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中關村科技租賃股份有限公司
ZHONGGUANCUN SCIENCE-TECH LEASING CO., LTD.

(a joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 1601)

DISCLOSEABLE TRANSACTION
FACTORING AGREEMENTS

FACTORING AGREEMENTS

The Board hereby announces that on November 19, 2020, the Company entered into the Factoring Agreement II with the Factoring Bank, pursuant to which the Company has agreed to transfer the creditor's rights and relevant rights of the undue Lease Receivables V and Lease Receivables VI under the Finance Lease Agreement V and the Finance Lease Agreement VI, the outstanding lease principals of which are RMB31,821,666 and RMB50,476,061, respectively, to the Factoring Bank, and the Factoring Bank has agreed to receive such creditor's rights and relevant rights and to provide the Company with factoring facilities of approximately RMB68,217,954 and factoring facility services.

Within the past twelve months, on November 25, 2019, the Company entered into the Factoring Agreement I with the Factoring Bank, pursuant to which the Company has agreed to transfer the creditor's rights and relevant rights of the undue Lease Receivables I, Lease Receivables II, Lease Receivables III and Lease Receivables IV under the Finance Lease Agreement I, the Finance Lease Agreement II, the Finance Lease Agreement III and the Finance Lease Agreement IV, the outstanding lease principals of which are RMB21,479,370, RMB33,347,583, RMB21,589,897 and RMB32,342,722, respectively, to the Factoring Bank, and the Factoring Bank has agreed to receive such creditor's rights and relevant rights and to provide the Company with factoring facilities of approximately RMB97,550,139 and factoring facility services.

LISTING RULES IMPLICATIONS

On November 19, 2020, the Company entered into the Factoring Agreement II with the Factoring Bank. As the Factoring Agreement I was entered into with the Factoring Bank within a 12-month period prior to and inclusive of the date of the Factoring Agreement II, the transactions contemplated under the Factoring Agreement I and the Financial Leasing Agreement II will be aggregated as a series of transactions for the Company pursuant to Rule 14.22 of the Listing Rules.

As the highest applicable percentage ratio upon aggregation of the Factoring Agreements is higher than 5% but lower than 25%, therefore, the transactions thereunder constitute discloseable transactions of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

BACKGROUND

The Board hereby announces that on November 19, 2020, the Company entered into the Factoring Agreement II with the Factoring Bank, pursuant to which the Company has agreed to transfer the creditor's rights and relevant rights of the undue Lease Receivables V and Lease Receivables VI under the Finance Lease Agreement V and the Finance Lease Agreement VI, the outstanding lease principals of which are RMB31,821,666 and RMB50,476,061, respectively, to the Factoring Bank, and the Factoring Bank has agreed to receive such creditor's rights and relevant rights and to provide the Company with factoring facilities of approximately RMB68,217,954 and factoring facility services.

Within the past twelve months, on November 25, 2019, the Company entered into the Factoring Agreement I with the Factoring Bank, pursuant to which the Company has agreed to transfer the creditor's rights and relevant rights of the undue Lease Receivables I, Lease Receivables II, Lease Receivables III and Lease Receivables IV under the Finance Lease Agreement I, the Finance Lease Agreement II, the Finance Lease Agreement III and the Finance Lease Agreement IV, the outstanding lease principals of which are RMB21,479,370, RMB33,347,583, RMB21,589,897 and RMB32,342,722, respectively, to the Factoring Bank, and the Factoring Bank has agreed to receive such creditor's rights and relevant rights and to provide the Company with factoring facilities of approximately RMB97,550,139 and factoring facility services.

THE FACTORING AGREEMENTS

The principal terms contained in each of the Factoring Agreements are substantially similar. The principal terms of the Factoring Agreements are summarized as follows:

Date

Factoring Agreement I: November 25, 2019

Factoring Agreement II: November 19, 2020

Parties

- (1) The Company; and
- (2) The Factoring Bank.

After making all reasonable enquiries, to the best of the Directors' knowledge, information and belief, the Factoring Bank and its ultimate beneficial owners are all independent third parties of the Company and its connected persons (as defined under the Listing Rules).

Factoring Facilities

Pursuant to the terms and conditions of the Factoring Agreement I, the Factoring Bank will provide factoring facility services for the Lease Receivables I, Lease Receivables II, Lease Receivables III and the Lease Receivables IV with an aggregate factoring facilities of approximately RMB97,550,139 to the Company. Pursuant to the terms and conditions of the Factoring Agreement II, the Factoring Bank will provide factoring facility services for the Lease Receivables V and the Lease Receivables VI with an aggregate factoring facilities of approximately RMB68,217,954 to the Company.

