NTT DC REIT

(Constituted in the Republic of Singapore
pursuant to a trust deed dated 28 March 2025 (as amended))

Notice of Annual General Meeting

NOTICE IS HEREBY GIVEN that the First Annual General Meeting ("**AGM**") of the unitholders of NTT DC REIT (the "**Unitholders**") will be convened and held at Marina Bay Sands Expo and Convention Centre, Level 4, Melati Ballroom, 10 Bayfront Avenue, Singapore 018956 on Tuesday, 28 July 2026 at 3.30 p.m. (Singapore time) to transact the following business:

(A) AS ORDINARY BUSINESS

1. To receive and adopt the Report of the Trustee issued by Perpetual (Asia) Limited, as trustee of NTT DC REIT (the "**Trustee**"), the Statement by the Manager issued by NTT DC REIT Manager Pte. Ltd., as manager of NTT DC REIT (the "**Manager**"), and the Audited Financial Statements of NTT DC REIT for the financial period from 28 March 2025 (Date of Constitution) to 31 March 2026 and the Independent Auditors' Report thereon. **(Ordinary Resolution 1)**

2. To re-appoint KPMG LLP as Independent Auditors of NTT DC REIT to hold office until the conclusion of the next annual general meeting of NTT DC REIT, and to authorise the Manager to fix their remuneration. **(Ordinary Resolution 2)**

(B) AS SPECIAL BUSINESS

To consider and, if thought fit, to pass, with or without any modifications, the following Ordinary Resolutions:

3. That authority be and is hereby given to the Manager, to: **(Ordinary Resolution 3)**

(a) (i) issue units in NTT DC REIT ("**Units**") whether by way of rights, bonus or otherwise; and/or

(ii) make or grant offers, agreements or options (collectively, "**Instruments**") that might or would require Units to be issued, including but not limited to the creation and issue of (as well as adjustments to) options, warrants, debentures or other instruments convertible into Units,

at any time and upon such terms and conditions and for such purposes and to such persons as the Manager may in its absolute discretion deem fit; and

(b) issue Units in pursuance of any Instrument made or granted by the Manager while this Resolution was in force (notwithstanding that the authority conferred by this Resolution may have ceased to be in force at the time such Units are issued), provided that:

(1) the aggregate number of Units to be issued pursuant to this Resolution (including Units to be issued in pursuance of the Instruments made or granted pursuant to this Resolution) shall not exceed fifty per cent (50.0%) of the total number of issued Units (excluding treasury Units, if any) (as calculated in accordance with sub-paragraph (2) below), of which the aggregate number of Units to be issued other than on a *pro rata* basis to existing Unitholders (including Units to be issued in pursuance of Instruments to be made or granted pursuant to this Resolution) shall not exceed twenty per cent (20.0%) of the total number of issued Units (excluding treasury Units, if any) (as calculated in accordance with sub-paragraph (2) below);

(2) subject to such manner of calculation as may be prescribed by Singapore Exchange Securities Trading Limited (the "**SGX-ST**"), for the purpose of determining the aggregate number of Units and Instruments that may be issued under sub-paragraph (1) above, the percentage of issued Units and Instruments shall be based on the total number of issued Units (excluding treasury Units, if any) at the time of the passing of this Resolution, after adjusting for:

(a) any new Units arising from the conversion or exercise of the Instruments or any convertible securities; and

(b) any subsequent bonus issue, consolidation or subdivision of Units;

(3) in exercising the authority conferred by this Resolution, the Manager shall comply with the provisions of the Listing Manual of the SGX-ST for the time being in force (unless such compliance has been waived by the SGX-ST) and the trust deed dated 28 March 2025 constituting NTT DC REIT (as amended) (the "**Trust Deed**") for the time being in force (unless otherwise exempted or waived by the Monetary Authority of Singapore);

(4) (unless revoked or varied by the Unitholders in a general meeting) the authority conferred by this Resolution shall continue in force (i) until the conclusion of the next annual general meeting of NTT DC REIT or (ii) the date by which the next annual general meeting of NTT DC REIT is required by the applicable laws and regulations or the Trust Deed to be held, whichever is earlier;

(5) where the terms of the issue of the Instruments provide for adjustment to the number of Instruments or Units into which the Instruments may be converted in the event of rights, bonus or other capitalisation issues or any other events, the Manager is authorised to issue additional Instruments or Units pursuant to such adjustment notwithstanding that the authority conferred by this Resolution may have ceased to be in force at the time the Instruments or Units are issued; and

(6) 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 interest of NTT DC REIT to give effect to the authority conferred by this Resolution.

