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## **Sanai Health Industry Group Company Limited**

**三愛健康產業集團有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1889)**

### **DISCLOSEABLE TRANSACTIONS FINANCE LEASE ARRANGEMENTS**

#### **FINANCE LEASE ARRANGEMENTS**

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 1 with the Lessee 1, pursuant to which (i) the Lessor shall acquire the Leased Assets 1 at a consideration of RMB48,000,000 (equivalent to approximately HK\$57,600,000); and (ii) the Lessor shall lease the Leased Assets 1 back to the Lessee 1 for a term of 12 months with a total lease payment of RMB51,360,000 (equivalent to approximately HK\$61,632,000), which shall include a finance lease principal of RMB48,000,000 (equivalent to approximately HK\$57,600,000) and a finance lease interest (inclusive of VAT) of approximately RMB3,360,000 (equivalent to approximately HK\$4,032,000) under the Finance Lease Agreement 1.

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 2 with the Lessee 2, pursuant to which (i) the Lessor shall acquire the Leased Assets 2 at a consideration of RMB45,000,000 (equivalent to approximately HK\$54,000,000); and (ii) the Lessor shall lease the Leased Assets 2 back to the Lessee 2 for a term of 12 months with a total lease payment of RMB48,150,000 (equivalent to approximately HK\$57,780,000), which shall include a finance lease principal of RMB45,000,000 (equivalent to approximately HK\$54,000,000) and a finance lease interest (inclusive of VAT) of approximately RMB3,150,000 (equivalent to approximately HK\$3,780,000) under the Finance Lease Agreement 2.

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 3 with the Lessee 3, pursuant to which (i) the Lessor shall acquire the Leased Assets 3 at a consideration of RMB38,000,000 (equivalent to approximately HK\$45,600,000); and (ii) the Lessor shall lease the Leased Assets 3 back to the Lessee 3 for a term of 18 months with a total lease payment of RMB41,705,000 (equivalent to approximately HK\$50,046,000), which shall include a finance lease principal of RMB38,000,000 (equivalent to approximately HK\$45,600,000) and a finance lease interest (inclusive of VAT) of approximately RMB3,705,000 (equivalent to approximately HK\$4,446,000) under the Finance Lease Agreement 3.

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 4 with the Lessee 4, pursuant to which (i) the Lessor shall acquire the Leased Assets 4 at a consideration of RMB35,000,000 (equivalent to approximately HK\$42,000,000); and (ii) the Lessor shall lease the Leased Assets 4 back to the Lessee 4 for a term of 18 months with a total lease payment of RMB38,412,500 (equivalent to approximately HK\$46,095,000), which shall include a finance lease principal of RMB35,000,000 (equivalent to approximately HK\$42,000,000) and a finance lease interest (inclusive of VAT) of approximately RMB3,412,500 (equivalent to approximately HK\$4,095,000) under the Finance Lease Agreement 4.

#### **LISTING RULES IMPLICATIONS**

As the highest applicable percentage ratio under each of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under each of the Finance Lease Agreements constitute a discloseable transaction of the Company and is subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## **FINANCE LEASE AGREEMENT 1**

### **Background**

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 1 with the Lessee 1, pursuant to which (i) the Lessor shall acquire the Leased Assets 1 from the Lessee 1 at the consideration of RMB48,000,000 (equivalent to approximately HK\$57,600,000); and (ii) the Lessor shall lease the Leased Assets 1 back to the Lessee 1 for a term of 12 months with a total lease payment of RMB51,360,000 (equivalent to approximately HK\$61,632,000), which shall include finance lease principal of RMB48,000,000 (equivalent to approximately HK\$57,600,000) and finance lease interest (inclusive of VAT) of approximately RMB3,360,000 (equivalent to approximately HK\$4,032,000) under the Finance Lease Agreement 1.

The principal terms of the Finance Lease Agreement 1 are as follows:

<b>Date of Finance Lease Agreement 1</b>	<b>Expiry date of Finance Lease Agreement 1</b>	<b>Finance lease principal (RMB)</b>	<b>Finance lease interest (inclusive of VAT) (RMB)</b>	<b>Total lease payment (RMB)</b>	<b>Appraised value of Lease Assets 1 (Approx.) (RMB)</b>
23 December 2021	22 December 2022	48,000,000	3,360,000	51,360,000	55,000,000

### **Consideration**

Pursuant to the Finance Lease Agreement 1, Zhonghuixin has agreed to purchase the Leased Assets 1 from the Lessee 1 at the consideration of RMB48,000,000 (equivalent to approximately HK\$57,600,000), which shall be paid within 45 business days from the date of the Finance Lease Agreement 1. The consideration will be satisfied by the internal resources of the Group.

