THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF IN DOUBT, PLEASE SEEK PROFESSIONAL ADVICE.

If you are in any doubt as to any aspect in this Circular or as to the action to be taken, you should consult your licensed securities dealer or registered institution licensed to deal in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your Units in Yuexiu Real Estate Investment Trust, you should at once hand this Circular, together with the accompanying form of proxy, to the purchaser or transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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越秀房地產投資信託基金
YUEXIU REAL ESTATE INVESTMENT TRUST

(a Hong Kong collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))

(Stock Code: 00405)

Managed by

越秀房託資產管理有限公司
YUEXIU REIT ASSET MANAGEMENT LIMITED

(1) CONTINUING CONNECTED PARTY TRANSACTIONS; (2) PROPOSED GRANT OF GENERAL MANDATE TO BUY BACK UNITS; AND (3) NOTICE OF EXTRAORDINARY GENERAL MEETING AND CLOSURE OF REGISTER OF UNITHOLDERS

Independent Financial Adviser to the Independent Board Committee, the Independent Unitholders and the Trustee

ALTUS CAPITAL LIMITED

A letter to the Unitholders is set out on pages 11 to 30 of this Circular.

A notice convening the EGM to be held at Plaza 1 to 4, Basement 3, Novotel Century Hong Kong, 238 Jaffe Road, Wanchai, Hong Kong on Wednesday, 18 November 2026 at 10:30 a.m. is set out on pages N-1 to N-3 of this Circular. Whether or not you are able to attend and vote at the EGM in person, please complete and return the accompanying form of proxy to the Unit Registrar of Yuexiu Real Estate Investment Trust, Tricor Investor Services Limited of 17/F Far East Finance Centre, 16 Harcourt Road, Hong Kong in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish.

30 October 2026

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NOTICE OF EXTRAORDINARY GENERAL MEETING N-1

Yuexiu REIT	Yuexiu Real Estate Investment Trust, a collective investment scheme constituted as a unit trust and authorised under section 104 of the SFO subject to applicable conditions from time to time, or Yuexiu Real Estate Investment Trust and the companies controlled by it, as the context requires
Manager	Yuexiu REIT Asset Management Limited (in its capacity as manager of Yuexiu REIT) 17B, Yue Xiu Building 160 Lockhart Road Wanchai Hong Kong
Directors of the Manager	*Executive Directors:* Ms. Ou Haijing Mr. Lin Deliang *Non-executive Directors:* Mr. Jiang Guoxiong *(Chairman)* Mr. Zeng Zhizhao *Independent Non-executive Directors:* Mr. Chan Chi On, Derek Mr. Chan Chi Fai, Brian Mr. Cheung Yuk Tong Mr. Chen Guanzhan
Trustee	HSBC Institutional Trust Services (Asia) Limited (in its capacity as trustee of Yuexiu REIT) 1 Queen's Road Central Hong Kong
Unit Registrar	Tricor Investor Services Limited 17/F Far East Finance Centre 16 Harcourt Road Hong Kong
Hong Kong Legal Advisers to the Manager	Baker & McKenzie 14th Floor, One Taikoo Place 979 King's Road Quarry Bay Hong Kong

Hong Kong Legal Advisers to the Trustee	Simon Reid-Kay & Associates 8th Floor 100 Queen's Road Central Hong Kong
Independent Financial Adviser to the Independent Board Committee, the Independent Unitholders and the Trustee	Altus Capital Limited 21 Wing Wo Street Central Hong Kong

In this Circular, the following definitions apply throughout unless otherwise stated. Also, where terms are defined and used in only one section of this document, these defined terms are not included in the table below:

Announcement	the announcement of Yuexiu REIT dated 30 October 2026 relating to, among other things, the CCPT Matters Requiring Approval
associate	has the meaning ascribed to this term in the REIT Code
Audit Committee	the audit committee of the Manager
Board	the board of Directors
Buy-back Mandate	the general mandate authorising the buy-back by Yuexiu REIT of up to 10% of the Units in issue (excluding any Treasury Units) as at the date of the passing of the Ordinary Resolution to approve the Buy-back Mandate on the Stock Exchange, as more fully described in this Circular
CCASS	the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited or any successor thereto
CCPT Matters Requiring Approval	the New Leasing Framework Agreement and the proposed New Annual Caps applicable thereto for the financial years ending 31 December 2027, 2028 and 2029
City Development Plaza	means a 24-storey office commercial building erected over a 4-storey retail commercial podium and 2-storey basement carpark, located at Nos. 185, 187 and 189 Ti Yu West Road, Tianhe District, Guangzhou, Guangdong Province, the PRC, of which Yuexiu REIT holds the strata units comprising a majority of the total gross floor area
Connected Leasing Transactions	has the meaning ascribed to this term in the section headed "2.2.1 New Leasing Framework Agreement" of the "Letter to the Unitholders" in this Circular
connected person	has the meaning ascribed to this term in the REIT Code
Connected PMAs	has the meaning ascribed to this term in the section headed "2.3.1 New Property Management Framework Agreement" of the "Letter to the Unitholders" in this Circular
Connected TSAs	has the meaning ascribed to this term in the section headed "2.2.2 New Tenancy Services Framework Agreement" of the "Letter to the Unitholders" in this Circular

Director(s)	director(s) of the Manager
Dragon Yield	Dragon Yield Holding Limited, a BVI business company incorporated in the BVI and which is directly wholly-owned by Yuexiu Property and is a Substantial Unitholder of Yuexiu REIT holding approximately 29.28% of the issued Units as at the Latest Practicable Date
EGM	the extraordinary general meeting of Unitholders convened by and referred to in the EGM Notice
EGM Notice	the notice included in this Circular in respect of the EGM to consider and, if thought fit, approve the CCPT Matters Requiring Approval and the grant of the Buy-back Mandate
EGM Record Date	18 November 2026, being the date by reference to which the eligibility of the Unitholders to participate in the EGM will be determined
EGM Resolutions	the resolutions to be passed at the EGM, as set out in the EGM Notice and explained in this Circular, each an "**EGM Resolution**"
Existing Framework Agreements	collectively, the Existing Leasing Framework Agreement, Existing Property Management Framework Agreement and Existing Tenancy Services Framework Agreement
Existing Leasing Framework Agreement	the framework agreement dated 22 November 2023 entered into by the Manager (on behalf of Yuexiu REIT Group) and GZYX setting out the terms and conditions and pricing policy governing the Connected Leasing Transactions which are either in place or to be entered into or renewed from time to time for the period from 1 January 2024 to 31 December 2026
Existing Property Management Framework Agreement	the framework agreement dated 22 November 2023 entered into by the Manager (on behalf of Yuexiu REIT Group) and GZYX setting out the terms and conditions and pricing policy governing the Connected PMAs which are either in place or to be entered into or renewed from time to time for the period from 1 January 2024 to 31 December 2026
Existing Tenancy Services Framework Agreement	the framework agreement dated 22 November 2023 entered into by the Manager (on behalf of Yuexiu REIT Group) and Yuexiu Property setting out the terms and conditions and pricing policy governing the Connected TSAs which are either in place or to be entered into or renewed from time to time for the period from 1 January 2024 to 31 December 2026

Fortune Plaza	means a 30-storey office tower (East Tower) and a 20-storey office tower (West Tower) erected over a 6-storey retail commercial podium and a 2-storey basement carpark, located at Nos. 114, 116 and 118 Ti Yu East Road, Tianhe District, Guangzhou, Guangdong Province, the PRC, of which Yuexiu REIT holds the strata units comprising a majority of the total gross floor area
Guangzhou IFC	means Guangzhou International Finance Center (廣州國際金融中心), located at No. 5 Zhujiang West Road, Tianhe District, Guangzhou, Guangdong Province, the PRC
GZYX	Guangzhou Yue Xiu Holdings Limited* (廣州越秀集團股份有限公司), a company established in the PRC with limited liability, which is majority-owned by the Guangzhou Municipal People's Government of the PRC. GZYX is a connected person of Yuexiu REIT for the reasons stated in the section headed "2.2.1.6 Application of the REIT Code and the Listing Rules" of the "Letter to the Unitholders"
Hangzhou Property	means Hangzhou Victory Business Center Tower 2 (杭州維多利商務中心2幢) located in Qianjiang New Town, Jianggan District, Hangzhou, Zhejiang Province, the PRC
HK$	Hong Kong dollars, the lawful currency of Hong Kong
Hong Kong	the Hong Kong Special Administrative Region of the People's Republic of China
Hong Kong Properties	Units 1 to 3 on the 17th floor and Units 1 to 3 on the 23rd floor of Yue Xiu Building, Nos. 160-174 Lockhart Road, Wanchai, Hong Kong
Independent Board Committee	the independent committee established by the Board to advise the Independent Unitholders on the CCPT Matters Requiring Approval, comprising Mr. CHAN Chi On, Derek, Mr. CHAN Chi Fai, Brian, Mr. CHEUNG Yuk Tong and Mr. CHEN Guanzhan, being all of the INEDs
Independent Financial Adviser	Altus Capital Limited, a licensed corporation under the SFO to carry out Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities as defined under the SFO, being the independent financial adviser appointed to advise the Independent Board Committee, the Independent Unitholders and the Trustee on the CCPT Matters Requiring Approval

Independent Unitholders	Unitholders other than those who have a material interest in the relevant resolutions that is different from that of all other Unitholders, within the meaning of paragraph 8.7F of the REIT Code
INED(s)	independent non-executive Director(s)
Latest Practicable Date	26 October 2026, being the latest practicable date prior to the printing of this Circular for the purpose of ascertaining certain information contained in this Circular
Listing Rules	the Rules Governing the Listing of Securities on the Stock Exchange
Manager	Yuexiu REIT Asset Management Limited, in its capacity as manager of Yuexiu REIT, a company incorporated under the laws of Hong Kong, a licensed corporation to carry out Type 9 (asset management) regulated activity as defined in the SFO, which is directly wholly-owned by Yuexiu Property
New Annual Cap(s)	the proposed new annual cap amount(s) for the three years ending 31 December 2027, 2028 and 2029 respectively, as set out in the section headed "2.2.1.3 Existing annual caps, historical transaction amounts and New Annual Caps" (in respect of the Connected Leasing Transactions), and the section headed "2.2.2.3 Existing annual caps, historical transaction amounts and New Annual Caps" (in respect of the Connected TSAs) of the "Letter to the Unitholders" in this Circular
New Framework Agreements	collectively, the New Leasing Framework Agreement, the New Property Management Framework Agreement and the New Tenancy Services Framework Agreement
New Leasing Framework Agreement	the framework agreement dated 30 October 2026 entered into by the Manager (on behalf of Yuexiu REIT Group) and GZYX setting out the terms and conditions and pricing policy governing the Connected Leasing Transactions which are either in place or to be entered into or renewed from time to time for the period from 1 January 2027 to 31 December 2029
New Property Management Framework Agreement	the framework agreement dated 30 October 2026 entered into by the Manager (on behalf of Yuexiu REIT Group) and GZYX setting out the terms and conditions and pricing policy governing the Connected PMAs which are either in place or to be entered into or renewed from time to time for the period from 1 January 2027 to 31 December 2029

New Tenancy Services Framework Agreement	the framework agreement dated 30 October 2026 entered into by the Manager (on behalf of Yuexiu REIT Group) and Yuexiu Property setting out the terms and conditions and pricing policy governing the Connected TSAs which are either in place or to be entered into or renewed from time to time for the period from 1 January 2027 to 31 December 2029
Ordinary Resolution	a resolution of Unitholders passed by a simple majority of the votes of those present, whether in person or by proxy, and entitled to vote, where the votes shall be taken by way of poll, but with a quorum of two or more Unitholders holding at least 10% of the Units in issue
PRC	the People's Republic of China but excluding, for the purposes of this Circular, Hong Kong, Taiwan and the Macau Special Administrative Region
Properties	the properties or premises owned by Yuexiu REIT from time to time
Property Companies	means the SPVs, each of which is a subsidiary of Yuexiu REIT and a direct owner of a Property
REIT	real estate investment trust
REIT Code	the Code on Real Estate Investment Trusts published by the SFC as amended, supplemented or otherwise modified for the time being
RMB	Renminbi, the official currency of the PRC
SFC	the Securities and Futures Commission of Hong Kong
SFC Repurchase Circulars	the "Circular to Management Companies of SFC-authorised Real Estate Investment Trusts — On-market Unit Repurchases by SFC-authorised REITs" and the "Circular to Management Companies of SFC-authorised Real Estate Investment Trusts — Treasury units of SFC-authorised REITs", issued by the SFC on 31 January 2008 and 24 May 2024, respectively
SFO	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (as amended from time to time)
Shanghai Yue Xiu Tower	means "Yuexiu Tower (越秀大廈)", located at No. 388 Fushan Road, Lot No. Qiu 2/9 Jiefang 302, Weifang Xincun Street, Pudong New District, Shanghai, the PRC

SPV	a special purpose vehicle that is owned and controlled by Yuexiu REIT in accordance with the REIT Code and the Trust Deed
Stock Exchange	The Stock Exchange of Hong Kong Limited
Substantial Unitholder	has the same meaning as "substantial holder" as defined under the REIT Code
Takeovers Code	The Code on Takeovers and Mergers issued by the SFC, as amended, supplemented and/or otherwise modified from time to time
Treasury Units	Units repurchased and held by Yuexiu REIT in treasury (including those held or deposited in CCASS) as authorised by the Trust Deed or in accordance with the REIT Code, the Listing Rules, the Takeovers Code, other relevant codes and guidelines issued by the SFC from time to time and applicable laws and regulations, which may be repurchased and held by any of its subsidiaries or by an agent or nominee on its behalf or on behalf of any such subsidiary and may also be repurchased and held by the Trustee and including (without limitation) Units so repurchased and held or deposited in CCASS for sale on the Stock Exchange (in each case whether through the Manager or otherwise)
Trust Deed	the trust deed constituting Yuexiu REIT dated 7 December 2005 and entered into between the Trustee and the Manager, as may be amended and supplemented from time to time
Trustee	HSBC Institutional Trust Services (Asia) Limited, in its capacity as trustee of Yuexiu REIT. All references to the Trustee in this Circular are, as the context may require, to the Trustee acting on behalf of Yuexiu REIT and on the instructions of the Manager
Unit	one undivided unit in Yuexiu REIT
Unitholder	any person registered as holding a Unit on the register of Unitholders

