

CIRCULAR DATED 7 APRIL 2026

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

Singapore Exchange Securities Trading Limited (the "**SGX-ST**") assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this circular dated 7 April 2026 (this "**Circular**"). If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

If you have sold or transferred all your units in BHG Retail Real Estate Investment Trust ("**BHG Retail REIT**", and the units in BHG Retail REIT, the "**Units**"), you should immediately forward this Circular, together with the Notice of Annual General Meeting (the "**Notice of AGM**") and the accompanying Proxy Form to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.



(a real estate investment trust constituted on 18 November 2015 under the laws of the Republic of Singapore)

managed by
BHG Retail Trust Management Pte. Ltd.

CIRCULAR TO UNITHOLDERS IN RELATION TO:
THE PROPOSED ENTRY INTO THE NEW MASTER PROPERTY MANAGEMENT AGREEMENT
Independent Financial Adviser pursuant to Rule 921(4)(a) of the Listing Manual

Ernst & Young Corporate Finance Pte. Ltd.

IMPORTANT DATES AND TIMES FOR UNITHOLDERS

Last date and time for lodgement of Proxy Forms	:	26 April 2026 at 10.30 a.m.
Date and time of Annual General Meeting (" AGM ")	:	28 April 2026 at 10.30 a.m.
Place of AGM	:	Raffles City Convention Centre, Level 4, Minto Room, 80 Bras Basah Rd, Singapore 189560

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CORPORATE INFORMATION

Directors of BHG Retail Trust Management Pte. Ltd. (the “Manager”) Mr. Gan Chee Yen (Chairman and Independent Director)
Mr. George Quek Meng Tong (Independent Director)
Mr. Ong Tze Guan (Independent Director)
Mr. Xiong Zhen (Non-Independent Non-Executive Director)
Mr. Peng Ge (Non-Independent Non-Executive Director)

Registered Office of the Manager 250 North Bridge Road,
Raffles City Tower #32-01
Singapore 179101

Trustee of BHG Retail REIT (the “Trustee”) DBS Trustee Limited
12 Marina Boulevard Level 44
Marina Bay Financial Centre Tower 3
Singapore 018982

Legal Adviser to the Manager for the proposed entry into the New Master PMA as to Singapore Law Allen & Gledhill LLP
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Singapore 018989

Legal Adviser to the Trustee as to Singapore Law Dentons Rodyk & Davidson LLP
80 Raffles Place
#33-00 UOB Plaza 1
Singapore 048624

Unit Registrar Boardroom Corporate & Advisory Services Pte. Ltd.
1 Harbourfront Avenue
#14-07 Keppel Bay Tower
Singapore 098632

Independent Financial Adviser pursuant to Rule 921(4)(a) of the Listing Manual (the “IFA”) Ernst & Young Corporate Finance Pte. Ltd.
One Raffles Quay, North Tower, Level 18
Singapore 048583

SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the full text of this Circular. Meanings of defined terms may be found in the Glossary on pages 29 to 32 of this Circular.

Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures that precede them.

SUMMARY OF APPROVAL SOUGHT

The Manager seeks approval from the unitholders of BHG Retail REIT (“**Unitholders**”) for the new master property management agreement that is proposed to be entered into on a date after the AGM and commencing on 10 May 2026 (the “**New Master PMA**”) between (i) the Manager, (ii) BHG Mall (Singapore) Property Management Pte. Ltd. (the “**Property Manager**”) (which is an indirect wholly-owned subsidiary of Beijing Hualian Department Store Co., Ltd. which is in turn the sponsor of BHG Retail REIT (the “**Sponsor**”), and (iii) the Trustee, pursuant to which the Property Manager and/or its related corporations will be appointed as the property manager for each property that is owned by BHG Retail REIT from time to time (whether directly or indirectly through special purpose vehicles (“**SPVs**”)) during the term of the New Master PMA, subject to the overall management and supervision of the Manager.

The master property management agreement which was entered into between the Manager, the Trustee and the Property Manager on 10 May 2021 (the “**Existing Master PMA**”) will expire on the earlier of (i) midnight of 10 May 2026 and (ii) midnight of the date of termination of the Existing Master PMA. The individual property management agreements which were entered into between the Manager, the Trustee and the Property Manager for each of Chengdu Konggang, Hefei Mengchenglu and Hefei Changjiangxilu on 10 May 2021 will also expire on the earlier of (i) midnight of 10 May 2026 and (ii) midnight of the date of termination of the relevant individual property management agreements (the existing Chengdu Konggang, Hefei Mengchenglu and Hefei Changjiangxilu individual property management agreements are collectively referred to as the “**Existing Individual PMAs**”, and Chengdu Konggang, Hefei Mengchenglu and Hefei Changjiangxilu are collectively referred to as the “**Existing Managed Properties**”).

Thus, the Manager, the Property Manager and the Trustee will on a date after the AGM enter into the New Master PMA which will commence on 10 May 2026. New individual property management agreements will also be entered into for each of the Existing Managed Properties pursuant to the New Master PMA (the “**New Individual PMAs (Existing Managed Properties)**”). The New Individual PMAs (Existing Managed Properties) will be entered into by (i) the Manager, (ii) the Property Manager, (iii) Chengdu

Hualian Hongshun Property Management Co., Ltd. (as the onshore property manager for Chengdu Konggang) and Chengdu Hualian Hongshun Property Management Co., Ltd. (Hefei Branch) (as the onshore property manager for Hefei Mengchenglu and Hefei Changjiangxilu), each of which is a wholly-owned onshore subsidiary of the Sponsor (which is a related corporation of the Property Manager) in the People's Republic of China ("**PRC**"), (iv) each of the relevant onshore PRC subsidiaries of BHG Retail REIT which directly owns the Existing Managed Properties and (v) the Trustee. The New Individual PMAs (Existing Managed Properties) will be entered into on a date after the AGM and will commence on 10 May 2026. Pursuant to the terms of the New Master PMA, an individual property management agreement (the form of which is appended to the New Master PMA) (the "**Individual PMA**") will need to be entered into in respect of each PMA Property (as defined herein) and the Individual PMA contemplates the inclusion of an onshore property manager (which is a related corporation of the Property Manager) and the onshore property owner, where required. Accordingly, the New Individual PMAs (Existing Managed Properties), which will be entered into pursuant to the New Master PMA, are based on the Individual PMA and in substantially the same form as the Individual PMA.¹

Consistent with the approach under the Existing Master PMA and the master property management agreement which was entered into between the Manager, the Trustee and the Property Manager on 23 November 2015 in connection with the initial public offering of BHG Retail REIT which had expired on the midnight of 10 December 2020, the New Master PMA will not apply to Beijing Wanliu Mall and no individual property management agreement with the Property Manager and the onshore property manager will be entered into for Beijing Wanliu Mall. This is because Beijing Hualian Wanmao Shopping Mall Management Co., Ltd.² ("**Beijing Wanmao**") has directly appointed the property manager for Beijing Wanliu Mall since the initial public offering of BHG Retail REIT, and the Trustee and the Manager are not parties to this property management agreement as Beijing Wanliu Mall is not wholly-owned by BHG Retail REIT. Therefore, the two joint venture partners of Beijing Wanmao (one of them being BHG Retail REIT which holds 60% equity interest) have customarily been in direct discussions with the property manager on the property management arrangement for Beijing Wanliu Mall. For the avoidance of doubt, the Property Manager will not be receiving any fees in respect of Beijing Wanliu Mall as it is not providing property management, lease management, project management and marketing services in respect of Beijing Wanliu Mall, and BHG Retail REIT (through its 60% stake in Beijing Wanmao) has been paying fees to the property manager appointed for Beijing Wanliu Mall (and not the Property Manager).

Further, consistent with the approach under the Existing Master PMA, the New Master PMA does not apply to Dalian Jinsanjiao and Xining Huayuan and no individual property management agreement pursuant to the New Master PMA will be entered into for Dalian

¹ For the avoidance of doubt, the Individual PMA is only a form appended to the New Master PMA and is not a separate agreement that is entered into.

² Beijing Wanmao, the PRC holding company of Beijing Wanliu Mall, is a joint venture company invested by BHG Retail REIT and a third party, Beijing Wanliu Real Estate Group Co., Ltd. (北京万柳置业集团有限公司) a collective-owned enterprise, holding 60.0% and 40.0% of the entire issued equity interests respectively.

Jinsanjiao and Xining Huayuan because Dalian Jinsanjiao and Xining Huayuan are operating under a master lease to wholly-owned subsidiaries of Beijing Hualian Life Supermarket Co., Ltd. (“**BHL**”). Therefore, no property management services are required in respect of Dalian Jinsanjiao and Xining Huayuan as the wholly-owned subsidiaries of Beijing Hualian Life Supermarket Co., Ltd., as the master lessees, will directly take on the property management functions. For the avoidance of doubt, the Property Manager will not be receiving any fees in respect of Dalian Jinsanjiao and Xining Huayuan as it is not providing property management, lease management, project management and marketing services in respect of Dalian Jinsanjiao and Xining Huayuan.

Please refer to the following table which sets out whether each of the properties of BHG Retail REIT (i) was managed pursuant to the Existing Master PMA and (ii) will be managed pursuant to the New Master PMA.

	Chengdu Konggang	Hefei Mengchenglu	Hefei Changjiangxilu	Beijing Wanliu Mall	Dalian Jinsanjiao	Xining Huayuan
Subject to the Existing Master PMA	Yes	Yes	Yes	No	No	No
Subject to the New Master PMA	Yes	Yes	Yes	No	No	No

RATIONALE FOR THE ENTRY INTO THE NEW MASTER PMA

The Manager believes that the proposed entry into the New Master PMA will bring the following key benefits to BHG Retail REIT and its Unitholders:

- (i) the Property Manager has a proven track record of managing the Existing Managed Properties by maintaining their occupancy rates at healthy levels, and its group which also has a proven track record is a leading integrated retail group in the PRC, with more than 30 years of retail operating experience and forms an entire retail value chain which consists of the running of retail properties, supermarkets and luxury department stores; and
- (ii) continued stability and certainty in the management of the Existing Managed Properties.

(See paragraph 3 of the Letter to Unitholders for further details.)

Interested Person Transaction

As the Manager is a wholly-owned subsidiary of Beijing Hualian Mall (Singapore) Commercial Management Pte. Ltd. (“**BHM SCM**”), BHM SCM is a “controlling shareholder”

of the Manager for the purposes of the Listing Manual of the SGX-ST (the “**Listing Manual**”). As the Property Manager is also a wholly-owned subsidiary of BHM SCM, the Property Manager is an “associate” of BHM SCM (being a controlling shareholder of the Manager) and is therefore an interested person of BHG Retail REIT under the Listing Manual. Therefore, the entry into the New Master PMA will constitute an “interested person transaction” under Chapter 9 of the Listing Manual. BHM SCM is a wholly-owned subsidiary of the Sponsor.

While the Manager does not expect the aggregate value of the New Master PMA to exceed 5.0% of BHG Retail REIT’s latest audited net tangible assets (“**NTA**”) as at 31 December 2025, the Manager is seeking Unitholders’ approval for the proposed entry into the New Master PMA pursuant to Rule 906(1)(a) of the Listing Manual so that should such approval be obtained, the fees payable to the Property Manager and/or its related corporations and any agreement or individual property management agreement entered into from time to time by the Manager, Property Manager, and where applicable, the relevant onshore property manager (which is a related corporation of the Property Manager) and the relevant onshore property owner, pursuant to the New Master PMA shall not be subject to future aggregation or further Unitholders’ approval requirements under Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or bases of the property management fees and related expenses thereunder which are adverse to BHG Retail REIT.

By approving the entry into the New Master PMA, Unitholders are deemed to have approved the entry into the New Individual PMAs (Existing Managed Properties).

LETTER TO UNITHOLDERS

BHG RETAIL REAL ESTATE INVESTMENT TRUST

(a real estate investment trust constituted on 18 November 2015 under the laws of the Republic of Singapore)

MANAGED BY

BHG Retail Trust Management Pte. Ltd.

Directors of the Manager

Mr. Gan Chee Yen (Chairman and Independent Director)
Mr. George Quek Meng Tong (Independent Director)
Mr. Ong Tze Guan (Independent Director)
Mr. Xiong Zhen (Non-Independent Non-Executive Director)
Mr. Peng Ge (Non-Independent Non-Executive Director)

Registered Office

250 North Bridge Road,
Raffles City Tower #32-01
Singapore 179101

7 April 2026

To: Unitholders of BHG Retail Real Estate Investment Trust

Dear Sir/Madam

1. APPROVAL SOUGHT

The Manager is seeking approval from the Unitholders for the proposed entry into the New Master PMA by way of an Ordinary Resolution¹.

2. THE PROPOSED NEW MASTER PROPERTY MANAGEMENT AGREEMENT

The Manager proposes to continue the appointment of the Property Manager and/or its related corporations as property manager for the Existing Managed Properties and any new property in which interests are acquired during the term of the New Master PMA by BHG Retail REIT which BHG Retail REIT wholly owns or the Trustee has the right to appoint or procure the appointment of the Property Manager in respect of such property that is owned by BHG Retail REIT from time to time (whether directly or indirectly through SPVs) (the "**New Properties**", the Existing Managed Properties and the New Properties are collectively referred to as the "**PMA Properties**" and each of the PMA Properties shall be referred to as the "**PMA Property**") by entering into the New Master PMA. Pursuant to the terms of the New Master PMA, an Individual PMA (the form of which is appended to the New Master

¹ "**Ordinary Resolution**" means a resolution proposed and passed as such by a majority of votes being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the trust deed dated 18 November 2015 (as amended and supplemented) constituting BHG Retail REIT (the "**Trust Deed**").

PMA) will need to be entered into in respect of each PMA Property and the Individual PMA contemplates the inclusion of an onshore property manager (which is a related corporation of the Property Manager) and the onshore property owner, where required. Accordingly, the New Individual PMAs (Existing Managed Properties), which will be entered into pursuant to the New Master PMA, are based on the Individual PMA and in substantially the same form as the Individual PMA.²

The New Master PMA will be for a term of five years, and will be entered into on a date after the AGM. The New Master PMA will commence on 10 May 2026 (the “**Commencement Date**”) and shall expire on the earlier of (i) midnight of the date immediately preceding the fifth anniversary of the Commencement Date, and (ii) midnight of the date of termination of the New Master PMA. No later than the date falling six months before the expiry of the term, the Trustee (acting on the recommendation of the Manager) and the Manager shall be entitled, at its absolute discretion, to give written notice to the Property Manager to extend the appointment of the Property Manager for a further term of five years from the expiry of the term, on the same terms and conditions as are contained in the New Master PMA save for the clause on the extension of the term. The exercise of such option to extend for the additional five-year term is subject to Rules 905 and 906 of the Listing Manual and, accordingly, to the extent the approval of the independent Unitholders is required pursuant to Rule 906, the New Master PMA will be extended for an additional five-year term only if the requisite approval has been obtained. Any renewal of the New Master PMA for an additional five-year term will not affect the term of the New Individual PMAs (Existing Managed Properties) or any other individual property management agreement entered into pursuant to the New Master PMA during its first five-year tenure.³

The entry into the New Master PMA complies with all applicable laws and regulations including Appendix 6 of the Code on Collective Investment Schemes and PRC laws and regulations.

