

MAPLETREE LOGISTICS TRUST
(Constituted in the Republic of Singapore pursuant to
a trust deed dated 5 July 2004 (as amended))

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an **EXTRAORDINARY GENERAL MEETING** ("EGM") of the holders of Units of Mapletree Logistics Trust ("MLT", and the holders of Units of MLT, "**Unitholders**") will be held on 13 September 2017 (Wednesday) 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 resolutions:

ORDINARY RESOLUTION 1

THE PROPOSED ACQUISITION OF MAPLETREE LOGISTICS HUB TSING YI, HONG KONG SAR, WHICH IS AN INTERESTED PERSON TRANSACTION

That:

- (i) approval be and is hereby given for the acquisition of Mapletree Logistics Hub Tsing Yi, through the acquisition of 100.0% of the ordinary shares in the issued share capital (the "**Sale Shares**") of Mapletree Titanium Ltd. ("**Mapletree Titanium**", and the acquisition of the Sale Shares, the "**Acquisition**"), on the terms and conditions set out in the share purchase agreement (the "**Share Purchase Agreement**") dated 28 August 2017 made between HSBC Institutional Trust Services (Singapore) Limited, as trustee of MLT (the "**Trustee**") and Mapletree Overseas Holdings Ltd., and that the entry into of the Share Purchase 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; and
- (iii) Mapletree Logistics Trust Management Ltd., as the manager of MLT (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 or, as the case may be, the Trustee may consider expedient or necessary or in the interests of MLT to give effect to the Acquisition and all transactions contemplated under the Share Purchase Agreement, 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.

ORDINARY RESOLUTION 2

THE PROPOSED WHITEWASH RESOLUTION

That subject to the conditions in the letter from the Securities Industry Council dated 10 August 2017 being fulfilled, Unitholders of MLT, other than Mapletree Investments Pte Ltd ("**MIPL**"), parties acting in concert with it and parties which are not independent of them, hereby (on a poll taken) waive their rights to receive a mandatory offer from MIPL and parties acting in concert with it for all the remaining issued units in MLT ("**Units**") not owned or controlled by MIPL and parties acting in concert with it, in the event that they incur a mandatory bid obligation pursuant to Rule 14 of the Singapore Code on Take-overs and Mergers as a result of:

- (i) the issuance of new Units following a Private Placement (as defined in the circular to Unitholders of MLT dated 28 August 2017) (the "**Circular**") such that MIPL's percentage unitholding in MLT would decrease as MIPL will not be participating in the Private Placement;
- (ii) the subscription by MIPL and its subsidiaries (the "**Relevant Entities**") of new Units in connection with the Preferential Offering (as defined in the Circular) in accordance with their pro rata entitlement, and pursuant to the Undertaking (as defined in the Circular), the subscription of excess Units in the Preferential Offering so that if the Relevant Entities are fully allotted the excess Units, MIPL will maintain its percentage unitholding in MLT at the level immediately prior to the Private Placement;
- (iii) the receipt by the Manager in its personal capacity of Units as payment for the acquisition fee in relation to the Acquisition;
- (iv) the receipt by the Manager in its personal capacity of Units as payment for the management fees for the period from 1 July 2017 to 30 September 2017 ("**2Q 2017/18**"); and

- (v) the receipt by Mapletree Property Management Pte. Ltd. in its personal capacity of Units as payment for the property management fees and lease management fees for 2Q 2017/18.

BY ORDER OF THE BOARD

Mapletree Logistics Trust Management Ltd.

(Company Registration No. 200500947N)

As Manager of Mapletree Logistics Trust

Wan Kwong Weng

Joint Company Secretary

Singapore

28 August 2017

Important Notice:

1. A Unitholder who is not a Relevant Intermediary 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 MLT'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 10 September 2017 (Sunday) 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.