

APPENDIX DATED 6 July 2026

THIS APPENDIX IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

This Appendix is circulated to holders of units in NTT DC REIT (the units in NTT DC REIT, "**Units**", and the holders of Units, "**Unitholders**"). Its purpose is to provide the Unitholders with information on the proposed renewal of the Unit Buy-Back Mandate (as defined herein) to be tabled at the annual general meeting of Unitholders to 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) ("**AGM**").

Singapore Exchange Securities Trading Limited (the "**SGX-ST**") assumes no responsibility for the accuracy of any statements or opinions made, or reports contained, in this Appendix. If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

If you have sold or transferred all your Units, you should immediately forward this Appendix, together with the notice of annual general meeting convening the AGM (the "**Notice of Annual General Meeting**") and the accompanying Proxy Form, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.



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

managed by

NTT DC REIT MANAGER PTE. LTD.

**APPENDIX TO UNITHOLDERS IN RELATION TO
THE PROPOSED RENEWAL OF THE UNIT BUY-BACK MANDATE**

Table of Contents

	Page
1. Introduction	3
2. The Proposed Renewal of the Unit Buy-Back Mandate	4
3. Interests of Directors and Substantial Unitholders	13
4. Directors' Recommendations	14
5. Directors' Responsibility Statement	14
6. Document on Display	14
IMPORTANT NOTICE	15
GLOSSARY	16



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

1. INTRODUCTION

1.1 Summary

NTT DC REIT Manager Pte. Ltd., as manager of NTT DC REIT (the "**Manager**"), refers to the proposed Ordinary Resolution 4 ("**Resolution 4**") under the "As Special Business" section of the notice dated 6 July 2026 convening the AGM of NTT DC REIT to be 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).

Resolution 4 relates to the proposed renewal of the unit buy-back mandate of the Manager. The Manager's existing mandate to exercise its powers to procure the repurchases of Units for and on behalf of NTT DC REIT without the prior specific approval of the Unitholders in a general meeting was deemed to have been approved by Unitholders at the time of the initial public offering of NTT DC REIT ("**IPO**") by subscribing for Units at the time of the IPO, and such mandate expires on 28 July 2026, being the date of the AGM. In this regard, the Manager seeks approval from the Unitholders at the AGM in relation to the renewal of the mandate to exercise its powers to procure the repurchases of Units without the prior specific approval of Unitholders in a general meeting (the "**Unit Buy-Back Mandate**").

1.2 This Appendix

The purpose of this Appendix is to provide Unitholders with information relating to the above proposal which will be tabled at the AGM.

1.3 Advice to Unitholders

Unitholders should note that by voting in favour of the resolution relating to the proposed renewal of the Unit Buy-Back Mandate, they will be renewing the authority of the Manager to procure the repurchases of Units on the terms and conditions set out in paragraph 2 of this Appendix and in accordance with all applicable laws and regulations, including but not limited to the provisions of the trust deed constituting NTT DC REIT dated 28 March 2025 (as amended, restated and supplemented from time to time) (the "**Trust Deed**") and the Listing Manual of the SGX-ST (the "**Listing Manual**").

(See "*The Proposed Renewal of the Unit Buy-Back Mandate*" in paragraph 2 of this Appendix for further details.)

If a Unitholder is in any doubt as to the action he should take, he should consult his stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

1.4 Singapore Exchange Securities Trading Limited (the "SGX-ST")

The SGX-ST assumes no responsibility for the accuracy of any statements or opinions made, or reports contained, in this Appendix.

2. THE PROPOSED RENEWAL OF THE UNIT BUY-BACK MANDATE

2.1 Rationale for the Unit Buy-Back Mandate

The Manager aims to deliver sustainable returns to Unitholders and achieve long-term stability in distribution per Unit (“DPU”) and net asset value (“NAV”) per Unit, while maintaining an appropriate capital structure. In alignment with this objective, the approval of the renewal of the Unit Buy-Back Mandate authorising the Manager to repurchase Units for and on behalf of NTT DC REIT would give the Manager the flexibility to undertake repurchases of Units of up to the 10.0% limit described in paragraph 2.2.1 of this Appendix at any time, during the period when the Unit Buy-Back Mandate is in force (“Unit Buy-Back”).

The rationale for seeking the Unit Buy-Back Mandate is as follows:

- (i) Enhanced Capital Efficiency: the Unit Buy-Back Mandate would serve as a flexible and cost-effective capital management tool to allocate capital and enhance long-term returns for Unitholders by improving DPU for Unitholders and/or the NAV per Unit; and
- (ii) Stabilisation of Unit Prices: the Unit Buy-Back Mandate, when exercised at appropriate times, would allow the Manager to mitigate market volatility and counter the effects of speculative trading of the Units that may not reflect the underlying value of the Units. This would support a more stable market price for the Units and bolster market confidence in NTT DC REIT.

