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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 PURCHASE AGREEMENT AND THE FINANCE LEASE AGREEMENTS

The Board hereby announces that on December 15, 2023: (i) the Company (as the buyer) entered into the Purchase Agreement with the Supplier and the Lessee I, pursuant to which, the Company shall purchase the Leased Assets III from the Supplier at the total consideration of RMB18,175,000; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement III with the Lessee I, pursuant to which, among other things, the Company shall lease the Leased Assets III to the Lessee I for a term of 18 months with a total finance lease payment of RMB12,676,623, which shall include a finance lease principal of RMB12,000,000 and a finance lease interest income (inclusive of VAT) of RMB676,623.

Within the past 12 months, on December 12, 2023, the Company (as the Lessor) entered into the Finance Lease Agreement II with the Lessee II, pursuant to which, among other things, the Company (as the Lessor) agreed to: (i) acquire the Leased Assets II owned by the Lessee II at a transfer consideration of RMB14,000,000; and (ii) lease the Leased Assets II back to the Lessee II for a term of 18 months with a total finance lease payment of RMB14,578,064, which included a finance lease principal of RMB14,000,000 and a finance lease interest income (inclusive of VAT) of RMB578,064. On December 8, 2023, the Company (as the Lessor) entered into the Finance Lease Agreement I with the Lessee I, pursuant to which, (i) the Lessor shall acquire the Leased Assets I owned by the Lessee I at a transfer consideration of RMB4,000,000; and (ii) the Lessor shall lease the Leased Assets I back to the Lessee I for a term of 18 months with a total finance lease payment of RMB4,166,883, which included a finance lease principal of RMB4,000,000 and a finance lease interest income (inclusive of VAT) of RMB166,883.

LISTING RULES IMPLICATIONS

As 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 Purchase Agreement and the Finance Lease 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 the Purchase Agreement and the Finance Lease Agreement III is less than 5%, while the highest applicable percentage ratio upon aggregation of the Purchase Agreement and the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement and the Finance Lease Agreement III constitutes 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 15, 2023: (i) the Company (as the buyer) entered into the Purchase Agreement with the Supplier and the Lessee I, pursuant to which, the Company shall purchase the Leased Assets III from the Supplier at the total consideration of RMB18,175,000; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement III with the Lessee I, pursuant to which, among other things, the Company shall lease the Leased Assets III to the Lessee I for a term of 18 months with a total finance lease payment of RMB12,676,623, which shall include a finance lease principal of RMB12,000,000 and a finance lease interest income (inclusive of VAT) of RMB676,623.

Within the past 12 months, on December 12, 2023, the Company (as the Lessor) entered into the Finance Lease Agreement II with the Lessee II, pursuant to which, among other things, the Company (as the Lessor) agreed to: (i) acquire the Leased Assets II owned by the Lessee II at a transfer consideration of RMB14,000,000; and (ii) lease the Leased Assets II back to the Lessee II for a term of 18 months with a total finance lease payment of RMB14,578,064, which included a finance lease principal of RMB14,000,000 and a finance lease interest income (inclusive of VAT) of RMB578,064. On December 8, 2023, the Company (as the Lessor) entered into the Finance Lease Agreement I with the Lessee I, pursuant to which, (i) the Lessor shall acquire the Leased Assets I owned by the Lessee I at a transfer consideration of RMB4,000,000; and (ii) the Lessor shall lease the Leased Assets I back to the Lessee I for a term of 18 months with a total finance lease payment of RMB4,166,883, which included a finance lease principal of RMB4,000,000 and a finance lease interest income (inclusive of VAT) of RMB166,883.

THE PURCHASE AGREEMENT

The principal terms of the Purchase Agreement are as follows:

Parties

Buyer: the Company

Supplier: a limited liability company incorporated in the PRC, which is principally engaged in the research and sales of intelligent devices.

Lessee I: a limited liability company incorporated in the PRC, which is principally engaged in the sales of automotive parts

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessee I 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 of RMB18,175,000 shall involve: (i) an initial payment of RMB6,175,000 which shall be paid to the Company by the Lessee I; and (ii) the remaining value of RMB12,000,000 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, 2023 in accordance to the terms and conditions of the Purchase Agreement.

The remaining value of the total consideration of RMB12,000,000 shall be funded by the Company's internal resources. All the terms of the Purchase Agreement, including the total consideration of RMB18,175,000, were determined upon arm's length negotiation between the parties with reference to prevailing market prices of the Leased Assets III in the same category in the PRC.

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

THE FINANCE LEASE AGREEMENTS

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

Parties

Lessor: the Company

Lessee I: a limited company incorporated in the PRC, which is principally engaged in the sales of automotive parts.