Upon the entry into the Individual PMA, the initial term of the Individual PMA is five years from the commencement date of the Individual PMA. Three months prior to expiry of the initial term of the Individual PMA, the Trustee (acting on the recommendation of the Manager) and the Manager may, at its absolute discretion, request to extend its appointment for a further five years on the same terms and conditions as are contained in the Individual PMA save for the clause on the extension of the term. The exercise of such option to extend for the additional five-

² For the avoidance of doubt, the Individual PMA is only a form appended to the New Master PMA and is not a separate agreement that is entered into.

³ For illustration purposes: if at the start of year 3 of the first five-year term of the New Master PMA, a new individual property management agreement is entered into for a five-year term, such new agreement will run from year 3 to year 7, and will not be affected even if the New Master PMA expires at the end of year 5. Conversely, it will also expire at the end of year 7 and will not be automatically renewed just because the New Master PMA is renewed for an additional five-year term until year 10.

year term is subject to Rules 905 and 906 of the Listing Manual.

The Property Manager⁴ will be providing property management services, lease management services, general management services, marketing services and project management services to the PMA Properties. Pursuant to the Individual PMA and consistent with the approach under the Existing Individual PMAs, the relevant onshore PRC subsidiaries of BHG Retail REIT which directly owns the PMA Properties (the “**Onshore Owner**”) shall permit the staff members of the Property Manager and/or the onshore property manager to occupy reasonably equipped office space at each of the PMA Properties at BHG Retail REIT’s expense without the Property Manager or the onshore property manager being required to pay any rent, service charge or any other sums in respect thereof. The key terms of the New Master PMA and the Individual PMA (including the fees payable by BHG Retail REIT to the Property Manager and/or the onshore property manager (subject to there being no double counting in payment)) are set out below.

The key terms of the New Master PMA, as well as the material differences between the New Master PMA and the Existing Master PMA (for which amendments to the Existing Master PMA have been made) are highlighted in the following paragraphs 2.1 to 2.8 of this Circular. Save as highlighted below, the terms of the New Master PMA are substantially the same as the terms of the Existing Master PMA and any other amendments to the Existing Master PMA are tidying up or clarificatory in nature.

Save as disclosed in this Circular, there are no other costs, fees and/or expenses payable under the New Master PMA.

The Manager is of the view that the key terms and fees under the New Master PMA, including the fee structures for the services provided by the Property Manager and/or the onshore property manager, are in line with market practices, based on a comparison of the key terms and fees of property management agreements for other Singapore REITs in the market.

2.1 Property Management Services

2.1.1 Fees

In respect of the property management services provided by the Property Manager and/or the onshore property manager, the Property Manager and/or the onshore property manager shall be entitled to receive from the Trustee or the Onshore Owner (subject to there being no double counting in payment) each quarter for each of the PMA Properties, a property management fee, paid quarterly in arrears in Units

⁴ As disclosed at page 45 of the Prospectus of BHG Retail REIT dated 2 December 2015, where a property of BHG Retail REIT is located outside of Singapore and is under the management of the Property Manager, the Property Manager may appoint and engage a local property manager to provide property management services and pay the local property manager for the provision of property management services. Any payment to such local property managers in connection with such management services will be paid by the Property Manager to such persons out of the property management fee received by the Property Manager, and not additionally out of the deposited property of BHG Retail REIT.

and/or cash, as the Property Manager and/or the onshore property manager may determine of (a) 2.0% per annum of gross revenue of the relevant PMA Property, and (b) 2.5% per annum of the net property income of the relevant PMA Property.

In line with the Existing Master PMA, the New Master PMA does not have separate rates for general management services and marketing services. The property management fees cover the Property Manager's remuneration for its provision of property management services (which includes, but is not limited to, the general management services and marketing services provided).

Consistent with the approach under the Existing Individual PMAs, the Individual PMA allows for the onshore property manager to receive the property management fee from the Onshore Owner in addition to the Trustee (subject to there being no double counting in payment), thereby providing an option for the fees to be directly settled onshore between the two onshore parties.

The fees have, to date, always been paid by the Onshore Owner, supported by the annual budget which is approved by the board of directors of the Manager. In the event that the Trustee is requested to pay fees to the Property Manager directly, the Manager will check and verify such payment requests before authorising the Trustee to proceed with payment, in order to ensure that there is no double counting. The payment processes under the New Master PMA and the Existing Master PMA are the same and have been approved by the board of directors of the Manager.

For the avoidance of doubt, there is no change in the above fees formula payable under the New Master PMA as compared to the Existing Master PMA.

2.1.2 Reimbursable Expenses

In respect of each of the PMA Properties, the Trustee or the Onshore Owner shall (subject to there being no double counting in payment) pay directly or, as the case may be, reimburse the Property Manager and/or the onshore property manager in full in cash if such payment has been made by the Property Manager and/or the onshore property manager, the agreed property related expenses (including but not limited to employee related expenses (excluding any employee's salary unless otherwise set out in the annual business plan and budget for that PMA Property as contemplated in the Individual PMA) paid to employees who are involved in the management of such PMA Property, as approved in the annual business plan and budget for that PMA Property, repair and maintenance expenses, utilities, property related taxes and other general administrative expenses) incurred.

Consistent with the approach under the Existing Individual PMAs, the Individual PMA allows for both the Onshore Owner and the Trustee to reimburse the onshore property manager (subject to there being no double counting in payment), thereby providing an option for the reimbursements to be directly settled onshore between the two onshore parties.

The Existing Master PMA and the Existing Individual PMAs contained an additional payment procedure which stated as follows:

“The direct payment or, as the case may be, reimbursement by the Trustee shall be net of any revenue generated by that Property that is collected by the Property Manager on behalf of BHG Retail REIT. Should the monies collected by the Property Manager on behalf of BHG Retail REIT, after deducting the reimbursable expenses, be a surplus, the net surplus shall be reimbursed by the Property Manager to the Trustee within thirty (30) days after the end of each financial year. Should the monies collected by the Property Manager on behalf of BHG Retail REIT, after deducting the reimbursable expenses, be a deficit, the net deficit shall be reimbursed by the Trustee to the Property Manager within thirty (30) days after the end of each financial year.”

However, under the Existing Individual PMAs, the Property Manager is required to utilise the operating account for the PMA Property to pay all costs and expenses incurred and pay all revenue generated by and from the PMA Property into the account of the Onshore Owner immediately upon its receipt. As the above payment procedure appears to suggest that reimbursable expenses are not paid from the operating account for the PMA Property, but instead paid using revenue not immediately banked into an account of the Onshore Owner, this payment procedure has been removed from the New Master PMA and the Individual PMA, such that the New Master PMA and the Individual PMA only contain one set of payment procedures for reimbursable expenses. The Manager is of the view that this deletion streamlines the payment procedures in the New Master PMA and the Individual PMA for consistency with both the clauses relating to the operating account and the account of the Onshore Owner, as well as the existing practices of the Trustee, the Onshore Owner and the Property Manager.

Compared to the Existing Master PMA and the Existing Individual PMAs, the New Master PMA and the Individual PMA streamline the payment procedures in line with the existing practices of the Trustee, the Onshore Owner and the Property Manager, which would improve internal controls and operations.

For the avoidance of doubt, there are no additional expenses that are reimbursable under the New Master PMA as compared to the Existing Master PMA.

2.2 Lease Management Services

2.2.1 Fees

In respect of the lease management services provided by the Property Manager and/or the onshore property manager (or each of their nominee) for each of the PMA Properties, the Property Manager and/or the onshore property manager shall be entitled to receive from the Trustee or the Onshore Owner (subject to there being no double counting in payment) in the form of cash, a one-time lease-up

commission of two months of the rental income received or receivable (after adjusting for leasing incentives such as rent rebates and rent-free periods where applicable, but excluding turnover rent, which is generally calculated as a pre-determined percentage of the tenant's gross turnover) as leasing commission for securing of new tenants for a tenancy of at least three years.

For the avoidance of doubt, there is no change in the above fees formula payable under the New Master PMA as compared to the Existing Master PMA.

2.3 Project Management Services

2.3.1 Fees

In respect of the project management services to be provided by the Property Manager and/or the onshore property manager to each of the PMA Properties, the Property Manager and/or the onshore property manager shall be entitled to receive from the Trustee or the Onshore Owner (subject to there being no double counting in payment), a project management fee based on the following for any development, re-development, refurbishment, retrofitting, addition and alteration or renovation works made to any of the PMA Properties:

- (i) a fee of 3.0% of the construction costs, where the construction costs amount exceeds S\$100,000 but does not exceed S\$1.0 million or the equivalent value in the relevant foreign currency for any other country;
- (ii) a fee of 2.0% of the construction costs, where the construction costs amount ranges between S\$1.0 million and S\$10.0 million or the equivalent value in the relevant foreign currency for any other country;
- (iii) provided that no fee will be collected, where the construction costs do not exceed S\$100,000 or the equivalent value in the relevant foreign currency for any other country; and
- (iv) (in the event that the construction costs amount to more than S\$10.0 million or the equivalent value in the relevant foreign currency for any other country), a fee to be mutually agreed by the parties.

For the purpose of calculating the fees payable to the Property Manager and/or the onshore property manager, "construction costs" means all construction costs and expenditure valued by the quantity surveyor engaged by the Trustee for the project, excluding development charges, differential premiums, statutory payments, consultants' professional fees and all applicable taxes.

In the event that the construction costs amount to more than S\$10.0 million or the equivalent value in the relevant foreign currency for any other country, to the extent that the project management fee payable to the Property Manager and/or the onshore property manager is required to be subject to the approval of the independent Unitholders pursuant to Rule 906 of the Listing Manual, the project

management fee will be paid only if the requisite approval has been obtained. Accordingly, by approving the entry into the New Master PMA, Unitholders are **not** deemed to have approved the project management fees payable to the Property Manager and/or the onshore property manager where the construction costs amount to more than S\$10.0 million or the equivalent value in the relevant foreign currency for any other country.

For the avoidance of doubt, there is no change in the above fees formula payable under the New Master PMA as compared to the Existing Master PMA.

2.3.2 Reimbursements

The Trustee or the Onshore Owner (subject to there being no double counting in payment) shall, at the request of the Property Manager and/or the onshore property manager, either pay directly or reimburse the Property Manager and/or the onshore property manager for the following project management expenses incurred:

- (i) costs for printing drawings, documents and other lithography expenses incurred for calling of tenders;
- (ii) costs for preparing and printing perspectives, plans, models and any materials required for marketing purposes and costs of all submissions to authorities;
- (iii) overseas and inter-state travelling (based on business class fare) and accommodation expenses and other similar disbursements in respect of the Property Manager and/or the onshore property manager acting on the instructions of the Trustee or the Onshore Owner for any purpose in connection with and/or arising out of the project;
- (iv) costs of tele-conferencing, telephone calls (including, but not limited to, mobile phone charges), video conferencing and/or project management portal in connection with and/or arising out of the project;
- (v) fees and deposits paid to various authorities on behalf of BHG Retail REIT;
- (vi) costs of leasing vehicles for use by project personnel for the project; and
- (vii) costs of constructing and setting up fully furnished site offices and engagement of office assistants for the project,

provided that such costs shall have been pre-approved by the Trustee or the Onshore Owner, and shall be supported, where available, by vouchers, receipts and other documentary evidence.

Such reimbursement of project management expenses shall be paid to (i) the Property Manager and/or the onshore property manager on a quarterly basis in arrears in respect of reimbursable costs and expenses incurred for that quarter, within 14 days after the Trustee's or the Onshore Owner's receipt of the relevant

invoices from the Property Manager and/or the onshore property manager for that quarter, or (ii) directly to the consultants or the entities rendering the invoice.

For the avoidance of doubt, there are no additional project management expenses that are reimbursable under the New Master PMA as compared to the Existing Master PMA.

2.4 Provision of Office Space

Where applicable, pursuant to the Individual PMA, the Onshore Owner shall permit the staff members of the Property Manager and/or the onshore property manager to occupy reasonably equipped office space at each of the PMA Properties at BHG Retail REIT's expense without the Property Manager or the onshore property manager being required to pay any rent, service charge or any other sums in respect thereof.

2.5 Termination

The Trustee (acting on the recommendation of the Manager) may terminate the appointment of the Property Manager under the New Master PMA, and the Trustee (acting on the recommendation of the Manager) and the Onshore Owner may terminate the appointment of the Property Manager and/or the onshore property manager under the Individual PMA, in each case on the occurrence of certain specified events which include: if the Property Manager and/or the onshore property manager (in the case of the Individual PMA) is voluntarily or involuntarily dissolved or declared bankrupt, insolvent or commits an act of bankruptcy or if an order is made or resolution is passed or a notice is issued convening a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator or judicial manager of or the winding up of the Property Manager and/or the onshore property manager (in the case of the Individual PMA), other than a members' voluntary liquidation solely for the purpose of a *bona fide* amalgamation or reconstruction, or the Property Manager and/or the onshore property manager (in the case of the Individual PMA) compounds with its creditors or has a receiver appointed over all or any part of its assets or a judicial manager is appointed in respect of the Property Manager and/or the onshore property manager (in the case of the Individual PMA) or the Property Manager and/or the onshore property manager (in the case of the Individual PMA) ceases to carry on business.

In the event of a sale of the PMA Properties, the Trustee (with the prior written consent of the Manager) and the Onshore Owner may terminate the appointment of the Property Manager and the onshore property manager under the Individual PMA by giving not less than 30 days' prior written notice to the Property Manager and the onshore property manager.

In addition, in relation to the New Master PMA, if either the Trustee or the Property Manager is in material breach of any of its obligations under the New Master PMA,

and within 60 days of receipt of written notice (or 120 days if remedial actions have been initiated within 60 days), fails to remedy the said breach (which is capable of remedy) of its obligations, the party who is not in breach may terminate the provision of services in respect of the relevant PMA Property on the terms of the New Master PMA upon giving 30 days' written notice to the party in breach.

In relation to the Individual PMA, if either the Trustee, the Onshore Owner, the Property Manager or the onshore property manager is in material breach of any of its obligations under the Individual PMA, and within 60 days of receipt of written notice (or 120 days if remedial actions have been initiated within 60 days), fails to cure the said breach (which is capable of remedy) of its obligations, the relevant party/parties who is/are not in breach may terminate the provision of services in respect of the relevant PMA Property on the terms of the Individual PMA upon giving 30 days' written notice to the party or parties in breach. Under the New Individual PMA, unlike the Existing Individual PMAs, the Trustee (acting on the recommendation of the Manager) and the Onshore Owner may also terminate the Individual PMA without cause by giving written notice to the Property Manager. The Individual PMA shall terminate upon the expiry of six months after the Property Manager's receipt of written notice.

On the termination of the appointment of the Property Manager, the Manager shall, as soon as practicable, procure the appointment of a replacement property manager for the relevant PMA Property.

