Keppel Corporation Limited
(Co Reg No. 196800351N)
1 HarbourFront Avenue
#18-01 Keppel Bay Tower
Singapore 098632
www.kepcorp.com

Tel: (65) 62706666
Fax: (65) 64136452

TRANSFER OF NETWORK ASSETS BY M1 TO M1 NETWORK PRIVATE LIMITED AND PROPOSED INVESTMENT BY KEPPEL DC REIT

1. INTRODUCTION

1.1. Keppel Corporation Limited ("**Company**" and collectively with its subsidiaries, the "**Group**") refers to the joint media release by M1 Limited ("**M1**"), a subsidiary of the Company, and Keppel DC REIT dated 28 April 2021 in relation to the entry by M1 and Keppel DC REIT Management Pte. Ltd., as manager of Keppel DC REIT, into a non-binding term sheet in connection with, amongst others, the transfer of the Network Assets (as defined below) by M1 to a special purpose vehicle which principal activity is to own and operate mobile, fixed and fibre assets (comprising passive infrastructure and network equipment).

1.2. The Company wishes to announce that M1 had on 14 October 2021 entered into the following conditional agreements with M1 Network Private Limited ("**M1NPL**"):

(a) an asset transfer agreement ("**ATA**") for the transfer of certain of M1's mobile, fixed and fibre assets [1] (comprising passive infrastructure and network equipment) ("**Network Assets**") from M1 to M1NPL for an aggregate consideration of up to S$580,000,000, including any adjustments to reflect a consideration amount equivalent to the net book value of the Network Assets (as at a date no later than two (2) business days prior to Completion Date (as defined below)) in accordance with the terms and conditions of the ATA ("**Proposed Asset Transfer**"); and

(b) a network services agreement ("**Network Services Agreement**"), pursuant to which upon and subject to the completion of the Proposed Asset Transfer, M1NPL will provide access to and use of the Network Assets to M1 and its mobile virtual network operators, and M1 will among others undertake the operations and maintenance of the Network Assets and from time to time may undertake the Capex Works[2] on behalf of M1NPL.

1.3. In conjunction with the Proposed Asset Transfer, Keppel DC REIT has agreed to invest into M1NPL and the following conditional agreements have been entered into today:

[1] Excludes the 5G standalone assets which are jointly owned between M1 and another party, as well as the co-owned and "right of use" assets that cannot be transferred and will not be part of the Network Assets.

[2] "**Capex Works**" refers to any extension, modification, improvement, diversion, enhancement, renewal or replacement works.

(a) a bond subscription deed ("**Bond Subscription Deed**") between (i) M1NPL, and (ii) Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) (the "**Trustee**") for the subscription by the Trustee and/or its nominees (the "**Keppel DC REIT Subscribers**") of bonds to be issued by M1NPL for a total subscription amount of S$88,700,000 subject to the terms and conditions of the Bond Subscription Deed ("**M1NPL Bond Subscription**"); and

(b) a subscription and shareholders' agreement ("**SSHA**") between M1NPL and KDCR Singapore 2 Pte. Ltd. ("**KDCR Singapore 2**"), a wholly-owned subsidiary of Keppel DC REIT, pursuant to which KDCR Singapore 2 has agreed to subscribe for, and M1NPL has agreed to issue and allot, 1,000,000 new preference shares in the capital of the M1NPL ("**M1NPL Preference Shares**") to KDCR Singapore 2 for an aggregate consideration of S$1,000,000 ("**M1NPL Preference Shares Subscription**" and together with the M1NPL Bond Subscription, the "**Proposed Keppel DC REIT Investment"**).

1.4. The Proposed Asset Transfer and Proposed Keppel DC REIT Investment are inter-conditional and completion of the Proposed Asset Transfer ("**Completion**") and completion of the Proposed Keppel DC REIT Investment are to take place on the same day ("**Completion Date**").

