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## **RREEF China Commercial Trust** **睿富中國商業房地產投資信託基金**

*(a Hong Kong collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))*  
**(Stock Code: 625)**

**Managed by**

**RREEF China REIT Management Limited**

**(1) GRANT OF SFC WAIVER FROM STRICT COMPLIANCE BY RREEF CCT WITH THE REQUIREMENT TO PUBLISH PRELIMINARY INTERIM RESULTS/ANNUAL RESULTS ANNOUNCEMENT UNDER THE GENERAL DISCLOSURE OBLIGATION UNDER PARAGRAPH 10.3 OF THE REIT CODE**

**(2) REVISED ARRANGEMENTS OF RREEF CCT IN RESPECT OF CERTAIN CORPORATE GOVERNANCE REQUIREMENTS AND BEST INDUSTRY PRACTICES**

**(3) AMENDMENT OF THE TRUST DEED PURSUANT TO THE SUPPLEMENTAL DEED**

**(4) GRANT OF WAIVER BY THE STOCK EXCHANGE FROM STRICT COMPLIANCE BY RREEF CCT WITH THE REQUIREMENT TO FILE MONTHLY RETURNS UNDER PARAGRAPH 4B OF APPENDIX 7G TO THE LISTING RULES**

**(1) The SFC Waiver and (2) the Revised Arrangements**

(1) The Manager applied for, and the SFC granted with effect from 26 February 2013, the SFC Waiver, subject to the SFC Waiver conditions, and based on the reasons, set out in this announcement; and (2) Following consultation with the

SFC, the Manager will implement the Revised Arrangements with effect from the date of this announcement, subject to the Manager's Undertakings, and based on the reasons, set out in this announcement. In particular, Unitholders should note that:

- On the basis that: (i) after completion of the Disposal on 12 April 2010, RREEF CCT no longer had any on-going business operations or operating assets; (ii) on 12 May 2010, RREEF CCT was effectively terminated in accordance with the REIT Code; (iii) the Manager and Trustee have commenced procedures in respect of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation (all of which are still on-going pending the Final Determination), and in the mean time the only asset of RREEF CCT is cash, the Manager is of the view that the SFC Waiver and the Revised Arrangements are in the best interests of the Unitholders to minimise unnecessary costs to be incurred by RREEF CCT pending the Final Determination;
- **SFC Waiver:** the Manager has applied to the SFC, and has been granted, the SFC Waiver, from strict compliance with requirement for RREEF CCT to publish preliminary interim results/annual results announcement under the general disclosure obligation under paragraph 10.3 of the REIT Code, subject to the SFC Waiver conditions set out in this announcement;
- **Revised Arrangements:** the Revised Arrangements relate to the following requirements and/or best industry practices applicable to RREEF CCT:
  - (a) **requirement under the Authorisation Letter with regard to minimum number of INEDs:** with effect from the date of this announcement and subject to the Manager's Undertakings, RREEF CCT will have one INED on the Board, instead of three as currently required;
  - (b) **requirement under the Authorisation Letter and the best industry practice pursuant to GP6 with regard to establishment of the Committees:** with effect from the date of this announcement and subject to the Manager's Undertakings, each of the Committees of the Board will cease to exist, and the functions of the Committees will be assumed and performed by the remaining Directors (whilst always including the remaining INED);

- (c) **best industry practice pursuant to GP6 with regard to requirement for RREEF CCT to hold an annual general meeting of Unitholders at least once in every calendar year:** with effect from the date of the Supplemental Deed and subject to the Manager's Undertakings, RREEF CCT will no longer be required to hold an annual general meeting of Unitholders at least once in every calendar year; and
- (d) **best industry practice pursuant to GP6 with regard to minimum number of Board meetings per calendar year:** with effect from the date of this announcement and subject to the Manager's Undertakings, the Board will hold a minimum of two Board meetings per year, instead of four as currently required;