2.5.1 Termination Fees

Upon termination of the appointment of the Property Manager and/or the onshore property manager under the Individual PMA, all amounts due and owing by the relevant parties in relation to the relevant PMA Property shall become immediately due and payable and the relevant parties must effect payment to each other within 30 days commencing from such termination subject to the prevailing applicable laws and regulations. For the avoidance of doubt, the Property Manager and the onshore property manager are not entitled to any compensation in respect of any termination of the Individual PMA or the New Master PMA.

2.6 Assignability

In relation to the New Master PMA, none of the Trustee, the Manager, or the Property Manager may assign or transfer any of its rights, benefits or obligations under the New Master PMA except, in the case of the Trustee, with the prior written consent of the Property Manager, and in the case of the Property Manager, with the prior written consent of the Trustee (acting on the recommendation of the Manager) and the Manager, except that the Trustee and the Manager is permitted to assign the benefit of, and any of its rights under the New Master PMA without the prior written consent of the Property Manager to a successor trustee or manager (as the case may be) of BHG Retail REIT for the time being.

In relation to the Individual PMA, none of the parties to the Individual PMA may assign or transfer any of its rights, benefits or obligations under the Individual PMA except, in the case of the Trustee, the Manager or the Onshore Owner, with the prior written consent of the Property Manager and/or the onshore property manager, and in the case of the Property Manager and/or the onshore property manager, with the prior written consent of the Trustee (acting on the recommendation of the Manager), the Manager and the Onshore Owner, except that (a) each of the Trustee and the Manager is permitted to assign the benefit of, and any of its rights under the Individual PMA without the prior written consent of the Property Manager and/or the onshore property manager to a successor trustee or manager (as the case may be) of BHG Retail REIT for the time being; and (b) each of the Trustee (acting on the recommendation of the Manager) or the Onshore Owner is permitted to assign and/or novate the Individual PMA such that its respective obligations under, the benefit of, and any of its rights under, the Individual PMA is transferred to a subsidiary of BHG Retail REIT.

2.7 Exclusion of Liability

In the absence of fraud, negligence, wilful default or breach of the New Master PMA or the Individual PMA (as the case may be) by the Property Manager (and the onshore property manager in the case of the Individual PMA), it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by it in good faith under the New Master PMA or the Individual PMA, as the case may be.

In addition, under the New Master PMA, the Trustee shall indemnify and keep the Property Manager indemnified from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses that the Property Manager may suffer or incur, save where they arise out of any breach of the New Master PMA, negligence, fraud or wilful default by the Property Manager, its employees, agents, delegates or attorneys.

Under the Individual PMA, the Onshore Owner shall indemnify and keep the Property Manager and the onshore property manager indemnified from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses that the Property Manager and the onshore property manager may suffer or incur, save where they arise out of any breach of the Individual PMA, negligence, fraud or wilful default by the Property Manager and the onshore property manager, their employees, agents, delegates or attorneys.

2.8 No Restriction on Property Manager

Under the New Master PMA and the Individual PMA, the Property Manager (and the onshore property manager in the case of the Individual PMA) may provide services similar to those contemplated under the New Master PMA and the Individual PMA to other parties operating in the same or similar business as BHG

Retail REIT, or in other businesses, save that it shall take all reasonable or necessary steps to minimise or resolve any conflicts of interests which may arise thereto.

3. THE RATIONALE FOR THE ENTRY INTO THE NEW MASTER PMA

The Manager believes that the proposed entry into the New Master PMA will bring the following key benefits to BHG Retail REIT and its Unitholders:

3.1 Proven Track Record of the Property Manager and its Group

The Property Manager has a proven track record of managing the Existing Managed Properties by maintaining their occupancy rates at healthy levels.

For Unitholders' information, the Property Manager's track record in maintaining the occupancy rates over the last three years is set out below.

Property	Occupancy Rate		
	31 Dec 2023	31 Dec 2024	31 Dec 2025
Beijing Wanliu Mall	98.1%	97.8%	96.5%
Chengdu Konggang	96.1%	95.5%	95.0%
Hefei Mengchenglu ⁽¹⁾	92.6%	94.1%	89.9%
Hefei Changjiangxilu ⁽¹⁾	86.3%	87.5%	78.4%
Dalian Jinsanjiao	100.0%	100.0%	100.0%
Xining Huayuan	100.0%	100.0%	100.0%
Portfolio	95.6%	95.8%	93.4%

Note:

(1) Occupancy rates are lower as a result of ongoing repositioning and asset enhancement initiatives.

In addition, the Property Manager is a wholly-owned subsidiary of the Sponsor, which is an established PRC home-grown retail property operator and one of the first companies to be engaged in retail property management in the PRC, whose focus is mainly on the ownership and management of community retail properties. The Sponsor has been listed on the Shenzhen Stock Exchange since June 1998. The Sponsor has established a strong and efficient management platform supported by a dedicated and experienced management team. Together with its strong management platform, the Sponsor possesses a large network of relationships with existing and potential tenants that will benefit BHG Retail REIT. Further, both the Manager and the Property Manager are indirect wholly-owned subsidiaries of the Sponsor. Thus, to appoint the Property Manager pursuant to the

New Master PMA will allow the execution of a coordinated strategy to ensure consistently high levels of operational performance. The Sponsor is also part of BHG Group, which includes, *inter alia*, Beijing Hualian Group Investment Holding Co., Ltd. (“**BHGIH**”), the Sponsor and BHL. The BHG Group is a leading integrated retail group in the PRC, with more than 30 years of retail operating experience and forms an entire retail value chain which consists of the running of retail properties, supermarkets and luxury department stores. BHG Group possesses a strong branding in the PRC, an established mall operation capability and a wide network of retail properties. By appointing the Property Manager pursuant to the New Master PMA, BHG Retail REIT can tap on the operational synergies among members of the BHG Group.

3.2 Continued stability and certainty in the management of the Existing Managed Properties

The entry into the New Master PMA and the New Individual PMAs (Existing Managed Properties) for a fresh term of five years will continue to provide operational stability in relation to the management of the PMA Properties by the Property Manager. This ensures that the management of the PMA Properties continues for a longer uninterrupted period of time, and improves the stability of the property management of the Existing Managed Properties, in line with the approach that was adopted under the Existing Individual PMAs.

4. DISCLOSURE OF INTEREST

4.1 Interests of Directors and Substantial Unitholders

As at 2 April 2026, being the latest practicable date prior to the date of this Circular (the “**Latest Practicable Date**”), certain directors of the Manager (“**Directors**”) collectively hold an aggregate direct and indirect interest in 250,000 Units. Further details of the interests in Units of the Directors and Substantial Unitholders⁵ are set out below.

Based on the Register of Directors’ Unitholdings maintained by the Manager, the direct and deemed interests of the Directors in the Units as at the Latest Practicable Date are as follows:

Name of Director	Direct Interest		Deemed Interest		Total No. of Units held	%
	No. of Units held	%	No. of Units held	%		
Gan Chee	-	-	-	-	-	-

⁵ “**Substantial Unitholder**” means a person with an interest in Units constituting not less than 5.0% of the total number of Units in issue.

Name of Director	Direct Interest		Deemed Interest		Total No. of Units held	%
	No. of Units held	%	No. of Units held	%		
Yen						
George Quek Meng Tong	-	-	-	-	-	-
Ong Tze Guan	-	-	-	-	-	-
Xiong Zhen	125,000	0.02	-	-	125,000	0.02
Peng Ge	125,000	0.02	-	-	125,000	0.02

Based on the Register of Substantial Unitholders' Unitholdings maintained by the Manager, the Substantial Unitholders and their interests in the Units as at the Latest Practicable Date are as follows:

Name of Unitholder	Direct Interest		Deemed Interest		Total No. of Units held	%
	No. of Units held	%	No. of Units held	%		
Beijing Hualian Group Investment Holding Co., Ltd. ⁽¹⁾	-	-	201,922,127	38.86	201,922,127	38.86
Beijing Hua Lian Group (Singapore) International Trading Pte. Ltd.	151,659,997	29.19	-	-	151,659,997	29.19
Beijing Hualian Department Store Co., Ltd. ⁽²⁾	-	-	41,953,622	8.07	41,953,622	8.07
Beijing Hualian Mall (Singapore) Commercial Management Pte. Ltd. ⁽²⁾	25,820,489	4.97	16,133,133	3.11	41,953,622	8.07
Hainan Hong Ju Industrial Co., Ltd. ⁽³⁾	-	-	201,922,127	38.86	201,922,127	38.86

Name of Unitholder	Direct Interest		Deemed Interest		Total No. of Units held	%
	No. of Units held	%	No. of Units held	%		
Hainan Hong Ju Culture Media Group Limited ⁽⁴⁾	-	-	201,922,127	38.86	201,922,127	38.86
Qianhai International Holdings Co., Limited ⁽⁵⁾	67,672,900	13.02	-	-	67,672,900	13.02
Chanchai Ruayrungruang ⁽⁶⁾	-	-	67,062,900	12.91	67,062,900	12.91
Zhang Chongyu ⁽⁷⁾	62,292,440	11.99	-	-	62,292,440	11.99

Notes:

- (1) BHGIH wholly owns Beijing Hua Lian Group (Singapore) International Trading Pte. Ltd. (“**BHG SIT**”) and is deemed interested in the 151,659,997 Units held by BHG SIT.

BHGIH holds more than 20% of the total issued equity interest of BHL which in turn wholly owns Beijing Hualian Hypermarket (Singapore) Purchasing Pte. Ltd. (“**BHH SPP**”) and is deemed interested in the 8,308,508 Units held by BHH SPP.

BHGIH holds more than 20% of the total issued equity interest of the Sponsor, which in turn wholly owns BHM SCM. Accordingly, BHGIH is deemed interested in the total Units deemed interested by the Sponsor.

Accordingly, BHGIH is deemed interested in an aggregate of 201,922,127 Units.

- (2) The Sponsor wholly owns BHM SCM and is deemed interested in the 25,820,489 Units owned by BHM SCM.

BHM SCM in turn wholly owns the Property Manager and the Manager. Accordingly, the Sponsor is deemed interested in an aggregate of 16,133,133 Units, which comprise 8,526,481 Units owned by the Manager and 7,606,652 Units owned by the Property Manager.

- (3) Hainan Hong Ju Industrial Co., Ltd. holds 30% of the total issued equity interest of BHGIH and is deemed interested in the Units that BHGIH is deemed interested in.

- (4) Hainan Hong Ju Culture Media Group Limited holds 51% of the total issued equity interest of Hainan Hong Ju Industrial Co., Ltd and is deemed interested in the Units that Hainan Hong Ju Industrial Co., Ltd is deemed interested in.

- (5) Qianhai International Holdings Co., Limited is deemed to have an interest in the 67,672,900 Units held through its nominee.

- (6) Dr Chanchai Ruayrungruang is deemed to have an interest in the 67,062,900 Units held through his nominee.

- (7) Mr Zhang Chongyu is deemed to have an interest in the 62,292,440 Units held through his nominee.

Save as disclosed above and based on information available to the Manager as at the Latest Practicable Date, none of the Directors or the Substantial Unitholders

has an interest, direct or indirect, in the entry into the New Master PMA.

4.2 Directors' Service Contracts

No person is proposed to be appointed as a director of the Manager in connection with the entry into the New Master PMA or any other transactions contemplated in relation to the entry into the New Master PMA.

5. REQUIREMENT FOR UNITHOLDERS' APPROVAL

5.1 Interested Person Transaction

Under Chapter 9 of the Listing Manual, where BHG Retail REIT proposes to enter into a transaction with an interested person (as defined in the Listing Manual) and the value of the transaction (either in itself or when aggregated with the value of other transactions, each of a value equal to or greater than S\$100,000, with the same interested person during the same financial year) is equal to or exceeds 5.0% of BHG Retail REIT's latest audited NTA, Unitholders' approval is required in respect of the transaction.

For the Unitholders' information, the total fees (including leasing commission) paid to the Property Manager over the past three financial years of BHG Retail REIT are set out below.

Financial Year	Hefei Mengchenglu	Chengdu Konggang	Hefei Changjiangxilu	Total
2023	S\$70,902	S\$391,975	S\$158,415	S\$621,292
2024	S\$70,031	S\$467,935	S\$138,694	S\$676,660
2025	S\$60,524	S\$401,342	S\$101,716	S\$563,582

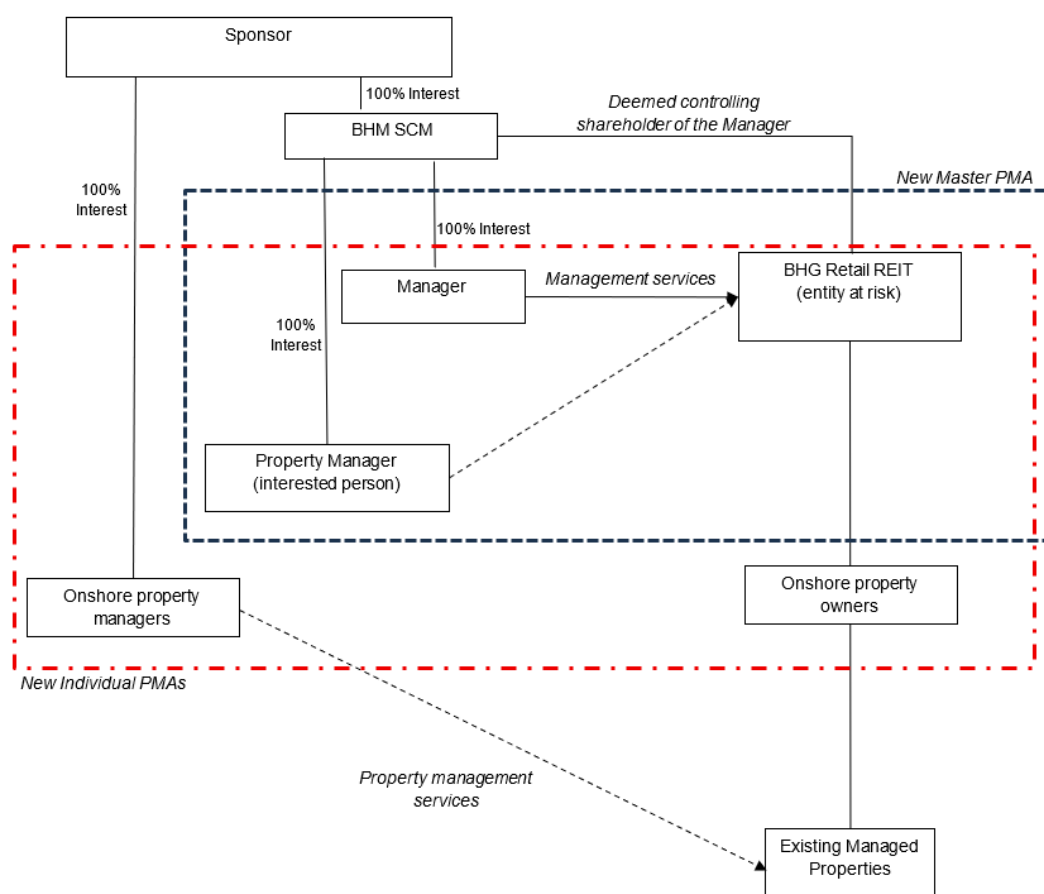
Based on BHG Retail REIT's audited consolidated financial statements for the financial year from 1 January 2025 to 31 December 2025 ("FY 2025"), the latest audited NTA of BHG Retail REIT as at 31 December 2025 was approximately S\$353.9 million⁶. Accordingly, if the value of a transaction which is proposed to be entered into by the Trustee during the current financial year ending 31 December 2026 with an interested person is, either in itself or in aggregation with all other earlier transactions (each of a value equal to or greater than S\$100,000) entered into with the same interested person during the current financial year ending 31 December 2026, equal to or greater than approximately S\$17.7 million, being 5.0% or more of the latest audited NTA, such a transaction would be subject to approval

⁶ For the avoidance of doubt, the NTA of BHG Retail REIT as at 31 December 2025 excludes net assets attributable to non-controlling interests.

from Unitholders.

