



MANULIFE US REAL ESTATE INVESTMENT TRUST

(a real estate investment trust constituted on 27 March 2015 under the laws of the Republic of Singapore)

DIVESTMENT OF PROPERTY KNOWN AS FIGUEROA LOCATED IN LOS ANGELES, CALIFORNIA

Capitalised terms used herein, but not otherwise defined, shall have the meanings ascribed to them in Manulife US Real Estate Investment Trust's circular dated 1 December 2025 (the "2025 Circular").

1. INTRODUCTION

Manulife US Real Estate Management Pte. Ltd., as manager of Manulife US Real Estate Investment Trust ("**Manulife US REIT**", and the manager of Manulife US REIT, the "**Manager**") refers to the 2025 Circular pursuant to which a Disposition Mandate (as defined in the 2025 Circular) was obtained for the disposal of Manulife US REIT's existing properties (the "**Existing Properties**").

Pursuant to the Disposition Mandate, the Manager is pleased to announce that Manulife US REIT, through its indirect wholly owned subsidiary, Hancock S-REIT LA Corp (the "**Seller**"), is proposing to sell the property known as Figueroa (the "**Figueroa Divestment**") located at 865 South Figueroa Street, Los Angeles ("**LA**"), California, United States 90017 (the "**Property**") to the City of Los Angeles, a municipal corporation, acting by and through its Department of Water and Power, an unrelated third-party purchaser (the "**Purchaser**"), at a sale price of US\$92.5 million.

As the Purchaser is a municipal entity, the entry into the purchase and sale agreement ("**Purchase and Sale Agreement**") is subject to board and council meetings where the members of the public may attend. A copy of the Purchase and Sale Agreement will be made available to the public prior to such meetings, and the announcement has been made on this basis. The Seller has provided its signature page to the Purchaser. However, the Purchaser will only execute the Purchase and Sale Agreement after it has obtained its necessary approvals.

The Purchase and Sale Agreement has not been signed by the Purchaser, and there is no assurance that it would be executed. If the Purchaser obtains the necessary approvals for the transaction, it is expected that the Purchase and Sale Agreement will be fully executed around May 2026.

2. INFORMATION ON THE PROPERTY

The Property is a 35-storey office building located in LA. As at 31 December 2025, the Property was 45.6% occupied with a weighted average lease expiry of 4.9 years (by net lettable area (“**NLA**”)).

3. PRINCIPAL TERMS OF THE FIGUEROA DIVESTMENT

3.1 Consideration and Valuation

The consideration of US\$92.5 million (the “**Consideration**”) is subject to the holdback amount deposited by the Seller for tenant improvement and capital expenditure works (the “**Holdback Amount**”), payment of other outstanding tenant improvement allowances, tenant concessions, leasing commissions, free rent remaining in 2026, parking abatement or any other abatement (collectively, the “**Seller Leasing Costs**”) by the Seller and customary closing prorations and adjustments. The Consideration of US\$92.5 million, less the estimated Holdback Amount of approximately US\$3.7 million and other Seller Leasing Costs of approximately US\$3.1 million¹ (subject to closing adjustments), was arrived at on a willing-buyer willing-seller basis, taking into account the independent valuation of the Property. DBS Trustee Limited, in its capacity as trustee of Manulife US REIT (the “**Trustee**”) and the Manager commissioned an independent property valuer, JLL Valuation & Advisory Services, LLC (the “**Valuer**”), to value the Property. Using the income capitalisation approach which consists of the discounted cash flow method and direct capitalisation method, the Valuer valued the Property at US\$92.7 million as at 20 March 2026.

In accordance with the trust deed constituting Manulife US REIT dated 27 March 2015 (as amended, supplemented and/or restated from time to time) (the “**Trust Deed**”), the Manager is entitled to a divestment fee of approximately US\$0.4 million, being 0.5% of the net Consideration.

If the Purchase and Sale Agreement is executed, the Figueroa Divestment is expected to complete within 2Q2026. Upon completion, Manulife US REIT will own six properties in the U.S. with an aggregate NLA of approximately 2.8 million square feet.

