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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 THE PURCHASE AGREEMENT AND THE FINANCE LEASE TRANSACTION

The Board hereby announces that on August 30, 2023: (i) the Company (as the buyer) entered into the Purchase Agreement VII with the Supplier and the Lessee II, pursuant to which, the Company shall purchase the Leased Assets VII from the Supplier at the total consideration of RMB7,304,424; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement VII with the Lessee II, pursuant to which, among other things, the Company shall lease the Leased Assets VII to the Lessee II for a term of 36 months with a total finance lease payment of RMB6,655,700, which shall include a finance lease principal of RMB6,000,000 and a finance lease interest income (inclusive of VAT) of RMB655,700.

Reference is made to the announcement of the Company dated March 22, 2023 and June 21,2023, in relation to the Purchase Agreement V, the Purchase Agreement VI and the Finance Lease Agreement V, the Finance Lease Agreement VI, pursuant to which, among other things, the Company (as the buyer) entered into a Purchase Agreement V and a Purchase Agreement VI with the Supplier and the Lessee I and Lessee II respectively, and the Company (as the Lessor) entered into a Financial Lease Agreement VI with the Lessee I and Lessee II respectively, pursuant to which, (i) the Company shall purchase the Leased Assets V and the Leased Assets VI from the Supplier at the total consideration of RMB16,354,944 and RMB12,246,192 respectively; and (ii) the Company shall lease the Leased Assets VI to the Lessee I and Lessee II for a lease period of 36 months respectively.

Within the past 12 months, on August 5, 2022, the Company (as the buyer) entered into a Purchase Agreement I with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement I with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets I from the Supplier at the total consideration of RMB5,543,575.22; and (ii) the Company shall lease the Leased Assets I to the Lessee I for a lease period of 24 months. On September 29, 2022, the Company (as the buyer) entered into a Purchase Agreement II with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement II with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets II from the Supplier at the total consideration of RMB5,337,363; and (ii) the Company shall lease the Leased Assets II to the Lessee I for a lease period of 36 months. On October 14, 2022, the Company (as the buyer) entered into a Purchase Agreement III with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement III with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets III from the Supplier at the total consideration of RMB11,522,421; and (ii) the Company shall lease the Leased Assets III to the Lessee I for a lease period of 36 months. On November 30, 2022, the Company (as the buyer) entered into a Purchase Agreement IV with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement IV with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets IV from the Supplier at the total consideration of RMB16,472,344.5; and (ii) the Company shall lease the Leased Assets IV to the Lessee I for a lease period of 36 months.

#### LISTING RULES IMPLICATIONS

The Lessees and the Supplier are under the common control of the same ultimate beneficial owner, the Lessees and the Supplier are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the transactions under the Agreements were entered into during the 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions. As the highest applicable percentage ratio under each of the Agreement is less than 5%, while the highest applicable percentage ratio upon aggregation of the Agreement is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement VI and the Finance Lease Agreement VI constitute a disclosable transaction 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 August 30, 2023: (i) the Company (as the buyer) entered into the Purchase Agreement VII with the Supplier and the Lessee II, pursuant to which, the Company shall purchase the Leased Assets VII from the Supplier at the total consideration of RMB7,304,424; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement VII with the Lessee II, pursuant to which, among other things, the Company shall lease the Leased Assets VII to the Lessee II for a term of 36 months with a total finance lease payment of RMB6,655,700, which shall include a finance lease principal of RMB6,000,000 and a finance lease interest income (inclusive of VAT) of RMB655,700.

Reference is made to the announcement of the Company dated March 22, 2023 and June 21, 2023, in relation to the Purchase Agreement V, the Purchase Agreement VI and the Finance Lease Agreement V, the Finance Lease Agreement VI, pursuant to which, among other things, the Company (as the buyer) entered into a Purchase Agreement V and a Purchase Agreement VI with the Supplier and the Lessee I and Lessee II respectively, and the Company (as the Lessor) entered into a Financial Lease Agreement VI with the Lessee I and Lessee II respectively, pursuant to which, (i) the Company shall purchase the Leased Assets V and the Leased Assets VI from the Supplier at the total consideration of RMB16,354,944 and RMB12,246,192 respectively; and (ii) the Company shall lease the Leased Assets VI to the Lessee I and Lessee II for a lease period of 36 months respectively.

