

Appendix dated 30 March 2023

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If you are in any doubt as to the contents herein or as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

If you have sold all your units in Keppel REIT, you should immediately inform the purchaser or the bank, stockbroker or other agent through whom the sale was effected for onward notification to the purchaser, that this Appendix, together with the Notice of AGM and the Proxy Form may be accessed at Keppel REIT’s website at <https://www.keppelreit.com/investor-relations/agm-and-egm> and SGXNet.



(Constituted in the Republic of Singapore pursuant to a trust deed dated 28 November 2005 (as amended))

MANAGED BY

KEPPEL REIT MANAGEMENT LIMITED

(Company Registration No.: 200411357K)
(as manager of Keppel REIT)

**APPENDIX TO THE NOTICE OF ANNUAL GENERAL MEETING
DATED 30 MARCH 2023**

IN RELATION TO

THE PROPOSED TRUST DEED AMENDMENTS OF KEPPEL REIT

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APPENDIX

1. INTRODUCTION

1.1 Summary

We refer to the proposed Extraordinary Resolution¹ 8 ("**Resolution 8**") under the "Special Business" section of the notice dated 30 March 2023 convening the annual general meeting of Keppel REIT to be held by physical means at Suntec Singapore Convention and Exhibition Centre, Nicoll 1-2, Level 3, 1 Raffles Boulevard, Suntec City, Singapore 039593 on Friday, 21 April 2023 at 10.30 a.m. ("**AGM**").

Keppel REIT Management Limited, as manager of Keppel REIT (the "**Manager**"), is seeking approval from unitholders of Keppel REIT ("**Unitholders**") for the proposed amendment to the trust deed constituting Keppel REIT dated 28 November 2005 (as amended from time to time) (the "**Trust Deed**") in relation to the amendment of:

- (i) the definition of "Distribution Date" in the Trust Deed (the "**Distribution Date Amendment**"); and
- (ii) the Trustee's covenant to exercise reasonable care in ensuring that contracts entered into on behalf of Keppel REIT are legal, valid binding and enforceable by or on behalf of Keppel REIT in accordance with its terms (the "**Trustee Covenant Amendment**"),

(the Distribution Date Amendment and the Trustee Covenant Amendment collectively, the "**Proposed Trust Deed Amendments**").

The Proposed Trust Deed Amendments are set out in **Annex A** of this Appendix. For the avoidance of doubt, all amendments to the Trust Deed pursuant to the Proposed Trust Deed Amendments are set out in **Annex A** of this Appendix.

1.2 This Appendix

The purpose of this Appendix is to provide the Unitholders with information relating to the Proposed Trust Deed Amendments which will be tabled at the AGM.

1.3 Advice to Unitholders

If a Unitholder is in any doubt as to the action he should take, he should consult his stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

1.4 Legal Adviser for the Proposed Trust Deed Amendments

The Manager has engaged Allen & Gledhill LLP as its legal adviser in relation to the Proposed Trust Deed Amendments.

1 "Extraordinary Resolution" means a resolution proposed and passed as such by a majority consisting of 75 per cent. or more of the total number of votes cast for and against such resolution at a meeting of unitholders of Keppel REIT ("**Unitholders**") named in the electronic register of units of Keppel REIT ("**Units**") deposited with The Central Depository (Pte) Limited (the "**Depository**") by the Depository as at 72 hours before the time of such meeting as certified by the Depository to the Manager.

1.5 Singapore Exchange Securities Trading Limited

The SGX-ST assumes no responsibility for the accuracy of any statements or opinions made, or reports contained, in this Appendix.

2. THE PROPOSED TRUST DEED AMENDMENTS

2.1 Distribution Date Amendment

2.1.1 Background

Based on the existing terms of the Trust Deed, with regard to a distribution declared by Keppel REIT, the distribution date for said distribution may only be fixed on a date no later than 60 days after the Distribution Calculation Date (being 30 June and 31 December in each year or such other date or dates as the Manager may in its absolute discretion determine) for the relevant Distribution Period¹ (the “60-Day Deadline”).

