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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 AGREEMENTS AND THE FINANCE LEASE TRANSACTIONS

THE PURCHASE AGREEMENTS AND THE FINANCE LEASE AGREEMENTS

The Board hereby announces that on June 17, 2026: (i) the Company (as the buyer) entered into the Purchase Agreement II with the Supplier I and the Lessee II, pursuant to which, the Company shall purchase the Leased Assets III from the Supplier I at the total consideration of approximately RMB18.95 million; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement III with the Lessee II, pursuant to which, among other things, the Company shall lease the Leased Assets III to the Lessee II for a term of 36 months with a total finance lease payment of approximately RMB19.67 million, which shall include a finance lease principal of approximately RMB17.99 million and a finance lease interest income (inclusive of VAT) of approximately RMB1.68 million.

Within the past 12 months, on August 25, 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 RMB30.00 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 RMB32.62 million, which included a finance lease principal of RMB30.00 million and a finance lease interest income (inclusive of VAT) of approximately RMB2.62 million.

Within the past 12 months, on June 5, 2026: (i) the Company (as the buyer) entered into the Purchase Agreement I with the Supplier II and the Lessee II, pursuant to which, the Company shall purchase the Leased Assets II from the Supplier II at the total consideration of approximately RMB12.65 million; and (ii) the Company (as the Lessor) entered into the Finance Lease Agreement II with the Lessee II, pursuant to which, among other things, the Company shall lease the Leased Assets II to the Lessee II for a term of 36 months with a total finance lease payment of approximately RMB13.15 million, which shall include a finance lease principal of approximately RMB12.01 million and a finance lease interest income (inclusive of VAT) of approximately RMB1.14 million.

As the Lessees and the Suppliers are under the common control of the same ultimate beneficial owners, the Lessees and the Suppliers are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the transactions under the Purchase Agreements and 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 Purchase Agreements and the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement II and the Finance Lease Agreement III constitute a discloseable transaction of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

THE PURCHASE AGREEMENTS

The principal terms of the Purchase Agreements are as follows:

Date

The date of the Purchase Agreement I is June 5, 2026.

The date of the Purchase Agreement II is June 17, 2026.

Parties

Buyer:	the Company
Supplier I:	a joint stock limited company incorporated in the PRC, primarily engaged in landfill gas power generation business
Supplier II:	a limited liability company incorporated in the PRC, primarily engaged in biogas power generation services
Lessee II:	a limited liability company incorporated in the PRC, primarily engaged in mobile energy storage heating business

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, the Lessees and the Suppliers 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

The total consideration under the Purchase Agreement I is approximately RMB12.65 million shall involve: (i) an initial payment of approximately RMB0.64 million which shall be paid to the Company by the Lessee II; and (ii) the remaining value of approximately RMB12.01 million 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 II to the Lessee II within three days upon the execution and effectiveness of Purchase Agreement I in accordance to the terms and conditions of the Purchase Agreement II.

The remaining value of the total consideration of approximately RMB12.01 million under Purchase Agreement II shall be funded by the Company's general working capital and internal resources. All the terms of the Purchase Agreement II, including the total consideration of approximately RMB12.65 million 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 II.

The total consideration under the Purchase Agreement II is approximately RMB18.95 million shall involve: (i) an initial payment of approximately RMB0.96 million which shall be paid to the Company by the Lessee II; and (ii) the remaining value of approximately RMB17.99 million which shall be payable by the Company to the Supplier I in a lump sum. The Supplier I should deliver all of the Leased Assets III to the Lessee II within three days upon the execution and effectiveness of Purchase Agreement II in accordance to the terms and conditions of the Purchase Agreement III.

The remaining value of the total consideration of approximately RMB17.99 million under Purchase Agreement III shall be funded by the Company's general working capital and internal resources. All the terms of the Purchase Agreement III, including the total consideration of approximately RMB18.95 million 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 I does not separately calculate the profits before and after tax of the Leased Assets III.

