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 23 October 2019 at 2.00 p.m. at Level 3, Hibiscus Ballroom 3601A-4 & 3701A-4, Sands Expo and Convention Centre, 10 Bayfront Avenue, Singapore 018956, 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 99.0% INTEREST IN THE COMPANY WHICH HOLDS KEPPEL DC SINGAPORE 4 ("KDC SGP 4"), THE ENTRY INTO THE KEPPEL LEASE AGREEMENT, THE FACILITY MANAGEMENT AGREEMENT AND THE LLP AGREEMENT ("PROPOSED KDC SGP 4 TRANSACTION")

That:

(i) approval be and is hereby given for the proposed acquisition of 9,900,000 ordinary shares being 99.0% of the issued share capital in Keppel DC Singapore 4 Pte. Ltd. ("**KDCS4PL**" and (following the conversion of KDCS4PL into a limited liability partnership) collectively with Keppel DC Singapore 4 LLP, the "**KDC SGP 4 Target Entity**", and the proposed acquisition of 99.0% of the issued share capital in the KDC SGP 4 Target Entity, the "**Proposed KDC SGP 4 Acquisition**"), which holds KDC SGP 4 (as defined in the Circular), from Thorium DC Pte. Ltd. (the "**KDC SGP 4 Vendor**"), on the terms and conditions set out in the share purchase agreement (the "**KDC SGP 4 Share Purchase Agreement**") dated 16 September 2019 made between Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) (the "**Trustee**") and the KDC SGP 4 Vendor, and the entry into the KDC SGP 4 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 KDC SGP 4 Transaction;

(iii) approval be and is hereby given for the proposed entry into the lease agreement (the "**Keppel Lease Agreement**") between the KDC SGP 4 Target Entity and Keppel DC Singapore 2 Pte. Ltd. ("**KDCS2PL**" or the "**Keppel Lessee**" or the "**Facility Manager**") on the terms and conditions set out in the form of the Keppel Lease Agreement contained in the letter agreement between the Trustee, KDCS2PL and Keppel Data Centre Holdings Pte. Ltd. ("**Letter Agreement**");

(iv) approval be and is hereby given for the proposed entry into the facility management agreement (the "**Facility Management Agreement**") between the KDC SGP 4 Target Entity and the Facility Manager, on the terms and conditions set out in the form of the facility management agreement contained in the Letter Agreement;

(v) approval be and is hereby given for the proposed entry into the limited liability partnership agreement to convert KDCS4PL to a limited liability partnership (the "**LLP Agreement**") on the terms and conditions set out in the form of the LLP agreement contained in the Letter 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 KDC SGP 4 Acquisition, the entry into the Keppel Lease Agreement, the Facility Management Agreement, the LLP Agreement and all transactions in connection therewith.

(2) ORDINARY RESOLUTION 2

THE PROPOSED ACQUISITION OF 100.0% INTEREST IN THE COMPANY WHICH HOLDS THE DATA CENTRE LOCATED AT 18 RIVERSIDE ROAD, SINGAPORE ("DC1")

That:

(i) approval be and is hereby given for the proposed acquisition of 1,000,000 ordinary shares being 100.0% of the issued share capital in DataCentre One Pte. Ltd. ("**DC1PL**" and the proposed acquisition of 100.0% of the issued share capital in DC1PL, the "**Proposed DC1 Acquisition**"), which holds DC1 (as defined in the Circular), from CityDC Pte. Ltd. ("**CityDC**") and WDC Development Pte. Ltd. ("**WDCD**") (collectively, the "**DC1 Vendors**"), on the terms and conditions set out in the share purchase agreement (the "**DC1 Share Purchase Agreement**") dated 16 September 2019 made between Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) (the "**Trustee**") and the DC1 Vendors, and the entry into the DC1 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 DC1 Acquisition; and

(iii) 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 DC1 Acquisition 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)

Winnie Mak/Kelvin Chua
Company Secretaries
Singapore
8 October 2019

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 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:

(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 Unit Registrar's office at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623 not later than 20 October 2019 at 2.00 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 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 EGM of Keppel DC REIT (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM 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**"), 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, 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.