



(Constituted in the Republic of Singapore pursuant to a trust deed dated 28 November 2005 (as amended))

## Notice Of Extraordinary General Meeting

**NOTICE IS HEREBY GIVEN** that an **EXTRAORDINARY GENERAL MEETING** ("EGM") of Keppel REIT will be held on Monday, 24 November 2014 at 11.00 a.m. at Raffles City Convention Centre, Stamford Ballroom (Level 4), 80 Bras Basah Road, Singapore 189560, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:

### ORDINARY RESOLUTION 1

#### THE PROPOSED ACQUISITION OF A ONE-THIRD INTEREST IN MARINA BAY FINANCIAL CENTRE TOWER 3

That subject to and contingent upon the passing of Resolution 2 and Resolution 3:

- (i) approval be and is hereby given for the acquisition of 200 ordinary shares being one-third of the issued share capital in Central Boulevard Development Pte. Ltd. ("**CBDPL**"), and the acquisition of one-third of the issued share capital in CBDPL, the "**Acquisition**", which holds MBFC Tower 3 (as defined in the circular dated 31 October 2014 (the "**Circular**")), from Bayfront Development Pte. Ltd. (the "**Vendor**"), on the terms and conditions set out in the share purchase agreement (the "**Share Purchase Agreement**") dated 18 September 2014 made between RBC Investor Services Trust Singapore Limited, as trustee of Keppel REIT (the "**Trustee**"), Keppel Land Properties Pte Ltd ("**KLP**") and the Vendor, and the entry into the Share Purchase Agreement be and is hereby approved and ratified;
- (ii) approval be and is hereby given for the entry into the Restated Shareholders' Agreement (as defined in the Circular) with the other shareholders of CBDPL and their parent entities relating to the governance of their relationships as direct or indirect shareholders of CBDPL and CBDPL's holding and management of MBFC Tower 3 upon Completion;
- (iii) approval be and is hereby given for the entry into the Undertaking Deed (as defined in the Circular) with KLP and the Vendor to ensure that all rights, benefits, obligations and liabilities relating to Marina Bay Suites Pte. Ltd. shall be excluded from the Acquisition;
- (iv) approval be and is hereby given for the payment of fees to Raffles Quay Asset Management Pte. Ltd. pursuant to the Amended and Restated Project and Asset Management Agreement (as defined in the Circular) as consideration for the due performance of certain services in relation to MBFC Tower 3;
- (v) approval be and is hereby given for the payment of all fees and expenses relating to the Acquisition; and
- (vi) Keppel REIT Management Limited, as the manager of Keppel REIT (the "**Manager**"), any director of 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, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Keppel REIT to give effect to the Acquisition.

### ORDINARY RESOLUTION 2

#### THE PROPOSED ISSUANCE OF THE CONSIDERATION UNITS

That subject to and contingent upon the passing of Resolution 1 and Resolution 3:

- (i) approval be and is hereby given for the Manager to issue, in the manner described in the Circular, such number of Consideration Units (as defined in the Circular) to the Vendor (or its nominee which would be a wholly-owned subsidiary of Keppel Land Limited (the "**Vendor Nominee**")) in relation to the Acquisition; and
- (ii) the Manager, any director of 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, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Keppel REIT to give effect to the issuance of the Consideration Units.

### ORDINARY RESOLUTION 3

#### THE PROPOSED WHITEWASH RESOLUTION

That subject to the conditions in the letter from the Securities Industry Council dated 29 October 2014 being fulfilled, unitholders of Keppel REIT ("**Unitholders**"), other than Keppel Land Limited, parties acting in concert with it and parties which are not independent of Keppel Land Limited, hereby (on a poll taken) waive their rights to receive a mandatory offer from Keppel Land Limited and parties acting in concert with it for all the remaining issued units in Keppel REIT ("**Units**") not owned or controlled by Keppel Land Limited and parties acting in concert with it, in the event that they incur a mandatory bid obligation pursuant to Rule 14 of the Singapore Code on Take-overs and Mergers as a result of:

- (i) the receipt by the Vendor (or the Vendor Nominee) of the Consideration Units as partial consideration for the Acquisition; and
- (ii) the receipt in Units by the Manager of the acquisition fee in relation to the Acquisition.

#### BY ORDER OF THE BOARD

Keppel REIT Management Limited  
(as manager of Keppel REIT)  
(Company Registration No. 200411357K)

Choo Chin Teck / Kelvin Chua Hua Yeow

Joint Company Secretaries  
Singapore  
31 October 2014

#### Important Notice:

- (1) A Unitholder entitled to attend and vote at the EGM is entitled to appoint one or two proxies to attend and vote in his/her stead. A proxy need not be a Unitholder.
- (2) Where a Unitholder appoints more than one proxy, the appointments shall be invalid unless he/she specifies the proportion of his/her holding (expressed as a percentage of the whole) to be represented by each proxy.
- (3) The instrument appointing a proxy must be lodged at the Manager's registered office at 1 HarbourFront Avenue, #18-01 Keppel Bay Tower, Singapore 098632 not less than 48 hours before the time appointed for the EGM.

#### Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a Unitholder (i) consents to the collection, use and disclosure of the Unitholder's personal data by the Manager and the Trustee (or their agents) for the purpose of the processing and administration by the Manager and the Trustee (or their agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Manager and the Trustee (or their agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the Unitholder discloses the personal data of the Unitholder's proxy(ies) and/or representative(s) to the Manager and the Trustee (or their agents), the Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Manager and the Trustee (or their agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Unitholder will indemnify the Manager and the Trustee in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder's breach of warranty.