While the Unit Buy-Back Mandate would authorise Unit Buy-Backs of up to the said 10.0% limit during the period when the Unit Buy-Back Mandate is in force, Unitholders should note that the Manager may not necessarily repurchase Units and Unit Buy-Backs may not necessarily be carried out to the entire 10.0% limit as authorised by Unitholders.

Repurchases of Units will be made only when the Manager considers it to be in the best interests of NTT DC REIT and the Unitholders.

Rule 723 of the Listing Manual requires NTT DC REIT to ensure that at least 10.0% of its Units are at all times held by the public (the “Public Float”). As at 8 June 2026, being the latest practicable date prior to the issuance of this Appendix (the “Latest Practicable Date”), the Public Float was approximately 65%, and accordingly, the Manager is of the view that the orderly trading and the listing status of the Units on the SGX-ST is not likely to be affected by the Unitholders’ approval of the Unit Buy-Back Mandate and the repurchases of Units thereunder.

2.2 Authority and Limits on the Unit Buy-Back Mandate

The authority conferred on the Manager and the limits placed on the repurchases of Units by the Manager under the Unit Buy-Back Mandate are set out below:

2.2.1 Maximum Limit

The total number of Units which may be repurchased pursuant to the Unit Buy-Back Mandate is limited to that number of Units representing not more than 10.0% of the total number of issued Units as at the date of the AGM.¹

¹ Pursuant to Rule 882 of the Listing Manual, a unit buy-back shall not exceed 10.0% of the total number of issued units excluding treasury units and subsidiary holdings in each class as at the date of the resolution passed by unitholders for the unit buy-back. For the avoidance of doubt, NTT DC REIT does not hold any treasury units and there are no subsidiary holdings as none of the subsidiaries of NTT DC REIT hold any Units. There is also only one class of units in NTT DC REIT.

FOR ILLUSTRATIVE PURPOSES ONLY: On the basis of 1,033,950,746 Units in issue as at the Latest Practicable Date, and assuming that no further Units are issued on or prior to the AGM at which the Unit Buy-Back Mandate is approved, not more than 103,395,074 Units (representing 10.0% of the issued Units) may be repurchased by the Manager pursuant to the Unit Buy-Back Mandate during the Mandate Duration (as defined in paragraph 2.2.2 below).

2.2.2 Duration of Authority

Unless revoked or varied by Unitholders in a general meeting, the Unit Buy-Back Mandate, if approved by Unitholders, will be in force for the period commencing from the date on which the AGM is held and the Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates:

- (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 provisions of 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,

(the “**Mandate Duration**”).

Under the Trust Deed and the prevailing laws and regulations of Singapore, subject to any waiver by the relevant authorities, NTT DC REIT is required to convene an annual general meeting of Unitholders once every calendar year and not more than 15 months after the holding of the last preceding annual general meeting, and in any case within four months from the financial year end of NTT DC REIT.

The authority conferred on the Manager under the Unit Buy-Back Mandate to repurchase Units may be renewed at the next annual general meeting of Unitholders. When seeking the approval of Unitholders for any subsequent Unit buy-back mandate, the Manager shall disclose details of each Unit buy-back made during the Mandate Duration in respect of the Unit buy-back mandate immediately preceding such Unit buy-back mandate being sought, including the total number of Units repurchased, the repurchase price per Unit or the highest and lowest prices paid for such repurchases of Units, where relevant, and the total consideration paid for such repurchases.

2.2.3 Manner of Repurchase

Repurchases of Units may be made by way of:

- (i) market repurchase(s) (“**Market Repurchases**”); and/or
- (ii) off-market repurchase(s) (“**Off-Market Repurchases**”).

Market Repurchases refer to repurchases of Units by the Manager effected 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, through one or more duly licensed stockbrokers appointed by the Manager for the purpose.

Off-Market Repurchases refer to repurchases of Units by the Manager (which are not Market Repurchases) made under an equal access scheme or schemes for the repurchase of Units from Unitholders in accordance with the Trust Deed. In this regard, an Off-Market Repurchase must satisfy all the following conditions:

- (i) offers for the repurchase or acquisition of Units shall be made to every person who holds Units to repurchase or acquire the same percentage of their Units;
- (ii) all of the above-mentioned persons have a reasonable opportunity to accept the offers made to them; and
- (iii) the terms of all the offers are to be the same, except that there shall be disregarded:
 - (a) differences in consideration attributable to the fact that offers relate to Units with different accrued distribution entitlements;
 - (b) differences in consideration attributable to the fact that the offers relate to Units with different amounts remaining unpaid; and
 - (c) differences in the offers introduced solely to ensure that each Unitholder is left with a whole number of Units.

