

DIGITAL CORE REIT

(A real estate investment trust constituted on 10 November 2021 under the laws of the Republic of Singapore)

PURE-PLAY DATA CENTRE S-REIT SPONSORED BY LARGEST GLOBAL OWNER, OPERATOR, DEVELOPER AND ACQUIRER OF DATA CENTRES

PROSPECTUS DATED 29 NOVEMBER 2021 (Registered with the Monetary Authority of Singapore on 29 November 2021)

This document is important. 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 adviser.

The offer of units representing undivided interests in Digital Core REIT ("Units") under this Prospectus will be by way of an initial public offering in Singapore (the "IPO"). Application has been made to Singapore Exchange Securities Trading Limited (the "SGX-ST") for permission to list on the Main Board of the SGX-ST, and Digital Core REIT has received a letter of eligibility from the SGX-ST for the listing and quotation of (i) all Units comprised in an international placement of 253,682,000 Units to investors, outside the United States of America (the "U.S." or "United States") (the "Placement Tranche") and an offering of 13,352,000 Units to the public in Singapore (the "Singapore Public Offer", and together with the Placement Tranche, the "Offering"), (ii) the Sponsor Units (as defined herein), (iii) the aggregate of 414,785,000 Units to be subscribed by the Cornerstone Investors (as defined herein) concurrently with but separate from the Offering pursuant to separate subscription agreements entered into by each of the Cornerstone Investors (the "Cornerstone Units"), (iv) the Units to be issued to Digital Core REIT Management Pte. Ltd., as manager of Digital Core REIT (the "Manager") from time to time in full or part payment of the fees payable to the Manager and (v) the Units to be issued to the Property Managers (as defined herein) or the related entities or third party agents it nominates to perform the property management services pursuant to a Property Management Agreement (as defined herein) from time to time in full or part payment of the Property Manager's fees. Such permission will be granted on such date when Digital Core REIT has been admitted to the Official List of the SGX-ST (the "Listing Date"). Acceptance of applications for Units will be conditional upon issue of the Units and upon permission being granted to list the Units. In the event that such permission is not granted or if the Offering is not completed for any other reason, application monies will be returned in full, at each investor's own risk, without interest or any share of revenue or other benefit arising therefrom, and without any right or claim against any of Digital Core REIT, the Manager, Perpetual (Asia) Limited, in its capacity as trustee of Digital Core REIT, Digital Realty Trust, L.P. (the "Sponsor"), BofA Securities (as defined herein), Citigroup Global Markets Singapore Pte. Ltd. and DBS Bank Ltd., as the joint issue managers, global coordinators, bookrunners and underwriters (the "Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters" or the "Joint Issue Managers" or the "Joint Bookrunners"). Digital Core REIT's eligibility to list on the Main Board of the SGX-ST does not indicate the merits of the Offering, Digital Core REIT, the Manager, the Trustee, the Sponsor, the Joint Issue Managers, the Joint Bookrunners or the Units. The SGX-ST assumes no responsibility for the correctness of any of the statements or opinions made or reports contained in this Prospectus. Admission to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Offering, Digital Core REIT, the Manager, the Trustee, the Sponsor, the Joint Issue Managers, the Joint Bookrunners or the Units.

The collective investment scheme offered in this Prospectus is an authorised scheme under the Securities and Futures Act, Chapter 289 of Singapore (the "Securities and Futures Act" or "SFA"). A copy of this Prospectus has been lodged with the Monetary Authority of Singapore (the "Authority" or "MAS") on 22 November 2021. The MAS assumes no responsibility for the contents of the Prospectus. Registration of the Prospectus by the MAS does not imply that the Securities and Futures Act or any other legal or regulatory requirements have been complied with. The MAS has not, in any way, considered the investment merits of the collective investment scheme. This Prospectus will expire on 28 November 2022 (12 months after the date of the registration of this Prospectus).

Nothing in this Prospectus constitutes an offer for securities for sale in the United States or any other jurisdiction where it is unlawful to do so. The Units have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or the securities law of any other jurisdiction and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Units are being offered and sold only outside the United States in offshore transactions as defined in and in reliance on the exemption from registration provided by Regulation S under the Securities Act ("Regulation S").

SPONSOR



DIGITAL REALTY®

JOINT ISSUE MANAGERS, GLOBAL COORDINATORS, BOOKRUNNERS AND UNDERWRITERS

BofA SECURITIES



citi

DBS

CO-MANAGERS

BNP PARIBAS

OCBC Bank

UOB 大華銀行

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PROSPECTUS DATED 29 NOVEMBER 2021

(Registered with the Monetary Authority of Singapore on 29 November 2021)

OFFERING OF

267,034,000 UNITS

(subject to the Over-Allotment Option
(as defined herein))

**OFFERING PRICE:
US\$0.88 PER UNIT**

**SINGAPORE PUBLIC OFFER
SUBSCRIPTION PRICE:
S\$1.21 PER UNIT¹**

**Forecast Year 2022
Distribution Yield**

4.75%²

Total Return of

10.01%³

¹ Based on the exchange rate of US\$1.00 to S\$1.375, as determined by the Manager in consultation with DBS Bank Ltd.

² Based on the Offering Price and the accompanying assumptions in the Prospectus. Such yield will vary accordingly for investors who purchase Units in the secondary market at a market price different from the Offering Price and such yield is not guaranteed.

³ Total return is a measure of investment returns and includes distributions and increase in unit price. For REITs, where distributions are relatively stable over a long term, the annual DPU growth rate is a proxy for the appreciation in unit price, assuming the REIT's trading distribution yield remains unchanged. Total return for a year is defined as the distribution yield for the year plus the DPU growth from this year to the following year.

ABOUT DIGITAL CORE REIT

Digital Core REIT is the only pure-play data centre Singapore REIT ("S-REIT") sponsored by a global best-in-class pure-play listed data centre owner and operator, Digital Realty.

Digital Core REIT is an S-REIT established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy.

Digital Core REIT seeks to create long-term, sustainable value for all stakeholders through ownership and operation of a stabilised and diversified portfolio of mission-critical data centre facilities concentrated in select global markets.

THE ONLY 100% FREEHOLD DATA CENTRE S-REIT

US\$1.4 bn
Appraised Value⁴

10
Institutional
Quality
Data Centres

1.2 mm
NRSF
(as defined herein)

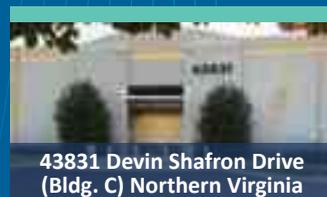
6.2 years
Weighted Average
Lease Expiry⁵

c.2%
Annual Cash Rent
Escalations

100%
Occupancy⁶

HIGH QUALITY PORTFOLIO

10 mission-critical data centres located in **key strategic markets** across the United States and Canada with a **high-quality and growing data centre customer base**



⁴ Based on a 90% interest, the Appraised Valuation of the IPO Portfolio would be US\$1,296.5 million.

⁵ Based on Base Rental Income for the month of June 2021.

⁶ As at 30 June 2021.

⁷ Based on valuation by Cushman & Wakefield of a 100% ownership interest.

⁸ Excludes 11,500 square feet of empty shell space not feasible to build out as data centre capacity.

KEY INVESTMENT HIGHLIGHTS

EXCLUSIVELY FOCUSED ON HIGHLY ATTRACTIVE DATA CENTRE INDUSTRY BENEFITING FROM ROBUST DEMAND DRIVEN BY DIGITAL TRANSFORMATION



Artificial Intelligence



Growth of Online Streaming



Social Media



Cloud Computing



IoT



5G

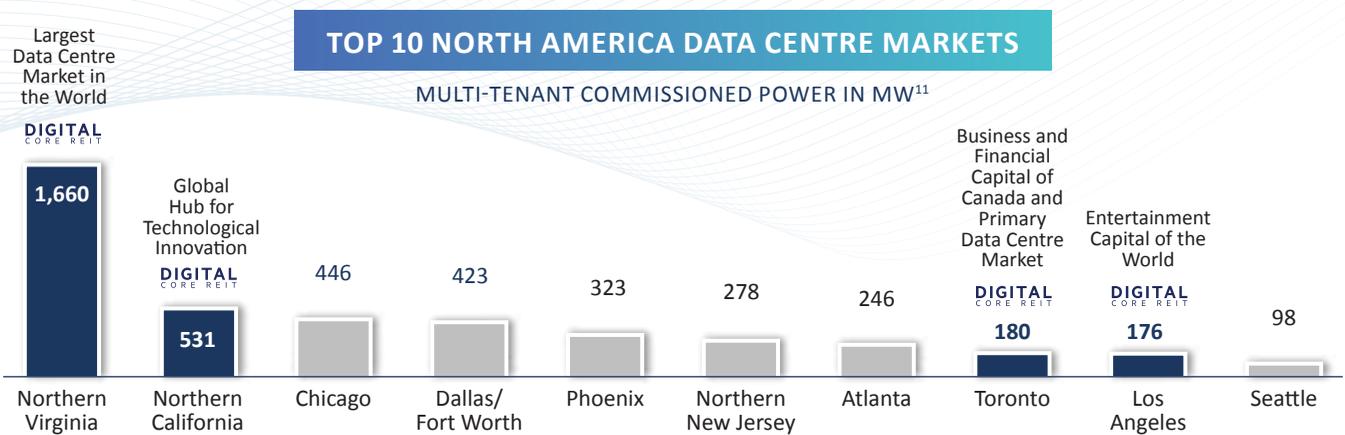


Enterprise Modernization

- » Integration of digital solutions, digital transformation and emerging technology trends accelerated by the COVID-19 pandemic
- » Long-term track record of stabilised portfolio occupancy averaging 99%⁹ and sticky customer base with customer retention rate of 96%⁹

HIGH-QUALITY, MISSION-CRITICAL PORTFOLIO ACROSS TOP DATA CENTRE MARKETS

- » 68.5% of IPO Portfolio¹⁰ focused on hyperscale segment and 70% certified for sustainability



- » IPO Portfolio is fully integrated into Sponsor's global data centre platform, PlatformDIGITAL[®]

SILICON VALLEY
Global Hub for Technological Innovation

- Digital Core REIT Data Centre
- Digital Realty Data Centre

29% Of the World's unicorns created in 1Q21 are based in Silicon Valley

63% Digital Realty Market Share¹² Based on Operational Sq. Ft

140+ Digital Realty Customers Located in Silicon Valley



PlatformDIGITAL[®] is the Sponsor's global data centre platform, enabling customers to efficiently scale their digital business and connect directly (i.e., secure, private connection between customers that does not require the exchange of traffic over the public Internet) to the broad mix of enterprise and service provider participants within a given metropolitan area

NORTHERN VIRGINIA
Largest Data Centre Market in the World

- Digital Core REIT Data Centre
- Digital Realty Data Centre

70% Of the World's Internet Traffic Runs through Northern Virginia

59% Digital Realty Market Share Based on Operational Sq. Ft

180+ Digital Realty Customers Located in Northern Virginia

- » Stable and resilient portfolio with blue-chip customer base including a Fortune 50 software company, a leading global colocation and interconnection provider, a social media platform and IT services companies

⁹ Historical average since 2012. Based on NRSF as of 30 June 2021.

¹⁰ Based on annual base rent as of June 2021.

¹¹ Source datacenterHawk (Q2-2021).

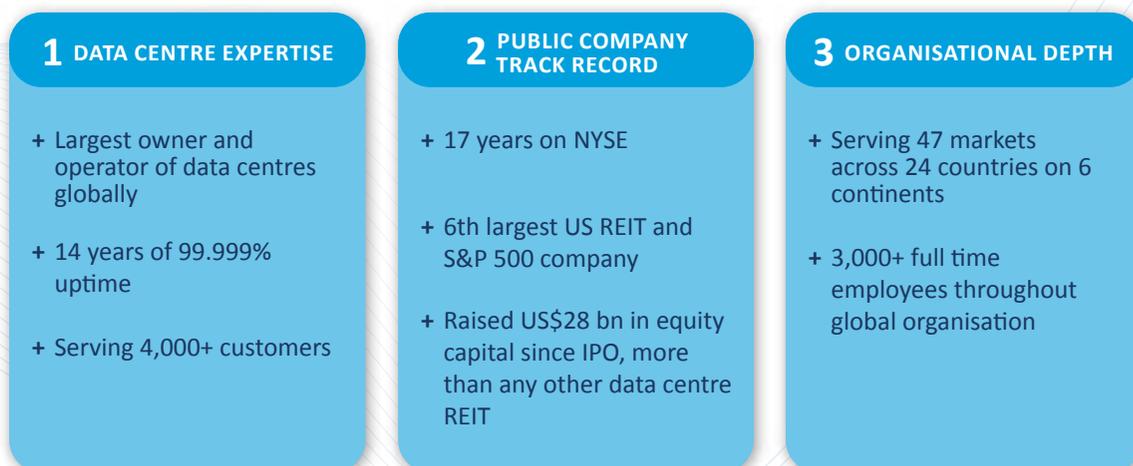
¹² Represents the Northern California Market.

INDUSTRY-LEADING PIPELINE, UNPARALLELED GROWTH OPPORTUNITY VIA GLOBAL ROFR

- » The Sponsor is the largest owner, operator, developer and acquirer of data centres globally, which provides Digital Core REIT with an unparalleled growth opportunity to capitalise on this industry-leading investment pipeline
- » The Sponsor has a potential pipeline of over US\$15 billion comprised of existing and under construction data centres that could fit the Global ROFR (as defined herein) mandate to support Digital Core REIT's growth post-IPO

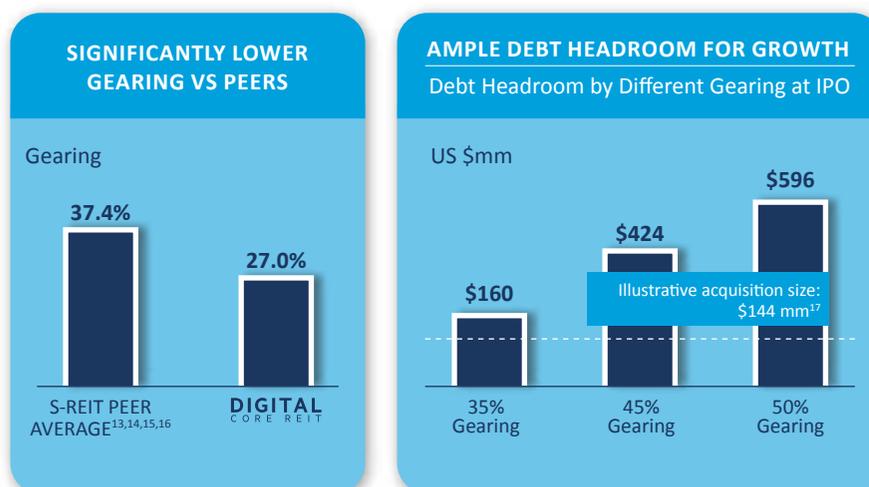
EXCLUSIVE S-REIT VEHICLE OF BEST-IN-CLASS GLOBAL DATA CENTRE SPONSOR

- » Industry-leading Sponsor with unparalleled global data centre and public company expertise, experience and track record



BALANCE SHEET AND INITIAL SCALE POSITIONED FOR SUBSTANTIAL GROWTH

- » Significantly lower gearing with ample debt headroom to fuel potential growth prospects
- » Initial scale of IPO Portfolio is positioned for substantial growth relative to industry leading pipeline



Source: Company data, company filings.

SUPERIOR TOTAL RETURN PROFILE¹⁸

- » 10.01% in total return comprising 4.75% in distribution yield for Forecast Year 2022 ("FY2022") and DPU growth of 5.26% from FY2022 to Projection Year 2023 ("PY2023")

¹³ Simple average of Keppel DC REIT, Mapletree Industrial Trust and Ascendas REIT's latest available gearing.

¹⁴ Mapletree Industrial Trust gearing is based on financials as at 30 September 2021.

¹⁵ Ascendas REIT gearing is based on financials as at 30 September 2021; not inclusive of S\$207.8mil acquisition of the eleven last mile US logistics properties announced on 22 October 2021; not inclusive of issue of HKD950,000,000 2.63%, announced on 1 November 2021.

¹⁶ Keppel DC REIT gearing is based on financials as at 30 September 2021.

¹⁷ Based on average size of the individual assets of the current portfolio.

¹⁸ Total return is a measure of investment returns and includes distributions and increase in unit price. For REITs, where distributions are relatively stable over a long term, the annual DPU growth rate is a proxy for the appreciation in unit price, assuming the REIT's trading distribution yield remains unchanged. Total return for a year is defined as the distribution yield for the year plus the DPU growth from this year to the following year.

INDUSTRY-LEADING SPONSOR WITH A GLOBAL DATA CENTRE PLATFORM

LARGEST OWNER, OPERATOR, DEVELOPER AND ACQUIRER OF DATA CENTRES GLOBALLY

Listed on NYSE
SINCE 2004

6th Largest
PUBLICLY TRADED U.S. REIT

Investment
Grade Ratings
S&P: BBB
MOODY'S: Baa2
FITCH: BBB

US\$44 bn
MARKET
CAPITALISATION

290+
DATA CENTRES

35.8 mm
NRSF

US\$58 bn
ENTERPRISE VALUE

47
METROS ACROSS
6 CONTINENTS

7.6 mm sq ft
UNDER ACTIVE
DEVELOPMENT

PART OF THE
S&P 500 Index
SINCE 2016

>4,000
GLOBAL CUSTOMERS

2.0 mm sq ft
HELD FOR
DEVELOPMENT

as at 30 June 2021

INTERCONNECTION • COLOCATION • SCALE • HYPERSCALE

ESG LEADERSHIP

DIGITAL CORE REIT TO BENEFIT FROM THE SPONSOR'S "BEST-IN-CLASS" ESG LEADERSHIP

ENVIRONMENTAL



Recognised #1 in Real Estate Sector by JUST Capital List: "America's Most JUST Companies 2021"



Awarded 2021 Green Lease Leader for third consecutive year



Named 2021 EPA ENERGY STAR® Partner of the Year for a second consecutive year



Committed to reducing Scope 1 and 2 emissions by 68% and Scope 3 emissions by 24% by 2030

SOCIAL

Published EE0-1 report, providing transparency on the racial and gender composition of the U.S. workforce

Demonstrated senior leadership and employee commitment to Diversity, Equity & Inclusion; signed CEO Action Pledge for diversity, co-chairing Nareit's diversity initiative

Amended corporate governance guidelines to clarify that director candidate pools must include candidates with diversity of race, ethnicity and gender

Led disaster recovery assistance and community reinvestment programs: committed to enhancing the well-being of shareholders, customers, employees, vendors and communities

GOVERNANCE

2021

Formalized ESG oversight under the Nominating & Corporate Governance Committee

2020

Enhanced Board diversity with the addition of three new Directors

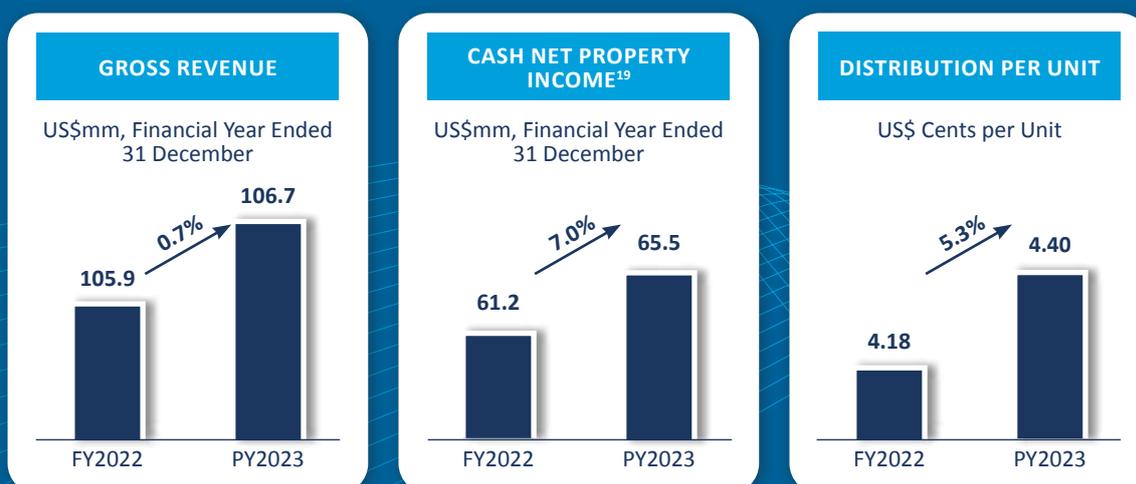
2019
2018

Established proxy access for shareholders and provided shareholders the ability to propose amendments to the bylaws

2015

Instituted minimum stock ownership requirements for directors and management

KEY FINANCIALS



- » Close to 100.0% of existing leases by Base Rental Income for the month of June 2021 and NRSF as of 30 June 2021 have built-in annual rental escalations, generally ranging from 1.0% to 3.0%

KEY STRATEGIES

PROACTIVE ASSET MANAGEMENT AND ASSET ENHANCEMENT STRATEGY

- » To achieve growth in revenue and net property income, maintain occupancy levels and facilitate asset enhancement opportunities

INVESTMENTS AND ACQUISITION GROWTH STRATEGY

- » Portfolio growth through acquisition of quality income-producing properties, in line with investment strategy
- » Endeavour to acquire data centre assets in growth markets that cater to population and infrastructure growth

CAPITAL MANAGEMENT STRATEGY

- » Endeavour to employ appropriate mix of debt and equity in financing acquisitions and adopt financing policies to optimise risk-adjusted returns to Unitholders

INDICATIVE TIMETABLE

Opening date and time for the Public Offer	29 November 2021 9.00 PM
Closing date and time for the Public Offer	2 December 2021 12.00 PM
Commence trading on a "Ready" basis	6 December 2021 2.00 PM

HOW TO APPLY

APPLICATIONS FOR THE PUBLIC OFFER MAY BE MADE THROUGH:

- » ATMs and internet banking websites of DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited, and United Overseas Bank Limited
- » Mobile banking interface of DBS Bank Ltd. and United Overseas Bank Limited
- » Printed WHITE Public Offer Units Application Form which forms part of the Prospectus

¹⁹ Cash net property income is net property income after adjusting for straight-line rental adjustments.

SUMMARY OF THE OFFERING

The Offering

The Manager is making the Offering of 267,034,000 Units for subscription (the “**Offering Units**”). It is currently expected that the issue price of each Unit under the Offering (the “**Offering Price**”) will be US\$0.88 per Unit. The Offering consists of (i) the Placement Tranche and (ii) the Singapore Public Offer.

Over-Allotment and Stabilisation

In connection with the Offering, the Joint Bookrunners have been granted an over-allotment option (the “**Over-Allotment Option**”) by Digital CR Singapore Holding, LLC (a company incorporated in Delaware, and is a wholly-owned subsidiary of the Sponsor), as unit lender (the “**Unit Lender**”) exercisable by Citigroup Global Markets Singapore Pte. Ltd., as stabilising manager (the “**Stabilising Manager**”) (or any of its affiliates or other persons acting on behalf of the Stabilising Manager), in consultation with the other Joint Bookrunners, in full or in part, on one or more occasions, only from the Listing Date but no later than the earlier of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) has bought, on the SGX-ST, an aggregate of 53,406,000 Units, representing approximately 20.0% of the total number of Units in the Offering, to undertake stabilising actions to purchase up to an aggregate of 53,406,000 Units (representing approximately 20.0% of the total number of Units in the Offering), at the Offering Price. The exercise of the Over-Allotment Option will not increase the total number of Units outstanding.

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the other Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels that might not otherwise prevail in the open market to conduct any such stabilising transaction. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations.

Sponsor Units

As at the date of this Prospectus, there is one Unit in issue (the “**Initial Unit**”) held by Digital CR Singapore Holding, LLC. Concurrently with, but separate from the Offering, Digital CR Singapore Holding, LLC has entered into a subscription agreement to subscribe for 428,806,000 Units at the Offering Price (the “**Sponsor Subscription Units**”, together with the Initial Unit, the “**Sponsor Units**”) conditional upon the underwriting agreement entered into between the Joint Bookrunners, the Manager, the Unit Lender and the Sponsor on 29 November 2021 (the “**Underwriting Agreement**”), having been entered into, and not having been terminated, pursuant to its terms on or prior to the date and time on which the Units are issued as settlement under the Offering (the “**Settlement Date**”).

Cornerstone Units

Concurrently with, but separate from the Offering, each of AEW Asia Pte. Ltd., Affin Hwang Asset Management Berhad, AIA Investment Management Private Limited, AMP Capital Investors Limited, B&I Capital AG, Blackrock, Inc., Cohen & Steers Asia Limited, DBS Bank Ltd., DBS Bank Ltd. (on behalf of certain wealth management clients), DWS Investments Australia Limited, Eastspring Investments (Singapore) Limited, FIL Investment Management (Hong Kong) Limited, Fullerton Fund Management Company Ltd, Ghisallo Master Fund LP, Jane Street Financial

Limited, JPMorgan Asset Management (UK) Limited (for and on behalf of its clients), Kasikorn Asset Management Co., Ltd., Lion Global Investors Limited, Nikko Asset Management Asia Limited, Principal Global Investors (Singapore) Limited, Resolution Capital Limited, Schonfeld IR Master Fund Pte. Ltd. and Schonfeld Global Master Fund LP, Stichting Depository APG Tactical Real Estate Pool, As Depository Of APG Tactical Real Estate Pool, The Segantii Asia-Pacific Equity Multi-Strategy Fund, TMB Asset Management Company Limited and Value Partners Hong Kong Limited (collectively, the “**Cornerstone Investors**”) has entered into a separate subscription agreement to subscribe for the Cornerstone Units at the Offering Price conditional upon Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to Settlement Date.

Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters

BofA Securities, Citigroup Global Markets Singapore Pte. Ltd. and DBS Bank Ltd. are the Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters. The Offering is fully underwritten at the Offering Price by the Joint Bookrunners on the terms and subject to the conditions of the Underwriting Agreement.

Application for Units under the Singapore Public Offer

Investors applying for Units by way of the printed application forms to be used for the purpose of the Offering and which forms part of the Prospectus (the “**Application Forms**”) or Electronic Applications (both as referred to in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore”) in the Singapore Public Offer will have to pay S\$1.21 per Unit (such amount being US\$0.88 based on the exchange rate of US\$1.00 to S\$1.375, as determined by the Manager in consultation with DBS Bank Ltd.) on application, subject to a refund of the full amount or, as the case may be, the balance of the application monies (in each case without interest or any share of revenue or other benefit arising therefrom), where (i) an application is rejected or accepted in part only, or (ii) if the Offering does not proceed for any reason.

Investors should take note that trading in the Units on a “ready” basis is expected to commence on or about 2.00 p.m. on 6 December 2021.

See section “Risk Factors” commencing on page 57 of this Prospectus for a discussion of risk factors to be considered in connection with an investment in the Units. None of the Manager, the Trustee, the Sponsor, the Joint Issue Managers or the Joint Bookrunners guarantees the performance of Digital Core REIT, the repayment of capital or the payment of a particular return on the Units.

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NOTICE TO INVESTORS

No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of Digital Core REIT, the Manager, the Trustee, the Joint Issue Managers or the Sponsor. If anyone provides you with different or inconsistent information, you should not rely upon it. The delivery of this Prospectus or any offer, subscription, sale or transfer made pursuant to this Prospectus shall not under any circumstances imply that the information in this Prospectus is correct or constitute a representation that there has been no change or development reasonably likely to involve a material adverse change in the business affairs, conditions and prospects of Digital Core REIT, the Manager, the Trustee, the Units or the Sponsor subsequent to the date of this Prospectus. Where such changes occur and are material or required to be disclosed by law, the SGX-ST and/or any other regulatory or supervisory body or agency, or if the Manager otherwise determines, the Manager will make an announcement of the same to the SGX-ST and, if required, lodge and issue an amendment to this Prospectus or a supplementary document or replacement document pursuant to Section 296 or, as the case may be, Section 298 of the Securities and Futures Act and take immediate steps to comply with the said Sections. You should take notice of such announcements and documents and upon release of such announcements and documents and you shall be deemed to have notice of such changes.

In connection with Section 309B of the Securities and Futures Act and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined the classification of the Units as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04- N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

None of Digital Core REIT, the Manager, the Trustee, the Joint Issue Managers and the Sponsor or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers is making any representation or undertaking to any purchaser or subscriber of Units regarding the legality of an investment by such purchaser or subscriber under appropriate legal, investment or similar laws. In addition, you should not construe the contents of this Prospectus as legal, business, financial or tax advice. You should be aware that you may be required to bear the financial risks of an investment in the Units for an indefinite period of time. You should consult your professional advisers as to the legal, tax, business, financial and related aspects of an investment in the Units.

Copies of this Prospectus and the Application Forms may be obtained on request, subject to availability, during office hours, from:

BofA Securities

50 Collyer Quay
#14-01
OUE Bayfront
Singapore 049321

**Citigroup Global Markets
Singapore Pte. Ltd.**

8 Marina View
#21-00
Asia Square Tower 1
Singapore 018960

DBS Bank Ltd.

12 Marina Boulevard Level 46
DBS Asia Central @ Marina Bay
Financial Centre Tower 3
Singapore 018982

A copy of this Prospectus is also available on the SGX-ST website: <http://www.sgx.com>.

The distribution of this Prospectus and the offering, subscription, purchase, sale or transfer of the Units in certain jurisdictions may be restricted by law. Digital Core REIT, the Manager, the Trustee, the Joint Issue Managers and the Sponsor require persons into whose possession this Prospectus comes to inform themselves about and to observe any such restrictions at their own expense and without liability to Digital Core REIT, the Manager, the Trustee, the Joint Issue Managers and the Sponsor. This Prospectus does not constitute, and the Manager, the Trustee, the Joint Issue Managers and the Sponsor are not making, an offer of, or an invitation to subscribe for or purchase, any of the Units in any jurisdiction in which such offer or invitation would be unlawful. You shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur.

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the other Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels that might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. (See “Plan of Distribution – Over-Allotment and Stabilisation” for further details.)