### **(3) Amendment of the Trust Deed pursuant to the Supplemental Deed**

To implement the Revised Arrangement set out in paragraph 3.3.2 of this announcement, on the date of this announcement, the Manager and the Trustee entered into the Supplemental Deed (see paragraph 5 of this announcement for details). In the Supplemental Deed, the Trustee confirmed that, in accordance with paragraph 9.6(b) of the REIT Code and Clause 31.1(i) of the Trust Deed, it is of the opinion that in so far as the Trust Deed is modified and altered by the Supplemental Deed, such modification and alteration does not materially prejudice the interests of Unitholders and does not operate to release to any material extent the Trustee or the Manager or any other person from any liability to the Unitholders and does not increase the costs and charges payable from the property of RREEF CCT. The Manager shares the same opinion as the Trustee.

### **(4) Grant of waiver by the Stock Exchange from strict compliance by RREEF CCT with the requirement to file monthly returns under paragraph 4B of Appendix 7G to the Listing Rules**

Separately, on 18 July 2012, the Stock Exchange granted an unconditional waiver from strict compliance by RREEF CCT with the requirement to file monthly returns under paragraph 4B of Appendix 7G to the Listing Rules, such that RREEF CCT was no longer required to file monthly returns with effect from 18 July 2012.

### **Miscellaneous**

- The Revised Arrangements are being implemented by the Manager following consultation with the SFC;

- Taking into account its duties under the REIT Code and the Trust Deed and the circumstances applicable to RREEF CCT and the Manager as regulated entities, the Trustee has no objection to the terms or conditions of the SFC Waiver or the Revised Arrangements;
- The Manager and the Trustee confirm that no approval of the Unitholders is required to implement the SFC Waiver sought or the Revised Arrangements proposed;
- The Manager will continue to update Unitholders by further announcements as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements.
- Save for requirements and practices specifically covered by the scope of the SFC Waiver or the Revised Arrangements, RREEF CCT shall continue to comply with all other applicable laws and regulations, including but not limited to requirements/expected practices as set out in the REIT Code, the Trust Deed, the Listing Rules as amended from time to time (to the extent deemed applicable to RREEF CCT by the SFC REIT FAQs, or any relevant circular issued by the SFC, or otherwise), the Authorisation Letter, the SFC REIT FAQs and any relevant circular issued by the SFC. The Manager will also continue to comply with all applicable provisions under the REIT Code including the general disclosure obligation under paragraphs 10.3 and 10.4 of the REIT Code.
- Unitholders are strongly advised to read and consider this announcement. If Unitholders are in doubt about the contents of this announcement, they should contact their professional advisers to seek their professional advice, or direct their queries to the Manager (for details, please refer to paragraph 3.3.3(b) of this announcement).
- The Manager accepts full responsibility for the accuracy of the information contained in this Announcement, and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement misleading.

## 1. BACKGROUND OF THE SFC WAIVER AND THE REVISED ARRANGEMENTS

The facts set out below are relevant to the Manager's application for, and the grant by the SFC of, the SFC Waiver and the Manager's implementation of the Revised Arrangements:

- 1.1 On 12 April 2010, the Trustee completed the disposal of RREEF CCT's interests in the Beijing Gateway Plaza property (the "**Disposal**"), which constituted substantially all the operating businesses and assets of RREEF CCT at that time. After the Disposal, RREEF CCT no longer had any on-going business operations or operating assets.
- 1.2 On 19 April 2010, the trading of Units was suspended on the Stock Exchange, and shall remain suspended until the completion of the Proposed Delisting.
- 1.3 On 11 May 2010, the Manager dispatched cheques to Unitholders for the payment of the interim distribution of HK\$4.10 per unit declared and announced on 15 April 2010, comprising the sales proceeds of the Disposal and a large portion of available cash resources of RREEF CCT at that time. After the interim distribution, RREEF CCT only retains a small portion of cash in provision for fees and expenses to be incurred by RREEF CCT prior to the completion of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation.
- 1.4 On 12 May 2010, RREEF CCT was effectively terminated in accordance with the REIT Code.
- 1.5 Since 12 May 2010, the Manager and Trustee have commenced procedures in respect of the Proposed Liquidation, the Proposed Delisting, and the Proposed Deauthorisation.
- 1.6 However, despite the efforts of the Manager and the Trustee, as of the date of this announcement, the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation are still on-going pending the resolution of the following matter:

On 5 July 2011, Mr Tin Lik issued the Writ. The opinion of the Board and the Trustee, on the basis of legal advice, is that the Claims are wholly without merit and are being vigorously defended by DB, the Manager and the Trustee. As of the date of this announcement, the Claims are in the process of being defended

by DB, the Manager and the Trustee. Pursuant to an Order of the High Court of the Hong Kong Special Administrative Region dated 28 February 2012, on 13 August 2012 the Claim was set down for trial at the High Court from Monday, 16 September 2013 to Monday, 30 September 2013 inclusive.

- 1.7 On 3 May 2012, it was disclosed in an announcement of RREEF CCT that, amongst other things, an interim distribution in the aggregate amount of HK\$141.6 million (being HK\$0.305 per Unit) shall be paid in cash to the Unitholders, and that an aggregate amount of HK\$64.2 million (being HK\$0.138 per Unit) shall remain to be held by the Trustee as provision for all existing or provisional liabilities, payables and accruals of RREEF CCT. On 11 May 2012, all cheques representing the interim distribution amounts were posted to the relevant Unitholders by ordinary post.
- 1.8 As of the date of this announcement, the only asset of RREEF CCT is cash comprising the balance of the Provision Amount held in a bank account from which only the Trustee (at the request of the Manager) can make disbursements. Such cash is only being held pending the Claims being finally adjudicated by the Court or otherwise being withdrawn or determined (the “**Final Determination**”).

## **2. GRANT OF SFC WAIVER FROM STRICT COMPLIANCE BY RREEF CCT WITH THE REQUIREMENT TO PUBLISH PRELIMINARY INTERIM RESULTS/ANNUAL RESULTS ANNOUNCEMENT UNDER THE GENERAL DISCLOSURE OBLIGATION UNDER PARAGRAPH 10.3 OF THE REIT CODE**

The Manager applied for, and the SFC granted with effect from 26 February 2013, the SFC Waiver, on the terms, subject to the conditions, and based on the reasons set out below:

### **2.1 Scope of the SFC Waiver**

Paragraph 10.3 of the REIT Code provides for a general disclosure obligation on the Manager to make an announcement to inform Unitholders of certain information or transactions in relation to RREEF CCT.

The Manager applied for, and the SFC granted with effect from 26 February 2013, the SFC Waiver pursuant to which the SFC waived strict compliance by RREEF CCT with the requirement to publish preliminary interim/annual results announcement under the general disclosure obligation under paragraph 10.3 of the REIT Code, such that (and only to the extent that) RREEF CCT is no longer required to publish a preliminary results announcement ahead of the publication of any of its annual or interim reports.

## **2.2 Conditions of the SFC Waiver**

The SFC Waiver has been granted by the SFC subject to the following conditions:

2.2.1 The Manager shall publish and distribute to the Unitholders an annual report of RREEF within three months after the end of each financial year of RREEF.

2.2.2 For each annual report of RREEF CCT, all the relevant content requirements for the corresponding preliminary annual results announcement as set out in the Listing Rules (currently contained in Appendix 16 to the Listing Rules) as if those requirements were applicable to RREEF CCT shall be covered by and included in the annual report itself.

2.2.3 For each interim report of RREEF CCT, all the relevant content requirements for the corresponding preliminary interim results announcement as set out in the Listing Rules (currently contained in Appendix 16 to the Listing Rules) as if those requirements were applicable to RREEF CCT shall be covered by and included in the interim report itself.

2.2.4 Until the completion of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation, RREEF CCT shall maintain its Stock Exchange listing and its SFC authorisation status, and the Manager shall continue to update Unitholders by further announcement as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements. The Manager shall also continue to comply with all applicable provisions under the REIT Code including the general disclosure obligation under paragraphs 10.3 and 10.4 of the REIT Code.

2.2.5 There shall not be any material change in circumstances as set out or represented to the SFC in the Manager's written application for the SFC Waiver.

