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# **越秀地產股份有限公司** **YUEXIU PROPERTY COMPANY LIMITED**

*(Incorporated in Hong Kong with limited liability)*

**(Stock code: 00123)**

## **DISCLOSEABLE AND CONNECTED TRANSACTION IN RELATION TO THE DISPOSAL OF EQUITY INTERESTS IN THE PROJECT COMPANY**

### **THE DISPOSAL AND THE COOPERATION AGREEMENT**

The Board is pleased to announce that on 5 January 2026, the Seller, which is an indirect non-wholly owned subsidiary of the Company, has entered into the Cooperation Agreement with the Purchasers and the Project Company, pursuant to which the Seller agreed to sell, and the Purchasers agreed to purchase, in aggregate 73.74% of the effective interests in the Project Company subject to the satisfaction of the conditions precedent. Upon Completion, the equity interests in the Project Company will be effectively owned by the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan as to 26.26%, 25.74%, 24.00% and 24.00%, respectively, and shareholder loan provided by the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan to the Project Company will be in the proportion of 26.26%, 25.74%, 24.00% and 24.00%, respectively.

The Total Consideration payable by the Purchasers comprises (i) the Equity Transfer Consideration in the amount of RMB516,180,000; (ii) the Interest which is expected to be in the amount of approximately RMB4,452,195.06; and (iii) the Shareholder Loan which is expected to be in the amount of RMB501,483,618. It was determined based on the 73.74% (i.e. the Purchasers' attributable effective interests in the Project Company upon Completion) of the Total Land Premium and the Project Company Funding, together with the Interest payable to the Seller.

The Directors (including the independent non-executive Directors) consider that the Total Consideration is fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

## **IMPLICATIONS UNDER LISTING RULES**

As Hangzhou Binjiang is a substantial shareholder of certain project companies which are indirect non-wholly owned subsidiaries of the Company, each of Hangzhou Binjiang, JV Company A, JV Company B and the Project Company is or will be a connected person of the Company at the subsidiary level. Therefore, the transactions contemplated under the Cooperation Agreement (including (i) the payment by Hangzhou Binjiang of its portion of the Equity Transfer Consideration; (ii) the payment by Hangzhou Binjiang of its portion of the Interest and (iii) the provision by Hangzhou Binjiang of its portion of the Shareholder Loan upon Completion) constitute a connected transaction of the Company under Chapter 14A of the Listing Rules. As the highest applicable percentage ratio in respect of the Disposal (taking into account (i) the payment by Hangzhou Binjiang of its portion of the Equity Transfer Consideration; (ii) the payment by Hangzhou Binjiang of its portion of the Interest and (iii) the provision by Hangzhou Binjiang of its portion of the Shareholder Loan upon Completion) exceeds 1% but is less than 5%, the Disposal constitutes a connected transaction of the Company and is only subject to the reporting and announcement requirements under Chapter 14A of the Listing Rules but is exempt from independent shareholders' approval requirement.

In addition, since (i) each of Hangzhou Binjiang, JV Company A, JV Company B and the Project Company is or will be a connected person at the subsidiary level of the Company only; (ii) the Board has approved the Cooperation Agreement and the transactions contemplated thereunder; and (iii) all the independent non-executive Directors have confirmed the terms of the Cooperation Agreement are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole, the transactions contemplated under the Cooperation Agreement are subject to reporting and announcement requirements under Chapter 14A of the Listing Rules but exempt from the circular, independent financial advice and independent shareholders' approval requirements under Rule 14A.101 of the Listing Rules.

As the highest applicable percentage ratio in respect of the Disposal (taking into account (i) the payment of the Equity Transfer Consideration and the Interest by the Purchasers and (ii) the provision of the Shareholder Loan by the Purchasers upon Completion) exceeds 5% but is less than 25%, the Disposal constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As none of the Directors had a material interest in the Cooperation Agreement, no Director has abstained from voting on the relevant board resolutions of the Company.

