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ALLIANCE INTERNATIONAL EDUCATION LEASING HOLDINGS LIMITED

友聯國際教育租賃控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1563)

**DISCLOSEABLE TRANSACTION
FINANCE LEASE AGREEMENT**

FINANCE LEASE AGREEMENT

The Board is pleased to announce that, on 19 June 2025 (after trading hours), the Lessor (as lessor), a subsidiary of the Company, had entered into the Finance Lease Agreement with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets from the Lessee at the consideration of RMB50,000,000; and (ii) the Lessor agreed to lease the Leased Assets to the Lessee for a term of three years, at a total lease amount of approximately RMB55,506,000, being the sum of lease principal and lease interest.

LISTING RULES IMPLICATIONS

Pursuant to Chapter 14 of the Listing Rules, as the highest of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the Finance Lease Agreement is over 5% but less than 25%, the transactions contemplated thereunder constitute a discloseable transaction for the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

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

Date

19 June 2025 (after trading hours)

Parties

- (i) the Lessor (as lessor); and
- (ii) the Lessee (as lessee).

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Lessee and its ultimate beneficial owners are Independent Third Parties.

The Finance Lease Agreement comprises (i) the purchase of the Leased Assets by the Lessor from the Lessee; and (ii) the leaseback arrangement, details of which are set out below.

(a) Sale and purchase arrangement

Subject assets:	the Leased Assets
Consideration payable by the Lessor to the Lessee:	RMB50,000,000
Basis of determination of the consideration for the subject assets:	The consideration of the Leased Assets was determined after arm's length negotiations between the Lessor and the Lessee with reference to the book value of the Leased Assets and their status and condition.

Manner of payment of consideration:

Upon all customary conditions to payment under the Finance Lease Agreement (including but not limited to the relevant registration of the Finance Lease Agreement, the Guarantees having become effective, and receipt of the deposit payable by the Lessee under the leaseback arrangement, details of which are set out in the paragraph headed “(b) Leaseback arrangement” below in this announcement) having been fulfilled, the Lessor shall pay the consideration to the Lessee within ten business days.

(b) Leaseback arrangement

Subject assets:

the Leased Assets

Lease period:

The lease period of the Leased Assets is three years commencing from the date on which the Lessor pays the consideration for the Leased Assets in accordance with the Finance Lease Agreement.

Lease payment:

Pursuant to the Finance Lease Agreement, the Lessee shall pay (a) the lease principal amount of RMB50,000,000 (being 100% of the total consideration for the Leased Assets); and (b) an aggregate lease interest of approximately RMB5,506,000, in twelve equal installments. The lease interest is calculated based on a fixed interest rate of 6.58% per annum.

Basis of determination of the lease payment:

The lease principal amount and lease interest were agreed between the Lessor and the Lessee after arm’s length negotiations with reference to the purchase price payable in respect of the Leased Assets and the prevailing market interest rate for finance leases of comparable equipment.

Deposit:

The Lessee shall pay to the Lessor a deposit in the sum of RMB1,000,000 (bearing nil interest) within five business days of the date of the Finance Lease Agreement.

Guarantee:

Pursuant to the Finance Lease Agreement:

- (a) Dongguan Joysun New Energy Co., Ltd.* (東莞市久森新能源有限公司) (“**Dongguan Joysun**”) (the parent company of the Lessee) had executed a joint and several liability guarantee for the due performance of the Lessee’s obligations under the Finance Lease Agreement; and
- (b) Each of Mr. Tang Xinping (the controlling shareholder and chairman of the board of directors of Dongguan Joysun) and Ms. Xie Yu (director of Dongguan Joysun) had executed a joint and several liability guarantee for the due performance of the Lessee’s obligations under the Finance Lease Agreement.

Ownership of the Leased Assets:

During the lease period, the ownership of the Leased Assets shall belong to the Lessor.

Transfer of ownership of the Leased Assets:

Upon the expiration of the lease period, if the Lessee has properly and fully performed all its payment and other obligations under the Finance Lease Agreement, the Lessee may repurchase the Leased Assets at the nominal purchase price of RMB100.

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASE AGREEMENT

The Finance Lease Agreement was entered into in the ordinary and usual course of business of the Lessor and is expected to generate stable finance lease income and cash flow for the Group. The Directors are of the view that the Finance Lease Agreement and the transactions contemplated thereunder are conducted on normal commercial terms, on an arm’s length basis, are fair and reasonable and in the interests of the Group and the Shareholders as a whole.

INFORMATION ON THE LEASED ASSETS

The Leased Assets comprise production equipment for the Lessee's core production, and research and development equipment in the Lessee's factory located in Wushui Town, Linwu County, Chenzhou City, Hunan Province, the PRC, with a total book value of approximately RMB72,155,000.

INFORMATION ON THE COMPANY AND THE PARTIES

The Group and the Lessor

The Company is an investment holding company. The Group is principally engaged in (i) finance leasing and provision of finance leasing and advisory services to customers mainly in the healthcare, aviation, shipping, manufacturing and public infrastructure industries in the PRC, and (ii) provision of private higher education in the PRC primarily through Nanshan University, a private institution of higher education that provides undergraduate and junior college diploma programmes, the financial results of which are consolidated into the consolidated financial statements of the Group.

The Lessor is principally engaged in finance leasing business in the PRC, with its focus on the healthcare, manufacturing, and education industries. The Lessor is a limited liability company established in the PRC and a wholly-owned subsidiary of the Company.

