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For Immediate Release

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Notice concerning Submission of Written Request regarding Petition for Urgent Injunction Order against the Tender Offer by Starwood Capital Group

Invesco Office J-REIT, Inc. (hereinafter referred to as “Investment Corporation”) hereby announces that it has submitted today a written request as described in the Attached Material to the Commissioner of the Financial Services Agency, the Securities and Exchange Surveillance Commission and the Director of the Kanto Local Finance Bureau, to request that they file a petition with a court to issue an order pursuant to Article 192, Paragraph 1 of the Financial Instruments and Exchange Act and Article 219, Paragraph 1 of the Act on Investment Trusts and Investment Corporations to prohibit or suspend a tender offer (hereinafter referred to as the "Tender Offer") for all of the issued and outstanding investment units of the Investment Corporation commenced by 101 LPS, an investment limited partnership; SDSS Investco Limited; SDSS K Investco Limited; SSF U.S. Investco S, L.P.; SSF U.S. Investco C, L.P.; and SOF-11 International Investco Limited, managed by the Starwood Capital Group (hereinafter collectively or individually referred to as the “Tender Offeror(s)”) .

The Investment Corporation asks its unitholders to continue to pay attention to statements of opinion to be made and information to be disclosed by the Investment Corporation going forward, and to make a careful decision with respect to whether to tender their shares in the Tender Offer.

* Website address for the Investment Corporation: http://www.invesco-reit.co.jp/en/

<Attached Material>

Written Request

I. Purpose of Request

With respect to the tender offer (hereinafter referred to as the "Tender Offer") commenced on April 7, 2021 by 101 LPS, an investment limited partnership, SDSS Investco Limited, SDSS K Investco Limited, SSF U.S. Investco S, L.P., SSF U.S. Investco C, L.P., and SOF-11 International Investco Limited, managed by the Starwood Capital Group, (hereinafter referred to collectively as the "Tender Offerors") for all of the issued and outstanding investment units of Invesco Office J-REIT, Inc. (hereinafter referred to as the "Investment Corporation"), we hereby request that you file a petition with a court to issue an order against the Tender Offerors to prohibit or suspend the Tender Offer (hereinafter referred to as the "Urgent Injunction Order") pursuant to Article 192, Paragraph 1 of the Financial Instruments and Exchange Act (hereinafter referred to as the "FIEA") and Article 219, Paragraph 1 of the Act on Investment Trusts and Investment Corporations (hereinafter referred to as the "Investment Trust Act"). Your understanding and cooperation is highly appreciated.

II. Reason for Request

The Investment Corporation believes that the Tender Offer satisfies the requirements for the Urgent Injunction Order for the following reasons:

1 Requirements for Urgent Injunction Order

(1) Urgent Injunction Order under Article 192, Paragraph 1 of the FIEA

As you know, the requirements for an urgent injunction order under Article 192, Paragraph 1 of the FIEA, where Item (1) thereof applies, are as follows: (i) there is an urgent necessity; (ii) it is necessary and appropriate for the public interest and protection of investors; and (iii) the respondent has conducted or is about to conduct an act in violation of the FIEA or orders issued under the FIEA. In this respect, it is interpreted that requirements (i) and (ii) above are satisfied "when there is no sufficient means to realize the legal interests under the FIEA other than to enjoin the violation by a court order."

(2) Urgent Injunction order under Article 219, Paragraph 1 of the Investment Trust Act

The requirements for an urgent injunction order under Article 219, Paragraph 1 of the Investment Trust Act, where Item (1) thereof applies, are as follows: (i) it is with respect to the handling of offerings, etc. of investment units, etc.; (ii) the respondent is in violation of the Investment Trust Act, orders issued under the Investment Trust Act, or a sanction made thereunder; and (iii) there is an urgent necessity to prevent further damage to investors. In this respect, the meaning of the term "handlings of offerings, etc." as used in requirement (i) above includes not only offerings or the handling of offerings of newly-issued investment units, but also the trading of issued investment units and any other similar acts (Article 24, Items (4) and (7) of the Ordinance for Enforcement of the Act on Investment Trusts and Investment Corporations), and therefore, it is interpreted that purchases by a tender offeror through a tender offer should be included therein.