Additionally, the Listing Manual provides that, in making an Off-Market Repurchase, the Manager must issue an offer document to all Unitholders which must contain, *inter alia*:

- (i) the terms and conditions of the offer;
- (ii) the period and procedures for acceptances;
- (iii) the reasons for the proposed Unit repurchases;
- (iv) the consequences, if any, of Unit repurchases by the Manager that will arise under the Singapore Code on Take-overs and Mergers (the "**Code**") or other applicable takeover rules;
- (v) whether the Unit repurchases, if made, could affect the listing of the Units on the SGX-ST;
- (vi) details of any Unit repurchases made by the Manager in the previous 12 months (whether Market Repurchases or Off-Market Repurchases in accordance with an equal access scheme), giving the total number of Units repurchased, the repurchase price per Unit or the highest and lowest prices paid for the repurchases, where relevant, and the total consideration paid for the repurchases; and
- (vii) whether the Units repurchased by the Manager will be cancelled or kept as treasury Units.

2.2.4 Repurchase Price

The Manager has the discretion to determine the repurchase price for a repurchase of Units under a Unit buy-back mandate, subject to such repurchase price not exceeding 105.0% of the Average Closing Price (as defined herein) of the Units (the **"Maximum Price"**) for both a Market Repurchase (in accordance with Rule 884 of the Listing Manual) and an Off-Market Repurchase, excluding brokerage, stamp duty, commission, applicable goods and services tax and other related expenses (**"Related Expenses"**) of such repurchase.

For the purposes of this paragraph 2.2.4:

"Average Closing Price" means the average of the closing market prices of the Units over the last five Market Days, 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 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; and

"Market Day" means a day on which the SGX-ST is open for trading in securities.

2.3 Status of Repurchased Units

Under the Trust Deed, a Unit repurchased by way of a Unit buy-back shall be deemed cancelled immediately on repurchase (and all rights and privileges attached to such Unit will expire on such cancellation).

2.4 Reporting Requirements

Rule 886 of the Listing Manual specifies that an issuer shall notify the SGX-ST of all repurchases or acquisitions of its Units not later than 9.00 a.m.:

- (i) in the case of a Market Repurchase, on the Market Day following the day on which the Market Repurchase was made; or
- (ii) in the case of an Off-Market Repurchase under an equal access scheme, on the second Market Day after the close of acceptance of the offer for the Off-Market Repurchase.

The notification of any such repurchases of Units to the SGX-ST (in the form of an announcement on the SGXNet) shall be in such form and shall include such details as the SGX-ST may prescribe.

The Manager shall make arrangements with the appointed stockbrokers and/or custodians to ensure that they provide the Manager in a timely fashion the necessary information which will enable the Manager to make the notifications to the SGX-ST.

2.5 Sources of Funds

The Manager may only apply funds for the repurchase of Units as provided in the Trust Deed and in accordance with the applicable laws and regulations in Singapore. The Manager may not repurchase Units for a consideration other than in cash.

The Manager intends to utilise NTT DC REIT's internal sources of funds, external borrowings or a combination of both to finance the Manager's repurchase of Units on behalf of NTT DC REIT pursuant to the Unit Buy-Back Mandate, subject always to the requirements of the applicable laws and/or regulations in force at the relevant time.

2.6 Financial Effects

It is not possible for the Manager to calculate realistically or quantify the impact of repurchases of Units that may be made pursuant to the Unit Buy-Back Mandate on the NAV per Unit and DPU as the resultant effect would depend on, among others, the aggregate number of Units repurchased and the repurchase prices paid for such Units.

NTT DC REIT's total number of issued Units will be diminished by the total number of Units repurchased by way of a Unit Buy-Back as such Units will be cancelled.

The Manager will only exercise the Unit Buy-Back Mandate when it considers it to be in the best interests of NTT DC REIT and the Unitholders. The Manager will consider factors such as the working capital requirements, availability of financial resources, the investment and growth strategies of NTT DC REIT and the prevailing market conditions before repurchasing Units under the Unit Buy-Back Mandate. The Manager does not intend to exercise the Unit Buy-Back Mandate to such an extent as would have a material adverse effect on the financial position of NTT DC REIT.

FOR ILLUSTRATIVE PURPOSES ONLY: The financial effects of a Unit buy-back on NTT DC REIT are based on the assumptions set out below:

- (i) 103,395,074 Units (representing approximately 10.0% of the issued Units as at the Latest Practicable Date) are repurchased by the Manager pursuant to the Unit Buy-Back Mandate on 14 July 2025, being the listing date of NTT DC REIT (the "**Listing Date**");
- (ii) 1,033,950,746 Units are in issue as at the Latest Practicable Date (assuming no further Units are issued on or prior to the AGM at which the Unit Buy-Back Mandate is approved);
- (iii) Units are repurchased by the Manager at the Maximum Price of US\$1.0185 per Unit (being the price equivalent to 105.0% of the Average Closing Price of the Units immediately preceding the Latest Practicable Date), and accordingly, the maximum amount of funds required for the repurchase of the 103,395,074 Units, representing 10.0% of the issued Units as at the Latest Practicable Date (excluding Related Expenses) is approximately US\$105,307,883;
- (iv) the Unit Buy-Back Mandate has been effective since the Listing Date;
- (v) all Units repurchased under the Unit Buy-Back Mandate are cancelled;
- (vi) the repurchases of Units are funded by external borrowings; and
- (vii) there are no changes to the distribution policy to Unitholders.

