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本文件必須整份交還，方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus issued by Yuexiu Property Company Limited (the “**Company**”) dated 11 May 2023 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述越秀地產股份有限公司(「**本公司**」)於二〇二三年五月十一日就供股刊發之供股章程(「**供股章程**」)。除非文義另有所指，否則供股章程所界定之詞彙與本通知書所採用者具有相同涵義。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON THURSDAY, 25 MAY 2023 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND FOR APPLICATION AND PAYMENT FOR EXCESS RIGHTS SHARES” BELOW).

本暫定配額通知書乃有價值及可轉讓之表格，並應即時處理，本暫定配額通知書及隨附之額外申請表格所載之供股建議將於二〇二三年五月二十五日(星期四)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響」一段所述之有關較後日期及／或時間)截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISOR.

閣下如對本暫定配額通知書或應採取之行動有任何疑問或如閣下已出售閣下名下全部或部分本公司之股份，應諮詢閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the other Prospectus Documents and copies of the documents specified in the paragraph headed “11. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES” in Appendix IV GENERAL INFORMATION, has been registered with the Registrar of Companies in Hong Kong pursuant to section 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong. This PAL and any acceptance of and application made under it are governed by and shall be construed in accordance with the laws of Hong Kong. The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of these documents.

本暫定配額通知書連同其他章程文件以及供股章程附錄四「一般資料」11.送呈公司註冊處處長之文件」一段所述文件之副本，已遵照香港法例第32章《公司(清盤及雜項條文)條例》第38D條之規定於香港公司註冊處處長註冊。本暫定配額通知書以及據此作出之任何接納及申請均受香港法例監管，並按其詮釋。香港公司註冊處處長、聯交所與證監會對任何此等文件之內容概不負責。

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

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

The Rights Issue is conditional upon the fulfilment of the conditions as set out in the section headed “Letter from the Board – Rights Issue – Conditions of the Rights Issue” in the Prospectus. Further, the Underwriting Agreement grants the Joint Underwriters the right to terminate the arrangements set out in the Underwriting Agreement at any time at or before the Latest Time for Termination, which is expected to be 4 p.m. on Monday, 29 May 2023, on the occurrence of certain events including force majeure. These events are set out in the section headed “Letter from the Board – Underwriting Agreement – Termination of the Underwriting Agreement” in the Prospectus. If the Underwriting Agreement does not become unconditional or is terminated by the Joint Underwriters, the Rights Issue will not proceed. Any Shareholders or other persons dealing in the Rights Shares or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled, which is expected to be 4 p.m. on Monday, 29 May 2023, will bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股是以供股章程「董事會函件－供股－供股之條件」一節所載之條件得到滿足為前提而進行。此外，包銷協議授予聯席包銷商在發生若干事件(包括不可抗力)的情況下，於最後終止時間(預期為二〇二三年五月二十九日(星期一)下午四時正)或之前隨時終止包銷協議內所載安排的權利。該等事件載於供股章程「董事會函件－包銷協議－終止包銷協議」一節。倘包銷協議未成為無條件或由聯席包銷商終止，則供股將不會進行。任何截至供股所有條件達成當日(預期為二〇二三年五月二十九日(星期一)下午四時正)止進行供股股份或未繳股款供股股份買賣的股東或其他人士，將須承受供股未必成為無條件或未必進行之風險。



越秀地產股份有限公司

YUEXIU PROPERTY COMPANY LIMITED

(Incorporated in Hong Kong with limited liability)

(在香港註冊成立的有限公司)

(Stock Code: 00123)

(股份代號: 00123)

RIGHTS ISSUE OF 928,936,826 RIGHTS SHARES AT THE SUBSCRIPTION PRICE OF HK\$9.00 PER RIGHTS SHARE ON THE BASIS OF 30 RIGHTS SHARES FOR EVERY 100 EXISTING SHARES HELD ON THE RECORD DATE

Registered office:

26th Floor
Yue Xiu Building
160 Lockhart Road
Wanchai
Hong Kong

Share Registrar:
Tricor Abacus Limited
17/F, Far East Finance Centre
16 Harcourt Road
Hong Kong

股份過戶登記處:
卓佳雅柏勤有限公司
香港
夏慤道16號
遠東金融中心17樓

註冊辦事處:
香港
灣仔
駱克道160號
越秀大廈
26樓

按於記錄日期每持有100股現有股份可獲發30股供股股份的基準，
以每股供股股份9.00港元的認購價進行928,936,826股供股股份的供股

PAYABLE IN FULL ON ACCEPTANCE
BY NOT LATER THAN 4:00 P.M. THURSDAY, 25 MAY 2023
股款須不遲於二〇二三年五月二十五日(星期四)下午四時正接納繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Provisional Allotment Letter No.
暫定配額通知書編號

Name(s) and address of Qualifying Shareholder(s)
合資格股東之姓名及地址

Total number of existing Shares registered in your name(s) at 5:00 p.m. on Wednesday, 10 May 2023
於二〇二三年五月十日(星期三)下午五時正登記於閣下名下之現有股份總數

BOX A
甲欄

Number of Rights Shares allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Thursday, 25 May 2023
閣下獲配發之供股股份數目，股款須不遲於二〇二三年五月二十五日(星期四)下午四時正接納時繳足

BOX B
乙欄

Total subscription monies payable on acceptance in full
應繳認購股款總額，股款須於接納時繳足

BOX C
丙欄

Name of bank on which cheque/
cashier's order is drawn:
支票/銀行本票的付款銀行名稱: _____

Cheque/cashier's order
number:
支票/銀行本票號碼: _____

Please insert your contact
telephone no.:
請填上閣下之聯絡電話: _____

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付從價印花稅之證明。

Form B

表格乙

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)

(只供擬轉讓其／彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東填寫及簽署)

To: The Directors

Yuexiu Property Company Limited

致：越秀地產股份有限公司
列位董事 台照

Dear Sirs,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：

本人／吾等茲將本暫定配額通知書所列本人／吾等之供股股份之認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) (all joint Shareholders must sign)

簽署(所有聯名股東均須簽署)

Date: _____, 2023

日期：二〇二三年 _____ 月 _____ 日

Hong Kong stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

Form C

表格丙

REGISTRATION APPLICATION FORM

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)

(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors

Yuexiu Property Company Limited

致：越秀地產股份有限公司
列位董事 台照

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the articles of association of the Company.

敬啟者：

本人／吾等謹請貴董事會將表格甲內乙欄所列之供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及供股章程所載條款，以及在貴銀行之組織章程細則規限下，接納此等供股股份。

Existing Shareholder(s)
please mark "X" in this box
現有股東請在本欄內填上「X」號

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To be completed in BLOCK letters in ENGLISH.
請用英文正楷填寫。

Name in English 英文姓名				Family name (姓氏)		Other names (名字)		Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及／或聯名申請人 姓名(如有需要)									
Address in English (Joint applicants should give one address only) 英文地址(聯名申請人只須填 報一個地址)									
Occupation 職業						Tel. no. 電話號碼			
Dividend Instructions 派息指示									
Name and address of bank 銀行名稱及地址				Bank account number 銀行賬戶號碼					
				BANK 銀行		BRANCH 分行		ACCOUNT 賬戶	
				Bank account number 銀行賬戶號碼					

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) (all joint applicants must sign)

簽署(所有聯名申請人均須簽署)

Date: _____, 2023

日期：二〇二三年 _____ 月 _____ 日

Hong Kong stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.