Lessee II: a limited company incorporated in the PRC, which is principally engaged in the sales of automotive parts.

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 are assets related to intelligent sanitation business, with a net book value of approximately RMB4,889,789.38.

The Leased Assets II are assets related to intelligent sanitation business, with a net book value of approximately RMB18,475,461.45.

The Leased Assets III are assets related to intelligent sanitation business, with a net book value of approximately RMB18,175,000.

The Lessees do 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 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 Lease Agreements respectively.

Lease Period

The lease period of the Finance Lease Agreement I is 18 months, which commenced on December 8, 2023.

The lease period of the Finance Lease Agreement II is 18 months, which commenced on December 12, 2023.

The lease period of the Finance Lease Agreement III is 18 months, which shall commence on December 15, 2023.

Lease Payment and Method of Payment

Under the Finance Lease Agreements, the respective total lease payment of RMB4,166,883, RMB14,578,064 and RMB12,676,623, included the respective finance lease principal of RMB4,000,000, RMB14,000,000 and RMB12,000,000, and the respective finance lease interest income (inclusive of VAT) of RMB166,883 (calculated based on the interest rate of 4.65% per annum), RMB578,064 (calculated based on the interest rate of 4.65% per annum) and RMB676,623 (calculated based on the interest rate of 6.40% per annum). The Lessees 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 Lessees 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 Lessees agreed to pay the security deposit for the Finance Lease Agreements of RMB200,000 (bearing nil interests), RMB700,000 (bearing nil interests) and RMB600,000 (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 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 controlling shareholder of the Lessees shall provide joint and several liabilities guarantee for the debts of Lessees under the Finance Lease Agreements.
- (2) The controlling shareholder of the Lessees shall provide pledge of income right and pledge of accounts receivable from designated project to guarantee the repayment of the debts under the Finance Lease Agreements.

REASONS FOR AND BENEFITS OF ENTERING INTO THE PURCHASE AGREEMENT 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 Agreement 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 Agreement and 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 Agreement and the Finance Lease Agreements was entered into under normal commercial terms, the Directors are of the view that the terms under the Purchase Agreement 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: a limited company incorporated in the PRC, which is principally engaged in the sales of automotive parts.
- Lessee II: a limited company incorporated in the PRC, which is principally engaged in the sales of automotive parts.

Information of the Supplier

The Supplier is a limited liability company incorporated in the PRC, which is principally engaged in the research and sales of intelligent devices.

LISTING RULES IMPLICATIONS

As 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 Purchase Agreement and the Finance Lease 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 the Purchase Agreement and the Finance Lease Agreement III is less than 5%, while the highest applicable percentage ratio upon aggregation of the Purchase Agreement and the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement and the Finance Lease Agreements 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 I, the Finance Lease Agreement II and the Finance Lease Agreement III
“Finance Lease Agreement I”	the finance lease agreement entered into between the Lessor and Lessee I on December 8, 2023
“Finance Lease Agreement II”	the finance lease agreement entered into between the Lessor and Lessee II on December 12, 2023
“Finance Lease Agreement III”	the finance lease agreement entered into between the Lessor and Lessee I on December 15, 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 and the Leased Assets III
“Leased Assets I”	assets related to intelligent sanitation business, with a net book value of approximately RMB4,889,789.38
“Leased Assets II”	assets related to intelligent sanitation business, with a net book value of approximately RMB18,475,461.45
“Leased Assets III”	assets related to intelligent sanitation business, with a net book value of approximately RMB18,175,000
“Lessees”	the Lessee I and the Lessee II
“Lessee I”	Wuhu Core Automotive Service Co., Ltd.* (蕪湖酷睿汽車服務有限公司), a limited company incorporated in the PRC, which is principally engaged in the sales of automotive parts. The ultimate beneficial owner of the Lessee I is He Tao* (何弢)
“Lessee II”	Yongkang Core Automotive Services Co., Ltd.* (永康酷睿汽車服務有限公司), a limited company incorporated in the PRC, which is principally engaged in the sales of automotive parts. The ultimate beneficial owner of the Lessee II is He Tao* (何弢)
“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 Agreement”	the purchase agreement entered into among the Company, the Supplier and the Lessee I on December 15, 2023

“RMB”	Renminbi, the lawful currency of the PRC
“Supplier”	Chengdu Kuwa Intelligent Technology Co., Ltd.* (成都酷哇智能科技有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the research and sales of intelligent devices. The ultimate beneficial owner of the Supplier is He Tao* (何涛)
“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 15, 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.*