2 Tender Offerors are engaged in activities that violate the FIEA and the Investment Trust Act.

(1) Squeeze-out is not allowed under the Investment Trust Act

i. The Investment Trust Act does not expect the occurrence of a forcible squeeze-out of minority unitholders for cash compensation by controlling unitholders

According to the tender offer registration statement regarding the Tender Offer (hereinafter referred to as the "Tender Offer Registration Statement"), the Tender Offerors have decided to carry out the Tender Offer as part of a transaction aimed at acquiring and owning all of the investment units of the Investment Corporation and ultimately taking the Investment Corporation private. If the Tender

Offerors are unable to acquire all of the investment units of the Investment Corporation through the Tender Offer, the Tender Offerors plan to carry a squeeze-out procedure through the consolidation of investment units after the completion of the Tender Offer. Should the consolidation of investment units be implemented, unitholders of the Investment Corporation excluding the Tender Offerors would be squeezed out for cash compensation as a result.
However, as described below, the Investment Trust Act does not provide a framework that contemplates the occurrence of a squeeze-out with respect to an investment corporation, at least as to listed real estate investment corporations (J-REITs) which are not expected to have controlling unitholders, it is not expected that controlling unitholders would forcibly squeeze-out minority unitholders for cash compensation.

(i) The Investment Trust Act does not permit the use of cash as the only consideration for a merger, and it is not expected in the first place that an investment corporation would carry out a merger that would squeeze out unitholders in exchange for cash, as is the case with stock companies (*kabushiki kaisha*).

(ii) The Investment Trust Act does not have any framework equivalent to a demand for share cash-out by a special controlling shareholder (Article 179, Paragraph 1 of the Companies Act), or class shares subject to class-wide call provisions (Article 171, Paragraph 1 and Article 108, Paragraph 1, Item 7 of the same Act), or frameworks equivalent to a share transfer (Article 772 of the same Act) or a share exchange (Article 767 of the same Act) of a stock company, which are generally used as a squeeze-out method by a stock company.[1]

(iii) In the case of a consolidation of shares of a stock company, the dissenting shareholders are given the right to request purchase of their shares and appraisal rights in order to request a determination of the price of their shares (Article 182-4 and Article 182-5 of the Companies Act). However, in the case of consolidation of investment units of an investment corporation, the dissenting unitholders are not given the right to request purchase of their units under the Investment Trust Act.[2]

(iv) Unlike the framework where shareholders are given appraisal rights in order to request a determination of (acquisition) price of their shares upon squeeze-out by a stock company using class shares subject to class-wide call provisions (Article 172 of the Companies Act), under the Investment Trust Act, there is no such framework where the unitholders who are unsatisfied

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1 Under the amendment to the Companies Act of 2014 (Act No. 90 of 2014; hereinafter same), as discussed below, a new framework has been established with respect to a demand for share cash-out by a special controlling shareholder and other legislation has been put in place to protect the interests of minority shareholders upon squeeze-out. When the Companies Act was revised in 2014, the Investment Trust Act was also amended by the Act on the Arrangement of Relevant Acts Incidental to the Enforcement of the Act for Partial Amendment of the Companies Act (Act No. 91 of 2014; hereinafter referred to as the "Arrangement Act") in line with the amendment to the Companies Act of 2014; however, no framework equivalent to a demand for share cash-out by a special controlling shareholder has been established under the Investment Trust Act.

2 As discussed in note 1 above, when the Companies Act was revised in 2014, the Investment Trust Act was also amended by the Arrangement Act in line with the amendment to the Companies Act of 2014; however, under the Investment Trust Act, the provision for the *mutatis mutandis* application of the provisions concerning share consolidation under the Companies Act to a case of consolidation of investment units (Article 81-2, Paragraph 2 of the Investment Trust Act) prescribed that the provision concerning the appraisal right of dissenting shareholders for the purchase of their shares (Article 182-4 and Article 182-5 of the Companies Act) shall not be applied *mutatis mutandis*.

with the price of a squeeze-out (cash delivered to fractional unitholders) can use in order to request a determination of acquisition price.