Within the past 12 months, on August 5, 2022, the Company (as the buyer) entered into a Purchase Agreement I with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement I with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets I from the Supplier at the total consideration of RMB5,543,575.22; and (ii) the Company shall lease the Leased Assets I to the Lessee I for a lease period of 24 months. On September 29, 2022, the Company (as the buyer) entered into a Purchase Agreement II with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement II with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets II from the Supplier at the total consideration of RMB5,337,363; and (ii) the Company shall lease the Leased Assets II to the Lessee I for a lease period of 36 months. On October 14, 2022, the Company (as the buyer) entered into a Purchase Agreement III with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement III with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets III from the Supplier at the total consideration of RMB11,522,421; and (ii) the Company shall lease the Leased Assets III to the Lessee I for a lease period of 36 months. On November 30, 2022, the Company (as the buyer) entered into a Purchase Agreement IV with the Supplier and the Lessee I, and the Company (as the Lessor) entered into a Financial Lease Agreement IV with the Lessee I, pursuant to which, (i) the Company shall purchase the Leased Assets IV from the Supplier at the total consideration of RMB16.472,344.5; and (ii) the Company shall lease the Leased Assets IV to the Lessee I for a lease period of 36 months.

#### THE PURCHASE AGREEMENTS

The principal terms of the Purchase Agreements are as follows:

#### Parties

Buyer:	the Company
Supplier:	a limited liability company incorporated in the PRC, which is principally engaged in the research, development, production and sales of fluid machinery equipment and accessories, complete system (excluding chemical products).
Lessee I:	a limited liability company incorporated in the PRC, which is principally engaged in research and development of fluid machinery equipment for oil and gas productions.
Lessee II:	a limited liability company incorporated in the PRC, which is principally engaged in research and development, leasing and sales of fluid machinery equipment for oil and gas productions.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessees and the Supplier and their ultimate beneficial owner are all independent third parties of the Company and its connected persons (as defined in the Listing Rules).

#### Delivery of the Leased Assets and Payment of Transfer Consideration

The total consideration under the Purchase Agreement I is RMB5,543,575.22 shall involve: (i) an initial payment of RMB543,575.22 which shall be paid to the Company by the Lessee I; and (ii) the remaining value of RMB5,000,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets I to the Lessee I by August 31, 2022 in accordance to the terms and conditions of the Purchase Agreement I.

The total consideration under the Purchase Agreement II is RMB5,337,363 shall involve: (i) an initial payment of RMB337,363 which shall be paid to the Company by the Lessee I; and (ii) the remaining value of RMB5,000,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets II to the Lessee I by December 31, 2022 in accordance to the terms and conditions of the Purchase Agreement II.

The total consideration under the Purchase Agreement III is RMB11,522,421 shall involve: (i) an initial payment of RMB1,522,421 which shall be paid to the Company by the Lessee I; and (ii) the remaining value of RMB10,000,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets III to the Lessee I by December 31, 2022 in accordance to the terms and conditions of the Purchase Agreement III.

The total consideration under the Purchase Agreement IV is RMB16,472,344.5 shall involve: (i) an initial payment of RMB1,472,344.5 which shall be paid to the Company by the Lessee I; and (ii) the remaining value of RMB15,000,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets IV to the Lessee I by December 31, 2022 in accordance to the terms and conditions of the Purchase Agreement IV.

The total consideration under the Purchase Agreement V is RMB16,354,944 shall involve: (i) an initial payment of RMB1,354,944 which shall be paid to the Company by the Lessee I; and (ii) the remaining value of RMB15,000,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets V to the Lessee I by March 31, 2023 in accordance to the terms and conditions of the Purchase Agreement V.

The total consideration under the Purchase Agreement VI is RMB12,246,192 shall involve: (i) an initial payment of RMB746,192 which shall be paid to the Company by the Lessee II; and (ii) the remaining value of RMB11,500,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets VI to the Lessee II by June 30, 2023 in accordance to the terms and conditions of the Purchase Agreement VI.

The total consideration under the Purchase Agreement VI is RMB7,304,424 shall involve: (i) an initial payment of RMB1,304,424 which shall be paid to the Company by the Lessee II; and (ii) the remaining value of RMB6,000,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets VII to the Lessee II by August 31, 2023 in accordance to the terms and conditions of the Purchase Agreement VII.

The remaining value of the total consideration of RMB5,000,000, RMB5,000,000, RMB10,000,000, RMB15,000,000, RMB15,000,000, RMB15,000,000, RMB11,500,000 and RMB6,000,000 under Purchase Agreement I, Purchase Agreement II, Purchase Agreement IV, Purchase Agreement V, Purchase Agreement VI and Purchase Agreement VII shall be funded by the Company's internal resources. All the terms of the Purchase Agreements, including the total consideration of RMB5,543,575.22, RMB5,337,363, RMB11,522,421, RMB16,472,344.5, RMB16,354,944,RMB12,246,192 and RMB7,304,424 were determined upon arm's-length negotiation between the parties with reference to prevailing market prices of the Leased Assets in the same category in the PRC.

The Supplier does not separately calculate the profits before and after tax of the Leased Assets.