As the Manager is a wholly-owned subsidiary of BHM SCM, BHM SCM is a “controlling shareholder” of the Manager for the purposes of the Listing Manual. As the Property Manager is also a wholly-owned subsidiary of BHM SCM, the Property Manager is an “associate” of BHM SCM (being a controlling shareholder of the Manager) and is therefore an interested person of BHG Retail REIT under the Listing Manual. Therefore, the entry into the New Master PMA will constitute an “interested person transaction” under Chapter 9 of the Listing Manual. BHM SCM is a wholly-owned subsidiary of the Sponsor.

Please see below for a diagram setting out the relationship between the various interested persons and BHG Retail REIT.



As at the Latest Practicable Date, the value of all interested person transactions (as aggregated under Rule 905 of the Listing Manual) entered into between BHG Retail REIT and BHM SCM and its subsidiaries and associates during the course of the current financial year ending 31 December 2026 (excluding the proposed entry into the New Master PMA and any transactions with a value of less than S\$100,000) is approximately S\$0.7 million (which is approximately 0.21% of BHG Retail REIT’s latest audited NTA and latest audited NAV as at 31 December 2025).

The value of all interested person transactions (as aggregated under Rule 905 of the Listing Manual) entered into during the course of the current financial year up to the Latest Practicable Date between BHG Retail REIT and all interested persons (including BHM SCM, its subsidiaries and associates) (excluding the proposed entry into the New Master PMA and any transactions with a value of less than S\$100,000) is approximately S\$0.7 million.

While the Manager does not expect the aggregate value of the New Master PMA to exceed S\$17.7 million⁷, being 5.0% of the latest audited NTA, the Manager is seeking Unitholders' approval for the proposed entry into the New Master PMA pursuant to Rule 906(1)(a) of the Listing Manual so that should such approval be obtained, the fees payable to the Property Manager and/or its related corporations and any agreement or individual property management agreement entered into from time to time by the Manager, Property Manager, and where applicable, the relevant onshore property manager (which is a related corporation of the Property Manager) and the relevant onshore property owner, pursuant to the New Master PMA shall not be subject to future aggregation or further Unitholders' approval requirements under Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or bases of the property management fees and related expenses thereunder which are adverse to BHG Retail REIT.

For the avoidance of doubt, the aggregate value of the New Master PMA referred to above does not include any extension of the appointment of the Property Manager for a further term of five years from the expiry of the term.⁸ As stated in paragraph 2 above, the exercise of the option to extend for the additional five-year term is subject to Rules 905 and 906 of the Listing Manual and, accordingly, to the extent the approval of the independent Unitholders is required pursuant to Rule 906, the New Master PMA will be extended for an additional five-year term only if the requisite approval has been obtained.

By approving the entry into the New Master PMA, Unitholders are deemed to have approved the entry into the New Individual PMAs (Existing Managed Properties).

⁷ For illustration purposes only, the Manager estimates that the total fees payable to the Property Manager and the relevant onshore property manager during the five-year term under the New Individual PMAs (Existing Managed Properties) is S\$3.1 million. This figure is extrapolated based on the fees paid to the Property Manager from the financial year ended 31 December 2023 to FY 2025. Although this is less than 5.0% of the last audited NTA, the Manager is seeking Unitholders' approval for the proposed entry into the New Master PMA so that should such approval be obtained, it can enter into further agreements or individual property management agreements in respect of future properties of BHG Retail REIT to be managed pursuant to the New Master PMA during the term of the New Master PMA, and all such amounts payable to the Property Manager, and where applicable, the relevant onshore property manager (which is a related corporation of the Property Manager) will not be subject to future aggregation or further Unitholders' approval requirements under Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or the bases of the property management fees and related expenses thereunder which are adverse to BHG Retail REIT.

⁸ For illustration purposes only, the Manager estimates that based on the current economic and geopolitical uncertainties, the total fees payable to the Property Manager and the relevant onshore property manager during the extended additional five-year term under the New Individual PMAs (Existing Managed Properties) will be similar to the fees for the initial five-year term.

6. OPINION OF THE INDEPENDENT FINANCIAL ADVISER

The Manager has appointed Ernst & Young Corporate Finance Pte. Ltd. as the IFA pursuant to Rule 921(4)(a) of the Listing Manual, as well as to advise the independent Directors (the “**Independent Directors**”), the audit and risk committee of the Manager (the “**Audit and Risk Committee**”) and the Trustee in relation to the New Master PMA. A copy of the letter from the IFA (the “**IFA Letter**”), containing its advice in full in relation to the New Master PMA, is set out in **Appendix A** of this Circular. Unitholders are advised to read the IFA Letter in its entirety carefully.

Based on the considerations set out in the IFA Letter and subject to the qualifications and assumptions made in the IFA Letter, and based on, among others, the following:

- (a) rationale for and benefits of the New Master PMA;
- (b) the terms of the New Master PMA being substantially the same as the terms of the Existing Master PMA, and the terms of the New Individual PMAs (the form of which is appended to the New Master PMA) being substantially the same form as the Existing Individual PMAs;
- (c) the highlighted differences between the Existing Individual PMAs and the Individual PMA which are intended to improve the implementation as they provide an option for direct settlement of fees onshore between the two onshore parties;
- (d) the services to be provided by the Property Manager and its related corporations under the New Master PMA;
- (e) the terms of the New Master PMA, including the fees payable to the Property Manager;
- (f) no changes in the fee formula and no additional expenses that are reimbursable under the New Master PMA as compared to the Existing Master PMA;
- (g) evaluation of fees under the New Master PMA against the fees under the property management agreements of comparable REITs and property business trusts listed on the SGX-ST with retail assets located in the PRC;
- (h) the New Master PMA being applied to the PMA Properties, comprising the Existing Managed Properties and New Properties, and not to Beijing Wanliu Mall (as it is not wholly-owned by BHG Retail REIT) and the properties under a master lease to wholly-owned subsidiaries of BHL (being Dalian Jinsanjiao and Xining Huayuan);
- (i) the term of New Master PMA and the Individual PMA being five (5) years from the Commencement Date and the termination events set out in the New Master PMA and the Individual PMA;

- (j) the renewal of the New Master PMA and the Individual PMA for an additional five-year term being subject to Rules 905 and 906 of the Listing Manual; and
- (k) the entry into the New Master PMA complies with all applicable laws and regulations including Appendix 6 of the Code on Collective Investment Schemes and PRC laws and regulations,

the IFA is of the opinion that the New Master PMA is on normal commercial terms and is not prejudicial to the interests of BHG Retail REIT and its minority Unitholders.

Accordingly, the IFA is of the opinion that the Independent Directors and the Audit and Risk Committee can recommend that Unitholders vote in favour of the resolution in connection with the entry into the New Master PMA to be proposed at the AGM (the “**Resolution**”).

7. RECOMMENDATION

Based on the opinion of the IFA (as set out in the IFA Letter in **Appendix A** of this Circular) and having regard to the rationale for and the terms of the New Master PMA, the Independent Directors and the Audit and Risk Committee are of the opinion that the terms of the New Master PMA are based on normal commercial terms and are not prejudicial to the interests of BHG Retail REIT and its minority Unitholders.

Accordingly, the Independent Directors and the Audit and Risk Committee recommend that Unitholders vote at the AGM in favour of the Resolution (by way of an Ordinary Resolution) to approve the entry into the New Master PMA.

8. ANNUAL GENERAL MEETING

The AGM will be convened and held at Raffles City Convention Centre, Level 4, Minto Room, 80 Bras Basah Rd, Singapore 189560 on Tuesday, 28 April 2026 at 10.30 a.m. (Singapore Time) for the purpose of considering and, if thought fit, passing with or without modification, the resolutions set out in the Notice of AGM. The purpose of this Circular is to provide Unitholders with relevant information about the resolution in relation to the entry into the New Master PMA. Approval by way of an Ordinary Resolution is required in respect of the Resolution.

A Depositor shall not be regarded as a Unitholder entitled to attend the AGM and to speak and vote thereat unless he is shown to have Units entered against his name in the Depository Register, as certified by The Central Depository (Pte) Limited as at 48 hours before the AGM.

9. ABSTENTIONS FROM VOTING

Rule 919 of the Listing Manual prohibits interested persons and their associates (as defined in the Listing Manual) from voting on a resolution in relation to a matter in respect of which such persons are interested at the AGM.

Given that the New Master PMA will be entered into by the Manager and the Property Manager, the Manager and the Property Manager will abstain, and will procure their associates (including BHM SCM and the Sponsor) to abstain from voting at the AGM on the Resolution. Although BHGIH⁹ and BHH SPP¹⁰ are not associates of the Manager and the Property Manager under the Listing Manual, in the interests of good corporate governance, each of BHGIH and BHH SPP will also abstain from voting at the AGM on the resolution to approve the entry into the New Master PMA. Further, in the interest of good corporate governance, Mr Xiong Zhen and Mr Peng Ge¹¹ will also abstain from voting at the AGM on Resolution 4 (i.e. the resolution to approve the entry into the New Master PMA).

10. ACTION TO BE TAKEN BY UNITHOLDERS

10.1 Date, Time and Conduct of the AGM

As stated in paragraph 8 above, the AGM will be convened and held at Raffles City Convention Centre, Level 4, Minto Room, 80 Bras Basah Rd, Singapore 189560 on Tuesday, 28 April 2026 at 10.30 a.m. (Singapore Time).

The Manager's Chairman, Mr Gan Chee Yen, and Chief Executive Officer, Ms Chan Iz-Lynn, will conduct the proceedings of the AGM. All substantial and relevant questions which the Unitholders have submitted in advance will be addressed prior to or during the AGM.

10.2 Notice of AGM and Proxy Form

Printed copies of the Notice of AGM, the accompanying proxy form ("**Proxy Form**") and the accompanying notification and request form ("**Notification and Request Form**") will be sent to Unitholders by post. However, printed copies of this Circular will not be sent to Unitholders. Unitholders who wish to receive a printed copy of this Circular will have to submit the Notification and Request Form which can also be downloaded from BHG Retail REIT's website at the URL <http://bhgreit.listedcompany.com/newsroom.html> or from the SGX-ST's website at the URL <https://www.sgx.com/securities/company-announcements>. The Notice of

⁹ BHGIH holds a 28.19% interest in the Sponsor as at the Latest Practicable Date, and is therefore not a holding company of the Sponsor, BHM SCM, the Manager and the Property Manager. BHGIH is therefore not an associate of the Manager and the Property Manager.

¹⁰ BHGIH holds more than 20% of the total issued equity interest of BHL which in turn wholly owns BHH SPP as at the Latest Practicable Date. As the Sponsor, BHM SCM, the Manager and the Property Manager do not hold any interest in BHH SPP, BHH SPP is not an associate of the Manager and the Property Manager.

¹¹ Mr Xiong Zhen and Mr Peng Ge are employees of the BHGIH group of companies and are therefore designated as Non-Independent Directors of the Manager.

AGM will also be available on BHG Retail REIT's website at the URL <http://bhgreit.listedcompany.com/newsroom.html> and will also be made available on the SGX-ST's website at the URL <https://www.sgx.com/securities/company-announcements>.

If a Unitholder is unable to attend the AGM and wishes to appoint a proxy to attend and vote on his behalf, he should complete, sign and return the Proxy Form in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the company secretary of the Manager at the office of the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632, not later than 26 April 2026 at 10.30 a.m., being 48 hours before the time fixed for the AGM. The completion and return of the Proxy Form by a Unitholder will not prevent him from attending and voting in person if he so wishes. Persons who have an interest in the approval of the resolutions must decline to accept appointment as proxies unless the Unitholder concerned has specific instructions in his Proxy Form as to the manner in which his votes are to be cast in respect of the resolution.

10.3 Key Dates and Times

The table below sets out the key dates/deadlines for Unitholders to note:

Key dates	Actions
5.00 p.m. on 14 April 2026 (Tuesday)	<ul style="list-style-type: none"> ▪ Deadline for Unitholders to submit questions in advance.
5.00 p.m. on 17 April 2026 (Friday)	<ul style="list-style-type: none"> ▪ Deadline for Central Provident Fund (“CPF”) or Supplemental Retirement Scheme (“SRS”) investors who wish to appoint the Chairman of the AGM as proxy to approach their respective CPF Agent Banks or SRS Operators to submit their votes.
5.30 p.m. on 17 April 2026 (Friday)	<ul style="list-style-type: none"> ▪ Deadline for Unitholders who wish to receive printed copies of the Annual Report and/or this Circular to submit their requests via the Notification and Request Form.
10.30 a.m. on 26 April 2026 (Sunday)	<ul style="list-style-type: none"> ▪ Deadline for Unitholders to submit Proxy Forms.

<p>10.30 a.m. on 28 April 2026 (Tuesday)</p>	<ul style="list-style-type: none"> ▪ Attend the AGM in person at Raffles City Convention Centre, Level 4, Minto Room, 80 Bras Basah Rd, Singapore 189560. Unitholders, including CPF and SRS investors, and (where applicable) duly appointed proxies, will need to register in person at the registration counter(s) outside the AGM venue on the day of the AGM, Unitholders, including CPF and SRS investors or, where applicable, their appointed proxy(ies) who will be attending the AGM in person should bring along their NRIC/passport so as to enable the verification of their identity on the day of the AGM to enter the AGM and (where applicable) to be provided with a handheld device for electronic voting at the AGM.
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11. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the entry into the New Master PMA, BHG Retail REIT and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

12. CONSENT

The IFA (being Ernst & Young Corporate Finance Pte. Ltd.) has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and the IFA Letter and all references thereto, in the form and context in which they are included in this Circular.

13. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at the registered office of the Manager¹² at 250 North Bridge Road, Raffles City Tower #32-01 Singapore 179101 from the date of this Circular up to and including the date falling three months after the date of this Circular:

- (i) a copy of the New Master PMA;

¹² Prior appointment with the Manager (telephone number: +65 6805 8288) will be appreciated.

- (ii) a copy of the IFA Letter; and
- (iii) the written consent of the IFA as referred to in paragraph 12 of this Circular.

