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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 TRANSACTIONS

THE PURCHASE AGREEMENT AND THE FINANCE LEASE AGREEMENT

The Board hereby announces that on November 1, 2023: (i) the Company (as the buyer) entered into the Purchase Agreement with the Supplier and the Lessee, pursuant to which, the Company shall purchase the Leased Assets from the Supplier at the total consideration of RMB50,000,000; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement with the Lessee, pursuant to which, among other things, the Company shall lease the Leased Assets to the Lessee for a term of 60 months with a total finance lease payment of RMB53,291,648, which shall include a finance lease principal of RMB45,000,000 and a finance lease interest income (inclusive of VAT) of RMB8,291,648.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio under each of the Purchase Agreement and the Finance Lease Agreement is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement and the Finance Lease Agreement 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 November 1, 2023: (i) the Company (as the buyer) entered into the Purchase Agreement with the Supplier and the Lessee, pursuant to which, the Company shall purchase the Leased Assets from the Supplier at the total consideration of RMB50,000,000; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement with the Lessee, pursuant to which, among other things, the Company shall lease the Leased Assets to the Lessee for a term of 60 months with a total finance lease payment of RMB53,291,648, which shall include a finance lease principal of RMB45,000,000 and a finance lease interest income (inclusive of VAT) of RMB8,291,648.

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 sales of supercomputing equipment.

Lessee: a limited liability company incorporated in the PRC, which is principally engaged in computing services and data services.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessee 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 RMB50,000,000 shall involve: (i) an initial payment of RMB5,000,000 which shall be paid to the Company by the Lessee; and (ii) the remaining value of RMB45,000,000 which shall be payable by the Company to the Supplier in a lump sum. The Supplier should deliver all of the Leased Assets to the Lessee by November 30, 2023 in accordance to the terms and conditions of the Purchase Agreement.

The remaining value of the total consideration of RMB45,000,000 shall be funded by the Company's internal resources. All the terms of the Purchase Agreement, including the total consideration of RMB50,000,000, 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 AGREEMENT

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

Parties

Lessor: the Company

Lessee: a limited liability company incorporated in the PRC, which is principally engaged in computing services and data 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 are GPU servers, with an estimated fair value of RMB50,000,000.

If the Lessee has properly and fully performed all of its obligations under the Finance Lease Agreement, 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 Agreement, upon the expiry of the Finance Agreement.

Lease Period

The lease period of the Finance Lease Agreement is 60 months, which shall commence on November 1, 2023.

Lease Payment and Method of Payment

Under the Finance Lease Agreement, the total lease payment of RMB53,291,648 included the finance lease principal of RMB45,000,000 and the finance lease interest income (inclusive of VAT) of RMB8,291,648 (calculated based on the interest rate of 6.9% 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 Agreement during the lease period.

The terms of the Finance Lease Agreement, including transfer consideration for the Leased Assets, finance lease principals, finance lease interest incomes and other expenses under the Finance Lease Agreement, 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 Agreement of RMB3,600,000 (bearing nil interests). When the respective last lease payments of each of the Finance Lease Agreement 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 Agreement are set out below:

- (1) The legal representative, the controlling shareholder and the ultimate beneficial owner of the Lessee shall provide joint and several liabilities for the debts of the Lessee under the Finance Lease Agreement.
- (2) The controlling shareholder of the Lessee 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.

REASONS FOR AND BENEFITS OF ENTERING INTO THE PURCHASE AGREEMENT AND THE FINANCE LEASE AGREEMENT

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 Agreement 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 Agreement 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 Agreement were entered into under normal commercial terms, the Directors are of the view that the terms under the Purchase Agreement and the Finance Lease Agreement 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 computing services and data services.

Information of the Supplier

The Supplier is a limited liability company incorporated in the PRC, which is principally engaged in the sales of supercomputing equipment.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio under each of the Purchase Agreement and the Finance Lease Agreement is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement and the Finance Lease Agreement constitute 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 Agreement”	the finance lease agreement entered into between the Lessor and the Lessee on November 1, 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”	GPU servers, with an estimated fair value of RMB50,000,000
“Lessee”	Beijing Wanjie Zhisuan Technology Co., Ltd.* (北京萬界智算科技有限公司), a limited liability company incorporated in the PRC, which is principally engaged in computing services and data services. The ultimate beneficial owner of the Lessee is LV Chaoxing* (呂超星)
“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 on November 1, 2023
“RMB”	Renminbi, the lawful currency of the PRC

“Supplier”	Beijing Baichen Technology Co., Ltd.* (北京百晨科技有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the sales of supercomputing equipment. The ultimate beneficial owner of the Supplier is LI Kelin* (李科霖)
“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, November 1, 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