Keppel DC REIT

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

Notice of Annual General Meeting

NOTICE IS HEREBY GIVEN that the Annual General Meeting ("**AGM**") of the holders of units of Keppel DC REIT (the "**Unitholders**") will be held at Suntec Singapore Convention and Exhibition Centre, Summit 2, Level 3, 1 Raffles Boulevard Suntec City, Singapore 039593 on Tuesday, 16 April 2019 at 3.00 p.m. to transact the following business:

(A) As Ordinary Business

1. To receive and adopt the Report of Perpetual (Asia) Limited, as trustee of Keppel DC REIT (the "**Trustee**"), the Statement by Keppel DC REIT Management Pte. Ltd., as manager of Keppel DC REIT (the "**Manager**"), and the Audited Financial Statements of Keppel DC REIT for the financial year ended 31 December 2018 and the Auditors' Report thereon. (**Ordinary Resolution 1**)

2. To re-appoint Messrs PricewaterhouseCoopers LLP as the Auditor of Keppel DC REIT to hold office until the conclusion of the next AGM of Keppel DC REIT, and to authorise the Manager to fix their remuneration. (**Ordinary Resolution 2**)

3. To re-endorse the appointment of Mr Dileep Nair as director of the Manager ("**Director**") pursuant to the undertaking dated 1 July 2016 provided by Keppel Capital Holdings Pte. Ltd. ("**Keppel Capital**") and Keppel Telecommunications & Transportation Ltd ("**Keppel T&T**") to the Trustee. (**Ordinary Resolution 3**)

   (Please see Explanatory Notes)

4. To endorse the appointments of the following Directors pursuant to the undertaking dated 1 July 2016 provided by Keppel Capital and Keppel T&T to the Trustee:

   (a) Mr Low Huan Ping (**Ordinary Resolution 4**); and

   (b) Mr Kenny Kwan (**Ordinary Resolution 5**).

   (Please see Explanatory Notes)

(B) As Special Business

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

5. That authority be and is hereby given to the Manager to:

   (a) (i) issue units in Keppel DC REIT ("**Units**") whether by way of rights, bonus or otherwise, and including any capitalisation of any sum for the time being standing to the credit of any of Keppel DC REIT's reserve accounts or any sum standing to the credit of the profit and loss account or otherwise available for distribution; and/or

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

   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 Instruments made or granted pursuant to this Resolution and any adjustment effected under any relevant Instrument) shall not exceed fifty per cent (50%) of the total number of issued Units (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 Unitholders (including Units to be issued in pursuance of Instruments made or granted pursuant to this Resolution and any adjustment effected under any relevant Instrument) shall not exceed twenty per cent (20%) of the total number of issued Units (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 that may be issued under sub-paragraph (1) above, the total number of issued Units shall be based on the total number of issued Units at the time this Resolution is passed, after adjusting for:

      (a) any new Units arising from the conversion or exercise of any convertible securities or options which are outstanding or subsisting at the time this Resolution is passed; 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 (the "**Listing Manual**") for the time being in force (unless such compliance has been waived by the SGX-ST) and the trust deed dated 17 March 2011 constituting Keppel 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 until (i) the conclusion of the next AGM of Keppel DC REIT or (ii) the date by which the next AGM of Keppel DC REIT is required by applicable regulations 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 necessary, expedient, incidental or in the interest of Keppel DC REIT to give effect to the authority conferred by this Resolution. (**Ordinary Resolution 6**)

   (Please see Explanatory Notes)

6. Subject to and contingent upon the passing of Ordinary Resolution 8:

   (a) that approval be and is hereby given to the Manager for the proposed renewal of the lease agreement and entry into the renewed lease agreement (the "**Renewed Keppel Lease Agreement**") between Keppel DC Singapore 5 LLP and Keppel DCS3 Services Pte. Ltd.; and

   (b) the Manager, any Director, 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 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 entry into the Renewed Keppel Lease Agreement and all transactions in connection therewith. (**Ordinary Resolution 7**)

   (Please see Explanatory Notes)