### **Leased Assets 1**

The Leased Assets 1 comprises electric cables and transformers located in the PRC with an appraised value of approximately RMB55,000,000 (equivalent to approximately HK\$66,000,000) as assessed by independent third party valuer.

During the term of the Finance Lease Agreement 1, the risk in connection with the losses and damages to the Leased Assets 1 shall be solely borne by the Lessee 1. The Lessee 1 shall be responsible for the maintenance of the same.

It is infeasible to separately calculate the revenue, profits before and after tax to be derived from the Leased Assets 1 on a stand-alone basis.

### **Lease Period**

The lease period of the Finance Lease Agreement 1 is from 23 December 2021 to 22 December 2022.

### **Lease Payment and Method of Payment**

Under the Finance Lease Agreement 1, the total lease payment of RMB51,360,000 (equivalent to approximately HK\$61,632,000) included the finance lease principal of RMB48,000,000 (equivalent to approximately HK\$57,600,000) and the finance lease interest (inclusive of VAT) of RMB3,360,000 (calculated based on the interest rate of 7.0% per annum) (equivalent to approximately HK\$4,032,000). The Lessee 1 shall pay the lease payment to the Lessor in accordance with the terms and conditions of the Finance Lease Agreement 1 during the lease period.

The repayment schedule of the Finance Lease Agreement 1 is as follows:

<b>Repayment Date</b>	<b>Repayment of the finance lease principal (RMB)</b>	<b>Finance lease interest for the period (RMB)</b>	<b>Total lease payment (RMB)</b>
22 December 2022	<u>48,000,000</u>	<u>3,360,000</u>	<u>51,360,000</u>
<b>Total</b>	<b><u>48,000,000</u></b>	<b><u>3,360,000</u></b>	<b><u>51,360,000</u></b>

The terms of the Finance Lease Agreement 1, including the acquisition consideration for the Leased Assets 1, finance lease principal, finance lease interest and other expenses, were determined upon arm's length negotiation between the Lessor and the Lessee 1 with reference to the appraised value of the Leased Assets 1 and the prevailing market prices of the same category of finance lease products in the PRC.

### **Ownership of the Leased Assets 1**

After acquisition by the Lessor, the ownership of the Leased Assets 1 shall be vested in the Lessor until the Lessee 1 repurchases the same.

### **Lessee's right to repurchase the Leased Assets 1**

Upon expiry of the lease term, subject to the Lessee 1 having paid all the lease payments and any other payables (if any) to the Lessor in accordance with the terms of the Finance Lease Agreement 1, the Lessee 1 shall have the right to repurchase the Leased Assets 1 at a nominal consideration of RMB100 (equivalent to approximately HK\$120) under Finance Lease Agreement 1.

## **FINANCE LEASE AGREEMENT 2**

### **Background**

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 2 with the Lessee 2, pursuant to which (i) the Lessor shall acquire the Leased Assets 2 from the Lessee 2 at the consideration of RMB45,000,000 (equivalent to approximately HK\$54,000,000); and (ii) the Lessor shall lease the Leased Assets 2 back to the Lessee 2 for a term of 12 months with a total lease payment of RMB48,150,000 (equivalent to approximately HK\$57,780,000), which shall include finance lease principal of RMB45,000,000 (equivalent to approximately HK\$54,000,000) and finance lease interest (inclusive of VAT) of approximately RMB3,150,000 (equivalent to approximately HK\$3,780,000) under the Finance Lease Agreement 2.

The principal terms of the Finance Lease Agreement 2 are as follows:

<b>Date of Finance Lease Agreement 2</b>	<b>Expiry date of Finance Lease Agreement 2</b>	<b>Finance lease principal (RMB)</b>	<b>Finance lease interest (inclusive of VAT) (RMB)</b>	<b>Total lease payment (RMB)</b>	<b>Appraised book value of Leased Assets 2 (Approx.) (RMB)</b>
23 December 2021	22 December 2022	45,000,000	3,150,000	48,150,000	52,551,000

### **Consideration**

Pursuant to the Finance Lease Agreement 2, Zhonghuixin has agreed to purchase the Leased Assets 2 from the Lessee 2 at the consideration of RMB45,000,000 (equivalent to approximately HK\$54,000,000), which shall be paid within 45 business days from the date of the Finance Lease Agreement 2. The consideration will be satisfied by the internal resources of the Group.