Based on the assumptions set out above, the financial effects of the repurchase of 103,395,074 Units (representing 10.0% of the issued Units as at the Latest Practicable Date) by the Manager pursuant to the Unit Buy-Back Mandate are set out below based on the audited consolidated financial statements of NTT DC REIT and its subsidiaries (the “**Group**”) for the financial period from 28 March 2025 (being the date of constitution of NTT DC REIT) to 31 March 2026 (“**FY25/26**” and the audited consolidated financial statements of the Group for FY25/26, the “**FY25/26 Audited Financial Statements**”):

	FY25/26 Audited Financial Statements	Pro forma financial effects of Unit repurchases on the FY25/26 Audited Financial Statements
Net Assets attributable to Unitholders of NTT DC REIT (US\$ million)	1,181	1,076
Current Assets (US\$ million)	92	92
Current Liabilities (US\$ million)	44	44
Number of issued Units (as at the Latest Practicable Date) (million)	1,034	931
<u>Financial Ratios</u>		
Adjusted NAV per Unit (excluding outstanding distributable income) (US\$)	1.08	1.10
Distribution per Unit (US cents)	5.56	5.86
Aggregate Leverage (%)	29.17	35.10

Unitholders should note that the financial effects set out in the table above are based on the FY25/26 Audited Financial Statements and are presented strictly for illustrative purposes only. The results of NTT DC REIT for FY25/26 may not be representative of future performance. Although the Unit Buy-Back Mandate would authorise the Manager to repurchase up to 10.0% of the total number of issued Units, the Manager may not necessarily repurchase or be able to repurchase the entire 10.0% of the total number of issued Units at any time while the Unit Buy-Back Mandate is in force.

2.7 Taxation

Unitholders who are in doubt as to their respective tax positions or the tax implications of Unit repurchases by the Manager, or, who may be subject to tax whether in or outside Singapore, should consult their own professional advisers.

2.8 Units Repurchased by the Manager

As at the Latest Practicable Date, the Manager has not repurchased any Units under the existing Unit Buy-Back Mandate immediately preceding the AGM.

2.9 Black-Out Periods

The Manager will not repurchase any Units for and on behalf of NTT DC REIT at any time after a material price sensitive development has occurred or has been the subject of a decision until such time the price sensitive information has been publicly announced. In addition, the Manager will not repurchase Units for and on behalf of NTT DC REIT during the period commencing one month before the announcement of the Group’s half-yearly and full year financial statements.

2.10 Take-over Implications

The circumstances under which Unitholders and persons acting in concert with them will incur an obligation to make a mandatory take-over offer under Rule 14 of the Code after a repurchase of Units by the Manager are set out in Appendix 2 of the Code. The take-over implications which may arise from any repurchase by the Manager of Units by way of a Unit Buy-Back are set out below.

2.10.1 Obligation to make a Take-over Offer

If, as a result of any repurchase by the Manager of the Units, the proportionate interest in the voting rights of a Unitholder and persons acting in concert with him increases, such increase will be treated as an acquisition for the purposes of Rule 14 of the Code. Consequently, a Unitholder or a group of Unitholders acting in concert could obtain or consolidate effective control of NTT DC REIT and become obliged to make a mandatory take-over offer under Rule 14 of the Code.

2.10.2 Persons Acting in Concert

Applying the Code to NTT DC REIT, to the extent possible, persons acting in concert comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of Units (or otherwise), to obtain or consolidate effective control of NTT DC REIT.

Unless the contrary is established, the following persons, among others, will be presumed to be acting in concert, namely:

- (i) the following companies:
 - (a) a company ("**(A)**");
 - (b) the parent company of (A) ("**(B)**");
 - (c) the subsidiaries of (A) (each, "**(C)**");
 - (d) the fellow subsidiaries of (A) (each, "**(D)**");
 - (e) the associated companies of any of (A), (B), (C), or (D) (each, "**(E)**");
 - (f) companies whose associated companies include any of (A), (B), (C), (D) or (E); and
 - (g) any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing companies for the purchase of voting rights; and
- (ii) a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts).

For this purpose, a company is an "associated company" (as defined in the Code) of another company if the second company owns or controls at least 20.0% but not more than 50.0% of the voting rights of the first-mentioned company.

