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SF Real Estate Investment Trust
順豐房地產投資信託基金

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

(Stock Code: 2191)

Managed by
SF REIT Asset Management Limited

ANNOUNCEMENT

**(1) CONTINUING CONNECTED PARTY TRANSACTION;
AND
(2) DESPATCH OF CIRCULAR, EXTRAORDINARY GENERAL MEETING AND
CLOSURE OF REGISTER OF UNITHOLDERS**

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

BALLAS
C A P I T A L

CONTINUING CONNECTED PARTY TRANSACTION

In anticipation of the expiry of the Existing SF Leasing Framework Agreement and the annual caps applicable thereto on 31 December 2026, and having regard to the regular, ordinary and ongoing nature of the SF Leases, on 19 December 2025, the REIT Manager (in its capacity as manager of SF REIT) entered into the New SF Leasing Framework Agreement with Shenzhen SF Taisen for a new term of five years, commencing on 1 January 2027 and ending on 31 December 2031 (both days inclusive) to set out the terms and conditions and pricing policy governing the SF Leases which will either be in place or are to be entered into from time to time during the term of the New SF Leasing Framework Agreement.

The performance of the New SF Leasing Framework Agreement is conditional upon the passing of the Ordinary Resolution to approve the CCPT Matters Requiring Approval.

DESPATCH OF CIRCULAR, EGM AND CLOSURE OF REGISTER OF UNITHOLDERS

Details of the above are more particularly set out in the Circular, which is expected to be despatched on 22 December 2025 together with the EGM Notice and the form of proxy for the EGM.

The EGM will be held at 23/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong on Friday, 9 January 2026 at 11:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the Ordinary Resolution in relation to the CCPT Matters Requiring Approval set out in the EGM Notice and set out in the body of the Circular.

For the purpose of determining entitlement to attend and vote at the EGM (or any adjournment thereof), the register of Unitholders of SF REIT will be closed from 6 January 2026 to 9 January 2026, both days inclusive, during which period no transfers of Units will be effected.

This announcement is made by the Board pursuant to paragraphs 10.3 and 10.5A of the REIT Code. The Board wishes to announce that the REIT Manager proposes to seek approval for the CCPT Matters Requiring Approval.

1. CONTINUING CONNECTED PARTY TRANSACTION

1.1 Background

As disclosed in the Offering Circular, the REIT Manager (in its capacity as manager of SF REIT) entered into the Existing SF Leasing Framework Agreement with Shenzhen SF Taisen on 29 April 2021, which sets out the terms and conditions and pricing policy governing the SF Leases which were either in place at the relevant time or to be entered into or renewed from time to time. As part of SF REIT's ordinary and usual course of business, the subsidiaries of SF REIT (as landlords) would enter into individual SF Leases with the SF Connected Tenants (as tenants) from time to time with terms consistent with the Existing SF Leasing Framework Agreement.

The Existing SF Leasing Framework Agreement commenced on 17 May 2021 and will expire on 31 December 2026 and is renewable for a successive period of five years thereafter (or for any other period which may be shorter or longer than five years as the parties thereto may agree otherwise), subject to compliance with the relevant requirements of the REIT Code and the Listing Rules. For the detailed terms of the Existing SF Leasing Framework Agreement, please refer to the section headed "CONNECTED PARTY TRANSACTIONS – Continuing Connected Party Transactions – Non-Exempt Continuing Connected Party Transactions with SF Connected Persons – (1) SF Leasing Framework Agreement" in the Offering Circular.

At the time of authorisation of SF REIT in 2021, the REIT Manager had applied for, and the SFC had granted, a waiver (the “**CCPT Waiver**”) exempting SF REIT from strict compliance with, in respect of the transactions under the Existing SF Leasing Framework Agreement: (a) the announcement, circular and Independent Unitholders’ approval requirements under Chapter 14A of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code); and (b) the requirement under Rule 14A.52 of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code) that the period for agreements in respect of continuing connected party transactions must not exceed three years except in special circumstances where the nature of the transaction requires a longer period, subject to certain conditions.

1.2 New SF Leasing Framework Agreement

In anticipation of the expiry of the Existing SF Leasing Framework Agreement and the annual caps applicable thereto on 31 December 2026, and having regard to the regular, ordinary and ongoing nature of the SF Leases, on 19 December 2025, the REIT Manager (in its capacity as manager of SF REIT) entered into the New SF Leasing Framework Agreement with Shenzhen SF Taisen for a new term of five years, commencing on 1 January 2027 and ending on 31 December 2031 (both days inclusive) to set out the terms and conditions and pricing policy governing the SF Leases which will either be in place or are to be entered into from time to time during the term of the New SF Leasing Framework Agreement.

The performance of the New SF Leasing Framework Agreement is conditional upon the passing of the Ordinary Resolution to approve the CCPT Matters Requiring Approval.

The principal terms and conditions of the New SF Leasing Framework Agreement are substantially the same as those of the Existing SF Leasing Framework Agreement. The subsidiaries of SF REIT (as landlords) will continue to enter into or renew individual SF Leases with the SF Connected Tenants (as tenants) from time to time with terms consistent with the New SF Leasing Framework Agreement. It is the REIT Manager’s intention that, when the SF Leases are entered into or renewed in accordance with the New SF Leasing Framework Agreement, their expiry dates will be a date falling on or before the expiry date of the New SF Leasing Framework Agreement. In the unlikely event that the SF Leases are entered into or renewed in accordance with the New SF Leasing Framework Agreement, but the New Annual Caps under the New SF Leasing Framework Agreement expire and are not renewed, SF REIT will be required to comply in full with the applicable requirements under the REIT Code and the Listing Rules in respect of such SF Leases for the excessive term, including the reporting, announcement and circular requirements with respect to those SF Leases and the requirement for the Independent Unitholders to approve such SF Leases.

