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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 June 29, 2021, the Company (as the Lessor) entered into the Finance Lease Agreement III with the Lessee, pursuant to which (i) the Lessor shall acquire the Leased Assets III owned by the Lessee at a transfer consideration of RMB20,000,000; and (ii) the Lessor shall lease the Leased Assets III back to the Lessee for a term of 36 months with a total lease payment of RMB21,597,917, which shall include a finance lease principal of RMB20,000,000 and a finance lease interest income (inclusive of VAT) of RMB1,597,917 under the Finance Lease Agreement III.

Reference is made to the announcement of the Company dated November 20, 2020 in relation to the Finance Lease Agreement II, pursuant to which, among other things, the Company (as Lessor) agreed to: (i) acquire the Leased Assets II owned by the Lessee at a transfer consideration of RMB45,000,000; and (ii) lease the Leased Assets II back to the Lessee for a term of 36 months with a total lease payment of RMB48,792,750, which included a finance lease principal of RMB45,000,000 and a finance lease interest income (inclusive of VAT) of RMB3,792,750 under the Finance Lease Agreement II.

LISTING RULES IMPLICATIONS

As the transactions under the Finance Lease Agreements were entered into 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 upon aggregation of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under 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 June 29, 2021, the Company (as the Lessor) entered into the Finance Lease Agreement III with the Lessee, pursuant to which (i) the Lessor shall acquire the Leased Assets III owned by the Lessee at a transfer consideration of RMB20,000,000; and (ii) the Lessor shall lease the Leased Assets III back to the Lessee for a term of 36 months with a total lease payment of RMB21,597,917, which shall include a finance lease principal of RMB20,000,000 and a finance lease interest income (inclusive of VAT) of RMB1,597,917 under the Finance Lease Agreement III.

Reference is made to the announcement of the Company dated November 20, 2020 in relation to the Finance Lease Agreement II, pursuant to which, among other things, the Company (as Lessor) agreed to: (i) acquire the Leased Assets II owned by the Lessee at a transfer consideration of RMB45,000,000; and (ii) lease the Leased Assets II back to the Lessee for a term of 36 months with a total lease payment of RMB48,792,750, which included a finance lease principal of RMB45,000,000 and a finance lease interest income (inclusive of VAT) of RMB3,792,750 under the Finance Lease Agreement II.

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

Finance Lease Agreement	Date of finance lease agreement	Expiry date of financial 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 (Approx.) <i>RMB</i>
Finance Lease Agreement II	November 20, 2020	November 19, 2023	45,000,000	3,792,750	3,600,000	48,792,750	59,019,529
Finance Lease Agreement III	June 29, 2021	June 28, 2024	20,000,000	1,597,917	1,600,000	21,597,917	33,837,088
Total			<u>65,000,000</u>	<u>5,390,667</u>	<u>5,200,000</u>	<u>70,390,667</u>	<u>92,856,617</u>

FINANCE LEASE AGREEMENTS

Principal terms of the Finance Lease Agreements are as follows:

Parties

Lessor: the Company

Lessee: a stock limited company incorporated in the PRC, which is principally engaged in production and sales of photovoltaic module products.

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessee and their ultimate beneficial owners are all independent third parties of the Company and its connected persons (as defined in the Listing Rules).

Leased Assets

The Leased Assets II are photovoltaic module production equipment located in Hebei Province, the PRC, with a net book value of approximately RMB59,019,529.

The Leased Assets III are photovoltaic module production equipment located in Hebei Province, the PRC, with a net book value of approximately RMB33,837,088.

The Lessee does not separately calculate the profits before and after tax of the Leased Assets. The transfer consideration for acquisition of the Leased Assets under the Finance Lease Agreements will be funded by the Company's internal resources.

Lease Period

The lease period of the Finance Lease Agreement II is 36 months, which commenced on November 20, 2020.

The lease period of the Finance Lease Agreement III is 36 months, which shall commence on June 29, 2021.

Lease Payment and Method of Payment

Under the Finance Lease Agreement II, the total lease payment of RMB48,792,750 included the finance lease principal of RMB45,000,000 and the finance lease interest income (inclusive of VAT) of RMB3,792,750 (calculated based on the interest rate of 5.10% 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 II during the lease period.

Under the Finance Lease Agreement III, the total lease payment of RMB21,597,917, included the finance lease principal of RMB20,000,000 and the finance lease interest income (inclusive of VAT) of RMB1,597,917 (calculated based on the interest rate of 5.00% 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 III during the lease period.

The terms of the Finance Lease Agreements, including transfer consideration for the Leased Assets, finance lease principal, finance lease interest income and other expenses under the Finance Lease Agreements, 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 Deposits

The Lessee agreed to pay the security deposits for the Finance Lease Agreement II and the Finance Lease Agreement III of RMB3,600,000 (bearing nil interests) and RMB1,600,000 (bearing nil interests), respectively. When the respective last lease payments of the Finance Lease Agreements are due to be paid, the lease payments and other payables under the final payments will automatically be deducted from the related deposit, and the Lessor will refund the Lessee the remaining amount (if any).

Ownership of the Leased Assets

During the lease period, the ownership of the Leased Assets shall be vested in the Lessor. If the Lessee have properly and fully performed all of their obligations under the Finance Lease Agreements, upon the expiry of the Finance Lease Agreements, the Lessor will transfer the Leased Assets to the Lessee at the consideration of RMB100 in nominal value, respectively.

Guarantee

The ultimate beneficial owner of the Lessee provides joint and several liabilities guarantee for the debts of the 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 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 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

The Lessee is a stock limited company incorporated in the PRC, which is principally engaged in production and sales of photovoltaic module products.

LISTING RULES IMPLICATIONS

As the transactions under the Finance Lease Agreements were entered into 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 upon aggregation of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under 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.

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 in 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 II and the Finance Lease Agreement III
“Finance Lease Agreement II”	the finance lease agreement entered into between the Lessor and the Lessee on November 20, 2020
“Finance Lease Agreement III”	the finance lease agreement entered into between the Lessor and the Lessee on June 29, 2021
“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 II and the Leased Assets III
“Leased Assets II”	photovoltaic module production equipment located in Hebei Province, the PRC, with a net book value of approximately RMB59,019,529 under the Finance Lease Agreement II
“Leased Assets III”	photovoltaic module production equipment located in Hebei Province, the PRC, with a net book value of approximately RMB33,837,088 under the Finance Lease Agreement III

“Lessee”	Tangshan Haitai New Energy Technology Co., Ltd.* (唐山海泰新能源科技股份有限公司), a stock limited company incorporated in the PRC, which is principally engaged in production and sales of photovoltaic module products. This company has been listed on the National Equities Exchange and Quotations (“NEEQ”) with the stock code of 835985. The ultimate beneficial owner of this company is WANG Yong* (王永)
“Lessor”	the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“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.
DUAN Hongwei
Chairman

Beijing, the PRC, June 29, 2021

As at the date of this announcement, the Board comprises Mr. HE Rongfeng and Mr. HUANG Wen as executive Directors, Mr. DUAN Hongwei, Mr. LOU Yixiang, Mr. ZHANG Shuqing and Mr. DU Yunchao 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.