The Trust Deed will also be available for inspection at the registered office of the Manager, for so long as BHG Retail REIT is in existence.

Yours faithfully

BHG Retail Trust Management Pte. Ltd.

(as manager of BHG Retail Real Estate Investment Trust)

Mr. Gan Chee Yen

Chairman and Independent Director

7 April 2026

IMPORTANT NOTICE

This Circular does not constitute or form part of an offer, invitation or solicitation of any offer to purchase or subscribe for any securities of BHG Retail REIT in Singapore or any other jurisdictions.

The value of the Units and the income derived from them may fall as well as rise. Units are not obligations of, deposits in, or guaranteed by, the Manager, or any of its affiliates. An investment in the Units is subject to investment risks, including the possible loss of the principal amount invested.

Unitholders have no right to request that the Manager redeem or purchase their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on Singapore Exchange Securities Trading Limited (the “**SGX-ST**”). Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

The past performance of BHG Retail REIT is not necessarily indicative of the future performance of BHG Retail REIT. Similarly, the past performance of the Manager is not indicative of the future performance of the Manager.

This Circular may contain forward-looking statements that involve assumptions, risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from similar developments, shifts in expected levels of property rental income, changes in operating expenses (including employee wages, benefits and training costs), property expenses and governmental and public policy changes. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the Manager’s current view of future events.

If you have sold or transferred all your Units, you should immediately forward this Circular, together with the Notice of Annual General Meeting and the accompanying Proxy Form to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

This Circular is not for distribution, directly or indirectly, in or into the United States of America (“**United States**” or “**U.S.**”). It is not an offer of securities for sale into the United States. The Units may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended) unless they are registered or exempt from registration. There will be no public offer of securities in the United States.

GLOSSARY

In this Circular, the following definitions apply throughout unless otherwise stated:

“AGM”	:	The annual general meeting of BHG Retail REIT for FY 2025
“Audit and Risk Committee”	:	The audit and risk committee of the Manager
“Beijing Wanmao”	:	Beijing Hualian Wanmao Shopping Mall Management Co., Ltd.
“BHG Retail REIT”	:	BHG Retail Real Estate Investment Trust
“BHG SIT”	:	Beijing Hua Lian Group (Singapore) International Trading Pte. Ltd.
“BHG IH”	:	Beijing Hualian Group Investment Holdings Co., Ltd.
“BHH SPP”	:	Beijing Hualian Hypermarket (Singapore) Purchasing Pte. Ltd.
“BHL”	:	Beijing Hualian Life Supermarket Co., Ltd.
“BHM SCM”	:	Beijing Hualian Mall (Singapore) Commercial Management Pte. Ltd.
“Circular”	:	Circular dated 7 April 2026 issued by the Manager to the Unitholders
“Commencement Date”	:	being 10 May 2026 where the New Master PMA will commence
“CPF”	:	Central Provident Fund
“Directors”	:	The directors of the Manager
“Existing Individual PMAs”	:	The individual property management agreements entered into between the Trustee, the Manager and the Property Manager in respect of the Existing Managed Properties
“Existing Managed Properties”	:	Hefei Mengchenglu, Chengdu Konggang and Hefei Changjiangxilu
“Existing Master PMA”	:	The master property management agreement dated 10 May 2021 entered into between the Trustee, the Manager and the Property Manager in respect of properties of BHG Retail REIT
“FY 2025”	:	The financial year from 1 January 2025 to 31 December 2025
“IFA Letter”	:	The letter from the IFA, appointed by the Manager

pursuant to Rule 921(4)(a) of the Listing Manual, containing its advice as set out in **Appendix A** of this Circular

“IFA”	:	Ernst & Young Corporate Finance Pte. Ltd., in its capacity as the independent financial adviser
“Independent Directors”	:	The independent directors of the Manager
“Individual PMA”	:	An individual property management agreement (the form of which is appended to the New Master PMA) which will need to be entered into in respect of each PMA Property pursuant to the New Master PMA
“Latest Practicable Date”	:	2 April 2026, being the latest practicable date prior to the date of this Circular
“Listing Manual”	:	The Listing Manual of the SGX-ST, as may be amended or modified from time to time
“Manager”	:	BHG Retail Trust Management Pte. Ltd., as manager of BHG Retail REIT
“New Individual PMAs (Existing Managed Properties)”	:	The proposed individual property management agreements to be entered into between the Trustee, the Manager, the Property Manager, the relevant onshore property manager (i.e. Chengdu Hualian Hongshun Property Management Co., Ltd. (as onshore property manager for Chengdu Konggang) or Chengdu Hualian Hongshun Property Management Co., Ltd. (Hefei Branch) (as onshore property manager for Hefei Mengchenglu and Hefei Changjiangxilu)) and each of the relevant onshore PRC subsidiaries of BHG Retail REIT which directly owns the Existing Managed Properties that will commence on 10 May 2026
“New Master PMA”	:	The proposed master property management agreement to be entered into on a date after the AGM and commencing on 10 May 2026 between the Trustee, the Manager and the Property Manager in respect of properties of BHG Retail REIT
“New Properties”	:	Any new property in which interests are acquired during the term of the New Master PMA by BHG Retail REIT which BHG Retail REIT wholly owns or the Trustee has the right to appoint or procure the appointment of the Property Manager in respect of such PMA Property
“Notice of AGM”	:	Notice of Annual General Meeting

“Notification and Request Form”	:	The notification and request form for a printed copy of the Annual Report and/or this Circular
“NTA”	:	Net tangible assets
“Onshore Owner”	:	Each of the relevant onshore PRC subsidiaries of BHG Retail REIT which directly owns the relevant PMA Properties
“Ordinary Resolution”	:	A resolution proposed and passed as such by a majority of votes being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
“PMA Properties”	:	The Existing Managed Properties and the New Properties
“PMA Property”	:	Each of the PMA Properties
“PRC”	:	The People’s Republic of China
“Property Manager”	:	BHG Mall (Singapore) Property Management Pte. Ltd.
“Proxy Form”	:	The instrument appointing a proxy(ies)
“Resolution”	:	The resolution in connection with the entry into the New Master PMA to be proposed at the AGM
“S\$”	:	The lawful currency of the Republic of Singapore
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Sponsor”	:	Beijing Hualian Department Store Co., Ltd.
“SPVs”	:	Special purpose vehicles
“SRS”	:	Supplemental Retirement Scheme
“Substantial Unitholder”	:	A person with an interest in Units constituting not less than 5.0% of the total number of Units in issue
“Trust Deed”	:	The trust deed dated 18 November 2015 (as amended and supplemented) constituting BHG Retail REIT
“Trustee”	:	DBS Trustee Limited, in its capacity as trustee of BHG Retail REIT
“Unitholders”	:	Unitholders of BHG Retail REIT
“Units”	:	Units in BHG Retail REIT

The terms “Depositor” and “Depository Register” shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act 2001 of Singapore.

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

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

Any reference to a date or time of a day in this Circular shall be a reference to Singapore date and time unless otherwise stated.

APPENDIX A
INDEPENDENT FINANCIAL ADVISER'S LETTER

7 April 2026

**The Independent Directors and the Audit and Risk Committee of
BHG Retail Trust Management Pte. Ltd.**

(As Manager of BHG Retail Real Estate Investment Trust)

250 North Bridge Road
Raffles City Tower #32-01
Singapore 179101

DBS Trustee Limited

(As Trustee of BHG Retail Real Estate Investment Trust)

12 Marina Boulevard
Marina Bay Financial Centre
Singapore 018982

Dear Sirs:

**THE PROPOSED ENTRY INTO THE NEW MASTER PROPERTY MANAGEMENT AGREEMENT AS
AN INTERESTED PERSON TRANSACTION**

1 INTRODUCTION

BHG Retail Trust Management Pte. Ltd. (as the manager of BHG Retail Real Estate Investment Trust (“**BHG Retail REIT**”)) (the “**Manager**”) is seeking approval from the unitholders of BHG Retail REIT (the “**Unitholders**”) for the new master property management agreement that is proposed to be entered into on a date after the annual general meeting of the Unitholders (“**AGM**”) and commencing on 10 May 2026 (the “**New Master PMA**”) between (i) the Manager, (ii) BHG Mall (Singapore) Property Management Pte. Ltd. (the “**Property Manager**”) (which is an indirect wholly-owned subsidiary of Beijing Hualian Department Store Co., Ltd., which is, in turn, the sponsor of BHG Retail REIT (the “**Sponsor**”)), and (iii) DBS Trustee Limited (as the trustee of BHG Retail REIT) (the “**Trustee**”), pursuant to which the Property Manager and/or its related corporations will be appointed as the property manager for each property that is owned by BHG Retail REIT from time to time (whether directly or indirectly through special purpose vehicles (“**SPVs**”)) during the term of the New Master PMA, subject to the overall management and supervision of the Manager.

The master property management agreement which was entered into between the Manager, the Trustee and the Property Manager on 10 May 2021 (the “**Existing Master PMA**”) will expire on the earlier of (i) midnight of 10 May 2026 and (ii) midnight of the date of termination of the Existing Master PMA. The individual property management agreements which were entered into between the Manager, the Trustee and the Property Manager for each of Chengdu Konggang, Hefei Mengchenglu and Hefei Changjiangxilu on 10 May 2021 will also expire on the earlier of (i)

midnight of 10 May 2026 and (ii) midnight of the date of termination of the relevant individual property management agreements (the existing Chengdu Konggang, Hefei Mengchenglu and Hefei Changjiangxilu individual property management agreements are collectively referred to as the “**Existing Individual PMAs**”, and Chengdu Konggang, Hefei Mengchenglu and Hefei Changjiangxilu are collectively referred to as the “**Existing Managed Properties**”).

Thus, the Manager, the Property Manager and the Trustee will, on a date after the AGM, enter into the New Master PMA which will commence on 10 May 2026. New individual property management agreements will also be entered into for each of the Existing Managed Properties pursuant to the New Master PMA (the “**New Individual PMAs (Existing Managed Properties)**”). The New Individual PMAs (Existing Managed Properties) will be entered into by (i) the Manager, (ii) the Property Manager, (iii) Chengdu Hualian Hongshun Property Management Co., Ltd. (as the onshore property manager for Chengdu Konggang) and Chengdu Hualian Hongshun Property Management Co., Ltd. (Hefei Branch) (as the onshore property manager for Hefei Mengchenglu and Hefei Changjiangxilu), each of which is a wholly-owned onshore subsidiary in the People’s Republic of China (“**PRC**”) of the Sponsor (which is a related corporation of the Property Manager), (iv) each of the relevant onshore PRC subsidiaries of BHG Retail REIT which directly owns the Existing Managed Properties and (v) the Trustee. The New Individual PMAs (Existing Managed Properties) will be entered into on a date after the AGM and will commence on 10 May 2026. Pursuant to the terms of the New Master PMA, an individual property management agreement (the form of which is appended to the New Master PMA) (the “**Individual PMA**”) will need to be entered into in respect of each PMA Property¹ and the Individual PMA contemplates the inclusion of an onshore property manager (which is a related corporation of the Property Manager) and the onshore property owner, where required. Accordingly, the New Individual PMAs (Existing Managed Properties), which will be entered into pursuant to the New Master PMA, are based on the Individual PMA and in substantially the same form as the Individual PMA.²

Consistent with the approach under the Existing Master PMA and the master property management agreement which was entered into between the Manager, the Trustee and the Property Manager on 23 November 2015 in connection with the initial public offering of BHG Retail REIT which had expired on the midnight of 10 December 2020, the New Master PMA will not apply to Beijing Wanliu Mall and no individual property management agreement with the Property Manager and the onshore property manager will be entered into for Beijing Wanliu Mall. This is because Beijing Hualian Wanmao Shopping Mall Management Co., Ltd.³ (“**Beijing Wanmao**”) has directly appointed the property manager for Beijing Wanliu Mall since the initial public offering of BHG Retail REIT, and the Trustee and the Manager are not parties to such property management agreement as Beijing Wanliu Mall is not wholly-owned by BHG Retail REIT. Therefore, the two joint venture partners of Beijing Wanmao (one of them being BHG Retail REIT which holds 60.0% equity interest) have customarily been in direct discussions with the property manager on the property management arrangement for Beijing Wanliu Mall. For the avoidance of

¹ “**PMA Property**” is each of the “**PMA Properties**” which is defined as the Existing Managed Properties and new properties in which interests are acquired during the term of the New Master PMA by BHG Retail REIT which BHG Retail REIT wholly owns or the Trustee has the right to appoint or procure the appointment of the Property Manager (the “**New Properties**”).

² For the avoidance of doubt, the Individual PMA is only a form appended to the New Master PMA and is not a separate agreement that is entered into.

³ Beijing Wanmao, the PRC holding company of Beijing Wanliu, is a joint venture company invested by BHG Retail REIT and a third party, Beijing Wanliu Real Estate Group Co., Ltd. (北京万柳置业集团有限公司) a collective-owned enterprise, holding 60.0% and 40.0% of the entire issued equity interests respectively.

doubt, the Property Manager will not be receiving any fees in respect of Beijing Wanliu Mall as it is not providing property management, lease management, project management and marketing services in respect of Beijing Wanliu Mall, and BHG Retail REIT (through its 60.0% stake in Beijing Wanmao) has been paying fees to the property manager appointed for Beijing Wanliu Mall (and not the Property Manager).

Further, consistent with the approach under the Existing Master PMA, the New Master PMA does not apply to Dalian Jinsanjiao and Xining Huayuan and no individual property management agreement pursuant to the New Master PMA will be entered into for Dalian Jinsanjiao and Xining Huayuan, because Dalian Jinsanjiao and Xining Huayuan are operating under a master lease to wholly-owned subsidiaries of Beijing Hualian Life Supermarket Co., Ltd. (“**BHL**”). Therefore, no property management services are required in respect of Dalian Jinsanjiao and Xining Huayuan as the wholly-owned subsidiaries of Beijing Hualian Life Supermarket Co., Ltd., as the master lessees, will directly take on the property management functions. For the avoidance of doubt, the Property Manager will not be receiving any fees in respect of Dalian Jinsanjiao and Xining Huayuan as it is not providing property management, lease management, project management and marketing services in respect of Dalian Jinsanjiao and Xining Huayuan.

Interested Person Transaction

As the Manager is a wholly-owned subsidiary of Beijing Hualian Mall (Singapore) Commercial Management Pte. Ltd. (“**BHM SCM**”), BHM SCM is a “controlling shareholder” of the Manager for the purposes of the Listing Manual of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) (the “**Listing Manual**”). As the Property Manager is also a wholly-owned subsidiary of BHM SCM, the Property Manager is an “associate” of BHM SCM (being a controlling shareholder of the Manager) and is therefore an interested person of BHG Retail REIT under the Listing Manual. Therefore, the entry into the New Master PMA will constitute an “interested person transaction” under Chapter 9 of the Listing Manual. BHM SCM is a wholly-owned subsidiary of the Sponsor.

