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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 TRANSACTION

FINANCE LEASE AGREEMENTS

The Board hereby announces that on May 17, 2022, the Company (as the Lessor) entered into the Finance Lease Agreement I and the Finance Lease Agreement II with the Lessee I and the Lessee II respectively, pursuant to which (i) the Lessor shall acquire the Leased Assets I and the Leased Assets II owned by the Lessee I and the Lessee II at a transfer consideration of RMB12,000,000 and RMB28,000,000 respectively; and (ii) the Lessor shall lease the Leased Assets I and the Leased Assets II back to the Lessee I and the Lessee II for a term of 24 months with a total lease payment of RMB12,812,250 and RMB29,895,250 respectively. Under the Finance Lease Agreement I, the total lease payment shall include a finance lease principle of RMB12,000,000 and a finance lease interest income (inclusive of VAT) of RMB812,250. Under the Finance Lease Agreement II, the total lease payment shall include a finance lease principle of RMB28,000,000 and a finance lease interest income (inclusive of VAT) of RMB1,895,250.

LISTING RULES IMPLICATION

The Lessee I and the Lessee II are under the common control of the same ultimate beneficial owner, the Lessee I and the Lessee II are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the highest applicable percentage ratio under the Finance Lease Agreement I and the Finance Lease Agreement II on its own is less than 5%, while the highest applicable percentage ratio upon aggregation of the Finance Lease Agreement I and the Finance Lease Agreement II is higher than 5% but less than 25%, the transactions contemplated under the Finance Lease Agreement I and the Finance Lease Agreement II, when aggregated as a whole, 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 May 17, 2022, the Company (as the Lessor) entered into the Finance Lease Agreement I and the Finance Lease Agreement II with the Lessee I and the Lessee II respectively, pursuant to which (i) the Lessor shall acquire the Leased Assets I and the Leased Assets II owned by the Lessee I and the Lessee II at a transfer consideration of RMB12,000,000 and RMB28,000,000 respectively; and (ii) the Lessor shall lease the Leased Assets I and the Leased Assets II back to the Lessee I and the Lessee II for a term of 24 months with a total lease payment of RMB12,812,250 and RMB29,895,250 respectively. Under the Finance Lease Agreement I, the total lease payment shall include a finance lease principle of RMB12,000,000 and a finance lease interest income (inclusive of VAT) of RMB812,250. Under the Finance Lease Agreement II, the total lease payment shall include a finance lease principle of RMB28,000,000 and a finance lease interest income (inclusive of VAT) of RMB1,895,250.

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

Finance Lease Agreement	Date of finance lease agreement	Expiry date of finance lease agreement	Finance lease principal amount <i>RMB</i>	Finance lease interest income (inclusive of VAT) <i>RMB</i>	Security deposit <i>RMB</i>	Total lease payment <i>RMB</i>	Net book value of Leased Assets (Approx.) <i>RMB</i>
Finance Lease Agreement I	May 17, 2022	May 16, 2024	12,000,000	812,250	1,200,000	12,812,250	13,996,900
Finance Lease Agreement II	May 17, 2022	May 16, 2024	28,000,000	1,895,250	2,800,000	29,895,250	34,361,775
Total			<u>40,000,000</u>	<u>2,707,500</u>	<u>4,000,000</u>	<u>42,707,500</u>	<u>48,358,675</u>

FINANCE LEASE AGREEMENTS

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 the provision of precision diagnosis services.

Lessee II: a limited liability company incorporated in the PRC, which is principally engaged in the provision of precision diagnosis services.

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

Leased Assets

The Leased Assets I and the Leased Asset II are genetic sequencing machines and relative equipment, with net book value of approximately RMB13,996,900 and RMB34,361,775 respectively.

The Lessees do not separately calculate the profits before and after tax of the Leased Assets. The transfer considerations for the 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 Agreements is 24 months, which shall commence on May 17, 2022 respectively.

Lease Payment and Method of Payment

Under the Finance Lease Agreement I and the Finance Lease Agreement II, the respective total lease payment of RMB12,812,250 and RMB29,895,250 shall include (i) the finance lease principal of RMB12,000,000 and RMB28,000,000 respectively, and (ii) the finance lease interest income (inclusive of VAT) of RMB812,250 (calculated based on the interest rate of 6.0% per annum) and RMB1,895,250 (calculated based on the interest rate of 6.0% per annum) respectively. 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 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 Deposit

The Lessees agreed to pay the security deposit for the Finance Lease Agreements of RMB1,200,000 (bearing nil interests) and RMB2,800,000 (bearing nil interests) respectively. 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).

Ownership of the Leased Assets

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

Guarantee

The guarantee arrangements under the Finance Lease Agreements are set out below:

- (1) the controlling shareholder of the Lessee II shall provide joint and several liabilities guarantee for the debts under the Finance Lease Agreements respectively; and
- (2) the ultimate beneficial owner of the Lessees shall provide joint and several liabilities guarantee for the debts 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 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 I is a limited liability company incorporated in the PRC, which is principally engaged in the provision of precision diagnosis services.

The Lessee II is a limited liability company incorporated in the PRC, which is principally engaged in the provision of precision diagnosis services.

LISTING RULES IMPLICATION

The Lessee I and the Lessee II are under the common control of the same ultimate beneficial owner, the Lessee I and the Lessee II are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the highest applicable percentage ratio under the Finance Lease Agreement I and the Finance Lease Agreement II on its own is less than 5%, while the highest applicable percentage ratio upon aggregation of the Finance Lease Agreement I and the Finance Lease Agreement II is higher than 5% but less than 25%, the transactions contemplated under the Finance Lease Agreement I and the Finance Lease Agreement II, when aggregated as a whole, 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 I and the Finance Lease Agreement II
“Finance Lease Agreement I”	the finance lease agreement entered into between the Lessor and Lessee I on May 17, 2022
“Finance Lease Agreement II”	the finance lease agreement entered into between the Lessor and Lessee II on May 17, 2022
“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 and the Leased Assets II
“Leased Assets I”	genetic sequencing machines and relative equipment, with a net book value of approximately RMB13,996,900
“Leased Assets II”	genetic sequencing machines and relative equipment, with a net book value of approximately RMB34,361,775
“Lessees”	the Lessee I and the Lessee II

“Lessee I”	Shanghai 3DMed Medical Laboratory Co., Ltd.* (上海思路迪醫學檢驗所有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the provision of precision diagnosis services. The ultimate beneficial owner of the Lessee I is XIONG Lei* (熊磊)
“Lessee II”	Shanghai 3DMed Biomedical Technology Co., Ltd.* (上海思路迪生物醫學科技有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the provision of precision diagnosis services. The ultimate beneficial owner of the Lessee II is XIONG Lei* (熊磊)
“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, May 17, 2022

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.