The principal terms of the New SF Leasing Framework Agreement are as follows:

Date:	19 December 2025
Parties:	(i) The REIT Manager (in its capacity as manager of SF REIT) (ii) Shenzhen SF Taisen
Term:	Five years from 1 January 2027 up to and including 31 December 2031

Pricing policy:

Each party to the New SF Leasing Framework Agreement agrees that, and agrees to procure the relevant contracting parties to the SF Leases to ensure that, each SF Lease 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 SF 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 SF Lease 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 SF Leasing Framework Agreement and all applicable provisions of the REIT Code, the Listing Rules and the Trust Deed.

Termination:

Either party to the New SF Leasing Framework Agreement shall be entitled to terminate the New SF Leasing Framework Agreement with immediate effect if:

- (a) either party gives the other party not less than three months' prior written notice, provided that all the then-subsisting SF Leases have been terminated;
- (b) the Units cease to be listed on the Hong Kong Stock Exchange (except for temporary suspension of trading);
- (c) the REIT Manager ceases to be a subsidiary of SFH and SFH ceases to be a Substantial Unitholder of SF REIT;
- (d) the transactions under all the then-subsisting SF Leases 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) the other party to the New SF Leasing Framework Agreement ceases to carry on business; or
- (f) the other party to the New SF 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 stating the particulars of the breach and requiring it to be remedied.

The New SF Leasing Framework Agreement is subject to the reporting, announcement, circular and Independent Unitholders' approval requirements under the REIT Code and Chapter 14A of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code).

1.3 Term of the New SF Leasing Framework Agreement

Under the requirements of Rule 14A.52 of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code), a continuing connected party transaction of SF REIT should be for a duration of no longer than three years, except in special circumstances where the nature of the transaction requires it to be of a duration of more than three years.

As disclosed in the Offering Circular, the SFC had granted the CCPT Waiver, which exempted SF REIT from strict compliance with certain requirements under Chapter 14A of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code) in respect of, among other things, the Existing SF Leasing Framework Agreement, including the requirement under Rule 14A.52 of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code) that the period for agreements in respect of continuing connected party transactions must not exceed three years except in special circumstances where the nature of the transaction requires a longer period, subject to certain conditions.

In respect of the New SF Leasing Framework Agreement, the REIT Manager is of the view that it is normal business practice and appropriate for it to be for a duration of longer than three years given the underlying SF Leases are and will generally be for a duration of longer than three years for the following reasons:

- (a) it is not uncommon for a larger proportion of the floor area of modern logistics properties to be leased to only one or two major tenants and for such leases to be for a longer duration due to the large initial capital expenditure required for tenants to operate the premises (for example, for installing heavy machinery and equipment);
- (b) the Properties were initially developed and built to suit the SF Connected Tenants' operational needs at the time. A longer lease term reduces SF REIT's risk by minimising the frequency of finding replacement tenants with similar operational requirements;
- (c) most of the Gross Lettable Area of the Properties has been leased to the SF Connected Tenants, who collectively contributed approximately 75.5% of the revenue of the Property Companies for the six months ended 30 June 2025, hence the Unitholders would have the assurance of SF REIT having a recurrent source of revenue for a longer term; and
- (d) the absence of the New SF Leasing Framework Agreement creates uncertainties for both SF REIT and the SF Connected Tenants, and is expected to prolong and complicate discussion of any renewal or new SF Leases with the SF Connected Tenants, and it may be challenging for the SF REIT Group to find replacement tenants who are prepared to enter into leases on terms comparable to the SF Leases.

As the term of the New SF Leasing Framework Agreement exceeds three years, pursuant to Rule 14A.52 of the Listing Rules, SF REIT has engaged the Independent Financial Adviser to review the New SF Leasing Framework Agreement and confirm whether it is a normal business practice for the New SF Leasing Framework Agreement to be of such duration.

The opinion of the Independent Financial Adviser with regard to the CCPT Matters Requiring Approval is more particularly set out in the Circular, which is expected to be despatched on 22 December 2025 together with the EGM Notice and the form of proxy for the EGM. The Circular contains the information necessary to enable Unitholders to make an informed decision on whether to vote for or against the Ordinary Resolutions to approve the CCPT Matters Requiring Approval.

1.4 Historical Transaction Amounts, Existing Annual Caps and New Annual Caps

The table below sets out (i) the aggregate amounts of rent and other charges paid and/or payable by the SF Connected Tenants to the Property Companies under the SF Leases entered into in accordance with the Existing SF Leasing Framework Agreement for the relevant period/year; (ii) existing annual caps for rent and other charges payable under the SF Leases entered into in accordance with the Existing SF Leasing Framework Agreement for each of the six years ending 31 December 2026 (the “**Existing Annual Caps**”); and (iii) the proposed new annual caps for rent and other charges payable under the New SF Leasing Framework Agreement for each of the five years ending 31 December 2031 (the “**New Annual Caps**”):

For the period/year ended	Historical Transaction Amounts (HK\$)	Existing Annual Caps (HK\$)	New Annual Caps (HK\$)
From 29 April 2021 (Date of Establishment) to 31 December 2021	179,622,100	344,400,000	N/A
31 December 2022	298,327,700	375,800,000	N/A
31 December 2023	318,373,800	393,700,000	N/A
31 December 2024	333,126,000	412,500,000	N/A
The six months ended 30 June 2025	171,717,900	N/A	N/A
31 December 2025	N/A	432,200,000	N/A
31 December 2026	N/A	453,000,000	N/A
31 December 2027	N/A	N/A	364,500,000
31 December 2028	N/A	N/A	374,900,000
31 December 2029	N/A	N/A	385,700,000
31 December 2030	N/A	N/A	396,600,000
31 December 2031	N/A	N/A	407,900,000

The New Annual Caps have been determined by taking into account:

- (a) the aggregate amounts of rent and other charges paid and/or payable by the SF Connected Tenants to the Property Companies under the subsisting SF Leases for the six months ended 30 June 2025;
- (b) all subsisting SF Leases shall be renewed upon expiry for the same tenure. The renewed rental rates shall be determined with reference to the market rents of the Properties adopted by the principal valuer of SF REIT for the valuation of the Properties as at 30 June 2025.