As stated above, under the Investment Trust Act, it is not contemplated that unitholders would be forcibly squeezed out by an investment corporation for cash, and there has been no legislative development for this purpose.

ii. Squeeze-outs that force minority unitholders out for cash are not allowed under the Investment Trust Act

To begin with, under the former Commercial Code prior to its amendment in 1999 (Act No. 125 of 1999), even related to stock companies, the interest of maintaining the status of shareholders of a particular company was emphasized, and the majority view was that squeeze-outs (including through share consolidations) were not permitted because they constituted an abuse of shareholder rights or majority voting. Under the Investment Trust Act, investment corporations can be said to approximate the framework of stock companies prior to the 1999 amendment of the Commercial Code. Therefore, it is understood that, unlike the framework of the Companies Act effective as of today, the interest of maintaining the principal investment position of an investment corporation should still be emphasized.

In addition, following the 1999 amendment of the Commercial Code, and even after the June 2001 amendment of the Commercial Code (Act No. 79 of 2001) that established general provisions for share consolidation of stock companies (Paragraph 1, Article 214 of the former Commercial Code), there is no literature that argues that the amendment was intended to allow squeeze-outs through share consolidation thereby changing the conventional wisdom that the use of share consolidation as a method of squeeze-out is invalid as an abuse of majority shareholders' rights. Rather, the person in charge of drafting the June 2001 amendment of the Commercial Code stated that, "in the case of share consolidation with an extremely large ratio (e.g., consolidating 10,000 shares into 1 share), if there is a willful intention to shut out minority shareholders, the validity of the resolution would be denied as an abuse of majority voting (application of Item 3, Paragraph 1, Article 247 by analogy)". We believe that the June 2001 amendment maintains the conventional wisdom that the use of a share consolidation as a squeeze-out method would be invalid as an abuse of majority shareholders' rights. Therefore, even after the June 2001 amendment of the Commercial Code, the enactment of the Companies Act in 2005 by the amendment of the Commercial Code, which permitted cash mergers through the introduction of flexible merger consideration, and a series of cases of taking listed companies private by squeezing out minority shareholders (i.e., making the target company a wholly-owned subsidiary of the purchaser) through schemes using class shares subject to class-wide call provisions (for which the minority shareholders have rights to request a determination of the acquisition price, so-called the "scheme of shares subject to the class-wide call") and schemes to generate a large number of fractional shares through share exchanges (for which the dissenting minority shareholders have appraisal rights to request purchase, so-called the "scheme of fractional share exchanges"), we have found no case where share consolidation has been used as the sole means of squeezing out minority shareholders in listed companies.

Furthermore, in case of squeeze-out of minority shareholders through the scheme of shares subject to the class-wide call, since the time of the enactment of the Companies Act by the amendment of the Commercial Code in 2005, a framework for determining the acquisition price by a court has been set forth (Article 172 of the Companies Act); and in case of squeeze-out through the scheme of fractional share exchanges, since the time of amendment of the Commercial Code of 1999 when the frameworks for share transfer and share exchange were established, appraisal rights to request purchase of dissenting shareholders was admitted (Article 785 of the current Companies Act), and these frameworks protected the interests of minority shareholders who were being squeezed-out. However, because there were no right to request a determination of price or an appraisal rights to request purchase for dissenting shareholder with respect to share consolidation, the Ministry of

Economy, Trade and Industry (hereinafter referred to as “METI”) stated in the “Guidelines for Management Buyout (MBO) to Improve Corporate Value and Secure Fair Procedures” published on September 4, 2007 (hereinafter referred to as the “MBO Guidelines”) that it is advisable to “refrain from adopting a scheme, such as methods using share consolidation, that does not ensure that dissenting shareholders have appraisal rights or a right to request a determination of price through the process for making the target company a wholly-owned subsidiary (squeeze-out) after the tender offer”.

Under these circumstances, as mentioned above, with respect to stock companies, the amendment of the Companies Act in 2014 granted appraisal rights and rights to request a determination of the price to dissenting shareholders in order to bring the share consolidation in line with other frameworks used for squeeze-out (such as frameworks for shares subject to the class-wide call and request for sale of shares by a special controlling shareholder established in such amendment), and legislation to protect the interests of minority shareholders upon squeeze-out was introduced for share consolidations. As a result, the use of share consolidation as a method of squeeze-out came to be considered feasible, and, in fact, thereafter, share consolidation has been widely used as a means to squeeze-out minority shareholders in listed companies.