3.2 Principal Terms of the Purchase and Sale Agreement

The principal terms of the Purchase and Sale Agreement include, amongst others, the following:

- (i) the Purchaser will make an initial US\$1.85 million deposit within five business days of the opening of escrow pursuant to the Purchase and Sale Agreement and an additional US\$1.53 million deposit, in the event where the Purchaser intends to extend the completion date by up to 15 days (the “**Deposit**”). The Deposit will be

¹ The estimated Holdback Amount is US\$3.7 million and the estimated Seller Leasing Costs is approximately US\$3.1 million based on the expected date of completion, but the actual Holdback Amount and Seller Leasing Costs on completion may differ from estimates.

applied towards payment of the Consideration unless the Purchase and Sale Agreement is terminated;

- (ii) if prior to the expiration of the investigation period, the Purchaser delivers the buyer's termination notice, the Deposit will be returned to the Purchaser. If such notice is only delivered by the Purchaser after expiration of the investigation period, the Purchaser will forfeit the Deposit;
- (iii) the Purchaser will deposit the balance of the purchase price (being the Consideration less the Deposit) with an escrow agent;
- (iv) customary provisions relating to the Figueroa Divestment, including customary representations and warranties, indemnities and pre-completion covenants; and
- (v) the Property is sold subject to, among others, existing licences, leases and the Permitted Exceptions (as defined in the Purchase and Sale Agreement) for the Property, and with the Property in its "as-is, where-is" condition, subject to the express representations of the Purchase and Sale Agreement.

The Purchase and Sale Agreement contains, among others, the following conditions precedent to the Seller's obligation to sell the Property:

- (i) the Purchaser performing all covenants under the Purchase and Sale Agreement to be performed by the Purchaser prior to the completion date; and
- (ii) the Purchaser's representations and warranties as set out in the Purchase and Sale Agreement being true and correct in all material respects as of the completion date as if they were made on the completion date.

The Purchaser's ability to purchase the Property is subject to the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles and the Los Angeles City Council approving the Purchase and Sale Agreement. The Purchaser will not sign the Purchase and Sale Agreement in the event of failure to obtain any requisite approvals no later than expiry of the investigation period. In the event of any right of termination arising after the expiry of the investigation period, such right would have to be waived by the Purchaser for the Purchaser to remain obliged to purchase the Property.

4. RATIONALE FOR THE FIGUEROA DIVESTMENT

The net sales proceeds from the Figueroa Divestment will be utilised to make an early repayment of outstanding loan due in 2026 and partial repayment of loans due in 2027. It will also improve Manulife US REIT's financial ratios and pave the way for portfolio diversification and growth.

5. USE OF SALE PROCEEDS AND FINANCIAL EFFECTS OF THE FIGUEROA DIVESTMENT

5.1 Use of sale proceeds

After taking into account the Figueroa Divestment related expenses of approximately US\$3.3 million, the net proceeds from the Figueroa Divestment are approximately US\$82.4

million, resulting in an estimated net loss from the Figueroa Divestment of approximately US\$10.1 million¹.

The Manager intends to utilise the net proceeds to make an early repayment of Manulife US REIT's outstanding loan due in 2026 and partial repayment of loans in 2027, as well as to fund capital expenditure.

5.2 Pro forma financial effects

The *pro forma* financial effects of the Figueroa Divestment on the income available for distribution to unitholders of Manulife US REIT (the "**Unitholders**") per unit of Manulife US REIT ("**Unit**", and the income available for distribution per Unit, the "**DPU**") and the net asset value ("**NAV**") per Unit presented below are strictly for illustrative purposes only and are prepared based on the latest unaudited financial statements of Manulife US REIT and its subsidiaries (the "**Manulife US REIT Group**") for the financial year ended 31 December 2025 ("**FY2025**", and the unaudited financial statements for FY2025, the "**FY2025 Unaudited Financial Statements**").

5.2.1 FY2025 Pro Forma Financial Effects

FOR ILLUSTRATIVE PURPOSES ONLY: The *pro forma* financial effects of the Figueroa Divestment are strictly for illustrative purposes only and were prepared based on the FY2025 Unaudited Financial Statements.

