
**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 SF Real Estate Investment Trust, you should at once hand this circular, together with the accompanying proxy form, 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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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

**CIRCULAR TO UNITHOLDERS IN RELATION TO
(1) CONTINUING CONNECTED PARTY TRANSACTION;
AND
(2) 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**

BALLAS
C A P I T A L

A letter to the Unitholders is set out on pages 8 to 25 of this circular and a letter from the Independent Board Committee containing its recommendation to the Independent Unitholders is set out on pages 26 to 27 of this circular.

A letter from the Independent Financial Adviser to the Independent Board Committee, the Independent Unitholders and the Trustee, containing its advice to the Independent Board Committee, the Independent Unitholders and the Trustee is set out on pages 28 to 42 of this circular.

A notice convening the EGM to 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. is set out on pages 50 to 51 of this circular.

Whether or not you are able to attend and vote at the EGM in person, please complete and return the accompanying proxy form to the Unit Registrar, Tricor Investor Services Limited, at 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 (excluding any part of a day that is a public holiday) before the time appointed for the holding of 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.



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DEFINITIONS

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

“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
“Announcement”	the announcement of SF REIT dated 19 December 2025 relating to, amongst other things, the CCPT Matters Requiring Approval
“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 “LETTER TO THE UNITHOLDERS – 2.1 Background” in this circular
“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
“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

DEFINITIONS

“EGM Notice”	the notice included in this 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 “LETTER TO THE UNITHOLDERS – 2.4 Historical Transaction Amounts, Existing Annual Caps and New Annual Caps” in this circular
“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” or “HKSAR”	the Hong Kong Special Administrative Region of The People’s Republic of China

DEFINITIONS

“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 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 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

DEFINITIONS

“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 “LETTER TO THE UNITHOLDERS – 2.4 Historical Transaction Amounts, Existing Annual Caps and New Annual Caps” in this circular
“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 circular 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

DEFINITIONS

“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 “LETTER TO THE UNITHOLDERS – 2.7 SF Lease Guarantees” in this circular
“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

DEFINITIONS

“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 “LETTER TO THE UNITHOLDERS – 2.5 Reasons for and Benefits of Entering into the New SF Leasing Framework Agreement” in this circular
“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 circular are, as the context may require, to the Trustee acting on behalf of SF REIT and on the instructions of the REIT Manager

DEFINITIONS

“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.*

LETTER TO THE UNITHOLDERS



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

Directors of the REIT Manager:

Chairman and Non-executive Director
Mr. HO Chit

Executive Director

Mr. Hubert CHAK (*Chief Executive Officer*)

Non-executive Directors

Ms. OOI Bee Ti

Ms. GAN Ling

Independent Non-executive Directors

Mr. HO Lap Kee, MH, JP

Mr. CHAN Ming Tak, Ricky

Mr. KWOK Tun Ho, Chester

Mr. Michael Tjahja SUSANTO

Registered Office of the REIT Manager:

Room 2002, 20th Floor, Lee Garden Six
111 Leighton Road
Causeway Bay
Hong Kong

22 December 2025

To: Unitholders of SF REIT

Dear Sir/Madam,

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

1. INTRODUCTION

Reference is made to the Announcement relating to, among other things, the CCPT Matters Requiring Approval.

LETTER TO THE UNITHOLDERS

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; and (4) serve notice of the EGM at which the resolution seeking Independent Unitholders' approval for the CCPT Matters Requiring Approval shall be proposed.

2. CONTINUING CONNECTED PARTY TRANSACTION

2.1 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.

LETTER TO THE UNITHOLDERS

2.2 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;

LETTER TO THE UNITHOLDERS

- (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.

LETTER TO THE UNITHOLDERS

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).

2.3 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.

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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.

2.4 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;

LETTER TO THE UNITHOLDERS

- (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

LETTER TO THE UNITHOLDERS

- (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.

2.5 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.

LETTER TO THE UNITHOLDERS

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.

LETTER TO THE UNITHOLDERS

2.6 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.

2.7 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.

LETTER TO THE UNITHOLDERS

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.

2.8 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.

2.9 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):

LETTER TO THE UNITHOLDERS

2.9.1 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.

2.9.2 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.

2.9.3 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.

2.9.4 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 2.9.1 and 2.9.2 of this circular. The SFC may require the REIT Manager to re-comply with the announcement and Unitholders' approval requirements and may impose additional conditions.

2.9.5 Annual Reports

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

LETTER TO THE UNITHOLDERS

3. REGULATORY IMPLICATIONS

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.

4. VOTING AT THE EGM

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.

LETTER TO THE UNITHOLDERS

5. 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.

5.1 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.

LETTER TO THE UNITHOLDERS

5.2 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 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).

5.3 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

LETTER TO THE UNITHOLDERS

- (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 appended to this circular which contains the Independent Board Committee's opinion and recommendation.

5.4 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 circular. 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.

LETTER TO THE UNITHOLDERS

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

6.1 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.

6.2 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.

7. EGM AND CLOSURE OF REGISTER OF UNITHOLDERS

7.1 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, which is set out on pages 50 to 51 of this circular.

7.2 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 6 January 2026 to 9 January 2026, both days inclusive, during which period no transfers 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 5 January 2026.

LETTER TO THE UNITHOLDERS

Unitholders whose names appear on the Register of Unitholders on 9 January 2026 are entitled to attend and vote at the EGM. You will find enclosed with this circular the EGM Notice (please refer to pages 50 to 51 of this circular) and a form of proxy for use for the EGM.

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.

8. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the Appendix to this circular.

