(a real estate investment trust constituted
on 13 December 2012 under the laws of the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of the holders of units of Soilbuild Business Space REIT ("**Soilbuild REIT**", and the holders of units of Soilbuild REIT, "**Unitholders**") will be held on Wednesday, 21 February 2018 at 10.30 a.m. at Raffles City Convention Centre (Atrium Ballroom), 80 Bras Basah Road, Singapore 189560, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions (capitalised terms not otherwise defined herein shall bear the meanings ascribed to them in the circular dated 2 February 2018 to Unitholders (the "**Circular**")):

THE PROPOSED DIVESTMENT OF A PROPERTY KNOWN AS KTL OFFSHORE, AND THE MECHANICAL AND ELECTRICAL EQUIPMENT THEREIN, AND THE ENTRY INTO OF THE DEED OF NOVATION TO NOVATE THE LEASE AGREEMENT IN RELATION THERETO AS AN INTERESTED PERSON TRANSACTION (ORDINARY RESOLUTION)

That:

(i) approval be and is hereby given for the proposed divestment (the "**Proposed Divestment**") of the property located at 61 Tuas Bay Drive Singapore 637428 and 71 Tuas Bay Drive Singapore 637430, commonly known as KTL Offshore (the "**Property**") and the mechanical and electrical equipment therein to SB Pioneer Investment Pte. Ltd. (the "**Purchaser**"), on the terms and conditions set out in the put and call agreement dated 28 December 2017 (the "**Option Agreement**") entered into between DBS Trustee Ltd, in its capacity as trustee of Soilbuild REIT (the "**Trustee**") and the Purchaser, and the entry into of the Option Agreement be and is hereby approved and/or ratified;

(ii) approval be and is hereby given for the payment of all fees and expenses relating to the Proposed Divestment;

(iii) approval be and is hereby given for the proposed entry into of the deed of novation (the "**Novation Deed**") between the Trustee, the Purchaser and KTL Offshore Pte. Ltd. to novate the lease agreement with KTL Offshore Pte. Ltd. expiring on 25 August 2021 to the Purchaser, on the terms and conditions set out in the Novation Deed; and

(iv) SB REIT Management Pte. Ltd., as the manager of Soilbuild REIT, (the "**Manager**"), any director or the Chief Executive Officer 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 or the Chief Executive Officer of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Soilbuild REIT to give effect to the Proposed Divestment and the entry into of the Novation Deed and all transactions in connection therewith.

BY ORDER OF THE BOARD
SB REIT Management Pte. Ltd.
(Company Registration Number: 201224644N)
As manager of Soilbuild REIT

Ngiam May Ling
Lim Hui Hua
Company Secretaries
Singapore
2 February 2018

Notes:

(1) A Unitholder who is not a relevant intermediary entitled to attend and vote at the EGM of Soilbuild REIT 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.

"**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 markets 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 proxy form must be deposited at the Unit Registrar's office at Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 no later than Monday, 19 February 2018 at 10.30 a.m., being 48 hours before the time fixed for the EGM of Soilbuild REIT.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM of Soilbuild REIT 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 and administration by the Manager and the Trustee (or their agents) of proxies and representatives appointed for the EGM of Soilbuild REIT (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM of Soilbuild REIT (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.