Financing Term

The term of the Factoring Agreement I and Factoring Agreement II will be no more than 3 years.

Type of Factoring

The recourse right is attached. If any lessees to the Finance Lease Agreement I, Finance Lease Agreement II, Finance Lease Agreement III, Finance Lease Agreement IV Finance Lease Agreement V and Finance Lease Agreement VI fails to fully pay the Lease Receivables I, Lease Receivables II, Lease Receivables III, Lease Receivables IV, Lease Receivables V, and the Lease Receivables VI within the agreed time limit due to credit issues, the Factoring Bank has recourse for a claim against the Company in respect of the outstanding payment.

Transfer of Lease Receivables

The Company has agreed to transfer the creditor's rights and relevant rights of the undue Lease Receivables I, Lease Receivables II, Lease Receivables III, and Lease Receivables IV to the Factoring Bank, with the transfer amount of Lease Receivables I of RMB21,479,370, Lease Receivables II of RMB33,347,583, Lease Receivables III of RMB21,589,897 and Lease Receivables IV of RMB32,342,722. The Factoring Bank has agreed to receive such creditor's rights and relevant rights and provide factoring facility services to the Company. The Company does not separately calculate the profit before and after tax of the Lease Receivables I, the Lease Receivables II, the Lease Receivables III, and the Lease Receivables IV.

The Company has agreed to transfer the creditor's rights and relevant rights of the undue Lease Receivables Lease Receivables V and Lease Receivables VI to the Factoring Bank, with the transfer amount of Lease Receivables V of RMB31,821,666 and Lease Receivables VI of RMB50,476,061. The Factoring Bank has agreed to receive such creditor's rights and relevant rights and provide factoring facility services to the Company. The Company does not separately calculate the profit before and after tax of the Lease Receivables V and the Lease Receivables VI.

Factoring Charge and Interests

The charge for factoring services of Factoring Agreement I amounted to approximately RMB1,373,542. The charge for factoring services shall be paid by the Company to Factoring Bank at the date when the Company receives the factoring facilities. The interest rate applicable to the factoring facilities is 3.79%, being a rate on the day before facility payment date equivalent to the one year loan prime rate announced by the People's Bank of China – 6 basic points (one basic point equal to 0.01%). Factoring facilities interest = factoring facilities balance × factoring facilities interest rate × actual occupancy day/360. The amount of the factoring facilities interest is the same as the amount of interest payable by the lessees under the Lease Receivables I, the Lease Receivables II, the Lease Receivables III, and the Lease Receivables IV of the Finance Lease Agreement I, Finance Lease Agreement II, Finance Lease Agreement III, and Finance Lease Agreement VI, and will be paid by the Company to the Factoring Bank upon receipt of the rent paid by the lessees on each rent payment date.

The charge for factoring services of Factoring Agreement II amounted to approximately RMB513,215. The charge for factoring services shall be paid by the Company to Factoring Bank at the date when the Company receives the factoring facilities. The interest rate applicable to the factoring facilities is 4%, being a rate on the day before facility payment date equivalent to the one year loan prime rate announced by the People's Bank of China + 15 basic points (one basic point equal to 0.01%). Factoring facilities interest = factoring facilities balance × factoring facilities interest rate × actual occupancy day/360. The amount of the factoring facilities interest is the same as the amount of interest payable by the lessees under the Lease Receivables V and the Lease Receivables VI of the Finance Lease Agreement V and Finance Lease Agreement VI, and will be paid by the Company to the Factoring Bank upon receipt of the rent paid by the lessees on each rent payment date.

REASONS AND BENEFITS FOR THE ENTERING INTO THE FACTORING AGREEMENTS

The Factoring Agreements are entered into by the Company in the ordinary and usual course of business, and are conducive to giving full play to the advantages of all parties. Entering into the Factoring Agreements are beneficial for the Company to activate its credit assets, accelerate the circulation of its assets, widen its finance channels, and enhance its development strength.

The terms of the Factoring Agreements (including factoring facilities, charge and interests) were reached among all parties after arm's length negotiation, with reference to prevailing commercial practice.

The Directors are of the view that the terms of the Factoring Agreements are on normal commercial terms, are fair and reasonable and in the interests of the Company and its shareholders as a whole.

INFORMATION ABOUT THE PARTIES

Information about the Company

The Company is a pioneer and a dedicated finance lease company in serving technology and new economy companies in China. As the sole finance lease platform under Zhongguancun Development Group Co., Ltd. (中關村發展集團股份有限公司), the Company offers efficient finance lease solutions and a variety of advisory services to satisfy technology and new economy companies' needs for financial services at different stages of their growth. The Company's finance lease solutions primarily take the form of direct lease and sale-and-leaseback. The Company also delivers a variety of advisory services, including policy advisory and management and business consulting, to help its customers achieve rapid growth.