### **Leased Assets 2**

The Leased Assets 2 comprises power buried pipes, electric cables and transformers located in the PRC with an appraised value of approximately RMB52,551,000 (equivalent to approximately HK\$63,061,200) as assessed by independent third party valuer.

During the term of the Finance Lease Agreement 2, the risk in connection with the losses and damages to the Leased Assets 2 shall be solely borne by the Lessee 2. The Lessee 2 shall be responsible for the maintenance of the same.

It is infeasible to calculate the revenue, profits before and after tax to be derived from the Leased Assets 2 on a stand-alone basis.

### **Lease Period**

The lease period of the Finance Lease Agreement 2 is from 23 December 2021 to 22 December 2022.

### **Lease Payment and Method of Payment**

Under the Finance Lease Agreement 2, the total lease payment of RMB48,150,000 (equivalent to approximately HK\$57,780,000) included the finance lease principal of RMB45,000,000 (equivalent to approximately HK\$54,000,000) and the finance lease interest (inclusive of VAT) of RMB3,150,000 (calculated based on the interest rate of 7.0% per annum) (equivalent to approximately HK\$3,780,000). The Lessee 2 shall pay the lease payment to the Lessor in accordance with the terms and conditions of the Finance Lease Agreement 2 during the lease period.

The repayment schedule of the Finance Lease Agreement 2 is as follows:

<b>Repayment Date</b>	<b>Repayment of the finance lease principal (RMB)</b>	<b>Finance lease interest for the period (RMB)</b>	<b>Total lease payment (RMB)</b>
22 December 2022	<u>45,000,000</u>	<u>3,150,000</u>	<u>48,150,000</u>
<b>Total</b>	<b><u>45,000,000</u></b>	<b><u>3,150,000</u></b>	<b><u>48,150,000</u></b>

The terms of the Finance Lease Agreement 2, including the acquisition consideration for the Leased Assets 2, finance lease principal, finance lease interest and other expenses, were determined upon arm's length negotiation between the Lessor and the Lessee 2 with reference to the appraised value of the Leased Assets 2 and the prevailing market prices of the same category of finance lease products in the PRC.

### **Ownership of the Leased Assets 2**

After acquisition by the Lessor, the ownership of the Leased Assets 2 shall be vested in the Lessor until the Lessee 2 repurchases the same.

### **Lessee's right to repurchase the Leased Assets 2**

Upon expiry of the lease term, subject to the Lessee 2 having paid all the lease payments and any other payables (if any) to the Lessor in accordance with the terms of the Finance Lease Agreement 2, the Lessee 2 shall have the right to repurchase the Leased Assets 2 at a nominal consideration of RMB100 (equivalent to approximately HK\$120) under Finance Lease Agreement 2.

## **FINANCE LEASE AGREEMENT 3**

### **Background**

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 3 with the Lessee 3, pursuant to which (i) the Lessor shall acquire the Leased Assets 3 from the Lessee 3 at the consideration of RMB38,000,000 (equivalent to approximately HK\$45,600,000); and (ii) the Lessor shall lease the Leased Assets 3 back to the Lessee 3 for a term of 18 months with a total lease payment of RMB41,705,000 (equivalent to approximately HK\$50,046,000), which shall include finance lease principal of RMB38,000,000 (equivalent to approximately HK\$45,600,000) and finance lease interest (inclusive of VAT) of approximately RMB3,705,000 (equivalent to approximately HK\$4,446,000) under the Finance Lease Agreement 3.

The principal terms of the Finance Lease Agreement 3 are as follows:

<b>Date of Finance Lease Agreement 3</b>	<b>Expiry date of Finance Lease Agreement 3</b>	<b>Finance lease principal (RMB)</b>	<b>Finance lease interest (inclusive of VAT) (RMB)</b>	<b>Total lease payment (RMB)</b>	<b>Appraised value of Leased Assets 3 (Approx.) (RMB)</b>
23 December 2021	22 June 2023	38,000,000	3,705,000	41,705,000	45,820,000

### **Consideration**

Pursuant to the Finance Lease Agreement 3, Zhonghuixin has agreed to purchase the Leased Assets 3 from the Lessee 3 at the consideration of RMB38,000,000 (equivalent to approximately HK\$45,600,000), which shall be paid within 45 business days from the date of the Finance Lease Agreement 3. The consideration will be satisfied by the internal resources of the Group.