華裔申請人須填寫中英文姓名。

Any Shareholders or other persons contemplating selling or purchasing the Shares and/or the nil-paid Rights Shares are advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares. If they are in any doubt about their position, they are recommended to consult their own professional advisors.

任何擬出售或購買股份及／或未繳股款供股股份的股東或其他人士於買賣股份及／或未繳股款供股股份時務請審慎行事。彼等如對自身立場有任何疑問，應諮詢彼等顧問之專業意見。

THIS PAL IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES. THE RIGHTS SHARES (WHETHER IN NIL-PAID OR FULLY-PAID FORM) AND THE PALS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TAKEN UP, EXERCISED, RESOLD, RENOUNCED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE COMPANY HAS NO INTENTION TO REGISTER UNDER THE U.S. SECURITIES ACT ANY PORTION OF THE RIGHTS ISSUE OR ANY OF THE RIGHTS SHARES OR THE PALS OR TO CONDUCT A PUBLIC OFFERING OF SUCH SECURITIES IN THE UNITED STATES.

本暫定配額通知書不可直接或間接在或向美國刊發、發放或派發。供股股份(不論為未繳股款或繳足股款形式)及本暫定配額通知書尚未且不會根據《美國證券法》或美國任何州或者其他司法權區之證券法例進行登記。除根據《美國證券法》及美國任何州或者其他司法權區之適用證券法例豁免登記要求或在不受該等要求規限的交易中進行者外，不得在美國境內直接或間接進行要約、出售、接納、行使、轉售、放棄、轉讓或支付。本公司無意根據《美國證券法》於美國登記供股的任何部分或任何供股股份或暫定配額通知書，或於美國進行該等證券的公開發售。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定之其他日期起，在中央結算系統記存、結算及交收。聯交所參與者間於任何交易日進行之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統之一切活動均須依照不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

Dealings in the Shares may be settled through CCASS and you should consult your stockbroker, other licensed dealer in securities, bank manager, solicitor, professional accountant or other professional advisor for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之股票經紀、其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響閣下之權利及權益。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR ABACUS LIMITED, AT 17/F, FAR EAST FINANCE CENTRE, 16 HARCOURT ROAD, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. THURSDAY, 25 MAY 2023 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND FOR APPLICATION AND PAYMENT FOR EXCESS RIGHTS SHARES" BELOW). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "**YUEXIU PROPERTY COMPANY LIMITED — RIGHTS ISSUE ACCOUNT**" AND CROSSED "**ACCOUNT PAYEE ONLY**". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN AN ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN.

閣下如欲根據本暫定配額通知書接納全部供股股份之暫定配額，須將本暫定配額通知書整份連同上文丙欄所示將由登記處卓佳雅柏勤有限公司(地址為香港夏愨道 16 號遠東金融中心 17 樓)收取之港元全數股款(通過支票或銀行本票支付)，最遲於二〇二三年五月二十五日(星期四)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響」一段所述之有關較後日期及／或時間)前交回本公司之登記處，所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「**越秀地產股份有限公司—供股賬戶**」，並以「**只准入抬頭人賬戶**」劃線方式開出。有關轉讓及分拆供股股份配額之指示載於隨附表格。本公司將不另發股款收據。

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet and in the Prospectus and agrees to be bound by them; and
- agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本文件所載之暫定配額的每位人士均：

- 確認其已閱讀所附表格及供股章程所載之條款及條件以及接納手續，並同意受其約束；及
- 同意本暫定配額通知書及因此構成之合約須受香港法律管限及根據香港法律詮釋。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE

NO RECEIPT WILL BE GIVEN

每份接納書須隨附一張獨立開出之支票或銀行本票
本公司將不另發收據



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

(Incorporated in the Hong Kong with limited liability)

(Stock Code: 00123)

11 May 2023

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of this PAL and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on Form A of this PAL on the basis of 30 Rights Shares for every 100 existing Shares in the Company registered in your name in the register of members of the Company as at 5:00 p.m. on Wednesday, 10 May 2023. Your holding of existing Shares in the Company as at that date is set out in Box A on Form A of this PAL and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of this PAL. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$9.00 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Thursday, 25 May 2023 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather or Extreme Conditions on the Latest Time for Acceptance of and Payment for the Rights Shares and for Application and Payment for Excess Rights Shares” below).

You may, subject to the section headed “Qualifying Shareholders” below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed “Splitting” below. If you wish to transfer all of your provisional allotment, you should refer to the instructions in the section headed “Transfer” below.

The Rights Issue is subject to the fulfilment of certain conditions as disclosed in the Prospectus. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares, when allotted and issued and fully-paid, will, subject to the articles of association of the Company, rank *pari passu* in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions the record dates of which are on or after the date of allotment and issue of the Rights Shares in their fully-paid form.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange, as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.



越秀地產股份有限公司

YUEXIU PROPERTY COMPANY LIMITED

(在香港註冊成立的有限公司)

(股份代號：00123)

敬啟者：

緒言

根據本暫定配額通知書及供股章程所載之條款及條件，並在本公司之組織章程細則的規限下，董事已暫定配發本暫定配額通知書表格甲所載數目之本公司供股股份予閣下，基準為於二〇二三年五月十日(星期三)下午五時正以閣下名義在本公司股東登記冊上登記每100股本公司現有股份可獲配發30股供股股份。閣下於該日持有之本公司現有股份列於本暫定配額通知書表格甲甲欄，而所獲暫定配發之供股股份數目則列於本暫定配額通知書表格甲乙欄。除文義另有所指外，於供股章程中已界定之詞彙與本函件所採用者具相同涵義。

閣下有權不遲於二〇二三年五月二十五日(星期四)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響」一段所述之有關較後日期及/或時間)根據下文所載之方式按每股供股股份9.00港元之價格(於接納時繳足)收購暫定配發予閣下之供股股份。

在下文「合資格股東」一節的規限下，閣下可接納據此暫定配發予閣下之全部或任何數目的供股股份，或出售閣下之全部或任何有關權利。閣下如欲只接納閣下之部分暫定配額並將餘額轉讓，或擬將閣下之暫定配額轉讓予超過一人，則閣下應參閱下文「分拆」一節內之指示。閣下如欲轉讓閣下之全部暫定配額，則閣下應參閱下文「轉讓」一節內之指示。

