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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 TRANSACTION

THE PURCHASE AGREEMENT AND THE FINANCE LEASE AGREEMENT

The Board hereby announces that on September 5, 2025: (i) the Company (as the buyer) entered into the Purchase Agreement XV with the Supplier II and the Lessee II, pursuant to which, the Company shall purchase the Leased Assets XV from the Supplier II at the total consideration of RMB20,155,061; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement XV with the Lessee II, pursuant to which, among other things, the Company shall lease the Leased Assets XV to the Lessee II for a term of 36 months with a total finance lease payment of approximately RMB20,376,193, which shall include a finance lease principal of RMB18,300,000 and a finance lease interest income (inclusive of VAT) of approximately RMB2,076,193.

LISTING RULES IMPLICATIONS

References are made to the announcements of the Company dated October 22, 2024, December 27, 2024 and May 12, 2025 in relation to the Purchase Agreement XII, the Finance Lease Agreement XII, the Purchase Agreement XIII, the Finance Lease Agreement XIII, the Purchase Agreement XIV and the Finance Lease Agreement XIV. The Supplier I, the Supplier II, the Lessee I and the Lessee II are under the common control of the same ultimate beneficial owner, the Supplier I, the Supplier II, 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 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 XV and the Finance Lease Agreement XV 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 September 5, 2025: (i) the Company (as the buyer) entered into the Purchase Agreement XV with the Supplier II and the Lessee II, pursuant to which, the Company shall purchase the Leased Assets XV from the Supplier II at the total consideration of RMB20,155,061; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement XV with the Lessee II, pursuant to which, among other things, the Company shall lease the Leased Assets XV to the Lessee II for a term of 36 months with a total finance lease payment of approximately RMB20,376,193, which shall include a finance lease principal of RMB18,300,000 and a finance lease interest income (inclusive of VAT) of approximately RMB2,076,193.

THE PURCHASE AGREEMENT

The principal terms of the Purchase Agreement XV are as follows:

Parties

Buyer:	the Company
Supplier II:	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 Lessee II and the Supplier II and their ultimate beneficial owners 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

Under the Purchase Agreement XV, the total consideration of RMB20,155,061 shall involve: (i) an initial payment of RMB1,855,061 which shall be paid to the Company by the Lessee II; and (ii) the remaining value of RMB18,300,000 which shall be payable by the Company to the Supplier II in a lump sum. The Supplier II should deliver all of the Leased Assets XV to the Lessee II within 30 days in accordance to the terms and conditions of the Purchase Agreement XV.

The remaining value of the total consideration of RMB18,300,000 under the Purchase Agreement XV shall be funded by the Company's general working capital and internal resources. All the terms of the Purchase Agreement XV, including the total consideration of RMB20,155,061, 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 II does not separately calculate the profits before and after tax of the Leased Assets XV.

THE FINANCE LEASE AGREEMENT

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

Date

The date of the Finance Lease Agreement XV is September 5, 2025.

Parties

Lessor: the Company

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 Lessee II and its 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 XV are star spinning pumping pump skid, with an estimated fair value of approximately RMB20,155,061.

The Lessee II does not separately calculate the profits before and after tax of the Leased Assets XV. The transfer price for the acquisition of Leased Assets XV under the Finance Lease Agreement XV shall be allocated by the general working capital and internal resources of the Company. If the Lessee II has properly and fully performed all of its obligations under the Finance Lease Agreement XV, the Lessee II is entitled to acquire the Leased Assets XV at the consideration of RMB100 in nominal value pursuant to the terms and conditions of the Finance Lease Agreement XV, upon the expiry of the Finance Lease Agreement XV.

Lease Period

The lease period of the Finance Lease Agreement XV is 36 months.

Lease Payment and Method of Payment

Under the Finance Lease Agreement XV, the total lease payments are approximately RMB20,376,193, including the finance lease principal of RMB18,300,000 as well as the finance lease interest income (inclusive of VAT) of approximately RMB2,076,193. The Lessee II 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 XV during the lease period.