(Please see Explanatory Notes)

4. That: **(Ordinary Resolution 4)**

(a) the exercise of all the powers of the Manager to repurchase issued Units for and on behalf of NTT DC REIT not exceeding in aggregate the Maximum Limit (as defined below), at such price or prices as may be determined by the Manager from time to time up to the Maximum Price (as defined below), whether by way of:

(i) market repurchase(s) on the SGX-ST and/or, as the case may be, such other stock exchange for the time being on which the Units may be listed and quoted; and/or

(ii) off-market repurchase(s) (which are not market repurchase(s)) in accordance with any equal access scheme(s) as may be determined or formulated by the Manager as it considers fit in accordance with the Trust Deed,

and otherwise in accordance with all applicable laws and regulations including the rules of the SGX-ST, or, as the case may be, such other stock exchange for the time being on which the Units may be listed and quoted, be and is hereby authorised and approved generally and unconditionally (the "**Unit Buy-Back Mandate**");

(b) (unless revoked or varied by the Unitholders in a general meeting) the authority conferred on the Manager pursuant to the Unit Buy-Back Mandate may be exercised by the Manager at any time and from time to time during the period commencing from the date of the passing of this Resolution and expiring on the earliest of:

(i) the date on which the next annual general meeting of NTT DC REIT is held;

(ii) the date by which the next annual general meeting of NTT DC REIT is required by applicable laws and regulations or the Trust Deed to be held; or

(iii) the date on which the repurchases of Units by the Manager pursuant to the Unit Buy-Back Mandate are carried out to the full extent mandated;

(c) in this Resolution:

"**Average Closing Price**" means the average of the closing market prices of the Units over the last five Market Days (as defined herein), on which transactions in the Units were recorded, immediately preceding the date of the market repurchase or, as the case may be, the date of the making of the offer pursuant to the off-market repurchase, and deemed to be adjusted for any corporate action that occurs during the relevant five Market Days and the date of the market repurchase(s) or, as the case may be, the date of the making of the offer pursuant to the off-market repurchase(s);

"**date of the making of the offer**" means the date on which the Manager makes an offer for an off-market repurchase, stating therein the repurchase price (which shall not be more than the Maximum Price (as defined below) for an off-market repurchase calculated on the foregoing basis) for each Unit and the relevant terms of the equal access scheme for effecting the off-market repurchase;

"**Market Day**" means a day on which the SGX-ST and/or, as the case may be, such other stock exchange for the time being on which the Units may be listed and quoted, is open for trading in securities;

"**Maximum Limit**" means the number of Units representing 10.0% of the total number of issued Units as at the date of the passing of this Resolution; and

"**Maximum Price**" in relation to a Unit to be repurchased, means the repurchase price (excluding brokerage, stamp duty, commission, applicable goods and services tax and other related expenses) which shall not exceed 105.0% of the Average Closing Price of the Units for both a market repurchase and an off-market repurchase; and

(d) 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 NTT DC REIT to give effect to the transactions contemplated and/or authorised by this Resolution.

(Please see Explanatory Notes)

BY ORDER OF THE BOARD
NTT DC REIT Manager Pte. Ltd.
(Company Registration No. 202450721M)
As manager of NTT DC REIT

NGIAM MAY LING
Company Secretary
Singapore
6 July 2026

Explanatory Notes:

Ordinary Resolution 3

Ordinary Resolution 3 above, if passed, will empower the Manager from the date of this AGM until the earliest of (i) the conclusion of the next annual general meeting of the Unitholders of NTT DC REIT, or (ii) the date by which the next annual general meeting of the Unitholders of NTT DC REIT is required by the applicable laws and regulations or the Trust Deed to be held, or (iii) the date on which such authority is revoked or varied by the Unitholders in a general meeting, to issue Units and to make or grant Instruments (such as securities, warrants or debentures) convertible into Units and to issue Units pursuant to such Instruments, up to a number not exceeding 50.0% of the total number of issued Units (excluding treasury Units, if any) of which up to 20.0% of the total number of issued Units (excluding treasury Units, if any) may be issued other than on a *pro rata* basis to Unitholders.

Ordinary Resolution 3 above, if passed, will also empower the Manager from the date of this AGM until the date of the next annual general meeting of NTT DC REIT, to issue Units as either full or partial payment of fees which the Manager is entitled to receive for its own account pursuant to the Trust Deed.

For the purpose of determining the aggregate number of Units that may be issued, the percentage of issued Units will be calculated based on the total number of issued Units (excluding treasury Units, if any) at the time Ordinary Resolution 3 above is passed, after adjusting for new Units arising from the conversion or exercise of any Instruments which are outstanding or subsisting at the time when Ordinary Resolution 3 above is passed and any subsequent bonus issue, consolidation or subdivision of Units.

