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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 AGREEMENT**

The Board hereby announces that on November 3, 2025, the Company (as the Lessor) entered into the Finance Lease Agreement VI with the Lessee I, pursuant to which (i) the Lessor shall acquire the Leased Assets VI owned by the Lessee I at a transfer consideration of RMB53,000,000; and (ii) the Lessor shall lease the Leased Assets VI back to the Lessee I for a term of 18 months, with a total finance lease payment of approximately RMB57,093,174, which shall include a finance lease principal of RMB53,000,000 and a finance lease interest income (inclusive of VAT) of approximately RMB4,093,174.

References are made to the announcements of the Company dated December 19, 2024 in relation to the Finance Lease Agreement IV and dated December 23, 2024 in relation to the Finance Lease Agreement V. As the Lessees are under the common control of the same ultimate beneficial owner, the Lessees are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the transactions under the Finance Lease 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 upon aggregation of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Finance Lease Agreement VI constitute a discloseable transaction of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

## THE FINANCE LEASE AGREEMENT

The Board hereby announces that on November 3, 2025, the Company (as the Lessor) entered into the Finance Lease Agreement VI with the Lessee I, pursuant to which (i) the Lessor shall acquire the Leased Assets VI owned by the Lessee I at a transfer consideration of RMB53,000,000; and (ii) the Lessor shall lease the Leased Assets VI back to the Lessee I for a term of 18 months, with a total finance lease payment of approximately RMB57,093,174, which shall include a finance lease principal of RMB53,000,000 and a finance lease interest income (inclusive of VAT) of approximately RMB4,093,174.

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

### Date

The date of the Finance Lease Agreement VI is November 3, 2025.

### Parties

Lessor: the Company

Lessee I: a limited liability company incorporated in the PRC, which is principally engaged in the sales of orthopedic consumables

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

### Leased Assets

The Leased Assets VI are surgical instruments, etc, with the net book value of approximately RMB53,750,128.76.

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

### Lease Period

The lease period of the Finance Lease Agreement VI is 18 months.

**Lease Payment and Method of Payment**

Under the Finance Lease Agreement VI, the total lease payment of approximately RMB57,093,174 included the finance lease principal of RMB53,000,000 and the finance lease interest income (inclusive of VAT) of approximately RMB4,093,174. The Lessee I 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 VI during the lease period.

The terms of the Finance Lease Agreement VI, including the transfer consideration for the Leased Assets VI, finance lease principal, finance lease interest income and other expenses, were determined upon arm's length negotiation between the Lessee I and the Lessor with reference to net book value of the Leased Assets VI 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 VI are set out below:

(1) The controlling shareholder of the Lessee I shall provide joint and several liabilities guarantee for the debts of Lessee I under the Finance Lease Agreement VI;

(2) One of the ultimate beneficial owners of the Lessee I shall provide joint and several liabilities guarantee for the debts of Lessee I under the Finance Lease Agreement VI;

(3) Part of equity of an affiliated company controlled by the same ultimate beneficial owner of Lessee I will be pledged by its controlling shareholder to the Lessor;

(4) 100% of equity of an affiliated company controlled by the same ultimate beneficial owner of Lessee I will be pledged by its all shareholders to the Lessor; and

(5) The Lessee I's an affiliated company controlled by the same ultimate beneficial owner shall provide joint and several liabilities guarantee for the debts of Lessee I under the Finance Lease Agreement VI.

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

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 Agreement VI 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 Agreement VI was entered into under normal commercial terms, the Directors are of the view that the terms under the Finance Lease Agreement VI 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 sales of orthopedic consumables.

## LISTING RULES IMPLICATIONS

References are made to the announcements of the Company dated December 19, 2024 in relation to the Finance Lease Agreement IV and dated December 23, 2024 in relation to the Finance Lease Agreement V. As the Lessees are under the common control of the same ultimate beneficial owner, the Lessees are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the transactions under the Finance Lease 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 upon aggregation of the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Finance Lease Agreement VI 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:

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| "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 IV, the Finance Lease Agreement V and the Finance Lease Agreement VI |
| "Finance Lease Agreement IV" | the finance lease agreement entered into between the Lessor and Lessee III on December 19, 2024 |
| "Finance Lease Agreement V" | the finance lease agreement entered into between the Lessor and Lessee IV on December 23, 2024 |
| "Finance Lease Agreement VI" | the finance lease agreement entered into between the Lessor and Lessee I on November 3, 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 IV, the Leased Assets V and the Leased Assets VI |
| "Leased Assets IV" | medical devices, with the net book of approximately RMB41,712,433.90 |
| "Leased Assets V" | medical devices, with the net book value of approximately RMB20,013,532.25 |
| "Leased Assets VI" | medical devices, with the net book value of approximately RMB53,750,128.76 |
| "Lessees" | the Lessee I, the Lessee III and the Lessee VI |

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| "Lessee I" | Beijing Weiliande Orthopedic Technology Co., Ltd.* (北京威聯德骨科技術有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the sales of orthopedic consumables. For further information regarding the ultimate beneficial owner of the Lessee I, please refer to our announcement dated December 19, 2024 |
| "Lessee III" | Tianjin Weilian Medical Equipment Co., Ltd.* (天津威聯醫療器械有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the sales of orthopedic consumables. For further information regarding the ultimate beneficial owner of the Lessee III, please refer to our announcement dated December 19, 2024 |
| "Lessee IV" | Tianjin Yining Medical Equipment Co., Ltd.* (天津醫寧醫療器械有限公司), a limited liability company incorporated in the PRC, which is principally engaged in the sales of orthopedic consumables. The Lessee IV is a wholly owned subsidiary of Beijing Naton Medical Technology Holdings Co., Ltd. For further information regarding the ultimate beneficial owner of Beijing Naton Medical Technology Holdings Co., Ltd., please refer to our announcement dated December 19, 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 |
| "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.**
**XU Jingquan**
*Chairman*

Beijing, the PRC, November 3, 2025

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

* *For identification purposes only.*