### **Leased Assets 3**

The Leased Assets 3 comprises sewage wells, basins and rain wells located in the PRC, with an appraised value of approximately RMB45,820,000 (equivalent to approximately HK\$54,984,000) as assessed by independent third party valuer.

During the term of the Finance Lease Agreement 3, the risk in connection with the losses and damages to the Leased Assets 3 shall be solely borne by the Lessee 3. The Lessee 3 shall be responsible for the maintenance of the same.

It is infeasible to calculate the revenue, profits before and after tax to be derived from the Leased Assets 3 on a stand-alone basis.

### **Lease Period**

The lease period of the Finance Lease Agreement 3 is from 23 December 2021 to 22 June 2023.

## Lease Payment and Method of Payment

Under the Finance Lease Agreement 3, the total lease payment of RMB41,705,000 (equivalent to approximately HK\$50,046,000) included the finance lease principal of RMB38,000,000 (equivalent to approximately HK\$45,600,000) and the finance lease interest (inclusive of VAT) of RMB3,705,000 (calculated based on the interest rate of 6.5% per annum) (equivalent to approximately HK\$4,446,000). The Lessee 3 shall pay the lease payment to the Lessor in accordance with the terms and conditions of the Finance Lease Agreement 3 during the lease period.

The repayment schedule of the Finance Lease Agreement 3 is as follows:

<b>Repayment Dates</b>	<b>Repayment of the finance lease principal (RMB)</b>	<b>Finance lease interest for the period (RMB)</b>	<b>Total lease payment (RMB)</b>
22 December 2022	—	2,470,000	2,470,000
22 June 2023	<u>38,000,000</u>	<u>1,235,000</u>	<u>39,235,000</u>
<b>Total</b>	<b><u>38,000,000</u></b>	<b><u>3,705,000</u></b>	<b><u>41,705,000</u></b>

The terms of the Finance Lease Agreement 3, including the acquisition consideration for the Leased Assets 3, finance lease principal, finance lease interest and other expenses, were determined upon arm's length negotiation between the Lessor and the Lessee 3 with reference to the appraised value of the Leased Assets 3 and the prevailing market prices of the same category of finance lease products in the PRC.

## Ownership of the Leased Assets 3

After acquisition by the Lessor, the ownership of the Leased Assets 3 shall be vested in the Lessor until the Lessee 3 repurchases the same.

## Lessee's right to repurchase the Leased Assets 3

Upon expiry of the lease term, subject to the Lessee 3 having paid all the lease payments and any other payables (if any) to the Lessor in accordance with the terms of the Finance Lease Agreement 3, the Lessee 3 shall have the right to repurchase the Leased Assets 3 at a nominal consideration of RMB100 (equivalent to approximately HK\$120) under Finance Lease Agreement 3.

## FINANCE LEASE AGREEMENT 4

### Background

On 23 December 2021, Zhonghuixin, an indirect wholly-owned subsidiary of the Company (as the Lessor) entered into the Finance Lease Agreement 4 with the Lessee 4, pursuant to which (i) the Lessor shall acquire the Leased Assets 4 from the Lessee 4 at the consideration of RMB35,000,000 (equivalent to approximately HK\$42,000,000); and (ii) the Lessor shall lease the Leased Assets 4 back to the Lessee 4 for a term of 18 months with a total lease payment of RMB38,412,500 (equivalent to approximately HK\$46,095,000), which shall include a finance lease principal of RMB35,000,000 (equivalent to approximately HK\$42,000,000) and a finance lease interest (inclusive of VAT) of approximately RMB3,412,500 (equivalent to approximately HK\$4,095,000) under the Finance Lease Agreement 4.

