer with such application process as reasonably requested by the Buyer.

4. Conditions to the Buyer's Obligations at the Closing.

The obligation of the Buyer to purchase the Purchasing Shares at the Closing, unless otherwise waived by the Buyer, is subject to the fulfilment, to the satisfaction of the Buyer on or prior to the Closing Date, of the following conditions, except for those with a specified date, on or prior to such specified date:

4.1 Representations and Warranties. With respect to the Closing, the representations and warranties made by the Company in Section 6 shall be true

and correct when made, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of the Closing Date or any such date specified in the representations and warranties, subject to changes contemplated by this Agreement.

- **4.2 FIA**. Buyer shall have obtained the FIA approval and all other government approvals, if any, as may be required in connection with the Transaction.
- **4.3 Due Diligence**. The Buyer shall have completed a due diligence review on the business, legal (including any compliance matters related to anti-corruption and anti-bribery), financial and tax aspects of the Company and the results are satisfactory to the Buyer as of the Closing Date.
- **4.4 No Material Adverse Effect.** Since the date of this Agreement and until the Closing Date, there shall have been no event, change, development, condition or circumstance constituting or giving rise to a Material Adverse Effect.

5. Conditions to the Company's Obligations at the Closing.

The obligation of the Company to issue and sell the Purchasing Shares at the Closing, unless otherwise waived by the Company, is subject to the fulfilment, to the satisfaction of the Company on or prior to the Closing Date, of the following conditions, except for those with a specified date, on or prior to such specified date:

5.1 Representations and Warranties. With respect to the Closing, the representations and warranties made by the Buyer in Section 7 shall be true and correct when made, and shall be true and correct as of the Closing Date with the same force and effect as if they had been made on and as of the Closing Date or any such date specified in the representations and warranties, subject to changes contemplated by this Agreement.

6. Representations and Warranties of the Company

The Company hereby represents and warrants to the Buyer that the following statements are true, correct, complete and not misleading as of the date of this Agreement and will continue to be true, correct, complete and not misleading as of the Closing Date.

- **6.1 Organization and Qualification.** The Company is a corporation duly organized, validly existing under the laws of Taiwan and has all requisite corporate power and authority to carry on its business as presently conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in applicable jurisdictions.
- **6.2 Legal Capacity**. The Company is duly organized, validly existing and, if applicable, in good standing under the laws of Taiwan, and has the legal right and full power to conduct its business as such business is currently being conducted, and has full legal capacity and all requisite power and authority to execute and deliver this Agreement, and to carry out the provisions of this

Agreement and is not under any prohibition or restriction, contractual, statutory or otherwise against doing so.

- 6.3 Compliance with Laws. (i) There are presently no existing circumstances that are likely to result in any violation of or liability under any applicable Laws or other requirements relating to the assets, liabilities, results of operation, condition, financial or otherwise, or prospects of the Company; and (ii) the Company has not received any written or oral notification of any asserted present or past failure by the Company to comply with such laws, rules or regulations, or contracts or agreements.
- **6.4 Litigation.** There is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body or, to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or employees of the Company arising out of his or her consulting, employment or board relationship with the Company, that could cause a Material Adverse Effect to the Company, or could otherwise materially impact the validity of this Agreement and the Transaction.

6.5 Financial Statements.

- (a) The Company has delivered to the Buyer its latest audited financial statements (collectively, the "Financial Statements"). Such Financial Statements: (i) are in accordance with the books and records of the Company; and (ii) are true, correct and complete and present fairly the financial condition of the Company at the date or dates therein indicated and the results of operations for the period or periods therein specified.
- (b) Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business, and (ii) obligations under contracts and commitments incurred in the ordinary course of business.
- 6.6 Environmental Matters. The Company is, in all material respects, in compliance with all applicable Laws relating to the health, safety and environment (HSE) regulation, protection of the environment or protection of natural resources, including without limitation, the Air Pollution Control Act, the Water Pollution Control Act, Waste Disposal Act, Toxic and Chemical Substances Control Act ("Environmental Laws"), which compliance includes obtaining, maintaining and complying with all permits and approvals and monitoring process required under applicable Environmental Laws to operate its business. The Company has not received notice of any pending action or, to the knowledge of the Company, threatened action alleging noncompliance with or potential liability under Environmental Laws. Any and all the manufacturing plants owned or leased by the Company comply with all applicable Laws in respect of safety and quality.

- **6.7 Corporate Social Responsibility.** During the production and manufacturing process, the Company has honored its corporate social responsibility, implemented the environmental, social and governance standards, adopted the eco-friendly production process and used eco-friendly materials, and complied with all the applicable major environmental laws and regulations.
- 6.8 No Other Representations or Warranties. Except as otherwise expressly set forth in this Section 6 of this Agreement, the Company expressly disclaims any representations or warranties of any kind or nature, statutory, express or implied, including any representation or warranty as to the accuracy or completeness of any information regarding the Company made available to the Buyer or its representatives, including its condition (financial or otherwise) or prospects, business, or operation, and any information, documents or material made available to the Buyer in the data room, management presentations or in any other form in expectation as the transaction contemplated hereby or as to the condition, value or quality of the business of the Company.

