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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

References are made to the announcement of the Company dated November 19, 2020 in relation to the Factoring Agreement II and the announcement of the Company dated March 12, 2021 in relation to the Factoring Agreement III.

THE FACTORING AGREEMENTS

The Board hereby announces that on September 28, 2021, the Company entered into the Factoring Agreement IV with the Factoring Bank, pursuant to which, (i) the Factoring Bank has agreed to provide the Company with recourse factoring services of approximately RMB69,374,537.8 from the execution date of the Factoring Agreement IV, and the Company has agreed to transfer of the undue sums from the Lease Receivables VIII (i.e. RMB45,035,148) and the Lease Receivables IX (i.e. RMB43,000,498) to the Factoring Bank for obtaining the Funds from the Factoring Bank; and (ii) the Funds shall be repayable by the Company to the Factoring Bank by March 15, 2024 pursuant to the terms and conditions of the Factoring Agreement IV.

Within the past twelve months, 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 were 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 facility of approximately RMB68,217,954 and factoring facility services. On March 12, 2021, the Company entered into the Factoring Agreement III 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 VII under the Finance Lease Agreement VII, the outstanding lease principals of which were RMB23,019,722 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 facility of approximately RMB17,455,250 and factoring facility services.

LISTING RULES IMPLICATIONS

On September 28, 2021, the Company entered into the Factoring Agreement IV with the Factoring Bank. As the Factoring Agreement II and the Factoring Agreement III were entered into with the Factoring Bank within a 12-month period prior to and inclusive of the date of the Factoring Agreement IV, the transactions contemplated under the Factoring Agreement II, the Factoring Agreement III and the Factoring Agreement IV 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%, the transactions thereunder constitute a discloseable transaction of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

References are made to the announcement of the Company dated November 19, 2020 in relation to the Factoring Agreement II and the announcement of the Company dated March 12, 2021 in relation to the Factoring Agreement III.

BACKGROUND

The Board hereby announces that on September 28, 2021, the Company entered into the Factoring Agreement IV with the Factoring Bank, pursuant to which, (i) the Factoring Bank has agreed to provide the Company with recourse factoring services of approximately RMB69,374,537.8 from the execution date of the Factoring Agreement IV, and the Company has agreed to transfer of the undue sums from the Lease Receivables VIII (i.e. RMB45,035,148) and the Lease Receivables IX (i.e. RMB43,000,498) to the Factoring Bank for obtaining the factoring facility of approximately RMB69,374,537.8 (the “**Funds**”) from the Factoring Bank; and (ii) the Funds shall be repayable by the Company to the Factoring Bank by March 15, 2024 pursuant to the terms and conditions of the Factoring Agreement IV. The Company intends to use the Funds as general working capital.

Within the past twelve months, 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 were 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 facility of approximately RMB68,217,954 and factoring facility services. On March 12, 2021, the Company entered into the Factoring Agreement III 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 VII under the Finance Lease Agreement VII, the outstanding lease principals of which were RMB23,019,722 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 facility of approximately RMB17,455,250 and factoring facility services.

THE PRINCIPAL TERMS

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 II: November 19, 2020

Factoring Agreement III: March 12, 2021

Factoring Agreement IV: September 28, 2021

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 II, the Factoring Bank has agreed to provide recourse factoring facility of approximately RMB68,217,954 to the Company and the Company has agreed to transfer the undue sums from the Lease Receivables V (i.e. RMB31,821,666) and the Lease Receivables VI (i.e. RMB50,476,061) to the Factoring Bank for obtaining the relevant factoring facility from the Factoring Bank.

Pursuant to the terms and conditions of the Factoring Agreement III, the Factoring Bank has agreed to provide recourse factoring facility of approximately RMB17,455,250 to the Company and the Company has agreed to transfer the undue sums from the Lease Receivables VII (i.e. RMB23,019,722) to the Factoring Bank for obtaining the relevant factoring facility from the Factoring Bank.

Pursuant to the terms and conditions of the Factoring Agreement IV, the Factoring Bank has agreed to provide recourse factoring facility of approximately RMB69,374,537.8 to the Company and the Company has agreed to transfer the undue sums from the Lease Receivables VIII (i.e. RMB45,035,148) and the Lease Receivables IX (i.e. RMB43,000,498) to the Factoring Bank for obtaining the Funds from the Factoring Bank.

Factoring Period

The factoring period under the Factoring Agreement II will be no more than 3 years.

The factoring period under the Factoring Agreement III will be no more than 2 years.

The factoring period under the Factoring Agreement IV is from the execution date of the Factoring Agreement IV to March 15, 2024.

Type of Factoring

The recourse right is attached. If any lessees to the Finance Lease Agreement V, the Finance Lease Agreement VI, the Finance Lease Agreement VII, the Finance Lease Agreement VIII and the Finance Lease Agreement IX fails to fully settle any undue amount from the Lease Receivables V (i.e. RMB31,821,666), the Lease Receivables VI (i.e. RMB50,476,061), the Lease Receivables VII (i.e. RMB23,019,722), the Lease Receivables VIII (i.e. RMB45,035,148) and the Lease Receivables IX (i.e. RMB43,000,498) within the agreed time limit, the Factoring Bank has recourse for a claim against the Company in respect of the outstanding payment.

