CIRCULAR DATED 5 DECEMBER 2024

Keppel DC REIT

(Constituted in the Republic of Singapore pursuant to a trust deed dated 17 March 2011 (as amended))
MANAGED BY KEPPEL DC REIT MANAGEMENT PTE. LTD.

CIRCULAR TO UNITHOLDERS IN RELATION TO:

1) **THE PROPOSED ACQUISITION OF INTERESTS IN TWO DATA CENTRE BUILDINGS (BEING KEPPEL DC SINGAPORE 7 AND KEPPEL DC SINGAPORE 8) FOR AN AGREED PROPERTY VALUE OF S$1,030.0 MILLION (WITHOUT LAND TENURE LEASE EXTENSION) (AS DEFINED HEREIN) (ON A 100% BASIS) AND S$1,380.0 MILLION (WITH LAND TENURE LEASE EXTENSION) (AS DEFINED HEREIN) (ON A 100% BASIS), 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;**

2) **THE PROPOSED ISSUANCE OF (I) SPONSOR SUBSCRIPTION UNITS TO KEPPEL DC INVESTMENT HOLDINGS PTE. LTD. PURSUANT TO RULES 805(1), 811(3) AND 812(2) OF THE LISTING MANUAL AND (II) ACQUISITION FEE UNITS (AS DEFINED HEREIN) TO THE REIT MANAGER PURSUANT TO RULE 805(1) OF THE LISTING MANUAL;**

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; AND**

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.**

IMPORTANT DATES AND TIMES FOR UNITHOLDERS

Last date and time for submission of questions in advance of the Extraordinary General Meeting ("EGM")
Friday, 13 December 2024
at 4.30 p.m. (Singapore time)

Last date and time
for submission of Proxy Forms
Tuesday, 17 December 2024
at 4.30 p.m. (Singapore time)

Venue of the EGM
Suntec Singapore Convention and Exhibition Centre, Room 324-326,
Level 3, 1 Raffles Boulevard
Suntec City, Singapore 039593

Date and time of the EGM
Friday, 20 December 2024
at 4.30 p.m. (Singapore time)

CLSA

Independent Financial Adviser
CLSA Singapore Pte Ltd (UEN: 198703750W)
(Incorporated in the Republic of Singapore)

Singapore Exchange Securities Trading Limited (the "**SGX-ST**") takes no responsibility for the accuracy of any statements or opinions made, or reports contained, in this circular dated 5 December 2024 to the holders of units in Keppel DC REIT ("**Circular**", and the holders of units in Keppel DC REIT, "**Unitholders**"). If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional and independent adviser immediately.

If you have sold or transferred all your units in Keppel DC REIT ("**Units**"), you should immediately inform the purchaser or transferee or the bank, stockbroker or other agent through whom the sale or transfer was effected, for onward notification to the purchaser or transferee that this Circular (together with the Notice of Extraordinary General Meeting and the Proxy Form) may be accessed at Keppel DC REIT's website at https://www.keppeldcreit.com/en/investor-relations/agmegm-information and on the SGX website at https://www.sgx.com/securities/company-announcements.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Circular.

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

Acquisition Overview

ACQUISITION OF TWO AI-READY HYPERSCALE DATA CENTRES WITHIN THE KEPPEL DATA CENTRE CAMPUS IN SINGAPORE

Aggregate of the Agreed KDC SGP 7 and 8 Value and the Lease Extension Consideration (on a 100% basis) **S$1.38 billion**

KDC SGP 7

KDC SGP 8

- Artificial Intelligence (AI) inference ready
- Future-ready with flexibility to accommodate fit-out modifications, including liquid cooling
- 100% contracted to global hyperscalers
- Purpose-built, carrier-neutral data centres
- Excellent connectivity to key network infrastructure
- Building and Construction Authority (BCA) Green Mark Platinum Award for new data centres

Key Investment Merits

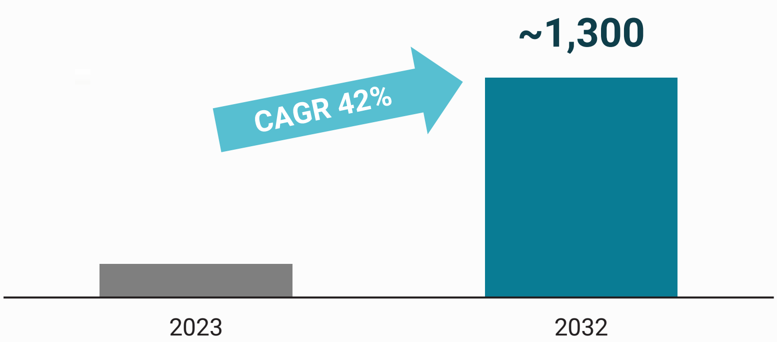
1 Strategic Addition of AI-ready Hyperscale Data Centres in Asia's Top Data Centre Hub

CAPITALISE ON GROWING DEMAND AND STRUCTURAL TAILWINDS

Growth will be **driven by training infrastructure in the near-term** and **AI inference use in the medium to long term**[1]

Future demand bolstered by the **ubiquitous adoption of technologies** and **structural tailwinds**

Revenue for Global Generative AI Market[1]
(US$'b)



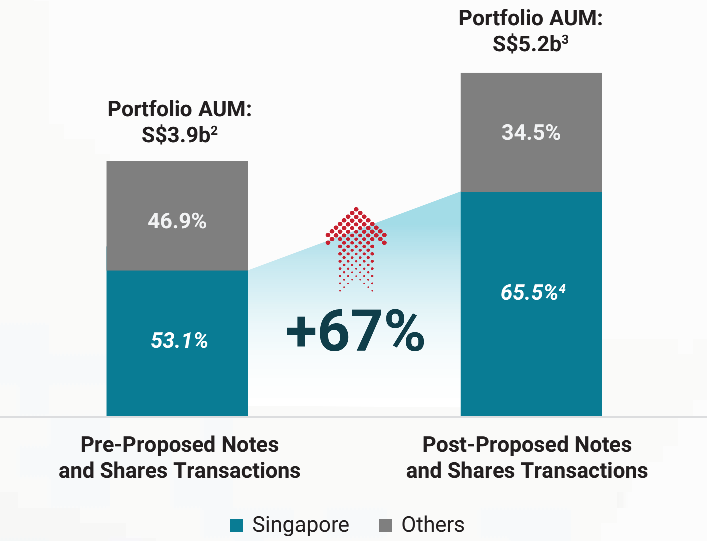
Ubiquitous Adoption of Technologies

- AI
- 5G Rollout
- Internet of Things

Structural Tailwinds Bolster Demand

- Cloud Adoption
- E-commerce
- Social Media & Streaming

Keppel DC REIT's Singapore exposure to increase by ~67% to S$3.4b



STRENGTHEN FOOTHOLD IN SINGAPORE

Singapore is the **top data centre hub in Asia** with extensive undersea cable networks and high-speed internet access

Singapore has **one of the lowest colocation vacancies in Asia Pacific at ~1%**

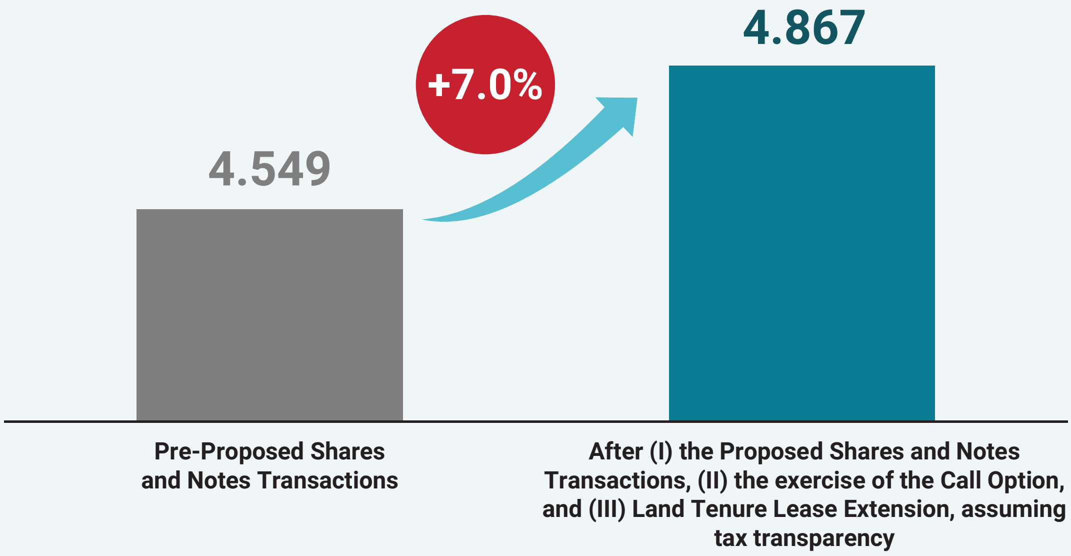
As **one of the largest owners of stabilised data centre assets** in Singapore, Keppel DC REIT is well positioned to benefit from a **further growth in colocation rates**

1. Bloomberg, June 2023.
2. As at 30 September 2024.
3. This is on the basis of Keppel DC REIT having an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8 and including the Land Tenure Lease Extension being obtained. Excluding the Land Tenure Lease Extension, the AUM will be S$4.9 billion.
4. As at 30 September 2024, post-completion of the acquisition of 99.49% economic interest in KDC SGP 7 and KDC SGP 8 and Land Tenure Lease Extension. Excluding the Land Tenure Lease Extension, Keppel DC REIT's exposure to Singapore assets will be S$3.1 billion and proportion of Singapore assets by AUM will be 63%.

Key Investment Merits

2 DPU Accretive

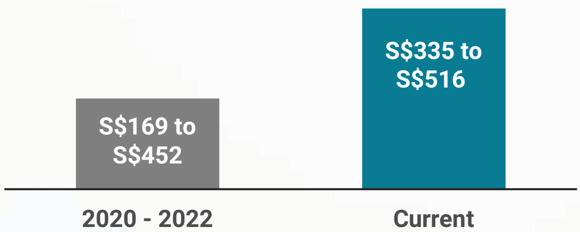
1H 2024 Pro Forma DPU Accretion[1]
(Singapore cents)



3 Multiple Levers to Drive Further Growth Via Rental Uplifts and Capacity Expansion

Potential For Rental Uplifts

Singapore Data Centres Pricing[2]
(per kW/month)



- Contracted rentals for KDC SGP 7 and KDC SGP 8 on take-or-pay basis are estimated to be **at least 15% to 20% below comparable market colocation rents**
- Colocation rents in Singapore for data centre capacity are expected to **trend upwards** over the next few years given the **tight demand-supply dynamic**[2]

Potential For Capacity Expansion

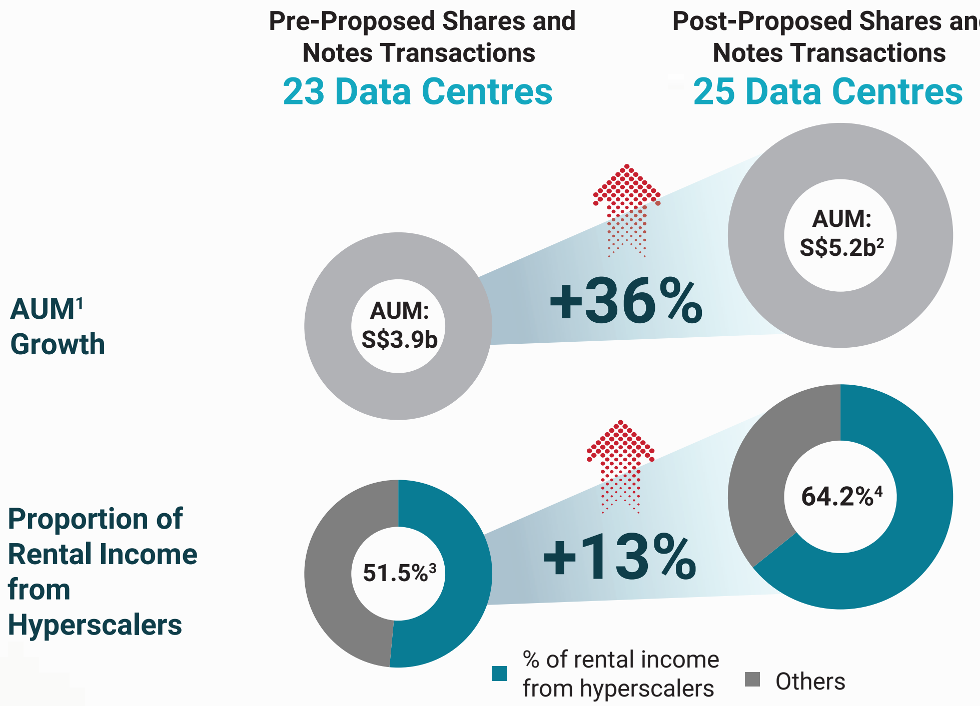
- Potential **revenue upside in the mid to long term**, subject to authority's approvals including that of power
- **Potential conversion of ~1.5 floors** of unutilised space **into data halls**
- **REIT Manager's proven track record** of delivering positive reversions and successful asset enhancement initiatives **to unlock value**

1. The graphic should be read together with paragraph 5.2 of the Circular. Please refer to such paragraph for further details.
2. DC Byte, October 2024.

Key Investment Merits

4 Stronger Platform to Drive Long-term Growth

A. Enhances Portfolio Income Resilience

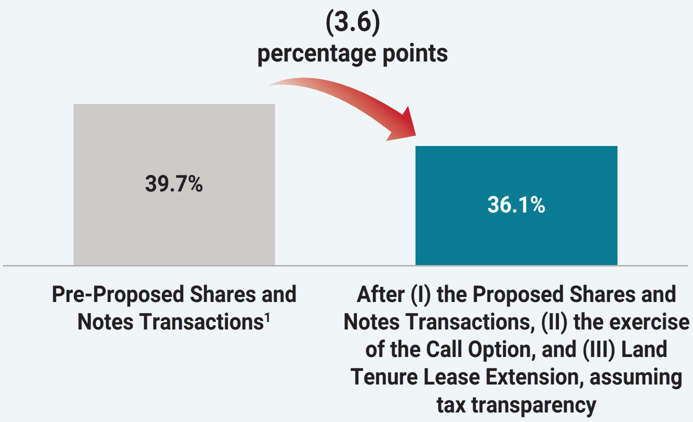


Enlarged portfolio will **further enhance income resilience** and **increase exposure to hyperscalers**

Occupancy improves to **97.7%;** WALE at **6.2 years**[5] on a portfolio basis

B. Well-positioned to Capture Future Growth Catalysts

Aggregate Leverage (%)



Improved aggregate leverage post the Proposed Shares and Notes Transactions and Equity Fund Raising[6], creating **greater debt headroom of S$0.4 billion**[7]

Greater financial flexibility for continued pursuit of accretive opportunities and future growth

1. As at 30 September 2024.
2. This is on the basis of Keppel DC REIT having an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8 and including the Land Tenure Lease Extension being obtained. Excluding the Land Tenure Lease Extension, the AUM will be S$4.9 billion.
3. For the month of September 2024. Based on agreements with customers of the portfolio and in the case of Keppel DC Singapore 1 to 5, the underlying customer contracts.
4. Based on agreements with customers of the portfolio and in the case of Keppel DC Singapore 1 to 5 and KDC SGP 7 and KDC SGP 8, the underlying customer contracts. Includes a review and reclassification of key customer profiles to reflect their evolving business.
5. By lettable area. WALE by rental income will be 4.4 years as a higher proportion of rental income is from colocation assets, which typically have shorter contractual periods.
6. This is on the basis of Call Option exercised, Land Tenure Lease Extension and tax transparency have been obtained. Assuming Call Option not exercised and Land Tenure Lease Extension have not been obtained, the debt headroom to 40% aggregate leverage would be S$0.7 billion and aggregate leverage would be 31.7%.
7. Based on 40% aggregate leverage.

TABLE OF CONTENTS

CORPORATE INFORMATION

Directors of the REIT Manager ("Directors")	:	Ms Christina Tan (Chairman and Non-Executive Director) Mr Kenny Kwan (Lead Independent Director and Chairman of the Nominating and Remuneration Committee) Ms Yeo Siew Eng (Independent Director and Chairman of the Audit and Risk Committee) Mr Low Huan Ping (Independent Director) Mr Chua Soon Ghee (Independent Director) Mr Andrew Tan (Independent Director) Mr Thomas Pang (Non-Executive Director and Chairman of the Environmental, Social and Governance Committee)
Registered Office of the REIT Manager	:	1 HarbourFront Avenue #18-01 Keppel Bay Tower Singapore 098632
Trustee of Keppel DC REIT	:	Perpetual (Asia) Limited 8 Marina Boulevard #05-02 Marina Bay Financial Centre Singapore 018981
Legal Adviser to the REIT Manager	:	Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989
Legal Adviser to the REIT Trustee	:	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542
Unit Registrar and Unit Transfer Office ("Unit Registrar")	:	Boardroom Corporate & Advisory Services Pte. Ltd. 1 HarbourFront Avenue #14-07 Keppel Bay Tower Singapore 098632
Independent financial adviser ("IFA") to the independent directors of the REIT Manager ("Independent Directors"), audit and risk committee of the REIT Manager ("Audit and Risk Committee") and the REIT Trustee	:	CLSA Singapore Pte Ltd 80 Raffles Place #18-01 UOB Plaza Singapore 048624

Independent valuers (the "Independent Valuers", each an "Independent Valuer")	:	• Knight Frank Pte Ltd 10 Collyer Quay #08-09 Ocean Financial Centre Singapore 049315 (appointed by the REIT Manager) • Savills Valuation and Professional Services (S) Pte Ltd 30 Cecil Street #20-03 Prudential Tower Singapore 049712 (appointed by the REIT Trustee)
Independent market research consultant	:	DC Byte Asia Pte. Ltd. ("**DC Byte**") 20 Collyer Quay #09-01 Singapore 049319

OVERVIEW

The following overview should be read in conjunction with the full text of this Circular. Meanings of defined terms may be found in the Glossary on pages 92 to 103 of this Circular.

Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding.

OVERVIEW OF KEPPEL DC REIT

Keppel DC REIT was listed on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") on 12 December 2014 as the first pure-play data centre real estate investment trust ("**REIT**") in Asia, with an investment strategy 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's investments comprise a mix of colocation, fully-fitted and shell and core assets, as well as debt securities, thereby reinforcing the diversity and resiliency of its portfolio.

Keppel DC REIT is managed by Keppel DC REIT Management Pte. Ltd. (as manager of Keppel DC REIT) (the "**REIT Manager**") pursuant to the terms of the trust deed dated 17 March 2011 constituting Keppel DC REIT (as amended or supplemented from time to time) (the "**Trust Deed**") entered into between the REIT Manager and Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) (the "**REIT Trustee**"), and is sponsored by Keppel Ltd. (the "**Sponsor**"), a global asset manager and operator with strong expertise in sustainability-related solutions spanning the areas of infrastructure, real estate and connectivity.

As at 25 November 2024, being the latest practicable date prior to the issuance of this Circular (the "**Latest Practicable Date**"), Keppel DC REIT has a market capitalisation of approximately S$4.1 billion.

Keppel DC REIT's existing portfolio as at 30 September 2024 (the "**Existing Portfolio**") is valued at approximately S$3.9 billion[1], comprising 23 data centres strategically located in key global data centre hubs in 14 cities in 10 countries across Asia Pacific ("**APAC**") and Europe.

No.	Data centres in the Existing Portfolio	Location	Ownership interest
1.	Keppel DC Singapore 1	Singapore	100%
2.	Keppel DC Singapore 2	Singapore	100%
3.	Keppel DC Singapore 3	Singapore	90%
4.	Keppel DC Singapore 4	Singapore	99%
5.	Keppel DC Singapore 5	Singapore	99%
6.	DC1	Singapore	100%
7.	Gore Hill Data Centre	Sydney, Australia	100%
8.	Guangdong Data Centre 1	Guangdong Province, China	100%
9.	Guangdong Data Centre 2	Guangdong Province, China	100%
10.	Guangdong Data Centre 3	Guangdong Province, China	100%
11.	Tokyo Data Centre 1	Tokyo, Japan	98.47%

1 This refers to the assets under management ("**AUM**") of Keppel DC REIT.

No.	Data centres in the Existing Portfolio	Location	Ownership interest
12.	Basis Bay Data Centre	Cyberjaya, Malaysia	99%
13.	Kelsterbach Data Centre	Kelsterbach, Germany	100%
14.	maincubes Data Centre	Offenbach am Main, Germany	100%
15.	Keppel DC Dublin 1	Dublin, Ireland	100%
16.	Keppel DC Dublin 2	Dublin, Ireland	100%
17.	Milan Data Centre	Milan, Italy	100%
18.	Almere Data Centre	Almere, the Netherlands	100%
19.	Amsterdam Data Centre	Amsterdam, the Netherlands	100%
20.	Eindhoven Campus	Eindhoven, the Netherlands	100%
21.	Cardiff Data Centre	Cardiff, United Kingdom	100%
22.	GV7 Data Centre	London, United Kingdom	100%
23.	London Data Centre	London, United Kingdom	100%

SUMMARY OF APPROVALS SOUGHT

The REIT Manager is seeking approval from the holders of the units in Keppel DC REIT ("**Units**", and the holders of Units, "**Unitholders**") for the Ordinary Resolutions[1] (each, a "**Resolution**", and collectively, the "**Resolutions**") stated below:

(i) **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.

(ii) **Resolution 2**: The proposed issuance of (i) Sponsor Subscription Units (as defined herein) to Keppel DC Investment Holdings Pte. Ltd. ("**KDCIH**") pursuant to Rules 805(1), 811(3) and 812(2) of the Listing Manual of the SGX-ST (the "**Listing Manual**") and (ii) Acquisition Fee Units to the REIT Manager pursuant to Rule 805(1) of the Listing Manual.

(iii) **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.

(iv) **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.

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.

1 "**Ordinary Resolution**" means a resolution proposed and passed as such by a majority being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed.

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

Background

Two data centres, Keppel DC Singapore 7 ("**KDC SGP 7**") and Keppel DC Singapore 8 ("**KDC SGP 8**"), are located on a property at 82 Genting Lane, Singapore 349567 (the "**Property**").

KDC SGP 7 is a purpose-built, carrier-neutral data centre. KDC SGP 7 received its Temporary Occupation Permit ("**TOP**") on 6 March 2023 and is fully contracted and occupied on a colocation basis.

KDC SGP 8 is a purpose-built, carrier-neutral data centre. KDC SGP 8 received its TOP on 23 August 2024 and is fully contracted. It is currently partially fitted and occupied on a colocation basis. The remaining data halls are undergoing fit-out which is expected to complete by 1Q 2025, with the data centre expected to be fully occupied by 3Q 2025.

There is also a planned third data centre ("**KDC SGP 9**") to be developed on the Property. Prior to the entry into the Master Agreement (as defined herein) and the Note Subscription Agreement (as defined herein) in connection with the Proposed Shares and Notes Transactions (as defined herein), a sub-lease agreement in respect of KDC SGP 9 ("**KDC SGP 9 Sub-Lease Agreement**", and the sub-lease created pursuant to the KDC SGP 9 Sub-Lease Agreement, the "**KDC SGP 9 Sub-Lease**") was entered into between Memphis 1 Pte. Ltd. ("**Memphis 1**") (as lessor) and Memphis 2 (DC2) Pte. Ltd. (the "**KDC SGP 9 Entity**") (as lessee). The lease term of the KDC SGP 9 Sub-Lease Agreement will be from the Completion Date (as defined herein) until one day prior to the expiry of the head lease in relation to the Property. Construction for KDC SGP 9 has not commenced.

For the avoidance of doubt, Keppel DC REIT will only be acquiring interests in KDC SGP 7 and KDC SGP 8, and not KDC SGP 9. Accordingly, the valuations of KDC SGP 7 and KDC SGP 8 do not include the valuation of KDC SGP 9 and its underlying KDC SGP 9 Sub-Lease.

(See paragraph 2.13 of the Letter to Unitholders for further details on the KDC SGP 9 Sub-Lease Agreement.)

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the KDC SGP 9 Sub-Lease Agreement (including the cost sharing arrangements), and any document required to give effect to the Proposed Shares and Notes Transactions.

Memphis 1 is a private company which directly holds the title to the Property. Memphis 1 is a joint venture entity which is 40.0% held by TPM Pte. Ltd. ("**CPI SPV Seller**"), 9.0% held by Geras DC Pte. Ltd. ("**KDCH SPV Seller**", and together with CPI SPV Seller, the "**Seller Shareholders**"), and 51.0% held by Keppel Griffin Pte. Ltd. ("**Keppel Griffin**", together with the Seller Shareholders, the "**Existing Memphis Shareholders**").

Memphis 1 has previously issued two classes of debt securities, being the notes which are tied to the performance of KDC SGP 7 ("**Existing Notes 1**") and the notes which are tied to the performance of KDC SGP 8 ("**Existing Notes 2**", and together with Existing Notes 1, the "**Existing Notes**", and the holders of the Existing Notes, the "**Existing Noteholders**"[1]). The amount payable pursuant to the Existing Notes is variable depending on the performance of KDC SGP 7 and KDC

1 The Existing Noteholders are ADCF C Private Limited ("**ADCF1**"), ADC Geras Pte. Ltd. ("**ADCF2**"), Alpha DC Fund Private Limited ("**ADCF3**"), Keppel DC Singapore 6 Pte. Ltd. ("**K6**") and Times Genting Pte. Ltd. ("**Times Genting**").

SGP 8 respectively. In addition, Memphis 1 has external bank borrowings which need to be repaid following the transaction which is the subject matter of Resolution 1.

Proposed Shares and Notes Transactions

The acquisition of interests in KDC SGP 7 and KDC SGP 8 is for an agreed aggregated property value of S$1,030.0 million (if there is no Land Tenure Lease Extension) (on a 100% basis) and for an agreed aggregated property value of S$1,380.0 million (if there is Land Tenure Lease Extension)[1] (on a 100% basis). The acquisition is structured in the following manner.

Perpetual (Asia) Limited (in its capacity as trustee of KDCR Singapore Sub-Trust 1) (the "**Purchaser**"), which is a wholly owned sub-trust of Keppel DC REIT, has entered into the following agreements:

(i) a conditional master agreement ("**Master Agreement**"), together with the Existing Memphis Shareholders and the Existing Noteholders, to acquire 49.0% of the shares in Memphis 1 (the "**Memphis 1 Shares**") from the Seller Shareholders, and for a call option to be granted to the Purchaser to require Keppel Griffin to sell the remaining 51.0% of the Memphis 1 Shares to the Purchaser which can be exercised upon satisfaction of the Call Option Condition (as defined herein) (the "**Call Option**")[2]; and

(ii) a conditional note subscription agreement (the "**Note Subscription Agreement**"), together with Memphis 1 and Keppel Griffin, with Memphis 1 as issuer and the Purchaser[3] and Keppel Griffin as the subscribers, for the Purchaser to subscribe to two new classes of notes to be issued by Memphis 1 as follows:

    (a) 100.0% of the first class of notes (the "**New Class A Notes**"). The amount payable pursuant to the New Class A Notes is variable depending on the performance of KDC SGP 7 and KDC SGP 8; and

    (b) 99.49% of the second class of notes (the "**New Class B Notes**")[4]. The amount payable pursuant to the New Class B Notes is fixed at 4.0% per annum,

(collectively, the "**Proposed Shares and Notes Transactions**").

The proceeds from the New Class A Notes of S$553.8 million (the "**New Class A Notes Subscription Amount**") will be used towards redeeming the Existing Notes held by Existing Noteholders. The proceeds from the New Class B Notes to be subscribed by the Purchaser and the REIT Trustee of S$472.8 million will be used towards redeeming the Existing Notes held by Existing Noteholders, repay external bank borrowings of Memphis 1, and fund the working capital and any potential future capital expenditure of Memphis 1.

Following the Proposed Shares and Notes Transactions, Keppel DC REIT will have an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8. The remaining 0.51% economic interest will be held by Keppel Griffin.

1 See the paragraph titled "*Valuation, Purchase Consideration and Land Tenure Lease Extension*" in the Overview for further details on the computation of the Purchase Consideration and the Land Tenure Lease Extension. If the Land Tenure Lease Extension is obtained, the land lease title for KDC SGP 7 and KDC SGP 8 will expire on 15 July 2050 instead of 15 July 2040.

2 See paragraph 2.14 of the Letter to Unitholders in relation to the purchase consideration payable for 49.0% of the Memphis 1 Shares and the Call Option to acquire the remaining 51.0% of the Memphis 1 Shares.

3 The REIT Trustee will also subscribe for some New Class B Notes.

4 Based on Keppel DC REIT's 99.49% economic interest in KDC SGP 7 and KDC SGP 8. Keppel Griffin will subscribe for 0.51% share, being the balance of the New Class B Notes.

Should the Call Option be exercised, Keppel DC REIT will have 100.0% interest in KDC SGP 7 and KDC SGP 8[1].

As mentioned in the Background section above, Memphis 1 currently has the Existing Notes which needs to be redeemed when Keppel DC REIT acquires its interest in Memphis 1. Accordingly, the acquisition of interests in KDC SGP 7 and KDC SGP 8 is structured in the manner described above to allow Memphis 1 to obtain financing from the New Class A Notes and New Class B Notes to redeem the Existing Notes. In addition, there is existing external debt which Memphis 1 needs to obtain financing for from the New Class B Notes as these need to be repaid on Completion (as defined herein). The reason for Keppel DC REIT having an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8 is due to Keppel DC REIT holding more than 49% interest in the New Class A Notes and New Class B Notes.

For the avoidance of doubt, Unitholders should note that by approving Resolution 1, such approval does **NOT** cover the exercise of the Call Option. The value of the purchase consideration payable for the exercise of the Call Option will be aggregated with the other interested person transactions in the financial year in which it is exercised, and Keppel DC REIT shall comply with the requirements of Chapter 9 of the Listing Manual relating to interested person transactions and Appendix 6 of the Code on Collective Investment Schemes (the "**Property Funds Appendix**") issued by the Monetary Authority of Singapore ("**MAS**") relating to interested party transactions, in relation to the exercise of the Call Option.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the Master Agreement and the Note Subscription Agreement, and any document required to give effect to the acquisition of interests in KDC SGP 7 and KDC SGP 8 and the Proposed Shares and Notes Transactions.

(See paragraph 2.4 of the Letter to Unitholders for further details on the terms and conditions of the Master Agreement, and paragraph 2.8 of the Letter to Unitholders for further details on the terms and conditions of the Note Subscription Agreement.)

Information on KDC SGP 7 and KDC SGP 8

Further information on KDC SGP 7 and KDC SGP 8 is set out in the table below.

	KDC SGP 7	**KDC SGP 8**
Location	82 Genting Lane, Singapore 349567	
Land lease title	Leasehold title expiring on 15 July 2040 (approximately 15.5$^{(1)}$ years remaining)	
Land area$^{(2)}$	194,743 square feet ("**sq ft**")	
Agreed KDC SGP 7 and 8 Value (as defined herein) (on a 100% basis)	S$1,030.0 million (without the Land Tenure Lease Extension)	
Purchase Consideration (as defined herein)	S$1,030.2 million$^{(3)}$ (without the Land Tenure Lease Extension)	
Receipt of TOP	6 March 2023	23 August 2024
Gross floor area ("GFA")	186,608 sq ft	290,041 sq ft

1 When the Call Option is exercised, the New Class B Notes held by Keppel Griffin would be acquired or redeemed at an amount equal to the outstanding principal amounts together with any accrued but unpaid interest thereon as at completion of the Call Option.

	KDC SGP 7	KDC SGP 8
Lettable area	72,923 sq ft	77,532 sq ft
Number of customers	4	3
Type of contracts	Keppel Lease/Colocation	
Weighted average lease expiry ("WALE") by lettable area(4)	3.9 years	5.0 years
Contracted occupancy	100%	100%(5)

Notes:

(1) As at 31 December 2024.

(2) This is the land area for KDC SGP 7 and KDC SGP 8 (subject to survey), and excludes the land area for KDC SGP 9.

(3) See the paragraph titled "*Valuation, Purchase Consideration and Land Tenure Lease Extension*" of the Overview for further details on the computation of the Purchase Consideration. This amount is an estimate and is subject to post-completion adjustments.

(4) As at 30 September 2024.

(5) KDC SGP 8 is fully contracted to customers on a colocation basis. The data centre is expected to be fully-fitted and occupied by 3Q 2025.

Valuation, Purchase Consideration and Land Tenure Lease Extension

The agreed aggregated property value of KDC SGP 7 and KDC SGP 8 (the "**Agreed KDC SGP 7 and 8 Value**") was negotiated on a willing-buyer and willing-seller basis taking into account the independent valuations of KDC SGP 7 and KDC SGP 8. The Agreed KDC SGP 7 and 8 Value is S$1,030.0 million (without the Land Tenure Lease Extension) (on a 100% basis). Post completion of the Proposed Shares and Notes Transactions ("**Completion**", and the date of Completion, the "**Completion Date**"), the intention is for Memphis 1 to pay JTC Corporation ("**JTC**") the upfront land premium, which is estimated to be approximately S$17.8 million[1]. Keppel DC REIT will bear 99.49% of the upfront land premium with Keppel Griffin bearing the balance 0.51%.

Upon the earlier of the Call Option being exercised or the expiry of the Call Option, the Seller Shareholders, the Existing Noteholders and Keppel Griffin shall continue to engage the relevant authorities to extend the land tenure of the Property for another 10 years (until 15 July 2050) (whether comprised in one or more options to renew) ("**Land Tenure Lease Extension**").

In the event that the land tenure of the Property is extended during the five-year period from the date of submission of the application to JTC for the Land Tenure Lease Extension, the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) an additional amount of S$350.0 million[2] (the "**Lease Extension Consideration**"). The aggregate of the Agreed KDC SGP 7 and 8 Value and the Lease Extension Consideration is S$1,380.0 million (on a 100% basis).

Unitholders should note that by approving Resolution 1, Unitholders would also approve the payment of the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised) for the Land Tenure Lease Extension of 10 years.

---

1 Based on the average of the two Independent Valuers' estimates. For the avoidance of doubt, the upfront land premium of approximately S$17.8 million is for KDC SGP 7 and KDC SGP 8 only.

2 If the Call Option is not exercised, the Purchaser shall pay the Seller Shareholders and the Existing Noteholders an additional amount of S$348.2 million instead. For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the Land Tenure Lease Extension of 10 years if the Call Option is not exercised.

In the event that the Land Tenure Lease Extension is not granted within five years of the submission of the application to JTC for the Land Tenure Lease Extension, no consideration shall be paid should the land tenure be extended thereafter.

In the event that the land tenure of the Property is extended for less than 10 years, Keppel DC REIT shall seek the approval of Unitholders before paying the consideration for the extension of the land tenure.

In the event that the land tenure of the Property is extended for more than 10 years (whether comprised in one or more options to renew), the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) the Lease Extension Consideration of S$350.0 million, provided that the Seller Shareholders, the Existing Noteholders and Keppel Griffin may require Keppel DC REIT to seek the approval of Unitholders to pay an amount of more than S$350.0 million (if the Call Option is exercised) if the Relevant Adjusted Extension Price[1] is more than S$350.0 million. If Unitholders do not agree to pay the higher amount, the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised), may require Keppel DC REIT to pay the Lease Extension Consideration of S$350.0 million to obtain the lease extension of more than 10 years.

Unitholders should note that by approving Resolution 1, Unitholders would also approve the payment of the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised) for the lease extension of more than 10 years.[2]

If there is a Land Tenure Lease Extension, the Purchaser shall be required to pay, in aggregate and based on current estimates, approximately up to S$364.6 million comprising:

(i) the Lease Extension Consideration of S$350.0 million to the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised);

(ii) the JTC Land Premium[3], which is estimated to be approximately S$9.9 million in relation to the Land Tenure Lease Extension[4] and any stamp duty thereon which is estimated to be approximately S$1.2 million; and

(iii) up to S$3.5 million of costs imposed by JTC relating to repainting and upgrade of building façade of KDC SGP 7 and KDC SGP 8 and/or any other works required by JTC which are to be effected on or immediately before the commencement of the Land Tenure Lease Extension or at a future date during the period of the Land Tenure Lease Extension[5].

---

1 "**Relevant Adjusted Extension Price**" means the average of three valuations obtained by (i) Keppel Griffin and the Existing Noteholders (ii) CPI SPV Seller and (iii) the REIT Manager, provided that if such amount is higher than the higher of the two valuations obtained by the REIT Manager and the REIT Trustee, the price shall be the higher of the two valuations obtained by the REIT Manager and the REIT Trustee.

2 For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the lease extension of more than 10 years if the Call Option is not exercised.

3 "**JTC Land Premium**" means upfront land premium or land premium, in both instances being a lump sum payment charged or imposed by JTC based on land rent in respect of the initial leasehold term or (as the case may be) the Land Tenure Lease Extension, and shall include upfront land premium charged or imposed by JTC arising from the conversion from the existing land rent scheme to the upfront land premium scheme.

4 The Lease Extension Consideration of S$350.0 million payable to the Existing Memphis Shareholders and the Existing Noteholders (if the Call Option is exercised) is separate and different from the additional upfront land premium amount payable to JTC.

5 In the event the costs of compliance with the terms and conditions imposed by JTC exceed S$3.5 million, parties shall co-operate with each other to make all necessary appeals and applications to JTC, and discuss in good faith on how to allocate surplus costs in excess of S$3.5 million, which may include Keppel DC REIT bearing some or all of such surplus costs. If the parties do not agree to the allocation of the surplus costs, the Purchaser shall be entitled to object to the Land Tenure Lease Extension, provided that if the Existing Memphis Shareholders and the Existing Noteholders have agreed to bear such surplus costs, the Purchaser shall not be entitled to object to the Land Tenure Lease Extension. The repainting and upgrade of building façade of KDC SGP 7 and KDC SGP 8 required by JTC are the usual works required by JTC for extension of land tenure, and such works would typically be undertaken closer to the date of the maturity of the current lease (i.e. around 2040).

Save for (iii) above, any other costs and expenses incurred for the extension of the land tenure (including payment of any other amounts to JTC) of up to S$4.0 million shall be paid by the Seller Shareholders, the Existing Noteholders and Keppel Griffin, and not the Purchaser.

In valuing KDC SGP 7 and KDC SGP 8, the Independent Valuers have both adopted the discounted cash flow method and income capitalisation method. Knight Frank Pte Ltd ("**Knight Frank**") has valued KDC SGP 7 and KDC SGP 8 at S$1,033.0 million (without taking into account the Land Tenure Lease Extension) (on a 100% basis) and S$1,403.0 million (taking into account the Land Tenure Lease Extension) (on a 100% basis). Savills Valuation and Professional Services (S) Pte Ltd ("**Savills**") has valued KDC SGP 7 and KDC SGP 8 at S$1,054.5 million (without taking into account the Land Tenure Lease Extension) (on a 100% basis) and S$1,383.5 million (taking into account the Land Tenure Lease Extension) (on a 100% basis).

The valuations of KDC SGP 7 and KDC SGP 8 do **not** take into account the Income Support (as defined herein). See paragraph 2.7 of the Letter to Unitholders for further details on the Income Support.

	KDC SGP 7 and KDC SGP 8			
	Without Land Tenure Lease Extension	**With Land Tenure Lease Extension**	**Without Land Tenure Lease Extension**	**With Land Tenure Lease Extension**
Valuation[(1), (2)] (S$' million) (on a 100% basis)	1,033.0	1,403.0	1,054.5	1,383.5
Independent Valuer	Knight Frank		Savills	
Independent Valuer commissioned by	REIT Manager		REIT Trustee	
Date of valuation	1 September 2024			
Method of valuation	Discounted cash flow method and income capitalisation method			
Agreed value (without Land Tenure Lease Extension) (on a 100% basis) (S$' million)	1,030.0			
Agreed value (with Land Tenure Lease Extension) (on a 100% basis) (S$' million)	1,380.0			

Notes:

(1) The valuations do not take into account the Income Support.

(2) The valuations take into account the estimated cost of remediation works for KDC SGP 7 and KDC SGP 8 required to satisfy certain requirements by JTC.

The purchase consideration for the Proposed Shares and Notes Transactions (the "**Purchase Consideration**") is structured as follows:

(A) (where there is no Land Tenure Lease Extension) S$1,030.2 million which is the aggregate of:

(i) the estimated share purchase consideration payable to the Seller Shareholders by the Purchaser in connection with the acquisition of 49.0% of the Memphis 1 Shares (the "**Share Purchase Consideration**") which is estimated to be S$3.6 million;

(ii) the New Class A Notes Subscription Amount attributable to the amount used to redeem the Existing Notes held by Existing Noteholders which is estimated to be S$553.8 million; and

(iii) the New Class B Notes REIT Subscription Amount[1] attributable to the amount used to redeem the Existing Notes held by Existing Noteholders, repay the external bank borrowings of Memphis 1 (but excluding any amounts which is retained by Memphis 1 to fund the working capital and any potential future capital expenditure of Memphis 1) which is estimated to be S$472.8 million; or

(B) (where there is Land Tenure Lease Extension) S$1,380.2 million comprising the aggregate of the amount set out in (A) above and S$350.0 million (if the Call Option is exercised). For the avoidance of doubt, this does not include purchase consideration in relation to the Call Option. See paragraph 2.14 of the Letter to Unitholders for further details regarding the purchase consideration in relation to the Call Option.

The applicable Purchase Consideration payable as set out above is an estimate and is subject to post-completion adjustments.

The purchase consideration for the Call Option is computed based on 51.0% of the adjusted net asset value ("**NAV**") of Memphis 1 (which is based on the Call Option Property Price Without Lease Extension (as defined herein)). The NAV of Memphis 1 as at 30 September 2024 is S$7.3 million.

(See paragraph 2.5 of the Letter to Unitholders for further details on the terms and conditions of the Call Option.)

Relevant agreements to be entered into in connection with the Proposed Shares and Notes Transactions

Upon Completion of the Proposed Shares and Notes Transactions, the following agreements shall be entered into (collectively, the "**Relevant Agreements**"):

(i) the Purchaser and Keppel Griffin will enter into a new shareholder's agreement as the new shareholders of Memphis 1 (the "**Shareholders' Agreement**"), and the existing shareholders' agreement dated 29 June 2020 between the Existing Memphis Shareholders, Keppel Data Centres Holding Pte. Ltd. ("**KDCH**") and Times Properties Private Limited ("**TPPL**") will be terminated;

1 "**New Class B Notes REIT Subscription Amount**" is the subscription amount of the New Class B Notes which is paid for by the Purchaser and Keppel DC REIT, and excludes the amount attributable to Keppel Griffin.

(ii) Memphis 1 will enter into the following agreements with Keppel DCS3 Services Pte. Ltd. ("**K3**"), which is directly wholly owned by KDCH[1], in respect of KDC SGP 7 and KDC SGP 8:

(a) a master lease agreement (the "**KDC SGP 7 and 8 MLA**"), under which K3 shall be the master lessee of KDC SGP 7 and KDC SGP 8;

(b) a facility management agreement (the "**KDC SGP 7 and 8 FMA**"), under which K3 will be appointed as facility manager, in respect of KDC SGP 7 and KDC SGP 8; and

(c) a business transfer agreement (the "**Business Transfer Agreement**") to transfer the business of data centre operations carried out by Memphis 1 including the assets and liabilities subsisting at Completion[2], from Memphis 1 to K3, for a nominal consideration,

(the KDC SGP 7 and 8 MLA, the KDC SGP 7 and 8 FMA and the Business Transfer Agreement, collectively, the "**Property Related Agreements**").

In connection with the Property Related Agreements, the Purchaser, Keppel Griffin and K3 have entered into a letter agreement which contains the agreed forms of the Property Related Agreements (the "**Letter Agreement**"), under which the parties to the Letter Agreement undertake to each other that, *inter alia*, the Property Related Agreements will be entered into by the respective parties.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the Relevant Agreements, the Letter Agreement, and any document required to give effect to the Proposed Shares and Notes Transactions.

Total Acquisition Cost

<u>Total Acquisition Cost of Proposed Shares and Notes Transactions (excluding Lease Extension Consideration and Call Option)</u>

The acquisition cost for the Proposed Shares and Notes Transactions ("**Total Acquisition Cost**") is estimated to be approximately S$1,066.8 million (excluding the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised)), comprising:

(i) the Purchase Consideration of approximately S$1,030.2 million (without the Land Tenure Lease Extension) subject to post-completion adjustments;

(ii) the acquisition fee (the "**Acquisition Fee**") payable in Units[3] to the REIT Manager pursuant to the Trust Deed for the Proposed Shares and Notes Transactions (the "**Acquisition Fee Units**") of approximately S$10.2 million; and

(iii) the estimated stamp duty, professional and other fees and expenses of approximately S$26.4 million incurred or to be incurred by Keppel DC REIT in connection with the Proposed Shares and Notes Transactions.

---

1 KDCH is a wholly owned subsidiary of the Sponsor.

2 These include security deposits from customers and any cash that supports such security deposits.

3 As the Proposed Shares and Notes Transactions constitute an "interested party transaction" under the Property Funds Appendix, the Acquisition Fee will be in the form of Acquisition Fee Units which shall not be sold within one year from the date of issuance in accordance with Paragraph 5.7 of the Property Funds Appendix. Based on the Trust Deed, the REIT Manager shall be entitled to receive such number of Acquisition Fee Units as may be purchased for the relevant amount of the Acquisition Fee issued at the prevailing market price.

The Acquisition Fee of S$10.2 million (excluding acquisition fee in connection with the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised)) is computed based on the aggregate of:

(i) S$5.0 million, being 1.0% of 49.0% of the Agreed KDC SGP 7 and 8 Value (as Keppel DC REIT holds 49% of the shares of Memphis 1, the value used is the underlying real estate value, being the Agreed KDC SGP 7 and 8 Value); and

(ii) S$5.2 million, being 1.0% of 51.0% of the New Class A Notes Subscription Amount and 1.0% of 50.49% of the New Class B Notes REIT Subscription Amount (as Keppel DC REIT does not hold the balance 51% of Memphis 1, the value used is the investment amount of the New Class A Notes Subscription Amount and the New Class B Notes REIT Subscription Amount).

<u>Total Acquisition Cost of Lease Extension Consideration and the Call Option purchase consideration</u>

In addition to the Total Acquisition Cost, in the event that the Land Tenure Lease Extension is granted (if the Call Option is exercised)[1]:

(i) S$350.0 million, being the Lease Extension Consideration, will be payable to the Seller Shareholders, the Existing Noteholders and Keppel Griffin[2], and will be funded by debt;

(ii) the JTC Land Premium, which is estimated to be approximately S$9.9 million in relation to the Land Tenure Lease Extension[3] and any estimated stamp duty, professional and other fees and expenses thereon which is estimated to be approximately S$1.2 million;

(iii) S$3.5 million, being the acquisition fee of 1.0% of the Lease Extension Consideration of S$350.0 million[4] is payable in Units;

(iv) S$6.1 million, being the purchase consideration for the Call Option, will be payable to Keppel Griffin;

(v) (in relation to the Call Option) the JTC Land Premium, which is estimated to be approximately S$0.1 million in relation to the Land Tenure Lease Extension and any estimated stamp duty, professional and other fees and expenses thereon which is estimated to be approximately S$0.2 million; and

(vi) (in relation to the Call Option) S$0.1 million, being the acquisition fee of 1.0% of the purchase consideration for the Call Option.

---

1 The acquisition cost set out above in relation to the Call Option is based on an estimate and the Agreed KDC SGP 7 and 8 Value. See paragraph 2.5 of the Letter to Unitholders for further details regarding the potential adjustment to the adjusted NAV of Memphis 1.

2 If the Call Option is not exercised, the Purchaser shall pay the Seller Shareholders and the Existing Noteholders an additional amount of S$348.2 million instead. For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the Land Tenure Lease Extension of 10 years if the Call Option is not exercised.

3 The Lease Extension Consideration of S$350.0 million payable to the Existing Memphis Shareholders and the Existing Noteholders (if the Call Option is exercised) is separate and different from the additional upfront land premium amount payable to JTC.

4 If the Call Option is not exercised, the Purchaser shall be required to pay 99.49% of S$3.5 million, being 99.49% of the acquisition fee relating to the Lease Extension Consideration.

Total Acquisition Cost of Proposed Shares and Notes Transactions, Lease Extension Consideration and the Call Option purchase consideration

The total acquisition cost for the Proposed Shares and Notes Transactions together with the Land Tenure Lease Extension and the Call Option[1] is estimated to be approximately S$1,437.9 million, comprising:

(i) approximately S$1,386.3 million, being the sum of the Purchase Consideration, the Lease Extension Consideration and the purchase consideration for the Call Option;

(ii) approximately S$37.8 million, being the estimated stamp duty, professional and other fees and expenses incurred or to be incurred by Keppel DC REIT in connection with the Proposed Shares and Notes Transactions, the Land Tenure Lease Extension and the Call Option; and

(iii) approximately S$13.8 million, being the acquisition fee payable in Units to the REIT Manager pursuant to the Trust Deed for the Proposed Shares and Notes Transactions, the Land Tenure Lease Extension and the Call Option.

If there are any other costs to be incurred arising from the Land Tenure Lease Extension, these will be funded by debt.

Method of Financing

The REIT Manager intends to finance the Total Acquisition Cost with:

(i) approximately S$1,056.6 million from the net proceeds raised from the issuance of New Units pursuant to the equity fund raising comprising a fully underwritten private placement and preferential offering, as well as the Sponsor Subscription (as defined herein) (the "**Equity Fund Raising**", and the Units issued under the Equity Fund Raising, the "**New Units**")[2]; and

(ii) the issue of the Acquisition Fee Units amounting to approximately S$10.2 million to the REIT Manager.

The Equity Fund Raising was launched on 19 November 2024, and was undertaken through an issuance of New Units by way of a private placement and a non-renounceable preferential offering, relying on the general mandate given to the REIT Manager at the annual general meeting of Keppel DC REIT held on 17 April 2024, and the Sponsor Subscription.

(See announcement dated 19 November 2024 titled "*Launch of Equity Fund Raising to Raise Gross Proceeds of Approximately S$1 billion*" for further details of the Equity Fund Raising.)

The REIT Manager intends to set aside an amount as capital expenditure reserves for each of KDC SGP 7 and KDC SGP 8 from the distributable income each year ("**KDC SGP 7 and 8 Capex Reserves**"). As KDC SGP 7 and KDC SGP 8 are relatively new data centres, the KDC SGP 7 and 8 Capex Reserves set aside for the first year will be utilised to partially pay for the upfront land premium.

Prior to the Land Tenure Lease Extension being granted by JTC, the REIT Manager will also set aside an additional amount equivalent to the first year KDC SGP 7 and 8 Capex Reserves to be utilised to partially pay for the additional upfront land premium.

1 The acquisition cost set out above in relation to the Call Option is based on an estimate and the Agreed KDC SGP 7 and 8 Value. See paragraph 2.5 of the Letter to Unitholders for further details regarding the potential adjustment to the adjusted NAV of Memphis 1.

2 Prior to the receipt of the full net proceeds from the Equity Fund Raising, Keppel DC REIT may utilise debt financing to pay for part of the Proposed Shares and Notes Transactions and for such debt to be repaid with the proceeds from the Equity Fund Raising subsequently.

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 (AS DEFINED HEREIN) TO THE REIT MANAGER PURSUANT TO RULE 805(1) OF THE LISTING MANUAL

The REIT Manager had entered into a subscription agreement (the "**Unit Subscription Agreement**") with KDCIH, under which KDCIH will subscribe for approximately S$85.0 million of Units and the REIT Manager will issue the same to KDCIH (the "**Sponsor Subscription**", and the Units to be issued to KDCIH under the Sponsor Subscription, the "**Sponsor Subscription Units**").

The REIT Manager intends to deploy 100% of the gross proceeds from the Sponsor Subscription to fund part of the Total Acquisition Cost (save for the Acquisition Fee)[1].

Pursuant to the terms of the Unit Subscription Agreement, the Sponsor Subscription Units will be issued at an issue price of S$2.090 per Unit. The issue price is equal to that of the issue price of New Units issued pursuant to the placement of New Units under the Equity Fund Raising.

(See announcement dated 19 November 2024 titled "*Launch of Equity Fund Raising to Raise Gross Proceeds of Approximately S$1 billion*" for further details of the Equity Fund Raising.)

The Sponsor Subscription Units are expected to be issued to KDCIH in early 2025, around the time after Keppel DC REIT releases its 2024 full year results, which is after the expected date of Completion of the Proposed Shares and Notes Transactions.

In addition, in light of the New Units to be issued under the Equity Fund Raising, the existing general mandate for the issuance of Units may not be sufficient for the issuance of the Acquisition Fee Units. The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Acquisition Fee Units to the REIT Manager (representing approximately 0.3% of the total number of issued Units as at the Latest Practicable Date[2]) following Completion of the Proposed Shares and Notes Transaction (together with the Sponsor Subscription, collectively, the "**Proposed New Units Issuances**").

In view of the above, under Resolution 2, the REIT Manager is seeking Unitholders' approval for:

(i) the proposed issuance of Sponsor Subscription Units pursuant to the Unit Subscription Agreement; and

(ii) the issuance of the Acquisition Fee Units in connection with the Proposed Shares and Notes Transactions to the REIT Manager.

(See paragraph 3 of the Letter to Unitholders for further details on the Proposed New Units Issuances.)

1 The proceeds from the Sponsor Subscription will be used to repay debt which was taken up to finance the Proposed Shares and Notes Transactions.

2 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

RATIONALE FOR AND BENEFITS OF THE PROPOSED SHARES AND NOTES TRANSACTIONS

The REIT Manager believes that the Proposed Shares and Notes Transactions will bring the following key benefits to Unitholders:

- Strategic addition of AI[1]-ready hyperscale data centres in Asia's top data centre hub
- Immediate distribution per Unit ("**DPU**") accretion
- Multiple levers to drive further growth via rental uplifts and capacity expansion
- Stronger platform to drive long-term growth

(See paragraph 4 of the Letter to Unitholders for further details.)

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

The following agreements in relation to KDC SGP 1 are proposed to be renewed:

(i) the master lease agreement dated 12 December 2014 in respect of Keppel DC Singapore 1 which is located at 25 Serangoon North Avenue 5, Singapore 554914 ("**KDC SGP 1**"), which was entered between the REIT Trustee and Keppel DC Singapore 1 Ltd. (the "**KDC SGP 1 Master Lessee**" and the agreement, the "**Existing KDC SGP 1 MLA**"); and

(ii) the facility management agreement dated 12 December 2014 in respect of KDC SGP 1 which was entered into between the REIT Trustee and Keppel DC Singapore 1 Ltd. (the "**KDC SGP 1 Facility Manager**" and the agreement, the "**Existing KDC SGP 1 FMA**", together with the Existing KDC SGP 1 MLA, the "**Existing KDC SGP 1 Agreements**").

As such, approval from Unitholders is sought for the proposed entry into the following new agreements:

(i) a new master lease agreement relating to KDC SGP 1 which will be entered into between the REIT Trustee and the KDC SGP 1 Master Lessee for a term of 10 years (the "**New KDC SGP 1 MLA**"); and

(ii) a new facility management agreement relating to KDC SGP 1 which will be entered into by the REIT Trustee, the REIT Manager, and the KDC SGP 1 Facility Manager for a term of 10 years (the "**New KDC SGP 1 FMA**", together with the New KDC SGP 1 MLA, the "**New KDC SGP 1 Agreements**").

A six-month extension has been entered into for the period from 12 December 2024 to 11 June 2025 as the existing agreements terminate on 11 December 2024. The six-month extension would be based on the existing terms and conditions, with the interim monthly fixed rent being the preceding rent before current lease expiry. The value of this extension has been taken into account for the existing interested person transactions value as described in paragraph 9.2.7 of the Letter to Unitholders.

(See paragraph 6 of the Letter to Unitholders for further details on the New KDC SGP 1 Agreements.)

---

1 "**AI**" refers to Artificial intelligence.

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

The following agreements in relation to KDC SGP 2 are proposed to be renewed:

(i) the master lease agreement dated 12 December 2014 in respect of Keppel DC Singapore 2 which is located at 25 Tampines Street 92, Singapore 528877 ("**KDC SGP 2**"), which was entered between the REIT Trustee and Keppel DC Singapore 2 Pte. Ltd. (the "**KDC SGP 2 Master Lessee**" and the agreement, the "**Existing KDC SGP 2 MLA**"); and

(ii) the facility management agreement dated 12 December 2014 in respect of KDC SGP 2 which was entered into between the REIT Trustee and Keppel DC Singapore 2 Pte. Ltd. (the "**KDC SGP 2 Facility Manager**" and the agreement, the "**Existing KDC SGP 2 FMA**", together with the Existing KDC SGP 2 MLA, the "**Existing KDC SGP 2 Agreements**").

As such, approval from Unitholders is sought for the proposed entry into the following new agreements:

(i) a new master lease agreement relating to KDC SGP 2 which will be entered into between the REIT Trustee and the KDC SGP 2 Master Lessee for a term of 10 years (the "**New KDC SGP 2 MLA**"); and

(ii) a new facility management agreement relating to KDC SGP 2 which will be entered into by the REIT Trustee, the REIT Manager, and the KDC SGP 2 Facility Manager for a term of 10 years (the "**New KDC SGP 2 FMA**", together with the New KDC SGP 2 MLA, the "**New KDC SGP 2 Agreements**"),

(the proposed entry into the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements, together with the Proposed Shares and Notes Transactions, the proposed entry the Relevant Agreements, and the Proposed New Units Issuances, collectively the "**Proposed Transactions**").

A six-month extension has been entered into for the period from 12 December 2024 to 11 June 2025 as the existing agreements terminate on 11 December 2024. The six-month extension would be based on the existing terms and conditions, with the interim monthly fixed rent being the preceding rent before current lease expiry. The value of this extension has been taken into account for the existing interested person transactions value as described in paragraph 9.2.7 of the Letter to Unitholders.

(See paragraph 7 of the Letter to Unitholders for further details on the New KDC SGP 2 Agreements.)

RATIONALE FOR THE PROPOSED ENTRY INTO THE NEW KDC SGP 1 AND KDC SGP 2 AGREEMENTS

The rationale for the proposed entry into the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements is as follows:

- Proven track record, familiarity and experience of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager

- Keppel DC REIT will share the variability of the income and/or expenses between KDCH and/or its customer and/or supplier

- Cost savings from economies of scale
- Facility management fee payable to the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager remains competitive

(See paragraph 8 of the Letter to Unitholders for further details.)

REQUIREMENT FOR UNITHOLDERS' APPROVAL (RESOLUTION 1)

Major Transaction

The Proposed Shares and Notes Transactions are a "major transaction" under Rule 1014(1) of the Listing Manual as the net profits is approximately 19.5% of the Keppel DC REIT Group's (as defined herein) net profits, and the consideration is approximately 27.1% (without the Land Tenure Lease Extension) and 36.3% (including the Land Tenure Lease Extension) of Keppel DC REIT's market capitalisation as at 18 November 2024, being the market day preceding the date of the Master Agreement and the Note Subscription Agreement, and the number of Sponsor Subscription Units issued to KDCIH pursuant to the Unit Subscription Agreement is approximately 2.4% of the number of Units previously in issue.

Interested Person Transaction and Interested Party Transaction

As at the Latest Practicable Date, the Sponsor has an aggregate deemed interest in 352,540,111 Units, which is equivalent to approximately 20.43% of the total number of Units in issue as at the Latest Practicable Date[1]. The Sponsor's deemed interest arises from its shareholdings in (i) KDCIH, a wholly owned subsidiary of Keppel Telecommunications & Transportation Ltd. ("**Keppel T&T**"), which is in turn a wholly owned subsidiary of the Sponsor and (ii) Keppel DC REIT Management Pte. Ltd., a wholly owned subsidiary of Keppel Capital Holdings Pte. Ltd., which is in turn a wholly owned subsidiary of the Sponsor. Therefore, the Sponsor is regarded as a controlling Unitholder ("**Controlling Unitholder**")[2] of Keppel DC REIT within the meaning of the Listing Manual and the Property Funds Appendix.

In addition, the REIT Manager is an indirect wholly owned subsidiary of the Sponsor. Therefore, the Sponsor is regarded as a controlling shareholder (a "**Controlling Shareholder**")[3] of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

Further, Temasek Holdings (Private) Limited ("**Temasek**") has an aggregate deemed interest in 367,629,706 Units, which is equivalent to approximately 21.30% of the total number of Units in issue as at the Latest Practicable Date[4]. Temasek's deemed interest arises from the deemed interest held by the Sponsor and other subsidiaries and associated companies of Temasek. Therefore, Temasek is deemed as a Controlling Unitholder of Keppel DC REIT within the meaning of the Listing Manual and the Property Funds Appendix.

---

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

2 For the purposes of the Property Funds Appendix, a "**Controlling Unitholder**" is a person who:

(a) holds directly or indirectly, 15.0% or more of the nominal amount of all voting units in Keppel DC REIT. The SGX-ST or the MAS may determine that such a person is not a controlling Unitholder; or

(b) in fact exercises control over Keppel DC REIT.

3 For the purposes of the Listing Manual, a "**Controlling Shareholder**" is a person who:

(a) holds directly or indirectly 15.0% or more of the total voting rights in the company. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or

(b) in fact exercises control over a company.

4 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

In addition, Temasek has an aggregate interest in 382,608,024 shares in the Sponsor (the "**Sponsor Shares**"), which is equivalent to approximately 21.18% of the total number of Sponsor Shares in issue as at the Latest Practicable Date[1]. The REIT Manager is an indirect wholly owned subsidiary of the Sponsor. Therefore, Temasek is deemed as a Controlling Shareholder of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

Proposed Shares and Notes Transactions, and proposed entry into the Shareholders' Agreement

The parties to the various agreements are as follows:

(i) The Master Agreement was entered into between the Purchaser, CPI SPV Seller, KDCH SPV Seller, Keppel Griffin, ADCF1, ADCF2, ADCF3, K6, and Times Genting.

(ii) The Note Subscription Agreement was entered into between the Purchaser, Keppel Griffin and Memphis 1.

(iii) The Shareholders' Agreement will be entered into between the Purchaser and Keppel Griffin upon Completion.

The Purchaser, being KDCR Singapore Sub-Trust 1, is a wholly owned sub-trust of Keppel DC REIT, and is an entity at risk[2] pursuant to Chapter 9 of the Listing Manual.

Upon Completion, the balance 51.0% of Memphis 1 will continue to be held by Keppel Griffin, which is indirectly wholly owned by the Sponsor.

KDCH SPV Seller, Keppel Griffin and K6 are subsidiaries of the Sponsor.

ADCF1, ADCF2 and ADCF3 are funds managed by a subsidiary of the Sponsor.

Each of CPI SPV Seller and Times Genting is directly wholly owned by TPPL, which is directly wholly owned by Cuscaden Peak Investments Private Limited ("**CPIPL**"). CPIPL is an indirect subsidiary of Temasek.

---

1 Based on a total number of 1,806,085,836 Sponsor Shares (excluding treasury shares) in issue as at the Latest Practicable Date.

2 According to Rule 904(2)(a) of the Listing Manual, an "**entity at risk**" includes the issuer.

According to Rule 904(2)(b) of the Listing Manual, an "**entity at risk**" includes a subsidiary of the issuer that is not listed on the SGX-ST or an approved exchange.

For the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the following parties are (for the purpose of the Listing Manual) "interested persons" and (for the purpose of the Property Funds Appendix) "interested parties" of Keppel DC REIT:

(i) Memphis 1, KDCH SPV Seller, Keppel Griffin, ADCF1, ADCF2, ADCF3, and K6 (being associates[1] of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager); and

(ii) CPI SPV Seller and Times Genting (being an associate of Temasek, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager).

Therefore, the Proposed Shares and Notes Transactions will constitute an "interested person transaction" under Chapter 9 of the Listing Manual as well as an "interested party transaction" under the Property Funds Appendix, in respect of which the approval of Unitholders will be required.

Further, the entry into the Shareholders' Agreement will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

Proposed entry into the Property Related Agreements

The Property Related Agreements will be entered into between Memphis 1 and K3 upon Completion.