1.5. The Proposed Asset Transfer involves the disposal of M1's interests in the Network Assets to M1NPL, which will be an indirect jointly controlled entity of the Company and Keppel DC REIT following completion of the Proposed Keppel DC REIT Investment. Accordingly, the Proposed Asset Transfer constitutes a "discloseable transaction" under Rule 1010 in Chapter 10 of the listing manual ("**Listing Manual**") of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") and is not subject to the approval of the shareholders of the Company being obtained at an extraordinary general meeting. For further details on the relative figures in respect of the Proposed Asset Transfer computed on the bases set out in Rule 1006 of the Listing Manual, please refer to paragraph 6 of this Announcement.

1.6. Based on the representations and confirmations by Keppel DC REIT to the Company in accordance with the shareholding interests, as at the latest practicable date, being 8 October 2021 ("**Latest Practicable Date**"), no interested person's interest in Keppel DC REIT and/or the Keppel DC REIT Subscribers, other than that held through the Company, amounts to 5% or more. Accordingly, the exemption under Rule 915(3) in Chapter 9 of the Listing Manual applies, and the Company is not required to obtain shareholders' approval for the Proposed Keppel DC REIT Investment under Chapter 9 of the Listing Manual relating to interested persons transactions. For further details, please refer to paragraph 11 of this Announcement.

2. INFORMATION ON M1, M1NPL AND KEPPEL DC REIT

2.1 Information on M1

M1 was incorporated in the Republic of Singapore on 7 November 1992 and as at the date of this Announcement, the Company has a deemed shareholding interest of 83.8% in M1. M1 is Singapore's first digital network operator, providing a suite of communications services, including mobile, fixed line and fibre offerings, to over two million customers.

2.2 Information on M1NPL

M1NPL was incorporated in the Republic of Singapore on 20 September 2021, which principal activity is to own and operate mobile, fixed and fibre assets (comprising passive infrastructure and network equipment). As at the date of this Announcement, M1NPL has an issued and paid-up share capital of S$1,000,000 comprising of 1,000,000 ordinary shares held entirely by M1 and is accordingly an indirect subsidiary of the Company via M1.

Following completion of the Proposed Keppel DC REIT Investment, M1NPL will have a share capital of S$2,000,000 consisting of (a) 1,000,000 ordinary shares held by M1; and (b) 1,000,000 preference shares held by KDCR Singapore 2. The Board of M1NPL shall have equal representation from M1 and Keppel DC REIT. As such, M1NPL will be an indirect jointly controlled entity of the Company and Keppel DC REIT following completion of the Proposed Asset Transfer and the Proposed Keppel DC REIT Investment.

2.3 **Information on Keppel DC REIT**

Listed on the Main Board of the SGX-ST on 12 December 2014, Keppel DC REIT is the first pure-play data centre real estate investment trust listed in Asia and on the Main Board of the SGX-S. Keppel DC REIT's investment strategy is to principally invest, directly or indirectly, in a diversified portfolio of income-producing real estate assets which are used primarily for data centre purposes, as well as real estate and assets necessary to support the digital economy. Keppel DC REIT is managed by Keppel DC REIT Management Pte. Ltd. ("**Manager**") and its key objectives are to provide the unitholders of Keppel DC REIT with regular and stable distributions, as well as achieve long-term growth while maintaining an optimal capital structure.

Keppel DC REIT is sponsored by Keppel Telecommunications & Transportation Ltd ('**Keppel T&T**"), a wholly owned subsidiary of the Company. Keppel T&T and Keppel Capital Holdings Pte. Ltd. ("**KCH**") each holds 50% of the shareholdings in the Manager, and each of Keppel T&T and KCH are in turn wholly owned subsidiaries of the Company.

All information on Keppel DC REIT in this paragraph 2 have been extracted from publicly available information and/or provided by Keppel DC REIT (as the case may be). In respect of such information, the Company has not independently verified the accuracy and correctness of the same and the Company's responsibility is limited to ensuring that such information has been accurately and correctly extracted and reproduced in this Announcement in its proper form and context.

3. MATERIAL TERMS OF THE PROPOSED ASSET TRANSFER

3.1 **Consideration for the Proposed Asset Transfer**

The aggregate consideration payable by the M1NPL to M1 for the transfer of the Network Assets shall be an amount of up to S$580,000,000 ("**Purchase Consideration**"), including any adjustments to reflect a consideration amount equivalent to the net book value of the Network Assets (as at a date no later than two (2) business days prior to Completion Date) in accordance with the terms and conditions of the ATA.