Based on the valuation report prepared by SF REIT's principal valuer, the market rents of the Properties as at 30 June 2025 were as follows: (i) the warehouse and the ancillary office in the Hong Kong Property were HK\$11.9-12.1 per sq.ft. per month and HK\$9.2-10.1 per sq.ft. per month respectively; (ii) the distribution centre in the Foshan Property was RMB37.4 per sq.m. per month; (iii) the warehouse, the distribution centre, and office and ancillary in the Wuhu Property were RMB18.2 per sq.m. per month, RMB25.6 per sq.m. per month and RMB16.1 per sq.m. per month respectively; and (iv) the warehouse, the distribution centre, and office and ancillary in the Changsha Property were RMB25.1 per sq.m. per month, RMB23.7 per sq.m. per month and RMB27.4 per sq.m. per month respectively.

The rent payable under the subsisting SF Leases which were entered into over four years ago is fixed for each year of the term, with a yearly increment of 3% to 5% depending on the location of the Properties. As a result of such annual rental increment and the downward trend of the market in recent years, the current passing rents for the relevant Properties are significantly higher than the prevailing market rents. Upon the renewal of these SF Leases, the agreed rental rates for the relevant Properties are expected to align with the prevailing market rents.

Consequently, it is expected that the maximum aggregate amounts of rent and other charges payable under the SF Leases entered into or renewed in accordance with the New SF Leasing Framework Agreement will not exceed the relevant New Annual Caps;

- (c) the rental rates of the SF Leases entered into or renewed in accordance with the New SF Leasing Framework Agreement shall be subject to an annual rental increment of 3% to allow for a potential rebound of the market;
- (d) the existing Add-on Services provided to the SF Connected Tenants of the Hong Kong Property will continue to be consumed by such tenants at the existing rates; and
- (e) a buffer of 25% is added to the total of (a) to (d) above to factor in:
 - i. the expected expiry of the Third Party Leases and currently vacant units which may potentially be replaced by new SF Leases. While most of the Gross Lettable Area of the Properties had been leased to the SF Connected Tenants, who collectively contributed to approximately 80.7% of the aggregate Gross Lettable Area of the Properties as at 30 June 2025, approximately 16.8% of the aggregate Gross Lettable Area was contributed by independent third party tenants as at 30 June 2025 and approximately 2.5% of the Gross Lettable Area was vacant as at 30 June 2025. Such Gross Lettable Areas contributed by independent third party tenants and such vacant Gross Lettable Area could potentially be converted into SF Leases should those leases of independent third party tenants (upon expiry) or vacant areas be taken up by the SF Connected Tenants; and

- ii. possible growth in market rental rates in respect of any new SF Leases to be entered into due to market fluctuations, and to cater for new SF Leases which may be assumed or entered into by the SF REIT Group in respect of other properties or premises owned by SF REIT from time to time, including properties or premises which may potentially be acquired by SF REIT during the term of the New SF Leasing Framework Agreement.

For the avoidance of doubt, the above assumptions are solely for the purpose of calculating the proposed New Annual Caps. There is no assurance that the SF Connected Tenants will take up the areas in the Properties which may be vacated by independent third party tenants in the future, that there will be an annual rental increment for the rental rates of the SF Leases to be entered into or renewed in accordance with the New SF Leasing Framework Agreement, or that the SF REIT Group will acquire one or more properties during the term of the New SF Leasing Framework Agreement. Unitholders, as well as any prospective investors of SF REIT, should be aware that the proposed annual caps are not indicative of SF REIT's future rental income, and are therefore advised to exercise caution when dealing in the Units.

1.5 Reasons for and Benefits of Entering into the New SF Leasing Framework Agreement

As one of SF REIT's key investment objectives is to provide Unitholders with stable distributions, which are mainly derived from the rental income generated by its properties, the REIT Manager believes that the entering into of the New SF Leasing Framework Agreement is necessary for the continuous growth and operations of, and will generate recurrent rental income for, SF REIT. In addition, the REIT Manager considers that the entering into of the New SF Leasing Framework Agreement would reduce the ongoing administrative and compliance costs upon SF REIT in respect of SF Leases which are entered into in its ordinary and usual course of business, and is accordingly beneficial to SF REIT and its Unitholders as a whole.

Notwithstanding that the Existing SF Leasing Framework Agreement will only expire on 31 December 2026, all subsisting SF Leases (other than the subsisting SF Leases in respect of (a) an ancillary office at the Hong Kong Property, (b) certain dormitories at the Wuhu Property and (c) the Changsha Property, which will expire on (a) 15 January 2030, (b) 31 December 2026 and (c) 31 December 2026, respectively) (collectively, the "**Subject SF Leases**") will expire on 30 April 2026. As at 30 June 2025, the Subject SF Leases accounted for 72.6% of the total Gross Lettable Area of all subsisting SF Leases. In view of the above, the REIT Manager is of the opinion that it is in the best interests of SF REIT and the Unitholders as a whole to enter into the New SF Leasing Framework Agreement and to seek Independent Unitholders' approval in respect of CCPT Matters Requiring Approval in advance of the expiry date of the Subject SF Leases and the Existing SF Leasing Framework Agreement for the following reasons:

- (a) by entering into the New SF Leasing Framework Agreement and seeking the necessary Independent Unitholders' approval in respect of the CCPT Matters Requiring Approval in advance, this helps to set out a framework for and streamline and standardise the leasing processes of the SF Leases which has a term ending on a date that falls after the expiry date of the Existing SF Leasing Framework Agreement (including any renewed Subject SF Leases), including term and conditions and pricing policy. Such arrangement provides greater certainty, thereby facilitating smoother and more timely execution of the underlying SF Leases and is conducive to the continuous growth and operations of SF REIT; and

- (b) in the event that the Subject SF Leases are renewed but the Existing Annual Caps expire and are not renewed, SF REIT will be required to comply in full with the applicable requirements under the REIT Code and the Listing Rules in respect of the renewed Subject SF Leases for the excessive term, including the reporting, announcement and circular requirements with respect to the renewed Subject SF Leases and the requirement for the Independent Unitholders to approve such renewed Subject SF Leases. The renewed Subject SF Leases may need to be terminated prematurely if the necessary Independent Unitholders' approval is not obtained, which would disrupt operations, create uncertainty for the parties to the relevant Subject SF Leases, and expose SF REIT to potential risks. In the event that the necessary Independent Unitholders' approval is not obtained, SF REIT will need to seek alternative tenants for up to 80.7% of the Gross Lettable Area of the Properties (based on the SF Connected Tenants' occupancy of the relevant Properties under the subsisting SF Leases as at 30 June 2025), which may be time-consuming and may result in SF REIT losing rental income. Such disruption would not be in the best interests of SF REIT or the Unitholders. To avoid such potential disruption, it is the REIT Manager's intention that, when the SF Leases are entered into or renewed in accordance with the New SF Leasing Framework Agreement, their expiry dates will be a date falling on or before the expiry date of the New SF Leasing Framework Agreement.

1.6 Determination of pricing and terms of the SF Leases

To ensure that the pricing and the terms of the SF Leases entered into or renewed in accordance with the New SF Leasing Framework Agreement are no less favourable to SF REIT than those which may be offered to independent third party tenants, the REIT Manager will engage an independent valuer (who may be the then principal valuer of SF REIT or an independent property valuer which is able to satisfy the requisite criteria under Chapter 6 of the REIT Code) to opine on whether the rents in respect of such SF Leases are fair and reasonable and represent the prevailing market rents for similar properties in the locality that are used for similar purposes, before any such SF Leases are entered into or renewed.

1.7 SF Lease Guarantees

SFHK and Shenzhen SF Taisen on one hand, and the Property Companies on the other hand, have entered into, among others, the following guarantees in respect of the Properties (collectively, the **"SF Lease Guarantees"**):

- (a) on 29 April 2021:
- i. SFHK (as guarantor) and Goodear (as beneficiary) entered into a deed of guarantee for each of the two subsisting SF Leases pertaining to the Hong Kong Property; and
 - ii. Shenzhen SF Taisen (as guarantor) entered into a guarantee agreement with each of Foshan Runzhong and Wuhu Fengtai (as beneficiaries) for the subsisting SF Leases pertaining to the Foshan Property and the Wuhu Property respectively; and

- (b) on 1 May 2022, Shenzhen SF Taisen (as guarantor) entered into a guarantee agreement with Changsha Jietai (as beneficiary) for the subsisting SF Lease pertaining to the Changsha Property.

Pursuant to the SF Lease Guarantees, each guarantor agreed to pay all amounts (including without limitation all rent, charges and outgoings, fees and costs) from time to time owing or payable by the relevant SF Connected Tenant to the relevant Property Company under the relevant subsisting SF Lease, subject to a monetary limit equivalent to the rent payable for the last 12 months of the term of that SF Lease.

It is the REIT Manager's intention that, upon the renewal of the relevant SF Leases, the SF Lease Guarantees will be renewed, subject to further negotiation between, and the agreement of, the relevant parties to the SF Lease Guarantees. SF REIT will comply with the applicable requirements under the REIT Code and the Listing Rules for the renewal of the SF Lease Guarantees, if any.

1.8 Internal Controls

The REIT Manager has established an internal control system to ensure that connected party transactions (including continuing connected party transactions) between the SF REIT Group and the SF Connected Persons are monitored and that such transactions are undertaken on terms in compliance with the REIT Code (or where applicable, in compliance with the waiver conditions imposed by the SFC). All connected party transactions must be, among other things:

- (a) carried out at arm's length on normal commercial terms and in an open and transparent manner;
- (b) on terms that are fair and reasonable and in the best interests of Unitholders;
- (c) properly disclosed to Unitholders; and
- (d) approved by the INEDs (or a committee thereof) and, where the prior approval of Unitholders is required, the INEDs (or a committee thereof) shall confirm, in a letter set out in the circular to Unitholders whether the terms and conditions of the transaction are fair and reasonable and in the best interests of Unitholders and whether Unitholders should vote in favour of the resolution.

As a general rule, the REIT Manager must demonstrate to the INEDs and the Audit Committee that all connected party transactions satisfy the foregoing criteria, which may entail (where practicable) obtaining quotations from independent third parties, or obtaining one or more valuations from independent professional valuers.

1.9 Review and Reporting

The SF Leasing CCPTs 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, Rule 14A.71 and Rule 14A.72 of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code):

1.9.1 Annual review by the INEDs

The INEDs shall review the SF Leasing CCPTs annually, and confirm in SF REIT's annual report for the relevant financial year whether such transactions have been entered into:

- (a) in the ordinary and usual course of business of the SF REIT Group;
- (b) on normal commercial terms or better; and
- (c) in accordance with the relevant agreements governing them on terms that are fair and reasonable and in the interests of the Unitholders as a whole.