Upon Completion, Memphis 1 will be 51.0% held by Keppel Griffin (which is indirectly wholly owned by the Sponsor) and 49.0% indirectly held by Keppel DC REIT, and is an entity at risk[2] pursuant to Chapter 9 of the Listing Manual.

As K3 is indirectly wholly owned by the Sponsor, K3 (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the entry into the Property Related Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

Arrangements under the KDC SGP 9 Sub-Lease Agreement (including cost sharing arrangements)

The KDC SGP 9 Sub-Lease Agreement was entered into between Memphis 1 (as lessor) and the KDC SGP 9 Entity (as lessee).

---

1 For the purposes of the Listing Manual, in the case of a company and in relation to a controlling shareholder (being a company), an "**associate**" means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more.

For the purposes of the Property Funds Appendix, in relation to the controlling unitholder of the REIT, an "**associate**" means any other company which is its subsidiary or holding company, or is a subsidiary of such holding company, or one in the equity of which it or such other company or companies taken together (directly or indirectly) have an interest of 30% or more.

2 According to Rule 904(2)(c) of the Listing Manual, an "**entity at risk**" includes an associated company of the issuer that is not listed on the SGX-ST or an approved exchange, provided that the listed group, or the listed group and its interested person(s), has control over the associated company.

Upon Completion, Memphis 1 will be 51.0% held by Keppel Griffin (which is indirectly wholly owned by the Sponsor) and 49.0% indirectly held by Keppel DC REIT, and is an entity at risk pursuant to Chapter 9 of the Listing Manual.

As the KDC SGP 9 Entity is a fund managed by a subsidiary of the Sponsor, the KDC SGP 9 Entity (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the future payments arising from the cost sharing arrangements under the KDC SGP 9 Sub-Lease Agreement will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

REQUIREMENT FOR UNITHOLDERS' APPROVAL (RESOLUTION 2)

Interested Person Transaction and Interested Party Transaction in respect of the Sponsor Subscription

As the Sponsor Subscription will involve the issuance of Sponsor Subscription Units to KDCIH, the Sponsor Subscription will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

Specific approval from Unitholders for the Sponsor Subscription, pursuant to Rules 805(1), 811(3) and 812(2) of the Listing Manual

The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Sponsor Subscription Units (representing approximately 2.4% of the total number of issued Units as at the Latest Practicable Date[1]), at an issue price of S$2.090 per Sponsor Subscription Unit, pursuant to Rule 805(1) and Rule 811(3) of the Listing Manual. The issue price is equal to that of the issue of New Units issued pursuant to the placement of New Units under the Equity Fund Raising.

As at the Latest Practicable Date, KDCIH is regarded as a Substantial Unitholder[2] of Keppel DC REIT and a Substantial Shareholder[3] of the REIT Manager.

As such, pursuant to Rule 812(2) of the Listing Manual, Unitholders' approval by way of an Ordinary Resolution is required for the issuance of Sponsor Subscription Units under the Unit Subscription Agreement.

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

2 "**Substantial Unitholder**" refers to a person with an interest in Units constituting not less than 5.0% of all Units in issue.

3 "**Substantial Shareholder**" refers to a person who has an interest or interests in one or more voting shares (excluding treasury shares) in the corporation, and the total votes attached to that share, or those shares, is not less than 5% of the total votes attached to all the voting shares (excluding treasury shares) in the corporation.

Specific approval from Unitholders for the issuance of the Acquisition Fee Units pursuant to Rule 805(1) of the Listing Manual

In light of the New Units to be issued under the Equity Fund Raising, the existing general mandate for the issuance of Units may not be sufficient for the issuance of the Acquisition Fee Units. The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Acquisition Fee Units to the REIT Manager (representing approximately 0.3% of the total number of issued Units as at the Latest Practicable Date[1]) following Completion of the Proposed Shares and Notes Transaction.

The terms for the issuance of the Acquisition Fee Units are set out in the Trust Deed and have been deemed approved since the initial public offering of Keppel DC REIT. In addition, the Property Funds Appendix requires acquisition fees to be paid in the form of Units for an interested party transaction. Accordingly, the approval sought pursuant to this Resolution 2 in connection with the Acquisition Fee Units relates only to the Unit issue mandate for the issuance of the Acquisition Fee Units.

REQUIREMENT FOR UNITHOLDERS' APPROVAL (RESOLUTION 3)

Interested Person Transaction and Interested Party Transaction in respect of the proposed entry into the New KDC SGP 1 Agreements

Keppel DC Singapore 1 Ltd., being both the KDC SGP 1 Master Lessee and the KDC SGP 1 Facility Manager, is an indirect wholly owned subsidiary of the Sponsor.

For the purposes of Chapter 9 of the Listing Manual, Keppel DC Singapore 1 Ltd. (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the proposed entry into the New KDC SGP 1 Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

REQUIREMENT FOR UNITHOLDERS' APPROVAL (RESOLUTION 4)

Interested Person Transaction and Interested Party Transaction in respect of the proposed entry into the New KDC SGP 2 Agreements

Keppel DC Singapore 2 Pte. Ltd., being both the KDC SGP 2 Master Lessee and the KDC SGP 2 Facility Manager, is an indirect wholly owned subsidiary of the Sponsor.

For the purposes of Chapter 9 of the Listing Manual, Keppel DC Singapore 2 Pte. Ltd. (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the proposed entry into the New KDC SGP 2 Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

INDICATIVE TIMETABLE

The timetable for the events which are scheduled to take place after the EGM is indicative only and is subject to change at the REIT Manager's absolute discretion. Any changes (including any determination of the relevant dates) to the timetable below will be announced.

Event		Date and time
Last date and time for CPF/SRS investors who wish to appoint the Chairman of the EGM as proxy to approach their respective CPF banks or SRS operators to submit their votes	:	Tuesday, 10 December 2024 at 4.30 p.m. (Singapore time)
Last date and time for submission of questions in advance of EGM	:	Friday, 13 December 2024 at 4.30 p.m. (Singapore time)
Date and time on which the REIT Manager will publish responses to submitted questions	:	Monday, 16 December 2024 at 8.00 a.m. (Singapore time)
Last date and time for submission of Proxy Forms	:	Tuesday, 17 December 2024 at 4.30 p.m. (Singapore time)
Date and time of the EGM	:	Friday, 20 December 2024 at 4.30 p.m. (Singapore time)
Venue of the EGM	:	Suntec Singapore Convention and Exhibition Centre, Room 324-326, Level 3, 1 Raffles Boulevard Suntec City, Singapore 039593
If approval for the Proposed Shares and Notes Transactions is obtained at the EGM (Resolutions 1 and 2):		
Target Completion Date		
Proposed Shares and Notes Transactions	:	End-December 2024 (or such later date when all the conditions precedent are satisfied)
Sponsor Subscription	:	End-January 2025
If approval for the New KDC SGP 1 Agreements (Resolution 3) and/or the New KDC SGP 2 Agreements (Resolution 4) is obtained at the EGM:		
Signing of any of the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements	:	January 2025 (or such other date as may be agreed between the parties)
Commencement of any of the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements	:	12 June 2025

Keppel DC REIT

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

Directors of the REIT Manager	**Registered Office**
Ms Christina Tan (Chairman and Non-Executive Director)	1 HarbourFront Avenue #18-01 Keppel Bay Tower Singapore 098632
Mr Kenny Kwan (Lead Independent Director and Chairman of the Nominating and Remuneration Committee)	
Ms Yeo Siew Eng (Independent Director and Chairman of the Audit and Risk Committee)	
Mr Low Huan Ping (Independent Director)	
Mr Chua Soon Ghee (Independent Director)	
Mr Andrew Tan (Independent Director)	
Mr Thomas Pang (Non-Executive Director and Chairman of the Environmental, Social and Governance Committee)	

5 December 2024

To: Unitholders of Keppel DC REIT

Dear Sir/Madam

1. SUMMARY OF APPROVALS SOUGHT

The REIT Manager is seeking approval from Unitholders for the Ordinary Resolutions stated below:

(i) **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.

(ii) **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.

(iii) **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.

(iv) **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.

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.

2. 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

2.1 Description of the Property, KDC SGP 7 and KDC SGP 8

Two data centres, KDC SGP 7 and KDC SGP 8, are located on the Property.

KDC SGP 7 is a purpose-built, carrier-neutral data centre. KDC SGP 7 received its TOP on 6 March 2023 and is fully contracted and occupied on a colocation basis. Built to Tier III-equivalent[1] specifications, KDC SGP 7 is a seven-storey data centre with a GFA of approximately 186,608 sq ft.

KDC SGP 8 is a purpose-built, carrier-neutral data centre. KDC SGP 8 received its TOP on 23 August 2024 and is fully contracted. It is currently partially fitted and occupied on a colocation basis. The remaining data halls are undergoing fit-out which is expected to complete by 1Q 2025, with the data centre expected to be fully occupied by 3Q 2025. Built to Tier III-equivalent specifications, KDC SGP 8 is a six-storey data centre with a GFA of approximately 290,041 sq ft.

Both KDC SGP 7 and KDC SGP 8 have achieved the Building and Construction Authority's ("**BCA**") Green Mark Platinum Award for New Data Centres (NDC: 2019), which is the highest green accolade for new data centre developments.

There is also a planned third data centre, KDC SGP 9, to be developed on the Property. Prior to the entry into the Master Agreement and the Note Subscription Agreement in connection with the Proposed Shares and Notes Transactions, the KDC SGP 9 Sub-Lease Agreement was entered into between Memphis 1 (as lessor) and the KDC SGP 9 Entity (as lessee). The lease term of the KDC SGP 9 Sub-Lease Agreement will be from the Completion Date until one day prior to the expiry of the head lease in relation to the Property. Construction for KDC SGP 9 has not commenced and is estimated to be completed on or around 2027[2].

For the avoidance of doubt, Keppel DC REIT will only be acquiring interests in KDC SGP 7 and KDC SGP 8, and not KDC SGP 9. Accordingly, the valuations of KDC SGP 7 and KDC SGP 8 do not include the valuation of KDC SGP 9 and its underlying KDC SGP 9 Sub-Lease.

---

1 A Tier III data centre is concurrently maintainable with redundant distribution paths to serve the critical environment and require no shutdowns when equipment needs maintenance or replacement.

2 As construction on KDC SGP 9 has not commenced, this is only an estimate, and the estimated completion date may change.

Further information on KDC SGP 7 and KDC SGP 8 is set out in the table below.

	KDC SGP 7	KDC SGP 8
Location	82 Genting Lane, Singapore 349567	
Land lease title	Leasehold title expiring on 15 July 2040 (approximately 15.5(1) years remaining)	
Land area(2)	194,743 sq ft	
Agreed KDC SGP 7 and 8 Value (on a 100% basis)	S$1,030.0 million (without the Land Tenure Lease Extension)	
Purchase Consideration	S$1,030.2 million(3) (without the Land Tenure Lease Extension)	
Receipt of TOP	6 March 2023	23 August 2024
GFA	186,608 sq ft	290,041 sq ft
Lettable area	72,923 sq ft	77,532 sq ft
Number of customers	4	3
Type of contracts	Keppel Lease/Colocation	
WALE by lettable area(4)	3.9 years	5.0 years
Contracted occupancy	100%	100%(5)

Notes:

(1) As at 31 December 2024.

(2) This is the land area for KDC SGP 7 and KDC SGP 8 (subject to survey), and excludes the land area for KDC SGP 9.

(3) See paragraph 2.4 of the Letter to Unitholders for further details on the computation of the Purchase Consideration. This amount is an estimate and is subject to post-completion adjustments.

(4) As at 30 September 2024.

(5) KDC SGP 8 is fully contracted to customers on a colocation basis. The data centre is expected to be fully-fitted and occupied by 3Q 2025.

2.2 Structure of the Proposed Shares and Notes Transactions

Memphis 1 is a private company which directly holds the title to the Property. Memphis 1 is a joint venture entity which is 40.0% held by CPI SPV Seller, 9.0% held by KDCH SPV Seller, and 51.0% held by Keppel Griffin.

Memphis 1 has previously issued two classes of debt securities, being Existing Notes 1 which are tied to the performance of KDC SGP 7 and Existing Notes 2 which are tied to the performance of KDC SGP 8.

The Purchaser has entered into the following agreements:

(i) the Master Agreement, together with the Existing Memphis Shareholders and the Existing Noteholders, to acquire 49.0% of the Memphis 1 Shares from the Seller Shareholders, and for the Call Option granted to the Purchaser to require Keppel Griffin to sell the remaining 51.0% of the Memphis 1 Shares to the Purchaser which can be exercised upon satisfaction of the Call Option Condition[1]; and

1 See paragraph 2.14 of the Letter to Unitholders in relation to the purchase consideration payable for 49.0% of the Memphis 1 Shares and the Call Option to acquire the remaining 51.0% of the Memphis 1 Shares.

(ii) the Note Subscription Agreement, together with Memphis 1 and Keppel Griffin, with Memphis 1 as issuer and the Purchaser[1] and Keppel Griffin as the subscribers, for the Purchaser to subscribe to two new classes of notes, being 100% of the New Class A Notes and 99.49% of the New Class B Notes[2], to be issued by Memphis 1.

The proceeds from the New Class A Notes will be used towards redeeming the Existing Notes held by Existing Noteholders. The proceeds from the New Class B Notes will be used towards redeeming the Existing Notes held by Existing Noteholders, repay external bank borrowings of Memphis 1, and fund the working capital and any potential future capital expenditure of Memphis 1. The New Class B Notes may be issued in multiple tranches to fund working capital and any potential future capital expenditure of Memphis 1.

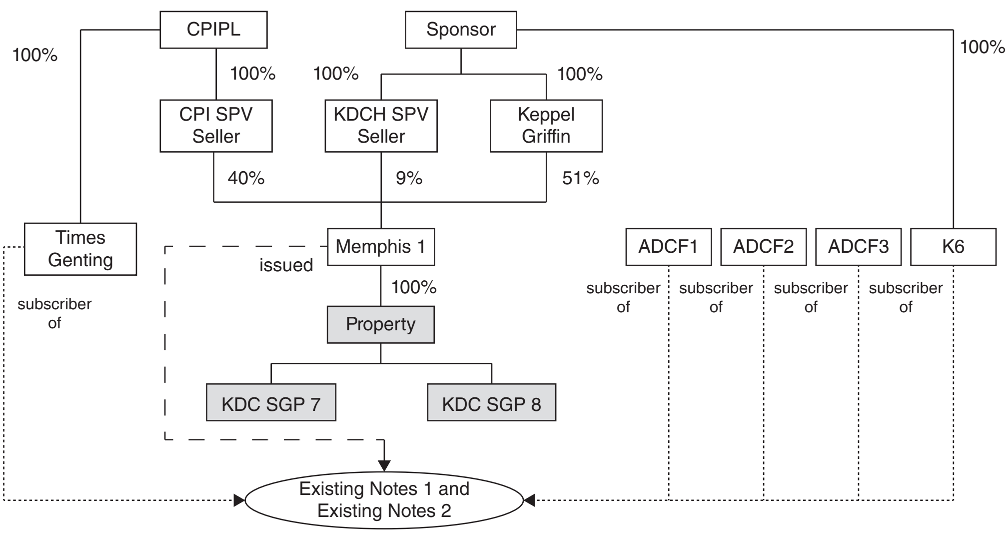
Following the Proposed Shares and Notes Transactions, Keppel DC REIT will have an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8. The remaining 0.51% economic interest will be held by Keppel Griffin.

Should the Call Option be exercised, Keppel DC REIT will have 100.0% interest in KDC SGP 7 and KDC SGP 8[3].

For the avoidance of doubt, Unitholders should note that by approving Resolution 1, such approval does **NOT** cover the exercise of the Call Option. The value of the purchase consideration payable for the exercise of the Call Option will be aggregated with the other interested person transactions in the financial year in which it is exercised, and Keppel DC REIT shall comply with the requirements of Chapter 9 of the Listing Manual relating to interested person transactions and the Property Funds Appendix relating to interested party transactions, in relation to the exercise of the Call Option.

A diagrammatic illustration of the shareholding and note holding in Memphis 1 at various stages is as follows[4]:

Prior to the Proposed Shares and Notes Transactions



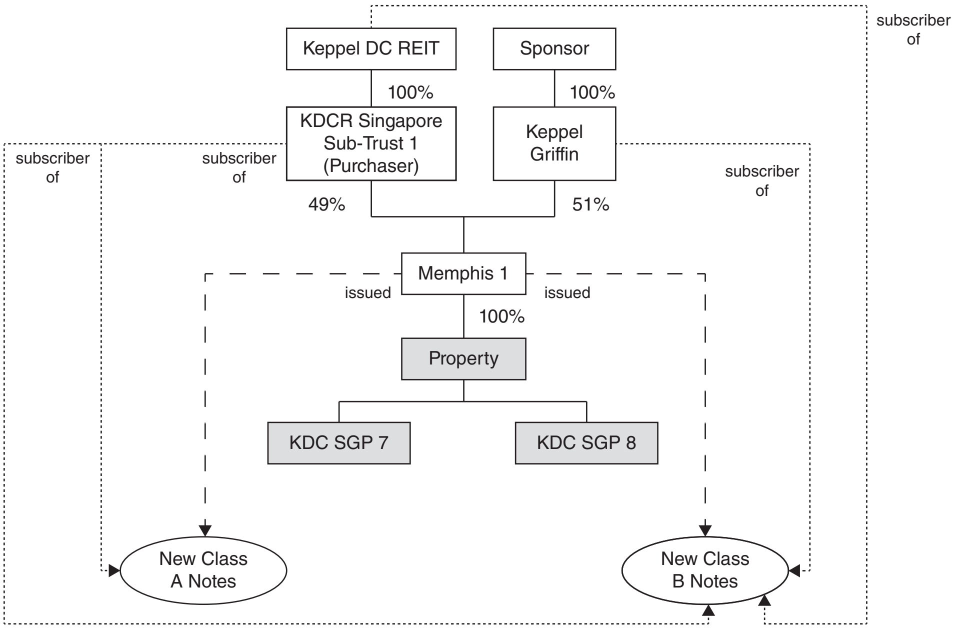
1 The REIT Trustee will also subscribe for some New Class B Notes.

2 Based on Keppel DC REIT's 99.49% economic interest in KDC SGP 7 and KDC SGP 8. Keppel Griffin will subscribe for 0.51% share, being the balance of the New Class B Notes.

3 When the Call Option is exercised, the New Class B Notes held by Keppel Griffin would be acquired or redeemed at an amount equal to the outstanding principal amounts together with any accrued but unpaid interest thereon as at completion of the Call Option.

4 The diagrammatic illustration is a simplified holding chart to show the structure of the transaction and the relationship between the parties. Accordingly, some of the intermediate holding entities are not represented in the diagrammatic illustration.

After Completion of the Proposed Shares and Notes Transactions



2.3 Valuation and Land Tenure Lease Extension

The Agreed KDC SGP 7 and 8 Value was negotiated on a willing-buyer and willing-seller basis taking into account the independent valuations of KDC SGP 7 and KDC SGP 8. The Agreed KDC SGP 7 and 8 Value is S$1,030.0 million (without the Land Tenure Lease Extension) (on a 100% basis). Post Completion, the intention is for Memphis 1 to pay JTC the upfront land premium, which is estimated to be approximately S$17.8 million[1]. Keppel DC REIT will bear 99.49% of the upfront land premium with Keppel Griffin bearing the balance 0.51%.

Upon the earlier of the Call Option being exercised or the expiry of the Call Option, the Seller Shareholders, the Existing Noteholders and Keppel Griffin shall continue to engage the relevant authorities to extend the land tenure of the Property for another 10 years (until 15 July 2050) (whether comprised in one or more options to renew).

In the event that the land tenure of the Property is extended during the five-year period from the date of submission of the application to JTC for the Land Tenure Lease Extension, the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) an additional amount of S$350.0 million[2], being the Lease Extension Consideration. The aggregate of the Agreed KDC SGP 7 and 8 Value and the Lease Extension Consideration is S$1,380.0 million (on a 100% basis).

Unitholders should note that by approving Resolution 1, Unitholders would also approve the payment of the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised) for the Land Tenure Lease Extension of 10 years.

---

1 Based on the average of the two Independent Valuers' estimates. For the avoidance of doubt, the upfront land premium of approximately S$17.8 million is for KDC SGP 7 and KDC SGP 8 only.

2 If the Call Option is not exercised, the Purchaser shall pay the Seller Shareholders and the Existing Noteholders an additional amount of S$348.2 million instead. For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the Land Tenure Lease Extension of 10 years if the Call Option is not exercised.

In the event that the Land Tenure Lease Extension is not granted within five years of the submission of the application to JTC for the Land Tenure Lease Extension, no consideration shall be paid should the land tenure be extended thereafter.

In the event that the land tenure of the Property is extended for less than 10 years, Keppel DC REIT shall seek the approval of Unitholders before paying the consideration for the extension of the land tenure.

In the event that the land tenure of the Property is extended for more than 10 years (whether comprised in one or more options to renew), the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) the Lease Extension Consideration of S$350.0 million, provided that the Seller Shareholders, the Existing Noteholders and Keppel Griffin may require Keppel DC REIT to seek the approval of Unitholders to pay an amount of more than S$350.0 million (if the Call Option is exercised) if the Relevant Adjusted Extension Price is more than S$350.0 million. If Unitholders do not agree to pay the higher amount, the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised), may require Keppel DC REIT to pay the Lease Extension Consideration of S$350.0 million to obtain the lease extension of more than 10 years.

Unitholders should note that by approving Resolution 1, Unitholders would also approve the payment of the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised) for the lease extension of more than 10 years.[1]

If there is a Land Tenure Lease Extension, the Purchaser shall be required to pay, in aggregate and based on current estimates, approximately up to S$364.6 million comprising:

(i) the Lease Extension Consideration of S$350.0 million to the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised);

(ii) the JTC Land Premium, which is estimated to be approximately S$9.9 million in relation to the Land Tenure Lease Extension[2] and any stamp duty thereon which is estimated to be approximately S$1.2 million; and

(iii) up to S$3.5 million of costs imposed by JTC relating to repainting and upgrade of building façade of KDC SGP 7 and KDC SGP 8 and/or any other works required by JTC which are to be effected on or immediately before the commencement of the Land Tenure Lease Extension or at a future date during the period of the Land Tenure Lease Extension[3].

1 For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the lease extension of more than 10 years if the Call Option is not exercised.

2 The Lease Extension Consideration of S$350.0 million payable to the Existing Memphis Shareholders and the Existing Noteholders (if the Call Option is exercised) is separate and different from the additional upfront land premium amount payable to JTC.

3 In the event the costs of compliance with the terms and conditions imposed by JTC exceed S$3.5 million, parties shall co-operate with each other to make all necessary appeals and applications to JTC, and discuss in good faith on how to allocate surplus costs in excess of S$3.5 million, which may include Keppel DC REIT bearing some or all of such surplus costs. If the parties do not agree to the allocation of the surplus costs, the Purchaser shall be entitled to object to the Land Tenure Lease Extension, provided that if the Existing Memphis Shareholders and the Existing Noteholders have agreed to bear such surplus costs, the Purchaser shall not be entitled to object to the Land Tenure Lease Extension. The repainting and upgrade of building façade of KDC SGP 7 and KDC SGP 8 required by JTC are the usual works required by JTC for extension of land tenure, and such works would typically be undertaken closer to the date of the maturity of the current lease (i.e. around 2040).

Save for (iii) above, any other costs and expenses incurred for the extension of the land tenure (including payment of any other amounts to JTC) of up to S$4.0 million shall be paid by the Seller Shareholders, the Existing Noteholders and Keppel Griffin, and not the Purchaser.

In valuing KDC SGP 7 and KDC SGP 8, the Independent Valuers have both adopted the discounted cash flow method and income capitalisation method. Knight Frank has valued KDC SGP 7 and KDC SGP 8 at S$1,033.0 million (without taking into account the Land Tenure Lease Extension) (on a 100% basis) and S$1,403.0 million (taking into account the Land Tenure Lease Extension) (on a 100% basis). Savills has valued KDC SGP 7 and KDC SGP 8 at S$1,054.5 million (without taking into account the Land Tenure Lease Extension) (on a 100% basis) and S$1,383.5 million (taking into account the Land Tenure Lease Extension) (on a 100% basis).

The valuations of KDC SGP 7 and KDC SGP 8 do **not** take into account the Income Support. See paragraph 2.7 of the Letter to Unitholders for further details on the Income Support.

	KDC SGP 7 and KDC SGP 8			
	Without Land Tenure Lease Extension	**With Land Tenure Lease Extension**	**Without Land Tenure Lease Extension**	**With Land Tenure Lease Extension**
Valuation[(1),(2)] (S$' million) (on a 100% basis)	1,033.0	1,403.0	1,054.5	1,383.5
Independent Valuer	Knight Frank		Savills	
Independent Valuer commissioned by	REIT Manager		REIT Trustee	
Date of valuation	1 September 2024			
Method of valuation	Discounted cash flow method and income capitalisation method			
Agreed value (without Land Tenure Lease Extension) (on a 100% basis) (S$' million)	1,030.0			
Agreed value (with Land Tenure Lease Extension) (on a 100% basis) (S$' million)	1,380.0			

Notes:

(1) The valuations do not take into account the Income Support.

(2) The valuations take into account the estimated cost of remediation works for KDC SGP 7 and KDC SGP 8 required to satisfy certain requirements by JTC.

2.4 Certain Terms and Conditions of the Master Agreement

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

2.4.1 49.0% of the Memphis 1 Shares are to be acquired from the Seller Shareholders for the Share Purchase Consideration.

2.4.2 The Purchase Consideration for the Proposed Shares and Notes Transactions is structured as follows:

(A) (where there is no Land Tenure Lease Extension) S$1,030.2 million which is the aggregate of:

(i) the Share Purchase Consideration which is estimated to be S$3.6 million;

(ii) the New Class A Notes Subscription Amount attributable to the amount used to redeem the Existing Notes held by Existing Noteholders which is estimated to be S$553.8 million; and

(iii) the New Class B Notes REIT Subscription Amount attributable to the amount used to redeem the Existing Notes held by Existing Noteholders, repay the external bank borrowings of Memphis 1 (but excluding any amounts which is retained by Memphis 1 to fund the working capital and any potential future capital expenditure of Memphis 1) which is estimated to be S$472.8 million; or

(B) (where there is Land Tenure Lease Extension) S$1,380.2 million comprising the aggregate of the amount set out in (A) above and S$350.0 million (if the Call Option is exercised). For the avoidance of doubt, this does not include purchase consideration in relation to the Call Option. See paragraph 2.14 of the Letter to Unitholders for further details regarding the purchase consideration in relation to the Call Option.

The applicable Purchase Consideration payable as set out above is an estimate and is subject to post-completion adjustments.

2.4.3 The conditions precedent for Completion shall include, among others, the following:

(i) the Proposed Shares and Notes Transactions, together with the financing arrangements relating thereto, having been approved by the Unitholders at the EGM;

(ii) Keppel DC REIT having secured sufficient financing to discharge its payment obligations under the Master Agreement and the Note Subscription Agreement; and

(iii) documentary evidence being provided to the Purchaser that JTC has granted consent to the KDC SGP 9 Sub-Lease Agreement (such terms to be reasonably acceptable to the Purchaser and KDC SGP 9 Entity, whose acceptance shall not be unreasonably withheld, delayed or conditioned).

2.4.4 The key terms in relation to the Land Tenure Lease Extension are, among others, set out below.

(i) Upon the earlier of the Call Option being exercised or the expiry of the Call Option, the Seller Shareholders, the Existing Noteholders and Keppel Griffin shall continue to engage the relevant authorities to extend the land tenure of the Property for another 10 years (until 15 July 2050) (whether comprised in one or more options to renew).

(ii) The parties to the Master Agreement shall take all steps within their respective powers to apply for and pursue the grant of the Land Tenure Lease Extension and shall consult with each other and agree amongst each other (all acting reasonably) on all matters in relation to the application in relation to the Land Tenure Lease Extension.

(iii) In the event that the land tenure of the Property is extended during the five-year period from the date of submission of the application to JTC for the Land Tenure Lease Extension, the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) an additional amount of S$350.0 million[1], being the Lease Extension Consideration.

(iv) In the event that the Land Tenure Lease Extension is not granted within five years of the submission of the application to JTC for the Land Tenure Lease Extension, no consideration shall be paid should the land tenure be extended thereafter.

(v) In the event that the land tenure of the Property is extended for less than 10 years, Keppel DC REIT shall seek the approval of Unitholders before paying the consideration for the extension of the land tenure.

(vi) In the event that the land tenure of the Property is extended for more than 10 years (whether comprised in one or more options to renew), the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) the Lease Extension Consideration of S$350.0 million, provided that the Seller Shareholders, the Existing Noteholders and Keppel Griffin may require Keppel DC REIT to seek the approval of Unitholders to pay an amount of more than S$350.0 million (if the Call Option is exercised) if the Relevant Adjusted Extension Price is more than S$350.0 million. If Unitholders do not agree to pay the higher amount, the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised), may require Keppel DC REIT to pay the Lease Extension Consideration of S$350.0 million to obtain the lease extension of more than 10 years.[2]

(vii) If there is a Land Tenure Lease Extension, the Purchaser shall be required to pay, in aggregate and based on current estimates, approximately up to S$364.6 million comprising:

(a) the Lease Extension Consideration of S$350.0 million to the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised);

(b) the JTC Land Premium, which is estimated to be approximately S$9.9 million in relation to the Land Tenure Lease Extension[3] and any stamp duty thereon which is estimated to be approximately S$1.2 million; and

---

1 If the Call Option is not exercised, the Purchaser shall pay the Seller Shareholders and the Existing Noteholders an additional amount of S$348.2 million instead. For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the Land Tenure Lease Extension of 10 years if the Call Option is not exercised.

2 For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the lease extension of more than 10 years if the Call Option is not exercised.

3 The Lease Extension Consideration of S$350.0 million payable to the Existing Memphis Shareholders and the Existing Noteholders (if the Call Option is exercised) is separate and different from the additional upfront land premium amount payable to JTC.

(c) up to S$3.5 million of costs imposed by JTC relating to repainting and upgrade of building façade of KDC SGP 7 and KDC SGP 8 and/or any other works required by JTC which are to be effected on or immediately before the commencement of the Land Tenure Lease Extension or at a future date during the period of the Land Tenure Lease Extension[1].

(viii) Save for (vii)(c) above, any other costs and expenses incurred for the extension of the land tenure (including payment of any other amounts to JTC) of up to S$4.0 million shall be paid by the Seller Shareholders, the Existing Noteholders and Keppel Griffin, and not the Purchaser.

2.4.5 The Seller Shareholders have entered into the Master Agreement in reliance and conditional upon the Purchaser having obtained a warranty and indemnity insurance policy (the "**W&I Policy**"), which provides insurance coverage in respect of any and all claims made by the Purchaser against (a) the Seller Shareholders under the Master Agreement for breach of any of the Seller Shareholders' warranties or any claims under the Seller Shareholders' indemnities and (b) Memphis 1 under the Note Subscription Agreement for breach of any of Memphis 1's warranties or any claims under Memphis 1's indemnities (each, a "**W&I Claim**")[2].

2.4.6 All costs, fees and expenses in relation to obtaining and maintaining in force the W&I Policy (including all premiums payable, the insurer's legal fees, broker's fees and tax) subject to a maximum amount of S$0.75 million, shall be borne by the Existing Noteholders and the Seller Shareholders.

2.4.7 Save in the case of fraud, fraudulent concealment or wilful misconduct by the Seller Shareholders under the Master Agreement (or by Memphis 1 under the Note Subscription Agreement), the sole and exclusive remedy of the Purchaser in respect of any W&I Claim will be under the W&I Policy. The Purchaser shall not be entitled to make, shall not make and waives any right it may have to make, any and all W&I Claims except only to the extent required to permit a claim against the insurer under the W&I Policy.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the Master Agreement, and any document required to give effect to the acquisition of interests in KDC SGP 7 and KDC SGP 8 and the Proposed Shares and Notes Transactions.

Unitholders should note that by approving Resolution 1, Unitholders would also approve the payment of the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised) for the lease extension of 10 or more years.

1 In the event the costs of compliance with the terms and conditions imposed by JTC exceed S$3.5 million, parties shall co-operate with each other to make all necessary appeals and applications to JTC, and discuss in good faith on how to allocate surplus costs in excess of S$3.5 million, which may include Keppel DC REIT bearing some or all of such surplus costs. If the parties do not agree to the allocation of the surplus costs, the Purchaser shall be entitled to object to the Land Tenure Lease Extension, provided that if the Existing Memphis Shareholders and the Existing Noteholders have agreed to bear such surplus costs, the Purchaser shall not be entitled to object to the Land Tenure Lease Extension. The repainting and upgrade of building façade of KDC SGP 7 and KDC SGP 8 required by JTC are the usual works required by JTC for extension of land tenure, and such works would typically be undertaken closer to the date of the maturity of the current lease (i.e. around 2040).

2 The value of the claim(s) under the W&I Policy must be above a minimum sum of S$0.26 million before there is any payout from the W&I Policy.

2.5 Certain Terms and Conditions of the Call Option

The Call Option is granted to the Purchaser to require Keppel Griffin to sell the remaining 51.0% of the Memphis 1 Shares to the Purchaser[1], which may not be exercised unless and until the written consent of JTC to the sale and transfer of the Memphis 1 Shares subject to the Call Option by Keppel Griffin to the Purchaser, on terms and conditions which are satisfactory to Keppel Griffin and the Purchaser (each acting reasonably and in good faith) is obtained (the "**Call Option Condition**").

The "**Call Option Property Price Without Lease Extension**" means the lower of:

(i) A + B; and

(ii) C;

where:

"**A**" is the Agreed KDC SGP 7 and 8 Value;

"**B**" is any JTC Land Premium paid by Memphis 1 in respect of KDC SGP 7 and KDC SGP 8 (pro-rated based on the remaining leasehold tenure compared to the leasehold tenure at the time of payment of such JTC Land Premium); and

"**C**" is, subject to prevailing laws and regulations that the REIT Manager and the REIT Trustee obtain two independent valuations of KDC SGP 7 and KDC SGP 8, the average of two independent valuations of KDC SGP 7 and KDC SGP 8 obtained by the REIT Manager and the REIT Trustee (which takes into account any JTC Land Premium paid in respect of KDC SGP 7 and KDC SGP 8) with a valuation date not earlier than six months prior to the exercise of the Call Option.

As an illustration, the purchase consideration for the Call Option is S$6.1 million, computed based on:

(i) S$3.7 million, being 51.0% of the adjusted NAV of Memphis 1 (which is based on the Call Option Property Price Without Lease Extension). The NAV of Memphis 1 as at 30 September 2024 is S$7.3 million; and

(ii) S$2.4 million, being Keppel Griffin's 0.51% share of the New Class B Notes.

Subject to the Call Option Condition being satisfied, the Call Option shall be exercisable at any time during the period commencing on the date falling one calendar day after 17 July 2025 and ending on (i) 17 October 2025 or (ii) (if written consent of JTC to the sale and transfer of the Call Option shares has not been issued by 17 October 2025) 17 January 2026.

1 When the Call Option is exercised, the New Class B Notes held by Keppel Griffin would be acquired or redeemed at an amount equal to the outstanding principal amounts together with any accrued but unpaid interest thereon as at completion of the Call Option.

Should the Call Option be exercised, Keppel DC REIT will have 100.0% interest in KDC SGP 7 and KDC SGP 8[1]. The REIT Manager expects that the Call Option may be exercised sometime in 2H 2025. Following that, Memphis 1 would be converted into a limited liability partnership for tax transparency purposes[2], and in connection thereto the New Class A Notes and the New Class B Notes may be restructured and/or redeemed.

For the avoidance of doubt, Unitholders should note that by approving Resolution 1, such approval does **NOT** cover the exercise of the Call Option. The value of the purchase consideration payable for the exercise of the Call Option will be aggregated with the other interested person transactions in the financial year in which it is exercised, and Keppel DC REIT shall comply with the requirements of Chapter 9 of the Listing Manual relating to interested person transactions and Property Funds Appendix relating to interested party transactions, in relation to the exercise of the Call Option.

2.6 Outstanding Fit-out Works

KDC SGP 8 is fully contracted. It is currently partially fitted and occupied on a colocation basis. The remaining data halls are undergoing fit-out which is expected to complete by 1Q 2025 (the "**Outstanding Fit-out Works**").

As part of the terms of the Master Agreement:

(i) the Seller Shareholders will be required to bear 0.49% of the costs to complete the Outstanding Fit-out Works;

(ii) Keppel Griffin shall separately fund its own 0.51% share of the costs to complete the Outstanding Fit-out Works; and

(iii) the Existing Noteholders will be required to bear 99% of the costs to complete the Outstanding Fit-out Works.

There is no cap to the amount payable by the Seller Shareholders, Keppel Griffin and the Existing Noteholders in relation to the costs to complete the Outstanding Fit-out Works.

2.7 Income Support for KDC SGP 7 and KDC SGP 8

2.7.1 Terms of the Income Support

As part of the terms for the Master Agreement, the Seller Shareholders and the Existing Noteholders will provide an income support arrangement ("**Lump-Sum Income Support**") for the period commencing from the 1 January 2025 and ending on 30 September 2025. This is because while KDC SGP 8 has received its TOP on 23 August 2024 and is fully contracted, the remaining data halls are undergoing fit-out which is expected to complete by 1Q 2025 and to be fully occupied by 3Q 2025.

1 When the Call Option is exercised, the New Class B Notes held by Keppel Griffin would be acquired or redeemed at an amount equal to the outstanding principal amounts together with any accrued but unpaid interest thereon as at completion of the Call Option.

2 To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from the Inland Revenue Authority of Singapore ("**IRAS**") for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

Under the Lump-Sum Income Support arrangement, the Seller Shareholders and the Existing Noteholders are to provide a one-off lump sum income support amount fixed at (i) (if Completion occurs prior to 1 January 2025) S$8.7 million or (ii) (if Completion occurs between 1 January 2025 to 30 September 2025 (both inclusive)) S$8.7 million pro-rated from the date of Completion to 30 September 2025[1] (both inclusive).

In addition, a contingency income support is payable if any remaining data halls which are undergoing fit-out is not "ready for service" in accordance with the deadline as set out with the customers and such delay is due solely to fault by the main contractor and/or Memphis 1 (the "**Contingency Income Support**"). The Contingency Income Support is computed based on the revenue attributed to such data hall based on the existing signed customer contracts in relation to such data hall. The purpose of the Contingency Income Support is to ensure that if there is any delay in handing over the data halls to the customers, which result in delay in the commencement of the rents payable, Keppel DC REIT is compensated for it. There is no cap for the Contingency Income Support.

The Lump-Sum Income Support was negotiated to provide a stabilised net property income for the Property during the initial period post-acquisition prior to the commencement of customer contracts and the Contingency Income Support was negotiated to cover the situations where there is a delay in completing the fit-out works.

The valuations of KDC SGP 7 and KDC SGP 8 do **not** take into account the Lump-Sum Income Support and the Contingency Income Support (together, the "**Income Support**").

2.7.2 Safeguards

On Completion, an amount equivalent to S$8.7 million in relation to the Lump-Sum Income Support and approximately S$4.5 million in relation to the Contingency Income Support shall be withheld from the completion payments to the Seller Shareholders and retained from the redemption amounts payable to the Existing Noteholders.

2.7.3 Directors' Opinion

The Independent Directors are of the view that the Income Support is on normal commercial terms and is not prejudicial to the interests of Keppel DC REIT and its minority Unitholders on the basis that the Income Support is derived to provide a stabilised net property income for the Property assuming that all the existing signed customer contracts have commenced.

1 The Lump-Sum Income Support amount is reduced the later the Completion as the Lump-Sum Income Support amount is computed based on the date the rental will commence pursuant to the terms of the existing signed customer contracts. The later the Completion, the shorter the time frame between the Completion Date and the date of commencement of the rental. Accordingly, with a shorter time frame, less income support is required.

2.8 Certain Terms and Conditions of the Note Subscription Agreement

The principal terms of the Note Subscription Agreement include, among others, the following:

2.8.1 The Purchaser[1] shall subscribe for two new classes of notes to be issued by Memphis 1, as follows:

(i) 100.0% of the New Class A Notes; and

(ii) 99.49% of the New Class B Notes.

2.8.2 The proceeds from the New Class A Notes shall be used towards redeeming the Existing Notes held by the Existing Noteholders. The proceeds from the New Class B Notes shall be used towards redeeming the Existing Notes held by Existing Noteholders, repay external bank borrowings of Memphis 1, and fund the working capital and any potential future capital expenditure of Memphis 1.

2.8.3 In relation to the New Class A Notes:

(i) the amount payable is at 99.0% of the Available Cash Flow[2]; and

(ii) the New Class A Notes may be redeemed where Memphis 1 decides to redeem the New Class A Notes.

2.8.4 In relation to the New Class B Notes, the amount payable is fixed at 4.0% per annum and the tenure of the New Class B Notes is five years.

2.8.5 Memphis 1 has entered into the Note Subscription Agreement in reliance and conditional upon the Purchaser having obtained the W&I Policy, which provides insurance coverage in respect of any W&I Claims (see paragraphs 2.4.5 to 2.4.7 of the Letter to Unitholders for details relating to the W&I Policy).

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the Note Subscription Agreement, and any document required to give effect to the Proposed Shares and Notes Transactions.

---

1 The REIT Trustee will also subscribe for some New Class B Notes.

2 "**Available Cash Flow**" means, in respect of a financial quarter, the lower of:

(i) Memphis 1's bank cash balance at the end of that financial quarter excluding those sums set aside as restricted cash or reserve requirements under the terms of any financing provided by banks and financial institutions to Memphis 1 ("**External Financing**"), if any, and New Class B Notes; and such bank balance must be net of outgoings for that financial quarter, including but not limited to, construction-related costs, KDC SGP 7 and KDC SGP 8-related expenses, corporate expenses, corporate taxes, fees payable pursuant to any project development management agreement, operating agreement, master lease agreement or facility management agreement entered into by Memphis 1 in respect of the Property (other than in relation to KDC SGP 9), any amount set aside for interest or amortising principal payable in respect of External Financing, capital expenditure and/or working capital reserves; and

(ii) an amount equivalent to:

(a) Memphis 1's net profit after tax (which excludes the amount payable on the New Class A Notes and for avoidance of doubt, includes the amount payable on the New Class B Notes) for that financial quarter; **less**

(b) any amount set aside for amortising principal payments payable in respect of External Financing, capital expenditure and/or working capital reserves and; **after making**

(c) adjustment for certain non-cash items.

2.9 Certain Terms and Conditions of the Shareholders' Agreement

Upon Completion of the Proposed Shares and Notes Transactions, the Purchaser and Keppel Griffin will enter into the Shareholder's Agreement as the new shareholders of Memphis 1, and the existing shareholders' agreement dated 29 June 2020 between the Existing Memphis Shareholders, KDCH and TPPL will be terminated.

The principal terms of the Shareholder's Agreement include, among others, the following:

2.9.1 The board of Memphis 1 shall consist of three directors, with one director to be appointed by the Purchaser, one director to be appointed by Keppel Griffin, and so long as there are any New Class A Notes outstanding, one director to be appointed by the holder(s) of the New Class A Notes (which will be the Purchaser).

2.9.2 Subject to the reserved matters as set out below, all resolutions of the directors of Memphis 1 at a meeting or adjourned meeting of the directors shall be adopted by a simple majority vote of the directors present and voting, provided that such resolution shall not be passed without the approval of the director appointed by the Purchaser and the director appointed by the holder of the New Class A Notes (which is currently the Purchaser).

2.9.3 Subject to any additional requirements specified by the Companies Act 1967 of Singapore and the Shareholder's Agreement Reserved Matters (as defined herein), all resolutions of the shareholders of Memphis 1 shall be adopted by a simple majority vote of the shareholders of Memphis 1 present and voting on a show of hands or on a poll (if a poll is demanded), provided that such resolution shall not be passed without the approval of the Purchaser.

2.9.4 The following matters, among others, shall be considered a reserved matter which would require the prior written approval of all shareholders under the Shareholder's Agreement ("**Shareholder's Agreement Reserved Matters**"):

(i) any proposed amendment, variation or modification to the constitution of Memphis 1;

(ii) any issuance, repurchase, cancellation or redemption of Memphis 1's share capital or the issue or grant of any warrant or option over the share capital of Memphis 1 or any increase, reduction, consolidation, sub-division, reclassification or other alteration of Memphis 1's capital structure (but excluding any redemption or issuance of the New Class A Notes and the New Class B Notes by Memphis 1);

(iii) any modification of the rights or benefits attaching to the shares in Memphis 1;

(iv) any other change to the equity capital structure of Memphis 1; and

(v) the acquisition of or investment in any undertaking, real estate assets or property by Memphis 1 other than the Property.

2.9.5 Each shareholder of Memphis 1 undertakes to exercise its voting rights in Memphis 1 to ensure that Memphis 1 shall comply with, and to be bound by, the decisions made by the board of directors of Memphis 1, and undertake to exercise its voting rights in Memphis 1 to ensure that Memphis 1 shall take all necessary actions that would be needed in order to implement all decisions of the board of directors of Memphis 1, provided that if such matter relates to a Shareholder's Agreement Reserved Matter, and is reasonably determined by such shareholder not to be in the interests of such shareholder, such shareholder need not pass such relevant resolution of shareholders in relation to such matter.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the Shareholders' Agreement, and any document required to give effect to the Proposed Shares and Notes Transactions.

2.10 Certain Terms and Conditions of the KDC SGP 7 and 8 MLA

Upon Completion of the Proposed Shares and Notes Transactions, Memphis 1 will enter into the KDC SGP 7 and 8 MLA with K3 in respect of KDC SGP 7 and KDC SGP 8.

The agreed form of the KDC SGP 7 and 8 MLA is contained in the Letter Agreement[1], under which the parties to the Letter Agreement undertake to each other that, *inter alia*, the Property Related Agreements will be entered into by the respective parties.

The principal terms of the KDC SGP 7 and 8 MLA include, among others, the following:

2.10.1 The term of the KDC SGP 7 and 8 MLA is (10) years commencing from the Completion Date.

2.10.2 K3 is required to pay rent on a quarterly basis and such rent shall comprise the following:

(i) a total fixed rent for each year as follows (the "**KDC SGP 7 and 8 Fixed Rent**"); and

	Fixed Rent (S$)	
Year	**KDC SGP 7**	**KDC SGP 8**
First year	11,000,000	9,200,000[(1)]
Second year	11,330,000	11,330,000
Third year	11,669,900	11,669,900
Fourth year	12,019,997	12,019,997
Fifth year	12,380,597	12,380,597
Sixth year	12,752,015	12,752,015
Seventh year	13,134,575	13,134,575
Eighth year	13,528,613	13,528,613
Ninth year	13,934,471	13,934,471
Tenth year	14,352,505	14,352,505

Note:

(1) The fixed rent for KDC SGP 8 is lower in the first year as Outstanding Fit-out Works are ongoing.

1 The purpose of the Letter Agreement is to ensure that Keppel DC REIT's counterparties to the Property Related Agreements (which includes the KDC SGP 7 and 8 MLA, the KDC SGP 7 and 8 FMA and the Business Transfer Agreement) which are attached to the Letter Agreement will enter into such agreements on Completion Date, as such parties are not parties to the Master Agreement and the Note Subscription Agreement.

(ii) a total variable rent computed in respect of each financial year (the "**KDC SGP 7 and 8 Variable Rent**"), based on an amount equivalent to 99.0% of the KDC SGP 7 and 8 EBITDA Amount (as defined herein) (or such larger amount as the parties may agree in writing).

See Appendix D – the IFA Letter (as defined herein) for a comparison of the rent with other properties of Keppel DC REIT.

2.10.3 The "**KDC SGP 7 and 8 EBITDA Amount**" for each financial year will be computed based on the following:

(i) the aggregate of the following amounts payable by customers and received by K3 but excluding certain taxes and governmental charges:

(a) all income, including colocation revenues and work space revenues (whether in the form of recurring or non-recurring/one time charges or otherwise);

(b) *ad hoc* revenues (being revenues derived from *ad hoc* services provided to the customers in relation to KDC SGP 7 and KDC SGP 8);

(c) the power service charges; and

(d) the charges for the provision by K3 of additional services; less

(ii) all the operating expenses incurred by K3 in the maintenance, management, operation and marketing of KDC SGP 7 and KDC SGP 8 as well as the provision of total turnkey facility management services in respect of KDC SGP 7 and KDC SGP 8; less

(iii) the KDC SGP 7 and 8 Fixed Rent.

2.10.4 The quantum of the KDC SGP 7 and 8 Variable Rent will be adjusted after the end of each financial year based on the agreed computation of the KDC SGP 7 and 8 Variable Rent based on the KDC SGP 7 and 8 EBITDA Amount for that financial year or (in the event that K3 does not agree with Memphis 1's computation of the KDC SGP 7 and 8 Variable Rent based on the KDC SGP 7 and 8 EBITDA Amount for that financial year and such dispute fails to be resolved) a jointly-appointed expert's determination on the KDC SGP 7 and 8 EBITDA Amount for that financial year.

2.10.5 In the event the KDC SGP 7 and 8 EBITDA Amount (before deducting the KDC SGP 7 and 8 Fixed Rent) in respect of that financial year is a negative amount, Memphis 1 will refund all quarterly KDC SGP 7 and 8 Variable Rent received from K3 for that financial year (if any) and pay K3 an amount equivalent to such negative amount[1].

1 Purely for illustration purposes only – In the event that the KDC SGP 7 and 8 EBITDA Amount for a financial year is negative S$1 million and S$5 million of variable rent has been received for the first three quarters of such financial year, Memphis 1 will refund S$5 million and pay S$1 million to K3.

2.10.6 Memphis 1 will provide to K3 certain services, including:

(i) the provision of data centre infrastructure to support KDC SGP 7 and KDC SGP 8 for the permitted use;

(ii) facility management, maintenance services and routine preventive maintenance in respect of such KDC SGP 7 and KDC SGP 8 as agreed between the parties;

(iii) the maintenance of equipment owned by K3 to keep it in good working order and condition and be responsible for all repair, maintenance, replacements or overhauls thereof;

(iv) the quality of service at service levels to be achieved according to certain service level requirements; and

(v) the provisions of certain reports.

2.10.7 Memphis 1 shall pay the property tax and land rent, including all increases thereof, imposed by the relevant authority on KDC SGP 7 and KDC SGP 8 in respect of any period during the term of the KDC SGP 7 and 8 MLA.

2.10.8 Memphis 1 shall indemnify K3 and hold K3 harmless from and against all losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties suffered or incurred by K3 in respect of any of the KDC SGP 7 and 8 Contracts[1], except to the extent that such losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties resulted from or is caused by the wilful default or gross negligence of K3, its employees or agents in complying with the provisions of the KDC SGP 7 and 8 MLA.

2.10.9 K3 shall indemnify Memphis 1 against all claims, demands, actions, proceedings, judgements, damages, losses, costs and expenses of any nature which Memphis 1 may suffer or incur for death, injury, loss and/or damage caused by, and all penalties or fines imposed by any competent authority resulting from, any wilful default or gross negligence by K3, its employees or agents, in complying with the provisions of the KDC SGP 7 and 8 MLA, subject to certain limitations.

It should be noted that the colocation contracts with the underlying end-users are independent of the arrangements in the KDC SGP 7 and 8 MLA. As there is no cap to the negative amount, if the existing underlying end-users were to not renew their contracts and there is a prolonged period of vacancy, there is a risk that Memphis 1 may receive no rental income and may have to incur expenses in relation to the reimbursement to K3 of the negative amount.

Nevertheless, in such an unlikely event, Keppel DC REIT will work together with K3 to identify new prospective end-users. Based on an annualised 12 months ended 31 December 2024 assuming that all KDC SGP 7 and 8 Contracts have commenced, the KDC SGP 7 and 8 EBITDA Amount is significantly more than the KDC SGP 7 and 8 Fixed Rent of S$20.2 million. Further, given K3's track record, and that the facility management fee is computed as a percentage of the KDC SGP 7 and 8 EBITDA Amount, K3's interest is aligned with Keppel DC REIT to improve the KDC SGP 7 and 8 EBITDA Amount position.

---

1 "**KDC SGP 7 and 8 Contracts**" refer to any tenancies, leases, licences, colocation agreements or occupation agreements with the customers in respect of KDC SGP 7 and KDC SGP 8.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the KDC SGP 7 and 8 MLA, and any document required to give effect to the Proposed Shares and Notes Transactions.

2.11 Certain Terms and Conditions of the KDC SGP 7 and 8 FMA

Upon Completion of the Proposed Shares and Notes Transactions, the existing facility management agreement dated 19 January 2021 entered into between Memphis 1 as owner and K3 as facility manager in respect of KDC SGP 7 and KDC SGP 8 will be terminated. Memphis 1 will enter into the KDC SGP 7 and 8 FMA with K3 in respect of KDC SGP 7 and KDC SGP 8, under which K3 will be appointed as facility manager to provide facility management services to cover the scope of services relating to facility management services under the existing facility management agreement dated 19 January 2021 entered into between Memphis 1 as owner and K3 as facility manager in respect of KDC SGP 7 and KDC SGP 8, which will be terminated.

The agreed form of the KDC SGP 7 and 8 FMA is contained in the Letter Agreement[1], under which the parties to the Letter Agreement undertake to each other that, *inter alia*, the Property Related Agreements will be entered into by the respective parties.

The principal terms of the KDC SGP 7 and 8 FMA include, among others, the following:

2.11.1 K3 will be entitled to a facility management fee on a quarterly basis of an amount equivalent to the sum of 4.0% of the KDC SGP 7 and 8 EBITDA Amount for each monthly period in such quarterly period. If the KDC SGP 7 and 8 EBITDA Amount is zero or negative in such financial year due to KDC SGP 7 and KDC SGP 8 undergoing approved works, all of facility management fee paid to K3 for that financial year shall be refunded to Memphis 1.

2.11.2 The term of the KDC SGP 7 and 8 FMA shall commence on and from the commencement date of the KDC SGP 7 and 8 FMA and shall be for a period of 10 years or until terminated in accordance with the terms of the KDC SGP 7 and 8 FMA.

2.11.3 K3 will be entitled to the following project management fees (if not prohibited by the Property Funds Appendix or if otherwise permitted by the MAS) for the refurbishment, retrofitting and/or renovation works on KDC SGP 7 and 8:

(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs;

(ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher;

(iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and

(iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.

---

1 The purpose of the Letter Agreement is to ensure that Keppel DC REIT's counterparties to the Property Related Agreements (which includes the KDC SGP 7 and 8 MLA, the KDC SGP 7 and 8 FMA and the Business Transfer Agreement) which are attached to the Letter Agreement will enter into such agreements on Completion Date, as such parties are not parties to the Master Agreement and the Note Subscription Agreement.

2.11.4 The KDC SGP 7 and 8 FMA will be terminated on the termination of the KDC SGP 7 and 8 MLA.

2.11.5 K3 shall, *inter alia*:

(i) keep KDC SGP 7 and KDC SGP 8 clean and tidy;

(ii) keep KDC SGP 7 and KDC SGP 8 and all fixtures, fittings and installations in it and all conducting media[1] in and serving KDC SGP 7 and KDC SGP 8, in good and tenantable repair and condition (except for fair wear and tear);

(iii) immediately make good, to the reasonable satisfaction of Memphis 1, any damage caused to KDC SGP 7 and KDC SGP 8 or any part of KDC SGP 7 and KDC SGP 8 by K3 (as tenant), its employees, agents, independent contractors or any permitted occupier;

(iv) maintain all equipment owned by K3 (as tenant) or K3's customers which are installed or operated and/or to be installed or operated at KDC SGP 7 and KDC SGP 8 in good working order and condition and to be responsible for all repair, maintenance, replacements or overhauls thereof;

(v) be responsible for the maintenance and management of KDC SGP 7 and KDC SGP 8;

(vi) ensure that the buildings on KDC SGP 7 and KDC SGP 8 are secured whether or not it is occupied;

(vii) ensure that all debris, sewerage, waste and garbage in KDC SGP 7 and KDC SGP 8 are disposed of at K3's cost and expense;

(viii) ensure that any electrical installations, machines or equipment at KDC SGP 7 and KDC SGP 8 do not cause heavy power surge, high frequency voltage and current, air-borne noise, vibration or any electrical or mechanical interference or disturbance whatsoever which prevents the service or use of any communication system or affects the operation of other equipment, installations, machinery or plants of the neighbouring premises;

(ix) be responsible for all landscaping for KDC SGP 7 and KDC SGP 8;

(x) keep all pipes, drains, sinks and water-closets in KDC SGP 7 and KDC SGP 8 clean and unblocked; and

(xi) employ a cleaning contract for cleaning KDC SGP 7 and KDC SGP 8.

2.11.6 K3 shall indemnify Memphis 1 and hold Memphis 1 harmless from and against all losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties which Memphis 1 may suffer or incur resulting from or to the extent caused by, any wilful default or gross negligence by K3, its employees or agents, in complying with the provisions of the KDC SGP 7 and 8 FMA.

2.11.7 Under the KDC SGP 7 and 8 FMA, in the event that the KDC SGP 7 and 8 MLA is renewed for a further term of five years in accordance with the provisions of the KDC SGP 7 and 8 MLA, the KDC SGP 7 and 8 FMA will be renewed for a further term of five years on such terms as Memphis 1 and K3 may mutually agree.

---

1 Drains, sewers, conduits, flues, risers, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains.

2.11.8 Without prejudice to the general indemnity that K3 has provided (as set out in paragraph 2.11.6 of the Letter to Unitholders), in the event of a breach or non-compliance by K3 of its obligations under the KDC SGP 7 and 8 FMA, which results in Memphis 1 suffering a loss arising out of or in connection with the payment of customer service credits by K3 (as tenant) to customers under or in respect of the KDC SGP 7 and 8 Contracts in a financial year[1], K3 shall pay to Memphis 1 on demand an amount equivalent to the total aggregate value of all such customer service credits paid to the customers in that financial year, subject to a cap equivalent to 1.0% of the KDC SGP 7 and 8 EBITDA Amount in that financial year. Such indemnity does not cover for any losses arising out of a breach of the terms of the electricity contract which covers the Property (including losses which the KDC SGP 9 Entity may suffer arising from any breach of the electricity contract or gross negligence or wilful misconduct by Memphis 1 or its users and authorised persons (who will include K3) pursuant to the indemnities under the KDC SGP 9 Sub-Lease Agreement as further described in paragraph 2.13(iii) of the Letter to Unitholders).

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the KDC SGP 7 and 8 FMA, and any document required to give effect to the Proposed Shares and Notes Transactions.

2.12 Certain Terms and Conditions of the Business Transfer Agreement

Upon Completion of the Proposed Shares and Notes Transactions, Memphis 1 will enter into the Business Transfer Agreement with K3 in respect of KDC SGP 7 and 8, to transfer the business of data centre operations carried out by Memphis 1 including the assets and liabilities subsisting at Completion[2], from Memphis 1 to K3, for a nominal consideration.

The agreed form of the Business Transfer Agreement is contained in the Letter Agreement[3], under which the parties to the Letter Agreement undertake to each other that, *inter alia*, the Property Related Agreements will be entered into by the respective parties.

The rationale for the entry into the Business Transfer Agreement is because as a REIT, Keppel DC REIT should be a passive vehicle and should not be actively running a business. The current proposed structure where K3 contracts with the customers is the same as that for KDC SGP 1 to 5 that Keppel DC REIT holds.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the Business Transfer Agreement, and any document required to give effect to the Proposed Shares and Notes Transactions.

2.13 Certain Terms and Conditions of the KDC SGP 9 Sub-Lease Agreement

A sub-lease agreement in respect of KDC SGP 9 was entered into between Memphis 1 (as lessor) and the KDC SGP 9 Entity (as lessee). The lease term of the KDC SGP 9 Sub-Lease Agreement will be from the Completion Date until one day prior to the expiry of the head lease in relation to the Property.

---

1 Customer service credits are provided to customers if there are breaches of the obligations with the customers. These affect the revenue of Memphis 1 as customer service credits are effectively rebates of rental to the customer arising from the breaches the obligations with the customers.

2 These include security deposits from customers and any cash that supports such security deposits.

3 The purpose of the Letter Agreement is to ensure that Keppel DC REIT's counterparties to the Property Related Agreements (which includes the KDC SGP 7 and 8 MLA, the KDC SGP 7 and 8 FMA and the Business Transfer Agreement) which are attached to the Letter Agreement will enter into such agreements on Completion Date, as such parties are not parties to the Master Agreement and the Note Subscription Agreement.

The key terms of the KDC SGP 9 Sub-Lease Agreement are as follows:

(i) the KDC SGP 9 Entity shall reimburse Memphis 1 for all rates, taxes (including property tax), charges, assessments, outgoings and impositions charged, assessed or imposed by any government authority, upon or otherwise attributable (as parties may mutually agree (taking into account applicable interested person transaction rules)) attributable to the portion of the land which forms the KDC SGP 9 Sub-Lease (the "**Sub-Lease Premises**");

(ii) the reimbursement by the KDC SGP 9 Entity to Memphis 1 of the periodic land rent payable to JTC. In the event Memphis 1 elects to pay an upfront land premium to JTC in lieu of the periodic land rent, the KDC SGP 9 Entity shall reimburse Memphis 1 for the upfront land premium payable to JTC attributable to the Sub-Lease Premises. Such amount shall be calculated by multiplying the total upfront land premium for the entire Property by the ratio in which the land area of the Sub-Lease Premises bears to the total land area of the Property (pro-rated for the lease term of the KDC SGP 9 Sub-Lease Agreement, if applicable);

(iii) each of KDC SGP 9 Entity and Memphis 1 shall comply with the terms as set out in the KDC SGP 9 Sub-Lease Agreement (including, but not limited to, observing the obligations contained in the head lease and/or imposed by any relevant authorities not do anything which would cause Memphis 1 to be in breach of such obligations, and in the case of Memphis 1, ensuring that certain services and utilities are provided to KDC SGP 9 Entity), and in this regard, each of KDC SGP 9 Entity and Memphis 1 shall fully indemnify each other party and hold such other party harmless from any loss, damage, claims, demands, proceedings, actions, costs, expenses, interest or penalties suffered or incurred arising from or as a result of any of their breach, and in the case of breach of the electricity contract, gross negligence or wilful misconduct by it or its users and authorised persons resulting in disruption of supply of electricity at the Property;

(iv) the KDC SGP 9 Entity shall bear all cost and expense for the maintenance and management of the Sub-Lease Premises;

(v) the cost sharing arrangements in relation to the costs of maintenance of the common facilities, the shared costs items, and the electricity costs incurred in respect of the common parts, which are shared between Memphis 1 and the KDC SGP 9 Entity in the proportion of two-thirds and one-third respectively and on the terms set out in the KDC SGP 9 Sub-Lease;

(vi) the payment by the KDC SGP 9 Entity of (a) the electricity and water cost based on actual metered consumption and actual rate/unit charged (with no mark-up), provided that if the Sub-Lease Premises are not separately metered for electricity, a proportionate part of the electricity charges (including any taxes on it) which are determined by Memphis 1 and the KDC SGP 9 Entity (each acting reasonably and taking into account applicable interested person transaction rules) to be attributable to the Sub-Lease Premises shall be paid by the KDC SGP 9 Entity, and (b) contracted capacity charges based on the apportionment as set out in the KDC SGP 9 Sub-Lease; and

(vii) Memphis 1 and KDC SGP 9 Entity shall, at or about six months prior to the commencement of operations of KDC SGP 9, discuss the potential sale of the KDC SGP 9 Entity's interest in KDC SGP 9 to Memphis 1. For the avoidance of doubt, neither party shall be obliged to proceed with the transaction. Where no such sale has taken place, Memphis 1 and KDC SGP 9 Entity shall convene a meeting every six months from the commencement of operations of KDC SGP 9 to discuss a potential sale.