The Lessee

The Lessee is principally engaged in the production of polymer lithium-ion batteries, power batteries and energy storage systems, and is a wholly-owned subsidiary of Dongguan Joysun, with Mr. Tang Xinpeng being its single largest shareholder, holding approximately 36.62% of the equity interests in Dongguan Joysun. Following the single largest shareholder, the remaining shareholders of Dongguan Joysun include: Liu Bing (director of Dongguan Joysun) who holds approximately 17.99% of the equity interests, Zhuhai Yuanchen Investment Partnership (Limited Partnership)* (珠海沅辰投資合夥企業(有限合夥)) which holds approximately 11.89% of the equity interests, Shenzhen Chenggong Industrial Investment Co., Ltd.* (深圳市橙功實業投資有限公司) which holds approximately 10.93% of the equity interests, Tang Sihui (director of Dongguan Joysun) who holds approximately 9.77% of the equity interests, Linwu County Lindong Industrial Development Investment Co., Ltd.* (臨武縣臨東產業開發投資有限公司) which holds approximately 7.80% of the equity interests, Shenzhen Ruixiangyuan No. 6 Venture Investment Center (Limited Partnership)* (深圳瑞享源陸號創業投資中心(有限合夥)) which holds approximately 3.00% of the equity interests and Linwu County Gaoxin Municipal Engineering Co., Ltd.* (臨武縣高新市政工程有限公司) which holds approximately 2.00% of the equity interests.

To the best of the Directors' knowledge, information and belief having made reasonable enquiries, each of the Lessee, Dongguan Joysun and their ultimate beneficial owners are Independent Third Parties.

LISTING RULES IMPLICATIONS

Pursuant to Chapter 14 of the Listing Rules, as the highest of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the transactions contemplated under the Finance Lease Agreement is over 5% but less than 25%, the transactions contemplated thereunder constitute a discloseable transaction for the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

The Finance Lease Agreement was entered into between the Lessor and the Lessee on 19 June 2025. Upon being notified by the Lessor of the Finance Lease Agreement and the transactions contemplated thereunder, the Company promptly obtained the relevant documentation from the Lessor, conducted the applicable size tests and commenced preparation of this announcement. The Lessor had obtained the necessary prior management approval at subsidiary level in respect of the Finance Lease Agreement, which was entered into in the ordinary and usual course of business of the Lessor. The delay in disclosure resulted from internal coordination issues, as the relevant information was not communicated to the Company at the time of the transaction. The Company has since taken steps to enhance its internal reporting and communication procedures to ensure timely compliance with the applicable disclosure requirements. Moving forward, the Company will continue to monitor the effectiveness of its compliance and corporate governance measures, in particular with respect to notifiable transactions, to prevent the recurrence of similar incidents.

DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the context otherwise requires:

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Company”	Alliance International Education Leasing Holdings Limited (友聯國際教育租賃控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange (Stock code: 1563)
“Director(s)”	the director(s) of the Company
“Finance Lease Agreement”	the finance lease agreement entered into between the Lessor and the Lessee on 19 June 2025 for the lease of the Leased Assets by the Lessor to the Lessee, details of which are set out in the section headed “Finance Lease Agreement” in this announcement

“Group”	the Company and its subsidiaries
“Guarantees”	the guarantees executed by Dongguan Joysun, Mr. Tang Xinping and Ms. Xie Yu in favour of the Lessor for the due performance of the obligations of the Lessee under the Finance Lease Agreement, details of which are set out in the paragraph headed “Finance Lease Agreement — (b) Leaseback arrangement — Guarantee” above in this announcement
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	any entity(ies) or persons who, together with its ultimate beneficial owner(s), as far as the Directors are aware after having made all reasonable enquiries, are independent of and not connected with the Company and its connected persons within the meaning under the Listing Rules
“Leased Assets”	equipment to be leased back by the Lessor to the Lessee under the Finance Lease Agreement (and includes any components, replacement parts, accessories and auxiliary parts thereof or to be attached thereto in the future), details of which are set out in the section headed “Information on the Leased Assets” above in this announcement
“Lessee”	Hunan Joysun New Energy Co., Ltd* (湖南久森新能源有限公司), a company established in the PRC and a wholly-owned subsidiary of Dongguan Joysun
“Lessor”	International Alliance Financial Leasing (Shenzhen) Co., Ltd.* (友聯國際融資租賃(深圳)有限公司), a limited liability company established in the PRC and a wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Nanshan University”	Yantai Nanshan University* (煙台南山學院), located in Longkou City, Shandong Province, the PRC (中國山東省龍口市), a private school registered and approved on 17 October 2000 as a private non-enterprise unit under the laws of the PRC, and its subordinate entities and units from time to time

“PRC”	the People’s Republic of China (for the purpose of this announcement, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan)
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder(s)”	shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

By order of the Board
Alliance International Education Leasing Holdings Limited
Li Luqiang
Chairman

Hong Kong, 29 July 2025

As at the date of this announcement, the Board comprises Mr. Li Luqiang, Mr. Liu Zhenjiang, Ms. Liu Meina and Mr. Yuen Kin Shan as executive Directors; Mr. Jiao Jianbin as non-executive Director; and Mr. Liu Changxiang, Mr. Liu Xuwei, Mr. Jiao Jian, Mr. Shek Lai Him Abraham and Ms. Xing Li as independent non-executive Directors.

** For identification purposes only*