## **INTRODUCTION**

The Board is pleased to announce that on 5 January 2026, the Seller, which is an indirect non-wholly owned subsidiary of the Company, has entered into the Cooperation Agreement with the Purchasers and the Project Company, pursuant to which the Seller agreed to sell, and the Purchasers agreed to purchase, in aggregate 73.74% of the effective interests in the Project Company subject to the satisfaction of the conditions precedent. Upon Completion, the equity interests in the Project Company will be effectively owned by the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan as to 26.26%, 25.74%,

24.00% and 24.00%, respectively, and shareholder loan provided by the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan to the Project Company will be in the proportion of 26.26%, 25.74%, 24.00% and 24.00%, respectively.

## **THE DISPOSAL AND THE COOPERATION AGREEMENT**

The principal terms of the Cooperation Agreement are set out below:

### **Date**

5 January 2026

### **Parties**

The Seller as seller, the Purchasers as purchasers and the Project Company as the target company.

### **Subject matter**

The Seller has participated in and won the bidding of the Land Parcel on 16 September 2025 for a total land premium of RMB1,330,070,000 (the “**Total Land Premium**”), following which the Project Company was newly established by the Seller for the development of the Land Parcel.

Pursuant to the Cooperation Agreement, (i) the Seller and Hangzhou Binjiang will, within 20 working days from the date of the Cooperation Agreement, establish JV Company A, which will have a registered capital of RMB364,000,000 and be held by the Seller and Hangzhou Binjiang as to 50.50% and 49.50%, respectively; and (ii) JV Company A, Kunhe Construction and Zhejiang Yingguan will, within 20 working days from the date of establishment of JV Company A, establish JV Company B, which will have a registered capital of RMB700,000,000 and be held by JV Company A, Kunhe Construction and Zhejiang Yingguan as to 52.00%, 24.00% and 24.00%, respectively.

Upon Completion, (i) the Seller will transfer 100% of the equity interests in the Project Company to JV Company B, such that the Project Company will be effectively owned by the Seller (through JV Company A and JV Company B), Hangzhou Binjiang (through JV Company A and JV Company B), Kunhe Construction (through JV Company B) and Zhejiang Yingguan (through JV Company B) as to 26.26%, 25.74%, 24.00% and 24.00%, respectively; and (ii) the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan agreed to provide funding to the Project Company in the proportion of 26.26%, 25.74%, 24.00% and 24.00%, respectively, for the development of the Land Parcel.

As at the date of the Cooperation Agreement, the Seller has (i) paid the Deposit in the amount of RMB212,020,000 to the Land Bureau, with such amount remaining as a shareholder loan from the Seller to the Project Company; and (ii) paid up the registered capital of the Project Company of RMB700,000,000, from which the Project Company has in turn paid the First Land Premium Payment in the amount of RMB453,015,000 to the Land Bureau. The Second Land Premium Payment, being the balance of the Total Land Premium in the amount of RMB665,035,000, shall be paid to the Land Bureau before 29 September 2026.

### **Consideration and payment terms**

It was agreed that (a) the Total Land Premium (including the Deposit, the First Land Premium Payment and the Second Land Premium Payment) and the Project Company Funding will be borne by the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan in proportion to their respective attributable effective interests in the Project Company upon Completion (i.e. 26.26%: 25.74%: 24.00%: 24.00%); and (b) the funding provided by the Seller to the Project Company shall be in the form of paid-up capital contribution and shareholder loan, whereas the earnest money provided by the Purchasers to the Seller shall be converted to shareholder loan to the Project Company upon Completion. All funding contribution provided by the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan to the Project Company will be interest-free and in accordance with their respective attributable effective interests in the Project Company upon Completion. It was further agreed under the Cooperation Agreement that the Purchasers shall make payments in the following manner:

- (1) within five working days of the date of the Cooperation Agreement and after the registration of the Equity Interests Pledge in accordance with the Cooperation Agreement, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan shall pay RMB171,180,009, RMB159,608,400 and RMB159,608,400, respectively, which are in aggregate equivalent to 73.74% (i.e. the Purchasers' aggregate attributable effective interests in the Project Company upon Completion in the proportion of 25.74%, 24.00%, and 24.00%, respectively) of the Deposit and the First Land Premium Payment (the **"First Purchaser Transfer Instalment"**), to the Seller in the form of earnest money;
- (2) simultaneously with the payment of the First Purchaser Transfer Instalment as described in (1) above:
  - (a) the Purchasers shall pay an interest to the Seller in respect of the equivalent amount of the First Purchaser Transfer Instalment which has been paid by the Seller and the Project Company to the Land Bureau in proportion to their respective attributable effective interests in the Project Company upon Completion (the **"Interest"**). The Interest will be calculated at 4% per annum commencing on the relevant dates of payment of the Deposit and the First Land Premium Payment by the Seller and the Project Company to the Land Bureau and ending on the date immediately before the payment of the First Purchaser Transfer Instalment by the Purchasers to the Seller, and in proportion to the Purchasers' respective attributable effective interests in the Project Company upon Completion. The Interest payable by each of Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan is expected to be in the amount of approximately RMB1,554,102.26, RMB1,449,046.4 and RMB1,449,046.4, respectively;

- (b) an amount of RMB50,000,000 (the “**Project Company Funding**”) shall be paid to the Project Company and shall be borne in proportion to the respective attributable effective interests of the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan in the Project Company upon Completion (i.e. 26.26%: 25.74%: 24.00%: 24.00%). Therefore, an aggregate amount of RMB36,870,000 would be paid by the Purchasers to the Seller in the form of further earnest money;
- (3) on the date of the payment of the Second Land Premium Payment by the Project Company to the Land Bureau which is expected to take place before 29 September 2026, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan shall pay RMB171,180,009, RMB159,608,400 and RMB159,608,400, respectively (representing the pro-rata amount of the Second Land Premium Payment in proportion to their respective attributable effective interests in the Project Company upon Completion) to the Seller in the form of further earnest money; and
- (4) on the date of Completion, part of the earnest money in the amount of RMB180,180,000, RMB168,000,000 and RMB168,000,000 shall be repaid to Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan, respectively, and Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan shall then pay RMB180,180,000, RMB168,000,000 and RMB168,000,000, respectively (representing 25.74%, 24.00% and 24.00% of the total paid-up registered capital of the Project Company, subject to and being no less than the valuation of the state-owned assets appraisal filing and the paid-up registered capital of the Project Company) as the equity transfer consideration (the “**Equity Transfer Consideration**”), to the Seller. The remaining part of the earnest money, which is expected to be in the amount of approximately RMB175,050,018, RMB163,216,800 and RMB163,216,800, respectively, will be converted to a shareholder loan from Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan to the Project Company (the “**Shareholder Loan**”) upon Completion.

Upon Completion, the equity interests in the Project Company will be effectively owned by the Seller, Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan as to 26.26%, 25.74%, 24.00% and 24.00%, respectively, and shareholder loan provided by the Seller and the Purchasers to the Project Company will be in the proportion of 26.26%, 25.74%, 24.00% and 24.00%, respectively.

### **Transitional arrangements**

Within five working days of the date of the Cooperation Agreement, the Seller shall pledge 25.74%, 24.00% and 24.00% equity interests in the Project Company to Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan, respectively (the “**Equity Interests Pledge**”) as security for the payments by the Purchasers prior to Completion. The Equity Interests Pledge will be cancelled and discharged no less than two working days prior to Completion.