As the KDC SGP 9 Entity is a fund managed by a subsidiary of the Sponsor, future payments arising from the above arrangements would constitute an "interested person transaction" under Chapter 9 of the Listing Manual.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the entry into the KDC SGP 9 Sub-Lease Agreement (including the cost sharing arrangements), and any document required to give effect to the Proposed Shares and Notes Transactions.

2.14 Total Acquisition Cost

Total Acquisition Cost of Proposed Shares and Notes Transactions (excluding Lease Extension Consideration and Call Option)

The Total Acquisition Cost is estimated to be approximately S$1,066.8 million (excluding the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised)), comprising:

(i) the Purchase Consideration of approximately S$1,030.2 million (without the Land Tenure Lease Extension) subject to post-completion adjustments;

(ii) the Acquisition Fee Units[1] of approximately S$10.2 million; and

(iii) the estimated stamp duty, professional and other fees and expenses of approximately S$26.4 million incurred or to be incurred by Keppel DC REIT in connection with the Proposed Shares and Notes Transactions.

The Acquisition Fee of S$10.2 million (excluding acquisition fee in connection with the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised)) is computed based on the aggregate of:

(i) S$5.0 million, being 1.0% of 49.0% of the Agreed KDC SGP 7 and 8 Value (as Keppel DC REIT holds 49% of the shares of Memphis 1, the value used is the underlying real estate value, being the Agreed KDC SGP 7 and 8 Value); and

(ii) S$5.2 million, being 1.0% of 51.0% of the New Class A Notes Subscription Amount and 1.0% of 50.49% of the New Class B Notes REIT Subscription Amount (as Keppel DC REIT does not hold the balance 51% of Memphis 1, the value used is the investment amount of the New Class A Notes Subscription Amount and the New Class B Notes REIT Subscription Amount).

1 As the Proposed Shares and Notes Transactions constitute an "interested party transaction" under the Property Funds Appendix, the Acquisition Fee will be in the form of Acquisition Fee Units which shall not be sold within one year from the date of issuance in accordance with Paragraph 5.7 of the Property Funds Appendix. Based on the Trust Deed, the REIT Manager shall be entitled to receive such number of Acquisition Fee Units as may be purchased for the relevant amount of the Acquisition Fee issued at the prevailing market price.

Total Acquisition Cost of Lease Extension Consideration and the Call Option purchase consideration

In addition to the Total Acquisition Cost, in the event that the Land Tenure Lease Extension is granted (if the Call Option is exercised)[1]:

(i) S$350.0 million, being the Lease Extension Consideration, will be payable to the Seller Shareholders, the Existing Noteholders and Keppel Griffin[2], and will be funded by debt;

(ii) the JTC Land Premium, which is estimated to be approximately S$9.9 million in relation to the Land Tenure Lease Extension[3] and any estimated stamp duty, professional and other fees and expenses thereon which is estimated to be approximately S$1.2 million;

(iii) S$3.5 million, being the acquisition fee of 1.0% of the Lease Extension Consideration of S$350.0 million[4] is payable in Units;

(iv) S$6.1 million, being the purchase consideration for the Call Option, will be payable to Keppel Griffin;

(v) (in relation to the Call Option) the JTC Land Premium, which is estimated to be approximately S$0.1 million in relation to the Land Tenure Lease Extension and any estimated stamp duty, professional and other fees and expenses thereon which is estimated to be approximately S$0.2 million; and

(vi) (in relation to the Call Option) S$0.1 million, being the acquisition fee of 1.0% of the purchase consideration for the Call Option.

Total Acquisition Cost of Proposed Shares and Notes Transactions, Lease Extension Consideration and the Call Option purchase consideration

The total acquisition cost for the Proposed Shares and Notes Transactions together with the Land Tenure Lease Extension and the Call Option[5] is estimated to be approximately S$1,437.9 million, comprising:

(i) approximately S$1,386.3 million, being the sum of the Purchase Consideration, the Lease Extension Consideration and the purchase consideration for the Call Option;

---

1 The acquisition cost set out above in relation to the Call Option is based on an estimate and the Agreed KDC SGP 7 and 8 Value. See paragraph 2.5 of the Letter to Unitholders for further details regarding the potential adjustment to the adjusted NAV of Memphis 1.

2 If the Call Option is not exercised, the Purchaser shall pay the Seller Shareholders and the Existing Noteholders an additional amount of S$348.2 million instead.

3 The Lease Extension Consideration of S$350.0 million payable to the Existing Memphis Shareholders and the Existing Noteholders (if the Call Option is exercised) is separate and different from the additional upfront land premium amount payable to JTC.

4 If the Call Option is not exercised, the Purchaser shall be required to pay 99.49% of S$3.5 million, being 99.49% of the acquisition fee relating to the Lease Extension Consideration. For the avoidance of doubt, by approving Resolution 1, Unitholders would also approve the payment of S$348.2 million for the Land Tenure Lease Extension of 10 years if the Call Option is not exercised.

5 The acquisition cost set out above in relation to the Call Option is based on an estimate and the Agreed KDC SGP 7 and 8 Value. See paragraph 2.5 of the Letter to Unitholders for further details regarding the potential adjustment to the adjusted NAV of Memphis 1.

(ii) approximately S$37.8 million, being the estimated stamp duty, professional and other fees and expenses incurred or to be incurred by Keppel DC REIT in connection with the Proposed Shares and Notes Transactions, the Land Tenure Lease Extension and the Call Option; and

(iii) approximately S$13.8 million, being the acquisition fee payable in Units to the REIT Manager pursuant to the Trust Deed for the Proposed Shares and Notes Transactions, the Land Tenure Lease Extension and the Call Option.

If there are any other costs to be incurred arising from the Land Tenure Lease Extension, these will be funded by debt.

2.15 Method of Financing

The REIT Manager intends to finance the Total Acquisition Cost with:

(i) approximately S$1,056.6 million from the net proceeds raised from the issuance of New Units pursuant to the Equity Fund Raising[1]; and

(ii) the issue of the Acquisition Fee Units[2] amounting to approximately S$10.2 million to the REIT Manager.

The Equity Fund Raising was launched on 19 November 2024, and was undertaken through an issuance of New Units by way of a private placement and a non-renounceable preferential offering, relying on the general mandate given to the REIT Manager at the annual general meeting of Keppel DC REIT held on 17 April 2024, and the Sponsor Subscription.

(See announcement dated 19 November 2024 titled "*Launch of Equity Fund Raising to Raise Gross Proceeds of Approximately S$1 billion*" for further details of the Equity Fund Raising.)

The REIT Manager intends to set aside KDC SGP 7 and 8 Capex Reserves for each of KDC SGP 7 and KDC SGP 8 from the distributable income each year. As KDC SGP 7 and KDC SGP 8 are relatively new data centres, the KDC SGP 7 and 8 Capex Reserves set aside for the first year will be utilised to partially pay for the upfront land premium.

Prior to the Land Tenure Lease Extension being granted by JTC, the REIT Manager will also set aside an additional amount equivalent to the first year KDC SGP 7 and 8 Capex Reserves to be utilised to partially pay for the additional upfront land premium. Keppel DC REIT has sufficient credit facilities to fund the Lease Extension Consideration.

---

1 Prior to the receipt of the full net proceeds from the Equity Fund Raising, Keppel DC REIT may utilise debt financing to pay for part of the Proposed Shares and Notes Transactions and for such debt to be repaid with the proceeds from the Equity Fund Raising subsequently.

2 If the Call Option is exercised to acquire the balance 51.0% of the Memphis 1 Shares, a separate acquisition fee will be paid based on 51.0% of the agreed value of KDC SGP 7 and KDC SGP 8 as set out in the Call Option less S$10.2 million, being 1.0% of 51.0% (being 100.0% less 49.0%) of the New Class A Notes Subscription Amount and 1.0% of 50.49% (being 99.49% less 49.0%) of the New Class B Notes REIT Subscription Amount. The reason for taking 51.0% of the value of the New Class A Notes Subscription Amount and 50.49% of the New Class B Notes REIT Subscription Amount is to prevent double counting as the balance 49% of such value is already taken into account in the 49.0% of the Agreed KDC SGP 7 and 8 Value.

3. 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

3.1 Sponsor Subscription

The REIT Manager had entered into the Unit Subscription Agreement with KDCIH, under which KDCIH will subscribe for approximately S$85.0 million of Sponsor Subscription Units at an issue price which is equal to that of the issue price of New Units issued pursuant to the placement of New Units under the Equity Fund Raising, and the REIT Manager will issue the same to KDCIH.

KDCIH is subscribing for the Sponsor Subscription Units to demonstrate its continuing support and for alignment of interests with Unitholders.

3.1.1 Use of proceeds

The total amount of funds raised from the Sponsor Subscription will be S$85.0 million. The REIT Manager intends to deploy 100% of the gross proceeds of approximately S$85.0 million from the Sponsor Subscription to fund part of the Total Acquisition Cost (save for the Acquisition Fee)[1].

3.1.2 Issue price and number of Sponsor Subscription Units issued

Pursuant to the terms of the Unit Subscription Agreement, the Sponsor Subscription Units will be issued at an issue price of S$2.090 per Unit. The issue price is equal to that of the issue price of New Units issued pursuant to the placement of New Units under the Equity Fund Raising.

(See announcement dated 19 November 2024 titled "*Launch of Equity Fund Raising to Raise Gross Proceeds of Approximately S$1 billion*" for further details of the Equity Fund Raising.)

Approximately 40,670,000 Sponsor Subscription Units (comprising 2.4% of the units in issue as at 18 November 2024 being the date prior to the date of the Equity Fund Raising) will be issued to KDCIH pursuant to the Unit Subscription Agreement.

3.1.3 Certain Terms and Conditions of the Unit Subscription Agreement

The principal terms of the Unit Subscription Agreement include, among others, the following conditions precedent:

(i) the Sponsor Subscription Units having been approved in-principle for listing by the SGX-ST, there not having occurred any revocation or withdrawal of such approval and, where such approval is subject to conditions, and if such conditions are required to be fulfilled on or before the Completion Date, such conditions are so fulfilled;

(ii) Keppel DC REIT having obtained the approval of Unitholders for the Sponsor Subscription; and

(iii) the Completion of the Proposed Shares and Notes Transactions.

---

1 The proceeds from the Sponsor Subscription will be used to repay debt which was taken up to finance the Proposed Shares and Notes Transactions.

The Sponsor Subscription Units are expected to be issued to KDCIH in early 2025, around the time after Keppel DC REIT releases its 2024 full year results, which is after the expected date of Completion of the Proposed Shares and Notes Transactions.

3.1.4 Status of Sponsor Subscription Units

The Sponsor Subscription Units will, upon issue and allotment, rank *pari passu* in all respects with the Units on the day immediately prior to the date on which the Sponsor Subscription Units are issued pursuant to the Unit Subscription Agreement, including the right to any distributable income from the day the Sponsor Subscription Units are issued as well as distributions thereafter.

The Sponsor Subscription Units will be entitled to Keppel DC REIT's distributable income from the day of issuance of the Sponsor Subscription Units as well as all distributions thereafter, but will not be entitled to distributions prior to the date of issuance of the Sponsor Subscription Units.

3.1.5 Rules 805(1), 811(3) and 812(2) of the Listing Manual

The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Sponsor Subscription Units to KDCIH (representing approximately 2.4% of the total number of issued Units as at the Latest Practicable Date[1]), 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. The issue price is equal to that of the issue of New Units issued pursuant to the placement of New Units under the Equity Fund Raising.

As at the Latest Practicable Date, KDCIH is regarded as a Substantial Unitholder of Keppel DC REIT and a Substantial Shareholder of the REIT Manager.

As such, pursuant to Rule 812(2) of the Listing Manual, Unitholders' approval by way of an Ordinary Resolution is required for the issuance of Sponsor Subscription Units to KDCIH under the Unit Subscription Agreement.

3.1.6 Receipt of Approval in-Principle

Approval in-principle has been obtained from the SGX-ST for the listing of, and dealing in and quotation on the Main Board of the SGX-ST of the Sponsor Subscription Units.

The SGX-ST's approval in-principle is not to be taken as an indication of the merits of the Sponsor Subscription Units, the Sponsor Subscription, Keppel DC REIT and/or its subsidiaries.

The SGX-ST's approval in-principle is subject to the following:

(i) compliance with the SGX-ST's listing requirements;

(ii) the Sponsor Subscription having been approved by the Unitholders at the EGM;

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

(iii) a written undertaking from the REIT Manager that it will comply with Rule 704(30) and Rule 1207(20) of the Listing Manual in relation to the use of the proceeds from the proposed placement of Units and where proceeds are to be used for working capital purposes, the REIT Manager will disclose a breakdown with specific details on the use of proceeds for working capital in Keppel DC REIT's announcements on use of proceeds and in the annual report; and

(iv) a written undertaking from the REIT Manager that it will comply with Rule 803 of the Listing Manual in relation to the New Units to be issued pursuant to the Sponsor Subscription.

3.2 Issuance of Acquisition Fee Units to the REIT Manager

In addition, in light of the New Units to be issued under the Equity Fund Raising, the existing general mandate for the issuance of Units may not be sufficient for the issuance of the Acquisition Fee Units.

The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Acquisition Fee Units to the REIT Manager (representing approximately 0.3% of the total number of issued Units as at the Latest Practicable Date[1]) following Completion of the Proposed Shares and Notes Transaction.

The terms for the issuance of the Acquisition Fee Units are set out in the Trust Deed and have been deemed approved since the initial public offering of Keppel DC REIT. In addition, the Property Funds Appendix requires acquisition fees to be paid in the form of Units for an interested party transaction. Accordingly, the approval sought pursuant to this Resolution 2 in connection with the Acquisition Fee Units relates only to the Unit issue mandate for the issuance of the Acquisition Fee Units.

4. RATIONALE FOR AND BENEFITS OF THE PROPOSED SHARES AND NOTES TRANSACTIONS

The REIT Manager believes that the Proposed Shares and Notes Transactions will bring the following key benefits to Unitholders:

4.1 Strategic addition of AI-ready hyperscale data centres in Asia's top data centre hub

KDC SGP 7 and KDC SGP 8 are new-generation AI-ready hyperscale data centres, capable of handling AI inference workloads. The data centres also have the flexibility to accommodate fit-out modifications, including liquid cooling, which will further enhance Keppel DC REIT's overall portfolio quality and market competitiveness.

KDC SGP 7 and KDC SGP 8 have the following competitive strengths:

4.1.1 AI-ready hyperscale data centres

KDC SGP 7 and KDC SGP 8 are fully contracted to well-established global hyperscale customers. Each of the data centres are designed to handle AI inference workloads and have the flexibility to accommodate fit-out modifications, including liquid cooling. This helps to ensure that the assets are future-ready and capable of hosting AI workloads efficiently.

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

The AI-ready specifications of KDC SGP 7 and KDC SGP 8 enable Keppel DC REIT to capitalise on the multiple structural tailwinds fuelling the growth of the data centre market. These include the ubiquitous adoption of technologies such as AI, 5G, and the IoT[1]. Additionally, demand from existing drivers such as cloud adoption, e-commerce and social media and streaming will continue to grow in tandem with the digital economy.

Another key demand driver stems from the widespread accessibility of AI, which continues to fuel the adoption of generative AI, predictive AI and interpretive AI. The global generative AI market is expected to reach US$1.3 trillion in 2032, expanding at a compound annual growth rate of 42% from 2023 to 2032. Bloomberg Intelligence expects growth to be driven by training infrastructure in the near-term and AI inference use in the medium to long term[2].

Strategically located in an area supported by high power connection and in proximity to nearby cable landing stations, both KDC SGP 7 and KDC SGP 8 offer ultra-low latency connectivity to its customers and excellent connectivity to key network infrastructure. To ensure uptime and continuity, the data centres are built to Tier III-equivalent specifications with dark fibre[3] connectivity.

Designed with sustainability at the core, both data centres have achieved the BCA's Green Mark Platinum Award, based on Singapore's Green Mark for New Data Centres. This award is the highest green accolade conferred by BCA specifically for new data centre developments.

KDC SGP 7 and KDC SGP 8 are two of the three planned complexes situated within the Keppel Data Centre Campus which will support the adoption of green data centre solutions, including advanced equipment and designs that reduce energy and water consumption.

4.1.2 Strengthen foothold in Singapore, Asia's top data centre hub

The Proposed Shares and Notes Transactions would further strengthen Keppel DC REIT's foothold as one of the largest owners of stabilised data centre assets in Asia's top data centre hub.

The proposed acquisition of KDC SGP 7 and KDC SGP 8 would increase Keppel DC REIT's Singapore exposure by approximately 67% to S$3.4 billion from S$2.1 billion as at 30 September 2024. By portfolio AUM, the proportion of Singapore assets would increase from 53.1%[4] to 65.5%[5]. The increase in exposure to the Singapore data centre market will position Keppel DC REIT to benefit from the tight demand-supply dynamics vis-à-vis further growth in colocation rates.

1 "**IoT**" refers to Internet of Things.

2 Source: Generative AI to Become a US$1.3 Trillion Market by 2032, Research Finds, Bloomberg, June 2023.

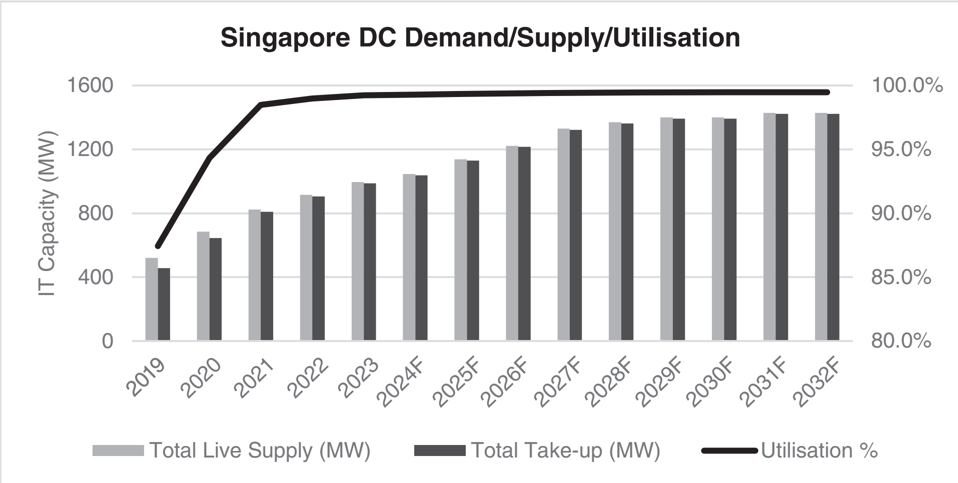
3 Dark fibre refers to existing but unused connections from a network provider.

4 As at 30 September 2024.

5 As at 30 September 2024, post-completion of the acquisition of 99.49% economic interest in KDC SGP 7 and KDC SGP 8 and Land Tenure Lease Extension. Excluding the Land Tenure Lease Extension, Keppel DC REIT's exposure to Singapore assets will be S$3.1 billion and proportion of Singapore assets by AUM will be 63%.

Singapore has attracted multinational corporations and foreign investments as well as diverse regional data centre demand from financial institutions, e-commerce, cloud, and international enterprises. It is one of the key data centre markets in the world and Asia's top data centre hub. With extensive undersea cable networks and high-speed internet access, the country is a gateway connecting Europe, the Middle East and Africa to APAC[1].

Singapore remains a strong location for data centre deployment. It has one of the lowest colocation vacancies in APAC at approximately 1%[2]. With demand expected to exceed supply in the coming years, utilisation rates are expected to rise from 99.1% in 2024 to 99.4% in 2028, with any new capacity highly sought after.



Source: DC Byte

4.2 Immediate DPU accretion

The Proposed Shares and Notes Transactions are in line with the REIT Manager's strategy of acquiring stable and income-producing data centres which will provide Unitholders with stable distributions and enhance total returns.

Even without the Income Support, the Proposed Shares and Notes Transactions are expected to be DPU-accretive assuming the Proposed Shares and Notes Transactions are fully funded via the Equity Fund Raising.

Following completion of the Call Option and the Land Tenure Lease Extension, Keppel DC REIT is expected to realise multiple benefits that will enhance returns. Firstly, Keppel DC REIT would be able to generate a stable and growing stream of high-quality cash flow over a longer period. Secondly, with certainty of a longer land tenure lease, Keppel DC REIT will be better positioned to drive organic growth in its negotiations with customers which will support potential capital value uplift.

1 Source: DC Byte.

2 Source: Cushman & Wakefield, June 2024.

4.3 Multiple levers to drive further growth via rental uplifts and capacity expansion

4.3.1 Potential for rental uplifts

Contracts for KDC SGP 7 and KDC SGP 8 were contracted between 2020 and 2022 on a take-or-pay basis, and market rents have increased since then. The contracted rents for KDC SGP 7 and KDC SGP 8 are estimated to be at least 15% to 20% below comparable market colocation rents. According to data compiled by DC Byte, colocation rents in Singapore for data centre capacity has increased from approximately S$169 – S$452 per kW[1] per month in 2020-2022 to around S$335 – S$516 per kW per month and is expected to trend upwards over the next few years.

With a combined WALE of approximately 4.5 years[2], the proposed acquisition of KDC SGP 7 and KDC SGP 8 will provide opportunities for potential rental uplifts and further organic growth as the demand for data centre space is expected to remain strong while supply remains constrained in the short to medium term. This tight demand-supply dynamic is likely to continue to have an upward pressure on colocation rates.

4.3.2 Potential for capacity expansion

There are approximately 1.5 floors at KDC SGP 8 that are currently unutilised. The building has been designed to cater for a potential conversion of this unutilised space into data halls which offers potential in the mid to long term for revenue upside via capacity expansion by fitting out the unutilised space, subject to obtaining the relevant authority's approvals including that of power. Further, the REIT Manager has a proven track record of delivering positive reversions and successful asset enhancement initiatives to unlock value.

4.4 Stronger platform to drive long-term growth

4.4.1 Enhances portfolio income resilience

Post Completion of the Proposed Shares and Notes Transactions, Keppel DC REIT's AUM will increase from S$3.9 billion across 23 data centres to S$5.2 billion[3] across 25 data centres. This enlarged portfolio will further enhance Keppel DC REIT's income resilience and increase exposure to hyperscale customers. The proportion of rental income from hyperscale customers will increase from 51.5%[4] to 64.2%[5]. Portfolio occupancy would improve to 97.7% from 97.6% with portfolio WALE of 6.2 years[6].

---

1 "**kW**" refers to kilowatts.

2 By lettable area. As at 30 September 2024.

3 This is on the basis of Keppel DC REIT having an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8 and including the Land Tenure Lease Extension being obtained. Excluding the Land Tenure Lease Extension, the AUM will be S$4.9 billion.

4 For the month of September 2024. Based on agreements with customers of the portfolio and in the case of Keppel DC Singapore 1 to 5, the underlying customer contracts.

5 Based on agreements with customers of the portfolio and in the case of Keppel DC Singapore 1 to 5 and KDC SGP 7 and KDC SGP 8, the underlying customer contracts. Includes a review and reclassification of key customer profiles to reflect their evolving business.

6 By lettable area. WALE by rental income will be 4.4 years as a higher proportion of rental income is from colocation assets, which typically have shorter contractual periods.

4.4.2 Well-positioned to capture future growth catalysts

Following the Proposed Shares and Notes Transactions and the Equity Fund Raising, Keppel DC REIT's Aggregate Leverage[1] is expected to improve from 39.7%[2] to 31.7%, with greater debt headroom of S$704.3 million[3], providing greater financial flexibility in Keppel DC REIT's continued pursuit of accretive opportunities and future growth. Assuming the Call Option is not exercised, Land Tenure Lease Extension and tax transparency have not been obtained, the debt headroom to 40% aggregate leverage would be S$0.7 billion and the aggregate leverage would be 31.7%.

5. PRO FORMA FINANCIAL EFFECTS OF THE PROPOSED SHARES AND NOTES TRANSACTIONS

5.1 Assumptions

FOR ILLUSTRATIVE PURPOSES ONLY:

The pro forma financial effects of the Proposed Shares and Notes Transactions on the DPU, the NAV per Unit[4] and capitalisation presented below are strictly for illustrative purposes only and are prepared based on the audited financial statements of Keppel DC REIT for the financial year ended 31 December 2023 ("**FY2023**", and the audited financial statements, the "**Keppel DC REIT Audited Financial Statements**") as well as under the following assumptions:

(i) approximately S$1,056.6 million from the net proceeds from the Equity Fund Raising will be used to part finance the Total Acquisition Cost[5]; and

(ii) approximately S$10.2 million of the Acquisition Fee is payable to the REIT Manager via the issuance of the Acquisition Fee Units.

---

1 "**Aggregate Leverage**" is defined in the Property Funds Appendix as the ratio of Keppel DC REIT's borrowings and deferred payments (including deferred payments for assets whether to be settled in cash or Units) to the value of its deposited property.

2 As at 30 September 2024.

3 Assuming Call Option is not exercised, Land Tenure Lease Extension and tax transparency have not been obtained, the debt headroom to 40% aggregate leverage would be S$0.7 billion and aggregate leverage would be 31.7%. The debt headroom to 40% aggregate leverage would be S$0.4 billion and aggregate leverage would increase to 36.1% had the Lease Extension Consideration been included and the Call Option been exercised.

4 The NAV per Unit is the same as the NTA (as defined herein) per Unit.

5 Pending the deployment of the net proceeds from the private placement and preferential offering for the Proposed Shares and Notes Transactions, the net proceeds may, subject to relevant laws and regulations, be deposited with banks and/or financial institutions, or be used to repay outstanding borrowings or for any other purpose on a short-term basis as the REIT Manager may, in its absolute discretion, deem fit.

5.2 Pro Forma DPU

FOR ILLUSTRATIVE PURPOSES ONLY:

The pro forma financial effects of the Proposed Shares and Notes Transactions on Keppel DC REIT's DPU for FY2023, as if the Proposed Shares and Notes Transactions were completed on 1 January 2023 and as if the Equity Fund Raising was completed on 1 January 2023, are as follows:

FY2023	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency *(based on 99.49% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency *(based on 100% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension[1], assuming no tax transparency *(based on 100% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension[1], assuming tax transparency *(based on 100% economic interest)*
Net Profit before Tax[2] (S$'000)	137,778	215,479	213,887	199,054	199,054
Distributable Income[3] (S$'000)	167,718	235,668	238,183	227,641	230,602
Issued Units ('000)	1,721,430[4]	2,243,738[5]	2,247,214[5]	2,254,179[5]	2,254,179[5]
DPU (cents)	9.383	10.233	10.330	9.831	9.962
Accretion (%)	–	9.0[6]	10.0[6]	4.7	6.1

Notes:

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from the IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units.

(2) Assuming 100% occupancy for the full year for KDC SGP 7 and KDC SGP 8.

(3) Distributable income includes capital expenditure set aside for certain properties ("**Capex Reserves**").

(4) Number of Units issued as at 31 December 2023.

(5) Includes (i) approximately 334.9 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the private placement; (ii) approximately 148.4 million New Units (at an issue price of S$2.03 per Unit) to be issued pursuant to the preferential offering; (iii) approximately 40.7 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the Sponsor Subscription; and (iv) approximately 4.7 million New Units issued to the REIT Manager in satisfaction of the Acquisition Fee and 50% management fees paid in Units for KDC SGP 7 and KDC SGP 8 for the financial year ended 31 December 2023.

(6) After setting aside S$6.3 million for the additional upfront land premium for the additional 10 years to be paid to JTC.

The pro forma financial effects of the Proposed Shares and Notes Transactions on Keppel DC REIT's DPU for the six-month period ended 30 June 2024 ("**1H2024**"), as if the Proposed Shares and Notes Transactions were completed on 1 January 2024 and as if the Equity Fund Raising was completed on 1 January 2024, are as follows.

1H2024	**Actual** **Before the Proposed Shares and Notes Transactions**	**After the Proposed Shares and Notes Transactions, assuming no tax transparency** ***(based on 99.49% economic interest)***	**After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency** ***(based on 100% economic interest)***	**After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension(1), assuming no tax transparency** ***(based on 100% economic interest)***	**After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension(1), assuming tax transparency** ***(based on 100% economic interest)***
Net Profit before Tax(2) (S$'000)	129,591	168,335	167,541	160,145	160,145
Distributable Income(3) (S$'000)	80,878	114,760	116,014	110,758	112,234
Issued Units ('000)	1,723,191(4)	2,245,517(5)	2,248,975(5)	2,255,940(5)	2,255,940(5)
DPU (cents)	4.549	5.001	5.050	4.802	4.867
Accretion (%)	–	9.9(6)	11.0(6)	5.6	7.0

Notes:

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units.

(2) Assuming 100% occupancy for the full year for KDC SGP 7 and KDC SGP 8.

(3) Distributable income includes Capex Reserves.

(4) Number of Units issued as at 30 June 2024.

(5) Includes (i) approximately 334.9 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the private placement; (ii) approximately 148.4 million New Units (at an issue price of S$2.03 per Unit) to be issued pursuant to the preferential offering; (iii) approximately 40.7 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the Sponsor Subscription; and (iv) approximately 4.7 million New Units issued to the REIT Manager in satisfaction of the Acquisition Fee and 50.0% management fees paid in Units for KDC SGP 7 and KDC SGP 8 for the financial period ended 30 June 2024.

(6) After setting aside S$3.2 million for the additional upfront land premium for the additional 10 years to be paid to JTC.

5.3 Pro Forma NAV

FOR ILLUSTRATIVE PURPOSES ONLY:

The pro forma financial effects of the Proposed Shares and Notes Transactions on Keppel DC REIT's NAV per Unit as at 31 December 2023, as if the Proposed Shares and Notes Transactions were completed on 31 December 2023, are as follows:

FY2023	**Actual** **Before the Proposed Shares and Notes Transactions**	**After the Proposed Shares and Notes Transactions, assuming no tax transparency** ***(based on 99.49% economic interest)***	**After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency** ***(based on 100% economic interest)***	**After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension(1), assuming tax transparency** ***(based on 100% economic interest)***
NAV (S$'000)	2,310,980	3,381,107	3,388,353	3,403,044
Issued Units ('000)	1,721,430(2)	2,243,756	2,247,214	2,254,179
NAV per Unit (S$)	1.34	1.51	1.51	1.51

Notes:

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units.

(2) Number of Units issued as at 31 December 2023.

Tax transparency (whether granted or not granted) has no impact on the NAV per Unit.

The pro forma financial effects of the Proposed Shares and Notes Transactions on Keppel DC REIT's NAV per Unit as at 30 June 2024, as if the Proposed Shares and Notes Transactions were completed on 30 June 2024, are as follows:

1H2024	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency *(based on 99.49% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency *(based on 100% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension(1), assuming tax transparency *(based on 100% economic interest)*
NAV (S$'000)	2,369,306	3,439,433	3,446,679	3,461,370
Issued Units ('000)	1,723,191(2)	2,245,517	2,248,975	2,255,940
NAV per Unit (S$)	1.37	1.53	1.53	1.53

Notes:

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units.

(2) Number of Units issued as at 30 June 2024.

Tax transparency (whether granted or not granted) has no impact on the NAV per Unit.

5.4 Pro Forma Capitalisation

FOR ILLUSTRATIVE PURPOSES ONLY: The pro forma capitalisation of Keppel DC REIT as at 31 December 2023, as if Proposed Shares and Notes Transactions were completed on 31 December 2023, is as follows:

FY2023	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency *(based on 99.49% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency *(based on 100% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension(1), assuming tax transparency *(based on 100% economic interest)*
	(S$'000)	**(S$'000)**	**(S$'000)**	**(S$'000)**
Short-term debt:				
Unsecured debt	72,477	72,477	72,477	72,477
Total short-term debt	**72,477**	**72,477**	**72,477**	**72,477**

FY2023	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency *(based on 99.49% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency *(based on 100% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension[(1)], assuming tax transparency *(based on 100% economic interest)*
	(S$'000)	**(S$'000)**	**(S$'000)**	**(S$'000)**
Long-term debt:				
Unsecured debt	1,398,147	1,398,147	1,398,147	1,748,974
Total long-term debt	**1,398,147**	**1,398,147**	**1,398,147**	**1,748,974**
Total debt	**1,470,624**	**1,470,624**	**1,470,624**	**1,821,451**
Unitholders' funds[(2)]	2,353,961	3,424,088	3,431,334	3,446,025
Total Capitalisation	**3,824,585**	**4,894,712**	**4,901,958**	**5,267,476**

Notes:

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units.

(2) This includes non-controlling interests.

Tax transparency (whether granted or not granted) has no impact on the capitalisation.

The pro forma capitalisation of Keppel DC REIT as at 30 June 2024, as if Proposed Shares and Notes Transactions were completed on 30 June 2024, is as follows:

1H2024	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency *(based on 99.49% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency *(based on 100% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension[(1)], assuming tax transparency *(based on 100% economic interest)*
	(S$'000)	**(S$'000)**	**(S$'000)**	**(S$'000)**
Short-term debt:				
Unsecured debt	116,238	116,238	116,238	116,238
Total short-term debt	**116,238**	**116,238**	**116,238**	**116,238**

1H2024	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency *(based on 99.49% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, assuming tax transparency *(based on 100% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension[1], assuming tax transparency *(based on 100% economic interest)*
	(S$'000)	**(S$'000)**	**(S$'000)**	**(S$'000)**
Long-term debt:				
Unsecured debt	1,292,198	1,292,198	1,292,198	1,643,025
Total long-term debt	**1,292,198**	**1,292,198**	**1,292,198**	**1,643,025**
Total debt	**1,408,436**	**1,408,436**	**1,408,436**	**1,759,263**
Unitholders' funds[2]	2,412,724	3,482,851	3,490,097	3,504,788
Total Capitalisation	**3,821,160**	**4,891,287**	**4,898,533**	**5,264,051**

Notes:

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units.

(2) This includes non-controlling interests.

Tax transparency (whether granted or not granted) has no impact on the capitalisation.

5.5 Pro Forma Aggregate Leverage

FOR ILLUSTRATIVE PURPOSES ONLY:

The pro forma financial effects of the Proposed Shares and Notes Transactions on Keppel DC REIT's Aggregate Leverage as at 30 September 2024, as if the Proposed Shares and Notes Transactions were completed on 30 September 2024, are as follows:

	Actual (Before the Proposed Shares and Notes Transactions)	After the Proposed Shares and Notes Transactions, assuming no tax transparency *(based on 99.49% economic interest)*	After (I) the Proposed Shares and Notes Transactions, (II) the exercise of the Call Option, and (III) Land Tenure Lease Extension[1], assuming tax transparency *(based on 100% economic interest)*
Aggregate Leverage	39.7%	31.7%	36.1%

Notes:

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units.

Tax transparency (whether granted or not granted) has no impact on the Aggregate Leverage.

6. 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

The following agreements in relation to KDC SGP 1 are proposed to be renewed:

(i) the Existing KDC SGP 1 MLA which was entered between the REIT Trustee and the KDC SGP 1 Master Lessee; and

(ii) the Existing KDC SGP 1 FMA which was entered into between the REIT Trustee and the KDC SGP 1 Facility Manager.

A six-month extension has been entered into for the period from 12 December 2024 to 11 June 2025 as the existing agreements terminate on 11 December 2024. The six-month extension would be based on the existing terms and conditions, with the interim monthly fixed rent being the preceding rent before current lease expiry. The value of this extension has been taken into account for the existing interested person transactions value as described in paragraph 9.2.7 of the Letter to Unitholders.

6.1 Description of KDC SGP 1

KDC SGP 1 is held directly by Keppel DC REIT. Located at 25 Serangoon North Avenue 5 Singapore 554914, KDC SGP 1 consists of a six-storey data centre main building and an adjoining five-storey annexe building, with an attributable lettable area of 109,721 sq ft. The main building was originally built in the 1990s and converted for use as a data centre in 2001. It went through major retrofitting works between 2011 and 2013 to further upgrade the data centre specifications. KDC SGP 1 provides 24/7 technical support to its customers.

6.2 Commencement

The respective parties to the Existing KDC SGP 1 Agreements have agreed that the New KDC SGP 1 MLA and the New KDC SGP 1 FMA will only commence after each of the Existing KDC SGP 1 MLA and the Existing KDC SGP 1 FMA has expired.

6.3 Certain Terms and Conditions of the New KDC SGP 1 MLA

The principal terms of the New KDC SGP 1 MLA include, among others, the following:

6.3.1 The term of the New KDC SGP 1 MLA is 10 years commencing from 12 June 2025.

6.3.2 The KDC SGP 1 Master Lessee is required to pay rent on a quarterly basis and such rent shall comprise the following:

(i) a total fixed rent for each year as follows (the "**KDC SGP 1 Fixed Rent**"); and

Year	Fixed Rent (S$)
First year	6,719,582
Second year	6,921,169
Third year	7,128,804
Fourth year	7,342,668
Fifth year	7,562,948
Sixth year	7,789,836
Seventh year	8,023,531
Eighth year	8,264,237
Ninth year	8,512,164
Tenth year	8,767,529

(ii) a total variable rent computed in respect of each financial year (the "**KDC SGP 1 Variable Rent**"), based on an amount equivalent to 99.0% of the KDC SGP 1 EBITDA Amount (as defined herein) (or such larger amount as the parties may agree in writing).

See Appendix D – the IFA Letter for a comparison of the rent with other properties of Keppel DC REIT.

6.3.3 The "**KDC SGP 1 EBITDA Amount**" for each financial year will be computed based on the following:

(i) the aggregate of the following amounts payable by customers and received by the KDC SGP 1 Master Lessee but excluding certain taxes and governmental charges:

(a) all income, including colocation revenues and work space revenues (whether in the form of recurring or non-recurring/one time charges or otherwise);

(b) *ad hoc* revenues (being revenues derived from *ad hoc* services provided to the customers in relation to KDC SGP 1);

(c) the power service charges; and

(d) the charges for the provision by the KDC SGP 1 Master Lessee of additional services; less

(ii) all the operating expenses incurred by the KDC SGP 1 Master Lessee and the KDC SGP 1 Facility Manager in the maintenance, management, operation and marketing of KDC SGP 1 as well as the provision of total turnkey facility management services in respect of KDC SGP 1; less

(iii) the KDC SGP 1 Fixed Rent.

6.3.4 The quantum of the KDC SGP 1 Variable Rent will be adjusted after the end of each financial year based on the agreed computation of the KDC SGP 1 Variable Rent based on the KDC SGP 1 EBITDA Amount for that financial year or (in the event that the KDC SGP 1 Master Lessee does not agree with the REIT Trustee's computation of the KDC SGP 1 Variable Rent based on the KDC SGP 1 EBITDA Amount for that financial year and such dispute fails to be resolved) a jointly-appointed expert's determination on the KDC SGP 1 EBITDA Amount for that financial year.

6.3.5 In the event the KDC SGP 1 EBITDA Amount (before deducting the KDC SGP 1 Fixed Rent) in respect of that financial year is a negative amount, the REIT Trustee will refund all quarterly KDC SGP 1 Variable Rent received from the KDC SGP 1 Master Lessee for that financial year (where any) and pay the KDC SGP 1 Master Lessee an amount equivalent to such negative amount[1].

6.3.6 The REIT Trustee will provide to the KDC SGP 1 Master Lessee certain services, including:

(i) the provision of data centre infrastructure to support KDC SGP 1 for the permitted use;

(ii) facility management, maintenance services and routine preventive maintenance in respect of such KDC SGP 1 as agreed between the parties;

(iii) the maintenance of equipment owned by the KDC SGP 1 Master Lessee to keep it in good working order and condition and be responsible for all repair, maintenance, replacements or overhauls thereof;

(iv) the quality of service at service levels to be achieved according to certain service level requirements; and

(v) the provisions of certain reports.

6.3.7 The REIT Trustee shall pay the property tax and land rent, including all increases thereof, imposed by the relevant authority on KDC SGP 1 in respect of any period during the term of the New KDC SGP 1 MLA.

1 Purely for illustration purposes only – In the event that the KDC SGP 1 EBITDA Amount for a financial year is negative S$1 million and S$5 million of variable rent has been received for the first three quarters of such financial year, the REIT Trustee will refund S$5 million and pay S$1 million to the KDC SGP 1 Master Lessee.

6.3.8 The REIT Trustee shall indemnify the KDC SGP 1 Master Lessee and hold the KDC SGP 1 Master Lessee harmless from and against all losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties suffered or incurred by the KDC SGP 1 Master Lessee in respect of any of the KDC SGP 1 Contracts[1], except to the extent that such losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties resulted from or is caused by the wilful default or gross negligence of the KDC SGP 1 Master Lessee, its employees or agents in complying with the provisions of the New KDC SGP 1 MLA, or result from any matter or event which occurred, relates to or is referable to the period prior to 12 December 2014.

6.3.9 The KDC SGP 1 Master Lessee shall indemnify the REIT Trustee against all claims, demands, actions, proceedings, judgements, damages, losses, costs and expenses of any nature which the REIT Trustee may suffer or incur for death, injury, loss and/or damage caused by, and all penalties or fines imposed by any competent authority resulting from, any wilful default or gross negligence by the KDC SGP 1 Master Lessee, its employees or agents, in complying with the provisions of the New KDC SGP 1 MLA, subject to certain limitations.

It should be noted that the colocation contracts with the underlying end-users are independent of the arrangements in the New KDC SGP 1 MLA. As there is no cap to the negative amount, if the existing underlying end-users were to not renew their contracts and there is a prolonged period of vacancy, there is a risk that the REIT Trustee may receive no rental income and may have to incur expenses in relation to the reimbursement to the KDC SGP 1 Master Lessee of the negative amount.

Nevertheless, in such an unlikely event, Keppel DC REIT will work together with the KDC SGP 1 Master Lessee to identify new prospective end-users. Based on 12 months ended 31 December 2023, the KDC SGP 1 EBITDA Amount is significantly more than a fixed rent of S$6.3 million. Further, given the KDC SGP 1 Facility Manager's track record, and that the facility management fee is computed as a percentage of the KDC SGP 1 EBITDA Amount, the KDC SGP 1 Facility Manager's interest is aligned with Keppel DC REIT to improve the KDC SGP 1 EBITDA Amount position.

Paragraph 6.4 of the Letter to Unitholders below elaborates further on the principal terms of the New KDC SGP 1 MLA.

6.4 Key differences between the terms of the New KDC SGP 1 MLA and the Existing KDC SGP 1 MLA

The terms of the New KDC SGP 1 MLA are proposed to be on substantially the same terms as the Existing KDC SGP 1 MLA, save for the following key differences:

6.4.1 The KDC SGP 1 Fixed Rent under the New KDC SGP 1 MLA is higher compared to the rent in the Existing KDC SGP 1 MLA.

---

1 "**KDC SGP 1 Contracts**" refer to any tenancies, leases, licences, colocation agreements or occupation agreements with the customers in respect of KDC SGP 1.

Year	Fixed Rent (S$) under the New KDC SGP 1 MLA	Fixed Rent (S$) under the Existing KDC SGP 1 MLA
First year	6,719,582	5,000,000
Second year	6,921,169	5,150,000
Third year	7,128,804	5,304,500
Fourth year	7,342,668	5,463,635
Fifth year	7,562,948	5,627,544
Sixth year	7,789,836	5,796,370
Seventh year	8,023,531	5,970,261
Eighth year	8,264,237	6,149,369
Ninth year	8,512,164	6,333,850
Tenth year	8,767,529	6,523,866

6.4.2 The New KDC SGP 1 MLA provides that where the REIT Trustee wishes to conduct any asset enhancement initiative works on KDC SGP 1, the parties shall discuss in good faith for an appropriate reduction in rent to take into account the usability of KDC SGP 1 and the number of customers remaining during the period of the works. This is not provided for in the Existing KDC SGP 1 MLA.

6.4.3 The New KDC SGP 1 MLA provides that until parties are able to agree on the proposed annual budget and in relation to budget items in dispute (which pertain to KDC SGP 1 Facility Manager), the expenses set out in the budget for such line items in the previous financial year shall be increased by by 5% (pertaining to budget items other than salary costs) and 10% (pertaining to salary costs). The REIT Trustee shall be deemed to have approved such increased expenses. This is not provided for in the Existing KDC SGP 1 MLA.

6.4.4 In the Existing KDC SGP 1 MLA, where the REIT Trustee varies the rules relating to the safety, conduct and management of KDC SGP 1, the REIT Trustee need only notify the KDC SGP 1 Master Lessee in writing. However, in the New KDC SGP 1 MLA, the REIT Trustee would need to obtain the prior agreement of the KDC SGP 1 Master Lessee (such agreement not to be unreasonably withheld or delayed), and if JTC is making or varying such rules, the REIT Trustee shall allow the KDC SGP 1 Master Lessee to join in the consultation with JTC, if permitted by JTC.

6.4.5 In the New KDC SGP 1 MLA, where the consent of any customer under the KDC SGP 1 Contracts is required to be obtained for any assignment, transfer, charge of the New KDC SGP 1 MLA or the transfer, sale or disposal of KDC SGP 1 by the REIT Trustee, such assignment, transfer, charge, sale or disposal shall be subject to such consent being obtained, and the parties shall use all reasonable efforts to procure and obtain such consent from such customer. This is not provided for in the Existing KDC SGP 1 MLA.

6.5 Certain Terms and Conditions of the New KDC SGP 1 FMA

The principal terms of the New KDC SGP 1 FMA include, among others, the following:

6.5.1 The KDC SGP 1 Facility Manager will be entitled to a facility management fee on a quarterly basis of an amount equivalent to the sum of 4.0% of the KDC SGP 1 EBITDA Amount for each monthly period in such quarterly period[1]. If the KDC SGP 1 EBITDA Amount is zero or negative in such financial year due to KDC SGP 1 undergoing approved works, the KDC SGP 1 Facility Manager shall be entitled to a flat facility management fee of S$100,000 for that financial year.

6.5.2 The term of the New KDC SGP 1 FMA shall commence on and from the commencement date of the New KDC SGP 1 FMA and shall be for a period of 10 years or until terminated in accordance with the terms of the New KDC SGP 1 FMA.

6.5.3 The KDC SGP 1 Facility Manager will be entitled to the following project management fees (if not prohibited by the Property Funds Appendix or if otherwise permitted by the MAS) for the refurbishment, retrofitting and/or renovation works on KDC SGP 1:

(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs;

(ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher;

(iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and

(iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.

6.5.4 The New KDC SGP 1 FMA will be terminated on the termination of the New KDC SGP 1 MLA.

6.5.5 The KDC SGP 1 Facility Manager shall, *inter alia*:

(i) keep KDC SGP 1 clean and tidy;

(ii) keep KDC SGP 1 and all fixtures, fittings and installations in it and all conducting media[2] in and serving KDC SGP 1, in good and tenantable repair and condition (except for fair wear and tear);

(iii) immediately make good, to the reasonable satisfaction of the REIT Trustee, any damage caused to KDC SGP 1 or any part of KDC SGP 1 by the KDC SGP 1 Master Lessee (as tenant), its employees, agents, independent contractors or any permitted occupier;

---

1 For the avoidance of doubt, there is no change to the facility management fee compared to the existing facility management agreement.

2 Drains, sewers, conduits, flues, risers, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains.

(iv) maintain all equipment owned by the KDC SGP 1 Master Lessee (as tenant) or the KDC SGP 1 Master Lessee's customers which are installed or operated and/or to be installed or operated at KDC SGP 1 in good working order and condition and to be responsible for all repair, maintenance, replacements or overhauls thereof;

(v) be responsible for the maintenance and management of KDC SGP 1;

(vi) ensure that the buildings on KDC SGP 1 are secured whether or not it is occupied;

(vii) ensure that all debris, sewerage, waste and garbage in KDC SGP 1 are regularly disposed of at the KDC SGP 1 Facility Manager's cost and expense;

(viii) ensure that any electrical installations, machines or equipment at KDC SGP 1 do not cause heavy power surge, high frequency voltage and current, air-borne noise, vibration or any electrical or mechanical interference or disturbance whatsoever which prevents the service or use of any communication system or affects the operation of other equipment, installations, machinery or plants of the neighbouring premises;

(ix) be responsible for all landscaping for KDC SGP 1;

(x) keep all pipes, drains, sinks and water-closets in KDC SGP 1 clean and unblocked; and

(xi) employ a cleaning contract for cleaning KDC SGP 1.

6.5.6 The KDC SGP 1 Facility Manager shall indemnify the REIT Trustee and hold the REIT Trustee harmless from and against all losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties which the REIT Trustee may suffer or incur resulting from or to the extent caused by, any wilful default or gross negligence by the KDC SGP 1 Facility Manager, its employees or agents, in complying with the provisions of the New KDC SGP 1 FMA.

6.5.7 Under the New KDC SGP 1 FMA, in the event that the New KDC SGP 1 MLA is renewed for a further term of five years commencing on the day immediately following the date of expiry of the term in accordance with the provisions of the New KDC SGP 1 MLA, the New KDC SGP 1 FMA will be renewed for a further term of five years on such terms as the REIT Trustee and the KDC SGP 1 Master Lessee may mutually agree.

6.5.8 Without prejudice to the general indemnity that the KDC SGP 1 Facility Manager has provided (as set out in paragraph 6.5.6 of the Letter to Unitholders), in the event of a breach or non-compliance by the KDC SGP 1 Facility Manager of its obligations under the New KDC SGP 1 FMA, which results in the REIT Trustee suffering a loss arising out of or in connection with the payment of customer service credits by the KDC SGP 1 Master Lessee (as tenant) to customers under or in respect of the KDC SGP 1 Contracts in a financial year[1], the KDC SGP 1 Facility Manager shall pay to the REIT Trustee on demand an amount equivalent to the total aggregate value of all such customer service credits paid to the customers in that financial year, subject to a cap equivalent to 1.0% of the KDC SGP 1 EBITDA Amount in that financial year.

Paragraph 6.6 of the Letter to Unitholders below elaborates further on the principal terms of the New KDC SGP 1 FMA.

6.6 Key differences between the terms of the New KDC SGP 1 FMA and the Existing KDC SGP 1 FMA

The terms of the New KDC SGP 1 FMA are proposed to be on substantially the same terms as the Existing KDC SGP 1 FMA, save for the following key differences:

6.6.1 The New KDC SGP 1 FMA provides that all costs of the employment of the personnel engaged by the KDC SGP 1 Facility Manager[2] shall be estimated, projected or otherwise provided for in the annual budget and shall be reimbursed to the KDC SGP 1 Facility Manager by the REIT Trustee. Where any of the actual costs exceed or are expected to exceed what is indicated in the annual budget, the KDC SGP 1 Facility Manager shall seek the REIT Trustee's written approval for such increments. Save for any additional costs which have been approved by the REIT Trustee in writing, the REIT Trustee shall not be liable to pay any costs which exceed the relevant sum(s) indicated in the annual budget. This is not provided for in the Existing KDC SGP 1 FMA. In the Existing KDC SGP 1 FMA, such costs are reimbursed by the REIT Trustee.

6.6.2 Regarding the project management fees, the New KDC SGP 1 FMA provides that "construction costs" would need to be approved by the REIT Trustee in writing prior to commencement of the relevant works. The REIT Trustee may, prior to approving any construction costs, at its own cost engage a quantity surveyor for the relevant project to provide a valuation on the relevant works to aid in its decision in approving the construction costs. This is not provided for in the Existing KDC SGP 1 FMA.

1 Customer service credits are provided to customers if there are breaches of the obligations with the customers. These affect the revenue of the REIT Trustee as customer service credits are effectively rebates of rental to the customer arising from the breaches the obligations with the customers.

2 This includes (for example) the cost of recruitment, salaries, administration, training, requisite insurance contributions, central provident fund contributions, and payments for redundancy or unfair dismissal.

7. 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

The following agreements in relation to KDC SGP 2 are proposed to be renewed:

(i) the Existing KDC SGP 2 MLA which was entered between the REIT Trustee and the KDC SGP 2 Master Lessee; and

(ii) the Existing KDC SGP 2 FMA which was entered into between the REIT Trustee and the KDC SGP 2 Facility Manager.

A six-month extension has been entered into for the period from 12 December 2024 to 11 June 2025 as the existing agreements terminate on 11 December 2024. The six-month extension would be based on the existing terms and conditions, with the interim monthly fixed rent being the preceding rent before current lease expiry. The value of this extension has been taken into account for the existing interested person transactions value as described in paragraph 9.2.7 of the Letter to Unitholders.

7.1 Description of KDC SGP 2

KDC SGP 2 is held directly by Keppel DC REIT. Located at 25 Tampines Street 92, Singapore 528877 and situated within Tampines Industrial Park A, KDC SGP 2 consists of a five-storey main building and a four-storey annexe building, with an attributable lettable area of 38,480 sq ft. The main building was built in the 1990s and was extensively retrofitted in 2010 for conversion into a data centre KDC SGP 2 provides 24/7 technical support to its customers and has been certified with the BCA Green Mark Award (Gold^{PLUS}) since 2015.

7.2 Commencement

The respective parties to the Existing KDC SGP 2 Agreements have agreed that the New KDC SGP 2 MLA and the New KDC SGP 2 FMA will only commence after each of the Existing KDC SGP 2 MLA and the Existing KDC SGP 2 FMA has expired.

7.3 Certain Terms and Conditions of the New KDC SGP 2 MLA

The principal terms of the New KDC SGP 2 MLA include, among others, the following:

7.3.1 The term of the New KDC SGP 2 MLA is 10 years commencing from 12 June 2025.

7.3.2 The KDC SGP 2 Master Lessee is required to pay rent on a quarterly basis and such rent shall comprise the following:

(i) a total fixed rent for each year as follows (the "**KDC SGP 2 Fixed Rent**"); and

Year	Fixed Rent (S$)
First year	4,031,750
Second year	4,152,703
Third year	4,277,284
Fourth year	4,405,603
Fifth year	4,537,771

Year	Fixed Rent (S$)
Sixth year	4,673,904
Seventh year	4,814,121
Eighth year	4,958,545
Ninth year	5,107,301
Tenth year	5,260,520

(ii) a total variable rent computed in respect of each financial year (the "**KDC SGP 2 Variable Rent**"), based on an amount equivalent to 99.0% of the KDC SGP 2 EBITDA Amount (as defined herein) (or such larger amount as the parties may agree in writing).

See Appendix D – the IFA Letter for a comparison of the rent with other properties of Keppel DC REIT.

7.3.3 The "**KDC SGP 2 EBITDA Amount**" for each financial year will be computed based on the following:

(i) the aggregate of the following amounts payable by customers and received by the KDC SGP 2 Master Lessee but excluding certain taxes and governmental charges:

(a) all income, including colocation revenues and work space revenues (whether in the form of recurring or non-recurring/one time charges or otherwise);

(b) *ad hoc* revenues (being revenues derived from *ad hoc* services provided to the customers in relation to KDC SGP 2);

(c) the power service charges; and

(d) the charges for the provision by the KDC SGP 2 Master Lessee of additional services; less

(ii) all the operating expenses incurred by the KDC SGP 2 Master Lessee and the KDC SGP 2 Facility Manager in the maintenance, management, operation and marketing of KDC SGP 2 as well as the provision of total turnkey facility management services in respect of KDC SGP 2; less

(iii) the KDC SGP 2 Fixed Rent.

7.3.4 The quantum of the KDC SGP 2 Variable Rent will be adjusted after the end of each financial year based on the agreed computation of the KDC SGP 2 Variable Rent based on the KDC SGP 2 EBITDA Amount for that financial year or (in the event that the KDC SGP 2 Master Lessee does not agree with the REIT Trustee's computation of the KDC SGP 2 Variable Rent based on the KDC SGP 2 EBITDA Amount for that financial year and such dispute fails to be resolved) a jointly-appointed expert's determination on the KDC SGP 2 EBITDA Amount for that financial year.

7.3.5 In the event the KDC SGP 2 EBITDA Amount (before deducting the KDC SGP 2 Fixed Rent) in respect of that financial year is a negative amount, the REIT Trustee will refund all quarterly KDC SGP 2 Variable Rent received from the KDC SGP 2 Master Lessee for that financial year (where any) and pay the KDC SGP 2 Master Lessee an amount equivalent to such negative amount[1].

7.3.6 The REIT Trustee will provide to the KDC SGP 2 Master Lessee certain services, including:

(i) the provision of data centre infrastructure to support KDC SGP 2 for the permitted use;

(ii) facility management, maintenance services and routine preventive maintenance in respect of such KDC SGP 2 as agreed between the parties;

(iii) the maintenance of equipment owned by the KDC SGP 2 Master Lessee to keep it in good working order and condition and be responsible for all repair, maintenance, replacements or overhauls thereof;

(iv) the quality of service at service levels to be achieved according to certain service level requirements; and

(v) the provisions of certain reports.

7.3.7 The REIT Trustee shall pay the property tax and land rent, including all increases thereof, imposed by the relevant authority on KDC SGP 2 in respect of any period during the term of the New KDC SGP 2 MLA.

7.3.8 The REIT Trustee shall indemnify the KDC SGP 2 Master Lessee and hold the KDC SGP 2 Master Lessee harmless from and against all losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties suffered or incurred by the KDC SGP 2 Master Lessee in respect of any of the KDC SGP 2 Contracts[2], except to the extent that such losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties resulted from or is caused by the wilful default or gross negligence of the KDC SGP 2 Master Lessee, its employees or agents in complying with the provisions of the New KDC SGP 2 MLA, or result from any matter or event which occurred, relates to or is referable to the period prior to 12 December 2014.

7.3.9 The KDC SGP 2 Master Lessee shall indemnify the REIT Trustee against all claims, demands, actions, proceedings, judgements, damages, losses, costs and expenses of any nature which the REIT Trustee may suffer or incur for death, injury, loss and/or damage caused by, and all penalties or fines imposed by any competent authority resulting from, any wilful default or gross negligence by the KDC SGP 2 Master Lessee, its employees or agents, in complying with the provisions of the New KDC SGP 2 MLA, subject to certain limitations.

---

1 Purely for illustration purposes only – In the event that the KDC SGP 2 EBITDA Amount for a financial year is negative S$1 million and S$5 million of variable rent has been received for the first three quarters of such financial year, the REIT Trustee will refund S$5 million and pay S$1 million to the KDC SGP 2 Master Lessee.

2 "**KDC SGP 2 Contracts**" refers to any tenancies, leases, licences, colocation agreements or occupation agreements with the customers in respect of KDC SGP 2.

It should be noted that the colocation contracts with the underlying end-users are independent of the arrangements in the New KDC SGP 2 MLA. As there is no cap to the negative amount, if the existing underlying end-users were to not renew their contracts and there is a prolonged period of vacancy, there is a risk that the REIT Trustee may receive no rental income and may have to incur expenses in relation to the reimbursement to the KDC SGP 2 Master Lessee of the negative amount.

Nevertheless, in such an unlikely event, Keppel DC REIT will work together with the KDC SGP 2 Master Lessee to identify new prospective end-users. Based on 12 months ended 31 December 2023, the KDC SGP 2 EBITDA Amount is significantly more than a fixed rent of S$3.8 million. Further, given the KDC SGP 2 Facility Manager's track record, and that the facility management fee is computed as a percentage of the KDC SGP 2 EBITDA Amount, the KDC SGP 2 Facility Manager's interest is aligned with Keppel DC REIT to improve the KDC SGP 2 EBITDA Amount position.

Paragraph 7.4 of the Letter to Unitholders below elaborates further on the principal terms of the New KDC SGP 2 MLA.

7.4 Key differences between the terms of the New KDC SGP 2 MLA and the Existing KDC SGP 2 MLA

The terms of the New KDC SGP 2 MLA are proposed to be on substantially the same terms as the Existing KDC SGP 2 MLA, save for the following key differences:

7.4.1 The KDC SGP 2 Fixed Rent under the New KDC SGP 2 MLA is higher compared to the rent in the Existing KDC SGP 2 MLA.

Year	Fixed Rent (S$) under the New KDC SGP 2 MLA	Fixed Rent (S$) under the Existing KDC SGP 2 MLA
First year	4,031,750	3,000,000
Second year	4,152,703	3,090,000
Third year	4,277,284	3,182,700
Fourth year	4,405,603	3,278,181
Fifth year	4,537,771	3,376,526
Sixth year	4,673,904	3,477,822
Seventh year	4,814,121	3,582,157
Eighth year	4,958,545	3,689,622
Ninth year	5,107,301	3,800,310
Tenth year	5,260,520	3,914,320

7.4.2 The New KDC SGP 2 MLA provides that where the REIT Trustee wishes to conduct any asset enhancement initiative works on KDC SGP 2, the parties shall discuss in good faith for an appropriate reduction in rent to take into account the usability of KDC SGP 2 and the number of customers remaining during the period of the works. This is not provided for in the Existing KDC SGP 2 MLA.

7.4.3 The New KDC SGP 2 MLA provides that until parties are able to agree on the proposed annual budget and in relation to budget items in dispute (which pertain to KDC SGP 2 Facility Manager), the expenses set out in the budget for such line items in the previous financial year shall be increased by 5% (pertaining to budget items other than salary costs) and 10% (pertaining to salary costs). The REIT Trustee shall be deemed to have approved such increased expenses. This is not provided for in the Existing KDC SGP 2 MLA.

7.4.4 In the Existing KDC SGP 2 MLA, where the REIT Trustee varies the rules relating to the safety, conduct and management of KDC SGP 2, the REIT Trustee need only notify the KDC SGP 2 Master Lessee in writing. However, in the New KDC SGP 2 MLA, the REIT Trustee would need to obtain the prior agreement of the KDC SGP 2 Master Lessee (such agreement not to be unreasonably withheld or delayed), and if JTC is making or varying such rules, the REIT Trustee shall allow the KDC SGP 2 Master Lessee to join in the consultation with JTC, if permitted by JTC.

7.4.5 In the New KDC SGP 2 MLA, where the consent of any customer under the KDC SGP 2 Contracts is required to be obtained for any assignment, transfer, charge of the New KDC SGP 2 MLA or the transfer, sale or disposal of KDC SGP 2 by the REIT Trustee, such assignment, transfer, charge, sale or disposal shall be subject to such consent being obtained, and the parties shall use all reasonable efforts to procure and obtain such consent from such customer. This is not provided for in the Existing KDC SGP 2 MLA.

7.5 Certain Terms and Conditions of the New KDC SGP 2 FMA

The principal terms of the New KDC SGP 2 FMA include, among others, the following:

7.5.1 The KDC SGP 2 Facility Manager will be entitled to a facility management fee on a quarterly basis of an amount equivalent to the sum of 4.0% of the KDC SGP 2 EBITDA Amount for each monthly period in such quarterly period[1].

7.5.2 The term of the New KDC SGP 2 FMA shall commence on and from the commencement date of the New KDC SGP 2 FMA and shall be for a period of 10 years or until terminated in accordance with the terms of the New KDC SGP 2 FMA.

7.5.3 The KDC SGP 2 Facility Manager will be entitled to the following project management fees (if not prohibited by the Property Funds Appendix or if otherwise permitted by the MAS) for the refurbishment, retrofitting and/or renovation works on KDC SGP 2:

(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs;

(ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher;

1 For the avoidance of doubt, there is no change to the facility management fee compared to the existing facility management agreement.

(iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and

(iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.

7.5.4 The New KDC SGP 2 FMA will be terminated on the termination of the New KDC SGP 2 MLA.

7.5.5 The KDC SGP 2 Facility Manager shall, *inter alia*,

(i) keep KDC SGP 2 clean and tidy;

(ii) keep KDC SGP 2 and all fixtures, fittings and installations in it and all conducting media[1] in and serving KDC SGP 2, in good and tenantable repair and condition (except for fair wear and tear);

(iii) immediately make good, to the reasonable satisfaction of the REIT Trustee, any damage caused to KDC SGP 2 or any part of KDC SGP 2 by the KDC SGP 2 Master Lessee (as tenant), its employees, agents, independent contractors or any permitted occupier;

(iv) maintain all equipment owned by the KDC SGP 2 Master Lessee (as tenant) or the KDC SGP 2 Master Lessee's customers which are installed or operated and/or to be installed or operated at KDC SGP 2 in good working order and condition and to be responsible for all repair, maintenance, replacements or overhauls thereof;

(v) be responsible for the maintenance and management of KDC SGP 2;

(vi) ensure that the buildings on KDC SGP 2 are secured whether or not it is occupied;

(vii) ensure that all debris, sewerage, waste and garbage in KDC SGP 2 are regularly disposed of at the KDC SGP 2 Facility Manager's cost and expense;

(viii) ensure that any electrical installations, machines or equipment at KDC SGP 2 do not cause heavy power surge, high frequency voltage and current, air-borne noise, vibration or any electrical or mechanical interference or disturbance whatsoever which prevents the service or use of any communication system or affects the operation of other equipment, installations, machinery or plants of the neighbouring premises;

(ix) be responsible for all landscaping for KDC SGP 2;

(x) keep all pipes, drains, sinks and water-closets in KDC SGP 2 clean and unblocked; and

(xi) employ a cleaning contract for cleaning KDC SGP 2.