IMPORTANT NOTICE REGARDING THE OWNERSHIP OF UNITS

Restriction on ownership of Units in excess of 9.8% of the outstanding Units

Unitholders of Digital Core REIT (“**Unitholders**”) and all other persons are prohibited from directly or indirectly owning in excess of 9.8% of the outstanding Units (the “**Unit Ownership Limit**”), subject to any increase or waiver pursuant to the terms of the Trust Deed (as defined herein) and on the recommendation of the Manager¹. This prohibition is intended to preserve the U.S. REIT status of the Parent U.S. REIT (as defined herein) and facilitate the availability of the Portfolio Interest Exemption (as defined herein). The Trust Deed provides that Units held directly or indirectly by any person in excess of the Unit Ownership Limit will be automatically forfeited and held by the Trustee (“**Automatic Forfeiture**”). While forfeited Units are held by the Trustee, all rights attributable to those Units, such as the right to vote and the right to receive distributions, will be held by the Trustee; the Unitholder from whom the Units are forfeited shall have no right to vote or receive distributions arising from such Units. The Trustee (on the recommendation of the Manager) will have the right and power to dispose of Units subject to Automatic Forfeiture, and upon such disposal, the Unitholder from whom the Units are forfeited will receive the proceeds (net of any commissions and expenses) from the disposition, but not in excess of (a) the price paid by such Unitholder for the forfeited Units or (b) if such Unitholder did not give value for the forfeited Units in connection with the event causing the Units to be forfeited (e.g., in the case of a gift, a non-pro rata Unit buy-back, a non-pro rata Unit consolidation or other corporate action where no acquisition or transfer of Units by a Unitholder takes place but has the result of increasing a Unitholder’s proportionate unitholdings), the market price of the Units on the day of the event causing the Automatic Forfeiture, in each case less certain distributions received by the Unitholder; any excess shall be donated by the Trustee to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager. If, prior to the discovery by the Trustee that Units are subject to Automatic Forfeiture, such Units are sold by the Unitholder, then such Units shall be deemed to have been sold on behalf of the Trustee and to the extent that such Unitholder received an amount in excess of the amount which it would otherwise have been entitled to, such excess shall be paid to the Trustee upon demand to be donated to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager.

For the avoidance of doubt, the Automatic Forfeiture is effective automatically, whether or not the Trustee or the Manager is aware of the change in ownership or aware of the fact that the Unit Ownership Limit has been breached and without any requirement for notice by the Trustee or the Manager. Unitholders are advised to manage their interests in the Units so as not to breach the Unit Ownership Limit and trigger the Automatic Forfeiture.

The Trustee, acting on the recommendation of the Manager, will also have the right and power to grant either retroactive or prospective waivers from Automatic Forfeiture. A retroactive waiver will render any Automatic Forfeiture void and will restore, as far as possible, the Unitholder whose Units were forfeited to a position that it would have been in had there been no Automatic Forfeiture. Before a waiver is granted, the Trustee and the Manager must be satisfied (and in this respect the Trustee may act on the recommendation and rely on information provided by the Manager) that ownership of such Units will not cause any subsidiary of Digital Core REIT to fail to qualify as a real estate investment trust (“**REIT**”) for U.S. federal income tax purposes (a “**U.S. REIT**”) where such subsidiary would otherwise qualify. In this regard, a potential investor seeking a prospective waiver may be required to provide (i) additional representations, undertakings, a

¹ The determination of the Units held by a person for purposes of the Unit Ownership Limit is computed pursuant to the rules of the United States Internal Revenue Code of 1986, as amended (the “**U.S. Tax Code**”), which includes rules relating to beneficial ownership (through the application of Section 544 of the U.S. Tax Code, as modified by Section 856(h) of the U.S. Tax Code, and as defined therein) (“**Beneficial Ownership**”) and constructive ownership (through the application of Section 318(a) of the U.S. Tax Code, as modified by Section 856(d)(5) of the U.S. Tax Code, and as defined therein) (“**Constructive Ownership**”), which could be different from interests in Units as determined pursuant to the SFA.

United States Internal Revenue Service (“**IRS**”) ruling and/or legal opinion to satisfy the Trustee and the Manager that the U.S. REIT will continue to maintain its qualification as a U.S. REIT despite the potential investor’s proposed ownership and (ii) an acknowledgement and consent to the loss of the exemption from U.S. tax for certain “portfolio interest” under the U.S. Tax Code (the “**Portfolio Interest Exemption**”). The Trustee (on the recommendation of the Manager) will exercise its discretion to grant waivers except to the extent that the proposed ownership would in fact impact the U.S. REIT’s qualification as a U.S. REIT. The Trustee, acting on the recommendation of the Manager, may also increase the Unit Ownership Limit for a Unitholder (including on a retroactive basis to remediate an Automatic Forfeiture) where such an increase would not adversely affect the U.S. REIT’s qualification as a U.S. REIT. The Trustee shall not be required to give any reason for, and shall not under any circumstance be liable to or be responsible for any losses incurred by, any person as a result of, any decision, declaration or action taken or made in this regard. (See “The Formation and Structure of Digital Core REIT – Restriction on Ownership of the Units” and “Taxation” for further details.)

The Trustee shall grant a waiver from Automatic Forfeiture upon application by an Exempted Offeror¹, without any recommendation from the Manager or any representations and undertakings being required, upon application for waiver from an Exempted Offeror.

Digital CR Singapore Holding, LLC, a wholly owned subsidiary of the Sponsor, will, together with the Manager, own a 39% interest in Digital Core REIT (assuming the Over-Allotment Option is not exercised). (See “Ownership of the Units – Principal Unitholders of Digital Core REIT and their Unitholdings” for further details.) The Trustee (on the recommendation of the Manager) has granted Digital CR Singapore Holding, LLC and other Digital Group Members (as defined herein) a waiver from the Automatic Forfeiture for them to hold up to a 45% interest in Digital Core REIT on the basis that (i) the Trustee has received representations from Digital CR Singapore Holding, LLC reasonably necessary to ascertain that its ownership of such Units will not now or in the future jeopardise the ability of any of Digital Core REIT’s subsidiaries to qualify as a U.S. REIT; and (ii) as advised by the Independent U.S. Tax Adviser, such waiver will not affect the Parent U.S. REIT’s qualification as a U.S. REIT, based on certain representations provided by Digital CR Singapore Holding, LLC, including that Digital Realty Trust, Inc. indirectly holds approximately 98% of Digital CR Singapore Holding, LLC, and Digital Realty Trust, Inc. is a Maryland corporation that qualifies as a U.S. REIT for U.S. federal income tax purposes, among others. The Automatic Forfeiture provision, in part, protects the Parent U.S. REIT from being closely held (a U.S. REIT cannot be held more than 50% by five or fewer individuals) (the “**Closely Held Rule**”). The waiver is appropriate in light of representations from Digital CR Singapore Holding, LLC, including that Digital Realty Trust, Inc. (the owner of approximately 98% of the indirect interests in Digital CR Singapore Holding, LLC) is organised and operates in a manner intended to enable it to qualify as a U.S. REIT that is not closely held and thus is compliant with the U.S. REIT rules with respect to diversity of ownership. In this regard, Digital Realty Trust, Inc.’s charter prohibits any person or group of persons from acquiring, directly or indirectly, beneficial or constructive ownership of more than 9.8% of its aggregate outstanding shares unless exempted by Digital Realty Trust, Inc.’s board of directors. Digital Realty Trust, Inc.’s board of directors may waive this ownership limit with respect to a particular person if Digital Realty Trust, Inc.’s board receives evidence that ownership in excess of the limit will not jeopardise its U.S. REIT status. Any attempted transfer of Digital Realty Trust, Inc.’s shares that, if effective, would result in a violation of Digital Realty Trust, Inc.’s ownership limit will be null and void and will cause the number of shares causing the violation to be automatically transferred to a trust for the exclusive benefit of one or more

¹ An “**Exempted Offeror**” means an offeror for the purposes of Take-Over Code, who has (i) made a general offer in accordance with the Take-over Code for all the Units in Digital Core REIT which it does not own, control or agreed to be acquired by it and its concert parties (as such term is used in the Take-over Code), (ii) received acceptances of the offeror’s general offer which exceeded the threshold required under section 295A of the SFA, such that it acquires the right to compulsorily acquire Units from those Unitholders who have not accepted the offeror’s general offer as at the closing date of such offer, and (iii) exercised or publicly announced that it undertakes to exercise its rights to acquire the Units of such dissenting Unitholders.

charitable beneficiaries. For the avoidance of doubt, because Digital CR Singapore Holding, LLC and the Sponsor are U.S. entities, the Portfolio Interest Exemption is not relevant to them, and, in any case, any potential loss of the Portfolio Interest Exemption for Digital CR Singapore Holding, LLC has no impact on other Unitholders, as this relates to distributions solely to Digital CR Singapore Holding, LLC and not the other Unitholders. In addition, the increase in the unitholding of Digital CR Singapore Holding, LLC would not affect the unitholding level which other Unitholders can hold (i.e., there is no reduction of the Unit Ownership Limit). Accordingly, for the reasons set out in the foregoing, there are no negative implications to Digital Core REIT or the Parent U.S. REIT arising from Digital CR Singapore Holding, LLC's and the Manager's 39% interest in Digital Core REIT (assuming the Over-Allotment Option is not exercised), which is above the Unit Ownership Limit, and the potential loss of the Portfolio Interest Exemption for Digital CR Singapore Holding, LLC.¹ Regardless of Digital Realty Trust, Inc.'s qualification as a U.S. REIT, the Unit Ownership Limit waiver of Digital CR Singapore Holding, LLC contains, among others, a representation that there is no individual (including after application of the attribution rules) owning a direct or indirect interest of more than 9.8% in Digital CR Singapore Holding, LLC.²

In order for the Unit Ownership Limit waiver to remain effective, these representations must remain true. In the event they are no longer true, the Automatic Forfeiture provisions will automatically and retroactively protect the U.S. REIT status of the Parent U.S. REIT. Any increase in the Unit Ownership Limit of Digital CR Singapore Holding, LLC will be subject to a re-assessment of the waiver by the Trustee. The basis of any such waiver would be on the same or similar representations regarding ownerships as discussed herein and would likely be granted as long as there would not be any negative U.S. federal income tax consequences to Digital Core REIT or the Parent U.S. REIT's qualification as a U.S. REIT. Such an increased waiver, the basis of such waiver and any U.S. federal income tax consequences to Digital Core REIT or the Parent U.S. REIT's qualification as a U.S. REIT would be announced by the Manager.

Similar Unit Ownership Limit waivers would be granted to other Unitholders seeking a waiver on the same basis, and with the same automatic and retroactive protections, provided that the Trustee and the Manager are satisfied that ownership of the Units will not cause any subsidiary of Digital Core REIT to fail to qualify as a U.S. REIT where such subsidiary would otherwise qualify.

1 As advised by the Independent U.S. Tax Adviser, based on certain representations provided by Digital CR Singapore Holding, LLC, including that, (i) the Sponsor is approximately 98% owned by Digital Realty Trust, Inc., which is a U.S. REIT that is subject to a 9.8% ownership limitation, and (ii) no person Beneficially Owns or Constructively Owns more than 9.8% of Digital Realty Trust, Inc., among others, no person could Beneficially Own or Constructively Own, solely as a result of the Sponsor's ownership of up to a 45% interest in Digital Core REIT, more than 9.8% of the Parent U.S. REIT. It is possible that a person could Beneficially Own or Constructively Own more than 9.8% of the Parent U.S. REIT as a result of such person's direct or indirect ownership of both Digital Realty Trust, Inc. and Digital Core REIT, even if such ownership is below the 9.8% ownership limits applicable to Digital Realty Trust, Inc. and Digital Core REIT. For example, if a person owns 5% of Digital Realty Trust, Inc. and 9% of Digital Core REIT, and assuming that Digital Realty Trust, Inc. owns 98% of the Sponsor and the Sponsor owns 45% of Digital Core REIT, such person could indirectly own approximately 11.2% (i.e., $(5\% \times 98\% \times 45\%) + 9\%$) of Digital Core REIT and, therefore, Parent U.S. REIT. (Note, this is a potential issue regardless of the size of the Sponsor's interest in Digital Core REIT.) However, pursuant to the Trust Deed, such person would be required to obtain a waiver from the Unit Ownership Limit applicable to Digital Core REIT. As described above, before any such waiver is granted, the Trustee and the Manager must be satisfied that such waiver would not cause the Parent U.S. REIT to fail to qualify as a U.S. REIT. Without such waiver, a violation of the Unit Ownership Limit would be subject to the Automatic Forfeiture provisions in the Trust Deed. Based on the foregoing, the Independent U.S. Tax Adviser believes that the Sponsor's ownership of up to a 45% interest in Digital Core REIT will not have adverse implications on the Parent U.S. REIT's U.S. REIT status.

2 The Closely Held Rule looks to direct or indirect ownership, taking into account certain ownership attribution rules, by individuals (i.e., natural persons). The U.S. Tax Code provides that, for this purpose, the term "individual" also includes a supplemental unemployment compensation benefit plan, a private foundation or a portion of a trust permanently set aside or used exclusively for charitable purposes, but generally does not include a qualified pension plan or profit sharing trust. Neither the Sponsor nor Digital Realty Trust, Inc. would be considered an "individual" for this purpose. Accordingly, the Sponsor and Digital Realty Trust, Inc. will be disregarded and only the ultimate beneficial owners of the Parent U.S. REIT who are individuals or certain types of entities will be treated as owners for purposes of the test.

The Manager and the Trustee propose to adopt the following procedures to monitor compliance with the Unit Ownership Limit:

- **Identification of Substantial Unitholders:** The Manager and the Trustee intend to rely on the existing disclosure regime under the SFA to identify Unitholders who may be at risk of exceeding the Unit Ownership Limit. Pursuant to Section 137U of the SFA, any Unitholder:
 - (i) that becomes or ceases to become a Substantial Unitholder (as defined herein) of Digital Core REIT; or
 - (ii) that is a Substantial Unitholder, and is made aware of a change in the percentage level of its interest or interests in Digital Core REIT,

is under a duty to notify Digital Core REIT of the nature and extent of its interest in Digital Core REIT. Further, pursuant to Section 137X of the SFA, the Trustee has the power, *inter alia*, to require a Unitholder to specify whether it holds the Units as a beneficial owner or trustee and to indicate, as far as it can, the persons for whom it holds the interest and the nature of their interest.

- **Notice to Substantial Unitholders:** A notice will be sent to a Substantial Unitholder who has notified Digital Core REIT pursuant to the SFA disclosure regime informing the Substantial Unitholder of the Unit Ownership Limit and the consequences of exceeding the Unit Ownership Limit and may request additional information regarding such Substantial Unitholder's indirect ownership of Units. Substantial Unitholders are advised to manage their interests in the Units so as not to breach the Unit Ownership Limit and trigger the Automatic Forfeiture. On a monthly basis, the Manager also intends to review Digital Core REIT's Register of Holders and Depository Register to identify any Unitholders whose Units have been subject to Automatic Forfeiture and send the Notice of Automatic Forfeiture to such Unitholder(s) within five business days. Where the aggregate holdings of a depository agent approaches 9.8% of the outstanding Units, the Manager intends to send a request to the depository agent to (a) provide details of the holdings of its beneficial owners and (b) notify the Manager if any of its beneficial owners holds an interest in more than 9.8% of the outstanding Units. Any person who acquires or attempts or intends to acquire direct or indirect ownership of Units that will or may violate the Unit Ownership Limit must give immediate written notice to the Manager at least 15 days prior to a proposed or intended acquisition or, if later, immediately after becoming aware of the acquisition or proposed acquisition. Such person may be requested to provide such other information as may be requested by the Manager in order to determine the effect of such acquisition or proposed acquisition on the qualification of any of the U.S. REITs.
- **Notice of Automatic Forfeiture:** In the event that a Unitholder's direct or indirect ownership of Units exceeds the Unit Ownership Limit and where the Trustee (on the recommendation of the Manager) declines to grant a retroactive waiver from Automatic Forfeiture in accordance with the Trust Deed, a notice will be sent to the Unitholder informing it of the Automatic Forfeiture and that instructions will be sent to The Central Depository (Pte) Limited ("CDP") for the forfeited Units to be transferred.
- **CDP Transfer Instruction:** Following the issuance of the Notice of Automatic Forfeiture, the Trustee (on the recommendation of the Manager) will provide written instruction to CDP to transfer the Units subject to Automatic Forfeiture to a holding account controlled by the Trustee and CDP shall act on the Trustee's instructions. The Trustee (on the recommendation of the Manager) will appoint a broker-dealer who will arrange for the Units subject to Automatic Forfeiture to be sold on-market.
- **Remittance of Proceeds:** Upon disposal of Units subject to Automatic Forfeiture, the Trustee will, through CDP, remit the proceeds (if any) from such Disposal to the Unitholder from whom the disposed Units were forfeited.

In relation to the foregoing, the Trustee shall:

- (a) indemnify CDP and hold CDP harmless against all claims, demands, losses and liabilities, for which CDP may become liable, arising out of or in connection with CDP accepting or acting on any instructions from the Trustee for the sale of the Units subject to Automatic Forfeiture; and
- (b) further agree that CDP shall not be liable for any claims, demands, losses and liabilities, including loss of profits, goodwill or any type of special, indirect or consequential loss or damages, for which the Trustee or Digital Core REIT may become liable, arising out of or in connection with CDP accepting or acting on a CDP Transfer Instruction,

provided that such losses had not arisen or been caused by CDP's negligence or wilful misconduct.

For the avoidance of doubt, provided that reasonably satisfactory evidence has been provided to CDP upon its request for additional information for clarification (if any), CDP shall have no obligation to verify that the depositors in a CDP Transfer Instruction are in breach of the Unit Ownership Limit, prior to the transfer of the Units subject to Automatic Forfeiture pursuant to a CDP Transfer Instruction.

Note that the above procedures which make use of the determination of interests pursuant to the SFA disclosure regime will be used by the Manager and the Trustee to monitor compliance with the Unit Ownership Limit only, but the Unit Ownership Limit is computed pursuant to the rules of the U.S. Tax Code which includes rules relating to Beneficial Ownership and Constructive Ownership, which could be different from interests in Units as determined pursuant to the SFA.

The Manager and Trustee are of the view that no Unitholder would suffer any prejudice in connection with the Automatic Forfeiture and subsequent disposal of the Units subject to Automatic Forfeiture as such Unitholder will be entitled to receive the proceeds (net of any commissions and expenses) from the disposition, but not in excess of (a) the price paid by such Unitholder for the forfeited Units or (b) if such Unitholder did not give value for the forfeited Units in connection with the event causing the Units to be forfeited (e.g. in the case of a gift, a non-pro rata Unit buy-back, a non-pro rata Unit consolidation or other corporate action where no acquisition or transfer of Units by a Unitholder takes place but has the result of increasing a Unitholder's proportionate unitholdings), the market price of the Units on the day of the event causing the Automatic Forfeiture, in each case less certain distributions received by the Unitholder.

Distributions will be reduced if Unitholder does not submit required U.S. Tax Forms establishing exemption from U.S. source interest

You must comply with certain documentation requirements in order to be exempted from withholding tax on U.S. source interest under the U.S. Tax Code, including under the United States Foreign Account Tax Compliance Act ("**FATCA**"). Specifically, you must establish your (i) status for FATCA purposes by providing an applicable IRS Form W-8 and/or such other certification or other information related to FATCA to establish exemption from withholding under FATCA that is requested from time to time and (ii) your eligibility for the Portfolio Interest Exemption by providing an applicable IRS Form W-8 and a U.S. Tax Compliance Certificate in the form set forth in Appendix I and/or such other information related to such exemption that is requested from time to time. You must also provide updates of any changes to your status for FATCA and the Portfolio Interest Exemption purposes including information relating to your name, address, citizenship, personal identification number or tax identification number, tax residencies, and tax status. Such information may be disclosed or reported to the IRS, the Inland Revenue Authority of Singapore ("**IRAS**") or other applicable tax or regulatory authorities for the purpose of compliance with FATCA and the Portfolio Interest Exemption. If you fail to provide or to update relevant information necessary for compliance with U.S. tax withholding requirements, including exemption from

FATCA withholding and the Portfolio Interest Exemption, or provide inaccurate, incomplete or false information, amounts payable by Digital Core REIT to you may be subject to deduction or withholding in accordance with U.S. tax law and any intergovernmental agreements.

As an illustration, if Digital Core REIT were to declare a distribution of 4.18 U.S. cents per Unit for the period from 1 January 2022 to 31 December 2022 (“**Forecast Year 2022**”) and a distribution of 4.40 U.S. cents per Unit for the year from 1 January 2023 to 31 December 2023 (“**Projection Year 2023**”), and assuming that such hypothetical distributions were attributed solely to interest paid by Parent U.S. REIT to Singapore Sub 2, the net amount you would receive from such hypothetical distributions would vary depending on whether the required documentation or information is duly completed and received by Digital Core REIT as follows:

No.	Documentation/Other Information	Distribution Paid
1	Duly completed, demonstrates eligibility for the Portfolio Interest Exemption, establishes FATCA status, and received by the Manager	4.18 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Forecast Year 2022, and 4.40 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Projection Year 2023
2	Failure to provide documentation or other information to the Manager or information provided to the Manager is inaccurate, incomplete or false	2.93 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Forecast Year 2022, and 3.08 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Projection Year 2023

Notice to Potential Unitholders Subject to U.S. Taxation

An investment in Units may not be suitable for U.S. persons, persons for which such investment would be effectively connected with a U.S. trade or business (or a permanent establishment under an applicable tax treaty), or persons that would otherwise be subject to U.S. taxation on their investment in Units. Such persons should consult their tax advisers before investing in the Units.

Personal Data Protection Act

For the purposes of the Personal Data Protection Act 2012 of Singapore (“**PDPA**”), you consent and acknowledge that all Personal Data (as defined in the PDPA) provided by you to the Manager, the Trustee, Digital Core REIT, the Joint Issue Managers or any of their respective agents, may be collected, used, disclosed or otherwise processed in order for the Manager, the Trustee, Digital Core REIT, the Joint Issue Managers or any of their respective agents, to carry out their respective duties and obligations in relation to any investment by the Unitholder into Digital Core REIT, for each of the purposes as set out in this section or as may be permitted under the PDPA.

Where any Personal Data relating to any third-party individuals has been provided by you to the Manager, the Trustee, Digital Core REIT, the Joint Issue Managers or any of their respective agents, you warrant and represent that you have:

- (a) informed such individuals that Personal Data relating to them has been or will be disclosed to the Manager, the Trustee, Digital Core REIT, the Joint Issue Managers or any of their respective agents;
- (b) informed such individuals that their Personal Data will be collected, held, used, disclosed, transferred or otherwise processed by the Manager, the Trustee, Digital Core REIT, the Joint Issue Managers or any of their respective agents to carry out their respective duties and obligations in relation to any investment by the Unitholder into Digital Core REIT, and for each of the purposes as set out in this section or as may be permitted under the PDPA; and
- (c) obtained the consent of all such individuals for the foregoing.

FORWARD-LOOKING STATEMENTS

Certain statements in this Prospectus constitute “forward-looking statements”. This Prospectus also contains forward-looking financial information in “Profit Forecast and Profit Projection”. Such forward-looking statements and financial information involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Digital Core REIT, the Manager, the Sponsor or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements and financial information. Such forward-looking statements and financial information are based on numerous assumptions regarding the Manager’s present and future business strategies and the environment in which Digital Core REIT, the Manager or the Sponsor will operate in the future. Because these statements and financial information reflect the current views of the Manager and the Sponsor concerning future events, these statements and financial information necessarily involve risks, uncertainties and assumptions. Actual future performance could differ materially from these forward-looking statements and financial information. You should not place any undue reliance on these forward-looking statements.

Among the important factors that could cause the actual results, performance or achievements of Digital Core REIT, the Manager or the Sponsor to differ materially from those in the forward-looking statements and financial information are the conditions of, and changes in, the domestic, regional and global economies, including, but not limited to, factors such as political, economic and social conditions in Singapore and the United States; changes in government laws and regulations affecting Digital Core REIT; competition in the property markets of the United States in which Digital Core REIT may invest; changes in currency exchange rates, interest rates or inflation; relations with service providers or lenders; occurrence of hostilities (including future terrorist attacks); the performance and reputation of Digital Core REIT’s properties and/or acquisitions; difficulties in identifying future acquisitions or in completing and integrating acquisitions; changes in the Manager’s directors and executive officers; risks related to natural disasters, general volatility of the capital markets relating to the property market in which Digital Core REIT may invest and the market price of the Units; as well as other matters not yet known to the Manager or not currently considered material by the Manager.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under “Risk Factors”, “Profit Forecast and Profit Projection”, and “Business and Properties”. These forward-looking statements and financial information speak only as at the date of this Prospectus. The Manager expressly disclaims any obligation or undertaking to release publicly any updates of or revisions to any forward-looking statement or financial information contained herein to reflect any change in the expectations of the Manager or the Sponsor with regard thereto or any change in events, conditions or circumstances on which any such statement or information is based, subject to compliance with all applicable laws and regulations and/or the rules of the SGX-ST and/or any other relevant regulatory or supervisory body or agency.

NOTICE TO INVESTORS IN CERTAIN JURISDICTIONS

Notice to Investors in the EEA

In relation to each member state of the European Economic Area (“**EEA**”) which has implemented the Alternative Investment Fund Managers Directive (“**AIFMD**”), this Prospectus may only be distributed and Units may only be offered or placed in a member state to the extent that (a) the fund is permitted to be marketed to professional investors in the relevant member state in accordance with the AIFMD (as implemented into the local law or regulation of the relevant member state); or (b) this Prospectus may otherwise be lawfully distributed in that member state (including on a preliminary basis pending making any required regulatory filings, or in response to a request made at the initiative of the investor).

Any investor in permitted EEA jurisdictions who wishes to invest in the Units must qualify as a “Professional Investor” as defined under AIFMD (as implemented into the local law/regulation of the relevant member state). No Packaged Retail Investment and Insurance-based Investment Products Key Investor Document (“**PRIIPs KID**”) will be issued to the investors.

In relation to each member state of the EEA that has implemented Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) with effect from and including the date of the Prospectus Regulation, no Units have been offered or will be offered to the public in an EEA member state other than:

- (a) to any legal entity which is a qualified investor as defined under article 2(e) of the Prospectus Regulation (a “**Qualified Investor**”);
- (b) to fewer than one hundred and fifty (150) natural or legal persons per member state (other than Qualified Investors); or
- (c) in any other circumstances falling within articles 1(4), 1(5) and 3 of the Prospectus Regulation which do not require the publication of a prospectus.

Notice to Investors in the United Kingdom

The fund is a collective investment scheme pursuant to section 235 of the Financial Services and Markets Act 2000 (“**FSMA**”). It has not been authorised, or otherwise recognised or approved, by the FCA and, as an unregulated scheme, it cannot be promoted in the United Kingdom to the general public.

Accordingly, Units are only offered to, and this Prospectus is only addressed to, or directed at, persons in the United Kingdom who are “Qualified Investors” (within the meaning of Article 2(e) of the Prospectus Regulation (EU) 2017/1129).

This Prospectus is not being distributed or delivered to, and must not be passed on to, the general public in the United Kingdom. This Prospectus may not be distributed or delivered to, and must not be passed on to, any person resident in the United Kingdom, unless it is being made only to, or directed only at, persons falling within the below categories:

If made by a person who is not an authorised person under the FSMA, is being made only to or directed only at: (i) persons falling within the categories of “investment professionals” as defined in Article 19(6) of the Financial Services and Markets Act (Financial Promotion) Order 2005, as amended (the “**FPO**”), (ii) persons falling within any of the categories of persons described in Article 49(2) FPO (high net worth companies, unincorporated associations etc), (iii) persons falling within the categories of “certified high net worth individual” described in Article 48(2) FPO (being individuals who have certified their net worth in the form and as required by the FPO) and “self-certified sophisticated investors” described in Article 50A(1) FPO (being individuals who

have certified that they are a sophisticated investor, in the form and as required by the FPO), or (iv) any other person to whom it may otherwise lawfully be made (all such persons together being referred to as “Relevant Persons”); or

If made by a person who is an authorised person under FSMA, is being made only to or directed only at persons falling within (i) Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 as amended (the “**CISO**”) (investment professionals), (ii) Article 22(2) CISO (high net worth companies, unincorporated associations, etc.), (iii) persons falling within the categories of “certified high net worth individual” described in Article 21(2) of the CISO (being individuals who have certified their net worth in the form and as required by the promotions of the CISO) and “self-certified sophisticated investors” described in Article 23A(1) CISO (being individuals who have certified that they are a sophisticated investor, in the form and as required by the CISO), (iv) Chapter 4.12 of the Conduct of Business Sourcebook of the FCA Handbook and any successor regulations made by virtue of Section 238(5) FSMA, or (v) any other persons to whom it may otherwise lawfully be made (all such persons together being referred to as “**Relevant Persons**”). The Units shall be marketed in accordance with the Alternative Investment Fund Managers Regulations 2013 (“**UK AIFM Regulations**”).

This Prospectus must not be acted on or relied on by persons who are not Relevant Persons.

CERTAIN DEFINED TERMS AND CONVENTIONS

In this Prospectus, references to “S\$”, “SGD” or “Singapore dollars” and “cents” are to the lawful currency of the Republic of Singapore, references to “U.S. dollar”, “USD”, “US\$” or “U.S. cent” are to the lawful currency of the United States of America (“**U.S.**” or “**United States**”) and references to “Canadian dollar”, “C\$” or “Canadian cent” are to the lawful currency of Canada.

For the reader’s convenience, except where the exchange rate is expressly stated otherwise, U.S. dollar amounts in this Prospectus have been translated into Singapore dollars based on the fixed exchange rate of S\$1.00 to US\$0.74 as at 12 November 2021, being the latest practicable date prior to the lodgement of this Prospectus with the MAS (the “**Latest Practicable Date**”).

However, such translations should not be construed as representations that U.S. dollar or Canadian dollar amounts have been, could have been or could be converted into Singapore dollars at that or any other rate (see “Exchange Rate Information”).

Unless otherwise defined, capitalised terms used in this Prospectus shall have the meanings set out in the Glossary.

The forecast and projected distribution per Unit (“**DPU**”) yields are calculated based on the Offering Price and assumed exchange rates as set out in this Prospectus. Such yields and yield growth will vary accordingly for investors who purchase Units in the secondary market at a market price different from the Offering Price, and according to differences between actual and assumed exchange rates.

Any discrepancies in the tables, graphs and charts included in this Prospectus between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded to one decimal place. Measurements in square metres (“**sq. m.**”) are converted to square feet (“**sq. ft.**”) and *vice versa* based on the conversion rate of 1 sq. m. = 10.7639 sq. ft. References to “Appendix” or “Appendices” are to the appendices set out in this Prospectus. All references in this Prospectus to dates and times shall mean Singapore dates and times unless otherwise specified.