Wuhan Property	the entire 68-storey office and commercial development known as "Wuhan Yuexiu Fortune Centre (武漢越秀財富中心)", the entire 5-storey shopping arcade known as "Starry Victoria Shopping Centre (星匯維港購物中心)" and the carpark spaces as acquired by Yuexiu REIT on 21 December 2017, the particulars of which are described in the circular of Yuexiu REIT dated 15 November 2017
Yue Xiu	Yue Xiu Enterprises (Holdings) Limited (越秀企業(集團)有限公司), a company incorporated in Hong Kong with limited liability, and the indirect holding company of Yuexiu Property, which in turn directly wholly-owns the Manager and a Substantial Unitholder of Yuexiu REIT (being Dragon Yield). As the indirect holding company of the Manager and Dragon Yield, Yue Xiu is an associate of both entities and therefore a connected person of Yuexiu REIT
Yuexiu Concert Group	Yue Xiu and parties acting in concert with it under the Takeovers Code, including (but not limited to) Yuexiu Property (which, for the avoidance of doubt, excludes Yuexiu REIT Group)
Yuexiu Connected Persons Group	GZYX and its subsidiaries and associates (which, for the avoidance of doubt, excludes Yuexiu REIT Group), all of which are associates of the Manager and/or Substantial Unitholder of Yuexiu REIT (being Dragon Yield) and hence connected persons of Yuexiu REIT
Yuexiu Connected Tenants	tenants and licensees of the Connected Leasing Transactions
Yuexiu Continuing CPTs	collectively, the Connected Leasing Transactions, Connected TSAs and Connected PMAs
Yuexiu Property	Yuexiu Property Company Limited, a company incorporated in Hong Kong with limited liability whose shares are listed on the Main Board of the Stock Exchange (stock code: 00123). Yuexiu Property is a connected person of Yuexiu REIT for the reasons stated in the section headed "2.2.2.6 Application of the REIT Code and the Listing Rules" of the "Letter to the Unitholders" in this Circular
Yuexiu REIT	Yuexiu Real Estate Investment Trust, a collective investment scheme constituted as a unit trust and authorised under section 104 of the SFO subject to applicable conditions from time to time (whose Units are listed on the Stock Exchange), and the companies controlled by it, as the context requires

Yuexiu REIT Group	Yuexiu REIT and its subsidiaries
%	per cent or percentage

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

Any reference in this Circular to any enactment is a reference to that enactment for the time being amended or re-enacted.

Any reference to a time of day in this Circular shall be a reference to Hong Kong time unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded to one decimal place.

** For identification purposes only.*

越秀房地產投資信託基金
YUEXIU REAL ESTATE INVESTMENT TRUST

(a Hong Kong collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))

(Stock Code: 00405)

Managed by

越秀房託資產管理有限公司
YUEXIU REIT ASSET MANAGEMENT LIMITED

Directors of the Manager:
Executive Directors:
Ms. Ou Haijing
Mr. Lin Deliang

Non-executive Directors:
Mr. Jiang Guoxiong *(Chairman)*
Mr. Zeng Zhizhao

Independent Non-executive Directors:
Mr. Chan Chi On, Derek
Mr. Chan Chi Fai, Brian
Mr. Cheung Yuk Tong
Mr. Chen Guanzhan

Registered Office:
17B, Yue Xiu Building,
160 Lockhart Road,
Wanchai,
Hong Kong

30 October 2026

To: Unitholders of Yuexiu REIT

Dear Sir/Madam,

(1) CONTINUING CONNECTED PARTY TRANSACTIONS; (2) PROPOSED GRANT OF GENERAL MANDATE TO BUY BACK UNITS; AND (3) NOTICE OF EXTRAORDINARY GENERAL MEETING AND CLOSURE OF REGISTER OF UNITHOLDERS

1. INTRODUCTION

Reference is made to the Announcement.

The purposes of this Circular are to: (1) provide you with further information in respect of, among other things, the CCPT Matters Requiring Approval; (2) set out the recommendation of the Independent Board Committee in relation to the CCPT Matters Requiring Approval; (3) set out the recommendation of the Independent Financial Adviser in relation to the CCPT Matters Requiring Approval; (4) provide you with information regarding the proposed general mandate to the Manager to buy back Units on the Stock Exchange; and (5) serve notice of the EGM at which the resolutions seeking Unitholders' approval for the CCPT Matters Requiring Approval and the Buy-back Mandate shall be proposed.

2. CONTINUING CONNECTED PARTY TRANSACTIONS

2.1. Background

On 22 November 2023, Yuexiu REIT published a circular (the "**2023 Circular**") in relation to, among other things, the entry into of the Existing Leasing Framework Agreement, Existing Tenancy Services Framework Agreement and Existing Property Management Framework Agreement. These agreements set out the framework terms governing the relevant Connected Leasing Transactions, Connected TSAs and Connected PMAs which were either in place or to be entered into or renewed from time to time during the term of the relevant agreement.

Each of the Existing Framework Agreements is for a term of three years from 1 January 2024 to 31 December 2026, which may be renewed for a successive period of three years (or for any other period which may be shorter than three years as the parties may agree otherwise, provided that such other period will not be longer than three years). The Existing Framework Agreements were and continue to be, together with the Yuexiu Continuing CPTs contemplated thereunder, regulated with reference to Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code) until the end of their term.

In anticipation of the expiries of the Existing Framework Agreements, on 30 October 2026, the relevant parties to the Existing Framework Agreements entered into corresponding New Framework Agreements for a new term of three years, commencing from 1 January 2027 and ending on 31 December 2029.

The principal terms and conditions of the New Framework Agreements are the same as those of the corresponding Existing Framework Agreements, save for their term and, in the cases of the New Leasing Framework Agreement and the New Tenancy Services Framework Agreement, the applicable annual caps.

For the principal terms of each of the New Framework Agreements, please refer to the sections headed "2.2.1 New Leasing Framework Agreement", "2.2.2 New Tenancy Services Framework Agreement" and "2.3.1 New Property Management Framework Agreement" in this Circular.

Save for the New Leasing Framework Agreement, which is conditional upon the passing of the EGM Resolution in relation to the CCPT Matters Requiring Approval, none of the New Framework Agreements are conditional upon the approval of Independent Unitholders under Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code).

2.2. Non-exempt Continuing Connected Party Transactions with Yuexiu Connected Persons Group

Yuexiu REIT Group (through the Manager) entered into the following continuing connected party transactions which are subject to the reporting, announcement, and, in the case of the New Leasing Framework Agreement, the circular and Independent Unitholders' approval requirements under the REIT Code and Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code):

2.2.1 New Leasing Framework Agreement

As part of Yuexiu REIT's ordinary and usual course of business, the Property Companies and members of the Yuexiu Connected Persons Group entered into, or will from time to time enter into or renew agreements relating to the leasing or licensing in respect of the Properties, including but not limited to those pertaining to the naming rights of the Properties and the licensing of signage spaces at the Properties ("**Connected Leasing Transactions**"). As at 30 June 2026, other than leasing of premises within a building (such as an office unit or a shop), the Connected Leasing Transactions also include leasing of the carparks located at City Development Plaza, Fortune Plaza, Guangzhou IFC, Wuhan Property, Shanghai Yue Xiu Tower, and Hangzhou Property, and licensing of a signage space at Shanghai Yue Xiu Tower for displaying the name and logo of one of the connected persons of Yuexiu REIT.

As the Connected Leasing Transactions constitute continuing connected party transactions of Yuexiu REIT, the Manager (on behalf of Yuexiu REIT Group) entered into the New Leasing Framework Agreement with GZYX on 30 October 2026, which is conditional upon the passing of the EGM Resolution in relation to the CCPT Matters Requiring Approval. The Property Companies (as landlords) will enter into or renew individual leases or licences with the Yuexiu Connected Tenants and other members of the Yuexiu Connected Persons Group from time to time consistent with the New Leasing Framework Agreement.

The principal terms of the New Leasing Framework Agreement are set out below.

2.2.1.1 Term and termination

The New Leasing Framework Agreement is for a term of three years from 1 January 2027 to 31 December 2029, which is renewable for a successive period of three years, subject to the compliance with the relevant requirements of the REIT Code, the Trust Deed and the Listing Rules. The New Leasing Framework Agreement is conditional on the passing of the EGM Resolution to approve the CCPT Matters Requiring Approval, failing which the New Leasing Framework Agreement shall automatically terminate pursuant to its terms.

Upon the renewal of the New Leasing Framework Agreement, Yuexiu REIT will re-comply with the applicable disclosure and/or Independent Unitholders' approval requirements and other requirements under the REIT Code and the Listing Rules. In the event that the term of the annual caps, to which the Connected Leasing Transactions entered into in accordance with the New Leasing Framework Agreement are subject, expires prior to the end of the term of any Connected Leasing Transaction and is not renewed, Yuexiu REIT will comply in full with the applicable requirements under the REIT Code and the Listing Rules in respect of such Connected Leasing Transaction for the excess term.

The New Leasing Framework Agreement will be terminated where: (a) either party gives the other party not less than three months' prior written notice, provided that all the then-subsisting Connected Leasing Transactions have been terminated; (b) the Units cease to be listed on the Stock Exchange (except for temporary suspension of trading); (c) the Manager ceases to be a subsidiary of GZYX and GZYX ceases to be an associate of a Substantial Unitholder of Yuexiu REIT (being Dragon Yield); (d) the transactions under all the then-subsisting Connected Leasing Transactions cease to be connected party transactions and/or continuing connected party transactions as defined under the REIT Code and the Listing Rules (modified as appropriate pursuant to the REIT Code); (e) a party to the New Leasing Framework Agreement ceases to carry on business; or (f) a party to the New Leasing Framework Agreement commits a material breach of any material obligation thereunder and in the case of a breach that is capable of remedy, fails to remedy that breach within 30 days of receipt of a written notice from the other party stating the particulars of the breach and requiring it to be remedied.

2.2.1.2 Pricing policy

Pursuant to the New Leasing Framework Agreement, each party thereto agrees that, and agrees to procure the relevant contracting parties to the Connected Leasing Transactions to ensure that, each Connected Leasing Transaction shall be entered into or otherwise conducted: (a) in writing; (b) on an arm's length basis and in the ordinary and usual course of business of Yuexiu REIT; (c) on normal commercial terms or better (as defined under Rule 14A.06(26) of the Listing Rules) that are fair and reasonable and in the best interests of the Unitholders; (d) at a rent that is determined by reference to the then current open market rent at the commencement date of the term of the relevant Connected Leasing Transaction which would be paid by a willing tenant to a willing landlord for similar premises in a similar development; and (e) in compliance with the terms of the New Leasing Framework Agreement and all applicable provisions of the REIT Code, the Listing Rules and the Trust Deed.

2.2.1.3 Existing annual caps, historical transaction amounts and New Annual Caps

The table below sets out: (i) the historical transaction amounts in respect of the Connected Leasing Transactions for the years ended 31 December 2024 and 2025 and for the six months ended 30 June 2026, (ii) the existing annual caps in respect of the Connected Leasing Transactions for the years ended/ending 31 December 2024 to 2026; and (iii) the New Annual Caps for the Connected Leasing Transactions covered by the New Leasing Framework Agreement.

	For the year ended/ending					
	31 December 2024	**31 December 2025**	**31 December 2026**	**31 December 2027**	**31 December 2028**	**31 December 2029**
			RMB'000			
Existing Annual Cap	545,918	573,372	603,203			
Historical Transaction Amounts	369,015	342,392	117,051[(1)]	N/A	N/A	N/A
New Annual Caps[(2)]	N/A	N/A	N/A	288,144	303,763	316,378

Notes:

(1) Historical transaction amounts for the six months ended 30 June 2026. The decrease in the historical transaction amounts for the six months ended 30 June 2026 was mainly attributable to the disposal of a 50% equity interest in Yuexiu Financial Tower (越秀金融大廈), located at No. 28 Zhujiang East Avenue, Tianhe District, Guangzhou, Guangdong Province, the PRC, which was completed on 15 October 2025. Following the disposal, Yuexiu Financial Tower became a "Qualified Minority-owned Property" under 7.7C of the REIT Code, and the leasing and licensing transactions involving the connected persons of Yuexiu REIT in respect of that property ceased to constitute Connected Leasing Transactions and were accordingly excluded from the historical transaction amounts for the six months ended 30 June 2026.

(2) To calculate the total amount of existing annual caps, historical transaction amounts and New Annual Caps in RMB, HK$ received in respect of the Hong Kong Properties has been converted into RMB at the exchange rate of HK$1.00 to RMB0.85634, being the prevailing exchange rate as announced by the People's Bank of China as at the Latest Practicable Date. This exchange rate is for illustration purposes only and does not constitute a representation that any amounts have been, could have been, or may be exchanged at that rate or any other rate at all.

2.2.1.4 Basis of Calculation of New Annual Caps

The proposed caps in respect of the Connected Leasing Transactions were calculated on the following basis:

(a) determining the actual rent payable to Yuexiu REIT under the subsisting Connected Leasing Transactions for each of the years ending 31 December 2027, 2028 and 2029. Where an existing Connected Leasing Transaction expires prior to 31 December 2029, the Manager has assumed that the Connected Leasing Transaction will be renewed at a new rental rate which is 5% higher than the last rental rate for the expired lease, and will increase by a further 5% for each subsequent year; and

(b) applying a buffer of 10% for the total actual or assumed rent calculated on the above-mentioned basis. Such buffer is intended to: (i) cater for contingencies such as changes in rental rates or other market conditions; and (ii) provide flexibility for any new or additional Connected Leasing Transactions to be entered into or assumed by Yuexiu REIT as a result of, during the relevant financial periods: (x) members of the Yuexiu Connected Persons Group taking up the premises currently leased to independent third parties when such leases expire; and (y) new Properties (if any) being acquired by Yuexiu REIT.

The Manager's use of an assumed annual rental growth rate of 5% for determining the proposed caps for the Connected Leasing Transactions is based principally on the following factors: (a) the high volatility of rentals of properties in the PRC and Hong Kong; (b) the potential increases in rentals of comparable properties by reference to historical figures; and (c) inflation.