供股以供股章程所披露之若干條件達成為前提。倘若供股並未成為無條件，則供股將不會進行。

供股股份

供股股份於獲配發及發行以及繳足時，將(受本公司組織章程細則所限)於各方面各自(尤其包括股息、投票權及股本)及與於配發及發行供股股份日之所有已發行股份享有同等權益，故該等繳足股款供股股份持有人將有權收取記錄日期為配發及發行繳足股款供股股份日期或之後的所有未來股息及分派。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之股票接納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或由香港結算決定之其他日期起，在中央結算系統內記存、結算及交收。聯交所參與者間在任何交易日之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統之一切活動均須依照不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of this PAL intact together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of this PAL with the Registrar, Tricor Abacus Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, so as to be received by not later than 4:00 p.m. on Thursday, 25 May 2023 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather or Extreme Conditions on the Latest Time for Acceptance of and Payment for the Rights Shares and for Application and Payment for Excess Rights Shares” below). All remittances must be made by cheques or cashier’s orders in Hong Kong dollars. Cheques must be drawn on an account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to **“Yuexiu Property Company Limited — Rights Issue Account”** and crossed **“Account Payee Only”**. Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C on Form A of this PAL, has been received as described above by 4:00 p.m. on Thursday, 25 May 2023 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather or Extreme Conditions on the Latest Time for Acceptance of and Payment for the Rights Shares and for Application and Payment for Excess Rights Shares” below), whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing or transferring the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original PAL must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split PALs required and the number of nil-paid Rights Shares to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of this PAL), by not later than 4:30 p.m. on Wednesday, 17 May 2023 with the Registrar, Tricor Abacus Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection at the Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

接納手續

香港以外的任何人(包括(並不限於)代理人、託管人、代名人及受託人)如欲接納彼等於供股之權利，須使自己信納其已全面遵守任何相關地區之適用法律，包括取得任何政府或其他同意、符合任何其他所需之正式手續，以及繳納相關地區之任何發行、轉讓或其他稅項。

合資格股東如欲全數接納其供股股份暫定配額，必須將整份暫定配額通知書連同本暫定配額通知書表格甲丙欄所示須於接納時應付之全數股款，不遲於二〇二三年五月二十五日(星期四)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響」一段所述之有關較後日期及／或時間)交回登記處卓佳雅柏勤有限公司(地址為香港夏愨道16號遠東金融中心17樓)。所有股款須以港元支票或銀行本票繳付，支票須由香港持牌銀行戶口開出或銀行本票須由香港持牌銀行發出，並須註明抬頭人為「**越秀地產股份有限公司－供股賬戶**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳付股款後，即表示已按本暫定配額通知書及供股章程所載之條款，及在本公司之組織章程細則之規限下接納暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書之查詢均須寄交上述地址之登記處。

謹請注意，除非由原獲配售人或以本身名義經已獲有效轉讓有關權利之任何人士填妥之暫定配額通知書連同本暫定配額通知書表格甲丙欄所示之應繳股款已按上文所述於二〇二三年五月二十五日(星期四)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響」一段所述之有關較後日期及／或時間)前送達，否則閣下之暫定配額及一切據此而獲得之權利將視作已遭放棄而被取消。本公司或會(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

分拆

閣下如欲只接納閣下之部分供股股份暫定配額而不放棄或轉讓閣下暫定配額之餘額，或轉讓據此暫定配發予閣下之認購供股股份之部分權利，或向超過一名人士(並非作為聯名持有人)轉讓閣下全部或部分權利，則閣下須將整份原暫定配額通知書連同清楚註明所需要的分拆暫定配額通知書數目及每份分拆暫定配額通知書包含的未繳股款供股股份數目(兩者合共應相等於本暫定配額通知書表格甲乙欄所載列暫定配發予閣下的供股股份數目)的信件，不遲於二〇二三年五月十七日(星期三)下午四時三十分交回及送遞登記處卓佳雅柏勤有限公司(地址為香港夏愨道16號遠東金融中心17樓)，以供登記處註銷原暫定配額通知書，並按所需面額發出新暫定配額通知書。新暫定配額通知書將可於交回原暫定配額通知書後第二個營業日上午九時正後於登記處(地址同上)領取。

TRANSFER

If you wish to transfer all of your provisional allotment under this PAL to another person or persons as joint holders, you should complete and sign the “Form of Transfer and Nomination” (Form B) in this PAL and hand the completed and signed PAL to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the “Registration Application Form” (Form C) in this PAL and lodge this PAL intact together with a remittance for the full amount payable on acceptance with the Registrar, at the above address, by not later than 4:00 p.m. on Thursday, 25 May 2023 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather or Extreme Conditions on the Latest Time for Acceptance of and Payment for the Rights Shares and for Application and Payment for Excess Rights Shares” below).

It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND FOR APPLICATION AND PAYMENT FOR EXCESS RIGHTS SHARES

The latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will not take place at 4:00 p.m. on Thursday, 25 May 2023 if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning and/or extreme conditions, if such circumstance is: (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the Latest Acceptance Date for the Rights Shares. Instead the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day; or (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Latest Acceptance Date for the Rights Shares. Instead the latest time of acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

If the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place by 4:00 p.m. on Thursday, 25 May 2023, the dates mentioned in the expected timetable may be affected. The Company will notify the Shareholders by way of announcement(s) on any change to the expected timetable as soon as practicable.

TERMINATION OF THE UNDERWRITING AGREEMENT

If at any time before the Latest Time for Termination:

- (a) any matter or circumstance arises as a result of which any of the conditions set out in the Underwriting Agreement is not satisfied, or has become incapable of satisfaction, as at the required time;

轉讓

閣下如欲根據本暫定配額通知書轉讓 閣下之全部暫定配額予其他一名人士或多名人士(作為聯名持有人)，閣下應填妥及簽署本暫定配額通知書內之「轉讓及提名表格」(表格乙)，並將填妥及簽妥之暫定配額通知書轉交 閣下之暫定配額的承讓人或經手轉讓的人士。承讓人其後須填妥及簽署本暫定配額通知書內之「登記申請表格」(表格丙)，並將本暫定配額通知書連同接納時應付全部款項的股款，不遲於二〇二三年五月二十五日(星期四)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響」一段所述之有關較後日期及／或時間)送交登記處(地址見上文)。

務請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付印花稅。本公司保留權利拒絕受理以任何人士為受益人的任何轉讓登記，如本公司就此相信該轉讓或會違反適用法例或監管規定。

惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響

倘：(i) 供股股份的最後接納日期本地時間中午十二時正前在香港發出八號或以上熱帶氣旋警告信號或「黑色」暴雨警告及／或極端情況且於中午十二時正後不再生效，則接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限將不會於二〇二三年五月二十五日(星期四)下午四時正發生。接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限將延至同一營業日下午五時正；或(ii) 供股股份的最後接納日期本地時間中午十二時正至下午四時正期間任何時間在香港發出八號或以上熱帶氣旋警告信號或「黑色」暴雨警告及／或極端情況，則接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限將不會於二〇二三年五月二十五日(星期四)下午四時正發生。接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限將重新安排至於上午九時正至下午四時正期間任何時間概無發出任何該等警告之下一個營業日下午四時正。

倘接納供股股份及支付股款以及申請供股之額外供股股份及支付股款之最後時限並非二〇二三年五月二十五日(星期四)下午四時正前，則預期時間表所述之日期可能受到影響。本公司將在可行情況下盡快就預期時間表之任何變動以公告形式知會股東。