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



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

22 December 2025

To: the Independent Unitholders of SF REIT

Dear Sir or Madam,

CONTINUING CONNECTED PARTY TRANSACTION

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 22 December 2025 from the REIT 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.

Ballas Capital Limited has been appointed by the REIT 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 and reasons taken into consideration 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 Ballas Capital Limited and the principal factors and reasons considered by them, we consider 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;

LETTER FROM THE INDEPENDENT BOARD COMMITTEE

- (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, we recommend that Independent Unitholders vote at the EGM in favour of the Ordinary Resolution to approve the CCPT Matters Requiring Approval.

Yours faithfully,
For and on behalf of
the Independent Board Committee of
SF REIT Asset Management Limited
(as manager of SF Real Estate Investment Trust)

Mr. CHAN Ming Tak, Ricky
Independent Non-executive Director

Mr. HO Lap Kee, MH, JP
Independent Non-executive Director

Mr. KWOK Tun Ho, Chester
Independent Non-executive Director

Mr. Michael Tjahja SUSANTO
Independent Non-executive Director

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

The following is the text of a letter of advice from Ballas Capital Limited, prepared for the purpose of incorporation in this circular, setting out its advice to the Independent Board Committee, the Independent Unitholders and the Trustee.



Room 1005
Jubilee Centre
46 Gloucester Road
Wanchai, Hong Kong

22 December 2025

*To: the Independent Board Committee,
the Independent Unitholders and the Trustee of
SF Real Estate Investment Trust*

Dear Sir or Madam,

CONTINUING CONNECTED PARTY TRANSACTIONS

INTRODUCTION

We refer to our engagement as the independent financial adviser to the Independent Board Committee, the Independent Unitholders and the Trustee in relation to the New SF Leasing Framework Agreement, the SF Leasing CCPTs and the New Annual Caps, details of which are set out in the letter to the Unitholders (the “**Letter to the Unitholders**”) contained in the circular of SF REIT (the “**Circular**”) to the Unitholders dated 22 December 2025, of which this letter forms part. Capitalised terms used in this letter shall have the same meanings as those defined in the Circular unless the context otherwise requires.

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.

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

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.

As set out in the Letter to the Unitholders, 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 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.

Shenzhen SF Taisen, being an indirect holding company of SF Fengtai (being a Substantial Unitholder of SF REIT) and the REIT Manager, is 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 transactions under the New SF Leasing Framework Agreement (i.e. the SF Leasing CCPTs) 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 transactions 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.

The Independent Board Committee, comprising all of the INEDs, has been established to advise the Independent Unitholders on the matters relating to the New SF Leasing Framework Agreement.

We, Ballas Capital Limited, have been appointed by the REIT Manager to advise 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.

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER

BASIS OF OUR OPINION

In formulating our recommendation, we have relied on the information and facts contained or referred to in the Circular as well as the representations made or provided by the Directors and the senior management of the REIT Manager (the “**Management**”). The REIT Manager and the Directors have declared in a responsibility statement set out in the Circular that they collectively and individually accept full responsibility for the Circular and, having made all reasonable enquiries, confirmed 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 that there are no other matters the omission of which would make any statement in the Circular misleading. We have also assumed that the information and the representations made by the Directors as contained or referred to in the Circular were true and accurate at the time they were made and continue to be so up to the date of the EGM. We have no reason to doubt the truth, accuracy and completeness of the information and representations provided to us by the Management.

We consider that we have reviewed sufficient information to reach an informed view, to justify reliance on the accuracy of the information contained in the Circular and to provide reasonable basis for our recommendation. We have not, however, conducted any form of in-depth investigation into the businesses and affairs or the prospects of SF REIT, the REIT Manager and the related subject of and parties to the SF Leasing CCPTs. Our opinion is based on the financial, economic, market and other conditions in effect and the information made available to us as at the Latest Practicable Date.

INDEPENDENCE DECLARATION

We are not associated or connected with SF REIT, the REIT Manager, the counterparties of the SF Leasing CCPTs or their respective core connected persons or associates. In the two years immediately preceding the Latest Practicable Date, save for this appointment as the independent financial adviser in relation to the CCPT Matters Requiring Approval, we have not had any business relationship with SF REIT or its associates and we are not aware of any relationships or interests in SF REIT or any other parties that could be reasonably regarded as hindrance to our independence to act as the independent financial adviser to the Independent Board Committee, the Independent Unitholders and the Trustee in respect of the CCPT Matters Requiring Approval.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In formulating our recommendation, we have considered the following principal factors and reasons:

1. Background information of SF REIT and the REIT Manager

SF REIT is a Hong Kong collective investment scheme constituted as a unit trust and authorised by the SFC under section 104 of the SFO, whose Units are listed on the Main Board of the Stock Exchange. The principal business activity of the SF REIT Group is investment in

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properties with an initial focus on logistics properties located in Hong Kong and Mainland China. SF REIT's existing properties portfolio comprises mainly four properties in Tsing Yi, Hong Kong as well as Foshan, Wuhu and Changsha, Mainland China. All these four properties are modern logistics properties strategically located within the key logistics hubs in Hong Kong and Mainland China.

According to SF REIT's annual reports for the three years ended 31 December 2022 ("FY22"), 2023 ("FY23") and 2024 ("FY24") and interim report for the six months ended 30 June 2025 ("6M2025"), the total revenue of the SF REIT Group for FY22, FY23, FY24 and 6M2025 amounted to approximately HK\$421.5 million, HK\$444.9 million, HK\$446.0 million and HK\$224.6 million, respectively.