2.2.1.5 Reasons for, and benefits of, the New Leasing Framework Agreement

Given the sizeable and established operations of the members of the Yuexiu Connected Persons Group, the leasing of areas within the Properties to members of the Yuexiu Connected Persons Group has provided a stable source of rental income to Yuexiu REIT. The Manager takes the view that the leasing of these areas to members of the Yuexiu Connected Persons Group is in line with Yuexiu REIT's key investment objective to provide Unitholders with stable distributions through investing in income-producing real estate.

In addition, the Manager considers that the New Leasing Framework Agreement can set out a framework for and streamline and standardise the leasing processes in respect of all the properties or premises owned by Yuexiu REIT from time to time (including the Hong Kong Properties), and is therefore conducive to the continuous growth and operations of, and will generate recurrent rental income for, Yuexiu REIT. Further, the Manager is of the view that the New Leasing Framework Agreement can provide a basis on which Yuexiu REIT will comply with the relevant reporting, announcement and annual review requirements (to the extent applicable) in compliance with the REIT Code and the Listing Rules, thereby reducing the ongoing administrative and compliance costs upon Yuexiu REIT in respect of the Connected Leasing Transactions which are entered into in its ordinary and usual course of business. Accordingly, the Manager considers the New Leasing Framework Agreement to be beneficial to Yuexiu REIT and its Unitholders as a whole.

2.2.1.6 Application of the REIT Code and the Listing Rules

GZYX is the ultimate holding company of the Manager and a Substantial Unitholder of Yuexiu REIT (being Dragon Yield), and therefore an associate of such entities and a connected person of Yuexiu REIT. Accordingly, the Connected Leasing Transactions constitute continuing connected party transactions of Yuexiu REIT pursuant to the REIT Code, the Trust Deed and the Listing Rules. As the highest applicable percentage ratio for the transactions contemplated under the New Leasing Framework Agreement is, on an annual basis, expected to exceed 5%, these transactions will be subject to the reporting, annual review, announcement, circular and Independent Unitholders' approval requirements under Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code). The Connected Leasing Transactions do not constitute a transaction as defined under Chapter 14 of the Listing Rules.

2.2.2 New Tenancy Services Framework Agreement

As part of Yuexiu REIT's ordinary and usual course of business, members of the Yuexiu Connected Persons Group and members of Yuexiu REIT Group have entered into, or will from time to time enter into or renew, the tenancy services agreements for the Properties (collectively, the "**Connected TSAs**"). Under the Connected TSAs, members of the Yuexiu Connected Persons Group provide tenancy services to Yuexiu REIT Group including, among other things: (i) lease management services; (ii) rental collection services; (iii) tenant relationship management services; and (iv) marketing services. As consideration for these services, an annual leasing agent fee ranging from approximately 3% to approximately 4% of the annual gross rental of the relevant Property is typically charged by the relevant member of the Yuexiu Connected Persons Group. Such fee was and will be determined based on arm's length negotiation, and was and will be no less favourable than the fees which independent third parties would charge in comparison for provision of similar services.

As the Connected TSAs constitute continuing connected party transactions of Yuexiu REIT, the Manager (on behalf of Yuexiu REIT Group) entered into the New Tenancy Services Framework Agreement to set out the framework for the entry into and renewal of, individual Connected TSAs from time to time.

The principal terms of the New Tenancy Services Framework Agreement are set out below.

2.2.2.1 Term and termination

The New Tenancy Services Framework Agreement is for a term of three years from 1 January 2027 to 31 December 2029, which is renewable for a successive period of three years, subject to the compliance with the relevant requirements of the REIT Code, the Trust Deed and the Listing Rules.

Upon renewal of the New Tenancy Services Framework Agreement, Yuexiu REIT will re-comply with the applicable disclosure and/or Independent Unitholders' approval requirements and other requirements under the REIT Code and the Listing Rules. In the event that the term of the annual caps, to which the Connected TSAs entered into in accordance with the New Tenancy Services Framework Agreement are subject, expires prior to the end of the term of any Connected TSA and is not renewed, Yuexiu REIT will comply in full with the applicable requirements under the REIT Code and the Listing Rules in respect of such Connected TSA for the excess term.

The New Tenancy Services Framework Agreement will be terminated where: (a) either party gives the other party not less than three months' prior written notice, provided that all the then-subsisting Connected TSAs have been terminated; (b) the Units cease to be listed on the Stock Exchange (except for temporary suspension of trading); (c) the Manager ceases to be a subsidiary of GZYX and GZYX ceases to be an associate of a Substantial Unitholder of Yuexiu REIT (being Dragon Yield); (d) the transactions under all the then-subsisting Connected TSAs cease to be connected party transactions and/or continuing connected party transactions as defined under the REIT Code and the Listing Rules (modified as appropriate pursuant to the REIT Code); (e) a party to the New Tenancy Services Framework Agreement ceases to carry on business; or (f) a party to the New Tenancy Services Framework Agreement commits a material breach of any material obligation thereunder and in the case of a breach that is capable of remedy, fails to remedy that breach within 30 days of receipt of a written notice from the other party stating the particulars of the breach and requiring it to be remedied.

2.2.2.2 Pricing policy

Pursuant to the New Tenancy Services Framework Agreement, each party thereto agrees that, and agrees to procure the relevant contracting parties to the Connected TSAs to ensure that, each Connected TSA shall be entered into or otherwise conducted: (a) in writing; (b) on an arm's length basis and in the ordinary and usual course of business of Yuexiu REIT; (c) on normal commercial terms or better (as defined under Rule 14A.06(26) of the Listing Rules) that are fair and reasonable and in the best interests of the Unitholders; (d) at the prevailing market rate generally offered by independent third parties in respect of similar services; and (e) in compliance with the terms of the New Tenancy Services Framework Agreement and all applicable provisions of the REIT Code, the Listing Rules and the Trust Deed.

2.2.2.3 Existing annual caps, historical transaction amounts and New Annual Caps

The table below sets out: (i) the existing annual caps in respect of the Connected TSAs for the years ended/ending 31 December 2024 to 2026; (ii) the historical transaction amounts during this period; and (iii) the New Annual Caps in respect of the Connected TSAs entered into in accordance with the New Tenancy Services Framework Agreement.

	For the year ended/ending					
	31 December 2024	**31 December 2025**	**31 December 2026**	**31 December 2027**	**31 December 2028**	**31 December 2029**
			RMB'000			
Existing Annual Cap	62,352	65,470	68,743			
Historical Transaction Amounts	47,105	41,405	15,215[(1)]	N/A	N/A	N/A
New Annual Caps	N/A	N/A	N/A	35,241	37,003	38,854

Note:

(1) Historical transaction amounts for the six months ended 30 June 2026. The decrease in the historical transaction amounts for the six months ended 30 June 2026 was mainly attributable to the disposal of a 50% equity interest in Yuexiu Financial Tower (越秀金融大廈), located at No. 28 Zhujiang East Avenue, Tianhe District, Guangzhou, Guangdong Province, the PRC, which was completed on 15 October 2025. Following the disposal, Yuexiu Financial Tower became a "Qualified Minority-owned Property" under 7.7C of the REIT Code, and the tenancy services agreements in respect of that property ceased to constitute Connected TSAs and were accordingly excluded from the historical transaction amounts for the six months ended 30 June 2026.

2.2.2.4 Basis of Calculation of New Annual Caps

The New Annual Cap for the year ending 31 December 2027 has been calculated on the following basis:

(a) annualising the amount of actual fees paid by Yuexiu REIT for the Connected TSAs for the six months ended 30 June 2026;

(b) applying an increment of 5% to the amount resulting from paragraph (a) above, as assumed rental growth rate over the year (noting that the fees are charged as a percentage of annual gross rental), with some minor rounding up of figures; and

(c) applying an increment of 10% to the amount resulting from paragraph (b) above, as a buffer for contingencies such as: (1) changes in rental or other market conditions; and (2) increase in tenancy services transaction activities.

The proposed caps for the years ending 31 December 2028 and 2029 in relation to the Connected TSAs have been determined by applying an increment of 5% to the proposed cap for the preceding year, as assumed growth rate over the year, with some minor rounding up of figures. The Manager's use of an assumed annual rental growth rate of 5% for determining the proposed caps for the Connected TSAs is based on expected inflationary increases in tenancy works expenses and the historical growth of transaction amounts.

2.2.2.5 *Reasons for, and benefits of, the New Tenancy Services Framework Agreement*

Over the course of the operation of Yuexiu REIT, the Property Companies have from time to time entered into or renewed tenancy services agreements with members of the Yuexiu Connected Persons Group to provide tenancy services to tenants of the Properties. The Manager believes that these members of the Yuexiu Connected Persons Group are well-positioned to provide tenancy services to tenants given the established business relationship with the Property Companies and understanding of the operations, standards and specific needs of the Property Companies.

The Manager considers that the New Tenancy Services Framework Agreement can provide a basis on which Yuexiu REIT will comply with the relevant reporting, announcement and annual review requirements (to the extent applicable) in compliance with the REIT Code and the Listing Rules, and thereby enhances administrative efficiency and saves costs for Yuexiu REIT in complying with such requirements. Accordingly, it is expected that the arrangements under the New Tenancy Services Framework Agreement would be cost-efficient and in the interests of Yuexiu REIT and its Unitholders.

2.2.2.6 *Application of the REIT Code and the Listing Rules*

Yuexiu Property, which wholly-owns the Manager and a Substantial Unitholder of Yuexiu REIT (being Dragon Yield), is an associate of the Manager and Dragon Yield and hence a connected person of Yuexiu REIT. Accordingly, the transactions under the New Tenancy Services Framework Agreement constitute continuing connected party transactions of Yuexiu REIT pursuant to the REIT Code, the Trust Deed and the Listing Rules. As the highest applicable percentage ratio for the transactions contemplated under the New Tenancy Services Framework Agreement is, on an annual basis, expected to exceed 0.1% but be less than 5%, these transactions will be exempt from the circular (including the opinion and recommendations from an independent financial adviser) and Independent Unitholders' approval requirements, but will be subject to the reporting, annual review and announcement requirements under Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code).

2.3. Fully-exempt Continuing Connected Party Transactions with Yuexiu Connected Persons Group

Yuexiu REIT Group entered into the following continuing connected party transactions which are fully exempt from the reporting, annual review, announcement and Independent Unitholders' approval requirements under the REIT Code and Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code):

2.3.1 New Property Management Framework Agreement

As part of Yuexiu REIT's ordinary and usual course of business, members of the Yuexiu Connected Persons Group and members of Yuexiu REIT Group have entered into, or will from time to time enter into or renew, the property management agreements in respect of the Properties (collectively, the "**Connected PMAs**"). The property management services provided by the members of the Yuexiu Connected Persons Group under the Connected PMAs include, among other things, upkeep, repair and maintenance services of the common areas and facilities of the Properties, monitoring and security services, obtaining the relevant insurances required for the Properties, drawing up a user manual and establishing local rules for the Properties, as well as producing annual property management plans. Under the existing Connected PMAs, the relevant property manager is entitled to collect a monthly property management fee from tenants which ranges from RMB12.5 to RMB55.0 per square metre, depending on the nature of the relevant Property.

As the Connected PMAs constitute continuing connected party transactions of Yuexiu REIT, the Manager (on behalf of Yuexiu REIT Group) entered into the New Property Management Framework Agreement to set out the framework for the entering and renewal of individual Connected PMAs from time to time.

The principal terms of the New Property Management Framework Agreement are set out below.

2.3.1.1 Term and termination

The New Property Management Framework Agreement is for a term of three years from 1 January 2027 to 31 December 2029, which is renewable for a successive period of three years, subject to the compliance with the relevant requirements of the REIT Code, the Trust Deed and the Listing Rules.

Upon renewal of the New Property Management Framework Agreement, Yuexiu REIT will re-comply with the applicable disclosure and/or Independent Unitholders' approval requirements and other requirements under the REIT Code and the Listing Rules. In the event that the term of the annual caps, to which the Connected PMAs entered into in accordance with the New Property Management Framework Agreement are subject, expires prior to the end of the term of any Connected PMA and is not renewed, Yuexiu REIT will comply in full with the applicable requirements under the REIT Code and the Listing Rules in respect of such Connected PMA for the excess term.

The New Property Management Framework Agreement will be terminated where: (a) either party gives the other party not less than three months' prior written notice, provided that all the then-subsisting Connected PMAs have been terminated; (b) the Units cease to be listed on the Stock Exchange (except for temporary suspension of trading); (c) the Manager ceases to be a subsidiary of GZYX and GZYX ceases to be an associate of a Substantial Unitholder of Yuexiu REIT (being Dragon Yield); (d) the transactions under all the then-subsisting Connected PMAs cease to be connected party transactions and/or continuing connected party transactions as defined under the REIT Code and the Listing Rules (modified as appropriate pursuant to the REIT Code); (e) a party to the New Property Management Framework Agreement ceases to carry on business; or (f) a party to the New Property Management Framework Agreement commits a material breach of any material obligation thereunder and in the case of a breach that is capable of remedy, fails to remedy that breach within 30 days of receipt of a written notice from the other party stating the particulars of the breach and requiring it to be remedied.

2.3.1.2 Pricing policy

Pursuant to the New Property Management Framework Agreement, each party thereto agrees that, and agrees to procure the relevant contracting parties to the Connected PMAs to ensure that, each Connected PMA shall be entered into or otherwise conducted: (a) in writing; (b) on an arm's length basis and in the ordinary and usual course of business of Yuexiu REIT; (c) on normal commercial terms or better (as defined under Rule 14A.06(26) of the Listing Rules) that are fair and reasonable and in the best interests of the Unitholders; and (d) in compliance with the terms of the New Property Management Framework Agreement and all applicable provisions of the REIT Code, the Listing Rules and the Trust Deed.

2.3.1.3 Annual Caps and historical transaction amounts

As the property management fees payable under the Connected PMAs are paid by tenants, rather than Yuexiu REIT or the Property Companies, the historical transaction amounts since 1 January 2024 have been nil. For the same reason, the annual caps for the New Property Management Framework Agreement for each of the years ending 31 December 2027, 2028 and 2029 will be nil.

