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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
AMENDMENT TO OPERATING LEASE AGREEMENTS
AND THE RELATED DISPOSAL**

**ENTERING INTO THE AMENDED OPERATING LEASE AGREEMENTS AND THE
RELATED DISPOSAL**

Reference is made to the announcement of the Company dated May 30, 2025 in relation to the four Operating Lease Agreements entered into with the Lessee. On August 24, 2026, the Company (as the Lessor and Seller) and the Lessee (as the Lessee and Buyer) entered into the Amended Operating Lease Agreement I and the Amended Operating Lease Agreement II, pursuant to which, the Company agreed to sell, and the Lessee agreed to early-buyout, certain operating lease assets, being 8 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement I and 23 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement II, at consideration of approximately RMB14.05 million and RMB40.41 million respectively (the “**Related Disposal**”). For the avoidance of doubt, the remaining two of the four Operating Lease Agreements shall continue in full force and effect unaffected.

As the highest applicable percentage ratio in respect of the Related Disposal is higher than 5% but lower than 25%, the transactions under the Early Buyout Agreements constitute a discloseable transaction of the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

ENTERING INTO THE AMENDED OPERATING LEASE AGREEMENTS AND THE RELATED DISPOSAL

Reference is made to the announcement of the Company dated May 30, 2025 in relation to the four Operating Lease Agreements entered into with the Lessee. On August 24, 2026, the Company (as the Lessor and Seller) and the Lessee (as the Lessee and Buyer) entered into the Amended Operating Lease Agreement I and the Amended Operating Lease Agreement II, pursuant to which, the Company agreed to sell, and the Lessee agreed to early-buyout, certain operating lease assets, being 8 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement I and 23 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement II, at consideration of approximately RMB14.05 million and RMB40.41 million respectively. For the avoidance of doubt, the remaining two of the four Operating Lease Agreements shall continue in full force and effect unaffected.

The principal terms of the Amended Operating Lease Agreements are set out below.

Date

The date of the Amended Operating Lease Agreement I is August 24, 2026.

The date of the Amended Operating Lease Agreement II is August 24, 2026.

Parties

Lessor: the Company (as the Lessor and Seller)

Lessee: a limited company incorporated in the PRC (as the Lessee and Buyer), which is principally engaged in the operation of unmanned wide body mining trucks.

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

Assets Disposed

The Company agreed to sell, and the Lessee agreed to early-buyout, certain operating lease assets, being 8 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement I and 23 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement II.

Net Book Value of the Assets Disposed

The net book value of the unmanned wide-body mining trucks under the Amended Operating Lease Agreement I and the Amended Operating Lease Agreement II is approximately RMB13.48 million and RMB38.75 million respectively.

Consideration for the Disposal

The considerations for the disposal of the assets to the Lessee under the Amended Operating Lease Agreement I and the Amended Operating Lease Agreement II are approximately RMB14.05 million and RMB40.41 million respectively. The Lessee shall, pursuant to the Amended Operating Lease Agreements, pay the relevant amount to the Lessor on or before August 31, 2026.

The terms for the disposal of the assets under the Amended Operating Lease Agreements, including the disposal consideration and payment method, were determined upon arm's length negotiation between the Lessee and the Lessor with reference to the net book value of the assets disposed and taking into account the costs of acquisition under the Operating Lease Agreements.

Completion

Upon completion of the Related Disposal, the Lessee shall continue to lease the remaining lease assets under the Operating Lease Agreement I and the Operating Lease Agreement II from the Lessor.

Lease Term of the Remaining Lease Assets

The lease period of the remaining lease assets under the Operating Lease Agreement I and the Operating Lease Agreement II shall remain unchanged.

Lease Payments of the Remaining Lease Assets

Upon completion of the Disposal, the lease payments under the Operating Lease Agreement I and the Operating Lease Agreement II shall be adjusted to approximately RMB8.31 million and RMB0.98 million respectively, and the Lessee shall pay the remaining lease payments to the Lessor in quarterly instalments during the lease period in accordance with the terms and conditions of the Operating Lease Agreement I, the Operating Lease Agreement II and the Amended Operating Lease Agreements.

The terms of the continuing operating lease under the Amended Operating Lease Agreements, including the total remaining lease payments and the method of payment, were determined upon arm's length negotiation between the Lessee and the Lessor with reference to the net book value of the Remaining Lease Assets and the prevailing market prices of the same type of operating lease products in the PRC.

REASONS FOR AND BENEFITS OF ENTERING INTO THE AMENDED OPERATING LEASE AGREEMENT

The Directors consider that entering into the Amended Operating Lease Agreements will generate revenue and profit to the Company and is consistent with the Company's business development strategy. Since the Amended Operating Lease Agreements were entered into under normal commercial terms, the Directors are of the view that the terms under the Amended Operating 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 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 is a limited liability company incorporated in the PRC, which is principally engaged in the operation of unmanned wide body mining trucks.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio in respect of the Related Disposal is higher than 5% but lower than 25%, the transactions under the Early Buyout Agreements 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:

“Amended Operating Lease Agreements”	the Amended Operating Lease Agreement I and the Amended Operating Lease Agreement II
“Amended Operating Lease Agreement I”	the Amended Operating Lease Agreement entered into between the Company and the Lessee, pursuant to which the Company agreed to sell and the Lessee agreed to purchase 8 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement I, with the balance to be retained on operating lease to the Lessee
“Amended Operating Lease Agreement II”	the Amended Operating Lease Agreement entered into between the Company and the Lessee, pursuant to which the Company agreed to sell and the Lessee agreed to purchase 23 out of the 25 unmanned wide body mining trucks under the Operating Lease Agreement II, with the balance to be retained on operating lease to the Lessee
“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
“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
“Lessee” or “Buyer”	Shanghai Chentong Yuanjian Intelligent Technology Co., Ltd.* (上海辰通遠見智能科技有限責任公司), a limited liability company incorporated in the PRC, mainly engaged in the operation of unmanned wide body mining trucks. For further information regarding the ultimate beneficial owner of the Lessee, please refer to the operating lease agreement announcement of the Company dated 30 May 2025
“Lessor” or “Seller”	the Company
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Operating Lease Agreements”	the four operating lease agreements entered into between the Company and the Lessee on May 30, 2025
“Operating Lease Agreement I”	the operating lease agreement I entered into between the Company and the Lessee on May 30, 2025, pursuant to which the Lessee agreed to lease 25 unmanned wide body mining trucks on the terms and conditions thereof
“Operating Lease Agreement II”	the operating lease agreement II entered into between the Company and the Lessee on May 30, 2025, pursuant to which the Lessee agreed to lease 25 unmanned wide body mining trucks on the terms and conditions thereof
“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

“Remaining Lease Assets”	the remaining operating lease assets under the Operating Lease Agreement I and the Operating Lease Agreement II upon completion of the Disposal
“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, August 24, 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 Directors, and Mr. WU Tak Lung, Ms. LIN Zhen and Mr. XIAO Wang as independent non-executive Directors.

** For identification purposes only.*