---

1 Drains, sewers, conduits, flues, risers, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains.

7.5.6 The KDC SGP 2 Facility Manager shall indemnify the REIT Trustee and hold the REIT Trustee harmless from and against all losses, damages, claims, demands, proceedings, actions, costs, expenses, interest, liabilities and penalties which the REIT Trustee may suffer or incur resulting from or to the extent caused by, any wilful default or gross negligence by the KDC SGP 2 Facility Manager, its employees or agents, in complying with the provisions of the New KDC SGP 2 FMA.

7.5.7 Under the New KDC SGP 2 FMA, in the event that the New KDC SGP 2 MLA is renewed for a further term of five years commencing on the day immediately following the date of expiry of the term in accordance with the provisions of the New KDC SGP 2 MLA, the New KDC SGP 2 FMA will be renewed for a further term of five years on such terms as the REIT Trustee and the KDC SGP 2 Master Lessee may mutually agree.

7.5.8 Without prejudice to the general indemnity that the KDC SGP 2 Facility Manager has provided (as set out in paragraph 7.5.6 of the Letter to Unitholders), in the event of a breach or non-compliance by the KDC SGP 2 Facility Manager of its obligations under the New KDC SGP 2 FMA, which results in the REIT Trustee suffering a loss arising out of or in connection with the payment of customer service credits by the KDC SGP 2 Master Lessee (as tenant) to customers under or in respect of the KDC SGP 2 Contracts in a financial year[1], the KDC SGP 2 Facility Manager shall pay to the REIT Trustee on demand an amount equivalent to the total aggregate value of all such customer service credits paid to the customers in that financial year, subject to a cap equivalent to 1.0% of the KDC SGP 2 EBITDA Amount in that financial year.

Paragraph 7.6 below elaborates further on the principal terms of the New KDC SGP 2 FMA.

7.6 Key differences between the terms of the New KDC SGP 2 FMA and the Existing KDC SGP 2 FMA

The terms of the New KDC SGP 2 FMA are proposed to be on substantially the same terms as the Existing KDC SGP 2 FMA, save for the following key differences:

7.6.1 The New KDC SGP 2 FMA provides that all costs of the employment of the personnel engaged by the KDC SGP 2 Facility Manager[2] shall be estimated, projected or otherwise provided for in the annual budget and shall be reimbursed to the KDC SGP 2 Facility Manager by the REIT Trustee. Where any of the actual costs exceed or are expected to exceed what is indicated in the annual budget, the KDC SGP 2 Facility Manager shall seek the REIT Trustee's written approval for such increments. Save for any additional costs which have been approved by the REIT Trustee in writing, the REIT Trustee shall not be liable to pay any costs which exceed the relevant sum(s) indicated in the annual budget. This is not provided for in the Existing KDC SGP 2 FMA. In the Existing KDC SGP 2 FMA, such costs are reimbursed by the REIT Trustee.

---

1 Customer service credits are provided to customers if there are breaches of the obligations with the customers. These affect the revenue of the REIT Trustee as customer service credits are effectively rebates of rental to the customer arising from the breaches the obligations with the customers.

2 This includes (for example) the cost of recruitment, salaries, administration, training, requisite insurance contributions, central provident fund contributions, and payments for redundancy or unfair dismissal.

7.6.2 Regarding the project management fees, the New KDC SGP 2 FMA provides that "construction costs" would need to be approved by the REIT Trustee in writing prior to commencement of the relevant works. The REIT Trustee may, prior to approving any construction costs, at its own cost engage a quantity surveyor for the relevant project to provide a valuation on the relevant works to aid in its decision in approving the construction costs. This is not provided for in the Existing KDC SGP 2 FMA.

8. RATIONALE FOR AND BENEFITS OF THE PROPOSED ENTRY INTO THE NEW KDC SGP 1 AGREEMENTS AND THE NEW KDC SGP 2 AGREEMENTS

The REIT Manager believes that the proposed entry into the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements will be beneficial to Unitholders for the following reasons:

8.1 Proven track record, familiarity and experience of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager

Each of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager has an experienced team of management and operations team who have carried out the property management services for existing Singapore properties for the last 10 years. Each of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager is familiar with the properties and will ensure business continuity and operational efficiency in the provision of facility management service.

Each of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager is an integral part of KDCH, a data centre solutions provider in Singapore. KDCH offers a comprehensive range of colocation services to end-users. Through KDCH, it enters into colocation service arrangements with end-users and manages data centre facilities for end-users. KDCH has close to 20 years of experience in designing, building and managing data centres. It offers a comprehensive range of colocation services to global hyperscalers, leading companies, financial institutions and government agencies which demand high availability and minimal downtime to their systems.

8.2 Keppel DC REIT will share the variability of the income and/or expenses between KDCH and/or its customer and/or supplier

Rent payable to the REIT Trustee by the KDC SGP 1 Master Lessee and the KDC SGP 2 Master Lessee respectively is made up of fixed rent as well as variable rent which is based on the earnings (after deducting the fixed rent and operating expenses) derived from the underlying end-users (being the customers) who have entered into colocation arrangements with the KDC SGP 1 Master Lessee and the KDC SGP 2 Master Lessee respectively. Due to the arrangement of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA, the REIT Trustee will share the variability of the income and/or expenses between KDCH and its customer and/or supplier.

The arrangement of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA allows Keppel DC REIT to leverage on the track record of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager respectively in managing the data centres, while at the same time, ensuring that Keppel DC REIT will share the variability of the income and/or expenses between KDCH and its customer and/or supplier of the colocation arrangements entered into by the KDC SGP 1 Master Lessee and the KDC SGP 2 Master Lessee respectively with the underlying end-users, among other contracts and arrangements.

8.3 Cost savings from economies of scale

KDCH is currently managing the properties held by Keppel DC REIT located in Singapore and as a result, would be able to enjoy economies of scale in the procurement of goods and services required for the maintenance of the various Singapore properties. Any cost savings achieved will be translated to potential lower operating costs for the properties.

8.4 Facility management fee structure to the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager remains competitive

The fee structure remain competitive and are aligned with the various funds and vehicles within Keppel. Additionally, the fees under the New KDC SGP 1 Facility Agreement and the New KDC SGP 2 Facility Agreement remain identical to the fee structure under the existing agreements save for, in the case of KDC SGP 1, the minimum fee payable for KDC SGP 1 in the event the KDC SGP 1 EBITDA Amount is zero and negative due to any asset enhancement initiatives.

9. REQUIREMENT FOR UNITHOLDERS' APPROVAL

9.1 Major Transaction

Chapter 10 of the Listing Manual sets out the rules for significant transactions by Keppel DC REIT such as the acquisition or divestment of assets, including options to acquire or dispose of assets, by Keppel DC REIT. Such transactions are classified into the following categories, as set out in Rule 1004 of the Listing Manual:

(a) non-discloseable transactions;

(b) discloseable transactions;

(c) major transactions; and

(d) very substantial acquisitions or reverse takeovers.

A transaction by Keppel DC REIT may fall into any of the categories set out above depending on the size of the relative figures computed on, *inter alia*, the following bases of comparison which have been set out in Rule 1006(b), Rule 1006(c) and Rule 1006(d) of the Listing Manual respectively:

(i) the net profits attributable to the assets acquired, compared with the net profits of Keppel DC REIT and its subsidiaries (the "**Keppel DC REIT Group**");

(ii) the aggregate value of the consideration given, compared with Keppel DC REIT's market capitalisation; and

(iii) the number of equity securities issued by the issuer as consideration for an acquisition, compared with the number of equity securities previously in issue.

Where any of the relative figures computed on the bases set out above exceeds 20.0%, the transaction is classified as a major transaction. The Listing Manual requires that a major transaction involving Keppel DC REIT be made conditional upon approval by Unitholders in a general meeting. However, the approval of Unitholders in a general meeting is not required in the case of an acquisition of profitable assets if only paragraph 9.1(i) of the Letter to Unitholders above (i.e. Rule 1006(b) of the Listing Manual) exceeds the relevant 20.0% threshold.

The relative figures for the Proposed Shares and Notes Transactions using the applicable bases of comparison described above are set out in the tables below.

Comparison of	Keppel DC REIT	Proposed Shares and Notes Transactions	Relative figure (%)
Rule 1006(b) of the Listing Manual Net profits, compared with the Keppel DC REIT Group's net profits (S$'000)	129,591[(1)]	25,295	19.5%
Rule 1006(c) of the Listing Manual Consideration, compared with market capitalisation (S$'000)	3,799,547[(2)]	1,030,153 (without the Land Tenure Lease Extension) 1,380,153 (including the Land Tenure Lease Extension)	27.1% (without the Land Tenure Lease Extension) 36.3% (including the Land Tenure Lease Extension)
Comparison of	**Number of Units previously in issue**	**Number of Sponsor Subscription Units issued to KDCIH pursuant to the Unit Subscription Agreement**	**Relative figure (%)**
Rule 1006(d) of the Listing Manual Number of Sponsor Subscription Units issued to KDCIH pursuant to the Unit Subscription Agreement, compared with the number of Units previously in issue[(3)]	1,725,733,299	40,670,000 (at an issue price of S$2.090 per Unit)	2.4%

Notes:

(1) The figure is based on the unaudited net profit before tax of Keppel DC REIT for the six-month period ended 30 June 2024.

(2) The figure is based on the volume weighted average price of S$2.2017 per Unit on the SGX-ST as at 18 November 2024, being the market day preceding the date of the Master Agreement and the Note Subscription Agreement.

(3) It should be noted that the Sponsor Subscription Units issued to KDCIH pursuant to the Unit Subscription Agreement are not consideration units as the entity subscribing for the Sponsor Subscription Units is not the Seller Shareholders and the Existing Noteholders. Accordingly, this is disclosed for reference purposes only. This is as at 18 November 2024 and prior to the issuance of the Sponsor Subscription Units to KDCIH pursuant to the Unit Subscription Agreement and the launch of the Equity Fund Raising.

As seen in the table above, the Proposed Shares and Notes Transactions constitute a "major transaction" under Rule 1014(1) of the Listing Manual. Notwithstanding that, the REIT Manager is of the view that the Proposed Shares and Notes Transactions are in the ordinary course of Keppel DC REIT's business as KDC SGP 7 and KDC SGP 8 are within the investment mandate of Keppel DC REIT and are in the same asset classes and countries as existing properties in Keppel DC REIT's portfolio and accordingly, the Proposed Shares and Notes Transactions do not change the risk profile of Keppel DC REIT. As such, the Proposed Shares and Notes Transactions are not subject to Chapter 10 of the Listing Manual.

However, as the Proposed Shares and Notes Transactions constitute an "interested person transaction" under Chapter 9 of the Listing Manual, as well as an "interested party transaction" under Paragraph 5 of the Property Funds Appendix, the Proposed Shares and Notes Transactions will still be subject to the specific approval of Unitholders.

9.2 Interested Person Transaction and Interested Party Transaction

As at the Latest Practicable Date, the Sponsor has an aggregate deemed interest in 352,540,111 Units, which is equivalent to approximately 20.43% of the total number of Units in issue as at the Latest Practicable Date[1]. The Sponsor's deemed interest arises from its shareholdings in (i) KDCIH, a wholly owned subsidiary of Keppel T&T, which is in turn a wholly owned subsidiary of the Sponsor and (ii) Keppel DC REIT Management Pte. Ltd., a wholly owned subsidiary of Keppel Capital Holdings Pte. Ltd., which is in turn a wholly owned subsidiary of the Sponsor. Therefore, the Sponsor is regarded as a Controlling Unitholder of Keppel DC REIT within the meaning of the Listing Manual and the Property Funds Appendix.

In addition, the REIT Manager is an indirect wholly owned subsidiary of the Sponsor. Therefore, the Sponsor is regarded as a Controlling Shareholder of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

Further, Temasek has an aggregate deemed interest in 367,629,706 Units, which is equivalent to approximately 21.30% of the total number of Units in issue as at the Latest Practicable Date[2]. Temasek's deemed interest arises from the deemed interest held by the Sponsor and other subsidiaries and associated companies of Temasek. Therefore, Temasek is deemed as a Controlling Unitholder of Keppel DC REIT within the meaning of the Listing Manual and the Property Funds Appendix.

In addition, Temasek has an aggregate interest in 382,608,024 Sponsor Shares, which is equivalent to approximately 21.18% of the total number of Sponsor Shares in issue as at the Latest Practicable Date[3]. The REIT Manager is an indirect wholly owned subsidiary of the Sponsor. Therefore, Temasek is deemed as a Controlling Shareholder of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

2 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

3 Based on a total number of 1,806,085,836 Sponsor Shares (excluding treasury shares) in issue as at the Latest Practicable Date.

9.2.1 Proposed Shares and Notes Transactions as an interested person transaction and an interested party transaction, and proposed entry into the Shareholders' Agreement as an interested person transaction (Resolution 1)

The parties to the various agreements are as follows:

(i) The Master Agreement was entered into between the Purchaser, CPI SPV Seller, KDCH SPV Seller, Keppel Griffin, ADCF1, ADCF2, ADCF3, K6, and Times Genting.

(ii) The Note Subscription Agreement was entered into between the Purchaser, Keppel Griffin and Memphis 1.

(iii) The Shareholders' Agreement will be entered into between the Purchaser and Keppel Griffin upon Completion.

The Purchaser, being KDCR Singapore Sub-Trust 1, is a wholly owned sub-trust of Keppel DC REIT, and is an entity at risk pursuant to Chapter 9 of the Listing Manual.

Upon Completion, the balance 51.0% of Memphis 1 will continue to be held by Keppel Griffin, which is indirectly wholly owned by the Sponsor.

KDCH SPV Seller, Keppel Griffin and K6 are subsidiaries of the Sponsor.

ADCF1, ADCF2 and ADCF3 are funds managed by a subsidiary of the Sponsor.

Each of CPI SPV Seller and Times Genting is directly wholly owned by TPPL, which is directly wholly owned by CPIPL. CPIPL is an indirect subsidiary of Temasek.

For the purposes of Chapter 9 of the Listing Manual and Paragraph 5 of the Property Funds Appendix, the following parties are (for the purpose of the Listing Manual) "interested persons" and (for the purpose of the Property Funds Appendix) "interested parties" of Keppel DC REIT:

(i) Memphis 1, KDCH SPV Seller, Keppel Griffin, ADCF1, ADCF2, ADCF3, and K6 (being associates of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager); and

(ii) CPI SPV Seller and Times Genting (being an associate of Temasek, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager).

Therefore, the Proposed Shares and Notes Transactions will constitute an "interested person transaction" under Chapter 9 of the Listing Manual as well as an "interested party transaction" under the Property Funds Appendix, in respect of which the approval of Unitholders will be required.

Further, the entry into the Shareholders' Agreement will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

9.2.2 Proposed entry into the Property Related Agreements as an interested person transaction (Resolution 1)

The Property Related Agreements will be entered into between Memphis 1 and K3 upon Completion.

Upon Completion, Memphis 1 will be 51.0% held by Keppel Griffin (which is indirectly wholly owned by the Sponsor) and 49.0% indirectly held by Keppel DC REIT, and is an entity at risk pursuant to Chapter 9 of the Listing Manual.

As K3 is indirectly wholly owned by the Sponsor, K3 (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the entry into the Property Related Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

9.2.3 Arrangements under the KDC SGP 9 Sub-Lease Agreement (including cost sharing arrangements) (Resolution 1)

The KDC SGP 9 Sub-Lease Agreement was entered into between Memphis 1 (as lessor) and the KDC SGP 9 Entity (as lessee).

Upon Completion, Memphis 1 will be 51.0% held by Keppel Griffin (which is indirectly wholly owned by the Sponsor) and 49.0% indirectly held by Keppel DC REIT, and is an entity at risk pursuant to Chapter 9 of the Listing Manual.

As the KDC SGP 9 Entity is a fund managed by a subsidiary of the Sponsor, the KDC SGP 9 Entity (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the future payments arising from the cost sharing arrangements under the KDC SGP 9 Sub-Lease Agreement will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

9.2.4 Sponsor Subscription as an interested person transaction (Resolution 2)

As the Sponsor Subscription will involve the issuance of Sponsor Subscription Units to KDCIH, the Sponsor Subscription will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

9.2.5 Proposed entry into the New KDC SGP 1 Agreements as an interested person transaction (Resolution 3)

Keppel DC Singapore 1 Ltd., being both the KDC SGP 1 Master Lessee and the KDC SGP 1 Facility Manager, is an indirect wholly owned subsidiary of the Sponsor.

For the purposes of Chapter 9 of the Listing Manual, Keppel DC Singapore 1 Ltd. (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the proposed entry into the New KDC SGP 1 Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

9.2.6 Proposed entry into the New KDC SGP 2 Agreements as an interested person transaction (Resolution 4)

Keppel DC Singapore 2 Pte. Ltd., being both the KDC SGP 2 Master Lessee and the KDC SGP 2 Facility Manager, is an indirect wholly owned subsidiary of the Sponsor.

For the purposes of Chapter 9 of the Listing Manual, Keppel DC Singapore 2 Pte. Ltd. (being an associate of the Sponsor, which is a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager) is (for the purpose of the Listing Manual) an "interested person" of Keppel DC REIT.

Therefore, the proposed entry into the New KDC SGP 2 Agreements will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required.

9.2.7 Requirement for Unitholders' Approval under the Chapter 9 of the Listing Manual for the Proposed Transactions

Under Chapter 9 of the Listing Manual, where Keppel DC REIT proposes to enter into a transaction with an interested person and the value of the transaction (either in itself or when aggregated with the value of other transactions, each of a value equal to or greater than S$100,000, entered into with the same interested person during the same financial year) is equal to or exceeds 5.0% of the Keppel DC REIT Group's latest audited net tangible assets ("**NTA**"), Unitholders' approval is required in respect of the transaction.

Based on the Keppel DC REIT Audited Financial Statements, the NTA of the Keppel DC REIT Group was S$2,354.0 million as at 31 December 2023. Accordingly, if the value of a transaction which is proposed to be entered into in the current financial year by Keppel DC REIT with an interested person is, either in itself or in aggregation with all other earlier transactions (each of a value equal to or greater than S$100,000) entered into with the same interested person during the current financial year, equal to or exceeds of S$117.7 million, such a transaction would be subject to Unitholders' approval.

Given that:

(i) the aggregate Purchase Consideration is S$1,030.2 million (without the Land Tenure Lease Extension);

(ii) the Lease Extension Consideration is S$350.0 million (if the Call Option is exercised)[1];

1 Unitholders should note that by approving Resolution 1, Unitholders would also approve the payment of the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised) or S$348.2 million (if the Call Option is not exercised) for the lease extension of 10 or more years.

(iii) the aggregate value of the Relevant Agreements is S$1,355.1 million;

(iv) the Sponsor Subscription Units issued by Keppel DC REIT to KDCIH amounts to approximately S$85.0 million based on the subscription price as stated in the Unit Subscription Agreement; and

(v) the aggregate value of the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements is S$478.3 million[1],

the value of the Proposed Transactions is approximately S$3,298.6 million, representing approximately 140.1% of the Keppel DC REIT Group's latest audited NTA[2].

As this value exceeds 5.0% of the Keppel DC REIT Group's latest audited NTA, the Proposed Transactions are subject to Unitholders' approval under Chapter 9 of the Listing Manual.

As at the Latest Practicable Date, Keppel DC REIT had entered into interested person transactions with the Sponsor group and its associates during the current financial year, amounting to approximately S$19.8 million (excluding the transactions which are the subject of this Circular) which is equivalent to approximately 0.8% of the latest audited NTA of Keppel DC REIT as at 31 December 2023.

The total interested person transactions which Keppel DC REIT has entered into during the current financial year (including with the Sponsor group) is S$19.8 million (excluding the transactions which are the subject of this Circular).

The approval of Unitholders is not being sought for these interested person transactions as none of the individual values nor the aggregate value of the transactions entered into in the current financial year ending 31 December 2024 (excluding the transactions which are the subject of this Circular in respect of which Unitholders' approval is being sought) were more than or equal to 5.0% of the group's NTA. For the avoidance of doubt, these interested person transactions which are not being approved by Unitholders will continue to be the subject of aggregation for purposes of Chapter 9 of the Listing Manual.

9.2.8 Requirement for Unitholders' Approval under Paragraph 5 of the Property Funds Appendix for the Proposed Shares and Notes Transactions

Paragraph 5 of the Property Funds Appendix also imposes a requirement for Unitholders' approval for an interested party transaction by Keppel DC REIT whose value exceeds 5.0% of Keppel DC REIT's latest audited NAV.

1 The aggregate value of the New KDC SGP 1 Agreements (S$316.5 million) and the New KDC SGP 2 Agreements (S$161.8 million) is an estimate and is for illustrative purposes only. The actual value of the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements may be higher or lower depending on the respective EBITDA amounts for each financial year. For the avoidance of doubt, notwithstanding that the actual value may exceed the estimated amount, no further approval from Unitholders is required. "**EBITDA**" refers to earnings before interest, taxes, depreciation, and amortisation.

2 It is not meaningful to provide an estimate as to the aggregate value of the payments made pursuant to the KDC SGP 9 Sub-Lease Agreement as such amount is based on the actual costs, including, among others, electricity usage and electricity rates. In any event, the value of the other transactions already exceeds 5% of the Keppel DC REIT Group's latest audited NTA.

Based on the Keppel DC REIT Audited Financial Statements, the NAV of Keppel DC REIT was S$2,354.0 million as at 31 December 2023. Accordingly, if the value of a transaction which is proposed to be entered into by Keppel DC REIT with an interested party is equal to or greater than S$117.7 million, such a transaction would be subject to Unitholders' approval.

The aggregate Purchase Consideration is S$1,030.2 million (without the Land Tenure Lease Extension) and S$1,380.2 million (with the Land Tenure Lease Extension), representing approximately 43.7% (without the Land Tenure Lease Extension) and 58.6% (with the Land Tenure Lease Extension) of Keppel DC REIT's latest audited NAV. As this value exceeds 5.0% of Keppel DC REIT's latest audited NAV, the Proposed Shares and Notes Transactions are subject to Unitholders' approval under the Property Funds Appendix.

9.3 Requirement for Unitholders' Approval for the Proposed New Units Issuances, pursuant to Rules 805(1), 811(3) and 812(2) of the Listing Manual

The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Sponsor Subscription Units (representing approximately 2.4% of the total number of issued Units as at the Latest Practicable Date[1]), at an issue price of S$2.090 per Sponsor Subscription Unit, pursuant to Rule 805(1) and Rule 811(3) of the Listing Manual. The issue price is equal to that of the issue of New Units issued pursuant to the placement of New Units under the Equity Fund Raising.

As at the Latest Practicable Date, KDCIH is regarded as a Substantial Unitholder of Keppel DC REIT and a Substantial Shareholder of the REIT Manager.

As such, pursuant to Rule 812(2) of the Listing Manual, Unitholders' approval by way of an Ordinary Resolution is required for the issuance of Sponsor Subscription Units to KDCIH under the Unit Subscription Agreement.

In addition, in light of the New Units to be issued under the Equity Fund Raising, the existing general mandate for the issuance of Units may not be sufficient for the issuance of the Acquisition Fee Units. The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Acquisition Fee Units to the REIT Manager (representing approximately 0.3% of the total number of issued Units as at the Latest Practicable Date[2]) following Completion of the Proposed Shares and Notes Transaction.

The terms for the issuance of the Acquisition Fee Units are set out in the Trust Deed and have been deemed approved since the initial public offering of Keppel DC REIT. In addition, the Property Funds Appendix requires acquisition fees to be paid in the form of Units for an interested party transaction. Accordingly, the approval sought pursuant to this Resolution 2 in connection with the Acquisition Fee Units relates only to the Unit issue mandate for the issuance of the Acquisition Fee Units.

9.4 Advice of the IFA

The REIT Manager has appointed CLSA Singapore Pte Ltd as the IFA pursuant to Rule 921(4)(a) of the Listing Manual, and to advise the Independent Directors and the Audit and Risk Committee and the REIT Trustee in relation to the each of the Proposed Transactions.

---

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

2 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

A copy of the letter from the IFA to the Independent Directors, members of the Audit and Risk Committee and the REIT Trustee (the "**IFA Letter**"), containing its advice in full, is set out in **Appendix D** of this Circular and Unitholders are advised to read the IFA Letter carefully.

Having considered the various points set out in the IFA Letter in relation to the Proposed Transactions, and the information available to it as at the Latest Practicable Date, the IFA is of the opinion that each of the Proposed Transactions is on normal commercial terms and is not prejudicial to the interests of Keppel DC REIT and its minority Unitholders.

9.5 Interests of Directors and Substantial Unitholders

As at the Latest Practicable Date, certain Directors hold Units. Further details of the interests in Units of Directors and Substantial Unitholders are set below.

Based on the Register of Directors' Unitholdings maintained by the REIT Manager and save as disclosed in the table below, none of the Directors holds a direct or deemed interest in the Units as at the Latest Practicable Date:

Name of Directors	Direct Interest		Deemed Interest		Total No. of Units held	%(1)
	No. of Units	%	No. of Units	%		
Christina Tan	55,250	0.0032	–	–	55,250	0.0032
Kenny Kwan	41,300	0.0024	–	–	41,300	0.0024
Yeo Siew Eng	14,500	0.0008	–	–	14,500	0.0008
Low Huan Ping	42,800	0.0025	–	–	42,800	0.0025
Chua Soon Ghee	14,200	0.0008	–	–	14,200	0.0008
Andrew Tan	4,300	0.0002	–	–	4,300	0.0002
Thomas Pang	164,188	0.0095	–	–	164,188	0.0095

Note:

(1) The percentage is based on 1,725,733,299 Units in issue as at the Latest Practicable Date.

The table below sets out the interest in Sponsor Shares which are held by the Directors.

Name of Directors	Direct Interest		Deemed Interest		Total No. of Sponsor Shares held	%(1)	No. of Outstanding Sponsor Share Options	Contingent Award of Sponsor Shares	
	No. of Sponsor Shares	%(1)	No. of Sponsor Shares	%(1)				Sponsor Performance Share Plan	Sponsor Restricted Share Plan
Christina Tan	1,990,372	0.1102	Nil	–	1,990,372	0.1102	Nil	1,106,450	240,462
Kenny Kwan	10,000	–	Nil	–	10,000	–	Nil	Nil	Nil
Yeo Siew Eng	Nil	–	Nil	–	Nil	–	Nil	Nil	Nil
Low Huan Ping	27,000	–	Nil	–	27,000	–	Nil	Nil	Nil
Chua Soon Ghee	Nil	–	Nil	–	Nil	–	Nil	Nil	Nil
Andrew Tan	Nil	–	Nil	–	Nil	–	Nil	Nil	Nil
Thomas Pang	974,579	0.0540	Nil	–	974,579	0.0540	Nil	580,400	104,965

Note:

(1) The percentage is based on 1,806,085,836 Sponsor Shares (excluding treasury shares of 14,471,931 of the Sponsor) as at the Latest Practicable Date.

Based on information available to the REIT Manager, the Substantial Unitholders of Keppel DC REIT and their interests in the Units as at the Latest Practicable Date are as follows:

Name of Substantial Unitholders	Direct Interest		Deemed Interest		Total No. of Units held	%[1]
	No. of Units	%[1]	No. of Units	%[1]		
Temasek[2]	–	–	367,629,706	21.303	367,629,706	21.303
The Sponsor[3]	–	–	352,540,111	20.428	352,540,111	20.428
Keppel T&T[4]	–	–	336,131,978	19.478	336,131,978	19.478
KDCIH	336,131,978	19.478	–	–	336,131,978	19.478

Notes:

(1) The percentage is based on 1,725,733,299 Units in issue as at the Latest Practicable Date.

(2) Temasek's deemed interest arises from the deemed interest held by the Sponsor and other subsidiaries and associated companies of Temasek.

(3) The Sponsor's deemed interest arises from its shareholdings in (i) KDCIH, a wholly-owned subsidiary of Keppel T&T, which is in turn a wholly owned subsidiary of the Sponsor and (ii) Keppel DC REIT Management Pte. Ltd., a wholly-owned subsidiary of Keppel Capital Holdings Pte. Ltd., which is in turn a subsidiary of the Sponsor.

(4) Keppel T&T's deemed interest arises from its shareholding in KDCIH, a wholly owned subsidiary of Keppel T&T.

Save as disclosed in this Circular and based on information available to the REIT Manager as at the Latest Practicable Date, none of the Directors or the Substantial Unitholders has an interest, direct or indirect, in the Proposed Transactions.

9.6 Directors' service contracts

No person is proposed to be appointed as a director of the REIT Manager in connection with the Proposed Transactions or any other transactions contemplated in relation to the Proposed Transactions.

10. RECOMMENDATIONS

10.1 The Proposed Shares and Notes Transactions, and the proposed entry into the Relevant Agreements (Resolution 1)

Based on the advice of the IFA (as set out in the IFA Letter in **Appendix D** of this Circular) and the rationale and benefits of for the Proposed Shares and Notes Transactions as set out in this Circular, the Independent Directors and the Audit and Risk Committee are of the opinion that the Proposed Shares and Notes Transactions and proposed entry into the Relevant Agreements are on normal commercial terms and are not prejudicial to the interests of Keppel DC REIT and its minority Unitholders.

Accordingly, the Independent Directors recommend that Unitholders vote at the EGM in favour of Resolution 1 to approve the Proposed Shares and Notes Transactions and proposed entry into the Relevant Agreements.

10.2 The proposed issuance of (i) Sponsor Subscription Units 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 (Resolution 2)

Based on the advice of the IFA (as set out in the IFA Letter in **Appendix D** of this Circular), the Independent Directors and the Audit and Risk Committee are of the opinion that the Proposed New Units Issuances are on normal commercial terms and are not prejudicial to the interests of Keppel DC REIT and its minority Unitholders.

Accordingly, the Independent Directors recommend that Unitholders vote at the EGM in favour of Resolution 2 to approve the Proposed New Units Issuances.

10.3 The proposed New KDC SGP 1 Agreements (Resolution 3)

Based on the advice of the IFA (as set out in the IFA Letter in **Appendix D** of this Circular) and the rationale and benefits of for the proposed New KDC SGP 1 Agreements as set out in this Circular, the Independent Directors and the Audit and Risk Committee are of the opinion that the proposed New KDC SGP 1 Agreements are on normal commercial terms and are not prejudicial to the interests of Keppel DC REIT and its minority Unitholders.

Accordingly, the Independent Directors recommend that Unitholders vote at the EGM in favour of Resolution 3 to approve the proposed New KDC SGP 1 Agreements.

10.4 The proposed New KDC SGP 2 Agreements (Resolution 4)

Based on the advice of the IFA (as set out in the IFA Letter in **Appendix D** of this Circular) and the rationale and benefits of for the proposed New KDC SGP 2 Agreements as set out in this Circular, the Independent Directors and the Audit and Risk Committee are of the opinion that the proposed New KDC SGP 2 Agreements are on normal commercial terms and are not prejudicial to the interests of Keppel DC REIT and its minority Unitholders.

Accordingly, the Independent Directors recommend that Unitholders vote at the EGM in favour of Resolution 4 to approve the proposed New KDC SGP 2 Agreements.

11. EXTRAORDINARY GENERAL MEETING

The EGM will be held in **a wholly physical format** on Friday, 20 December 2024 at 4.30 p.m. (Singapore time) at Suntec Singapore Convention and Exhibition Centre, Room 324-326, Level 3, 1 Raffles Boulevard Suntec City, Singapore 039593, for the purpose of considering and, if thought fit, passing with or without modification, the Resolutions set out in the Notice of EGM, which is set out on pages E-1 to E-7 of this Circular.

The purpose of this Circular is to provide Unitholders with relevant information about the Resolutions. Approval by way of an Ordinary Resolution is required in respect of each of the Resolutions.

A Depositor shall not be regarded as a Unitholder entitled to attend the EGM and to speak and vote thereat unless he is shown to have Units entered against his name in the Depository Register, as certified by The Central Depository (Pte) Limited ("**CDP**") as at 72 hours before the time fixed for the EGM.

As the resolutions proposed are interested person transactions, for the purposes of good corporate governance, Mr Kenny Kwan (Lead Independent Director and Chairman of the Nominating and Remuneration Committee) will be the Chairman of the EGM.

12. ABSTENTIONS FROM VOTING

12.1 Resolution 1: The Proposed Shares and Notes Transactions, and the proposed entry into the Relevant Agreements

For the reasons stated in paragraph 9.2 of the Letter to Unitholders, the Sponsor and Temasek are each a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager.

Rule 919 of the Listing Manual prohibits interested persons and their associates from voting, or accepting appointments as proxies, on a resolution in relation to a matter in respect of which such persons are interested in the EGM, unless specific instructions as to voting are given.

The Sponsor, Temasek and their associates will abstain from voting on Resolution 1.

For purposes of good corporate governance, as Ms Christina Tan is Chief Executive Officer, Fund Management and Chief Investment Officer, of the Sponsor, and Mr Thomas Pang is the Senior Managing Director in the CEO's Office, Keppel, they will abstain from voting on Resolution 1 in respect of the Units (if any) held by them.

12.2 Resolution 2: The proposed issuance of (i) Sponsor Subscription Units 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

For the reasons stated in paragraph 9.2 of the Letter to Unitholders, the Sponsor and Temasek are each a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager.

Rule 919 of the Listing Manual prohibits interested persons and their associates from voting, or accepting appointments as proxies, on a resolution in relation to a matter in respect of which such persons are interested in the EGM, unless specific instructions as to voting are given.

As at the Latest Practicable Date, KDCIH is regarded as a Substantial Unitholder of Keppel DC REIT and a Substantial Shareholder of the REIT Manager.

The Sponsor, Temasek and their associates will abstain from voting on Resolution 2.

For purposes of good corporate governance, as Ms Christina Tan is Chief Executive Officer, Fund Management and Chief Investment Officer, of the Sponsor, and Mr Thomas Pang is the Senior Managing Director in the CEO's Office, Keppel, they will abstain from voting on Resolution 2 in respect of the Units (if any) held by them.

12.3 Resolution 3: The proposed New KDC SGP 1 Agreements

For the reasons stated in paragraph 9.2 of the Letter to Unitholders, the Sponsor and Temasek are each a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager.

Rule 919 of the Listing Manual prohibits interested persons and their associates from voting, or accepting appointments as proxies, on a resolution in relation to a matter in respect of which such persons are interested in the EGM, unless specific instructions as to voting are given.

The Sponsor, Temasek and their associates will abstain from voting on Resolution 3.

For purposes of good corporate governance, as Ms Christina Tan is Chief Executive Officer, Fund Management and Chief Investment Officer, of the Sponsor, and Mr Thomas Pang is the Senior Managing Director in the CEO's Office, Keppel, they will abstain from voting on Resolution 3 in respect of the Units (if any) held by them.

12.4 Resolution 4: The proposed New KDC SGP 2 Agreements

For the reasons stated in paragraph 9.2 of the Letter to Unitholders, the Sponsor and Temasek are each a Controlling Unitholder of Keppel DC REIT and a Controlling Shareholder of the REIT Manager.

Rule 919 of the Listing Manual prohibits interested persons and their associates from voting, or accepting appointments as proxies, on a resolution in relation to a matter in respect of which such persons are interested in the EGM, unless specific instructions as to voting are given.

The Sponsor, Temasek and their associates will abstain from voting on Resolution 4.

For purposes of good corporate governance, as Ms Christina Tan is Chief Executive Officer, Fund Management and Chief Investment Officer, of the Sponsor, and Mr Thomas Pang is the Senior Managing Director in the CEO's Office, Keppel, they will abstain from voting on Resolution 4 in respect of the Units (if any) held by them.

13. ACTION TO BE TAKEN BY UNITHOLDERS

Unitholders will find enclosed in this Circular the Notice of EGM and a Proxy Form.

If a Unitholder is unable to attend the EGM and wishes to appoint a proxy to attend and vote on his behalf, he should complete, sign and return the enclosed Proxy Form in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Unit Registrar's office, at 1 HarbourFront Avenue, #14-07 Keppel Bay Tower, Singapore 098632 not later than 4.30 p.m. on Tuesday, 17 December 2024, being 72 hours before the time fixed for the EGM.

The completion and return of the Proxy Form by a Unitholder will not prevent him from attending and voting in person at the EGM if he so wishes.

Persons who have an interest in the approval of the resolutions must decline to accept appointment as proxies unless the Unitholder concerned has specific instructions in his Proxy Form as to the manner in which his votes are to be cast in respect of such resolution.

If a Unitholder (being an independent Unitholder) wishes to appoint any of the Directors as his/her proxy/proxies for the EGM, he/she should give specific instructions in his/her Proxy Form as to the manner in which his/her vote is to be cast in respect of the resolution. In the absence of specific directions in respect of a resolution, any appointment of the Chairman of the EGM as proxy for that resolution will be treated as invalid.

14. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Transactions, Keppel DC REIT and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

15. CONSENTS

Each of the IFA (being CLSA Singapore Pte Ltd), the Independent Valuers (being Knight Frank and Savills), and the independent market research consultant, DC Byte, has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and, respectively, the IFA Letter, the valuation certificates and all references thereto, in the form and context in which they are included in this Circular.

16. DOCUMENTS ON DISPLAY

Copies of the following documents are available for inspection by appointment during normal business hours at the registered office of the REIT Manager[1] at 1 HarbourFront Avenue, #18-01 Keppel Bay Tower, Singapore 098632 from the date of this Circular up to and including the date falling three months after the date of this Circular:

(i) the Master Agreement;

(ii) the Note Subscription Agreement;

(iii) the agreed form of the Shareholders' Agreement;

(iv) the agreed form of the KDC SGP 7 and 8 MLA;

(v) the agreed form of the KDC SGP 7 and 8 FMA;

(vi) the agreed form of the Business Transfer Agreement;

(vii) the Letter Agreement (which includes the forms of the Property Related Agreements);

(viii) the KDC SGP 9 Sub-Lease Agreement;

(ix) the Unit Subscription Agreement;

(x) the agreed form of the New KDC SGP 1 MLA;

(xi) the agreed form of the New KDC SGP 1 FMA;

(xii) the agreed form of the New KDC SGP 2 MLA;

1 Prior appointment with the REIT Manager (telephone: +65 6803 1818) will be appreciated.

(xiii) the agreed form of the New KDC SGP 2 FMA;

(xiv) the independent valuation reports on KDC SGP 7 and KDC SGP 8 issued by each of Knight Frank and Savills;

(xv) the independent market research report issued by DC Byte;

(xvi) the IFA Letter;

(xvii) the Keppel DC REIT Audited Financial Statements; and

(xviii) the written consents of each of the IFA, the Independent Valuers, and DC Byte as the independent market research consultant.

The Trust Deed will also be available for inspection at the registered office of the REIT Manager for so long as Keppel DC REIT is in existence.

Yours faithfully

Keppel DC REIT Management Pte. Ltd.
(as manager of Keppel DC REIT)
(UEN: 199508930C)

Ms Christina Tan
Chairman and Non-Executive Director

IMPORTANT NOTICE

The value of Units and the income derived from them may fall as well as rise. Units are not obligations of, deposits in, or guaranteed by, the REIT Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested.

Investors have no right to request the REIT Manager to redeem their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

The past performance of Keppel DC REIT is not necessarily indicative of the future performance of Keppel DC REIT.

This Circular may contain forward-looking statements that involve risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from similar developments, shifts in expected levels of property rental income, changes in operating expenses (including employee wages, benefits and training costs), property expenses and governmental and public policy changes. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the REIT Manager's current view of future events.

If you have sold or transferred all your Units, you should immediately forward this Circular, together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

GLOSSARY

In this Circular, the following definitions apply throughout unless otherwise stated:

%	:	Per centum or percentage
1H2024	:	The six-month period ended 30 June 2024
Acquisition Fee	:	The acquisition fee payable in Units to the REIT Manager pursuant to the Trust Deed for the Proposed Shares and Notes Transactions
Acquisition Fee Units	:	The Units payable to the REIT Manager as the Acquisition Fee pursuant to the Trust Deed for the Proposed Shares and Notes Transactions
ADCF1	:	ADCF C Private Limited. It is an Existing Noteholder. As it is a fund managed by a subsidiary of the Sponsor, it is an interested person
ADCF2	:	ADC Geras Pte. Ltd.. It is an Existing Noteholder. As it is a fund managed by a subsidiary of the Sponsor, it is an interested person
ADCF3	:	Alpha DC Fund Private Limited. It is an Existing Noteholder. As it is a fund managed by a subsidiary of the Sponsor, it is an interested person
Agreed KDC SGP 7 and 8 Value	:	The agreed aggregated property value of KDC SGP 7 and KDC SGP 8
Aggregate Leverage	:	As defined in the Property Funds Appendix, the ratio of Keppel DC REIT's borrowings and deferred payments (including deferred payments for assets whether to be settled in cash or Units) to the value of its deposited property
AI	:	Artificial-intelligence
APAC	:	Asia Pacific
associate	:	For the purposes of the Listing Manual, in the case of a company and in relation to a controlling shareholder (being a company), an "**associate**" means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more For the purposes of the Property Funds Appendix, in relation to the controlling unitholder of the REIT, an "**associate**" means any other company which is its subsidiary or holding company, or is a subsidiary of such holding company, or one in the equity of which it or such other company or companies taken together (directly or indirectly) have an interest of 30% or more

Audit and Risk Committee	:	Audit and risk committee of the REIT Manager
AUM	:	Assets under management
BCA	:	Building and Construction Authority
Business Transfer Agreement	:	The business transfer agreement to be entered into between Memphis 1 and K3
Call Option	:	The call option granted to the Purchaser to require Keppel Griffin to sell the remaining 51.0% of the Memphis 1 Shares to the Purchaser which can be exercised upon satisfaction of the Call Option Condition
Call Option Condition	:	The condition which, upon satisfaction, would allow the Call Option to be granted to the Purchaser to require Keppel Griffin to sell the remaining 51.0% of the Memphis 1 Shares to the Purchaser, such condition being the written consent of JTC to the sale and transfer of the Memphis 1 Shares on terms and conditions which are satisfactory to Keppel Griffin and the Purchaser (each acting reasonably and in good faith) being obtained
Call Option Property Price Without Lease Extension	:	The "**Call Option Property Price Without Lease Extension**" means the lower of: (i) A + B; and (ii) C; where: "**A**" is the Agreed KDC SGP 7 and 8 Value; "**B**" is any JTC Land Premium paid by Memphis 1 in respect of KDC SGP 7 and KDC SGP 8 (pro-rated based on the remaining leasehold tenure compared to the leasehold tenure at the time of payment of such JTC Land Premium); and "**C**" is, subject to prevailing laws and regulations that the REIT Manager and the REIT Trustee obtain two independent valuations of KDC SGP 7 and KDC SGP 8, the average of two independent valuations of KDC SGP 7 and KDC SGP 8 obtained by the REIT Manager and the REIT Trustee (which takes into account any JTC Land Premium paid in respect of KDC SGP 7 and KDC SGP 8) with a valuation date not earlier than six months prior to the exercise of the Call Option
Capex Reserves	:	Capital expenditure set aside for certain properties
CDP	:	The Central Depository (Pte) Limited

Circular	:	This circular to Unitholders dated 5 December 2024
Completion	:	Completion of the Proposed Shares and Notes Transactions
Completion Date	:	The date of Completion
Contingency Income Support	:	The contingency income support which is payable if any remaining data halls which are undergoing fit-out is not "ready for service" in accordance with the deadline as set out with the customers and such delay is due solely to fault by the main contractor and/or Memphis 1
Controlling Shareholder	:	For the purposes of the Listing Manual, a person who: (a) holds directly or indirectly 15.0% or more of the total voting rights in the company. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or (b) in fact exercises control over a company
Controlling Unitholder	:	For the purposes of the Property Funds Appendix, a person who: (a) holds directly or indirectly, 15.0% or more of the nominal amount of all voting units in Keppel DC REIT. The SGX-ST or the MAS may determine that such a person is not a controlling Unitholder; or (b) in fact exercises control over Keppel DC REIT
CPI SPV Seller	:	TPM Pte. Ltd.. It is an Existing Memphis Shareholder. As it is directly wholly owned by TPPL, which is directly wholly owned by CPIPL, it is an interested person
CPIPL	:	Cuscaden Peak Investments Private Limited. It is an indirect subsidiary of Temasek, and indirectly wholly owns each of CPI SPV Seller and Times Genting
DC Byte	:	DC Byte Asia Pte. Ltd.. It is the independent market research consultant
Directors	:	Directors of the REIT Manager
DPU	:	Distribution per Unit
EBITDA	:	Earnings before interest, taxes, depreciation, and amortisation
EGM	:	Extraordinary general meeting
Enlarged Portfolio	:	The Existing Portfolio together with KDC SGP 7 and KDC SGP 8

entity at risk	:	According to Rule 904(2)(a) of the Listing Manual, an entity at risk includes the issuer According to Rule 904(2)(b) of the Listing Manual, an "entity at risk" includes a subsidiary of the issuer that is not listed on the SGX-ST or an approved exchange According to Rule 904(2)(c) of the Listing Manual, an "entity at risk" includes an associated company of the issuer that is not listed on the SGX-ST or an approved exchange, provided that the listed group, or the listed group and its interested person(s), has control over the associated company
Equity Fund Raising	:	The equity fund raising comprising a fully underwritten private placement and preferential offering, as well as the Sponsor Subscription
Existing KDC SGP 1 Agreements	:	The Existing KDC SGP 1 FMA and the Existing KDC SGP 1 MLA
Existing KDC SGP 1 FMA	:	The facility management agreement dated 12 December 2014 in respect of KDC SGP 1 which was entered into between the REIT Trustee and the KDC SGP 1 Facility Manager. It is in relation to Resolution 3
Existing KDC SGP 1 MLA	:	The master lease agreement dated 12 December 2014 in respect of KDC SGP 1 which was entered between the REIT Trustee and the KDC SGP 1 Master Lessee. It is in relation to Resolution 3
Existing KDC SGP 2 Agreements	:	The Existing KDC SGP 2 FMA and the Existing KDC SGP 2 MLA
Existing KDC SGP 2 FMA	:	The facility management agreement dated 12 December 2014 in respect of KDC SGP 2 which was entered into between the REIT Trustee and the KDC SGP 2 Facility Manager. It is in relation to Resolution 4
Existing KDC SGP 2 MLA	:	The master lease agreement dated 12 December 2014 in respect of KDC SGP 2 which was entered between the REIT Trustee and the KDC SGP 2 Master Lessee. It is in relation to Resolution 4
Existing Memphis Shareholders	:	CPI SPV Seller, KDCH SPV Seller and Keppel Griffin
Existing Notes	:	Existing Notes 1 and Existing Notes 2
Existing Notes 1	:	The notes issued by Memphis 1 which are tied to the performance of KDC SGP 7
Existing Notes 2	:	The notes issued by Memphis 1 which are tied to the performance of KDC SGP 8
Existing Noteholders	:	ADCF1, ADCF2, ADCF3, K6 and Times Genting
Existing Portfolio	:	Keppel DC REIT's existing portfolio as at 30 September 2024

FY2023	:	The financial year ended 31 December 2023
GFA	:	Gross floor area
IFA	:	Independent financial adviser pursuant to Rule 921(4)(a) of the Listing Manual as well as to the Independent Directors, the Audit and Risk Committee and the REIT Trustee
IFA Letter	:	The letter from the IFA to the Independent Directors and members of the Audit and Risk Committee and the REIT Trustee
Income Support	:	The Lump-Sum Income Support and the Contingency Income Support
Independent Directors	:	Independent directors of the REIT Manager
Independent Valuers	:	Knight Frank and Savills
IRAS	:	Inland Revenue Authority of Singapore
JTC	:	JTC Corporation
JTC Land Premium	:	Upfront land premium or land premium, in both instances being a lump sum payment charged or imposed by JTC based on land rent in respect of the initial leasehold term or (as the case may be) the Land Tenure Lease Extension, and shall include upfront land premium charged or imposed by JTC arising from the conversion from the existing land rent scheme to the upfront land premium scheme
K3	:	Keppel DCS3 Services Pte. Ltd.. It is the master lessee under the KDC SGP 7 and 8 MLA and the facility manager under the KDC SGP 7 and 8 FMA. As it is indirectly wholly owned by the Sponsor, it is an interested person
K6	:	Keppel DC Singapore 6 Pte. Ltd.. It is an Existing Noteholder. As it is a subsidiary of the Sponsor, it is an interested person
KDC SGP 1	:	Keppel DC Singapore 1, which is the subject of Resolution 3
KDC SGP 1 Contracts	:	Any tenancies, leases, licences, colocation agreements or occupation agreements with the customers in respect of KDC SGP 1
KDC SGP 1 EBITDA Amount	:	The EBITDA amount for each financial year computed in accordance with the terms of the New KDC SGP 1 MLA
KDC SGP 1 Facility Manager	:	Keppel DC Singapore 1 Ltd.. It is the facility manager under the New KDC SGP 1 FMA. As it is an indirect wholly owned subsidiary of the Sponsor, it is an interested person
KDC SGP 1 Fixed Rent	:	The total fixed rent for each year which the KDC SGP 1 Master Lessee is required to pay on a quarterly basis under the New KDC SGP 1 MLA

KDC SGP 1 Master Lessee	:	Keppel DC Singapore 1 Ltd.. It is the master lessee under the New KDC SGP 1 MLA. As it is an indirect wholly owned subsidiary of the Sponsor, it is an interested person
KDC SGP 1 Variable Rent	:	The total variable rent in respect of each financial year which the KDC SGP 1 Master Lessee is required to pay on a quarterly basis under the New KDC SGP 1 MLA
KDC SGP 2	:	Keppel DC Singapore 2, which is the subject of Resolution 4
KDC SGP 2 Contracts	:	Any tenancies, leases, licences, colocation agreements or occupation agreements with the customers in respect of KDC SGP 2
KDC SGP 2 EBITDA Amount	:	The EBITDA amount for each financial year computed in accordance with the terms of the New KDC SGP 2 MLA
KDC SGP 2 Facility Manager	:	Keppel DC Singapore 2 Pte. Ltd.. It is the facility manager under the New KDC SGP 2 FMA. As it is an indirect wholly owned subsidiary of the Sponsor, it is an interested person
KDC SGP 2 Fixed Rent	:	The total fixed rent for each year which the KDC SGP 2 Master Lessee is required to pay on a quarterly basis under the New KDC SGP 2 MLA
KDC SGP 2 Master Lessee	:	Keppel DC Singapore 2 Pte. Ltd.. It is the master lessee under the New KDC SGP 2 MLA. As it is an indirect wholly owned subsidiary of the Sponsor, it is an interested person
KDC SGP 2 Variable Rent	:	The total variable rent in respect of each financial year which the KDC SGP 2 Master Lessee is required to pay on a quarterly basis under the New KDC SGP 2 MLA
KDC SGP 7	:	Keppel DC Singapore 7, which is the subject of Resolution 1
KDC SGP 7 and 8 Capex Reserves	:	The capital expenditure reserves for each of KDC SGP 7 and KDC SGP 8 set aside from the distributable income each year
KDC SGP 7 and 8 Contracts	:	Any tenancies, leases, licences, colocation agreements or occupation agreements with the customers in respect of KDC SGP 7 and KDC SGP 8
KDC SGP 7 and 8 EBITDA Amount	:	The EBITDA amount for each financial year computed in accordance with the terms of the KDC SGP 7 and 8 MLA
KDC SGP 7 and 8 Fixed Rent	:	The total fixed rent for each year which K3 is required to pay on a quarterly basis under the KDC SGP 7 and 8 MLA
KDC SGP 7 and 8 FMA	:	The facility management agreement to be entered into between Memphis 1 and K3, under which K3 will be appointed as facility manager, in respect of KDC SGP 7 and KDC SGP 8. It is an interested person transaction proposed to be entered into under Resolution 1

KDC SGP 7 and 8 MLA	:	The master lease agreement to be entered into between Memphis 1 and K3. It is an interested person transaction proposed to be entered into under Resolution 1
KDC SGP 7 and 8 Variable Rent	:	The total variable rent in respect of each financial year which K3 is required to pay on a quarterly basis under the KDC SGP 7 and 8 MLA
KDC SGP 8	:	Keppel DC Singapore 8, which is the subject of Resolution 1
KDC SGP 9	:	Planned third data centre to be developed on the Property
KDC SGP 9 Entity	:	Memphis 2 (DC2) Pte. Ltd.. It is the lessee under the KDC SGP 9 Sub-Lease Agreement. As it is a fund managed by a subsidiary of the Sponsor, it is an interested person
KDC SGP 9 Sub-Lease	:	The sub-lease created pursuant to the KDC SGP 9 Sub-Lease Agreement
KDC SGP 9 Sub-Lease Agreement	:	The sub-lease agreement in respect of KDC SGP 9 entered into between Memphis 1 (as lessor) and KDC SGP 9 Entity (as lessee)
KDCH	:	Keppel Data Centres Holding Pte. Ltd.. It is a wholly owned subsidiary of the Sponsor
KDCH SPV Seller	:	Geras DC Pte. Ltd.. It is an Existing Memphis Shareholder. As it is a subsidiary of the Sponsor, it is an interested person
KDCIH	:	Keppel DC Investment Holdings Pte. Ltd.. It will subscribe for the Sponsor Subscription Units under the Unit Subscription Agreement. As it is a wholly owned subsidiary of the Sponsor, it is an interested person
Keppel DC REIT Audited Financial Statements	:	The audited financial statements of Keppel DC REIT for FY2023
Keppel DC REIT Group	:	Keppel DC REIT and its subsidiaries. The Keppel DC REIT Group's net profits and NTA are used in the relevant calculations under Chapter 10 and Chapter 9 of the Listing Manual respectively
Keppel Griffin	:	Keppel Griffin Pte. Ltd.. It is an Existing Memphis Shareholder. As it is a subsidiary of the Sponsor, it is an interested person
Keppel T&T	:	Keppel Telecommunications & Transportation Ltd.. It is a wholly owned subsidiary of the Sponsor
Knight Frank	:	Knight Frank Pte Ltd. It is an Independent Valuer
kW	:	kilowatts
Land Tenure Lease Extension	:	The extension of the land tenure of the Property for another 10 years (until 15 July 2050) (whether comprised in one or more options to renew)
Latest Practicable Date	:	25 November 2024

Lease Extension Consideration	:	In the event that the land tenure of the Property is extended during the five-year period from the date of submission of the application to JTC for the Land Tenure Lease Extension, the additional amount of S$350.0 million which the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised)
Letter Agreement	:	The letter agreement entered into between the Purchaser, Keppel Griffin and K3, which contains the agreed forms of the Property Related Agreements
Listing Manual	:	The Listing Manual of the SGX-ST
Lump-Sum Income Support	:	An income support arrangement which the Seller Shareholders and the Existing Noteholders will provide as part of the terms for the Master Agreement
MAS	:	Monetary Authority of Singapore
Master Agreement	:	The conditional master agreement entered into by the Purchaser together with the Existing Memphis Shareholders and the Existing Noteholders
Memphis 1	:	Memphis 1 Pte. Ltd.. It is the target entity under the Master Agreement. Upon Completion, the balance 51.0% of Memphis 1 will continue to be held by Keppel Griffin, which is indirectly wholly owned by the Sponsor, thus it is an interested person
Memphis 1 Shares	:	Shares in Memphis 1
NAV	:	Net asset value
New Class A Notes	:	The first class of notes to be issued by Memphis 1 under the Note Subscription Agreement with the proceeds from the New Class A Notes to be used to redeem the Existing Notes
New Class A Notes Subscription Amount	:	The subscription amount of the New Class A Notes
New Class B Notes	:	The second class of notes to be issued by Memphis 1 under the Note Subscription Agreement with the proceeds from the New Class B Notes to be used to redeem the Existing Notes held by Existing Noteholders, repay external bank borrowings of Memphis 1, and fund the working capital and any potential future capital expenditure of Memphis 1
New Class B Notes REIT Subscription Amount	:	The subscription amount of the New Class B Notes which is paid for by the Purchaser and Keppel DC REIT, and excludes the amount attributable to Keppel Griffin
New KDC SGP 1 Agreements	:	The New KDC SGP 1 FMA and the New KDC SGP 1 MLA. Each of these is an interested person transaction proposed to be entered into under Resolution 3

New KDC SGP 1 FMA	:	A new facility management agreement relating to KDC SGP 1 which will be entered into between the REIT Trustee, the REIT Manager, and the KDC SGP 1 Facility Manager. It is an interested person transaction proposed to be entered into under Resolution 3
New KDC SGP 1 MLA	:	A new master lease agreement relating to KDC SGP 1 which will be entered into between the REIT Trustee and the KDC SGP 1 Master Lessee. It is an interested person transaction proposed to be entered into under Resolution 3
New KDC SGP 2 Agreements	:	The New KDC SGP 2 FMA and the New KDC SGP 2 MLA. Each of these is an interested person transaction proposed to be entered into under Resolution 4
New KDC SGP 2 FMA	:	A new facility management agreement relating to KDC SGP 2 which will be entered into between the REIT Trustee, the REIT Manager, and the KDC SGP 2 Facility Manager. It is an interested person transaction proposed to be entered into under Resolution 4
New KDC SGP 2 MLA	:	A new master lease agreement relating to KDC SGP 2 which will be entered into between the REIT Trustee and the KDC SGP 2 Master Lessee. It is an interested person transaction proposed to be entered into under Resolution 4
New Units	:	The Units issued under the Equity Fund Raising
Note Subscription Agreement	:	The conditional note subscription agreement which was entered into by the Purchaser together with Memphis 1 and Keppel Griffin, with Memphis 1 and the Purchaser and Keppel Griffin as the subscribers, for the Purchaser to subscribe to two new classes of notes to be issued by Memphis 1, being 100% of the New Class A Notes and 99.49% of the New Class B Notes
NTA	:	Net tangible assets
Ordinary Resolution	:	A resolution proposed and passed as such by a majority being greater than 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
Outstanding Fit-out Works	:	The fit-out works for the remaining data halls of KDC SGP 8 which are expected to complete by 1Q 2025
Property	:	The property located at 82 Genting Lane, Singapore 349567
Property Funds Appendix	:	Appendix 6 of the Code on Collective Investment Schemes
Property Related Agreements	:	The KDC SGP 7 and 8 MLA, the KDC SGP 7 and 8 FMA and the Business Transfer Agreement
Proposed New Units Issuances	:	The Sponsor Subscription and the proposed issuance of Acquisition Fee Units to the REIT Manager

Proposed Shares and Notes Transactions	:	The transactions pursuant to the Master Agreement and the Note Subscription Agreement
Proposed Transactions	:	The Proposed Shares and Notes Transactions, the proposed entry the Relevant Agreements, the Proposed New Units Issuances, and the proposed entry into the New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements
Purchaser	:	Perpetual (Asia) Limited (in its capacity as trustee of KDCR Singapore Sub-Trust 1)
Purchase Consideration	:	The purchase consideration for the Proposed Shares and Notes Transactions
REIT	:	Real estate investment trust
REIT Manager	:	Keppel DC REIT Management Pte. Ltd., as manager of Keppel DC REIT
REIT Trustee	:	Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT)
Relevant Adjusted Extension Price	:	The average of three valuations obtained by (i) Keppel Griffin, and the Existing Noteholders (ii) CPI SPV Seller and (iii) the REIT Manager, provided that if such amount is higher than the higher of the two valuations obtained by the REIT Manager and the REIT Trustee, the price shall be the higher of the two valuations obtained by the REIT Manager and the REIT Trustee
Relevant Agreements	:	The Shareholders' Agreement and the Property Related Agreements
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 (Ordinary Resolution)
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 (Ordinary Resolution)
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 (Ordinary Resolution)
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 (Ordinary Resolution)

Savills	:	Savills Valuation and Professional Services (S) Pte Ltd. It is an Independent Valuer
Seller Shareholders	:	KDCH SPV Seller and CPI SPV Seller
SGX-ST	:	Singapore Exchange Securities Trading Limited
Share Purchase Consideration	:	The estimated share purchase consideration payable to the Seller Shareholders by the Purchaser in connection with the acquisition of 49.0% of the Memphis 1 Shares, which is estimated to be S$3.6 million
Shareholders' Agreement	:	The new shareholder's agreement to be entered into between the Purchaser and Keppel Griffin as the new shareholders of Memphis 1
Shareholder's Agreement Reserved Matters	:	The matters which shall be considered a reserved matter which would require the prior written approval of all shareholders under the Shareholder's Agreement
Sponsor	:	Keppel Ltd.
Sponsor Shares	:	Shares in the Sponsor
Sponsor Subscription	:	The proposed issuance of Sponsor Subscription Units pursuant to the Unit Subscription Agreement
Sponsor Subscription Units	:	The Units to be issued to KDCIH under the Sponsor Subscription
sq ft	:	Square feet
Sub-Lease Premises	:	The portion of the land which forms the KDC SGP 9 Sub-Lease
Substantial Shareholder	:	A person who has an interest or interests in one or more voting shares (excluding treasury shares) in the corporation, and the total votes attached to that share, or those shares, is not less than 5% of the total votes attached to all the voting shares (excluding treasury shares) in the corporation
Substantial Unitholder	:	A person with an interest in Units constituting not less than 5.0% of all Units in issue
Temasek	:	Temasek Holdings (Private) Limited
Times Genting	:	Times Genting Pte. Ltd.. It is an Existing Noteholder. As it is directly wholly owned by TPPL, which is directly wholly owned by CPIPL, it is an interested person
TOP	:	Temporary Occupation Permit
Total Acquisition Cost	:	The acquisition cost for the Proposed Shares and Notes Transactions which is estimated to be approximately S$1,066.8 million (excluding the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised)). Please refer to paragraph 2.14 of the Letter to Unitholders for further details

TPPL	:	Times Properties Private Limited. It is an indirect subsidiary of Temasek, and directly wholly owns each of CPI SPV Seller and Times Genting
Trust Deed	:	The trust deed dated 17 March 2011 constituting Keppel DC REIT (as amended or supplemented from time to time)
Unit Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd.
Unit Subscription Agreement	:	The subscription agreement entered into between the REIT Manager and KDCIH, under which KDCIH will subscribe for S$85.0 million of Units and the REIT Manager will issue the same to KDCIH
Units	:	Units in Keppel DC REIT
Unitholders	:	Holders of units in Keppel DC REIT
WALE	:	Weighted average lease expiry
W&I Claim	:	Claims made by the Purchaser against (a) the Seller Shareholders under the Master Agreement for breach of any of the Seller Shareholders' warranties or any claims under the Seller Shareholders' indemnities and (b) Memphis 1 under the Note Subscription Agreement for breach of any of Memphis 1's warranties or any claims under Memphis 1's indemnities
W&I Policy	:	The warranty and indemnity insurance policy obtained by the Purchaser under the Master Agreement

The terms "**Depositor**" and "**Depository Register**" shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act 2001 of Singapore.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

Any reference in this Circular to any enactment is a reference to that enactment for the time being amended or re-enacted.

Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded to one decimal place.

This page has been intentionally left blank.

DETAILS OF KDC SGP 7 AND KDC SGP 8, THE EXISTING PORTFOLIO AND THE ENLARGED PORTFOLIO

1. KDC SGP 7 AND KDC SGP 8

Two data centres, KDC SGP 7 and KDC SGP 8, are located on the Property.

KDC SGP 7 is a purpose-built, carrier-neutral data centre. KDC SGP 7 received its TOP on 6 March 2023 and is fully contracted and occupied on a colocation basis. Built to Tier III-equivalent specifications[1], KDC SGP 7 is a seven-storey data centre with a GFA of approximately 186,608 sq ft.