### **3. REVISED ARRANGEMENTS OF RREEF CCT IN RESPECT OF CERTAIN SPECIFIC REGULATORY REQUIREMENTS**

From the date of this announcement and following consultation with the SFC, the Board announces that the Revised Arrangements take effect, on the terms, subject to the Manager's Undertakings:

#### **3.1 Number of INEDs**

##### **3.1.1 Current corporate governance requirements/best industry practices applicable to RREEF CCT**

Under the Authorisation Letter, RREEF CCT shall ensure that the board of the Manager comprises at least one-third of INEDs, with a minimum of three INEDs at all times.

##### **3.1.2 Scope of the Revised Arrangement**

With effect from the date of this announcement, the Board announces that the Revised Arrangement in respect of the above requirement in the Authorisation Letter takes effect such that (and only to the effect that) RREEF CCT will have one INED on the Board, instead of three as previously required.

As a result of the above Revised Arrangement:

- (a) two of the current three INEDs on the Board, being Dr Meng Xiaosu and Mr Jack Richard Rodman, will resign as soon as practicable; and
- (b) Mr Mark Henry Ford will initially serve as the remaining INED on the Board, who may be replaced by another qualified person as INED from time to time.

##### **3.1.3 Undertakings by the Manager**

For as long as the Revised Arrangement set out in paragraph 3.1.2 above is in effect, the Manager undertakes the following:

- (a) With respect to the composition of and proceedings by the Board:
  - (i) there shall be at least one INED;

- (ii) the quorum for all future meetings of the Board shall always include the remaining INED; and
  - (iii) any decision to be made by the Board at a quorate Board meeting shall be approved unanimously by all Directors (including the INED) who are present at that meeting and are entitled to vote on that particular decision according to all applicable laws and regulations. For the avoidance of doubt, to the extent any Director (including the INED) is prohibited by the articles of association of the Manager or any applicable law or regulation from voting on a particular decision/resolution of the Board as a result of conflict of interests or otherwise (for example, when any Director is being asked to approve his own remuneration), such Director (including the INED) shall abstain from voting, and all the remaining Directors who are entitled to vote shall ensure that the interests of RREEF CCT and Unitholders as a whole will prevail.
- (b) With respect to any conflict between the Board's duty to act in the interests of Unitholders on the one hand, and the duty owed by each remaining Director to the Deutsche Bank AG group (whether as an employee of the group, as a Director or otherwise) on the other hand, in relation to the Claims or any other matter, the remaining Directors will ensure that interests of RREEF CCT and Unitholders as a whole shall prevail.
- (c) Notwithstanding the Revised Arrangement, until the completion of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation, RREEF CCT will maintain its Stock Exchange listing and its SFC authorisation status, and the Manager will continue to update Unitholders by further announcements as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements. The Manager will also continue to comply with all applicable provisions under the REIT Code including the general disclosure obligation under paragraphs 10.3 and 10.4 of the REIT Code.

## **3.2 Requirements in relation to the Committees**

### **3.2.1 Current corporate governance requirements/best industry practices applicable to RREEF CCT**

Under the Authorisation Letter and the GP6 (as clarified by the SFC 16 March 2009 Circular), the Manager is required to establish the following committees of the Board, the policies and composition of which as set out in the compliance manual of the Manager and disclosed in the Prospectus shall be adhered to by the Manager on a continuous basis:

- (a) Audit, Risk and Compliance Committee;
- (b) Disclosures Committee;
- (c) Management and Investment Committee; and
- (d) Remuneration Committee (together, the “**Committees**”).

### **3.2.2 Scope of the Revised Arrangement**

With effect from the date of this announcement, the Board announces that the Revised Arrangement in respect of the above requirements under the Authorisation Letter and the best industry practices under GP6 take effect such that (only to the effect that) each of the Committees of the Board will cease to exist, and the functions of the Committees will be assumed and performed by the remaining Directors (whilst always including the remaining INED).

