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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)**

### **MAJOR TRANSACTION FINANCE LEASE AGREEMENT**

#### **FINANCE LEASE AGREEMENT**

The Board is pleased to announce that, on 3 October 2025 (after trading hours), the Lessor (as lessor), a subsidiary of the Company, 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**

As the Lessee under the Finance Lease Agreement and the lessee (namely Loudi Wujo Industrial Co., Ltd.\* (婁底市五江實業有限公司)) under the Previous Finance Lease Agreement as announced on 29 July 2025, are subject to common control of the same ultimate beneficial owners, the transactions under the Finance Lease Agreement and the Previous Finance Lease Agreement should be aggregated for the purpose of determining the percentage ratios under Rule 14.07 of the Listing Rules pursuant to Rule 14.22 of the Listing Rules and, for the purpose of Chapter 14 of the Listing Rules, be treated as if they were one transaction conducted within a twelve-month period.

As one or more applicable percentage ratios calculated in accordance with Rule 14.07 of the Listing Rules in respect of the Finance Lease Agreement (when aggregated with the Previous Finance Lease Agreement) exceed 25% but are less than 100%, the Finance Lease Agreement constitute a major transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

**EGM**

The Company will convene an extraordinary general meeting for the Shareholders to consider and, if thought fit, approve the Finance Lease Agreement and the transactions contemplated thereunder. A circular containing, amongst other things, further information relating to the Finance Lease Agreement is expected to be despatched to the Shareholders on or before 24 October 2025 in accordance with the Listing Rules. The proposed resolution approving the Finance Lease Agreement will be passed by way of ordinary resolution and voted on by way of poll in accordance with the requirements of the Listing Rules.

**FINANCE LEASE AGREEMENT**

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

**Date**

3 October 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.

**Condition precedent of the Finance Lease Agreement**

The obligations of the Lessor and the Lessee are conditional upon, among other things, the Company having obtained the requisite Shareholders' approval in respect of the Finance Lease Agreement contemplated thereunder in accordance with the Listing Rules.

## Terms of the Finance Lease Agreement

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, and the Shareholders' approval for the Finance Lease Agreement having been obtained in accordance with the Listing Rules, 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:	<p>Pursuant to the Finance Lease Agreement:</p> <p>(a) Hunan Wujo Light Industry &amp; Chemicals Group Co., Ltd* (湖南五江輕化集團有限公司) (“<b>Hunan Wujo</b>”) (the holding 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</p> <p>(b) Each of Mr. Xiao Anjiang (one of the controlling shareholders and chairman of the board of directors of Hunan Wujo), Mr. Xiao Zijiang (one of the controlling shareholders and supervisor of Hunan Wujo) and Ms. Zhou Yun'e (director of Hunan Wujo) had executed a joint and several liability guarantee for the due performance of the Lessee's obligations under the Finance Lease Agreement.</p>
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 located in Salt Chemical Base in Zhangshu City, Jiangxi Province, PRC with a total book value of approximately RMB100,445,000.

## **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 aviation, healthcare and manufacturing 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 glass manufacturing, chemical product sales and hazardous chemical production. As at the date of this announcement, Hunan Wujo, being the single largest shareholder of the Lessee, holds approximately 62% equity interests in the Lessee. Hunan Wujo is ultimately beneficially owned as to 50% and 50% by Mr. Xiao Zijiang and Mr. Xiao Anjiang, respectively. Besides, the Lessee is owned as to 20% by Hunan Xianghui Energy & Trading Co., Ltd.\* (湖南省湘匯能源經貿有限公司) and 18% by Lianyuan Jianghui Trading Co., Ltd.\* (漣源市江匯經貿有限公司).

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

## **LISTING RULES IMPLICATIONS**

As the Lessee under the Finance Lease Agreement and the lessee (namely Loudi Wujia Industrial Co., Ltd.\* (婁底市五江實業有限公司)) under the Previous Finance Lease Agreement as announced on 29 July 2025, are subject to common control of the same ultimate beneficial owners, the transactions under the Finance Lease Agreement and the Previous Finance Lease Agreement should be aggregated for the purpose of determining the percentage ratios under Rule 14.07 of the Listing Rules pursuant to Rule 14.22 of the Listing Rules and, for the purpose of Chapter 14 of the Listing Rules, be treated as if they were one transaction conducted within a twelve-month period.

As one or more applicable percentage ratios calculated in accordance with Rule 14.07 of the Listing Rules in respect of the Finance Lease Agreement (when aggregated with the Previous Finance Lease Agreement) exceed 25% but are less than 100%, the Finance Lease Agreement constitute a major transaction for the Company under Chapter 14 of the Listing Rules and is subject to the notification, announcement, circular and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

## **EGM**

The Company will convene an extraordinary general meeting for the Shareholders to consider and, if thought fit, approve the Finance Lease Agreement and the transactions contemplated thereunder. A circular containing, amongst other things, further information relating to the Finance Lease Agreement is expected to be despatched to the Shareholders on or before 24 October 2025 in accordance with the Listing Rules. The proposed resolution approving the Finance Lease Agreement will be passed by way of ordinary resolution and voted on by way of poll in accordance with the requirements of the Listing Rules.

To the best of the Directors knowledge, information and belief, having made all reasonable enquiries, no Shareholder or any of their associates has any material interest in the Finance Lease Agreement and the transactions contemplated thereunder, and will be required to abstain from voting on the relevant resolution(s) to approve the Finance Lease Agreement and the transactions contemplated thereunder at the extraordinary general meeting of the Company.

## **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 for the lease of the Leased Assets by the Lessor to the Lessee on 3 October 2025, 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 Hunan Wujo, Mr. Xiao Anjiang, Mr. Xiao Zijiang and Ms. Zhou Yun’e 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”	Jiangxi Hongyu Energy Development Co., Ltd.* (江西宏宇能源發展有限公司), a company established in PRC and a subsidiary of Hunan Wujo

“Lessor”	Nanshan Financial Leasing (Tianjin) Co., Ltd.* (南山融資租賃(天津)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)
“Previous Finance Lease Agreement”	the finance lease agreement entered into between International Alliance Financial Leasing (Shenzhen) Co., Ltd.* (友聯國際融資租賃(深圳)有限公司), a wholly-owned subsidiary of the Company, as lessor and Loudi Wujo Industrial Co., Ltd.* (婁底市五江實業有限公司), as lessee, on 29 July 2025, details of which are set out in the announcement of the Company dated 29 July 2025
“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, 3 October 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; and Mr. Liu Changxiang, Mr. Liu Xuewei, Mr. Jiao Jian, Mr. Shek Lai Him Abraham and Ms. Xing Li as independent non-executive Directors.*

\* For identification purposes only