2.10.3 Effect of Rule 14 and Appendix 2 of the Code

In general terms, the effect of Rule 14 and Appendix 2 of the Code is that, unless exempted², Unitholders and/or persons acting in concert with them will incur an obligation to make a mandatory take-over offer under Rule 14 of the Code if, as a result of the Manager repurchasing Units by way of a Unit Buy-Back, the voting rights of such Unitholders and/or their concert parties would increase to 30.0% or more, or in the event that such Unitholders and/or their concert parties hold between 30.0% and 50.0% of the voting rights in NTT DC REIT, if the voting rights of such Unitholders and/or their concert parties would increase by more than 1.0% in any period of six months.

Under Appendix 2 of the Code, a Unitholder not acting in concert with the directors of the Manager ("**Directors**") will not be required to make a mandatory take-over offer under Rule 14 of the Code if, as a result of the Manager repurchasing Units by way of a Unit Buy-Back, the voting rights of such Unitholder would increase to 30.0% or more, or, if such Unitholder holds between 30.0% and 50.0% of the voting rights in NTT DC REIT, the voting rights of such Unitholder would increase by more than 1.0% in any period of six months. Such Unitholder need not abstain from voting in respect of the resolution relating to the renewal of the Unit Buy-Back Mandate.

Based on the above and on the interests of the Substantial Unitholders³ in Units recorded in the Register of Substantial Unitholders and information available to the Manager as at the Latest Practicable Date,⁴ none of the Substantial Unitholders would normally become obliged to make a take-over offer for NTT DC REIT under Rule 14 of the Code as a result of any repurchase of Units by the Manager pursuant to the Unit Buy-Back Mandate of the maximum limit of 10.0% of its issued Units as at the Latest Practicable Date.

Important:

The statements herein do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all the implications that may arise under the Code. Unitholders are advised to consult their professional advisers and/or the Securities Industry Council at the earliest opportunity as to whether an obligation to make a mandatory take-over offer would arise by reason of any Unit repurchases by the Manager.

2.11 Restriction on Ownership of Units

Unitholders and all other persons, save for NTT Limited, which has been provided a waiver from the Unit Ownership Limit (as defined herein), are prohibited from directly or indirectly owning in excess of 9.8% in value or in number of Units, whichever is more restrictive, of any class or series of the outstanding Units (the "**Unit Ownership Limit**"), subject to any increase or waiver granted by Perpetual (Asia) Limited, in its capacity as trustee of NTT DC REIT (the "**Trustee**") pursuant to the terms of the Trust Deed acting on the recommendation of the Manager⁵. This prohibition is intended to (i) preserve the U.S. REIT⁶ status of NTT DCR U.S. REIT, LLC and any U.S. subsidiary thereof intended to be treated as a U.S. REIT and (ii) facilitate the availability of the Portfolio Interest Exemption⁷.

² Unitholders and/or persons acting in concert with them will be exempt from the requirement to make a mandatory take-over offer under Rule 14 of the Code upon the satisfaction of the conditions set out in paragraph 3(a) of Appendix 2 of the Code.

³ "**Substantial Unitholder**" means a person with an interest in Units constituting not less than 5.0% of the total number of Units in issue.

⁴ Please refer to paragraph 3.2 of this Appendix for the interests of the Substantial Unitholders as at the Latest Practicable Date.

⁵ The determination of the Units held by a person for purposes of the Unit Ownership Limit is computed pursuant to the rules of the United States Internal Revenue Code of 1986, as amended (the "**U.S. Tax Code**"), which includes rules relating to beneficial ownership (through the application of Section 544 of the U.S. Tax Code, as modified by Section 856(h) of the U.S. Tax Code, and as defined therein) ("**Beneficial Ownership**") and constructive ownership (through the application of Section 318(a) of the U.S. Tax Code, as modified by Section 856(d)(5) of the U.S. Tax Code, and as defined therein) ("**Constructive Ownership**"), which could be different from interests in Units as determined pursuant to the Securities and Futures Act 2001 of Singapore.

⁶ "**U.S. REIT**" means a real estate investment trust within the meaning of and pursuant to Sections 856 through 860 of the U.S. Tax Code.

⁷ "**Portfolio Interest Exemption**" means an exemption from U.S. tax for certain "portfolio interest" under the U.S. Tax Code.

