Keppel DC REIT

(Constituted in the Republic of Singapore
pursuant to a trust deed dated 17 March 2011 (as amended))

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the "**EGM**") of the holders of units of Keppel DC REIT (the "**Unitholders**") will be convened and held, in a wholly physical format, at **Suntec Singapore Convention and Exhibition Centre, Room 324-326, Level 3, 1 Raffles Boulevard Suntec City, Singapore 039593** on **Friday, 20 December 2024 at 4.30 p.m. (Singapore time)**, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:

(1) ORDINARY RESOLUTION 1

THE PROPOSED ACQUISITION OF INTERESTS IN KEPPEL DC SINGAPORE 7 AND KEPPEL DC SINGAPORE 8, AND ENTRY INTO AGREEMENTS IN CONNECTION WITH THE ACQUISITION (INCLUDING, BUT NOT LIMITED TO, THE MASTER LEASE AGREEMENT AND THE FACILITY MANAGEMENT AGREEMENT), AS AN INTERESTED PERSON TRANSACTION

That, subject to and contingent to the passing of Ordinary Resolution 2:

(i) approval be and is hereby given for:

(a) the proposed acquisition of 49.0% of the shares in Memphis 1 Pte. Ltd. ("**Memphis 1**"), from TPM Pte. Ltd. ("**CPI SPV Seller**") and Geras DC Pte. Ltd. ("**KDCH SPV Seller**"), which holds Keppel DC Singapore 7 ("**KDC SGP 7**") and Keppel DC Singapore 8 ("**KDC SGP 8**") which are located on a property at 82 Genting Lane, Singapore 349567 (the "**Property**"); and

(b) the proposed subscription by the Purchaser (as defined herein) of two new classes of notes to be issued by Memphis 1 as follows:

(1) 100.0% of the first class of notes (the "**New Class A Notes**"); and

(2) 99.49% of the second class of notes (the "**New Class B Notes**"),

(collectively, the "**Proposed Shares and Notes Transactions**"), on the terms and conditions set out in:

(A) the conditional master agreement (the "**Master Agreement**") entered into between Perpetual (Asia) Limited (in its capacity as trustee of KDCR Singapore Sub-Trust 1) (the "**Purchaser**"), CPI SPV Seller, KDCH SPV Seller, Keppel Griffin Pte. Ltd. ("**Keppel Griffin**"), and the Existing Noteholders[1]; and

1 The Existing Noteholders are ADCF C Private Limited, ADC Geras Pte. Ltd., Alpha DC Fund Private Limited, Keppel DC Singapore 6 Pte. Ltd. and Times Genting Pte. Ltd..

(B) the conditional note subscription agreement (the "**Note Subscription Agreement**") entered into between the Purchaser, Memphis 1 and Keppel Griffin, with Memphis 1 as issuer and the Purchaser and Keppel Griffin as the subscribers,

and the entry into the Master Agreement and the Note Subscription Agreement be and is hereby approved and ratified;

(ii) approval be and is hereby given for the proposed payment of the lease extension consideration amount to extend the land tenure of the Property in the manner described in the circular to Unitholders dated 5 December 2024 issued in connection with the EGM ("**Circular**");

(iii) approval be and is hereby given for the proposed entry into the following agreements (the "**Relevant Agreements**") upon completion of the Proposed Shares and Notes Transactions, on the terms and conditions set out in each of the Relevant Agreements:

(a) the new shareholders' agreement to be entered into between the Purchaser and Keppel Griffin as the new shareholders of Memphis 1;

(b) a master lease agreement to be entered into between Memphis 1 and Keppel DCS3 Services Pte. Ltd. ("**K3**") in respect of KDC SGP 7 and KDC SGP 8;

(c) a facility management agreement to be entered into between Memphis 1 and K3 in respect of KDC SGP 7 and KDC SGP 8; and

(d) a business transfer agreement to be entered into between Memphis 1 and K3 in respect of KDC SGP 7 and KDC SGP 8;

(iv) the entry into a letter agreement between the Purchaser, Keppel Griffin and K3 be and is hereby approved and ratified;

(v) the entry into the sub-lease agreement in respect of KDC SGP 9 (as defined in the Circular) between Memphis 1 and Memphis 2 (DC2) Pte. Ltd. (including the cost sharing arrangements) be and is hereby approved and ratified;

(vi) approval be and is hereby given for the payment of all fees and expenses relating to the Proposed Shares and Notes Transactions and the proposed entry into the above-mentioned agreements; and

(vii) Keppel DC REIT Management Pte. Ltd., as the manager of Keppel DC REIT, (the "**REIT Manager**"), any director or Chief Executive Officer of the REIT Manager, and Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) (the "**REIT 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 REIT Manager, such director or Chief Executive Officer of the REIT Manager or, as the case may be, the REIT Trustee, may consider expedient or necessary or in the interests of Keppel DC REIT to give effect to the Proposed Shares and Notes Transactions and the proposed entry into the above-mentioned agreements, and the entry into the agreements and all transactions in connection therewith.

