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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 AGREEMENTS AND THE FINANCE LEASE TRANSACTIONS

THE PURCHASE AGREEMENTS AND THE FINANCE LEASE AGREEMENTS

The Board hereby announces that on March 29, 2024: (i) the Company (as the buyer) entered into the Purchase Agreement IX with the Supplier and the Lessee I, pursuant to which, the Company shall purchase the Leased Assets IX from the Supplier at the total consideration of RMB16,933,785.27; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement IX with the Lessee I, pursuant to which, among other things, the Company shall lease the Leased Assets IX to the Lessee I for a term of 36 months with a total finance lease payment of RMB16,641,385, which shall include a finance lease principal of RMB15,000,000 and a finance lease interest income (inclusive of VAT) of RMB1,641,385.

Reference is made to the announcements of the Company dated June 21, 2023, August 30, 2023 and December 18, 2023 in relation to the Purchase Agreement VI, the Finance Lease Agreement VI, the Purchase Agreement VII, the Finance Lease Agreement VII, the Purchase Agreement VIII and the Finance Lease Agreement VIII. Pursuant to which, among other things, the Company (as the buyer) entered into a Purchase Agreement VI, Purchase Agreement VII and a Purchase Agreement VIII with the Supplier and the Lessee II. The Company (as the Lessor) entered into a Financial Lease Agreement VI, Financial Lease Agreement VII and Financial Lease Agreement VIII with the Lessee II. Pursuant to which, (i) the Company shall purchase the Leased Assets VI, the Leased Assets VII and the Leased Assets VIII from the Supplier at the total consideration of RMB12,246,192, RMB7,304,424 and RMB8,600,268 respectively; and (ii) the Company shall lease the Leased Assets VI, the Leased Assets VII and the Leased Assets VIII to the Lessee II for a lease period of 36 months respectively with a total finance lease payment of RMB12,774,806, RMB6,655,700 and RMB8,333,773, which shall include a finance lease principle of RMB11,500,000, RMB6,000,000 and RMB7,500,000, a finance lease interest income (inclusive of VAT) of RMB1,274,806, RMB655,700 and RMB833,733.

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 Agreements is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement IX and the Finance Lease Agreement IX 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 March 29, 2024: (i) the Company (as the buyer) entered into the Purchase Agreement IX with the Supplier and the Lessee I, pursuant to which, the Company shall purchase the Leased Assets IX from the Supplier at the total consideration of RMB16,933,785.27; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement IX with the Lessee I, pursuant to which, among other things, the Company shall lease the Leased Assets IX to the Lessee I for a term of 36 months with a total finance lease payment of RMB16,641,385, which shall include a finance lease principal of RMB15,000,000 and a finance lease interest income (inclusive of VAT) of RMB1,641,385.

Reference is made to the announcements of the Company dated June 21, 2023, August 30, 2023 and December 18, 2023 in relation to the Purchase Agreement VI, the Finance Lease Agreement VI, the Purchase Agreement VII, the Finance Lease Agreement VII, the Purchase Agreement VIII and the Finance Lease Agreement VIII. Pursuant to which, among other things, the Company (as the buyer) entered into a Purchase Agreement VI, a Purchase Agreement VII and a Purchase Agreement VIII with the Supplier and the Lessee II. The Company (as the Lessor) entered into a Financial Lease Agreement VI, Financial Lease Agreement VII and Financial Lease Agreement VIII with the Lessee II. Pursuant to which, (i) the Company shall purchase the Leased Assets VI, the Leased Assets VII and the Leased Assets VIII from the Supplier at the total consideration of RMB12,246,192, RMB7,304,424 and RMB8,600,268 respectively; and (ii) the Company shall lease the Leased Assets VI, the Leased Assets VII and the Leased Assets VIII to the Lessee II for a lease period of 36 months respectively with a total finance lease payment of RMB12,774,806, RMB6,655,700 and RMB8,333,773, which shall include a finance lease principle of RMB11,500,000, RMB6,000,000 and RMB7,500,000, a finance lease interest income (inclusive of VAT) of RMB1,274,806, RMB655,700 and RMB833,733.

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 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 VII 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 total consideration under the Purchase Agreement VIII is RMB8,600,268 shall involve: (i) an initial payment of RMB1,100,268 which shall be paid to the Company by the Lessee II; and (ii) the remaining value of RMB7,500,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets VIII to the Lessee II by December 31, 2023 in accordance to the terms and conditions of the Purchase Agreement VIII.