The principal terms of the Finance Lease Agreement 4 are as follows:

<b>Date of Finance Lease Agreement 4</b>	<b>Expiry date of Finance Lease Agreement 4</b>	<b>Finance lease principal (RMB)</b>	<b>Finance lease interest (inclusive of VAT) (RMB)</b>	<b>Total lease payment (RMB)</b>	<b>Appraised value of Lease Assets 4 (Approx.) (RMB)</b>
23 December 2021	22 June 2023	35,000,000	3,412,500	38,412,500	45,101,000

### Consideration

Pursuant to the Finance Lease Agreement 4, Zhonghuixin has agreed to purchase the Leased Assets 4 from the Lessee 4 at the consideration of RMB35,000,000 (equivalent to approximately HK\$42,000,000), which shall be paid within 45 business days from the date of the Finance Lease Agreement 4. The consideration will be satisfied by the internal resources of the Group.

### Leased Assets 4

The Leased Assets 4 comprises facilities and equipment for performing arts venues and stages located in the PRC with an appraised value of approximately RMB45,101,000 (equivalent to approximately HK\$54,121,200) as assessed by independent third party valuer.

During the term of the Finance Lease Agreement 4, the risk in connection with the losses and damages to the Leased Assets 4 shall be solely borne by the Lessee 4. The Lessee 4 shall be responsible for the maintenance of the same.

It is infeasible to calculate the revenue, profits before and after tax to be derived from the Leased Assets 4 on a stand-alone basis.

## Lease Period

The lease period of the Finance Lease Agreement 4 is from 23 December 2021 to 22 June 2023.

## Lease Payment and Method of Payment

Under the Finance Lease Agreement 4, the total lease payment of RMB38,412,500 (equivalent to approximately HK\$46,095,000) included the finance lease principal of RMB35,000,000 (equivalent to approximately HK\$42,000,000) and the finance lease interest (inclusive of VAT) of RMB3,412,500 (calculated based on the interest rate of 6.5% per annum) (equivalent to approximately HK\$4,095,000). The Lessee 4 shall pay the lease payment to the Lessor in accordance with the terms and conditions of the Finance Lease Agreement 4 during the lease period.

The repayment schedule of the Finance Lease Agreement 4 is as follows:

<b>Repayment Dates</b>	<b>Repayment of the finance lease principal (RMB)</b>	<b>Finance lease interest for the period (RMB)</b>	<b>Total lease payment (RMB)</b>
22 December 2022	—	2,275,000	2,275,000
22 June 2023	<u>35,000,000</u>	<u>1,137,500</u>	<u>36,137,500</u>
<b>Total</b>	<u>35,000,000</u>	<u>3,412,500</u>	<u>38,412,500</u>

The terms of the Finance Lease Agreement 4, including the acquisition consideration for the Leased Assets 4, finance lease principal, finance lease interest and other expenses, were determined upon arm's length negotiation between the Lessor and the Lessee 4 with reference to the appraised value of the Leased Assets 4 and the prevailing market prices of the same category of finance lease products in the PRC.

## Ownership of the Leased Assets 4

After acquisition by the Lessor, the ownership of the Leased Assets 4 shall be vested in the Lessor until the Lessee 4 repurchases the same.

## Lessee's right to repurchase the Leased Assets 4

Upon expiry of the lease term, subject to the Lessee 4 having paid all the lease payments and any other payables (if any) to the Lessor in accordance with the terms of the Finance Lease Agreement 4, the Lessee 4 shall have the right to repurchase the Leased Assets 4 at a nominal consideration of RMB100 (equivalent to approximately HK\$120) under Finance Lease Agreement 4.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASE AGREEMENTS**

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 Group and Zhonghuixin**

The Group is principally engaged in (i) pharmaceutical products business, which include development, manufacturing, marketing and sales of pharmaceutical products and sale of health care products; (ii) provision of financial leasing services; (iii) other general trading, which include trading of goods other than pharmaceutical products; and (iv) provision of genetic testing and molecular diagnostic services.

Zhonghuixin is an indirect wholly-owned subsidiary of the Company and is principally engaged in the provision of finance leasing business.

### **Information of the Lessee 1**

The Lessee 1 is a limited liability company incorporated in the PRC, and is principally engaged in construction of the infrastructure for the high-new technology industry.

### **Information of the Lessee 2**

The Lessee 2 is a limited liability company incorporated in the PRC, and is principally engaged in construction of the public infrastructure for the power supply.

### **Information of the Lessee 3**

The Lessee 3 is a limited liability company incorporated in the PRC, and is principally engaged in construction of the public infrastructure for the sewage system.

## Information of the Lessee 4

The Lessee 4 is a limited liability company incorporated in the PRC, and is principally engaged in the tourism services management and art performance management.