The Manager proposes to amend the Trust Deed to allow for the distribution date to be a Business Day² no later than 90 days after Distribution Calculation Date for the relevant Distribution Period.

2.1.2 Rationale for the Distribution Date Amendment

The Distribution Date Amendment is intended to give Unitholders more time to respond and make their relevant tax declarations in respect of any distribution declared by Keppel REIT to which Unitholders are entitled to and to reduce administrative pressures on the Manager.

Under the existing terms of the Trust Deed, the Manager is required to despatch to Unitholders a tax declaration form for Unitholders to declare their tax status so that the Manager and the Trustee may ascertain the relevant amount of taxes to be deducted from a Unitholders’ distribution entitlement. Thereafter, the Manager will have to collate and process such tax declarations received before the declared distribution is made to the Unitholder. This will have to be done within the 60-Day Deadline.

Additionally, greater disclosure requirements pertaining to financial statements have been introduced pursuant to Rule 705(3A) of the Listing Manual, which took effect on 12 February 2021, requiring Keppel REIT’s financial statements to be prepared in accordance with the relevant accounting standards for interim financial reports under the Singapore Financial Reporting Standards (International).

In order to comply with these greater disclosure requirements, the results announcement declaring distributions to Unitholders have been pushed to a later date even as the timing counting towards the 60-Day Deadline has commenced. This gives Unitholders less time to submit their tax declarations to the Manager and for the Manager to process these declarations before the distribution date.

1 “Distribution Period” means the period from and including the day after the immediately preceding Distribution Calculation Date to and including the next occurring Distribution Calculation Date.

2 “Business Day” means any day (other than Saturdays, Sundays and public holidays) on which commercial banks are open for business in the Republic of Singapore or any day on which the SGX-ST is open for trading.

Additionally, the Distribution Date Amendment is in line with the market practice of most Singapore real estate investment trusts.

2.2 Trustee Covenant Amendment

2.2.1 Background

Based on the existing terms of the Trust Deed, the Trustee has provided the covenant that it will exercise reasonable care in ensuring that contracts (such as rental agreements) entered into on behalf of Keppel REIT is legal, valid binding and enforceable by or on behalf of Keppel REIT in accordance with its terms (the “**Existing Trustee Covenant**”).

The Manager proposes to amend the Trust Deed such that the covenant provided by the Trustee only applies to material contracts or as required by applicable law, regulations or guidelines.

2.2.2 Rationale for the Trustee Covenant Amendment

In order to comply with its obligations under the Existing Trustee Covenant, the Trustee would have to obtain legal opinions in respect of all contracts – whether material, in the ordinary course of business or otherwise – entered into by Keppel REIT. The Trustee Covenant Amendment is intended to bring the Trust Deed in line with the obligations imposed upon the Trustee under Paragraph 3.2(b) of Appendix 6 of the Property Funds Appendix. As a result, Keppel REIT will not have to incur additional and unnecessary costs to obtain such legal opinions in circumstances where it may not be required, warranted and/or cost efficient to do so.

Under Paragraph 3.2 of the Property Funds Appendix, a trustee of a property fund shall exercise reasonable care in ensuring, amongst others, that material contracts (such as rental agreements) entered into on behalf of the property fund are legal, valid, binding and enforceable by or on behalf of the property fund in accordance with its terms.

The Property Funds Appendix further defines material contracts to include contracts which constitute 5% or more of the revenue of the property fund or which are not entered into in the ordinary course of business of the REIT.

For the avoidance of doubt, the Trustee Covenant Amendment does not have the effect of absolving the Trustee of responsibility when it comes to contracts that are not deemed material. Instead, as the Trustee continues to be required to exercise all due care and diligence in discharging its functions and duties under the Trust Deed, the Trustee is expected to examine the contracts entered into by Keppel REIT on a case by case basis to determine whether further action (including obtaining legal opinions) is required to ensure that such contracts are legal, valid, binding and enforceable.