1.9.2 Auditors' review procedures

In respect of each relevant financial year, the REIT Manager shall engage the auditors of SF REIT to report on the SF Leasing CCPTs. The auditors shall provide a letter to the Board confirming whether anything has come to their attention that causes them to believe that any such transaction:

- (a) has not been approved by the Board;
- (b) was not, in all material respects, in accordance with the pricing policies of the SF REIT Group;
- (c) was not entered into, in all material respects, in accordance with the relevant agreement governing it; and
- (d) has exceeded its applicable annual cap.

1.9.3 Auditor's access to books and records

The REIT Manager shall allow, and shall procure the counterparty to the SF Leasing CCPTs to allow, the auditors of SF REIT sufficient access to their records for the purpose of reporting on such transactions.

1.9.4 Notification to the SFC

The REIT Manager shall promptly notify the SFC and publish an announcement if the auditors of SF REIT and/or the INEDs cannot confirm the matters set out in sections 1.9.1 and 1.9.2 of this announcement. The SFC may require the REIT Manager to re-comply with the announcement and Unitholders' approval requirements and may impose additional conditions.

1.9.5 Annual Reports

A brief summary of each SF Leasing CCPTs containing the information specified in Rules 14A.71 and 14A.72 of the Listing Rules shall be included in SF REIT's annual reports.

2. REGULATORY IMPLICATIONS

2.1 Continuing Connected Party Transaction

Shenzhen SF Taisen is a company established in the PRC and a wholly-owned subsidiary of SFH. It is an indirect holding company of SF Fengtai (being a Substantial Unitholder of SF REIT) and the REIT Manager. It is therefore an associate of a Substantial Unitholder of SF REIT and an associate of the REIT Manager, and hence a connected person of SF REIT. The SF Leasing CCPTs contemplated under the New SF Leasing Framework Agreement therefore constitute continuing connected party transactions of SF REIT in accordance with the REIT Code and Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules for the New Annual Caps of the SF Leasing CCPTs exceeds 5% on annual basis, the SF Leasing CCPTs contemplated under the New SF Leasing Framework Agreement constitute non-exempt continuing connected party transactions of SF REIT that are 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 paragraph 2.26 of the REIT Code) and the SF Leases would be required to be subject to the maximum annual caps expressed in monetary terms.

2.2 Ordinary Resolution

Please refer to the EGM Notice for the Ordinary Resolution to approve the CCPT Matters Requiring Approval.

2.3 Restrictions on Voting

Pursuant to the Trust Deed and paragraphs 8.7F and 9.9(f) of the REIT Code, where a Unitholder has a material interest in the resolution 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 resolution tabled for approval at a general meeting of the Unitholders, and that interest is different from the interest of other Unitholders, such Unitholder shall be prohibited from voting its Units or being counted in the quorum for the general meeting.

A member of the SFH Group is the counterparty to the New SF Leasing Framework Agreement, and as such, SF Fengtai is considered to have a material interest or deemed material interest in the Ordinary Resolution relating to the CCPT Matters Requiring Approval that will be tabled for approval, different from that of the other Unitholders. Pursuant to the REIT Code and the Trust Deed, SFH has agreed that it will abstain, and will procure that other members of the SFH Group (including SF Fengtai) will abstain, from voting on such Ordinary Resolution, except pursuant to a proxy where a specific direction by an Independent Unitholder as to voting is given.

So far as the REIT Manager is aware, as at the Latest Practicable Date, the parties mentioned above which are required to abstain from voting are interested or deemed to be interested in 300,355,741 Units, representing approximately 36.61% of the Units in issue.

To the best of the REIT Manager's knowledge, information and belief, after having made reasonable enquiries, the REIT 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 Ordinary Resolution to approve the CCPT Matters Requiring Approval.

3. OPINIONS AND RECOMMENDATIONS

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 SF 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 SF Leasing Framework Agreement under Rule 14A.45 of the Listing Rules.

3.1 Board

The Board (including the INEDs) (except Mr. HO Chit, Ms. OOI Bee Ti and Ms. GAN Ling, who have abstained from voting) considers that the SF Leasing CCPTs form an integral part of the normal business and operations of SF REIT, and having taken account of the duties of the REIT Manager under the Trust Deed and the REIT Code, is of the view that:

- (a) the terms of the New SF Leasing Framework Agreement and the basis for the SF Leasing CCPTs, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable and are in the interests of SF REIT and the Unitholders as a whole;
- (b) the SF Leasing CCPTs: (i) are and will be conducted in the ordinary and usual course of business of the SF REIT Group; (ii) are and will be conducted in a manner consistent with the investment objectives and strategy of SF REIT and in compliance with the REIT Code and the Trust Deed; (iii) are and will be conducted on normal commercial terms and at arm's length; and (iv) are and will be fair and reasonable and in the interests of SF REIT and the Unitholders as a whole; and
- (c) it is normal business practice and appropriate for the New SF Leasing Framework Agreement to be for such period and is fair and reasonable to SF REIT and the Unitholders as a whole.

Accordingly, the Board (except Mr. HO Chit, Ms. OOI Bee Ti and Ms. GAN Ling, who have abstained from voting) recommends that the Independent Unitholders vote at the EGM in favour of the Ordinary Resolution to approve the CCPT Matters Requiring Approval.

Each of Mr. HO Chit, Ms. OOI Bee Ti and Ms. GAN Ling, whom, by virtue of their directorships, shareholding interests or senior management positions in the SFH Group, is regarded as materially interested in the transactions contemplated under the New SF Leasing Framework Agreement and accordingly, had abstained from voting on the Board resolutions to approve the New SF Leasing Framework Agreement (including the proposed New Annual Caps applicable thereto). Save as disclosed above, no Director has a material interest in the New SF Leasing Framework Agreement and the transactions contemplated thereunder and/or was required to abstain from voting on the relevant Board resolutions.