The REIT Manager, namely SF REIT Asset Management Limited, is an indirect wholly-owned subsidiary of SFH. The REIT Manager has the general power of management over the assets of SF REIT and its main responsibility is to manage the assets of SF REIT for the benefit of the Unitholders.

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

The reasons for and benefits of entering into the New SF Leasing Framework Agreement are stated in the Letter to the Unitholders. In particular, the REIT Manager considers that entering into the New SF Leasing Framework Agreement is necessary for the continuous growth and operations of, and will generate recurrent rental income for, SF REIT and 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.

In anticipation of the expiry of the subsisting SF Leases (other than the subsisting SF Leases in respect of an ancillary office at the Hong Kong Property, certain dormitories at the Wuhu Property and the Changsha Property) (collectively, the "**Subject SF Leases**") on 30 April 2026 despite the fact that the Existing SF Leasing Framework Agreement will only expire on 31 December 2026, entering into the New SF Leasing Framework Agreement and seeking Independent Unitholders' approval in respect of the CCPT Matters Requiring Approval in advance of the expiry date of the Subject SF Leases and the Existing SF Leasing Framework Agreement provides greater certainty, thereby facilitating smoother and more timely execution of the underlying SF Leases and allows SF REIT more time and flexibility to formulate contingency plans and engage alternative tenants, thereby mitigating the risk of operational disruption and supporting business continuity.

Having considered that:

- (i) the purpose of the New SF Leasing Framework Agreement and seeking Independent Unitholders' approval in advance is to set out a framework for and streamline and standardise the leasing processes of the SF Leases with terms extending beyond the expiry of the Existing SF Leasing Framework Agreement. This helps to ensure continuity and avoid operational disruption for SF REIT;

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- (ii) the nature of the New SF Leasing Framework Agreement (which is leasing of properties) is in the ordinary and usual course of business of SF REIT. As leasing represents the primary source of income of SF REIT, the New SF Leasing Framework Agreement will contribute towards the continuous growth and operations of SF REIT; and
- (iii) the New SF Leasing Framework Agreement will continue to provide flexibility to SF REIT to transact with members of Shenzhen SF Taisen in an efficient manner,

we are of the view that the SF Leasing CCPTs as contemplated under the New SF Leasing Framework Agreement (i) are conducted in the ordinary and usual course of business of SF REIT and consistent with the investment objectives and strategy of SF REIT and in compliance with the REIT Code and the Trust Deed; and (ii) are in the interests of SF REIT and the Unitholders as a whole.

3. Analysis of the terms of the New SF Leasing Framework Agreement

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

Date:	19 December 2025
Parties:	(1) The REIT Manager (in its capacity as manager of SF REIT) (2) 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.

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Termination: Either party to the New SF Leasing Framework Agreement may terminate the New SF Leasing Framework Agreement immediately if: (i) 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; (ii) the Units cease to be listed on the Stock Exchange (other than temporarily); (iii) the REIT Manager ceases to be a subsidiary of SFH and SFH ceases to be a Substantial Unitholder of SF REIT; (iv) the transactions under all the then-subsisting SF Leases cease to be connected party transactions and/or continuing connected party transactions under the REIT Code and Listing Rules (modified as appropriate pursuant to the REIT Code); (v) the other party to the New SF Leasing Framework Agreement ceases to carry on business; or (vi) 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 notice.

More details on the principal terms of the New SF Leasing Framework Agreement have been set out in the Letter to the Unitholders.

Our work done – pricing policy

Under the New SF Leasing Framework Agreement, the subsidiaries of SF REIT may enter into individual SF Leases with the SF Connected Tenants for the leasing of the properties or premises owned by SF REIT from time to time (the “**Rental Transactions**”). We note that under the subsisting SF Lease in respect of the Hong Kong Property, SF REIT also provides value-added services such as shuttle bus, cleaning and repairing services (the “**Add-on Services**”) to the SF Connected Tenants.

Rental Transactions

We have reviewed the compliance manual of the REIT Manager and note that as a general rule, the REIT Manager, among other things, is required to ensure all connected party transactions relating to properties must be valued by an independent valuer (the “**Rent Pricing Policy**”). To evaluate the REIT Manager's compliance with the aforementioned internal control measure for the Rental Transactions under the Existing SF Leasing Framework Agreement, we have randomly selected and obtained from the REIT Manager 18 existing tenancy agreements entered into with the SF Connected Tenants under the Existing SF Leasing Framework Agreement conducted between 1 January 2023 to 30 September 2025 (the “**Individual Existing Tenancy Agreement(s)**”). We have also obtained the corresponding fair rent letters prepared by the independent valuers for each of the Individual Existing Tenancy Agreements (the “**Fair Rent Letters**”). The selected samples cover (a) all types of properties (including distribution center, office, dormitory, warehouse and ancillary building) under the Existing SF Leasing Framework Agreement; and (b) all locations of the Properties including Tsing Yi of Hong Kong and Foshan, Wuhu and Changsha of Mainland China.

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Based on our review, we note that (i) the monthly rents adopted in the selected Individual Existing Tenancy Agreements agreed to those set out in the Fair Rent Letters; and (ii) the Fair Rent Letters had confirmed, at the commencement of the relevant SF Lease, that the monthly rents were in line with the prevailing market rate and the other commercial terms such as tenure and rental deposits were on normal commercial terms. Hence, we consider that the Rent Pricing Policy has been properly adhered to.