The *pro forma* financial effects were prepared based on the following assumptions:

- (i) the Figueroa Divestment had been completed with net proceeds of approximately US\$82.4 million, of which US\$72.4 million was utilised to repay debt (the "**Figueroa Debt Repayment**") and the remaining US\$10.0 million was retained to fund capital expenditure; and
- (ii) the divestments of Plaza and Peachtree were completed with cumulative debt repayment of US\$161.0 million and an additional US\$25.0 million² was used to repay debt (the "**Prior Transactions**").

(i) FY2025 Pro Forma DPU

The *pro forma* financial effects of the Figueroa Divestment and Figueroa Debt Repayment, and collectively with the Prior Transactions, on Manulife US REIT's DPU, as if the transactions were completed on 1 January 2025, are as follows:

	FY2025 Unaudited Financial Statements	After the Figueroa Divestment and Figueroa Debt Repayment	After the Figueroa Divestment, Figueroa Debt Repayment and the Prior Transactions

1 The estimated net loss on disposal is calculated by subtracting the net proceeds from the Figueroa Divestment (after deducting the estimated divestment related expenses) from the book value of the Property of US\$92.5 million as at the date of this announcement.

2 The announcement dated 23 May 2025 titled "*Amendments to the terms of Master Restructuring Agreement*" stated that Manulife US REIT will utilise cash from its balance sheet to make additional debt repayments of US\$25.0 million. Such debt repayment was made in July 2025.

Income available for distribution to Unitholders (“DI”) (US\$ '000)	25,542	25,003	23,557
Units in issue ('000)	1,776,565	1,776,565	1,776,565
DPU based on DI over Units in issue (US cents)	1.44	1.41	1.33
DPU dilution (%) ⁽¹⁾	-	(2.1)	(7.8)

Note:

(1) Subject to rounding difference.

(ii) Pro Forma NAV per Unit as at 31 December 2025

The *pro forma* financial effects of the Figueroa Divestment and Figueroa Debt Repayment on Manulife US REIT’s NAV per Unit, as if the transactions were completed on 31 December 2025, are as follows:

	FY2025 Unaudited Financial Statements	After the Figueroa Divestment and Figueroa Debt Repayment
NAV (US\$ '000)	349,776	339,475
Units in issue and to be issued ('000)	1,835,124	1,835,124
NAV per Unit (US\$)	0.19	0.18

(iii) Pro Forma Aggregate Leverage as at 31 December 2025

The *pro forma* financial effects of the Figueroa Divestment and Figueroa Debt Repayment on Manulife US REIT’s aggregate leverage, as if the transactions were completed on 31 December 2025, are as follows:

	FY2025 Unaudited Financial Statements	After the Figueroa Divestment and Figueroa Debt Repayment
Gross borrowings (US\$ '000)	559,014	486,598
Total assets (US\$ '000)	963,214	880,714
Aggregate leverage (%)	58.0	55.3

6. OTHER INFORMATION

6.1 Interests of Directors and Controlling Unitholders

Save for the unitholding interests in Manulife US REIT held by certain directors of the Manager and the controlling Unitholders, and based on information available to the Manager as at the date of this announcement, none of the directors of the Manager or the controlling Unitholders has an interest, direct or indirect, in the Figueroa Divestment.

6.2 Directors' Service Contracts

No person is proposed to be appointed as a director of the Manager in connection with the Figueroa Divestment or any other transactions contemplated in relation to the Figueroa Divestment.

6.3 Disclosure under Rule 1006 of the Listing Manual

Chapter 10 of the listing manual of the Singapore Exchange Securities Trading Limited (the "Listing Manual") governs the acquisition or divestment of assets, including options to acquire or dispose of assets, by Manulife US REIT. Such transactions are classified into the following categories: (i) non-discloseable transactions, (ii) discloseable transactions, (iii) major transactions and (iv) very substantial acquisitions or reverse takeovers, depending on the size of the relative figures computed on, *inter alia*, the following bases or comparison set out in Rules 1006(a), 1006(b) and 1006(c) of the Listing Manual:

- (a) NAV of the assets to be disposed of, compared with the issuer's NAV;
- (b) the net profits attributable to the assets disposed of, compared with the issuer's net profits; and
- (c) the aggregate value of the consideration received, compared with the issuer's market capitalisation.