終止包銷協議

倘於最後終止時間前任何時間發生下述情況，

(a) 發生任何事項或狀況，致使包銷協議所載任何條件於規定時間內未獲達成或無法達成；

- (b) the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement is untrue, inaccurate or misleading or has been breached in any respect comes to the knowledge of the Joint Underwriters, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement;
- (c) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given pursuant to the Underwriting Agreement would have rendered, or would reasonably be expected to render, any of those representations or warranties untrue, inaccurate, incomplete or misleading or any of those undertakings being breached in any respect;
- (d) the fact that any of the representations, warranties or undertakings contained in the Irrevocable Undertaking is untrue, inaccurate or misleading or has been breached in any respect comes to the knowledge of the Joint Underwriters, or there has been a breach on the part of Yue Xiu of any other provision of the Irrevocable Undertaking;
- (e) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given pursuant to the Irrevocable Undertaking would have rendered, or would reasonably be expected to render, any of those representations or warranties untrue, inaccurate, incomplete or misleading or any of those undertakings being breached in any respect;
- (f) any statement contained in the Announcement or a Prospectus Document has become or been discovered to be untrue, inaccurate, incomplete in any material respects or misleading in any respect, or any matter arises or is discovered which would, if the Announcement or the relevant Prospectus Document was or to be issued at the time, constitute a material omission therefrom;
- (g) there is a Material Adverse Change;
- (h) any event, act or omission occurs which gives or is likely to give rise to any liability of the Company pursuant to the indemnities referred to in the Underwriting Agreement; or
- (i) (i) there shall have occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
 - (i) a moratorium, trading halt, suspension, restriction or limitation in trading in securities generally, or the establishment of minimum prices, on the New York Stock Exchange, the London Stock Exchange plc, the Stock Exchange and/or any other stock exchange on which the Company's securities are traded;
 - (ii) a trading halt, suspension or limitation in dealings in the Company's securities on the Stock Exchange and/or any other stock exchange on which the Company's securities are traded (other than pending publication of the Announcement or any announcement relating to the Rights Issue) for a consecutive period of more than five trading days (or such longer period as the Company and the Underwriters may agree);
 - (iii) a declaration of a general moratorium or a disruption in commercial banking activities in the United States, Hong Kong, the European Union (or any member thereof) or the United Kingdom or a disruption in commercial banking or securities settlement or clearance services in the United States, Hong Kong, the European Union (or any member thereof) or the United Kingdom; or
 - (iv) a change or development involving a prospective change in or affecting taxation or exchange or currency control (or the implementation of any exchange or currency control) or currency exchange rates affecting the Company, the Group and the Rights Shares;

- (b) 聯席包銷商得悉包銷協議內所載之任何聲明、保證或承諾在任何方面為失實、不正確或具有誤導成分，或在任何方面遭違反，或本公司嚴重違反包銷協議之任何其他條文；
- (c) 產生或發生任何事件或事項，而倘若上述事件或事項在包銷協議日期前或聲明、保證及承諾被視作根據包銷協議作出前之任何日期或任何時間前已經發生，會致使或合理預期將致使任何該等聲明或保證在任何方面變為失實、不準確、不完整或含誤導成分，或任何該等承諾在任何方面遭違反；
- (d) 聯席包銷商得悉不可撤回承諾內所載之任何聲明、保證或承諾在任何方面為失實、不正確或具有誤導成分，或在任何方面遭違反，或越界違反不可撤回承諾之任何其他條文；
- (e) 產生或發生或發現任何事件或事項，而倘若上述事件或事項在包銷協議訂立日期前，或聲明、保證及承諾被視為根據不可撤回承諾作出之任何日期或任何時間前已經發生，會致使或合理預期將致使任何該等聲明或保證為失實、不準確、不完整或含誤導成分或在任何方面違反該等承諾；
- (f) 該公告或章程文件所載任何陳述已經成為或被發現在任何方面為失實、不準確、不完整或含誤導成分；或發生或發現任何事項，倘於當時發出該公告或相關章程文件，該事項將因而構成一項重大遺漏；
- (g) 存在重大不利變化；
- (h) 任何事件、行動或遺漏行為導致或可能導致本公司須根據包銷協議所述之彌償保證承擔任何責任；
或
- (i) (i) 關於或有關以下任何事件、連串事件或情況應已出現、發生、產生或為公眾所悉(不論是否可以預見)：(i) 紐約證券交易所、倫敦證券交易所、聯交所及／或本公司證券買賣所在的任何其他交易所之一般證券買賣全面休市、短暫停牌、停牌、受限制或設限或設定最低價格；(ii) 本公司證券並未在聯交所及／或本公司證券買賣所在的其他交易所之買賣連續超過五個交易日(或本公司與聯席包銷商可能協定的較長期限)短暫停牌、停牌或受限制(因停牌以待刊發該公告或任何有關供股之公告除外)；(iii) 美國、香港、歐盟(或其任何成員國)或英國商業銀行活動宣佈全面暫停或中斷，或美國、香港、歐盟(或其任何成員國)或英國商業銀行或證券交收或結算服務中斷；或(iv) 涉及影響本公司、本集團及供股股份之稅項或外匯或貨幣管制(或實施任何外匯或貨幣管制)或貨幣匯率有變動或涉及潛在變動之發展；

- (ii) there shall have occurred any event or circumstance or series of events or circumstances (including without limitation the occurrence of any local, national or international outbreak or escalation of disaster or hostilities (whether or not war is or has been declared), riot, earthquake, public disorder, civil commotion, fire, flood, explosion, outbreak of an infectious disease, calamity, crisis, strike, lock-out, insurrection, armed conflict, act of terrorism (whether or not responsibility has been claimed), act of God or epidemic);
- (iii) there shall have occurred any change in, or any event or series of events likely to result in any change in (whether or not permanent) local, national or international financial, political, economic, military, industrial, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls (including without limitation, any change in the system under which the value of the Hong Kong currency is linked to that of the United States) in or affecting Hong Kong, the United States, the European Union (or any member thereof) or the United Kingdom;
- (iv) any new laws, rules, statutes, ordinances, regulations, guidelines or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal or regulatory consequences), orders, judgements, decrees or rulings of any governmental authority (the “**Laws**”) are implemented or there are any changes or developments involving prospective changes in existing Laws or in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other place in which any member of the Group conducts or carries on business;
- (v) the Company publishes or is required to publish any supplementary prospectus in accordance with Rule 11.13 of the Listing Rules, as a result of a significant change affecting any matter contained in the Prospectus Documents or a significant new matter having arisen the inclusion of information in respect of which would have been required in the Prospectus Documents if it had arisen before the date thereof, or otherwise, unless the Company has obtained the prior consent from the Joint Underwriters for such publication; or
- (vi) an authority or a political body or organisation in any relevant jurisdiction commences any investigation or other action, or announces an intention to investigate or take other action, against any Director,

which, individually or in the aggregate, in the sole opinion of the Joint Underwriters:

- (i) is or will be, or is likely to be, materially adverse to, or prejudicially affects or would prejudicially affect, the results of operation, general affairs, management, business, properties, financial, trading or other condition or prospects of the Group or to any present or prospective Shareholder in its capacity as such;
- (ii) has or will have or is likely to have a material adverse impact on, or prejudicially affects or would prejudicially affect, the success of the Rights Issue or dealings in the Rights Shares in the secondary market; or
- (iii) makes or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Prospectus Documents.