3.2 Independent Financial Adviser

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

- (a) the terms of the New SF Leasing Framework Agreement and the basis for the SF Leasing CCPTs, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable and are in the interests of SF REIT and the Unitholders as a whole;
- (b) the SF Leasing CCPTs: (i) are and will be conducted in the ordinary and usual course of business of the SF REIT Group; (ii) are and will be conducted in a manner consistent with the investment objectives and strategy of SF REIT and in compliance with the REIT Code and the Trust Deed; (iii) are and will be conducted on normal commercial terms and at arm's length; (iv) are and will be fair and reasonable and in the interests of SF REIT and the Unitholders as a whole; and
- (c) it is normal business practice and appropriate for the New SF Leasing Framework Agreement to be of such duration and is fair and reasonable to SF REIT and the Unitholders as a whole.

Your attention is drawn to the Letter from the Independent Financial Adviser to be appended to the 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).

3.3 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 SF Leasing Framework Agreement and the basis for the SF Leasing CCPTs, as well as the proposed New Annual Caps and the basis of arriving at the same, are fair and reasonable and are in the interests of SF REIT and the Unitholders as a whole;
- (b) the SF Leasing CCPTs: (i) are and will be conducted in the ordinary and usual course of business of the SF REIT Group; (ii) are and will be conducted in a manner consistent with the investment objectives and strategy of SF REIT and in compliance with the REIT Code and the Trust Deed; (iii) are and will be conducted on normal commercial terms and at arm's length; and (iv) are and will be fair and reasonable and in the interests of SF REIT and the Unitholders as a whole; and

- (c) it is normal business practice and appropriate for the New SF Leasing Framework Agreement to be of such duration and is fair and reasonable to SF REIT and the Unitholders as a whole.

Accordingly, the Independent Board Committee recommends that the Independent Unitholders vote at the EGM in favour of the Ordinary Resolution to approve the CCPT Matters Requiring Approval.

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

3.4 Trustee

Based and in sole reliance on: (1) the information and assurances provided by the REIT Manager; (2) the opinion and recommendation of the Board; (3) the opinion of the Independent Financial Adviser; and (4) the opinion of the Independent Board Committee, and having taken into account its duties set out in the Trust Deed and the REIT Code, the Trustee:

- (a) has no objection to the entry of the New SF Leasing Framework Agreement and the SF Leasing CCPTs;
- (b) is of the view that the SF Leasing CCPTs are consistent with the investment policy of SF REIT and in compliance with the REIT Code and the Trust Deed; and
- (c) is of the view that the SF Leasing CCPTs are: (i) on normal commercial terms; (ii) fair and reasonable; and (iii) in the interests of Unitholders as a whole.

The Trustee's view is being furnished for the sole purpose of complying with 8.7D of the REIT Code, and is not to be taken as a recommendation or representation by the Trustee of the merits of the SF Leasing CCPTs or any statements or information made or disclosed in this announcement. The Trustee has not made any assessment of the merits or impact of the SF Leasing CCPTs, 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 have any doubts as to the merits or impact of the SF Leasing CCPTs, to consider the opinions of the Independent Financial Adviser and the Independent Board Committee addressed to them and to seek their own additional financial or other professional advice.

4. GENERAL INFORMATION ON THE PARTIES TO THE NEW SF LEASING FRAMEWORK AGREEMENT

4.1 SF REIT Group

SF REIT is a Hong Kong collective investment scheme constituted as a unit trust by the Trust Deed authorised under section 104 of the SFO and its Units are listed on the Main Board of the Hong Kong Stock Exchange. The principal business activity of SF REIT is investment holding whereas its subsidiaries are principally engaged in property investments in Hong Kong, and in Foshan, Wuhu and Changsha in the PRC. The REIT Manager is SF REIT Asset Management Limited, and the principal business activity of the REIT Manager is being the manager of SF REIT. The REIT Manager is an indirect wholly-owned subsidiary of SFH.

4.2 Shenzhen SF Taisen

Shenzhen SF Taisen is a company established in the PRC and a wholly-owned subsidiary of SFH. It is an indirect holding company of SF Fengtai (being a Substantial Unitholder of SF REIT) and the REIT Manager. It is therefore an associate of a Substantial Unitholder of SF REIT and an associate of the REIT Manager, and hence a connected person of SF REIT. SFH and Shenzhen SF Taisen are principally engaged in investment holding. SFH and its subsidiaries are principally engaged in the development of logistics ecosystem including express delivery, freight delivery, cold chain and pharmaceutical logistics, intra-city on-demand delivery, international logistics service and supply chain solutions.

5. DESPATCH OF CIRCULAR, EGM AND CLOSURE OF REGISTER OF UNITHOLDERS

5.1 Despatch of Circular

Details of the above are more particularly set out in the Circular, which is expected to be despatched to the Unitholders on 22 December 2025 together with the EGM Notice and the form of proxy for the EGM.

5.2 EGM

The EGM will be held at 23/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong on Friday, 9 January 2026 at 11:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the Ordinary Resolution in relation to the CCPT Matters Requiring Approval as set out in the EGM Notice.

5.3 Closure of Register of Unitholders

For the purpose of determining entitlement to attend and vote at the EGM (or any adjournment thereof), the register of Unitholders of SF REIT will be closed from Tuesday, 6 January 2026 to Friday, 9 January 2026, both days inclusive, during which period no transfer of Units will be effected. In order to be eligible to attend and vote at the EGM (or any adjournment thereof), all transfer documents accompanied by the relevant unit certificates must be lodged with the Unit Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, for registration not later than 4:30 p.m. on Monday, 5 January 2026.