The Purchase Consideration was determined based on the net book value of the Network Assets as at 28 February 2021, being approximately S$580,000,000, and was arrived at after arm's length negotiations between M1 and the M1NPL on a willing-buyer and willing-seller basis, taking into account, *inter alia*, (a) the valuation of the Network Assets as set out in the Valuation Report (as defined below); and (b) the rationale for and benefits to the Group arising from the Proposed Asset Transfer, details of which are set out paragraph 7 of this Announcement.

The Purchase Consideration will be satisfied by M1NPL via the payment of:

(a) S$88,700,000 which is to be funded from the proceeds of the M1NPL Bonds Subscription; and

(b) the balance consideration amount of up to S$493,000,000 which is to be funded to M1NPL by way of the M1NPL External Financing (as defined below).

3.2 **Conditions Precedent to the Proposed Asset Transfer**

Completion of the Proposed Asset Transfer is subject to certain conditions precedents ("**Conditions**") being fulfilled or waived (as the case may be) by the Long Stop Date as defined in the ATA (or such other date as the Parties may agree in writing), including the following:

(a) in respect of the material passive infrastructure and network equipment which is not owned by M1 and for which M1 has only a right to use granted by a third party ("**Right to Use Shared Network Assets**") and/or any embedded software in the Network Assets which are critical to the functioning of the Network Assets,

(i) where required, notifications or requests for consent by M1 to the relevant third parties for the assignment or novation of such rights of use of the Right to Use Shared Network Assets and/or software licence to M1NPL having been issued; or

(ii) in the event that there are any valid objections received and/or required consents not provided by such third parties aforementioned in paragraph 3.2(a) before the finalisation of the Network Assets in accordance with the ATA, the removal and exclusion of such relevant assets from the final list of Network Assets to be transferred pursuant to the terms and conditions of the ATA;

(b) the relevant consents, licences, approvals, authorisations or waivers required to be obtained from M1's existing lenders having been obtained or notifications of the transfer of the Network Assets to such lenders having been issued by M1;

(c) consents, licences, approvals, authorisations or waivers required to be obtained, on terms mutually acceptable to M1 and M1NPL, having been obtained, including:

(i) the approval from the Infocomm Media Development Authority ("**IMDA**") in relation to the Proposed Asset Transfer and the Proposed Keppel DC REIT Investment; and

(ii) the approval by the independent unitholders of Keppel DC REIT of the Proposed Keppel DC REIT Investment;

(d) the transfer of the Network Assets upon the terms and conditions of the ATA not being prohibited or restricted by any statute, order, rule, regulation, directive, guideline or request (whether or not having the force of law) promulgated by any legislative, executive or regulatory body or other authority of Singapore (including the IMDA); and

(e) M1NPL having obtained external financing for an aggregate amount of S$493,000,000 for the purpose of satisfaction of the Purchase Consideration ("**M1NPL External Financing**").

4. MATERIAL TERMS UNDER THE NETWORK SERVICES AGREEMENT

The principal terms of the Network Services Agreement include, among others, the following:

(a) the Network Services Agreement takes effect and is conditional on the completion of the sale and purchase of the Network Assets under the Asset Transfer Agreement;

(b) the initial term of the Network Services Agreement is 15 years from the date the Network Services Agreement comes into effect (being the Completion Date);

(c) M1 shall pay M1NPL a monthly network service fee for the provision by M1NPL to M1 of the access to and use of the network capacity of the Network Assets ("**Network Services**");

(d) M1 shall be appointed by M1NPL as the sole and exclusive operator to operate, maintain and repair the Network Assets and any subsequent modifications, additions or enhancements thereto ("**O&M Services**") and M1NPL shall pay a monthly service fee to M1 for the O&M Services[3];

(e) M1NPL and M1 shall provide the Network Services and the O&M Services respectively in accordance with all laws and authorisations; and

(f) any variation, termination of or modification to the appointment of M1 by M1NPL to perform the O&M Services or appointment of a third party operator (by M1NPL) is subject to the consent of IMDA.