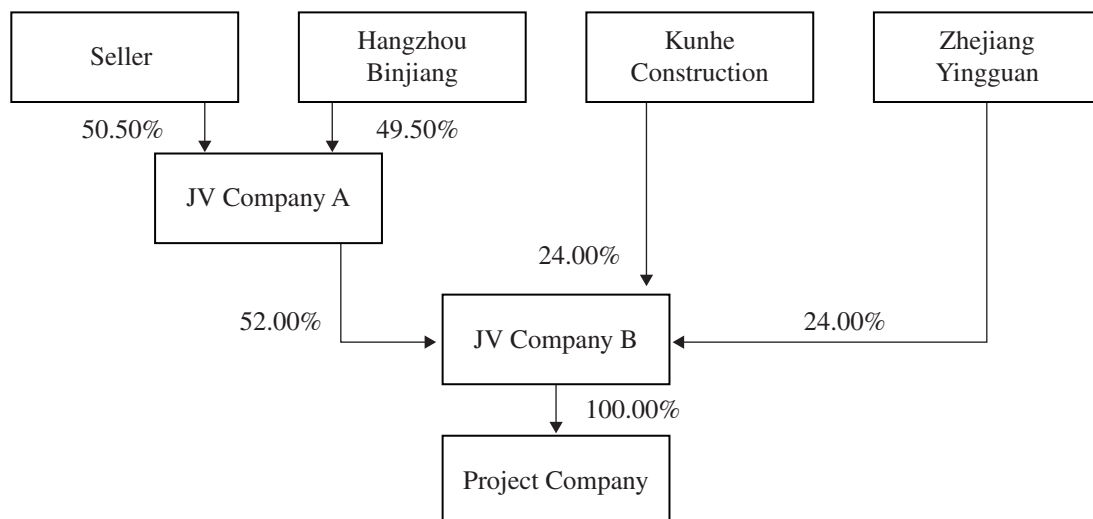
During the transitional period between the date of the Cooperation Agreement and on the completion of the registration of the Disposal at the relevant administration for market regulations, each of the Seller and the Project Company shall not, without the prior written consent of those Purchasers which had as agreed paid the consideration in proportion to their respective attributable effective interests in the Project Company upon Completion, engage in any activities which would incur any material obligations or result in any material amendments of the business scope of the Project Company. After the Purchasers have paid the First Purchaser Transfer Instalment and the Interest, the Purchasers shall be entitled to (i) appoint personnel to participate in the daily operation and management of the Project Company and (ii) enjoy the shareholder rights in proportion to its attributable effective interests in the Project Company upon Completion.

### Conditions precedent and Completion

Completion is conditional on (i) the Project Company having obtained the certificate of real estate ownership of the Land Parcel, (ii) the Purchaser having completed the necessary state-owned assets evaluation and filings and registration procedures in respect of the Project Company and (iii) the Equity Interests Pledge having been cancelled and discharged. Completion shall take place within five working days of the satisfaction of conditions (i) and (ii) above and upon completion of the registration at the relevant administration for market regulations (with condition (iii) above having been satisfied no less than two working days prior to such registration).

Upon Completion, the Seller will hold 50.50% of the equity interests in JV Company A, and JV Company A will hold 52.00% of the equity interests in JV Company B, which will in turn hold 100% of the equity interests in the Project Company. The Project Company will become an indirect non-wholly owned subsidiary of the Company and the financial results of the Project Company will be consolidated into the consolidated financial results of the Company.

Set out below is a chart in relation to the intended equity interests structure of the Project Company upon Completion:





## **MANAGEMENT OF THE PROJECT COMPANY**

### **Board composition and reserved matters of the Project Company**

Upon Completion, the board of the Project Company shall have a total of seven directors, four of whom shall be appointed by the Seller (including the chairman), one of whom shall be appointed by Hangzhou Binjiang, one of whom shall be appointed by Kunhe Construction and one of whom shall be appointed by Zhejiang Yingguan. All matters requiring board approval (such as, among others, deciding on the Project Company's business, investment and financing plans, appointing or dismissing general managers and formulating general management systems of the Project Company) are subject to simple majority vote.

All matters of the Project Company requiring shareholder's approval shall first be approved by shareholders' resolutions of JV Company A and JV Company B, after which the shareholders of the Project Company may issue a shareholder's resolution. As a shareholder of JV Company B, JV Company A shall first issue shareholders' resolutions, before exercising voting rights in JV Company B. All matters of JV Company A and JV Company B requiring shareholders' approval shall be approved by simple majority of the shareholder voting rights at shareholders' meetings, except that certain reserved matters such as (among others) increase or reduction of the registered capital, any merger, change in company form or liquidation and amendment of articles shall be approved by more than two-thirds of the shareholder voting rights.