KDC SGP 8 is a purpose-built, carrier-neutral data centre. KDC SGP 8 received its TOP on 23 August 2024 and is fully contracted. It is currently partially fitted and occupied on a colocation basis. The remaining data halls are undergoing fit-out which is expected to complete by 1Q 2025, with the data centre expected to be fully occupied by 3Q 2025. Built to Tier III-equivalent specifications, KDC SGP 8 is a six-storey data centre with a GFA of approximately 290,041 sq ft.

Both KDC SGP 7 and KDC SGP 8 have achieved the BCA Green Mark Platinum Award for New Data Centres (NDC: 2019), which is the highest green accolade for new data centre developments.

There is also a planned third data centre, KDC SGP 9, to be developed on the Property. Prior to the entry into the Master Agreement and the Note Subscription Agreement in connection with the Proposed Shares and Notes Transactions, the KDC SGP 9 Sub-Lease Agreement was entered into between Memphis 1 (as lessor) and the KDC SGP 9 Entity (as lessee). The lease term of the KDC SGP 9 Sub-Lease Agreement will be from the Completion Date until one day prior to the expiry of the head lease in relation to the Property. Construction for KDC SGP 9 has not commenced and is estimated to be completed on or around 2027[2].

For the avoidance of doubt, Keppel DC REIT will only be acquiring interests in KDC SGP 7 and KDC SGP 8, and not KDC SGP 9. Accordingly, the valuations of KDC SGP 7 and KDC SGP 8 do not include the valuation of KDC SGP 9 and its underlying KDC SGP 9 Sub-Lease.

1 A Tier III data centre is concurrently maintainable with redundant distribution paths to serve the critical environment and require no shutdowns when equipment needs maintenance or replacement.

2 As construction on KDC SGP 9 has not commenced, this is only an estimate, and the estimated completion date may change.

Further information on KDC SGP 7 and KDC SGP 8 is set out in the table below.

	KDC SGP 7	KDC SGP 8
Location	82 Genting Lane, Singapore 349567	
Land lease title	Leasehold title expiring on 15 July 2040 (approximately 15.5[1] years remaining)	
Land area[2]	194,743 sq ft	
Agreed KDC SGP 7 and 8 Value (on a 100% basis)	S$1,030.0 million (without the Land Tenure Lease Extension)	
Purchase Consideration	S$1,030.2 million[3] (without the Land Tenure Lease Extension)	
Receipt of TOP	6 March 2023	23 August 2024
GFA	186,608 sq ft	290,041 sq ft
Lettable area	72,923 sq ft	77,532 sq ft
Number of customers	4	3
Type of contracts	Keppel Lease/Colocation	
WALE by lettable area[4]	3.9 years	5.0 years
Contracted occupancy	100%	100%[5]

Notes:

(1) As at 31 December 2024.

(2) This is the land area for KDC SGP 7 and KDC SGP 8 (subject to survey), and excludes the land area for KDC SGP 9.

(3) See paragraph 2.4 of the Letter to Unitholders for further details on the computation of the Purchase Consideration. This amount is an estimate and is subject to post-completion adjustments.

(4) As at 30 September 2024.

(5) KDC SGP 8 is fully contracted to customers on a colocation basis. The data centre is expected to be fully-fitted and occupied by 3Q 2025.

In valuing KDC SGP 7 and KDC SGP 8, the Independent Valuers have both adopted the discounted cash flow method and income capitalisation method. Knight Frank has valued KDC SGP 7 and KDC SGP 8 at S$1,033.0 million (without taking into account the Land Tenure Lease Extension) (on a 100% basis) and S$1,403.0 million (taking into account the Land Tenure Lease Extension) (on a 100% basis). Savills has valued KDC SGP 7 and KDC SGP 8 at S$1,054.5 million (without taking into account the Land Tenure Lease Extension) (on a 100% basis) and S$1,383.5 million (taking into account the Land Tenure Lease Extension) (on a 100% basis).

The valuations of KDC SGP 7 and KDC SGP 8 do **not** take into account the Income Support. See paragraph 2.7 of the Letter to Unitholders for further details on the Income Support.

	KDC SGP 7 and KDC SGP 8			
	Without Land Tenure Lease Extension	**With Land Tenure Lease Extension**	**Without Land Tenure Lease Extension**	**With Land Tenure Lease Extension**
Valuation[(1),(2)] (S$' million) (on a 100% basis)	1,033.0	1,403.0	1,054.5	1,383.5
Independent Valuer	Knight Frank		Savills	
Independent Valuer commissioned by	REIT Manager		REIT Trustee	
Date of valuation	1 September 2024			
Method of valuation	Discounted cash flow method and income capitalisation method			
Agreed value (without Land Tenure Lease Extension) (on a 100% basis) (S$' million)	1,030.0			
Agreed value (with Land Tenure Lease Extension) (on a 100% basis) (S$' million)	1,380.0			

Notes:

(1) The valuations do not take into account the Income Support.

(2) The valuations take into account the estimated cost of remediation works for KDC SGP 7 and KDC SGP 8 required to satisfy certain requirements by JTC.

2. EXISTING PORTFOLIO

2.1 Key Information of Existing Portfolio

The table below sets out selected information about the Existing Portfolio (as at 30 September 2024 unless otherwise stated).

For illustrative purposes, certain AUD, RMB, MYR, EUR, GBP, and JPY amounts have been translated into Singapore dollars and the illustrative exchange rates are set out in the table below. Such translations should not be construed as representations that the AUD, RMB, MYR, EUR, GBP, and JPY amounts referred to could have been, or could be, respectively converted into Singapore dollars, as the case may be, at that or any other rate or at all.

	Property	Location	Land Lease Title	Ownership Interest	Land Area (sq ft)	GFA (sq ft)	Attributable Lettable Area (sq ft)	Number of Customers(1)	Lease Type	Facility Manager	Occupancy Rate (%)	Attributable Gross Revenue (S$'million) (as at 31 December 2023)	Purchase Price (S$'million)	Valuation (S$'million) (as at 31 December 2023)(2)
1.	Keppel DC Singapore 1	25 Serangoon North Avenue 5, Singapore 554914	Leasehold (Expiring 30 September 2025, with option to extend by 30 years)	100%	78,928	225,945	109,721	21	Keppel lease/ Colocation	Keppel DC Singapore 1 Ltd.(3)	75.1%	S$17.0	S$262.8	S$339.7
2.	Keppel DC Singapore 2	25 Tampines Street 92, Singapore 528877	Leasehold (Expiring 31 July 2051)	100%	53,821	106,726	38,480	4	Keppel lease/ Colocation	Keppel DC Singapore 2 Pte. Ltd.(4)	94.3%	S$10.7	S$162.0	S$183.0
3.	Keppel DC Singapore 3	27 Tampines Street 92, Singapore 528878	Leasehold (Expiring 31 January 2052)	90%	53,815	133,878	49,433(5)	2	Keppel lease/ Colocation	Keppel DCS3 Services Pte. Ltd.(6)	100%	S$24.7(7)	S$202.5	S$293.1
4.	Keppel DC Singapore 4	20 Tampines Street 92, Singapore 528875	Leasehold (Expiring 30 June 2050)	99%	73,248	181,734	83,698(5)	3	Keppel lease/ Colocation	Keppel DC Singapore 2 Pte. Ltd.(4)	93.6%	S$38.4(7)	S$384.9	S$453.7

	Property	Location	Land Lease Title	Ownership Interest	Land Area (sq ft)	GFA (sq ft)	Attributable Lettable Area (sq ft)	Number of Customers[1]	Lease Type	Facility Manager	Occupancy Rate (%)	Attributable Gross Revenue (S$'million) (as at 31 December 2023)	Purchase Price (S$'million)	Valuation (S$'million) (as at 31 December 2023)[2]
5.	Keppel DC Singapore 5	13 Sunview Way, Singapore 627541	Leasehold (Expiring 31 August 2050, including a further term of nine years)	99%	83,331	208,096	93,879[5]	4	Keppel lease/ Colocation	Keppel DCS3 Services Pte. Ltd.[6]	100%	S$24.6[7]	S$295.1	S$401.5
6.	DC1	18 Riverside Road, Singapore 739088	Leasehold (Expiring 31 July 2044)	100%	91,902	–	213,815	1	Triple-net lease (Fully-fitted)	–	100%	S$25.9	S$200.2	S$289.5
7.	Gore Hill Data Centre	5 Broadcast Way (South Gate) Artarmon, New South Wales 2064, Australia	Freehold	100%	72,032	127,283	90,955	3	Triple-net lease (Shell and Core) and Colocation	iseek-KDC Services Pty Limited[8]	100%	S$17.2	AUD190.0 S$210.9	AUD225.0 S$198.6
8.	Guangdong Data Centre 1	No. 5 Data Centre, Bluesea Intelligence Valley, Shaping Street, Heshan, Jiangmen, Guangdong Province, China	Leasehold (Expiring 17 January 2067)	100%	839,811 (shared land area of whole campus)	–	221,689	1	Triple-net lease[9] (Fully-fitted)	–	100%	S$12.7	RMB635.9 S$136.4	RMB700.0 S$131.1
9.	Guangdong Data Centre 2	No. 6 Data Centre, Bluesea Intelligence Valley, Shaping Street, Heshan, Jiangmen, Guangdong Province, China	Leasehold (Expiring 17 January 2067)	100%	839,811 (shared land area of whole campus)	–	218,615	1	Triple-net lease[9] (Fully-fitted)	–	100%	S$11.5	RMB690.3 S$141.3	RMB700.0 S$131.1

	Property	Location	Land Lease Title	Ownership Interest	Land Area (sq ft)	GFA (sq ft)	Attributable Lettable Area (sq ft)	Number of Customers[1]	Lease Type	Facility Manager	Occupancy Rate (%)	Attributable Gross Revenue (S$'million) (as at 31 December 2023)	Purchase Price (S$'million)	Valuation (S$'million) (as at 31 December 2023)[2]
10.	Guangdong Data Centre 3	No. 7 Data Centre, Bluesea Intelligence Valley, Shaping Street, Heshan, Jiangmen, Guangdong Province, China	Leasehold (Expiring 17 January 2067)	100%	839,811 (shared land area of whole campus)	–	221,847	1	Triple-net lease[9] (Shell and Core)	–	100%	S$0.6	RMB64.2 S$13.1[10]	RMB64.4 S$12.1
11.	Tokyo Data Centre 1	West Tokyo, Japan	Freehold	98.47%	96,185	–	187,257[11]	1	Triple-net lease (Shell and Core)	–	100%	–	JPY23,000 S$197.9	JPY23,633 S$202.9[11]
12.	Basis Bay Data Centre	No. 4710, Jalan Cyber Point 5, Zone Flagship Cyberjaya 63000 Cyberjaya, Selangor Darul Ehsan, Malaysia	Freehold	99%	64,809	88,600	48,193[12]	1	Colocation	Basis Bay Services MSC Sdn Bhd	40.2%	S$1.4[13]	MYR112.4 S$42.9	MYR57.7 S$16.6
13.	Kelsterbach Data Centre	Am Weiher 24, 65451 Kelsterbach, Germany	Freehold	100%	499,116	–	540,869	1	Triple-net lease (Shell and Core)	–	100%	S$8.1	EUR81.8 S$125.4	EUR56.2 S$82.0
14.	maincubes Data Centre	Goethering 29, Offenbach am Main, Germany	Freehold	100%	60,235	–	97,043	1	Triple-net lease (Fully-fitted)	–	100%	S$9.4	EUR84.0 S$130.0	EUR112.6 S$164.4
15.	Keppel DC Dublin 1	Unit 4033-4035, Citywest Business Campus, Naas Road, Dublin 24, Ireland	Leasehold (Expiring 31 December 2998)	100%	218,236	125,044	66,124	24	Colocation	–	97.9%	S$20.0	EUR63.2 S$102.8	EUR108.0 S$157.6
16.	Keppel DC Dublin 2	Unit B10, Ballycoolin Business and Technology Park, Blanchardstown, Dublin 15, Ireland	Leasehold (Expiring 31 December 2997)	100%	149,620	76,747	28,484	4	Colocation	–	100%	S$13.5	EUR70.7 S$111.1	EUR99.5 S$145.2

	Property	Location	Land Lease Title	Ownership Interest	Land Area (sq ft)	GFA (sq ft)	Attributable Lettable Area (sq ft)	Number of Customers[1]	Lease Type	Facility Manager	Occupancy Rate (%)	Attributable Gross Revenue (S$'million) (as at 31 December 2023)	Purchase Price (S$'million)	Valuation (S$'million) (as at 31 December 2023)[2]
17.	Milan Data Centre	Via Bisceglie 71, 73 and 75, Milan, Italy	Freehold	100%	128,791	–	165,389	1	Double-net lease (Shell and Core)	–	100%	S$4.9	EUR40.2 S$61.9	EUR40.4 S$59.0
18.	Almere Data Centre	Rondebeltweg 62 'Sallandsekant' Business Park, Almere, the Netherlands	Freehold	100%	85,358	–	118,403	1	Double-net lease (Fully-fitted)	–	100%	S$9.8	EUR80.9 S$131.6	EUR108.8 S$158.8
19.	Amsterdam Data Centre	Tupolevlaan 101-109, Schiphol-Rijk (1119 PA), the Netherlands	Freehold	100%	167,725	–	141,698	8	Double-net lease (Shell and Core)	FRIS Investment Care B.V.	94.8%	S$3.0	EUR30.0 S$48.1	EUR29.5 S$43.1
20.	Eindhoven Campus	Dillenburgstraat 25A-25E, 25E1, 25F, 25G and 25J-25M, 5652 AM, Eindhoven, the Netherlands	Freehold	100%	201,222	–	98,577	4	Double-net lease (Shell and Core)	NL Asset Management B.V.	100%	S$3.4	EUR37.2 S$59.1	EUR37.2 S$54.2
21.	Cardiff Data Centre	Ty Cynnal, Dunleavy Drive, Celtic Gateway, Cardiff CF110SW, United Kingdom	Freehold	100%	279,864	–	79,439	1	Triple-net lease (Shell and Core)	–	100%	S$5.4	GBP34.0 S$58.1	GBP19.5 S$33.0
22.	GV7 Data Centre	7 Greenwich View Place, Millharbour Road, London, E14 9NN, United Kingdom	Leasehold (Expiring 28 September 2183)	100%	N.A.[14]	34,850	24,972	1	Triple-net lease (Fully-Fitted)	–	100%	S$5.0	GBP37.5 S$77.0	GBP33.4 S$56.5
23.	London Data Centre	Waterside House, Longshot Lane, Bracknell RG12 1WB, United Kingdom	Freehold	100%	204,732	–	94,867	1	Triple-net lease (Shell and Core)	–	100%	S$4.6[15]	GBP57.0 S$103.8	GBP50.1 S$84.7

Notes:

(1) Certain customers have signed more than one colocation arrangement using multiple entities. Customers refer to those contracted under service level agreements with Keppel DC REIT and/or its subsidiaries with the exceptions of Keppel DC SGP 1, Keppel DC SGP 2, Keppel DC Singapore 3, Keppel DC Singapore 4 and Keppel DC Singapore 5 where customers refer to those who contracted with Keppel DC Singapore 1 Ltd., Keppel DC Singapore 2 Pte. Ltd. and Keppel DCS3 Services Pte. Ltd. respectively.

(2) Based on respective ownership interest and independent valuations with applied exchange rates of S$1.00 = A$1.133; S$1.00 = MYR3.487; S$1.00 = RMB5.339; S$1.00 = GBP0.592; and S$1.00 = EUR0.685 as at 31 December 2023, unless otherwise stated.

(3) Keppel DC REIT outsources facilities management of KDC SGP 1 to Keppel DC Singapore 1 Ltd.. Keppel DC Singapore 1 Ltd. is a wholly-owned subsidiary of KDCH.

(4) Keppel DC REIT outsources facilities management of KDC SGP 2 and Keppel DC Singapore 4 to Keppel DC Singapore 2 Pte. Ltd.. Keppel DC Singapore 2 Pte. Ltd. is a wholly-owned subsidiary of KDCH.

(5) Attributable lettable area of Keppel DC Singapore 3 is 90%, while Keppel DC Singapore 4 and Keppel DC Singapore 5 is 99% of total building lettable area respectively.

(6) Keppel DC REIT outsources facilities management of Keppel DC Singapore 3 and Keppel DC Singapore 5 to Keppel DCS3 Services Pte. Ltd.. Keppel DCS3 Services Pte. Ltd. is a wholly-owned subsidiary of KDCH.

(7) Attributable gross revenue of Keppel DC Singapore 3 is 90%, while Keppel DC Singapore 4 and Keppel DC Singapore 5 is 99% of total gross revenue respectively.

(8) Keppel DC REIT outsources facilities management to iseek-KDC Services Pty Limited in respect of the colocation space at Gore Hill Data Centre which is used by two end-customers. iseek-KDC Services Pty Limited is 60% owned by Keppel T&T and 40% owned by iseek Pty Ltd.

(9) With the exception of applicable real estate tax where the lessee shall bear up to a certain threshold.

(10) This is the purchase price for the building shell.

(11) Attributable lettable area of Tokyo Data Centre is 98.47% of total building lettable area. Valuation is based on latest independent valuation as at 1 July 2024.

(12) Attributable lettable area of Basis Bay Data Centre is 99% of total building lettable area.

(13) Attributable gross revenue of Basis Bay Data Centre is 99% of total gross revenue.

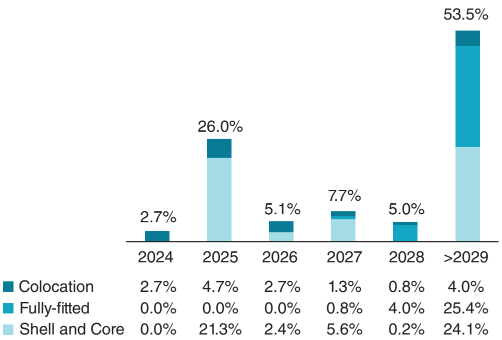
(14) For GV7 Data Centre, neither the lease nor the registered title of the property refers, nor are they required to refer, to the land area of the property.

(15) For London Data Centre, attributable gross revenue includes rental support.

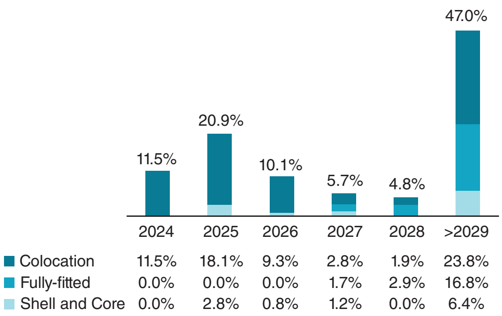
2.2 Contract Expiry Profile for the Existing Portfolio

The chart below illustrates the contract expiry profile of the Existing Portfolio by lettable area and rental income as at 30 September 2024.

By Lettable Area



By Rental Income



3. ENLARGED PORTFOLIO

The charts below illustrate the breakdown of AUM of the Existing Portfolio as 30 September 2024 and the Enlarged Portfolio[1]. The "**Enlarged Portfolio**" refers to the Existing Portfolio together with KDC SGP 7 and KDC SGP 8.

Existing Portfolio as 30 September 2024

AUM Breakdown			
APAC	**73.2%**	**Europe**	**26.8%**
Singapore	53.1%	Germany	6.3%
Australia	7.2%	Ireland	7.8%
China	7.0%	Italy	1.5%
Japan	5.4%	The Netherlands	6.6%
Malaysia	0.5%	United Kingdom	4.6%

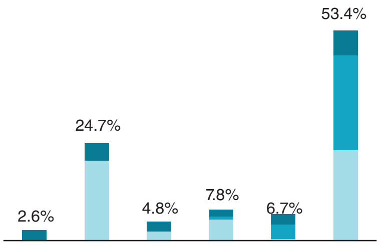
Enlarged Portfolio

AUM Breakdown			
APAC	**80.2%**	**Europe**	**19.8%**
Singapore	65.5%	Germany	4.7%
Australia	5.3%	Ireland	5.8%
China	5.1%	Italy	1.1%
Japan	4.0%	The Netherlands	4.8%
Malaysia	0.3%	United Kingdom	3.4%

1 This is on the basis of Keppel DC REIT having an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8 but assumes the lease extension has been granted. Excluding the Land Tenure Lease Extension, the AUM will be S$4.9 billion.

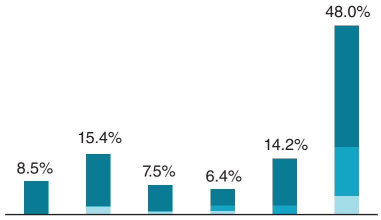
The chart below illustrates the contract expiry profile of the Enlarged Portfolio by lettable area and rental income.

By Lettable Area



	2024	2025	2026	2027	2028	>2029
Colocation	2.6%	4.4%	2.5%	1.7%	2.6%	6.3%
Fully-fitted	0.0%	0.0%	0.0%	0.8%	3.8%	24.1%
Shell and Core	0.0%	20.3%	2.3%	5.3%	0.3%	23.0%

By Rental Income



	2024	2025	2026	2027	2028	>2029
Colocation	8.5%	13.4%	6.8%	4.2%	12.0%	30.9%
Fully-fitted	0.0%	0.0%	0.0%	1.3%	2.2%	12.4%
Shell and Core	0.0%	2.0%	0.7%	0.9%	0.0%	4.7%

VALUATION SUMMARY LETTERS AND CERTIFICATES

18 November 2024

Keppel DC REIT Management Pte. Ltd.
(as Manager of Keppel DC REIT)
1 HarbourFront Avenue
Level 2 Keppel Bay Tower
Singapore 098632

Perpetual (Asia) Limited
(in its capacity as trustee of Keppel DC REIT)
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981

Dear Sirs

VALUATION OF PROPERTY AT
82 GENTING LANE
"BUILDING 1" AND "BUILDING 2"
SINGAPORE 349567

Instructions

We refer to your instruction for a formal valuation to be carried out in respect of the above property (the "Property"), for intended acquisition purposes.

We confirm that we do not have any material connection or involvement giving rise to a conflict of interest and are providing an objective and unbiased valuation. This has been disclosed to you and you have given your consent to us proceeding with this instruction. We confirm that we are not aware of any undisclosed matter giving rise to a potential conflict of interest and that we are providing an objective and unbiased valuation.

We hereby confirm that:

1. Knight Frank is not a related corporation of, and neither Knight Frank nor the valuers has a relationship with the REIT Manager or any other party whom Keppel DC REIT is contracting with which would interfere with our ability to give an independent and professional valuation of the Property;

2. We do not have any pending business transactions, contracts under negotiation or other arrangements with the REIT Manager or any other party whom Keppel DC REIT is contracting with that would interfere with our ability to give an independent and professional valuation of the Property;

3. Knight Frank is authorised under the law of the state or territory where the valuation takes place to practise as a valuer;

Knight Frank Pte Ltd
10 Collyer Quay #08-01 Ocean Financial Centre, Singapore 049315
Tel: +65 6222 1333 Fax: 6224 5843 UEN: 198205243Z CEA Licence: L3005536J
knightfrank.com.sg
Other Offices:
KF Property Network Pte Ltd 10 Collyer Quay #08-01 Ocean Financial Centre, Singapore 049315
Knight Frank Property & Facilities Management Pte Ltd 160 Paya Lebar Road #05-05 Orion@Paya Lebar, Singapore 409022

4. Knight Frank has the necessary expertise and experience in valuing properties of the type in question and in the relevant area;

5. There are no other factors that would interfere with our ability to give an independent and professional valuation of the Property;

6. We have not valued the Property for more than two consecutive financial years;

7. Each of the valuers is a holder of an appraiser's licence issued by the Inland Revenue Authority of Singapore and a member of the Singapore Institute of Surveyors and Valuers;

8. Each of the valuers has at least fifteen years of experience in valuing real properties in a similar industry and area as the Property in which the valuation is to be conducted;

9. Knight Frank and the valuers are independent of Keppel DC REIT. The valuers, the valuers' associates, Knight Frank, Knight Frank's associates and any of Knight Frank's partners or directors are not a substantial shareholder, director or employee of Keppel DC REIT or any of Keppel DC REIT's subsidiaries. Knight Frank is not a related corporation or a substantial shareholder of Keppel DC REIT or any of Keppel DC REIT's subsidiaries;

10. The valuers are not sole practitioners; and

11. The valuers have not been found to be in breach of any rule or law relevant to real property valuation and are not
    - denied or disqualified from membership of or licensing from;
    - subject to any sanction imposed by;
    - the subject of any disciplinary proceedings by; or
    - the subject of any investigations which might lead to disciplinary actions by, any professional body or authority relevant to real property valuation.

We have specifically been instructed to provide our opinion of the Market Values of the Property, as at 1 September 2024, on an "as is" basis, subject to the proposed Master Lease and payment of upfront land premium, on the following bases:

(A) Leasehold 60 years with effect from 16 July 1980 (i.e. with a balance lease of about 15.9 years); and

(B) Leasehold 60 years with effect from 16 July 1980 and a further term of 10 years (i.e. with a balance lease of about 25.9 years).

The valuation does not take into account income support.

We have, in accordance with the instruction, issued a formal Valuation Report (the "report") and this Valuation Summary Letter, in accordance with the Terms of Engagement letter dated 10 May 2024 entered into between Knight Frank Pte Ltd and Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT).

Our valuation is our opinion of the Market Value, which we would define as follows:

"Market Value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

Our valuation has been made on the assumption that the Property is sold in the open market without the benefit of a deferred term contract, leaseback, joint venture, management agreement or any similar arrangement which would serve to alter the value of the Property.

No allowance has been made in our valuation for any charges, mortgages or amounts owing on the Property or for any expenses or taxation, which may be incurred in effecting a sale. Unless otherwise stated, it is assumed that the Property is free from encumbrances, restrictions and outgoings of an onerous nature, which could affect value.

In preparing this valuation, we have relied on information provided by Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT) as of May/June/July/September 2024, particularly in respect of such matters as site and floor areas, budgeted operating expenses, JTC land rent statement, year of completion, tenancy information, annual value, etc. We have relied upon this information as being accurate and complete. We accept no responsibility for subsequent changes in the information provided. Dimensions, measurements and areas are only approximations.

Our valuation is carried out in accordance with the Singapore Institute of Surveyors and Valuers (SISV) Valuation Standards and Practice Guidelines and International Valuation Standards (IVS). We have taken into account Singapore Financial Reporting Standards (International) (SFRS(I)s) that require entities to measure or disclose the fair value of assets and liabilities. The Financial Reporting Standard 113 Fair Value Measurement (FRS 113) defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In compliance with the SISV and IVS Standards, we have taken into consideration the latest financial reporting standard and have regarded the existing use as the highest and best use, given the existing state of the Property/planning guidelines and in the absence of evidence to the contrary.

Unless otherwise stated, all valuation figures herein are stated on a net of GST basis.

We have carried out site inspections, prepared and provided this Valuation Summary Letter outlining key factors that have been considered in arriving at our opinions of value for inclusion in, and/or to be made available for inspection under, the Circular to unitholders of Keppel DC REIT (the "Circular"), for intended acquisition purposes. The value conclusions reflect all information known by the valuers of Knight Frank Pte Ltd, who worked on the valuation in respect to the Property, market conditions and available data.

Reliance on This Letter

We have prepared this Valuation Summary Letter and Valuation Certificate which outlines key factors which have been considered in arriving at our opinions of value for inclusion in, and/or to be made available for inspection under, the Circular. This Letter alone does not contain all the necessary data and supporting information included in our Valuation Report. Knight Frank Pte Ltd has provided Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT) and Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) comprehensive Valuation Report for the Property. The valuation and market information are not guarantees or predictions and must be read in conjunction with the following:

(a) The estimated values are based upon the factual information provided by Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT). While Knight Frank Pte Ltd has endeavoured to assure the accuracy of the factual information, it has not independently verified all information provided by Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT) or the Government of Singapore (primarily statistical information relating to market conditions). Knight Frank Pte Ltd believes that every recipient of the Circular, should review the Valuation Report to understand the complexity of the methodology and the many variables involved.

(b) The primary methodologies used by Knight Frank Pte Ltd in valuing the Property are the Capitalisation Method and the Discounted Cash Flow Analysis. These valuation methodologies are summarised in the Valuation Rationale section of this Letter.

(c) The Valuation Report was undertaken based upon information available as of May/June/July/September 2024. Knight Frank Pte Ltd accepts no responsibility for subsequent changes in information such as site and floor areas, budgeted operating expenses, JTC land rent statement, year of completion, tenancy information, annual value, etc. or market conditions.

The Valuation Report, Valuation Summary Letter and Valuation Certificate may only be relied upon by Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT) and Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT), for intended acquisition purposes.

The Property

The Property is located on the south-western side of Genting Lane, off Macpherson Road, and approximately 8 km from the City Centre.

The Property comprises two purpose-built data centre buildings. Building 1 is a 7-storey tier-3 data centre, while Building 2 is a 6-storey tier-3 data centre. Both buildings are designed with energy efficiency.

Both Building 1 and Building 2 have obtained the BCA Green Mark Platinum certification under the 2019 pilot version for the New Data Centre.

The following table summarises key property details:

Land Area (sm)	Gross Floor Area (sm)	Net Lettable Area (sm)	Tenure	Master Plan 2019
18,092.1	45,056.12	13,977.56	Leasehold 60 years with effect from 16 July 1980 (Balance of about 15.9 years as at 1 September 2024)	“Business 2” with a gross plot ratio of 2.5

Basis of Valuation

For the purpose of this valuation, we have specifically been instructed to provide our opinion of the Market Values of the Property, as at 1 September 2024, on an “as is” basis, subject to the proposed Master Lease and payment of upfront land premium, on the following bases:

(A) Leasehold 60 years with effect from 16 July 1980 (i.e. with a balance lease of about 15.9 years), assuming the lease renewal has not been granted, and

(B) Leasehold 60 years with effect from 16 July 1980 and a further term of 10 years (i.e. with a balance lease of about 25.9 years). According to the letter of application for renewal of lease dated 17 November 2021, the Property is eligible to apply for lease renewal. JTC is prepared to consider and support a lease renewal for a further 10-year lease for Building 1 and Building 2, subject to JTC’s approval and terms and conditions for the renewal. For the purpose of this valuation, we have assumed that a further term of 10 years has been/will be granted. With the additional 10 years lease, the balance lease term as at 1 September 2024 will be about 25.9 years.

The valuation does not take into account income support.

Proposed Master Lease

We understand that the Property will be master leased by Memphis 1 Pte. Ltd. to Keppel DCS3 Services Pte. Ltd. for a period of 10 years.

The Gross Rent comprises two components, namely Fixed Rent and Variable Rent. Variable Rent in respect of each Financial Year is an amount equivalent to 99% of the EBITDA Amount. We are of the opinion that the Rent will result in an initial net property yield that is within the market rate of comparable buildings, taking into account prevailing and forecasted market conditions.

The Fixed Rent payable by the Tenant for Building 1 and Building 2 are as follows:

Year	Building 1	Building 2
Year 1	$11,000,000	$9,200,000
Year 2	$11,330,000	$11,330,000
Year 3	$11,669,900	$11,669,900
Year 4	$12,019,997	$12,019,997
Year 5	$12,380,597	$12,380,597
Year 6	$12,752,015	$12,752,015
Year 7	$13,134,575	$13,134,575
Year 8	$13,528,613	$13,528,613
Year 9	$13,934,471	$13,934,471
Year 10	$14,352,505	$14,352,505

The landlord is responsible for property tax, facility management fee and insurance.

Valuation Rationale

Our valuation has been undertaken using appropriate valuation methodology and our professional judgement.

We have valued the Property primarily by using the Capitalisation Method and the Discounted Cash Flow Analysis.

Capitalisation Method

In the Capitalisation Method, the estimated total cash revenue comprising all cash income (including data centre and workspace revenue) has been adjusted to reflect anticipated operating expenses and Fixed Rent to derive the EBITDA Amount. The Gross Rent comprises two components, namely Fixed Rent and Variable Rent. Variable Rent is 99% of the EBITDA Amount for that fiscal year. Property tax, facility management fee and insurance are deducted to derive at net income.

The net income of the Property is capitalised for the balance term of the lease tenure at a yield rate which is appropriate for the type of use, tenure and reflective of the quality of the investment, based on analysis of yields reflected in the sales of comparable property types.

For the valuation, we have adopted capitalisation rates of 6.50% and 6.25% for balance lease terms of about 15.9 years and about 25.9 years, respectively.

Capital adjustments such as letting-up allowance, leasing commissions, capital expenditure, capitalised rental reversions, soil and groundwater remediation cost, estimated upfront land premium, etc. are then made to derive the capital value of the Property.

The derived values of the Property based on the Capitalisation Method are as follows:

	Market Value		
Balance Tenure	Building 1	Building 2	Total
15.9 years	$541,720,000	$513,480,000	$1,055,200,000
25.9 years	$730,020,000	$708,440,000	$1,438,460,000

Discounted Cash Flow Analysis

A valuation using the Discounted Cash Flow (DCF) analysis is carried out over a period of ten years from 1 September 2024 (the valuation date) to 1 September 2034 for the Property.

The Property is hypothetically assumed to be sold at the beginning of the 11th year of the cash flow. The cash outflows (comprising property tax, facility management fee and leasing commission) are deducted from the cash inflows of the Property (comprising rental income) to obtain the net cash flows. The stream of net cash flows is discounted at an estimated required rate of return applicable to that class of property to obtain the Net Present Value.

This form of analysis reflects investors' decision-making process and values the Property in such a manner as to attain the desired level of investment return commensurate with the risk of that asset class. This method is also more precise as it takes into account the timing of receipts and payments. In undertaking this analysis, we have also used a wide range of assumptions, including rental growth during the holding period, vacancy allowance and costs associated with the initial purchase of the Property, etc. These imputed assumptions are intended to be aligned to known market circumstances/existing regulations to derive Market Value based on direct property purchase.

One key component of the DCF model is the estimation of two market-derived rates. One is the hurdle rate at which investors will discount the income stream over the assumed 10-year investment horizon. The second is the terminal capitalisation rate for the asset, which is used to capitalise the income from Year 11 onwards to derive the terminal value of the asset. The terminal capitalisation rate takes into consideration perceived market conditions in the future, estimated tenancy and cash flow profile and the overall physical condition of the Property in ten years' time. The terminal value takes into account the remaining tenure of the lease at the end of the investment period. A property typically requires a few years to achieve stabilisation in its operations and financial performance. Considering the recent completion of Building 2 and the anticipated duration for stabilisation, we have used the income projected for Year 12 to calculate the terminal value of the Property. This approach acknowledges the period required for the Property to achieve stabilisation and accounts for the long-term income potential expected by Year 12.

Terminal capitalisation rate represents the relationship between the annual income and the property value at the end of the holding period. In this valuation report, the terminal capitalisation rate is used to derive the asset's sale price at the end of the investment period.

For the valuation, we have adopted different terminal capitalisation rates to reflect the different balance tenures. A terminal capitalisation rate of 7.00% has been applied for the balance tenure of about 15.9 years, which is 0.50% higher than the adopted capitalisation rate to reflect a shorter land tenure at the end of the investment period. For the extended balance tenure of about 25.9 years, we have adopted a terminal capitalisation rate of 6.50%, reflecting a moderate 0.25% adjustment above the adopted capitalisation rate for the additional lease term, which helps to mitigate some of the associated risks.

Costs associated with the disposal, such as legal fees and sales commission at the end of the investment period, have also been accounted for at the end of the 10th year. Based on market practice, the total disposal cost could be around 0.30% to 0.70% of the sales price depending on the quantum of the property to be disposed, and in today's competitive market, 0.55% is not unreasonable.

Additionally, a rate of return is required to compensate for the lack of liquidity associated with real estate. To derive the discount rate, we periodically review the current market requirements with market players of income-producing properties of the same category to obtain an indication of investor expectations. Based upon the evidence (albeit limited) and acknowledge current market sentiment, we consider that an appropriate target rate of return is in the order of 8.25% to 8.50%. The discount rates in our view reflect a commercially achievable rate in line with market expectations of a potential purchase, whilst at the same time the adoption of this rate recognises that any projections within the cash flow maybe subject to change from external factors that are not currently evident.

The past six months (March to August 2024) 10-year government bond yields traded at 2.68% to 3.45%. In consideration of the prevailing 10-year government bond yield, which currently hovers around 2.71% and the current overall market capitalisation rates of data centre real estate, the discount rates used for the net present value of the net cash flows derived from data centre and other income are 8.50% and 8.25%, indicating a risk premium of 5.79% and 5.54% for balance tenure of about 15.9 years and 25.9 years respectively over the 10-year government bond yield. The discount rates appear reasonable and within the expected range of returns for industrial real estate. The margins reflect the risk premium inherent in direct property investment's cash flows and its non-liquid nature relative to other forms of investment.

The derived values of the Property using the Discounted Cash Flow Analysis are as follows:

Balance Tenure	Market Value		
	Building 1	Building 2	Total
15.9 years	$518,600,000	$492,240,000	$1,010,840,000
25.9 years	$695,810,000	$671,860,000	$1,367,670,000

Valuation Reconciliation

In assessing the Market Value, the appropriate method of assessment is considered to be via the reconciliation between the Capitalisation Method and the Discounted Cash Flow Analysis. We have adopted a 50% weighting for each of the methods. Based upon the analysis, the Market Values have been adopted, which represent a balance between the Capitalisation Method and the Discounted Cash Flow Analysis, are as follows:

Balance Tenure	Building	Capitalisation Method	Discounted Cash Flow Analysis	Adopted Value
15.9 years	1	$541,720,000	$518,600,000	$530,000,000
	2	$513,480,000	$492,240,000	$503,000,000
	Total	**$1,055,200,000**	**$1,010,840,000**	**$1,033,000,000**
25.9 years	1	$730,020,000	$695,810,000	$713,000,000
	2	$708,440,000	$671,860,000	$690,000,000
	Total	**$1,438,460,000**	**$1,367,670,000**	**$1,403,000,000**

Valuation Date

The valuation date is 1 September 2024.

Assumptions

Our valuation is necessarily based on a number of assumptions which have been drawn to your attention in our General Scope of Valuation Work and General Terms of Business for Valuation Services within this report.

Market Values

Subject to the overriding stipulations contained within the body of this Valuation Summary Letter, we are of the opinion that the Market Values (exclusive of GST) of the unencumbered remaining leasehold interest in the Property, for intended acquisition purposes, at the valuation date, are:

SUBJECT TO THE PROPOSED MASTER LEASE AND PAYMENT OF UPFRONT LAND PREMIUM

(A) LEASEHOLD 60 YEARS WITH EFFECT FROM 16 JULY 1980 (I.E. WITH A BALANCE LEASE OF ABOUT 15.9 YEARS)

S$1,033,000,000
(Singapore Dollars One Billion And Thirty-Three Million Only)
BASED ON 100% INTEREST

S$22,927 psm (S$2,130 psf) over GFA
S$73,904 psm (S$6,866 psf) over NLA

(B) LEASEHOLD 60 YEARS WITH EFFECT FROM 16 JULY 1980 WITH A FURTHER TERM OF 10 YEARS (I.E. WITH A BALANCE LEASE OF ABOUT 25.9 YEARS)

S$1,403,000,000
(Singapore Dollars One Billion Four Hundred And Three Million Only)
BASED ON 100% INTEREST

S$31,139 psm (S$2,893 psf) over GFA
S$100,375 psm (S$9,325 psf) over NLA

Disclaimer

We have prepared this Valuation Summary Letter for inclusion in, and/or to be made available for inspection under, the Circular and specifically disclaim liability to any person in the event of any omission from or false or misleading statement included in the Circular, other than in respect of the information provided within this Valuation Summary Letter and the enclosed Valuation Certificate. We do not make any warranty or representation as to the accuracy of the information in any other part of the Circular other than as expressly made or given by Knight Frank Pte Ltd in this Valuation Summary Letter or in the Valuation Certificate.

Knight Frank Pte Ltd has relied upon property data supplied by Keppel DC REIT Management Pte. Ltd, which we assume to be true and accurate. Knight Frank Pte Ltd takes no responsibility for inaccurate data supplied by Keppel DC REIT Management Pte. Ltd and subsequent conclusions related to such data.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased professional analyses, opinions and conclusions. We have no present or prospective interest in the Property and have no personal interest or bias with respect to the party or parties involved. The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the clients, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

We certify that the valuers undertaking this valuation on behalf of Knight Frank Pte Ltd, are authorised to practise as valuers and have at least 15 years continuous experience in valuing in a similar industry and area as the Property to be valued. Each of the valuers is a holder of an appraiser's licence issued by the Inland Revenue Authority of Singapore and a member of the Singapore Institute of Surveyors and Valuers

Yours faithfully

Signed by:

Low Kin Hon
Deputy Chief Executive Officer and
Head, Valuation & Advisory
B.Sc.(Estate Management) Hons.,FSISV
Appraiser's Licence No: AD 041-2003752I
For and on behalf of Knight Frank Pte Ltd

Signed by:

Sherri Fong
Senior Director
Valuation & Advisory
B.Sc.(Estate Management) Hons.,MSISV
Appraiser's Licence No. AD 041-2008950C
For and on behalf of Knight Frank Pte Ltd

Valuation Certificate

Property	:	82 Genting Lane, "Building 1" and "Building 2", Singapore 349567
Instructing Party/Relying Party	:	Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT) and Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT)
Purpose of Valuation	:	Intended Acquisition
Legal Description	:	Part of Lot No. : 6205N Mukim : 24
Tenure	:	(A) Leasehold 60 years with effect from 16 July 1980 (Balance of about 15.9 years as at 1 September 2024) Assuming the lease renewal has not been granted (B) Leasehold 60 years with effect from 16 July 1980 and a further term of 10 years (i.e. with a balance lease of about 25.9 years). According to the letter of application for renewal of lease dated 17 November 2021, the Property is eligible to apply for lease renewal. JTC is prepared to consider and support a lease renewal for a further 10-year lease for Building 1 and Building 2, subject to JTC's approval and terms and conditions for the renewal. For the purpose of this valuation, we have assumed that a further term of 10 years has been/will be granted. With the additional 10 years lease, the balance lease term as at 1 September 2024 will be about 25.9 years. *Source: Certificate of Title from the Singapore Land Authority.*
Interest Valued	:	Leasehold interest
Basis of Valuation	:	Market Values on an "as is" basis, subject to the proposed Master Lease and payment of upfront land premium, on the following bases: (A) Leasehold 60 years with effect from 16 July 1980 (i.e. with a balance lease of about 15.9 years as at 1 September 2024); and (B) Leasehold 60 years with effect from 16 July 1980 and a further term of 10 years (i.e. with a balance lease of about 25.9 years as at 1 September 2024). The valuation does not take into account income support.
Registered Lessor/Lessee	:	The Property is leased by the JTC Corporation to Memphis 1 Pte. Ltd.
Master Plan 2019	:	"Business 2" with a gross plot ratio of 2.5
Brief Description	:	The Property is located on the south-western side of Genting Lane, off Macpherson Road, and approximately 8 km from the City Centre. It comprises two purpose-built data centre buildings. Building 1 is a 7-storey tier-3 data centre while Building 2 is a 6-storey tier-3 data centre, designed with energy efficiency. Both Building 1 and Building 2 have obtained the BCA Green Mark Platinum certification under the 2019 pilot version for the New Data Centre. The Temporary Occupation Permits for Building 1 and Building 2 were obtained on 6 March 2023 and 23 August 2024 respectively. We understand that there will be a third data centre to be developed on the subject lot and land lot will be converted as a sublease to separate entity for development.
Tenancy Profile	:	The Property will be master leased by Memphis 1 Pte. Ltd. to Keppel DCS3 Services Pte. Ltd. for a period of 10 years. The Gross Rent comprises two components, namely Fixed Rent and Variable Rent. The Variable Rent in respect of each Financial Year is an amount equivalent to 99% of the EBITDA Amount. The Fixed Rent for Building 1 in Year 1 is $11,000,000, while the Fixed Rent for Building 2 in Year 1 is $9,200,000.
Land Area	:	18,092.10 sm (194,742 sf) approximately *Source: As provided by Keppel DC REIT Management Pte. Ltd and subject to final survey.*
Gross Floor Area (GFA)	:	45,056.12 sm (484,980 sf) approximately *Source: As provided by Keppel DC REIT Management Pte. Ltd and subject to final survey.*
Net Lettable Area (NLA)	:	13,977.56 sm (150,453 sf) approximately *Source: As provided by Keppel DC REIT Management Pte. Ltd and subject to final survey.*
Valuation Approaches	:	Capitalisation Method and Discounted Cash Flow Analysis
Capitalisation Rate	:	

Balance Tenure	Capitalisation Rate
15.9 years	6.50%
25.9 years	6.25%

Knight Frank Pte Ltd
10 Collyer Quay #08-01 Ocean Financial Centre, Singapore 049315
Tel: +65 6222 1333 Fax: 6224 5843 UEN: 198205243Z CEA Licence: L3005536J

knightfrank.com.sg

Other Offices:
KF Property Network Pte Ltd 10 Collyer Quay #08-01 Ocean Financial Centre, Singapore 049315
Knight Frank Property & Facilities Management Pte Ltd 160 Paya Lebar Road #05-05 Orion@Paya Lebar, Singapore 409022

Valuation Certificate cont.

Terminal Capitalisation Rate	:	**Balance Tenure**	**Terminal Capitalisation Rate**
		15.9 years	7.00%
		25.9 years	6.50%
Discount Rate	:	**Balance Tenure**	**Discount Rate**
		15.9 years	8.50%
		25.9 years	8.25%

Date of Inspections : 6 June 2024 and 3 September 2024

Date of Issue : 18 November 2024

Valuation Date : 1 September 2024

Market Values (exclusive of GST) : **SUBJECT TO THE PROPOSED MASTER LEASE AND PAYMENT OF UPFRONT LAND PREMIUM**

(A) LEASEHOLD 60 YEARS WITH EFFECT FROM 16 JULY 1980 (I.E. WITH A BALANCE LEASE OF ABOUT 15.9 YEARS)

S$1,033,000,000
(Singapore Dollars One Billion And Thirty-Three Million Only)
BASED ON 100% INTEREST

S$22,927 psm (S$2,130 psf) over GFA
S$73,904 psm (S$6,866 psf) over NLA

(B) LEASEHOLD 60 YEARS WITH EFFECT FROM 16 JULY 1980 WITH A FURTHER TERM OF 10 YEARS (I.E. WITH A BALANCE LEASE OF ABOUT 25.9 YEARS)

S$1,403,000,000
(Singapore Dollars One Billion Four Hundred And Three Million Only)
BASED ON 100% INTEREST

S$31,139 psm (S$2,893 psf) over GFA
S$100,375 psm (S$9,325 psf) over NLA

Assumptions, Disclaimers, Limitations & Qualifications :

This Valuation Certificate is provided subject to the assumptions, disclaimers, limitations and qualifications detailed throughout this certificate which are made in conjunction with those included within the General Scope of Valuation Work and General Terms of Business for Valuation Services located at the end of this certificate. Reliance on this certificate and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. Use by, or reliance upon this document for any other purpose if not authorised, Knight Frank Pte Ltd is not liable for any loss arising from such unauthorised use or reliance. The document should not be reproduced without our written authority. The valuers have no pecuniary interest that would conflict with the proper valuation of the Property.

The valuation is carried out in accordance with the Singapore Institute of Surveyors and Valuers (SISV) Valuation Standards and Practice Guidelines and International Valuation Standards (IVS), and all codes, standards and requirements of professionalism have been met. The valuation certificate analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased professional analyses, opinions and conclusions. This valuation certificate has been vetted as part of Knight Frank Pte Ltd's quality assurance procedures.

The firm is acting in this capacity as an independent contractor and not as an employee or agent of Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT) and Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT) nor is the firm authorised by implication or otherwise, to represent the firm as Keppel DC REIT Management Pte. Ltd. (as Manager of Keppel DC REIT)'s and Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT)'s employee or agent. The valuers, the valuers' associates, Knight Frank, Knight Frank's associates and any of Knight Frank's partners or directors are not a substantial shareholder, director or employee of Keppel DC REIT or any of Keppel DC REIT's subsidiaries. Knight Frank is not a related corporation or a substantial shareholder of Keppel DC REIT or any of Keppel DC REIT's subsidiaries. The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The valuers, on behalf of Knight Frank Pte Ltd, with the responsibility for this report are Sherri Fong, MSISV and Perry Khoo, MSISV. We certify that the valuers undertaking this valuation on behalf of Knight Frank Pte Ltd, are authorised to practise as valuers and have at least 15 years continuous experience in valuing in a similar industry and area as the Property to be valued. Each of the valuers is a holder of an appraiser's licence issued by the Inland Revenue Authority of Singapore and a member of the Singapore Institute of Surveyors and Valuers.

Prepared by : Knight Frank Pte Ltd

Signed by:	Signed by:
Low Kin Hon	Sherri Fong
Deputy Chief Executive Officer and Head, Valuation & Advisory	Senior Director, Valuation & Advisory
B.Sc.(Estate Management) Hons.,FSISV	B.Sc.(Estate Management) Hons.,MSISV
Appraiser's Licence No. AD 041-2003752I	Appraiser's Licence No. AD 041-2008950C
For and on behalf of Knight Frank Pte Ltd	For and on behalf of Knight Frank Pte Ltd

KF ref: 1266/KREIT/1/24/PK/SF/sl

General Scope of Valuation Work

As required by the Singapore Institute of Surveyors and Valuers (SISV) Valuation Standards and Practice Guidelines / International Valuation Standards this General Scope of Valuation Work describes information we will rely on, the investigations that we will undertake, the limits that will apply to those investigations and the assumptions we will make, unless we are provided with or find information to the contrary.

Definitions

"**Assumption**" is something which it is agreed the valuer can reasonably accept as being true without specific investigation or verification.

"**Property**" is the interest which we are instructed to value in land including any buildings or other improvements constructed upon it.

"**Valuation**" shall mean any valuation report, valuation certificate, supplementary report or subsequent/update report, produced pursuant to this engagement and any other replies or information we produce in respect of any such report and/or any relevant property.

1. Property to be valued

1.1 We will exercise reasonable care and skill (but will not have an absolute obligation to you) to ensure that the Property, identified by the address provided in your instructions, is the Property inspected by us and included within our Valuation. If there is ambiguity as to the Property address, or the extent of the Property to be valued, this should be drawn to our attention in your instructions or immediately upon receipt of our Valuation.

1.2 We are entitled to rely upon the information provided to us, by the sources listed in the Valuation, relating to the Property to be valued, including details of tenure, tenancies, and sub-tenancies, other third-party interests, planning consents and other relevant matters, as summarised in our Valuation. For the avoidance of doubt, we are not obliged to, and will not conduct any checks with any government departments, and/or any other regulatory authorities on the legality of the structures, approved gross floor area or any other information that has been so provided to us. We will not make or commission any investigations to verify any of this information. In particular, we will not investigate or verify that:

(a) all title information relied upon and referred to in our Valuation is complete and correct,

(b) all documentation is satisfactorily drawn,

(c) there are no undisclosed onerous conditions or restrictions that could impact on the marketability of the Property valued, and

(d) there is no material litigation pending, relating to the Property valued.

We shall not be held liable for any loss, and/or damage of any kind that may relate to or arise from any such information that was provided to us, being found to be unreliable, and/or inaccurate in any way.

1.3 Unless otherwise stated, all information has been obtained by our search of records and examination of documents or by enquiry from Government departments or other appropriate authorities.

1.4 Where we provide a plan of the Property in our Valuation this is for identification only. While the plan, and the extent of the Property outlined in the plan is based on our understanding of the information provided to us, and/or our understanding of the boundaries of the Property, it must not be relied upon to define boundaries, title or easements.

1.5 Our Valuation will include those items of plant and machinery normally considered to be part of the service installations to a building and which would normally pass with the Property on a sale or letting. We will exclude all other items of process plant, machinery, trade fixtures and equipment, chattels, vehicles, stock and loose tools, and any tenant's fixtures and fittings.

1.6 Unless agreed otherwise in writing we will neither investigate nor include in our Valuation any unproven or unquantified mineral deposits, felled timber, airspace or any other matter which may or may not be found to be part of the Property, but which would not be known to a buyer or seller on the valuation date.

1.7 Unless agreed otherwise our Valuation will make the Assumption that all parts of the Property occupied by the current owner on the valuation date would be transferred with vacant possession and any tenancies, sub-tenancies or other third-party interests existing on the valuation date will continue.

1.8 Where requested legal title and tenancy information is not provided in full, in the absence of any information provided to the contrary, our Valuation will make the Assumption that the subject Property has good title and is free from any onerous restrictions and/or encumbrances or any such matter which would diminish its value.

2. Portfolios

2.1 Where instructed to value a portfolio of properties, unless specifically agreed with you otherwise, we will value each Property separately on the basis that it is offered individually to the market.

3. Building age, specification and condition

3.1 Where the age of the building is estimated, this is for guidance only.

3.2 We will note the general condition of any building and any building defect brought to our attention and reflect this in our Valuation. We will not undertake a detailed investigation of the materials or methods of construction or of the condition of any specific building element. We will not test or commission a test of service installations. Unless we become aware during our normal investigations of anything to the contrary and mention this in our Valuation, our Valuation will, make the Assumption that:

(a) any building is in a condition commensurate with its age, use and design and is free from significant defect,

(b) no construction materials have been used that are deleterious, or likely to give rise to structural defects,

(c) no potentially hazardous or harmful materials are present, including asbestos,

(d) all relevant statutory requirements relating to use, construction and fire safety have been complied with,

(e) any building services, together with any associated computer hardware and software, are fully operational and free from impending breakdown or malfunction and

(f) the supply to the building of electricity, data cable network and water, are sufficient for the stated use and occupancy.

3.3 If you require information on the structure or condition of any building our specialist building surveyors can provide a suitable report.as a separate service.

4. Environment and sustainability

4.1 Our Valuation will reflect the market's perception of the environmental performance of the Property and any identified environmental risks as at the valuation date. This may include reflecting information you provide to us that has been prepared by suitably qualified consultants on compliance of existing or proposed buildings with recognised sustainability metrics. Where appropriate we will research any freely available information issued by public bodies on the energy performance of existing buildings.

4.2 We will investigate whether the Property has a current Energy Performance Certificate on the relevant government register and report our findings. As part of our valuation service, we will not advise on the extent to which the Property complies with any other Environmental, Social or Governance (ESG) metrics or to what extent the building, structure, technical services, ground conditions, will be impacted by future climate change events, such as extreme weather, or legislation aimed at mitigating the impact of such events. If required KF may be able to advise on ESG considerations and their long-term impact on a Property as a separate service.

5. Ground conditions and contamination

5.1 We will only rely on any information you may provide to us about the findings and conclusions of any specialist investigations into ground conditions or any contamination that may affect the Property. Where such information is not provided to us by you for the purposes of the Valuation, we are not obliged to, and will not conduct any independent investigation into these matters.

5.2 Unless specifically instructed by you to do so, we will not commission specialist investigations into past or present uses either of the Property or any neighbouring property to establish whether there is contamination or potential for contamination, or any other potential environmental risk. Neither will we be able to advise on any remedial or preventive measures.

5.3 Where we have been instructed by you to commission any investigation in accordance with Clause 5.2 above, we will comment on our findings and any relevant information discovered during our investigations in our Valuation.

5.4 Unless we become aware of anything to the contrary and mention this in our Valuation, for each Property valued our Valuation will make the Assumption that:

(a) the site is physically capable of development or redevelopment, when appropriate, and that no extraordinary costs will be incurred in providing foundations and infrastructure,

(b) there are no archaeological remains on or under the land which could adversely impact on value,

(c) the Property is not adversely affected by any form of pollution or contamination,

(d) there is no abnormal risk of flooding,

(e) there are no high voltage overhead cables or large electrical supply equipment affecting the Property,

(f) the Property does not have levels of radon gas that will require mitigation work, and

(g) there are no invasive species present at the Property or within close proximity to the Property.

(h) There are no protected species which could adversely affect the use of the Property.

6. Planning and highway enquiries

6.1 We may, but are not obliged to research freely available information on planning history and relevant current policies or proposals relating to any Property being valued using the appropriate authorities' website. Our Valuation will make the Assumption that any information obtained from any such research, if conducted, will be correct, but our findings should not be relied on for any contractual purpose. We are not obliged to, and will not commission a formal local search.

6.2 Unless we obtain information from you to the contrary, Our Valuation will make the Assumption that:

(a) the use to which the Property is put is lawful and that there is no pending enforcement action,

(b) there are no local authority proposals that might involve the use of compulsory purchase powers or otherwise directly affect the Property.

6.3 We do not undertake searches to establish whether any road or pathways providing access to the Property are publicly adopted. Unless we receive information to the contrary or have other reason to suspect an adjoining road or other access route is not adopted, our Valuation will make the Assumption that all such routes are publicly adopted.

7. Other statutory and regulatory requirements

7.1 A property owner or occupier may be subject to statutory regulations depending on their use. Depending on how a particular owner or occupier uses a building, the applicable regulations may require alterations to be made to buildings. Our valuation service does not include identifying or otherwise advising on works that may be required by a specific user in order to comply with any regulations applicable to the current or a proposed use of the Property. Unless it is clear that similar alterations would be required by most prospective buyers in the market for a property, our Valuation will make the Assumption that no work would be required by a prospective owner or occupier to comply with regulatory requirements relating to their intended use.

7.2 We are not obliged to, and will not investigate or comment on licences, permits, and/or approvals of any kind that may be required by the current or any potential users of the Property relating to their use or occupation.

8. Measurements

8.1 Where building floor areas are required for our valuation, unless we have agreed to rely on floor areas provided by you or a third party, we will take measurements and calculate the appropriate floor areas for the buildings in accordance with the appropriate standard. These measurements will either be wholly taken by us during our inspection or from scaled drawings provided to us and checked by sample measurements on site. The floor areas will be within a tolerance that is appropriate having regard to the circumstances and purpose of the valuation instruction.

9. Investment properties

9.1 Where the Property valued is subject to a tenancy or tenancies, we will have regard to the market's likely perception of the financial status and reliability of tenants in arriving at our Valuation. We will not undertake detailed investigations into the financial standing of any tenant. Unless we are provided with information by you to the contrary our Valuation will make the Assumption that there are no material rent arrears or breaches of other lease obligations.

10. Development properties

10.1 If we are instructed to value Property for which development, redevelopment or substantial refurbishment is proposed or in progress, we strongly recommend that you supply us with build cost and other relevant information prepared by a suitably qualified construction cost professional, such as a quantity surveyor. We shall be entitled to rely on such information in preparing our valuation. If a professional estimate of build costs is not made available, we will rely on published build cost data, but this must be recognised as being less reliable as it cannot account for variations in site conditions and design. This is particularly true for refurbishment work or energy efficiency and environmental upgrades. In the absence of a professionally produced cost estimate for the specific project we may need to qualify our report and the reliance that can be placed on our Valuation, all of which will be set out in our Valuation.

10.2 For Property in the course of development, we will reflect the stage reached in construction and the costs remaining to be spent at the date of valuation. We will have regard to the contractual liabilities of the parties involved in the development and any cost estimates that have been prepared by the professional advisers to the project. For recently completed developments we will take no account of any retentions, nor will we make allowance for any outstanding development costs, fees, or other expenditure for which there may be a liability.

11. GST, taxation and costs

11.1 The reported valuation will be our estimate of the price that would be agreed with no adjustment made for costs that would be incurred by the parties in any transaction, including any liability for GST, stamp duty or other taxes. It is also gross of any mortgage or similar financial encumbrance.

12. Property insurance

12.1 Except to the limited extent provided in clause 3 and clause 4 above we do not investigate or comment on how potential risks would be viewed by the insurance market. Our Valuation will be on the Assumption that each Property would, in all respects, be insurable against all usual risks including fire, terrorism, ground instability, extreme weather events, flooding and rising water table at normal, commercially acceptable premiums.

13. Reinstatement cost estimates

13.1 We can only accept a request to provide a building reinstatement cost estimate for insurance purposes alongside our Valuation of the Property interest on the following conditions:

(a) the assessment provided is indicative, without liability and only for comparison with the current sum insured, and

(b) the building is not specialised or listed as being of architectural or historic importance.

13.2 Otherwise, we can provide an assessment of the rebuilding cost by our specialist building surveyors as a separate service.

14. Legal advice

14.1 We are appointed to provide valuation opinion(s) in accordance with our professional duties as valuation surveyors. The scope of our service is limited accordingly. We are not qualified legal practitioners and we do not provide legal advice. Further, and without prejudice to the generality of this Clause 14.1:

(a) Where reassurance is required on planning matters, we recommend that, amongst other things, formal written enquiries should be undertaken by your legal advisers.

(b) Unless instructed to the contrary, we will not read title or lease documentation and will make the Assumption that summary tenure and tenancy information provided is accurate and includes all material factors that could impact value.

(c) If we indicate what we consider the effect of any provision in the Property's title documents, leases or other legal requirements may have on value, we strongly recommend that this be reviewed by a qualified lawyer before you take any action relying on our Valuation.

15. Loan security

15.1 If we are requested to comment on the suitability of the Property as a loan security, we are only able to comment on any risk to the reported value that is inherent in either its physical attributes or the interest valued. We will not comment on the degree and adequacy of capital and income cover for an existing or proposed loan or on the borrower's ability to service payments.

16. Attendance in court

16.1 The valuer is not obliged to give evidence, appear in Court, or participate in any proceedings, whether legal or otherwise, involving you and/or any other party, arising from, or in connection with the contents of the valuation report and/or certificate, and/or the Property. If the valuer's assistance is required for the purposes of any such proceedings, the necessary arrangements shall be discussed, and the valuer's, and Company's consent, shall be obtained in writing.

General Terms of Business for Valuation Services

Important Notice

If you have any queries relating to this Agreement, please let us know as soon as possible and in any event before signing the Terms of Engagement Letter and/or giving us instructions to proceed.

Your instructions to proceed (howsoever received, whether orally or in writing) will constitute your offer to purchase our services on the terms of the Agreement.

Accordingly, our commencement of work pursuant to your instructions shall constitute acceptance of your offer and as such establish the contract between us on the terms of the Agreement.

These General Terms of Business for Valuation Services (the "**General Terms**"), the General Scope of Valuation Work (the "General Scope of Work") and our Terms of Engagement Letter (the "**Engagement Letter**") together form the agreement between you and us (the "**Agreement**"). References to "**you**", "**your**" etc. are to persons or entities who are our client and, without prejudice to clauses 3 and 4 below, to any persons purporting to rely on our Valuation.

Unless **the** context otherwise requires, all other terms and expressions used but not defined herein shall have the meaning ascribed to them in the Engagement Letter.

When used within these General Terms, the General Scope of Work and/or in the Engagement Letter, the term "**Valuation**" shall mean any valuation report, supplementary report or subsequent/update report, produced pursuant to our engagement and any other replies or information we produce in respect of any such report and/or any relevant property. Any words following the terms "**including**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

All of the terms set out in these General Terms shall survive termination of the Agreement.

In the event of any inconsistency between these General Terms, the Scope of Work and the Engagement Letter, the order of precedence should be as follows: (1) the Engagement Letter, (2) the Scope of Work and (3) these General Terms.

1. Knight Frank

1.1 Knight Frank Pte Ltd ("**Knight Frank**", "**Company**", "**our**", "**us**", or "**we**") is a privately owned company with registration number 198205243Z. Knight Frank is a corporate body which has employees and not partners. Any work done by an employee of Knight Frank pursuant to this Agreement is done in the capacity as an employee of the Company.

1.2 Knight Frank's registered office is at 10 Collyer Quay #08-01 Ocean Financial Centre Singapore 049315 where a list of employees may be inspected.

1.3 The term "**Knight Frank Person**" shall, when used in this Agreement shall mean any employee of Knight Frank.

1.4 Our GST registration number is M2-0058829-X.

1.5 The details of our professional indemnity insurance will be provided to you on request made in writing.

1.6 Valuations will be carried out in accordance with the Singapore Institute of Surveyors and Valuers (SISV) Valuation Standards and Practice Guidelines and International Valuation Standards (IVS).