Add-on Services

To ascertain whether the rates of the Add-on Services under the subsisting SF Leases are on normal commercial terms or better according to the pricing policy, we have randomly selected three samples of the Add-on Services with a SF Connected Tenant for the period between 1 January 2022 to 30 September 2025 and compared the terms to those offered to independent third parties. Our review indicates that the rates charged to the SF Connected Tenant for similar type of services and within the same buildings are no less favourable than those offered to independent third parties.

Our view

We understand that the pricing policy for the Rental Transactions and the Add-on Services is part of SF REIT's internal control procedures and as confirmed by the REIT Manager, will be adhered to during the term of the New SF Leasing Framework Agreement from 2027 to 2031. Having considered that the transactions under the SF Leases were and will continue to be carried out in accordance with the pricing policy, whereby such policy will provide appropriate and sufficient control measure on SF REIT when leasing the Properties to the SF Connected Tenants, we are of the view that transactions under the New SF Leasing Framework Agreement are consistent with the investment objectives and strategy of SF REIT and will be entered into at arm's length, on normal commercial terms and conducted in the ordinary and usual course of business of SF REIT and the terms of the New SF Leasing Framework Agreement are fair and reasonable and in the interests of SF REIT and the Unitholders as a whole.

Our work done – duration of the New SF Leasing Framework Agreement

The New SF Leasing Framework Agreement has a term of five years commencing from 1 January 2027 and expiring on 31 December 2031. 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.

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In assessing the fairness and reasonableness of the term of the New SF Leasing Framework Agreement, we have conducted research and discussed with the REIT Manager in formulating our analysis as set out below:

- (i) 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);
- (ii) 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;
- (iii) 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 6M2025. Hence, from the perspective of SF REIT as the lessor, the longer lease tenure will ensure a recurrent source of revenue for a longer term; and
- (iv) we have, on a best effort basis, identified comparable companies (the "**Comparables**") which (i) are listed on the Hong Kong Stock Exchange; (ii) are classified under the "commercial property owners providing real estate investment and services" category based on FactSet Research Systems Inc. ("**FactSet**") and lease out industrial properties in Hong Kong and/or Mainland China; (iii) have a market capitalisation between US\$100 million to US\$500 million; and (iv) have disclosed the lease duration of the tenancy in relation to the investment properties in their latest annual reports. FactSet is a leading global financial data and software provider headquartered in the United States serving investment professionals worldwide with integrated analytics, market insights, and tools for portfolio management, research, and transaction analysis. FactSet is widely regarded as a reputable and industry-standard platform for comparable company and financial analysis. Based on our research, we identified four such Comparables. As disclosed in the annual reports of the Comparables, their property portfolio includes warehouses and industrial buildings. We consider them to serve as effective comparables for logistics centres due to their similar location, comparable functional characteristics and interchangeable use. The typical lease terms for the Comparables generally range from around one to ten years as disclosed in their latest annual reports. Of the four Comparables, one has tenants committed for the entire six-year term across all its properties, one has major leases exceeding five years for two key industrial/godown premises, one has leases extending up to ten years and the remaining one's major leases range from two to three years. For the avoidance of doubt, although all four Comparables have leases with terms exceeding one year, some of them also have certain leases with a term of one year. Given that three out of the four Comparables have leases with a term exceeding five years, we consider that the lease term of five years under the New SF Leasing Framework Agreement is not uncommon and consistent with market practices.

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Our view

Based on our work done set out above, we (i) are of the view that it is normal business practice for the leases of comparable properties in Hong Kong and the PRC to be of a similar duration as the SF Leases and the tenure of the New SF Leasing Framework Agreement is in line with the market practice; and (ii) concur with the view of the REIT Manager that it is normal business practice and appropriate for the New SF Leasing Framework Agreement to be of such duration.

4. Historical transaction amounts, the Existing Annual Caps and the New Annual Caps

The historical 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 (the “**Historical Transaction Amounts**”) and the Existing Annual Caps for the relevant period/year were as follows:

	For the period from 29 April 2021 to 31 December					For the year ending 31 December 2025	For the year ending 31 December 2026
	2021	FY22	FY23	FY24	6M2025	(“FY25”)	(“FY26”)
	HK\$'000	HK\$'000	HK\$'000	HK\$'000	HK\$'000	HK\$'000	HK\$'000
Historical Transaction							
Amounts	179,622	298,328	318,374	333,126	171,718	N/A	N/A
Existing Annual Caps	344,400	375,800	393,700	412,500	N/A	432,200	453,000

The table below sets out the New Annual Caps under the New SF Leasing Framework Agreement for the five years ending 31 December 2031:

	For the years ending 31 December				
	2027	2028	2029	2030	2031
	(“FY27”)	(“FY28”)	(“FY29”)	(“FY30”)	(“FY31”)
	HK\$'000	HK\$'000	HK\$'000	HK\$'000	HK\$'000
New Annual Caps	364,500	374,900	385,700	396,600	407,900

As stated in the Letter to the Unitholders, 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 6M2025;

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- (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. As set out in the Letter to the Unitholders, the current passing rents for the relevant Properties are significantly higher than the prevailing market rents. Upon renewal of these SF Leases, the agreed rental rates for the relevant Properties are expected to align with the prevailing market rents;
- (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 Area 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 potential properties or premises which may be acquired by SF REIT during the term of the New SF Leasing Framework Agreement.

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Our work done

The New Annual Caps for the New SF Leasing Framework Agreement comprise rental income from the Rental Transactions and other income from the Add-on Services, as supplemented by a buffer for contingencies of 25%. Excluding the contingency buffer, over 95% of the New Annual Caps are contributed by rental income from the Rental Transactions for each of the five years ending 31 December 2031. To assess the fairness and reasonableness of the New Annual Caps for the five years ending 31 December 2031, we have reviewed and discussed with the Management on the underlying calculation schedule (the “**Calculation Schedule**”), including the basis and assumptions, in formulating the same.