Unless otherwise specified, all information relating to the Properties (as defined herein) in this Prospectus are as at 30 June 2021. See “Business and Properties” for details regarding the Properties.

All references to “**Appraised Value**” mean the higher of the two independent valuations by the Independent Valuers (as defined herein) of each of the Properties. “**Occupancy rate**” figures are calculated in terms of net rentable square feet (“**NRSF**”). The NRSF figures may differ from the figures used in the Independent Property Valuation Summary Reports as set out in Appendix E of this Prospectus as well as the full appraisal reports for each of the Properties due to different measurement standards employed from time to time.

For the purposes of this Prospectus, “Purchase Consideration” shall refer to the closing payment based on the allocated value as further described in “Certain Agreements Relating to Digital Core REIT and the Properties – Contribution And Sale Agreement and Escrow Instructions – Closing Payment; Adjustments to Closing Payment and Pro-rations”.

MARKET AND INDUSTRY INFORMATION

This Prospectus includes market and industry data and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Industry publications, surveys and forecasts generally state that the information they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such information. The Manager has commissioned datacenterHawk LLC (the “**Independent Market Research Consultant**”) to prepare the “Independent Property Market Research Report”. (See Appendix F, “Independent Property Market Research Report” for further details). While the Manager has taken reasonable steps to ensure that the information is extracted accurately and in its proper context, the Manager has not independently verified any of the data from third-party sources or ascertained the underlying economic assumptions relied upon therein. Consequently, none of Digital Core REIT, the Manager, the Trustee, the Sponsor and the Joint Issue Managers makes any representations as to the accuracy or completeness of such information, and each of them shall not be held responsible in respect of any such information and shall not be obliged to provide any updates on the same.

The Manager and the Trustee have appointed Newmark Knight Frank Valuation & Advisory, LLC (“**Newmark**”) and Cushman & Wakefield of North Carolina, Inc. (“**C&W**” or “**Cushman**”), and together with Newmark, the “**Independent Valuers**”) as the valuers of the Properties. (See Appendix E, “Independent Property Valuation Summary Reports” for further details).

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OVERVIEW

The following section is qualified in its entirety by, and is subject to, the more detailed information contained or referred to elsewhere in this Prospectus. The meanings of terms not defined in this section can be found in the Glossary or in the trust deed constituting Digital Core REIT dated 10 November 2021 (and as may be amended, varied or supplemented from time to time) (the “Trust Deed”). A copy of the Trust Deed can be inspected at the principal place of business of the Manager, which is located at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315 (prior appointment would be appreciated).

Statements contained in this section that are not historical facts may be forward-looking statements or are historical statements reconstituted on a pro forma basis. Such statements are based on certain assumptions and are subject to certain risks and uncertainties which could cause actual results of Digital Core REIT to differ materially from those forecast or projected (see “Forward-Looking Statements” for further details). Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by Digital Core REIT, the Manager, the Trustee, the Joint Issue Managers, the Sponsor or any other person or that these results will be achieved or are likely to be achieved. Investing in the Units involves risks. Prospective investors are advised not to rely solely on this section, but to read this Prospectus in its entirety and, in particular, the sections from which the information in this section is extracted and “Important Notice Regarding the Ownership of Units” and “Risk Factors” to better understand the Offering and Digital Core REIT’s businesses and risks, including in relation to the Unit Ownership Limit.

About Digital Core REIT

Digital Core REIT is a Singapore REIT (“**S-REIT**”) established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets¹ located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy.

Digital Core REIT seeks to create long-term, sustainable value for all stakeholders through ownership and operation of a stabilised and diversified portfolio of mission-critical data centre facilities concentrated in select global markets. Digital Core REIT will be the exclusive S-REIT vehicle sponsored by Digital Realty², the largest global provider of cloud- and carrier-neutral data centre, colocation and interconnection solutions³.

Key Objectives

Digital Core REIT’s key objectives are to provide Unitholders with regular and stable distributions and to achieve long-term growth in distribution per Unit (“**DPU**”) and net asset value (“**NAV**”) per Unit, while maintaining an appropriate capital structure.

¹ See “Strategy” for definition of “**stabilised income-producing real estate asset**”.

² “**Digital Realty**” refers to Digital Realty Trust, Inc., together with its consolidated subsidiaries, including Digital Realty Trust, L.P.

³ Based on total data centre capacity, as measured by the total number of data centres, total customer IT load and total square feet. See also Independent Market Research report.

About Industry-Leading Sponsor Digital Realty

Digital Realty (NYSE: DLR) is the largest global provider of cloud- and carrier-neutral data centre, colocation and interconnection solutions dedicated to the full customer spectrum, from the enterprise to the hyperscale cloud service provider¹. PlatformDIGITAL®, the Sponsor's global data centre platform, provides a trusted foundation to support the digital transformation initiatives for more than 4,000 customers, including numerous high-quality and growing multinational companies across a broad cross-section of global industries. The Sponsor's global platform offers customers consistency of deployment, operating model, form of contract and procurement experience, as well as a single responsible party capable of meeting their data centre requirements around the world. The Sponsor's top 20 customers have an average of over 40 deployments across the Sponsor's 291 facilities in 47 metros throughout 24 countries on six continents. Digital Realty (NYSE: DLR) is one of the 10 largest U.S.-listed REITs, with an equity market capitalisation of approximately US\$44 billion and a total enterprise value of approximately US\$58 billion.

Portfolio Summary

The Digital Core REIT IPO Portfolio is comprised of 10 institutional quality, 100% freehold data centres concentrated within top-tier markets in the U.S. and Canada with an aggregate Appraised Valuation of US\$1.4 billion². The IPO Portfolio totals 1.2 million NRSF as at 30 June 2021 and is 100% leased to a roster of blue-chip customers, each with numerous deployments across the Sponsor's global platform. The weighted-average remaining lease term is over six years and 100% of the lease agreements contain contractual annual cash rental rate escalations ranging from 1.0% to 3.0%, with a weighted average of approximately 2% by Base Rental Income for the month of June 2021. In addition, approximately 85% of the IPO Portfolio based on NRSF as at 30 June 2021 is leased on a triple-net lease structure, providing additional insulation against operating expense growth³.

Digital Realty considers the assets comprising the IPO Portfolio as core to its investment strategy, strategically positioned in top-tier markets characterised by robust and diverse demand and mission-critical to large and growing data centre customers, in addition to being suitable for core real estate investors. The IPO Portfolio is fully integrated into PlatformDIGITAL®, the Sponsor's global data centre platform, enabling customers to efficiently scale their digital business and connect directly (i.e., secure, private connection between customers that does not require the exchange of traffic over the public Internet) to the broad mix of enterprise and service provider participants within a given metropolitan area⁴.

1 Based on total data centre capacity, as measured by the total number of data centres, total customer IT load and total square feet. See also Independent Market Research report.

2 Based on a 90% interest, the Appraised Valuation of the IPO Portfolio would be US\$1,296.5 million.

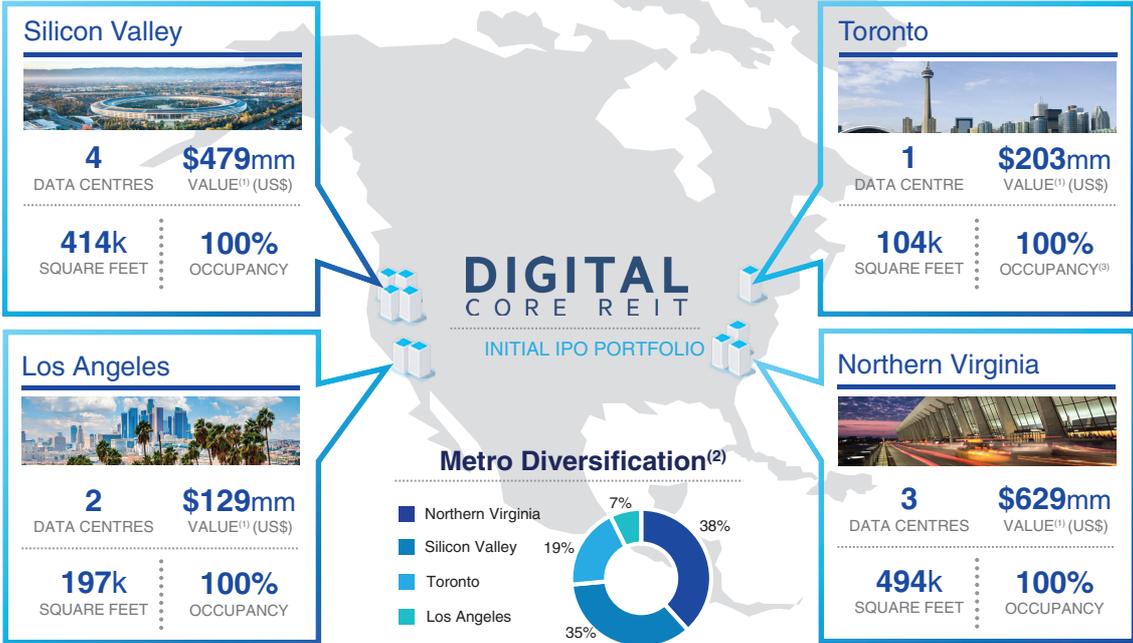
3 "Triple net lease" refers to a lease whereby the lessee or customer pays for rent and typically the following property-related expenses: (i) property tax, (ii) insurance, and (iii) day-to-day maintenance including site personnel costs, cleaning, security, utilities, service and maintenance contracts and other mechanical and electrical ("M&E") repair items. The landlord pays for most structural repairs and replacement of structural parts of the buildings and, depending on the lease, replacement of M&E items.

4 Future acquisitions by Digital Core REIT would be expected to be integrated into PlatformDIGITAL®. The circumstances under which the Digital Core REIT's Properties might not be integrated into PlatformDIGITAL® would include the scenario in which Digital Core REIT Management Pte. Ltd. is no longer the manager of Digital Core REIT.

Digital Core REIT will indirectly own a 90% interest in each of the 10 Properties within the IPO Portfolio through (i) its 100% indirect ownership of the common shares of the Parent U.S. REIT, which in turn owns a 90% ownership interest in the U.S. JVs and (ii) its 100% ownership of the ordinary shares of Singapore Sub 3, which in turn has a 90% ownership interest in the Canadian JV, while the Sponsor Investor will retain a 10% stake in each of the JVs. Given the integration of these assets into Digital Realty’s global platform, the Manager believes the value of the assets will be maximised, and a seamless customer experience preserved, by virtue of the Sponsor’s continuing involvement and ownership interest.

A brief overview of the IPO Portfolio is set out below.

Top-Tier Markets Tethered to Core Digital Transformation Drivers



Source: Company data as of June 30, 2021.

- 1) Based on valuation by Cushman & Wakefield of a 100% ownership interest.
- 2) Based on Base Rental Income for the month of June 2021.
- 3) Excludes 11,500 square feet of empty shell space not feasible to build out as data centre capacity.

Co-Investment with the Sponsor

The Sponsor currently intends to co-invest with Digital Core REIT for all future acquisitions, with the Sponsor holding 10% of such asset and Digital Core REIT holding 90% of such asset. In the event that the Sponsor chooses not to co-invest with Digital Core REIT, Digital Core REIT may acquire 100% of such asset. In the event that Digital Core REIT is acquiring less than a 100% interest and the third-party holding the remaining interest does not permit the Sponsor to co-invest in such asset, Digital Core REIT will be able to acquire the partial interest in the asset without the Sponsor.

(See “Certain Agreements Relating to Digital Core REIT and the Properties – Co-Investment Agreement” for further details regarding the Sponsor’s right to co-invest with Digital Core REIT in future acquisitions and investments.)

KEY INVESTMENT HIGHLIGHTS

(Unless otherwise stated herein, the following sections have been supplemented by and extracted from the Independent Property Market Research Report set out in Appendix F, "Independent Property Market Research Report" which has been prepared by the Independent Market Research Consultant.)

The Manager believes that an investment in Digital Core REIT offers the following attractions to Unitholders:

1. Exclusively Focused on Highly Attractive Data Centre Industry Benefiting from Robust Demand Driven by Digital Transformation

The data centre industry is backed by strong fundamental growth drivers

- Enterprise adoption of hybrid IT, including use of public and private cloud computing
- Accelerating digitisation of economic activity
- Emerging technologies such as Artificial Intelligence, the Internet of Things, 5G technology and edge computing, driving exponential growth of data generated, transmitted, processed, analysed, consumed and stored
- Growth of streaming, social media, cloud computing, enterprise modernisation and e-commerce
- Acceleration of these trends driven by the COVID-19 pandemic
- "Sticky" customer relationships with high customer retention rates

2. High-Quality, Mission-Critical Portfolio Across Top Data Centre Markets

- (i) World-class, mission-critical assets located in key strategic markets with a long-term track record of stabilised portfolio occupancy and minimal customer churn
- The only 100 percent freehold data centre S-REIT
 - 68.5% of the IPO Portfolio (based on annual base rent as of June 2021) focused on the attractive hyperscale segment
 - 73.5% of the IPO Portfolio situated in Northern Virginia and Northern California, the #1 and #2 largest data centre markets in the United States based on Base Rental Income for the month of June 2021
 - 19.2% of the IPO Portfolio in Toronto, Canada's primary data centre hub based on Base Rental Income for the month of June 2021
 - 7.3% of the IPO Portfolio situated in Los Angeles, North America's data centre gateway to international hubs and a key beneficiary of the U.S. entertainment industry based on Base Rental Income for the month of June 2021
 - Strategic integration into PlatformDIGITAL®, the Sponsor's global data centre platform, which allows customers to scale their digital business seamlessly

(ii) Digital infrastructure core to customers' business and operations

(iii) Stable and resilient portfolio with blue-chip customer base

- High quality customer base – top customers in portfolio consist of leading global cloud providers, global colocation and interconnection providers, social media platforms and IT solutions providers
- Attractive WALE of 6.2 years, based on Base Rental Income for the month of June 2021, with no meaningful lease expirations in 2022 or 2023, along with an attractive lease structure
- Portfolio occupancy of 100%, underpinned by high historical customer retention rate of 95.8% with significant customer investment further enhancing customer stickiness

3. Industry-Leading Pipeline Provides Unparalleled Growth Opportunity via Global ROFR

- The Sponsor is the largest owner, operator, developer and acquirer of data centres globally, providing Digital Core REIT with an industry leading pipeline for growth
- The Sponsor is providing a global ROFR to Digital Core REIT
- Increasingly global growth opportunity from Sponsor's development pipeline
- The Sponsor is committed to the growth and success of Digital Core REIT

4. Exclusive Vehicle of Best-in-Class Global Data Centre Sponsor

- Industry-leading Sponsor with unparalleled global data centre expertise; only pure-play data centre S-REIT sponsored by a global best-in-class pure-play listed data centre owner and operator
- Digital Realty is one of the largest listed US REITs with a well-established track record and public market expertise
- Support of global operating platform with significant organisational capabilities
- Management team and board of directors comprised of longstanding Sponsor team members with extensive data centre experience, along with real estate and finance industry veterans serving as independent directors
- Strong alignment of interests between the Sponsor and Unitholders

5. Balance Sheet and Initial Scale Positioned for Substantial Growth

- Significantly lower gearing than Singapore REIT peers, potential to fuel growth prospects
- Initial scale positioned for outsized growth with industry-leading acquisition pipeline
- Leverage the Sponsor's stellar track record of accessing multiple capital sources and delivering shareholder returns

6. Superior Total Return Profile

- (i) Total return of 10.01% comprising distribution yield of 4.75% for Forecast Year 2022 and DPU growth of 5.26% from Forecast Year 2022 to Projection Year 2023
- (ii) A unique opportunity to invest in the early innings of a data centre S-REIT backed by a global sponsor primed for growth at attractive returns
 - Exclusive S-REIT vehicle of global best-in-class data centre owner and operator
 - Only data centre S-REIT with 100% freehold, high-quality, mission-critical portfolio
 - Global ROFR on large and growing data centre pipeline
 - Balance sheet and initial scale positioned for substantial growth
 - Attractive entry valuation and compelling yield

Details of the key investment highlights are set out below.

1. Exclusively Focused on Highly Attractive Data Centre Industry Benefiting from Robust Demand Driven by Digital Transformation

The data centre market is one of the fastest-growing commercial real estate sectors. North America data centre market is expected to grow at a CAGR of approximately 15% from 2020 to 2024, with hyperscale demand projected to grow at a higher CAGR of approximately 23% over the same period, backed by strong industry tailwinds. Key demand drivers fuelling the industry's growth include the digitisation of the economy, adoption of new technologies, and other trends such as streaming, social media, cloud computing, edge computing and artificial intelligence.

The data centre industry is backed by strong fundamental growth drivers

- **Enterprise adoption of hybrid IT, including use of public and private cloud computing**

Hybrid IT is increasingly being adopted by enterprises to develop business expertise by combining the speed and reliable efficiency of the private cloud with the monetary and more adaptable nature of the public cloud. The combination of the two forms of cloud services helps companies to take advantage of the benefits of both. As a result, the hybrid cloud has emerged as the preferred IT architecture for organisations attempting to reduce the high costs associated with operating, particularly with the private cloud support costs. Cloud computing is expected to continue on a path of accelerated growth. According to the Independent Market Research report, end-user spending on the public cloud is expected to reach US\$482 billion globally by the end of 2022, growing at a CAGR of approximately 26% from US\$243 billion in 2019.

- **Adoption of digitalisation by enterprises and consumers**

Digital transformation of enterprises is a leading driver of the growth of the data centre industry. Many companies find themselves lacking the appropriate expertise required to effectively operate their own digital infrastructure, which in turn drives the need for third-party data centre solutions providers. Growing reliance on the internet in our daily professional and private lives continues to escalate the need for data centre infrastructure and fuel the growth behind the hyperscale data centre market.

- **New technologies such as Internet of Things (“IoT”) and 5G driving exponential growth of data generated, processed and consumed**

Introduction of new technologies such as IoT and 5G have contributed to data centre market growth, as these technologies exponentially expand the amount of data generated and processed. These new technologies rely on rapid processing and transmission of data and eventually increase the need for robust data centre systems. Enterprise demand for global operations also contributes to data centre tailwinds, and specifically the need for data centre providers with a global presence able to offer seamless solutions across a user’s global platform.

- **Growth of streaming, social media, cloud computing, edge computing and artificial intelligence (“AI”)**

Other key trends driving data centre market growth include streaming, social media, cloud computing, edge computing and AI. Global social media users from 2016 to 2021 have grown at a CAGR of approximately 13% which has resulted in 4.2 billion total social media users globally. Cloud computing, or the on-demand delivery of services or software-as-a-service, is also expected to continue on a similar path of accelerated growth. “Edge computing” is an additional trend which comprises gathering, storing, processing and analysing data around its location. Edge computing relies on critical digital infrastructure to store the received data in core or hyperscale data centres. Finally, the development and commercialisation of AI technology will also catalyse the demand for data centre infrastructure in order to process massive amounts of data.

- **Acceleration of these trends driven by the COVID-19 pandemic**

The COVID-19 pandemic highlighted the importance of digital solutions and accelerated the transformation process for many companies. Amidst working from home, social distancing, and the closure of business and offices around the world, companies relied on digital infrastructure to maintain their operations. This included video conferencing, remote collaboration, and online retail. While none of these technologies were new, they were utilised at unprecedented levels which drove the integral need for data centre infrastructure. This is evidenced by the rates of digitalisation of customer interactions and digitisation of products and services accelerating from prior historical averages by 3 years and 7 years, respectively.

- **“Sticky” customer relationships with high customer retention rates**

Data centres are not only valuable assets because of their strategic importance and technical complexity, but also their ability to retain customers. Data centre infrastructure is a crucial component of a modern company’s operations and migrating this infrastructure to a different physical location presents switching costs and risks. Even with proper planning, relocation entails a risk of costly operational downtime.

Data centre users typically form relationships with data centre providers and find value in growing their business with that provider over time. This can create a challenge for new providers, as they must convince potential customers that their data centre facilities and services are more favourable than the company’s existing data centre provider. These advantages must also be of greater value to justify the complicated, and often costly, task of migrating applications from the company’s existing data centre provider; as a result, data centre users tend to be “sticky” customer relationships and established data centre operators typically maintain higher customer retention rates.

2. High-Quality, Mission-Critical Portfolio Across Top Data Centre Markets

(i) World-class, mission-critical assets located in key strategic markets addressing critical customer workloads and exhibiting low vacancy

The Digital Core REIT IPO Portfolio is well balanced in terms of geography, Appraised Value and Base Rental Income. These data centre assets are located in four key markets featuring high demand/growth potential and blue-chip customers.

- **The only 100 percent freehold data centre S-REIT**

The IPO Portfolio is comprised of 100% freehold data centre portfolio with core assets across top-tier markets and integrated into the Sponsor's global platform. Digital Core REIT is also the only data centre S-REIT with a 100% freehold data centre portfolio.

- **68.5% of the IPO Portfolio (based on annual base rent as of June 2021) focused on the attractive hyperscale segment**

Hyperscale data centres are built on a massive scale, often supporting 20 MW – 100 MW of commissioned power in a single facility. Hyperscale demand continues to grow the North American data centre market to new levels, as large increments of capacity due to the immense volume of data, analytics, and operations they handle each day. Demand from these blue-chip cloud providers, social media giants and other technology companies has led to an increase in leasing via third-party data centre providers.

- **73.5% of the IPO Portfolio situated in Northern Virginia and Northern California, the #1 and #2 largest data centre markets in North America based on Base Rental Income for the month of June 2021**

38.4% of the IPO Portfolio is situated in Northern Virginia, the largest data centre market globally with 1,660 MW of commissioned power and an estimated 70% of the world's internet traffic running through the region. The low-latency connections to the U.S. national fibre network backbone along with a relatively business-friendly environment make Northern Virginia the top market for data centres. Northern Virginia is home to owned and leased capacity for all the leading global cloud service providers with large compute requirements such as AWS, Microsoft, IBM, Oracle, Alibaba Group and Tencent¹. The market's vacancy is the lowest among all major markets, at 3.1% as of 2Q2021, and has competitive total customer occupancy costs² compared to other major North American data centre markets. The Sponsor has over 3.7 million square feet of commissioned data centre facilities space³ and is the leading data centre operator in Northern Virginia.

35.2% of the IPO Portfolio is situated in the Silicon Valley submarket of Northern California, the second-largest data centre market in North America with 531 MW of commissioned power as at 2Q 2021. Silicon Valley, one of the world's premier tech hubs, has fuelled much of the data centre growth, with thousands of high technology companies like Adobe, Apple, Facebook, Google, and ServiceNow all headquartered locally. As demand often outpaces supply, new capacity is typically pre-leased prior to delivery. According to the Independent Market Research report, adding new data centre

1 Based on public disclosure by Amazon Web Services, Inc., Microsoft, IBM, Oracle, Alibaba Cloud, and Tencent Cloud.

2 This refers to the attractive tax incentives in Northern Virginia which reduces the overall customer cost of occupying data centre space.

3 Critical only.

capacity in Northern California is an arduous process than can take up to three times longer than other markets, which has resulted in demand outweighing supply. This is further evidenced by Northern California's vacancy rate having the second lowest in the U.S. at 4.1% as at 2Q 2021.

- **19.2% of the IPO Portfolio is situated in Toronto, Canada's primary data centre hub based on Base Rental Income for the month of June 2021**

Toronto is Canada's primary data centre market with commissioned power of 180 MW as at 2Q 2021 and the eighth-largest market in North America. It is Canada's largest city (with a population of 2.9 million) and the fourth largest in North America. The financial industry is one of Toronto's strongest sectors, ranked the seventh-leading financial centre in North America and provides over 251,000 Canadian jobs.¹ Toronto is home to the five major Canadian banks, all of whom compete on a global scale. The market has also invested heavily in renewable energy, cleantech, and life sciences industries. Toronto currently has a vacancy rate of 6.7% as at 2Q 2021.

- **7.3% of IPO Portfolio situated in Los Angeles, North America's data centre gateway to international hubs and a key beneficiary of the U.S. entertainment industry based on Base Rental Income for the month of June 2021**

Los Angeles is the eighth largest data centre market in the U.S. with commissioned power of 176 MW. The market is driven by demand for cloud solutions and is growing rapidly, holding strategic value for users due to the market's subsea and long-haul fibre anchor points. Not only is Los Angeles one of America's largest cities, but is also a global hub for finance and commerce driven by the U.S. entertainment industry (i.e. Hollywood). Data centre growth in Los Angeles is also driven by demand from entertainment and media companies looking to reach their end-users quickly. Los Angeles currently has a vacancy rate of 5.8% as at 2Q 2021.

- **Strategic integration into PlatformDIGITAL®, the Sponsor's global data centre platform allowing customers to scale their digital business seamlessly**

The Digital Core REIT IPO Portfolio is fully integrated PlatformDIGITAL®, the Sponsor's global data centre platform, which provides customers a trusted foundation and a proven solution to scaling their digital business and connectivity needs. With PlatformDIGITAL®, customers can access cloud and network providers on the Sponsor's global platform and are able to scale their data centre footprint seamlessly by utilising the full campus interconnection product set and benefit from low-latency connectivity to cloud service providers. Additionally, customers and partners can access the full ecosystem of service providers and other customers across the full product spectrum, from a network node deployment to a cloud compute engine.

¹ Based on The Global Financial Centres Index 30, September 2021 report. The Global Financial Centres Index 30 has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the information quoted above in this Prospectus and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the above published by The Global Financial Centres Index 30 is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

(ii) Digital infrastructure core to customers’ business and operations

The table below outlines the impact of digitisation on key customers demand needs.

Key Customer Type	Description	Scale of growth trajectory						
Hyperscale Cloud Service provider	Represents the largest buyers of data centre capacity and the fastest-growing market segment. Includes service providers offering enterprises a public cloud alternative to their data storage and core operational workflows. This segment has been the most disruptive over the past few years and continues to grow as IT execs modernise their IT architecture	<p>Global IP Traffic (Exabytes per Month)</p> <table border="1"> <tr> <th>Year</th> <th>Global IP Traffic (Exabytes per Month)</th> </tr> <tr> <td>2019A</td> <td>201</td> </tr> <tr> <td>2022E</td> <td>396</td> </tr> </table>	Year	Global IP Traffic (Exabytes per Month)	2019A	201	2022E	396
Year	Global IP Traffic (Exabytes per Month)							
2019A	201							
2022E	396							
Colocation/ IT solutions provider	Critical player in the hybrid IT evolution, providing enterprises with private colocation options to manage sensitive data while also offering managed services (enhanced security, recovery management, remote hands, etc.)	<p>Global Hybrid Cloud Market⁽¹⁾ (in US\$ billions)</p> <table border="1"> <tr> <th>Year</th> <th>Global Hybrid Cloud Market (in US\$ billions)</th> </tr> <tr> <td>2019A</td> <td>\$52</td> </tr> <tr> <td>2025E</td> <td>\$173</td> </tr> </table>	Year	Global Hybrid Cloud Market (in US\$ billions)	2019A	\$52	2025E	\$173
Year	Global Hybrid Cloud Market (in US\$ billions)							
2019A	\$52							
2025E	\$173							
Social media	Pervasive element of mainstream culture which was enabled by broader access to high-speed internet and the growth of mobile devices. With the roll-out of 5G, the creation and consumption of media content is expected to continue to grow	<p>Cloud Spend (in US\$ billions)</p> <table border="1"> <tr> <th>Year</th> <th>Cloud Spend (in US\$ billions)</th> </tr> <tr> <td>2019A</td> <td>\$243</td> </tr> <tr> <td>2022E</td> <td>\$482</td> </tr> </table>	Year	Cloud Spend (in US\$ billions)	2019A	\$243	2022E	\$482
Year	Cloud Spend (in US\$ billions)							
2019A	\$243							
2022E	\$482							

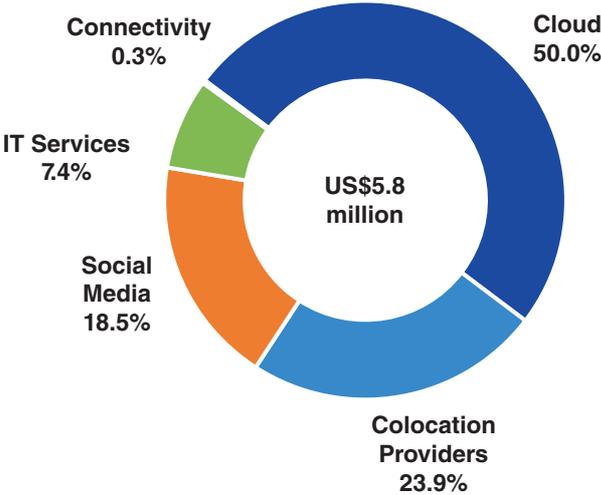
Note:

(1) Based on Market Research Future (MRFR), “Global Hybrid Cloud Market information by Service Type, by Components, by Vertical and Region – forecast to 2027”, August 2020. Market Research Future has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the information quoted above in this Prospectus and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the above published by Market Research Future is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

(iii) Stable and resilient portfolio with blue-chip customer base

- **High-quality customer base – top customers in portfolio consist of Fortune Global 500 cloud companies, global colocation and interconnection providers, social media platforms and IT services companies**

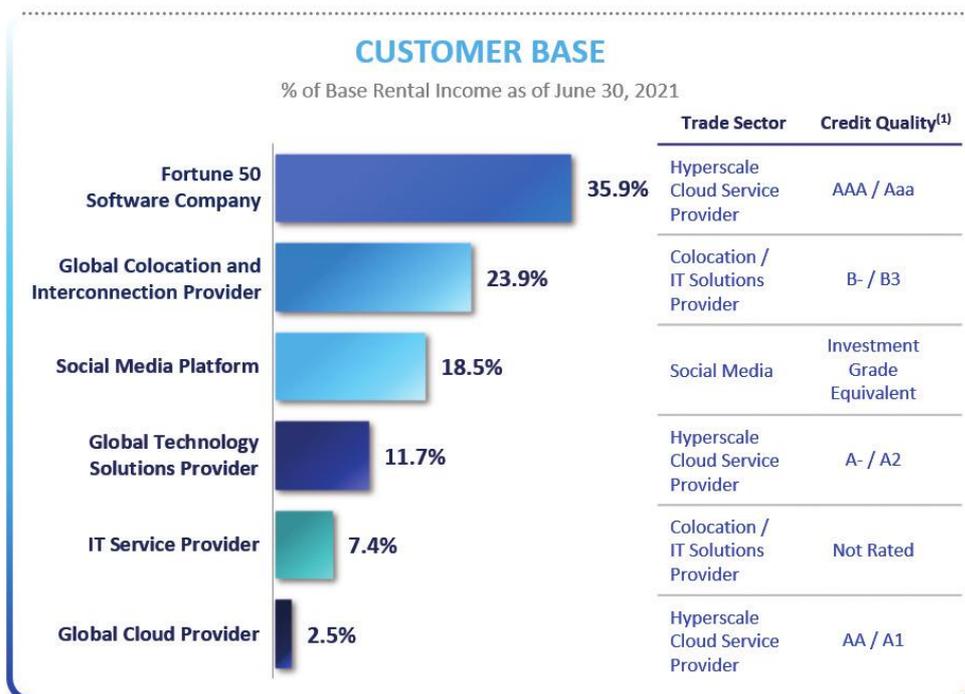
As at 30 June 2021, the IPO Portfolio comprises of 12 unique customers, including Fortune Global 500 companies, multinational corporations and leading organisations in their respective sectors. The chart below provides a breakdown of the trade sector of the IPO Portfolio customers by Base Rental Income for the month of June 2021. The IPO Portfolio top customers have been long-standing customers of the Sponsor, for more than 15 years¹.