2. Governing law and jurisdiction

2.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation or any Valuation shall be governed by and construed in accordance with Singapore law.

2.2 The courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation or any Valuation. This will apply wherever the relevant property or the client, or any relevant third party, is located or the service is provided.

3. Limitations on liability

3.1 Subject to clause 3.8, the maximum total liability of Knight Frank for any direct loss or damage, arising out of or in connection with this Agreement and/or its subject matter and/or the Valuation, is limited to the lower of S$1 million or 3 times the fees payable to Knight Frank pursuant to this Agreement.

3.2 Subject to clause 3.8, Knight Frank shall not be liable for any loss of profits, loss of data, loss of chance, loss of goodwill, or any indirect or consequential loss of any kind.

3.3 Knight Frank's liability to you shall be reduced to the extent that we prove that we would have been able to claim a contribution, whether pursuant to the ***Contributory Negligence and Personal Injuries Act*** or otherwise at law, from one or more of the other professionals instructed by you in relation to any relevant property and/or the Purpose (and in each case if, as a result of an exclusion or limitation of liability in your agreement with such professional, the amount of such contribution would be reduced, our liability to you shall be further reduced by the amount by which the contribution we would be entitled to claim from such professional is reduced).

3.4 Subject to clause 3.8, any limitation on our liability will apply however such liability is or would otherwise have been incurred, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise.

3.5 Except as set out in clauses 3.6 and 4.7 and 4.8 below no third party shall have any right to enforce any of the terms of this Agreement, whether under the ***Contracts (Rights of Third Parties) Act 2001***, or otherwise.

3.6 No claim arising out of or in connection with this Agreement may be brought against any Knight Frank Person. Those individuals will not have a personal duty of care to you or any other person and any such claim for losses must be brought against Knight Frank. Any Knight Frank Person may enforce this clause under the ***Contracts (Rights of Third Parties) Act 2001***, but the terms of this Agreement may be varied by agreement between the client and Knight Frank at any time without the need for any Knight Frank Person to consent.

3.7 No claim, action or proceedings arising out of or in connection with the Agreement and/or any Valuation shall be commenced against us after the expiry of the earlier of (a) six years from the Valuation Date (as set-out in the relevant Valuation) or (b) any limitation period prescribed by law.

3.8 Whether or not specifically qualified by reference to this clause, nothing in the Agreement shall exclude or limit our liability in respect of fraud, or for death or personal injury caused by our negligence or negligence of those for whom we are responsible, or for any other liability to the extent that such liability may not be so excluded or limited as a matter of applicable law.

4. Purpose, reliance and disclosure

4.1 The Valuation is prepared and provided solely for the stated purpose. Unless expressly agreed by us in writing, it cannot be relied upon, and must not be used, for any other purpose and, subject to clause 3.8, we will not be liable for any such use.

4.2 Without prejudice to clause 4.1 above, the Valuation may only be relied on by our Client. Unless expressly agreed by us in writing the Valuation may not be relied on by any third party and we will not be liable for any such purported reliance.

4.3 Subject to clause 4.4 below, the Valuation is confidential to our Client and must not be disclosed, in whole or in part, to any third party without our express written consent (to be granted or withheld in our absolute discretion). Subject to clause 3.8, Knight Frank shall not be liable for any loss or damage of any kind to any third party for the whole or any part of any Valuation disclosed in breach of this clause.

4.4 Notwithstanding any statement to the contrary in the Agreement, you may disclose documents to the minimum extent required by any court of competent jurisdiction or any other competent judicial or governmental body or the laws of Singapore.

4.5 Neither the whole nor any part of the Valuation and/or any reference thereto may be included in any published document, circular or statement nor published in any way whatsoever whether in hard copy or electronically (including on any website) without our prior written consent and approval of the form and context in which it may appear.

4.6 Where permission is given for the publication of a Valuation neither the whole nor any part thereof, nor any reference thereto, may be used in any publication or transaction that may have the effect of exposing us to liability for actual or alleged violations of the Securities Act 1933 as amended, the Securities Exchange Act of 1934 as amended, any state Blue Sky or securities law or similar federal, state provincial, municipal or local law, regulation or order in either the United States of America or Canada or any of their respective territories or protectorates (the "**Relevant Securities Laws**"), unless in each case we give specific written consent, expressly referring to the Relevant Securities Laws.

4.7 You agree that we, and/or any Knight Frank Person, may be irreparably harmed by any breach of the terms of this clause 4 and that damages may not be an adequate remedy. Accordingly, you agree that we and/or any Knight Frank Person may be entitled to the remedies of injunction or specific performance, or any other equitable relief, for any anticipated or actual breach of this clause.

4.8 You agree to indemnify and keep fully indemnified us, and each relevant Knight Frank Person, from and against all liabilities, claims, costs (including legal and professional costs), expenses, damages and losses arising from or in connection with any breach of this clause 4 and/or from the actions or omissions of any person to whom you have disclosed (or otherwise caused to be made available) our Valuation otherwise than in accordance with this clause 4.

4.9 You warrant and represent that all information provided to us shall be accurate, complete and up-to-date and can be relied upon by us for the purposes of the Agreement and you shall be liable to us or any other third party for any such information provided by you that is not accurate, complete or up-to-date.

5. Knight Frank network

5.1 Knight Frank is a member of an international network of independent firms which may use the "Knight Frank" name and/or logos as part of their business name and operate in jurisdictions outside Singapore (each such firm, an "**Associated Knight Frank Entity**").

5.2 Unless specifically agreed otherwise, in writing, between you and us: (i) no Associated Knight Frank Entity is our agent or has authority to enter into any legal relations and/or binding contracts on our behalf; and (ii) we will not supervise, monitor or be liable for any Associated Knight Frank Entity or for the work or actions or omissions of any Associated Knight Frank Entity, irrespective of whether we introduced the Associated Knight Frank Entity to you.

5.3 You are responsible for entering into your own agreement with any relevant Associated Knight Frank Entity.

5.4 This document has been originally prepared in the English language. If this document has been translated and to the extent there is any ambiguity between the English language version of this document and any translation thereof, the English language version as prepared by us shall take precedence.

6. Severance

6.1 If any provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision. If express agreement regarding the modification or meaning or any provision affected by this clause is not reached, the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

7. Entire agreement

7.1 The Agreement, together with any Valuation produced pursuant to it (the Agreement and such documents together, the "**Contractual Documents**") constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

7.2 Subject to clause 3.8 above, you agree that in entering into the Agreement you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Contractual Documents. You further agree that you shall have no claim for innocent or negligent misrepresentation based on any statement set out in the Contractual Documents.

7.3 The Engagement Letter, the Scope of Work and these General Terms shall apply to and be incorporated in the contract between us and will prevail over any inconsistent terms or conditions contained or referred to in your communications or publications or which would otherwise be implied. Your standard terms and conditions (if any) shall not govern or be incorporated into the contract between us.

7.4 Subject to clause 3.8 and clause 6, no addition to, variation of, exclusion or attempted exclusion of any of the terms of the Contractual Documents will be valid or binding unless recorded in writing and signed by duly authorised representatives on behalf of the parties.

8. Assignment

You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of the rights and obligations under the Agreement without our prior written consent (such consent to be granted or withheld in our absolute discretion).

9. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

10. Our fees

10.1 Without prejudice to clause 10.3 below, you become liable to pay our fees upon issuance of the Valuation. For the avoidance of doubt, unless expressly agreed otherwise in writing, the payment of our fees is not conditional on any other events or conditions precedent.

10.2 If any invoice remains unpaid after the date on which it is due to be paid, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is made at 1.5% per month.

10.3 If we should find it necessary to use legal representatives or collection agents to recover monies due, you shall, to the extent permitted by law, be liable for any, and all costs, and expenses incurred by Knight Frank in doing so.

10.4 If before the Valuation is concluded you end this instruction, we shall be entitled to charge abortive fees (calculated on the basis of a proportion of the total fee by reference to reasonable time and expenses incurred), with a minimum charge of 50% of the full fee if we have already inspected the property (or any property, if the instruction relates to more than one).

10.5 If you delay the instruction by more than 30 days or materially alter the instruction which resulted to additional work required at any stage or if we are instructed to carry out additional work that we consider (in our reasonable opinion) to be either beyond the scope of providing the Valuation or to have been requested after we have finalised our Valuation (including, but not limited to, commenting on reports on title), we shall be entitled to charge additional fees for this work. Such additional fees will be calculated on the basis of reasonable time and expenses incurred, and be notified to you in writing.

10.6 Where the valuation is for loan security purposes, Knight Frank shall not be bound by any term of any loan arrangement between the client and the borrower, whether in relation to the party responsible for payment of fees to Knight Frank, or any other conditions relating to such payment, whether or not notice of any such term has been brought to Knight Frank's notice.

11. Anti-bribery, corruption & Modern Slavery

11.1 We agree that throughout the term of our appointment we shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act, (the "Relevant Requirements");

(b) not engage in any activity, practice or conduct which would constitute an offence under Prevention of Corruption Act if such activity, practice or conduct had been carried out in Singapore;

(c) maintain anti-bribery and anti-corruption policies to comply with the Relevant Requirements and any best practice relating thereto; and

(d) promptly report to you any request or demand for any undue financial or other advantage of any kind in connection with the performance of our services to you.

11.2 We take all reasonable steps to ensure that we conduct our business in a manner that is consistent with our Anti-Slavery Policy and comply with applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

12. Data Protection

12.1 For the purposes of this clause "Data Protection Legislation" means: the ***Personal Data Protection Act***, and any regulations and secondary legislation, as amended or updated from time to time, in Singapore. The terms "Personal Data", "Data Processor" and "Data Subject" shall have the meanings ascribed to them in the Data Protection Legislation.

12.2 You and we shall comply with applicable requirements of the Data Protection Legislation.

12.3 Without prejudice to the generality of the foregoing, you will not provide us with Personal Data unless the Agreement requires the use of it, and/or we specifically request it from you. By transferring any Personal Data to us you warrant and represent that you have the necessary authority to share it with us and that the relevant Data Subjects have been given the necessary information regarding its sharing and use.

12.4 We may transfer Personal Data you share with us to other Associated Knight Frank Entities and/or group undertakings. We will only transfer such Personal Data where we have a lawful basis for doing so and have complied with the specific requirements of the Data Protection Legislation.

12.5 Full details of how we use Personal Data can be found in our Privacy Statement at http://www.knightfrank.com/legals/privacy-statement.

13. Waiver

13.1 Failure to exercise, or a delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this Agreement does not constitute a waiver of a subsequent or prior breach of this Agreement.

18 November 2024

30 Cecil Street
#20-03 Prudential Tower
Singapore 049712

REG NO.: 198703410D
T: (65) 68366888
F: (65) 68362668
savills.com

Perpetual (Asia) Limited
(in its capacity as trustee of Keppel DC REIT) (the "REIT Trustee")
c/o Keppel DC REIT Management Pte Ltd
1 HarbourFront Avenue
#18-01 Keppel Bay Tower
Singapore 098632

SUMMARY LETTER AND VALUATION CERTIFICATE IN RESPECT OF 82 GENTING LANE SINGAPORE 349567

We refer to your instructions of 10th May 2024 and 29th July 2024 to undertake a valuation in respect of the above property set out overleaf (the "**Property**"). The purpose of Valuation is to determine the market values as at 1st September 2024 for acquisition (the "**Transaction**") purpose.

In accordance with your instructions, we have prepared a comprehensive, formal valuation report for the Property (the "**Report**") as at 1st September 2024. For the purpose of the Transaction, we have prepared this summary letter and Valuation Certificate (enclosed hereto at Appendix 1) which outline the key factors which have been considered in arriving at our opinion of Market Value for the Property.

We advise that the Valuation Certificate should not be relied upon in isolation, and is to be read in conjunction with our Report which contain certain critical assumptions and limitations.

Basis of Valuation

Our valuation is on the basis of Market Value which is defined as "*The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgably, prudently and without compulsion.*"

This definition of market value is consistent with the international definition of Market Value as advocated by Royal Institution of Chartered Surveyors (RICS), International Valuation Standards (IVS), and Singapore Institute of Surveyors & Valuers (SISV).

We have been instructed to assess each Property on an "*As Is*" basis, subject to existing tenancies and master lease arrangements.

We have taken into account that effective for annual periods beginning after 1 January 2019, the Singapore Financial Reporting Standards (International) (SFRS(I)s) require entities to measure or disclose the fair value of assets and liabilities. The SFRS(I) 13 on Fair Value Measurement defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We have taken into consideration the financial reporting standard and have regarded the existing use as the highest and best use, given the existing state of the property/ planning guidelines and in the absence of evidence to the contrary.

savills

Brief Property Description*

S/N	Property	Legal Description (Mukim 24)/ Land Area	Gross Floor Area	Lettable Floor Area	Tenure
1	82 Genting Lane Singapore 349567 (KDC SGP 7 and KDC SGP 8)	6205N for entire development (includes land lot for a potential third data centre) 18,092.1 sm or thereabouts (excluding land for a potential third data centre)	45,056.1 sm[1] (for KDC SGP 7, KDC SGP 8 and ancillary space for shared facilities such as guard house and substation only)	13,977.6 sm[1] (for KDC SGP 7 and KDC SGP 8 only)	Leasehold for 60 + 10 years commencing from 16 July 1980[2]

* Note:

1. As advised, and subject to final survey
2. We are instructed to base on the balance un-expired interest of approximately (i) 15.9 years of the existing lease and (ii) 25.9 years, assuming further lease term of 10 years is granted by the Lessor.

Master Lease Arrangement

We are advised that KDC SGP 7 and KDC SGP 8 will be 100% leased to Keppel DCS3 Services Pte Ltd as Master Lessee for 10 years commencing from (and including) the date of completion of the acquisition of KDC SGP 7 and KDC SGP 8.

For KDC SGP 7, the master lease under the Initial Term will be based on an annual fixed rent of $11,000,000 for the first year which is subject to an annual escalation of 3.0% per annum thereafter, as well as a variable rent based on 99.0% of the net earnings before interest, tax, depreciation and amortisation, after deducting fixed rent of the Master Lease (“EBITDA Amount”).

For KDC SGP 8, the master lease under the Initial Term will comprise of an annual fixed rent as well as a variable rent based on 99.0% of the EBITDA Amount. The annual fixed rent for the first year is $9,200,000. The annual fixed rent for the second year is $11,330,000 which is subject to an annual escalation of 3.0% per annum thereafter.

The Master Lessee is responsible for all outgoings while the Master Lessor is responsible for property tax, land rent (where applicable), insurance and capital expenditure.

As instructed, the subject property is 100.0% committed and the valuation does not take into account income support.

savills

Valuation Methodology

The valuations are determined on the basis that the Properties, the Titles thereto and their use are not affected by any matter other than that mentioned in the Reports. Furthermore, it has been assumed that reasonable resources are available in negotiating the sale and exposing the properties to the market. In assessing the Market Value of the Property we have considered two bases of valuation being:

- Income Capitalisation Method; and
- Discounted Cash Flow Analysis (DCF)

Given the nature of the Property, we have relied upon the Income Capitalisation Method and Discounted Cash Flow Analysis (DCF) as they best address the main criteria upon which investments within this sector are normally bought and sold.

Income Capitalisation Method

Under this method, we have studied and analysed both the existing and recent market rent evidence of similar properties available from various sources in the market. The estimated net market income is capitalised at a market-based capitalisation rate which reflects both the risk and benefits of the subject property as an investment.

The adopted capitalisation rate reflects the nature, location, tenure and tenancy profile of the property together with the prevailing property market condition. Reference has been made from comparable yields derived from comparable properties' transactions and capitalisation rates adopted by major REITs and funds / investors for comparable asset type.

Discounted Cash Flow Analysis (DCF)

A 10-year cashflow has been prepared taking into account the ability of the property to generate income based on certain market assumptions.

Each year's net operating income during the period is present value to the current at an appropriate discount rate. The property's anticipated sale value at the end of the 10-year's cashflow (i.e. its terminal value) is also discounted to its present value and added to the discounted income stream to arrive at the total present market value of the property.

Our capitalisation rates are based on comparable evidence and market sentiment and the discount rates are based on 10-year Singapore Government bond rate plus our assumed inflation rate and risk premium modelled in our cash flows.

We draw your attention to the fact that this analysis is based on projections considered in the light of available data; however, market conditions will change over time including being influenced by internal and external factors against which a review of assumptions may be warranted. For this reason, we stress that reliance of such projections must be made with full acceptance of their limited reliability and with due consideration of the commercial risks related to such forecasts.

Risks

Risk factors include macro-economic changes, local and regional market supply and demand dynamics, challenges pose by the evolution of the environmental, economic, and technical environment, geo-political developments and other events which impact international and domestic data centre industry. Risk factors also include changes to fiscal and monetary policies, property investment and lending markets.

Summary of Market Values

S/N	Property	Market Value (on a 100% interest of the Property)	Capitalisation Rate	Terminal Capitalisation Rate	Discount Rate
1	82 Genting Lane Singapore 349567 (KDC SGP 7 and KDC SGP 8)	**Un-Expired Land Lease Tenure of Approximately 15.9 Years**: $1,054,500,000 (Singapore Dollars One Billion Fifty-Four Million And Five Hundred Thousand Only) Rate over GFA (psm): $23,404 **Un-Expired Land Lease Tenure of Approximately 25.9 Years:** $1,383,500,000 (Singapore Dollars One Billion Three Hundred Eighty-Three Million And Five Hundred Thousand Only) Rate over GFA (psm): $30,706	**Un-Expired Land Lease Tenure of Approximately 15.9 Years**: 7.00% **Un-Expired Land Lease Tenure of Approximately 25.9 Years**: 6.50%	**Un-Expired Land Lease Tenure of Approximately 15.9 Years:** 7.50% **Un-Expired Land Lease Tenure of Approximately 25.9 Years:** 6.75%	**(Both Balance 15.9 years & 25.9 years):** 7.75%

The recommended Market Value is based on equal weightage on Income Capitalisation Method and Discounted Cash Flow Analysis. The reflected rate over lettable floor area is considered to be within reasonably acceptable range of values for similar asset class by investors/ industry players.

Conflict of Interest and Valuer Details

We hereby confirm that:

1. Savills is not a related corporation of and does not have a relationship with Keppel DC REIT Management Pte. Ltd. (“**KDCRML**”) or any other party whom KDCRML is contracting with which would interfere with our ability to give an independent and professional valuation of the Properties;

2. We do not have any pending business transactions, contracts under negotiation or other arrangements with KDCRML or any other party whom KDCRML with that would interfere with our ability to give an independent and professional valuation of the Property;

3. We are authorised under the law of the state or territory where the valuation takes place to practice as a valuer and issue a valuation report;

4. We have the necessary expertise and experience in valuing properties of the type in question and in the relevant area;

5. There are no other factors that would interfere with our ability to give an independent and professional valuation of the Property;

6. We have not valued the Properties for more than two consecutive financial years;

7. In relation to the real properties located in Singapore, we hold an appraiser's licence issued by the Inland Revenue Authority of Singapore and are members of the Singapore Institute of Surveyors and Valuers;

8. We have at least five years of experience in valuing real properties in a similar industry and area as the real property in which the valuation is to be conducted;

9. We are independent of KDCRML, Keppel DC REIT, the REIT Trustee, each of the related corporations of the KDCRML or any other party whom Keppel DC REIT is contracting with. Savills, Savills' associates and any of Savills' partners or directors are not a substantial shareholder, director or employee of Keppel DC REIT or Keppel DC REIT's subsidiaries. Savills is not a related corporation or a substantial shareholder of Keppel DC REIT or any of their subsidiaries;

10. We are not a sole practitioners; and

11. We have not been found to be in breach of any rule or law relevant to real property valuation and are not:

    a. denied or disqualified from membership of or licensing from;

    b. subject to any sanction imposed by;

    c. the subject of any disciplinary proceedings by; or

    d. the subject of any investigations which might lead to disciplinary actions by,

    any professional body or authority relevant to real property valuation.

Source of Information

All information has been provided by the REIT Manager, including, but not limited to, year of completion, configurations and on-site facilities, floor plans, tenancy schedules, the income & operating expense, and capex.

Assumptions, Disclaimers, Limitations, and Qualifications

Savills has prepared this letter and Valuation Certificate, for the Addressees to assist it in the Transaction, and has only been involved in the preparation of this summary and the valuation referred to therein.

This letter, the Valuation Certificate and the Report are based upon information made available to us at the date of issue. Any reliance upon this letter, the Valuation Certificate should be based upon the actual possession or sighting of an original Report duly signed and countersigned. We believe that this information is accurate and complete, however we have not independently verified all such information. In providing this summary, Savills is not providing advice about a financial product, nor the suitability of the investment. Savills does not, nor do the Valuers, hold a Financial Services License, and is not operating under such a licence in providing its opinion as to the value of the property detailed in this report.

Savills accepts no responsibility to third parties nor does it contemplate that the Report will be relied upon by third parties. We invite other parties who may come into possession of the Report to seek our written consent to them relying upon this report and we reserve our rights to review the contents in the event that our consent is sought.

The Valuations are current at the date of valuation only. The values assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). Liability for losses arising from such subsequent changes in value is excluded as a liability where the valuation is relied upon after the expiration of four months from the date of valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

Inclusion in any KDCRML announcements and any other documents by KDCRML (as the REIT Manager) for compliance with Singapore regulatory requirements and in connection with the purpose for which this report is produced is allowed provided they do not impinge on Savills' limitations around liability.

A physical copy of this report will also be made available at the offices of the manager of KDCRML for the unitholders of Keppel DC REIT to view its contents for reference only.

Your faithfully,

For and on behalf of

Savills Valuation & Professional Services (S) Pte Ltd

Cynthia Ng

FSISV/ FRICS

Licensed Appraiser No. AD041-2003388A

Bachelor of Science (Estate Management)

Managing Director (Valuation)

VALUATION CERTIFICATE

Property Address	**82 Genting Lane** **Singapore 349567**
Valuation Prepared For	Perpetual (Asia) Limited (in its capacity as trustee of Keppel DC REIT)
Purpose of Valuation	Acquisition
Legal Description	Lot 6205N Mukim 24 (for entire development)
Tenure	Leasehold for 60 years commencing from 16 July 1980 (according to our online title search and JTC Lease instrument I/66331G) with an option of a further lease term of 10 years. We are instructed to base on the balance un-expired interest of approximately (i) 15.9 years of the existing lease and (ii) 25.9 years, assuming further lease term of 10 years is granted by the Lessor.
Registered Lessee	Memphis 1 Pte. Ltd.
Brief Description	The subject development is located on the south-western side of Genting Lane, off Macpherson Road and Kallang Way, and is approximately 8.0 km from the City Centre. The subject development comprises two completed data centre buildings (i.e. KDC SGP 7 and KDC SGP 8) and another potential data centre building that is yet to be built. The property that form this valuation comprises the following: a) KDC SGP 7 – A 100.0% committed and operational Tier 3 data centre; and b) KDC SGP 8 – A 100.0% committed and operational Tier 3 data centre. Both data centre buildings are carrier neutral with a lower and upper roof as well as supporting services and equipment. We understand that KDC SGP 7 and KDC SGP 8 have obtained their Temporary Occupation Permit (TOP) on 6 March 2023 and 23 August 2024 respectively.
Site Area	18,092.1 sm or thereabouts (excluding land for a potential third data centre), as advised and subject to government's re-survey.
Gross Floor Area	45,056.1 sm (for KDC SGP 7, KDC SGP 8 and ancillary space for shared facilities such as guard house and substation only), as provided and subject to final survey
Lettable Floor Area	13,977.6 sm (for KDC SGP 7 and KDC SGP 8 only), as provided and subject to final survey
Tenancy Brief	We are advised that KDC SGP 7 and KDC SGP 8 will be 100% leased to Keppel DCS3 Services Pte Ltd as Master Lessee for 10 years commencing from (and including) the date of completion of the acquisition of KDC SGP 7 and KDC SGP 8. For KDC SGP 7, the master lease under the Initial Term will be based on an annual fixed rent of $11,000,000 for the first year which is subject to an annual escalation of 3.0% per annum thereafter, as well as a variable rent based on 99.0% of the net earnings before interest, tax, depreciation and amortisation, after deducting fixed rent of the Master Lease ("EBITDA Amount"). For KDC SGP 8, the master lease under the Initial Term will comprise of an annual fixed rent as well as a variable rent based on 99.0% of the EBITDA Amount. The annual fixed rent for the first year is $9,200,000. The annual fixed rent for the second year is $11,330,000 which is subject to an annual escalation of 3.0% per annum thereafter. The Master Lessee is responsible for all outgoings while the Master Lessor is responsible for property tax, land rent (where applicable), insurance and capital expenditure. As instructed, the subject property is 100.0% committed and the valuation does not take into account income support.
Land Rent	We understand that land rent is currently payable. However, we further understand that the upfront land premium for the un-expired lease term will be paid upon completion of the sale. We have estimated the total land premium payable for KDC SGP 7 and KDC SGP 8 of (i) $19,544,867 for the initial un-expired lease term of about 15.9 years; and (ii) $31,557,366 for unexpired lease term of about 25.9 years, assuming further 10 years lease term will be granted.
Permitted Use	Data Centre
Annual Value (AV)	$13,711,000 (for the entire development and includes the annual value of $8,090,000 for the land under development (developed in phases) that has been granted exemption of property tax with effect from 6 March 2023). Property tax is payable at 10.00% per annum of the assessed AV.
Master Plan (2019)	"Business 2" with gross plot ratio of 2.5

VALUATION CERTIFICATE

Basis of Valuation	"As-Is" basis for each of KDC SGP 7 and KDC SGP 8, subject to existing tenancies and master lease arrangement We have taken into account that effective for annual periods beginning after 1 January 2019, the Singapore Financial Reporting Standards (International) (SFRS(I)s) require entities to measure or disclose the fair value of assets and liabilities. The SFRS(I) 13 on Fair Value Measurement defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We have taken into consideration the financial reporting standard and have regarded the existing use as the highest and best use, given the existing state of the property/planning guidelines and in the absence of evidence to the contrary.
Valuation Approaches	Income Capitalisation Method and Discounted Cash Flow Analysis
Material Date of Valuation	1 September 2024
Key Valuation Parameters	

	Un-Expired Land Lease Tenure	
	15.9 Years	**25.9 years**
Capitalisation Rate	7.00%	6.50%
Terminal Capitalisation Rate	7.50%	6.75%
Discount Rate	7.75%	7.75%

Recommended Market Value (based on a 100% basis of the Property)	Un-Expired Land Lease Tenure of Approximately 15.9 Years: $1,054,500,000 (Singapore Dollars One Billion Fifty-Four Million And Five Hundred Thousand Only) Rate over Gross Floor Area: $23,404 /sm Un-Expired Land Lease Tenure of Approximately 25.9 Years: $1,383,500,000 (Singapore Dollars One Billion Three Hundred Eighty-Three Million And Five Hundred Thousand Only) Rate over Gross Floor Area: $30,706 /sm
Assumptions, Disclaimers, Limitations & Qualifications	This valuation is provided subject to the assumptions, disclaimers, limitations, qualifications detailed throughout the valuation report and also the limiting conditions herein.
Prepared by	

Cynthia Ng	**Cynthia Soo**
FSISV/FRICS	**MSISV**
Licensed Appraiser No. AD041-2003388A	**Licensed Appraiser No. AD041-2006556K**
Bachelor of Science (Estate Management)	**Bachelor of Science (Estate Management)**

Savills Valuation And Professional Services (S) Pte Ltd

This valuation is exclusive of Goods and Services Tax.

To any party relying on this report we advise that this certificate must be read in conjunction with the full valuation report. This valuation certificate should not be relied upon in isolation for any other purposes.

CS/CN/ds

LIMITING CONDITIONS

Our valuations are subject to the following limiting conditions unless otherwise stated in our valuation report.

Valuation Standards:	The valuation is carried out in accordance with the Valuation Standards and Practice Guidelines published by the Singapore Institute of Surveyors and Valuers, and/or International Valuation Standards and/or RICS Valuation Standards, subject to variations to comply with local laws, customs and practices.
Valuation Basis:	The valuation is carried out on a basis appropriate to the specific purpose of valuation, in accordance with the relevant definitions, assumptions and qualifications outlined in the valuation report. The opinion expressed in the valuation report applies strictly in accordance with the terms and for the purpose expressed therein. The assessed values need not be applicable in relation to some other assessment.
Currency of Valuation:	Values are reported in local currency unless otherwise stated.
Confidentiality:	Our valuation is confidential and strictly for the use of the addressee of the valuation report only and for the specific purpose(s) stated. Savills disclaim all responsibility and will accept no accountability, obligation or liability to any third parties.
Copyright:	Neither the whole nor any part of the valuation report or any reference to it may be included in any published document, statement, circular or be published in any way, nor in any communication with any third parties, without prior written approval from Savills, including the form and context in which it may appear.
Limitation of Liability:	The liability of Savills and its employees is only limited to the party to whom the valuation report is addressed. No responsibility to any third parties for unauthorized use and reliance is accepted. Any liability arising from the valuers' negligence, breach of contract or otherwise in connection with this engagement shall be limited to the fees received by Savills under this engagement. Savills do not accept liability for any indirect or consequential losses (such as opportunity cost and loss of profits).
Validity Period:	This valuation represents our opinion of value as at the date of valuation. The assessed value may change significantly and unexpectedly over a short period arising from general market movement, possible changes in market forces and circumstances in relation to the property. Savills disclaim all responsibility and accept no liability should the valuation report be relied upon after the expiration of 4 months from the date of valuation, or such earlier date if the addressee of the report becomes aware of any factors that may have an effect on the valuation and has not made known such information to Savills.
Titles:	A brief on-line title search on the property has been carried out for formal valuation with site inspection only, unless otherwise stated. We are not obliged to inspect and/or read the original title or lease documents, unless they are made available by the client. The valuation shall therefore assume, unless informed to the contrary, that there are no further restrictive covenants, easements or encumbrances not disclosed by this brief title search which may have an effect on the market value. We assume the title of the property is good and marketable and free from all encumbrances, restrictions and other legal impediments.
Planning Information:	Information relating to town planning is obtained from the current Singapore Master Plan which is assumed to be accurate. We do not normally carry out legal requisitions on road, MRT, LRT, drainage and other government proposals, unless specifically requested and Savills is properly reimbursed. In the event that legal requisitions are conducted by our clients which reveal that the information is materially different from the town planning information outlined in the valuation report and/or property is affected by public scheme(s), this report should then be referred back to Savills for review on possible amendment.
Other Statutory Regulations:	Our valuation assumes that the property and any improvements thereon comply with all relevant statutory regulations. We have assumed that the property has been or will be issued with a Temporary Occupation Permit, Certificate of Fitness, Certificate of Statutory Completion or Temporary Occupation License by the competent authority.
Site Condition:	We do not undertake site investigations to ascertain the suitability of the ground conditions and services for the existing or any new development, nor do we carry out any environmental or geotechnical surveys. We have assumed that these aspects are satisfactory and where new development is proposed, no extraordinary expenses or delays will be incurred during the construction period. We have assumed that the load bearing capacity of the site is sufficient to support the building constructed or to be constructed thereon.
Condition of Property:	While due care is exercised in the course of inspection to note any building defects, no structural survey or testing of the services or facilities are carried out nor have we inspected the unexposed or inaccessible portions of the building. As such, we are unable to comment if the building is free from defect, rot, infestation, asbestos or other hazardous material. Our valuation assumes that the building would not have any defects requiring significant capital expenditure and complies with all relevant statutory requirements.
Source of Information:	Where it is stated in the valuation report that the information has been provided to the valuer by the sources listed, this information is presumed to be reliable. Savills takes no responsibility for inaccurate data supplied and subsequent conclusions related to such data. Where information is given without reference to another party in the report, it shall be taken that this information has been obtained or gathered through our best efforts and to our best knowledge. Processed data inferences therefrom shall be taken as the valuer's opinion and shall not be freely quoted without acknowledgement.
Floor Areas:	We have assumed that information contained in the surveyed or architectural floor plans is accurate and has been prepared in accordance with the prevailing Professional Property Practice Guidelines. In the absence of such plans, the floor area is estimated based on available secondary information and such estimates do not provide the same degree of accuracy or certainty. In the event that there is a material variance in areas, we reserve the right to review our valuation.
Plans:	Plans included in the valuation report are for identification purposes only and should not be relied upon to define boundaries or treated as certified copies of areas or other particulars contained therein. All location plans are obtained from OneMap. While we have endeavoured to ensure the maps are updated, we do not vouch for the accuracy of the map and shall not be responsible if it is otherwise.
Tenant:	No enquiries on the financial standing of actual or prospective tenants have been made. Where property is valued with the benefit of lettings, it is assumed that the tenants are capable of meeting their obligations under the lease and there are no arrears of rent or undisclosed breaches of covenant.
Reinstatement Cost:	Our opinion of the reinstatement cost for fire insurance purpose is provided only for guidance and must not be relied upon as the basis for insurance cover. We advise that we are not quantity surveyors and our estimate of the construction cost is based upon published sources. We recommend that verification of the reinstatement cost be sought from a qualified quantity surveyor, if considered appropriate.
Attendance in Court:	Savills or its employees are not obliged to give testimony or to appear in court or any other tribunal or to any government agency with regards to this valuation report or with reference to the property in question unless prior arrangement has been made and Savills are properly reimbursed.

INDEPENDENT MARKET RESEARCH REPORT

Table of Contents

By DC Byte on 14 November 2024

1.0 Global Data Centre Overview

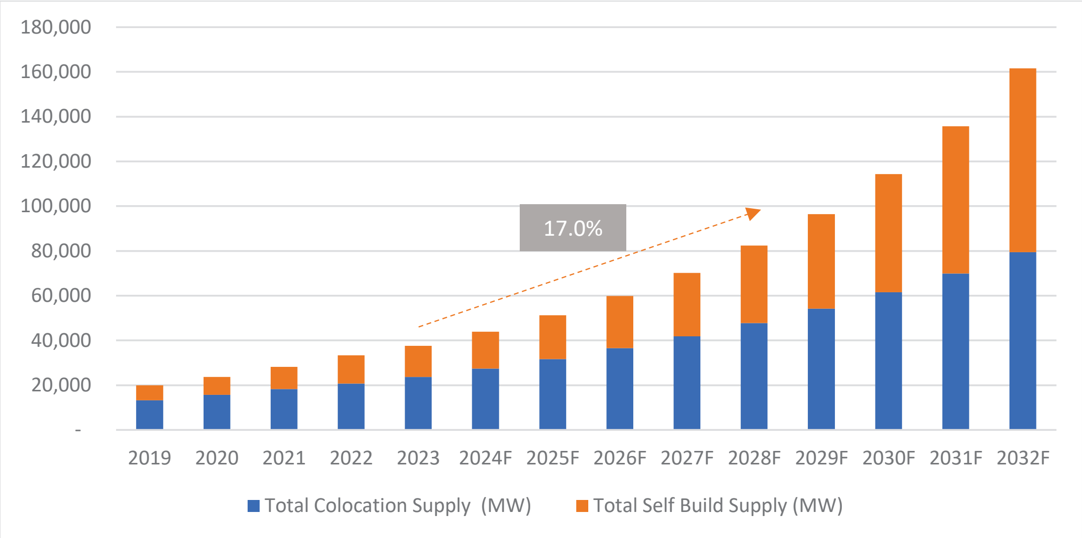
1.1 Supply

Total global data centre market supply[1] stands at approximately 40.1 GW[2] as of 2Q 2024, including both colocation and self-build data centre segments.

1.1.1 Colocation vs Self-Build Data Centre Supply

Colocation data centres comprise 63.0% of global supply and recorded a five-year compound annual growth rate ("CAGR") of 15.8% from 2018 to 2023. The remaining 37.0% of global supply is from self-build data centres, which has seen unprecedented growth in recent years, recording a five-year CAGR of 20.8% from 2018 to 2023. The colocation and self-build data centre supply growth trajectory is forecast to continue at a CAGR of 17.0% from 2023 to 2028F, with the continued shift towards cloud computing and artificial intelligence ("AI") being a key driver for global data centre growth in the age of digital transformation.

Figure 1 Global Colocation and Self-Build Data Centre Supply



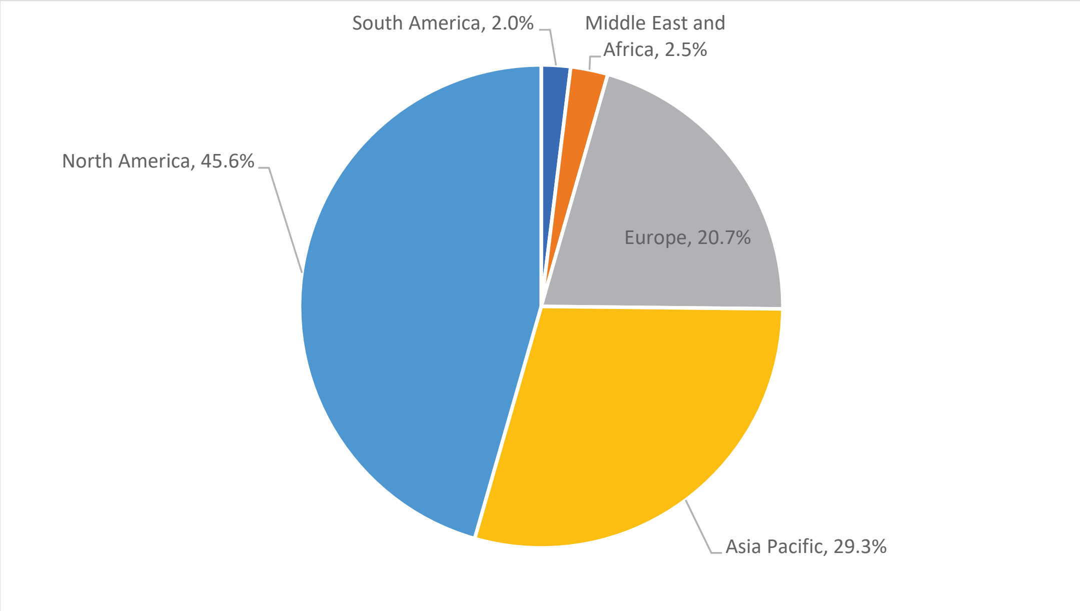
Source: DC Byte

1.1.2 Data Centre Supply by Region

North America is the most established data centre market globally, with 45.6% of global live supply. The region was the home base of innovation and development, enabled by its status as a global superpower which has resulted in the early development of the data centre landscape. Asia Pacific[3] (APAC) is the second largest region globally with 29.3% of live supply and recorded the fastest growth from 2019 to 2023 of 50% - underpinned by the growth of emerging markets such as Southeast Asia and India. The third largest region is Europe which accounts for 20.7% of live supply. Europe is a relatively mature data centre market that has seen sustained demand from key Cloud Service Providers (CSPs) such as Amazon Web Services (AWS), Microsoft, Google and Oracle.

[1] Supply, unless stated otherwise, refers to live IT capacity that is fully fitted out with M&E required for the capacity to be operational.
[2] Gigawatt (GW). 1GW = 1,000 MW = 1,000,000 kW
[3] Asia Pacific region includes North Asia (China, Hong Kong, Taiwan, Japan, Korea), Southeast Asia (Singapore, Malaysia, Thailand, Vietnam, Indonesia, Philippines), Oceania (Australia and New Zealand), South Asia (India, Pakistan, Bangladesh)

Figure 2 Data Centre Supply (Colocation and Self-Build Segments) by Region (as of 2Q 2024)



Source: DC Byte

Note: Figures are rounded to 1 decimal place, any discrepancies between the figures are due to rounding.

1.2 Demand Drivers

Global colocation demand continues to stem largely from CSPs such as AWS, Microsoft, and Google. The CSPs pursue a mix of self-build and colocation strategies including colocation build-to-suit and wholesale colocation. Colocation strategies remain an attractive option for CSPs as it offers a flexible and scalable option with shorter lead time to delivery of capacity when compared to a self-build strategy. Local expertise and partnerships remain critical for CSPs, especially in the APAC region due to its cultural, regulatory and economic diversity.

CSPs' demand for colocation services jumped by 31.1% from 2022 to 2023, averaging a CAGR of 49.6% from 2018 to 2023. This was mainly due to a surge in cloud adoption as both government and businesses embrace cloud services for cost-effectiveness, operational efficiency, redundancy, and scalability.

Another key demand driver stemmed from the widespread availability of AI, which continues to fuel the adoption of generative AI, predictive AI and interpretive AI. The global generative AI market is expected to reach US$1.3 trillion in 2032, expanding at a CAGR of 42% from 2023 to 2032. Bloomberg Intelligence expects growth to be driven by training infrastructure in the near-term and AI inference use in the medium to long term.

Other key demand drivers include use of colocation space for social media, Internet of Things (IoT), gaming, and financial institutions which have experienced an average growth in CAGR (2018 to 2023) of 32.3% to 68.5%.

1.3 APAC Data Centre Market

1.3.1 Supply

The APAC data centre market supply comprises primarily colocation data centres as of 2Q 2024, making up 76.6% of the total supply.

The supply of colocation data centres in APAC has grown steadily, averaging a CAGR of 19.5% over the past five years (2018 to 2023) to reach 8.6GW in 2023. Established data centre markets saw the most significant growth, with Australia (mainly Sydney and Melbourne), Japan (mainly Tokyo and Osaka), and Singapore each adding over 500MW of new supply (includes live, under construction, committed and early stage) from 2018 to 2023. While Singapore, Australia and Japan have experienced an uptick in cloud demand over the same period, a greater proportion of cloud demand is being serviced by self-builds in Australia and Singapore versus CSPs adopting a predominant colocation deployment strategy in Japan.

1.3.2 Demand

Emerging markets in South and Southeast Asia have witnessed growing interest in recent years as population growth and young demographics signify considerable untapped potential for data centre demand. Political and economic landscapes have also evolved to support digital infrastructure investments, including increasing data sovereignty regulations seen in emerging markets such as India, Thailand, and Vietnam. Singapore continues to function as a regional hub amidst capacity growth in APAC's emerging markets as its stable political and economic landscape are favoured as a friendly business operating environment. Additionally, Singapore's regional and global connectivity makes it the leading data centre hub in Southeast Asia, attracting overseas demand. Hence, Singapore is likely to see a centralisation of critical regional data processing functions while non-critical data processing functions are hosted in the region's emerging markets.

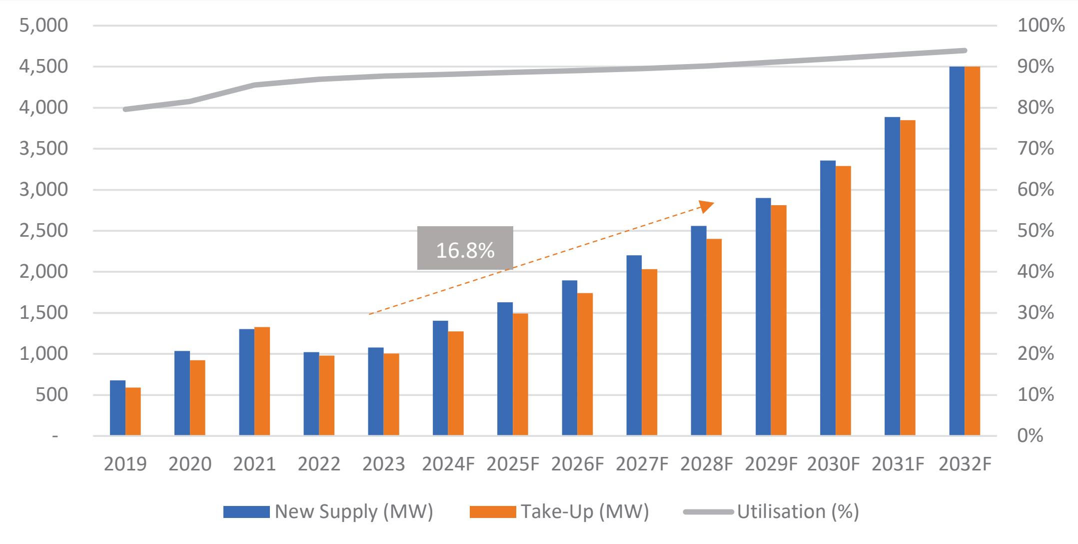
The accelerated digital transformation initiatives across industries in APAC, including e-commerce, fintech, and smart city developments, have fuelled the demand for data centre capacity to support data-intensive applications and services. Additionally, the rollout of 5G networks across the region has created new opportunities for data-driven applications and services, driving the need for edge computing and a distributed decentralised data centre infrastructure.

The recent emergence of AI will further drive the growth of the data centre market. APAC's AI market is projected to grow to US$82 billion by 2024 and grow at a CAGR of 17.5% thereafter to reach US$215.3 billion by 2030, according to Statista.

1.3.3 Outlook

Looking ahead, APAC's colocation supply is projected to grow at a CAGR of 15.8% between 2022 and 2032F, while demand growth is expected to grow at a CAGR of 16.8% for the same period, outpacing supply.

Figure 3 APAC Colocation Data Centre Supply, Demand and Utilisation



Source: DC Byte

1.4 Market Trends

1.4.1 Generative Artificial Intelligence

The demand for high computing power for AI projects has led to the increase in demand for data centres. Machine learning (ML) and training of the AI models such as large language models (LLM) are the first phase to build an AI model, while the second phase of the trained AI model has the ability to infer and generate data from human inputs.

Generative AI requires up to five times the power of traditional data processing [4] according to the International Energy Agency. The overall data centre power consumption from AI use cases is estimated to be at 200 terawatt-hours per year from 2023 to 2030, representing 19% of total data centre power demand by 2028[5].

There have been massive AI deployments in mega campuses, chosen primarily for their size, as well as lower land and power costs. For example, in the US, which is leading the AI boom, agreements exceeding 30MW to 150MW are increasingly common. Less latency-sensitive processes such as LLM are strategically located in secondary markets for cost effectiveness (lower costs for land, power and labour) and access to renewable energy, such as in Reno, Salt Lake City, and Kansas. AI hubs and clusters (large scale facilities and deployments designed for AI use) are emerging in APAC, with multiple CSPs announcing multi-billion-dollar investments in cloud and AI infrastructure in 2024.

AI workloads will result in the growth of a new data centre segment to support the high-density AI workloads, featuring higher rack densities ranging from 10kW up to 60kW, and in cases of the US, up to 60kW to 125kW per rack. This is a deviation from typical rack densities (for non-AI workloads) at the 5kW to 10kW range. These higher rack density facilities will require advanced liquid cooling infrastructure such as immersion or direct-to-chip cooling, oftentimes requiring a complete design overhaul and upcoming new facilities will likely be designed with scalable rack density in mind. Short-term inference AI demand will potentially be deployed on cloud platforms in the meantime.

[4] Comparing the power required for a ChatGPT query versus a Google search
[5] Goldman Sachs Research (May 2024)

1.4.2 Sustainability

The rapid growth of the data centre market is straining global electricity grids and presents a challenging path for nations to achieve carbon neutrality and meet their respective climate targets. Consequently, data centre operators are facing growing pressures to implement sustainable solutions given the high levels of water and electricity consumption at data centres.

The European Union (EU) aims to reduce greenhouse emissions and enhance adoption of renewable energy and energy efficiency by 2030. Each member nation has implemented strategies to achieve these goals, such as increasing the use of renewables, enacting a waste-heat system to reuse heat produced from data centres in Germany, and requiring alternative energy sources to be employed in the Netherlands.

Decarbonising data centres rely heavily on investment to upgrade national grids and build transmission infrastructure[6]. Power supply constraints pose a key challenge to data centre developments in established data centre markets such as Tokyo, Northern Virginia and the FLAP-D[7] markets, with wait times for power spanning between three to ten years. Despite the ongoing efforts to expand electricity capacity and upgrade infrastructure in the major data centre hub of West London, the main substation, Iver B, is set to face significant delays potentially extending until 2037, which will impact upcoming deployments.

Sustainability challenges are reshaping industry priorities. Power accessibility is becoming a priority above cost, particularly with the expansion of hyperscale deployments supporting AI development. Regions with available power especially from renewable sources are prioritised by operators and CSPs, observed from the rise of mega green campuses, the exploration in use of hydrogen fuel cells, geothermal power, wind, solar, nuclear, hydroelectric, and even nuclear small modular reactors (SMRs).

The Nordic countries, including Sweden, offer a combination of secure green electricity and a colder climate, which is highly attractive for data centres due to reduced cooling needs. Consequently, tech giants like Google, Meta, and AWS have established data centres in the region and further growth is expected. For example, Google invested US$1.1 billion in its data campus in Finland in anticipation of driving AI growth in Europe in May 2024, and is set to utilise Finland's renewable wind power capacity, In June 2024, Microsoft has announced US$3.2 billion worth of investments in in Sweden to bolster its cloud and AI infrastructure. AWS has also launched their availability region (made up of 3 availability zones) in Stockholm, Sweden and has over 370MW capacity in the pipeline.

Operators are exploring renewable options for onsite power generation, including the use of rooftop solar which comes with the downside of high variability. Other options include SMRs, advanced nuclear reactors with capacities up to 300 MW which was approved for data centre use in the US in February 2023 by the United States Nuclear Regulatory Commission. Hydrogen fuel cells are also being tested as replacements for diesel generators - Lumcloon Energy and SK Ecoplant are building the first hydrogen fuel cell-powered data centre in Europe. Power Purchase Agreements (PPAs) are also an option for operators to offset carbon emissions and enable significant investments in renewable energy by cloud providers, such as solar farms or offshore wind projects.

In APAC, there is still a significant premium for renewable energy vis-à-vis brown energy. The lack of existing renewable energy infrastructure and inconsistent regulations have led to lower adoption rates in the information and communications technology (ICT) sector at approximately 16% when compared with 81% in Europe and 59% in Americas in 2022[8]. However, policy changes in recent years have geared the APAC region

---

[6] Turner and Townsend (November 2023)
[7] Frankfurt, London, Amsterdam, Paris and Dublin
[8] Engie (2022)

towards higher renewable energy use which will likely impact the data centre subsector as well. For example, Virtual Power Purchase Agreements (VPPAs) to facilitate cross border renewable energy procurement such as from Malaysia to Singapore, and targets for renewable energy capacity. Key data centre markets such as Singapore, Australia, Japan, and South Korea have articulated targets to achieve net carbon neutrality by 2050 by transitioning to green energy.

Consequently, greener data centres may benefit in the long term as sustainability becomes an essential consideration for investments moving forward.

1.4.3 Data Sovereignty and Regulations

More countries are mandating that sensitive and government-related data is stored and processed within the country's borders, resulting in a growing local demand for data centres and increased investments in domestic digital infrastructure. For instance, the General Data Protection Regulation (GDPR) mandates strict data protection measures and necessitates the storage of personal data of EU citizens within the European Economic Area (EEA) while in Australia, the Privacy Act governs the handling of personal information and undergoes periodic reviews, which impacts business decisions.

1.4.4 Higher Development Costs

Data centre development costs increased by 6% year-on-year from 2022 to 2023, outpacing the 4% average tender price inflation in general construction[9], highlighting a trend of faster rising costs in data centre development compared to other construction projects.

Notably, less established data centre markets such as Africa, parts of Asia, and Latin America experienced the most significant cost increases, with some cities seeing costs rise by as much as 22%[10]. Emerging regional markets such as Jakarta, Kuala Lumpur, Johannesburg, and Nairobi are ascending into higher cost indices, surpassing established hubs including London and Frankfurt.

The rapid rise in development costs is driven by surging demand for data centre capacity, propelled by cloud computing and AI technologies, coupled with challenges of limited power availability, skilled labour shortages, regulatory hurdles, and land constraints. Supply chain disruptions further exacerbate construction lead times, particularly in established markets. Efforts to mitigate supply chain risks include forming strong partnerships, adopting multi-vendor strategies, and implementing modularised systems. However, persistent delays in securing key equipment (generators, chillers, ring main units, transformers, and semiconductors etc.) continue to impact project timelines, often exceeding 12 weeks of delays.

1.5 Outlook

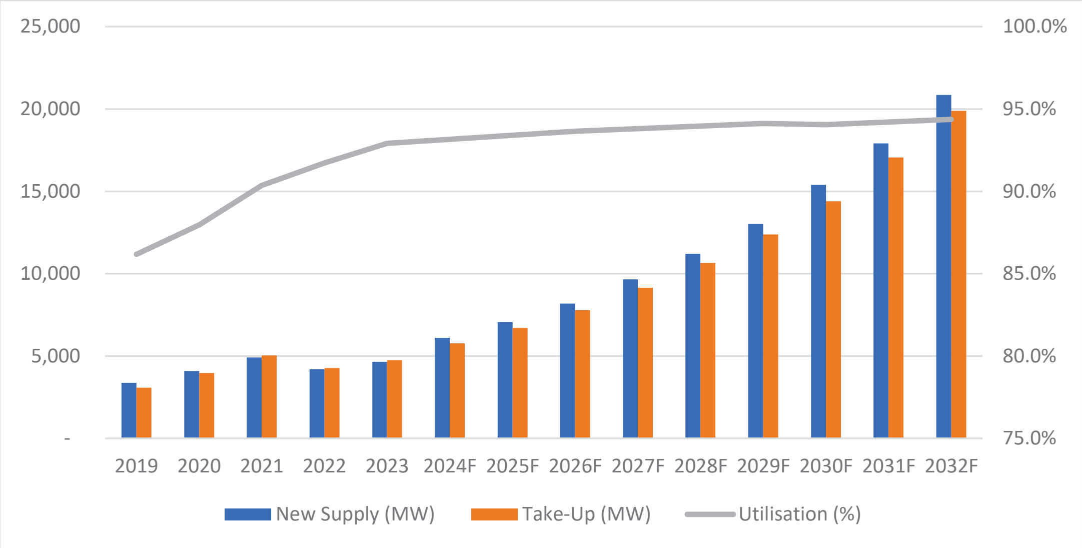
Total global supply, including both colocation and self-build data centre segments, grew by 13.7% year-on-year from 34.0 GW in 2022 to 38.6 GW in 2023. Demand increased by 15.2% from 31.2 GW to 35.9 GW for the same period, exceeding the growth in supply.

Going forward, the total global supply is projected to grow at a CAGR of 15.9% between 2022 and 2032F, while demand growth is expected to grow at a CAGR of 16.2% for the same period, outpacing supply.

---

[9] Turner and Townsend (November 2023)
[10] Turner and Townsend (November 2023)

Figure 4 Global Data Centre New Supply, Demand and Utilisation[11]



Source: DC Byte

[11] Utilisation is a % of the total demand to the total supply.

2.0 Singapore – Asia's Top Data Centre Connectivity Hub

Singapore's strategic location, stable geopolitical environment, and advanced infrastructure have driven its growth into a global hub for trade, finance, and biotechnology. With a high GDP per capita and strong appeal to multinational corporations and foreign investors, it has also become a key destination for regional data centre demand from financial institutions, e-commerce, cloud, and international enterprises.

Singapore's robust connectivity, supported by extensive undersea cable networks and high-speed internet access, further solidified its position as the top connectivity hub in Asia, serving both regional and global markets. The country is a gateway connecting EMEA to APAC with 26 international submarine cables running through it, with more in the pipeline. Apart from its extensive energy infrastructure, Singapore has one of the most reliable electricity networks globally with a 2019 study finding that users experienced an average of 0.1 hours of electricity interruption in that year while the global average was 1.6 hours [12]. Additionally, Singapore's telecommunications network is highly advanced with extensive fibre-optic coverage providing fast and reliable internet connectivity.

According to the 2024 Global Financial Centres Index, Singapore was ranked as the top financial centre in Asia and is third globally, behind only New York and London. The nation's strong regulatory framework, transparent legal system and favourable tax policies have increased its attractiveness as regional headquarters for various multinational corporations including the leading Western CSPs. The attractive business environment continues to ensure consistent foreign direct investment inflows, evidenced by AWS's May 2024 announcement of a S$12 billion investment in existing cloud infrastructure in Singapore.

2.1 Data Centre Market

As of July 2024, Singapore has a total IT capacity of 1.4GW of which slightly over 1GW is operational. Of the total IT capacity, 62% is colocation while 38% is self-build, making Singapore a predominantly colocation market.

Key players in the Singapore data centre market include wholesale colocation operators such as Keppel Data Centres (Keppel), Singtel, Equinix, and ST Telemedia Global Data Centres (STT GDC).

Keppel is the largest operator and has nine projects (both operational and under development) across Singapore with an estimated IT capacity of 140MW[13]. Keppel has over two decades of experience in designing, developing and operating data centres and is advancing the concept for DataPark+, a 1GW nearshore net-zero data centre campus concept powered by hydrogen and solar energy and a Floating Data Centre Park (FDCP) which will be Singapore's first floating data centre campus when built.

Singtel is the second largest player with an estimated total IT capacity of 132MW spread across eight facilities, of which 74MW is operational. Singtel's 58MW Tuas DC project, which will be integrated with the Tuas cable landing station, accounts for the entirety of its pipeline in Singapore. The facility is scheduled to be operational in 2025 and will likely host AI workloads following Singtel's partnership with Nvidia to deploy H100 GPUs and GB200 Blackwell Superchips in the data centre.

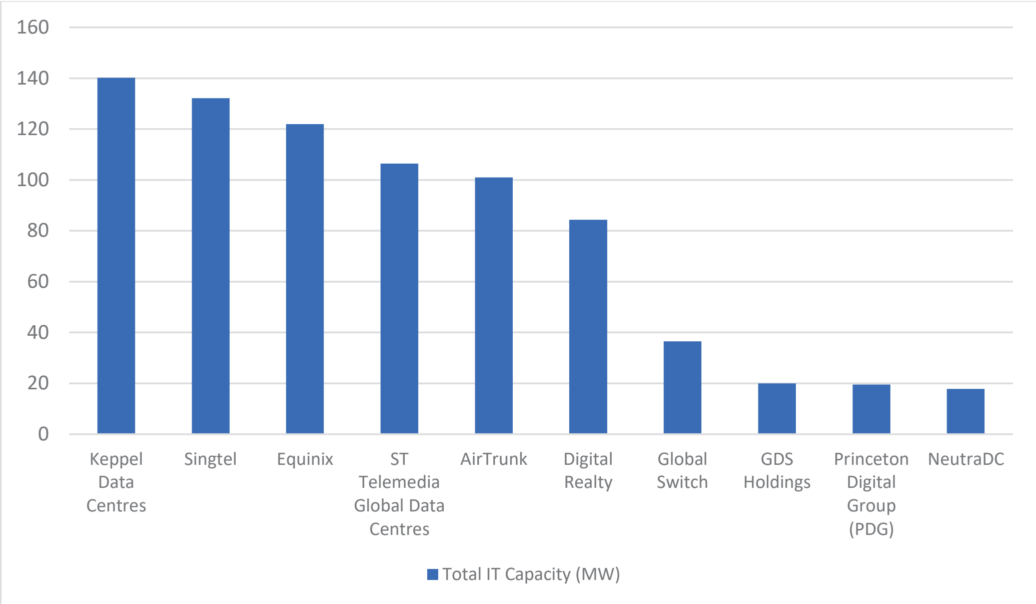
Equinix has close to 122MW of estimated total IT capacity across five operational facilities and a sixth planned. Almost 96MW is operational with Equinix's SG2, SG3, and SG5 accounting for the majority. Equinix's pipeline comprises the 20MW of capacity that was awarded through the Infocomm Media Development Authority's (IMDA) pilot Data Centre – Call for Application (DC-CFA) in July 2023 and a small expansion planned at one of

[12] World Bank System Average Interruption Duration Index 2019
[13] Figure for Keppel's IT Capacity is based on DC Byte's estimates and takes reference from public disclosures and industry information.

their existing facilities. As part of their sustainability efforts, Equinix has signed a solar PPA with Sembcorp in April 2024 for 75MWp to power their Singapore data centres.

STT GDC is estimated to have slightly over 106MW of total IT capacity across six fully operational facilities. STT GDC's partnership with Firmus Technologies enabled the operator to launch a GPU-centric Infrastructure as a Service (IaaS) for AI workloads. The partnership also led to the deployment of immersion cooling technology in STT's Loyang 6 with plans to utilise the technology in some of STT GDC's global assets.

Figure 5 - Singapore Market Leaderboard – Top 10 Data Centre Players (as of 2Q 2024)[14,,15]



Source: DC Byte

2.2 Key Demand Drivers

The Singapore market witnessed rapid growth over the past decade in terms of both demand and supply. Demand largely stems from leading Western and Chinese CSPs which have established cloud regions in Singapore in the 2010s. The government's digitalisation efforts such as the establishment of the Smart Nation and Digital Government Group (SNDGG) in 2017 also contributed to data centre demand, which grew at a CAGR of 22.7% between 2014 and 2019. Data centre supply grew in tandem at a CAGR of 27.3% in the same period.

The Singapore market remains diverse, spread across various colocation and self-build segments with colocation wholesale and self-build public cloud dominating due to the demand from the CSPs. CSPs account for at least 40% of Singapore's total demand across both self-build and colocation data centres as they adopt a hybrid strategy to meet the demand for their various workloads such as cloud compute. The Chinese CSPs and other tier 2 CSPs such as Oracle and IBM Kyndryl also have some significant capacity leased in colocation facilities

Leading Western CSPs have a strong presence in Singapore with Google, AWS, and Microsoft establishing regional headquarters in the nation state to serve local and regional demand. While Chinese players such as Alibaba, Huawei, ByteDance, and Tencent also have APAC regional headquarters in Singapore, they have smaller deployments as compared to their Western counterparts and typically adopt a colocation strategy. Total CSP

[14] Figures for Total IT Capacity are based on DC Byte's estimates and take reference from public disclosures and industry information.
[15] Data for Keppel's Datapark+ and Floating Data Centre Park has been excluded from the chart for clarity and accuracy.

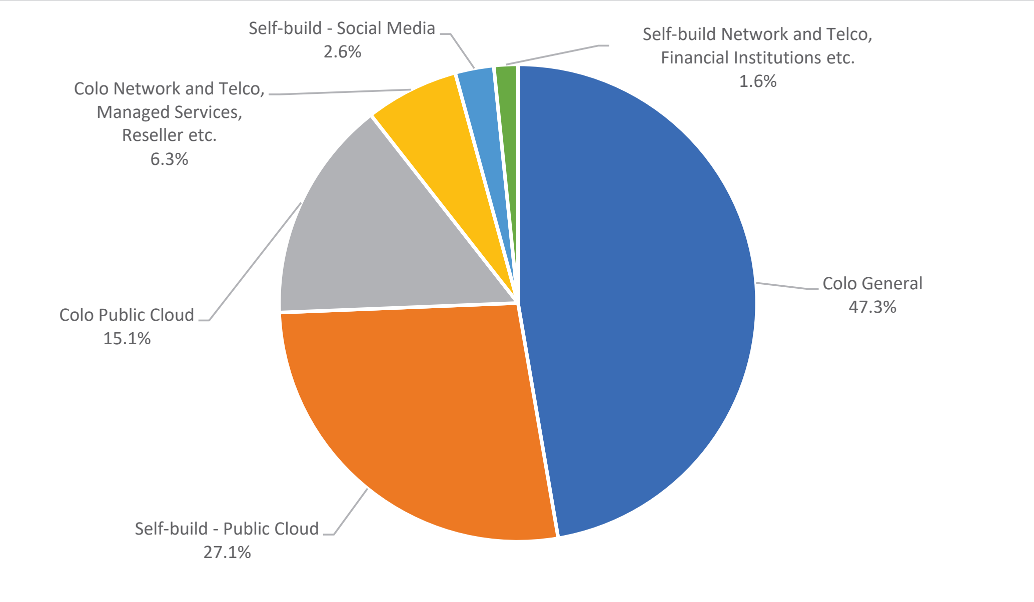
demand including social media giants such as Meta and ByteDance sit at slightly over 540MW as of 2Q 2024, with 63% housed in self-build facilities with the remaining 37% in colocation facilities.

Apart from being a regional hub for global CSPs, the public sector, financial sector, and social media segment also account for a sizeable share of the market which further reinforces the existing market composition. These sectors require large chunks of capacity and have contracted capacity across various colocation and self-build facilities.