- (ii) 應已出現任何事件或情況或連串事件或情況(包括但不限於任何地方、全國或國際災難或敵對行動(無論是否已經宣戰)、暴亂、地震、公眾騷亂、騷亂、火災、水災、爆炸、傳染病爆發、災害、危機、罷工、停工、叛亂、武裝衝突、恐怖活動(無論有否組織承認責任)、天災或疫症之發生或升級)；
- (iii) 香港、美國、歐盟(或其任何成員國)或英國之地方、國家或國際金融、政治、經濟、軍事、工業、法律、財政、監管或證券市場事宜或情況或貨幣匯率或外匯管制(包括但不限於香港貨幣與美國貨幣幣值掛鈎制度之任何變動)應已發生任何變動，或可能導致上述各項有任何變動(無論是否永久性)之任何事件或連串事件；
- (iv) 任何政府機關實施任何新法例、規則、法規、條例、規例、指引或通告(在各情況下，以授權為限，或若不遵從，則為法律或法規後果之基礎)、法令、判決、判令或裁定(「法律」)，或香港或本集團任何成員公司經商或營商所在其他任何地方的任何法院或其他主管機關之現行法律或其任何詮釋或應用有變動或涉及潛在變動之發展；
- (v) 如因發生重大變化而足以影響章程文件所載任何事宜，或出現重大新生事宜導致須收錄其資料，本公司按照上市規則第 11.13 條或其他規定刊發或須刊發任何補充供股章程，而該事宜如於本文日期前出現應予收錄，除非本公司已就有關刊發獲得聯席包銷商的事先同意；或
- (vi) 任何相關司法權區有政府機關或政治團體或組織對任何董事開展任何調查或採取任何行動，或宣佈有此調查或行動意向，

而聯席包銷商全權認為，有關事件個別或共同：

- (i) 對或將對或可能對本集團之營運業績、一般事務、管理、業務、物業、財務、經營或其他狀況或前景或任何現時或準股東就該身份構成重大不利影響或損害性影響或將構成損害性影響；
- (ii) 對或將對或可能對供股之成功或供股股份在第二板市場之交易有重大不利影響或損害性影響或將構成損害性影響；或
- (iii) 導致或可能導致根據該公告及章程文件之條款及擬採取之方式進行供股變得不切實際、不明智或不合宜。

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a PAL together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

CERTIFICATES OF RIGHTS SHARES AND REFUND CHEQUES

Subject to the fulfillment of the conditions of the Rights Issue, it is expected that certificates for all fully-paid Rights Shares are to be posted on or before Monday, 5 June 2023 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary mail at their own risk.

If the Rights Issue does not become unconditional or does not proceed, the monies received in respect of the relevant provisional allotments and/or applications for excess Rights Shares (if any) will be refunded to the Qualifying Shareholders or such other person to whom the nil-paid Rights Shares have been validly renounced or transferred or, in the case of joint acceptances, to the first-named person, without interest and by means of cheques sent by ordinary post on or before Monday, 5 June 2023 to such Qualifying Shareholders or such other person to their registered addresses at their own risk.

Refund cheques in respect of wholly or partially unsuccessful applications for Rights Shares and excess Rights Shares (if any) are expected to be sent by ordinary post on or before Monday, 5 June 2023 to the applicants to their registered addresses at their own risk.

EXCESS RIGHTS SHARES

Qualifying Shareholders (other than the PRC Southbound Trading Investors) may apply, by way of excess application, for (i) any unsold nil-paid Rights Shares which would have been allotted to the Non-Qualifying Shareholders had they been the Qualifying Shareholders; (ii) any Rights Shares provisionally allotted but not validly accepted by the Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares; and (iii) any unsold Rights Shares created by aggregating fractions of the Rights Shares.

Application may be made only by the Qualifying Shareholders (other than PRC Southbound Trading Investors) by completing an EAF in accordance with the instructions printed on it and lodging the same with a separate remittance for the excess Rights Shares being applied for with the Registrar by 4:00 p.m. on Thursday, 25 May 2023 or such later time as may be agreed between the Company and the Joint Underwriters. Notwithstanding the provisions in the Prospectus Documents, the Company reserves the right to permit any Shareholder (whether as a direct holder or beneficial owner) whose registered address is in, or who is otherwise resident in, a jurisdiction other than Hong Kong to take up excess Rights Shares if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations in that jurisdiction which would otherwise give rise to restrictions upon the offer or take-up of Rights Shares in that jurisdiction.

支票及銀行本票

所有支票及銀行本票將於收訖後過戶，而有關款項所賺取之全部利息(如有)將撥歸本公司所有。在不影響本公司其他有關權利之情況下，任何暫定配額通知書所隨附之支票或銀行本票未能於首次過戶時兌現，有關通知書有可能被拒絕受理，在此情況下，該暫定配額通知書下的暫定配額及所有權利將被視為已遭拒絕及將予以註銷。填妥之暫定配額通知書連同所接納供股股份之付款支票或銀行本票交回後將構成申請人之一項保證，表示該支票或銀行本票於首次過戶時將可兌現。

供股股份之證書及退款支票

待供股之條件達成後，預期所有繳足股款供股股份之證書將於二〇二三年六月五日(星期一)或之前，以普通郵遞寄往已接納及(如適用)申請供股股份並就此繳付股款之合資格股東，郵誤風險概由彼等自行承擔。

倘供股未能成為無條件或不會進行，則就有關暫定配額及／或申請額外供股股份(如有)所收取之股款將於二〇二三年六月五日(星期一)或之前不計利息以開出支票方式退還予合資格股東或已有效放棄或轉讓未繳股款供股股份之有關其他人士，並以普通郵遞方式寄往彼等之登記地址(如屬聯名接納，則寄往名列於首之人士之登記地址)，郵誤風險概由彼等自行承擔。

有關供股股份及額外供股股份全部或部分不獲接納之申請之退款支票(如有)，預期將於二〇二三年六月五日(星期一)或之前，以普通郵遞寄往申請人的登記地址，郵誤風險概由彼等自行承擔。

額外供股股份

合資格股東(中國港股通投資者除外)可以額外申請方式申請：(i) 不合資格股東若屬合資格股東時原可獲配發之任何未售未繳股款供股股份；(ii) 暫定配發但不獲合資格股東有效接納或未繳股款供股股份接權人或承讓人認購之任何供股股份；及(iii) 彙集零碎供股股份後產生之任何未售供股股份。

合資格股東(中國港股通投資者除外)可透過根據額外申請表格上所列印之指示填妥額外申請表格，並於二〇二三年五月二十五日(星期四)下午四時正或本公司與聯席包銷商可能協定之較後時間前連同所申請額外供股股份之獨立股款一併送交過戶登記處作出申請。儘管章程文件訂有條文，倘本公司全權酌情信納有關交易獲豁免或毋須遵守引致有關司法權區關於提呈或接納供股股份之限制之法例或規例，則本公司保留權利容許登記地址位於或居於香港以外司法權區之股東(不論為直接持有人或實益擁有人)承購供股股份。