#### THE FINANCE LEASE AGREEMENTS

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

#### Parties

Lessor:	the Company
Lessee I:	a limited liability company incorporated in the PRC, which is principally engaged in research and development of fluid machinery equipment for oil and gas productions.
Lessee II:	a limited liability company incorporated in the PRC, which is principally engaged in research and development, leasing and sales of fluid machinery equipment for oil and gas productions.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessees and their ultimate beneficial owner are all independent third parties to the Company and its connected persons (as defined in the Listing Rules).

#### Leased Assets

The Leased Assets I is intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB5,543,575.22.

The Leased Assets II is intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB5,337,363.

The Leased Assets III is intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB11,522,421.

The Leased Assets IV is intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB16,472,344.5.

The Leased Assets V is intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB16,354,944.

The Leased Assets VI is intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB12,246,192.

The Leased Assets VII is star spinning pumping pump skid, with an estimated fair value of RMB7,304,424.

If the Lessees have properly and fully performed all of their obligations under the Finance Lease Agreements, the Lessees are entitled to acquire the Leased Assets at the consideration of RMB100 in nominal value pursuant to the terms and conditions of the Finance Lease Agreements, upon the expiry of the Finance Agreements respectively.

#### Lease Period

The lease period of the Finance Lease Agreement I is 24 months, which commenced on August 5, 2022.

The lease period of the Finance Lease Agreement II is 36 months, which commenced on September 29, 2022.

The lease period of the Finance Lease Agreement III is 36 months, which commenced on October 14, 2022.

The lease period of the Finance Lease Agreement IV is 36 months, which commenced on November 30, 2022.

The lease period of the Finance Lease Agreement V is 36 months, which commenced on March 23, 2023.

The lease period of the Finance Lease Agreement VI is 36 months, which commenced on June 21, 2023.

The lease period of the Finance Lease Agreement VII is 36 months, which shall commence on August 30, 2023.

#### Lease Payment and Method of Payment

The terms of the Finance Lease Agreements, including finance lease principals, finance lease interest incomes and other expenses under the Finance Lease Agreements, were determined upon arm's-length negotiation between the Lessees and the Lessor with reference to (i) estimated fair value of the Leased Assets; and (ii) prevailing market prices of the same category of finance lease products in the PRC.

#### **Security Deposits**

The Lessees agreed to pay the security deposits for the respective Finance Lease Agreements of RMB350,000 (bearing nil interests), RMB350,000 (bearing nil interests), RMB700,000 (bearing nil interests), RMB1,050,000 (bearing nil interests), RMB1,050,000 (bearing nil interests), RMB420,000 (bearing nil interests). When the respective last lease payments of each of the Finance Lease Agreements are due to be paid, the lease payments and other payables under the final payment will automatically be deducted from the related deposit, and the Lessor will refund the Lessees the remaining amount (if any).

#### **Guarantee and Security**

The guarantee and security arrangements for each of the Finance Lease Agreements are set out below:

- (1) the ultimate beneficial owner of the Lessees shall provide joint and several liabilities for the debts of the Lessees under the Finance Lease Agreements;
- (2) the Lessee I's wholly owned subsidiary and the Lessee II shall provide the project usufruct and the pledge of accounts receivable for specific projects;
- (3) the Lessee I shall provide joint and several liabilities for the debts of the Lessee II under the Finance Lease Agreement VI; and
- (4) 100% of the Lessee II's equity interest will be pledged by its controlling shareholder to the Lessor.

# REASONS FOR AND BENEFITS OF ENTERING INTO THE PURCHASE AGREEMENTS AND THE FINANCE LEASE AGREEMENTS

The Company's principal activities are to provide finance leasing and advisory services to customers. The entering of the Purchase Agreements and the Finance Lease Agreements is part of the Company's ordinary and usual course of business, which is expected to provide a stable revenue and cashflow to the Company.

The Directors consider that entering into the Purchase Agreements, the Finance Lease Agreements and the transactions contemplated thereunder will generate revenue and profit to the Company over the lease period and is consistent with the Company's business development strategy. Since the Purchase Agreements and the Finance Lease Agreements were entered into under normal commercial terms, the Directors are of the view that the terms under the Purchase Agreements and the Finance Lease Agreements are fair and reasonable and are in the interests of the Company and its shareholders as a whole.

#### **INFORMATION OF THE PARTIES**

#### Information of 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 of the Lessees**

Lessee I is a limited liability company incorporated in the PRC, which is principally engaged in research and development of fluid machinery equipment for oil and gas productions.

Lessee II is a limited liability company incorporated in the PRC, which is principally engaged in research and development, leasing and sales of fluid machinery equipment for oil and gas productions.

#### Information of the Supplier

The Supplier is a limited liability company incorporated in the PRC, which is principally engaged in the research, development, production and sales of fluid machinery equipment and accessories, complete system (excluding chemical products).