¹ All of the top six customers of the IPO Portfolio (or their predecessor firms) have been long-standing customers of the Sponsor for more than 15 years, and together they contribute to 99.9% of the gross base rental income of Digital Core REIT.

The table below sets out selected information on the top six customers of the IPO Portfolio by percentage of Base Rental Income for the month of 30 June 2021¹.

DIGITAL CORE REIT



Note:

- (1) As of 28 September 2021. Represents credit ratings of customer or parent company by Standard & Poor's Rating Services and Moody's Investors Service Inc., respectively. Each of Standard & Poor's Rating Services and Moody's Investors Service Inc. has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the information quoted above in this Prospectus and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the above published by each of Standard & Poor's Rating Services and Moody's Investors Service Inc. is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

Digital Core REIT will be able to access the Sponsor's high-quality, diversified mix of over 4,000 customers across multiple locations and geographies and the Sponsor's specialised data centre salesforce. More importantly, Digital Core REIT will be able to leverage the Sponsor's in-depth knowledge of requirements for customers and trends impacting the cloud and information technology service providers, content providers, network and communication providers, and other data centre users, including enterprise customers.

¹ The customers of Digital Core REIT cannot be named as for many of these customers, it is critical that the geographical locations of the data centres in which each customer's equipment, information and data are stored are kept confidential in order to minimise the risk of physical threats and intrusions into the relevant data centre. Accordingly, many of the agreements with the customers contain confidentiality provisions that restrict Digital Core REIT from disclosing their identities or any terms of their agreements. None of the top 10 tenants are related to the Sponsor group. In this regard, all of the top 10 customers have not given consent to the disclosure of their names. Digital Core REIT has obtained a waiver from the Authority from the requirement of paragraph 11.1(c)(ii) of the Property Funds Appendix to disclose the names of the customers.



DIGITAL REALTY

TOP 20 CUSTOMERS

Based on Annual Recurring Revenue as of June 30, 2021

Customer Rank	Locations	Customer Rank	Locations
1	Fortune 50 Software Company 55	11	Cyxtera 17
2	IBM 42	12	rackspace technology 21
3	facebook 33	13	Fortune 25 Tech Company 41
4	ORACLE® 28	14	LUMEN 129
5	Global Cloud Provider 51	15	COMCAST 28
6	EQUINIX 23	16	verizon 99
7	Fortune 25 Investment Grade-Rated Company 25	17	AT&T 74
8	LinkedIn 8	18	JPMORGAN CHASE & CO. 16
9	Fortune 500 SaaS Provider 15	19	Global Telecom Network Provider 30
10	Social Content Platform 10	20	zayo 120

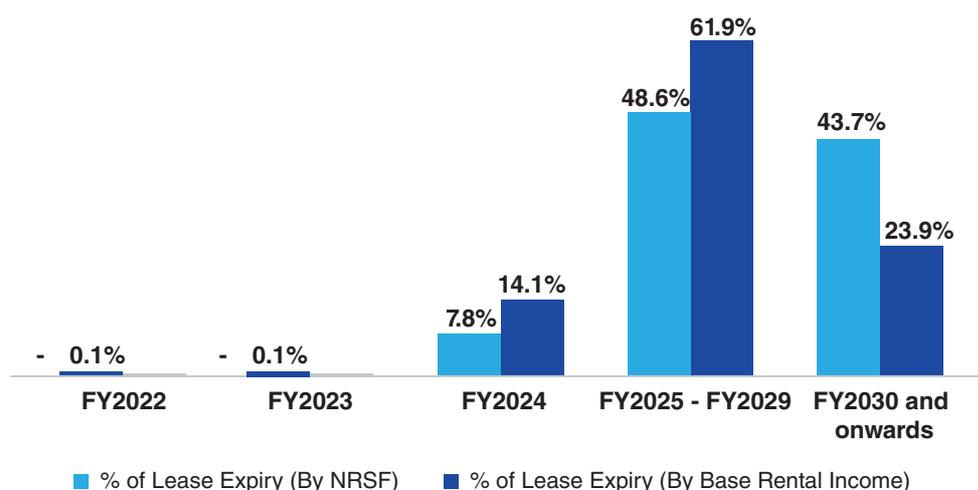
Note: As of 30 June 2021. Represents consolidated portfolio as well as Digital Realty's managed portfolio of unconsolidated joint ventures based on Digital Realty's ownership percentage. Digital Realty's direct customers may be the entities named in this table above or their subsidiaries or affiliates.

The Sponsor has become a trusted partner to many of its customers, with many customers choosing to partner with the Sponsor as they launch multi-regional deployments. Of the top 20 customers, based on contribution to aggregate annualised revenue as of 30 June 2021, 18 have partnered with the Sponsor across 10 or more locations globally. Furthermore, the Digital Core REIT portfolio is positioned on or near the Sponsor's campuses that are supporting numerous growing customers with a propensity to grow their footprint with adjacency and connectivity to existing deployments.

- **Attractive WALE of 6.2 years, based on Base Rental Income for the month of June 2021, with no meaningful lease expirations in 2022 and 2023, and attractive lease structures**

The IPO Portfolio has a long weighted average remaining lease term of 6.2 years and 7.7 years, based on Base Rental Income for the month of June 2021 and NRSF as at 30 June 2021, respectively. Customers generally sign 5- to 15-year lease agreements; anchor customers often execute leases longer than 10 years in duration which provides predictable long-term cash flow for Digital Core REIT. Approximately 89.3% of the IPO Portfolio has been leased on new or renewal lease agreements since 2017. The IPO Portfolio has a well staggered lease maturity profile. Leases expiring in 2022 and 2023 represent only 0.1% and 0.1%, respectively, of Base Rental Income for the month of June 2021. This translates into stable, recurring cash flow and provides Digital Core REIT ample time to source and on-board new customers for future expiring leases.

**Weighted Average Lease Expiry Profile of the IPO Portfolio by NRSF
(as at 30 June 2021) and Base Rental Income (for the month of June 2021)**



Close to 100.0% of existing leases by Base Rental Income for the month of June 2021 and NRSF as at 30 June 2021 have built-in annual rental escalations. The annual rental escalations generally range from 1.0% to 3.0%, with a weighted average of 2%.

Approximately 85.2% and 62.2% of existing leases are triple-net leases, based on NRSF as at 30 June 2021 and Base Rental Income for the month of June 2021, respectively, which shields Digital Core REIT from increases in real estate taxes and property expenses, which are absorbed by or passed on to customers.

- **Portfolio occupancy of 100%, underpinned by high historical customer retention rate of 95.8% with significant customer investment further enhancing customer stickiness**

As at 30 June 2021, the IPO Portfolio is 100% occupied. The high occupancy is largely driven by the long-term historical customer retention rate of 95.8% since 2012 as well as customer loyalty to the Sponsor, the high quality of the data centre properties, the Sponsor’s deep operational expertise, and the Sponsor’s comprehensive service offerings. With minimal customer churn, the IPO Portfolio has a long-term track record of stabilised portfolio occupancy with an average historical occupancy rate since 2012 of 99.4%. As the IPO Portfolio predominantly consists of hyperscale data centres, customers are often more entrenched due to the initial capital expenditure investment incurred and the high switching costs involved. It costs approximately US\$15 – 30 million to deploy a new 1.125 MW data centre, while the cost to migrate a 1 MW data centre to a new facility is approximately US\$15 – 20 million. Thus, the Manager believes that the retention rate is expected to be stable over the long term. Approximately one-third¹ of the IPO Portfolio is comprised of Powered Base Building® shells², where the customer has invested the majority of the capital to build out the mechanical and electrical infrastructure of the data centre, which provides for even greater customer retention and stickiness.

1 Based on Appraised Value.

2 For customers who possess the ability to build and operate their own facility, Sponsor’s Powered Base Building® shells provide the physical location, requisite power and network access necessary to support a state-of-the-art data centre.

3. Industry-Leading Pipeline Provides Unparalleled Growth Opportunity via Global ROFR

The data centre industry has experienced significant consolidation over the last several years through increasing larger scale M&A with a relatively small group of public companies becoming the owners of the majority of the high-quality, core data centres assets globally. Furthermore, these same data centre owner and operators are the largest developers of core data centre assets. To date, these dynamics have provided a more limited investment opportunity for investors to deploy capital into fully commissioned, operational, and stabilised core data centres.

The Sponsor is the largest owner and operator (by number of properties), developer and acquirer of data centres globally (by development capital expenditures and enterprise value, respectively), which provides Digital Core REIT with an unparalleled growth opportunity to capitalise on this industry-leading investment pipeline.

- **The Sponsor is the largest owner, operator, developer and acquirer of data centres globally, providing Digital Core REIT with an industry leading pipeline for growth¹**

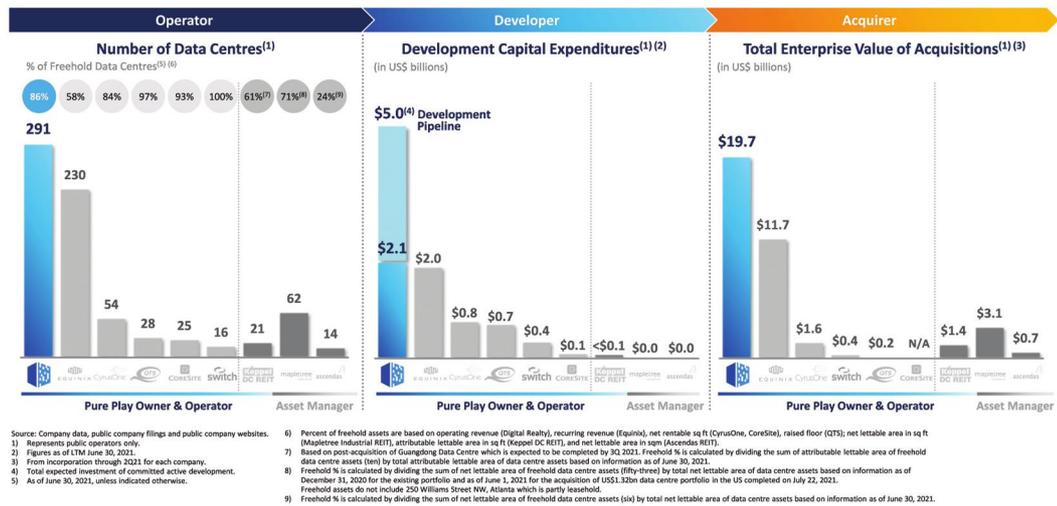
The Manager believes it is well placed to capitalise on opportunities from the growing data centre industry by potentially undertaking acquisitions from the Sponsor's pool of existing stabilised income producing assets. As at 30 June 2021, the Sponsor is the largest global owner and operator of data centres with a total of 291 data centres with NRSF of approximately 35.8 million square feet, excluding approximately 7.6 million square feet of space under active development and 2.0 million square feet of space held for future development, in 47 metros across the Americas, EMEA and Asia Pacific, of which a sizeable portion will become suitable for potential injection into Digital Core REIT over time. Approximately 86% of the Sponsor's data centres by operating revenue as of 30 June 2021 is owned by the Sponsor.

The Sponsor is also the largest global developer of data centres with total development capital expenditures over the last twelve months as of 30 June 2021 of US\$2.1 billion. As of 30 June 2021, the Sponsor has a total committed active investment of US\$5.0 billion. In addition, the Sponsor also has exhibited a long and successful track record of third-party acquisition growth, ranking the highest globally in terms of acquisition value, with over US\$19.7² billion of data centre acquisitions (in terms of enterprise value) since its public listing in 2004. Sizable and notable transactions include the acquisition of Telx in North America (2015), a merger with DuPont Fabros Technology in North America (2017), the acquisition of Ascenty in Latin America (2018), and the acquisition of Interxion in EMEA (2019).

With established origination and underwriting capabilities, the Sponsor has built an extensive track record of successful acquisitions globally. Through its relationship with the Sponsor, Digital Core REIT will be able to benefit from potential acquisition opportunities from third parties, as well as the established origination, deal screening, and deal execution capabilities of the Sponsor. Digital Core REIT will also be able to tap into the Sponsor's partnerships and relationships with affiliates in the data centre real estate market globally to broaden its access to market opportunities to deliver inorganic growth for Digital Core REIT.

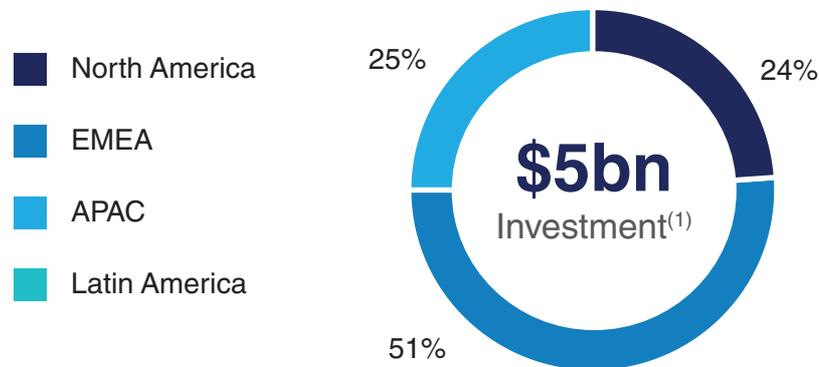
1 Based on total data centre capacity, as measured by the total number of data centres, total customer IT load and total square feet. See also Independent Market Research report.

2 From incorporation till to-date.



- Increasingly global growth opportunity from Sponsor’s development pipeline

This pipeline of projects under various stages of construction and lease-up provides Digital Core REIT a significant opportunity to grow its portfolio through the acquisition of newly-built and high-quality development properties from the Sponsor upon stabilisation. Furthermore, this pipeline represents an opportunity for growth outside of North America as the Sponsor’s developments have increasingly expanded internationally over the past few years. As at 30 June 2021, the Sponsor’s sizable global development pipeline, totalling approximately US\$5 billion when completed, is comprised of 220 MW across 20 metros in EMEA and APAC, or 76% of the Sponsor’s total development pipeline globally.



Note:

(1) Total expected investment figure includes current investment and future funding required of total committed active development.

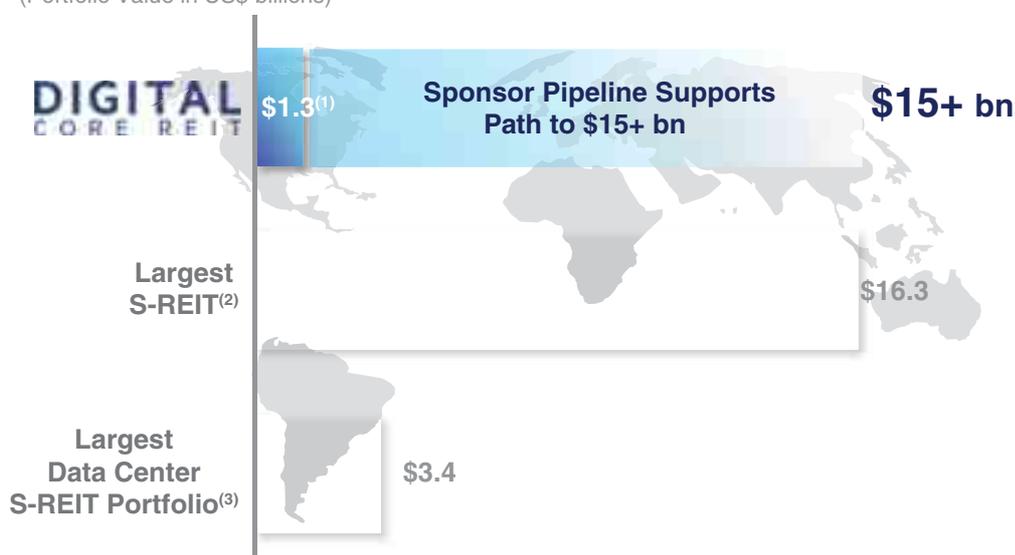
Additionally, the Sponsor’s sizeable landbank of 894 acres across North America, EMEA and APAC also ensures that development pipeline remains steady and positions Digital Core REIT well for further growth well into the future.

- **The Sponsor is committed to the growth and success of Digital Core REIT**

Digital Core REIT is the exclusive S-REIT vehicle of the Sponsor and is the only Singapore REIT sponsored by a global best-in-class pure-play listed data centre owner & operator. The Sponsor is committed to the growth and success of Digital Core REIT, including a US\$390 million, or approximately 39% interest in Digital Core REIT (assuming the Over-Allotment Option is not exercised). The Manager is of the view that Digital Core REIT is expected to benefit from a deep pool of acquisition opportunities through the global right of first refusal (“ROFR”) granted by the Sponsor, thus providing Digital Core REIT immediate access and the opportunity to acquire data centres from the Sponsor’s global platform and strong development pipeline across Americas, EMEA and Asia Pacific. The Sponsor has a potential pipeline of over US\$15 billion of existing and under construction data centres that could fit the global ROFR mandate to support Digital Core REIT’s growth post-IPO. (See “Certain Agreements Relating to Digital Core REIT and the Properties – Co-Investment Agreement” for further details regarding the Sponsor’s intention to co-invest in 10% with Digital Core REIT for future acquisitions.)

Growth Potential

(Portfolio Value in US\$ billions)



Source: Company data and company filings.

Notes: USD/SGD = 0.7373.

- 1) Based 90% interest.
- 2) CapitaLand Integrated Commercial Trust; portfolio value, as at June 30, 2021, is based on carrying value of investment properties, joint ventures at ownership percentages and equity investment at fair value at ownership percentages.
- 3) Mapletree Industrial Trust; portfolio value includes data centre assets only and is based on reported Pro Forma impact as if the acquisition of US\$1.32bn data centre portfolio in the US were completed on March 31, 2021; information based on May 20, 2021 announcement. Acquisition was completed on July 22, 2021.

4. Exclusive Vehicle of Best-in-Class Global Data Centre Sponsor

- **Industry-leading Sponsor with unparalleled global data centre expertise, only data centre S-REIT sponsored by a global best-in-class pure play listed data centre owner and operator**

The Sponsor is the largest owner and operator of data centre providers in the world and has deep and specialised knowledge in the complexities of operating data centres and providing high-performance infrastructure and services. The Sponsor boasts a record of upholding “five-nines” (99.999%) uptime for the facilities owned and operated by them for 14 consecutive years which is particularly significant given data centre customers focus on the highest levels of operational resiliency and minimising downtime. Additionally, the Sponsor’s end-to-end capabilities across the data centre value chain from design & construction to the provisioning of colocation and interconnection solutions allows it to deliver a comprehensive, dedicated product suite to meet customers’ data and connectivity needs. Digital Core REIT will benefit from the Sponsor’s end-to-end capabilities on numerous fronts from acquiring newly developed best in class assets from the Sponsor to evaluating third-party acquisitions to engaging in potential asset enhancements or other value creating activities on its portfolio.

- **Digital Realty is one of the largest listed U.S. REITs with well-established public markets track record and expertise**

Digital Realty has been listed on the New York Stock Exchange for 17 years, is the 6th largest listed U.S. REIT by market capitalisation as at 30 June 2021 and an S&P 500 company. Since listing in 2004, Digital Realty has compiled a proven and well-established public markets track record, raising approximately US\$28 billion of equity capital, more than any other data centre REIT.

As industry experts and thought leaders, the leadership team at the Sponsor will be able to share their insights and experience that have led the Sponsor through a series of transformational transactions resulting in the quadrupling of the Sponsor’s total enterprise value over the past decade and its inclusion into the S&P 500 Index in 2016.

- **Support of global operating platform with significant organisational capabilities**

Digital Core REIT will be supported by a longstanding global operator with significant organisational capabilities and industry recognised leadership. The Sponsor has significant organisational depth, serving 47 markets, across 24 countries and 6 continents. To support its global operations, the Sponsor has more than 3,000 full-time employees throughout the organisation, with global teams focused on design & construction, data centre operations, sales and marketing, asset management, as well as other various public company organisational centres of excellence.

The Sponsor is committed to clean energy, resource conservation, equity and inclusion as well as other sustainable practices, and continues to establish climate impact reduction targets, expand social justice efforts and enhance the diversity of the board. Over the years, the Sponsor’s ESG efforts have been recognised in the data centre industry, having been awarded various accolades. (See “Business and Properties – Competitive Strengths” for further details of the Sponsor’s ESG efforts and accolades.)

ENVIRONMENTAL	SOCIAL	GOVERNANCE
 <p>Recognized #1 in Real Estate Sector by JUST Capital List: "America's Most JUST Companies 2021"</p>	<p>Published EEO-1 report, providing transparency on the racial and gender composition of the U.S. workforce</p>	<p>2021 Formalized ESG oversight under the Nominating & Corporate Governance Committee</p>
 <p>Awarded 2021 Green Lease Leader for third consecutive year</p>	<p>Demonstrated senior leadership and employee commitment to Diversity, Equity & Inclusion; signed CEO Action Pledge for diversity; co-chairing Nareit's diversity initiative</p>	<p>2020 Enhanced Board diversity with the addition of three new Directors</p>
 <p>Named 2021 EPA ENERGY STAR® Partner of the Year for second consecutive year</p>	<p>Adopted the Rooney Rule and amended corporate governance guidelines to clarify that director candidate pools must include candidates with diversity of race, ethnicity and gender</p>	<p>2019 Established proxy access for shareholders and provided shareholders the ability to propose amendments to the bylaws</p> <p>2018</p>
 <p>Committed to reducing Scope 1 and 2 emissions by 68% and Scope 3 emissions by 24% by 2030</p>	<p>Led disaster recovery assistance and community reinvestment programs; committed to enhancing the well-being of shareholders, customers, employees, vendors, and communities</p>	<p>2015 Instituted minimum stock ownership requirements for directors and management</p>

- **Management team and board of directors comprised of longstanding Sponsor's team members with extensive data centre experience, as well as real estate and finance industry veterans serving as independent directors**

Digital Core REIT's management team and board of directors is comprised of experienced senior professionals with extensive data centre, finance and capital markets expertise from the Sponsor, as well as highly respected independent directors with experience in real estate investment, finance, accounting, and capital markets. The Manager is of the view that this will help ensure a seamless transition in the operations of the IPO Portfolio, enhanced partnership to grow Digital Core REIT and longevity in the commitment from the Sponsor, as well as expertise from seasoned, independent directors with public company expertise.

The CEO, Mr John Stewart, and CFO, Mr Daniel Tith, of Digital Core REIT have been with the Sponsor for 8 and 6 years, respectively, with growing management responsibilities including leadership of global Investor Relations, Tax, and Treasury departments by the CEO and the merger integration and EMEA Finance leadership by the CFO. The CEO will be based in the United States in close proximity to the Sponsor's global leadership, while the CFO, Director of Capital Markets and Senior Finance Manager will be based in Singapore.

The Digital Core REIT board is also comprised of long-term senior leadership from the Sponsor, including the Chairman who has been with the Sponsor for over 8 years and is part of the Sponsor's Global Executive Leadership team. The directors from the Sponsor are complemented by several highly respected, independent directors with distinguished track records in real estate investment, corporate finance and public capital markets.

Digital Core REIT Management and Board of Directors

EXECUTIVE OFFICERS

 John Jeremy Stewart <small>Chief Executive Officer</small> 21+ YRS <small>Industry Experience</small> 8 YRS <small>Digital Realty</small> <small>Senior Vice President, Investor Relations, Tax & Treasury</small> <small>Previous Worked For</small> 	 Daniel Tith <small>Chief Financial Officer</small> 10+ YRS <small>Industry Experience</small> 6 YRS <small>Digital Realty</small> <small>Head of EMEA Finance</small> <small>Previous Worked For</small> 	 Chris Cheo <small>Senior Finance Manager</small> 13+ YRS <small>Industry Experience</small> <small>Previous Worked For</small> 	 Mabel Tan Shu Fang <small>Director of Capital Markets & IR</small> 9+ YRS <small>Industry Experience</small> 1 YR <small>Digital Realty</small> <small>Senior Treasury Manager</small> <small>Previous Worked For</small> 
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BOARD OF DIRECTORS

 Jeffrey Tapley 21+ YRS <small>Industry Experience</small> <small>Managing Director, EMEA</small> <small>Previous Worked For</small> 	 John Herbert 25+ YRS <small>Industry Experience</small> <small>Lead Independent Non-Executive Director</small> <small>Previous Worked For</small> 	 David Lucey 25+ YRS <small>Industry Experience</small> <small>Senior Vice President Portfolio Management</small> <small>Previous Worked For</small> 	 Tan Jeh Wuan 30+ YRS <small>Industry Experience</small> <small>Independent Non-Executive Director</small> <small>Previous Worked For</small> 	 Tsui Kai Chong 30+ YRS <small>Industry Experience</small> <small>Independent Non-Executive Director</small> <small>Previous Worked For</small> 
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Source: Company data.

- **Strong alignment of interest between the Sponsor and Unitholders**

The Sponsor is fully committed to supporting the growth and success of Digital Core REIT as a highly strategic capital partner. The strong alignment of interest of the Sponsor and the Unitholders is demonstrated in the following ways:

- o **Digital Core REIT Ownership:** The Sponsor will be the largest unitholder of Digital Core REIT with a US\$390 million or approximately 39% ownership stake as at Listing Date (assuming the Over-Allotment Option is not exercised)
- o **Direct Asset Ownership:** The assets comprising the IPO portfolio are core to the Sponsor's investment strategy, and the Sponsor will retain a 10% direct ownership stake in the Digital Core REIT properties at IPO
- o **Ownership & Compensation of Manager and the Property Managers:** The Sponsor will own 100% of the Manager and the Property Managers. The Manager will receive 100% of its compensation in Units for the Forecast Year 2022 and Projection Year 2023
- o **Dedicated Management Team:** Digital Core REIT will have a full-time, dedicated management team comprised of longstanding Digital Realty team members with extensive data centre, real estate and finance expertise, ensuring continuity and Sponsor commitment
- o **Access to Sponsor Pipeline through Global ROFR:** The Sponsor is providing a ROFR to Digital Core REIT for assets majority owned by the Sponsor globally which fit Digital Core REIT's investment mandate

5. Balance Sheet and Initial Scale Positioned for Substantial Growth

- **Significantly lower gearing than S-REIT peers, potential to fuel growth prospects**

As at the Listing Date, Digital Core REIT is expected to have an Aggregate Leverage of approximately 27.0%, which is significantly below peers. This also gives it US\$160 million, US\$424 million and US\$596 million of debt headroom to 35%, 45% and 50% gearing, respectively, to fund post-IPO investments.



Source: Company data and company filings.

- 1) Simple average of Keppel DC REIT, Mapletree Industrial Trust and Ascendas REIT's latest available gearing.
- 2) Mapletree Industrial Trust gearing is based on financials as at September 30, 2021.
- 3) Ascendas REIT gearing is based on financials as at September 30, 2021; not inclusive of S\$207.8mm acquisition of the eleven last mile US logistics properties announced on October 22, 2021; not inclusive of issue of HKD950,000,000 2.63%, announced on November 1, 2021.
- 4) Keppel DC REIT gearing is based on financials as at September 30, 2021.
- 5) Based on average size of the individual assets of the current portfolio.

The Manager believes that Digital Core REIT's conservative capital structure provides a buffer against potential volatility in the debt financing markets, while positioning Digital Core REIT with significant debt headroom to effectively execute potential future acquisitions on attractive terms.

Digital Core REIT's debt facility at IPO is denominated in USD and has a loan tenure of 5 years. With Bank of America, N.A., Citi, and DBS as Digital Core REIT's financing partners, the Manager believes that Digital Core REIT will have sufficient and diversified access to capital for potential post-IPO acquisitions to deliver growth for Unitholders.

- **Initial scale positioned for outsized growth relative to industry leading pipeline**

The initial scale of the IPO Portfolio positions Digital Core REIT for outsized growth with an industry leading acquisition pipeline from the Sponsor. The typical size of high-quality data centre assets, such as the average size of the individual assets of the current portfolio of US\$144 million, creates the opportunity to provide for substantial enterprise and DPU growth over time. This dynamic coupled with an industry leading data centre pipeline presented under the global ROFR provides for an extensive runway of potentially outsized growth.

- **Leverage the Sponsor’s stellar track record of accessing multiple capital sources and delivering shareholder returns**

The Sponsor has a highly distinguished track record of supporting the growth of its business through innovative access to diverse capital sources. Over the last 17 years, the Sponsor has accessed the full menu of capital, including both public and private equity sources as well as debt across numerous currencies. Digital Core REIT will be able to leverage the Sponsor’s stellar track record which includes raising approximately US\$28 billion of equity capital since IPO while generating a total shareholder return of 2,634%. Additionally, the Sponsor has maintained strong investment grade ratings as at 30 June 2021 (S&P Global: BBB; Moody’s: Baa2; Fitch: BBB) while funding its growth with the issuance of US\$13 billion of debt capital across US Dollar, Sterling, Euro, and Swiss Franc, as well as global, multi-currency revolving and term credit facilities. The Sponsor’s highly regarded stewardship of capital and significant relationships with numerous financial institutions will also benefit Digital Core REIT.



Source: Company data.

1) Factset as of November 17, 2021. Based on the compound total return, with dividends reinvested by default on the exdate.