Based on BHG Retail REIT’s audited consolidated financial statements for the financial year ended 31 December 2025 (“**FY2025**”), the latest audited net tangible assets (“**NTA**”) of BHG Retail REIT as at 31 December 2025 was approximately S\$353.9 million¹. Accordingly, if the value of a transaction which is proposed to be entered into by the Trustee during the current financial year ending 31 December 2026 with an interested person is, either in itself or in aggregation with all other earlier transactions (each of a value equal to or greater than S\$100,000) entered into with the same interested person during the current financial year ending 31 December 2026, equal to or greater than approximately S\$17.7 million, being 5.0% or more of the latest audited NTA, such a transaction would be subject to approval from Unitholders.

While the Manager does not expect the aggregate value of the New Master PMA to exceed S\$17.7 million², being 5.0% of BHG Retail REIT’s latest audited NTA as at 31 December 2025, the

¹ For the avoidance of doubt, the NTA of BHG Retail REIT as at 31 December 2025 excludes net assets attributable to non-controlling assets.

² For illustration purposes only, the Manager estimates that the total fees payable to the Property Manager and the relevant onshore property manager during the five-year term under the New Individual PMAs (Existing Managed Properties) is S\$3.1 million. Although this is less than 5.0% of the last audited NTA, the Manager is seeking Unitholders’ approval for the proposed entry into

Manager is seeking Unitholders' approval for the proposed entry into the New Master PMA pursuant to Rule 906(1)(a) of the Listing Manual so that should such approval be obtained, the fees payable to the Property Manager and/or its related corporations and any agreement or individual property management agreement entered into from time to time by the Manager, the Property Manager, and where applicable, the relevant onshore property manager (which is a related corporation of the Property Manager) and the relevant onshore property owner, pursuant to the New Master PMA shall not be subject to future aggregation or further Unitholders' approval requirements under Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or bases of the property management fees and related expenses thereunder which are adverse to BHG Retail REIT.

By approving the entry into the New Master PMA, Unitholders are deemed to have approved the entry into the New Individual PMAs (Existing Managed Properties).

In accordance with the abovementioned requirements, more details of which are set out in the circular dated 7 April 2026 issued by the Manager in relation to the proposed entry into the New Master PMA (the "**Circular**"), Ernst & Young Corporate Finance Pte Ltd ("**EY**") has been appointed as the independent financial adviser ("**IFA**") pursuant to Rule 921(4)(a) of the Listing Manual as well as to advise the directors of the Manager who are considered independent for the purposes of the New Master PMA (the "**Independent Directors**"), the audit and risk committee of the Manager (the "**Audit and Risk Committee**"), and the Trustee on whether the New Master PMA is on normal commercial terms and is not prejudicial to the interests of BHG Retail REIT and its minority Unitholders.

This letter sets out, *inter alia*, our evaluation of the New Master PMA and our opinion thereon. It forms part of the Circular which provides, *inter alia*, the details of the New Master PMA and the recommendation of the Independent Directors and the Audit and Risk Committee in respect thereof.

Unless otherwise defined or the context otherwise requires, all terms in this letter shall have the same meaning as in the Circular.

2 TERMS OF REFERENCE

EYCF has been appointed pursuant to Rule 921(4)(a) of the Listing Manual as well as to advise the Independent Directors, the Audit and Risk Committee, and the Trustee in respect of whether the New Master PMA is on normal commercial terms and is not prejudicial to the interests of BHG Retail REIT and its minority Unitholders.

the New Master PMA so that should such approval be obtained, it can enter into further agreements or individual property management agreements in respect of future properties of BHG Retail REIT to be managed pursuant to the New Master PMA during the term of the New Master PMA, and all such amounts payable to the Property Manager, and where applicable, the relevant onshore property manager (which is a related corporation of the Property Manager) will not be subject to future aggregation or further Unitholders' approval requirements under Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or the bases of the property management fees and related expenses thereunder which are adverse to BHG Retail REIT.

Our views as set forth in this letter are based on the prevailing market conditions, economic conditions, and financial conditions, and our evaluation of the New Master PMA, as well as information provided to us by BHG Retail REIT and the management of the Manager (the “**Management**”), as at 2 April 2026, being the latest practicable date prior to the printing of the Circular (the “**Latest Practicable Date**”). Accordingly, we assume no responsibility to update, revise or reaffirm our opinion as a result of any subsequent development after the Latest Practicable Date. Unitholders should take note of any announcement and/or event relevant to the proposed transaction which may be released by BHG Retail REIT and/or the Manager after the Latest Practicable Date.

We are not and were not involved in any aspect of the discussions and negotiations pertaining to the New Master PMA nor were we involved in the deliberations leading up to the decision by the directors of the Manager (the “**Directors**”) in connection with the New Master PMA. We have not conducted a comprehensive review of the business, operations or financial condition of BHG Retail REIT and its subsidiaries and associates (the “**Group**”). It is not within our terms of reference to assess the rationale for, legal, strategic, commercial and financial merits and/or risks of the New Master PMA, and to comment on such merits and/or risks of the New Master PMA. We have only expressed our opinion on whether the New Master PMA is on normal commercial terms and is not prejudicial to the interests of BHG Retail REIT and its minority Unitholders. The assessment of the legal, strategic, commercial and financial merits and/or risks of the New Master PMA remains the sole responsibility of the Directors, although we may draw upon their views in respect thereof (to the extent deemed necessary or appropriate by us) in arriving at the opinion set out in this letter.

It is also not within our terms of reference to compare the relative merits of the New Master PMA vis-à-vis any alternative previously considered by BHG Retail REIT and/or the Manager (if any) or that BHG Retail REIT and/or the Manager may consider in the future, and as such, we do not express an opinion thereon.

In the course of our evaluation of the New Master PMA, we have held discussions with the Directors and the Management. We have also examined and relied on information in respect of BHG Retail REIT collated by us, as well as information provided and representations and assurances made to us, both written and verbal, by the Directors, the Management and/or professional advisers of BHG Retail REIT and/or the Manager, including information contained in the Circular, and publicly available information collated by us. We have not independently verified such information or any representation or assurance, whether written or verbal, and accordingly cannot and do not warrant or accept responsibility for the accuracy or completeness of such information, representation or assurance. Nevertheless, the Directors (including those who may have delegated supervision of the Circular) and the Management have confirmed to us, after making all reasonable enquiries that, to the best of their knowledge and belief, all material information relating to BHG Retail REIT and the New Master PMA has been disclosed to us, that such information constitutes a full and true disclosure, in all material respects, of all material facts about BHG Retail REIT and the New Master PMA, and there is no material information the omission of which would make any of the information contained herein or in the Circular misleading in any material respect. The Directors have jointly and severally accepted such responsibility accordingly.

We have also made reasonable enquiries and exercised our judgement on the reasonable use of such information and have found no reason to doubt the accuracy or the reliability of such information. We have further assumed that all statements of fact, belief, opinion and intention

made by the Directors in relation to the New Master PMA have been reasonably made after due and careful enquiry. We have not conducted a comprehensive review of the business, operations and financial condition of the Group. We have also not made an independent evaluation or appraisal of the assets and liabilities of the Group.

In preparing this letter, we have not had regard to the specific investment objectives, financial situation, tax position and/or unique needs and constraints of any individual Unitholder or any specific group of Unitholders. As each Unitholder would have different investment objectives and profiles, any individual Unitholder or group of Unitholders who may require specific advice in relation to his or their Units should consult his or their stockbroker, bank manager, solicitor, accountant or other professional advisers.

We were not involved and have not provided any advice, whether financial or otherwise, in the preparation, review and verification of the Circular (other than in connection with this letter). Accordingly, we do not take any responsibility for, and express no views on, whether expressed or implied, the contents of the Circular (other than in connection with this letter) (subject to us having made reasonable enquiries and exercised our judgement on the reasonable use of such information, and us having found no reason to doubt the accuracy or reliability of such information).

This letter and our opinion are pursuant to Rule 921(4)(a) of the Listing Manual as well as to advise the Independent Directors, the Audit and Risk Committee, and the Trustee in connection with and for the purpose of their consideration of the New Master PMA, and the recommendation made by the Independent Directors and the Audit and Risk Committee to the Unitholders shall remain the sole responsibility of the Independent Directors and the Audit and Risk Committee.

Our opinion in relation to the New Master PMA should be considered in the context of the entirety of this letter and the Circular.

3 DETAILS OF THE NEW MASTER PMA

The details of the New Master PMA are set out in the Summary section and Paragraph 2 of the Letter to Unitholders of the Circular.

The Manager proposes to continue the appointment of the Property Manager and/or its related corporations as property manager for the Existing Managed Properties and any new property in which interests are acquired during the term of the New Master PMA by BHG Retail REIT which BHG Retail REIT wholly owns or the Trustee has the right to appoint or procure the appointment of the Property Manager in respect of such property that is owned by BHG Retail REIT from time to time (whether directly or indirectly through SPVs) (the “**New Properties**”, the Existing Managed Properties and the New Properties are collectively referred to as the “**PMA Properties**” and each of the PMA Properties shall be referred to as the “**PMA Property**”) by entering into the New Master PMA. Pursuant to the terms of the New Master PMA, an Individual PMA (the form of which is appended to the New Master PMA) will need to be entered into in respect of each PMA Property and the Individual PMA contemplates the inclusion of an onshore property manager (which is a related corporation of the Property Manager) and the onshore property owner, where required. Accordingly, the New Individual PMAs (Existing Managed Properties), which will be entered into

pursuant to the New Master PMA, are based on the Individual PMA and in substantially the same form as the Individual PMA.¹

The following table sets out whether each of the properties of BHG Retail REIT (i) was managed pursuant to the Existing Master PMA, and (ii) will be managed pursuant to the New Master PMA.

	Chengdu Konggang	Hefei Mengchenglu	Hefei Changjiangxilu	Beijing Wanliu Mall	Dalian Jinsanjiao	Xining Huayuan
Subjected to the Existing Master PMA	Yes	Yes	Yes	No	No	No
Subject to the New Master PMA	Yes	Yes	Yes	No	No	No

Source: Circular

The New Master PMA will be for a term of five (5) years, and will be entered into on a date after the AGM. The New Master PMA will commence on 10 May 2026 (the “**Commencement Date**”) and shall expire on the earlier of (i) midnight of the date immediately preceding the fifth anniversary of the Commencement Date, and (ii) midnight of the date of termination of the New Master PMA. No later than the date falling six (6) months before the expiry of the term, the Trustee (acting on the recommendation of the Manager) and the Manager shall be entitled, at its absolute discretion, to give written notice to the Property Manager to extend the appointment of the Property Manager for a further term of five (5) years from the expiry of the term, on the same terms and conditions as are contained in the New Master PMA, save for the clause on the extension of the term. The exercise of such option to extend for the additional five-year term is subject to Rules 905 and 906 of the Listing Manual and, accordingly, to the extent the approval of the independent Unitholders is required pursuant to Rule 906, the New Master PMA will be extended for an additional five-year term only if the requisite approval has been obtained. Any renewal of the New Master PMA for an additional five-year term will not affect the term of the New Individual PMAs (Existing Managed Properties) or any other individual property management agreement entered into pursuant to the New Master PMA during its five-year tenure.²

The entry into the New Master PMA complies with all applicable laws and regulations including Appendix 6 of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore (“**Appendix 6**”) and PRC laws and regulations.

¹ For the avoidance of doubt, the Individual PMA is only a form appended to the New Master PMA and is not a separate agreement that is entered into.

² For illustration purposes: if at the start of year 3 of the first five-year term of the New Master PMA, a new individual property management agreement is entered into for a five-year term, such new agreement will run from year 3 to year 7, and will not be affected even if the New Master PMA expires at the end of year 5. Conversely, it will also expire at the end of year 7 and will not be automatically renewed just because the New Master PMA is renewed for an additional five-year term until year 10.

Upon the entry into the Individual PMA, the initial term of the Individual PMA is five (5) years from the commencement date of the Individual PMA. Three (3) months prior to expiry of the initial term of the Individual PMA, the Trustee (acting on the recommendation of the Manager) and the Manager may, at its absolute discretion, request to extend its appointment for a further five (5) years on the same terms and conditions as are contained in the Individual PMA, save for the clause on the extension of the term. The exercise of such option to extend for the additional five-year term is subject to Rules 905 and 906 of the Listing Manual.

The Property Manager¹ will be providing property management services, lease management services, general management services, marketing services and project management services to the PMA Properties. Pursuant to the Individual PMA and consistent with the approach under the Existing Individual PMAs, the relevant onshore PRC subsidiaries of BHG Retail REIT which directly owns the PMA Properties (the “**Onshore Owner**”) shall permit the staff members of the Property Manager and/or the onshore property manager to occupy reasonably equipped office space at each of the PMA Properties at BHG Retail REIT’s expense without the Property Manager or the onshore property manager being required to pay any rent, service charge or any other sums in respect thereof. The key terms of the New Master PMA and the Individual PMA (including the fees payable by BHG Retail REIT to the Property Manager and/or the onshore property manager (subject to there being no double counting in payment)) are set out in Paragraph 2 of the Letter to Unitholders of the Circular and below.

The key terms of the New Master PMA, as well as the material differences between the New Master PMA and the Existing Master PMA (for which amendments to the Existing Master PMA have been made) are highlighted in Paragraphs 2.1 to 2.8 of the Letter to Unitholders of the Circular. Save as highlighted in Paragraphs 2.1 to 2.8 of the Letter to Unitholders of the Circular and below, the terms of the New Master PMA are substantially the same as the terms of the Existing Master PMA and any other amendments to the Existing Master PMA are tidying up or clarificatory in nature.

Save as disclosed in the Circular, there are no other costs, fees and/or expenses payable under the New Master PMA.

3.1 Property Management Services

3.1.1 Fees

In respect of the property management services provided by the Property Manager and/or the onshore property manager, the Property Manager and/or the onshore property manager shall be entitled to receive from the Trustee or the Onshore Owner (subject to there being no double counting in payment) each quarter for each of the PMA Properties, a property management fee, paid quarterly in arrears in Units and/or cash, as the Property Manager and/or the onshore

¹ As disclosed at page 45 of the Prospectus of BHG Retail REIT dated 2 December 2015, where a property of BHG Retail REIT is located outside of Singapore and is under the management of the Property Manager, the Property Manager may appoint and engage a local property manager to provide property management services and pay the local property manager for the provision of property management services. Any payment to such local property managers in connection with such management services will be paid by the Property Manager to such persons out of the property management fee received by the Property Manager, and not additionally out of the deposited property of BHG Retail REIT.

property manager may determine of (a) 2.0% per annum of gross revenue of the relevant PMA Property, and (b) 2.5% per annum of the net property income of the relevant PMA Property.

Consistent with the approach under the Existing Individual PMAs, the Individual PMA allows for the onshore property manager to receive the property management fee from the Onshore Owner in addition to the Trustee (subject to there being no double counting in payment), thereby providing an option for the fees to be directly settled onshore between the two onshore parties.

The fees have, to date, always been paid by the Onshore Owner, supported by the annual budget which is approved by the board of directors of the Manager. In the event that the Trustee is requested to pay fees to the Property Manager directly, the Manager will check and verify such payment requests before authorising the Trustee to proceed with payment, in order to ensure that there is no double counting. The payment processes under the New Master PMA and the Existing Master PMA are the same and have been approved by the board of directors of the Manager.