#### LISTING RULES IMPLICATIONS

The Lessees and the Supplier are under the common control of the same ultimate beneficial owner, the Lessees and the Supplier are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the transactions under the Agreements were entered into during the 12-month period, according to Rule 14.22 of the Listing Rules, the transactions thereunder shall be aggregated as a series of transactions. As the highest applicable percentage ratio under each of the Agreements is less than 5%, while the highest applicable percentage ratio upon aggregation of the Agreement is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement VII and the Finance Lease Agreement VII constitute a disclosable 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:

"Agreements"	the Purchase Agreement and the Finance Lease Agreements
"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
"Finance Lease Agreements"	the Finance Lease Agreement I, the Finance Lease Agreement II, the Finance Lease Agreement III, the Finance Lease Agreement IV, the Finance Lease Agreement V, the Finance Lease Agreement VI and the Finance Lease Agreement VII
"Finance Lease Agreement I"	the finance lease agreement entered into between the Lessor and the Lessee I on August 5, 2022
"Finance Lease Agreement II"	the finance lease agreement entered into between the Lessor and the Lessee I on September 29, 2022
"Finance Lease Agreement III"	the finance lease agreement entered into between the Lessor and the Lessee I on October 14, 2022
"Finance Lease Agreement IV"	the finance lease agreement entered into between the Lessor and the Lessee I on November 30, 2022
"Finance Lease Agreement V"	the finance lease agreement entered into between the Lessor and the Lessee I on March 22, 2023
"Finance Lease Agreement VI"	the finance lease agreement entered into between the Lessor and the Lessee II on June 21, 2023
"Finance Lease Agreement VII"	the finance lease agreement entered into between the Lessor and the Lessee II on August 30, 2023

"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
"Leased Assets"	the Leased Assets I, the Leased Assets II, the Leased Assets III, the Leased Assets IV, the Leased Assets V, the Leased Assets VI and the Leased Assets VII
"Leased Assets I"	intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB5,543,575.22
"Leased Assets II"	intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB5,337,363
"Leased Assets III"	intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB11,522,421
"Leased Assets IV"	intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB16,472,344.5
"Leased Assets V"	intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB16,354,944
"Leased Assets VI"	intelligent skid set of rotary multiphase flow gas pump, with an estimated fair value of RMB12,246,192
"Leased Assets VII"	star spinning pumping pump skid, with an estimated fair value of RMB7,304,424
"Lessees"	the Lessee I and the Lessee II
"Lessee I"	Beijing Xingyou Technology Co., Ltd., a limited liability company incorporated in the PRC, which is principally engaged in research and development of fluid machinery equipment for oil and gas productions
"Lessee II"	Beijing Xingyou Zhongnuo Oil and Gas Technology Co., Ltd, a limited liability company incorporated in the PRC, which is principally engaged in research and development, leasing and sales of fluid machinery equipment for oil and gas productions

"Lessor"	the Company
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
"PRC" or "China"	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
"Purchase Agreements"	the Purchase Agreement I, the Purchase Agreement II, the Purchase Agreement III, the Purchase Agreement IV, the Purchase Agreement V, the Purchase Agreement VI and the Purchase Agreement VII
"Purchase Agreement I"	the purchase agreement entered into among the Company, the Supplier and the Lessee I on August 5, 2022
"Purchase Agreement II"	the purchase agreement entered into among the Company, the Supplier and the Lessee I on September 29, 2022
"Purchase Agreement III"	the purchase agreement entered into among the Company, the Supplier and the Lessee I on October 14, 2022
"Purchase Agreement IV"	the purchase agreement entered into among the Company, the Supplier and the Lessee I on November 30, 2022
"Purchase Agreement V"	the purchase agreement entered into among the Company, the Supplier and the Lessee I on March 22, 2023
"Purchase Agreement VI"	the purchase agreement entered into among the Company, the Supplier and the Lessee II on June 21, 2023
"Purchase Agreement VII"	the purchase agreement entered into among the Company, the Supplier and the Lessee II on August 30, 2023
"RMB"	Renminbi, the lawful currency of the PRC
"Stock Exchange"	The Stock Exchange of Hong Kong Limited

"Supplier" Taizhou Xingyou Fluid Machinery Equipment Co., Ltd.\* (泰州 星油流體機械設備有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the research, development, production and sales of fluid machinery equipment and accessories, complete system (excluding chemical products). The Supplier is a wholly-owned subsidiary of the Lessee I

"VAT"

value-added tax

By order of the Board Zhongguancun Science-Tech Leasing Co., Ltd. ZHANG Shuqing Chairman

Beijing, the PRC, August 30, 2023

As at the date of this announcement, the Board comprises Mr. HE Rongfeng and Mr. HUANG Wen as executive Directors, Mr. ZHANG Shuqing, Mr. LOU Yixiang, Ms. WANG Sujuan 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.

\* For identification purposes only.