Subject to compliance with the requirements under Rule 7.21(3)(b) of the Listing Rules and the applicable laws and regulations of the relevant jurisdictions, the Board will, upon consultation with the Joint Underwriters, allocate the excess Rights Shares being applied for at its discretion and on a fair and equitable basis and on the following principles:

- (i) no preference will be given to applications for topping-up odd-lot holdings to whole-lot holdings;
- (ii) subject to the availability of excess Rights Shares, the excess Rights Shares will be allocated to the Qualifying Shareholders (other than PRC Southbound Trading Investors) who have applied for excess Rights Shares on a pro rata basis based on the excess Rights Shares applied by them; and
- (iii) pursuant to Rule 7.21(3)(b) of the Listing Rules, the Company will also take steps to identify the applications for excess Rights Shares made by Yue Xiu (being the controlling Shareholder) or its associates (the “**Relevant Shareholders**”), whether in their own names or through nominees. The Company shall disregard the Relevant Shareholders’ applications for excess Rights Shares to the extent that the total number of excess Rights Shares they have applied for exceeds a maximum number equivalent to the total number of Rights Shares offered under the Rights Issue minus the number of Rights Shares taken up by the Relevant Shareholders under their assured entitlement to the Rights Shares.

In applying principles (i) and (ii) above, reference will only be made to the number of excess Rights Shares applied for but no reference will be made to the Rights Shares comprised in applications by the PALs or the existing number of Shares held by the Qualifying Shareholders.

If the aggregate number of Rights Shares not taken up by the Qualifying Shareholders and/or transferees of nil-paid Rights Shares under the PALs is greater than the aggregate number of excess Rights Shares applied for through the EAFs, the Company will allocate to each Qualifying Shareholder (other than PRC Southbound Trading Investors) who applies for excess Rights Shares in full application.

If the Board notes unusual patterns of excess applications and has reason to believe that any excess applications may have been made with the intention to abuse the mechanism, such application(s) for excess Rights Shares may be rejected at the sole discretion of the Board.

Any Rights Shares not taken up by the Qualifying Shareholders and not taken up by excess applications will be taken up by the Joint Underwriters pursuant to the terms and conditions of the Underwriting Agreement.

在遵守上市規則第7.21(3)(b)條及相關司法權區適用法律法規的規定之情況下，董事會經諮詢聯席包銷商意見後，將按以下原則，按公平與衡平基準酌情分配所申請之額外供股股份：

- (i) 不會優先處理為了補足未滿一手之供股股份至完整一手買賣單位而提交之申請；
- (ii) 視乎可供申請之額外供股股份數目而定，額外供股股份將根據其所申請的額外供股股份以按比例分配予申請認購額外供股股份的合資格股東(中國港股通投資者除外)；及
- (iii) 根據上市規則第7.21(3)(b)條，本公司亦會採取措施，以辨識越秀(即控股股東)或其聯繫人(「**相關股東**」)作出的額外供股股份申請(不論是以其自身名義或透過代名人申請)。倘相關股東所申請的額外供股股份總數高於上限數目(相等於供股項下提呈發售的供股股份總數減去相關股東已承購彼等於供股股份保證配額項下的供股股份數目)，則本公司將不會理會相關股東的額外供股股份申請。

應用上文(i)及(ii)項原則時，僅會參考所申請之額外供股股份數目，惟不會參考以暫定配額通知書申請的供股股份或合資格股東所持股份的現有數目。

倘合資格股東及／或未繳股款供股股份的承讓人未能根據暫定配額通知書承購的供股股份總數大於透過額外申請表格申請的額外供股股份總數，本公司將向申請額外供股股份的每位合資格股東(中國港股通投資者除外)分配所申請的全部額外供股股份。

倘董事會留意到不尋常的額外申請模式，並有理由相信作出的任何額外申請可能是意圖濫用機制，則董事會可全權酌情決定拒絕有關額外供股股份的申請。

任何未由合資格股東承購及未通過額外申請承購的供股股份將由聯席包銷商根據包銷協議的條款及條件承購。

Beneficial Owners whose Shares are held by a Registered Owner, or which are held in CCASS, should note that the Board will regard the Registered Owner (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, Beneficial Owners whose Shares are registered in the name of a Registered Owner, or which are held in CCASS, should note that the aforesaid arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

If a Qualifying Shareholder (other than a PRC Southbound Trading Investor) wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Thursday, 25 May 2023 (or such later date and/or time as mentioned in the paragraph headed “Effect of Bad Weather or Extreme Conditions on the Latest Time for Acceptance of and Payment for the Rights Shares and for Application and Payment for Excess Rights Shares” below). All remittances in respect of excess application must be made by cheques or cashier’s orders in Hong Kong dollars. Cheques must be drawn on an account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to **“Yuexiu Property Company Limited — Excess Application Account”** and crossed **“Account Payee Only”**.

FRACTIONS OF RIGHTS SHARES

The Company will not provisionally allot and will not accept application for any fraction of the Rights Shares. All fractions of the Rights Shares will be aggregated (rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation will be provisionally allotted (in nil-paid form) to the Company’s nominee, and will be sold by the Company’s nominee in the market if a premium (net of expenses) can be obtained, with the Company retaining the proceeds for its own benefit. Any unsold Rights Shares arising from such aggregation will be made available for excess application by the Qualifying Shareholders (other than PRC Southbound Trading Investors).

ODD LOT MATCHING SERVICE OF THE SHARES ARISING FROM THE RIGHTS ISSUE

Upon completion of the Rights Issue, the board lots of the Company will remain as 1,000 Shares. In order to facilitate the trading of odd lots of Rights Shares which will arise upon the Rights Issue, the Company has, at its own costs, appointed Yue Xiu Securities to provide matching service for sale and purchase of odd lots of the Rights Shares arising from the Rights Issue, on a best effort basis, to those Qualifying Shareholders who wish to acquire odd lots of the Shares to make up a full board lot, or to dispose of their odd lots of the Shares.

Qualifying Shareholders who wish to utilise this service should contact Mr. Franky Shiu of Yue Xiu Securities at Room 17-37, 49/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong, or at the telephone number (852) 3925 9999 during the period from 9:00 a.m. on Tuesday, 6 June 2023 to 4:00 p.m. on Friday, 30 June 2023, both dates inclusive. Holders of odd lots of the Shares should note that successful matching of such sale and purchase is not guaranteed. Any Shareholder who is in any doubt about the odd lot matching service is recommended to consult his/her/its own professional advisors.