For the avoidance of doubt, there is no change in the fee formula payable under the New Master PMA as compared to the Existing Master PMA.

3.1.2 Reimbursable Expenses

In respect of each of the PMA Properties, the Trustee or the Onshore Owner shall (subject to there being no double counting in payment) pay directly or, as the case may be, reimburse the Property Manager and/or the onshore property manager in full in cash if such payment has been made by the Property Manager and/or the onshore property manager, the agreed property-related expenses (including but not limited to employee-related expenses (excluding any employee's salary unless otherwise set out in the annual business plan and budget for that PMA Property as contemplated in the Individual PMA) paid to employees who are involved in the management of such PMA Property, as approved in the annual business plan and budget for that PMA Property, repair and maintenance expenses, utilities, property-related taxes and other general administrative expenses) incurred.

Consistent with the approach under the Existing Individual PMAs, the Individual PMA allows for both the Onshore Owner and the Trustee to reimburse the onshore property manager (subject to there being no double counting in payment), thereby providing an option for the reimbursements to be directly settled onshore between the two onshore parties.

Compared to the Existing Master PMA and the Existing Individual PMAs, the New Master PMA and the Individual PMA streamline the payment procedures in line with the existing practices of the Trustee, the Onshore Owner and the Property Manager, which would improve internal controls and operations.

For the avoidance of doubt, there are no additional expenses that are reimbursable under the New Master PMA as compared to the Existing Master PMA.

3.2 Lease Management Services

3.2.1 Fees

In respect of the lease management services provided by the Property Manager and/or the onshore property manager (or each of their nominee) for each of the PMA Properties, the Property

Manager and/or the onshore property manager shall be entitled to receive from the Trustee or the Onshore Owner (subject to there being no double counting in payment) in the form of cash, a one-time lease-up commission of two months of the rental income received or receivable (after adjusting for leasing incentives such as rent rebates and rent-free periods where applicable, but excluding turnover rent, which is generally calculated as a pre-determined percentage of the tenant's gross turnover) as leasing commission for securing of new tenants for a tenancy of at least three years.

For the avoidance of doubt, there is no change in the fees formula payable under the New Master PMA as compared to the Existing Master PMA.

3.3 Project Management Services

3.3.1 Fees

In respect of the project management services to be provided by the Property Manager and/or the onshore property manager to each of the PMA Properties, the Property Manager and/or the onshore property manager shall be entitled to receive from the Trustee or the Onshore Owner (subject to there being no double counting in payment), a project management fee based on the following for any development, re-development, refurbishment, retrofitting, addition and alteration or renovation works made to any of the PMA Properties:

- (i) a fee of 3.0% of the construction costs, where the construction costs amount exceeds S\$100,000 but do not exceed S\$1.0 million or the equivalent value in the relevant foreign currency for any other country;
- (ii) a fee of 2.0% of the construction costs, where the construction costs amount ranges between S\$1.0 million and S\$10.0 million or the equivalent value in the relevant foreign currency for any other country;
- (iii) provided that no fee will be collected, where the construction costs do not exceed S\$100,000 or the equivalent value in the relevant foreign currency for any other country; and
- (iv) (in the event that the construction costs amount to more than S\$10.0 million or the equivalent value in the relevant foreign currency for any other country), a fee to be mutually agreed by the parties.

For the purpose of calculating the fees payable to the Property Manager and/or the onshore property manager, "construction costs" means all construction costs and expenditure valued by the quantity surveyor engaged by the Trustee for the project, excluding development charges, differential premiums, statutory payments, consultants' professional fees and all applicable taxes.

For the avoidance of doubt, there is no change in the fees formula payable under the New Master PMA as compared to the Existing Master PMA.

3.3.2 Reimbursements

The Trustee or the Onshore Owner (subject to there being no double counting in payment) shall, at the request of the Property Manager and/or the onshore property manager, either pay directly or reimburse the Property Manager and/or the onshore property manager for the following project management expenses incurred:

- (i) costs for printing drawings, documents and other lithography expenses incurred for calling of tenders;
- (ii) costs for preparing and printing perspectives, plans, models and any materials required for marketing purposes and costs of all submissions to authorities;
- (iii) overseas and inter-state travelling (based on business class fare) and accommodation expenses and other similar disbursements in respect of the Property Manager and/or the onshore property manager acting on the instructions of the Trustee or the Onshore Owner for any purpose in connection with and/or arising out of the project;
- (iv) costs of tele-conferencing, telephone calls (including, but not limited to, mobile phone charges), video conferencing and/or project management portal in connection with and/or arising out of the project;
- (v) fees and deposits paid to various authorities on behalf of BHG Retail REIT;
- (vi) costs of leasing vehicles for use by project personnel for the project; and
- (vii) costs of constructing and setting up fully furnished site offices and engagement of office assistants for the project,

provided that such costs shall have been pre-approved by the Trustee or the Onshore Owner, and shall be supported, where available, by vouchers, receipts and other documentary evidence.

Such reimbursement of project management expenses shall be paid to (i) the Property Manager and/or the onshore property manager on a quarterly basis in arrears in respect of reimbursable costs and expenses incurred for that quarter, within 14 days after the Trustee's or the Onshore Owner's receipt of the relevant invoices from the Property Manager and/or the onshore property manager for that quarter, or (ii) directly to the consultants or the entities rendering the invoice.

For the avoidance of doubt, there are no additional project management expenses that are reimbursable under the New Master PMA as compared to the Existing Master PMA.

3.4 **Provision of Office Space**

Where applicable, pursuant to the Individual PMA, the Onshore Owner shall permit the staff members of the Property Manager and/or the onshore property manager to occupy reasonably equipped office space at each of the PMA Properties at BHG Retail REIT's expense without the Property Manager or the onshore property manager being required to pay any rent, service charge or any other sums in respect thereof.

3.5 Termination

The Trustee (acting on the recommendation of the Manager) may terminate the appointment of the Property Manager under the New Master PMA, and the Trustee (acting on the recommendation of the Manager) and the Onshore Owner may terminate the appointment of the Property Manager and/or the onshore property manager under the Individual PMA, in each case on the occurrence of certain specified events which include: if the Property Manager and/or the onshore property manager (in the case of the Individual PMA) is voluntarily or involuntarily dissolved or declared bankrupt, insolvent or commits an act of bankruptcy or if an order is made or resolution is passed or a notice is issued convening a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator or judicial manager of or the winding up of the Property Manager and/or the onshore property manager (in the case of the Individual PMA), other than a members' voluntary liquidation solely for the purpose of a *bona fide* amalgamation or reconstruction, or the Property Manager and/or the onshore property manager (in the case of the Individual PMA) compounds with its creditors or has a receiver appointed over all or any part of its assets or a judicial manager is appointed in respect of the Property Manager and/or the onshore property manager (in the case of the Individual PMA) or the Property Manager and/or the onshore property manager (in the case of the Individual PMA) ceases to carry on business.

In the event of a sale of the PMA Properties, the Trustee (with the prior written consent of the Manager) and the Onshore Owner may terminate the appointment of the Property Manager and the onshore property manager under the Individual PMA by giving not less than 30 days' prior written notice to the Property Manager and the onshore property manager.

In addition, in relation to the New Master PMA, if either the Trustee or the Property Manager is in material breach of any of its obligations under the New Master PMA, and within 60 days of receipt of written notice (or 120 days if remedial actions have been initiated within 60 days), fails to remedy the said breach (which is capable of remedy) of its obligations, the party who is not in breach may terminate the provision of services in respect of the relevant PMA Property on the terms of the New Master PMA upon giving 30 days' written notice to the party in breach.

In relation to the Individual PMA, if either the Trustee, the Onshore Owner, the Property Manager or the onshore property manager is in material breach of any of its obligations under the Individual PMA, and within 60 days of receipt of written notice (or 120 days if remedial actions have been initiated within 60 days), fails to cure the said breach (which is capable of remedy) of its obligations, the relevant party/parties who is/are not in breach may terminate the provision of services in respect of the relevant PMA Property on the terms of the Individual PMA upon giving 30 days' written notice to the party or parties in breach. Under the New Individual PMA, unlike the Existing Individual PMAs, the Trustee (acting on the recommendation of the Manager) and the Onshore Owner may also terminate the Individual PMA without cause by giving written notice to the Property Manager. The Individual PMA shall terminate upon the expiry of six months after the Property Manager's receipt of written notice.

On the termination of the appointment of the Property Manager, the Manager shall, as soon as practicable, procure the appointment of a replacement property manager for the relevant PMA Property.

3.5.1 Termination Fees

Upon termination of the appointment of the Property Manager and/or the onshore property manager under the Individual PMA, all amounts due and owing by the relevant parties in relation to the relevant PMA Property shall become immediately due and payable and the relevant parties must effect payment to each other within 30 days commencing from such termination subject to the prevailing applicable laws and regulations. For the avoidance of doubt, the Property Manager and the onshore property manager are not entitled to any compensation in respect of any termination of the Individual PMA or the New Master PMA.

3.6 **Assignability**

In relation to the New Master PMA, none of the Trustee, the Manager, or the Property Manager may assign or transfer any of its rights, benefits or obligations under the New Master PMA except, in the case of the Trustee, with the prior written consent of the Property Manager, and in the case of the Property Manager, with the prior written consent of the Trustee (acting on the recommendation of the Manager) and the Manager, except that the Trustee and the Manager is permitted to assign the benefit of, and any of its rights under the New Master PMA without the prior written consent of the Property Manager to a successor trustee or manager (as the case may be) of BHG Retail REIT for the time being.

In relation to the Individual PMA, none of the parties to the Individual PMA may assign or transfer any of its rights, benefits or obligations under the Individual PMA except, in the case of the Trustee, the Manager or the Onshore Owner, with the prior written consent of the Property Manager and/or the onshore property manager, and in the case of the Property Manager and/or the onshore property manager, with the prior written consent of the Trustee (acting on the recommendation of the Manager), the Manager and the Onshore Owner, except that (a) each of the Trustee and the Manager is permitted to assign the benefit of, and any of its rights under the Individual PMA without the prior written consent of the Property Manager and/or the onshore property manager to a successor trustee or manager (as the case may be) of BHG Retail REIT for the time being; and (b) each of the Trustee (acting on the recommendation of the Manager) or the Onshore Owner is permitted to assign and/or novate the Individual PMA such that its respective obligations under, the benefit of, and any of its rights under, the Individual PMA is transferred to a subsidiary of BHG Retail REIT.

3.7 **Exclusion of Liability**

In the absence of fraud, negligence, wilful default or breach of the New Master PMA or the Individual PMA (as the case may be) by the Property Manager (and the onshore property manager in the case of the Individual PMA), it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by it in good faith under the New Master PMA or the Individual PMA, as the case may be.

In addition, under the New Master PMA, the Trustee shall indemnify and keep the Property Manager indemnified from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses that the Property Manager may suffer or incur, save where they arise out of any breach of the New Master PMA, negligence, fraud or wilful default by the Property Manager, its employees, agents, delegates or attorneys.

Under the Individual PMA, the Onshore Owner shall indemnify and keep the Property Manager and the onshore property manager indemnified from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses that the Property Manager and the onshore property manager may suffer or incur, save where they arise out of any breach of the Individual PMA, negligence, fraud or wilful default by the Property Manager and the onshore property manager, their employees, agents, delegates or attorneys.

3.8 No Restriction on Property Manager

Under the New Master PMA and the Individual PMA, the Property Manager (and the onshore property manager in the case of the Individual PMA) may provide services similar to those contemplated under the New Master PMA and the Individual PMA to other parties operating in the same or similar business as BHG Retail REIT, or in other businesses, save that it shall take all reasonable or necessary steps to minimise or resolve any conflicts of interests which may arise thereto.

4 EVALUATION OF THE NEW MASTER PMA

In our analysis and evaluation of the New Master PMA, and our recommendation thereon, we have taken into consideration the following:

- (i) rationale for and benefits of the New Master PMA; and
- (ii) assessment of the New Master PMA and the New Individual PMA (Existing Managed Properties) (the form of which is appended to the New Master PMA).

The factors above are discussed in more detail in the following sections.

4.1 Rationale for and benefits of the New Master PMA

The rationale for and benefits of the entry into the New Master PMA are set out in the Summary section and Paragraph 3 of the Letter to Unitholders of the Circular, and extracted below:

“3. THE RATIONALE FOR THE ENTRY INTO THE NEW MASTER PMA

The Manager believes that the proposed entry into the New Master PMA will bring the following key benefits to BHG Retail REIT and its Unitholders:

3.1 Proven Track Record of the Property Manager and its Group

The Property Manager has a proven track record of managing the Existing Managed Properties by maintaining their occupancy rates at healthy levels.

For Unitholders’ information, the Property Manager’s track record in maintaining the occupancy rates over the last three years is set out below.

Property	Occupancy Rate		
	31 Dec 2023	31 Dec 2024	31 Dec 2025
Beijing Wanliu Mall	98.1%	97.8%	96.5%
Chengdu Konggang	96.1%	95.5%	95.0%
Hefei Mengchenglu ⁽¹⁾	92.6%	94.1%	89.9%
Hefei Changjiangxilu ⁽¹⁾	86.3%	87.5%	78.4%
Dalian Jinsanjiao	100.0%	100.0%	100.0%
Xining Huayuan	100.0%	100.0%	100.0%
Portfolio	95.6%	95.8%	93.4%

Note:

(1) Occupancy rates are lower as a result of ongoing repositioning and asset enhancement initiatives.

In addition, the Property Manager is a wholly-owned subsidiary of the Sponsor, which is an established PRC home-grown retail property operator and one of the first companies to be engaged in retail property management in the PRC, whose focus is mainly on the ownership and management of community retail properties. The Sponsor has been listed on the Shenzhen Stock Exchange since June 1998. The Sponsor has established a strong and efficient management platform supported by a dedicated and experienced management team. Together with its strong management platform, the Sponsor possesses a large network of relationships with existing and potential tenants that will benefit BHG Retail REIT. Further, both the Manager and the Property Manager are indirect wholly-owned subsidiaries of the Sponsor. Thus, to appoint the Property Manager pursuant to the New Master PMA will allow the execution of a coordinated strategy to ensure consistently high levels of operational performance. The Sponsor is also part of BHG Group, which includes, inter alia, Beijing Hualian Group Investment Holding Co., Ltd. (“**BHGIH**”), the Sponsor and BHL. The BHG Group is a leading integrated retail group in the PRC, with more than 30 years of retail operating experience and forms an entire retail value chain which consists of the running of retail properties, supermarkets and luxury department stores. BHG Group possesses a strong branding in the PRC, an established mall operation capability and a wide network of retail properties. By appointing the Property Manager pursuant to the New Master PMA, BHG Retail REIT can tap on the operational synergies among members of the BHG Group.