The Trust Deed provides that Units held (i) directly or indirectly by any person in excess of the Unit Ownership Limit, (ii) directly, indirectly or constructively by a person which would result in any subsidiary of NTT DC REIT failing to qualify as a U.S. REIT to the extent that such subsidiary is intended to so qualify, (iii) constructively by a person which would cause any income of a subsidiary of NTT DC REIT intending to be a U.S. REIT that would otherwise qualify as “rents from real property” for purposes of Section 856(d) of the U.S. Tax Code to fail to qualify as such and/or (iv) directly, indirectly or constructively which would violate the Closely Held Rule (as defined herein) (the “**Excess Units**”) will be automatically forfeited and held by the Trustee (“**Automatic Forfeiture**”). While forfeited Excess Units are held by the Trustee, all rights attributable to those Units, such as the right to vote and the right to receive distributions, will be held by the Trustee; the Unitholder from whom the Excess Units are forfeited shall have no right to vote or receive distributions arising from such Units. The Trustee (acting on the recommendation of the Manager) will have the right and power to dispose of Excess Units subject to Automatic Forfeiture, and upon such disposal, the Unitholder from whom the Excess Units are forfeited will receive the proceeds (net of any commissions and other expenses of the Trustee) from the disposition, which shall correspond to the lesser of (a) the price paid by such Unitholder for the forfeited Units or if such Unitholder did not give value for the forfeited Units in connection with the event causing the Units to be forfeited (e.g. in the case of a gift, a non-pro rata Unit Buy-Back, a non-pro rata Unit consolidation or other corporate action where no acquisition or transfer of Units by a Unitholder takes place but has the result of increasing a Unitholder’s proportionate unitholdings), the market price of the Units on the day of the event causing the Automatic Forfeiture and (b) the proceeds received by the Trustee (net of any commissions and other expenses of the Trustee) from the sale or other disposition of the forfeited Units. The Trustee (acting on the recommendation of the Manager) will reduce the amount payable to the Unitholder of the forfeited Units by the amount of certain distributions which have been paid to such Unitholder. Any excess shall be donated by the Trustee to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager. If, prior to the discovery by the Trustee that Excess Units are subject to Automatic Forfeiture, such Excess Units are sold by the Unitholder, then such Excess Units shall be deemed to have been sold on behalf of the Trustee and to the extent that such Unitholder received an amount in excess of the amount which it would otherwise have been entitled to, such excess shall be paid to the Trustee upon demand to be donated to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager.

For the avoidance of doubt, the Automatic Forfeiture is effective automatically, whether or not the Trustee or the Manager is aware of the change in ownership or aware of the fact that the Unit Ownership Limit has been breached and without any requirement for notice by the Trustee or the Manager. Unitholders are advised to manage their interests in the Units so as not to breach the Unit Ownership Limit and trigger the Automatic Forfeiture.

The Manager intends to monitor and limit the extent of its repurchases under the Unit Buy-Back Mandate based on the Substantial Unitholder disclosure notifications made pursuant to the Securities and Futures Act 2001 such that no Unitholders will end up directly or indirectly owning in excess of 9.8% of the outstanding Units as a result of the repurchase of Units by the Manager pursuant to the Unit Buy-Back Mandate.

2.12 Unitholders’ Approval

In view of the foregoing, the Manager is seeking the approval of Unitholders under Resolution 4 relating to the renewal of the Unit Buy-Back Mandate.

Important:

Unitholders should note that by voting in favour of the resolution relating to the renewal of the Unit Buy-Back Mandate, they will be authorising the Manager to procure the repurchases of Units on the terms and conditions set out in paragraph 2 of this Appendix and in accordance with the provisions of the Trust Deed and all applicable laws and regulations including, but not limited to, the Listing Manual.

3. INTERESTS OF DIRECTORS AND SUBSTANTIAL UNITHOLDERS

3.1 Interests of Directors

Based on the Register of Directors' Unitholdings maintained by the Manager, the direct and deemed interests and voting rights of the Directors as at the Latest Practicable Date are as follows:

Name of Directors	Direct Interest		Deemed Interest		Total No. of Units	
	No. of Units	% ⁽¹⁾	No. of Units	% ⁽¹⁾	No. of Units	% ⁽¹⁾
Mr. Shuichi Sasakura	–	–	–	–	–	–
Mr. Tan Ser Ping	–	–	–	–	–	–
Ms. Eng Chin Chin	–	–	–	–	–	–
Mr. Sandip Talukdar	50,000	0.005	–	–	50,000	0.005
Mr. Douglas Stuart Adams	–	–	–	–	–	–

⁽¹⁾ The percentage interest is based on total issued Units of 1,033,950,746 as at the Latest Practicable Date and is rounded to the nearest three decimal places.