5. MATERIAL TERMS OF THE PROPOSED KEPPEL DC REIT INVESTMENT

5.1. The Bond Subscription Deed

(a) Under the Bond Subscription Deed, the Keppel DC REIT Subscribers will subscribe for, and M1NPL will issue and allot, S$88,700,000 in principal amount of bonds (**"M1NPL Bonds"**) under the terms and conditions of the Bond Subscription Deed and the M1NPL Bonds.

(b) The principal terms and conditions of the Bond Subscription Deed include, among others, the following:

(i) the M1NPL Bonds shall bear interest at a fixed rate of 9.17% per annum, calculated by reference to the outstanding principal amount thereof and at such interest rate, the payment of principal and interest would amount to S$11.0 million per annum, payable semi-annually in arrears in each year;

(ii) the M1NPL Bonds (when issued) will constitute direct, unconditional, and (other than in respect of liabilities of M1NPL under the M1NPL Facility Agreement) unsubordinated obligations of M1NPL and will at all times rank *pari passu* among themselves and with all other present and future direct, unconditional, unsecured and (other than in respect of liabilities of M1NPL under the M1NPL Facility Agreement) unsubordinated obligations of the M1NPL other than those preferred by statute or applicable law, but in priority to any payment obligations

[3] Such fees paid by M1NPL to M1 for the O&M Services is recovered by M1NPL through the network service fees payable by M1 to M1NPL (as referred to in paragraph 4(c)), as a component of the calculation of the network service fees includes a recovery fee for such fees paid for the O&M Services.

of the M1NPL under any shareholder loans' provided by M1 to the M1NPL under the SSHA;

(iii) the M1NPL Bonds shall not be redeemed, in whole or in part, at the option of M1NPL; and

(iv) in the event of a change of control in M1NPL and subject to certain conditions under the M1NPL Facility Agreement being fulfilled, the M1NPL Bonds may be redeemed at the option of the subscribers of the M1NPL Bonds, in whole or in part, on the date of such change of control at a redemption price equal to 100 per cent. (100%) of the outstanding principal amount, together with all accrued but unpaid interest.

5.2. **M1NPL Preference Shares Subscription**

(a) As part of the transaction, to provide additional protection to the Keppel DC REIT Subscribers, KDCR Singapore 2 will, pursuant to the SSHA, subscribe for 1,000,000 M1NPL Preference Shares for an aggregate consideration of S$1,000,000 ("**Subscription Consideration**").

(b) Completion of the M1NPL Preference Shares Subscription is subject to certain conditions precedents being fulfilled or waived (as the case may be) by the date falling six (6) months after the date of the SSHA (or such other date as the relevant parties may agree in writing), including the following:

(i) the execution of each of the ATA, the Network Services Agreement, the acquisition loan facility agreement in relation to the M1NPL External Financing ("**M1NPL Facility Agreement**"), the Bond Subscription Deed and the SSHA (collectively, the "**Transaction Documents**" and the transactions referred thereto, collectively the "**Proposed Transactions**")), and all conditions precedent to closing or funding (as the case may be) contained in the Asset Transfer Agreement, the Network Services Agreement, the M1NPL Facility Agreement and the Bond Subscription Deed being satisfied or waived in accordance with their terms and such agreements not having been terminated in accordance with their terms;

(ii) the receipt by KDCR Singapore 2 of a copy of the written consent from the IMDA in relation to the entry into the Transaction Documents;

(iii) the approval by the independent unitholders of Keppel DC REIT for the entry into the Bond Subscription Deed and the SSHA having been obtained; and

(iv) the receipt of confirmation from the Monetary Authority of Singapore as to whether the M1NPL Bonds qualify as "qualifying project debt securities" under the Income Tax Act (Chapter 134 of Singapore).