THE FINANCE LEASE AGREEMENTS

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

Date

The date of the Finance Lease Agreement I is August 25, 2025.

The date of the Finance Lease Agreement II is June 5, 2026.

The date of the Finance Lease Agreement III is June 17, 2026.

Parties

Lessor:	the Company
Lessee I:	a joint stock limited company incorporated in the PRC, primarily engaged in landfill gas power generation business
Lessee II:	a limited liability company incorporated in the PRC, primarily engaged in mobile energy storage heating business

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 tank containers and related assets, with the net book value of approximately RMB30.32 million.

The Leased Assets II are tank containers and related assets, with an estimated fair of approximately RMB12.65 million.

The Leased Assets III are tank containers and related assets, with an estimated fair of approximately RMB18.95 million.

The Lessee I and the Lessee II do not separately calculate the profits before and after tax of the Leased Assets I, the Leased Assets II and the Leased Assets III. The transfer consideration for the acquisition of the Leased Assets I, the Leased Assets II and the Leased Assets III under the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III 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 respectively under the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III, the Lessee I and the Lessee II are entitled to acquire the Leased Assets I, the Leased Assets II and the Leased Assets III respectively at the consideration of RMB100 in nominal value pursuant to the terms and conditions of the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III, upon the expiry of the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III respectively.

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.

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

Lease Payment and Method of Payment

Under the Finance Lease Agreement I, the total lease payment of approximately RMB32.62 million included the finance lease principal of RMB30.00 million and the finance lease interest income (inclusive of VAT) of approximately RMB2.62 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 RMB13.15 million included the finance lease principal of approximately RMB12.01 million and the finance lease interest income (inclusive of VAT) of approximately RMB1.14 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.

Under the Finance Lease Agreement III, the total lease payment of approximately RMB19.67 million included the finance lease principal of approximately RMB17.99 million and the finance lease interest income (inclusive of VAT) of approximately RMB1.68 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 III 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) One of the ultimate beneficial owners of the Lessee I shall provide joint and several liabilities guarantee for the debts of Lessee under the Finance Lease Agreement I; and

(2) The Lessees I shall provide pledge of accounts receivable of the debts under the Finance Lease Agreements

The guarantee and security arrangements for the Finance Lease Agreement II 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 under the Finance Lease Agreement II;

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

(3) The Lessee II shall provide pledge of project income rights from designated projects

The guarantee and security arrangements for the Finance Lease Agreement III 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 under the Finance Lease Agreement II;

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

(3) The Lessee II shall provide pledge of project income rights from designated projects

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 II, the Purchase Agreement III, the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III 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 II, the Purchase Agreement III, the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III were entered into under normal commercial terms, the Directors are of the view that the terms under the Purchase Agreement II, the Purchase Agreement III, the Finance Lease Agreement I, the Finance Lease Agreement II and the Finance Lease Agreement III 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 joint stock limited company incorporated in the PRC, primarily engaged in landfill gas power generation business.

The Lessee II is a limited liability company incorporated in the PRC, primarily engaged in mobile energy storage heating business.

Information of the Suppliers

The Supplier I is a joint stock limited company incorporated in the PRC, primarily engaged in landfill gas power generation business.

The Supplier II is a limited liability company incorporated in the PRC, primarily engaged in biogas power generation services.

LISTING RULES IMPLICATIONS

As the Lessees and the Suppliers are under the common control of the same ultimate beneficial owners, the Lessees and the Suppliers are parties connected with one another (as set out under Rule 14.23 of the Listing Rules). As the transactions under the Purchase Agreements and 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 Purchase Agreements and the Finance Lease Agreements is higher than 5% but less than 25%, the transactions contemplated under the Purchase Agreement II and the Finance Lease Agreement III 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, the Finance Lease Agreement II and the Finance Lease Agreement III
"Finance Lease Agreement I"	the finance lease agreement entered into between the Lessor and Lessee I on August 25, 2025, the leased assets under it are Leased Assets I
"Finance Lease Agreement II"	the finance lease agreement entered into between the Lessor and Lessee II on June 5, 2026, the leased assets under it are Leased Assets II