6. Superior Total Return Profile¹

- (i) **Total return of 10.01% comprising distribution yield of 4.75% for Forecast Year 2022 and DPU growth of 5.26% from Forecast Year 2022 to Projection Year 2023**

Digital Core REIT offers an attractive distribution yield of 4.75% for Forecast Year 2022 and 5.00% for Project Year 2023 with a superior total return of 10.01%, with nearly 100% of Base Rental Income for Forecast Year 2022 and Projection Year 2023 derived from existing contractual leases.

¹ Total return is a measure of investment returns and includes distributions and increase in unit price. For REITs, where distributions are relatively stable over a long term, the annual DPU growth rate is a proxy for the appreciation in unit price, assuming the REIT’s trading distribution yield remains unchanged. Total return for a year is defined as the distribution yield for the year plus the DPU growth from this year to the following year.

(ii) A unique investment opportunity to invest in the early innings of a data centre S-REIT backed by a global sponsor primed for growth at attractive returns

Digital Core REIT offers investors a unique investment opportunity to invest in the early innings of a S-REIT which is the exclusive S-REIT vehicle of the Sponsor and is the only Singapore REIT sponsored by a global best-in-class pure-play listed data centre owner and operator. Digital Core REIT is also the only 100% freehold data centre S-REIT. The initial IPO Portfolio is comprised of 100% freehold and high quality, mission-critical assets fully integrated into PlatformDIGITAL®, the Sponsor's global data centre platform.

While the data centre industry continues to benefit from significant secular tailwinds of growth and demand, high quality investment opportunities remain scarce and shrinking. The Sponsor is committed to the long-term growth and success of Digital Core REIT by providing a global ROFR on the Sponsor's industry leading and rapidly growing pipeline of core data centres, providing Digital Core REIT a growth opportunity to capitalise on the industry leading investment pipeline of data centres globally. Furthermore, the Digital Core REIT balance sheet with significantly lower gearing than S-REIT peers and initial scale positions the company for substantial growth from capitalising on this pipeline.

Moreover, entry valuation is highly attractive at approximately 1.0 times price to NAV as at Listing Date. Digital Core REIT also offers an attractive distribution yield of 4.75% for Forecast Year 2022 and superior total return of 10.01%, with nearly 100% of Base Rental Income for Forecast Year 2022 and Projection Year 2023 derived from existing contractual leases.

KEY STRATEGIES

The Manager will seek to achieve Digital Core REIT's key objectives through the following strategies:

- **Proactive asset management and asset enhancement strategy** – The Manager will actively manage Digital Core REIT's property portfolio with the objectives of achieving growth in gross revenue and net property income, maintaining optimal occupancy levels and facilitating asset enhancement opportunities. The Manager will look to drive organic growth, build strong relationships with the customers of the Properties and seek enhancement and growth opportunities within the existing Properties.
- **Investments and acquisition growth strategy** – The Manager will seek to achieve portfolio growth through the acquisition of quality income-producing properties that fit within Digital Core REIT's investment strategy to enhance the return to Unitholders and to pursue opportunities with future income and capital growth. In executing this strategy, the Manager will endeavour to acquire data centre properties situated in growth markets for data centres that cater to population and infrastructure growth.
- **Capital management strategy** – The Manager will endeavour to employ an appropriate mix of debt and equity in financing acquisitions and will adopt financing policies to optimise risk-adjusted returns to Unitholders.

CERTAIN INFORMATION ON THE PROPERTIES IN THE IPO PORTFOLIO

The table below sets out certain information on the IPO Portfolio as at 30 June 2021, unless otherwise stated:

Name of Property	Market	Land Tenure	Completion Year ⁽⁵⁾	Year of Last Refurbishment ⁽⁵⁾	NRSF (sq. ft.)	No. of Customers	Occupancy (%)	FY2022E Net Property Income (US\$ mm)	WALE by Base Rental Income for the month of June 2021 (years)	Valuation by Newmark ⁽¹⁾ (US\$ mm) (Based on 100%)	Valuation by Cushman ⁽¹⁾ (US\$ mm) (Based on 100%)	Appraised Valuation (US\$ mm) (Based on 100%)	Appraised Valuation Cap Rate ⁽²⁾	Purchase Consideration (US\$ mm) (Based on 90% Interest)
44520 Hastings Drive (ACC3)	Northern Virginia, U.S.	Freehold	2006	Nil	147,000	1	100%	15.9	3.9	318.0	318.0	318.0	4.89%	286.2
8217 Linton Hall Road (VA4)	Northern Virginia, U.S.	Freehold	2000	Nil	230,000	1	100%	11.3	4.0	220.0	261.0	261.0	4.26%	234.9
43831 Devin Shafron Drive (Bldg. C)	Northern Virginia, U.S.	Freehold	2001	Nil	117,071	1	100%	1.8	4.8	43.0	50.1	50.1	3.42%	45.1
3011 Lafayette Street	Silicon Valley, U.S.	Freehold	2000	2007	90,780	4	100%	7.7	3.7	150.0	185.0	185.0	3.37%	166.5
1500 Space Park Drive	Silicon Valley, U.S.	Freehold	1977	2008	51,615	1	100%	5.9	13.2	102.0	113.0	113.0	5.56%	101.7
2401 Walsh Avenue	Silicon Valley, U.S.	Freehold	1973	2001	167,932	1	100%	4.9	11.7	107.0	112.0	112.0	3.85%	100.8
2403 Walsh Avenue	Silicon Valley, U.S.	Freehold	1996	2000	103,940	1	100%	3.1	11.7	67.0	69.2	69.2	3.92%	62.3
200 North Nash Street	Los Angeles, U.S.	Freehold	1976	2000	113,606	1	100%	3.2	11.7	62.0	71.1	71.1	3.93%	64.0
3015 Winona Avenue	Burbank (Los Angeles), U.S.	Freehold	1991	1999	82,911	1	100%	2.6	13.6	49.0	57.8	57.8	3.92%	52.0
371 Gough Road	Toronto, Canada	Freehold	1980	2015	104,308	6	100% ⁽³⁾	10.6	5.5	182.0	203.3	203.3	4.03%	183.0
Total/Average/Weighted Average					1,209,163	18	100%	66.9	6.2	1,300.0⁽⁴⁾	1,440.5	1,440.5	4.25%	1,296.5

Notes:

- (1) Valuations are based on 100% and as at the respective valuation dates.
- (2) Based on net property income for the Forecast Year 2022 (excluding straight-line rental adjustments) and Appraised Valuation.
- (3) Excludes 11,500 square feet of empty shell space not feasible to build out as data centre capacity. Given the high security and confidential nature of data centres, it would be impractical to lease out the empty shell space for an alternative use. As the occupancy rate is meant to portray an accurate representation of leasable capacity available for rent, the empty shell space was excluded from the occupancy calculation. If the empty shell space was included, the occupancy rate for 371 Gough Road would be 90% as of 30 June 2021.
- (4) The US\$1,300 million represents a summation of all the valuations of each Property without any portfolio premium. Newmark has also valued the entire IPO Portfolio at US\$1,450 million, including an 11.5% portfolio premium, reflecting the fact that, "there is a portfolio premium in the data centre industry that reflects the increasing level of demand from a wide range of investors".
- (5) Buildings and related structure components have a useful life of 50 or more years. Core mechanical and electrical systems as well as fire-life-safety systems have an average useful life of over 20 years. Furthermore, these are critical assets and are maintained and repaired on a regular basis which the Manager believe prolongs the average useful lives noted above.

A brief overview of the IPO Portfolio is set out below.

Northern Virginia

- **44520 Hastings Drive (ACC3):** Fully-leased, approximately 147,000-square foot hyperscale data centre on the Sponsor's Ashburn Corporate Campus in the thick of the "data centre alley" in Loudoun County, Virginia.
- **8217 Linton Hall Road (VA4):** Fully-leased, approximately 230,000-square foot hyperscale data centre located in Prince William County, Virginia.
- **43831 Devin Shafron Drive (Bldg. C):** Fully-leased, approximately 117,071-square foot powered shell hyperscale data centre on the Sponsor's Digital Loudoun Campus in Loudoun County, Virginia.

Northern California (Silicon Valley)

- **3011 Lafayette Street:** Fully-leased, approximately 90,780-square foot hyperscale data centre located in the heart of Silicon Valley near Highway 101.
- **1500 Space Park Drive:** Fully-leased, approximately 51,615-square foot powered shell colocation facility located near Highway 101 and multiple sub-stations on the cost-effective Silicon Valley Power grid.
- **2401 Walsh Avenue:** Fully-leased, approximately 167,932-square foot powered shell colocation facility located near major highways and major transportation networks such as the Valley Transportation Authority light rail and the San Jose International Airport.
- **2403 Walsh Avenue:** Fully-leased, approximately 103,940-square foot powered shell colocation facility located near major highways and major transportation networks such as the Valley Transportation Authority light rail and the San Jose International Airport.

Los Angeles

- **200 North Nash Street:** Fully-leased, approximately 113,606-square foot powered shell colocation facility within the El Segundo data centre cluster in close proximity to the Los Angeles International Airport.
- **3015 Winona Avenue:** Fully-leased, approximately 82,911-square foot powered shell colocation facility situated in the media and entertainment capital of the world in Burbank, California.

Toronto

- **371 Gough Road:** Fully-leased, approximately 104,308-square foot multi-tenant data centre strategically located in the high-tech capital of Canada (Markham, Ontario) and approximately 17 miles north of the financial district in downtown Toronto.

(See "Business and Properties" for further details.)

STRUCTURE OF DIGITAL CORE REIT

Digital Core REIT

Digital Core REIT was constituted on 10 November 2021. It is principally regulated by the SFA, the Code on Collective Investment Schemes issued by the MAS (“**CIS Code**”), including Appendix 6 of the CIS Code (the “**Property Funds Appendix**”), other relevant regulations and the Trust Deed.

The sponsor of Digital Core REIT is Digital Realty Trust, L.P. (the “**Sponsor**”), the operating partnership subsidiary of Digital Realty Trust, Inc. (NYSE: DLR), a company listed on the New York Stock Exchange. (See “The Sponsor” for further details.)

The Manager: Digital Core REIT Management Pte. Ltd.

Digital Core REIT Management Pte. Ltd. is the manager of Digital Core REIT. The Manager was incorporated in Singapore under the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”) on 2 July 2021. It has an issued and paid-up capital of US\$1,000,000. Its principal place of business is located at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315. The Manager is a wholly-owned subsidiary of the Sponsor.

The Manager has been issued a capital markets services licence (“**CMS Licence**”) for REIT management pursuant to the SFA on 26 November 2021.

The Manager has general powers of management over the assets of Digital Core REIT. The Manager’s main responsibility is to manage Digital Core REIT’s assets and liabilities for the benefit of Unitholders. The Manager will set the strategic direction of Digital Core REIT and give recommendations to the Trustee on the acquisition, divestment, development and/or enhancement of assets of Digital Core REIT in accordance with its stated investment strategy.

The Manager will provide, among others, the following services to Digital Core REIT:

- **Investment:** Formulating Digital Core REIT’s investment strategy, including determining the location and other characteristics of Digital Core REIT’s property portfolio. Overseeing the negotiations and providing the supervision in relation to investments of Digital Core REIT and making final recommendations to the Trustee.
- **Asset management:** Formulating Digital Core REIT’s asset management strategy, including determining the customer mix, asset enhancement works and rationalising operation costs. Providing the supervision in relation to asset management of Digital Core REIT and making final recommendations to the Trustee on material matters.
- **Capital management:** Formulating the plans for equity and debt financing for Digital Core REIT’s property acquisitions, distribution payments, expense payments and property maintenance payments. Executing the capital management plans, negotiating with financiers and underwriters and making final recommendations to the Trustee.
- **Accounting:** Preparing accounts, financial reports and annual reports for Digital Core REIT on a consolidated basis.
- **Compliance:** Making all regulatory filings on behalf of Digital Core REIT and assisting Digital Core REIT, using its commercially reasonable best efforts, in complying with the applicable provisions of the relevant legislation pertaining to the location and operations of Digital Core REIT, the Listing Manual of the SGX-ST (the “**Listing Manual**”), the SFA, the CIS Code (including the Property Funds Appendix), the Singapore Code on Take-overs and Mergers (the “**Take-Over Code**”), the Trust Deed, the CMS Licence, any tax ruling and all relevant contracts.
- **Investor relations:** Communicating and liaising with investors, analysts and the investment community.

(See “The Manager and Corporate Governance – The Manager of Digital Core REIT” for further details.)

The Trustee: Perpetual (Asia) Limited

The trustee of Digital Core REIT is Perpetual (Asia) Limited. It is a company incorporated in Singapore on 30 December 2005 with a paid-up capital of S\$9,024,811 as at the Latest Practicable Date. It is an indirect wholly-owned subsidiary of Perpetual Limited, one of the largest independent trustees in Australia and is listed on the Australian Securities Exchange. The Trustee is licenced as a trust company under the Trust Companies Act, Chapter 336 of Singapore (the “**Trust Companies Act**”). It is approved to act as a trustee for authorised collective investment schemes under Section 289(1) of the SFA and is regulated by the MAS. It also holds a capital markets services licence for the provision of custodial services for securities. The Trustee acts as trustee to Singapore-listed REITs, unit trusts, private funds and trustee to institutional and retail debt issues including bonds and notes. Its registered office is located at 8 Marina Boulevard, #05-02 Marina Bay Financial Centre, Singapore 018981.

The Trustee holds the assets of Digital Core REIT on trust for the benefit of Unitholders, safeguards the rights and interests of Unitholders and exercises all the powers of a trustee and the powers accompanying ownership of the properties in Digital Core REIT. (See “The Formation and Structure of Digital Core REIT – The Trustee” for further details.)

The Property Managers

Under each Property Management and Leasing Agreement (each, a “**Property Management Agreement**”), the relevant Property Manager will conduct the day-to-day management, operation, maintenance, leasing and servicing of the relevant Property, including negotiation, administration and enforcement of leases, collection of rents, preparation and submission of proposed annual plans for review and approval, maintenance and repair of the relevant Property, negotiation and administration of other contracts, liaising with insurance carriers for processing of claims and other matters, monitoring of Property accounts, maintenance of books and records, and compliance by the relevant Property with applicable laws. The relevant Property Manager will act within the approved annual plan for each Property, subject to certain permitted variances and (to the extent authorised by the relevant SPE owner) any established guidelines. It should be noted that each Property Manager would be a wholly-owned subsidiary of the Sponsor. (See “The Manager and Corporate Governance – The Property Managers” and “Certain Agreements Relating to Digital Core REIT and the Properties – Property Management Agreements” for further details.)

The Asset Managers

Under the Asset Management Agreements, the Manager has engaged Digital Realty Property Manager, LLC (in such capacity, the “**U.S. Asset Manager**”) and Digital Realty Canada, Inc. (in such capacity, the “**Canadian Asset Manager**”) and, together with the U.S. Asset Manager, the “**Asset Managers**”) to perform certain asset management functions of the Manager, including those relating to asset management, acquisitions and divestitures, investments, property-level financing, accounting, legal and compliance. The U.S. Asset Manager provides such services to the U.S. JVs and their subsidiaries under the U.S. Asset Management Agreement, subject to the direction of and supervision by the board of directors of the Parent U.S. REIT. The Canadian Asset Manager provides such services to the Canadian JV and its subsidiary under the Canadian Asset Management Agreement, subject to the direction of and supervision by the board of directors of the Canadian JV.

As the Asset Management Agreements are outsourcing arrangements, (i) there would be minimal or no overlap in the roles and responsibilities of the Manager *vis-à-vis* the Asset Managers; and (ii) the fees paid to the Manager would be reduced by an amount equal to the fees paid to the Asset Managers under the Asset Management Agreements (prior to giving effect to the gross-up of fees paid by the Canadian JV). Accordingly, there would be no double counting of fees. For the avoidance of doubt, the fees payable to the Asset Managers will not exceed the fees which the Manager is entitled to receive under the Trust Deed (subject to above-mentioned gross-up). (See “The Manager and Corporate Governance – The Property Managers” and “Certain Agreements Relating to Digital Core REIT and the Properties – Asset Management Agreements” for further details.)

For the avoidance of doubt, there is no overlap in the roles of the Property Managers pursuant to the Property Management Agreement and the Asset Managers pursuant to the Asset Management Agreement. The teams that are providing the property management services would be different from the teams providing asset management services in Digital Realty Property Manager, LLC and Digital Realty Canada, Inc.

Overview of Digital Core REIT’s Structure

Digital Core REIT is investing in the Properties located in the U.S. by indirectly owning 100% of the common shares of Digital CR US REIT, Inc., a Maryland corporation (the “**Parent U.S. REIT**”), which will elect to be treated as a U.S. REIT beginning with its taxable year ending 31 December 2021. After giving effect to the Closing, the Parent U.S. REIT will own a 90.0% membership interest in multiple limited liability companies constituted in the U.S. (the “**U.S. JVs**,” and each, a “**US JV**”), and the remaining 10.0% interest in each U.S. JV will be owned by a wholly-owned subsidiary of the Sponsor. After giving effect to the Closing, each U.S. JV will own a 100% membership interest in a limited liability company (each, a “**U.S. SPE**,” and collectively, the “**U.S. SPEs**”) and each U.S. SPE will own a Property in the U.S.

Digital Core REIT is investing in the Property in the IPO Portfolio located in Canada (i.e. 371 Gough Road) through its 100% ownership of the ordinary shares of Singapore Sub 3. After giving effect to the Closing, Singapore Sub 3 will own a 90.0% membership interest in a limited liability company constituted in the U.S. (the “**Canadian JV**,” and, collectively with the U.S. JVs, the “**JVs**,” and each, a “**JV**”), with the remaining 10.0% interest in the Canadian JV held by a wholly-owned subsidiary of the Sponsor. The Canadian JV owns all of the shares of a Canadian corporation (such entity, the “**Canadian SPE**” and together with the U.S. SPEs and any entity that may be acquired or formed by Digital Core REIT in the future that owns a data centre property, are referred to collectively as “**SPEs**”), and the Canadian Property is held by the Canadian SPE on behalf of the Canadian JV.

The organisational documents of each U.S. JV and U.S. SPE will allow for the possibility that such U.S. JV or U.S. SPE may elect to be treated as a U.S. REIT (such U.S. JV or U.S. SPE upon such election referred to as a “**Springing REIT**”) if such election is desirable in the opinion of the relevant U.S. JV’s board of directors. If Digital Core REIT desires to dispose of any one of the Properties, the exit can be structured as a sale of the interests of a Springing REIT which (directly or indirectly) owns the Property rather than a sale of the underlying real property, with the goal of simplifying legal transfer and eliminating certain otherwise applicable U.S. taxes on the transaction.

Governance of JVs

The Canadian JV and each U.S. JV will each be governed by a board of directors, which is the governing body responsible for the conduct of the business and affairs of the joint venture, subject to the requirement for unanimous member consent for reserved matters. Under the terms of the governing documents for the Canadian JV and each such U.S. JV, the directors appointed by Singapore Sub 3 or the Parent U.S. REIT (as applicable) will collectively be entitled to 90% of the vote, and the director(s) appointed by the Sponsor will collectively be entitled to 10% of the vote, reflecting each party's equity interest in the relevant U.S. JV or Canadian JV. Therefore, even if only one director designated by Singapore Sub 3 or the Parent U.S. REIT (as applicable) attends a board meeting, such director will be entitled to exercise 90% of the board vote. Actions by the board of directors shall require the affirmative vote of directors representing more than 50% of the vote, subject to the requirement for unanimous consent of the members of the Canadian JV and the U.S. JVs for reserved matters. The reserved matters only allow a minority holder to block the specified major decision.

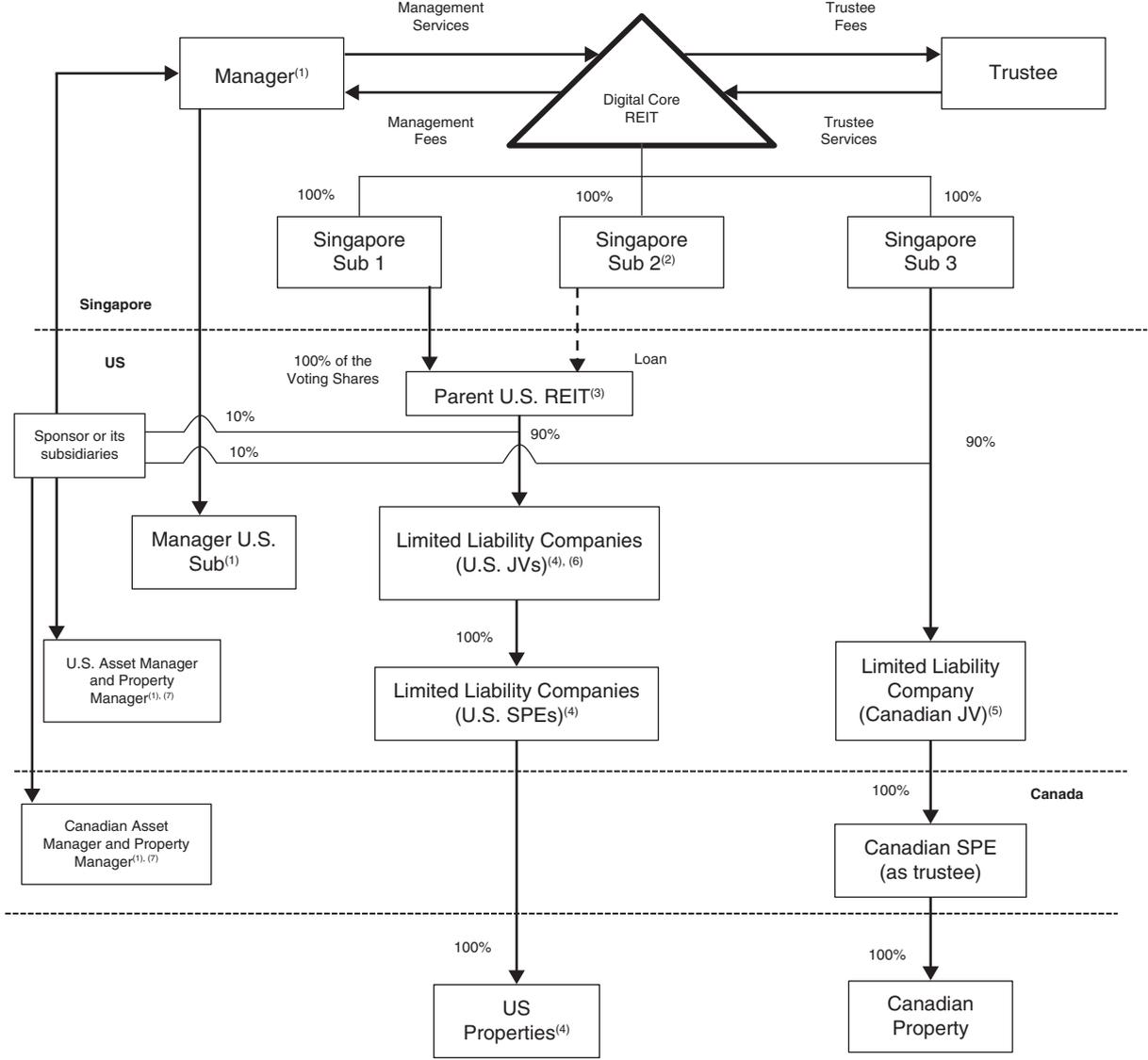
Digital Core REIT will have oversight over the U.S. JVs and the Canadian JV via the directors appointed by Parent U.S. REIT and Singapore Sub 3 to the board of directors of each JV, and Digital Core REIT will have oversight of the U.S. SPEs and Canadian SPE via the U.S. JVs and the Canadian JV, respectively.

Governance of Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3

The sole director of Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 is Daniel Tith and the sole director of Parent U.S. REIT is John Stewart.

Digital Core REIT will have oversight over Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 via the directors appointed by Digital Core REIT which is the sole shareholder of these companies to the board of directors of each of Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3.

The following diagram illustrates the relationship, among others, between Digital Core REIT, the Manager, the Trustee, the Asset Managers, the Property Managers and the Unitholders as at the Listing Date:



Notes:

- (1) The Manager wholly-owns the Manager US Sub. The Manager has organised the Manager US Sub so that to the extent activities of the Manager, including under the Asset Management Agreements, would be required to be performed within the U.S. and Canada, those activities will be delegated to the Manager US Sub.
- (2) If interest paid by a U.S. borrower to a non-U.S. person qualifies for the Portfolio Interest Exemption, such interest will not be subject to U.S. federal income tax or withholding tax. Singapore Sub 2 is being established, among other reasons, to extend a loan to the Parent U.S. REIT, and in order for the Portfolio Interest Exemption to apply to payments of interest on such loan, among other requirements, Singapore Sub 2 must not hold a 10%-or-greater equity interest in the Parent U.S. REIT.
- (3) Approximately 125 preferred shares are proposed to be issued by Parent U.S. REIT to parties who are not related to the Sponsor with a coupon of 12%. The preferred shares will be non-voting, non-participating and redeemable at the option of Parent U.S. REIT. The terms of the preferred shares are in accordance with customary terms offered to other similar preferred shareholders (i.e., third party holders who hold preferred shares to facilitate compliance with the 100-shareholder test) of U.S. REITs. The Articles of Incorporation for Parent U.S. REIT contains provisions that ensure that this 100-shareholder requirement is continuously met at all times required under U.S. tax rules applicable to U.S. REITs. The Parent U.S. REIT is able to ensure that it has at least 100 shareholders because it will issue a single share of preference share to each of 100-125 holders and the only redemption provisions for these shareholders are entirely within the control of the Parent U.S. REIT. In addition, to ensure that the Parent U.S. REIT

has at least 100 shareholders, the Articles of Incorporation of the Parent U.S. REIT provides that any transfer of shares that would cause there to be fewer than 100 beneficial owners of shares is null and void ab initio. Transfers of shares are not effective until the transferor and transferee deliver to the board of directors of the Parent U.S. REIT an instrument in form and substance satisfactory to the board of directors representing that the transfer complies with applicable law and the Articles of Incorporation. In addition, the Parent U.S. REIT has the right to require all record and beneficial owners of shares to provide such information as the Parent U.S. REIT may reasonably request to ascertain compliance with the restrictions of the Articles of Incorporation and the beneficial owners of the shares. A third-party services provider will assist the Parent U.S. REIT with complying with the 100-shareholder requirement.

- (4) The Parent U.S. REIT would hold 90% of each U.S. JV with a wholly-owned subsidiary of the Sponsor holding the other 10% of each U.S. JV. Each U.S. JV would hold 100% of a U.S. SPE, and each such U.S. SPE would hold one Property.
- (5) Singapore Sub 3 would hold 90% of the Canadian JV with a wholly-owned subsidiary of the Sponsor holding the other 10% of the Canadian JV. The Canadian JV holds 100% of the Canadian SPE, and the Canadian Property is held by the Canadian SPE on behalf of the Canadian JV (i.e. the registered legal owner of the Property is the Canadian SPE and the beneficial owner of the Property is the Canadian JV).
- (6) A taxable REIT subsidiary, which is treated as a corporation for U.S. tax purposes, will be formed to assist the Parent U.S. REIT in meeting certain REIT qualification requirements.
- (7) Pursuant to the Asset Management Agreements and Property Management Agreements, Digital Realty Property Manager, LLC, a wholly-owned subsidiary of the Sponsor, will be the asset manager and property manager for the U.S. Properties and Digital Realty Canada, Inc., a wholly-owned subsidiary of the Sponsor, will be the asset manager and property manager for the Canadian Property.

CERTAIN FEES AND CHARGES

The following is a summary of the amount of certain fees and charges payable by the Unitholders in connection with the subscription for or trading of the Units (so long as the Units are listed):

	Payable by the Unitholders directly	Amount payable
(a)	Subscription fee or preliminary charge	N.A. ⁽¹⁾
(b)	Realisation fee	N.A. ⁽¹⁾
(c)	Switching fee	N.A. ⁽¹⁾
(d)	Any other fee	Investors in the Placement Tranche may be required to pay brokerage of up to 1.0% of the Offering Price. An administration fee is payable for each application made through automated teller machines (“ATM”) and the internet banking websites of the Participating Banks (as defined herein). For trading of the Units, investors will pay prevailing brokerage commissions (if applicable) and a clearing fee for trading of the Units on the SGX-ST at the rate of 0.0325% of the transaction value, subject to Goods and Services Tax (“GST”) chargeable thereon.

Note:

- (1) As the Units will be listed and traded on the SGX-ST, and Unitholders will have no right to request that the Manager redeem their Units while the Units are listed, no subscription fee, preliminary charge, realisation fee or switching fee is payable in respect of the Units.

The following is a summary of certain fees and charges payable by Digital Core REIT or subsidiaries in connection with the establishment and on-going management and operation of Digital Core REIT and its subsidiaries:

	Payable by Digital Core REIT	Amount payable
(a)	Management Fee (payable to the Manager)	<p>Base Fee</p> <p>Pursuant to Clause 15.1.1 of the Trust Deed, 0.5% per annum of the value of Digital Core REIT's Deposited Property.</p> <p>Performance Fee</p> <p>Pursuant to Clause 15.1.2 of the Trust Deed, 3.5% of Digital Core REIT's net property income in the relevant financial year (calculated before accounting for the Performance Fee in that relevant financial year).</p> <p>Management Fee to be paid in cash or Units</p> <p>The Base Fee and Performance Fee (together, the "Management Fee") are payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager.</p> <p>For the Forecast Year 2022 and the Projection Year 2023, the Manager has elected to receive 100% of the Base Fee and Performance Fee in the form of Units.</p> <p>The fees paid to the Manager would be reduced by an amount equal to the fees paid to the Asset Managers pursuant to the Asset Management Agreements (prior to giving effect to the gross-up of fees paid by the Canadian JV). Accordingly, there would be no double counting of fees. For the avoidance of doubt, the fees payable to the Asset Managers will not exceed the fees which the Manager is entitled to receive under the Trust Deed (subject to above-mentioned gross-up).</p>
(b)	Trustee's Fee	<p>Pursuant to Clause 15.4 of the Trust Deed, the Trustee's fee shall not exceed 0.015% per annum of the value of the Deposited Property, subject to a minimum amount of S\$15,000 per month, excluding out-of-pocket expenses and GST. The Trustee's fee is accrued daily and will be paid monthly in arrears in accordance with the Trust Deed.</p> <p>The actual fee payable will be determined between the Manager and the Trustee from time to time.</p>

	Payable by Digital Core REIT	Amount payable
(c)	Any other substantial fee or charge (<i>i.e.</i> 0.1% or more of Digital Core REIT's asset value)	
	<i>Payable to the Manager or its nominee</i>	
	(i) Acquisition Fee	<p>Pursuant to Clause 15.2.1 of the Trust Deed, 1.0% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none"> the acquisition price of any real estate purchased, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any other payments¹ in addition to the acquisition price made by Digital Core REIT or its SPVs to the vendor in connection with the purchase of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); the underlying value² of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate purchased by Digital Core REIT, whether directly or indirectly through one or more SPVs (plus any additional payments made by Digital Core REIT or its SPVs to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); or the acquisition price of any investment purchased by Digital Core REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate, <p>(the "Acquisition Fee").</p>

1 "Other payments" refer to additional payments to the vendor of the asset, for example, where the vendor has already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if Digital Core REIT acquires an SPV which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity paid by Digital Core REIT as the purchase price and any debt of the SPV.

