

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*



**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 AGREEMENTS**

The Board is pleased to announce that, on 9 April 2026 (after trading hours), the Lessor (as lessor), a subsidiary of the Company, entered into the Finance Lease Agreements with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets I and the Leased Assets II from the Lessee at an aggregate consideration of RMB50,000,000, comprising RMB40,000,000 under the Finance Lease Agreement I and RMB10,000,000 under the Finance Lease Agreement II respectively; and (ii) the Lessor agreed to lease the Leased Assets I and the Leased Assets II to the Lessee for a term of thirty-six months, at a total lease amount of approximately RMB55,506,000, being the sum of lease principal and lease interest, comprising of approximately RMB44,405,000 under the Finance Lease Agreement I and approximately RMB11,101,000 under the Finance Lease Agreement II respectively.

**LISTING RULES IMPLICATIONS**

As the Lessee under the Finance Lease Agreements is the same entity (namely Leling Taishan Artificial Turf Industry Co., Ltd\* (樂陵泰山人造草坪產業有限公司)) 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.

As one or more of the applicable percentage ratios calculated in accordance with Rule 14.07 of the Listing Rules in respect of the Finance Lease Agreements, on an aggregate basis, exceeds 5% but is less than 25%, the entering into of the Finance Lease Agreements constitutes 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 9 April 2026 (after trading hours), the Lessor (as lessor), a subsidiary of the Company, entered into the Finance Lease Agreements with the Lessee (as lessee), pursuant to which (i) the Lessor agreed to purchase the Leased Assets I and the Leased Assets II from the Lessee at an aggregate consideration of RMB50,000,000, comprising RMB40,000,000 under the Finance Lease Agreement I and RMB10,000,000 under the Finance Lease Agreement II respectively; and (ii) the Lessor agreed to lease the Leased Assets I and the Leased Assets II to the Lessee for a term of thirty-six months, at a total lease amount of approximately RMB55,506,000, being the sum of lease principal and lease interest, comprising of approximately RMB44,405,000 under the Finance Lease Agreement I and approximately RMB11,101,000 under the Finance Lease Agreement II respectively.

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

### **Date**

9 April 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 owners are Independent Third Parties.

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**

Subject assets:	<p>The subject assets for the Finance Lease Agreement I is Leased Assets I; and</p> <p>The subject assets for the Finance Lease Agreement II is Leased Assets II.</p>
Consideration payable by the Lessor to the Lessee:	<p>The consideration for the Finance Lease Agreement I is RMB40,000,000; and</p> <p>The consideration for the Finance Lease Agreement II is RMB10,000,000.</p>
Basis of determination of the consideration for the subject assets:	<p>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.</p>
Manner of payment of consideration:	<p>Upon all payment conditions under the corresponding the Finance Lease Agreements have been fulfilled, the Lessor shall pay the consideration to the Lessee within ten business days.</p> <p>The Group intends to satisfy the payment of the consideration under the Finance Lease Agreements through its internal resources.</p>
Payment conditions:	<p>Pursuant to the Finance Lease Agreement I:</p> <p>(a) The Finance Lease Agreement I having come into effect and the relevant registration having been completed;</p> <p>(b) Each of the Guarantees having come into effect (as set out in the paragraph headed "(b) Leaseback arrangement" below in this announcement), and the Lessor having received duly signed shareholders' resolutions from Taishan Group and Leling Rongyao, approving that Taishan Group and Leling Rongyao had executed joint and several liability guarantee for the due performance of the Lessee's obligations under the Finance Lease Agreement I;</p>

- (c) The Lessor having received a duly signed shareholders' resolution from the Lessee, approving the Leaseback arrangement in the Finance Lease Agreement I, in the form and substance satisfactory to the Lessor;
- (d) The Lessor having received the deposit under the Finance Lease Agreement I (as set out in the paragraph headed "(b) Leaseback arrangement" below in this announcement) paid by the Lessee; and
- (e) The Lessee having authorised and made available to a representative of the Lessor information containing the Lessee's business accounts and its account receivables.

Pursuant to the Finance Lease Agreement II:

- (a) The Finance Lease Agreement II having come into effect and the relevant registration having been completed;
- (b) Each of the Guarantees having come into effect (as set out in the paragraph headed "(b) Leaseback arrangement" below in this announcement), and the Lessor having received duly signed shareholders' resolutions from Taishan Group and Leling Rongyao, approving that Taishan Group and Leling Rongyao had executed joint and several liability guarantee for the due performance of the Lessee's obligations under the Finance Lease Agreement II;
- (c) The Lessor having received a duly signed shareholders' resolution from the Lessee, approving the Leaseback arrangement in the Finance Lease Agreement II, in the form and substance satisfactory to the Lessor;
- (d) The Lessor having received the deposit under the Finance Lease Agreement II (as set out in the paragraph headed "(b) Leaseback arrangement" below in this announcement) paid by the Lessee; and

- (e) The Lessee having authorised and made available to a representative of the Lessor information containing the Lessee's business accounts and its account receivables.

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**

Subject assets: The subject assets for the Finance Lease Agreement I is Leased Assets I; and

The subject assets for the Finance Lease Agreement II is Leased Assets II.

Lease period: According to the Finance Lease Agreements, 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.