For the avoidance of doubt, save for requirements and practices specifically covered by the scope of the SFC Waiver or the Revised Arrangements, RREEF CCT shall continue to comply with all the other requirements in the REIT Code, the Authorisation Letter, the expected practices under GP6 and the SFC 16 March 2009 Circular, and all other applicable laws and regulatory requirements.

### **3.2.3 Undertakings by the Manager**

For as long as the Revised Arrangement set out in paragraph 3.2.2 above is in effect, the Manager undertakes the following:

- (a) The quorum for all future meetings of the Board shall always include the remaining INED.

- (b) Any decision to be made by the Board at a quorate Board meeting shall be approved unanimously by all Directors (including the INED) who are present at that meeting and are entitled to vote on that particular decision according to all applicable laws and regulations. For the avoidance of doubt, to the extent any Director (including the INED) is prohibited by the articles of association of the Manager or any applicable law or regulation from voting on a particular decision/resolution as a result of conflict of interests or otherwise (for example, when any Director is being asked to approve his own remuneration), such Director (including the INED) shall abstain from voting, and all the remaining Directors who are entitled to vote shall ensure that interests of RREEF CCT and Unitholders as a whole will prevail.
- (c) With respect to any conflict between the Board's duty to act in the interests of Unitholders on the one hand, and the duty owed by each remaining Director to the Deutsche Bank AG group (whether as an employee of the group, as a Director or otherwise) on the other hand, in relation to the Claims or any other matter, the remaining Directors will ensure that interests of RREEF CCT and Unitholders as a whole shall prevail.
- (d) Notwithstanding the Revised Arrangement, until the completion of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation, RREEF CCT will maintain its Stock Exchange listing and its SFC authorisation status, and the Manager will continue to update Unitholders by further announcements as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements. The Manager will also continue to comply with all applicable provisions under the REIT Code including the general disclosure obligation under paragraphs 10.3 and 10.4 of the REIT Code.

### **3.3 Annual general meetings of RREEF CCT**

#### **3.3.1 Current corporate governance requirements/best industry practices applicable to RREEF CCT**

GP6, as clarified by paragraph 29 of the SFC REIT FAQs, states that the SFC is of the view that the holding of an annual general meeting of unitholders of a REIT is part of the good corporate governance principles and standards of the REIT, which are expected to be adhered to by

SFC-authorized REITs as a matter of policy. Accordingly, the SFC would expect the trust deed of an SFC-authorized REIT to contain provisions in relation to the holding and conduct of an annual general meeting of unitholders.

### **3.3.2 Scope of the Revised Arrangement**

With effect from the date of this announcement, the Board announces that the Revised Arrangement in respect of the SFC's expected practice as set out above takes effect such that (and only to the effect that) RREEF CCT will no longer be required to hold an annual general meeting of Unitholders at least once in every calendar year.

### **3.3.3 Undertakings by the Manager**

For as long as the Revised Arrangement set out in paragraph 3.3.2 above is in effect, the Manager undertakes the following:

- (a) notwithstanding the Revised Arrangement, the Manager will convene a general meeting of Unitholders if:
  - (i) in accordance with the Trust Deed, not less than two Unitholders registered as together holding not less than 10% of the Units for the time being in issue and outstanding submit a request in writing to the Manager for a general meeting of Unitholders to be held; or
  - (ii) the Manager or the Trustee, acting in accordance with their fiduciary duties to Unitholders, and with the REIT Code, the Trust Deed and all other applicable laws and regulatory requirements, determines that a matter requires a vote of Unitholders which will require a general meeting of Unitholders to be held.
- (b) The Manager will designate an individual as the contact person for any Unitholder who requires information about RREEF CCT at any time, and the details of the Manager's contact person (including name, telephone number and e-mail address) will be prominently displayed on the website of RREEF CCT, as well as in a Stock Exchange announcement of RREEF CCT. The initial contact person of the

Manager is Mr. Stephen Harris, the responsible officer and the sole executive director of the Manager, and his contact details are set out below:

Name: **Stephen Harris**

Telephone number: **+852 2203 7872**

E-mail address: enquiry@rreefchinatrust.com

- (c) Notwithstanding the Revised Arrangement, until the completion of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation, RREEF CCT will maintain its Stock Exchange listing and its SFC authorisation status, and the Manager will continue to update Unitholders by further announcements as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements. The Manager will also continue to comply with all applicable provisions under the REIT Code including the general disclosure obligation under paragraphs 10.3 and 10.4 of the REIT Code.

