



## CAPITALAND RETAIL CHINA TRUST

(Constituted in the Republic of Singapore  
pursuant to a trust deed dated 23 October 2006 (as amended))

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of the holders of units of CapitaLand Retail China Trust (“**CRCT**”, and the holders of units in CRCT, “**Unitholders**”) will be held at The Star Gallery, Level 3, The Star Performing Arts Centre, 1 Vista Exchange Green, Singapore 138617, on Thursday, 1 August 2019 at 10.00 a.m. (“**EGM**”), for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

#### ORDINARY RESOLUTION

#### THE PROPOSED ACQUISITION OF THE COMPANIES WHICH HOLD CAPITAMALL XUEFU, CAPITAMALL AIDEMENGDUN AND CAPITAMALL YUHUATING FROM INTERESTED PERSONS

That:

- (i) approval be and is hereby given for the acquisition of the shares in the companies which hold CapitaMall Xuefu, CapitaMall Aidemengdun and CapitaMall Yuhuating (the “**Properties**”, and such acquisition, the “**Acquisition**”), from Ever Outstand Limited, CapitaRetail China Developments D5 (HK) Limited, Upper Great Limited and CapitaRetail China Investments Pte. Ltd. (collectively, the “**Vendors**”), on the terms and conditions set out in the agreement dated 11 June 2019 (the “**Agreement**”) made between the Purchasers, being CRCT China Investment (Harbin I) Pte. Ltd., CRCT China Investment (Harbin II) Pte. Ltd. and CRCT China Investment (Changsha) Pte. Ltd., and the Vendors, and the entry into of the Agreement be and is hereby approved and ratified;
- (ii) approval be and is hereby given for the payment of all fees and expenses relating to the Acquisition;
- (iii) approval be and is hereby given for CapitaLand Retail (Shanghai) Management & Consulting Co., Ltd. and its branches (the “**Property Manager**”) to manage the Properties following the completion of the Acquisition pursuant to and in accordance with the terms of the property management agreements to be entered into with the Property Manager; and
- (iv) CapitaLand Retail China Trust Management Limited as the manager of CRCT (the “**Manager**”), any director of the Manager, and HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of CRCT) (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 CRCT to give effect to the Acquisition and the entry into the property management agreements with the Property Manager.

BY ORDER OF THE BOARD

CapitaLand Retail China Trust Management Limited  
(Registration Number: 200611176D)  
as manager of CapitaLand Retail China Trust

**CHUO CHER SHING**  
Company Secretary

Singapore  
8 July 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 unitholding 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 CRCT's Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 no later than Tuesday, 30 July 2019 at 10.00 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 CRCT 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 CRCT (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM of CRCT (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.