(2) ORDINARY RESOLUTION 2

THE PROPOSED ISSUANCE OF (I) SPONSOR SUBSCRIPTION UNITS TO KDCIH PURSUANT TO RULES 805(1), 811(3) AND 812(2) OF THE LISTING MANUAL AND (II) ACQUISITION FEE UNITS TO THE REIT MANAGER PURSUANT TO RULE 805(1) OF THE LISTING MANUAL

That, subject to and contingent to the passing of Ordinary Resolution 1:

(i) approval be and is hereby given for a specific mandate to be given to the REIT Manager in connection with the unit subscription agreement entered into between the REIT Manager and KDCIH[1] (the "**Unit Subscription Agreement**", and the subscription, the "**Sponsor Subscription**") in the manner described in the Circular, issue such number of new units in Keppel DC REIT to KDCIH (the "**Sponsor Subscription Units**"), at an issue price of S$2.090 per Sponsor Subscription Unit to raise gross proceeds of approximately S$85.0 million, pursuant to Rule 805(1) and Rule 811(3) of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**Listing Manual**");

(ii) the entry into the Unit Subscription Agreement be and is hereby approved and ratified;

(iii) approval be and is hereby given for the issue of the Sponsor Subscription Unit to KDCIH, as a restricted placee under Rule 812 of the Listing Manual;

(iv) approval be and is hereby given for the issuance of the acquisition fee units in connection with the Proposed Shares and Notes Transactions to the REIT Manager (together with the Sponsor Subscription, collectively, the "**Proposed New Units Issuances**"); and

(v) the REIT Manager, any director or Chief Executive Officer of the REIT Manager, and the REIT 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 REIT Manager, such director or Chief Executive Officer of the REIT Manager or, as the case may be, the REIT Trustee, may consider expedient or necessary or in the interests of Keppel DC REIT to give effect to the Proposed New Units Issuances, and the entry into the agreements and all transactions in connection therewith.

(3) ORDINARY RESOLUTION 3

THE PROPOSED ENTRY INTO A NEW MASTER LEASE AGREEMENT AND A NEW FACILITY MANAGEMENT AGREEMENT IN RELATION TO KEPPEL DC SINGAPORE 1, AS AN INTERESTED PERSON TRANSACTION

That:

(i) approval be and is hereby given for the proposed entry into the following agreements (the "**New KDC SGP 1 Agreements**"), on the terms and conditions set out in each of these agreements:

(a) the new master lease agreement relating to Keppel DC Singapore 1 ("**KDC SGP 1**") which will be entered into between the REIT Trustee and Keppel DC Singapore 1 Ltd.; and

(b) the new facility management agreement relating to KDC SGP 1 which will be entered into between the REIT Trustee and Keppel DC Singapore 1 Ltd.; and

---

1 "**KDCIH**" refers to Keppel DC Investment Holdings Pte. Ltd..

(ii) the REIT Manager, any director or Chief Executive Officer of the REIT Manager, and the REIT 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 REIT Manager, such director or Chief Executive Officer of the REIT Manager or, as the case may be, the REIT Trustee, may consider expedient or necessary or in the interests of Keppel DC REIT to give effect to the New KDC SGP 1 Agreements, and the entry into the agreements and all transactions in connection therewith.

(4) ORDINARY RESOLUTION 4

THE PROPOSED ENTRY INTO A NEW MASTER LEASE AGREEMENT AND A NEW FACILITY MANAGEMENT AGREEMENT IN RELATION TO KEPPEL DC SINGAPORE 2, AS AN INTERESTED PERSON TRANSACTION

That:

(i) approval be and is hereby given for the proposed entry into the following agreements (the "**New KDC SGP 2 Agreements**"), on the terms and conditions set out in each of these agreements:

(a) the new master lease agreement relating to Keppel DC Singapore 2 ("**KDC SGP 2**") which will be entered into between the REIT Trustee and Keppel DC Singapore 2 Pte. Ltd.; and

(b) the new facility management agreement relating to KDC SGP 2 which will be entered into between the REIT Trustee and Keppel DC Singapore 2 Pte. Ltd.; and

(ii) the REIT Manager, any director or Chief Executive Officer of the REIT Manager, and the REIT 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 REIT Manager, such director or Chief Executive Officer of the REIT Manager or, as the case may be, the REIT Trustee, may consider expedient or necessary or in the interests of Keppel DC REIT to give effect to the New KDC SGP 2 Agreements, and the entry into the agreements and all transactions in connection therewith.