The relative figures for the Figueroa Divestment using the applicable bases of comparison described above are set out in the table below.

Comparison of:	Figueroa Divestment (US\$ million)	Manulife US REIT (US\$ million)	Relative figure (%)
Rule 1006(a) NAV of the asset to be disposed of, compared with Manulife US REIT's NAV	92.5	349.8 ⁽¹⁾	26.4
Rule 1006(b) Net profits attributable to the asset disposed of, compared with Manulife US REIT's net profits	(7.3)	(76.8) ⁽¹⁾	9.5
Rule 1006(c) Aggregate value of the consideration to be received, compared with Manulife US REIT's market capitalisation	85.7 ⁽²⁾	100.2 ⁽³⁾	85.5

Notes:

- (1) Based on the FY2025 Unaudited Financial Statements.

- (2) For the purposes of computation under Rule 1006(c), the aggregate consideration received by Manulife US REIT is the aggregate sale consideration for the Property less the estimated Holdback Amount and Seller Leasing Costs of approximately US\$6.8 million, excluding divestment related costs.
- (3) Based on 1,776,565,421 Units in issue and the weighted average price of US\$0.0564 per Unit on the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) on the market day preceding the date of this announcement.

Based on the relative figure as computed on the base set out in Rule 1006(c) of the Listing Manual, the Figueroa Divestment is classified as a major transaction under Chapter 10 of the Listing Manual. The prior approval of the Unitholders is not required as the Manager is relying on the Disposition Mandate for the Figueroa Divestment.

6.4 Disposition Mandate

The table below sets out the compliance with the requirements of the salient terms of the Disposition Mandate as set out in paragraph 5.3 of the Letter to Unitholders in the 2025 Circular.

Terms	Compliance
<p>(i) The objectives of the Disposition Mandate are to provide the Manager with a competitive edge as seller, and the needed flexibility to execute business plans and asset dispositions that are essential to the Growth and Value Up Plan and essential to preserve long-term Unitholder value from the sale of the Existing Properties.</p>	<p>As stated in Paragraph 4 above, the Figueroa Divestment will enable Manulife US REIT to repay outstanding loans and pave the way for growth.</p>
<p>(ii) At the relevant point of sale and prior to the signing of the definitive agreements in each disposition transaction relating to any Existing Property, Manulife US REIT shall arrange for a valuation of such asset by an independent valuer, with the valuation being no earlier than two months prior to the entry into the purchase and sale agreement for such asset, to ascertain the market value of such asset (which is based on such formal valuation report). The independent valuer shall be appointed by the Trustee to maintain independence and the valuation should be conducted in accordance with the requirements of the Listing Manual and the Appendix 6 of the CIS Code, (the “Property Funds Appendix”).</p>	<p>As stated in paragraph 1 above, the Purchaser will only sign the Purchase and Sale Agreement after it obtains the necessary approvals for the transaction, it is expected that the Purchase and Sale Agreement will be fully executed around May 2026.</p> <p>As stated in paragraph 3.1, the Valuer is appointed by the Trustee and the Manager to value the Property as at 20 March 2026. Even though the valuation as at 20 March 2026 is currently used, the Trustee and the Manager may arrange for a separate valuation of the Property if necessary, such that the date of valuation will be no earlier than two months prior to the time when the Purchase and Sale Agreement is fully executed.</p>