However, upon the amendment to the Companies Act in 2014, pursuant to the Arrangement Act, legislation was enacted with respect to the Investment Trust Act in line with the amendment to the Companies Act in 2014, but under the Investment Trust Act, the provision for the *mutatis mutandis* application of the provisions concerning share consolidation under the Companies Act to the case of consolidation of investment units (Article 81-2, Paragraph 2 of the Investment Trust Act) intentionally excluded the application of the provision concerning the appraisal right of dissenting shareholders for the purchase of their shares (Article 182-4 and Article 182-5 of the Companies Act). In addition, as stated above, since the flexibility of merger consideration is not permitted under the Investment Trust Act in the first place, merger or other organizational restructuring for cash consideration is not permitted, and there are also no frameworks equivalent to class shares with a call provision or a request for sale of shares by a special controlling shareholder under the Investment Trust Act. Consequently, similar to the practice of stock companies prior to the amendment to the Companies Act in 2014, currently, investment corporations are not permitted to squeeze out minority unitholders in the first place, and accordingly, it is a matter of course that the use of consolidation of investment units as a way to squeeze-out minority unitholders is not contemplated under the Investment Trust Act. Therefore, the squeeze-out of minority unitholders through the consolidation of investment units is considered to be invalid as such squeeze-outs are an abuse of majority unitholders’ rights.

When the Investment Trust Act was amended in accordance with the Arrangement Act in connection with the amendment to the Companies Act in 2014, as mentioned above, application on *mutatis mutandis* of the provisions concerning the request for purchase of fractional shares and the determination of the sale price by a court for share consolidation (Articles 182-4 and 182-5 of the Companies Act) were intentionally excluded. However, prior to this, upon the formulation of the MBO Guidelines by METI in 2007, it was explicitly stated that the reason why the use of share consolidation as a means of squeeze-out was not desirable is because “the appraisal rights or the right to request for the determination of the sale price of the dissenting shareholders cannot be ensured.” The fact that the provisions concerning the request for purchase of fractional shares and the determination of the sale price by a court were intentionally excluded from the provisions applied *mutatis mutandis* under the Investment Trust Act, is evidence that squeeze-outs using the

consolidation of investment units is not contemplated under the Investment Trust Act.[3]
Furthermore, in light of the purposes set forth in Article 1 of the Investment Trust Act, it is considered to be the purposes of the Investment Trust Act that the interest of maintaining the principal investment position of a particular investment corporation should not be disregarded under the circumstances where the application of legislation for squeeze-outs equivalent to those set forth in the Companies Act was not intentionally made to the Investment Trust Act.
Therefore, a squeeze-out in which minority unitholders are forcibly squeezed out by cash through the exercise of voting rights of majority unitholders with a majority of voting rights of total unitholders is not contemplated under the Investment Trust Act in the first place and is an abuse of the rights and majority vote of unitholders, and should be considered invalid.

(2) Tender offer for investment units scheduled to be consolidated without means to contest the fairness of consideration is highly coercive