Demand growth will continue to be fuelled by increasing digitalisation and cloud adoption complemented by the government's focus on digital transformation. There is also a spillover effect to neighbouring regions, such as Johor Bahru and Batam, in line with the Economic Development Board's SG+ twinning model to leverage Singapore's business advantages and the wider manpower pools, lower rents, larger renewable energy sources, and lower utility costs of neighbouring regions.

With increasing data centre demand, both hyperscalers and colocation operators continue to expand their presence in the market. Upcoming colocation expansions include Keppel's Keppel DC Singapore 8, Singtel's DC Tuas, Equinix's SG6, AirTrunk's SGP2 and GDS Holdings' SG1 among others. CSP expansions include Google's Lok Yang Campus and Microsoft's awarded capacity from the DC-CFA.

Figure 6 - Singapore Take-up by Type (as of 2Q 2024)



Source: DC Byte
Note: Figures are rounded to 1 decimal place, any discrepancies between the figures are due to rounding

2.3 Key Supply Factors

The Singapore data centre market remains constrained as demand continues to outpace supply, exacerbated by limited power availability and sustainability considerations. Data centres account for 82% of the emissions from the ICT sector and consume 7% of Singapore's total electricity as of May 2024.

Amidst concerns around power and land availability, the government imposed a moratorium in 2019 to ensure the sustainable growth of the data centre industry. This significantly constrained the market with total supply growing at a CAGR of 9.3% between 2020 and 2023 down from a CAGR of 34.7% between 2017 and 2020. The sharp drop illustrates the significant impact of the moratorium on Singapore's data centre supply with developers forced to scale back expansion considerably.

In July 2022, this moratorium was partially lifted with the IMDA's DC-CFA with 80MW of new capacity awarded to four operators in July 2023. In May 2024, IMDA announced the planned addition of 300MW of new capacity and around 200MW of green energy deployments over the next few years, as part of its Green Data Centre Roadmap. It is expected that this capacity will be allocated through future Call for Applications (CFAs) although timelines for this were not disclosed.

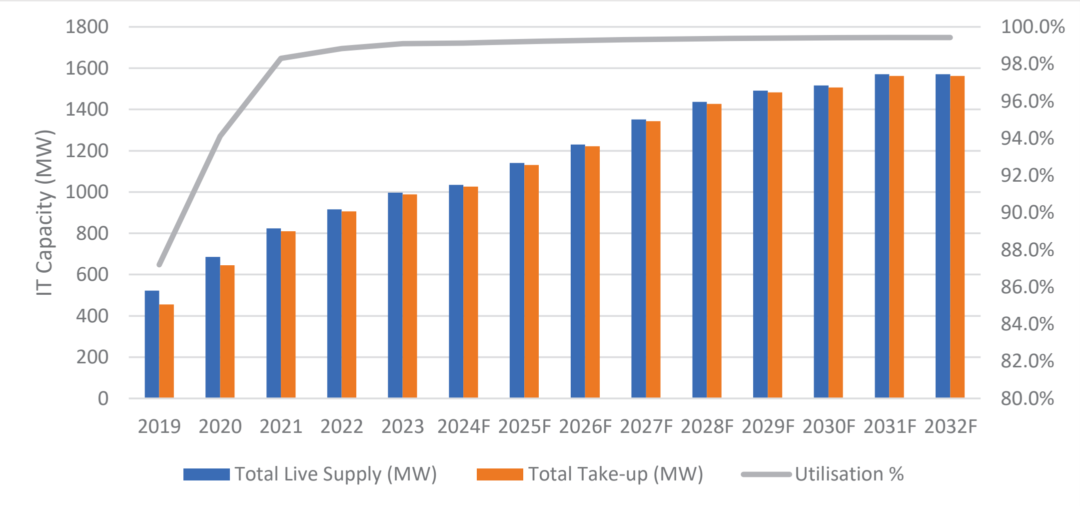
The growing demand for digital services and the rise of AI is expected to further fuel the need for additional data centre capacity, potentially placing further strain on the national grid. Singapore is addressing these challenges by investing in renewable energy and enhancing energy efficiency measures.

As part of a broader strategy to diversify energy sources, Singapore is exploring renewable energy plans with several regional countries to import 5.6GW of clean energy through a combination of wind, solar, and hydroelectric sources. Data centre operators are also intensifying their green energy efforts, with companies such as Singtel and Equinix recently signing PPAs.

Sustainability remains a key focus with IMDA pushing for all data centres to operate at a Power Usage Effectiveness (PUE) of 1.3 or lower and a Water Usage Effectiveness (WUE) of 2.0m^3/MWh or lower. In June 2023, as part of the Digital Connectivity Blueprint, IMDA developed a standard to optimise energy efficiency in data centres through a gradual increase in operating temperatures to 26°C and above.

The Green Data Centre Roadmap announced in May 2024 emphasised a strategic push towards greater energy efficiency and renewable energy usage through collaboration with industry stakeholders. This focuses on advancing both hardware and software within data centres to enhance energy efficiency with measures such as liquid cooling solutions for high density racks, software tools, and raising operational temperatures.

Figure 7 - Singapore Data Centre New Supply, Demand and Utilisation



Source: DC Byte

2.4 Recent Market Developments

Singapore continues to enhance its status as a connectivity hub, with plans to double its submarine cable capacity in 2023 with new landing sites and additional cables. As of July 2024, there are at least 14 submarine cables in various stages of development landing at cable landing stations across Singapore.

With the DC-CFA winners still finalising locations and designs, there has been little development activity in the market until recently in June 2024 when ST Engineering broke ground in Boon Lay for a 7.5MW IT load facility that has been designed to accommodate AI workloads.

With Singapore's data centre supply remaining tight and vacancy rates falling below 1%, there have been few transactions in the past year. DC Byte understands that demand in Singapore for data centre capacity are subject to retail prices regardless of the deployment size with rates currently ranging between US$260-$400/kW/month which is up from US$130-$350/kW/month in 2020-2022.

2.5 Outlook

Singapore expects to see over 300MW of colocation capacity and 270MW of self-build capacity come online in the next 10 years[16]. The continued emphasis on digital transformation through smart city initiatives and various cloud workloads will drive demand. Demand and supply are forecast to grow at a CAGR of 5.6% and 5.5% between 2022 and 2032F respectively.

The current undersupply is expected to persist in the short to medium term due to ambiguity surrounding the details of the up to 500MW of new capacity to be awarded. Demand from CSPs, social media, the public sector, enterprises, and the financial sector is expected to remain high while supply remains limited in the near term.

DC Byte understands that most of the approximate 570MW of pipeline capacity coming online in the next few years has been contracted, and the same may be similarly expected for the 300MW of additional capacity announced by IMDA. The high demand and tight supply have translated to a high utilisation rate of 99.1% in 2024. With demand expected to exceed supply in the coming years, utilisation rates are expected to rise from 99.1% in 2024 to 99.4% in 2028, with any new capacity highly sought after. The tight supply-demand dynamic will likely continue to have an upward pressure on colocation lease rates as operators capitalise on this environment to command premium prices. The higher operational and compliance costs due to sustainability measures and regulations, ongoing power constraints, development costs, and energy costs are likely to further contribute to the upwards pricing trend.

With IMDA's push towards green energy and greater energy efficiency as part of Singapore's broader environmental, social and governance ("ESG") goals including the net zero target of 2050, an increased focus on sustainability and green energy solutions is expected to reshape the data centre industry. Operators that push the envelope in these areas are likely to distinguish themselves from their peers, attracting environmentally conscious customers and positioning themselves favourably in the long-term market.

[16] Note that this forecast is based off information known by DC Byte as of July 2024

This page has been intentionally left blank.

INDEPENDENT FINANCIAL ADVISER'S LETTER

CLSA Singapore Pte Ltd
80 Raffles Place
#18-01 UOB Plaza 1
Singapore 048624

5 December 2024

To: **Independent Directors and the Audit and Risk Committee of**
Keppel DC REIT Management Pte. Ltd.
(as manager of Keppel DC REIT) (the "**REIT Manager**")
1 HarbourFront Avenue
#18-01, Keppel Bay Tower
Singapore 098632

Perpetual (Asia) Limited
(in its capacity as trustee of Keppel DC REIT) (the "**REIT Trustee**")
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981

Dear Sir/Madam,

LETTER FROM CLSA SINGAPORE PTE LTD TO THE INDEPENDENT DIRECTORS OF THE REIT MANAGER, AUDIT AND RISK COMMITTEE OF THE REIT MANAGER AND THE REIT TRUSTEE IN CONNECTION WITH THE TRANSACTION OR SERIES OF RELATED TRANSACTIONS

(i) THE PROPOSED ACQUISITION OF INTERESTS IN TWO DATA CENTRE BUILDINGS (KEPPEL DC SINGAPORE 7 AND KEPPEL DC SINGAPORE 8) FOR AN AGREED PROPERTY VALUE OF S$1,030.0 MILLION (WITHOUT LAND TENURE LEASE EXTENSION) (AS DEFINED HEREIN) (ON A 100% BASIS) AND S$1,380.0 MILLION (WITH LAND TENURE LEASE EXTENSION) (AS DEFINED HEREIN) (ON A 100% BASIS), 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;

(ii) THE PROPOSED ISSUANCE OF (I) SPONSOR SUBSCRIPTION UNITS TO KEPPEL DC INVESTMENT HOLDINGS PTE. LTD. PURSUANT TO RULES 805(1), 811(3) AND 812(2) OF THE LISTING MANUAL AND (II) ACQUISITION FEE UNITS (AS DEFINED HEREIN) TO THE REIT MANAGER PURSUANT TO RULE 805(1) OF THE LISTING MANUAL;

(iii) 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; AND

(iv) 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.

For the purposes of this Letter ("**Letter**"), capitalised terms not otherwise defined herein shall have the same meaning as defined in the circular dated 5 December 2024 (the "**Circular**").

1 INTRODUCTION

1.1 BACKGROUND

Keppel DC REIT ("**KDCR**") is a Singapore real estate investment trust listed on the Mainboard of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") with an investment strategy 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 assets necessary to support the digital economy. KDCR's investments comprise a mix of colocation, fully-fitted and shell can core assets, as well as debt securities, thereby reinforcing the diversity and resiliency of its portfolio.

KDCR was constituted on 17 March 2011 under a trust deed entered into between Keppel DC REIT Management Pte. Ltd. and AEP Investment Management Pte. Ltd., together as Trustee-Managers. Pursuant to the Deed of Appointment and Retirement dated 24 October 2014, the Trustee-Managers were replaced by Keppel DC REIT Management Pte. Ltd. Meanwhile, Perpetual (Asia) Limited was appointed as the trustee of KDCR. KDCR is sponsored by Keppel Ltd. (the "**Sponsor**"), a global asset manager and operator with strong expertise in sustainability-related solutions spanning the areas of infrastructure, real estate and connectivity.

As at 25 November 2024, being the latest practicable date prior to the issuance of the Circular (the "**Latest Practicable Date**"), KDCR has a market capitalisation of approximately S$4.1 billion. KDCR's existing portfolio as at 30 September 2024 comprises of 23 data centres strategically located in key global data centre hubs, with an attributable lettable area of approximately 3.0 million square feet in 14 cities in 10 countries across Asia Pacific ("**APAC**") and Europe (each, an "**Existing Property**" or, collectively, the "**Existing Properties**").

1.2 THE PROPOSED TRANSACTIONS (AS DEFINED HEREIN)

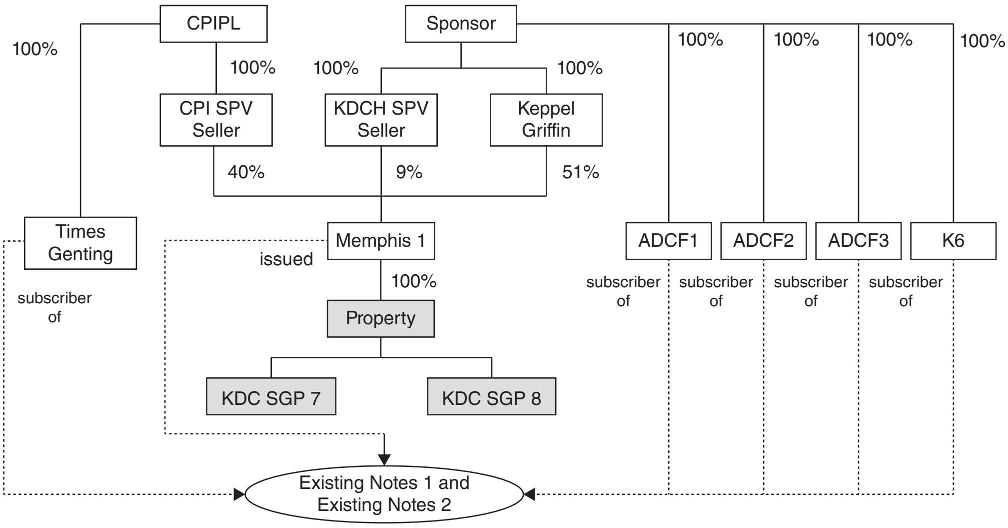
On 19 November 2024, the REIT Manager announced the Proposed Shares and Notes Transactions (as defined herein), the Proposed Entry into Relevant Agreements, the Sponsor Subscription and Acquisition Fee Units (as defined herein) and the Proposed Entry into New KDC SGP 1 Agreements and New KDC SGP 2 Agreements (as defined herein), which will be effected in the manner and sequence set out below (the "**Proposed Transactions**").

<u>Proposed Shares and Notes Transactions</u>

Firstly, the acquisition of interests in two data centres, Keppel DC Singapore 7 ("**KDC SGP 7**") and Keppel DC Singapore 8 ("**KDC SGP 8**"), located on a property at 82 Genting Lane, Singapore 349567 (the "**Property**"). There is also a planned third data centre ("**KDC SGP 9**") to be developed on the Property. Prior to the entry into the Master Agreement and the Note Subscription Agreement in connection with the Proposed Shares and Notes Transactions, a sub-lease agreement in respect of KDC SGP 9 ("**KDC SGP 9 Sub-Lease Agreement**", and the sub-lease created pursuant to the KDC SGP 9 Sub-Lease Agreement, the "**KDC SGP 9 Sub-Lease**") was entered into between Memphis 1 Pte. Ltd. ("**Memphis 1**") (as lessor) and Memphis 2 (DC2) Pte. Ltd. (the "**KDC SGP 9 Entity**") (as lessee). For the avoidance of doubt, KDCR will only be acquiring interests in KDC SGP 7 and KDC SGP 8. Similarly, the valuations of the Property only include KDC SGP 7 and KDC SGP 8, and not KDC SGP 9.

Memphis 1 is a private company which directly holds the title to the Property. Memphis 1 is a joint venture entity which is 40.0% held by TPM Pte. Ltd. ("**CPI SPV Seller**"), 9.0% held by Geras DC Pte. Ltd. ("**KDCH SPV Seller**", and together with CPI SPV Seller, the "**Seller Shareholders**"), and 51.0% held by Keppel Griffin Pte. Ltd. ("**Keppel Griffin**"), (collectively, referred as the "**Existing Memphis Shareholders**").

The diagram illustration below sets out Memphis 1's current holding structure:



Memphis 1 has issued two classes of debt securities, being the notes which are tied to the performance of KDC SGP 7 ("**Existing Notes 1**"), and the notes which are tied to the performance of KDC SGP 8 ("**Existing Notes 2**", and together with Existing Notes 1, the "Existing Notes", and the holders of the Existing Notes, the "**Existing Noteholders**"[1]). The amount payable pursuant to the Existing Notes is variable depending on the performance of KDC SGP 7 and KDC SGP 8 respectively. In addition, Memphis 1 has external bank borrowings which need to be repaid following the transaction.

Perpetual (Asia) Limited, (in its capacity as trustee of KDCR Singapore Sub-Trust 1 (the "**Sub-Trust**"), a wholly-owned sub-trust of KDCR) (the "**Purchaser**"), has entered into the following agreements:

(i) a conditional master agreement ("**Master Agreement**"), together with the Existing Memphis Shareholders and the Existing Noteholders, to acquire 49.0% of the shares in Memphis 1 (the "**Memphis 1 Shares**") from Seller Shareholders, and for a call option to be granted to the Purchaser to require Keppel Griffin to sell the remaining 51.0% of the Memphis 1 Shares to the Purchaser which can be exercised upon satisfaction of the Call Option Condition (as defined herein) (the "**Call Option**"); and

1 The Existing Noteholders are ADCF C Private Limited ("**ADCF1**"), ADC Geras Pte. Ltd. ("**ADCF2**"), Alpha DC Fund Private Limited ("**ADCF3**"), Keppel DC Singapore 6 Pte. Ltd. ("**K6**") and Times Genting Pte. Ltd. ("**Times Genting**").

(ii) a conditional note subscription agreement (the "**Note Subscription Agreement**"), together with Memphis 1 and Keppel Griffin, with Memphis 1 as issuer and the Purchaser and KDCR and Keppel Griffin as the subscribers, for the Purchaser to subscribe to two new classes of notes to be issued by Memphis 1 as follows:

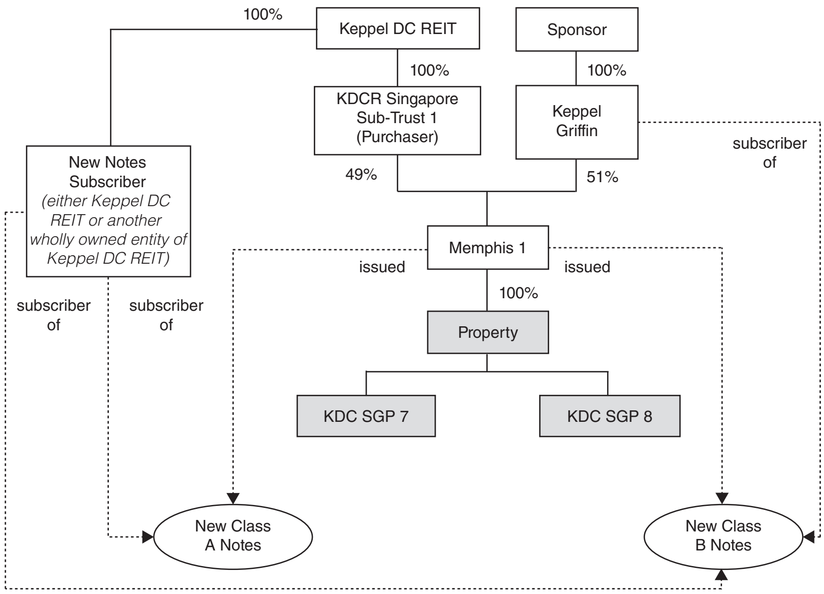
(a) 100.0% of the first class of notes (the "**New Class A Notes**"). The amount payable pursuant to the New Class A Notes is variable depending on the performance of KDC SGP 7 and KDC SGP 8; and

(b) 99.49%[1] of the second class of notes (the "**New Class B Notes**"). The amount payable pursuant to the New Class B Notes is fixed at 4.0% per annum.

(collectively, the "**Proposed Shares and Notes Transactions**").

The proceeds from the New Class A Notes of S$553.8 million (the "**New Class A Notes Subscription Amount**") will be used towards redeeming the Existing Notes held by Existing Noteholders. The proceeds from the New Class B Notes to be subscribed by the Purchaser and the REIT Trustee of S$472.8 million will be used towards redeeming the Existing Notes held by Existing Noteholders, repay external bank borrowings of Memphis 1, and fund the working capital and any potential future capital expenditure of Memphis 1.

Following the Proposed Shares and Notes Transactions, KDCR will have an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8. The remaining 0.51% economic interest will be held by Keppel Griffin.



Should the Call Option be exercised, KDCR will have 100.0% economic interest in KDC SGP 7 and KDC SGP 8.

1 Keppel Griffin will subscribe for the remaining 0.51% of the New Class B Notes

Upon Completion of the Proposed Shares and Notes Transactions, the following agreements shall be entered into (collectively, the "**Relevant Agreements**") ("**Proposed Entry into Relevant Agreements**"):

(i) the Purchaser and Keppel Griffin will enter into a new shareholder's agreement as the new shareholders of Memphis 1 (the "**Shareholders' Agreement**"), and the existing shareholders' agreement dated 29 June 2020 between the Existing Memphis Shareholders, Keppel Data Centres Holding Pte. Ltd. ("**KDCH**") and Times Properties Private Limited ("**TPPL**") will be terminated;

(ii) Memphis 1 will enter into the following agreements with Keppel DCS3 Services Pte. Ltd. ("**K3**"), which is directly wholly owned by KDCH, in respect of KDC SGP 7 and KDC SGP 8:

(a) a master lease agreement (the "**KDC SGP 7 and 8 MLA**"), under which it is provided that K3 shall be the master lessee of KDC SGP 7 and KDC SGP 8;

(b) a facility management agreement (the "**KDC SGP 7 and 8 FMA**"), under which K3 is appointed as facility manager, in respect of KDC SGP 7 and KDC SGP 8 (the "**Existing KDC SGP 7 and 8 FMA**") which will be terminated; and

(c) a business transfer agreement (the "**Business Transfer Agreement**") to transfer the business of data centre operations carried out by Memphis 1 including the assets and liabilities subsisting at Completion[1], from Memphis 1 to K3, for a nominal consideration,

(the KDC 7 and 8 MLA, the KDC SGP 7 and 8 FMA and the Business Transfer Agreement, collectively, the "**Property Related Agreements**").

<u>Sponsor Subscription and Acquisition Fee Units</u>

The REIT Manager had entered into a subscription agreement (the "**Unit Subscription Agreement**") with Keppel DC Investment Holdings ("**KDCIH**"), under which KDCIH will subscribe for approximately S$85.0 million of Units and the REIT Manager will issue the same to KDCIH (the "**Sponsor Subscription**", and the Units to be issued to KDCIH under the Sponsor Subscription, the "**Sponsor Subscription Units**").

The REIT Manager intends to deploy 100% of the gross proceeds from the Sponsor Subscription to fund part of the Total Acquisition Cost (save for the Acquisition Fee).

Pursuant to the terms of the Unit Subscription Agreement, the Sponsor Subscription Units will be issued at an issue price of S$2.090 per Unit. The issue price is equal to that of the issue price of New Units issued pursuant to the placement of New Units under the Equity Fund Raising.

Approximately 40,670,000 Sponsor Subscription Units (comprising 2.4% of the units in issue as at 18 November 2024 being the date prior to the date of the Equity Fund Raising) will be issued to KDCIH pursuant to the Unit Subscription Agreement.

The Sponsor Subscription Units are expected to be issued to KDCIH in early 2025, around the time after KDCR releases its 2024 full year results, which is after the expected date of Completion of the Proposed Shares and Notes Transactions.

1 These include security deposits from clients and any cash that supports such security deposits.

In addition, in light of the New Units to be issued under the Equity Fund Raising, the existing general mandate for the issuance of Units may not be sufficient for the issuance of the Acquisition Fee Units. The REIT Manager is seeking Unitholders' approval for a specific mandate to be given to the REIT Manager to issue such number of Acquisition Fee Units to the REIT Manager (representing approximately 0.3% of the total number of issued Units as at the Latest Practicable Date[1]) following Completion of the Proposed Shares and Notes Transaction (together with the Sponsor Subscription, collectively, the "**Proposed New Units Issuances**").

Proposed Entry into the New KDC SGP 1 Agreements

On 12 December 2014, the REIT Trustee and Keppel DC Singapore 1 Ltd. (the "**KDC SGP 1 Master Lessee**") entered into a master lease agreement for Keppel DC Singapore 1 ("**KDC SGP 1**"), which is located at 25 Serangoon North Avenue 5, Singapore 554914 ("**Existing KDC SGP 1 MLA**"). On the same date, a facility management agreement between the REIT Trustee and Keppel DC Singapore 1 Ltd. was entered into wherein Keppel DC Singapore 1 Ltd. will act as the facility manager of the property ("**KDC SGP 1 Facility Manager**" and the agreement, the "**Existing KDC SGP 1 FMA**", together with the Existing KDC SGP 1 MLA, the "**Existing KDC SGP 1 Agreements**").

A six-month extension has been entered into for the period from 12 December 2024 to 11 June 2025 as the Existing KDC SGP 1 Agreements will terminate on 11 December 2024. The six-month extension would be based on the existing terms and conditions, with the interim monthly fixed rent to be the preceding rent before current lease expiry.

The REIT Manager proposes for the entry into a new master lease agreement for a term of 10 years (the "**New KDC SGP 1 MLA**") and a new facility management agreement for a term of 10 years (the "**New KDC SGP 1 FMA**", together with the New KDC SGP 1 MLA, the "**New KDC SGP 1 Agreements**") to commence on 12 June 2025.

Proposed Entry into the New KDC SGP 2 Agreements

On 12 December 2014, the REIT Trustee and Keppel DC Singapore 2 Pte. Ltd. (the "**KDC SGP 2 Master Lessee**") entered into a master lease agreement for Keppel DC Singapore 2 ("**KDC SGP 2**"), which is located at 25 Tampines Street 92, Singapore 528877 ("**Existing KDC SGP 2 MLA**"). On the same date, a facility management agreement between the REIT Trustee and Keppel DC Singapore 2 Pte. Ltd. was entered into wherein Keppel DC Singapore 2 Pte. Ltd. will act as the facility manager of the property ("**KDC SGP 2 Facility Manager**" and the agreement, the "**Existing KDC SGP 2 FMA**", together with the Existing KDC SGP 2 MLA, the "**Existing KDC SGP 2 Agreements**").

A six-month extension has been entered into for the period from 12 December 2024 to 11 June 2025 as the Existing KDC SGP 2 Agreements will terminate on 11 December 2024. The six-month extension would be based on the existing terms and conditions, with the interim monthly fixed rent to be the preceding rent before current lease expiry.

The REIT Manager proposes for the entry into a new master lease agreement for a term of 10 years (the "**New KDC SGP 2 MLA**") and a new facility management agreement for a term of 10 years (the "**New KDC SGP 2 FMA**", together with the New KDC SGP 2 MLA, the "**New KDC SGP 2 Agreements**") to commence on 12 June 2025.

1 Based on a total number of 1,725,733,299 Units in issue as at the Latest Practicable Date.

1.3 INTERESTED PARTY TRANSACTION

As of the Latest Practicable Date, the Sponsor has an aggregated deemed interest in 352,540,111 Units, which is equivalent to approximately 20.43% of the total number of Units in issue as at the Latest Practicable Date[1]. The Sponsor's deemed interest arises from its shareholdings in (i) KDCIH, a wholly owned subsidiary of Keppel Telecommunications & Transportation Ltd. ("**Keppel T&T**"), which is in turn a subsidiary of the Sponsor and (ii) the REIT Manager, a wholly owned subsidiary of the Sponsor. Therefore, the Sponsor is regarded as a controlling Unitholder ("**Controlling Unitholder**")[2] of KDCR within the meaning of the Listing Manual and the Property Funds Appendix.

In addition, the REIT Manager is an indirect wholly owned subsidiary of the Sponsor. Therefore, the Sponsor is regarded as a controlling shareholder (a "**Controlling Shareholder**")[3] of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

Further, Temasek Holdings (Private) Limited ("**Temasek**") has an aggregate deemed interest in 367,629,706 Units, which is equivalent to approximately 21.30% of the total number of Units in issue as at the Latest Practicable Date. Temasek's deemed interest arises from the deemed interest held by the Sponsor and other subsidiaries and associated companies of Temasek. Therefore, Temasek is deemed as a Controlling Unitholder of KDCR within the meaning of the Listing Manual and the Property Funds Appendix.

In addition, Temasek has an aggregate interest in 382,608,024 shares in the Sponsor (the "**Sponsor Shares**"), which is equivalent to approximately 21.18% of the total number of Sponsor Shares in issue as at the Latest Practicable Date[1]. The REIT Manager is an indirect wholly owned subsidiary of the Sponsor. Therefore, Temasek is deemed as a Controlling Shareholder of the REIT Manager under both the Listing Manual and the Property Funds Appendix.

1.4 APPOINTMENT OF THE INDEPENDENT FINANCIAL ADVISER

Pursuant to Chapter 9 of the Listing Manual, the REIT Trustee has appointed CLSA Singapore Pte Ltd as the Independent Financial Adviser ("**CLSA**", or the "**IFA**") to advise as to whether the Proposed Transactions are on normal commercial terms and are not prejudicial to the interests of KDCR and its minority Unitholders.

This Letter sets out, *inter alia*, our evaluation of, and our opinion to, the Proposed Transaction, and forms part of the Circular issued by the REIT Manager in connection with the Proposed Transactions.

---

1 Based on a total number of 1,725,703,299 Units in issue at the Latest Practicable Date.

2 For the purposes of the Property Funds Appendix, a "Controlling Unitholder" is a person who: (a) holds directly or indirectly, 15.0% or more of the nominal amount of all voting units in Keppel DC REIT. The SGX-ST or the MAS may determine that such a person is not a controlling Unitholder; or (b) in fact exercises control over Keppel DC REIT.

3 For the purposes of the Listing Manual, a "Controlling Shareholder" is a person who: (a) holds directly or indirectly 15% or more of the total voting rights in the company. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or (b) in fact exercises control over a company.

2 TERMS OF REFERENCE

We have been appointed by the REIT Trustee to advise the Independent Directors of the REIT Manager, Audit and Risk Committee of the REIT Manager and the REIT Trustee on whether the Proposed Transactions are on normal commercial terms and are not prejudicial to the interests of KDCR and its minority Unitholders. Our opinion is delivered as required under Listing Rule 921(4) as well as for the use and benefit of the Independent Directors of the REIT Manager, Audit and Risk Committee of the REIT Manager and the REIT Trustee.

We are not a party to any negotiation in relation to the Proposed Transactions. We are also not involved in the deliberations leading up to the decisions by KDCR to undertake the Proposed Transactions. We do not, by this Letter, warrant or make any representation whatsoever in relation to the merits (whether commercial, financial or otherwise) of the Proposed Transactions, other than to form an opinion as to whether the Proposed Transactions are on normal commercial terms and is not prejudicial to the interests of KDCR and its minority Unitholders.

Our scope of work does not require us to express, evaluate or comment on the rationale for, strategic or commercial merits and/or risks of the Proposed Transactions, or the future performance or prospects of KDCR and its subsidiaries (the "**Group**"). We are, therefore, not expressing any opinion herein as to the future financial or other performance of KDCR or the Group, whether with or without the Proposed Transactions. We were not requested to and have not provided advice concerning the structure, the specific amount of the consideration, or any other aspects of the Proposed Transactions or provided services other than the delivery of this Letter.

The merit and/or associated risk, whether commercial, financial or otherwise, of the Proposed Transactions, as with other business transactions of KDCR, are solely the responsibility of the board of directors of the REIT Manager ("**the Board**"). Likewise, we are not expressing herein any opinion as to the prices at which the KDCR Units may trade upon with the receipt of Unitholders' approval for the Proposed Transactions. We are also not addressing the relative merits of the Proposed Transactions, as compared to any alternative transaction previously considered by the REIT Manager or that otherwise may become available to the Group in the future. Such evaluations or comments remain the responsibility of the Board, the management of the REIT Manager and their advisors.

We have not made any independent evaluation and appraisal on the assets and liabilities of KDCR or the Proposed Share and Notes Transactions. We have been furnished with the valuation report for the Proposed Share and Notes Transactions prepared by Knight Frank Pte Ltd ("**Knight Frank**") and Savills Valuation and Professional Services (S) Pte Ltd ("**Savills**"). With respect to such reports, we are not experts and do not hold ourselves to be experts in the evaluation of the assets concerned and have relied solely upon such reports. We have not independently verified the information received from the REIT Manager, whether written or verbal, and accordingly we cannot and do not warrant or make any representation (whether expressed or implied) regarding, or accept any responsibility for, the accuracy, completeness or adequacy of the information received from the REIT Manager. However, we have made such reasonable enquiries and exercised our judgment as we deem necessary on such information and have found no reason to doubt the accuracy or reliability of the information.

Our analysis and opinion are based upon market, economic, industry, monetary and other conditions prevailing as at Latest Practicable Date, as well as the information made available to us as at the Latest Practicable Date. Such conditions may change significantly over a short period of time. Accordingly, our evaluation and opinion do not take into account information, events or conditions arising after the Latest Practicable Date. Unitholders should take note of any announcement and/or documents relevant to their consideration of the Proposed Transactions which may be released or published by the REIT Manager after the Latest Practicable Date.

In rendering our advice, we have not had regard to the specific investment objectives, financial situation, tax position, risk profile or particular needs and constraints of any individual Unitholder. As each Unitholder would have different investment objectives and profiles, any Unitholder who may require specific advice in the context of his specific investment objectives or portfolio should consult his stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

The REIT Manager has been separately advised by its own advisers in relation to the preparation of the Circular (other than this Letter). We were not involved in and have not provided any advice in the preparation, review and verification of the Circular (other than this Letter). Accordingly, we take no responsibility for, and express no views (express or implied) on, the contents of the Circular (other than this Letter).

While a copy of this letter may be reproduced in the Circular relating to the Proposed Transactions, neither the Group nor any of their respective directors or representatives may reproduce, disseminate or refer to this letter or any part thereof for any other purpose, except for the Proposed Transactions, at any time and in any manner without our prior written consent in each specific case. Our opinion in respect of the Proposed Transactions should be considered in the context of the entirety of this Letter and the Circular.

3 THE PROPOSED SHARES AND NOTES TRANSACTIONS AND THE PROPOSED ENTRY INTO THE RELEVANT AGREEMENTS

3.1 Description of Memphis 1

Memphis 1 is a company incorporated in Singapore on 29 June 2020. Memphis 1 is a joint venture entity which is 40.0% held by TPM Pte. Ltd. ("**CPI SPV Seller**"), 9.0% held by Geras DC Pte Ltd. ("**KDCH SPV Seller**"), and 51.0% held by Keppel Griffin Pte. Ltd. ("**Keppel Griffin**").

As of the Latest Practicable Date, Memphis 1 has an issued and paid-up share capital of S$3,910,089 comprising of 3,910,089 ordinary shares.

3.2 Description of the Property

Two data centres, Keppel DC Singapore 7 ("**KDC SGP 7**") and Keppel DC Singapore 8 ("**KDC SGP 8**") are located on a property at 82 Genting Lane, Singapore 349567 (the "**Property**"). There is a planned third data centre KDC SGP 9, to be developed on the Property. Prior to the entry into the Master Agreement and the Note Subscription Agreement in connection with the Proposed Shares and Notes Transactions, the KDC SGP 9 Sub-Lease Agreement was entered into between Memphis 1 (as lessor) and the KDC SGP 9 Entity (as lessee). The lease term of the KDC SGP 9 Sub-Lease Agreement will be from the Completion Date until one day prior to the expiry of the head lease in relation to the Property. We note that the construction for KDC SGP 9 has not commenced and is estimated to be completed on or around 2027. For the avoidance of doubt, KDCR will only be acquiring interests in KDC SGP 7 and KDC SGP 8, and not KDC SGP 9.

The Property has a leasehold for 60 years commencing from 16 July 1980. As of the Latest Practicable Date, the data centre assets have a remaining lease of 15.5 years. We note that the Existing Shareholders and Noteholders of Keppel Griffin continue to engage the relevant authorities to extend the land tenure of KDC SGP 7 and KDC SGP 8 for another 10 years ("**Land Tenure Lease Extension**").

KDC SGP 7 and KDC SGP 8 will be 100% leased to Keppel DCS3 Services Pte. Ltd. ("**K3**") as Master Lessee for 10 years commencing from the Completion Date and an option to renew for a further term of 5 years.

The full information relating to the Property is set out in Section 2.1 of the Circular. The table below sets out a summary of selected information on KDC SGP 7 and KDC SGP 8 as of 1 September 2024, unless otherwise indicated.

Summary of KDC SGP 7 and KDC SGP 8

Property	KDC SGP 7	KDC SGP 8
Location	82 Genting Lane, Singapore 349567	
Land lease title	Leasehold title expiring on 15 July 2040	
Land area (sq ft)[(1)]	194,743	
Agreed KDC 7 and 8 Value (S$' million) (on a 100% basis)	1,030.0 (without the Land Tenure Lease Extension)	
Purchase Consideration (S$' million)	1,030.2 (without the Land Tenure Lease Extension)	
Receipt of TOP	6 March 2023	23 August 2024
Gross Floor Area (sq ft)	186,608	290,041
Lettable Area (sq ft)	72,923	77,532
Number of Customers	4	3
Type of Contract	Keppel Lease/Colocation	
Weighted average lease expiry ("**WALE**") by Lettable Area[(2)]	3.9 years	5.0 years
Contracted Occupancy (%)	100	100[(3)]

Notes:

(1) This is the land area for KDC SGP 7 and KDC SGP 8 (subject to survey), and excludes the land area for the KDC SGP 9

(2) As at 30 September 2024

(3) KDC SGP 8 is fully contracted to customers on a colocation basis. The data centre is expected to be fully-fitted and occupied by 3Q2025

3.3 Key Terms of the Proposed Shares and Notes Transactions, and Relevant Agreements

The full text of the details of the Proposed Shares and Notes Transactions, and Relevant Agreements, including its principal terms, are set out in Section 2 of the Circular. We recommend that the Independent Directors of the REIT Manager, the Audit and Risk Committee and the REIT Manager and the REIT Trustee to advise the minority Unitholders to read this section of the Circular carefully.

3.3.1 Consideration and Valuation

The total purchase consideration is determined based on the following:

A) Where there is no Land Tenure Lease Extension, S$1,030.2 million which is the aggregate of:

(i) the estimated share purchase consideration payable to the Seller Shareholders by the Purchaser in connection with the acquisition of 49.0% of the Memphis 1 Shares (the "Share Purchase Consideration") which is estimated to be S$3.6 million;

(ii) the New Class A Notes Subscription Amount attributable to the amount used to redeem the Existing Notes held by Existing Noteholders which is estimated to be S$553.8 million; and

(iii) the New Class B Notes REIT Subscription Amount attributable to the amount used to redeem the Existing Notes held by Existing Noteholders, repay the external bank borrowings of Memphis 1 (but excluding any amounts which is retained by Memphis 1 to fund the working capital and any potential future capital expenditure of Memphis 1) which is estimated to be S$472.8 million; or

B) Where there is Land Tenure Lease Extension, S$1,380.2 million comprising the aggregate amount set out in A) above and S$350.0 million (if the Call Option is exercised). For the avoidance of doubt, this does not include the purchase consideration in relation to the Call Option.

The purchase consideration for the Call Option is computed based on 51.0% of the adjusted net asset value ("**NAV**") of Memphis 1 (which is based on the Call Option Property Price Without Lease Extension (as defined herein)). The NAV of Memphis 1 as at 30 September 2024 is S$7.3 million.

The agreed aggregated values of KDC SGP 7 and KDC SGP 8 (the "**Agreed KDC SGP 7 and 8 Value**") of S$1,030.0 million (without the Land Tenure Lease Extension) (on a 100% basis) was negotiated on a willing-buyer and willing-seller basis taking into account the independent valuations of KDC SGP 7 and KDC SGP 8. Post Completion, the intention is for Memphis 1 to pay JTC Corporation ("**JTC**") the upfront land premium, which is estimated to be S$17.8 million. KDCR will bear 99.49% of such upfront land premium with Keppel Griffin bearing the balance 0.51%.

The REIT Manager has commissioned an independent valuer, Knight Frank, and the REIT Trustee has commissioned an independent valuer, Savills, to value KDC SGP 7 and KDC SGP 8. The valuations of KDC SGP 7 and KDC SGP 8, which do not include the valuation of KDC SGP 9, are set out below.

	KDC SGP 7 and KDC SGP 8			
	Without Land Tenure Lease Extension	**With Land Tenure Lease Extension**	**Without Land Tenure Lease Extension**	**With Land Tenure Lease Extension**
Valuation(1)(2) (S$' million) (on a 100% basis)	1,033.0	1,403.0	1,054.5	1,383.5
Independent Valuer	Knight Frank		Savills	
Commissioned by	REIT Manager		REIT Trustee	
Date of valuation	1 September 2024			
Method of valuation	Discounted Cash Flow ("**DCF**") and Income Capitalisation Method			
Agreed value (without the Land Tenure Lease Extension) (S$' million) (on a 100% basis)	1,030.0			
Agreed value (with the Land Tenure Lease Extension) (S$' million) (on a 100% basis)	1,380.0			

Note:

(1) The valuations do not take into account the Income Support

(2) The valuations take into account the estimated cost of remediation works for KDC SGP 7 and KDC SGP 8 required to satisfy certain requirements by JTC

3.3.2 Land Tenure Lease Extension

Upon the earlier of the Call Option being exercised or the expiry of the Call Option, the Seller Shareholders, the Existing Noteholders and Keppel Griffin shall continue to engage the relevant authorities to extend the land tenure of the Property for another 10 years (until 15 July 2050) ("**Land Tenure Lease Extension**").

In the event that the land tenure of the Property is extended during the five-year period from the date of submission of the application to JTC for the Land Tenure Lease Extension, the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) an additional amount of S$350.0 million (the "**Lease Extension Consideration**"). The aggregate of the Agreed KDC SGP 7 and 8 Value and the Lease Extension Consideration is S$1,380.0 million (on a 100% basis).

In the event that the Land Tenure Lease Extension is not granted within five years of the submission of the application to JTC for the Land Tenure Lease Extension, no consideration shall be paid should the land tenure be extended thereafter.

In the event that the land tenure of the Property is extended for less than 10 years, KDCR shall seek the approval of Unitholders before paying the consideration for the extension of the land tenure.

In the event that the land tenure of the Property is extended for more than 10 years (whether comprised in one or more options to renew), the Purchaser shall pay the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised) the Lease Extension Consideration of S$350.0 million, provided that the Seller Shareholders, the Existing Noteholders and Keppel Griffin may require KDCR to seek the approval of Unitholders to pay an amount of more than S$350.0 million if the Relevant Adjusted Extension Price is more than S$350.0 million. If Unitholders do not agree to pay the higher amount, the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised), may require Keppel DC REIT to pay the Lease Extension Consideration of S$350.0 million to obtain the lease extension of more than 10 years.

If there is a Land Tenure Lease Extension, the Purchaser shall be required to pay, in aggregate, approximately up to S$364.6 million comprising (i) the Lease Extension Consideration of S$350.0 million to the Seller Shareholders, the Existing Noteholders and Keppel Griffin (if the Call Option is exercised); (ii) the JTC Land Premium, which is estimated to be approximately S$9.9 million in relation to the Land Tenure Lease Extension and any stamp duty thereon which is estimated to be approximately S$1.2 million; and (iii) up to S$3.5 million of costs imposed by JTC relating to repainting and upgrade of building façade of KDC SGP 7 and KDC SGP 8 and/or any other works required by JTC which are to be effected on or immediately before the commencement of the Land Tenure Lease Extension or at a future date during the period of the Land Tenure Lease Extension.

Save for (iii) above, any other costs and expenses incurred for the extension of the land tenure (including payment of any other amounts to JTC) of up to S$4.0 million shall be paid by the Seller Shareholders, the Existing Noteholders and Keppel Griffin, and not the Purchaser.

Unitholders should note that by approving the Proposed Shares and Notes Transactions, they would also be approving the payment of the Lease Extension Consideration.

3.3.3 Estimated Total Acquisition Cost

3.3.3.1 Total Acquisition Cost of the Proposed Shares and Notes Transactions (excluding the Lease Extension Consideration and Call Option)

The acquisition cost is estimated to be approximately S$1,066.8 million (excluding the Lease Extension Consideration of S$350.0 million (if the Call Option is exercised)), comprising:

(i) the Purchase Consideration of approximately S$1,030.2 million (without the Land Tenure Lease Extension) subject to post-completion adjustments;

(ii) the Acquisition Fee payable in Units to the REIT Manager pursuant to the Trust Deed for the Proposed Shares and Notes Transactions of approximately S$10.2 million;

   a. S$5.0 million, being 1.0% of 49.0% of the Agreed KDC SGP 7 and 8 Value (as KDCR (through its Sub-Trust) holds 49% of the shares of Memphis 1 the value used is the underlying real estate value, being the Agreed KDC SGP 7 and 8 Value); and

b. S$5.2 million, being 1.0% of 51.0% of the New Class A Notes Subscription Amount and 1.0% of 50.49% of the New Class B Notes REIT Subscription Amount (as KDCR does not hold the balance 51% of Memphis 1, the value used is the investment amount of the New Class A Notes Subscription Amount and the New Class B Notes REIT Subscription Amount; and

(iii) the estimated stamp duty, professional and other fees and expenses of approximately S$26.4 million incurred or to be incurred by KDCR in connection with the proposed Shares and Notes Transactions.

3.3.3.2 Total Acquisition Cost of Lease Extension Consideration and the Call Option purchase consideration

In addition to the Total Acquisition Cost, in the event that the Land Tenure Lease Extension is granted (if the Call Option is exercised):

(i) S$350.0 million, being the Lease Extension Consideration, is payable to the Seller Shareholders, the Existing Noteholders and Keppel Griffin, and will be funded by debt;

(ii) the JTC Land Premium, which is estimated to be approximately S$9.9 million in relation to the Land Tenure Leasure Extension and any estimated stamp duty, professional and other fees and expenses thereon which is estimated to be approximately S$1.2 million;

(iii) S$3.5 million, being the acquisition fee of 1.0% of the Agreed KDC SGP 7 and 8 Value minus Acquisition Fee is payable in Units;

(iv) S$6.1 million, being the purchase consideration for the Call Option, will be payable to Keppel Griffin;

(v) (in relation to the Call Option) the JTC Land Premium, which is estimated to be approximately S$0.1 million in relation to the Land Tenure Lease Extension and any estimated stamp duty, professional and other fees and expenses thereon which is estimated to be approximately S$0.2 million; and

(vi) (in relation to the Call Option) S$0.1 million, being the acquisition fee of 1.0% of the purchase consideration for the Call Option.

3.3.3.3 Total Acquisition Cost of the Proposed Shares and Notes Transactions, Lease Extension Consideration and the Call Option purchase consideration

The total acquisition cost for the Proposed Shares and Notes Transactions together with the Land Tenure Lease Extension and the Call Option is estimated to be approximately S$1,437.9 million, comprising:

(i) approximately S$1,386.3 million, being the sum of the Purchase Consideration, the Lease Extension Consideration and the purchase consideration for the Call Option;

(ii) approximately S$37.8 million, being the estimated stamp duty, professional and other fees and expenses incurred or to be incurred by KDCR in connection with the Proposed Shares and Notes Transactions, the Land Tenure Lease Extension and the Call Option; and

(iii) approximately S$13.8 million, being the acquisition fee payable in Units to the REIT Manager pursuant to the Trust Deed for the Proposed Shares and Notes Transactions, the Land Tenure Lease Extension and the Call Option.

3.3.4 Method of Financing the Proposed Shares and Notes Transactions

The REIT Manager intends to finance the Total Acquisition Cost with,

(a) approximately S$1,056.6 million from the net proceeds raised from the issuance of New Units pursuant to the equity fund raising comprising a fully underwritten private placement and preferential offering, as well as the Sponsor Subscription (the "**Equity Fund Raising**", and the Units issued under the Equity Fund Raising, the "**New Units**"); and

(b) the issue of the Acquisition Fee Units to approximately S$10.2 million to the REIT Manager.

The Equity Fund Raising was launched on 19 November 2024, and was undertaken through an issuance of New Units by way of a private placement and a non-renounceable preferential offering, relying on the general mandate given to the REIT Manager at the annual general meeting of KDCR held on 17 April 2024, and the Sponsor Subscription.

The REIT Manager intends to set aside the KDC SGP 7 and 8 Capex Reserves for each of KDC SGP 7 and KDC SGP 8 from the distributable income each year. As KDC SGP 7 and KDC SGP 8 are relatively new data centres, the KDC SGP 7 and 8 Capex Reserves set aside for the first year will be utilised to partially pay for the upfront land premium.

Prior to the Land Tenure Lease Extension being granted by JTC, the REIT Manager will also set aside an additional amount equivalent to the first year KDC SGP 7 and 8 Capex Reserves to be utilised to partially pay for the additional upfront land premium. KDCR has sufficient credit facilities to fund the Lease Extension Consideration.

4 EVALUATION OF (I) THE PROPOSED SHARES AND NOTES TRANSACTIONS AND THE PROPOSED ENTRY INTO THE RELEVANT AGREEMENTS, AND (II) SPONSOR SUBSCRIPTION AND ACQUISITION FEE UNITS

In reaching our recommendation in respect of the Proposed Shares and Notes Transactions and the Sponsor Subscription and Acquisition Fee Units, we have given due consideration to the following factors:

(a) Rationale for and benefits of the Proposed Shares and Notes Transactions;

(b) Independent Valuations of KDC SGP 7 and KDC SGP 8;

(c) Assessment of the Proposed Shares and Notes Transactions;

(d) Pro forma financial effects of the Proposed Shares and Notes Transactions;

(e) Assessment of the KDC SGP 7 and 8 MLA;

(f) Assessment of the KDC SGP 7 and 8 FMA;

(g) Other relevant considerations relating to the Proposed Shares and Notes Transactions;

(h) Assessment of the Sponsor Subscription and Acquisition Fee Units; and

(i) Other relevant considerations relating to the Sponsor Subscription and Acquisition Fee Units.

4.1 Rationale for and benefits of the Proposed Shares and Notes Transactions

The disclosures made in relation to the rationale for the Proposed Share and Notes Transactions is set out in Paragraph 4 of the Letter to Unitholders in the Circular. We note that the REIT Manager believes that the Proposed Shares and Notes Transactions will bring the following key benefits to KDCR Unitholders:

(i) Strategic addition of AI-ready hyperscale data centres ("**DCs**") in Asia's top data centre hub;

(ii) Immediate distribution per Unit ("**DPU**") accretion;

(iii) Multiple levers to drive further growth via rental uplifts and capacity expansion; and

(iv) Stronger platform to drive long-term growth

We recommend that the Independent Directors of the REIT Manager, Audit and Risk Committee of the REIT Manager and the REIT Trustee to advise the minority Unitholders to read this Section of the Circular carefully.

4.2 Independent Valuations of KDC SGP 7 and KDC SGP 8

For purposes of the Proposed Shares and Notes Transactions, two (2) independent valuations of KDC SGP 7 and KDC SGP 8 were commissioned:

(i) Knight Frank Pte Ltd ("**Knight Frank**") (commissioned by the REIT Manager); and

(ii) Savills Valuation and Professional Services (S) Pte Ltd ("**Savills**") (commissioned by the REIT Trustee)

(collectively, the "**Independent Valuations**" and the "**Independent Valuers**").

The valuation was prepared on two scenarios on the balance of the un-expired interest of the lease,

(i) Without Land Tenure Lease Extension: 15.9 years of the existing lease; and

(ii) With Land Tenure Lease Extension: 25.9 years, assuming further lease term of 10 years is granted by the Lessor

Key assumptions of the Independent Valuers

	Knight Frank	Savills	Key Assumptions[1]
Income Capitalisation Method			
Capitalisation Rate (i) Without Land Tenure Lease Extension (ii) With Land Tenure Lease Extension	 6.50% 6.25%	 7.00% 6.50%	4.75% to 7.75%
DCF Method			
Terminal Capitalisation Rate (i) Without Land Tenure Lease Extension (ii) With Land Tenure Lease Extension	 7.00% 6.50%	 7.50% 6.75%	5.38% to 8.50%
Discount Rate (i) Without Land Tenure Lease Extension (ii) With Land Tenure Lease Extension	 8.50% 8.25%	 7.75% 7.75%	6.75% to 10.50%

Summary of the valuation for KDC SGP 7 and KDC SGP 8 (on a 100% basis)

Valuation (S$' million)	Knight Frank	Savills
Without Land Tenure Lease Extension	1,033.0	1,054.5
With Land Tenure Lease Extension	1,403.0	1,383.5

Source: Independent valuation reports from Knight Frank and Savills

Note:

(1) Based on the range of assumptions used for KDCR's APAC data centres in the latest independent valuations of KDCR's Existing Properties in KDCR's Annual Report for the financial year ended 31 December 2023

We have been provided the Independent Valuations and we note the following from the valuation reports in our review,

(i) the valuation methods used are generally widely accepted methods for the purposes of valuing income producing properties;

(ii) the relevant date for the valuation undertaken by the Independent Valuers are as of 1 September 2024;

(iii) the capitalisation rates used by the Independent Valuers in their valuation of KDC SGP 7 and KDC SGP 8 are within the range of capitalisation rates of 4.75% to 7.75% used in the latest independent valuations of KDCR's Existing Properties in APAC;

(iv) the terminal capitalisation rates used by the Independent Valuers in their valuation of KDC SGP 7 and KDC SGP 8 are within the range of terminal capitalisation rates of 5.38% to 8.50% used in the latest independent valuations of KDCR's Existing Properties in APAC;

(v) the discount rates used by the Independent Valuers in their valuation of KDC SGP 7 and KDC SGP 8 are within the range of discount rates of 6.75% to 10.50% used in the latest independent valuations of KDCR's Existing Properties in APAC;

(vi) the Agreed KDC SGP 7 and 8 Value of S$1,030.0 million is below the market value ascribed by each of the two Independent Valuers; and

(vii) the Agreed KDC SGP 7 and 8 Value of S$1,030.0 million plus the Lease Extension Consideration of S$350.0 million is below the value ascribed by each of the two Independent Valuers.

4.3 Assessment of the Proposed Shares and Notes Transactions

4.3.1 The Agreed KDC SGP 7 and 8 Value

We note that the Agreed KDC SGP 7 and 8 Value was negotiated on a willing-buyer and willing-seller basis taking into consideration the Independent Valuations for KDC SGP 7 and KDC SGP 8. The Agreed KDC SGP 7 and 8 Value of S$1,030.0 million represents:

(i) a discount of approximately 0.29% to Knight Frank's Independent Valuation of the Property of an aggregate value of S$1,033.0 million; and

(ii) a discount of approximately 2.32% to Savills' Independent Valuation of the Property of an aggregate value of S$1,054.5 million.

In the event that the Land Tenure Lease Extension is granted, the Agreed KDC SGP 7 and 8 Value of S$1,030.0 million and the Lease Extension Consideration of S$350.0 million represents:

(iii) a discount of approximately 1.64% to Knight Frank's Independent Valuation of the Property of an aggregate value of S$1,403.0 million; and

(iv) a discount of approximately 0.25% to Savills' Independent Valuation of the Property of an aggregate value of S$1,383.5 million.

For purposes of our evaluation, we have set out below the various discount (in terms of percentage) of KDCR's precedent property acquisitions in Singapore and other precedent property acquisitions by other listed REITs in Singapore.

Exhibit 1 – Selected Information on KDCR's Singapore Properties

Completion Date	Buyer	Name of Property Acquired	Ownership Interest (%)	Type of Property	Acquisition Price (S$' Million)	Appraised Value (S$' Million)	Discount/ (Premium) of Acquisition Price to Appraised Value (%)
21 Nov 2019	Keppel DC REIT	Keppel DC Singapore 4 ("**KDC SGP 4**")	99.0	Data Centre	384.9[(1)]	385.1[(3)]	0.1
31 Oct 2019	Keppel DC REIT	**DC1**	100.0	Data Centre	200.2	201.0[(4)]	0.4
12 Jun 2018	Keppel DC REIT	Keppel DC Singapore 5 ("**KDC SGP 5**")	99.0	Data Centre	298.1[(1)]	320.0	6.8
20 Jan 2017	Keppel DC REIT	Keppel DC Singapore 3 ("**KDC SGP 3**")	90.0	Data Centre	225.0[(2)]	230.5[(5)]	2.4
5 Dec 2014	Keppel DC REIT	KDC SGP 2	100.0	Data Centre	162.0	162.0	0.0
5 Dec 2014	Keppel DC REIT	KDC SGP 1	100.0	Data Centre	262.8	262.8	0.0
Maximum					384.9	385.1	6.8
Minimum					162.0	162.0	0.0
Average					255.5	260.2	1.6
Median					243.9	246.7	0.2

Source: KDCR IPO Prospectus, KDCR Annual Report for the financial year, 2016, 2018, and 2019

Notes:

(1) Based on the 99% of the agreed property value

(2) Based on the 90% of the agreed property value

(3) Based on the independent valuation of S$385.1 million, including rental support

(4) Based on the average of two (2) independent valuations of S$200.5 million and S$201.5 million

(5) Based on the average of two (2) independent valuations (with client II colocation charge guarantee) of S$230.0 million and S$231.0 million for 100%

Exhibit 2 – Selected Information on Precedent Property Acquisitions by other listed REITs in Singapore in the last three years

Announcement Date	Buyer	Name of Property Acquired	Ownership Interest (%)	Type of Property	Acquisition Price (S$' Million)	Appraised Value (S$' Million)	Discount/ (Premium) of Acquisition Price to Appraised Value (%)
31 Jul 2024	ESR-LOGOS REIT	20 Tuas South Avenue 14	51.0	Industrial	428.4(1)	438.3(1)	2.3
25 May 2023	CapitaLand Ascendas REIT	26 Ayer Rajah Crescent	100.0	R&D	218.2	230.0	5.1
14 Sep 2022	CapitaLand Ascendas REIT	1 Buroh Lane	100.0	Logistics	191.9	195.0	1.6
4 Aug 2022	CapitaLand Ascendas REIT	622 Lorong 1 Toa Payoh	100.0	Industrial	104.8	111.5	6.0
25 Mar 2022	CapitaLand Integrated Commercial Trust, CapitaLand Investment Limited	79 Robinson Road	100.0	Office	1,260.0	1,260.0	0.0
Maximum					1,260.0	1,260.0	6.0
Minimum					104.8	111.5	0.0
Average					440.7	444.6	3.0
Median					218.2	218.2	1.6

Source: Mergermarket, SGX, Annual Reports

Note:

(1) Figures based on ESR-LOGOS REIT's 51.0% ownership interest

We would like to highlight that the above comparison should be used for illustrative purposes only as we note that the properties listed above may differ in terms of building size and design, location, tenant composition, operating history, GFA, NLA and other relevant factors. In addition, the list of selected precedent property acquisitions is by no means exhaustive and information relating to these were compiled from publicly available information.

In reviewing the information above, we note that the discount percentage of the Agreed KDC SGP 7 and 8 Value (for both with and without the Land Tenure Lease Extension) to the Independent Valuations is within the range of the discount percentage of the acquisition price to the appraised value of both KDCR's Singapore Properties and the precedent property acquisitions by other listed REITs in Singapore.

4.3.2 Comparison with KDCR's Existing Portfolio

We have compared the aggregate net property yield of KDC SGP 7 and KDC SGP 8 with the net property yield of other data centres in KDCR's Existing Portfolio. A summary of the comparison is set out in Exhibit 3 below.

Exhibit 3 – Net property yield of KDCR's Existing Portfolio

Property	Country	Lease Type	Occupancy Rate(1) (%)	Ownership Interest (%)	Market Value(1) (S$' million)	Net Property Income(2) (S$' million)	Net Property Yield (%)
Colocation Properties							
KDC SGP 1	Singapore	Colocation (Keppel lease)	86.5	100.0	339.7	146.3	6.6
KDC SGP 2	Singapore	Colocation (Keppel lease)	94.3	100.0	183.0		
KDC SGP 3	Singapore	Colocation (Keppel lease)	100.0	90.0	293.1		
KDC SGP 4	Singapore	Colocation (Keppel lease)	94.1	99.0	453.7		
KDC SGP 5	Singapore	Colocation (Keppel lease)	100.0	99.0	401.5		
Basis Bay Data Centre	Malaysia	Colocation	40.2	99.0	16.6		
Gore Hill Data Centre	Australia	Shell and core (triple-net lease)/ Colocation	100.0	100.0	198.6		
Keppel DC Dublin 1	Ireland	Colocation	98.2	100.0	157.6		
Non-colocation Properties							
Intellicentre Campus(3)	Australia	Shell and core (triple-net lease)	100.0	100.0	113.4	35.3	7.3
Guangdong Data Centre 3	China	Shell and core (triple-net lease)	100.0	100.0	12.1		
Kelsterbach Data Centre	Germany	Shell and core (triple-net lease)	100.0	100.0	82.0		
Milan Data Centre	Italy	Shell and core (double-net lease)	100.0	100.0	59.0		
Amsterdam Data Centre	The Netherlands	Shell and core (double-net lease)	99.7	100.0	43.1		
Eindhoven Campus	The Netherlands	Shell and core (double-net lease)	100.0	100.0	54.2		
Cardiff Data Centre	United Kingdom	Shell and core (triple-net lease)	100.0	100.0	33.0		
London Data Centre	United Kingdom	Shell and core (triple-net lease)	100.0	100.0	84.7		

Property	Country	Lease Type	Occupancy Rate[(1)] (%)	Ownership Interest (%)	Market Value[(1)] (S$' million)	Net Property Income[(2)] (S$' million)	Net Property Yield (%)
DC1	Singapore	Fully-fitted (triple-net lease)	100.0	100.0	289.5	63.4	6.8
Guangdong Data Centre 1	China	Fully-fitted (triple-net lease)	100.0	100.0	131.1		
Guangdong Data Centre 2	China	Fully-fitted (triple-net lease)	100.0	100.0	131.1		
maincubes Data Centre	Germany	Fully-fitted (triple-net lease)	100.0	100.0	164.4		
GV7 Data Centre	United Kingdom	Fully-fitted (triple-net lease)	100.0	100.0	56.5		
Almere Data Centre	The Netherlands	Fully-fitted (double-net lease)	100.0	100.0	158.8		
Maximum					**401.5**	**146.3**	**7.3**
Minimum					**12.1**	**35.3**	**6.7**
Average					**122.8**	**81.7**	**6.9**
Median					**113.4**	**63.4**	**6.8**
Without Land Tenure Lease Extension							
KDC SGP 7	**Singapore**	**Colocation**	**100.0**	**99.49**	**1,038.4**[(4)(5)]	**94.6**[(6)]	**9.1**
KDC SGP 8	**Singapore**	**Colocation**	**100.0**	**99.49**			
With Land Tenure Lease Extension							
KDC SGP 7	**Singapore**	**Colocation**	**100.0**	**99.49**	**1,386.1**[(4)(5)]	**94.6**[(6)]	**6.8**
KDC SGP 8	**Singapore**	**Colocation**	**100.0**	**99.49**			

Source: KDCR 2023 Annual Report

Notes:

(1) Based on KDCR's respective ownership interest and independent valuation of their respective properties as disclosed in the KDCR 2023 Annual Report

(2) Net Property Income is based on publicly disclosed historical financial performance of KDCR's data centre portfolio by lease type as disclosed in the KDCR 2023 Annual Report

(3) KDCR divested its interest in Intellicentre Campus on 16 Apr 2024, market data is as of 31 Dec 2024

(4) Figures are based on KDCR's respective beneficiary interest in the properties

(5) Based on the average of two (2) independent valuations

(6) Based on the Knight Frank independent valuation report

We note that the aggregate net property yield of KDC SGP 7 and KDC SGP 8 without the Land Tenure Lease Extension of 9.1%, is above the range of the net property yield of KDCR's Existing Portfolio. We note that the aggregate net property yield of KDC SGP 7 and KDC SGP 8 with the Land Tenure Lease Extension of 6.8% is within the range of the net property yield of KDCR's Existing Portfolio.

We have also compared the aggregate KDC SGP 7 and KDC SGP 8 market value per square foot ("**psf**") of Attributable GFA with the market value psf of attributable GFA of the Singapore data centres under KDCR's Existing Portfolio, namely KDC SGP 1, KDC SGP2, KDC SGP 3, KDC SGP 4, KDC SGP 5, and DC 1 ("**KDCR's Singapore Properties**"). A summary of the comparison is set out in Exhibit 4 below.