### **Project management and other operational services**

As contemplated in the Cooperation Agreement, the Seller and Purchasers will provide project management and other operational services to the Project Company in respect of the residential project to be developed by the Project Company, which may include project management, property sales and other operational services. The provision of such services by the Purchasers, if materialised, may constitute a connected transaction of the Company and may be subject to the reporting and announcement requirements under Chapter 14A of the Listing Rules. Further announcement(s) will be made by the Company in compliance with the Listing Rules as and when necessary.

## **BASIS OF DETERMINATION OF TOTAL CONSIDERATION**

The Total Consideration payable by the Purchasers comprises (i) the Equity Transfer Consideration which is expected to be in the amount of RMB516,180,000; (ii) the Interest which is expected to be in the amount of approximately RMB4,452,195.06 and (iii) the Shareholder Loan which is expected to be in the amount of RMB501,483,618. It was determined based on the 73.74% (i.e. the Purchasers' attributable effective interests in the Project Company upon Completion) of the Total Land Premium and the Project Company Funding, together with the Interest payable to the Seller.

The Directors (including the independent non-executive Directors) consider that the Total Consideration is fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

## **INFORMATION OF THE PROJECT COMPANY**

The Project Company was established in the PRC with limited liability on 25 September 2025. The principal business of the Project Company is real estate development and operations.

As at the date of this announcement, it has a total registered capital of RMB700,000,000 and is wholly owned by the Seller. The Project Company was newly established by the Seller specifically for the development of the Land Parcel. The Land Parcel is located in the Gongshu District, Hangzhou, the PRC with a total site area of 34,165 sq. m. It will be developed for residential use. The Project Company is not expected to engage in any other business except for the development of the Land Parcel into residential properties for sale.

Since the Project Company was established on 25 September 2025, revenue and net profit/loss are not applicable to the Project Company for the financial years ended 31 December 2023 and 31 December 2024. As at 31 October 2025, the book value of the total assets of the Project Company was approximately RMB1,338,060,000.

## **INFORMATION OF THE GROUP, THE SELLER AND THE PURCHASERS**

### **The Group and the Seller**

The Company is incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 00123). The Group is principally engaged in development, selling and management of properties and holding of investment properties. Guided by the brand mission of “Where Good Living Starts”, it has strategically established its business presence in the Greater Bay Area, Eastern China, Central and Western China and Northern China.

The Seller is an indirect non-wholly owned subsidiary of the Company. It is principally engaged in the business of real estate development and operation.

### **The Purchasers**

Hangzhou Binjiang is a company established in the PRC and listed on the Shenzhen Stock Exchange, and a connected person of the Company. It is principally engaged in the business of real estate development and operation. It is a leading real estate company in Hangzhou and among the top 50 real estate enterprises in the PRC.

Kunhe Construction is a company established in the PRC and an independent third party. It is principally engaged in the business of real estate development and operation. Kunhe Construction is a non-wholly owned subsidiary of 杭州和金實業投資有限公司 (Hangzhou Hejin Industrial Investment Co., Ltd.\*), a company established in the PRC and principally engaged in industrial investment and investment management. Hangzhou Hejin Industrial Investment Co., Ltd. is ultimately wholly owned by Mr. Li Baoku (李寶庫), an independent third party.



Zhejiang Yingguan is a company established in the PRC and an independent third party. It is principally engaged in the business of real estate development and operation of hotels. Zhejiang Yingguan is owned by Mr. Yu Zezhong (俞則忠) as to 60% and Mr. Xu Shuibao (徐水寶) as to 40%, each being an independent third party

## **FINANCIAL EFFECTS OF THE DISPOSAL**

Since the amount of the Equity Transfer Consideration is determined with reference to the corresponding amount of the registered capital of the Project Company, the Company does not expect to record any material gain or loss from the Disposal. The actual financial effects of the Disposal are subject to audit and will take into account any other costs and expenses incurred relating to the Disposal.

## **USE OF PROCEEDS**

The Company intends that the proceeds from the Disposal of approximately RMB1,017,663,618 will be used by the Group for the operation of the Project Company and the replenishment of working capital of the Group.