2.3 Unitholders’ Approval for the Proposed Trust Deed Amendments

In view of the foregoing, the Manager is seeking the approval of Unitholders for Resolution 8 relating to the Proposed Trust Deed Amendments.

3. INTERESTS OF DIRECTORS AND SUBSTANTIAL UNITHOLDERS

3.1 Interests of Directors

As at 3 March 2023, being the latest practicable date prior to the printing of this Appendix (the “**Latest Practicable Date**”), certain directors of the Manager (“**Directors**”) collectively hold an aggregate direct and indirect interest in 2,033,209 Units, representing 0.054% of the issued Units. Based on the Register of Directors’ Unitholdings maintained by the Manager, the direct and deemed interests and voting rights of the Directors as at the Latest Practicable Date are as follows:

Name of Directors	Direct Interest		Deemed Interest		Total No. of Units held	%(1)	Contingent Awards of Units under the Manager’s Performance Unit Plan ⁽²⁾
	No. of Units	%(1)	No. of Units	%(1)			
Mr Tan Swee Yiow	1,853,456	0.0492	–	–	1,853,456	0.0492	–
Mr Ian Roderick Mackie	45,100	0.0012	–	–	45,100	0.0012	–
Mr Alan Rupert Nisbet	–	–	85,400 ⁽³⁾	0.0023	85,400	0.0023	–
Ms Christina Tan	12,000	0.0003	–	–	12,000	0.0003	–
Mr Mervyn Fong	21,000	0.0006	1,853 ⁽³⁾	n.m. ⁽⁴⁾	22,853	0.0006	–
Mr Yoichiro Hamaoka	14,400	0.0004	–	–	14,400	0.0004	–

Notes:

- (1) The percentage level is calculated based on 3,764,450,769 issued Units as at the Latest Practicable Date.
- (2) Refers to the number of Units which are the subject of contingent awards granted but not released under the Manager’s Performance Unit Plan. Based on the achievement factor, the actual release of awards could range from zero to a maximum of 150.0% under the Manager’s Performance Unit Plan.
- (3) Each of Mr Nisbet and Mr Fong has a deemed interest in Units held by their respective spouses.
- (4) Not meaningful.

3.2 Interests of Substantial Unitholders

Based on the information available to the Manager, the direct and deemed interests and voting rights of the Substantial Unitholders¹ of Keppel REIT 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 Holdings (Private) Limited ⁽²⁾	–	–	1,786,757,183	47.46	1,786,757,183	47.46
Keppel Corporation Limited ⁽³⁾	200	n.m. ⁽⁴⁾	1,747,237,595	46.41	1,747,237,795	46.41
Keppel Land Limited ⁽⁵⁾	–	–	1,476,216,367	39.21	1,476,216,367	39.21
Keppel Land (Singapore) Pte. Ltd. ⁽⁶⁾	–	–	1,476,216,367	39.21	1,476,216,367	39.21
Keppel REIT Investment Pte. Ltd.	1,476,216,367	39.21	–	–	1,476,216,367	39.21
Keppel Capital Holdings Pte. Ltd. ⁽⁷⁾	–	–	271,021,228	7.20	271,021,228	7.20

Notes:

- (1) Percentage interest is based on 3,764,450,769 Units in issue as at the Latest Practicable Date.
- (2) Temasek Holdings (Private) Limited's deemed interest arises from the deemed interest held by Keppel Corporation Limited and other subsidiaries and associated companies of Temasek Holdings (Private) Limited.
- (3) Keppel Corporation Limited's deemed interest arises from its shareholdings in (i) Keppel Capital Investment Holdings Pte. Ltd. and Keppel REIT Management Limited, both of which are wholly-owned subsidiaries of Keppel Corporation Limited held through Keppel Capital Holdings Pte. Ltd. and (ii) Keppel REIT Investment Pte. Ltd., a wholly-owned subsidiary of Keppel Corporation Limited held through Keppel Land (Singapore) Pte. Ltd. and Keppel Land Limited.
- (4) Not meaningful.
- (5) Keppel Land Limited's deemed interest arises from its shareholdings in Keppel REIT Investment Pte. Ltd., a wholly owned subsidiary of Keppel Land (Singapore) Pte. Ltd. which is in turn a subsidiary of Keppel Land Limited.
- (6) Keppel Land (Singapore) Pte. Ltd.'s deemed interest arises from its shareholdings in Keppel REIT Investment Pte. Ltd., a wholly-owned subsidiary of Keppel Land (Singapore) Pte. Ltd..
- (7) Keppel Capital Holdings Pte. Ltd.'s deemed interest arises from its shareholdings in Keppel Capital Investment Holdings Pte. Ltd. and Keppel REIT Management Limited, both of which are wholly-owned subsidiaries of Keppel Capital Holdings Pte. Ltd..

¹ "Substantial Unitholder" means a person with an interest in Units constituting not less than 5.0% of the total number of Units in issue.

4. DIRECTORS' RECOMMENDATION

Having considered the relevant factors, including the rationale for the Proposed Trust Deed Amendments as set out in paragraph 2 of this Appendix, the Directors recommend that Unitholders vote at the AGM in favour of Resolution 8 relating to the Proposed Trust Deed Amendments (as set out in **Annex A** of this Appendix).

5. DIRECTORS' RESPONSIBILITY STATEMENT

- 5.1** The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Appendix and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Appendix constitutes full and true disclosure of all material facts about the Proposed Trust Deed Amendments, Keppel REIT and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Appendix misleading.
- 5.2** Where information in this Appendix 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 Appendix in its proper form and context.

6. DOCUMENT ON DISPLAY

The Trust Deed will be available for inspection during normal business hours at the registered office of the Manager at 1 HarbourFront Avenue, #18-01 Keppel Bay Tower, Singapore 098632 for so long as Keppel REIT is in existence. Unitholders should contact the Manager at investor.relations@keppelreit.com to make a prior appointment for the inspection of the Trust Deed.

IMPORTANT NOTICE

This Appendix does not constitute or form part of an offer, invitation or solicitation of any offer to purchase or subscribe for any securities of Keppel REIT in Singapore or any other jurisdictions. 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 Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested.

Unitholders have no right to request the Manager to repurchase their Units for so long as the Units are listed on the SGX-ST. 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 REIT is not indicative of the future performance of Keppel REIT. Similarly, the past performance of the Manager is not indicative of the future performance of the Manager.

GLOSSARY

%	:	Per centum or Percentage
60-Day Deadline	:	With regard to a distribution declared by Keppel REIT, the distribution date for said distribution may only be fixed on a date no later than 60 days after the Distribution Calculation Date for the relevant Distribution Period
AGM	:	The annual general meeting of Keppel REIT to be held by physical means at Suntec Singapore Convention and Exhibition Centre, Nicoll 1-2, Level 3, 1 Raffles Boulevard, Suntec City, Singapore 039593 on Friday, 21 April 2023 at 10.30 a.m.
Appendix	:	This Appendix dated 30 March 2023
Business Day	:	Any day (other than Saturdays, Sundays and public holidays) on which commercial banks are open for business in the Republic of Singapore or any day on which the SGX-ST is open for trading
Companies Act	:	Companies Act 1967 of Singapore
Depository	:	The Central Depository (Pte) Limited
Directors	:	Directors of the Manager
Distribution Calculation Date	:	30 June and 31 December in each year or such other date or dates as the Manager may in its absolute discretion determine
Distribution Date Amendment	:	The amendment of the definition of "Distribution Date" under the Trust Deed as set out in paragraph 2.1 of this Appendix
Distribution Period	:	The period from and including the day after the immediately preceding Distribution Calculation Date to and including the next occurring Distribution Calculation Date
Existing Trustee Covenant	:	The covenant provided by the Trustee under the existing terms of the Trust Deed that it will exercise reasonable care in ensuring that contracts (such as rental agreements) entered into on behalf of Keppel REIT is legal, valid binding and enforceable by or on behalf of Keppel REIT in accordance with its terms