2.3.1.4 Application of the REIT Code and the Listing Rules

GZYX is the ultimate holding company of the Manager and a Substantial Unitholder of Yuexiu REIT (being Dragon Yield), and therefore an associate of such entities and a connected person of Yuexiu REIT. Accordingly, the transactions under the New Property Management Framework Agreement constitute continuing connected party transactions of Yuexiu REIT pursuant to the REIT Code, the Trust Deed and the Listing Rules.

As the property management fees payable under the Connected PMAs will be paid by the relevant tenants and no property management fees will be paid by Yuexiu REIT Group, the transactions contemplated under the New Property Management Framework Agreement will be within the *de minimis* threshold under Rule 14A.76(1) of the Listing Rules (modified as appropriate pursuant to the REIT Code) and be fully exempt from the reporting, annual review, announcement and Independent Unitholders' approval requirements under Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code).

2.4. Internal controls

The Manager has established an internal control system to ensure that connected party transactions between Yuexiu REIT Group and the Yuexiu Connected Persons Group are monitored and that such transactions are undertaken on terms in compliance with the REIT Code. As required by the REIT Code, all connected party transactions must, among other things, be carried out at arm's length, on normal commercial terms and in the interests of Unitholders. The following internal control measures are in place to ensure that such transactions satisfy the foregoing criteria:

(a) For the Connected Leasing Transactions, the Manager shall engage an independent valuer (whom may be the then principal valuer of Yuexiu REIT, or if the principal valuer is unavailable, an independent property consultancy firm which is able to satisfy the requisite criteria under Chapter 6 of the REIT Code) to opine on whether any lease or licence agreement is on normal commercial terms, and whether the rental amount thereunder is fair and reasonable and represents the prevailing market rent for similar properties in the locality that are used for similar purposes, before any such agreement is entered into or when it is renewed (except where it is conducted on standard or published rates).

(b) For the Connected TSAs, before entering into or renewing transactions for tenancy services, the Manager shall obtain three quotations (where practicable) from different service providers, including one from the relevant member of the Yuexiu Connected Persons Group and two from independent third parties (where practicable), to conduct a comparison of the fees before the transaction is entered into, to ensure that such fees are at the then prevailing market rate.

(c) For the Connected PMAs, given property management fees were historically borne by tenants rather than Yuexiu REIT or the Property Companies, the Manager will ensure that such arrangement remains the same with respect to all existing Connected PMAs and any Connected PMAs entered into from time to time.

(d) The Manager maintains a register to record all connected party transactions which are entered into by members of Yuexiu REIT Group and where applicable, the bases, including quotations from independent third parties and/or independent valuations obtained to support such bases, on which they are entered into. The Manager will review the quotations to ensure reasonableness having regard to the scale, scope and quality of services required, and the reputation, experience and track record of performance of the service providers.

(e) The register of connected party transactions is reviewed by the Manager on a quarterly basis to ensure the relevant annual caps are not exceeded.

(f) As a general rule, the Manager will demonstrate to the Audit Committee of the Board that all connected party transactions are carried out at arm's length, on normal commercial terms and in the interests of Unitholders. In particular, the Audit Committee is provided with a summary of the connected party transactions including their transaction amounts on a half-yearly basis.

(g) The internal auditor of the Manager will review all connected party transactions entered into by Yuexiu REIT Group on an annual basis. The Manager will incorporate into its internal audit plan a review of all connected party transactions entered into by Yuexiu REIT Group.

2.5. Review and reporting

The Yuexiu Continuing CPTs will be subject to the following review and reporting processes pursuant to paragraph 8.7A of the REIT Code and Rules 14A.55 to 14A.59, 14A.71 and 14A.72 of the Listing Rules (as modified under the REIT Code):

2.5.1 Annual review by the INEDs

The INEDs shall review the Yuexiu Continuing CPTs annually and confirm in Yuexiu REIT's annual report for the relevant financial period that each of those transactions has been entered into: (a) in the ordinary and usual course of business of Yuexiu REIT Group; (b) on normal commercial terms or better; and (c) in accordance with the relevant agreement governing it on terms that are fair and reasonable and in the interests of Yuexiu REIT and the Unitholders as a whole.

2.5.2 Annual review by the auditors

In respect of each relevant financial year, the Manager shall engage the auditors of Yuexiu REIT to report on the Yuexiu Continuing CPTs annually. The auditors of Yuexiu REIT must provide a letter to the Board confirming whether anything has come to their attention that causes them to believe that any such transactions: (a) have not been approved by the Board; (b) were not, in all material respects, in accordance with the pricing policies of Yuexiu REIT Group; (c) were not entered into, in all material respects, in accordance with the relevant agreement governing it; and (d) have exceeded the applicable annual cap. The Manager shall provide a copy of such auditors' letter to the SFC at least 10 business days before the bulk printing of the annual report of Yuexiu REIT.

2.5.3 Auditors' access to records

The Manager shall allow, and ensure that the counterparties to the Yuexiu Continuing CPTs allow, the auditors of Yuexiu REIT sufficient access to their records for the purpose of reporting on such transactions.

2.5.4 Notification to the SFC

The Manager shall promptly notify the SFC and publish an announcement if the INEDs and/or the auditors of Yuexiu REIT cannot confirm the matters set out in paragraphs 2.5.1 and 2.5.2 above, respectively. The SFC may require the Manager to re-comply with the announcement and Unitholders' approval requirements and may impose additional conditions.

2.5.5 Annual reports

A brief summary of the Yuexiu Continuing CPTs containing the information specified in Rules 14A.71 and 14A.72 of the Listing Rules shall be included in Yuexiu REIT's annual reports.

2.6. Views relating to the New Framework Agreements

Pursuant to Rule 14A.40 of the Listing Rules, the Independent Board Committee (comprising all of the INEDs) has been established by the Board to advise the Independent Unitholders on the matters relating to the New Leasing Framework Agreement. Pursuant to Rule 14A.44 of the Listing Rules, the Independent Financial Adviser has been appointed to make recommendations to the Independent Board Committee, the Independent Unitholders and the Trustee on the matters relating to the New Leasing Framework Agreement under Rule 14A.45 of the Listing Rules.

2.6.1 Board

The Board (including the INEDs) considers that the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement form an integral part of the normal business and operations of Yuexiu REIT, and having taken account of the duties of the Manager under the Trust Deed and the REIT Code, is of the view that:

(a) the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable as far as the Independent Unitholders are concerned and are in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole;

(b) the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement: (i) are and will be conducted in the ordinary and usual course of business of Yuexiu REIT and consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (ii) are and will be conducted on terms which are and will be at arm's length and on normal commercial terms; and (iii) are and will be on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; and

(c) the Connected TSAs contemplated under the New Tenancy Services Framework Agreement and the Connected PMAs contemplated under the New Property Management Framework Agreement: (i) are consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (ii) are on normal commercial terms, in the ordinary and usual course of business of Yuexiu REIT Group and will be carried out at arm's length; and (iii) are on terms which are fair and reasonable and in the interests of Yuexiu REIT and the Unitholders as a whole.

Accordingly, the Board recommends that the Independent Unitholders vote at the EGM in favour of the EGM Resolution to approve the New Leasing Framework Agreement and the proposed New Annual Caps applicable thereto.

2.6.2 Independent Financial Adviser

The Independent Financial Adviser has confirmed that it is of the view that:

(a) the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable as far as the Independent Unitholders are concerned and are in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; and

(b) the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement: (i) are and will be conducted in the ordinary and usual course of business of Yuexiu REIT and consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (ii) are and will be conducted on terms which are and will be at arm's length and on normal commercial terms; and (iii) are and will be on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole.

Your attention is drawn to the Letter from the Independent Financial Adviser appended to this Circular which contains the Independent Financial Adviser's opinion and recommendation (including the reasons for its opinion and the factors that it has taken into consideration in forming its opinion).

2.6.3 Independent Board Committee

The Independent Board Committee, having taken into account the opinion and recommendation of the Independent Financial Adviser, is of the view that:

(a) the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable as far as the Independent Unitholders are concerned and are in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; and

(b) the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement: (i) are and will be conducted in the ordinary and usual course of business of Yuexiu REIT and consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (ii) are and will be conducted on terms which are and will be at arm's length and on normal commercial terms; and (iii) are and will be on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole.

Accordingly, the Independent Board Committee recommends that the Independent Unitholders vote at the EGM in favour of the EGM Resolution to approve the New Leasing Framework Agreement and the proposed New Annual Caps applicable thereto.

Your attention is drawn to the Letter from the Independent Board Committee appended to this Circular which contains the Independent Board Committee's opinion and recommendation.

2.6.4 Trustee

Based and in sole reliance on: (1) the opinion of the Board in this letter to the Unitholders and the information and assurances provided by the Manager; (2) the Letter from the Independent Financial Adviser; and (3) the Letter from the Independent Board Committee, in each case, as set out in this Circular, the Trustee, having taken into account its duties in the Trust Deed and the REIT Code, is of the view that:

(a) the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole;

(b) the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement are: (i) consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (ii) on normal commercial terms; and (iii) on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole;

(c) the Connected TSAs contemplated under the New Tenancy Services Framework Agreement and the Connected PMAs contemplated under the New Property Management Framework Agreement are: (i) consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (ii) on normal commercial terms; and (iii) on terms which are fair and reasonable and in the interests of Yuexiu REIT and the Unitholders as a whole; and

(d) Independent Unitholders' approval is required for the New Leasing Framework Agreement, but Independent Unitholders' approval is not required under the REIT Code or the Trust Deed for the entry into of the New Tenancy Services Framework Agreement and the New Property Management Framework Agreement.

The Trustee does not have any objection to the entry into of the Connected Leasing Transactions, the Connected TSAs and the Connected PMAs in accordance with the terms of the New Leasing Framework Agreement, the New Tenancy Services Framework Agreement and the New Property Management Framework Agreement respectively (and the New Annual Caps applicable thereto).

The Trustee has not made any assessment of the merits or impact of the New Leasing Framework Agreement, the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement and the proposed New Annual Caps applicable thereto, other than for the purposes of fulfilling its duties in the Trust Deed and the REIT Code. The Trustee's view is not to be taken as a recommendation or representation by the Trustee of the merits or impact of the terms of the New Leasing Framework Agreement, the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement and the proposed New Annual Caps applicable thereto. **Accordingly,**

the Trustee urges all Unitholders, including those who are in any doubt as to the merits or impact of the terms of the New Leasing Framework Agreement, the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement and the proposed New Annual Caps applicable thereto, to seek their own financial or other professional advice.

3. PROPOSED GENERAL MANDATE TO BUY BACK UNITS

3.1. Buy-back Mandate

Under the Trust Deed, the Manager is permitted to cause Units to be repurchased by or on behalf of Yuexiu REIT so long as such repurchase of Units is effected in accordance with the REIT Code, the Listing Rules, the Takeovers Code, or any published guidelines, policies, practice statements, circulars or other guidance issued by the SFC from time to time and applicable laws and regulations. Any Units repurchased by Yuexiu REIT shall be cancelled, or alternatively held, resold, transferred or otherwise used as Treasury Units, in the manner permitted by, and subject to the requirements, limitations and restrictions under, the REIT Code, the Listing Rules, the Takeovers Code, or any published guidelines, policies, practice statements, circulars or other guidance issued by the SFC from time to time.

Pursuant to the SFC Repurchase Circulars, an SFC-authorised REIT may purchase its own units on the Stock Exchange provided that the REIT has followed the requirements as set out in the SFC Repurchase Circulars, including, inter alia, the despatch of an explanatory statement of the repurchase mandate to the unitholders and a specific approval or a general mandate to make such repurchase(s) has been obtained from the unitholders of the REIT. In addition, an SFC-authorised REIT may hold repurchased units in treasury and resell them, subject to the similar requirements as applicable to treasury shares of listed companies, including requirements on conducting resale on a pre-emptive basis or with a shareholders' mandate, disclosure and reporting requirements, imposition of a moratorium period after resale or repurchase, voting and dealing restrictions as well as lock-up requirements.

Having regard to the above, an Ordinary Resolution will be proposed for Unitholders to consider, and if thought fit, grant a general mandate to the Manager to (for and on behalf of Yuexiu REIT) buy back Units on the Stock Exchange up to 10% of the total Units in issue (excluding any Treasury Units) as at the date of the passing of such resolution.

The Buy-back Mandate, if approved by Unitholders, will be in force for the period commencing from the date of the passing of the Ordinary Resolution approving the Buy-back Mandate and expiring on the earliest of the following: (a) the conclusion of the next annual general meeting of the Unitholders following the passing of such resolution; (b) the expiration of the period within which the next annual general meeting of the Unitholders as referred to in (a) above is required to be held by the Trust Deed, the REIT Code or any applicable laws; or (c) the revocation or variation of the authority given under the resolution approving the Buy-back Mandate by the passing of an Ordinary Resolution.

The Manager shall ensure Yuexiu REIT complies with the restrictions and notification requirements applicable to listed companies purchasing their own shares on a stock exchange under Rules 10.06, 10.06A and 10.06B of the Listing Rules, with necessary changes being made, as if the provisions therein were applicable to REITs.

An explanatory statement in connection with the Buy-back Mandate is set out in Appendix 1 to this Circular.

3.2. Board's view

The Board is of the view that the granting of the Buy-back Mandate is in the interests of Yuexiu REIT and the Unitholders as a whole, and accordingly, recommends Unitholders to vote in favour of the Ordinary Resolution in respect of the Buy-back Mandate.

4. EXTRAORDINARY GENERAL MEETING, CLOSURE OF REGISTER OF UNITHOLDERS AND RESTRICTIONS ON VOTING

4.1. Extraordinary General Meeting

The EGM will be held at Plaza 1 to 4, Basement 3, Novotel Century Hong Kong, 238 Jaffe Road, Wanchai, Hong Kong on Wednesday, 18 November 2026 at 10:30 a.m., for the purpose of considering and, if thought fit, passing with or without amendments, the resolutions set out in the EGM Notice on pages N-1 to N-3 of this Circular. You can vote at the EGM if you are a Unitholder on Wednesday, 18 November 2026 which is referred to in this Circular as the EGM Record Date. You will find enclosed with this Circular the EGM Notice (see pages N-1 to N-3 of this Circular) and a form of proxy for use for the EGM.