### **3.4 Minimum number of Board meetings**

#### **3.4.1 Current corporate governance requirements/best industry practices applicable to RREEF CCT**

Pursuant GP6, the best industry practice is for RREEF CCT to hold Board meetings at least four times a year at approximately quarterly intervals.

#### **3.4.2 Scope of the Revised Arrangement**

With effect from the date of this announcement, the Board announces that the Revised Arrangement in respect of the above best industry practice under GP6 takes effect such that (and only to the effect that) the Board will hold a minimum of two Board meetings per calendar year, instead of four as currently required.

#### **3.4.3 Undertakings by the Manager**

For as long as the Revised Arrangement set out in paragraph 3.4.2 above is in effect, the Manager undertakes the following:

- (a) The Board will hold a minimum of two Board meetings per calendar year.

- (b) The Manager will hold a Board meeting if it, acting in accordance with its constitutive documents or its fiduciary duties to Unitholders, and with the REIT Code, the Trust Deed and all other applicable laws and regulatory requirements, determines there is a need for one.
- (c) Notwithstanding the Revised Arrangement, until the completion of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation, RREEF CCT will maintain its Stock Exchange listing and its SFC authorisation status, and the Manager will continue to update Unitholders by further announcements as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements. The Manager will also continue to comply with all applicable provisions under the REIT Code including the general disclosure obligation under paragraphs 10.3 and 10.4 of the REIT Code.

#### **4. KEY REASONS FOR THE MANAGER APPLYING FOR THE SFC WAIVER AND IMPLEMENTING THE REVISED ARRANGEMENTS**

The application of the SFC Waiver, and the implementation of the Revised Arrangements, by the Manager are based on the following key reasons:

- 4.1 As RREEF CCT does not conduct any business and has no operating assets (its only asset being the Provision Amount in a bank account from which only the Trustee (at the request of the Manager) can make disbursements), the Board considers that the SFC Waiver and the Revised Arrangements would minimise unnecessary costs to be incurred by RREEF CCT pending the Final Determination in the best interests of the Unitholders.
- 4.2 The Board is of the view that, notwithstanding the SFC Waiver and the Revised Arrangements, the interests of the Unitholders remain adequately protected and safeguarded, in particular because:
  - 4.2.1 the Trustee will continue to perform its fiduciary duties as trustee of RREEF CCT in the best interests of the Unitholders in accordance with the provisions of the Trust Deed and applicable regulatory requirements. In particular, in accordance with its obligations under the Trust Deed and applicable regulatory requirements, the Trustee will:
    - (a) hold the Provision Amount on trust for the Unitholders until the Final Determination, subject to withdrawals for the settlement of costs and expenses of RREEF CCT as they arise from time to time and, as soon

as practicable after: (i) the Final Determination; and (ii) all costs, fees, expenses and other payables and accruals of RREEF CCT (including costs and expenses of the Manager and the Trustee) have been paid pursuant to the Proposed Liquidation, any balance of the Provision Amount shall be distributed to Unitholders on a pro-rata basis;

- (b) review disbursements made from RREEF CCT's bank accounts;
- (c) continue to monitor and oversee the status and progress of the Claims (in so far as it may impact upon RREEF CCT); and
- (d) continue to monitor and oversee the status and progress of the Proposed Liquidation, the Proposed Delisting and the Proposed Deauthorisation; and

4.2.2 RREEF CCT will maintain its Stock Exchange listing and its SFC authorisation status and will continue to comply with all other applicable laws and regulations, and the Manager will continue to update Unitholders by further announcements as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements.