(c) The rights attaching to the M1NPL Preference Shares, include the following:

(i) the holder of the M1NPL Preference Shares will be entitled to receive notice of and be entitled to attend and speak at, but will generally not be entitled to vote at the general meeting of M1NPL, save as provided by law, M1NPL's Constitution and/or the SSHA. However, the holder of the M1NPL Preference Shares will be entitled to attend and vote at any general meeting (on the basis of one vote per M1NPL Preference Share) on certain matters which affect the rights of the holders of the M1NPL Preference Share, including the winding up

of M1NPL or any amendment to M1NPL's Constitution which would amount to a variation of the rights given to the holders of M1NPL Preference Shares; and

(ii) the holder of the M1NPL Preference Shares will be entitled to receive all proceeds out of the assets and funds of M1NPL available for distribution upon the dissolution and/or liquidation of M1NPL and be entitled to all the rights to any dividend or distribution (if any) by M1NPL, as may be determined by the board of directors of M1NPL out of the available profits of M1NPL.

(d) In addition to the rights attaching to the M1NPL Preference Shares set out in paragraph 5.1(c), KDCR Singapore 2, as the holder of the M1NPL Preference Shares, shall also be entitled to the following in accordance with the SSHA:

(i) KDCR Singapore 2 shall be entitled to nominate three (3) out of the six (6) directors on the board of M1NPL; and

(ii) KDCR Singapore 2 shall be entitled to certain reserved matters as set out in the SSHA which will require the prior written consent of the simple majority of the board of directors of M1NPL (with affirmative votes from at least two directors appointed by M1 and two directors appointed by KDCR Singapore 2).

5.3. **Proceeds from the Proposed Keppel DC REIT Investment**

The aggregate proceeds of S$89,700,000 from the Proposed Keppel DC REIT Investment will be used by M1NPL to fund mainly a portion of the Purchase Consideration as described in paragraph 3.1 of this Announcement and any balance will be used to fund the relevant costs and expenses[4] in relation to the Proposed Keppel DC REIT Investment.

6. RELATIVE FIGURES UNDER CHAPTER 10 OF THE LISTING MANUAL IN RELATION TO THE PROPOSED ASSET TRANSFER

For the purposes of Chapter 10 of the Listing Manual, the relative figures computed on the bases set out in Rule 1006 of the Listing Manual based on the latest announced unaudited consolidated financial statements of the Group for the financial period ended 30 June 2021 ("**1H2021**") are set out below:

Rule 1006	Bases	Relative figure (%)
(a)	The net asset value ("**NAV**") of the Network Assets to be disposed of, compared with the Group's NAV.	5.03%(1)
(b)	The net profits(2) attributable to the Network Assets disposed, compared with the Group's net profit.	Not applicable (2)
(c)	The aggregate value of the Purchase Consideration(3) received, compared with the Company's market capitalisation(3) based on the total number of issued shares (excluding treasury shares).	6.05%
(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue.	Not applicable

[4] In accordance with the terms and conditions of the SSHA, M1NPL will reimburse Keppel DC REIT up to S$2.7 million of the fees and expenses incurred or to be incurred by Keppel DC REIT in connection with the Proposed Keppel DC REIT Investment.

Rule 1006	Bases	Relative figure (%)
(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the Group's proved and probable reserves. This basis is applicable to a disposal of mineral, oil or gas assets by a mineral, oil and gas company, but not to an acquisition of such assets.	Not applicable

Notes:

(1) Based on the NAV of the Network Assets, being approximately S$580 million as at 28 February 2021 (being the latest date at which the NAV of the Network Assets was assessed), compared with the Group's NAV, being approximately S$11,529 million as at 30 June 2021, based on the latest announced unaudited consolidated financial statements of the Group for 1H2021.

(2) Under Rule 1002(3)(b) of the Listing Manual, "**net profits**" means profit or loss including discontinued operations that have not been disposed and before income tax and non-controlling interests. Due to the wide-ranging nature of the Network Assets as an integral part of M1's mobile, fixed and fibre business, it is impracticable to segregate and identify the portions of the profits which are attributable to the Network Assets for the purposes of this Rule 1006(b). In view of the foregoing, computation of the relative figure under this base will not be applicable. However, purely for illustrative purposes and assuming that the net profits attributable to the Network Assets is equivalent to the net profits of M1 for 1H2021, the net profits of the Network Assets for 1H2021 (being approximately S$32 million) compared against the net profits of the Group for 1H2021 (being approximately S$516 million) amounts to a relative figure of 6.2%.