Fund-raising by issuance of new Units may be required in instances of property acquisitions or debt repayments. In any event, if the approval of Unitholders is required under the Listing Manual of the SGX-ST, the Trust Deed or any applicable laws and regulations in such instances, the Manager will then obtain the approval of Unitholders accordingly.

Ordinary Resolution 4

Ordinary Resolution 4 above, if passed, will empower the Manager from the date of this AGM of NTT DC REIT until (i) the date on which the next annual general meeting of NTT DC REIT is held, (ii) the date by which the next annual general meeting of NTT DC REIT is required by applicable laws and regulations or the Trust Deed to be held, or (iii) the date on which the repurchases of Units by the Manager pursuant to the Unit Buy-Back Mandate are carried out to the full extent mandated, whichever is the earliest, to exercise all the powers to repurchase issued Units for and on behalf of NTT DC REIT not exceeding in aggregate 10.0% of the total number of Units as at the date of the passing of the Ordinary Resolution 4, whether by way of market repurchase(s) or off-market repurchase(s), on the terms of the Unit Buy-Back Mandate set out in the Appendix to Unitholders dated 6 July 2026 (the "**Appendix**"), unless such authority is revoked or varied by the Unitholders in a general meeting.

(Please see the Appendix in relation to the proposed renewal of the Unit Buy-Back Mandate for further details.)

Important Notice:

Format of Meeting

1. The AGM will be held, in a wholly physical format, at Marina Bay Sands Expo and Convention Centre, Level 4, Melati Ballroom, 10 Bayfront Avenue, Singapore 018956 on Tuesday, 28 July 2026 at 3.30 p.m. (Singapore time). Unitholders, including Central Provident Fund ("**CPF**") and Supplementary Retirement Scheme ("**SRS**") investors, and (where applicable) duly appointed proxies and representatives will be able to ask questions and vote at the AGM by attending the AGM in person and they should bring along their original NRIC/passport for registration on the day of the AGM. **There will be no option for Unitholders to participate virtually**.

   Please note that there will be no distribution of vouchers or door gifts at the AGM. Unitholders are advised not to attend the AGM if they are feeling unwell.

   Printed copies of this Notice, the accompanying Proxy Form (as defined below) and the Request Form for Unitholders to request for a printed copy of the Annual Report for the financial year from 28 March 2025 (Date of Constitution) to 31 March 2026 (the "**Annual Report FY25/26**") and/or the Appendix will be sent by post to Unitholders. This Notice and the accompanying Proxy Form will also be published on NTT DC REIT's website at https://ir.nttdcreit.com/agm_egm.html and on the SGX-ST website at https://www.sgx.com/securities/company-announcements.

Appointment of Proxy(ies)

2. (a) A Unitholder who is not a relevant intermediary is entitled to appoint not more than two proxies to attend, speak and vote at the AGM. Where such Unitholder's instrument appointing a proxy(ies) ("**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 AGM, 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 two proxies, the number and class of Units in relation to which each proxy has been appointed shall be specified in the Proxy Form.

   "**Relevant intermediary**" has the meaning ascribed to it in Section 181 of the Companies Act 1967 of Singapore.

   A Unitholder who wishes to appoint a proxy(ies) must complete and sign the Proxy Form before submitting it in the manner set out below.

3. A proxy need not be a Unitholder of NTT DC REIT. A Unitholder may choose to appoint the Chairman of the AGM as his/her/its proxy.

4. The Proxy Form must be submitted to the Manager c/o the Unit Registrar in the following manner:

   (a) if submitted personally or by post, be lodged with the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 HarbourFront Avenue, #14-07 Keppel Bay Tower, Singapore 098632; or

   (b) if submitted electronically, be submitted via email to the Unit Registrar at nttdcreit@boardroomlimited.com,

   and in each case, must be lodged or received (as the case may be) by 3.30 p.m. (Singapore time) on Saturday, 25 July 2026, being not less than 72 hours before the time appointed for holding the AGM.

   A Unitholder who wishes to submit a Proxy Form personally, by post or via email can either use the printed copy of the Proxy Form which is sent to him/her/it by post or download a copy of the Proxy Form from NTT DC REIT's website at https://ir.nttdcreit.com/agm_egm.html or on the SGX-ST website at https://www.sgx.com/securities/company-announcements, and complete and sign the Proxy Form, before submitting it personally or by post to the address provided above, or before scanning and sending it by email to the email address provided above.

   The Proxy Form must be executed under the hand of the appointor or of his/her attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed under its common seal or under the hand of its attorney or a duly authorised officer. Where a Proxy Form is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Manager), if the Proxy Form is submitted personally or by post, be lodged with the Proxy Form or, if the Proxy Form is submitted electronically via email, be emailed with the Proxy Form, failing which the Proxy Form may be treated as invalid.

