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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 AGREEMENTS**

FINANCE LEASE AGREEMENT

The Board is pleased to announce that, on 22 January 2026 (after trading hours), the Lessor (as lessor), a subsidiary of the Company, entered into the Finance Lease Agreement II with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets II from the Lessee at the consideration of RMB27,000,000; and (ii) the Lessor agreed to lease the Leased Assets II to the Lessee for a term of thirty-six months, at a total lease amount of approximately RMB29,335,512, being the sum of lease principal and lease interest.

LISTING RULES IMPLICATIONS

On 24 October 2025, the Lessor (as lessor), a subsidiary of the Company, entered into the Finance Lease Agreement I with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets I from the Lessee at the consideration of RMB13,000,000; and (ii) the Lessor agreed to lease the Leased Assets I to the Lessee for a term of thirty-six months, at a total lease amount of approximately RMB14,124,504, being the sum of lease principal and lease interest.

The Lessee under both Finance Lease Agreement I and Finance Lease Agreement II is the same entity and is controlled by the same ultimate beneficial owner, the transactions under the Finance Lease Agreement I and the Finance Lease Agreement II 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.

Finance Lease Agreement I, on a standalone basis, does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

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 II when aggregated with the Finance Lease Agreement I exceed 5% but are less than 25%, the Finance Lease Agreement II constitute a discloseable transaction of the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

FINANCE LEASE AGREEMENTS

The Board is pleased to announce that, on 22 January 2026 (after trading hours), the Lessor (as lessor), a subsidiary of the Company, entered into the Finance Lease Agreement II with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets II from the Lessee at the consideration of RMB27,000,000; and (ii) the Lessor agreed to lease the Lease Assets II to the Lessee for a term of thirty-six months, at a total lease amount of approximately RMB29,335,512, being the sum of lease principal and lease interest.

On 24 October 2025, the Lessor (as lessor), a subsidiary of the Company, entered into the Finance Lease Agreement I with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets I from the Lessee at the consideration of RMB13,000,000; and (ii) the Lessor agreed to lease the Leased Assets I to the Lessee for a term of thirty-six months, at a total lease amount of approximately RMB14,124,504, being the sum of lease principal and lease interest.

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

Date

The date of the Finance Lease Agreement I is 24 October 2025; and

The date of the Finance Lease Agreement II is 22 January 2026 (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 owner is Independent Third Party.

The Finance Lease Agreements 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

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| Subject assets: | The subject assets for Finance Lease Agreement I is Leased Assets I; and The subject assets for Finance Lease Agreement II is Leased Assets II. |
| Consideration payable by the Lessor to the Lessee: | The consideration for Finance Lease Agreement I is RMB13,000,000; and The consideration for Finance Lease Agreement II is RMB27,000,000. |
| Basis of determination of the consideration for the subject assets: | The considerations of the Leased Assets were 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 payment conditions under the corresponding Finance Lease Agreement have been fulfilled, the Lessor shall pay the consideration to the Lessee within ten business days. |
| Payment conditions: | Pursuant to the Finance Lease Agreement I: (a) The Finance Lease Agreement I having come into effect; and (b) The Lessee has not violated any provision under the Finance Lease Agreement I. Pursuant to the Finance Lease Agreement II: (a) The Finance Lease Agreement II having come into effect; and (b) The Lessee has not violated any provision under the Finance Lease Agreement II. Each of the aforementioned payment conditions cannot be waived. As at the date of the announcement, all the aforementioned payment conditions have been fulfilled. |

(b) Leaseback arrangement

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| Subject assets: | <p>The subject assets for Finance Lease Agreement I is Leased Assets I; and</p> <p>The subject assets for Finance Lease Agreement II is Leased Assets II.</p> |
| Lease period: | <p>According to Finance Lease Agreement I and Finance Lease Agreement II, the lease period of the Leased Assets I and Leased Assets II are both thirty-six months commencing from the date on which the Lessor pays the consideration for the Leased Assets in accordance with the corresponding Finance Lease Agreement.</p> |
| Lease payment: | <p>Pursuant to the Finance Lease Agreement I, the Lessee shall pay (a) the lease principal amount of RMB13,000,000 (being 100% of the total consideration for the Leased Assets I); and (b) an aggregate lease interest of approximately RMB1,124,504, in twelve equal installments. The lease interest is calculated based on a fixed interest rate of 5.2% per annum.</p> <p>Pursuant to the Finance Lease Agreement II, the Lessee shall pay (a) the lease principal amount of RMB27,000,000 (being 100% of the total consideration for the Leased Assets II); and (b) an aggregate lease interest of approximately RMB2,335,512, in twelve equal installments. The lease interest is calculated based on a fixed interest rate of 5.2% per annum.</p> |
| Basis of determination of the lease payment: | <p>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.</p> |
| Ownership of the Leased Assets: | <p>During the lease period, the ownership of the Leased Assets I and Leased Assets II shall belong to the Lessor.</p> |
| Transfer of ownership of the Leased Assets: | <p>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 Agreements, the Lessee may repurchase the Leased Assets I and the Leased Assets II at a nominal purchase price of RMB100 each.</p> |

REASONS FOR AND BENEFITS OF ENTERING INTO THE FINANCE LEASE AGREEMENTS

The Finance Lease Agreements were 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 Agreements 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

Leased Assets I under Finance Lease Agreement I comprises the Lessee's concrete mixer equipment, with a total book value of approximately RMB15,300,000.

Leased Assets II under Finance Lease Agreement II comprises the Lessee's refrigeration equipment, temperature sensor and logistic equipment, with a total book value of approximately RMB29,622,500.

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 construction machinery and equipment leasing, sales of mechanical, electrical equipment and specialty chemical products. Its ultimate beneficial owner is Mr. Han Leizhi (holding 100% equity interest).

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

LISTING RULES IMPLICATIONS

On 24 October 2025, the Lessor (as lessor), a subsidiary of the Company, entered into the Finance Lease Agreement I with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets I from the Lessee at the consideration of RMB13,000,000; and (ii) the Lessor agreed to lease the Leased Assets I to the Lessee for a term of thirty-six months, at a total lease amount of approximately RMB14,124,504, being the sum of lease principal and lease interest.

The Lessee under both Finance Lease Agreement I and Finance Lease Agreement II is the same entity and is controlled by the same ultimate beneficial owner, the transactions under the Finance Lease Agreement I and the Finance Lease Agreement II 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.

Finance Lease Agreement I, on a standalone basis, does not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

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 II when aggregated with the Finance Lease Agreement I exceed 5% but are less than 25%, the Finance Lease Agreement II constitute a discloseable transaction of the Company and is therefore subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

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| “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 |

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| “Finance Lease Agreement I” | the finance lease agreement entered into between the finance lease agreement entered into between the Lessor and the Lessee on 24 October 2025, details of which are set out in the section headed “Finance Lease Agreements” in this announcement |
| “Finance Lease Agreement II” | the finance lease agreement entered into between the Lessor and the Lessee on 22 January 2026, details of which are set out in the section headed “Finance Lease Agreements” in this announcement |
| “Finance Lease Agreements” | Finance Lease Agreement I and Finance Lease Agreement II |
| “Group” | the Company and its subsidiaries |
| “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 Agreements (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, including Leased Assets I under the Finance Lease Agreement I and Leased Assets II under the Finance Lease Agreement II |
| “Lessee” | Longkou Zhenghe Commerce and Trade Co., Ltd.* (龍口市正和商貿有限公司), a limited liability company established in the PRC |
| “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 |

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| “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, 22 January 2026

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*