

MANULIFE US REAL ESTATE INVESTMENT TRUST

(a real estate investment trust constituted on 27 March 2015 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 Manulife US Real Estate Investment Trust (“**Manulife US REIT**”, and the holders of units of Manulife US REIT, “**Unitholders**”) will be held at Carlton Hotel Singapore, Empress Ballroom 5, Level 2, 76 Bras Basah Road, Singapore 189558, on Tuesday, 15 May 2018 at 5.00 p.m., for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

ORDINARY RESOLUTION:**THE PROPOSED ACQUISITION OF OFFICE PROPERTIES IN UNITED STATES AT AN AGGREGATE PURCHASE CONSIDERATION OF US\$387.0 MILLION FROM AN INTERESTED PERSON**

RESOLVED that:

(a) approval be and is hereby given for the proposed acquisition of the following office properties:

- (i) Phipps Tower, the office building located at 3438 Peachtree Road, Atlanta, Georgia, from John Hancock Life Insurance Company (U.S.A.) (“**JHUSA**”) (an indirect, wholly-owned subsidiary of The Manufacturers Life Insurance Company), on the terms and conditions set out in the sale and purchase agreement entered into between Hancock S-REIT ATL Phipps LLC, an indirect, wholly-owned subsidiary of Manulife US REIT and JHUSA; and
- (ii) the office building located at 1750 Pennsylvania Avenue NW, Washington, D.C. from JHUSA, on the terms and conditions set out in the sale and purchase agreement entered into between Hancock S-REIT DC 1750 LLC, an indirect, wholly-owned subsidiary of Manulife US REIT and JHUSA,

for an estimated aggregate purchase consideration of US\$387.0 million, on the basis set out in the Circular (the “**Acquisitions**”);

(b) approval be and is hereby given for the payment of all fees and expenses relating to the Acquisitions; and

(c) Manulife US Real Estate Management Pte. Ltd., as the manager of Manulife US REIT, (the “**Manager**”), any director of the Manager, and DBS Trustee Limited, in its capacity as the trustee of Manulife US REIT (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 Manulife US REIT to give effect to the Acquisitions.

BY ORDER OF THE BOARD

Manulife US Real Estate Management Pte. Ltd.

(Registration Number: 201503253R)

As manager of Manulife US Real Estate Investment Trust

HSIEH TSUN-YAN

Chairman and Non-Executive Director

Singapore

27 April 2018

Notes:

- 1 A Unitholder who is not a relevant intermediary (as defined below) 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 is entitled to appoint more than one proxy to attend 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 licenced 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.
- 3 The instrument appointing a proxy or proxies (the “**Proxy Form**”) must be deposited at the Registered Office of Manulife US REIT's Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 not less than seventy-two (72) hours before the time appointed 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 of Manulife US 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 Manulife US REIT (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM of Manulife US 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.