3.2 Continued stability and certainty in the management of the Existing Managed Properties

The entry into the New Master PMA and the New Individual PMAs (Existing Managed Properties) for a fresh term of five years will continue to provide operational stability in relation to the management of the PMA Properties by the Property Manager. This ensures that the management of the PMA Properties continues for a longer uninterrupted period of time, and improves the stability of the property management of the Existing Managed Properties, in line with the approach that was adopted under the Existing Individual PMAs.”

We understand that the Manager believes that the entry into the New Master PMA would benefit the Unitholders, as the Property Manager and its related corporations possess in-depth experience and proven track record with the management and operations of retail assets.

4.2 Assessment of the New Master PMA

4.2.1 Evaluation of fees under the New Master PMA

Based on our discussions with the Management and a search on available databases and the SGX-ST website for comparable real estate investment trust (“REIT”) and property business trusts listed on the SGX-ST with retail assets located in the PRC (the “Comparables”), we recognise that there is no particular property portfolio that we may consider to be directly comparable to BHG Retail REIT’s PRC properties in respect of usage and positioning of property, construction quality, geographic location, accessibility, gross and net lettable areas, profile and composition of tenants, services, age of building, lease tenure, track record and other relevant factors.

However, we have taken into consideration the following publicly available information on the Comparables and the property management arrangements by the Comparables in relation to PRC retail assets, in order to evaluate the fee structure under the New Master PMA. The selection of the Comparables is based on information set out in the Chartbook: SREITs & Property Trusts issued by SGX Research for 4Q 2025, and our selection criteria include, among others, similar retail assets located in the PRC, similar property management arrangements and the REIT and/or property business trust being traded currently on the SGX-ST.

The Independent Directors, the Audit and Risk Committee and the Trustee should note that any comparison made with respect to the Comparables are for illustrative purposes only. For the analysis on the Comparables, we have used the available data/information as at the Latest Practicable Date. In addition, we wish to highlight that the Comparables are by no means exhaustive.

REIT / Property Business Trust	Description
CapitaLand China Trust (“CLCT”)	CLCT is a China-focused REIT. CLCT’s portfolio includes eight (8) retail properties, five (5) business park properties and four (4) logistics park properties. It is established with the objective of investing on a long-term basis in a diversified portfolio or income-producing real estate located in Mainland China, Hong Kong SAR and Macau that are used primarily for retail, office and industrial purposes.
Mapletree Pan Asia Commercial Trust (“MPACT”)	MPACT is a REIT positioned to be the proxy to key gateway markets to Asia. Its principal investment objective is to invest on a long-term basis, directly or indirectly, in a diversified portfolio of income-producing real estate used primarily for office and/or retail purposes, as well as real estate-related assets, in the key gateway markets of Asia (including Singapore, Hong Kong SAR, Japan, South Korea and Mainland China). MPACT’s portfolio comprises 15 properties, including two (2) retail properties in China and one (1) retail property in Hong Kong SAR.

Source: Annual reports, SGX and entity websites

For illustrative purposes, we have extracted publicly available information on certain property management and relevant agreements of the Comparables for comparison with the New Master PMA, and have summarised the key terms in the following table.

	CLCT (For retail assets)	MPACT (For China retail assets)	BHG Retail REIT (New Master PMA)
Services	Property management services, lease management services, property tax services and marketing co-ordination services	Property management services, lease management services, project management services, marketing, administration of property tax services, and property accounting purposes	Refer to Paragraphs 2.1, 2.2 and 2.3 of the Letter to Unitholders of the Circular for property management services, lease management services and project management services, respectively.
Initial Term	5 years	5 years	5 years
Fees	<p>The annual fees related to property management services, lease management services, property tax services and marketing co-ordination services are:</p> <ul style="list-style-type: none"> - 2.0% of gross revenue; - 2.5% of net property income <p>Project management services: To be agreed</p>	<p>The annual fees related to property management services are:</p> <ul style="list-style-type: none"> - 2.0% of gross revenue - 2.0% of net property income <p>Where any service is provided by a third-party service provider, the property manager is entitled to receive a fee equal to 20% of all fees payable to such third-party service provider. Such services shall include, but not limited to, master planning work, retail planning work and environmental impact studies.</p> <p>Project management services:</p> <ul style="list-style-type: none"> - Limit of up to 3.0% of the total construction costs <p>Marketing services:</p> <ul style="list-style-type: none"> - 0.5 month's up to 2 months' gross rent inclusive of service charge, depending on term of new tenancy or renewal of tenancy 	<p>The fees related to property management services are:</p> <ul style="list-style-type: none"> - 2.0% of gross revenue; - 2.5% of net property income <p>The fee related to lease management services is:</p> <ul style="list-style-type: none"> - One-time lease-up commission of two (2) months of the rental income received or receivable (after adjusting for leasing incentives such as rent rebates and rent-free periods where applicable, but excluding turnover rent) as leasing commission for securing of new tenants for a tenancy of at least three (3) years. <p>The fees related to project management services are:</p> <ul style="list-style-type: none"> - 3.0% of construction costs, where the construction costs amount ranges between S\$100,000 and S\$1.0 million or equivalent amount in foreign currency - 2.0% of construction costs, where the construction costs amount ranges between S\$1.0 million and S\$10.0 million or equivalent amount in foreign currency

	CLCT (For retail assets)	MPACT (For China retail assets)	BHG Retail REIT (New Master PMA)
			- fees to be agreed for construction costs higher than S\$10.0 million

Source: Annual reports, SGX announcements, circulars

Based on the table above, we note that:

- (a) the services to be provided by the Property Manager under the New Master PMA are generally the same as the services provided by the property managers of the Comparables;
- (b) the bases for the calculation and the applicable rates of the fees payable to the Property Manager under the New Master PMA are in line with the bases used by the Comparables, with the applicable rates for property management services being the same as the rates for the retail assets of CapitaLand China Trust;
- (c) the bases for the calculation and the applicable rates for the leasing and/or marketing services as well as for project management services payable to the Property Manager under the New Master PMA are comparable to those of MPACT. We note that for CLCT, the leasing and/or marketing services fees form part of the project management fees, while the fees for project management services are subject to agreement by CLCT and the property manager;
- (d) the reimbursement arrangement under the New Master PMA are similar to the reimbursable expenses of the property managers of the Comparables, including agreed employee-related expenses paid to employees who are involved in the management of the relevant property. For CLCT, the property manager will be fully reimbursed for the employment costs and remuneration relating to any personnel engaged solely for the provision of services for each of the properties, and allocated employment costs and remuneration relating to the centralised team of personnel engaged to provide group services to the property. For MPACT, reimbursement for the cost of employment and 3.0% of such employment cost for the centre management team and the person who run the ice rink business of Festival Walk; and
- (e) the term of the New Master PMA of five (5) years is the same as the term for the property management agreements for the Comparables.

We note that there is no change in the fee formula payable under the New Master PMA as compared to the Existing Master PMA and there are no additional expenses that are reimbursable under the New Master PMA as compared to the Existing Master PMA. We also note that save as disclosed in the Circular, there are no other costs, fees and/or expenses payable under the New Master PMA.

4.2.2 Evaluation of the other terms of the New Master PMA

We note the following under the New Master PMA:

- (a) The terms of the New Master PMA are substantially the same as the terms of the Existing Master PMA. Further, the terms of the New Individual PMAs (Existing Managed Properties)

(the form of which is appended to the New Master PMA) are in substantially the same form as the Existing Individual PMAs.

- (b) For each of the PMA Properties, the Property Manager will be providing (i) property management services, (ii) lease management services, (iii) general management services, (iv) marketing services and (v) project management services.
- (c) The property management services for the PMA Properties would include (i) establishing operating budgets and annual plans for the operation, management, marketing and maintenance of the relevant PMA Property, (ii) operating and maintaining the relevant PMA Property in accordance with the agreed operating budgets and annual plans, (iii) maintaining at all times certain insurance and other requirements, and (iv) maintaining books of accounts and records in respect of the operation of the relevant PMA Property.
- (d) The lease management services for the PMA Properties would include (i) recommending leasing strategy and negotiating leases, (ii) supervising and controlling all collections and receipts, payments and expenditure relating to the relevant PMA Property, and (iii) lease administration.
- (e) The Property Manager will have dedicated personnel for the PMA Properties providing expertise on leasing, technical services, tenancy co-ordination, marketing and communications, among others. We note that the Property Manager will be providing both strategic and operational support to the PMA Properties.
- (f) Pursuant to the Individual PMA and consistent with the approach under the Existing Individual PMAs, the Onshore Owner shall permit the staff members of the Property Manager and/or the onshore property manager to occupy reasonably equipped office space at each of the PMA Properties at BHG Retail REIT's expense without the Property Manager or the onshore property manager being required to pay any rent, service charge or any other sums in respect thereof.
- (g) The New Master PMA will only apply to the PMA Properties. Consistent with the approach under the Existing Master PMA, the New Master PMA will not apply to Beijing Wanliu Mall and no individual property management agreement with the Property Manager and the onshore property manager will be entered into for Beijing Wanliu Mall. This is because Beijing Wanmao has directly appointed the property manager for Beijing Wanliu Mall since the initial public offering of BHG Retail REIT, and the Trustee and the Manager are not parties to this property management agreement as Beijing Wanliu Mall is not wholly-owned by BHG Retail REIT. For the avoidance of doubt, the Property Manager will not be receiving any fees in respect of Beijing Wanliu Mall as it is not providing property management, lease management, project management and marketing services in respect of Beijing Wanliu Mall.
- (h) The New Master PMA will also not apply to Dalian Jinsanjiao and Xining Huayuan and no individual property management agreement pursuant to the New Master PMA will be entered into for Dalian Jinsanjiao and Xining Huayuan because Dalian Jinsanjiao and Xining Huayuan are under a master lease to BHL. As such, no property management services are required in respect of Dalian Jinsanjiao and Xining Huayuan as BHL, as the master lessee, will directly take on the property management functions. For the avoidance of doubt, the Property Manager will not be receiving any fees in respect of Dalian Jinsanjiao and Xining

Huayuan as it is not providing property management, lease management, project management and marketing services in respect of Dalian Jinsanjiao and Xining Huayuan.

- (i) The New Master PMA will be for a term of five (5) years from the Commencement Date. The appointment of the Property Manager may be extended for a further term of five (5) years from the expiry of the term, on the same terms and conditions as are contained in the New Master PMA, save for the clause on the extension of the term. The exercise of the option to extend for the additional five-year term will be subject to Rules 905 and 906 of the Listing Manual.
- (j) The initial term of the Individual PMA is five (5) years from the commencement date of the Individual PMA. The Individual PMA may be extended for a further five (5) years on the same terms and conditions as are contained in the Individual PMA, save for the clause on the extension of the term. The exercise of the option to extend for the additional five-year term is subject to Rules 905 and 906 of the Listing Manual.
- (k) There are termination events set out in the New Master PMA, including the event of dissolution or insolvency of the Property Manager, the sale of the PMA Property, the destruction or condemnation of the PMA Property, and events of breach. The New Master PMA also sets out remedial actions to cure breaches and the consequences of termination.
- (l) The entry into the New Master PMA complies with all applicable laws and regulations including Appendix 6 and PRC laws and regulations.

5 OUR OPINION ON THE NEW MASTER PMA

In arriving at our opinion on whether the New Master PMA and our recommendation to the Independent Directors and the Audit and Risk Committee on the New Master PMA, we have reviewed and deliberated on the factors which we consider to be relevant and to have a significant bearing on our assessment of the New Master PMA. The factors we have considered in our evaluation, which are based on, among others, representations made by BHG Retail REIT, the Directors and the Management (including representations and confirmations included in the Circular) and discussed in detail in the earlier sections of this letter and which we have relied upon, are as follows:

- (a) rationale for and benefits of the New Master PMA;
- (b) the terms of the New Master PMA being substantially the same as the terms of the Existing Master PMA, and the terms of the New Individual PMAs (the form of which is appended to the New Master PMA) being substantially the same form as the Existing Individual PMAs;
- (c) the highlighted differences between the Existing Individual PMAs and the Individual PMA which are intended to improve the implementation as they provide an option for direct settlement of fees onshore between the two onshore parties;
- (d) the services to be provided by the Property Manager and its related corporations under the New Master PMA;
- (e) the terms of the New Master PMA, including the fees payable to the Property Manager;

- (f) no changes in the fee formula and no additional expenses that are reimburseable under the New Master PMA as compared to the Existing Master PMA;
- (g) evaluation of fees under the New Master PMA against the fees under the property management agreements of the Comparables listed on the SGX-ST with retail assets located in the PRC;
- (h) the New Master PMA being applied to the PMA Properties, comprising the Existing Managed Properties and New Properties, and not to Beijing Wanliu Mall (as it is not wholly-owned by BHG Retail REIT) and the properties under a master lease to wholly-owned subsidiaries of BHL (being Dalian Jinsanjiao and Xining Huayuan);
- (i) the term of New Master PMA and the Individual PMA being five (5) years from the Commencement Date and the termination events set out in the New Master PMA and the Individual PMA;
- (j) the renewal of the New Master PMA and the Individual PMA for an additional five-year term being subject to Rules 905 and 906 of the Listing Manual; and
- (k) the entry into the New Master PMA complies with all applicable laws and regulations including Appendix 6 and PRC laws and regulations.

Based on the information provided to us (whether written or verbal) by BHG Retail REIT and the Management, as well as the information contained in the Circular, the analysis undertaken by us and subject to the qualifications and assumptions made herein, we are of the opinion that the New Master PMA is on normal commercial terms and is not prejudicial to the interests of BHG Retail REIT and its minority Unitholders.

Accordingly, we advise the Independent Directors and the Audit and Risk Committee to recommend that Unitholders vote in favour of the New Master PMA.

We wish to highlight that by approving the entry into the New Master PMA, Unitholders are deemed to have approved the entry into the New Individual PMAs (Existing Managed Properties).

The Independent Directors, the Audit and Risk Committee, and the Trustee should note that we have arrived at our opinion based on information made available to us prior to, and including, the Latest Practicable Date. Our opinion on the New Master PMA cannot and does not take into account any subsequent developments after the Latest Practicable Date as these are governed by factors beyond the scope of our review, and would not fall within our terms of reference in connection with our evaluation of the New Master PMA.

We have prepared this letter pursuant to Rule 921(4)(a) of the Listing Manual, as well as to advise the Independent Directors, the Audit and Risk Committee, and the Trustee in connection with and for the purposes of their consideration of the New Master PMA. Any recommendation made by the Independent Directors and the Audit and Risk Committee in respect of the New Master PMA shall remain their responsibility.

While a copy of this letter may be reproduced in the Circular, no other person may reproduce, disseminate or quote this letter (or any part thereof) for any purpose (other than the intended purpose in relation to the New Master PMA) at any time and in any manner without our prior written consent in each specific case. For the avoidance of doubt, nothing in this letter prevents BHG Retail REIT, the Manager, the Directors, the Trustee or the Unitholders from reproducing, disseminating or quoting this letter without our prior consent for the purpose of any matter relating to the New Master PMA. This opinion is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours faithfully

For and on behalf of

Ernst & Young Corporate Finance Pte Ltd

Luke Pais
Chief Executive Officer

Elisa Montano
Associate Partner