4.2. Closure of Register of Unitholders

In order to determine which Unitholders will qualify to attend and vote at the EGM, the register of Unitholders of Yuexiu REIT will be closed from Friday, 13 November 2026 to Wednesday, 18 November 2026 (both days inclusive). During this period, no transfer of Units will be effected. For those Unitholders who are not already on the register of Unitholders, in order to qualify to attend and vote at the EGM, all Unit certificates accompanied by the duly completed transfer forms must be lodged with the Unit Registrar, Tricor Investor Services Limited of 17/F Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration not later than 4:30 p.m. on Thursday, 12 November 2026.

Your vote is very important. Accordingly, please complete, sign and date the accompanying proxy form in accordance with the instructions printed thereon and return it to the Unit Registrar, Tricor Investor Services Limited of 17/F Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event not less than 48 hours before the time fixed for holding the EGM or any adjournment thereof. Completion and return of the proxy form will not preclude you from attending and voting at the EGM or any adjournment thereof should you so wish.

4.3. Restrictions on Voting

Paragraphs 8.7F and 9.9(f) of the REIT Code provide that where a Unitholder has a material interest in the resolutions tabled for approval, and that interest is different from that of all other Unitholders, such Unitholder shall abstain from voting. Further, under paragraph 3.2 of Schedule 1 to the Trust Deed, where a Unitholder has a material interest in the resolutions tabled for approval at a general meeting of the Unitholders, and that interest is different from the interests of other Unitholders, such Unitholder shall be prohibited from voting its Units or being counted in the quorum for the general meeting.

As (i) Mr. Jiang Guoxiong, a non-executive Director, holds a senior management position with Yuexiu Property, and (ii) Mr. Zeng Zhizhao, a non-executive Director, holds senior management positions with GZYX, Yue Xiu and Yuexiu Property, each of them has abstained from voting on the board resolutions of the Manager in relation to the New Framework Agreements. Save as disclosed above, no Director had a material interest in the New Framework Agreements thus was required to abstain from voting on the board resolutions of the Manager in relation to the New Framework Agreements.

Members of the Yuexiu Connected Persons Group are or will be counterparties to the New Leasing Framework Agreement and the transactions contemplated thereunder, and as such, are considered to have a material interest or deemed material interest in the EGM Resolution relating to the CCPT Matters Requiring Approval that will be tabled for approval, different from that of other Unitholders. Pursuant to the REIT Code and the Trust Deed, each of Yuexiu Property and Yue Xiu has agreed that it will abstain, and will procure that other members of the Yuexiu Connected Persons Group will abstain, from voting on such EGM Resolution.

For the avoidance of doubt, this does not prevent any of the above person or entity from voting on the EGM Resolution provided that such person or entity is appointed as a proxy of an Independent Unitholder which gives a specific voting direction.

So far as the Manager is aware, as at the Latest Practicable Date, the parties mentioned above as needing to abstain from voting on the EGM Resolution relating to the CCPT Matters Requiring Approval are interested or deemed to be interested in 2,876,916,803 Units representing approximately 52.81% of the Units in issue.

With respect to the EGM Resolution relating to the Buy-back Mandate, the Manager is not aware of any Unitholders that are required to abstain from voting on such resolution.

To the best of the Manager's knowledge, information and belief, after having made reasonable enquiries, the Manager takes the view that, save as disclosed above, as at the Latest Practicable Date, no other Unitholder is required to abstain from voting at the EGM in respect of the EGM resolutions.

4.4. Bad Weather Arrangements

If a black rainstorm warning signal, a tropical cyclone warning signal no. 8 or above or "extreme conditions" announced by the Hong Kong Government is/are in force in Hong Kong at 7:00 a.m. on 18 November 2026, the EGM will be automatically postponed. Unitholders will be notified of the date, time and place of the postponed meeting by an announcement to be posted on Yuexiu REIT's website (www.yuexiureit.com) and the HKEXnews website (www.hkexnews.hk).

Unitholders should make their own decision as to whether they would attend the EGM under bad weather conditions at their own risk having regard to their own situation and if they should choose to do so, they are advised to exercise care and caution.

5. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the Appendices to this Circular.

Yours faithfully,
By Order of the Board
Yuexiu REIT Asset Management Limited
(as Manager of Yuexiu Real Estate Investment Trust)
YU Tat Fung
Company Secretary

越秀房地產投資信託基金
YUEXIU REAL ESTATE INVESTMENT TRUST

(a Hong Kong collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))

(Stock Code: 00405)

Managed by

越秀房託資產管理有限公司
YUEXIU REIT ASSET MANAGEMENT LIMITED

30 October 2026

To: The Independent Unitholders of Yuexiu REIT

Dear Sir or Madam,

CONTINUING CONNECTED PARTY TRANSACTIONS

We have been appointed as members of the Independent Board Committee to advise you in respect of the CCPT Matters Requiring Approval, details of which are set out in the "Letter to the Unitholders" in the circular dated 30 October 2026 from the Manager to the Unitholders (the "**Circular**"), of which this letter forms a part. Terms defined in the Circular shall have the same meanings when used in this letter unless the context otherwise requires.

Altus Capital Limited has been appointed by the Manager to advise us, the Independent Unitholders and the Trustee as to the CCPT Matters Requiring Approval. Details of their opinion, together with the principal factors taken into consideration, and assumptions and qualifications in arriving at such opinion, are set out in the "Letter from the Independent Financial Adviser" the text of which is contained in the Circular.

Having taken into account the opinion of Altus Capital Limited and the principal factors and reasons considered by them, we consider that:

(a) the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable as far as the Independent Unitholders are concerned and are in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; and

(b) Connected Leasing Transactions contemplated under the New Leasing Framework Agreement: (i) are and will be conducted in the ordinary and usual course of business of Yuexiu REIT and consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (ii) are and will be conducted on terms which are and will be at arm's length and on normal commercial terms; and (iii) are and will be on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole.

Accordingly, we recommend that the Independent Unitholders vote at the EGM in favour of the EGM Resolution.

Yours faithfully,
For and on behalf of Independent Board Committee of

Yuexiu REIT Asset Management Limited
(as Manager of Yuexiu Real Estate Investment Trust)

Mr. CHAN Chi On, Derek	**Mr. CHAN Chi Fai, Brian**	**Mr. CHEUNG Yuk Tong**	**Mr. CHEN Guanzhan**
Independent non-executive Director	*Independent non-executive Director*	*Independent non-executive Director*	*Independent non-executive Director*

The following is the text of a letter of advice from Altus Capital Limited, the Independent Financial Adviser to the Independent Board Committee, the Independent Unitholders and the Trustee in relation to the CCPT Matters Requiring Approval, which has been prepared for the purpose of incorporation in this circular.

ALTUS.

Altus Capital Limited
21 Wing Wo Street
Central, Hong Kong

30 October 2026

To the Independent Board Committee, the Independent Unitholders and the Trustee

Yuexiu Real Estate Investment Trust
17B, Yue Xiu Building
160 Lockhart Road
Wanchai
Hong Kong

Dear Sirs,

CONTINUING CONNECTED PARTY TRANSACTIONS

INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee, the Independent Unitholders and the Trustee in respect of the CCPT Matters Requiring Approval (being the New Leasing Framework Agreement and the proposed New Annual Caps applicable thereto for the three financial years ending 31 December 2027, 2028 and 2029), details of which are set out in the "Letter to the Unitholders" contained in the circular of Yuexiu REIT dated 30 October 2026 (the "**Circular**"), of which this letter forms part. Unless the context otherwise requires, capitalised terms used in this letter shall have the same meanings as those defined in the Circular.

Reference is made to the announcement and the circular of Yuexiu REIT dated 22 November 2023 in relation to, among other things, the Existing Leasing Framework Agreement entered into between the Manager (on behalf of Yuexiu REIT Group) and GZYX on 22 November 2023 for a term of three years from 1 January 2024 to 31 December 2026. In anticipation of the expiry of the Existing Leasing Framework Agreement on 31 December 2026, on 30 October 2026, the Manager (on behalf of Yuexiu REIT Group) entered into the New Leasing Framework Agreement with GZYX for a new term of three years commencing from 1 January 2027 and ending on 31 December 2029, subject to the approval of the Independent Unitholders at the EGM.

REGULATORY IMPLICATIONS

GZYX is the ultimate holding company of the Manager and indirectly controls Dragon Yield, a Substantial Unitholder of Yuexiu REIT. Accordingly, GZYX and its subsidiaries and associates are connected persons of Yuexiu REIT, and the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement constitute continuing connected party transactions under Chapter 8 of the REIT Code, the Trust Deed and Chapter 14A of the Listing Rules, modified as appropriate pursuant to the REIT Code.

As the highest applicable percentage ratio for the transactions contemplated under the New Leasing Framework Agreement is, on an annual basis, expected to exceed 5%, these transactions will be subject to the reporting, annual review, announcement, circular and Independent Unitholders' approval requirements under Chapter 14A of the Listing Rules (modified as appropriate pursuant to the REIT Code).

We note that pursuant to the REIT Code and the Trust Deed, members of the Yuexiu Connected Persons Group who hold Units (including Dragon Yield) and their associates, holding in aggregate approximately 2,876,916,803 Units (representing approximately 52.81% of the issued Units as at the Latest Practicable Date), will abstain from voting on Ordinary Resolution No. 1 at the EGM.

THE INDEPENDENT BOARD COMMITTEE

The Independent Board Committee, comprising all the INEDs, namely Mr. CHAN Chi On, Derek, Mr. CHAN Chi Fai, Brian, Mr. CHEUNG Yuk Tong and Mr. CHEN Guanzhan, has been established by the Board to advise the Independent Unitholders, after taking into account the recommendation of the Independent Financial Adviser, as to (i) whether the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the bases of arriving at the same, are fair and reasonable so far as the Independent Unitholders are concerned and are in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; (ii) whether the Connected Leasing Transactions under the New Leasing Framework Agreement (a) are and will be conducted in the ordinary and usual course of business of Yuexiu REIT and consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (b) are and will be conducted on terms which are and will be at arm's length and on normal commercial terms; and (c) are and will be conducted on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; and (iii) whether the Independent Unitholders should vote on Ordinary Resolution No. 1 in relation to the CCPT Matters Requiring Approval at the EGM after taking into account the advice from the Independent Financial Adviser.

INDEPENDENT FINANCIAL ADVISER

We, Altus Capital Limited, have been appointed as the Independent Financial Adviser to advise the Independent Board Committee, the Independent Unitholders and the Trustee as to (i) whether the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the bases of arriving at the same, are fair and reasonable so far as the Independent Unitholders are concerned and

are in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; (ii) whether the Connected Leasing Transactions under the New Leasing Framework Agreement (a) are and will be conducted in the ordinary and usual course of business of Yuexiu REIT and consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (b) are and will be conducted on terms which are and will be at arm's length and on normal commercial terms; and (c) are and will be conducted on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; and (iii) whether the Independent Unitholders should vote on Ordinary Resolution No. 1 in relation to the CCPT Matters Requiring Approval at the EGM.

We have not acted as independent financial adviser or financial adviser in relation to any transactions of Yuexiu REIT in the last two years prior to the date of the Circular. Pursuant to Rule 13.84 of the Listing Rules, and having considered that the remuneration for our engagement to opine on the CCPT Matters Requiring Approval is at market level, is not conditional upon successful passing of the resolution at the EGM, and that our engagement is on normal commercial terms, we are independent of Yuexiu REIT, the Manager, the Trustee, GZYX, Dragon Yield and their respective associates.

BASIS OF OUR ADVICE

In formulating our opinion and recommendation, we have reviewed, among other things: (i) the New Leasing Framework Agreement; (ii) the Existing Leasing Framework Agreement dated 22 November 2023; (iii) the annual reports of Yuexiu REIT for the years ended 31 December 2024 and 2025 (the "**2024 Annual Report**" and "**2025 Annual Report**") and the interim report of Yuexiu REIT for the six months ended 30 June 2026 (the "**2026 Interim Report**") respectively; (iv) independent rental valuation reports prepared by the principal valuer of Yuexiu REIT; and (v) other information set out in the Circular.

We have also relied on the statements, information, opinions and representations contained or referred to in the Circular and/or provided to us by Yuexiu REIT, the Directors and the management of the Manager (the "**Management**"). We have assumed that all the statements, information, opinions and representations contained or referred to in the Circular and/or provided to us were true, accurate, and complete at the time they were made and will continue to be so up to the date of the EGM. The Directors collectively and individually accept full responsibility, including particulars given in compliance with the REIT Code and the Listing Rules for the purpose of giving information with regard to Yuexiu REIT. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in the Circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other facts the omission of which would make any statement in the Circular misleading.

We have no reason to believe that any such statements, information, opinions or representations relied on by us in forming our opinion are untrue, inaccurate or misleading, nor are we aware of any material facts the omission of which would render them untrue, inaccurate or misleading.

We consider that we have been provided with, and have reviewed, sufficient information to reach an informed view and to provide a reasonable basis for our opinion. We have not, however, conducted any independent investigation into the business, financial conditions and affairs or future prospects of Yuexiu REIT Group.

PRINCIPAL FACTORS AND REASONS CONSIDERED

1. BACKGROUND INFORMATION OF YUEXIU REIT, THE MANAGER AND GZYX

- Yuexiu REIT is a Hong Kong collective investment scheme constituted as a unit trust and listed on the Stock Exchange. It is principally engaged in leasing commercial properties in the PRC and Hong Kong, with the objective of providing Unitholders with stable distributions, sustainable growth and long-term capital appreciation. As at the Latest Practicable Date, its property portfolio comprised City Development Plaza, Fortune Plaza, Victory Plaza, Guangzhou IFC, Hangzhou Property, Shanghai Yue Xiu Tower, White Horse Building, Wuhan Property, and the Hong Kong Properties.

- The Manager is Yuexiu REIT Asset Management Limited, a company incorporated in Hong Kong and licensed to conduct Type 9 (asset management) regulated activity under the SFO. The Manager is a direct wholly-owned subsidiary of Yuexiu Property.