Terms	Compliance
(iii) Each of the Existing Properties may be sold at Net Consideration ¹ of no less than 90% of the latest independent valuation obtained, in accordance with the requirements of the Property Funds Appendix.	The Property is being sold at Net Consideration which is no less than 90% of the Valuer's independent valuation of the Property.
(iv) Every disposition pursuant to the Disposition Mandate must be approved by all the directors of the Manager.	All the directors of the Manager have approved the Figueroa Divestment.
(v) As the Previous Disposition Mandate does not explicitly cover the event where a purchase and sale agreement is entered into with a third party for the divestment of an Existing Property prior to or on 31 December 2025 (being the date of expiry of the Previous Disposition Mandate) and where completion pursuant to such divestment is after 31 December 2025, Unitholders would be deemed to have approved such completion by approving the Disposition Mandate. Nevertheless, for the avoidance of doubt, such divestment will not count towards the exhaustion of the Disposition Mandate since it was initiated pursuant to the Previous Disposition Mandate for purposes of meeting the Minimum Sale Target.	Not applicable as the Purchase and Sale Agreement is entered into after 31 December 2025.
(vi) If approved by the Unitholders at the EGM, the authority conferred by the Disposition Mandate will continue in force for a period commencing from and including the day after the date of expiry of the Previous Disposition Mandate (being 1 January 2026) until the earliest of the following: (a) 30 April 2027;	The Divestment is authorised under the Disposition Mandate which continues to be in force.

1 "Net Consideration" refers to the gross sale price less seller's credit, or in the current instance, the Holdback Amount and Seller Leasing Costs.

Terms	Compliance
<p>(b) the aggregate Net Proceeds¹ raised from the divested properties exceeds US\$350.0 million. For the avoidance of doubt, in the event that the sale of any Existing Property would result in the aggregate Net Proceeds increasing from an amount below US\$350.0 million to an amount exceeding US\$350.0 million, the sale of such Existing Property is also deemed approved by this Disposition Mandate;</p> <p>(c) three assets have been sold; or</p> <p>(d) Manulife US REIT's aggregate leverage falls below 40%.</p>	
<p>(vii) Notwithstanding the rest of the terms of the Disposition Mandate, the Disposition Mandate does not cover a sale to interested person(s) of Manulife US REIT. If a transaction with interested person(s) of Manulife US REIT is equal to or exceeds the thresholds prescribed in Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the Manager shall seek specific Unitholders' approval and/or make an immediate announcement in respect of such transaction in accordance with Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix.</p>	<p>The Purchaser is an unrelated third-party and not an interested person of Manulife US REIT.</p>

1 "Net Proceeds" refers to the gross sale price less seller's credit (or in the current instance, the Holdback Amount and Seller Leasing Costs) and transaction costs. The Holdback Amount is for tenant improvement allowances and capital expenditure costs and the Seller Leasing Costs is for the payment of other outstanding tenant improvement allowances, tenant concessions, leasing commissions, free rent remaining in 2026, parking abatement or any other abatement. The Holdback Amount and Seller Leasing Costs are subject to closing adjustments. Transaction costs refers to taxes, professional fees and other fees incurred in connection with the divestments. Although the gross proceeds which Manulife US REIT will receive from the divestments pursuant to the Disposition Mandate will be higher than US\$350.0 million, Net Proceeds is more reflective of the actual amount which Manulife US REIT will be able to utilise from the divestments.

6.5 Documents Available for Inspection

The Purchase and Sale Agreement and the valuation report of the Valuer are available for in-person inspection with prior appointment during normal business hours at the registered office of the Manager at 8 Cross Street, #16-03, Manulife Tower, Singapore 048424 from the date of this announcement up to and including the date falling three months after the date of this announcement.

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

BY ORDER OF THE BOARD

John Casasante

Chief Executive Officer & Chief Investment Officer

Manulife US Real Estate Management Pte. Ltd.

(Company Registration No. 201503253R)

As manager of Manulife US Real Estate Investment Trust

30 March 2026

IMPORTANT NOTICE

This announcement is for information purposes only and does not constitute or form part of an offer, invitation or solicitation of any offer to purchase or subscribe for any securities of Manulife US REIT in Singapore or any other jurisdiction nor should it or any part of it form the basis of, or be relied upon in connection with, any contract or commitment whatsoever.

The value of units in Manulife US REIT (“**Units**”) and the income derived from them may fall as well as rise. The Units are not obligations of, deposits in, or guaranteed by the Manager, DBS Trustee Limited (as trustee of Manulife US REIT) or any of their respective affiliates.

An investment in the Units is subject to investment risks, including the possible loss of the principal amount invested. Holders of Units (“**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 Manulife US REIT is not necessarily indicative of the future performance of Manulife US REIT.