3.2 Interests of Substantial Unitholders

Based on the information available to the Manager, the direct and deemed interests and voting rights of the Substantial Unitholders of NTT DC REIT as at the Latest Practicable Date are as follows:

Name of Substantial Unitholders	Direct Interest		Deemed Interest		Total No. of Units	
	No. of Units	% ⁽¹⁾	No. of Units	% ⁽¹⁾	No. of Units	% ⁽¹⁾
NTT Limited ⁽²⁾	257,552,400	24.91	3,741,246	0.36	261,293,646	25.27
NTT DATA, Inc. ⁽³⁾	–	–	261,293,646	25.27	261,293,646	25.27
NTT DATA Group Corporation ⁽⁴⁾	–	–	261,293,646	25.27	261,293,646	25.27
NTT, Inc. ⁽⁴⁾⁽⁵⁾	–	–	261,293,646	25.27	261,293,646	25.27
GIC Private Limited	100,880,000	9.76	–	–	100,880,000	9.76

⁽¹⁾ The percentage is based on total issued Units of 1,033,950,746 as at 8 June 2026 and is rounded to the nearest two decimal places.

⁽²⁾ NTT DC REIT Manager Pte. Ltd., the manager of NTT DC REIT, is wholly owned by NTT Limited. Accordingly, NTT Limited has a deemed interest in the 3,741,246 Units held by the Manager.

⁽³⁾ NTT Limited is wholly owned by NTT DATA, Inc.. Accordingly, NTT DATA, Inc. has a deemed interest in the Units through the direct and deemed interests of NTT Limited.

⁽⁴⁾ NTT DATA, Inc. is approximately 55% owned by NTT DATA Group Corporation and approximately 45% owned by NTT, Inc.. NTT DATA Group Corporation is in turn approximately 82% owned by NTT, Inc.. Accordingly, each of NTT DATA Group Corporation and NTT, Inc. has a deemed interest in the Units in which NTT DATA, Inc. has a deemed interest.

⁽⁵⁾ NTT, Inc. is approximately 34% owned by the Minister of Finance (Japan).

4. DIRECTORS' RECOMMENDATION

Having considered the relevant factors, including the rationale for the proposed renewal of the Unit Buy-Back Mandate as set out in paragraph 2 of this Appendix, the Directors recommend that Unitholders vote at the AGM in favour of the resolution relating to the renewal of the Unit Buy-Back Mandate.

5. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Appendix and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Appendix constitutes full and true disclosure of all material facts about the proposed renewal of the Unit Buy-Back Mandate, NTT DC REIT and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Appendix misleading.

Where information in this Appendix has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Appendix in its proper form and context.

6. DOCUMENT ON DISPLAY

The Trust Deed will be available for inspection⁸ during normal business hours at the registered office of the Manager at 8 Kallang Avenue, #14-01/02, Aperia Tower 1, Singapore 339509 for so long as NTT DC REIT is in existence.

⁸ Prior appointment is required. Please contact the Manager at ap.ir-nttdcreit@global.ntt.

Important Notice

This Appendix does not constitute or form part of an offer, invitation or solicitation of any offer to purchase or subscribe for any securities of NTT DC REIT in Singapore or any other jurisdictions. The value of Units and the income derived from them may fall as well as rise. Units are not obligations of, deposits in, or guaranteed by, the Manager, Perpetual (Asia) Limited (in its capacity as trustee of NTT DC REIT), or any of their affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested.

Unitholders have no right to request the Manager to redeem or purchase their Units for so long as the Units are listed on the SGX-ST. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units. The past performance of NTT DC REIT is not indicative of the future performance of NTT DC REIT. Similarly, the past performance of the Manager is not indicative of the future performance of the Manager.

This Appendix may contain forward-looking statements that involve assumptions, risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate and foreign exchange trends, cost of capital and capital availability, competition from other developments or companies, shifts in expected levels of occupancy rate, property rental income, charge out collections, changes in operating expenses (including employee wages, benefits and training costs), governmental and public policy changes and the continued availability of financing in the amounts and the terms necessary to support future business. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the Manager's current view on future events.

If you have sold or transferred all your Units, you should immediately forward this Appendix, together with the Notice of Annual General Meeting and the accompanying Proxy Form, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

Glossary

In this Appendix, the following definitions apply throughout unless otherwise stated:

%	: Per centum or Percentage
AGM	: The annual general meeting of Unitholders to be 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 approve the matters set out in the Notice of Annual General Meeting
Appendix	: This Appendix dated 6 July 2026
Automatic Forfeiture	: Excess Units which will be automatically forfeited and held by the Trustee as provided under the Trust Deed
Average Closing Price	: The average of the closing market prices of the Units over the last five Market Days, 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), is made
Beneficial Ownership	: Rules relating to beneficial ownership (through the application of Section 544 of the U.S. Tax Code, as modified by Section 856(h) of the U.S. Tax Code)
CDP	: The Central Depository (Pte) Limited
Code	: The Singapore Code on Take-overs and Mergers
Constructive Ownership	: Constructive ownership (through the application of Section 318(a) of the U.S. Tax Code, as modified by Section 856(d)(5) of the U.S. Tax Code)
date of the making of the offer	: 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 for an Off-Market Repurchase) for each Unit and the relevant terms of the equal access scheme for effecting the Off-Market Repurchase
Directors	: Directors of the Manager
DPU	: Distribution per Unit
Excess Units	: Units held directly or indirectly by any person in excess of the Unit Ownership Limit
FY25/26	: The financial year from 28 March 2025 (being the date of constitution of NTT DC REIT) to 31 March 2026
FY25/26 Audited Financial Statements	: The audited consolidated financial statements of the Group for FY25/26