- GZYX is a company established in the PRC with limited liability, majority-owned by the Guangzhou Municipal People's Government. GZYX is the ultimate controlling shareholder of Yuexiu Property and Yue Xiu, and indirectly controls both the Manager and Dragon Yield (a Substantial Unitholder of Yuexiu REIT).

- The Yuexiu Connected Persons Group comprises GZYX and its subsidiaries and associates, excluding Yuexiu REIT Group. Its members are associates of the Manager and/or Dragon Yield and are therefore connected persons of Yuexiu REIT.

2. Reasons for and benefits of entering into the New Leasing Framework Agreement

The leasing and licensing of office, retail and carpark spaces forms part of the ordinary and usual course of business of Yuexiu REIT. In assessing the New Leasing Framework Agreement and the continuing connected party transactions contemplated thereunder, we have considered the following principal factors.

Firstly, as members of the Yuexiu Connected Persons Group have sizeable and established operations and constitute an established tenant base, the Connected Leasing Transactions have provided, and are expected to continue providing, Yuexiu REIT with a stable source of rental income. This is consistent with Yuexiu REIT's key investment objective of providing Unitholders with stable distributions through investment in income-producing real estate.

Secondly, the New Leasing Framework Agreement establishes a three-year framework that streamlines and standardises the leasing process for the Connected Leasing Transactions and provides the Manager with flexibility to manage leasing requirements across Yuexiu REIT's portfolio. By enabling individual transactions to be entered into efficiently under a common framework, it helps reduce the ongoing administrative and compliance costs that would otherwise arise from negotiating and processing each transaction separately. At the same time, each Connected Leasing Transaction must be entered into in writing, on an arm's length basis, in the ordinary and usual course of business of Yuexiu REIT, on normal commercial terms or better, and in accordance with the pricing policy, the applicable New Annual Cap and the requirements of the REIT Code and the Listing Rules.

Having considered the established tenant relationship, the recurring rental income generated by the Connected Leasing Transactions and the operational flexibility afforded by the three-year framework, we are of the view that the New Leasing Framework Agreement and the Connected Leasing Transactions are in the ordinary and usual course of business of Yuexiu REIT and are consistent with its investment objectives and strategy. Subject to the pricing policy, the New Annual Caps and the internal control and monitoring measures described in the section headed "5. Internal control and monitoring measures" below being duly implemented, we consider that the Connected Leasing Transactions will be conducted on an arm's length basis and on normal commercial terms or better, and that the terms of the New Leasing Framework Agreement are fair and reasonable so far as the Independent Unitholders are concerned and in the interests of Yuexiu REIT and the Unitholders as a whole.

3. Principal terms and pricing policy of the New Leasing Framework Agreement

To assess the fairness and reasonableness of the terms of the New Leasing Framework Agreement, we have considered the principal terms set out below.

3.1 Key terms of the New Leasing Framework Agreement

For details of the principal terms of the New Leasing Framework Agreement, please refer to the "Letter to the Unitholders" of the Circular. In particular, we have reviewed the following principal terms.

3.1.1 Duration and termination

The New Leasing Framework Agreement has a fixed term of three years commencing on 1 January 2027 and ending on 31 December 2029. It may be renewed for successive periods of three years, subject to compliance with the applicable requirements of the REIT Code, the Trust Deed and the Listing Rules. The agreement may be terminated upon three months' prior written notice, provided that all subsisting leases and licences entered into thereunder have been terminated, or upon certain specified events, including the delisting of Yuexiu REIT, cessation of the relevant connected relationship or an unremedied material breach. Having considered the above, we are of the view that the duration and termination provisions provide an appropriate contractual framework for the Connected Leasing Transactions and are fair and reasonable so far as the Independent Unitholders are concerned.

3.1.2 Pricing policy

The New Leasing Framework Agreement sets out the pricing policy governing each Connected Leasing Transaction. Under the pricing policy, each transaction must be entered into in writing, on an arm's length basis and in the ordinary and usual course of business of Yuexiu REIT, on normal commercial terms or better, and on terms that are fair and reasonable and in the interests of Yuexiu REIT and the Unitholders as a whole. The rent must be determined by reference to the prevailing open market rent as at the commencement date of the relevant lease or licence, being the rent that would be agreed between a willing landlord and a willing tenant for comparable premises in a comparable development.

To assess whether the pricing policy provides an appropriate basis for conducting the Connected Leasing Transactions on normal commercial terms or better, we obtained from the Manager the complete schedule of subsisting Connected Leasing Transactions and reviewed selected samples covering office and retail premises and carpark spaces.

We compared the terms of the selected transactions with the available independent valuations, market benchmarks and comparable transactions with independent third parties, as set out below.

In respect of office and retail premises, we selected sample tenancy agreements from the complete schedule of subsisting Connected Leasing Transactions across the three largest properties by transaction amount for each year/period from 2024 to 2025 and for the six months ended 30 June 2026. Within each of these three largest properties, the selected samples comprise the top three agreements with the highest transaction amounts for each year/period from 2024 to 2025 and for the six months ended 30 June 2026. Given that the samples selected covered the three properties under this category contributing the vast majority of historical connected leasing transaction value, we consider them sufficient and representative. For each selected sample, we compared the rental and other principal commercial terms with (a) the relevant independent rental valuation report(s) issued by the independent property valuer; and (b) comparable rental rates charged to independent third-party tenants for premises on the same or adjacent floors for each of the sample contracts selected. Based on our review, we noted that the independent valuation reports confirmed that the selected Connected Leasing Transactions were entered into at prevailing market rents or stated that the rental rates were within the range of those offered for comparable leases. We also noted that the other principal commercial terms, including rental fees, payment terms, lease duration, rent-free periods, were no less favourable to Yuexiu REIT than those under the relevant comparable transactions with independent third parties.

In respect of carpark spaces, Yuexiu REIT has entered into eight, seven and seven carpark master lease agreements with the Yuexiu Connected Persons Group as at 31 December 2024, 31 December 2025 and 30 June 2026 respectively. We selected carpark lease or licence agreements from the complete schedule of subsisting Connected Leasing Transactions across those carparks located at the aforementioned three largest properties by transaction amount for each year/period from 2024 to 2025 and for the six months ended 30 June 2026. The selected samples comprise one randomly selected master agreement for each year/period from 2024 to 2025 and for the six months ended 30 June 2026 for each of the three largest properties. In total, we have reviewed three master contracts for each year/period from 2024 to 2025 and for the six months ended 30 June 2026, covering three carparks out of the seven/eight carparks leased to the Yuexiu Connected Persons Group for each of the respective year/period. Given the above, we consider the sample size sufficient and representative. For each selected agreement, we checked that the rent and lease period agreed with the information set out in the schedule and reviewed the relevant independent rental valuation report issued by the independent property valuer. Based on our review, we noted that the independent valuation reports confirmed that the selected carpark leases were entered into at prevailing market rents or stated that the rental rates were within the range of those offered for comparable leases. We noted that there is no independent carpark leases entered into between Yuexiu REIT and independent third parties. Alternatively, we have reviewed the rental fees for car park spaces in commercial complexes or office buildings within surrounding regions, and observed that the rental fees under the selected sample contracts fall within the range of rental fees charged by independent third parties.

Having considered the pricing requirements under the New Leasing Framework Agreement, the results of our sample review and benchmarking in respect of office and retail premises and carpark spaces, we consider that the pricing policy provides an appropriate and objective basis for determining the rental and other principal commercial terms of the Connected Leasing Transactions. Subject to the pricing policy being duly implemented and the internal control and monitoring measures described in section 5 below, we are of the view that the Connected Leasing Transactions will be conducted on an arm's length basis, in the ordinary and usual course of business of Yuexiu REIT and on normal commercial terms or better. We also consider that the pricing policy and the basis for determining the terms of the Connected Leasing Transactions are fair and reasonable so far as the Independent Unitholders are concerned and in the interests of Yuexiu REIT and the Unitholders as a whole.

4. Historical transaction amounts and evaluation of proposed New Annual Caps

*4.1 Historical transaction amounts vs existing annual caps under the Existing Leasing Framework Agreement (the "**Existing Annual Caps**")*

The following table sets out the historical transaction amounts and Existing Annual Caps for the Connected Leasing Transactions during the term of the Existing Leasing Framework Agreement:

	For the year ended/ending 31 December		
	2024 ("FY2024")	**2025 ("FY2025")**	**2026 ("FY2026")**
	RMB'000	*RMB'000*	*RMB'000*
Existing Annual Caps	545,918	573,372	603,203
Historical transaction amount	369,015	342,392	117,051*(Note)*
Utilisation rate (%)	68%	60%	19%

Note: This amount represents the historical transaction amounts recorded for the six months ended 30 June 2026.

As shown in the table above, the historical transaction amounts were approximately RMB369.0 million for FY2024 and RMB342.4 million for FY2025, representing utilisation rates of approximately 68% and 60% of the respective Existing Annual Caps. The historical transaction amount decreased by approximately RMB26.6 million, or 7.2%, from FY2024 to FY2025. Such decrease was mainly attributable to the completion of the disposal of a 50% equity interest in Yuexiu Financial Tower on 15 October 2025. Following the disposal, Yuexiu Financial Tower became a qualified minority-owned property and its gross rental income was no longer consolidated into Yuexiu REIT Group. Accordingly, transactions involving connected persons in respect of that property ceased to be classified as Connected Leasing Transactions and were therefore excluded from the historical transaction amounts used to assess utilisation of the Existing Annual Caps.

For the six months ended 30 June 2026, the historical transaction amount was approximately RMB117.1 million, representing approximately 19% of the Existing Annual Cap for FY2026. The lower utilisation rate was mainly attributable to the full-period effect of the deconsolidation of Yuexiu Financial Tower following the disposal referred to above.

We note that the historical transaction amounts remained within the respective Existing Annual Caps throughout the period under review, with unutilised headroom in each period. As the FY2026 amount covers only the first six months of the year, it is not directly comparable with the full-year amounts for FY2024 and FY2025 and should not, in isolation, be regarded as indicative of the transaction amount for the full year ending 31 December 2026. Nevertheless, the historical utilisation indicates that the Existing Annual Caps have provided sufficient flexibility for the Connected Leasing Transactions conducted during the period under review.

4.2 Proposed New Annual Caps for FY2027 to FY2029

The proposed New Annual Caps for the Connected Leasing Transactions under the New Leasing Framework Agreement are set out below:

	For the year ending 31 December		
	2027 ("FY2027")	**2028 ("FY2028")**	**2029 ("FY2029")**
	RMB'000	*RMB'000*	*RMB'000*
New Annual Cap	288,144	303,763	316,378

As shown in the table above, the proposed New Annual Caps increase from approximately RMB288.1 million for FY2027 to approximately RMB303.8 million for FY2028 and approximately RMB316.4 million for FY2029, representing year-on-year increases of approximately 5.4% and 4.2%, respectively. We have therefore reviewed the basis and assumptions underlying the proposed increases, as discussed below.

The proposed New Annual Cap for FY2027

In assessing the reasonableness of the proposed New Annual Cap for FY2027, we obtained and reviewed, among other things, the breakdown of the actual transaction amounts under the Connected Leasing Transactions for the six months ended 30 June 2026, the terms and rental amounts of the subsisting Connected Leasing Transactions, the relevant lease expiry and renewal schedules, and the underlying calculation workings provided by the Manager for the three years ending 31 December 2029. We also discussed with the Manager the basis and key assumptions adopted in preparing the FY2027 annual cap. We noted that the proposed New Annual Cap for FY2027 was estimated after taking into account: (i) the actual rent payable to Yuexiu REIT under the subsisting Connected Leasing Transactions for each of the years ending 31 December 2027, 2028 and 2029; (ii) the expected continuation and renewal of the subsisting Connected Leasing Transactions; (iii) the expected contract value upon renewal, based on the rental rates under the existing lease agreements; (iv) where applicable, a potential 5% escalation in rental rates for FY2027 as compared with FY2026; and (v) the potential leasing of additional space by the Yuexiu Connected Persons Group.

We have cross-checked the underlying calculation workings provided by the Manager and noted that the basis and assumptions described above are consistent with those workings. As regards the potential 5% escalation in rental rates for FY2027, the Manager has represented that Yuexiu REIT has entered into contracts with independent third parties, under which rental rates increased by 5% per annum. We obtained seven sample contracts, which comprise (i) three contracts selected from those entered into between Yuexiu REIT Group and major tenants who are independent of Yuexiu REIT Group and were among the top 10 tenants within their respective properties for FY2025; and (ii) four randomly selected sample contracts entered into between Yuexiu REIT and independent third parties in FY2025 and FY2026, and noted that the rental rates increased by approximately 5% annually over contract terms of two to three years for the seven sample contracts. We consider that the selected samples cover contracts with both major independent tenants and randomly selected independent tenants, making the selected samples fair and representative. Furthermore, they demonstrate that incorporating an annual rental escalation of up to 5% is not an abnormal commercial practice. The Manager has represented that Yuexiu REIT reserves the right to incorporate rental escalation provisions upon lease renewals with the Yuexiu Connected Persons Group where commercially feasible. Incorporating a 5% rental escalation mechanism into the cap calculation ensures that Yuexiu REIT retains the contractual flexibility and necessary buffer to capture potential upside in rental income should the Yuexiu Connected Persons Group agree to such rental adjustments upon renewal. Based on the above, we consider that the adoption of an annual rental escalator of 5% is fair and justifiable.

We are aware that, as disclosed in the 2025 Annual Report and 2026 Interim Report of Yuexiu REIT, the commercial office leasing markets across tier-1 and major provincial capital cities in the PRC, including Guangzhou, Shanghai and Wuhan, have experienced persistent supply-demand imbalances. City-wide Grade A office net effective rents and average unit rents have declined as landlords adopted competitive pricing strategies to stimulate absorption. Notwithstanding the soft office leasing market and negative rental reversions in major PRC cities, we consider the Manager's assumed annual rental growth rate of 5% for determining the base projected renewal rent to be justifiable, having regard to the prime locations and resilience of Yuexiu REIT's Grade A office properties and the approximately 5% annual rental increments commonly provided under its subsisting multi-year leases. The New Annual Caps represent operational ceilings rather than forecasts. Actual rents will remain subject to the Pricing Policy and independent valuation by reference to prevailing open market rent.