Rental Transactions

Based on the Calculation Schedule, we note that the New Annual Cap for FY27 attributable to rental income for all Properties (except for an ancillary office in Hong Kong (the “**Ancillary Office**”) which rental income represents less than 1% of the New Annual Caps relating to rental income) are determined based on the leased area of respective Properties under the subsisting SF Leases as at 30 June 2025 and the monthly market rent set out in the valuation report dated 30 June 2025 prepared by an independent valuer (the “**2025 Valuation Report**”), whilst a 3% annual growth rate is applied on the annual caps for FY28, FY29, FY30 and FY31. In reviewing the 2025 Valuation Report, we note that the independent valuer adopted income approach and the market rent was determined by the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently, and without compulsion. For the Ancillary Office, such lease commenced in January 2025 and will expire in January 2030, with an annual growth rate of 3%. The annual caps in relation to this Ancillary Office for FY27, FY28 and FY29 are based on the rent set out in the existing tenancy agreement (i.e. with 3% annual growth rate up to FY29), assuming the annual caps for FY30 and FY31 being the same as that of FY29.

The Calculation Schedule shows that the FY27 rental rates are derived from the market rent as at 30 June 2025 set out in the 2025 Valuation Report. As set out in the Letter to the Unitholders, the rent payable under the subsisting SF Leases entered into over four years ago is fixed annually, with yearly increments of 3% to 5% depending on property location. These increments, combined with recent downward market trends, have resulted in passing rents for the relevant Properties exceeding prevailing market rents. To compare the prevailing market rents of the Properties as at 30 June 2025 with the rents payable under the subsisting SF Leases, we have reviewed 4 existing tenancy agreements for properties located in Hong Kong, Foshan, Wuhu and Changsha. We note that the monthly prevailing market rents for these selected Properties as set out in the 2025 Valuation Report are all lower than the monthly rents for FY26 stipulated under the existing leases, with an average difference of about 20%. As such, we consider the New Annual Cap for FY27, which is at

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approximately 20% below the Existing Annual Cap for FY26 to align with prevailing market rents, is reasonable. We further consider the annual growth rate of 3% for all the Properties (except for the Ancillary Office which lease expires in January 2030 and so the annual caps for FY30 and FY31 are conservatively set at FY29 level) to be fair and reasonable given that the SF REIT Group recorded a compound annual revenue growth of approximately 3% over FY22 to FY24. We also understand that SF REIT intends to negotiate annual rent escalations in the new SF Leases consistent with those under the subsisting SF Leases. Based on the above, we consider that the New Annual Caps attributable to the rental income to be fair and reasonable.

Add-on Services

We note from the Calculation Schedule that the annual cap in relation to other income from the Add-on Services for FY27 is based on the same projected amount of income from the Add-on Services in 2025 of HK\$14.1 million, assuming no annual growth throughout the five years ending 31 December 2031. Given that the Add-on Services represent an insignificant portion (i.e. approximately 5%) of the New Annual Caps (excluding the contingency buffer) and are provided on an ad hoc basis, we consider the Management's assumption of no growth is both prudent and acceptable.

Contingency buffer

The REIT Manager has applied a buffer of 25% for each of FY27, FY28, FY29, FY30 and FY31 for possible growth due to, among other things, market rental rates, and new connected party leases to be entered into in respect of the Properties and possible new SF Leases to be entered into in respect of potential properties which may be acquired by SF REIT during the term of the New SF Leasing Framework Agreement. The amount of the buffer for each of FY27 to FY31 are approximately HK\$72.9 million, HK\$75.0 million, HK\$77.1 million, HK\$79.3 million and HK\$81.6 million respectively. As at 30 June 2025, approximately 80.7% of the total Gross Lettable Area of the Properties was leased to the SF Connected Tenants, while approximately 16.8% was occupied by independent third-party tenants (the “**Third Party Portion**”) and approximately 2.5% of the Gross Lettable Area was vacant (the “**Vacant Portion**”). The Third Party Portion and the Vacant Portion have the potential to be converted into SF Leases if those leases, upon expiry, or vacant areas are taken up by the SF Connected Tenants. As set out in SF REIT's latest interim report for 6M2025, the REIT Manager will continue monitoring market conditions and identifying suitable opportunities to expand SF REIT's portfolio to deliver sustainable returns for the Unitholders. Any acquisition of properties by SF REIT during the term of the New SF Leasing Framework Agreement may potentially lead to additional new SF Leases. Based on the above, the REIT Manager considers and we concur that maintaining a buffer of 25% is appropriate, providing flexibility for SF REIT to adjust market rental rates and lease additional properties to SF Connected Tenants as needed.

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Our view

Based on our work done set out above, we consider the New Annual Caps under the New SF Leasing Framework Agreement and the basis of arriving at the same to be fair and reasonable and in the interests of SF REIT and the Unitholders as a whole.

5. Requirements and internal controls regarding the SF Leasing CCPTs

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, the SF Leasing CCPTs will be subject to the review and reporting processes set out below.

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 period that each of such transactions has been entered into (i) in the ordinary and usual course of business of the SF REIT Group; (ii) on normal commercial terms or better; and (iii) in accordance with the relevant agreement on terms that are fair and reasonable and in the interests of SF REIT and Unitholders as a whole.