7. Subject to and contingent upon the passing of Ordinary Resolution 7:

   (a) that approval be and is hereby given to the Manager for the proposed renewal of the facility management agreement and entry into the renewed facility management agreement (the "**Renewed Facility Management Agreement**") between Keppel DC Singapore 5 LLP and Keppel DCS3 Services Pte. Ltd.; and

   (b) the Manager, any Director, 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 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 entry into the Renewed Facility Management Agreement and all transactions in connection therewith. (**Ordinary Resolution 8**)

   (Please see Explanatory Notes)

(C) As Other Business

8. To transact such other business as may be transacted at an AGM.

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

Kelvin Chua Winnie Mak
Joint Company Secretaries
Singapore
25 March 2019

Explanatory notes:

1. Ordinary Resolutions 3 to 5

Keppel Capital and Keppel T&T had on 1 July 2016 provided an undertaking (the "**Undertaking**") to the Trustee:

- to procure the Manager to seek Unitholders' re-endorsement for the appointment of each Director no later than every third AGM of Keppel DC REIT after the relevant general meeting at which such Director's appointment was last endorsed or re-endorsed, as the case may be;
- (where a person is appointed as Director, either to fill a vacancy or as an addition to the existing Directors, at any time) to procure the Manager to seek Unitholders' endorsement for his appointment as a Director at the next AGM of Keppel DC REIT immediately following his appointment; and
- to procure any person whose appointment as a Director has not been endorsed or re-endorsed (as the case may be) by the Unitholders at the relevant general meeting of Keppel DC REIT where the endorsement or re-endorsement (as the case may be) for his appointment was sought, to resign or otherwise be removed from the Board of Directors of the Manager either (i) within 21 days from the date of the relevant general meeting or (ii) in the event that the Board of Directors of the Manager determines that a replacement Director has to be appointed, no later than the date when such replacement Director is appointed, and the regulatory approval for such appointment (if any) has been obtained.

The endorsement or re-endorsement from Unitholders of any appointment of any person as a Director shall be by way of an ordinary resolution passed at the relevant general meeting. The Undertaking shall not restrict the Manager, Keppel Capital or Keppel T&T from appointing any Director from time to time in accordance with applicable laws and regulations (including any applicable rule of the SGX-ST) and the Constitution of the Manager.

The Undertaking shall remain in force for so long as

- Keppel Capital and Keppel T&T continue to hold shares in the Manager; and
- Keppel DC REIT Management Pte. Ltd. remains as the manager of Keppel DC REIT.

As the appointment of Mr Dileep Nair was last endorsed by Unitholders on 14 April 2016, the Manager is seeking the re-endorsement of the appointment of Mr Dileep Nair at the AGM to be held in 2019. In addition, as Mr Low Huan Ping and Mr Kenny Kwan were appointed as Directors on 28 February 2019, the Manager is also seeking the endorsement of their appointments at the AGM to be held in 2019.

Detailed information on Mr Dileep Nair, Mr Low Huan Ping and Mr Kenny Kwan can be found in the "Board of Directors" section in Keppel DC REIT's Report to Unitholders 2018.

Mr Dileep Nair will, upon re-endorsement, continue to serve as Independent Director and a member of the Audit and Risk Committee and the Nominating and Remuneration Committee.

Mr Low Huan Ping will, upon endorsement, continue to serve as an Independent Director and a member of the Audit and Risk Committee.

Mr Kenny Kwan will, upon endorsement, continue to serve as an Independent Director and a member of the Nominating and Remuneration Committee.

2. Ordinary Resolution 6

The Ordinary Resolution 6 above, if passed, will empower the Manager from the date of this AGM until (i) the conclusion of the next AGM of Keppel DC REIT; (ii) the date on which the next AGM of Keppel DC REIT is required by applicable regulations to be held, or (iii) the date on which such authority is revoked or varied by the Unitholders in a general meeting, whichever is the earliest (the "**Mandated Period**"), to issue Units, to make or grant Instruments and to issue Units pursuant to such Instruments, up to a number not exceeding 50% of the total number of issued Units of which up to 20% may be issued other than on a pro rata basis to Unitholders.