Information about the Factoring Bank

The Factoring Bank is a joint stock bank which is principally engaged in banking and related financial services.

LISTING RULES IMPLICATIONS

On November 19, 2020, the Company entered into the Factoring Agreement II with the Factoring Bank. As the Factoring Agreement I was entered into with the Factoring Bank within a 12-month period prior to and inclusive of the date of the Factoring Agreement II, the transactions contemplated under the Factoring Agreement I and the Financial Leasing Agreement II will be aggregated as a series of transactions for the Company pursuant to Rule 14.22 of the Listing Rules.

As the highest applicable percentage ratio upon aggregation of the Factoring Agreements is higher than 5% but lower than 25%, therefore, the transactions thereunder constitute discloseable transactions of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms have the following meanings:

“Board”	the board of directors of the Company
“Company”	Zhongguancun Science-Tech Leasing Co., Ltd. (中關村科技租賃股份有限公司), a joint stock company incorporated under the laws of the PRC with limited liability, the H shares of which are listed on the Stock Exchange with stock code of 1601
“Director(s)”	the director(s) of the Company

“Factoring Bank”	Hang Seng Bank (China) Limited (恆生銀行(中國)有限公司), a joint stock bank which is principally engaged in banking and related financial services, and also a subsidiary of Hang Seng Bank Limited, a company listed on the Stock Exchange of Hong Kong Ltd., (stock code: 0011)
“Factoring Agreements”	the Factoring Agreement I and the Factoring Agreement II
“Factoring Agreement I”	the revolving factoring facility agreement entered into between the Company and Factoring Bank on November 25, 2019
“Factoring Agreement II”	the revolving factoring facility agreement entered into between the Company and Factoring Bank on November 19, 2020
“Finance Lease Agreement I”	The finance lease agreement entered into between the Company and a private enterprise located in Chongqing, the PRC, in respect of the lease assets such as shale gas testing equipment, the amount of lease receivables thereunder is RMB21,479,370
“Finance Lease Agreement II”	The finance lease agreement entered into between the Company and a private enterprise located in Hebei, the PRC, in respect of the lease assets such as photovoltaic module product production equipment, the amount of lease receivables thereunder is RMB33,347,583
“Finance Lease Agreement III”	The finance lease agreement entered into between the Company and a private enterprise located in Sichuan, the PRC, in respect of the lease assets such as energy saving equipment, the amount of lease receivables thereunder is RMB21,589,897
“Finance Lease Agreement IV”	The finance lease agreement entered into between the Company and a private enterprise located in Beijing, the PRC, in respect of the lease assets such as engineering laboratory and security monitoring equipment, the amount of lease receivables thereunder is RMB32,342,722
“Finance Lease Agreement V”	The finance lease agreement entered into between the Company and a private enterprise located in Shanxi, the PRC, in respect of the lease assets such as production equipment of cathode materials for ternary batteries, the amount of lease receivables thereunder is RMB31,821,666
“Finance Lease Agreement VI”	The finance lease agreement entered into between the Company and a private enterprise located in Jiangsu, the PRC, in respect of the lease assets such as HVAC manufacturing equipment, the amount of lease receivables thereunder is RMB50,476,061

“independent third party(ies)”	any individual or company not being the connected persons (as defined under the Listing Rules) of the Company, independent of the Company and its connected persons (as defined under the Listing Rules) and not connected with them
“Lease Receivables I”	the remaining lease rent under the Finance Lease Agreement I
“Lease Receivables II”	the remaining lease rent under the Finance Lease Agreement II
“Lease Receivables III”	the remaining lease rent under the Finance Lease Agreement III
“Lease Receivables IV”	the remaining lease rent under the Finance Lease Agreement IV
“Lease Receivables V”	the remaining lease rent under the Finance Lease Agreement V
“Lease Receivables VI”	the remaining lease rent under the Finance Lease Agreement VI
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“PRC”	the People’s Republic of China, which, for the purpose of this announcement, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	percent

By order of the Board
Zhongguancun Science-Tech Leasing Co., Ltd.
DUAN Hongwei
Chairman

Beijing, the PRC, November 19, 2020

As at the date of this announcement, the Board comprises Mr. HE Rongfeng and Mr. HUANG Wen as executive Directors, Mr. DUAN Hongwei, Mr. LOU Yixiang, Mr. ZHANG Shuqing and Mr. LI Peng as non-executive Directors, and Mr. CHENG Dongyue, Mr. WU Tak Lung and Ms. LIN Zhen as independent non-executive Directors.