   Completion and submission of the Proxy Form by a Unitholder will not prevent him/her from attending, speaking and voting at the AGM if he/she so wishes. The appointment of the proxy(ies) for the AGM will be deemed to be revoked if the Unitholder attends the AGM in person and in such event, the Manager reserves the right to refuse to admit any person or persons appointed under the relevant Proxy Form to the AGM.

5. The Proxy Form is not valid for use by CPF and SRS investors and shall be ineffective for all intents and purposes if used or purported to be used by them.

6. CPF and SRS investors:

   (a) may vote at the AGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or

   (b) may appoint the Chairman of the AGM as proxy to vote on their behalf at the AGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by 5.00 p.m. (Singapore time) on Friday, 17 July 2026.

7. An Investor (other than CPF/SRS investors) who wishes to vote should approach his/her/its relevant intermediary as soon as possible, to specify his/her/its voting instructions, including but not limited to, whether he/she/it wishes to vote at the AGM.

Submission of Questions

8. Unitholders, including CPF and SRS investors, may submit substantial and relevant questions related to the resolutions to be tabled for approval at the AGM in advance of the AGM:

   (a) by post to the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 HarbourFront Avenue, #14-07, Keppel Bay Tower, Singapore 098632; or

   (b) via email to the Manager at ap.ir-nttdcreit@global.ntt.

   When submitting questions by post or via email, Unitholders should also provide the following details:

   (i) the Unitholder's full name;

   (ii) the Unitholder's address; and

   (iii) the manner in which the Unitholder holds units in NTT DC REIT (e.g., via CDP, CPF and/or SRS), for verification purposes.

   All questions submitted in advance of the AGM must be received by 3.30 p.m. (Singapore time) on Wednesday, 15 July 2026.

9. The Manager will endeavour to address all substantial and relevant questions received from Unitholders by the submission deadline of 3.30 p.m. (Singapore time) on Wednesday, 15 July 2026, by publishing its responses to such questions on NTT DC REIT's website at https://ir.nttdcreit.com/agm_egm.html and on the SGX-ST website at https://www.sgx.com/securities/company-announcements at least 48 hours prior to the closing date and time for the lodgement/receipt of the Proxy Form. The Manager will respond to questions or follow-up questions submitted after the submission deadline of 3.30 p.m. (Singapore time) on Wednesday, 15 July 2026 either within a reasonable timeframe before the AGM, or at the AGM itself. Where substantially similar questions are received, the Manager will consolidate such questions and consequently not all questions may be individually addressed.

10. Unitholders, including CPF and SRS investors, and (where applicable) duly appointed proxies and representatives can also ask the Chairman of the AGM substantial and relevant questions related to the resolutions to be tabled for approval at the AGM, at the AGM itself.

11. The Manager will publish the minutes of the AGM on NTT DC REIT's website at https://ir.nttdcreit.com/agm_egm.html and on the SGX-ST website at https://www.sgx.com/securities/company-announcements, and the minutes will include the responses to the substantial and relevant questions which are addressed during the AGM.

Access to Documents

12. The Annual Report and the Appendix have been published and may be accessed on the SGX-ST website at https://www.sgx.com/securities/company-announcements. The Annual Report FY25/26 and the Appendix may also be accessed on NTT DC REIT's website at https://ir.nttdcreit.com/agm_egm.html.

    Unitholders may request for printed copies of the Annual Report FY25/26 and/or the Appendix by completing and submitting the Request Form in the following manner:

    (a) if submitted personally or by post, be lodged with the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 HarbourFront Avenue, #14-07 Keppel Bay Tower, Singapore 098632; or

    (b) if submitted electronically, be submitted via email to the Unit Registrar at nttdcreit@boardroomlimited.com,

    in each case, by no later than 5.00 p.m. (Singapore time) on Monday, 20 July 2026.

13. Unitholders should check NTT DC REIT's website at https://ir.nttdcreit.com/agm_egm.html for the latest updates on the AGM.

Personal data privacy:

By (a) submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the AGM and/or any adjournment thereof, and/or (b) submitting any question prior to or during the AGM in accordance with this Notice of AGM, 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 or service providers) for the processing, administration and analysis by the Manager and the Trustee (or their agents or service providers) of proxies and representatives appointed for the AGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the AGM (including any adjournment thereof), and in order for the Manager and the Trustee (or their agents or service providers) to comply with any applicable laws, listing rules, take-over 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 or service providers), 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 or service providers) 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 (or their agents or service providers) in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder's breach of warranty.