Glossary

Group	: NTT DC REIT and its subsidiaries
IPO	: Initial public offering
Latest Practicable Date	: 8 June 2026, being the latest practicable date prior to the issuance of this Appendix
Listing Date	: 14 July 2025
Listing Manual	: The Listing Manual of the SGX-ST
Manager	: NTT DC REIT Manager Pte. Ltd., in its capacity as manager of NTT DC REIT
Mandate Duration	: Unless revoked or varied by Unitholders in a general meeting, the period commencing from the date on which the AGM is held and the Unit Buy-Back Mandate is approved and expiring on the earliest of the following dates: (a) the date on which the next annual general meeting of NTT DC REIT is held; (b) the date by which the next annual general meeting of NTT DC REIT is required by applicable laws and regulations or the provisions of the Trust Deed to be held; or (c) 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
Market Day	: A day on which the SGX-ST is open for trading in securities
Market Repurchases	: Repurchases of Units made by way of market repurchases
Maximum Limit	: The number of Units representing not more than 10.0% of the total number of issued Units as at the date of the AGM
Maximum Price	: Repurchase price not exceeding 105.0% of the Average Closing Price of the Units for both a Market Repurchase and an Off-Market Repurchase, excluding brokerage, stamp duty, commission, applicable goods and services tax and other related expenses of such repurchase
NAV	: Net asset value
Notice of Annual General Meeting	: The notice of annual general meeting dated 6 July 2026 convening the AGM of NTT DC REIT
Off-Market Repurchases	: Repurchases of Units made by way of off-market repurchases
Ordinary Resolution	: A resolution proposed and passed as such by a majority being greater than 50.0% of the total number of votes cast for and against such resolution at a meeting of Unitholders or (as the case may be) Depositors named in the Depository Register as at 72 hours before the time of such meeting as certified by the Depository to the Manager

Glossary

Portfolio Interest Exemption	: An exemption from U.S. tax for certain “portfolio interest” under the U.S. Tax Code
Public Float	: Refers to the percentage of Units held by the public
Related Expenses	: Brokerage, stamp duty, commission, applicable goods and services tax and other related expenses
Resolution 4	: Ordinary Resolution 4, under the heading “As Special Business” as set out in the Notice of Annual General Meeting
Securities Account	: Securities accounts maintained by the CDP, the Central Provident Fund and the Supplementary Retirement Scheme
SGX-ST	: Singapore Exchange Securities Trading Limited
Substantial Unitholder	: A person with an interest in Units constituting not less than 5.0% of the total number of Units in issue
Trust Deed	: The trust deed dated 28 March 2025 constituting NTT DC REIT (as amended, restated and supplemented from time to time)
Trustee	: Perpetual (Asia) Limited, in its capacity as trustee of NTT DC REIT
US\$ and US cents	: U.S. dollars and cents, the lawful currency of the U.S.
U.S.	: United States of America
U.S. REIT	: A real estate investment trust within the meaning of and pursuant to Sections 856 through 860 of the U.S. Tax Code
U.S. Tax Code	: The United States Internal Revenue Code of 1986, as amended
Unit	: A unit representing an undivided interest in NTT DC REIT
Unit Buy-Back	: The repurchase of Units pursuant to the Unit Buy-Back Mandate
Unit Buy-Back Mandate	: The proposed unit buy-back mandate to be given to the Manager by way of an Ordinary Resolution in a general meeting, to exercise its powers to procure the repurchases of Units for and on behalf of NTT DC REIT without the prior specific approval of Unitholders at a general meeting
Unit Ownership Limit	: The prohibition on Unitholders from directly or indirectly owning in excess of 9.8% in value or in number of Units, whichever is more restrictive, of any class or series of the outstanding Units, as set out in paragraph 2.11 of the Appendix
Unitholder	: The registered holders for the time being of a Unit, including person(s) so registered as joint holders, except where the registered holder is CDP, the term “ Unitholder ” shall, in relation to Units registered in the name of CDP, mean, where the context requires, the Depositor whose Securities Account with CDP is credited with Units

Glossary

The terms "**Depositor**", "**Depository**" and "**Depository Register**" shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act 2001 of Singapore.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

Any reference in this Appendix to any enactment is a reference to that enactment for the time being amended or re-enacted.

Any reference to a time of day in this Appendix shall be a reference to Singapore time unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding. Unless otherwise stated in this Appendix, figures and percentages are rounded off where applicable.