The total consideration under the Purchase Agreement IX is RMB16,933,785.27 shall involve: (i) an initial payment of RMB1,933,785.27 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 IX to the Lessee I by March 25, 2024 in accordance to the terms and conditions of the Purchase Agreement IX.

The remaining value of the total consideration of RMB11,500,000, RMB6,000,000, RMB7,500,000 and RMB15,000,000 under Purchase Agreement VI, Purchase Agreement VII, Purchase Agreement VIII and Purchase Agreement IX shall be funded by the Company's internal resources. All the terms of the Purchase Agreements, including the total consideration of RMB12,246,192, RMB7,304,424, RMB8,600,268 and RMB16,933,785.27 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 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.

The Leased Assets VIII is star spinning pumping pump skid, with an estimated fair value of RMB8,600,268.

The Leased Assets IX is star spinning pumping pump skid, with an estimated fair value of RMB16,933,785.27.

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 VI is 36 months, which commenced on June 21, 2023.

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

The lease period of the Finance Lease Agreement VIII is 36 months, which commenced on December 18, 2023.

The lease period of the Finance Lease Agreement IX is 36 months, which shall commence on March 29, 2024.

Lease Payment and Method of Payment

Under each of the Finance Lease Agreement VI, the Finance Lease Agreement VII, the Finance Lease Agreement VIII and the Finance Lease Agreement IX, the respective total lease payment of RMB12,774,806, RMB6,655,700, RMB8,333,773 and RMB16,641,385, included (i) the finance lease principal of RMB11,500,000, RMB6,000,000, RMB7,500,000 and RMB15,000,000 and (ii) the finance lease interest income (inclusive of VAT) of RMB1,274,806 (calculated based on the interest rate of 6.85% per annum), RMB655,700 (calculated based on the interest rate of 6.85% per annum), RMB833,773 (calculated based on the interest rate of 6.85% per annum) and RMB1,641,385 (calculated based on the interest rate of 6.85% 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 respectively.

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 RMB805,000 (bearing nil interests), RMB420,000 (bearing nil interests), RMB525,000 (bearing nil interests) and RMB1,050,000 (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 shall provide joint and several liabilities guarantee for the debts of Lessee II under the Finance Lease Agreement VI, the Finance Lease Agreement VII and the Finance Lease Agreement VIII;
- (3) the Lessee II 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 Agreement VI, the Finance Lease Agreement VII and the Finance Lease Agreement VIII;
- (4) 100% of the Lessee II's equity interest will be pledged by its controlling shareholder to the Lessor; and
- (5) 100% equity of the Lessee I's wholly owned subsidiary 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 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 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 Agreements is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement IX and the Finance Lease Agreement IX 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 Agreements 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 VI, the Finance Lease Agreement VII, the Finance Lease Agreement VIII and the Finance Lease Agreement IX

“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
“Finance Lease Agreement VIII”	the finance lease agreement entered into between the Lessor and the Lessee II on December 18, 2023
“Finance Lease Agreement IX”	the finance lease agreement entered into between the Lessor and the Lessee I on March 29, 2024
“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 VI, the Leased Assets VII, the Leased Assets VIII and the Leased Assets IX
“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
“Leased Assets VIII”	star spinning pumping pump skid, with an estimated fair value of RMB8,600,268
“Leased Assets IX”	star spinning pumping pump skid, with an estimated fair value of RMB16,933,785.27
“Lessees”	the Lessee I and the Lessee II

“Lessee I”	Beijing Xingyou Technology Co., Ltd. * (北京星油科技有限公司), 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. The ultimate beneficial owner of the lessee is Yao Zhen * (姚鎮)
“Lessee II”	Beijing Xingyou Zhongnuo Oil and Gas Technology Co., Ltd. * (北京星油中諾油氣科技有限公司), 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. The ultimate beneficial owner of the lessee is Yao Zhen * (姚鎮)
“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 VI, the Purchase Agreement VII, the Purchase Agreement VIII and the Purchase Agreement IX
“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
“Purchase Agreement VIII”	the purchase agreement entered into among the Company, the Supplier and the Lessee II on December 18, 2023
“Purchase Agreement IX”	the purchase agreement entered into among the Company, the Supplier and the Lessee I on March 29, 2024
“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, April 2, 2024

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