由登記擁有人或中央結算系統持有股份之實益擁有人務請注意，董事會將視登記擁有人(包括香港中央結算(代理人)有限公司)為本公司股東名冊之單一股東。因此，以登記擁有人之名義登記或由中央結算系統持有股份之實益擁有人務須注意，上述有關分配額外供股股份之安排將不會個別適用於彼等。

合資格股東(中國港股通投資者除外)如欲申請認購其暫定配額以外之任何供股股份，則必須填妥並簽署隨附供股章程之額外申請表格，並於二〇二三年五月二十五日(星期四)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份及支付股款以及申請額外供股股份及支付股款之最後時限之影響」一段所述之有關較後日期及／或時間)，連同就所申請額外供股股份應付之獨立股款一併交回登記處。所有額外申請相關股款須以港元支票或銀行本票繳付，支票須由香港持牌銀行戶口開出或銀行本票須由香港持牌銀行發出，並均須註明抬頭人為「**越秀地產股份有限公司－額外申請賬戶**」，並以「**只准入抬頭人賬戶**」方式劃線開出。

零碎供股股份

本公司將不會暫定配發零碎供股股份，亦不接受對任何零碎供股股份之申請。所有零碎供股股份將予彙集(下調至最接近之整數)。彙集零碎供股股份後產生之所有未繳股款供股股份將會以未繳股款形式暫定配發予本公司代名人，且倘扣除開支後可取得溢價，本公司代名人會將該等供股股份在市場出售，所得收益歸本公司所有。彙集零碎供股股份後產生之任何未售供股股份將可供合資格股東(中國港股通投資者除外)額外申購。

供股產生的股份之碎股對盤服務

於供股完成後，本公司的每手買賣單位仍將為1,000股股份。為方便供股後將產生的零碎供股股份買賣，本公司已委聘越秀證券按盡力基準為有意購買股份之碎股以補足一手完整買賣單位或出售股份之碎股的合資格股東提供有關買賣供股產生的零碎供股股份的對盤服務，費用由本公司承擔。

合資格股東如欲使用該項服務，應於二〇二三年六月六日(星期二)上午九時正至二〇二三年六月三十日(星期五)下午四時正(首尾兩天包括在內)期間內聯絡越秀證券之蕭奕雄先生，地址為香港灣仔港灣道30號新鴻基中心49樓17-37室，電話號碼為(852) 3925 9999。股份的碎股持有人應注意，概不保證買賣股份碎股成功對盤。股東如對碎股對盤服務有任何疑問，務請諮詢彼等各自的專業顧問。

DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

This PAL shall only be sent to Qualifying Shareholders.

Distribution of this PAL and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession this PAL or any of the other Prospectus Documents come (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or Beneficial Owner who is in any doubt as to his/her/its position should consult an appropriate professional advisor without delay. In particular, this PAL and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from the United States or any other jurisdiction in which such transfer or distribution is unlawful. The Company reserves the right to refuse to permit any Shareholder to take up his/her/its nil-paid Rights Shares or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

The Prospectus Documents will not be registered or filed under the applicable securities legislation of any jurisdiction other than Hong Kong, the PRC in accordance with the CSRC Notices and Malaysia.

QUALIFYING SHAREHOLDERS

The Rights Issue is only available to the Qualifying Shareholders. To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under this PAL, a Shareholder must have been registered as a member of the Company as at 5:00 p.m. on Wednesday, 10 May 2023 and be a Qualifying Shareholder.

Since there was no Non-Qualifying Shareholder as shown on the Register of Members on the Record Date, no arrangements will need to be made for the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders (if any) to be provisionally allotted to a nominee and to be sold in the market in their nil-paid form.

派發本暫定配額通知書及其他章程文件

本暫定配額通知書只可向合資格股東寄發。

派發本暫定配額通知書及其他章程文件至香港以外的司法權區可能受法律限制。獲派本暫定配額通知書或任何其他章程文件的人士(包括(並不限於)代理人、託管人、代名人及受託人)須知悉並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法權區的證券法例。任何股東或實益擁有人如對其狀況有任何疑問，應盡快諮詢合適之專業顧問。尤其是，本暫定配額通知書及其他章程文件不應在、向或由美國或作出有關轉讓或派發屬違法之任何其他司法權區派發、送交或送呈。倘本公司相信准許任何股東接納其未繳股款供股股份或申請認購額外供股股份會違反任何司法權區之適用證券法例或其他法例或規例，則本公司保留拒絕其接納或有關申請之權利。

章程文件將不會在香港、中國(根據中國證監會通告)及馬來西亞以外的任何司法權區依照適用證券法例登記或備案。

合資格股東

供股只供合資格股東參與。為符合資格參與供股及接納根據本暫定配額通知書所暫定配發之供股股份，股東於二〇二三年五月十日(星期三)下午五時正須為本公司之登記股東，且為合資格股東。

由於於記錄日期股東名冊並無列示不合資格股東，無需就不合資格股東原應獲暫定配發之供股股份(如有)作出安排，以暫定配發予代名人及在市場上以其未繳股款形式出售有關供股股份。

Receipt of this PAL and/or any other Prospectus Documents does not and will not constitute an offer or an invitation to apply for the nil-paid Rights Shares and the Rights Shares in the United States or any other jurisdictions in which it would be illegal to make an offer and, in those circumstances, this PAL and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. If a PAL or EAF is received by any person in any such jurisdiction, or by his/her/its agent or nominee, he/she/it must not seek to take up the rights referred to in this PAL or EAF or transfer this PAL (or apply for any excess Rights Shares under the EAF) unless the Company determines that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this PAL or any other Prospectus Documents in, into or from such jurisdiction (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Overseas Shareholders are reminded that certain restrictions may apply to offers and sales of nil-paid Rights Shares and/or Rights Shares under the securities laws of their jurisdiction. In particular, the attention of Overseas Shareholders is drawn to the restrictions, disclaimers and other information and statements set out in the section headed "NOTICE" in the Prospectus. If any Overseas Shareholder is in any doubt about his/her/its position, they are recommended to consult their own professional advisors.

Notwithstanding any other provision in this PAL or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

收到本暫定配額通知書及／或任何其他章程文件並不(亦將不會)構成在美國或提呈要約屬違法之任何其他司法權區提呈要約或邀請以申請未繳股款供股股份及供股股份，在該等情況下，本暫定配額通知書及／或其他章程文件須視為僅供參照處理，亦不應複製或轉發。倘若任何人或其代理或代名人在任何有關司法權區收到暫定配額通知書或額外申請表格，其不可尋求接納本暫定配額通知書或額外申請表格內所述之權利或轉讓本暫定配額通知書(或根據額外申請表格申請任何額外供股股份)，除非本公司決定，有關作為不會導致違反適用法律或規管規定，則作別論。任何人(包括(並不限於)代理人、託管人、代名人及受託人)如將本暫定配額通知書或任何其他章程文件在、向或由任何有關司法權區轉交(無論根據合約或法律責任或其他理由)，應促使收件人注意本節內容。

海外股東務請注意，未繳股款供股股份及／或供股股份的發售及銷售均可能面臨彼等司法權區的證券法例項下的若干限制。尤其是，海外股東謹請細閱供股章程「注意事項」一節所載的限制、免責聲明以及其他資料及陳述。海外股東如對彼等之立場有任何疑問，應諮詢彼等專業顧問之意見。