Whether or not you are able to attend the EGM in person, you are required to complete and sign the accompanying proxy form in accordance with the instructions printed thereon and return it to the Unit Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible and in any event not less than 48 hours (excluding any part of a day that is a public holiday) before the time appointed for holding the EGM (or any adjournment thereof). Completion and return of the proxy form will not preclude you from attending and voting in person at the EGM (or any adjournment thereof) should you so wish.

DEFINITIONS

Unless the context otherwise requires, the terms used in this announcement shall have the following meanings:

“Add-on Services”	the value-added services, such as shuttle bus, cleaning and repairing services, which may be from time to time arranged by Goodear as landlord at the request of a SF Connected Tenant under the SF Leases in respect of the Hong Kong Property
“associate”	has the meaning ascribed to it under the REIT Code
“Audit Committee”	the audit committee established by the Board
“Board”	the board of Directors
“CCPT Matters Requiring Approval”	the New SF Leasing Framework Agreement and the New Annual Caps
“CCPT Waiver”	has the meaning ascribed to it in the section headed “1. CONTINUING CONNECTED PARTY TRANSACTION – 1.1 Background” in this announcement
“Changsha Jietai”	Changsha Jietai E-Commerce Industrial Park Asset Management Co., Ltd.* (長沙捷泰電商產業園管理有限公司), a company established in the PRC and an indirect wholly-owned subsidiary of SF REIT
“Changsha Property”	Changsha Fengtai Industrial Park* (長沙豐泰產業園), a modern logistics property located at No. 102 Hexin Road, Huangxing Town, Changsha, Hunan Province, the PRC
“Circular”	the circular of SF REIT dated 22 December 2025 to be despatched by the REIT Manager to the Unitholders containing, among other things: (i) a letter from the Board to the Unitholders with further information on the matters to be considered under the CCPT Matters Requiring Approval; (ii) a letter from the Independent Board Committee to the Independent Unitholders in relation to the CCPT Matters Requiring Approval; (iii) a letter from the Independent Financial Adviser containing its advice to the Independent Board Committee, the Independent Unitholders and the Trustee regarding the CCPT Matters Requiring Approval; and (iv) the EGM Notice

“connected person”	has the meaning ascribed to it under the REIT Code
“Date of Establishment”	29 April 2021, the date on which SF REIT was constituted by the Trust Deed
“Director(s)”	the director(s) of the REIT Manager
“EGM”	the extraordinary general meeting of Unitholders convened by and referred to in the EGM Notice
“EGM Notice”	the notice included in the Circular in respect of the EGM to consider and, if thought fit, pass the Ordinary Resolution to approve the CCPT Matters Requiring Approval
“EGM Record Date”	9 January 2026, being the date by reference to which the eligibility of the Unitholders to participate in the EGM will be determined
“Existing Annual Caps”	has the meaning ascribed to it in the section headed “1. CONTINUING CONNECTED PARTY TRANSACTION – 1.4 Historical Transaction Amounts, Existing Annual Caps and New Annual Caps” in this announcement
“Existing SF Leasing Framework Agreement”	the leasing framework agreement dated 29 April 2021 between the REIT Manager and Shenzhen SF Taisen, which sets out the terms and conditions and pricing policy governing the SF Leases which were either in place at the relevant time or to be entered into or renewed from time to time
“Foshan Property”	Foshan Guicheng Fengtai Industrial Park* (佛山桂城豐泰產業園), a modern logistics property located at the northern side of Guanli Road and the western side of Guihe Road,, Nanhai District, Foshan, Guangdong Province, the PRC
“Foshan Runzhong”	Foshan Runzhong Industrial Investment Co., Ltd.* (佛山市潤眾工業投資有限公司), a company established in the PRC and an indirect wholly-owned subsidiary of SF REIT
“Goodear”	Goodear Development Limited (固特發展有限公司), a company incorporated in the British Virgin Islands and the direct owner of the Hong Kong Property

“Gross Lettable Area”	in respect of a Property, consists of that portion of the gross floor area of that Property determined by the relevant Property Company at any given time to be rentable
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of The People’s Republic of China
“Hong Kong Property”	Asia Logistics Hub – SF Centre (亞洲物流中心－順豐大廈), a modern logistics property located at No. 36 Tsing Yi Hong Wan Road (Tsing Yi Town Lot No. 180), Tsing Yi, New Territories, Hong Kong
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Independent Board Committee”	the independent committee established by the Board to advise the Independent Unitholders on the CCPT Matters Requiring Approval, comprising Mr. CHAN Ming Tak, Ricky, Mr. HO Lap Kee, Mr. KWOK Tun Ho, Chester and Mr. Michael Tjahja SUSANTO, being all of the INEDs
“Independent Financial Adviser”	Ballas Capital Limited, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities 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 Unitholder(s)”	Unitholder(s) other than those who have a material interest in the relevant resolution that is different from that of all other Unitholders, within the meaning of paragraph 8.7F and 9.9(f) of the REIT Code, and who are entitled to vote at the EGM
“INED(s)”	independent non-executive Director(s)
“Latest Practicable Date”	17 December 2025, being the latest practicable date prior to the printing of the Circular for the purpose of ascertaining certain information contained in the Circular
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