Taking into account the actual transaction amounts for the six months ended 30 June 2026, the annualised transaction level indicated by such amounts, the contractual rental commitments under the subsisting Connected Leasing Transactions and the estimated rental payments following scheduled renewals and the potential leasing of additional space by the Yuexiu Connected Persons Group, as well as the potential increase in the rental rates, we consider that the FY2027 cap of approximately RMB288.1 million is supported by the latest available operating information and the expected leasing requirements of the Yuexiu Connected Persons Group. On this basis, we consider the proposed New Annual Cap for FY2027 to be fair and reasonable so far as the Independent Unitholders are concerned.

The proposed New Annual Caps for FY2028 and FY2029

In assessing the reasonableness of the proposed New Annual Caps for FY2028 and FY2029, we have considered whether the basis supporting the FY2027 cap is expected to remain applicable in the subsequent years. We note that the FY2028 and FY2029 caps were determined with reference to the FY2027 cap and the projected rental payments under the subsisting Connected Leasing Transactions, including an assumed 5% increase in the last applicable rental rate upon renewal of leases expiring before 31 December 2029. Such assumption is consistent with that adopted in determining the Existing Annual Caps. As noted above, our review of seven sample contracts entered into between Yuexiu REIT and independent third parties showed annual rental escalation of 5% over contract terms of two to three years. While an annual escalation differs from an increment applied upon renewal, the sample review provides relevant support for the reasonableness of a 5% rental adjustment assumption.

While short-term Grade A office market sentiment remains cautious, with tenants prioritising cost optimisation, the anticipated recovery is expected to be supported by demand from emerging industries, such as artificial intelligence, information technology and advanced manufacturing, together with high-end professional and financial services. Against this background, the assumed 5% increment for FY2028 and FY2029 provides reasonable headroom for potential market cyclicality over the three-year term. The Pricing Policy and independent rental valuation mechanism will continue to govern the actual rental terms of individual Connected Leasing Transactions.

We further note that a 10% contingency buffer has been incorporated in the New Annual Caps for the three years ending 31 December 2029. In assessing this buffer, we discussed with the Manager and noted that it is intended to provide flexibility for market fluctuations, business expansion and the possible take-up by connected tenants of additional space, including space vacated by independent third-party tenants and the demand from other group members within the Yuexiu Connected Persons Group to cater for their potential business expansion plans. We have also evaluated the appropriateness of incorporating a 10% contingency buffer against the current macroeconomic landscape. In an environment where independent third-party tenants may seek to downsize or reconfigure office space upon lease expiry, having the ability for creditworthy members of the Yuexiu Connected Persons Group to absorb vacated space represents a critical commercial risk-mitigation tool to maintain portfolio occupancy and cash flow stability. The 10% buffer provides the requisite contractual headroom for Yuexiu REIT to capture such internal expansion opportunities across its commercial portfolio. Based on the information provided by the Manager, in terms of basic monthly rental, 28.9%, 26.3% and 5.4% of the leases of the Properties will expire in 2027, 2028 and 2029, respectively, of which independent leases account for 24.1%, 25.9% and 4.9%. Such expiring independent leases, if renewed, are expected to generate rental income of RMB447.8 million, RMB481.1 million and RMB90.9 million for FY2027, FY2028 and FY2029, respectively. The buffer of 10% for each of FY2027, FY2028 and FY2029 translates into an additional expected rental income of approximately RMB26.2 million, RMB27.6 million and RMB28.8 million, respectively, from the Yuexiu Connected Persons Group, representing approximately 5.8%, 5.7% and 31.6% of the income to be generated from the expiring independent leases as aforementioned. Having considered these factors, we consider that the proposed New Annual Caps of approximately RMB303.8 million for FY2028 and RMB316.4 million for FY2029 are commercially justifiable.

Our conclusion

Having considered the above, including the actual transaction information for the six months ended 30 June 2026, the subsisting Connected Leasing Transactions and expected leasing requirements, and notwithstanding the downward pressure on office rental rates in major PRC cities, we consider that the assumed 5% rental increment and 10% contingency buffer provide reasonable operational flexibility to accommodate potential market recovery and expansion by members of the Yuexiu Connected Persons Group. As the New Annual Caps represent operational ceilings rather than forecasts, and the actual rents under individual Connected Leasing Transactions will remain subject to the Pricing Policy and independent valuation by reference to prevailing open market rent, we consider that the proposed New Annual Caps for FY2027, FY2028 and FY2029 have been determined on reasonable commercial bases and are fair and reasonable so far as the Independent Unitholders are concerned.

5. Internal control and monitoring measures

To ensure that the Connected Leasing Transactions are conducted on normal commercial terms and that the applicable annual caps are not exceeded, the Manager has established internal control and monitoring procedures covering the approval, recording, review and reporting of such transactions.

Before entering into or renewing any lease or licence agreement under the New Leasing Framework Agreement, the Manager engages independent valuers satisfying the requirements of Chapter 6 of the REIT Code to provide an opinion confirming that the transaction is on normal commercial terms and that the rental reflects the prevailing open market rent.

The Manager also maintains a detailed register of all connected party transactions. The compliance and accounting teams review the register quarterly to monitor the aggregate transaction amounts against the applicable annual caps and to ensure that the caps are not exceeded.

As part of the governance and reporting process, a summary of the connected party transactions and the corresponding transaction amounts is submitted to the Audit Committee on a semi-annual basis. In addition, pursuant to Chapter 14A of the Listing Rules, the INEDs review the continuing connected party transactions annually and provide the requisite confirmation in the annual report of Yuexiu REIT.

The auditors of Yuexiu REIT also perform annual review procedures on the Connected Leasing Transactions and issue a letter confirming, among other matters, that the transactions have been approved by the Board, conducted in accordance with the applicable pricing policies and governing agreements, and have not exceeded the applicable annual caps.

We have reviewed the relevant historical governance records, including the published annual reports of Yuexiu REIT for 2024 and 2025 and internal control records. Based on our review, we noted that the above procedures had been implemented and that the Existing Annual Caps had not been exceeded during the periods under review. Having regard to the independent valuation requirement, the quarterly monitoring of transaction amounts, the oversight of the Audit Committee and the INEDs and the annual review by the auditors, we consider that the internal control and monitoring measures provide an appropriate framework for monitoring compliance with the New Leasing Framework Agreement and the applicable New Annual Caps and for safeguarding the interests of the Independent Unitholders.

RECOMMENDATION

Having considered the principal factors and reasons set out above, we are of the view that (i) the terms of the New Leasing Framework Agreement and the basis for the Connected Leasing Transactions contemplated thereunder, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable as far as the Independent Unitholders are concerned and are in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole; and (ii) the Connected Leasing Transactions contemplated under the New Leasing Framework Agreement (a) are and will be conducted in the ordinary and usual course of business of Yuexiu REIT and consistent with the investment objectives and strategy of Yuexiu REIT and in compliance with the REIT Code and the Trust Deed; (b) are and will be conducted on terms which are and will be at arm's length and on normal commercial terms; and (c) are and will be conducted on terms which are fair and reasonable and in the interests of Yuexiu REIT, the Independent Unitholders, as well as the Unitholders as a whole.

Accordingly, we advise the Independent Board Committee to recommend, and we recommend, that the Independent Unitholders to vote in favour of Ordinary Resolution No. 1 at the EGM to approve the CCPT Matters Requiring Approval.

Yours faithfully,
For and on behalf of
ALTUS CAPITAL LIMITED
Jeanny Leung
Responsible Officer

*Ms. Jeanny Leung ("**Ms. Leung**") is a Responsible Officer of Altus Capital Limited licensed to carry on Type 6 (advising on corporate finance) regulated activity under the SFO and permitted to undertake work as a sponsor. She is also a Responsible Officer of Altus Investments Limited licensed to carry on Type 1 (dealing in securities) regulated activity under the SFO. Ms. Leung has over 35 years of experience in corporate finance advisory and commercial field in Greater China, in particular, she has participated in sponsorship work for initial public offerings and acted as financial adviser or independent financial adviser in various corporate finance transactions.*

The following is the explanatory statement in connection with the proposed Buy-back Mandate:

1. ISSUED UNITS

As at the Latest Practicable Date, 5,447,906,681 Units were in issue, none of which were Treasury Units. Subject to the passing of the proposed Ordinary Resolution for the grant of the Buy-back Mandate, the Manager will be allowed to buy back up to 10% of the total number of Units in issue (excluding any Treasury Units) as at the date of passing the resolution approving the grant of the Buy-back Mandate. Assuming that no further Units will be issued or bought back prior to the date of the EGM, the Manager will be allowed under the Buy-back Mandate to buy back a maximum of 544,790,668 Units (excluding any Treasury Units).

2. REASONS FOR BUY-BACKS

The Directors believe that the Buy-back Mandate is in the interests of Yuexiu REIT and the Unitholders as a whole. Buy-backs may, depending on the circumstances and funding arrangements at the time, lead to an enhancement of the net asset value and/or earnings per Unit. The Directors are seeking the grant of a general mandate to buy back Units to give Yuexiu REIT the flexibility to do so if and when appropriate. The number of Units to be bought back on any occasion and the price and other terms upon which the same are bought back will be decided by the Directors at the relevant time having regard to the circumstances then pertaining and the interests of the Unitholders and Yuexiu REIT. Buy-backs of Units will only be made when the Manager believes that such buy-backs will benefit Yuexiu REIT and the Unitholders as a whole.

The Directors will exercise Yuexiu REIT's power to buy back Units pursuant to the Buy-back Mandate in accordance with the provisions of the Trust Deed, the laws of Hong Kong, the REIT Code, the Listing Rules, and the guidelines issued by the SFC from time to time.

3. FUNDING AND IMPACT OF BUY-BACKS

Buy-backs of Units pursuant to the Buy-back Mandate will be made from funds legally available for such purpose in accordance with the Trust Deed and the applicable laws and regulations of Hong Kong. Subject to the provisions of the Trust Deed and applicable laws and regulations, the Manager intends to use internal sources of funds of Yuexiu REIT or external borrowings (or a combination of both) to finance the buy-back of Units pursuant to the Buy-back Mandate.

There could be a material adverse impact on the working capital or gearing position of Yuexiu REIT (as compared with the position disclosed in its most recent audited financial statements) in the event that the Buy-back Mandate were exercised in full at any time during the proposed buy-back period. However, the Directors do not propose to exercise the Buy-back Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital or gearing level of Yuexiu REIT which, in the opinion of the Directors, is from time to time appropriate for Yuexiu REIT (as compared with the position disclosed in its most recent audited financial statements).

4. STATUS OF REPURCHASED UNITS AND TREASURY UNITS

When exercising the Buy-back Mandate, the Manager intends that Yuexiu REIT may, subject to market conditions and Yuexiu REIT's capital management needs at the relevant time of the buy-back, either cancel the Units bought back following settlement of any such buy-backs or hold them as Treasury Units.

Treasury Units may be resold on the market at market prices to raise funds, or transferred or used for other purposes from time to time, such as to fulfil the scrip distributions made under a distribution reinvestment arrangement (if any) or settle the management fees to the Manager where it has made the requisite election to receive such fees in the form of Units, subject to compliance with the REIT Code, the Listing Rules, the Takeovers Code, or any published guidelines, policies, practice statements, circulars or other guidance issued by the SFC from time to time.

The listing of any Units bought back by Yuexiu REIT pursuant to the Buy-back Mandate but not held as Treasury Units shall be automatically cancelled upon such buy-back. The Manager will ensure that any documents of title of the Units bought back but not held as Treasury Units shall be cancelled and destroyed as soon as reasonably practicable following settlement of any such buy-back.

The listing of all Units held as Treasury Units shall be retained. The Manager will ensure that Treasury Units are appropriately identified and segregated. Treasury Units may be held in the name of Yuexiu REIT (including any of its subsidiaries), or otherwise held or deposited with CCASS (registered under the name of HKSCC Nominees Limited as a common nominee) in a segregated account. Treasury Units will not entitle their holders to vote on matters requiring Unitholders' approval at general meetings or to receive any distributions made by Yuexiu REIT. The Manager will make appropriate arrangements to ensure that the Treasury Units deposited with CCASS will not be voted on and will be excluded in determining entitlements to distributions.

5. INTENTION TO SELL UNITS

There are no Directors or, to the best of the knowledge of the Directors having made all reasonable enquiries, any associates (as defined in the REIT Code) of the Directors, who have a present intention, in the event that the Buy-back Mandate is approved and granted by the Unitholders, to sell Units to Yuexiu REIT.

Up to the Latest Practicable Date, no connected persons (as defined in the REIT Code) of Yuexiu REIT had notified the Manager of a present intention to sell Units to Yuexiu REIT and no such persons had undertaken not to sell Units held by them to Yuexiu REIT, in the event that the Buy-back Mandate is granted by the Unitholders.

6. UNITS BOUGHT BACK

No buy-backs of Units have been made by Yuexiu REIT in the past six months prior to the Latest Practicable Date.

7. UNIT PRICES

The highest and lowest prices at which Units were traded on the Stock Exchange in each of the previous 12 months before the Latest Practicable Date are as follows:

	Highest *(HK$)*	**Lowest** *(HK$)*
October 2025	0.930	0.890
November 2025	0.920	0.870
December 2025	0.900	0.850
January 2026	0.870	0.830
February 2026	0.860	0.840
March 2026	0.860	0.750
April 2026	0.780	0.720
May 2026	0.790	0.700
June 2026	0.730	0.640
July 2026	0.690	0.640
August 2026	0.690	0.635
September 2026	0.655	0.570
From 1 October 2026 up to Latest Practicable Date	0.600	0.560

8. EFFECT OF THE TAKEOVERS CODE

If, on exercise of the power to buy back Units pursuant to the Buy-back Mandate, a Unitholder's proportionate interest in the voting rights of Yuexiu REIT increases, pursuant to Rule 6 of the Code on Share Buy-backs issued by the SFC and Rule 32 of the Takeovers Code, such increase will be treated as an acquisition of voting rights for the purposes of the Takeovers Code. As a result, a Unitholder, or group of Unitholders acting in concert, could obtain or consolidate control of Yuexiu REIT and thereby become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code, unless a waiver is available.

As at the Latest Practicable Date and so far as the Manager is aware, the Yuexiu Concert Group was interested in an aggregate of approximately 2,876,971,409 Units (representing approximately 52.81% of the Units then in issue).