In the Tender Offer Registration Statement, the Tender Offerors state that "the Offerors believe that in the event that the squeeze-out price equals the tender offer price, which includes a premium to the net asset value of the target investment corporation, the unitholders are provided with a redemption opportunity at the net asset value when being squeezed-out after a tender offer and there is no coercion issue with the squeeze-out at a squeeze-out price that exceeds the net asset value, regardless of the mandatory nature of a squeeze-out."
However, even though the squeeze-out price equals the tender offer price related to the Tender Offer (the "Tender Offer Price"), if, as a result of the Tender Offer, the Tender Offerors acquire at least two-thirds of the voting rights of the Investment Corporation, a resolution for the consolidation of investment units that realizes a squeeze-out will always be passed regardless of the opposition of minority unitholders. Therefore, even if the squeeze-out price, that is, the Tender Offer Price, is less than the fair value per investment unit of the Investment Corporation, the minority unitholders will be squeezed out at that price. Consequently, even those unitholders who believe that the Tender Offer Price is insufficient may expect that other unitholders will accept the Tender Offer assuming the above situation. As a result, unitholders are under coercion to accept the Tender Offer in case they believe that more than two-thirds of the issued and outstanding investment units may be applied for the Tender Offer and that the squeeze-out at the price equal to the Tender Offer Price cannot be avoided. It goes without saying that a coercive tender offer is not only problematic in that it does not give unitholders fair consideration, but also undesirable in that it distorts unitholders' investment decisions and results in a transaction to privatize an investment corporation that is not in the common interest of unitholders.
The Tender Offerors also asserted that the squeeze-out at the price equal to the Tender Offer Price, which includes a premium to the net asset value of the Investment Corporation, is not coercive. It is true that, with respect to listed real estate investment corporations, the net asset value is calculated based on the appraisals at the end of each fiscal period. However, such value is not the same as the "fair value of investment units of investment corporations," and the calculation method based on net asset value does not take into account any of the effects obtained by implementing the squeeze-out.[4] From that perspective, there can be no guarantee that the price "which includes

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[3] The "Fair M&A Guidelines" formulated by revising the MBO Guidelines and announced by METI on June 28, 2019 (the "Fair M&A Guidelines") which succeeds the descriptions of the MBO Guideline, states that, in general, in cases where a squeeze-out is implemented after a tender offer, coercion should be avoided to ensure that general shareholders have an opportunity to appropriately decide whether to tender their shares in response to the tender offer. Specifically, it is advisable to refrain from adopting a scheme that does not ensure that in a squeeze-out process after the tender offer, dissenting shareholders have appraisal rights or a right to request a determination of price. (see Fair M&A Guidelines 3.7).

[4] The Supreme Court decision on May 29, 2009 states that, it is appropriate to determine the squeeze-out price in the squeeze-out under the scheme with class shares subject to wholly call clause, taking into account the value reflecting expectation of future share price increases that will be lost due to mandatory acquisition.

a premium to the net asset value of the Investment Corporation" is the "fair value" per investment unit of the Investment Corporation that minority unitholders will receive in the event of a squeeze-out. Therefore, as a matter of course, there is a possibility that the squeeze-out price quoted by the Tender Offerors, namely the Tender Offer Price, will be less than the fair value per investment unit of the Investment Corporation, and the above-mentioned issue of coerciveness can arise.

The Investment Trust Act stipulates that the amount to be distributed to unitholders of investment units that become fractional by the consolidation of the investment units should be determined based on, for listed investment units, the sales proceeds through the transactions conducted on a financial instruments exchange market or, for unlisted investment units, the sales proceeds at a fair and reasonable price in light of the amount of net assets (Article 138 of the Ordinance for Enforcement of the Act on Investment Trusts and Investment Corporations). This presumes that the consolidation of the investment units is not available for a squeeze-out and we believe that the "fair value" to be received when minority unitholders are squeezed out is not the net asset value of the investment units. Assuming that the transactions for delisting of listed investment corporations are possible, the "fair price" to be received by minority unitholders should be, as in the case of transactions for delisting of listed shares, the sum of the value that minority unitholders could enjoy in the absence of the transactions for delisting and the portion that is appropriate for minority unitholders to enjoy out of the value which is expected to increase through the transactions for delisting, which should be higher than the net asset value of the investment units when the transactions for delisting are beneficial.

One possible method to eliminate such coerciveness is to grant unitholders the right to contest squeeze-out prices in court; however, as mentioned in (1) above, the dissenting unitholders' rights to request the purchase of investment units or rights to file for determination of the price are not protected under the Investment Trust Act. Therefore, it is clear that simply setting the same price between the squeeze-out price and the tender offer price does not eliminate such coerciveness from tender offers.

Accordingly, it is clear that the Tender Offer Registration Statement, which declared that "there is no coercion issue with the squeeze-out", falls under the category of "a tender offer statement that contains a false statement about a material particular, omits a statement as to a material particular that is required to be stated, or omits a statement of material fact that is necessary to prevent it from being misleading (Article 27-20, Paragraph 1, Items 2 of the FIEA)".

