

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an **EXTRAORDINARY GENERAL MEETING** ("EGM") of the holders of units ("Units") of Mapletree Greater China Commercial Trust ("MGCT", and the holders of Units of MGCT, "Unitholders") will be held on 24 April 2018 (Tuesday) at 3.30 p.m. at 10 Pasir Panjang Road, Mapletree Business City, Town Hall – Auditorium, Singapore 117438, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

ORDINARY RESOLUTION

THE PROPOSED ACQUISITION OF THE JAPAN PORTFOLIO

That:

- (i) approval be and is hereby given for the proposed acquisition (the "**Proposed Acquisition**") of (a) IXINAL Monzen-nakacho Building; (b) Higashi-nihonbashi 1-chome Building; (c) TS Ikebukuro Building; (d) SII Makuhari Building; (e) ABAS Shin-Yokohama Building; and (f) Fujitsu Makuhari Building (collectively, the "**Japan Portfolio**") through:
 - (a) the acquisition of the sole ordinary share comprising 100.0% of the total issued share capital of Tsubaki 1 Pte. Ltd. ("**SGCo1**"), which in turn directly wholly owns Tsubaki 2 Pte. Ltd. ("**SGCo2**") on the terms and conditions set out in the conditional share purchase agreement dated 27 March 2018 (the "**Share Purchase Agreement**") made between DBS Trustee Limited (in its capacity as trustee of MGCT) (the "**Trustee**") and Mapletree Japan Office Assets Pte. Ltd. and that the entry into of the Share Purchase Agreement be and is hereby approved and ratified;
 - (b) the investment in Godo Kaisha Tsubaki 3 ("**Tsubaki GK**"), on the terms and conditions set out in the silent partnership agreement dated 27 March 2018 (the "**Silent Partnership Agreement**") made between SGCo2 and Tsubaki GK and that the entry into of the Silent Partnership Agreement be and is hereby approved and ratified;
 - (c) the subscription for 49.0% and 51.0% of the preferred shares in the issued share capital of Tsubaki Tokutei Mokuteki Kaisha ("**Tsubaki TMK**") by SGCo1 and Tsubaki GK respectively, on the terms and conditions set out in the subscription agreement to be entered into between SGCo1, Tsubaki GK and Tsubaki TMK (the "**Preferred Shares Subscription Agreement**") and that the entry into of the Preferred Shares Subscription Agreement be and is hereby approved; and
 - (d) the conditional trust beneficial interest sale and purchase agreements entered into between Tsubaki TMK and each of Higashikoujiya Shugogatakojo Tokutei Mokuteki Kaisha, Godo Kaisha Lotus, Godo Kaisha Plum and Godo Kaisha Makuhari Red dated 27 March 2018 (the "**TBI Sale and Purchase Agreements**") for the acquisition of the Japan Portfolio by Tsubaki TMK and that the entry into of the TBI Sale and Purchase Agreements be and are hereby approved and ratified,

details of the above are contained in the circular to Unitholders dated 6 April 2018 (the "**Unitholders' Circular**");
- (ii) approval be and is hereby given for (a) the asset management agreement to be entered into between Tsubaki TMK and Mapletree Investments Japan Kabushiki Kaisha (as the asset manager) (the "**Japan Asset Management Agreement**"), and (b) the five supplemental property management agreements to be entered into between Sumitomo Mitsui Trust Bank, Limited and Mapletree Management Services Japan Kabushiki Kaisha ("**MMSJ**") (as the property manager) and the supplemental property management agreement to be entered into between Mizuho Trust & Banking Co., Ltd. and MMSJ (as the property manager) (collectively, the "**Supplemental Japan Property Management Agreements**"), details of which are contained in the Unitholders' Circular;
- (iii) approval be and is hereby given for the payment of all amounts, fees and expenses relating and pursuant to the Proposed Acquisition, the Japan Asset Management Agreement and the Supplemental Japan Property Management Agreements; and
- (iv) Mapletree Greater China Commercial Trust Management Ltd., as manager of MGCT, (the "**Manager**"), any director of the Manager, and the Trustee, be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of MGCT to give effect to the Proposed Acquisition and all transactions contemplated under the Preferred Shares Subscription Agreement, the Silent Partnership Agreement, the Share Purchase Agreement,

the Japan Asset Management Agreement, the Supplemental Japan Property Management Agreements and the TBI Sale and Purchase Agreements and in this connection, the board of directors of the Manager (the "**Board**") be hereby authorised to delegate such authority to such persons as the Board deems fit.

BY ORDER OF THE BOARD

Mapletree Greater China Commercial Trust Management Ltd.

(Company Registration No. 201229323R)

As Manager of Mapletree Greater China Commercial Trust

Wan Kwong Weng

Joint Company Secretary

Singapore

6 April 2018

Important Notice:

1. A Unitholder, who is not a Relevant Intermediary (as defined herein) entitled to attend and vote at the EGM is entitled to appoint one or two proxies to attend and vote in his/her stead. A proxy need not be a Unitholder. Where a Unitholder appoints more than one proxy, the appointments shall be invalid unless he/she specifies the proportion of his/her holding (expressed as a percentage of the whole) to be represented by each proxy.
 2. A Unitholder who is a Relevant Intermediary entitled to attend and vote at the EGM is entitled to appoint more than one proxy to attend and vote instead of the Unitholder, but each proxy must be appointed to exercise the rights attached to a different Unit or Units held by such Unitholder. Where such Unitholder appoints more than one proxy, the appointments shall be invalid unless the Unitholder specifies the number of Units in relation to which each proxy has been appointed in the Proxy Form (defined below).
- "**Relevant Intermediary**" means:
- (a) a banking corporation licensed under the Banking Act, Chapter 19 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Units in that capacity;
 - (b) a person holding a capital market services licence to provide custodial services for securities under the Securities and Futures Act, Chapter 289 of Singapore, and who holds Units in that capacity; or
 - (c) the Central Provident Fund Board ("**CPF Board**") established by the Central Provident Fund Act, Chapter 36 of Singapore, in respect of Units purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
3. The instrument appointing a proxy or proxies (the "**Proxy Form**") must be deposited at the office of MGCT's Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 not later than 3.30 p.m. on 21 April 2018 (Saturday) being 72 hours before the time fixed for the EGM.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a Unitholder (i) consents to the collection, use and disclosure of the Unitholder's personal data by the Manager and the Trustee (or their agents) for the purpose of the processing, administration and analysis by the Manager and the Trustee (or their agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Manager and the Trustee (or their agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the Unitholder discloses the personal data of the Unitholder's proxy(ies) and/or representative(s) to the Manager and the Trustee (or their agents), the Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Manager and the Trustee (or their agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Unitholder will indemnify the Manager and the Trustee in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder's breach of warranty.