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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 AGREEMENTS 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 I with the Supplier I and the Lessee, pursuant to which, the Company shall purchase the Leased Assets I from the Supplier I at the total consideration of RMB25,839,600; (ii) the Company (as the Lessor) entered into the Finance Lease Agreement I with the Lessee, pursuant to which, among other things, the Company shall lease the Leased Assets I to the Lessee for a term of 36 months with a total finance lease payment of RMB28,098,335, which shall include a finance lease principal of RMB25,839,600 and a finance lease interest income (inclusive of VAT) of RMB2,258,735; (iii) the Company (as the buyer) entered into the Purchase Agreement II with the Supplier II and the Lessee, pursuant to which, the Company shall purchase the Leased Assets II from the Supplier II at the total consideration of RMB16,027,355; (iv) the Company (as the Lessor) entered into the Finance Lease Agreement II with the Lessee, pursuant to which, among other things, the Company shall lease the Leased Assets to the Lessee for a term of 36 months with a total finance lease payment of RMB17,428,366, which shall include a finance lease principal of RMB16,027,355 and a finance lease interest income (inclusive of VAT) of RMB1,401,011; and (v) the Company (as the Lessor) entered into the Finance Lease Agreement III with the Lessee, pursuant to which, (1) the Lessor shall acquire the Leased Assets III owned by the Lessee at a transfer consideration of RMB28,149,038.57; and (2) the Lessor shall lease the Leased Assets III back to the Lessee for a term of 36 months with a total finance lease payment of RMB30,609,650.57, which shall include a finance lease principal of RMB28,149,038.57 and a finance lease interest income (inclusive of VAT) of RMB2,460,612.

LISTING RULES IMPLICATIONS

As the transactions under the Purchase Agreements 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 each of the Purchase Agreements and the Finance Lease Agreements is less than 5%, while the highest applicable percentage ratio upon aggregation of the Purchase Agreements and the Financial Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreements and the Finance Lease Agreements 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 15, 2023: (i) the Company (as the buyer) entered into the Purchase Agreement I with the Supplier I and the Lessee, pursuant to which, the Company shall purchase the Leased Assets I from the Supplier I at the total consideration of RMB25,839,600; (ii) the Company (as the Lessor) entered into the Finance Lease Agreement I with the Lessee, pursuant to which, among other things, the Company shall lease the Leased Assets I to the Lessee for a term of 36 months with a total finance lease payment of RMB28,098,335, which shall include a finance lease principal of RMB25,839,600 and a finance lease interest income (inclusive of VAT) of RMB2,258,735; (iii) the Company (as the buyer) entered into the Purchase Agreement II with the Supplier II and the Lessee, pursuant to which, the Company shall purchase the Leased Assets II from the Supplier II at the total consideration of RMB16,027,355; (iv) the Company (as the Lessor) entered into the Finance Lease Agreement II with the Lessee, pursuant to which, among other things, the Company shall lease the Leased Assets to the Lessee for a term of 36 months with a total finance lease payment of RMB17,428,366, which shall include a finance lease principal of RMB16,027,355 and a finance lease interest income (inclusive of VAT) of RMB1,401,011; and (v) the Company (as the Lessor) entered into the Finance Lease Agreement III with the Lessee, pursuant to which, (1) the Lessor shall acquire the Leased Assets III owned by the Lessee at a transfer consideration of RMB28,149,038.57; and (2) the Lessor shall lease the Leased Assets III back to the Lessee for a term of 36 months with a total finance lease payment of RMB30,609,650.57, which shall include a finance lease principal of RMB28,149,038.57 and a finance lease interest income (inclusive of VAT) of RMB2,460,612.

THE PURCHASE AGREEMENTS

The principal terms of the Purchase Agreements are as follows:

Parties

Buyer:	the Company
Supplier I:	a limited liability company incorporated in the PRC, which is principally engaged in oil industry special equipment related services.
Supplier II:	a limited liability company incorporated in the PRC, which is principally engaged in oil drilling special equipment manufacturing and sales.
Lessee:	a limited liability company incorporated in the PRC, which is principally engaged in oil and gas drilling engineering services, drilling special technical services and drilling engineering energy saving services.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessee and the Suppliers 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

Under the Purchase Agreement I, the total consideration of RMB25,839,600 shall involve: (i) an initial payment of RMB0 which shall be paid to the Company by the Lessee; and (ii) the remaining value of RMB25,839,600 which shall be payable by the Company to the Supplier I in a lump sum. The supplier I should deliver all of the Leased Assets I to Lessee within 110 days from the date of receipt of written notice of delivery from Lessee in accordance to the Purchase Agreement I.

The remaining value of the total consideration of RMB25,839,600 shall be funded by the Company's internal resources. All the terms of the Purchase Agreement I, including the total consideration of RMB25,839,600, 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.

Under the Purchase Agreement II, the total consideration of RMB16,027,355 shall involve: (i) an initial payment of RMB0 which shall be paid to the Company by the Lessee; and (ii) the remaining value of RMB16,027,355 which shall be payable by the Company to the Supplier II in a lump sum. The Supplier II should deliver all of the Leased Assets II to the Lessee by January 22, 2024 in accordance to the Purchase Agreement II.

The remaining value of the total consideration of RMB16,027,355 shall be funded by the Company's internal resources. All the terms of the Purchase Agreement II, including the total consideration of RMB16,027,355, 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 Suppliers do not separately calculate the profits before and after tax of the Leased Assets.