Extraordinary Resolution	:	A resolution proposed and passed as such by a majority consisting of 75% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders named in the electronic register of Units deposited with Depository by the Depository as at 72 hours before the time of such meeting as certified by the Depository to the Manager
Latest Practicable Date	:	3 March 2023, being the latest practicable date prior to the printing of this Appendix
Listing Manual	:	The Listing Manual of the SGX-ST
Listing Rules	:	The listing rules of the SGX-ST
Manager	:	Keppel REIT Management Limited, as manager of Keppel REIT
Property Funds Appendix	:	Appendix 6 of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore
Proposed Trust Deed Amendments	:	The Distribution Date Amendment and Trustee Covenant Amendment
Resolution 8	:	Extraordinary Resolution 8 under the “Special Business” section of the notice dated 30 March 2023 convening the AGM of Keppel REIT
SGX-ST	:	Singapore Exchange Securities Trading Limited
Special Purpose Vehicle	:	Any entity including all or part of the issued share capital of any corporations or all or part of the units or interests in any entity or business form established or constituted in or outside Singapore if the Manager considers it necessary or desirable to own an entity whose primary purpose is to hold or own Real Estate (as defined under the Trust Deed) or Real Estate Related Assets (as defined under the Trust Deed)
Substantial Unitholder	:	A person with an interest in Units constituting not less than 5.0% of the total number of Units in issue
Trustee	:	HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of Keppel REIT
Trust Deed	:	The trust deed constituting Keppel REIT dated 28 November 2005 (as amended from time to time)

Trustee Covenant Amendment	:	The amendment to the Trustee's covenant to exercise reasonable care in ensuring that contracts entered into on behalf of Keppel REIT are legal, valid binding and enforceable by or on behalf of Keppel REIT in accordance with its terms as set out in paragraph 2.2 of this Appendix
Unit	:	A unit representing an undivided interest in Keppel REIT
Unitholders	:	The registered holders for the time being of a Unit, including person(s) so registered as joint holders, except where the registered holder is the Depository, the term " Unitholder " shall, in relation to Units registered in the name of the Depository, mean, where the context requires, the Depository whose Securities Account with Depository is credited with Units

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 Appendix 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 Appendix shall be a reference to Singapore time unless otherwise stated.

ANNEX A – THE PROPOSED TRUST DEED AMENDMENTS

The proposed form of the amendments to the Trust Deed, subject to Unitholders passing Resolution 8 to approve the Proposed Trust Deed Amendments, is as follows:

Distribution Date Amendment

- that Clause 1.1 of the Trust Deed concerning the definition of “Distribution Date” be amended in accordance with the addition as indicated by the underlined text and deletion indicated by the deleted text below:

“Distribution Date” means a Business Day which is no later than ~~60~~90 days after the Distribution Calculation Date for the relevant Distribution Period;”

Trustee Covenant Amendment

- that clause 22.6 of the Trust Deed be amended in accordance with the addition as indicated by the underlined text below:

“22.6 The Trustee hereby covenants that it will:

...

- (g) exercise reasonable care in ensuring that: (i) the Scheme has proper legal and good marketable titles to the Real Estate assets owned by the Scheme; (ii) the material contracts (such as rental agreements), or such other contracts as may be required by applicable law, regulations or guidelines, entered into on behalf of the Scheme is legal, valid binding and enforceable by or on behalf of the Scheme in accordance with its terms and such material contracts being contracts which constitute 5% or more of the revenue of the Scheme or which are not entered into in the ordinary course of business of the Scheme and in the case of other contracts as may be required by applicable law, regulations or guidelines, such other contracts as may be defined under the applicable law, regulations or guidelines; and (iii) as set out in Clause 17.14 above, that the Manager arranges adequate insurance coverage in relation to the Real Estate; and”