(3) Based on the Purchase Consideration of S$580,000,000 and the market capitalisation of the Company of approximately S$9,584 million (determined by multiplying the total number of Shares in issue Shares (excluding treasury shares)) by S$5.267, being the volume weighted average price of the Shares transacted on 13 October 2021, being the last full market day preceding the date of the entry into the ATA.

As the relative figures set out under Rule 1006(a) and Rule 1006(c) of the Listing Manual exceeds 5% but does not exceed 20%, pursuant to Rules 1007 and 1010 of the Listing Manual, the Proposed Asset Transfer constitutes a "discloseable transaction" and is therefore not subject to shareholders' approval in an extraordinary general meeting.

7. RATIONALE AND BENEFITS OF THE PROPOSED ASSET TRANSFER

The Proposed Asset Transfer is part of the Group's asset-light business model under the Company's Vision 2030. Realising value from M1's Network Assets will free up capital that can be used to help M1 invest in new capabilities and also fund other growth initiatives. It is intended for M1 to continue to operate and maintain the Network Assets to uphold network quality and availability after Completion. M1 will also continue to sharpen its focus on customer-centricity and its transformation into Singapore's first digital network operator.

8. INTENDED USE OF PROCEEDS FROM PROPOSED ASSET TRANSFER

M1 expects to receive net proceeds of approximately S$480 million (after deducting all costs and expenses) from the Proposed Asset Transfer ("**Asset Transfer Proceeds**").

The Asset Transfer Proceeds will be used by M1 for general corporate purposes, working capital, business expansions, repayment of loans and/or any other actions to enhance M1's shareholder value as it deems fit in its discretion.

9. FINANCIAL INFORMATION

9.1. Value Attributable to the Network Assets

(a) Book Value and Net Asset Value ("**NAV**")

As at 28 February 2021[5], both the (a) book value attributable to the Network Assets; and (b) NAV attributable to the Network Assets, are approximately S$580 million respectively.

(b) Valuation of Network Assets

RSM Corporate Advisory Pte Ltd ("**RSM**"), an independent valuer, was commissioned by M1 to provide an independent valuation of the Network Assets. Based on the valuation report dated 11 October 2021 issued by RSM (the "**Valuation Report**"), the market value range of the Network Assets as at 31 March 2021 ('**Valuation Date**") is estimated to be from S$586 million to S$599 million. In arriving at its opinion, RSM has estimated the market value of the Network Assets based on the enterprise value of the business of owning the Network Assets and providing network services as the Network Assets derives their value entirely from this business.

9.2. No Excess or Deficit of Proceeds over Book Value

As mentioned in paragraph 3.1 of this Announcement, the Purchase Consideration represents an amount equal to the net book value of the Network Assets. Accordingly, there will no excess or deficit of the Asset Transfer Proceeds over the net book value of the Network Assets arising from the Proposed Asset Transfer.

10. FINANCIAL EFFECTS OF THE PROPOSED TRANSACTIONS

10.1. Bases and Assumptions

For illustration purposes only, the following is an analysis and illustration of the financial effects of the Proposed Transactions[6] on the Group, based on the latest audited consolidated financial statements of the Group for the financial year ended 31 December 2020 ("**FY2020**").

The financial effects as set out herein are for illustrative purposes only and do not necessarily reflect the actual financial results or the future financial performance and condition of the Group following Completion.

The financial effects of the Proposed Transactions were computed based on the following assumptions:

(a) the financial effects on the Company's earnings per share ("**EPS**") for FY2020 are computed assuming that the Proposed Transactions were completed on 1 January 2020; and

(b) the financial effects on the Company's net tangible assets ("**NTA**") per share as at 31 December 2020 are computed assuming that the Proposed Transactions were completed on 31 December 2020.

---

[5] 28 February 2021 being the latest date at which the book value and NAV of the Network Assets was assessed.

[6] Given the inter-conditionality and relationship between among others, the Proposed Asset Transfer, the Proposed KDCR Investment and M1NPL External Financing, the financial effects of the Proposed Transactions (which includes the Proposed Asset Transfer, Proposed KDCR Investment, M1NPL External Financing and the transactions contemplated under the Network Services Agreement) as a whole have been considered under this section for completeness.