THE FINANCE LEASE AGREEMENTS

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

Parties

- Lessor: the Company

- Lessee: a limited liability company incorporated in the PRC, which is principally engaged in oil and gas drilling engineering services, drilling special technical services and drilling engineering energy saving services.

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 of the Company and its connected persons (as defined in the Listing Rules).

Leased Assets

The Leased Assets I are related asset under Drilling business, with an estimated fair value of RMB25,839,600.

The Leased Assets II are related asset under Drilling business, with an estimated fair value of RMB16,027,355.

The Leased Assets III are related asset under Drilling business, with a net book value of approximately RMB30,252,369.96.

The lessee does not separately account for the pre tax and post tax profits of the Leased Assets. The transfer price for the acquisition of Leased Assets under the Financing Lease Agreements shall be allocated by the internal resources of the company. 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 Agreements are 36 months, which shall commence on December 15, 2023.

Lease Payment and Method of Payment

Under the Finance Lease Agreements, the respective total finance lease payments are RMB28,098,335, RMB17,428,366, RMB30,609,650.57, including the finance lease principal of RMB25,839,600, RMB16,027,355, RMB28,149,038.57, as well as the finance lease interest income (inclusive of VAT) of RMB2,258,735 (calculated based on the interest rate of 5.65% per annum), RMB1,401,011 (calculated based on the interest rate of 5.65% per annum), RMB2,460,612 (calculated based on the interest rate of 5.65% per annum). The Lessee shall pay the lease payment to the Lessor at the end of each month 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 transfer consideration for the Leased Assets, finance lease principals, finance lease interest incomes and other expenses under the Finance Lease Agreements, were determined upon arm's length negotiation between the Lessee and the Lessor with reference to estimated fair value of the Leased Assets and prevailing market prices of the same category of finance lease products in the PRC.

Security Deposits

The Lessee agreed to pay the security deposits for the Finance Lease Agreements of RMB1,291,980 (bearing nil interests), RMB801,368 (bearing nil interests) and RMB1,407,452 (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 Lessee the remaining amount (if any).

Guarantee and Security

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

The ultimate beneficial owner of the Lessee and one of its associates provide joint and several liability security for the debts under the Finance Lease Agreements.

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 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 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 Lessee

Lessee is a limited liability company incorporated in the PRC, which is principally engaged in oil and gas drilling engineering services, drilling special technical services and drilling engineering energy saving services.

Information of Suppliers

Supplier I: a limited liability company incorporated in the PRC, which is principally engaged in oil industry special equipment related services.

Supplier II: a limited liability company incorporated in the PRC, which is principally engaged in oil drilling special equipment manufacturing and sales.

LISTING RULES IMPLICATIONS

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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 Financing Lease Agreement I, the Financing Lease Agreement II and the Financing Lease Agreement III
“Financing Lease Agreement I”	the finance lease agreement entered into between the Lessor and Lessee on December 15, 2023, with a total finance lease payment of RMB28,098,335
“Financing Lease Agreement II”	the finance lease agreement entered into between the Lessor and Lessee on December 15, 2023, with a total finance lease payment of RMB17,428,366
“Financing Lease Agreement III”	the finance lease agreement entered into between the Lessor and Lessee on December 15, 2023, with a total finance lease payment of RMB30,609,650.57
“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 he Leased Assets III

“Leased Assets I”	related asset under Drilling business, with an estimated fair value of RMB25,839,600
“Leased Assets II”	related asset under Drilling business, with an estimated fair value of RMB16,027,355
“Leased Assets III”	related asset under Drilling business, with an estimated fair value of RMB30,252,369.96
“Lessee”	Xinjiang Paiteluoer Energy Service Co., Ltd* (新疆派特羅爾能源服務股份有限公司), a limited liability company incorporated in the PRC, which is principally engaged in oil and gas drilling engineering services, drilling special technical services and drilling engineering energy saving services. The ultimate beneficial owner of the lessee is HE Jianbin* (何建斌)
“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 and the Purchase Agreement II
“Purchase Agreement I”	the purchase agreement entered into among the Company, the Supplier I and the Lessee on December 15, 2023
“Purchase Agreement II”	the purchase agreement entered into among the Company, the Supplier II and the Lessee on December 15, 2023
“RMB”	Renminbi, the lawful currency of the PRC
“Suppliers”	the Supplier I and the Supplier II

“Supplier I”	Lanzhou Lanshi Petroleum equipment Engineering Co., Ltd* (蘭州蘭石石油裝備工程股份有限公司), a limited liability company incorporated in the PRC, which is principally engaged in oil industry special equipment related services. The ultimate beneficial owner of the supplier is the State-owned Assets Supervision and Administration Commission of the Gansu Provincial People’s Government* (甘肅省人民政府國有資產監督管理委員會)
“Supplier II”	Qingdao Tianshi Oil & Gas Equipment Service Group Co., Ltd* (青島天時油氣裝備服務集團股份有限公司), a limited liability company incorporated in the PRC, which is principally engaged in oil drilling special equipment manufacturing and sales. The ultimate beneficial owner of the supplier is Huashang Energy Technology Co., LTD.* (華商能源科技股份有限公司), a limited company incorporated in the Cayman Islands with shares listed on the Main Board of the Stock Exchange (Stock code: 206)
“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.