*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*

# 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 February 11, 2026, the Company (as the Lessor) entered into the Finance Lease Agreement II with the Lessee II, pursuant to which (i) the Lessor shall acquire the Leased Assets II owned by the Lessee II at a transfer consideration of RMB49.00 million; and (ii) the Lessor shall lease the Leased Assets II back to the Lessee II for a term of 36 months, with a total finance lease payment of approximately RMB53.74 million which shall include a finance lease principal of RMB49.00 million and a finance lease interest income (inclusive of VAT) of approximately RMB4.74 million.

Within the past 12 months, on May 14, 2025, the Company (as the Lessor) entered into the Finance Lease Agreement I with the Lessee I, pursuant to which, among other things, the Company (as the Lessor) agreed to: (i) acquire the Leased Assets I owned by the Lessee I at a transfer consideration of RMB20.00 million; and (ii) lease the Leased Assets I back to the Lessee I for a term of 36 months, with a total finance lease payment of approximately RMB21.97 million, which included a finance lease principal of RMB20.00 million and a finance lease interest income (inclusive of VAT) of approximately RMB1.97 million.

As the Lessees are under the common control of the same ultimate beneficial owners, 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 II 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 AGREEMENTS

The Board hereby announces that on February 11, 2026, the Company (as the Lessor) entered into the Finance Lease Agreement II with the Lessee II, pursuant to which (i) the Lessor shall acquire the Leased Assets II owned by the Lessee II at a transfer consideration of RMB49.00 million; and (ii) the Lessor shall lease the Leased Assets II back to the Lessee II for a term of 36 months, with a total finance lease payment of approximately RMB53.74 million which shall include a finance lease principal of RMB49.00 million and a finance lease interest income (inclusive of VAT) of approximately RMB4.74 million.

Within the past 12 months, on May 14, 2025, the Company (as the Lessor) entered into the Finance Lease Agreement I with the Lessee I, pursuant to which, among other things, the Company (as the Lessor) agreed to: (i) acquire the Leased Assets I owned by the Lessee I at a transfer consideration of RMB20.00 million; and (ii) lease the Leased Assets I back to the Lessee I for a term of 36 months, with a total finance lease payment of approximately RMB21.97 million, which included a finance lease principal of RMB20.00 million and a finance lease interest income (inclusive of VAT) of approximately RMB1.97 million.

The principal terms of the Finance Lease Agreements are as follows:

### Date

The date of the Finance Lease Agreement I is May 14, 2025.

The date of the Finance Lease Agreement II is February 11, 2026, and the lease term shall commence within five Working Days after the signing of the Finance Lease Agreement II.

### Parties

| | |
|---|---|
| Lessor: | the Company |
| Lessee I: | a limited liability company incorporated in PRC, principally engaged in optical manufacturing business |
| Lessee II: | a limited liability company incorporated in PRC, principally engaged in the production of crystal materials |

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessees and their 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 I are taylor hobson profilers and other production equipment, with the net book value of approximately RMB20.31 million.

The Leased Assets II are iridium crucibles and other production equipment, with the net book value of approximately RMB52.79 million.

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

**Lease Period**

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

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

**Lease Payment and Method of Payment**

Under the Finance Lease Agreement I, the total lease payment of approximately RMB21.97 million included the finance lease principal of RMB20.00 million and the finance lease interest income (inclusive of VAT) of approximately RMB1.97 million. 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 I during the lease period.

Under the Finance Lease Agreement II, the total lease payment of approximately RMB53.74 million included the finance lease principal of RMB49.00 million and the finance lease interest income (inclusive of VAT) of approximately RMB4.74 million. 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 II 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 Lessees 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.

**Guarantee and Security**

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

(1) Two 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 I; and

(2) 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 I.

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

(1) Two 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 II; and

(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 II.

**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 Agreement I and the Finance Lease Agreement II 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 I and the Finance Lease Agreement II were entered into under normal commercial terms, the Directors are of the view that the terms under the Finance Lease Agreement I and the Finance Lease Agreement II 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 Lessees**

The Lessee I is a limited liability company incorporated in PRC, principally engaged in optical manufacturing business.

The Lessee II is a limited liability company incorporated in PRC, principally engaged in the production of crystal materials.

## LISTING RULES IMPLICATIONS

As the Lessees are under the common control of the same ultimate beneficial owners, 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 II 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 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 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 14, 2025 |
| "Finance Lease Agreement II" | the finance lease agreement entered into between the Lessor and Lessee II on February 11, 2026 |
| "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" | taylor hobson profilers and other production equipment, with the net book value of approximately RMB20.31 million |
| "Leased Assets II" | iridium crucibles and other production equipment, with the net book value of approximately RMB52.79 million |
| "Lessees" | the Lessee I and the Lessee II |

| | |
|---|---|
| "Lessee I" | Meishan Boya Optics Co., Ltd.* (眉山博雅光學有限公司), a limited liability company incorporated in PRC, principally engaged in optical manufacturing business. The equity interests of the Lessee I are held by Meishan Boya New Materials Co., Ltd.* (眉山博雅新材料股份有限公司), YU Fei* (于飛) and Meishan Tianle Optical Technology Partnership (Limited Partnership)* (眉山天樂光學技術合夥企業(有限合夥)) at 51.00%, 12.00% and 11.50% respectively. The equity interests of Meishan Boya New Materials Co., Ltd. is held by Meishan Boya Xin New Materials Partnership (Limited Partnership)* (眉山博雅信新材料合夥企業(有限合夥)) at 9.7678%. The remaining equity interests of Meishan Boya New Materials Co., Ltd. are held by no fewer than 53 shareholders on a dispersed basis, and no shareholder holds more than 8%. The equity interests of Meishan Boya Xin New Materials Partnership (Limited Partnership) are held by WANG Yu* (王宇) and HOU Lisong* (侯立松) at 45.8695% and 19.9524% respectively. The remaining equity interests of Meishan Boya Xin New Materials Partnership (Limited Partnership) are held by no fewer than 15 shareholders on a dispersed basis, and no shareholder holds more than 10%<br><br>The equity interests of Meishan Tianle Optical Technology Partnership (Limited Partnership) are held by YANG Qi* (楊琪) and LI Wei* (李威) at 93.90% and 6.10% respectively<br><br>The remaining equity interests of the Lessee I are held by no fewer than 8 shareholders on a dispersed basis, and no shareholder holds more than 8% |
| "Lessee II" | Xingjing County Xinda New Materials Co., Ltd.* (榮經縣信達新材料有限公司), a limited liability company incorporated in PRC, principally engaged in the production of crystal materials. The Lessee II is wholly-owned subsidiary of Meishan Boya New Materials Co., Ltd. |
| "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 |
| "Working Day(s)" | the statutory working days of the PRC |

By order of the Board
**Zhongguancun Science-Tech Leasing Co., Ltd.**
**XU Jingquan**
*Chairman*

Beijing, the PRC, February 11, 2026

*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. XU Zhengwen and Mr. ZHANG Chunlei as non-executive Directors, and Mr. WU Tak Lung, Ms. LIN Zhen and Mr. XIAO Wang as independent non-executive Directors.*

* *For identification purposes only.*