10.2. **Share Capital**

As there will be no issuance of Shares by the Company pursuant to the Proposed Transactions, there will be no impact on the issued and paid-up share capital of the Company.

10.3. **Earnings per Share**

	Before the Proposed Transactions	**After the Proposed Transactions**
Net loss attributable to Shareholders (S$ million)	506	486
Weighted average number of issued shares of the Company (excluding treasury shares) ('000)	1,818,398	1,818,398
Loss per share (S$ cents)	27.8	26.7

10.4. **NTA**

	Before the Proposed Transactions	**After the Proposed Transactions**
NTA (S$ million)	9,120	9,120
Number of issued shares of the Company (excluding treasury shares) ('000)	1,817,506	1,817,506
NTA per share (S$)	5.02	5.02

11. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

11.1. As at the Latest Practicable Date, the Company has (through its wholly owned subsidiaries) a deemed interest in approximately 19.97% of the total number of issued units of Keppel DC REIT.

11.2. Temasek Holdings (Private) Limited ("**Temasek**") is a controlling shareholder of the Company and as at the Latest Practicable Date, has a deemed interest in approximately 22.4% of the total number of issued units of Keppel DC REIT (which includes its deemed interest held through the Company). Accordingly, Keppel DC REIT would be considered an associate of Temasek as an interested person with respect to the Company.

11.3. Rule 915(3) of the Listing Manual provides an exception from Rules 905, 906 and 907 of the Listing Manual in respect of a transaction between an entity at risk (in this case M1NPL) and an investee company (in this case Keppel DC REIT), where the interested person's interest in the investee company, other than held through the issuer (in this case, the Company), is less than 5%.

11.4. Based on the representations and confirmations by Keppel DC REIT to the Company in accordance with its latest shareholding interests as at the Latest Practicable Date, no interested person's (including Temasek) interest in Keppel DC REIT and/or the Keppel DC REIT Subscribers, other than that held through the Company, amounts to 5% or more. Accordingly, the exemption under Rule 915(3) in Chapter 9 of the Listing Manual applies, and the Company

is not required to obtain shareholders' approval under Chapter 9 of the Listing Manual for the Proposed Keppel DC REIT Investment.

11.5. As at the date of this Announcement, none of the directors of the Company ("**Directors**") hold any interest (deemed or direct) exceeding 0.1% of the total number of issued units of Keppel DC REIT.

11.6. Save as disclosed in this Announcement and save for their respective interests arising by way of their shareholdings and/or directorships in the Company and/or the Group (if any, as the case may be), none of the Directors nor, to the best of the Directors' knowledge, any of the controlling Shareholders has any interest, direct or indirect, in the Proposed Asset Transfer and/or Proposed Keppel DC REIT Investment.

12. SERVICE CONTRACTS

No person is proposed to be appointed as a Director in connection with the Proposed Asset Transfer and/or the Proposed Keppel DC REIT Investment. Accordingly, no service contract is proposed to be entered into between the Company and any such person.

13. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the ATA, the SSHA and the Valuation Report is available for inspection at the Company's registered office at 1 Harbourfront Avenue, #18-01, Keppel Bay Tower, Singapore 098632 during normal business hours for a period of three (3) months from the date of this announcement[7].

14. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to exercise caution when dealing or trading in their shares. Completion of the Proposed Asset Transfer and Proposed Keppel DC REIT Investment is subject to certain conditions. There is no certainty or assurance as at the date of this Announcement that the Proposed Asset Transfer and Proposed Keppel DC REIT Investment will be completed or that no changes will be made to the terms thereof.

The Company will make the necessary announcements when there are further material developments in relation thereto. Shareholders and potential investors are advised to read this Announcement and any further announcements by the Company carefully. Shareholders and potential advisers should consult their stock brokers, bank managers, solicitors, accountants, tax advisers or other professional advisors if they have any doubt about the actions they should take.

By Order Of The Board of
Keppel Corporation Limited

Caroline Chang / Kenny Lee
Company Secretaries

14 October 2021

[7] Prior appointment will be required. Please contact the Company's Investor Relations at investor.relations@kepcorp.com