## **5. AMENDMENT OF THE TRUST DEED PURSUANT TO THE SUPPLEMENTAL DEED**

To implement the Revised Arrangement set out in paragraph 3.3.2 of this announcement, on the date of this announcement, the Manager and the Trustee entered into a supplemental deed which is supplemental to and amends the Trust Deed (the "**Supplemental Deed**") such that, with effect from the same day, RREEF CCT is no longer required to hold an annual general meeting of Unitholders at least once in every calendar year, provided that notwithstanding such Revised Arrangement, the Manager or the Trustee will convene a general meeting of Unitholders if:

5.1.1 not less than two Unitholders registered as together holding not less than 10% of the Units for the time being in issue and outstanding submit a request in writing to the Manager for a general meeting of Unitholders to be held; or

5.1.2 either of the Manager or the Trustee, each acting in accordance with its fiduciary duties to Unitholders, and with the REIT Code, the Trust Deed and all other applicable laws and regulatory requirements, determines that a matter requires a vote of Unitholders which will require a general meeting of Unitholders to be held.

In the Supplemental Deed, the Trustee confirmed that, in accordance with paragraph 9.6(b) of the REIT Code and Clause 31.1(i) of the Trust Deed, it is of the opinion that in so far as the Trust Deed is modified and altered by the Supplemental Deed, such modification and alteration does not materially prejudice the interests of Unitholders and does not operate to release to any material extent the Trustee or the Manager or any other person from any liability to the Unitholders and does not increase the costs and charges payable from the property of RREEF CCT. The Manager shares the same opinion as the Trustee.

## **6. GRANT OF STOCK EXCHANGE WAIVER FROM STRICT COMPLIANCE BY RREEF CCT WITH THE REQUIREMENT TO FILE MONTHLY RETURNS UNDER PARAGRAPH 4B OF APPENDIX 7G TO THE LISTING RULES**

On 18 July 2012, the Stock Exchange granted an unconditional waiver from strict compliance by RREEF CCT with the requirement to file monthly returns under paragraph 4B of Appendix 7G to the Listing Rules, such that RREEF CCT was no longer required to file monthly returns with effect from 18 July 2012.

## **7. MISCELLANEOUS**

- 7.1 The Revised Arrangements are being implemented by the Manager following consultation with the SFC.
- 7.2 Taking into account its duties under the REIT Code and the Trust Deed and the circumstances applicable to RREEF CCT and the Manager as regulated entities, the Trustee has no objection to the terms or conditions of the SFC Waiver or the Revised Arrangements.
- 7.3 The Manager and the Trustee confirm that no approval of the Unitholders is required to implement the SFC Waiver sought or the Revised Arrangements proposed.
- 7.4 The Manager will continue to update Unitholders by further announcements as soon as reasonably practicable after the occurrence of any material events in relation to RREEF CCT in accordance with applicable regulatory requirements.
- 7.5 Save for requirements and practices specifically covered by the scope of the SFC Waiver or the Revised Arrangements, RREEF CCT shall continue to comply with all other applicable laws and regulations, including but not limited to requirements/expected practices as set out in the REIT Code, the Trust Deed, the Listing Rules as amended from time to time (to the extent deemed applicable to RREEF CCT by the SFC REIT FAQs, or any relevant circular issued by the SFC,

or otherwise), the Authorisation Letter, the SFC REIT FAQs and any relevant circular issued by the SFC. The Manager will also continue to comply with all applicable provisions under the REIT Code including the general disclosure obligation under paragraphs 10.3 and 10.4 of the REIT Code.

7.6 Unitholders are strongly advised to read and consider this announcement. If Unitholders are in doubt about the contents of this announcement, they should contact their professional advisers to seek their professional advice, or direct their queries to the Manager (for details, please refer to paragraph 3.3.3(b) of this announcement).

7.7 The Manager accepts full responsibility for the accuracy of the information contained in this Announcement, and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement misleading.

## DEFINITIONS

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

**“Authorisation Letter”** means the authorisation letter in relation to RREEF CCT dated 1 June 2007 from the SFC to the Manager.

**“Board”** means the board of Directors.

**“Stock Exchange CIS Letter”** means the letter dated 23 November 2009 from the Stock Exchange to listed collective investment schemes in Hong Kong titled *‘Clarification of continuing obligations of authorised collective investment schemes (“CISs”) listed under Chapter 20 of the Main Board Listing Rules’*.