Should the Buy-back Mandate be exercised in full, assuming that the number of Units currently held by the Yuexiu Concert Group remains unchanged, based on 5,447,906,681 Units in issue as at the Latest Practicable Date, the aggregate percentage unitholding of such group would increase to approximately 58.68%.

In any event, the Manager does not intend to exercise the Buy-back Mandate to such extent as to give rise to an obligation to make a mandatory general offer under Rule 26 of the Takeovers Code.

9. MANAGER'S CONFIRMATION

The Manager confirms that neither this explanatory statement nor the buy-backs pursuant to the Buy-back Mandate has any unusual features.

10. TRUSTEE'S CONFIRMATION AND CONSENT

The Trustee has confirmed its opinion that the Buy-back Mandate complies with the requirements in the Trust Deed and, based on the information in this explanatory statement, it does not have any objection to the Manager proceeding with the buy-back of Units pursuant to the Buy-back Mandate. The Trustee's view is being furnished for the sole purpose of complying with the SFC Repurchase Circulars, and is not to be taken as a recommendation or representation by the Trustee of the merits of the Buy-back Mandate or of any statements or information made or disclosed in this Circular.

The Trustee has not made any assessment of the merits or impact of the Buy-back Mandate, other than for the purposes of fulfilling its fiduciary duties set out in the Trust Deed and the REIT Code. Accordingly, the Trustee urges all Unitholders, including those who are in any doubt as to the merits or impact of the Buy-back Mandate, to seek their own financial or other professional advice.

1. RESPONSIBILITY STATEMENT

The Manager and the Directors, collectively and individually, accept full responsibility for the accuracy of the information given in this Circular and confirm, having made all reasonable enquiries, that, to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this Circular misleading.

2. INFORMATION ON PARTIES TO THE NEW FRAMEWORK AGREEMENTS

(a) Yuexiu REIT and Manager

Yuexiu REIT is a Hong Kong collective investment scheme constituted as a unit trust by the Trust Deed, and is authorised under section 104 of the SFO. Yuexiu REIT is principally engaged in the business of leasing of commercial properties in the PRC and Hong Kong with the primary objective of generating long-term and steady distributions to Unitholders through actively managing its assets and expanding its operations.

The Manager is Yuexiu REIT Asset Management Limited, a subsidiary of Yuexiu Property, and the principal business activity of the Manager is being the manager of Yuexiu REIT.

(b) Yuexiu Property and GZYX

Yuexiu Property is a Hong Kong listed company (stock code: 00123) principally engaged in property development and investment, mainly focusing on properties in Guangzhou, the Pearl River Delta, Yangtze River Delta, Bohai Rim Economic Zone and Central Region.

GZYX is a company established in the PRC with limited liability, which is majority-owned by the Guangzhou Municipal People's Government of the PRC. GZYX is the holding company of Yue Xiu and, through its indirect ownership of approximately 46.58% of the issued shares of Yuexiu Property, the ultimate holding company of Yuexiu Property and its subsidiaries include the Manager and a Substantial Unitholder of Yuexiu REIT (being Dragon Yield). GZYX and its subsidiaries are engaged in various businesses, including (i) real estate and property development business; (ii) commercial banking, asset management, finance leasing, futures, business investment and other financial services; (iii) transportation, infrastructure and construction business; and (iv) livestock breeding, dairy industry, food processing and other businesses.

3. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, in relation to Yuexiu REIT or any of its subsidiaries or associated companies, there is no service contract in force entered into between Yuexiu REIT and any of the Directors which: (a) (including both continuous and fixed term contracts) has been entered into or amended within six months before the date of this Circular; (b) is a continuous contract with a notice period of 12 months or more; or (c) is a fixed term contract with more than 12 months to run irrespective of the notice period.

4. DISCLOSURE OF INTERESTS IN UNITS

As at the Latest Practicable Date, the interests and short positions of the Directors and chief executive of the Manager in the Units (or, as the case may be, shares), underlying Units (or, as the case may be, underlying shares) or debentures of Yuexiu REIT or any of its associated corporations (within the meaning of Part XV of the SFO), which were required to be: (i) notified to the Manager and the Stock Exchange under the provisions of Part XV of the SFO as deemed to be applicable by virtue of Schedule 3 to the Trust Deed (including interests and short positions which he/she is taken or deemed to have under such provisions of SFO); (ii) inscribed in the register kept by the Manager pursuant to Schedule 3 to the Trust Deed; or (iii) pursuant to the Model Code (as if it were applicable to Yuexiu REIT), notified to the Manager and the Stock Exchange, were as follows:

Long positions in Units:

	As at the Latest Practicable Date		
Name of Director	**Capacity in which interests are held**	**Number of Units held**	**Approximate % of the total number of issued Units**
Ms. Ou Haijing	Beneficial owner	54,606	0.001%
Mr. Jiang Guoxiong	Beneficial owner	31,488	0.001%

Save as disclosed above, as at the Latest Practicable Date, none of the Directors and chief executive of the Manager had or were deemed to have any interests or short positions in the Units (or, as the case may be, shares), underlying Units (or, as the case may be, underlying shares) or debentures of Yuexiu REIT or any of its associated corporations (within the meaning of Part XV of the SFO), which were required to be: (i) notified to the Manager and the Stock Exchange under the provisions of Part XV of the SFO as deemed to be applicable by virtue of Schedule 3 to the Trust Deed (including interests and short positions which he/she is taken or deemed to have under such provisions of SFO); (ii) recorded in the register kept by the Manager pursuant to Schedule 3 to the Trust Deed; or (iii) pursuant to the Model Code (as if it were applicable to Yuexiu REIT), notified to the Manager and the Stock Exchange.

Save for: (i) Mr. Jiang Guoxiong, who is an executive director and co-general manager of Yuexiu Property; and (ii) Mr. Zeng Zhizhao, who is the chief financial officer of Yuexiu Property and the assistant to the general manager and the general manager of the finance departments of GZYX and Yue Xiu respectively, as at the Latest Practicable Date, none of the Directors was a director or employee of a company which had an interest or short position in the Units which would fall to be disclosed to the Manager under the provisions of Division 2 and 3 of Part XV of the SFO.

5. DIRECTORS' INTERESTS IN ASSETS, CONTRACTS AND IN COMPETING BUSINESSES

As at the Latest Practicable Date:

(a) none of the Directors had any direct or indirect interest in any assets which had since 31 December 2025, being the date to which the latest published audited financial statements of Yuexiu REIT were made up, been acquired or disposed of by or leased to or are proposed to be acquired or disposed of by or leased to Yuexiu REIT;

(b) none of the Directors was materially interested in any contract or arrangement entered into by Yuexiu REIT and subsisting at the date of this Circular which was significant in relation to Yuexiu REIT's business; and

(c) none of the Directors or any of their associates had interests in a business which competes or is likely to compete, either directly or indirectly, with Yuexiu REIT's business.

6. MATERIAL ADVERSE CHANGE

The Manager confirms that, as at the Latest Practicable Date, there had not been any material adverse change in the financial or trading position of Yuexiu REIT since the date that the latest published audited accounts of Yuexiu REIT were prepared.

7. EXPERT AND CONSENT

The Independent Financial Adviser has given and has not withdrawn its consent to the inclusion of its name in this Circular and/or its appendices and all references thereto, in the form and context in which they are included in this Circular.

The following is the qualification of the expert who has been named in this Circular and has given opinion or advice which is contained in this Circular.

Altus Capital Limited	A licensed corporation under the SFO licensed to carry out Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities

As at the Latest Practicable Date, the Independent Financial Adviser did not have any interest in Yuexiu REIT or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in Yuexiu REIT.

As at the Latest Practicable Date, the Independent Financial Adviser did not have any direct or indirect interest in any assets which have been, since the date to which the latest published audited financial statements of Yuexiu REIT were made up (being 31 December 2025), acquired or disposed of by or leased to or are proposed to be acquired or disposed of by or leased to Yuexiu REIT.

8. DOCUMENTS ON DISPLAY

A copy of the New Leasing Framework Agreement will be published on the websites of the Stock Exchange (http://www.hkexnews.hk) and Yuexiu REIT (http://www.yuexiureit.com) for a period of 14 days from the date of this Circular.

The Trust Deed will also be available for inspection at the registered office of the Manager for so long as Yuexiu REIT continues to be in existence.

9. MISCELLANEOUS

The English text of this Circular shall prevail over its Chinese text.

越秀房地產投資信託基金
YUEXIU REAL ESTATE INVESTMENT TRUST

(a Hong Kong collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))

(Stock Code: 00405)

Managed by

越秀房託資產管理有限公司
YUEXIU REIT ASSET MANAGEMENT LIMITED

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the unitholders ("**Unitholders**") of Yuexiu Real Estate Investment Trust ("**Yuexiu REIT**") will be held at Plaza 1 to 4, Basement 3, Novotel Century Hong Kong, 238 Jaffe Road, Wanchai, Hong Kong on Wednesday, 18 November 2026 at 10:30 a.m. for the purpose of considering and, if thought fit, passing, with or without amendments, the resolutions below.

Words and expressions that are not expressly defined in this notice of extraordinary general meeting shall bear the same meaning as that defined in the circular to Unitholders dated 30 October 2026 ("**Circular**").

ORDINARY RESOLUTION
No. 1

(1) "**THAT**:

(a) approval (where relevant, shall include approval by way of ratification) be and is hereby given for the CCPT Matters Requiring Approval, as more fully described in the Circular; and

(b) authorisation be granted to the Manager, any director of the Manager, the Trustee and any authorised signatory of the Trustee to complete and to do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager, the Trustee or such authorised signatory of the Trustee, as the case may be, may consider expedient or necessary or in the interest of Yuexiu REIT to give effect to all matters in relation to the CCPT Matters Requiring Approval generally."

ORDINARY RESOLUTION
No. 2

(2) "**THAT**:

(a) subject to paragraph (b) of this resolution, the exercise by the Manager during the Relevant Period (as defined below) of all the powers of Yuexiu REIT to (for and on behalf of Yuexiu REIT) purchase Units on the Stock Exchange, subject to and in accordance with the Trust Deed, the REIT Code, the Listing Rules, the circulars and guidelines issued by the SFC from time to time, and applicable laws of Hong Kong, be and is hereby generally and unconditionally approved;

(b) the aggregate number of Units which may be purchased or agreed to be purchased by Yuexiu REIT pursuant to the approval in paragraph (a) of this resolution during the Relevant Period (as defined below) shall not exceed 10% of the total number of Units in issue (excluding any Treasury Units) as at the date of the passing of this resolution, and the authority pursuant to paragraph (a) of this resolution shall be limited accordingly; and

(c) for the purpose of this resolution, "**Relevant Period**" means the period from the date of the passing of this resolution until whichever is the earliest of:

(i) the conclusion of the next annual general meeting of the Unitholders following the passing of this resolution; or

(ii) the expiration of the period within which the next annual general meeting of the Unitholders as referred to in sub-paragraph (i) above is required to be held by the Trust Deed, the REIT Code or any applicable laws; or

(iii) the revocation or variation of the authority given under this resolution by the passing of an Ordinary Resolution."

Yours faithfully,
By Order of the Board
Yuexiu REIT Asset Management Limited
(as Manager of Yuexiu Real Estate Investment Trust)
YU Tat Fung
Company Secretary

Hong Kong, 30 October 2026

Registered Office:
17B, Yue Xiu Building,
160 Lockhart Road,
Wanchai,
Hong Kong

Notes:

(a) A Unitholder is entitled to attend and vote at the Extraordinary General Meeting and is entitled to appoint one or more proxies to attend and, on a poll, vote in his/her stead. The person appointed to act as a proxy need not be a Unitholder.

(b) In order to be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof, must be deposited at the registered office of the unit registrar of Yuexiu REIT, Tricor Investor Services Limited of 17/F Far East Finance Centre, 16 Harcourt Road, Hong Kong, not less than 48 hours before the time fixed for holding the meeting or any adjournment thereof. Completion and return of the proxy will not preclude you from attending and voting in person should you so wish. In the event that you attend the meeting or adjourned meeting (as the case may be) after having lodged a form of proxy, the form of proxy will be deemed to have been revoked.

(c) Where there are joint registered Unitholders of a unit, any one of such Unitholders may vote at the meeting either personally or by proxy in respect of such unit as if he/she were solely entitled thereto, but if more than one of such Unitholders is present at the meeting personally or by proxy, that one of such Unitholders so present whose name stands first on the register of Unitholders of Yuexiu REIT in respect of such unit shall alone be entitled to vote in respect thereof.

(d) In order to determine which Unitholders will qualify to attend and vote at the Extraordinary General Meeting, the register of Unitholders of Yuexiu REIT will be closed from Friday, 13 November 2026 to Wednesday, 18 November 2026, both days inclusive, during which period no transfer of units will be registered. For those Unitholders who are not on the register of Unitholders, in order to be qualified to attend and vote at the Extraordinary General Meeting of Yuexiu REIT, all unit certificates accompanied by the duly completed transfer forms must be lodged with the unit registrar of Yuexiu REIT, Tricor Investor Services Limited of 17/F Far East Finance Centre, 16 Harcourt Road, Hong Kong, for registration not later than 4:30 p.m. on Thursday, 12 November 2026.

(e) If a black rainstorm warning signal, a tropical cyclone warning signal no. 8 or above or "extreme conditions" announced by the Hong Kong Government is/are in force in Hong Kong at 7:00 a.m. on 18 November 2026, the Extraordinary General Meeting will be rescheduled. The Manager will publish an announcement on the websites of Yuexiu REIT at www.yuexiureit.com and Hong Kong Exchanges and Clearing Limited at www.hkexnews.hk to notify Unitholders of the arrangement of the rescheduled meeting.

As at the date of this notice, the board of Directors of the Manager is comprised as follows:

Executive Directors:	*Ms. Ou Haijing and Mr. Lin Deliang*
Non-executive Directors:	*Mr. Jiang Guoxiong (Chairman) and Mr. Zeng Zhizhao*
Independent Non-executive Directors:	*Mr. Chan Chi On, Derek, Mr. Chan Chi Fai, Brian, Mr. Cheung Yuk Tong and Mr. Chen Guanzhan*