Transfer of the Undue Lease Receivables

Pursuant to the Factoring Agreement II, for obtaining the factoring facility of approximately RMB68,217,954 from the Factoring Bank, the Company has agreed to transfer and the Factoring Bank has agreed to receive the creditor's rights and relevant rights of the undue sums from the Lease Receivables V (i.e. RMB31,821,666) and the Lease Receivables VI (i.e. RMB50,476,061) and the Factoring Bank has agreed to provide the relevant factoring facility to the Company. The relevant factoring facility shall be payable by the Factoring Bank to the Company within 1 day from the date of transfer of the undue sums of the Lease Receivables V (i.e. RMB31,821,666) and the Lease Receivables VI (i.e. RMB50,476,061). The Company does not separately calculate the profit before and after tax of the Lease Receivables V and the Lease Receivables VI.

Pursuant to the Factoring Agreement III, for obtaining the factoring facility of approximately RMB17,455.25 from the Factoring Bank, the Company has agreed to transfer and the Factoring Bank has agreed to receive the creditor's rights and relevant rights of the undue sums from the Lease Receivables VII (i.e. RMB23,019,722) and the Factoring Bank has agreed to provide the relevant factoring facility to the Company. The relevant factoring facility shall be payable by the Factoring Bank to the Company within 1 day from the date of transfer of the undue sums of the Lease Receivables VII (i.e. RMB23,019,722). The Company does not separately calculate the profit before and after tax of the Lease Receivables VII.

Pursuant to the Factoring Agreement IV, for obtaining the Funds from the Factoring Bank, the Company has agreed to transfer and the Factoring Bank has agreed to receive the creditor's rights and relevant rights of the undue sums from the Lease Receivables VIII (i.e. RMB45,035,148) and the Lease Receivables IX (i.e. RMB43,000,498) and the Factoring Bank has agreed to provide the Funds to the Company. The Funds shall be payable by the Factoring Bank to the Company within 1 day from the date of transfer of the undue sums of the Lease Receivables VIII (i.e. RMB45,035,148) and the Lease Receivables IX (i.e. RMB43,000,498). The Company does not separately calculate the profit before and after tax of the Lease Receivables VIII and the Lease Receivables IX.

Factoring Charge and Interests

The charge for factoring services pursuant to the Factoring Agreement II amounted to approximately RMB513,215. The interest rate applicable to the factoring facilities is 4.00%, 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 under the Lease Receivables V and the Lease Receivables VI by the lessees under the Finance Lease Agreement V and the 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 pursuant to the Factoring Agreement III amounted to approximately RMB89,341. The interest rate applicable to the factoring facilities is 4.00%, 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 under the Lease Receivables VII by the lessees under the Finance Lease Agreement VII 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 pursuant to the Factoring Agreement IV amounted to approximately RMB503,870.37. The interest rate applicable to the factoring facilities is 4.00%, 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 under the Lease Receivables VIII and the Lease Receivables IX by the lessees under the Finance Lease Agreement VIII and the Finance Lease Agreement IX 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 FOR AND BENEFITS OF THE ENTERING INTO THE FACTORING AGREEMENTS

The Factoring Agreements are entered into by the Company in the ordinary and usual course of business and is conducive to giving full play to the advantages of all parties. The 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 transactions (including factoring facilities, charge and interests) contemplated under the Factoring Agreements 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 transactions 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 September 28, 2021, the Company entered into the Factoring Agreement IV with the Factoring Bank. As the Factoring Agreement II and the Factoring Agreement III were entered into with the Factoring Bank within a 12-month period prior to and inclusive of the date of the Factoring Agreement IV, the transactions contemplated under the Factoring Agreement II, the Factoring Agreement III and the Factoring Agreement IV 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%, the transactions thereunder constitute a discloseable transaction 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, the shares of which are listed on the Stock Exchange (stock code: 0011)
“Factoring Agreements”	the Factoring Agreement II, the Factoring Agreement III and the Factoring Agreement IV
“Factoring Agreement II”	the revolving factoring facility agreement entered into between the Company and the Factoring Bank on November 19, 2020
“Factoring Agreement III”	the revolving factoring facility agreement entered into between the Company and the Factoring Bank on March 12, 2021
“Factoring Agreement IV”	the revolving factoring facility agreement entered into between the Company and the Factoring Bank on September 28, 2021
“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 undue lease receivables thereunder as at the date of Factoring Agreement II was 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 undue lease receivables thereunder as at the date of Factoring Agreement II was RMB50,476,061
“Finance Lease Agreement VII”	The finance lease agreement entered into between the Company and a private enterprise located in Tianjin, the PRC, in respect of the lease assets such as orthopedic medical equipment, the amount of undue lease receivables thereunder as at the date of Factoring Agreement III was RMB23,019,722
“Finance Lease Agreement VIII”	The finance lease agreement entered into between the Company and a private enterprise located in Anhui Province, the PRC, in respect of the lease assets of production equipment, the amount of undue lease receivables as at the date of this announcement is RMB45,035,148
“Finance Lease Agreement IX”	The finance lease agreement entered into between the Company and a private enterprise located in Shaanxi Province, the PRC, in respect of the lease assets of new material production equipment, the amount of undue lease receivables as at the date of this announcement is RMB43,000,498

“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 V”	the remaining lease rent under the Finance Lease Agreement V
“Lease Receivables VI”	the remaining lease rent under the Finance Lease Agreement VI
“Lease Receivables VII”	the remaining lease rent under the Finance Lease Agreement VII
“Lease Receivables VIII”	the remaining lease rent under the Finance Lease Agreement VIII
“Lease Receivables IX”	the remaining lease rent under the Finance Lease Agreement IX
“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, September 28, 2021

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. DU Yunchao as non-executive Directors, and Mr. CHENG Dongyue, Mr. WU Tak Lung and Ms. LIN Zhen as independent non-executive Directors.