7. Representations and Warranties of the Buyer

The Buyer hereby represents and warrants to the Company that the following statements are true, correct, complete and not misleading as of the date of this Agreement and will continue to be true, correct, complete and not misleading as of the Closing Date.

- **7.1 Organization and Qualification.** The Buyer is a company incorporated and validly existing under the laws of the Cayman Islands, and has all requisite corporate power and authority to carry on its business as now conducted and to invest in the Company by purchasing the Purchasing Shares contemplated hereunder.
- **7.2 Authorization.** This Agreement will constitute a valid and legally binding obligation of the Buyer, subject to, as to enforcement of remedies, applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally.

8. Covenants, Undertakings and other Agreements

- **8.1 General**. Subject to the terms of this Agreement, each Party shall use best endeavours to take, or cause to be taken, all actions and do all things necessary, proper or advisable in order to consummate and make effective the transaction contemplated by this Agreement.
- 8.2 Corporate Social Responsibility. During the production, manufacturing and sales process, the Company shall comply with all applicable laws, and shall strike a proper balance between or among the corporate governance, environmental protection, human rights, community engagement, employees' welfare, shareholders' rights, relationship with the upstream and downstream manufacturers, and relationship with the customers. The Company undertakes to, by taking the interest of all stakeholders into account, year by year promote

- the efficacy of the corporate governance, sustainable development and environment protection.
- **8.3 Survival of Representations and Warranties.** The representations and warranties contained in Section 6 hereof shall survive the Closing.

9. Miscellaneous

- **9.1 Governing Law.** This Agreement will be governed by and construed under the laws of Taiwan without giving effect to any choice of law or conflict of law provision or rule thereof.
- **9.2 Dispute Resolution**. Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the Taiwan Taipei District Court as the court of the first instance.
- **9.3 Amendment**. Any term of this Agreement may be amended only with the written consent of the Parties.
- **9.4 Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

BUYER:	Angelearthbaby Investment, Inc. (天蒂寶投資公司)
	By: Name: Angel Amelia Hudson Title: Chairman
COMPANY:	Green Knight Co., Ltd. (綠騎士股份有限公司)
	By: Name: Purata Green Giant Title: Chairman

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first

written above.

綠騎士股份有限公司 第4屆第2次董事會議事錄

時間:中華民國 109 年 3 月 25 日 15 時 0 分 **地點:**台北市忠孝東路四段 1234 號 8 樓

主席:董事長普若達 紀錄:龍麥可

出席董事: 董事長普若達

董事 Angelearthbaby Investment Company Limited (天蒂寶投資公司)

(自然人代表:郝治然)

董事甄仕德 董事程德思 董事何貝登

列席人員: 監察人林華倫

董事長普若達擔任主席,主席宣布出席人數達法定及章程規定,宣布開會。

報告事項:無

討論事項

- (1) 上次會議保留之討論事項:無。
- (2) 本次會議之討論事項:

第一案

案 由: 為將原出租予健世里股份有限公司(下稱「健世里公司」)之彰化縣土 地廠房改出租予彼得庫幣科技股份有限公司(下稱「彼得公司」),謹 提請 討論。

說 明:

- 1. 本公司自 2010 年 4 月 1 日起,以每年新台幣(下同)200 萬租金為對價,將本公司所有之彰化縣土地廠房(下稱「彰化土地廠房」)出租予健世里公司作為醫療口罩製造與生產之用。本公司與健世里公司之租約將於2020年3月31日屆至,健世里公司欲以每年300萬元之租金續租,續約租期為五年。
- 2. 另一方面,經營數位貨幣投資之彼得公司則欲以每月 120 萬元,向本公司承租彰化土地廠房,以設置挖礦電腦設備,租賃期限為一年,且期滿後彼得公司仍有續租可能。
- 3. 依據 2019 年市場第三方調查報告顯示,由於近年來受惠離岸風電產業之土地需求,彰化沿岸地區類似規模土地之市面租金價格已漲到每

年 1,000 萬元租金之水準,故健世里公司之續約條件遠較市場行情為低。此外,本公司自 2017 年以來,為生產具有環保材質之 MLS 運動鞋,每年均必須承受物料與研發技術等高額成本,導致財務上持續產生虧損情形,今年 1 月初又發生 MLS 運動鞋代言球星之爆鞋事件,已開始對 MLS 運動鞋之營收產生影響。故本公司如能出租彰化土地廠房予彼得公司,預期將能大幅改善本公司之財務結構,使本公司得以永續經營,繼續回饋社會。

- 4. 惟因 GODIV-19 肺炎疫情仍持續延燒,考量防疫需求,有延長與健世 里公司現有租約之必要,讓健世里公司能夠繼續於彰化土地廠房生產 口罩。
- 5. 提請董事會同意,延長本公司與健世里公司之租約至 2020 年 6 月 30 日止,並自 2020 年 7 月 1 日起,將彰化土地廠房改租給彼得公司,且授權董事長及/或其指定之人代表本公司處理與租賃彰化土地廠房有關之一切必要程序並採取相關必要之行為,包括但不限於準備、簽署、交付及增修所有相關文件及合約。

經提議、附議、出席董事表決如下:

決 議:除董事天蒂寶投資公司聲明異議,表示不贊成將彰化土地廠房改租給彼得公司,而應繼續出租給健世里公司外,其餘三名出席董事同意照案通過。

臨時動議:無

散會