## **REASONS FOR AND BENEFITS OF THE DISPOSAL**

The Land Parcel is located in the Gongshu District, Hangzhou with comprehensive commercial, educational, and transportation facilities in the surrounding area, providing it with excellent geographical advantages. The Purchasers are leading real estate companies in Hangzhou, the PRC with strong reputations for high-quality and customer recognition. The Directors believe that the collaboration with the Purchasers will enhance the efficiency and resource allocation of the development of the Land Parcel.

In view of the above, the Directors believe that it is in the interests of the Group to dispose of interest in the Land Parcel through the Disposal. Upon Completion, the Seller will hold 50.50% of the equity interests in JV Company A, and JV Company A will hold 52.00% of the equity interests in the Project Company. Accordingly, the financial results of the Project Company will be consolidated into the consolidated financial results of the Company and they are expected to contribute to the Group's overall operating scales and financial performance. Taking into account the reasons and benefits described above, the Directors (including the independent non-executive Directors) consider that the terms of the Cooperation Agreement and the transactions contemplated thereunder are fair and reasonable, on normal commercial terms and in the ordinary and usual course of business of the Group, and in the interests of the Company and the Shareholders as a whole.

## **IMPLICATIONS UNDER THE LISTING RULES**

As Hangzhou Binjiang is a substantial shareholder of certain project companies which are indirect non-wholly owned subsidiaries of the Company, each of Hangzhou Binjiang, JV Company A, JV Company B and the Project Company is or will be a connected person of the Company at the subsidiary level. Therefore, the transactions contemplated under the Cooperation Agreement (including (i) the payment by Hangzhou Binjiang of its portion of the Equity Transfer Consideration; (ii) the payment by Hangzhou Binjiang of its portion of the Interest and (iii) the provision by Hangzhou Binjiang of its portion of the Shareholder Loan upon Completion) constitute a connected transaction of the Company under Chapter 14A of the Listing Rules. As the highest applicable percentage ratio in respect of the Disposal (taking into account (i) the payment by Hangzhou Binjiang of its portion of the Equity Transfer Consideration; (ii) the payment by Hangzhou Binjiang of its portion of the Interest and (iii) the provision by Hangzhou Binjiang of its portion of the Shareholder Loan upon Completion) exceeds 1% but is less than 5%, the Disposal constitutes a connected transaction of the Company and is only subject to the reporting and announcement requirements under Chapter 14A of the Listing Rules but is exempt from independent shareholders' approval requirement.

In addition, since (i) each of Hangzhou Binjiang, JV Company A, JV Company B and the Project Company is or will be a connected person at the subsidiary level of the Company only; (ii) the Board has approved the Cooperation Agreement and the transactions contemplated thereunder; and (iii) all the independent non-executive Directors have confirmed the terms of the Cooperation Agreement are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole, the transactions contemplated under the Cooperation Agreement are subject to reporting and announcement requirements under Chapter 14A of the Listing Rules but exempt from the circular, independent financial advice and independent shareholders' approval requirements under Rule 14A.101 of the Listing Rules.

As the highest applicable percentage ratio in respect of the Disposal (taking into account (i) the payment of the Equity Transfer Consideration and the Interest by the Purchasers and (ii) the provision of the Shareholder Loan by the Purchasers upon Completion) exceeds 5% but is less than 25%, the Disposal constitutes a discloseable transaction of the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

As none of the Directors had a material interest in the Cooperation Agreement, no Director has abstained from voting on the relevant board resolutions of the Company.