	Payable by Digital Core REIT	Amount payable
		<p>For the avoidance of doubt, the acquisition price, or as the case may be, the acquisition value, shall take into account any completion or other price or value adjustment to be made post-completion. The Acquisition Fee is payable in respect of any acquisition of real estate assets to both third parties and interested parties.</p> <p>For the purpose of the Acquisition Fee, equity interests include all classes and types of equity securities relating to real estate which shall, for the avoidance of doubt, exclude any investment in debt securities of any property corporation or other SPV owning or acquiring real estate.</p> <p>The Acquisition Fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager. Under the Property Funds Appendix, in respect of any acquisition of real estate assets from interested parties, such a fee will be in the form of Units issued by Digital Core REIT at prevailing market price(s). Such Units may not be sold within one year from the date of their issuance.</p> <p>Any payment to third party agents or brokers in connection with the acquisition of any assets of Digital Core REIT (other than to the Asset Managers) shall be paid to such persons out of the Deposited Property of Digital Core REIT or the assets of the relevant SPV, and not out of the Acquisition Fee received or to be received by the Manager.</p> <p>An acquisition fee (“IPO Acquisition Fee”) of 1.0% of the acquisition price the IPO Portfolio (pro-rated for Digital Core REIT’s 90% interest in the IPO Portfolio) is payable to the Manager on the Listing Date for the acquisition of the IPO Portfolio. The IPO Acquisition Fee payable to the Manager in respect of the IPO Portfolio will be paid in Units on or after the Listing Date (the “IPO Acquisition Fee Units”). The IPO Acquisition Fee Units may not be sold within one year from the date of their issuance.</p>

	Payable by Digital Core REIT	Amount payable
	(ii) Divestment Fee	<p>Pursuant to Clause 15.2.1 of the Trust Deed, 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none"> • the sale price of any real estate sold or divested, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any other payment¹ in addition to the sale price received by Digital Core REIT or its SPVs from the purchaser in connection with the sale or divestment of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT’s interest); • the underlying value² of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any additional payments received by Digital Core REIT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT’s interest); or • the sale price of any investment sold or divested by Digital Core REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate, <p>(the “Divestment Fee”).</p> <p>For the avoidance of doubt, the Divestment Fee is payable in respect of any divestment of real estate assets to both third parties and interested parties.</p>

1 “**Other payments**” refer to additional payments to Digital Core REIT or its SPVs for the sale of the asset, for example, where Digital Core REIT or its SPVs have already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the sale price as the asset enhancements are not completed, but “other payments” do not include stamp duty or other payments to third party agents and brokers.

2 For example, if Digital Core REIT sells or divests an SPV which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity ascribed to the asset which will be paid to Digital Core REIT as the sale price and any debt of the SPV.

	Payable by Digital Core REIT	Amount payable
		<p>For the avoidance of doubt, the sale price, or as the case may be, the sale value, shall take into account any completion or other price or value adjustment to be made post-completion.</p> <p>For the purpose of this Divestment Fee, equity interests include all classes and types of equity securities relating to real estate which shall, for the avoidance of doubt, exclude any investment in debt securities of any property corporation or other SPV owning or acquiring real estate.</p> <p>The Divestment Fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager. Under the Property Funds Appendix, in respect of any sale or divestment of real estate assets to interested parties, such a fee will be in the form of Units issued by Digital Core REIT at prevailing market price(s). Such Units may not be sold within one year from date of their issuance.</p> <p>Any payment to third party agents or brokers in connection with the disposal of any assets of Digital Core REIT (other than to the Asset Managers) shall be paid to such persons out of the Deposited Property of Digital Core REIT or the assets of the relevant SPV, and not out of the Divestment Fee received or to be received by the Manager.</p>
	(iii) Development Management Fee	Pursuant to Clause 15.3 of the Trust Deed, the Manager is entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs (as defined herein) incurred in a Development Project (as defined herein) undertaken by the Manager on behalf of Digital Core REIT.

	Payable by Digital Core REIT	Amount payable
		<p>Digital Core REIT will only undertake development activities within the limits of the Property Funds Appendix (which currently allows a REIT to commit no more than 10.0% of its deposited property to development and investment in uncompleted property developments). The total contract value of property development activities may exceed 10.0% of Digital Core REIT's deposited property (subject to maximum of 25.0% of Digital Core REIT's deposited property) only if:</p> <p>(i) the additional allowance of up to 15.0% of Digital Core REIT's deposited property is utilised solely for the redevelopment of an existing property that has been held by Digital Core REIT for at least three years and which Digital Core REIT will continue to hold for at least three years after redevelopment; and</p> <p>(ii) Digital Core REIT obtains the specific approval of Unitholders at a general meeting for the redevelopment of the property.</p> <p>"Total Project Costs" means the sum of the following:</p> <ul style="list-style-type: none"> • construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor; • principal consultants' fees, including payments to the project's architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor and project manager; • the cost of obtaining all approvals for the project; • site staff costs; • interest costs on actual borrowings used to finance project cash flows (excluding equity capital) that are capitalised to the project in line with the International Financial Reporting Standards; and • any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with the International Financial Reporting Standards, <p>but for the avoidance of doubt, shall not include land costs (including but not limited to the acquisition price or underlying value of such land).</p>

	Payable by Digital Core REIT	Amount payable
		<p>“Development Project” means a project involving the development of land, or buildings, or part(s) thereof on land which is acquired, held or leased by Digital Core REIT, provided always that the Property Funds Appendix shall be complied with for the purposes of such development, but does not include refurbishment, retrofitting and renovations.</p> <p>When the estimated Total Project Costs are above US\$200.0 million, the Manager will be entitled to receive a development management fee equivalent to 3.0% for the first US\$200.0 million. For the remaining Total Project Costs in excess of US\$200.0 million (the “Remaining Total Project Costs”), the independent Directors will first review and approve the quantum of development management fee payable in relation to the Remaining Total Project Costs (the “Remaining Development Management Fee”), whereupon the Manager may be directed by its independent Directors to reduce the Remaining Development Management Fee.</p> <p>For the avoidance of doubt, in respect of a Development Project, the Manager shall be entitled to receive an Acquisition Fee on the land costs. There is no double counting of fees as land costs will not be included in the computation of Total Project Costs.</p>
	<i>Payable to the Property Managers¹</i>	
	(i) Property Management Fee	<p>The Property Managers will be paid an annual property management fee under each Property Management Agreement equal to 2% of gross revenue of the relevant Property, payable quarterly in arrears.</p> <p>Clause 15.7 of the Trust Deed and the Property Management Agreements allow for the payment of property management fees to be in the form of cash and/or Units.</p>

¹ The fees payable to the Property Managers, including the property management fees, the leasing commissions and the construction management fees, will be paid by each SPE pursuant to its Property Management Agreement.

	Payable by Digital Core REIT	Amount payable
	(ii) Leasing Commission	<p>The Property Managers will be paid leasing commissions under each Property Management Agreement in amounts equal to the standard internal commissions paid to employees of the Property Manager or its affiliates from time to time for leases and renewals of other properties owned and managed by the Manager or its affiliates, up to a maximum of 3.0% of total contract value (defined as the total amount of recurring revenue paid in cash over the term of the lease).</p> <p>Clause 15.7 of the Trust Deed allows for the payment of leasing commission and the Property Management Agreements allow for the payment of leasing commissions to be in the form of cash and/or Units.</p>
	(iii) Construction Management Fee	<p>The Property Managers will be paid construction management fees under each Property Management Agreement as follows:</p> <p>(i) where total construction costs are US\$5,000,000 or less, a fee equal to 5.0% of total construction costs;</p> <p>(ii) where total construction costs exceed US\$5,000,000 but do not exceed US\$15,000,000, a fee equal to the greater of (a) 4.0% of total construction costs and (b) US\$250,000; and</p> <p>(iii) where total construction costs exceed US\$15,000,000, a fee equal to the greater of (a) 3.0% of total construction costs and (b) US\$600,000.</p> <p>Clause 15.7 of the Trust Deed and the Property Management Agreements allow for the payment of construction management fees to be in the form of cash and/or Units.</p>

The rationale for each of the fees payable by Digital Core REIT or its subsidiaries to the Manager in connection with the establishment and on-going management and operation of Digital Core REIT and its subsidiaries are as follows:

- Management Fee (payable to the Manager)** – The Management Fee comprises the Base Fee and the Performance Fee which make up a substantial portion of the Manager’s total remuneration for the provision of on-going management services, some of which are being outsourced, to Digital Core REIT. These services cover functions such as investment management, asset management, capital management, accounting, legal, compliance and investor relations, rendered by a professional licensed REIT manager on a full time and dedicated basis.

- o **Base Fee** – The Base Fee, which is based on the value of Digital Core REIT's Deposited Property, is recurring and enables the Manager to cover operational and administrative overhead incurred in the management of the portfolio. The Base Fee is based on a fixed percentage of Digital Core REIT's Deposited Property which is commensurate with the complexity and efforts required of the Manager (which involves investment management, asset management, capital management, accounting, legal, compliance and investor relations) in managing Digital Core REIT.
- o **Performance Fee** – The Performance Fee, which is based on and linked to Digital Core REIT's net property income, is a measure of the Manager's continuing efforts to retain existing customers and attract new customers to its Properties, with the aim of maintaining income stability and a long lease expiry profile. This takes into account the long-term interest of Unitholders as the Manager is motivated and incentivised to achieve income stability by ensuring the long-term sustainability of the assets through proactive asset management strategies and asset enhancement initiatives. As such, to achieve income sustainability, the Manager will not take on excessive short-term risks, and will strive to manage Digital Core REIT in a balanced manner.
- **Acquisition Fee and Divestment Fee (payable to the Manager)** – The Acquisition Fee and Divestment Fee payable to the Manager seek to motivate and compensate the Manager for the time, effort and cost spent by the management team of the Manager (in the case of the Acquisition Fee) in sourcing, evaluating and executing new investments to grow Digital Core REIT or, (in the case of the Divestment Fee) in rebalancing and unlocking the underlying value of existing properties where they have reached a stage which offers limited scope for further growth. The Manager provides these services over and above the provision of on-going management services with the aim of enhancing long-term returns and achieving the investment objectives of Digital Core REIT.

The Divestment Fee is lower than the Acquisition Fee because there is generally less work required to be undertaken in terms of sourcing, evaluating and conducting due diligence for a disposal. As the Divestment Fee for all disposals is the same, the Manager will also be incentivised to sell a Property at the best price.

The Manager will charge an acquisition fee in relation to the IPO Portfolio. The IPO Acquisition Fee payable to the Manager is for the following work done in connection with the acquisition of the IPO Portfolio by Digital Core REIT:

- the Manager, under the supervision of its management team, and with the support of the employees of the Sponsor group, has undertaken extensive work required to ensure the successful acquisition of the IPO Portfolio;
- the management team also performed beyond the additional scope of their work required for their day-to-day responsibilities; and
- this structure is fundamentally no different than other related-party transactions post IPO where the acquisition fee is paid in Units.
- **Development Management Fee (payable to the Manager)** – The development management fee allows the Manager to recover the cost of providing resources to manage the development projects, which is outside the scope of the usual operations of the Manager. This serves to incentivise the Manager to undertake development projects that will enhance returns for Unitholders, thereby aligning the Manager's interests with the interests of Unitholders.

THE OFFERING

The Manager	Digital Core REIT Management Pte. Ltd., in its capacity as manager of Digital Core REIT.
The Sponsor	Digital Realty Trust, L.P.
The Trustee	Perpetual (Asia) Limited, in its capacity as trustee of Digital Core REIT.
The Offering	267,034,000 Units offered under the Placement Tranche and the Singapore Public Offer, subject to the Over-Allotment Option.
The Placement Tranche	<p>253,682,000 Units offered by way of an international placement to investors, other than the Cornerstone Investors, pursuant to the Offering.</p> <p>The Units have not been and will not be registered under the Securities Act or the securities law of any other jurisdiction, and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Units are being offered and sold only outside the United States in offshore transactions as defined in and in reliance on the exemption from registration provided by Regulation S.</p>
The Singapore Public Offer	13,352,000 Units offered by way of a public offer in Singapore.
Clawback and Re-allocation	The Units may be re-allocated between the Placement Tranche and the Singapore Public Offer at the discretion of the Joint Issue Managers (in consultation with the Manager), subject to the minimum unitholding and distribution requirements of the SGX-ST, in the event of an excess of applications in one and a deficit in the other.
Subscription by the Sponsor	Concurrently with, but separate from the Offering, Digital CR Singapore Holding, LLC has entered into a subscription agreement to subscribe for 428,806,000 Units at the Offering Price conditional upon Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to Settlement Date.

**Subscription by the
Cornerstone Investors**

Concurrently with, but separate from the Offering, each of AEW Asia Pte. Ltd., Affin Hwang Asset Management Berhad, AIA Investment Management Private Limited, AMP Capital Investors Limited, B&I Capital AG, Blackrock, Inc., Cohen & Steers Asia Limited, DBS Bank Ltd., DBS Bank Ltd. (on behalf of certain wealth management clients), DWS Investments Australia Limited, Eastspring Investments (Singapore) Limited, FIL Investment Management (Hong Kong) Limited, Fullerton Fund Management Company Ltd, Ghisallo Master Fund LP, Jane Street Financial Limited, JPMorgan Asset Management (UK) Limited (for and on behalf of its clients), Kasikorn Asset Management Co., Ltd., Lion Global Investors Limited, Nikko Asset Management Asia Limited, Principal Global Investors (Singapore) Limited, Resolution Capital Limited, Schonfeld IR Master Fund Pte. Ltd. and Schonfeld Global Master Fund LP, Stichting Depositary APG Tactical Real Estate Pool, As Depositary Of APG Tactical Real Estate Pool, The Segantii Asia-Pacific Equity Multi-Strategy Fund, TMB Asset Management Company Limited and Value Partners Hong Kong Limited (collectively, the “**Cornerstone Investors**”) has entered into a separate subscription agreement to subscribe for an aggregate of 414,785,000 Units at the Offering Price, conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

In the event that any one or more of the Cornerstone Investors fails to subscribe for and pay for the Cornerstone Units which they have committed to subscribe, the Offering may still proceed and subscribers of the Units to be issued under the Offering will still be required to pay for and complete their subscriptions pursuant to the Offering.

(See “Ownership of the Units – Information on the Cornerstone Investors” for further details.)

Offering Price

US\$0.88 per Unit.

**Subscription for Units in
the Singapore Public
Offer**

Investors applying for Units by way of Application Forms or Electronic Applications (both as referred to in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore”) in the Singapore Public Offer will pay the Offering Price in Singapore dollars and will pay S\$1.21 (such amount being US\$0.88 based on the exchange rate of US\$1.00 to S\$1.375, as determined by the Manager in consultation with DBS Bank Ltd.) on application, subject to a refund of the full amount or, as the case may be, the balance of the application monies (in each case, without interest or any share of revenue or other benefit arising therefrom) where:

- (i) an application is rejected or accepted in part only; or
- (ii) the Offering does not proceed for any reason.

For the purpose of illustration, an investor who applies for 1,000 Units by way of an Application Form or an Electronic Application under the Singapore Public Offer will have to pay S\$1,210 (such amount being US\$880 based on the exchange rate of US\$1.00 to S\$1.375, as determined by the Manager in consultation with DBS Bank Ltd.), which is subject to a refund of the full amount or the balance thereof (without interest or any share of revenue or other benefit arising therefrom), as the case may be, upon the occurrence of any of the foregoing events.

The minimum initial subscription is for 1,000 Units. An applicant may subscribe for a larger number of Units in integral multiples of 100.

No fee is payable by applicants for the Units, save for an administration fee for each application made through ATM and the internet banking websites of the Participating Banks, and the mobile banking interface of DBS Bank Ltd. and United Overseas Bank Limited.

Unit Lender

Digital CR Singapore Holding, LLC

Over-Allotment Option

In connection with the Offering, the Joint Issue Managers have been granted an option by the Unit Lender to purchase up to an aggregate of 53,406,000 Units (20.0% of the Offering Units) from the Unit Lender at the Offering Price. The Over-Allotment Option is exercisable by the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager), in consultation with the other Joint Issue Managers, in full or in part, on one or more occasions, only from the Listing Date but no later than the earlier of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) has bought, on the SGX-ST, an aggregate of 53,406,000 Units, representing 20.0% of the total number of Units in the Offering, to undertake stabilising actions. Unless indicated otherwise, all information in this document assumes that the Over-Allotment Option is not exercised. (See "Plan of Distribution" for further details.)

The total number of Units in issue immediately after the close of the Offering will be 1,125,357,387 Units. The exercise of the Over-Allotment Option will not increase this total number of Units in issue.

Lock-ups

Each of Digital Realty Trust, Inc., Digital Realty Trust, L.P. and Digital CR Singapore Holding, LLC has agreed to (i) a lock-up arrangement during the First Lock-up Period in respect of all their direct and indirect effective interest in the Lock-up Units (as defined herein) and (ii) a lock-up arrangement during the Second Lock-up Period (as defined herein) in respect of all their direct and indirect effective interest in 50.0% of the relevant Lock-up Units, subject to certain exceptions.

Save for DBS Bank Ltd. in respect of its own investment, the Cornerstone Investors are not subject to any lock-up restrictions in respect of their Unitholdings. DBS Bank Ltd. had agreed to a lock-up arrangement during the First Lock-Up Period in respect of its interest in the DBS Cornerstone Units (as defined herein) held by it, subject to certain exceptions. For the avoidance of doubt, the Units held by DBS Bank Ltd. (on behalf of certain wealth management clients) will not be subject to any lock-up restrictions.

The Manager has also undertaken not to offer, issue or contract to issue any Units, and to not make any announcements in connection with any of the foregoing transactions, during the First Lock-up Period, subject to certain exceptions.

(See “Plan of Distribution – Lock-up Arrangements” for further details.)

Capitalisation

US\$1,340 million (see “Capitalisation and Indebtedness” for further details).

Use of Proceeds

See “Use of Proceeds” and “Certain Agreements Relating to Digital Core REIT and the Properties – Contribution and Sale Agreement” for further details.

Listing and Trading

Prior to the Offering, there was no market for the Units. Application has been made to the SGX-ST for permission to list on the Main Board of the SGX-ST:

- all the Units comprised in the Offering;
- all the Sponsor Units;
- all the Cornerstone Units;
- all the Units which may be issued to the Manager from time to time in full or part payment of the Manager’s fees; and
- all the Units which may be issued from time to time for full or part payment of property managers’ fees.

Such permission will be granted when Digital Core REIT is admitted to the Official List of the SGX-ST.

The Units will, upon their issue, be listed and quoted on the SGX-ST and will be traded in U.S. dollars under the book-entry (scripless) settlement system of The Central Depository (Pte) Limited (“CDP”). The Units will be traded in board lot sizes of 100 Units.

Stabilisation

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the other Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels which might not otherwise prevail in the open market to conduct any such stabilising transaction. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations (including the SFA and any regulations thereunder).

Such transactions may commence on or after the date of commencement of trading in the Units on the SGX-ST and, if commenced, may be discontinued at any time and shall not be effected after the earlier of (i) the date falling 30 days from the commencement of trading in the Units on the SGX-ST or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) has bought on the SGX-ST an aggregate of 53,406,000 Units, representing approximately 20.0% of the total number of Units in the Offering, to undertake stabilising actions.

(See “Plan of Distribution – Over-Allotment and Stabilisation” for further details.)

No Redemption by Unitholders

Unitholders have no right to request the Manager to redeem their Units while the Units are listed. Unitholders may only deal in their listed Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

**Distribution Policy and
Distribution Currency**

Distributions from Digital Core REIT to Unitholders will be computed based on 100.0% of Digital Core REIT's Annual Distributable Income for the period from the Listing Date to the end of Projection Year 2023. Thereafter, Digital Core REIT will distribute at least 90.0% of its Annual Distributable Income on a semi-annual basis. The first distribution, which will be in respect of the period from the Listing Date to 30 June 2022 ("**First Distribution**"), will be paid by the Manager on or before 28 September 2022.

Distributions will be declared in U.S. dollars. Each Unitholder will receive his distribution in Singapore dollars equivalent of the U.S. dollar distribution declared, unless he elects to receive the relevant distribution in U.S. dollars by submitting a "Distribution Election Notice" by the relevant cut-off date. For the portion of the distributions to be paid in Singapore dollars, the Manager will make the necessary arrangements to convert the distributions in U.S. dollars into Singapore dollars, at such exchange rate as the Manager may determine, taking into consideration any premium or discount that may be relevant to the cost of exchange. CDP, the Manager or Digital Core REIT shall not be liable for any loss arising from the conversion of distributions payable to Unitholders from U.S. dollars into Singapore dollars. Save for approved depository agents (acting as nominees of their customers), each Unitholder may elect to receive his entire distribution in Singapore dollars or U.S. dollars and shall not be able to elect to receive distributions in a combination of Singapore dollars and U.S. dollars.

(See "Distributions" for further details.)

**Singapore Tax
Considerations**

Digital Core REIT has obtained the Tax Rulings (as defined herein) in relation to certain Singapore income tax treatment of the income of Digital Core REIT, Singapore Sub 1, the Singapore Lending Subs (as defined herein) and Singapore Sub 3. The Tax Rulings are subject to certain terms and conditions.

(See "Taxation" for further details.)

**Termination of Digital
Core REIT**

Digital Core REIT can be terminated by either an Extraordinary Resolution (as defined herein) at a Unitholders' meeting duly convened and held in accordance with the provisions of the Trust Deed or by the Manager or the Trustee under certain circumstances specified in the Trust Deed, for example, if Digital Core REIT is delisted permanently from the SGX-ST. (See "The Formation and Structure of Digital Core REIT – Termination of Digital Core REIT" for further details.)

Governing Law

The Trust Deed is governed by Singapore law.

Commission Payable by Digital Core REIT to the Joint Bookrunners

The Manager will pay the Joint Bookrunners, as compensation for their services in connection with the Offering, the underwriting, selling and management commission 2.75% of the gross proceeds from the sale of the Units under the Placement Tranche and the Singapore Public Offer, the Cornerstone Units and Units sold pursuant to the exercise of the Over-Allotment Option (the **“Underwriting, Selling and Management Commission”**). (See “Plan of Distribution – Issue Expenses” for further details.)

Risk Factors

Prospective investors should carefully consider certain risks connected with an investment in the Units, as discussed under “Risk Factors”.

INDICATIVE TIMETABLE

An indicative timetable for the Offering is set out below for the reference of applicants for the Units:

Date and time	Event
29 November 2021, 9.00 p.m.	: Opening date and time for the Singapore Public Offer.
2 December 2021, 12.00 p.m.	: Closing date and time for the Singapore Public Offer.
3 December 2021	: Balloting of applications under the Singapore Public Offer, if necessary. Commence returning or refunding of application monies to unsuccessful or partially successful applicants and commence returning or refunding of application monies to successful applicants for the amount paid in excess of the Offering Price, if necessary.
6 December 2021 at or before 2.00 p.m.	: Completion of the acquisition of the Properties.
6 December 2021, 2.00 p.m.	: Commence trading on a “ready” basis.
8 December 2021	: Settlement date for all trades done on a “ready” basis on 6 December 2021.

The above timetable is indicative only and is subject to change. It assumes:

- that the closing of the application list relating to the Singapore Public Offer (the “**Application List**”) is 2 December 2021, 12.00 p.m.;
- that the Listing Date is 6 December 2021;
- compliance with the SGX-ST’s unitholding spread requirement; and
- that the Units will be issued and fully paid up prior to 2.00 p.m. on the Listing Date.

All dates and times referred to above are Singapore dates and times.

Trading in the Units through the SGX-ST on a “ready” basis will commence at 2.00 p.m. on the Listing Date (subject to the SGX-ST being satisfied that all conditions necessary for the commencement of trading in the Units through the SGX-ST on a “ready” basis have been fulfilled). The completion of the acquisition of the Properties in the IPO Portfolio is expected to take place at or before 2.00 p.m. on the Listing Date (see “Certain Agreements Relating to Digital Core REIT and the Properties – Contribution and Sale Agreement” for further details).

If Digital Core REIT is terminated by the Manager or the Trustee under the circumstances specified in the Trust Deed prior to, or the acquisition of the Properties is not completed by, 2.00 p.m. on the Listing Date (being the time and date of commencement of trading in the Units through the SGX-ST), the Offering will not proceed and the application monies will be returned in full (without interest or any share of revenue or other benefit arising therefrom and at each applicant’s own risk and without any right or claim against Digital Core REIT, the Manager, the Trustee, the Joint Issue Managers or the Sponsor).

In the event of any early or extended closure of the Application List or the shortening or extension of the time period during which the Offering is open, the Manager will publicly announce the same:

- via SGXNET, with the announcement to be posted on the internet at the SGX-ST website: <http://www.sgx.com>; and
- in one or more major Singapore newspapers, such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*.

For the date on which trading on a “ready” basis will commence, investors should monitor SGXNET, the major Singapore newspapers, or check with their brokers.

The Manager will provide details and results of the Singapore Public Offer through SGXNET and in one or more major Singapore newspapers, such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*.

The Manager reserves the right to reject or accept, in whole or in part, or to scale down or ballot any application for Units, without assigning any reason, and no enquiry and/or correspondence on the decision of the Manager will be entertained. In deciding the basis of allotment, due consideration will be given to the desirability of allotting the Units to a reasonable number of applicants with a view to establishing an adequate market for the Units.

Where an application is accepted or rejected in part only, the balance of the application monies will be refunded (without interest or any share of revenue or other benefit arising therefrom) to the applicant, at his own risk, within 14 days on which the SGX-ST is open for trading in securities (“**Market Days**”) after the close of the Offering (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore”).

When the Offering does not proceed for any reason, the full amount of the application monies (without interest or any share of revenue or other benefit arising therefrom) will be refunded to the applicant within three Market Days after the Offering is discontinued, at his own risk (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore”), and without any right or claim against Digital Core REIT, the Manager, the Trustee, the Joint Issue Managers or the Sponsor.

Where an application is not successful, the refund of the full amount of the application monies (without interest or any share of revenue or other benefit arising therefrom) to the applicant, is expected to be completed, at his own risk within 24 hours after balloting (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore”).

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only and on the basis of the assumptions and accounting policies set out in Appendix C, "Unaudited Pro Forma Consolidated Financial Information", and hence, may not give a true picture of the actual profit or loss and financial position of Digital Core REIT. The Unaudited Pro Forma Consolidated Financial Information should be read together with these assumptions and accounting policies.

Unaudited Pro Forma Consolidated Statements of Financial Position

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Current Assets		
Cash and cash equivalents	4,000	4,000
Trade and other receivables	4,090	2,930
Deferred tax asset	–	629
Total Current Assets	8,090	7,559
Non-current Assets		
Investment properties	1,440,500	1,440,500
Trade and other receivables	1,100	1,100
Total Non-current Assets	1,441,600	1,441,600
Total assets	1,449,690	1,449,159
Current Liabilities		
Trade and other payables	4,874	3,896
Total Current Liabilities	4,874	3,896
Non-current Liabilities		
Loans and borrowings	348,075	348,075
Prepaid rent	3,273	3,484
Preference shares	125	125
Total Non-current Liabilities	351,473	351,684
Equity		
Net assets attributable to Unitholders	949,299	949,512
Non-controlling interests	144,044	144,067
Total Liabilities and Equity	1,449,690	1,449,159
Units in issue ('000)	1,125,299	1,125,541
Net asset attributable to Unitholders per Unit (US\$)	0.84	0.84

Unaudited Pro Forma Consolidated Statements of Comprehensive Income

	Year ended 31 December 2018	Year ended 31 December 2019	Year ended 31 December 2020	Six-month period ended 30 June 2020	Six-month period ended 30 June 2021
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Revenue:					
Rental income	75,428	72,865	70,276	35,020	35,273
Recovery income	5,456	5,883	6,340	3,150	3,177
Other operating income	27,357	23,152	23,855	11,531	12,067
Revenue	108,241	101,900	100,471	49,701	50,517
Expenses:					
Operating, maintenance and management	(28,014)	(25,109)	(24,138)	(11,296)	(12,641)
Real estate taxes and insurance	(10,582)	(9,528)	(11,153)	(5,656)	(5,682)
Property expenses	(38,596)	(34,637)	(35,291)	(16,952)	(18,323)
Net property income	69,645	67,263	65,180	32,749	32,194
Manager's base fee	(7,116)	(7,130)	(7,169)	(3,581)	(3,602)
Manager's performance fee	(2,438)	(2,354)	(2,281)	(1,146)	(1,127)
Trustee's fee	(213)	(214)	(215)	(107)	(108)
Other trust expenses	(2,300)	(2,300)	(2,300)	(1,150)	(1,150)
Finance expense	(11,628)	(12,506)	(6,070)	(3,518)	(2,468)
Profit before tax and fair value change in investment properties	45,950	42,759	47,145	23,247	23,739
Fair value change in investment properties	(25,466)	(13,050)	(5,743)	(4,253)	(2,158)
Profit before tax	20,484	29,709	41,402	18,994	21,581
Tax expense	(7,347)	(6,980)	(7,016)	(3,659)	(3,816)
Profit for the year/period	13,137	22,729	34,386	15,335	17,765
Attributable to:					
Unitholders	7,744	18,400	29,541	13,050	15,345
Non-controlling interest	5,393	4,329	4,845	2,285	2,420
Profit for the year/period	13,137	22,729	34,386	15,335	17,765

Unaudited Pro Forma Consolidated Statements of Cash Flows

	Six-month period ended 30 June 2021	Year ended 31 December 2020
	US\$'000	US\$'000
Cash flows from operating activities:		
Profit for the period/year	16,953	14,046
Adjustments for:		
Straight line rent	(2,895)	(6,319)
Amortisation of debt-related transaction costs	376	752
Finance expense	2,103	5,322
Management fees paid in Units	4,729	9,450
Fair value change in investment properties	3,050	27,844
Deferred tax expense	2,789	5,610
Changes in working capital:		
Trade and other receivables	(531)	(428)
Trade and other payables	978	(2,532)
Prepaid rent	(211)	1,005
Net cash and cash equivalent provided by operating activities	27,341	54,750
Cash flows from investing activities:		
Acquisition of investment properties (including acquisition costs)	–	(922,975)
Capital expenditure on investment properties	(389)	(13,351)
Net cash and cash equivalent used in investing activities	(389)	(936,326)
Cash flows from financing activities:		
Proceeds from issuance of units	–	600,000
Proceeds from issuance of Preference Shares	–	125
Payments of costs related to issuance of units	–	(20,000)
Proceeds from loans and borrowings	389	363,351
Payments of debt-related transaction costs	–	(3,025)
Finance expenses paid	(2,103)	(5,322)
Distribution to Unitholders	(25,314)	(25,315)
Net cash and cash equivalents (used in)/provided by financing activities	(27,028)	909,814
Net (decrease)/increase in cash and cash equivalents	(76)	28,238
Cash and cash equivalents at beginning of the period/year	28,238	–
Cash and cash equivalents at the end of period/year	28,162	28,238

PROFIT FORECAST AND PROFIT PROJECTION

Statements contained in the Profit Forecast and Profit Projection section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set forth in this section of the Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecast and projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by any of Digital Core REIT, the Joint Issue Managers, the Trustee, the Sponsor or any other person, or that these results will be achieved or are likely to be achieved. (See “Forward-looking Statements” and “Risk Factors” for further details.) Investors in the Units are cautioned not to place undue reliance on these forward-looking statements which are made only as at the date of this Prospectus.