Exhibit 4 – Market value psf of attributable GFA of KDCR's Singapore Properties

Property Name	Land Lease Expiry	Years to Land Lease Expiry(1)	Ownership Interest (%)	Date of Valuation	Market Value(2) (S$' million)	Attributable GFA(sf)	Market Value Attributable GFA (S$ psf)
KDC SGP 1	30 Sep 2055(3)	31.0(3)	100.0	31 Dec 2023	339.7	225,945	1,503
KDC SGP 2	31 Jul 2051	26.8	100.0	31 Dec 2023	183.0	106,726	1,715
KDC SGP 3	31 Jan 2052	27.3	90.0	31 Dec 2023	293.1	133,878(5)	2,189
KDC SGP 4	30 Jun 2050	25.7	99.0	31 Dec 2023	453.7	181,734(5)	2,497
KDC SGP 5	31 Aug 2050(4)	25.9(4)	99.0	31 Dec 2023	401.5	208,096(5)	1,929
DC1	31 Jul 2044	19.8	100.0	31 Dec 2023	289.5	213,815	1,354
Maximum					453.7	225,945	2,497
Minimum					183.0	106,726	1,354
Average					326.8	178,366	1,865
Median					316.4	194,915	1,822
Without Land Tenure Lease Extension							
KDC SGP 7	**16 Jul 2040**	**15.9**	**99.49**	**1 Sep 2024**	**1,038.4(6)(7)**	**474,218(6)**	**2,190**
KDC SGP 8	**16 Jul 2040**	**15.9**	**99.49**	**1 Sep 2024**			
With Land Tenure Lease Extension							
KDC SGP 7	**16 Jul 2050**	**25.9**	**99.49**	**1 Sep 2024**	**1,386.1(6)(7)**	**474,218(6)**	**2,923**
KDC SGP 8	**16 Jul 2050**	**25.9**	**99.49**	**1 Sep 2024**			

Source: KDCR 3Q2024 Key Business and Operational Updates, KDCR 2023 Annual Report

Notes:

(1) Figures as of 30 September 2024

(2) Based on KDCR's respective ownership interest and independent valuation of their respective properties as disclosed in the KDCR 2023 Annual Report

(3) Lease to expire on 30 September 2025, with an option to extend by 30 years

(4) Lease expiry includes a further term of nine (9) years

(5) Figures are based on 100% stake as disclosed in the KDCR 2023 Annual Report

(6) Figures are based on KDCR's beneficiary interest in the properties

(7) Based on the average of two (2) independent valuations

We note that the aggregate market value of Attributable GFA for KDC SGP 7 and KDC SGP 8 without the Land Tenure Lease Extension of S$2,190 psf is within the range of the market value psf of attributable GFA of KDCR's Singapore Properties. We note that the aggregate market value of Attributable GFA for KDC SGP 7 and KDC SGP 8 with the Land Tenure Lease Extension of S$2,923 psf is above the range of market value psf of attributable GFA of KDCR's Singapore Properties.

We understand from the management that the higher market value per GFA is driven by the newer AI-ready specifications as well as colocation rents which had increased over the past years and is expected to continue trending upwards over the next few years.

We would like to highlight that the above analysis is limited to the extent that KDC SGP 7 and KDC SGP 8 differs from KDCR's Singapore Properties in respect of tenure, building specifications, GFA, NLA, location, accessibility, composition of tenants, market risks, track record, future prospects and other relevant criteria. All information relating to these were compiled from publicly available information. The Independent Directors of the REIT Manager, Audit and Risk Committee of the REIT Manager and the REIT Trustee should note that the above comparison is merely for illustrative purposes only.

4.4 Pro Forma Financial Effects of the Proposed Shares and Notes Transactions

The full text of the of the pro forma financial effects of the Proposed Shares and Notes Transactions is set out in Section 5 of the Circular. A summary of the pro forma financial effects are set out in exhibits below:

Exhibit 5: Pro Forma DPU for FY2023

FY 2023	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency (based on 99.49% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, assuming tax transparency (based on 100% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, and (iii) Land Tenure Lease Extension(1), assuming no tax transparency (based on 100% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, and (iii) Land Tenure Lease Extension(1), assuming tax transparency(1) (based on 100% economic interest)
Net Profit Before Tax (S$'000)(2)	137,778	215,479	213,887	199,054	199,054
Distributable Income (S$'000)(3)	167,718	235,668	238,183	227,641	230,602
Issued Units ('000)	1,721,430(4)	2,243,738(5)	2,247,214(5)	2,254,179(5)	2,254,179(5)
DPU (cents)	9.383	10.233	10.330	9.831	9.962
Accretion (%)	–	9.0(6)	10.0(6)	4.7	6.1

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

Notes:

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units

(2) Assuming 100% occupancy for the full year of KDC SGP 7 and KDC SGP 8

(3) Distributable income includes capital expenditures set aside for certain properties ("**Capex Reserves**")

(4) Number of Units issued as of 31 December 2023

(5) Includes (i) approximately 334.9 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the private placement; (ii) approximately 148.4 million New Units (at an issue price of S$2.03 per Unit) to be issued pursuant to the preferential offering; (iii) approximately 40.7 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the Sponsor Subscription; and (iv) approximately 4.7 million New Units issued to the REIT Manager in satisfaction of the Acquisition Fee and 50.0% management fees paid in Units for KDC SGP 7 and KDC SGP 8 for the financial year ended 31 December 2023.

(6) After setting aside S$6.3 million for the additional upfront land premium for the additional 10 years to be paid to JTC

Exhibit 6: Pro Forma DPU for 1H2024

1H2024	Actual Before the Proposed Shares and Notes Transactions	After the Proposed Shares and Notes Transactions, assuming no tax transparency (based on 99.49% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, assuming tax transparency (based on 100% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, and (iii) Land Tenure Lease Extension(1), assuming no tax transparency (based on 100% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, and (iii) Land Tenure Lease Extension(1), assuming tax transparency (based on 100% economic interest)
Net Profit Before Tax (S$'000)(2)	129,591	168,335	167,541	160,145	160,145
Distributable Income (S$'000)(3)	80,878	114,760	116,014	110,758	112,234
Issued Units ('000)	1,723,191(4)	2,245,517(5)	2,248,975(5)	2,255,940(5)	2,255,940(5)
DPU (cents)	4.549	5.001	5.050	4.802	4.867
Accretion (%)	–	9.9(6)	11.0(6)	5.6	7.0

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

Notes:

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units

(2) Assuming 100% occupancy for the full year of KDC SGP 7 and KDC SGP 8

(3) Distributable income includes Capex Reserves

(4) Number of Units issued as at 30 June 2024

(5) Includes (i) approximately 334.9 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the private placement; (ii) approximately 148.4 million New Units (at an issue price of S$2.03 per Unit) to be issued pursuant to the preferential offering; (iii) approximately 40.7 million New Units (at an issue price of S$2.090 per Unit) to be issued pursuant to the Sponsor Subscription; and (iv) approximately 4.7 million New Units issued to the REIT Manager in satisfaction of the Acquisition Fee and 50% management fees paid in Units for KDC SGP 7 and KDC SGP 8 for the financial year ended 30 June 2024.

(6) After setting aside S$3.2 million for the additional upfront land premium for the additional 10 years to be paid to JTC

Based on the assumptions set out in the Circular, including the proposed method of financing, we note that the Proposed Shares and Notes Transactions are expected to be DPU accretive. We further note that in Paragraph 4.2 of the Letter to Unitholders in the Circular, it is stated that even without the Lump-Sum Income Support, the Proposed Shares and Notes Transactions are expected to be DPU-accretive assuming the Proposed Shares and Notes Transactions are fully funded via the Equity Fund Raising.

Exhibit 7: Pro Forma NAV for FY2023

FY2023	Actual Before the Proposed Shares and Notes Transaction	After the Proposed Shares and Notes Transactions Assumes no tax transparency (based on 99.49% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, assuming tax transparency (based on 100% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, and (iii) Land Tenure Lease Extension(1), assumes tax transparency (based on 100% economic interest)
NAV (S$'000)	2,310,980	3,381,107	3,388,353	3,403,044
Issued Units ('000)	1,721,430(2)	2,243,756	2,247,214	2,254,179
NAV per Unit (S$)	1.34	1.51	1.51	1.51

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

Notes:

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units

(2) Number of Units issued as of 31 December 2023

Tax transparency (whether granted or not granted) has no impact on the NAV per Unit.

Exhibit 8: Pro Forma NAV for 1H2024

1H2024	Actual Before the Proposed Shares and Notes Transaction	After the Proposed Shares and Notes Transactions Assumes no tax transparency (based on 99.49% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, assuming tax transparency (based on 100% economic interest)	After (i) the Proposed Shares and Notes Transactions, (ii) the exercise of the Call Option, and (iii) Land Tenure Lease Extension(1), assumes tax transparency (based on 100% economic interest)
NAV (S$'000)	2,369,306	3,439,433	3,446,679	3,461,370
Issued Units ('000)	1,723,191(2)	2,245,517	2,248,975	2,255,940
NAV per Unit (S$)	1.37	1.53	1.53	1.53

To obtain tax transparency, certain relevant restructuring and requisite regulatory, tax and other consents and approvals must be obtained. These may include but not limited to (i) consent from JTC for the conversion of Memphis 1 into a limited liability partnership and (ii) the approval from IRAS for tax transparency. There is no assurance that the requisite consents and approvals would be obtained.

Notes:

(1) The Land Tenure Lease Extension is assumed to be financed fully by debt. Together with that, there is a 1.0% Acquisition Fee on the Land Tenure Lease Extension amount which is assumed to be financed by issuance of Acquisition Fee in Units

(2) Number of Units issued as of 30 June 2024

Tax transparency (whether granted or not granted) has no impact on the NAV per Unit.

Based on the assumptions set out in the Circular, including the proposed method of financing, we note that the Proposed Shares and Notes Transactions are expected to be NAV accretive.

4.5 Assessment on the KDC SGP 7 and 8 MLA

4.5.1 Comparison of the KDC SGP 7 and 8 MLA with other master lease agreements of KDCR's Singapore Properties

We have compared the principal terms of the KDC SGP 7 and 8 MLA with the principal terms of the master lease agreements of KDCR's other Singapore Properties. A summary of the comparison is set out in Exhibit 9 below:

Exhibit 9: Comparison of KDC SGP 7 and 8 MLA with other master lease agreements of KDCR's Singapore Properties

Data Centre	Lease Tenure	Fixed Rent(1) (S$' million)	Variable Rent (% of EBITDA Amount(2))	Market Value(3) (S$' million)	Fixed Rent Property Yield (%)
KDC SGP 3	Initial term of 10 years with an option to renew for a further period of 5 years	5.5	99.0	293.1	1.9
KDC SGP 4	Initial term of 10 years with an option to renew for a further period of 5 years	8.7	99.0	453.7	1.9
KDC SGP 5	Initial term of 1 year with an option to renew further for a period of 9 years	7.2	99.0	401.5	1.8
KDC SGP 1(4)	**Initial term of 10 years with an option to renew further for a period of 5 years**	**6.5**	**99.0**	**339.7**	**1.9**
KDC SGP 2(4)		**3.9**	**99.0**	**183.0**	**2.1**
KDC SGP 7	**Initial term of 10 years with an option to renew further for a period of 5 years**	**10.9**	**99.0**	**1,038.4(5)(6)**	**1.9**
KDC SGP 8		**9.2**	**99.0**		

Source: KDCR 2023 Annual Report

Notes:

(1) Fixed Rent refers to fixed rent payable to the relevant lessee in relation to the latest financial year based on KDCR's interest in each Property

(2) EBITDA Amount means, in relation to each Financial Year, the Total Revenue less the Operating Expenses less the Fixed Rent

(3) Based on the respective ownership interest and independent valuation of the respective properties as disclosed in the KDCR 2023 Annual Report

(4) In relation to each of the Existing KDC SGP 1 MLA and the Existing KDC SGP 2 MLA

(5) Figure is based on KDCR's beneficiary interests in the properties

(6) Based on the average of two (2) independent valuations

We note that the principal terms and conditions of the KDC SGP 7 and 8 MLA, including the fixed rent and variable rent arrangements, are in line with the principal terms and conditions and rent arrangements of the other master lease agreements entered into by KDCR for their other Singapore Properties.

We also note the following:

(a) In terms of lease tenure, we note the term for the KDC SGP 7 and 8 MLA, being 10 years with an option to renew for a further period of five years, are comparable to the initial terms of the master lease agreements of KDC SGP 3 and KDC SGP 4, as well as the Existing KDC SGP 1 MLA and Existing KDC SGP 2 MLA;

(b) In terms of fixed rent, we note that the aggregate fixed property yield of KDC SGP 7 and KDC SGP 8 of 1.9%, respectively, based on the Fixed Rent for the first year, is in line with the fixed rent property yields of KDCR's Singapore Properties;

(c) We note a 3.0% annual escalation will be applied on the stabilised Fixed Rent for each subsequent year, which is comparable to the terms of KDCR's Singapore Properties;

(d) We note that the variable rent, of 99.0% of EBITDA Amount for KDC SGP 7 and KDC SGP 8 are the same as the percentage of EBITDA Amount for KDCR's Singapore Properties. We note that the definition and calculation of the EBITDA Amount for KDC SGP 7 and KDC SGP 8 are the same as the calculation for KDCR's Singapore Properties; and

(e) We note that the amount of variable rent to be received under the KDC SGP 7 and 8 MLA is expected to be more than the respective Fixed Rent. Based on an annualised 12 months ending 31 December 2024, assuming that all KDC SGP 7 and 8 Contracts have commenced, the KDC SGP 7 and KDC SGP 8 EBITDA Amount is expected to be significantly more than the Fixed Rent of S$20.2 million.

4.5.2 Other relevant considerations relating to the KDC SGP 7 and 8 MLA

On top of the comparison set out above, we have also considered the following factors in our evaluation of the proposed entry into the KDC SGP 7 and 8 MLA.

(a) Sharing the variability of the income and/or expenses between KDCH and its customers and/or suppliers

The arrangement of the KDC SGP 7 and 8 MLA allows KDCR to leverage on the track record of the K3 in managing the data centres, while at the same time, ensuring that Memphis 1 will share the variability of the income and/or expenses between KDCH and its customers and/or suppliers of the colocation arrangements entered into by the K3 with the underlying end-users, among other contracts and arrangements. Further, in compliance with JTC Corporation's policy, the anchor sublessee has to be a data centre operator which is KDCH.

(b) The connected nature of the KDC SGP 7 and 8 FMA to the KDC SGP 7 and 8 MLA

We note that the connected nature of the KDC SGP 7 and 8 FMA to the KDC SGP 7 and 8 MLA. If the KDC SGP 7 and 8 MLA is renewed for a further term, the parties agree to also renew the KDC SGP 7 and 8 FMA for the same term. The KDC SGP 7 and 8 FMA will also be terminated on the termination of the KDC SGP 7 and 8 MLA.

4.6 Assessment of the KDC SGP 7 and 8 FMA

4.6.1 Comparison of KDC SGP 7 and 8 FMA with other facility management agreements of KDCR's Singapore Properties

We have compared the principal terms of the KDC SGP 7 and 8 FMA with the principal terms of the facility management agreements of KDCR's Singapore Properties. A summary of the comparison is set out in Exhibit 10 below:

Exhibit 10: Comparison of KDC SGP 7 and 8 FMA with other facility management agreements of KDCR's Singapore Properties

Data Centre	Facility Manager	Agreement Tenure	Facility Management Fee	Project Management Fee
KDC SGP 3	Keppel DCS3 Services Pte. Ltd	Initial term of 10 years with an option to renew for a further period of 5 years	4.0% of the EBITDA Amount[(1)]	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and (iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.
KDC SGP 4	Keppel DC Singapore 2 Pte. Ltd.			
KDC SGP 5	Keppel DCS3 Services Pte. Ltd	Initial term of 1 year with an option to renew further for a period of 9 years		
KDC SGP 1[(2)]	**Keppel DC Singapore 1 Ltd.**	**Initial term of 10 years with an option to renew for a further period of 5 years**	**4.0% of the EBITDA Amount[(1)]**	**(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and (iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.**
KDC SGP 2[(2)]	**Keppel DC Singapore 2 Pte. Ltd.**			

Data Centre	Facility Manager	Agreement Tenure	Facility Management Fee	Project Management Fee
KDC SGP 7	Keppel DCS3 Services Pte. Ltd	Initial term of 10 years with an option to renew for a further period of 5 years	4.0% of the EBITDA Amount(1)	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and (iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.
KDC SGP 8	Keppel DCS3 Services Pte. Ltd			

Source: KDCR 2023 Annual Report

Notes:

(1) EBITDA Amount means, in relation to each Financial Year, the Total Revenue less the Operating Expenses less the Fixed Rent.

(2) In relation to each of the Existing KDC SGP 1 FMA and the Existing KDC SGP 2 FMA.

We note that the principal terms and conditions, including the fee and cost structure and the liability clauses, under the KDC SGP 7 and 8 FMA is the same as the principal terms and conditions, including the fee and cost structures and the liability clauses, of the facility management agreements entered into by KDCR for their other Singapore Properties.

We also note the following:

(a) In terms of the tenure of the KDC SGP 7 and 8 FMA, we note the term, being 10 years with an option to renew for a further period of five years, are comparable to the initial terms of the facility management agreements of KDC SGP 3 and KDC SGP 4, as well as the Existing KDC SGP 1 FMA and Existing KDC SGP 2 FMA; and

(b) The fee structure of the KDC SGP 7 and 8 FMA is comparable to the fee structure of KDCR's Singapore Properties.

4.6.1.1 Comparison of the KDC SGP 7 and 8 FMA with other SGX-ST listed REITs in Singapore

For purposes of our evaluation of the KDC SGP 7 and 8 FMA, we have also considered the relevant facility management agreements of Singapore data centres of listed REITs on the SGX-ST. We note that the facility management agreements of the comparable companies cover broadly similar services to be performed by the respective facility managers, and the fee and cost structures of these arrangements may be used for purposes of our evaluation. A summary of the comparison is set out in Exhibit 11 below:

Exhibit 11: Comparison of the KDC SGP 7 and 8 FMA with other facility management agreements for Singapore properties of comparable companies

Property Owner	Facility Manager	Facility Management Fee and Lease Management Fee	Project Management Fee
CapitaLand Ascendas REIT	Ascendas Services Pte. Ltd.	Facility Management Fee – 2.0% per annum of adjusted revenue of each property Lease Management Fee – 1.0% per annum of gross revenue of each property	(i) a fee of 3.00% of the construction costs, where the construction costs are S$2.0 million or less; (ii) a fee of 2.15% of the construction costs, where the construction costs exceed S$2.0 million but do not exceed S$12.0 million; (iii) a fee of 1.45% of the construction costs, where the construction costs exceed S$12.0 million but do not exceed S$40.0 million; (iv) a fee of 1.40% of the construction costs, where the construction costs exceed S$40.0 million but do not exceed S$70.0 million; (v) a fee of 1.35% of the construction costs, where the construction costs exceed S$70.0 million but do not exceed S$100.0 million; and (vi) a fee to be mutually agreed by the parties, where the construction costs exceed S$100.0 million.

Property Owner	Facility Manager	Facility Management Fee and Lease Management Fee	Project Management Fee
Mapletree Industrial Trust[(1)]	Mapletree Facilities Services Pte. Ltd.	Facility Management Fee – Up to 2.0% per annum of the gross revenue of each property Lease Management Fee – Up to 1.0% per annum of the gross revenue of each property	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and (iv) where the construction costs exceed S$50.0 million, a fee to be mutually agreed by the Manager, the Trustee and the Property Manager.
Sabana Industrial REIT	Sabana Estate Investment Management Pte. Ltd.	Facility Management Fee -2.0% per annum of gross revenue of each property Lease Management Fee – 1.0% per annum of gross revenue of each property	Not disclosed
ESR-LOGOS REIT	ESR-LOGOS Property Management (S) Pte. Ltd.	Facility Management Fee – 2.0% per annum of the gross revenue of each property Lease Management Fee – 1.0% per annum of gross revenue of each property	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs; (iii) where the construction costs exceed S$20.0 million but do not exceed $50.0 million, a fee of 1.5% of the construction costs; and (iv) where the construction costs exceed S$50.0 million, a fee to be mutually agreed by the Manager, the Property Manager, and the Trustee

Property Owner	Facility Manager	Facility Management Fee and Lease Management Fee	Project Management Fee
AIMA AA REIT	AIMS APAC Property Management Pte. Ltd.	Facility Management Fee – 2.0% per annum of the rental income of each property Lease Management Fee – 1.0% per annum of the gross revenue of each property	(i) 3.0% of the construction costs where the construction costs are $2.0 million or less; (ii) 2.0% of the construction costs where the construction costs exceed S$2.0 million but do not exceed S$20.0 million; (iii) 1.5% of the construction costs where the construction costs exceed S$20.0 million but do not exceed S$50.0 million; and (iv) a fee to be mutually agreed by the parties where the construction costs exceed S$50.0 million
Keppel DC REIT	**Keppel DCS3 Services Pte. Ltd.**	**Facility Management Fee – 4.0% of EBITDA Amount**	**(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs;** **(ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher;** **(iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is higher; and** **(iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs**

Source: CapitaLand Ascendas REIT 2023 Annual Report, Mapletree Industrial Trust 2023 Annual Report, Sabana Industrial REIT 2023 Annual Report, ESR-LOGOS REIT 2023 Annual Report, AIMA AA REIT 2023 Annual Report, and KDCR 2023 Annual Report

Note:

(1) Fee structure is applicable to Mapletree Industrial Trust's Singapore and North America portfolio

We would like to highlight that the above comparison should be used for illustrative purposes as we note that the comparables listed above may differ in terms of building size and design, location, tenant composition, operating history, and other relevant factors. In addition, the listed comparables are by no means exhaustive and information relating to these were compiled from publicly available information.

We also note that the facility management fee of the KDC SGP 7 and 8 FMA of 4.0% of EBITDA is similar to other facility management fees and lease management fees, as a percentage of gross revenue, for Singapore properties of comparable companies.

4.7 Other relevant considerations relating to the Proposed Shares and Notes Transactions and Proposed Entry into Relevant Agreements

4.7.1 Income Support for KDC SGP 7 and KDC SGP 8

Lump-Sum Income Support will be provided by the Seller Shareholders and the Existing Noteholders for the Income Support Period because while KDC 8 received its TOP on 23 August 2024, the remaining data halls are undergoing fit out which is expected to complete by 1Q 2025 and to be fully occupied by 3Q 2025. The Lump-Sum Income Support is capped at (i) (if Completion occurs prior to 1 January 2025) (both inclusive) S$8.7 million or (ii) (if Completion occurs between 1 January 2025 to 30 September 2025) (both inclusive) S$8.7 million pro-rated from the date of Completion to 30 September 2025[1]. A Contingency Income Support will be provided if the remaining data halls which are undergoing fit out is not "ready for service" in accordance with the deadline as set out with the clients and such delay is due solely to fault by the main contractor and/or Memphis 1. The Contingency Income Support is computed based on the revenue attributed to such data hall based on the existing signed customer contracts in relation to such data hall. The purpose of the Contingency Income Support is to ensure that if there is any delay in handling over the data halls to the customers, which is result in delay in the commencement of the rents payable, KDCR is compensated for it.

We note that the Lump-Sum Income Support was negotiated to provide a rental top-up during the initial period post-acquisition prior to the commencement of client contracts and the Contingent Income Support was negotiated to cover the situations where there is a delay in completing the fit out works. We also note that there is no cap for the Contingent Income Support. We understand such interim support arrangement is not uncommon in similar market transactions.

The valuations of KDC SGP 7 and KDC SGP 8 do not take into account the Lump-Sum Income Support and the Contingent Income Support (together, the "**Income Support**").

We further note that in Paragraph 4.2 of the Letter to Unitholders in the Circular, it is stated that even without the Income Support, the Proposed Shares and Notes Transactions are expected to be DPU-accretive assuming the Proposed Shares and Notes Transactions are fully funded via the Equity Fund Raising. Accordingly, we are of the view that the Income Support arrangement is not prejudicial to the interests of KDCR and its minority Unitholders.

1 The Lump Sum Income Support amount is reduced the later the Completion as the Lump-Sum Income Support amount is computed based on the date the rental will commence pursuant to the terms of the existing signed customer contracts. The later the Completion, the shorter the time frame between the Completion Date and the date of commencement of the rental. Accordingly, with a shorter time frame, less income support is required.

4.7.2 Transfer of KDC SGP 7 and KDC SGP 8's existing business

Upon Completion of the Proposed Shares and Notes Transactions, Memphis 1 will enter into the Business Transfer Agreement with KD3 in respect of KDC SGP 7 and KDC SGP 8, to transfer the business of data centre operations carried out by Memphis 1 including the assets and liabilities subsisting at completion, from Memphis 1 to K3, for a nominal consideration. We note that both KDC SGP 7 and KDC SGP 8 have an occupancy rate of 100.0% and have a WALE of 3.9 years and 5.0 years respectively by net lettable area, as at 30 September 2024. The proposed acquisition of KDC SGP 7 and KDC SGP 8 can further strengthen the platform to drive long-term growth.

4.7.3 New notes to redeem the existing notes and repay the external bank borrowings

The New Notes Subscriber shall subscribe for two new classes of notes to be issued by Memphis 1, as follows: (i) 100.0% of the New Class A Notes with the proceeds from the New Class A Notes to be used to redeem Existing Notes 1 and Existing Notes 2; and (ii) 99.49% of the New Class B Notes, with the proceeds from the New Class B Notes to be used to redeem the Existing Notes held by Existing Noteholders, repay the external bank borrowings of Memphis 1 and to fund the working capital and any future capital expenditure of Memphis 1.

The coupon payable of the New Class A Notes is at 99.0% of the available cash flow, which refers to the lower of Memphis 1's bank cash balance at the end of each financial quarter, and an amount equivalent to (a) Memphis 1's net profit after tax for that financial quarter; less (b) any amount set aside for amortising principal payments payable in respect of external financing, capital expenditure and/or working capital reserves and after making adjustments for certain non-cash items. The remaining 1.0% of the available cash flow is split between KDCR and Keppel Griffin according to their respective shareholding. As such, after the completion of the Proposed Shares and Notes Transactions, KDCR will have an economic interest of 99.49% in KDC SGP 7 and KDC SGP 8.

We also understand from Management that the intention of issuing New Class B Notes is to fund the underlying assets from the REIT level, which is in line of the approach of funding with other KDCR's Singapore Properties.

4.7.4 Sub-lease of KDC SGP 9 and the cost sharing arrangements

The KDC SGP 9 Sub-Lease has been granted by Memphis 1 to the KDC SGP 9 Entity. Construction for KDC SGP 9 has not commenced and is estimated to be completed on or around 2027. There will be cost sharing arrangements under the KDC SGP 9 Sub-Lease and the aggregate value[1] of the future payments arising from the cost sharing arrangements under the KDC SGP 9 Sub-Lease will constitute an "interested person transaction" under Chapter 9 of the Listing Manual, in respect of which the approval of Unitholders will be required. We understand from Management that those measurable costs will be billed on actual usage while the cost of common-use facilities will be based on one-third.

1 It is not meaningful to provide an estimate as to the aggregate value of the payments made pursuant to the KDC SGP 9 Sub-Lease Agreement as such amount is based on the actual costs, including, among others, electricity usage and electricity rates. In any event, the value of the other transactions already exceeds 5% of the Keppel DC REIT Group's latest audited NTA.

4.8 Assessment on the Proposed Sponsor Subscription and Acquisition Fee Units

4.8.1 Comparison to Precedent Transactions of listed REITs on the SGX-ST

We set out below, for illustrative purposes only, examples of placements undertaken by SGX-ST listed REITs. The precedent placements might differ from the proposed issuance in terms of proceeds size, investor base, market risks, future prospects, operating history and other factors. There are no placements under the precedent placement that may be considered identical to the proposed Subscription in terms of the abovementioned factors. A summary of the comparison is set out in Exhibit 12 below:

Exhibit 12: Selected Information on Precedent Placements by other REITs in Singapore

Precedent Placements	Announcement Date of Launch	Total Proceeds Raised (S$' million)	Issue Price (S$)	Discount to Adjusted VWAP of trades (%)(1)
Parkway Life REIT(2)	22 Oct 2024	180.0	3.800	3.50
CapitaLand Integrated Commercial Trust	3 Sep 2024	350.3	2.040	3.42
Keppel Infrastructure Trust(2)	27 Aug 2024	200.0	0.438	4.60
Digital Core REIT	25 Jan 2024	162.0	0.625	1.62
Frasers Centrepoint Trust	5 Feb 2024	200.0	2.180	2.88
CapitaLand Ascott Trust	2 Aug 2023	200.0	1.043	3.90
AIMS APAC REIT	31 May 2023	70.0	1.214	6.69
Mapletree Industrial Trust(2)	25 May 2023	204.8	2.212	1.51
CapitaLand Ascendas REIT(2)	16 May 2023	500.0	2.727	3.00
Keppel Infrastructure Trust	18 Apr 2023	183.0	0.477	7.40
Mapletree Logistics Trust(2)	30 Mar 2023	200.0	1.649	1.49
ESR-LOGOS REIT(2)	16 May 2023	150.0	0.330	4.54
Ascott Residence Trust	15 Aug 2022	163.0	1.120	3.68
Lendlease Global Commercial REIT	22 Mar 2022	400.0	0.725	7.69
Maximum				**7.69**
Minimum				**1.49**
Average				**3.99**
Median				**3.59**
For Placements issued to Sponsor				
Maximum				**4.60**
Minimum				**1.49**
Average				**3.11**
Median				**3.25**
Proposed Issuance		**85.0**	**2.090**	**3.28**

Source: SGX Public Disclosures

Notes:

(1) The discount is calculated based on the volume weighted average price for a Unit for all trades on the SGX-ST for the preceding market day in the ordinary course of trading on the SGX-ST

(2) Transaction involved a placement of new units issued to Sponsor

We note that,

(i) The issue price, at a discount of 3.3%, is based on the Adjusted VWAP for all trades on the SGX-ST on 18 November 2024, which is within the range of all discounts for the Precedent Placements;

(ii) The issue price of New Units to Sponsor will be the same as the issue price of the private placement; and

(iii) Process and pricing adopted for the private placement was similar to that of the Precedent Placements, the pricings of which were determined by the issue managers and underwriters, working with the respective REIT managers having regard to the then prevailing market conditions via price discovery through book build involving independent investors.

4.9 Other relevant considerations relating to the Proposed Sponsor Subscription and Acquisition Fee Units

We note that the terms for the issuance of the Acquisition Fee Units are set out in the Trust Deed and have been deemed approved since the initial public offering of KDCR. In addition, the Property Funds Appendix requires acquisition fees to be paid in the form of Units for an interested party transaction. Accordingly, the approval sought here relates only to the Unit issue mandate for the issuance of the Acquisition Fee Units.

The issue price of Acquisition Fee Units is based on the volume weighted average price for a unit in KDCR for all trades done on the Singapore Exchange Securities Trading Limited in the ordinary course of trading for the last ten business days for the period ended on the Completion Date.

5 THE PROPOSED ENTRY INTO THE NEW KDC SGP 1 AGREEMENTS AND THE NEW KDC SGP 2 AGREEMENTS

5.1 Principal terms and conditions of the New KDC SGP 1 MLA

The full text of the information relating to the New KDC SGP 1 MLA between the REIT Trustee and KDC SGP 1 Master Lessee for KDC SGP 1 is set out in Section 6.3 of the Circular.

We note that the terms of the New KDC SGP 1 MLA are proposed to be on substantially the same terms as the Existing KDC SGP 1 MLA, save for the following:

(a) The KDC SGP 1 Fixed Rent under the New KDC SGP 1 MLA is higher compared to the rent in the Existing KDC SGP 1 MLA

Year	Fixed Rent (S$) under the New KDC SGP 1 MLA	Fixed Rent (S$) under the Existing KDC SGP 1 MLA
First year	6,719,582	5,000,000
Second year	6,921,169	5,150,000
Third year	7,128,804	5,304,500
Fourth year	7,342,668	5,463,635
Fifth year	7,562,948	5,627,544
Sixth year	7,789,836	5,796,370
Seventh year	8,023,531	5,970,261
Eighth year	8,264,237	6,149,369
Ninth year	8,512,164	6,333,850
Tenth year	8,767,529	6,523,866

(b) The New KDC SGP 1 MLA provides that where the REIT Trustee wishes to conduct any asset enhancement initiative works on KDC SGP 1, the parties shall discuss in good faith for an appropriate reduction in rent to take into account the usability of KDC SGP 1 and the number of customers remaining during the period of the works. This is not provided for in the Existing KDC SGP 1 MLA;

(c) The New KDC SGP 1 MLA provides that until parties are able to agree on the proposed annual budget and in relation to budget items in dispute (which pertain to KDC SGP 1 Facility Manager), the expenses set out in the budget for such line items in the previous financial year shall be increased by 5% (pertaining to budget items other than Salary Costs) and 10% (pertaining to Salary Costs) and the REIT Trustee shall be deemed to have approved such increased expenses. This is not provided for in the Existing KDC SGP 1 MLA;

(d) In the Existing KDC SGP 1 MLA, where the REIT Trustee varies the rules relating to the safety, conduct and management of KDC SGP 1, the REIT Trustee need only notify the KDC SGP 1 Master Lessee in writing. However, in the New KDC SGP 1 MLA, the REIT Trustee would need to obtain the prior agreement of the New KDC SGP 1 MLA (such agreement not to be unreasonably withheld or delayed), and if JTC is making or varying such rules, the REIT Trustee shall allow the KDC SGP 1 Master Lessee to join in the consultation with JTC, if permitted by JTC; and

(e) In the New KDC SGP 1 MLA, where the consent of any customer under the KDC SGP 1 Contracts is required to be obtained for any assignment, transfer, charge of the New KDC SGP 1 MLA or the transfer, sale or disposal of KDC SGP 1 by the REIT Trustee, such assignment, transfer, charge, sale or disposal shall be subject to such consent being obtained, and the parties shall use all reasonable efforts to procure and obtain such consent from such customer. This is not provided for in the Existing KDC SGP 1 MLA.

5.2 Principal terms and conditions of the New KDC SGP 2 MLA

The full text of the information relating to the New KDC SGP 2 MLA between the REIT Trustee and KDC SGP 2 Master Lessee for KDC SGP 2 is set out in Section 7.3 of the Circular.

We note that the terms of the New KDC SGP 2 MLA are proposed to be on substantially the same terms as the Existing KDC SGP 2 MLA, save for the following:

(a) The KDC SGP 2 Fixed Rent under the New KDC SGP 2 MLA is higher compared to the rent in the Existing KDC SGP 2 MLA;

Year	Fixed Rent (S$) under the New KDC SGP 2 MLA	Fixed Rent (S$) under the Existing KDC SGP 2 MLA
First year	4,031,750	3,000,000
Second year	4,152,703	3,090,000
Third year	4,277,284	3,182,700
Fourth year	4,405,603	3,278,181
Fifth year	4,537,771	3,376,526
Sixth year	4,673,904	3,477,822
Seventh year	4,814,121	3,582,157
Eighth year	4,958,545	3,689,622
Ninth year	5,107,301	3,800,310
Tenth year	5,260,520	3,914,320

(b) The New KDC SGP 2 MLA provides that where the REIT Trustee wishes to conduct any asset enhancement initiative works on KDC SGP 2, the parties shall discuss in good faith for an appropriate reduction in rent to take into account the usability of KDC SGP 2 and the number of customers remaining during the period of the works. This is not provided for in the Existing KDC SGP 2 MLA;

(c) The New KDC SGP 2 MLA provides that until parties are able to agree on the proposed annual budget and in relation to budget items in dispute (which pertain to KDC SGP 2 Facility Manager), the expenses set out in the budget for such line items in the previous financial year shall be increased by 5% (pertaining to budget items other than Salary Costs) and 10% (pertaining to Salary Costs) and the REIT Trustee shall be deemed to have approved such increased expenses. This is not provided for in the Existing KDC SGP 2 MLA;

(d) In the Existing KDC SGP 2 MLA, where the REIT Trustee varies the rules relating to the safety, conduct and management of KDC SGP 2, the REIT Trustee need only notify the KDC SGP 2 Master Lessee in writing. However, in the New KDC SGP 2 MLA, the REIT Trustee would need to obtain the prior agreement of the New KDC SGP 2 MLA (such agreement not to be unreasonably withheld or delayed), and if JTC is making or varying such rules, the REIT Trustee shall allow the KDC SGP 2 Master Lessee to join in the consultation with JTC, if permitted by JTC; and

(e) In the New KDC SGP 2 MLA, where the consent of any customer under the KDC SGP 2 Contracts is required to be obtained for any assignment, transfer, charge of the New KDC SGP 2 MLA or the transfer, sale or disposal of KDC SGP 2 by the REIT Trustee, such assignment, transfer, charge, sale or disposal shall be subject to such consent being obtained, and the parties shall use all reasonable efforts to procure and obtain such consent from such customer. This is not provided for in the Existing KDC SGP 2 MLA.

5.3 Principal terms and conditions of the New KDC SGP 1 FMA

The full text of the information relating to the New KDC SGP 1 FMA between the REIT Trustee and KDC SGP 1 Facility Manager for KDC SGP 1 is set out in Section 6.5 of the Circular.

We note that the terms of the New KDC SGP 1 FMA are proposed to be on substantially the same terms as the Existing KDC SGP 1 FMA, save for the following:

(a) The New KDC SGP 1 FMA provides that all costs of the employment of the personnel engaged by the KDC SGP 1 Facility Manager[1] shall be estimated, projected or otherwise provided for in the annual budget and shall be reimbursed to the KDC SGP 1 Facility Manager by the REIT Trustee. Where any of the actual costs exceed or are expected to exceed what is indicated in the annual budget, the KDC SGP 1 Facility Manager shall seek the REIT Trustee's written approval for such increments. Save for any additional costs which have been approved by the REIT Trustee in writing, the REIT Trustee shall not be liable to pay any costs which exceed the relevant sum(s) indicated in the annual budget. This is not provided for in the Existing KDC SGP 1 FMA. In the Existing KDC SGP 1 FMA, such costs are reimbursed by the REIT Trustee; and

(b) Regarding the project management fees, the New KDC SGP 1 FMA provides that "construction costs" would need to be approved by the REIT Trustee in writing prior to commencement of the relevant works. The REIT Trustee may, prior to approving any construction costs, at its own cost engage a quantity surveyor for the relevant project to provide a valuation on the relevant works to aid in its decision in approving the construction costs. This is not provided for in the Existing KDC SGP 1 FMA.

5.4 Principal terms and conditions of the New KDC SGP 2 FMA

The full text of the information relating to the New KDC SGP 2 FMA between the REIT Trustee and KDC SGP 2 Facility Manager for KDC SGP 2 is set out in Section 7.5 of the Circular.

---

1 This includes (for example) the cost of recruitment, salaries, administration, training, requisite insurance contributions, central provident fund contributions, and payments for redundancy or unfair dismissal.

We note that the terms of the New KDC SGP 2 FMA are proposed to be on substantially the same terms as the Existing KDC SGP 2 FMA, save for the following:

(a) The New KDC SGP 2 FMA provides that all costs of the employment of the personnel engaged by the KDC SGP 2 Facility Manager[1] shall be estimated, projected or otherwise provided for in the annual budget and shall be reimbursed to the KDC SGP 2 Facility Manager by the REIT Trustee. Where any of the actual costs exceed or are expected to exceed what is indicated in the annual budget, the KDC SGP 2 Facility Manager shall seek the REIT Trustee's written approval for such increments. Save for any additional costs which have been approved by the REIT Trustee in writing, the REIT Trustee shall not be liable to pay any costs which exceed the relevant sum(s) indicated in the annual budget. This is not provided for in the Existing KDC SGP 2 FMA. In the Existing KDC SGP 2 FMA, such costs are reimbursed by the REIT Trustee; and

(b) Regarding the project management fees, the New KDC SGP 2 FMA provides that "construction costs" would need to be approved by the REIT Trustee in writing prior to commencement of the relevant works. The REIT Trustee may, prior to approving any construction costs, at its own cost engage a quantity surveyor for the relevant project to provide a valuation on the relevant works to aid in its decision in approving the construction costs. This is not provided for in the Existing KDC SGP 2 FMA.

6 EVALUATION OF THE PROPOSED ENTRY INTO NEW KDC SGP 1 AGREEMENTS AND NEW KDC SGP 2 AGREEMENTS

In reaching our recommendation in respect of the Proposed Entry into New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements, we have given due consideration to the following factors:

(a) Rationale for and benefits of the Proposed Entry into New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements;

(b) Assessment of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA;

(c) Assessment of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA; and

(d) Other relevant considerations relating to the Proposed Entry into New KDC SGP 1 Agreements and New KDC SGP 2 Agreements.

6.1 Rationale for and benefits of the Proposed Entry into New KDC SGP 1 Agreements and New KDC SGP 2 Agreements

The disclosures made in relation to the rationale for the Proposed Entry into New KDC SGP 1 Agreements and the New KDC SGP 2 Agreements is set out in Paragraph 8 of the Letter to Unitholders in the Circular. We note that the REIT Manager believes that the Proposed Entry into New KDC SGP 1 Agreements and New KDC SGP 2 Agreements will bring the following key benefits to KDCR Unitholders:

(i) Proven track record, familiarity and experience of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager;

---

1 This includes (for example) the cost of recruitment, salaries, administration, training, requisite insurance contributions, central provident fund contributions, and payments for redundancy or unfair dismissal.

(ii) KDCR will share the variability of the income and/or expenses between KDCH and its customers and/or suppliers;

(iii) Cost savings from economies of scale; and

(iv) Facility management fee payable to each of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager remains competitive.

We recommend that the Independent Directors of the REIT Manager, Audit and Risk Committee of the REIT Manager and the REIT Trustee to advise the minority Unitholders to read this section of the Circular carefully.

6.2 Assessment of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA

6.2.1 Comparison of New KDC SGP 1 MLA and the New KDC SGP 2 MLA with other master lease agreements of KDCR's Singapore Properties

We have compared the principal terms of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA with the principal terms of the master lease agreements of KDCR's Singapore Properties. A summary of the comparison is set out in Exhibit 13 below:

Exhibit 13: Comparison of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA with other master lease agreements of KDCR's Singapore Properties

Data Centre	Lease Tenure	Fixed Rent(1) (S$' million)	Variable Rent (% of EBITDA Amount(2))	Market Value(3) (S$' million)	Fixed Rent Property Yield (%)
KDC SGP 3	Initial term of 10 years with an option to renew for a further period of 5 years	5.5	99.0	293.1	1.9
KDC SGP 4	Initial term of 10 years with an option to renew for a further period of 5 years	8.7	99.0	453.7	1.9
KDC SGP 5	Initial term of 1 year with an option to renew further for a period of 9 years	7.2	99.0	401.5	1.8
KDC SGP 1	**Initial term of 10 years with an option to renew further period 5 years**	**6.7(4)**	**99.0**	**339.7**	**2.0**
KDC SGP 2		**4.0(4)**	**99.0**	**183.0**	**2.2**

Source: KDCR 2023 Annual Report

Notes:

(1) Fixed Rent refers to fixed rent payable to the relevant lessee in relation to the latest financial year based on KDCR's interest in each Property

(2) EBITDA Amount means, in relation to each Financial Year, the Total Revenue less the Operating Expenses less the Fixed Rent

(3) Based on the respective ownership interest and independent valuation of the respective properties as disclosed in the KDCR 2023 Annual Report

(4) Fixed Rent is based on each of KDC SGP 1 and KDC SGP 2's Fixed Rent for the First Year under the New KDC SGP 1 MLA and the New KDC SGP 2 MLA

We note that the principal terms and conditions of each of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA, including the fixed rent and variable rent arrangements, are in line with the principal terms and conditions and rent arrangements of the other master lease agreements entered into by KDCR's Singapore Properties.

We also note the following:

(a) In terms of lease tenure, we note the term for the KDC SGP 1 MLA and KDC SGP 2 MLA, each being 10 years with an option to renew for a further period of five years, are comparable to the initial terms of the master lease agreements of KDC SGP 3 and KDC SGP 4;

(b) In terms of fixed rent, we note that the fixed rent property yield of KDC SGP 1 and KDC SGP 2 of 2.0% and 2.2%, respectively, each based on the respective Fixed Rent for the first year, are in line with the fixed rent property yields of KDCR's Singapore Properties;

(c) In examining the Fixed Rent schedule for KDC SGP 1 and KDC SGP 2, we note a 3.0% annual escalation will be applied on the Fixed Rent for each subsequent year, which is comparable to the terms of KDCR's Singapore Properties;

(d) We note that the variable rent, of 99.0% of EBITDA Amount for each of KDC SGP 1 and KDC SGP 2 are the same as the percentage of EBITDA Amount for KDCR's Singapore Properties. We note that the definition and calculation of the EBITDA Amount for each of KDC SGP 1 and KDC SGP 2 are the same as the calculation for KDCR's Singapore Properties; and

(e) We note that the amount of variable rent to be received under each of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA is expected to be more than the respective Fixed Rent. Based on the 12 months ended 31 December 2023, the KDC SGP 1 EBITDA Amount and KDC SGP 2 EBITDA Amount are significantly more than the Fixed Rent of S$6.3 million and S$3.8 million respectively.

6.2.2 Other relevant considerations in relation to the New KDC SGP 1 MLA and the New KDC SGP 2 MLA

On top of the considerations set out above, we have also considered the following factors in our evaluation of the proposed entry into the New KDC SGP 1 MLA and the New KDC SGP 2 MLA.

(a) Sharing the variability of the income and/or expenses between KDCH and its customers and/or suppliers

Due to the arrangements of each of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA, the REIT Trustee will share the variability of the income and/or expenses between Keppel data centres and its customers and/or suppliers. Further, in compliance with JTC's policy, the anchor sublessee has to be a data centre operator which is KDCH.

The arrangements of each of the New KDC SGP 1 MLA and the New KDC SGP 2 MLA allows KDCR to leverage on the track record of the KDC SGP 1 Facility Manager and the KDC SGP 2 Facility Manager in managing the data centres, while at the same time, ensuring that KDCR will share the variability of the income and/or expenses between KDCH and its customers and/or suppliers of the colocation arrangements entered into by each of the KDC SGP 1 Master Lessee and the KDC SGP 2 Master Lessee respectively with the underlying end-users, among other contracts and arrangements.

(b) The connected nature of the facility management agreement (“FMA”) to the master lease agreement (“MLA”) for each of KDC SGP 1 and KDC SGP 2

We note the connected nature of the respective FMAs to the corresponding MLAs. If the MLA is renewed for a further term, the parties agree to also renew the FMA for the same term. The FMA will also be terminated on the termination of the MLA.

6.2.3 Assessment of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA

6.2.3.1 Comparison of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA with other facility management agreements of KDCR’s Singapore Properties

We have compared the principal terms of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA with the principal terms of the facility management agreements of KDCR’s Singapore Properties. A summary of the comparison is set out in Exhibit 14 below:

Exhibit 14: Comparison of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA with other facility management agreements of KDCR’s Singapore Properties

Data Centre	Facility Manager	Agreement Tenure	Facility Management Fee	Project Management Fee
KDC SGP 3	Keppel DCS3 Services Pte. Ltd	Initial term of 10 years with an option to renew for a further period of 5 years	4.0% of the EBITDA Amount(1)	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and (iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.
KDC SGP 4	Keppel DC Singapore 2 Pte. Ltd.			
KDC SGP 5	Keppel DCS3 Services Pte. Ltd	Initial term of 1 year with an option to renew further for a period of 9 years		
KDC SGP 1	**Keppel DC Singapore 1 Ltd**	**Initial term of 10 years with an option to renew for a further period of 5 years**	**4.0% of the EBITDA Amount(1)**	**(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs;** **(ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher;** **(iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and** **(iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs.**
KDC SGP 2	**Keppel DC Singapore 2 Pte. Ltd.**			

Source: KDCR 2023 Annual Report

Note:

(1) EBITDA Amount means, in relation to each Financial Years, the Total Cash Revenue less the Operating Cash Expenses less the Fixed Rent

We note that the principal terms and conditions, including the fee and cost structure and the liability clauses, under the New KDC SGP 1 FMA and the New KDC SGP 2 FMA are the same as the principal terms and conditions, including the fee and cost structures and the liability clauses, of the facility management agreements entered into by KDCR for their other Singapore Properties.

We also note the following:

(a) In terms of the tenures, we note the term for each of the New KDC SGP 1 MLA and New KDC SGP 2 MLA, being 10 years with an option to renew for a further period of five years, are comparable to the initial terms of the facility management agreements of KDC SGP 3 and KDC SGP 4; and

(b) The fee structure of each of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA is comparable to the fee structure of KDCR's Singapore Properties.

6.2.3.2 Comparison of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA with other SGX-ST listed REITs in Singapore

For purposes of our evaluation of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA, we have considered the relevant facility management agreements of Singapore data centres of listed REITs on the SGX-ST. We note that the facility management agreements of the comparable companies cover broadly similar services to be performed by the respective facility managers, and the fee and cost structures of these arrangements may be used for purposes of our evaluation. A summary of the comparison is set out in Exhibit 15 below:

Exhibit 15: Comparison of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA with other facility management agreements for Singapore properties of comparable companies

Property Owner	Facility Manager	Facility Management Fee and Lease Management Fee	Project Management Fee
CapitaLand Ascendas REIT	Ascendas Services Pte. Ltd.	Facility Management Fee – 2.0% per annum of adjusted revenue of each property Lease Management Fee – 1.0% per annum of gross revenue of each property	(i) a fee of 3.00% of the construction costs, where the construction costs are S$2.0 million or less; (ii) a fee of 2.15% of the construction costs, where the construction costs exceed S$2.0 million but do not exceed S$12.0 million; (iii) a fee of 1.45% of the construction costs, where the construction costs exceed S$12.0 million but do not exceed S$40.0 million; (iv) a fee of 1.40% of the construction costs, where the construction costs exceed S$40.0 million but do not exceed S$70.0 million; (v) a fee of 1.35% of the construction costs, where the construction costs exceed S$70.0 million but do not exceed S$100.0 million; and (vi) a fee to be mutually agreed by the parties, where the construction costs exceed S$100.0 million.

Property Owner	Facility Manager	Facility Management Fee and Lease Management Fee	Project Management Fee
Mapletree Industrial Trust[1]	Mapletree Facilities Services Pte. Ltd.	Facility Management Fee – Up to 2.0% per annum of the gross revenue of each property Lease Management Fee – Up to 1.0% per annum of the gross revenue of each property	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is the higher; and (iv) where the construction costs exceed S$50.0 million, a fee to be mutually agreed by the Manager, the Trustee and the Property Manager.
Sabana Industrial REIT	Sabana Estate Investment Management Pte. Ltd.	Facility Management Fee – 2.0% per annum of gross revenue of each property Lease Management Fee – 1.0% per annum of gross revenue of each property	Not disclosed
ESR-LOGOS REIT	ESR-LOGOS Property Management (S) Pte. Ltd.	Facility Management Fee – 2.0% per annum of the gross revenue of each property Lease Management Fee – 1.0% per annum of gross revenue of each property	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs; (iii) where the construction costs exceed S$20.0 million but do not exceed $50.0 million, a fee of 1.5% of the construction costs; and (iv) where the construction costs exceed S$50.0 million, a fee to be mutually agreed by the Manager, the Property Manager, and the Trustee.
AIMA AA REIT	AIMS APAC Property Management Pte. Ltd.	Facility Management Fee – 2.0% per annum of the rental income of each property Lease Management Fee – 1.0% per annum of the gross revenue of each property	(i) 3.0% of the construction costs where the construction costs are $2.0 million or less; (ii) 2.0% of the construction costs where the construction costs exceed S$2.0 million but do not exceed S$20.0 million; (iii) 1.5% of the construction costs where the construction costs exceed S$20.0 million but do not exceed S$50.0 million; and (iv) a fee to be mutually agreed by the parties where the construction costs exceed S$50.0 million

Property Owner	Facility Manager	Facility Management Fee and Lease Management Fee	Project Management Fee
Keppel DC REIT	Keppel DC Singapore 1 Ltd. Keppel DC Singapore 2 Pte. Ltd.	Facility Management Fee – 4.0% of EBITDA Amount	(i) where the construction costs are S$2.0 million or less, a fee of 3.0% of the construction costs; (ii) where the construction costs exceed S$2.0 million but do not exceed S$20.0 million, a fee of 2.0% of the construction costs or S$60,000, whichever is the higher; (iii) where the construction costs exceed S$20.0 million but do not exceed S$50.0 million, a fee of 1.5% of the construction costs or S$400,000, whichever is higher; and (iv) where the construction costs exceed S$50.0 million, a fee of not more than 1.5% of the construction costs

Source: CapitaLand Ascendas REIT 2023 Annual Report, Mapletree Industrial Trust 2023 Annual Report, Sabana Industrial REIT 2023 Annual Report, ESR-LOGOS REIT 2023 Annual Report, AIMA AA REIT 2023 Annual Report, and KDCR 2023 Annual Report

Note:

(1) Fee structure is applicable to Mapletree Industrial Trust's Singapore and North America portfolio

We would like to highlight that the above comparison should be used for illustrative purposes only as we note that the comparables listed above may differ in terms of building size and design, location, tenant composition, operating history, and other relevant factors. In addition, the listed comparables are by no means exhaustive and information relating to these were compiled from publicly available information.

We also note that the facility management fee of each of the New KDC SGP 1 FMA and the New KDC SGP 2 FMA of 4.0% of EBITDA Amount is similar to other facility management fees and lease management fees, as a percentage of gross revenue, for Singapore properties of comparable companies.

7 OUR OPINION

With regards to our terms of reference, in arriving at our opinion, we have taken into account a range of factors which we consider to be relevant to and have a significant bearing on our assessment of the Proposed Transactions. We have carefully considered as many factors as we deem pertinent and balanced them before reaching our opinion. Accordingly, it is important that our IFA Letter, in particular, all the considerations and information we have taken into account, be read in its entirety.

We have set out below a summary of the key factors we have taken into our consideration in our assessment of the Proposed Transactions:

(a) The rationale for and benefits of the Proposed Shares and Notes Transactions;

(b) In relation to the Proposed Shares and Notes Transactions:

i. The approaches undertaken by the Independent Valuers are widely accepted methods for the purposes of valuing income producing properties;

ii. The Agreed KDC SGP 7 and 8 Value represents a discount of approximately 0.29% and 2.32% to the Independent Valuations, which are within the range of the discount percentage of Relevant Precedent Transactions of KDCR in Singapore and Precedent Property Acquisitions by other REITs in Singapore;

iii. The Agreed KDC SGP 7 and 8 Value and the Lease Extension Consideration represents a discount of approximately 1.64% and 0.25% to the Independent Valuations, which are within the range of the discount percentage of Relevant Precedent Transactions of KDCR in Singapore and Precedent Property Acquisitions by other REITs in Singapore;

iv. The aggregate net property yield of KDC SGP 7 and KDC SGP 8 without the Land Tenure Lease Extension is above the range of the net property yields of KDCR's Existing Portfolio;

v. The aggregate net property yield of KDC SGP 7 and KDC SGP 8 with the Land Tenure Lease Extension is within the range of the net property yields of KDCR's Existing Portfolio;

vi. The aggregate market value of Attributable GFA for KDC SGP 7 and KDC SGP 8 without the Land Tenure Lease Extension is within the range of the market value psf of attributable GFA of KDCR's Singapore Properties;

vii. The aggregate market value of Attributable GFA for KDC SGP 7 and KDC SGP 8 with the Land Tenure Lease Extension is above the range of market value psf of attributable GFA of KDCR's Singapore Properties;

viii. On a pro forma basis, the acquisition will be DPU and NAV accretive;

ix. The fee structure of the KDC SGP 7 and 8 MLA are comparable to the fee structure of KDCR's Singapore Properties;

x. The fee structure of the KDC SGP 7 and 8 FMA are comparable to the fee structure of KDCR's Singapore Properties; and

xi. The fee structure of the KDC SGP 7 and 8 FMA are comparable to the fee structure of KDCR's Singapore Properties and other Singapore properties of comparable companies;

(c) In relation to the Sponsor Subscription and Acquisition Fee Units:

i. The issue price, at a discount of 3.3%, is based on the adjusted VWAP for all trades on the SGX-ST on 18 November 2024, which is within the range of all discounts for the Precedent Placements;

ii. The issue price of New Units to Sponsor will be the same as the issue price of the private placement; and

iii. Process and pricing adopted for the private placement was similar to that of the Precedent Placements, the pricings of which were determined by the issue managers and underwriters, working with the respective REIT managers having regard to the then prevailing market conditions via price discovery through book build involving independent investors.

(d) The rationale for and benefits of the Proposed Entry into New KDC SGP 1 Agreements and New KDC SGP 2 Agreements;

(e) In relation to the Proposed Entry into the New KDC SGP 1 Agreements and New KDC SGP 2 Agreements:

i. Evaluation of the principal terms of the (i) New KDC SGP 1 MLA; (ii) New KDC SGP 1 FMA; (iii) New KDC SGP 2 MLA; and (iv) New KDC SGP 2 FMA;

ii. The fee structure of each of the New KDC SGP 1 MLA and New KDC SGP 2 MLA are comparable to the fee structure of KDCR's Singapore Properties; and

iii. The fee structure of each of the New KDC SGP 1 FMA and New KDC SGP 2 FMA are comparable to the fee structure of KDCR's Singapore Properties and Singapore properties of comparable companies;

Accordingly, after taking into account the above factors and the information made available to us, as well as subject to the assumptions and qualifications set out in this letter, we are of the opinion that the Proposed Transactions are on normal commercial terms and are not prejudicial to the interests of KDCR and its minority Unitholders.

This IFA Letter is prepared pursuant to Rule 921(4)(a) of the Listing Rules, and is addressed to the Independent Directors of the REIT Manager, Audit and Risk Committee of the REIT Manager and the REIT Trustee, in connection with and for the purpose of their consideration of the Proposed Transactions, and the recommendation made by the Relevant Directors to the Unitholders shall remain the responsibility of the Relevant Directors. Neither the REIT Manager, nor the Directors may reproduce, disseminate or quote this IFA Letter (or any part thereof) for any other purpose, except for the Proposed Transactions, at any time and in any manner without the prior written consent of CLSA in each specific case.

This opinion is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours Faithfully,
For and Behalf of
CLSA Singapore Pte Ltd

BOEY Xianjie
Head of Investment Banking

This page has been intentionally left blank.

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.

This page has been intentionally left blank.

PROXY FORM

Keppel DC REIT

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

IMPORTANT:

1. This EGM (as defined below) 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 on Friday, 20 December 2024 at 4.30 p.m. (Singapore time). **There will be no option for unitholders of Keppel DC REIT ("Unitholders") to participate virtually.**
2. Printed copies of the Notice of EGM dated 5 December 2024 (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.
3. This Proxy Form is not valid for use by investors holding units in Keppel DC REIT ("**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. Such investors (including CPF/SRS investors) should refer instead to the instructions set out in the Notice of EGM.
4. **Personal Data Privacy:** By submitting this Proxy Form, a Unitholder accepts and agrees to the personal data terms set out in the Notice of EGM.

EXTRAORDINARY GENERAL MEETING

I/We ____ (Name(s))

____ (NRIC/Passport/UEN(s))

____ (Address)

being a Unitholder/Unitholders of Keppel DC REIT, hereby appoint:

Name	Address	NRIC/ Passport Number	Proportion of Unitholdings	
			No. of Units	%

and/or (delete as appropriate)

Name	Address	NRIC/ Passport Number	Proportion of Unitholdings	
			No. of Units	%

or failing him/her, or if no persons are named above, the Chairman of the Extraordinary General Meeting (the "**Chairman**"), as my/our proxy/proxies to attend, speak and vote on my/our behalf at the Extraordinary General Meeting of Keppel DC REIT ("**EGM**") to 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)** and at any adjournment thereof. I/We direct my/our proxy/proxies to vote or abstain from voting on the resolutions to be proposed at the EGM as indicated hereunder. If no specific direction as to voting is given, the proxy/proxies (other than the Chairman) will vote or abstain from voting at his/her/their discretion, as he/she/they may determine on any other matter arising at the EGM. In the absence of specific directions in respect of a resolution, any appointment of the Chairman as proxy for that resolution will be treated as invalid.

No.	Resolution	For*	Against*	Abstain*
	ORDINARY RESOLUTION			
1.	To approve 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			
2.	To approve the proposed issuance of (i) Sponsor Subscription Units to Keppel DC Investment Holdings Pte. Ltd. pursuant to Rules 805(1), 811(3) and 812(2) of the Listing Manual, and (ii) Acquisition Fee Units to Keppel DC REIT Management Pte. Ltd. (as manager of Keppel DC REIT) pursuant to Rule 805(1) of the Listing Manual			
3.	To approve 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			
4.	To approve 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			

* If you wish to exercise all your votes "For" or "Against" against the relevant Resolution, please mark with an "X" within the relevant box provided. Alternatively, if you wish to exercise your votes for both "For" and "Against" the relevant Resolution, please indicate the number of Units in the boxes provided. If you wish to abstain from voting on a resolution, please mark with an "X" within the relevant box provided. Alternatively, please indicate the number of Units which you wish to abstain from voting in the box provided.

Dated this ____________ day of __________________ 2024

Total number of Units held	

____

Signature(s) of Unitholder(s)/Common Seal of Corporate Unitholder

IMPORTANT: Please read the notes overleaf before completing this Proxy Form

Notes to the Proxy Form:

1. A Unitholder should insert the total number of Units held in the Proxy Form. If the Unitholder has Units entered against his/her name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act 2001 of Singapore and maintained by The Central Depository (Pte) Limited ("**CDP**")), he/she should insert that number of Units. If the Unitholder has Units registered in his/her name in the Register of Unitholders of Keppel DC REIT, he/she should insert that number of Units. If the Unitholder has Units entered against his/her name in the said Depository Register and registered in his/her name in the Register of Unitholders, he/she should insert the aggregate number of Units. If no number is inserted, this Proxy Form will be deemed to relate to all the Units held by the Unitholder.

2. A proxy need not be a Unitholder. A Unitholder can appoint the Chairman of the EGM as his/her/its proxy. 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.

3. The Proxy Form is not valid for use by Investors (including CPF/SRS investors) and shall be ineffective for all intents and purposes if used or purported to be used by them.

   CPF/SRS investors may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case he/she should approach their respective CPF bank or SRS operator 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.

   An Investor (other than CPF/SRS investors) who wishes to vote should instead approach his/her/its relevant intermediary as soon as possible, in order for the necessary arrangements to be made for their participation in the EGM.

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

5. A Unitholder who wishes to submit the Proxy Form must complete and sign the Proxy Form, before submitting it by post to the address provided above, or before scanning and sending it by email to the email address provided above.

6. Completion and return of the Proxy Form shall not preclude a Unitholder from attending and voting at the EGM. Any appointment of a proxy shall be deemed to be revoked if a Unitholder attends the EGM.

7. The Proxy Form shall be in writing, under the hand of the appointor or of his/her attorney duly authorised in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised. The REIT Manager and the REIT Trustee shall have the right to reject a Proxy Form which has not been properly completed. In determining the rights to vote and other matters in respect of a completed Proxy Form submitted to it, the REIT Manager and the REIT Trustee shall have regard to any instructions and/or notes set out in the Proxy Form.

8. Where the Proxy Form is signed on behalf of the appointor by an attorney or a duly authorised officer, the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power of attorney, must (failing previous registration with the REIT Manager) be lodged with the Proxy Form, failing which the Proxy Form may be treated as invalid.

9. The Proxy Form and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as the REIT Manager may in the notice convening the meeting direct, or if no such place is appointed, then at the registered office of the REIT Manager not less than 72 hours before the time appointed for holding the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the person named in the Proxy Form proposes to vote and in default the Proxy Form shall not be treated as valid. No Proxy Form shall be valid after the expiration of 12 months from the date named in it as the date of its execution.

10. Any reference to a time of day is made by reference to Singapore time.

General:

The REIT Manager and the REIT Trustee shall be entitled to reject the Proxy Form if it is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the Proxy Form. In addition, in the case of Units entered in the Depository Register, the REIT Manager may reject any Proxy Form if the Unitholder, being the appointor, is not shown to have Units entered against his/her name in the Depository Register as at 72 hours before the time appointed for holding the EGM, as certified by the CDP to the REIT Manager. Depositors (as defined in Section 81F of the Securities and Futures Act 2001 of Singapore) 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.

KEPPEL DC REIT MANAGEMENT PTE. LTD.
1 HarbourFront Avenue
Level 2 Keppel Bay Tower
Singapore 098632

www.keppeldcreit.com

UEN 199508930C