儘管本暫定配額通知書或任何其他章程文件有任何其他規定，本公司保留權利容許任何股東接納其權利，倘若本公司按其絕對酌情決定信納有關交易獲豁免遵守或不受限於引致有關限制的法例或規例。

COMMENCEMENT OF DEALINGS OF RIGHTS SHARES IN FULLY-PAID FORM

Dealing in the Rights Shares on the Stock Exchange, in their fully-paid form, is expected to commence at 9:00 a.m. on Tuesday, 6 June 2023.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this PAL, each purchaser of the nil-paid Rights Shares or subscriber for the Rights Shares will be deemed to have agreed and given each of the following representations and warranties to the Company and to any person acting on their behalf, unless in their sole discretion the Company waive such requirement expressly in writing:

- he/she/it was a Qualifying Shareholder (other than the PRC Southbound Trading Investors) as at 5:00 p.m. on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the nil-paid Rights Shares, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights Shares and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not located in the United States;
- he/she/it is not accepting an offer to acquire or take up the nil-paid Rights Shares or the Rights Shares on a non-discretionary basis for a person who is located in the United States at the time the instruction to accept was given;
- he/she/it is not taking up for the account of any person who is located in the United States, unless (a) the instruction to purchase or take up the nil-paid Rights Shares or to subscribe for or accept the Rights Shares was received from a person outside the United States and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the nil-paid Rights Shares and/or the Rights Shares in an “offshore transaction” within the meaning of Regulation S;
- he/she/it is acquiring the nil-paid Rights Shares and/or the Rights Shares in an “offshore transaction” as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any “directed selling efforts” as defined in Regulation S;
- he/she/it is not acquiring the nil-paid Rights Shares or the Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of such nil-paid Rights Shares or the Rights Shares into the United States; and
- he/she/it understands that neither the nil-paid Rights Shares nor the Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the United States and the nil-paid Rights Shares and the Rights Shares are being distributed and offered only outside the United States in reliance on Regulation S. Consequently, he/she/it understands that the nil-paid Rights Shares or the Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renounced, pledged, delivered, distributed or otherwise transferred in or into the United States, except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the U.S. Securities Act.

開始買賣繳足股款供股股份

繳足股款供股股份預計於二〇二三年六月六日(星期二)上午九時正開始在聯交所進行買賣。

陳述及保證

倘若填妥、簽妥及交回本暫定配額通知書，每名未繳股款供股股份的買方或供股股份的認購人將被視為已同意並向本公司及代表彼等之其他人士作出以下各項陳述及保證，除非本公司按其全權酌情決定以書面方式明確豁免有關規定：

- 彼於記錄日期下午五時正前為合資格股東(中國港股通投資者除外)，或彼已依法或可依法從有關人士直接或間接取得未繳股款供股股份；
- 彼可合法在其居住或目前所處之司法權區獲提呈、接納、取得、認購及收取未繳股款供股股份及／或供股股份；
- 彼並非處於美國；
- 彼並非按非全權基準為給予接納指示時處於美國之人士接納收購或承購未繳股款供股股份或供股股份之建議；
- 彼並非代位處美國之任何人士行事，除非(a)接到美國以外地區人士之購買或接納未繳股款供股股份或認購或接納供股股份之指示；及(b)發出該項指示之人士已確認彼(1)有權發出該項指示，及(2)(A)對該賬戶擁有投資決定權；或(B)為在規例S所界定之「離岸交易」中收購未繳股款供股股份及／或供股股份之投資經理或投資公司；
- 彼正在一宗規例S所界定之「離岸交易」中取得未繳股款供股股份及／或收購供股股份；
- 彼並非以規例S所界定之任何「定向銷售」方式獲提呈供股股份；
- 彼取得未繳股款供股股份或收購供股股份之目的並非直接或間接向美國提呈、出售、配發、接收、行使、轉售、棄權、質押、轉讓、交付或派發未繳股款供股股份或供股股份；及
- 彼知悉未繳股款供股股份或供股股份均無並將不會根據美國證券法或在美國任何州、地區或領地之任何證券監管當局註冊，而未繳股款供股股份及供股股份乃依據規例S僅在美國以外分發及提呈。因此，彼明白，未繳股款供股股份或供股股份或不可在或向美國提呈、出售、配發、接收、行使、轉售、棄權、質押、交付、派發或以其他方式轉讓，惟依據美國證券法註冊規定之豁免或在毋須遵守美國證券法註冊規定之交易除外。

Completion and return of this PAL by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

GENERAL

Lodgment of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour this PAL has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive a split PAL and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Tricor Abacus Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

This PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. nil-paid Rights Shares are expected to be traded in board lots of 1,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 1,000). References in this PAL to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Registrar, Tricor Abacus Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong holidays).

By completing, signing and submitting this PAL, you agree to disclose to the Company and/or the Registrar and their respective advisors and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of the Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its registered office at 26th Floor, Yue Xiu Building, 160 Lockhart Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary; or (ii) (as the case may be) the Registrar at its address set out above.

Yours faithfully,
For and on behalf of
Yuexiu Property Company Limited
Yu Tat Fung
Company Secretary

任何人士填妥及交回暫定配額通知書將構成該位人士對本公司作出之一項保證及聲明，表示該位人士已遵照或將遵照有關該項申請之所有登記、法律及監管規定。

為免生疑問，香港結算及香港中央結算(代理人)有限公司概不受上述任何陳述及保證所限。

一般事項

本暫定配額通知書連同(如相關)由獲發本暫定配額通知書人士所簽署之轉讓及提名表格一經交回，即確證交回之人士(一名或多名)有權處理暫定配額通知書及收取分拆之暫定配額通知書及／或供股股份之股票。如需要額外之供股章程，可於登記處卓佳雅柏勤有限公司(地址為香港夏愨道16號遠東金融中心17樓)索取。

所有文件(包括退款支票)將以平郵投遞方式寄予有關申請人或其他應得之人士，郵誤風險概由收件人自行承擔。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例監管，並按其詮釋。預期未繳股款供股股份將以1,000股之每手買賣單位進行買賣(現有股份目前以1,000股之每手買賣單位在聯交所進行買賣)。除另有說明者外，本暫定配額通知書內所提及之時間及日期均為香港時間及日期。

倘若閣下對供股有任何疑問，請於星期一至星期五(香港假期除外)上午九時正至下午六時正之營業時間將閣下的問題提交登記處卓佳雅柏勤有限公司(地址為香港夏愨道16號遠東金融中心17樓)。

倘若填妥、簽署及交回本暫定配額通知書，閣下同意向本公司及／或登記處及彼等各自之顧問及代理披露個人資料及彼等所需而有關於閣下或閣下為其利益而接納暫定配發之供股股份的人士之任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或登記處是否持有其個人資料，索取有關資料之副本，以及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往(i)本公司之註冊辦事處(地址為香港灣仔駱克道160號越秀大廈26樓)或根據適用法律不時通知之地點並以公司秘書為收件人，或(ii)(視情況而定)於上文所示地址之登記處。

此致

列位合資格股東 台照

代表
越秀地產股份有限公司
余達峯
公司秘書
謹啟

二〇二三年五月十一日