None of Digital Core REIT, the Joint Issue Managers, the Trustee or the Sponsor guarantees the performance of Digital Core REIT, the repayment of capital or the payment of any distributions, or any particular return on the Units. The forecast and projected yields stated in the following table are calculated based on:

- ***the Offering Price; and***
- ***the assumption that the Listing Date is 1 January 2022.***

Such yields will vary accordingly if the Listing Date is not 1 January 2022, or for investors who purchase Units in the secondary market at a market price that differs from the Offering Price.

The following table shows Digital Core REIT’s forecast and projected Consolidated Statements of Comprehensive Income and Distribution for Forecast Year 2022 and Projection Year 2023. The financial year end of Digital Core REIT is 31 December. The Profit Forecast and Profit Projection may be different to the extent that the actual date of issuance of Units is other than 1 January 2022, being the assumed date of the issuance of Units for the Offering. The Profit Forecast and Profit Projection are based on the assumptions set out below and have been examined by the Reporting Auditors, being KPMG LLP, and should be read together with the report “Reporting Auditor’s Report on the Profit Forecast and Profit Projection” set out in Appendix A, as well as the assumptions and the sensitivity analysis set out in this section of the Prospectus.

FORECAST AND PROJECTED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

The forecast and projected consolidated statements of comprehensive income and distribution for Digital Core REIT are as follows:

	Forecast Year 2022 (1 Jan 2022 – 31 Dec 2022)	Projection Year 2023 (1 Jan 2023 – 31 Dec 2023)
	(US\$'000)	(US\$'000)
Revenue:		
Rental income ⁽¹⁾	74,847	74,792
Recovery income	9,119	9,342
Other operating income	21,952	22,560
Revenue	105,918	106,694
Expenses:		
Operating, maintenance and management	(27,341)	(28,185)
Real estate taxes and insurance	(11,717)	(11,996)
Property expenses	(39,058)	(40,181)
Net property income	66,860	66,513
Manager's base fee	(7,208)	(7,221)
Manager's performance fee	(2,340)	(2,328)
Trustee's fee	(216)	(217)
Other trust expenses	(2,300)	(2,300)
Finance expense ⁽²⁾	(4,851)	(4,874)
Profit before tax and fair value change in investment properties	49,945	49,573
Fair value change in investment properties ⁽³⁾	(26,662)	(1,050)
Profit before tax	23,283	48,523
Tax expense	(6,876)	(7,834)
Profit for the year	16,407	40,689
Distribution adjustments ⁽⁴⁾	37,072	16,084
Distributable income	53,479	56,773
Attributable to:		
Unitholders	47,519	50,484
Non-controlling interest	5,960	6,289
Distributable income	53,479	56,773
Number of Units outstanding at end of year ('000)	1,136,208	1,147,059
Distribution per Unit (cents)	4.18	4.40
Distribution payout ratio (%)	100.0	100.0
Offering Price (US\$/Unit)	0.88	0.88
Distribution yield (%)	4.75	5.00

Notes:

- (1) Refers to the rental income under the respective leases, recognised on a straight-line basis over the committed term of the lease.
- (2) Finance expense comprises interest expenses incurred on loans and borrowings, amortisation of upfront debt financing costs, commitment fee on revolving credit facility and dividends on preferred shares.
- (3) Fair value change in investment properties primarily pertains to expense off of the capitalised acquisition costs, straight-line rental income and leasing costs on new leases.
- (4) Distribution adjustments comprise the Trustee's fees, Management fees paid in units, amortisation of debt-related transaction costs, fair value change in investment properties, deferred tax expenses and other adjustments related to non-cash items or timing differences in income and expenses.

RISK FACTORS

An investment in the Units involves risk. Prospective investors should consider carefully, together with all other information contained in this Prospectus, the factors described below before deciding to invest in the Units. The risks described below are by no means exhaustive or comprehensive, and there may be other risks in addition to those shown below which are not known to the Manager or which may not be material now but could turn out to be material in the future. Additional risks, whether known or unknown, may in the future have a material adverse effect on Digital Core REIT and impair the business operations of Digital Core REIT. The business, financial condition, results of operations and prospects of Digital Core REIT could be materially and adversely affected by any of these risks, which may reduce the ability of Digital Core REIT to make distributions to Unitholders.

This Prospectus also contains forward-looking statements (including a profit forecast and profit projection) that involve risks, uncertainties and assumptions. The actual results of Digital Core REIT could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by Digital Core REIT as described below and elsewhere in this Prospectus.

As an investment in a REIT is meant to produce returns over the long-term, investors should not expect to obtain short-term gains.

Investors should be aware that the price of Units, and the income from them, may fall or rise. Investors should note that they may not get back their original investment.

Before deciding to invest in the Units, prospective investors should seek professional advice from their relevant advisers about their particular circumstances.

RISKS RELATING TO THE STRUCTURE OF DIGITAL CORE REIT

There are limitations on the ownership of units in Digital Core REIT.

Unitholders are subject to the Unit Ownership Limit. That is, they are prohibited from directly or indirectly owning in excess of 9.8% of the outstanding Units. This limitation is to ensure that the Parent U.S. REIT maintains its status as a U.S. REIT. Specifically, a U.S. REIT is not permitted to be more than 50% owned, directly or indirectly, by five or fewer individuals (the “**Closely Held Rule**”). In addition, any rent derived by a U.S. REIT from a customer in which the U.S. REIT actually or constructively owns a 10% or greater interest is treated as non-qualifying income for purposes of certain REIT income tests (the “**Related Party Rent Rule**”). Depending on its magnitude, such non-qualifying income could cause the U.S. REIT to lose its qualification as a U.S. REIT. The Unit Ownership Limit restricts ownership or transfers of Units that would otherwise result in concentrated ownership positions to help ensure that the Parent U.S. REIT maintains its status as a U.S. REIT. Further, such restriction is intended to facilitate the availability of the Portfolio Interest Exemption for Unitholders with respect to the interest paid to Singapore Sub 2 by the Parent U.S. REIT on the loan made by Singapore Sub 2 to the Parent U.S. REIT.

Absent any exemption or waiver from the Unit Ownership Limit (which can be granted by the Trustee, acting in accordance with the recommendation of the Manager, if such ownership would not impact the Parent U.S. REIT’s (or any subsidiary U.S. REIT’s) qualification as a U.S. REIT or jeopardize the eligibility of interest paid for the Portfolio Interest Exemption), Units acquired or held in excess of the Unit Ownership Limit will be subject to Automatic Forfeiture, and the Unitholder’s rights to distributions and to vote with respect to such Units would terminate. The Trustee (on the recommendation from the Manager) has the right and power to dispose of such Units (the “**Excess Units**”). The Unitholder which forfeited the Excess Units is entitled to receive the proceeds (net of any commissions and expenses) from the disposition, but not in excess of (a) the price paid by such Unitholder for the forfeited Units or (b) if such Unitholder did not give value for the forfeited Units in connection with the event causing the Units to be forfeited (e.g. in

the case of a gift, a non-pro rata Unit buy-back, a non-pro rata Unit consolidation or other corporate action where no acquisition or transfer of Units by a Unitholder takes place but has the result of increasing a Unitholder's proportionate Unitholdings), the market price of the Units on the day of the event causing the Automatic Forfeiture, in each case less certain distributions received by the Unitholder. Any distribution received by the Trustee on account of the Excess Units shall be deemed for all purposes as part of the proceeds received from the sale of the Excess Units. (See "Important Notice Regarding the Ownership of Units – Restriction on ownership of Units in excess of 9.8% of the outstanding Units" for further details.)

This limitation on ownership of Units could delay, discourage or, as the case may be, prevent a transfer of Units or the ability to acquire control of Digital Core REIT and, as a result, may adversely affect the ability to realise any potential change of control premium.

Investors should note that the Unit Ownership Limit is computed pursuant to the rules of the U.S. Tax Code which includes rules relating to Beneficial Ownership for purposes of the Closely Held Rule and Constructive Ownership for purposes of the Related Party Rent Rule, which could be different from ownership interests in Units as determined pursuant to the SFA. Unitholders should consult their legal and tax advisers regarding the application of the rules of the U.S. Tax Code in relation to the Unit Ownership Limit.

There is no assurance that the Sponsor as a joint venture partner will co-operate on matters concerning the Properties.

As the IPO Portfolio is held through companies that are jointly owned by Digital Core REIT and the Sponsor, Digital Core REIT's ability to manage the IPO Portfolio at its sole discretion is subject to certain protective rights of the Sponsor.

Under the terms of the Joint Venture Agreement for each JV, certain reserved matters require a unanimous approval of the members in order to be undertaken. The Sponsor may vote against such resolutions and hence prevent such resolutions from being passed. If unanimous member consent is not obtained for any reserved matter under the Joint Venture Agreement, the action to effect such matter may not be carried out and this may adversely affect Digital Core REIT's financial condition and results of operations. If Digital Core REIT proposes to dispose of any Property held through a JV, the Sponsor would need to consent to such disposal. In addition, the terms of the Joint Venture Agreement provide that Digital Core REIT is not able to sell its membership interest in the JV to any of the up to 25 competitors of the Sponsor listed in the Joint Venture Agreement without the consent of the Sponsor. In the event that Digital Core REIT wishes to dispose of its membership interest in the JV, and the most favourable offer comes from one of the 25 competitors then, unless the Sponsor consents, Digital Core REIT would not be able to sell its interest in the JV to such competitor.

(See "Certain Agreements Relating to Digital Core REIT and the Properties – Joint Venture Agreements" for further details including the list of reserved matters.)

The Parent U.S. REIT may lose its status as a U.S. REIT.

The Parent U.S. REIT intends to elect to be taxed as a U.S. REIT under Sections 856 through 860 of the U.S. Tax Code commencing with its initial taxable year ending 31 December 2021. The Parent U.S. REIT intends to be organised and to operate in a manner that will allow it to qualify for taxation as a U.S. REIT under the U.S. Tax Code commencing with such taxable year, and it intends to continue to be organised and operate in this manner. However, qualification as a U.S. REIT depends on satisfying complex statutory requirements for which there are only limited judicial and administrative interpretations. The determination of whether the Parent U.S. REIT will continue to qualify as a U.S. REIT requires ongoing satisfaction of certain tests concerning, among other things, the nature of their assets, the sources of their income, and the amounts they distribute to their shareholders. While the Manager has taken and will continue to take measures to ensure that the Parent U.S. REIT qualifies as a U.S. REIT, some matters may not be totally

within its control. For example, U.S. REITs cannot be closely held, i.e. no more than 50% of its outstanding shares can be owned by five or fewer individuals, determined under applicable U.S. tax rules and regardless of whether such interest is held directly or indirectly. Further, to qualify as a U.S. REIT, at least 75% of the entity's gross income must be derived from qualifying real property-related sources, such as rents from real property, and 95% of the entity's gross income must be derived from sources that qualify for the 75% category plus certain other types of permitted income. In order to qualify as rents from real property, the amount of rent received generally must not be based on the income or profits of any person, but may be based on a fixed percentage or percentages of receipts or sales. The Manager believes that, in general, the rent received by Parent U.S. REIT will not be treated as based on the income or profits of any person, including customers' payments of pass-through charges, such as the cost of utilities, property taxes and similar items, but the IRS or a court may disagree.

Further, amounts otherwise qualifying as rents from real property will not qualify if the customer is treated as related to the U.S. REIT for purposes of the applicable rules. The Manager believes that the measures it will take to ensure that such nonqualifying rents (together with any other nonqualifying income) will not exceed 5% of the entity's gross income for the applicable year are reasonable.

Technical or inadvertent breaches may jeopardise the U.S. REIT status of the Parent U.S. REIT. Furthermore, the U.S. Congress or the IRS might make changes to the tax laws and regulations, and the courts might issue new rulings that make it more difficult, or impossible, for the Parent U.S. REIT to remain qualified as a U.S. REIT. In the event of the loss of its U.S. REIT status, the Parent U.S. REIT will be subject to U.S. federal and state income tax at regular corporate rates (the U.S. federal corporate income tax rate is currently 21%). Also, absent an applicable relief provision, the disqualified entity will generally be unable to qualify as a U.S. REIT for the four taxable years following the taxable year in which the termination was effective. If the Parent U.S. REIT fails to qualify as a U.S. REIT, it would have to pay significant income taxes, in amounts that cannot be calculated at this time, and would therefore have less money available for investments or to pay dividends and distributions to its shareholders. Finally, even if the Parent U.S. REIT is able to utilise relief provisions and thereby avoid disqualification for taxation as a U.S. REIT, relief provisions typically involve paying a penalty tax which is, in some cases, in proportion to the severity and duration of the non-compliance with U.S. REIT requirements, and these penalty taxes could be significant. Thus, whether or not a relief provision is applicable, failure to satisfy the various statutory tests could have a material adverse effect on Digital Core REIT's financial condition, cash flows and results of operations and consequentially may have a material adverse effect on Digital Core REIT's ability to make distributions to Unitholders and the value of the Units. (See "Taxation" for further details.)

U.S. REITs are required to distribute at least 90% of their annual real estate investment trust taxable income (excluding capital gains) and are dependent on their ability to raise capital necessary to repay their debts, invest in properties or fund acquisitions.

To qualify for taxation as a U.S. REIT, the Parent U.S. REIT is generally required to distribute at least 90% of its annual real estate investment trust taxable income (excluding capital gains) and satisfy a number of organisational and operational requirements to which a U.S. REIT is subject. In addition, it will be subject to a 4% non-deductible excise tax if the actual amount that it distributes in a calendar year is less than a minimum amount specified under U.S. federal tax laws. Accordingly, it generally may not be able to retain sufficient cash from operations to repay debts, invest in properties or fund acquisitions. Its business and growth strategies depend, in part, upon the ability to raise additional capital at reasonable costs to repay its debts, invest in properties and fund acquisitions. Because of the volatility in the availability of capital to businesses on a global basis and the increased volatility in most debt and equity markets generally, the ability of Digital Core REIT to raise reasonably priced capital is not guaranteed. If Digital Core REIT is unable to raise reasonably priced capital, its business and growth strategies may fail, and the Parent U.S. REIT may be unable to retain its qualification for taxation as a U.S. REIT.

Even if the Parent U.S. REIT qualifies and remains qualified as a U.S. REIT, it may face other tax liabilities that reduce cash flow.

Even if the Parent U.S. REIT qualifies and remains qualified for taxation as a U.S. REIT, it may be subject to certain U.S. federal, state and local taxes on its income and assets, including taxes on any undistributed income, excise taxes, franchise taxes, state or local income, property and transfer taxes. Any of these taxes could have a material adverse effect on the business, financial condition, cash flows and results of operations of Digital Core REIT and/or any of its direct and indirect subsidiaries (the “Group”) and consequentially may have a material adverse impact on distributions to be made by Digital Core REIT.

Digital Core REIT may be treated as engaging in a U.S. trade or business and Unitholders may become subject to U.S. federal income taxation.

Digital Core REIT is organised under the laws of Singapore and intends to operate in a manner that will not cause it to be treated as engaging in a United States trade or business or cause Unitholders that are not United States persons and not otherwise engaged in a trade or business in the United States to be subject to United States federal income taxation on its net income. However, because there are no definitive standards provided by the U.S. Tax Code, United States Treasury regulations or court decisions as to the specific activities that constitute being engaged in the conduct of a trade or business within the United States, and as any such determination is inherently factual in nature, there can be no assurance that the IRS will not successfully assert that Digital Core REIT is engaged in a trade or business in the United States. Further, the IRS will not issue private rulings on whether an entity is engaged in the conduct of a trade or business within the United States. If Digital Core REIT is treated as directly or indirectly engaging in a U.S. trade or business, each Unitholder will be treated under the U.S. Tax Code as being engaged in that trade or business. In such case, Unitholders may have an obligation to file a U.S. federal income tax return and may be subject to U.S. federal income taxation on their distributive shares of income (whether or not distributed) attributable to interest payments from the Parent U.S. REIT to Singapore Sub 2 and/or their distributive shares of any other income of Digital Core REIT (whether or not distributed) that is effectively connected with the U.S. trade or business. If Unitholders are subject to U.S. taxation, it may lead to a reduction in the after-tax amount of the distributions received.

Interest payments from the Parent U.S. REIT to Singapore Sub 2 may be subject to U.S. withholding.

Other than as described below, interest payments from the Parent U.S. REIT to Singapore Sub 2 on the loan made by Singapore Sub 2 to the Parent U.S. REIT are expected to qualify as “portfolio interest” and thus not be subject to U.S. federal income tax or withholding tax.

However, the application of the rules governing U.S. withholding and exemption is complex and subject to ambiguities. In addition, in order for a Unitholder’s proportional share of interest payments to qualify as “portfolio interest” for U.S. federal income tax purposes, that Unitholder must meet specified requirements, including providing a properly completed and validly executed applicable IRS Form W-8 and the U.S. Tax Compliance Certificate set forth in Appendix I. (See “Taxation” and Appendix I for further details.) Further, the IRS has broad authority to re-characterise or adjust interest payments between related persons. If interest does not qualify as portfolio interest, is re-characterised by the IRS, or is adjusted by the IRS, additional U.S. withholding taxes may apply, which would adversely impact cash available for distribution to Unitholders. (See “Important Notice Regarding the Ownership of Units – Distributions will be reduced if Unitholder does not submit required U.S. Tax Forms” for further details.)

Changes in taxation legislation, administrative guidance, practice, regulations, any disagreement as to the interpretation thereof, and/or any tax ruling ceasing to apply, may adversely affect Digital Core REIT, its subsidiaries, Unitholders and/or the Manager (and its owners).

Any change in the Singapore taxation legislation, administrative guidance, practice, regulations, any disagreement as to the interpretation thereof, that applies to the Group, and/or any Singapore tax ruling applicable to the Group ceasing to apply, could result in additional Singapore tax liability for Digital Core REIT, its subsidiaries, Unitholders and/or the Manager (and its owners).

Any change in the tax status of the Group, or change in taxation legislation, administrative guidance, or regulation (or any disagreement as to the interpretation thereof) that applies to the Group, could adversely affect the distributions paid by the Group.

In addition, any such tax changes could adversely affect the value of the Group's investments, and/or increase the U.S. and non-U.S. tax liabilities of the Group and/or affect the Group's ability to achieve its investment objectives. Such changes could have a significant negative impact on Digital Core REIT, its unitholders and/or the Manager (and its owners).

Entities operating in Singapore, the United States and Canada are subject to a variety of taxes and changes in legislation or the rules relating to such tax regimes could materially and adversely affect Digital Core REIT's business, prospects and results of operations.

The governments of each of Singapore, the United States or Canada may in the future amend the tax legislation or rules, regulations, guidelines and practice relating to taxation with either prospective or retroactive effect and this may affect the overall tax liabilities of the Singapore, U.S. entities or Canadian entities, respectively, in the Group and result in significant additional taxes becoming payable by such entities.

Such additional tax exposure could have a material adverse effect on the Group's business, financial condition, cash flows and results of operations and consequentially may have a material adverse impact on distributions to be made by Digital Core REIT.

In the case of Singapore, REITs can enjoy certain tax exemptions or concessions and some of these are granted for a specified period of time. These tax exemptions or concessions, whether or not for a specified period of time, are or may be subject to review by the Singapore government from time to time. There is no assurance that the Singapore government will continue to grant the tax exemptions or concessions currently available to REITs indefinitely or renew them upon their expiry.

For example, while REITs listed on the SGX-ST (including their wholly-owned Singapore incorporated and tax resident subsidiaries) may currently be able to avail of an exemption from taxation on certain foreign-sourced income derived in respect of foreign properties, this would currently apply only to such properties acquired on or before 31 December 2025. There can be no assurance that this foreign-sourced income tax exemption will not be removed earlier or will be extended beyond 31 December 2025. Although Digital Core REIT does not currently avail itself of this foreign-sourced income tax exemption in respect of the IPO Portfolio, if the exemption is indeed removed or not extended, the foreign-sourced income to be derived by Digital Core REIT and/or its wholly-owned Singapore incorporated and tax resident subsidiaries in respect of foreign properties acquired in future may be subject to Singapore income tax at the prevailing tax rate (currently 17.0%) to the extent of the amount received or deemed to have been received in Singapore.

In addition, the Singapore government has announced that the standard rate of GST will be raised from 7.0% to 9.0%, sometime in the period from 2022 to 2025. These changes may result in additional tax costs to Digital Core REIT.

Digital Core REIT may not be able to comply with the terms of the Tax Rulings, or the Tax Rulings may be revoked or amended.

The Sponsor has obtained the Tax Rulings from the IRAS in relation to certain Singapore income tax treatment of the income of Digital Core REIT, Singapore Sub 1, the Singapore Lending Subs and Singapore Sub 3.

To the extent that the structure of Digital Core REIT, the activities of the relevant parties in the Digital Core REIT structure and the transaction and distribution flows and the key features of the Loan (as defined in “Taxation – Singapore Income Tax Overview”) to be provided remain the same as those represented to the IRAS in the application for the Tax Rulings, certain specified Tax Rulings will remain valid:

- (a) in relation to any subsequent Loan that may be provided in relation to the acquisition of the IPO Portfolio and in relation to the future acquisitions post-IPO; and
- (b) for the duration or term that Digital Core REIT is listed on the SGX-ST.

The Tax Rulings were made based on the IRAS’ understanding that the steps to be taken in the proposed arrangements by the Sponsor and/or Manager will be in compliance with applicable laws and regulations in the U.S.

The Tax Rulings were made based on facts presented to the IRAS in the application for the Tax Rulings and on the IRAS’ current interpretation and application of the existing tax laws.

The Tax Rulings shall apply in relation to an arrangement as a ruling on a provision of the SITA only if the provision is expressly referred to in the Tax Rulings.

The Tax Rulings shall automatically not apply if:

- (a) the arrangement is materially different from the arrangement identified in the application for the Tax Rulings;
- (b) there was a material omission or misrepresentation in, or in connection with, the application for the Tax Rulings;
- (c) an assumption about a future event or another matter that is material to the Tax Rulings, stated either in the Tax Rulings or in the application for the Tax Rulings, subsequently proves to be incorrect; or
- (d) the IRAS stipulates a condition that is not satisfied.

In addition, where a provision of the SITA is repealed or amended, the Tax Rulings shall automatically not apply from the date of the repeal or amendment to the extent that the repeal or the amendment changes the way the provision applies in the Tax Rulings. Further, the IRAS may at any time withdraw the Tax Rulings from such date specified, by notifying the Sponsor or the Manager in writing of the withdrawal and the reasons therefor.

If the Tax Rulings are withdrawn or amended, or if the Tax Rulings cease to apply for any reason, for example, because the facts on which the Tax Rulings were issued are no longer applicable or if Digital Core REIT is unable to comply with the stipulated conditions, Digital Core REIT may suffer increased Singapore tax liability, which in turn could affect the amount of distributions made to Unitholders.

RISKS RELATING TO THE PROPERTIES

Digital Core REIT may be adversely affected by economic and real estate market conditions, as well as changes in regulatory, fiscal and other governmental policies in the United States and Canada (or the economy of any other country in which Digital Core REIT in the future acquires Properties).

The IPO Portfolio is located in the United States and Canada. In addition, Digital Core REIT may in the future acquire Properties in other jurisdictions. As a result, Digital Core REIT's gross revenue and results of operations depend upon the performance of the U.S. and Canada economies (or the economy of any other country in which Digital Core REIT in the future acquires Properties). An economic decline in the United States and/or Canada (or other country) could adversely affect Digital Core REIT's results of operations and future growth.

In addition, the U.S. and Canada economies (or any other country in which Digital Core REIT in the future acquires Properties) are affected by global economic conditions. Global credit markets have experienced, and may continue to experience, volatility and liquidity disruptions, which have resulted in the consolidation, failure or near failure of a number of institutions in the banking and insurance industries. These events could adversely affect Digital Core REIT insofar as they result in:

- an increase in the unemployment rate in the United States and/or Canada (or any other country in which Digital Core REIT in the future acquires Properties);
- a negative impact on the ability of the customers to pay their rents in a timely manner or continue their leases, thus reducing Digital Core REIT's cash flow;
- a decline in the demand for data centres across the United States and/or Canada and the rents that can be charged when leases are renewed, or new leases are entered compared to rents that are currently charged;
- a decline in the market values of the Properties;
- access to capital markets becoming more difficult, expensive or impossible resulting in a material adverse effect on Digital Core REIT's ability to obtain debt or equity capital to fund its operations, meet its obligations, purchase additional properties or otherwise conduct its business;
- an increase in counterparty risk (being the risk of monetary loss which Digital Core REIT may be exposed to if any of its counterparties encounters difficulty in meeting its obligations under the terms of its respective transaction); and/or
- an increased likelihood that one or more of (i) Digital Core REIT's banking syndicates (if any) or (ii) Digital Core REIT's insurers, may be unable to honour their commitments to Digital Core REIT.

It is uncertain as to whether the U.S. and Canada economies (or any other country in which Digital Core REIT in the future acquires Properties) will continue to improve or if they will decline. There is also uncertainty as to the strength of the global economy, consumer demand and the impact of the global downturn on the U.S. and Canada economies (or any other country in which Digital Core REIT in the future acquires Properties).

Further, Digital Core REIT and the Properties in the IPO Portfolio will be subject to U.S. and Canada real estate laws, regulations and policies. In addition, the U.S. and Canada real estate markets may be adversely affected due to interest rate hikes, which would cause the cost of borrowing to rise. This may in turn lead to a fall in property prices. While there are no current

exchange control restrictions in the United States and Canada, there can be no assurance that regulatory, fiscal, monetary or governmental policies in the United States and/or Canada will not change. Moreover, Digital Core REIT may in the future acquire Properties in other jurisdictions. Changes in the economic and real estate market conditions, as well as changes in regulatory, fiscal and other governmental policies in the United States and/or Canada (or any other jurisdiction in which Digital Core REIT may in future acquire Properties) may adversely affect Digital Core REIT's results of operations and the ability to make regular distributions to its Unitholders

Digital Core REIT is dependent upon the economic climates of the markets in which the Properties are located.

Digital Core REIT's revenue is currently derived from properties located in four primary markets in North America – Northern Virginia, Silicon Valley and Los Angeles; and Toronto in Canada. A downturn in the economies of any of these markets, or the negative impact that a downturn in the overall global or national economy may have upon these economies, could result in reduced demand for data centres. Additionally, as the IPO Portfolio is, and future Properties will be data centres (as compared to a more diversified real estate portfolio), a decrease in demand for data centres in turn may adversely affect Digital Core REIT's results of operations and its ability to make regular distributions to Unitholders.

Digital Core REIT and/or the Properties may face increased competition from other properties in the market where each Property is located.

The current Properties are, and Digital Core REIT expects that subsequently acquired properties will be, located in areas where other competing properties are present and new properties may be developed which may compete with the Properties. The income from, and market value of, the Properties will be largely dependent on the ability of the Properties to compete against other data centres in the area in attracting and retaining customers. Increased competition could adversely affect income from, and the market value of, the Properties. Historical operating results of the Properties may not be indicative of future operating results and historical market values of the Properties may not be indicative of future market values of the Properties.

Some competing properties may be newer, be better located, have more attractive features, or amenities or otherwise be more attractive to customers. Competing properties may also have lower rates of occupancy or operating costs than the Properties, which may result in competing owners offering available space at lower rents than offered at the Properties.

The income from, and the market value of, the Properties will be dependent on the ability of such Properties to compete against other properties for customers. If, after the Offering, competing properties are more successful in attracting and retaining customers, or similar properties in their vicinity are substantially upgraded and refurbished, the income from the Properties currently owned and subsequently acquired could be reduced, and the ability of Digital Core REIT to make regular distributions to its Unitholders may be adversely affected. (See "Business and Properties – 44520 Hastings Drive (ACC3) – Competition", "Business and Properties – 8217 Linton Hall Road (VA4) – Competition", "Business and Properties – 3011 Lafayette Street – Competition", "Business and Properties – 1500 Space Park Drive – Competition", "Business and Properties – 2401 Walsh Avenue – Competition", "Business and Properties – 2403 Walsh Avenue – Competition", "Business and Properties – 200 North Nash Street – Competition", "Business and Properties – 3015 Winona Avenue – Competition", "Business and Properties – 43831 Devin Shafron Drive (Bldg. C) – Competition", and "Business and Properties – 371 Gough Road – Competition" for further details.)

The Properties might be adversely affected if the Manager, the Asset Managers, the Property Managers or any other person appointed to manage a Property does not provide adequate management and maintenance.

If the Manager, any Asset Manager, any Property Manager or any other person appointed to manage a Property fails to provide adequate management and maintenance, the value of the Property might be adversely affected which may result in a loss of customers, and the ability of Digital Core REIT to make regular distributions to its Unitholders may be adversely affected.

Digital Core REIT may face significant expenditures in order to re-let data centre space.