Annual Review by the Auditors

The REIT Manager shall engage the auditors of SF REIT to report on the SF Leasing CCPTs annually. The auditors of SF REIT shall provide a letter to the Board confirming whether anything has come to their attention that causes them to believe that any such transaction (i) has not been approved by the Board (including all of the INEDs); (ii) was not, in all material respects, in accordance with the pricing policies of the SF REIT Group; (iii) was not entered into, in all material respects, in accordance with the terms of the relevant agreement; or (iv) has exceeded the applicable annual cap.

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

Notification to the SFC

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

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Annual Reports

A brief summary of the 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.

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 its 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 carried out at arm's length, on normal commercial terms and in the best interests of Unitholders.

As a general rule, the REIT Manager must demonstrate to the INEDs and the audit committee of SF REIT 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. In particular, the REIT Manager should comply with the following requirements in the manner specified under the REIT Code and guidelines issued by the SFC from time to time. 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.

The REIT Manager is also required to investigate and monitor all transactions by the SF REIT Group in order to determine whether such transactions are connected party transactions. Furthermore, the REIT Manager is required to maintain a register to record all connected party transactions which are entered into by members of the SF REIT Group and the bases, including any quotations from independent third parties or independent valuations obtained to support such bases, on which they are entered into. The REIT Manager is also required to incorporate into its internal audit plan a review of all connected party transactions entered into by members of the SF REIT Group.

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We are of the view that the aforesaid review requirements and internal control measures can provide appropriate measures to govern the REIT Manager in carrying out the SF Leasing CCPTs and safeguard the interests of SF REIT and the Unitholders as a whole.

RECOMMENDATION

Having considered the aforesaid principal factors and reasons, we consider that:

- (i) the terms of the New SF Leasing Framework Agreement, and the basis for the SF Leasing CCPTs, as well as the 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;
- (ii) the SF Leasing CCPTs (a) are and will be conducted in the ordinary and usual course of business of the SF REIT Group; (b) 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; (c) are and will be conducted on normal commercial terms and at arm's length; and (d) are and will be fair and reasonable and in the interests of SF REIT and the Unitholders as a whole; and
- (iii) 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.

We therefore recommend the Independent Board Committee to advise the Independent Unitholders, and we also recommend the Independent Unitholders, to vote in favour of the Ordinary Resolution to approve the New SF Leasing Framework Agreement and the New Annual Caps as set out in the EGM Notice.

Yours faithfully,
For and on behalf of
Ballas Capital Limited

Heidi Cheng	Michelle Tse
<i>Managing Director</i>	<i>Director</i>

Ms. Heidi Cheng of Ballas Capital Limited has been a responsible officer of Type 6 (advising on corporate finance) regulated activities since 2003, and Ms. Michelle Tse has been a licensed representative of Type 6 (advising on corporate finance) regulated activity from 2010 to 2015 and since 2019.

1 RESPONSIBILITY STATEMENTS

This circular, for which the REIT Manager and the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to SF REIT. The REIT Manager and the Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this document misleading.

2 INFORMATION ON PARTIES TO THE NEW SF LEASING FRAMEWORK AGREEMENT

(a) 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.

(b) 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.

3 DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had entered into or proposed to enter into a service contract with any member of the SF REIT Group, excluding contracts expiring or determinable by the employer within one (1) year without payment of compensation (other than statutory compensation).

4 DISCLOSURE OF INTERESTS IN UNITS

The REIT Code requires that connected persons of SF REIT shall disclose their interests in Units. In addition, under the provisions of the Trust Deed, Part XV of the SFO is also deemed to be applicable, among other things, to the REIT Manager, the Directors and the chief executive of the REIT Manager.

Interests held by the Directors and the chief executive of the REIT Manager

As at the Latest Practicable Date, none of the Directors or the chief executive of the REIT Manager had any interests or short positions in units (or, as the case may be, shares) or underlying units (or, as the case may be, underlying shares) or debentures (if any) of SF REIT and/or its associated corporations (within the meaning of Part XV of the SFO) which were required to be recorded in the register required to be kept by the REIT Manager pursuant to the Trust Deed, or as otherwise notified to the REIT Manager and the Hong Kong Stock Exchange pursuant to the provisions of Part XV of the SFO.

Interests held by Substantial Unitholders

As at the Latest Practicable Date, so far as is known to the Directors and the chief executive of the REIT Manager, persons (other than a Director or the chief executive of the REIT Manager) who had interests or short positions in the Units and underlying Units which would fall to be disclosed to the REIT Manager and the Hong Kong Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or which were recorded in the register kept by the REIT Manager under Schedule 3 of the Trust Deed were as follows:

Long position in the Units and underlying Units:

Name of Substantial Unitholder	Nature of interest	Number of Units held	Approximate percentage of total Units in issue (%) ⁽⁵⁾
SF Fengtai ⁽¹⁾	Beneficial owner	300,355,741	36.61
SFH ⁽¹⁾	Interest of controlled corporations	300,355,741	36.61
深圳明德控股發展有限公司 (Shenzhen Mingde Holding Development Co., Ltd.) ⁽¹⁾	Interest of controlled corporations	300,355,741	36.61
WANG Wei ⁽¹⁾	Interest of controlled corporations	300,355,741	36.61
Central Huijin Investment Ltd. ⁽²⁾	Interest of controlled corporations	166,388,000 ⁽³⁾⁽⁴⁾	20.28
Bank of America Corporation	Interest of controlled corporations	42,448,563	5.17

Short position in the Units and underlying Units:

Name of Substantial Unitholder	Nature of interest	Number of Units held	Approximate percentage of total Units in issue (%) ⁽⁵⁾
Bank of America Corporation	Interest of controlled corporations	42,448,563	5.17

Notes:

As at the Latest Practicable Date:

- (1) 300,355,741 Units were held directly by SF Fengtai, a direct wholly-owned subsidiary of Sunny Sail Holding Limited (“**Sunny Sail**”). Sunny Sail was a direct wholly-owned subsidiary of SFHK. SFHK was a direct wholly-owned subsidiary of Shenzhen SF Taisen which itself was a direct wholly-owned subsidiary of SFH. SFH is a company listed on the Shenzhen Stock Exchange and the Hong Kong Stock Exchange and is owned as to 48.85% by 深圳明德控股發展有限公司(Shenzhen Mingde Holding Development Co., Ltd.), a company owned as to 99.9% by Mr. WANG Wei. Accordingly, 深圳明德控股發展有限公司(Shenzhen Mingde Holding Development Co., Ltd.), SFH, Shenzhen SF Taisen, SFHK and Sunny Sail were all deemed to be interested in the same batch of 300,355,741 Units held directly by SF Fengtai. Mr. WANG Wei, by virtue of his 99.9% interests in 深圳明德控股發展有限公司(Shenzhen Mingde Holding Development Co., Ltd.), was also deemed to be interested in the same batch of 300,355,741 Units.
- (2) Central Huijin Investment Ltd. held approximately 71.55% of the total issued shares in China Orient Asset Management Co., Ltd., which indirectly held a 50% interest in China Orient Asset Management (International) Holding Limited (“**COAMIH**”).
- (3) These interests represented:
 - (i) 127,541,000 Units were held directly by China Orient Multi-Strategy Master Fund. China Orient Multi-Strategy Master Fund was 100% controlled by China Orient Multi-Strategy Fund and the latter itself was 100% controlled by China Orient International Fund Management Limited (“**COIFM**”). COIFM was 100% controlled by COAMIH. Accordingly, COAMIH, COIFM and China Orient Multi-Strategy Fund were all deemed to be interested in the same batch of 127,541,000 Units held directly by China Orient Multi-Strategy Master Fund; and
 - (ii) 38,847,000 Units were held directly by China Orient Enhanced Income Fund which was 100% controlled by COIFM. COIFM was 100% controlled by COAMIH. Accordingly, COAMIH and COIFM were both deemed to be interested in the same batch of 38,847,000 Units held directly by China Orient Enhanced Income Fund.
- (4) 166,388,000 Units were held indirectly by Central Huijin Investment Ltd. (comprising 127,541,000 Units held directly by China Orient Multi-Strategy Master Fund and 38,847,000 Units held directly by China Orient Enhanced Income Fund).
- (5) The approximate percentage was calculated based on a total of 820,355,741 Units in issue.

Interests held by the REIT Manager

As at the Latest Practicable Date, the REIT Manager did not hold any interest in the Units.

Interests held by other connected persons

After making reasonable enquiries and based on the information available to the REIT Manager, as at the Latest Practicable Date, the interests in the Units held by connected persons (other than the REIT Manager, the Substantial Unitholders, the Directors or the chief executive of the REIT Manager and their respective associates) were as follows:

Name of Unitholder	Number of Units held	Approximate percentage of total Units in issue (%)⁽²⁾
DWS Investments Australia Limited ⁽¹⁾	2,377,000	0.29
DB AG (New York) ⁽¹⁾	98,000	0.01

Notes:

- (1) DWS Investments Australia Limited and DB AG (New York) are associates of the Trustee.
- (2) The approximate percentage was calculated based on a total of 820,355,741 Units in issue as at the Latest Practicable Date.

Save as disclosed herein, the REIT Manager is not aware of any connected persons of SF REIT holding any Units as at the Latest Practicable Date.

5 DIRECTORSHIP OR EMPLOYMENT WITH SUBSTANTIAL UNITHOLDER

As at the Latest Practicable Date, so far as is known to the Directors or the chief executive of the REIT Manager, the following Directors were the directors or employees of a company which had an interest or short position in the Units and underlying Units which would fall to be disclosed to the REIT Manager and the Hong Kong Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO:

Name of Director	Name of companies which had such disclosable interest or short position/ Position held by the Director in such companies
Mr. HO Chit	SFH / Director
	SFHK / Director
	SF Fengtai / Director
	Sunny Sail / Director
	Shenzhen SF Taisen / Employee
Ms. OOI Bee Ti	Shenzhen SF Taisen / Employee
Ms. GAN Ling	Shenzhen SF Taisen / Employee

6 DIRECTORS' INTERESTS IN ASSETS, CONTRACTS AND IN COMPETING BUSINESSES

SF REIT invests in income-generating real estate globally with an initial focus on logistics properties located in Hong Kong and the PRC. While SFH's principal business is not the leasing of properties, its certain subsidiaries are engaged in the investment, development and management of logistics properties in the PRC (the "**Competing Businesses**"). Mr. HO Chit, Ms. OOI Bee Ti and Ms. GAN Ling hold directorships, shareholding interests, senior management positions and/or advisory or consultancy role in SFH and/or its subsidiaries (including those engaged in the Competing Businesses) and may therefore have conflict of interests in their involvement in the businesses of both the SF REIT Group and the SFH Group.

