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** (**"EGM"**) of Keppel DC REIT will be held on Monday, 7 November 2016 at 3.00 p.m. at Four Seasons Hotel, Four Seasons Ballroom (Level 2), 190 Orchard Boulevard, Singapore 248646, for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

ORDINARY RESOLUTION

THE PROPOSED ACQUISITION OF 90.0% INTEREST IN KEPPEL DC SINGAPORE 3 (THE "PROPERTY") (FORMERLY KNOWN AS T27 OR KEPPEL DATAHUB 2), THE ENTRY INTO THE KEPPEL LEASE AGREEMENT, THE FACILITY MANAGEMENT AGREEMENT AND THE LLP AGREEMENT AND THE EQUITY INJECTION

That:

(i) approval be and is hereby given for the proposed acquisition of 90 ordinary shares being 90.0% of the issued share capital in Keppel DC Singapore 3 Pte. Ltd. (**"KDCS3PL"** and (following the conversion of KDCS3PL into a limited liability partnership) together with Keppel DC Singapore 3 LLP, the **"Target Entity"** (where **"Target Entity"** may refer to either KDCS3PL or Keppel DC Singapore 3 LLP), and the proposed acquisition of 90.0% of the issued share capital in the Target Entity, the **"Proposed Acquisition"**), which holds the Property, from Keppel Data Centres Holding Pte Ltd (the **"Vendor"**), on the terms and conditions set out in the share purchase agreement (the **"Share Purchase Agreement"**) dated 17 October 2016 made between Perpetual (Asia) Limited, in its capacity as trustee of Keppel DC REIT (the **"Trustee"**) 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 payment of all fees and expenses relating to the Proposed Acquisition and the equity injection to repay the existing loans of the Target Entity (the **"Equity Injection"**);

(iii) approval be and is hereby given for the proposed entry into the lease agreement (the **"Keppel Lease Agreement"**) between the Target Entity and Keppel DCS3 Services Pte. Ltd. on the terms and conditions set out in form of the Keppel Lease Agreement contained in the Share Purchase Agreement;

(iv) approval be and is hereby given for the proposed entry into the facility management agreement (the **"Facility Management Agreement"**) between the Target Entity and Keppel DCS3 Services Pte. Ltd., on the terms and conditions set out in form of the Facility Management Agreement contained in the Share Purchase Agreement;

(v) approval be and is hereby given for the proposed entry into the limited liability partnership agreement to convert KDCS3PL to a limited liability partnership (the **"LLP Agreement"**); and

(vi) Keppel DC REIT Management Pte. Ltd., as the manager of Keppel DC REIT, (the **"Manager"**), any Director or Chief Executive Officer 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 or Chief Executive Officer of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Keppel DC REIT to give effect to the Proposed Acquisition, the entry into the Keppel Lease Agreement, the Facility Management Agreement and the LLP Agreement and the Equity Injection to repay the existing loans of the Target Entity and all transactions in connection therewith.

BY ORDER OF THE BOARD
Keppel DC REIT Management Pte. Ltd.
(as manager of Keppel DC REIT)
(Company Registration No. 199508930C)

Kelvin Chua/Maritz bin Mansor
Joint Company Secretaries
Singapore
18 October 2016

Important Notice:

(1) A unitholder of Keppel DC REIT (**"Unitholder"**) who is not a relevant intermediary entitled to attend and vote at the EGM is entitled to appoint not more than 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) A Unitholder who is a relevant intermediary entitled to attend the meeting and vote is entitled to appoint more than two proxies to attend and vote instead of the Unitholder, but each proxy must be appointed to exercise the rights attached to a different Unit or Units held by such Unitholder. Where such Unitholder appoints more than one proxy, the appointments shall be invalid unless the Unitholder specifies the number of Units in relation to which each proxy has been appointed.

"relevant intermediary" means:

(a) a banking corporation licensed under the Banking Act, Chapter 19 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, Chapter 289 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, Chapter 36 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.

(4) The instrument appointing a proxy must be deposited at the Manager's registered office at 1 HarbourFront Avenue, #18-01 Keppel Bay Tower, Singapore 098632 not later than Friday, 4 November 2016 at 3.00 p.m., being 72 hours before the time fixed 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"**), and (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.