The Ordinary Resolution 6 above, if passed, will empower the Manager to issue Units, during the Mandated Period, as either full or partial payment of fees which the Manager is entitled to receive for its own account pursuant to the Trust Deed.

To determine 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 at the time the Ordinary Resolution 6 above is passed, after adjusting for new Units arising from the conversion or exercise of any convertible securities or options which are outstanding or subsisting at the time the Ordinary Resolution 6 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, the Trust Deed or any applicable laws and regulations in such instances, the Manager will then obtain the approval of Unitholders accordingly.

3. Ordinary Resolutions 7 and 8

On 12 June 2018, Keppel DC REIT completed the acquisition of 29,700,000 ordinary shares (being 99.0% of the issued share capital) in Kingsland Data Center Pte. Ltd. ("**KDCPL**", and the completion of the acquisition, the "**Completion**"), which holds the property located at 13 Sunview Way, Singapore 627541 (the "**Property**").

Following the Completion, KDCPL (which has since been converted into a limited liability partnership, Keppel DC Singapore 5 LLP ("**KDCS5LLP**"))[1] entered into:

(i) a lease agreement (the "**Keppel Lease Agreement**") with Keppel DCS3 Services Pte. Ltd. (the "**Keppel Lessee**" or the "**Facility Manager**") in relation to the lease of the Property to the Keppel Lessee; and

(ii) a facility management agreement (the "**Facility Management Agreement**") with the Facility Manager where the Facility Manager was appointed to provide certain facilities management and maintenance services in relation to the Property.

Each of the Keppel Lease Agreement and the Facility Management Agreement was for a term of one year with an option to renew for a term of nine years (exercisable at the option of Keppel DC REIT through KDCS5LLP[2]) on substantially the same terms and conditions.

The Manager proposes for Keppel DC REIT to exercise the option to renew the Keppel Lease Agreement (the "**Renewed Keppel Lease Agreement**") and the Facility Management Agreement (the "**Renewed Facility Management Agreement**").

The entry into the Renewed Keppel Lease Agreement and Renewed Facility Management Agreement would be an "interested person transaction" under Chapter 9 of the Listing Manual of the SGX-ST (the "**Listing Manual**"). As the aggregate value of the Renewed Keppel Lease Agreement and Renewed Facility Management Agreement exceeds 5.0% of Keppel DC REIT's latest audited net tangible assets, the Manager is seeking the approval of Unitholders for the entry into the Renewed Keppel Lease Agreement and the Renewed Facility Management Agreement, each by way of an Ordinary Resolution of the Unitholders.

Further details are set out in the Circular to Unitholders enclosed with the Notice of AGM.

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[1] KDCPL was renamed as Keppel DC Singapore 5 Pte. Ltd. ("KDCS5PL") and KDCS5PL has been converted to a limited liability partnership, Keppel DC Singapore 5 LLP, pursuant to Section 21 of the Limited Liability Partnerships Act, Chapter 163A of Singapore. Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) holds 99.0% of the interest in KDCS5LLP and Kingsland Development Pte. Ltd. holds the remaining 1.0% of the interest in KDCS5LLP. For the avoidance of doubt, the Renewed Keppel Lease Agreement and the Renewed Facility Management Agreement will be entered into by KDCS5LLP.

[2] Under Clause 2.2 of the Facility Management Agreement, if the Keppel Lease Agreement is renewed for a term of nine years, the Facility Management Agreement would also be automatically renewed.

Important Notice:

1. A Unitholder who is not a relevant intermediary entitled to attend and vote at the AGM 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. A Unitholder who is a relevant intermediary entitled to attend the meeting and vote is entitled to appoint more than one proxy 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 in the Proxy Form (as defined below).

   "**relevant intermediary**" means:

   (i) 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;

   (ii) 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

   (iii) 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 or proxies (the "**Proxy Form**") must be deposited at the Manager's registered office at 1 HarbourFront Avenue, #18-01 Keppel Bay Tower, Singapore 098632 not later than 13 April 2019 at 3.00 p.m., being 72 hours before the time fixed for the AGM.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the AGM of Keppel DC REIT 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 AGM of Keppel DC REIT (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the AGM of Keppel DC REIT (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.