Unitholders should note that Resolutions 1 and 2 are inter-conditional, and in the event that either Resolution 1 or Resolution 2 is not approved, both Resolutions would not proceed. Each of Resolution 1 and Resolution 2 is not conditional upon the passing of either Resolution 3 or Resolution 4. For the avoidance of doubt, each of Resolution 3 and Resolution 4 is not conditional upon the passing of any Resolution.

Unitholders are invited to send in their questions relating to the resolutions above to the REIT Manager by 4.30 p.m. on Friday, 13 December 2024. Please see the explanatory notes in this Notice of EGM on how Unitholders may submit their questions.

BY ORDER OF THE BOARD
Keppel DC REIT Management Pte. Ltd.
(UEN: 199508930C)
As Manager of Keppel DC REIT

Chiam Yee Sheng/Darren Tan
Company Secretaries
Singapore
5 December 2024

Explanatory notes:

1. This EGM is being convened and will be held in a wholly physical format, at Suntec Singapore Convention and Exhibition Centre, Room 324-326, Level 3, 1 Raffles Boulevard Suntec City, Singapore 039593 ("**Venue**") on Friday, 20 December 2024 at 4.30 p.m. (Singapore time). **There will be no option for Unitholders to participate virtually.**

Unitholders, including investors holding Units through the Central Provident Fund ("**CPF**") or Supplementary Retirement Scheme ("**SRS**", and together with CPF investors, "**CPF/SRS Investors**"), and (where applicable) duly appointed proxy(ies) can attend the EGM in person. To do so, they will need to register in person at the registration counter(s) outside the Venue on the day of the event. Registration will commence at 3.30 p.m. on that day. Unitholders are to bring along their NRIC/passport to enable the REIT Manager to verify their identity. The REIT Manager reserves the right to refuse admittance to the EGM if the attendee's identity cannot be verified accurately. Unitholders are advised not to attend the EGM if they are feeling unwell.

A Depositor (as defined in Section 81F of the Securities and Futures Act 2001 of Singapore) shall not be regarded as a Unitholder of Keppel DC REIT entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register at least 72 hours before the EGM. Depositors who are individuals and who wish to attend the EGM in person can attend and vote at the EGM without the lodgement of any Proxy Forms.

2. **Submission of questions in advance of, or at, the EGM**

Unitholders, including CPF/SRS investors, may submit questions relating to the business of the EGM to the REIT Manager, in advance of the EGM, no later than **4.30 p.m. on Friday, 13 December 2024**:

(a) by email to investor.relations@keppeldcreit.com; or

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

Unitholders are encouraged to submit their questions promptly for these to be addressed.

Addressing Questions: The REIT Manager will answer the substantial and relevant questions received prior to 4.30 p.m. on Friday, 13 December 2024 through the publication of its responses on Keppel DC REIT's website and on SGXNet, prior to the EGM and by 8.00 a.m. on Monday, 16 December 2024.

Asking questions at the EGM: Unitholders, including CPF/SRS investors, and (where applicable) duly appointed proxies can also ask questions relating to the business of the EGM, at the EGM itself.

Minutes of EGM: The REIT Manager will publish the minutes of the EGM on Keppel DC REIT's website and on SGXNet within one month after the EGM.

3. **Voting at the EGM, submission of Proxy Form**

Unitholders can vote at the EGM themselves or through duly appointed proxy(ies)[1]. A proxy need not be a Unitholder. A Unitholder can appoint the Chairman of the EGM as his/her/its proxy, but this is not mandatory.

Voting at the EGM: Upon registration at the Venue, Unitholders, including CPF/SRS investors, and (where applicable) their duly appointed proxy, will be provided with a handheld device for electronic voting.

Submission of Proxy Form: Unitholders who wish to appoint a proxy(ies) must submit an instrument for the appointment of proxy ("**Proxy Form**"). The Proxy Form must be submitted in the following manner:

(a) if submitted 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 keppel@boardroomlimited.com,

in each case, by **4.30 p.m. on Tuesday, 17 December 2024**, being 72 hours before the time appointed for holding the EGM.

---

1 For the avoidance of doubt, CPF/SRS investors will not be able to appoint third party proxies (i.e. persons other than the Chairman of the EGM) to attend, speak and/or vote at the EGM on their behalf.