Accordingly, Mr. HO Chit, Ms. OOI Bee Ti and Ms. GAN Ling, all being non-executive Directors, are considered to have interests in the Competing Businesses which compete or are likely to compete, either directly or indirectly, with the businesses of the SF REIT Group. Given that the Competing Businesses are managed by separate companies with management and administration functions distinct from SF REIT, it is considered that the SF REIT Group is capable of carrying on its businesses independently of, and at arm's length from, the Competing Businesses.

Save as disclosed in this circular, 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 2024, being the date that the latest published audited financial statements of the SF REIT Group 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 any member of the SF REIT Group;
- (b) none of the Directors was materially interested in any contract or arrangement subsisting at the date of this circular which was significant in relation to the business of the SF REIT Group taken as a whole; and
- (c) none of the Directors or any of their close associates had any interest in a business which competes or is likely to compete, either directly or indirectly, with the business of the SF REIT Group, or had or may have had any other conflicts of interest with SF REIT pursuant to Rule 8.10 of the Listing Rules (modified as appropriate pursuant to paragraph 2.26 of the REIT Code).

7 NO MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial and trading position of the SF REIT Group since 31 December 2024, being the date that the latest published audited financial statements of the SF REIT Group were made up.

8 EXPERT AND CONSENT

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.

Ballas Capital Limited

Independent Financial Adviser, a corporation licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO

As at the Latest Practicable Date, the Independent Financial Adviser was not beneficially interested in any member of the SF REIT Group nor did it have the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in the SF REIT Group.

As at the Latest Practicable Date, the Independent Financial Adviser did not have any direct or indirect interest in any assets which had, since 31 December 2024, being the date to which the latest published audited financial statements of the SF REIT Group were made up, been acquired or disposed of by or leased to the SF REIT Group, or were proposed to be acquired or disposed of by or leased to any member of the SF REIT Group.

The Independent Financial Adviser has given and has not withdrawn its written consent to the issue of this circular. The Independent Financial Adviser where relevant has also given 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 Letter from the Independent Financial Adviser is given as of the date of this circular for incorporation herein.

9 DOCUMENTS ON DISPLAY

A copy of the New SF Leasing Framework Agreement will be published on the website of the Hong Kong Stock Exchange (www.hkexnews.hk) and the website of SF REIT (www.sf-reit.com) from the date of this circular up to and including the date of the EGM.

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

10 MISCELLANEOUS

- (a) The registered office of the REIT Manager is located at Room 2002, 20th Floor, Lee Garden Six, 111 Leighton Road, Causeway Bay, Hong Kong.
- (b) The Unit Registrar and transfer office of SF REIT is Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong.
- (c) In the event of any inconsistency, the English text of this circular shall prevail over the Chinese text.

NOTICE OF EXTRAORDINARY GENERAL MEETING



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

Notice of Extraordinary General Meeting

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“EGM”) of the unitholders (“**Unitholders**”) of SF Real Estate Investment Trust (“**SF REIT**”) 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 resolution below.

Words and expressions that are not expressly defined in this notice of EGM shall bear the same meaning as that defined in the circular to Unitholders dated 22 December 2025 (the “**Circular**”).

ORDINARY RESOLUTION

1. **THAT**, approval (where relevant, shall include approval by way of ratification) be and is hereby given for the CCPT Matters Requiring Approval, being the New SF Leasing Framework Agreement and the proposed New Annual Caps, as more fully described in the Circular **AND THAT** authorisation be granted to the REIT Manager, any Director, 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 REIT Manager, such Director, the Trustee or such authorised signatory of the Trustee, as the case may be, may consider expedient or necessary or in the interest of SF REIT to give effect to all matters in relation to the CCPT Matters Requiring Approval generally.

By Order of the Board

SF REIT Asset Management Limited

(as manager of SF Real Estate Investment Trust)

CHING Wai Fong

Company Secretary

Hong Kong, 22 December 2025

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notes:

- (1) Pursuant to the Trust Deed, any Unitholder entitled to attend and vote at the EGM (or any adjournment thereof) is entitled to appoint proxy to attend and vote in his/her/its stead at the EGM (or any adjournment thereof), but the number of proxies appointed by any Unitholder (other than HKSCC Nominees Limited or a recognised clearing house within the meaning of the Securities and Futures Ordinance) shall not exceed two. A proxy need not be a Unitholder.
- (2) In order to be valid, the proxy form, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power of attorney or other authority (if any) must be deposited with the Unit Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but 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).
- (3) In the case of joint holders of any Unit, the vote of the senior joint holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of other joint holders and for this purpose, seniority shall be determined by the order in which the names of the joint holders stand in the register of Unitholders of SF REIT in respect of the relevant Unit.
- (4) For the purpose of ascertaining 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 the address stated in point (2) above) for registration no later than 4:30 p.m. on Monday, 5 January 2026.
- (5) The voting on the proposed resolution as set out in this notice of EGM shall be taken by poll at the EGM.
- (6) With regard to details of the proposed ordinary resolution, please refer to the Circular.
- (7) If a Typhoon Signal No. 8 (or above) is hoisted or a Black Rainstorm Warning Signal or “extreme conditions” announced by The Government of the HKSAR is/are in force in Hong Kong at or at any time after 7:00 a.m. on the date of the EGM, the EGM will be rescheduled. The REIT Manager will publish an announcement on SF REIT’s website (www.sf-reit.com) and the Hong Kong Stock Exchange’s website (www.hkexnews.hk) to notify Unitholders of the date, time and place of the rescheduled meeting. The EGM will be held as scheduled when an Amber or a Red Rainstorm Warning Signal is in force. Unitholders should decide on their own whether they would attend the EGM under bad weather conditions bearing in mind their own situations.
- (8) As at the date of this notice, 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.