(3) Tender Offer is in violation of Investment Trust Act and the FIEA

As mentioned above, a squeeze-out of minority unitholders from investment corporations through the consolidation of the investment units is not contemplated under the Investment Trust Act. Unitholders of investment corporations should be respected for their interests in maintaining their positions as unitholders of the specific investment corporation, and squeeze-outs of minority unitholders through the consolidation of investment units are not permitted under the Investment Trust Act. Even if such squeeze-out was to be carried out, it would be null and void as a breach of the Investment Trust Act or as an abuse of rights by majority unitholders or abuse of majority voting. Therefore, the implementation of the Tender Offer for the purpose of such squeeze-out is in violation of Investment Trust Act regarding the handling of offerings, etc. of investment units, etc.

As mentioned above, the Tender Offer Registration Statement contains a false statement in material respects regarding the fact that (i) a squeeze-out of investment corporations is illegal but stated as if it is lawful, and (ii) the Tender Offer that intends to carry out a squeeze-out of minority unitholders who dissent to the consolidation of investment units after the completion of the tender offer is conclusively stated to the effect that it is not coercive, although it is highly coercive for the unitholders because the unitholders who dissent to the consolidation of the investment units are not granted the right to request the purchase of investment units or the right to file for determination of the price under the Investment Trust Act (Article 27-20, Paragraph 1, Items 2, and Article 197, Paragraph .1, Items 3 of the FIEA). Furthermore, we consider that the Tender Offer, which is highly

coercive for the unitholders, falls under the category of “wrongful means” set forth in Article 157 of the FIEA, and therefore, it is also considered to be in violation of the FIEA in this respect.[5]

3 There is an urgent need to prevent further damage to investors, and there are no sufficient means other than Urgent Injunction.

The Tender Offer with the tender offer period from April 7, 2021 to May 24, 2021 (the "Tender Offer Period") has already commenced, and the grounds for its withdrawal are limited (Article 27-11, Paragraph 1 of the FIEA). The Investment Corporation faces a situation where the squeeze-out may not be prevented once the Tender Offer is completed. Therefore, in light of these circumstances, there is an urgent need to prevent further damage to minority unitholders (Article 219, Paragraph 1, Item 1 of the Investment Trust Act), and there are no sufficient means to realize the legal interest under the FIEA other than to suspend the Tender Offer by an order of the court.

In addition, in light of the high coerciveness of the Tender Offer as described above, pursuant to the determination at the meeting of the board of directors of the Investment Corporation, the Investment Corporation strongly requested the Tender Offerors in a letter dated April 15, 2021, to extend the Tender Offer Period to 60 business days, which is the maximum period stipulated under the FIEA, in order to enable it to take necessary measures, such as holding a unitholders’ meeting prior to the expiration of the Tender Offer Period, so that at a minimum, unitholders of the Investment Corporation will be able to make a decision as to whether to tender their investment units in the Tender Offer based on sufficient information and consideration without coercion, and to notify the Investment Corporation of their response to the request by noon on April 22, 2021, which is the fifth business day after April 15, 2021. However, on April 22, 2021, the Investment Corporation received a response from the Tender Offerors that they refuse to extend the Tender Offer Period. Thus, due to the fact that the Tender Offerors rejected the request to extend the Tender Offer Period for the Investment Corporation to take measures to mitigate the high coerciveness of the Tender Offer, it is clear that there is an urgent need to prevent further damage to minority unitholders, and there are no sufficient means to realize the legal interest under the FIEA other than to suspend the Tender Offer by an order of the court.

4 Conclusion

As stated above, since we consider that the requirements for the Urgent Injunction Order are satisfied with respect to the Tender Offer, we hereby request that you file a petition with a court to issue the Urgent Injunction Order. Your understanding and cooperation is highly appreciated.

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[5] A tender offer that announces that a squeeze-out at a price lower than the tender offer price after the completion of the tender offer will be carried out is structurally coercive in the meaning that it always causes coerciveness. An application for such tender offer falls under the category of “wrongful means” set forth in Article 157 of the FIEA, and even in the Tender Offer where the unitholders cannot contest the fairness of the price, regardless of the Tender Offer Price, the Investment Corporation considers that the Tender Offer is structurally coercive in that it causes a high coerciveness for anyone.