A Unitholder who wishes to submit the Proxy Form must complete and sign the Proxy Form, and 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 Keppel DC REIT's website or SGXNet, and complete and sign the Proxy Form, before submitting it by post to the address provided above, or before scanning and submitting it by email to the email address provided above.

Where a Unitholder (whether individual or corporate) appoints the Chairman of the EGM as his/her/its proxy, he/she/it must give specific instructions as to voting, or abstentions from voting, in respect of a resolution in the proxy form, failing which the appointment of the Chairman of the EGM as proxy for that resolution will be treated as invalid.

A Unitholder who is not a relevant intermediary (as defined below) is entitled to appoint not more than two proxies. A Unitholder who is a relevant intermediary may appoint more than two proxies to exercise all or any of its rights to attend, speak and vote at the EGM. In any case where a Proxy Form appoints more than one proxy, the proportion of the holding of Units concerned to be represented by each proxy shall be specified in the Proxy Form. If no proportion is specified, the REIT Manager shall be entitled to treat the first named proxy as representing the entire Unitholding and any second named proxy as an alternate to the first named or at the REIT Manager's option to treat this Proxy Form as invalid.

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

4. Persons who hold Units through relevant intermediaries

The Proxy Form is not valid for use by investors holding Units through relevant intermediaries ("**Investors**") (including CPF/SRS investors) and shall be ineffective for all intents and purposes if used or purported to be used by them.

Investors (other than CPF/SRS Investors) who wish to participate in the EGM by:

(a) attending the EGM in person;

(b) submitting questions to the REIT Manager in advance of, or at, the EGM; and/or

(c) voting at the EGM (A) themselves; or (B) by appointing the Chairman of the EGM as proxy in respect of the Units held by such relevant intermediary on their behalf,

should contact the relevant intermediary through which they hold such Units as soon as possible in order for the necessary arrangements to be made for their participation in the EGM.

CPF/SRS investors:

(a) may vote at the EGM if they are appointed as a proxy by their respective CPF banks or SRS operators, and should contact their respective CPF banks or SRS operators as soon as possible if they have any queries regarding their appointment as proxy; or

(b) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF banks or SRS operators to specify their voting instructions by **4.30 p.m. on Tuesday, 10 December 2024**, being seven working days before the date of the EGM.

A "**relevant intermediary**" means:

(a) a banking corporation licensed under the Banking Act 1970 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Units in that capacity;

(b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001 of Singapore, and who holds Units in that capacity; or

(c) the Central Provident Fund Board ("**CPF Board**") established by the Central Provident Fund Act 1953 of Singapore, in respect of Units purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

5. Other information

Printed copies of this Notice of EGM (the "**Notice of EGM**"), the accompanying Proxy Form, and the request form for Unitholders to request for a printed copy of the Circular (the "**Request Form**"), have been despatched to Unitholders. The Notice of EGM and the Proxy Form will also be sent to Unitholders by electronic means via publication on Keppel DC REIT's website at https://www.keppeldcreit.com/en/investor-relations/agmegm-information and SGXNet.

The Circular dated 5 December 2024 ("**Circular**") has been published on Keppel DC REIT's website at https://www.keppeldcreit.com/en/investor-relations/agmegm-information and SGXNet. Printed copies of the Circular will not be despatched to Unitholders, unless otherwise requested. Unitholders may request for printed copies of the Circular by completing and returning the Request Form to the REIT Manager by **4.30 p.m. on Friday, 13 December 2024**. All previous requests, including any standing instructions for printed annual reports or circulars, will be disregarded.

Unitholders and Investors are advised to check SGXNet and/or Keppel DC REIT's website regularly for updates.

Any reference to a time of day in the Notice of EGM is made by reference to Singapore time.

Personal data privacy:

By (i) submitting any question prior to or at the EGM; and/or (ii) submitting a Proxy Form appointing a proxy(ies) and/or a representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a Unitholder:

(A) consents to the collection, use and disclosure of the Unitholder's personal data by the REIT Manager and the REIT Trustee (or their agents or service providers) for the purpose of the processing, administration and analysis by the REIT Manager and the REIT Trustee (or their agents or service providers) 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 REIT Manager and the REIT Trustee (or their agents or service providers) to comply with any applicable laws, listing rules, takeover rules, regulations and/or guidelines (collectively, the "**Purposes**");

(B) warrants that where the Unitholder discloses the personal data of the Unitholder's proxy(ies) and/or representative(s) to the REIT Manager and the REIT Trustee (or its 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 REIT Manager and the REIT Trustee (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes; and

(C) agrees to provide the REIT Manager and the REIT Trustee with written evidence of such prior consent upon reasonable request.