



CAPITALAND COMMERCIAL TRUST

(Constituted in the Republic of Singapore pursuant to a trust deed dated 6 February 2004 (as amended))

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of the holders of units of CapitaLand Commercial Trust ("**CCT**", and the holders of units of CCT, "**Unitholders**") will be held at Raffles City Convention Centre, Canning Ballroom, Level 4, 2 Stamford Road, Singapore 178882, on Friday, 6 September 2019 at 10.30 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution (capitalised terms not otherwise defined herein shall bear the meanings ascribed to them in the circular dated 19 August 2019 to Unitholders (the "**Circular**")):

THE PROPOSED ACQUISITION OF 94.9% OF THE SHARES IN THE TARGET COMPANIES WHICH HOLD MAIN AIRPORT CENTER (ORDINARY RESOLUTION)

That:

- (i) approval be and is hereby given for the acquisition of 94.9% of the shares in MAC Property Company B.V. ("**MP**") and in MAC Car Park Company B.V. ("**MCP**", together with MP, the "**Target Companies**", and the acquisition of shares in the Target Companies, the "**Acquisition**", which hold Main Airport Center, from CLI MAC (Netherlands) B.V. ("**CLI MAC**") and CLI CP (Netherlands) B.V. ("**CLI CP**", and together with CLI MAC, the "**Vendors**"), on the terms and conditions set out in the share purchase agreement dated 16 July 2019 (the "**Share Purchase Agreement**") made between CCT Mercury One Pte. Ltd., a wholly owned subsidiary of CCT and the Vendors, and the entry into the Share Purchase Agreement be and is hereby approved and ratified;
- (ii) approval be and is hereby given for the entry into the shareholders' agreement in relation to the Target Companies (the "**Shareholders' Agreement**");
- (iii) approval be and is hereby given for the payment of all fees and expenses relating to the Acquisition; and
- (iv) CapitaLand Commercial Trust Management Limited, as the manager of CCT (the "**Manager**"), any director of the Manager, and HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of CCT (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 CCT to give effect to the Acquisition (including the entry into the Shareholders' Agreement).

BY ORDER OF THE BOARD

CapitaLand Commercial Trust Management Limited

(Registration Number: 200309059W)

as manager of CapitaLand Commercial Trust

Lee Ju Lin, Audrey
Company Secretary

Singapore
19 August 2019

Notes:

1. (a) A Unitholder who is not a relevant intermediary (as defined below) is entitled to appoint not more than two proxies to attend, speak and vote at the EGM. Where such Unitholder's Proxy Form appoints more than one proxy, the proportion of the Unitholder's holdings concerned to be represented by each proxy shall be specified in the Proxy Form.
- (b) A Unitholder who is a relevant intermediary is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different Unit or Units held by such Unitholder. Where such Unitholder's Proxy Form appoints more than one proxy, the number of Units in relation to which each proxy has been appointed shall be specified in the Proxy Form.

"relevant intermediary" means:

- (i) 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;
 - (ii) 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
 - (iii) 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.
2. A proxy need not be a Unitholder.
 3. The Proxy Form must be deposited at the office of CCT's Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 no later than Wednesday, 4 September 2019 at 10.30 a.m., being 48 hours before the time appointed for holding 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 of CCT 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 CCT (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM of CCT (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.