## DEFINITIONS

In addition to the expressions defined in the content of this announcement, the following expressions have the following meanings:

“Board”	the board of Directors
“Company”	Yuxiu Property Company Limited, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 00123)
“Completion”	completion of the registration of the Disposal at the relevant administration for market regulations in accordance with the terms of the Cooperation Agreement
“connected person(s)”	has the meaning as ascribed to it under the Listing Rules
“Cooperation Agreement”	the cooperation agreement entered into between the Seller, the Purchasers and the Project Company dated 5 January 2026 regarding the Disposal
“Deposit”	the amount of RMB212,020,000 paid by the Seller to the Land Bureau prior to the bidding of the Land Parcel as security to participate in the bidding and as part of the Total Land Premium
“Directors”	the directors of the Company
“Disposal”	the transfer of the equity interests in the Project Company by the Seller to JV Company B in accordance with the terms of the Cooperation Agreement
“Equity Interests Pledge”	has the meaning given to it in the section headed “Transitional arrangements”
“Equity Transfer Consideration”	has the meaning given to it in the section headed “Consideration and payment terms”
“First Land Premium Payment”	the amount of RMB453,015,000 paid to the Land Bureau as part of the Total Land Premium
“Group”	the Company and its subsidiaries
“Hangzhou Binjiang”	杭州濱江房產集團股份有限公司 (Hangzhou Binjiang Real Estate Group Co., Ltd.*), a limited liability company established in the PRC on 22 August 1996, the shares of which are listed on the Shenzhen Stock Exchange (Stock Code: 002244)

“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Interest”	has the meaning given to it in the section headed “Consideration and payment terms”
“JV Company A”	the joint venture company to be established by the Seller and Hangzhou Binjiang pursuant to the Cooperation Agreement
“JV Company B”	the joint venture company to be established by JV Company A, Kunhe Construction and Zhejiang Yingguan pursuant to the Cooperation Agreement
“Kunhe Construction”	坤和建設集團股份有限公司 (Kunhe Construction Group Co., Ltd.*), a limited liability company established in the PRC on 19 June 1995
“Land Bureau”	杭州市規劃與自然資源局 (Hangzhou Bureau of Planning and Natural Resources*)
“Land Parcel”	the parcel of land GS120103-09 located at 杭州市拱墅區康橋單元 (GS120103-09, Kangqiao Unit, Gongshu District, Hangzhou, the PRC*) with a total site area of 34,165 sq. m.
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China and for the purpose of this announcement excluding Hong Kong, Macau Special Administrative Region and Taiwan
“Project Company”	杭州越運房地產開發有限公司 (Hangzhou Yueyun Real Estate Development Co., Ltd.*), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Seller as at the date of this announcement
“Project Company Funding”	has the meaning given to it in the section headed “Consideration and payment terms”
“Purchasers”	Hangzhou Binjiang, Kunhe Construction and Zhejiang Yingguan
“RMB”	Renminbi, the lawful currency of the PRC
“Second Land Premium Payment”	the amount of RMB665,035,000 to be paid to the Land Bureau as part of the Total Land Premium

“Seller”	杭州越瓏房地產開發有限公司 (Hangzhou Yuelong Property Development Co., Ltd.*), a company established in the PRC with limited liability and an indirect non-wholly owned subsidiary of the Company
“Shareholder(s)”	holder(s) of shares of the Company
“Shareholder Loan”	has the meaning given to it in the section headed “Consideration and payment terms”
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Total Consideration”	the aggregate consideration payable by the Purchasers for the Disposal in accordance with the terms of the Cooperation Agreement
“Total Land Premium”	the total land premium for the Land Parcel in the amount of RMB1,330,070,000, which shall be paid to the Land Bureau in relation to the acquisition of the Land Parcel
“Zhejiang Yingguan”	浙江英冠控股集團有限公司 (Zhejiang Yingguan Holding Group Co., Ltd.*), a limited liability company established in the PRC on 26 February 2004

By Order of the Board  
**Yuexiu Property Company Limited**  
**Yu Tat Fung**  
*Company Secretary*

Hong Kong, 5 January 2026

*As at the date of this announcement, the Board comprises:*

*Executive Directors:*                 LIN Zhaoyuan (Chairman), ZHU Huisong, JIANG Guoxiong, HE Yuping, CHEN Jing and LIU Yan

*Non-executive Directors:*         ZHANG Yibing and SU Junjie

*Independent Non-executive Directors:*     YU Lup Fat Joseph, LEE Ka Lun, LAU Hon Chuen Ambrose and CHEUNG Kin Sang

\* For identification purpose only