Lease payment: Pursuant to the Finance Lease Agreement I, the Lessee shall pay (a) the lease principal amount of RMB40,000,000 (being 100% of the total consideration for the Leased Assets I); and (b) an aggregate lease interest of approximately RMB4,405,000, in twelve equal installments. The lease interest is calculated based on a fixed interest rate of 6.58% per annum.

Pursuant to the Finance Lease Agreement II, the Lessee shall pay (a) the lease principal amount of RMB10,000,000 (being 100% of the total consideration for the Leased Assets II); and (b) an aggregate lease interest of approximately RMB1,101,000, 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: Pursuant to the Finance Lease Agreement I, the Lessee shall pay to the Lessor a deposit in the sum of RMB800,000 (bearing nil interest) within five business days of the date of the Finance Lease Agreement I.

Pursuant to the Finance Lease Agreement II, the Lessee shall pay to the Lessor a deposit in the sum of RMB200,000 (bearing nil interest) within five business days of the date of the Finance Lease Agreement II.

Guarantee: Pursuant to the Finance Lease Agreement I:

- (a) Taishan Sports Industry Group\* (泰山體育產業集團有限公司) (“**Taishan Group**”) (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 I;
- (b) Leling Rongyao Sports Development Co., Ltd\* (樂陵榮耀體育發展有限公司) (“**Leling Rongyao**”) (a wholly owned subsidiary of Taishan Group, and holds approximately 24% of the Lessee’s equity interest) had executed a joint and several liability guarantee for the due performance of the Lessee’s obligations under the Finance Lease Agreement I; and
- (c) Mr. Bian Zhiliang (卞志良先生) (“**Mr. Bian**”) and Ms. Wang Xiurong (王秀榮女士) (“**Ms. Wang**”), (Mr. Bian being the controlling shareholder and chairman of the board of directors of Taishan Group, Ms. Wang being the spouse of Mr. Bian) had executed a joint and several liability guarantee for the due performance of the Lessee’s obligations under the Finance Lease Agreement I.

Pursuant to the Finance Lease Agreement II:

- (a) Taishan Group had executed a joint and several liability guarantee for the due performance of the Lessee’s obligations under the Finance Lease Agreement II;

- (b) Leling Rongyao had executed a joint and several liability guarantee for the due performance of the Lessee's obligations under the Finance Lease Agreement II; and
- (c) Mr. Bian and Ms. Wang had executed a joint and several liability guarantee for the due performance of the Lessee's obligations under the Finance Lease Agreement II.

Ownership of the Leased Assets:	During the lease period, the ownership of the Leased Assets I and Leased Assets II 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 Agreements, the Lessee may repurchase the Leased Assets I and Leased Assets II at the nominal purchase price of RMB100 each.

## **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 are 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**

The Leased Assets I comprise the Lessee's comprehensive filament drawing and tufting machinery for artificial turf products, with a total book value of approximately RMB82,702,500.

The Leased Assets II comprise the Lessee's high-temperature and water-stabilized yarn processing machinery for artificial turf products, with a total book value of approximately RMB20,685,000.

## **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 the research and production of various types of artificial turf such as sports grass, leisure grass and airport grass. The Lessee is a non-wholly owned subsidiary of Taishan Group, Taishan Group and its wholly-owned subsidiary Leling Rongyao holds an aggregate of approximately 75% equity interest in the Lessee, and the remaining equity interest are held by Mr. Zhou Wei (周巍), an Independent Third Party. Taishan Group is ultimately beneficially owned as to approximately 98% by Mr. Bian.

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

### **LISTING RULES IMPLICATIONS**

As the Lessee under the Finance Lease Agreements is the same entity (namely Leling Taishan Artificial Turf Industry Co., Ltd\* (樂陵泰山人造草坪產業有限公司)) 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.

As one or more of the applicable percentage ratios calculated in accordance with Rule 14.07 of the Listing Rules in respect of the Finance Lease Agreements, on an aggregate basis, exceeds 5% but is less than 25%, the entering into of the Finance Lease Agreements constitutes 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:

“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 I”	the finance lease agreement entered into between the Lessor and the Lessee on 9 April 2026 for the lease of the Leased Assets I by the Lessor to the Lessee
“Finance Lease Agreement II”	the finance lease agreement entered into between the Lessor and the Lessee on 9 April 2026 for the lease of the Leased Assets II by the Lessor to the Lessee
“Finance Lease Agreements”	the Finance Lease Agreement I and the Finance Lease Agreement II, details of which are set out in the section headed “Finance Lease Agreements” in this announcement
“Group”	the Company and its subsidiaries
“Guarantees”	the guarantees executed by Taishan Group, Leling Rongyao, Mr. Bian and Ms. Wang in favour of the Lessor for the due performance of the obligations of the Lessee under the Finance Lease Agreements, details of which are set out in the paragraph headed “Finance Lease Agreements — (b) Leaseback arrangement — Guarantee” above in this announcement
“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 I”	equipment to be leased back by the Lessor to the Lessee under the Finance Lease Agreements I (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
“Leased Assets II”	equipment to be leased back by the Lessor to the Lessee under the Finance Lease Agreements II (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
“Leased Assets”	Leased Assets I and Leased Assets II
“Lessee”	Leling Taishan Artificial Turf Industry Co., Ltd* (樂陵泰山人造草坪產業有限公司), a company established in the PRC and a subsidiary of Taishan Group
“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, 9 April 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*