"Finance Lease Agreement III"	the finance lease agreement entered into between the Lessor and Lessee II on June 17, 2026, the leased assets under it are Leased Assets III
"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, the Leased Assets II and the Leased Assets III
"Leased Assets I"	tank containers and related assets, with the net book value of approximately RMB30.32 million
"Leased Assets II"	tank containers and related assets, with an estimated fair of approximately RMB12.65 million
"Leased Assets III"	tank containers and related assets, with an estimated fair of approximately RMB18.95 million
"Lessees"	the Lessee I and the Lessee II
"Lessee I"	Henan BCCY Environmental Energy Co., Ltd.* (河南百川暢銀環保能源股份有限公司), a joint stock limited company incorporated in the PRC, primarily engaged in landfill gas power generation business. Lessee I is a company listed on the Shenzhen Stock Exchange under the stock code 300614

"Lessee II"	Zhengzhou Baichuan Yichu Smart Energy Technology Co., Ltd.* (鄭州市百川移儲智慧能源科技有限公司), a limited liability company incorporated in the PRC, primarily engaged in mobile energy storage heating business. The Lessee II is owned as to 70.50% by the Lessee I and as to 29.50% by Tianjin Zhongfa Tiankai Haihe Zhongnuo Venture Capital Fund Partnership Enterprise (Limited Partnership)* (天津中發天開海河中諾創業投資基金合夥企業(有限合夥)). The Executive Partners of Tianjin Zhongfa Tiankai Haihe Zhongnuo Venture Capital Fund Partnership (Limited Partnership) are Beijing Zhongguancun Innofund Limited* (北京中諾同創投資基金管理有限公司). and Beijing Zhongguancun Collaborative Innovation Investment Fund Management Co., Ltd.* (北京中關村協同創新投資基金管理有限公司). The Fund Manager is Beijing Zhongguancun Collaborative Innovation Investment Fund Management Co., Ltd.. The equity interests in the Fund are held by the Company, Beijing Zhongguancun Frontier Technology Industry Development Co., Ltd. * (北京中關村前沿技術產業發展有限公司), Tianjin Venture Capital Co., Ltd. * (天津創業投資有限公司), Tianjin Huake Financial Control Investment Co., Ltd. * (天津華科金控投資有限公司), Port Innovation Investment (Hainan) Partnership (Limited Partnership)* (港灣創新投資(海南)合夥企業(有限合夥)), and Tianjin Haihe Hensheng Intelligent Technology Industry Fund Partnership (Limited Partnership)* (天津海河恆盛智能科技產業基金合夥企業(有限合夥)) at 26.77%, 18.18%, 22.73%, 18.18%, 9.09% and 4.55% respectively. Details of the ultimate beneficial owners of the fund manager and fund partners are set out in the Company's announcement dated November 14, 2025 regarding the entering into of the fund partnership agreement
"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 I and the Purchase Agreement II
"Purchase Agreement I"	the purchase agreement entered into among the Company, the Supplier II and the Lessee II on June 5, 2026
"Purchase Agreement II"	the purchase agreement entered into among the Company, the Supplier I and the Lessee II on June 17, 2026

"RMB"	Renminbi, the lawful currency of the PRC
"Suppliers"	the Supplier I and the Supplier II
"Supplier I"	Henan BCCY Environmental Energy Co., Ltd.* (河南百川暢銀環保能源股份有限公司), a joint stock limited company incorporated in the PRC, primarily engaged in landfill gas power generation business. Supplier I is a company listed on the Shenzhen Stock Exchange, with the stock code 300614
"Supplier II"	Chaoyang Baichuan Changyin New Energy Co., Ltd.* (朝陽百川暢銀新能源有限公司), a limited liability company incorporated in the PRC, primarily engaged in biogas power generation services. Supplier II is a wholly-owned subsidiary of Supplier I
"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, June 17, 2026

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

* *For identification purposes only*