**“Claims”** means the claims of Mr Tin Lik pursuant to the Writ.

**“DB”** means Deutsche Bank AG.

**“Directors”** means the directors of the Manager.

**“Disposal”** shall have the meaning as defined in paragraph 1.1 of this announcement.

**“Final Determination”** shall have the meaning as defined in paragraph 1.8 of this announcement.

<b>“GP6”</b>	means General Principle 6 to the REIT Code.
<b>“INEDs”</b>	means the independent non-executive directors of the Manager.
<b>“Listing Rules”</b>	means The Rules Governing the Listing of Securities on the Stock Exchange.
<b>“Manager”</b>	means RREEF China REIT Management Limited, the manager of RREEF CCT.
<b>“Manager’s Undertakings”</b>	means the undertakings by the Manager in relation to the Revised Arrangements as set out in paragraphs 3.1.3, 3.2.3, 3.3.3 and 3.4.3 of this announcement.
<b>“Proposed Deauthorisation”</b>	means the proposed deauthorisation of RREEF CCT as a real estate investment trust by the SFC.
<b>“Proposed Delisting”</b>	means the proposed delisting of RREEF CCT units from the Stock Exchange.
<b>“Proposed Liquidation”</b>	means the proposed liquidation of RREEF CCT in accordance with the Trust Deed and the REIT Code.
<b>“Prospectus”</b>	means the prospectus published by RREEF CCT on 11 June 2007 in relation to the initial public offering of the Units on the Stock Exchange.
<b>“Provision Amount”</b>	shall have the meaning as defined in the announcement made by RREEF CCT on 3 May 2012.
<b>“REIT Code”</b>	means the Code on Real Estate Investment Trusts.
<b>“Revised Arrangements”</b>	means the revised arrangements of RREEF CCT in respect of certain corporate governance requirements and/or best industry practices under GP6 or the Authorisation Letter applicable to RREEF CCT, details and conditions of which are set out in paragraph 3 of this announcement.
<b>“SFC”</b>	means the Securities and Futures Commission.
<b>“SFC 16 March 2009 Circular”</b>	means the circular issued by the SFC on 16 March 2009 to management companies of SFC-authorized real estate investment trusts titled ‘ <i>Clarification on the application of various Listing Rules amendments to SFC-authorized REITs</i> ’.

“SFC REIT FAQs”	means the current version of the <i>’Frequently Asked Questions relating to Real Estate Investment Trusts’</i> published by the SFC.
“SFC Waiver”	means the waiver applied for by the Manager, and granted by the SFC, from strict compliance by RREEF CCT with the requirement to publish any preliminary interim/annual results announcement under the general disclosure obligation under paragraph 10.3 of the REIT Code, details of which are set out in paragraph 2 of this announcement.
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited.
“Supplemental Deed”	shall have the meaning as defined in paragraph 5 of this announcement.
“Trust Deed”	means the trust deed constituting RREEF CCT dated 28 May 2007 between the Trustee and the Manager.
“Trustee”	means HSBC Institutional Trust Services (Asia) Limited, acting as trustee of RREEF CCT.
“Unitholders”	means holders of Units.
“Units”	means units of RREEF CCT.
“Writ”	means the writ of summons issued by Mr Tin Lik as plaintiff in the High Court against DB as first defendant, the Manager as second defendant and the Trustee as third defendant.

By order of the Board of  
**RREEF China REIT Management Limited**  
As manager of RREEF China Commercial Trust  
**Kurt William Roeloffs, Junior**  
*Chairman of the Manager*

Hong Kong, 27 February 2013

*The directors of the Manager as at the date of this announcement are Mr Kurt William Roeloffs, Junior as Chairman and Non-executive Director, Mr Stephen Paul Harris as Executive Director, Mr Stephen James Thomas Shaw as Non-executive Director, and Mr Mark Henry Ford, Dr Meng Xiaosu and Mr Jack Richard Rodman as Independent Non-executive Directors.*