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

Guarantee and Security

The guarantee and security arrangements for the Finance Lease Agreement XV are set out below:

(1) One of the ultimate beneficial owners of the Lessee II shall provide joint and several liabilities guarantee for the debts of Lessee II under the Finance Lease Agreement XV;

(2) The controlling shareholder of the Lessee II shall provide joint and several liabilities guarantee for the debts of Lessee II under the Finance Lease Agreement XV;

(3) Part of the Lessee II's equity interest will be pledged by its controlling shareholder to the Lessor; and

(4) The Lessee II's an affiliated company controlled by the same ultimate beneficial owner shall provide pledge of accounts receivable of the debts under the Finance Lease Agreement XV.

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 Agreement XV and the Finance Lease Agreement XV 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 XV and the Finance Lease Agreement XV were entered into under normal commercial terms, the Directors are of the view that the terms under the Purchase Agreement XV and the Finance Lease Agreement XV 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 II

The 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 II

The Supplier II 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.

LISTING RULES IMPLICATIONS

References are made to the announcements of the Company dated October 22, 2024, December 27, 2024 and May 12, 2025 in relation to the Purchase Agreement XII, the Finance Lease Agreement XII, the Purchase Agreement XIII, the Finance Lease Agreement XIII, the Purchase Agreement XIV and the Finance Lease Agreement XIV. The Supplier I, the Supplier II, the Lessee I and the Lessee II are under the common control of the same ultimate beneficial owner, the Supplier I, the Supplier II, 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 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 XV and the Finance Lease Agreement XV 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 XII, the Finance Lease Agreement XIII, the Finance Lease Agreement XIV and the Finance Lease Agreement XV
"Finance Lease Agreement XII"	the finance lease agreement entered into between the Lessor and the Lessee I on October 22, 2024
"Finance Lease Agreement XIII"	the finance lease agreement entered into between the Lessor and the Lessee I on December 27, 2024
"Finance Lease Agreement XIV"	the finance lease agreement entered into between the Lessor and the Lessee I on May 12, 2025
"Finance Lease Agreement XV"	the finance lease agreement entered into between the Lessor and the Lessee II on September 5, 2025
"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 XII, the Leased Assets XIII, the Leased Assets XIV and the Leased Assets XV
"Leased Assets XII"	star spinning pumping pump skid, with an estimated fair value of approximately RMB26,749,428
"Leased Assets XIII"	star spinning pumping pump skid, with an estimated fair value of approximately RMB10,159,560

"Leased Assets XIV"	star spinning pumping pump skid, with an estimated fair value of approximately RMB16,497,408.31
"Leased Assets XV"	star spinning pumping pump skid, with an estimated fair value of approximately RMB20,155,061
"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. For further information regarding the ultimate beneficial owners of the Lessee I, please refer to the announcement of the Company dated October 22, 2024
"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. For further information regarding the ultimate beneficial owners of the Lessee II, please refer to the announcement of the Company dated October 22, 2024
"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 XII, the Purchase Agreement XIII, the Purchase Agreement XIV and the Purchase Agreement XV
"Purchase Agreement XII"	the purchase agreement entered into among the Company, the Supplier I and the Lessee I on October 22, 2024
"Purchase Agreement XIII"	the purchase agreement entered into among the Company, the Supplier I and the Lessee I on December 27, 2024
"Purchase Agreement XIV"	the purchase agreement entered into among the Company, the Supplier I and the Lessee I on May 12, 2025
"Purchase Agreement XV"	the purchase agreement entered into among the Company, the Supplier II and the Lessee II on September 5, 2025

"RMB"	Renminbi, the lawful currency of the PRC
"Suppliers"	the Supplier I and the Supplier II
"Supplier I"	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 I is a wholly-owned subsidiary of the Lessee I
"Supplier II"	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
"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 Jian
Chairman

Beijing, the PRC, September 5, 2025

As at the date of this announcement, the Board comprises Mr. HE Rongfeng and Mr. HUANG Wen as executive Directors, Mr. ZHANG Jian and Mr. ZHANG Chunlei as non-executive Directors, and Mr. WU Tak Lung and Ms. LIN Zhen as independent non-executive Directors.

* *For identification purposes only.*