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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**  
**FINANCE LEASE TRANSACTIONS**

**FINANCE LEASE AGREEMENTS**

The Board hereby announces that on December 4, 2023, the Company (as the Lessor) entered into the Finance Lease Agreement VI with the Lessee, pursuant to which (i) the Lessor shall acquire the Leased Assets VI owned by the Lessee at a transfer consideration of RMB80,000,000; and (ii) the Lessor shall lease the Leased Assets VI back to the Lessee for a term of 24 months with a total lease payment of RMB85,265,554, which shall include a finance lease principal of RMB80,000,000 and a finance lease interest income (inclusive of VAT) of RMB5,265,554.

Reference is made to the announcement of the Company dated April 14, 2023 in relation to the Finance Lease Agreement V, pursuant to which, among other things, the Company (as the Lessor) agreed to: (i) acquire the Leased Assets V owned by the Lessee at a transfer consideration of RMB80,000,000; and (ii) lease back the Leased Assets V to the Lessee for a term of 24 months with a total lease payment of RMB85,436,573, which shall include a finance lease principal of RMB80,000,000 and a finance lease interest income (inclusive of VAT) of RMB5,436,573.

**LISTING RULES IMPLICATIONS**

As the transactions under the Finance Lease Agreements were entered with the same party 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 the Finance Lease Agreement VI on its own is higher than 5% but less than 25%, and the highest applicable percentage ratio upon aggregation of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Finance Lease Agreement VI constitute a discloseable 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 December 4, 2023, the Company (as the Lessor) entered into the Finance Lease Agreement VI with the Lessee, pursuant to which (i) the Lessor shall acquire the Leased Assets VI owned by the Lessee at a transfer consideration of RMB80,000,000; and (ii) the Lessor shall lease the Leased Assets VI back to the Lessee for a term of 24 months with a total lease payment of RMB85,265,554, which shall include a finance lease principal of RMB80,000,000 and a finance lease interest income (inclusive of VAT) of RMB5,265,554.

Reference is made to the announcement of the Company dated April 14, 2023 in relation to the Finance Lease Agreement V, pursuant to which, among other things, the Company (as the Lessor) agreed to: (i) acquire the Leased Assets V owned by the Lessee at a transfer consideration of RMB80,000,000; and (ii) lease back the Leased Assets V to the Lessee for a term of 24 months with a total lease payment of RMB85,436,573, which shall include a finance lease principal of RMB80,000,000 and a finance lease interest income (inclusive of VAT) of RMB5,436,573.

The table below sets out the details of the Finance Lease Agreements:

Finance Lease Agreement	Date of finance lease agreement	Expiry date of finance lease agreement	Finance lease principal amount <i>RMB</i>	Finance lease interest income (inclusive of VAT) <i>RMB</i>	Security deposits <i>RMB</i>	Total lease payment <i>RMB</i>	Net book value of Leased Assets <i>(Approx.)</i> <i>RMB</i>
Finance Lease Agreement V	April 14, 2023	April 13, 2025	80,000,000	5,436,573	4,000,000	85,436,573	91,217,940.47
Finance Lease Agreement VI	December 4, 2023	December 3, 2025	80,000,000	5,265,554	4,000,000	85,265,554	80,269,124.60
Total			<u>160,000,000</u>	<u>10,702,127</u>	<u>8,000,000</u>	<u>170,702,127</u>	<u>171,487,065.07</u>

## THE FINANCE LEASE AGREEMENTS

The principal terms of the Finance Lease Agreements are as follows:

### Parties

Lessor: the Company

Lessee: a limited company incorporated in the PRC, which is principally engaged in the research and manufacturing of CNC machine tools.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessee and its 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 V are CNC machine tools, with a net book value of approximately RMB91,217,940.47.

The Leased Assets VI are CNC machine tools, with a net book value of approximately RMB80,269,124.60.

The Lessee does not separately calculate the profits before and after tax of the Leased Assets. The transfer consideration for the acquisition of the Leased Assets under the Finance Lease Agreements will be funded by the Company's internal resources. If the Lessee has properly and fully performed all of its obligations under the Finance Lease Agreements, the Lessee is 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 Lease Agreements respectively.

### **Lease Period**

The lease period of the Finance Lease Agreement V is 24 months, which commenced on April 14, 2023.

The lease period of the Finance Lease Agreement VI is 24 months, which shall commence on December 4, 2023.

### **Lease Payment and Method of Payment**

Under the Finance Lease Agreement V and the Finance Lease Agreement VI, the respective total lease payment of RMB85,436,573 and RMB85,265,554, included (i) the respective finance lease principal of RMB80,000,000 and RMB80,000,000, and the (ii) respective finance lease interest income (inclusive of VAT) of RMB5,436,573 (calculated based on the interest rate of 5.9% per annum) and RMB5,265,554 (calculated based on the interest rate of 5.6% per annum). The Lessee shall pay the lease payment to the Lessor at the end of each quarter in installments in accordance with the terms and conditions of the Finance Lease Agreements during the lease period.

The terms of the Finance Lease Agreements, including the transfer consideration for the Leased Assets, finance lease principal, finance lease interest income and other expenses, were determined upon arm's length negotiation between the Lessee and the Lessor with reference to net book value of the Leased Assets and prevailing market prices of the same category of finance lease products in the PRC.

### **Security Deposit**

The Lessee agreed to pay the security deposit for the Finance Lease Agreements of RMB4,000,000 (bearing nil interests) and RMB4,000,000 (bearing nil interests). When the last lease payments are due to be paid, the lease payment and other payables under the final payment will automatically be deducted from the deposit, and the Lessor will refund the Lessee the remaining amount (if any).

## **Guarantee and Security**

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

One of the ultimate beneficial owners of the Lessee shall provide joint and several liabilities guarantee for the debts of Lessee under the Finance Lease Agreements respectively.

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

The Company's principal activities are to provide finance leasing and advisory services to customers. The entering of 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 Finance Lease Agreements will generate revenue and profit to the Company over the lease period and is consistent with the Company's business development strategy. Since the Finance Lease Agreements were entered into under normal commercial terms, the Directors are of the view that the terms under 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 Lessee**

Lessee is a limited company incorporated in the PRC, which is principally engaged in the research and manufacturing of CNC machine tools. .

## **LISTING RULES IMPLICATIONS**

As the transactions under the Finance Lease Agreements were entered with the same party 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 the Finance Lease Agreement VI on its own is higher than 5% but less than 25%, while the highest applicable percentage ratio upon aggregation of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Finance Lease Agreement VI constitutes 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
“Finance Lease Agreements”	the Finance Lease Agreement V and the Finance Lease Agreement VI
“Finance Lease Agreement V”	the finance lease agreement entered into between the Lessor and Lessee on April 14, 2023
“Finance Lease Agreement VI”	the finance lease agreement entered into between the Lessor and Lessee on December 4, 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 V and the Leased Assets VI
“Leased Assets V”	CNC machine tools, with a net book value of approximately RMB91,217,940.47
“Leased Assets VI”	CNC machine tools, with a net book value of approximately RMB80,269,124.60
“Lessee”	Beijing Jingdiao Technology Group Co., Ltd. * (北京精雕科技集團有限公司), a limited company incorporated in the PRC, which is principally engaged in the research and manufacturing of CNC machine tools. The ultimate beneficial owner of the lessee are YU Fei* (蔚飛) and HUANG Shan* (黃山)
“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
“RMB”	Renminbi, the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“VAT”	value-added tax

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

Beijing, the PRC, December 4, 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 and Ms. WANG Sujuan 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.*