“Main Board”	the stock exchange (excluding the option market) operated by the Hong Kong Stock Exchange which is independent from and operated in parallel with GEM
“New Annual Cap(s)”	the proposed new annual cap amount(s) for the transactions contemplated under the New SF Leasing Framework Agreement for the five years ending 31 December 2027, 2028, 2029, 2030 and 2031, respectively, as set out in the section headed “1.4 Historical Transaction Amounts, Existing Annual Caps and New Annual Caps” in this announcement
“New SF Leasing Framework Agreement”	the leasing framework agreement dated 19 December 2025 between the REIT Manager and Shenzhen SF Taisen setting out the terms and conditions and pricing policy governing the SF Leases which are either in place or to be entered into from time to time
“Offering Circular”	the offering circular of SF REIT dated 5 May 2021 in connection with the initial public offering and listing of the Units on the Main Board of the Hong Kong Stock Exchange
“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 excluding, for the purposes of this announcement only, Hong Kong, Macao and Taiwan
“Properties”	(i) the Hong Kong Property; (ii) the Foshan Property; (iii) the Wuhu Property; and (iv) the Changsha Property, and “Property” means any one of them
“Property Companies”	the direct owners of the Properties, and “Property Company” means any one of them
“REIT Code”	the Code on Real Estate Investment Trusts published by the SFC (as amended, supplemented or otherwise modified from time to time)

“REIT Manager”	SF REIT Asset Management Limited, in its capacity as manager of SF REIT, a company incorporated under the laws of Hong Kong and an indirect wholly-owned subsidiary of SFH
“RMB”	Renminbi, the lawful currency of the PRC
“SF Connected Person(s)”	the connected person(s) of SF REIT through their relationship with the REIT Manager or SF Fengtai (being a Substantial Unitholder)
“SF Connected Tenant(s)”	the SF Connected Person(s) who have entered into or renewed or may from time to time enter into or renew the SF Leases as tenants
“SF Fengtai”	SF Fengtai Industrial Park Holdings Limited (順豐豐泰產業園控股有限公司), a company incorporated in the British Virgin Islands which as at the Latest Practicable Date holds approximately 36.61% of the Units in issue. SF Fengtai is a Substantial Unitholder of SF REIT and a connected person of SF REIT
“SF Lease Guarantees”	has the meaning ascribed to it in the section headed “1.7 SF Lease Guarantees” in this announcement
“SF Lease(s)”	the leases, tenancies or licenses entered into, or will be entered into or renewed, between any subsidiary of SF REIT as lessor, landlord or licensor and any SF Connected Person as lessee, tenant or licensee for the properties or premises owned by SF REIT from time to time
“SF Leasing CCPTs”	the continuing connected party transactions contemplated under the New SF Leasing Framework Agreement
“SF REIT”	SF Real Estate Investment Trust, a collective investment scheme authorised under section 104 of the SFO and constituted by the Trust Deed
“SF REIT Group”	SF REIT and its subsidiaries
“SFC”	the Securities and Futures Commission of Hong Kong

“SFH”	S.F. Holding Co., Ltd. (順豐控股股份有限公司), a company established in the PRC, and whose shares are listed on the Shenzhen Stock Exchange (Stock Code: 002352) and the Hong Kong Stock Exchange (Stock Code: 6936), and is a controlling Unitholder.
“SFH Group”	SFH and its subsidiaries
“SFHK”	SF Holding (HK) Limited (順豐控股(香港)有限公司) (formerly known as SF Holding Limited), a company incorporated in Hong Kong and a wholly-owned subsidiary of SFH
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“sq.ft.”	square foot
“sq.m.”	square metre
“Shenzhen SF Taisen”	Shenzhen S.F. Taisen Holding (Group) Co., Ltd.* (深圳順豐泰森控股(集團)有限公司, a company established in the PRC and a wholly-owned subsidiary of SFH
“Subject SF Leases”	has the meaning ascribed to it in the section headed “1. CONTINUING CONNECTED PARTY TRANSACTION – 1.5 Reasons for and Benefits of Entering into the New SF Leasing Framework Agreement” in this announcement
“subsidiary”	has the meaning ascribed to it under the REIT Code.
“Substantial Unitholder(s)”	has the same meaning as “substantial holder(s)” as defined in the REIT Code
“Third Party Leases”	the leases entered into between each Property Company, as owner of the relevant Property, and independent third parties of the SF REIT Group, as tenant of the relevant Property
“Trust Deed”	the trust deed dated 29 April 2021 between the Trustee and the REIT Manager constituting SF REIT, as may be amended and supplemented from time to time

“Trustee”	DB Trustees (Hong Kong) Limited, in its capacity as trustee of SF REIT. All references to the Trustee in this announcement are, as the context may require, to the Trustee acting on behalf of SF REIT and on the instructions of the REIT Manager
“Unit Registrar”	Tricor Investor Services Limited, the unit registrar of SF REIT
“Unitholder(s)”	holder(s) of Unit(s)
“Unit(s)”	unit(s) of SF REIT
“Wuhu Fengtai”	Wuhu Fengtai E-Commerce Industrial Park Management Co., Ltd.* (蕪湖市豐泰電商產業園管理有限公司), a company established in the PRC and an indirect wholly-owned subsidiary of SF REIT
“Wuhu Property”	Wuhu Fengtai Industrial Park* (蕪湖豐泰產業園), a modern logistics property located at No. 61 Longteng Road, Jiujiang District, Wuhu, Anhui Province, the PRC
“%”	per cent or percentage

* For identification purposes only.

By Order of the Board
SF REIT Asset Management Limited
(as manager of SF Real Estate Investment Trust)
HO Chit
Chairman of the Board

Hong Kong, 19 December 2025

As at the date of this announcement, the Board comprises Mr. HO Chit as Chairman and Non-executive Director; Mr. Hubert CHAK as Executive Director and Chief Executive Officer; Ms. OOI Bee Ti and Ms. GAN Ling as Non-executive Directors; and Mr. HO Lap Kee, MH, JP, Mr. CHAN Ming Tak, Ricky, Mr. KWOK Tun Ho, Chester and Mr. Michael Tjahja SUSANTO as Independent Non-executive Directors.