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

## LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio under each of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under each of the Finance Lease Agreements constitute a discloseable transaction of the Company and is 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
“Company”	Sanai Health Industry Group Company Limited (三愛健康產業集團有限公司), an exempted company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the main board of the Stock Exchange (stock code: 1889)
“Director(s)”	the director(s) of the Company
“Finance Lease Agreement 1”	the finance lease agreement dated 23 December 2021 entered into between Zhonghuixin and Lessee 1
“Finance Lease Agreement 2”	the finance lease agreement dated 23 December 2021 entered into between Zhonghuixin and Lessee 2
“Finance Lease Agreement 3”	the finance lease agreement dated 23 December 2021 entered into between Zhonghuixin and Lessee 3
“Finance Lease Agreement 4”	the finance lease agreement dated 23 December 2021 entered into between Zhonghuixin and Lessee 4
“Finance Lease Agreements”	collectively, the Finance Lease Agreement 1, the Finance Lease Agreement 2, the Finance Lease Agreement 3 and the Finance Lease Agreement 4

“Finance Lease Arrangements”	the purchase of the Leased Assets Group by Zhonghuixin from the respective Lessees and the lease back of the Leased Assets to the respective Lessees pursuant to the terms of the Finance Lease Agreements and the option for the Lessee to repurchase the same
“Group”	the Company and its subsidiaries
“HK\$” or “Hong Kong Dollars”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party(-ies)”	independent third party(-ies) which is/are not connected person(s) of the Company and is/are independent of the Company and its connected persons
“Leased Assets 1”	the assets purchased by Zhonghuixin from the Lessee 1 under the terms of the Finance Lease Agreement 1, comprising electric cables and transformers located in the PRC
“Leased Assets 2”	the assets purchased by Zhonghuixin from the Lessee 2 under the terms of the Finance Lease Agreement 2, comprising power buried pipes, electric cables and transformers located in the PRC
“Leased Assets 3”	the assets purchased by Zhonghuixin from the Lessee 3 under the terms of the Finance Lease Agreement 3, comprising sewage wells, basins and rain wells located in the PRC
“Leased Assets 4”	the assets purchased by Zhonghuixin from the Lessee 4 under the terms of the Finance Lease Agreement 4, comprising facilities and equipment for performing arts venues and stages located in the PRC
“Leased Assets Group”	collectively, the Leased Assets 1, the Leased Assets 2, the Leased Assets 3 and the Leased Assets 4
“Lessee 1”	a company incorporated under the laws of the PRC with limited liability, and is principally engaged in the construction of the infrastructure of high-new technology industry
“Lessee 2”	a company incorporated under the laws of the PRC with limited liability, and is principally engaged in the construction of public infrastructure for power supply

“Lessee 3”	a company incorporated under the laws of the PRC with limited liability, and is principally engaged in the construction of public infrastructure for sewage system
“Lessee 4”	a company incorporated under the laws of the PRC with limited liability, and is principally engaged in the tourism services management and arts performance management
“Lessees”	collectively, the Lessee 1, the Lessee 2, the Lessee 3 and the Lessee 4
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China and for the sole purpose of this announcement, shall exclude Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“VAT”	the value-added tax
“Zhonghuixin” or “Lessor”	Zhonghuixin Financial Leasing (Shenzhen) Co., Ltd.* 中匯鑫融資租賃(深圳)有限公司, a company with limited liability established in the PRC and an indirect wholly-owned subsidiary of the Company
“%”	per cent

*For the purpose of this announcement, conversion of RMB into HK Dollars is based on the approximate exchange rate of RMB1 to HK\$1.2. Such exchange rate is for the purpose of illustration only and does not constitute a representation that any amounts in HK Dollars or RMB have been, could have been or may be converted at such or any other rate or at all.*

By order of the Board  
**Sanai Health Industry Group Company Limited**  
**CHEN Chengqing**  
*Chairman*

Hong Kong, 23 December 2021

*As at the date of this announcement, the Board comprises five executive directors, namely, Mr. Chen Chengqing (Chairman), Mr. Gao Borui, Mr. Yuan Chaoyang, Professor Zhang Rongqing and Mr. She Hao, one non-executive director, namely, Mr. Xiu Yuan and three independent non-executive directors, namely, Professor Zhu Yi Zhun, Mr. Khor Khie Liem Alex and Mr. Zhang Ruigen.*

\* *For identification purposes only*