Many of Digital Core REIT's customers have invested significant amounts installing customer specific infrastructure within their data centre space. Such customer installations may be better suited for a specific data centre user or technology industry customer and could require significant modification in order for Digital Core REIT to re-let vacant space to another data centre user or technology industry customer. If a customer fails to restore its space to the original condition at the end of its lease term or if it becomes insolvent during its lease term and Digital Core REIT is unable to recoup the costs of restoring the space to a pre-let condition, Digital Core REIT may incur significant costs to make the space reusable for new customers and lose out on the revenues from the space if it does not re-let it.

In general, the costs of tenant improvements is part of a negotiation of a new lease and varies on a lease-to-lease basis (i.e., in certain cases the tenant bears all or part of such costs and in other cases the landlord bears all or part of such costs). Whether the landlord has to bear any such costs would also impact on the rentals which it would require the tenant to pay. Each tenant is, in general, required to return the space in good and clean condition, ordinary wear and tear permitted, and remove personal property and restore such space in accordance with the specific terms of the lease. That said leases vary as to the requirements regarding the removal of improvements by tenant at each property following the termination or expiration of the lease.

Digital Core REIT is subject to the risk of non-renewal, non-replacement, early termination of leases, and decreased demand for data centre space.

Any downturn in the businesses, bankruptcy or insolvency of a customer of Digital Core REIT may result in such customer deciding not to renew its lease at the end of a lease cycle or to terminate the lease before it expires. Factors that affect the ability of customers to meet their obligations under the leases include, but are not limited to:

- their financial position;
- the local economies in which they have business operations;
- the ability of customers to compete with their competitors;
- in the instance where customers have sub-leased the Properties, the failure of such party to pay rent; and
- material losses in excess of insurance proceeds.

For the month of June 2021, the top 5 customers of the IPO Portfolio contributed 97.2% of the gross Base Rental Income of Digital Core REIT. As such, if a major customer or a significant number of customers terminate their leases or do not renew their leases at expiry, Digital Core REIT's financial condition, results of operations and capital growth may be adversely affected. The amount of rent and the terms on which lease renewals and new leases are agreed may also be less favourable than the current leases and substantial amounts may have to be spent for lease commission, customer improvements or customer inducements. Additionally, the demand for data centre space may be reduced. If replacement customers cannot be found in a timely manner or on terms acceptable to the Manager upon a customer's default, non-renewal or reduction in space, the revenue and financial condition of the relevant Property will be adversely affected, and the ability of Digital Core REIT to make regular distributions to its Unitholders may be adversely affected.

The customers of the IPO Portfolio have not provided any security deposits.

Given the credit quality of the customers of the IPO Portfolio, no security deposits are provided. In the event that any customer fails to pay its rental, there would not be any security deposit to be drawn upon. While Digital Core REIT may commence litigation against the defaulting customer to make a claim for the outstanding rents, depending on the financial condition of the customer, such customer may not have any cash to pay the outstanding rents. In such a situation, the revenue and financial condition of the relevant Property may be adversely affected and the ability of Digital Core REIT to make regular distributions to its Unitholders may be adversely affected.

Digital Core REIT's ability to make distributions to Unitholders may be adversely affected by increases in direct expenses and other operating expenses.

Digital Core REIT's ability to make regular distributions to Unitholders could be adversely affected if direct expenses and other operating expenses for which customers are not responsible pursuant to the lease agreements increase. Such operating expenses include, but are not limited to:

- compliance with laws, regulations or policies;
- direct or indirect tax policies, laws or regulations;
- sub-contracted service costs;
- labour costs; and
- repair and maintenance costs.

Supporting infrastructure near the Properties may not be completed or implemented as planned, or may be closed, relocated, terminated or delayed.

Data centres are dependent on access to inexpensive power, major population centres and communications networks, including voice, data and fibre optics networks and infrastructure. There is no assurance that communications and network infrastructure near the Properties will be completed or implemented as planned, or will not be closed, relocated, terminated or delayed. If any such an event were to occur, it could adversely impact the attractiveness and marketability of the relevant Property to customers, which may have an adverse impact on the demand and rental rates for the relevant Property. Consequently, the ability of Digital Core REIT to make regular distributions to its Unitholders may be adversely affected.

The Properties and future properties to be acquired by Digital Core REIT may require significant periodic capital expenditures beyond the Manager's estimates at the time of acquisition and Digital Core REIT may not be able to fund such capital expenditures.

In order to remain competitive, the Properties and future properties to be acquired by Digital Core REIT may require periodic capital expenditures beyond the Manager's estimates at the time of acquisition for refurbishment or renovation or rectification works or development of the Properties. Digital Core REIT may not be able to fund such capital expenditures solely from cash from its operating activities and may not be able to obtain additional equity or debt financing on favourable terms or at all. If Digital Core REIT is not able to fund such capital expenditures, the attractiveness, marketability and operating efficiency of the Properties may be adversely affected. Other than US\$5 million of expected capital expenditure for the Forecast Year 2022 and the Projection Year 2023, the Manager does not currently expect Digital Core REIT to incur any other material capital expenditure for the Forecast Year 2022 and the Projection Year 2023.

Digital Core REIT may not be able to put in place or maintain adequate insurance in relation to the Properties and its potential liabilities to third parties or may suffer material losses in excess of insurance proceeds.

The Properties face the risk of suffering physical damage caused by fire, terrorism, acts of God such as natural disasters like earthquakes or other causes, as well as potential public liability claims, including claims arising from the operations of the Properties. Certain risks, such as floods and losses caused by the outbreak of contagious diseases, contamination or other environmental impairment, may be uninsurable or the cost of insurance may be prohibitive when compared to the risk. The Manager is of the view that the Properties will have insurance coverages which are adequate and in line with insurance coverage for properties in US and Canada. Currently, Digital Core REIT's property insurance policies for the Properties do not cover acts of war, intentional or dishonest acts, nuclear reaction or radio-active contamination, asbestos contamination or other long-term environmental impairments. Digital Core REIT may also not have any insurance designed to limit any losses it may incur as a result of known or unknown environmental conditions. (See "Risk Factors – Risks relating to the Properties – Digital Core REIT could incur significant costs or liability related to environmental matters".)

Further, should an uninsured loss or a loss in excess of insured limits occur, Digital Core REIT could be required to pay compensation and/or lose capital invested in the affected Property as well as anticipated future revenue from that Property as it may not be able to rent out or sell the affected Property and any financial obligations secured by such Property may be accelerated. There is no assurance that material losses in excess of insurance proceeds will not occur.

Renovation or redevelopment works or physical damage to Properties may disrupt operations and collection of rental income or otherwise result in adverse impact on the financial condition of Digital Core REIT.

The quality and design of the Properties have a direct influence over the demand for space in, and the rental rates of, the Properties. The Properties may need to undergo renovation or redevelopment works from time to time to retain their competitiveness and may also require unforeseen *ad hoc* maintenance or repairs in respect of faults or problems that may develop or because of new planning laws or regulations. The costs of maintaining the Properties and the risk of unforeseen maintenance or repair requirements tend to increase over time as buildings age. The business and operations of a Property may suffer some disruption, and it may not be possible to collect the full or any rental income on space affected by such renovation or redevelopment work. In addition, physical damage to a Property resulting from fire or other causes may lead to a significant disruption to the business and operation a Property and, together with the foregoing, may impose unbudgeted costs on Digital Core REIT and the ability of Digital Core REIT to make regular distributions to Unitholders may be adversely affected.

Digital Core REIT could incur significant costs or liability related to environmental matters.

Digital Core REIT's operations are subject to various environmental laws, including those relating to air pollution control, water pollution control, waste disposal, noise pollution control and the storage, handling and disposal of hazardous or toxic materials or substances. Under these laws, an owner or occupier of real property may be subject to liability, including a fine or imprisonment for breach of these laws, for air pollution, noise pollution or the presence or discharge of hazardous or toxic materials or substances at that Property. The Properties and other real estate assets acquired in the future by Digital Core REIT may be affected by contamination or other environmental issues which may not previously have been identified and/or rectified at the time of acquisition or which may subsequently occur after acquisition.

This gives rise to a number of risks, including:

- the risk of prosecution by environmental authorities;
- unbudgeted additional expenditure that may be incurred to remedy such issues;
- the adverse impact on the operations or disruptions at the affected Property which may in turn adversely affect the revenue of Digital Core REIT; and
- the adverse impact on the value of the affected Property.

Digital Core REIT may be required to incur capital expenditures to comply with these environmental laws. The discharge, release or disposal of air, soil or water pollutants without a valid permit or the improper use, storage or handling of hazardous or toxic materials or substances may expose Digital Core REIT to liability or materially adversely affect its ability to sell or lease a Property or to borrow using a Property as collateral. Accordingly, in such cases, Digital Core REIT risks enforcement by environmental authorities and may be required to incur unbudgeted capital expenditures to remedy such issue which may affect its ability to conduct business and to meet its tenancy obligations.

Asbestos-containing materials (ACM) are commonly found (or are suspected to be present) in buildings constructed before 1980, including certain of the Properties. Under the various environmental and health and safety laws in the United States, employers and building owners have an obligation to monitor ACM to prevent exposure to friable asbestos in concentrations above permissible regulatory limits. Digital Core REIT is currently in compliance with applicable ACM laws and regulations at the Properties and does not anticipate any material expenditures for ACM maintenance or removal in the future. In aggregate, these Properties account for (i) approximately 22% to the IPO Portfolio by NAV/Appraised Valuation; and (ii) 19%, 18% and 17% of net property income for FY2018, FY2019 and FY2020 (on a pro forma basis), respectively; and (iii) 18% of net property income for both the Forecast Year 2022 and Projection Year 2023.

Digital Core REIT is compliant with the relevant regulations in relation to the management of asbestos in these Properties. There are currently no remediation plans in effect at this time, nor are any needed, as the asbestos is contained. Additionally, no provisions have been made in respect of this matter. If Digital Core REIT removes the asbestos or renovates or demolishes the relevant building, certain environmental regulations govern the manner in which the asbestos must be surveyed, handled and removed, and Digital Core REIT could incur substantial costs complying with such regulations.

Certain of the Properties are located in areas where there is regional groundwater contamination arising from the historic uses in the area by other parties. In addition, one Property may have soil or groundwater contamination as a result of migration of contamination from an adjacent property owner. The third parties responsible for the cost of investigating and cleaning up such contamination have been identified, and the remediation work is being performed by these parties. Digital Core REIT has not been named a responsible party for clean-up at any Property. If work is required in relation to the Properties in the future, it is not expected that Digital Core REIT would be liable for the cost of investigating and cleaning up such contamination. These Properties which require remediation to the IPO Portfolio account for in aggregate (i) less than 15% by NAV/Appraised Valuation; and (ii) less than 15% of net property income for FY2018, FY2019 and FY2020 (on a pro forma basis) and both the Forecast Year 2022 and Projection Year 2023. The remediation work at the subject sites is being performed by other responsible parties. While the work has been initiated and is ongoing, closure of the remediation is not expected for some time.

Indoor air quality issues can stem from vapour emissions from soil or ground contamination (or other sources of contamination), inadequate ventilation, and biological contaminants such as moulds, pollen, viruses and bacteria. Indoor exposure to such contaminants above certain levels may result in allergic reactions or other health effects and symptoms in susceptible individuals. If these conditions were to occur at any of the Properties, Digital Core REIT may be required to undertake a targeted remediation programme, including without limitation, implementing steps to increase indoor ventilation rates and/or eliminate sources of contaminants. Such remediation programmes, if required, could be costly, necessitate the temporary relocation of some or all of the Property's customers or require rehabilitation of the affected Property.

Former underground and above-ground storage tanks, clarifier tanks and associated equipment are found in certain of the Properties. Many of these former tanks and equipment have been closed and removed from the Properties. Confirmation testing has been performed. Either the relevant local authorities have issued closure letters for these matters in relation to such Properties or an examination of the site has indicated that there is no clean-up or remedial action required at this time. Should Digital Core REIT seek to redevelop these Properties, it may be required to remove or handle any remaining tanks and equipment in accordance with applicable environmental laws which may result in an increase in the cost of such redevelopment. Also, above-ground storage tanks are used to store diesel fuel for operation of backup generators at some Properties. There have been no significant releases or compliance issues related to these fuel tanks.

There is no assurance that Digital Core REIT will be able to leverage on the Sponsor's experience in the operation of the Properties or the Sponsor's experience in the management of REITs.

In the event that the Sponsor decides to transfer or dispose of its Units or its shares in the Manager, Digital Core REIT may no longer be able to leverage on:

- the Sponsor's experience in the ownership and operation of data centre properties; or
- the Sponsor's financial strength, market reach and network of contacts to further its growth.

This may have a material and adverse impact on Digital Core REIT's results of operations and financial condition which may consequently affect its ability to make distributions to its Unitholders.

Occurrence of any acts of God, natural disasters, war and terrorist attacks may adversely and materially affect the business and operations of the Properties.

Acts of God, such as natural disasters like earthquakes, floods, pandemics, war and terrorist attacks are beyond the control of Digital Core REIT or the Manager. These may materially and adversely affect the economy, infrastructure and livelihood of the local population. Digital Core REIT's business and income available for distribution may be adversely affected should such acts of God, war or terrorist attacks occur. There is no assurance that any war, terrorist attack or other hostilities in any part of the world, potential, threatened or otherwise, will not, directly or indirectly, have an adverse effect on the operations, revenues and profitability of Digital Core REIT. The consequences of any of these acts of God, terrorist attacks or armed conflicts are unpredictable, and Digital Core REIT may not be able to foresee events that could have an adverse effect on its business, financial condition and results of operations.

Digital Core REIT may have significant investments in large metropolitan markets that have been or may be in the future the targets of actual or threatened terrorist attacks, including California and Virginia. As a result, some customers in these markets may choose to relocate their businesses to other markets or to lower-profile data centres within these markets that may be perceived to be

less likely targets of future terrorist activity. This could result in an overall decrease in the demand for data centres in these markets generally or in the Properties in particular, which could increase vacancies in the Properties or necessitate that the Properties are leased on less favourable terms or both. In addition, future terrorist attacks in these markets could directly or indirectly damage the Properties, both physically and financially, or cause losses that materially exceed insurance coverage. As a result of the foregoing, Digital Core REIT's ability to generate revenue and the value of its Properties could decline materially.

Physical damage to the Properties resulting from fire, earthquakes, floods, pandemics, or other acts of God, or acts of war, civil unrest, political disruption, terrorist attack, or other hostilities in any part of the world, potential, threatened or otherwise, may directly or indirectly lead to a significant disruption to the business and operation of the Properties. This may result in the loss of invested capital in affected Properties as well as anticipated future revenues as it may not be able to rent out or sell the affected Properties and any financial obligations secured by such Properties may be accelerated.

Certain lease agreements contain change of control provisions in relation to the sale of the Property to certain restricted parties.

Certain tenancy agreements contain change of control provisions in relation to the sale of the Property (whether directly or indirectly) to certain restricted parties, including a competitor of the customer, foreign governmental entities and parties that do not meet certain financial or operational requirements, under the applicable lease. The rights of the customer in such an event may include the right to terminate the lease or reduce the rental or exercise a right of first refusal to acquire the relevant Property. This may prevent Digital Core REIT from selling the relevant Property to such restricted parties. In addition, if such a restricted party were to acquire a significant percentage of Digital Core REIT, such change of control provisions could be triggered. That said, given the 9.8% ownership limit, the risks of such restricted parties acquiring a sufficient number of units in Digital Core REIT, and thus triggering the change of control provision is limited.

Certain of the Properties are subject to rights of first offer under the lease agreement in favour of the customer.

Certain of the Properties are subject to rights of first offer under the lease agreement in favour of the customer. Such customer has the right of first offer to acquire the Property in the event of a sale of certain Properties or change of control of the applicable SPE or Canadian JV that owns such Property, unless certain exceptions to the right of first offer apply. Pursuant to this right of first offer, if it were to apply, Digital Core REIT must first offer the relevant customer an opportunity to purchase the Property on the same terms that Digital Core REIT is proposing to sell at to third parties or provide the relevant customer with information to evaluate whether the purchaser is a restricted party under the lease triggering the first offer right unless an exemption applies.

There are easements and grants affecting the Properties.

A number of Properties contain easements which restrict the applicable owner's right to install structures within the easement area and/or require such owner to provide unobstructed access to such easement area in order for the applicable easement holder to exercise the rights granted in the easement.

In relation to one Property, the building encroaches upon an electrical easement area. Digital Core REIT has caused the applicable U.S. SPE to obtain title insurance insuring against the forced removal of the building by virtue of the encroachment. The value of the insurance covers the Appraised Value of the Property, which is a customary amount for such transactions. In addition, there are certain other minor encroachments on easements at other Properties.

In relation to another Property, a third party has the rights to any oil, gas and minerals in certain portions of the Property and has the right to drill and maintain related wells, pipelines and conduits to extract such oil, gas and minerals provided that they do not interfere with Digital Core REIT's use of the land.

Digital Core REIT would need to ensure that it complies with the various easements and grants, if not, there is a risk that there may be costs or liabilities arising from a breach of such easement and grants.

Digital Core REIT will be bound by existing restrictions and conditions in relation to redeveloping or carrying out construction works on certain properties.

Certain Properties are subject to certain declarations and other agreements with covenants, conditions and restrictions, which such documents impose certain development and operational restrictions and obligations, including, without limitation, design review requirements and approval to ensure conformity and harmony of the external design and of location with neighbouring structures and sites.

Such development and operational restrictions and obligations may affect ability of Digital Core REIT from undertaking renovation or redevelopment works in relation to the Property if its design does not meet the design requirements.

The representations, warranties and indemnities granted in favour of Digital Core REIT by the Sponsor are subject to limitations as to their scope, amount and timing of claims which can be made thereunder.

Consistent with commercial real estate practices in the United States and Canada, the representations, warranties and indemnities granted in favour of Digital Core REIT, the Parent U.S. REIT and Singapore Sub 3 in the Contribution and Sale Agreement are subject to limitations as to the scope, amount and the timing of claims which can be made thereunder. (See "Certain Agreements Relating to Digital Core REIT and the Properties – Contribution and Sale Agreement" for further details of such limitations.) Also consistent with commercial real estate practices in the United States and Canada, Digital Core REIT will obtain a title insurance policy for each Property in the IPO Portfolio which will insure each SPE against certain risks related to title to the Property owned by such SPE (and against violations of certain zoning requirements applicable to the Properties) for an amount equal to the corresponding value allocated to such Property as set forth in the Contribution and Sale Agreement.

The Parent U.S. REIT and Singapore Sub 3 (and their respective subsidiaries) may not have recourse under the Contribution and Sale Agreement or the title insurance policies for all losses or liabilities which it might suffer or incur in connection with the Properties and it will need to rely on its own due diligence in addition to the indemnities provided by the vendors and the title insurance provided by the title insurance companies to help mitigate against the risk of such losses and liabilities. While the Manager believes that reasonable due diligence has been, and will be, performed with respect to the Properties and that the due diligence conducted has not raised any material adverse findings in relation to the Properties, there can be no assurance that there will not be any losses or liabilities suffered by Digital Core REIT in connection with the Properties beyond the limits of the recourse under the indemnities and title insurance. In the event that Digital Core REIT suffers losses or liabilities in connection with the Properties which it, through the Parent U.S. REIT and Singapore Sub 3 (and their respective subsidiaries) (as the case may be), has no recourse or only limited recourse to under the Contribution and Sale Agreement or the title insurance policies, its financial condition, business, results of operations and/or prospects may be materially adversely affected. (See "Certain Agreements Relating to Digital Core REIT and the Properties – Contribution and Sale Agreement".)

The due diligence exercise on the Properties, tenancies, buildings and equipment may not have identified all defects, breaches of laws and regulations and other deficiencies.

The Manager believes that reasonable due diligence investigations with respect to the IPO Portfolio were, and with respect to future acquisitions will be, conducted prior to their acquisition. However, there is no assurance that Properties will not have defects or deficiencies requiring repair, maintenance or replacement (including design, construction or other latent property or equipment defects in Properties which may require additional capital expenditures, special repair, maintenance expenses, the payment of damages or other obligations to third parties) or be affected by breaches of laws and regulations.

Statutory or contractual representations, warranties and indemnities given by any seller of the Properties may not afford satisfactory protection from costs or liabilities arising from such property or equipment defects.

Costs or liabilities arising from such defects or deficiencies may require significant capital expenditures or obligations to third parties and may involve significant and potentially unpredictable patterns and levels of expenditure which may have a material adverse effect on Digital Core REIT's earnings and cash flows.

The valuations of the Properties are based on various assumptions and the price at which Digital Core REIT is able to sell such Properties in the future may be different from the initial acquisition value.

There can be no assurance that the assumptions on which the valuations of the Properties are, or will be, based are accurate measures of the market, and the values may be evaluated inaccurately. The Independent Valuers may have included a subjective determination of certain factors relating to a Property such as its relative market position, financial and competitive strengths, and physical condition and, accordingly, the valuation of a Property (which affects the NAV per Unit) may be subjective or prove incorrect.

The valuation of any Property does not guarantee a sale price at that value at present or in the future. The price at which Digital Core REIT may sell a Property may be lower than its purchase price or the anticipated sale price projected at the time of acquisition, which would affect the NAV per Unit and the ability of Digital Core REIT to acquire a suitable replacement Property.

RISKS RELATING TO DIGITAL CORE REIT'S OPERATIONS

The Manager may not be able to successfully implement its investment strategy for Digital Core REIT.

The Manager may not be able to successfully implement its investment strategy, expand Digital Core REIT's portfolio at any specified rate or to any specified size, or make acquisitions or investments on favourable terms or within a desired time frame.

Digital Core REIT faces active competition in acquiring suitable and attractive properties from other property investors, including other REITs, property development companies and private investment funds. There is no assurance that Digital Core REIT will be able to compete effectively against such entities and its ability to make acquisitions under its acquisition growth strategy may be adversely affected. Even if Digital Core REIT was able to successfully acquire properties or other investments, there is no assurance that Digital Core REIT will achieve its intended return on such acquisitions or investments.

The real estate industry in which Digital Core REIT operates is capital intensive and Digital Core REIT may from time to time require significant amounts of capital for purposes such as acquisitions or redevelopment. Since the amount of borrowings that Digital Core REIT can incur to finance acquisitions is limited by the Property Funds Appendix, such acquisitions are likely to be largely dependent on Digital Core REIT's ability to raise equity capital. This may result in a dilution of Unitholders' holdings. Potential vendors may view negatively the prolonged time frame and lack of certainty associated with the raising of equity capital to fund any such purchase. They may instead prefer other potential purchasers.

In addition, the Manager is dependent on support from the Asset Managers to perform certain operational duties in respect of the Parent U.S. REIT, the JVs and the SPEs, including supporting the execution, through the Parent U.S. REIT, the JVs and the SPEs of the investment strategy of Digital Core REIT and debt financing plans for any debt taken up by the Parent U.S. REIT, the JVs and the SPEs, in each case subject to the duties and responsibilities of the board of directors of the Parent U.S. REIT or the Canadian JV (as applicable). (See "Certain Agreements Relating to Digital Core REIT and the Properties – Asset Management Agreements" for further details). There can be no assurance that there will not be any disagreements between the Manager and the Asset Managers. While we expect that the Manager and the Asset Managers will to work in good faith to resolve any such disagreements and the ultimate investment decision lies with the Manager, the Manager may not be able to fully leverage the support and experience of the Asset Managers in pursuing its investment strategy in the event of such disagreement.

Digital Core REIT may be unable to successfully integrate and operate acquired properties, which could have a material adverse effect on Digital Core REIT.

Even if Digital Core REIT is able to make acquisitions on favourable terms, its ability to successfully integrate and operate them is subject to the following significant risks:

- it may spend more than budgeted amounts to make necessary improvements or renovations to acquired properties, as well as require substantial management time and attention;
- it may be unable to integrate new acquisitions quickly and efficiently, particularly acquisitions of operating businesses or portfolios of properties, into its existing operations;
- acquired properties may be subject to reassessment, which may result in higher than expected property tax payments;
- its customer retention and lease and co-location renewal risks may be increased; and
- market conditions may result in higher than expected vacancy rates and lower than expected rental rates.

Any inability to integrate and operate acquired properties to meet Digital Core REIT's financial, operational and strategic expectations could have a material adverse effect on Digital Core REIT.

The Manager's strategy to perform asset enhancement initiatives on some of the Properties from time to time may not materialise.

The Manager may from time to time perform asset enhancement initiatives on some of the Properties. There is no assurance that such plans for asset enhancement will materialise, or in the event that they do materialise, they may not achieve their desired results or may incur significant costs.

The amount Digital Core REIT may borrow is limited, which may affect the operations of Digital Core REIT.

Under the Property Funds Appendix, Digital Core REIT is permitted to borrow up to 45.0% of the value of the Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units). The aggregate leverage of Digital Core REIT may exceed 45% of the value of the Deposited Property (up to a maximum of 50.0%) only if Digital Core REIT has a minimum adjusted interest coverage ratio of 2.5 times after taking into account the interest payment obligations arising from the new borrowings. As at the Listing Date, Digital Core REIT is expected to have gross borrowings of US\$350 million, which represents an Aggregate Leverage of approximately 27.0% based on the Offering Price. (See “Capitalisation and Indebtedness – Indebtedness” for further details.)

Digital Core REIT may, from time to time, require further debt financing to achieve its investment strategies. In the event that Digital Core REIT decides to incur additional borrowings in the future, Digital Core REIT may face adverse consequences as a result of this limitation on future borrowings, and these may include:

- an inability to fund capital expenditure requirements of Digital Core REIT’s existing asset portfolio or for future acquisitions to expand its portfolio;
- missing out on attractive acquisition opportunities which may be available for only a limited period of time but for which debt financing in excess of the borrowing limits would have been required;
- a decline in the value of the Deposited Property may cause the borrowing limit to be exceeded, thus affecting Digital Core REIT’s ability to make further borrowings; and
- cash flow shortages (including with respect to distributions) which Digital Core REIT might otherwise be able to resolve by borrowing funds.

Digital Core REIT may face risks associated with debt financing and the Loan Facilities and the debt covenants could limit or affect Digital Core REIT’s operations.

As at the Listing Date, Digital Core REIT will have in place certain debt facilities. (See “Capitalisation and Indebtedness – Indebtedness” for further details.)

Digital Core REIT is subject to risks associated with debt financing, including the risk that its cash flows will be insufficient to meet the required payments of principal and interest under such financing, and therefore to make distributions to Unitholders.

Distributions from Digital Core REIT to Unitholders will be computed based on at least 90.0% of Distributable Income. As a result of this distribution policy, Digital Core REIT may not be able to meet all of its obligations to repay any future borrowings through its cash on hand. Digital Core REIT may be required to repay maturing debt with funds from additional debt or equity financing or both. There is no assurance that such financing will be available on acceptable terms or at all.

Certain change of control events, such as (i) if the Manager ceases to be a subsidiary of the Sponsor, (ii) the Sponsor ceases to control the Manager, (iii) Digital Core REIT Management Pte. Ltd. ceases to be the manager of Digital Core REIT or (iv) the failure of the Sponsor to hold directly or indirectly an ownership interest of at least 10% (in aggregate) in the SPEs (which ownership interest will take into account both ownership by the Sponsor and its affiliates of Units in Digital Core REIT and equity interests held by the Sponsor and its affiliates in the JVs), may trigger the repayment of the debt facilities. If there is a default under the terms of the debt facilities, the Lenders may be able to declare a default and initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided.

Digital Core REIT may be subject to the risk that the terms of any refinancing undertaken (which may arise from a change of control provision) will be less favourable than the terms of the original borrowings. While Digital Core REIT is not subject to covenants that may limit or otherwise adversely affect its operations and its ability to make distributions to Unitholders as at the Latest Practicable Date, the terms of any refinancing undertaken in the future may contain such covenants and other covenants which may also restrict Digital Core REIT's ability to acquire properties or undertake other capital expenditure and may require it to set aside funds for maintenance or require Digital Core REIT to maintain certain financial ratios (e.g. loan to value ratios). The triggering of any of such covenants may have an adverse impact on Digital Core REIT's financial condition.

Neither Digital Core REIT nor the Manager has a long-established operating history.

Digital Core REIT was constituted on 10 November 2021, and the Manager was incorporated on 2 July 2021. Although the Sponsor is the operating partnership subsidiary of Digital Realty Trust, Inc., which has operated as a U.S. data centre REIT since 2004, neither Digital Core REIT (as a REIT) nor the Manager (as the manager of Digital Core REIT) has sufficient operating histories by which their past performance may be judged. The lack of a long-established operating history will make it more difficult for investors to assess Digital Core REIT's future performance. There is no assurance that Digital Core REIT will be able to generate sufficient revenue from operations to make distributions or that such distributions will be in line with those set out in "Profit Forecast and Profit Projection".

If the Manager's CMS Licence is cancelled or the authorisation of Digital Core REIT as a collective investment scheme under Section 286 of the SFA is suspended, revoked or withdrawn, the operations of Digital Core REIT will be adversely affected.

The CMS Licence issued to the Manager is subject to conditions unless otherwise cancelled. If the CMS Licence of the Manager is cancelled by the MAS, the operations of Digital Core REIT will be adversely affected, as the Manager would no longer be able to act as the manager of Digital Core REIT.

Digital Core REIT was authorised as a collective investment scheme on 29 November 2021 and must comply with the requirements under the SFA and the Property Funds Appendix. In the event that the authorisation of Digital Core REIT is suspended, revoked or withdrawn, its operations will also be adversely affected.

Acquisitions may not yield the returns expected and may result in disruptions to Digital Core REIT's business and strain of management resources.

Acquisitions may cause disruptions to Digital Core REIT's operations and divert management's attention away from day-to-day operations.

Newly acquired properties may require significant management attention that would otherwise be devoted to Digital Core REIT's ongoing business. Notwithstanding pre-acquisition due diligence, it may not be possible to fully understand a property before it is owned and operated for an extended period of time. For these reasons, among others, Digital Core REIT's business plan to acquire additional properties may not succeed or may cause it losses.

Digital Core REIT depends on certain key personnel and the loss of any key personnel may adversely affect its operations.

Digital Core REIT's performance depends, in part, upon the continued service and performance of the executive officers of the Manager and the Asset Managers. (See "The Manager and Corporate Governance – The Manager of Digital Core REIT – Executive Officers of the Manager")

for details of the executive officers of the Manager.) These key personnel may leave the employment of the Manager or an Asset Manager. If any of the above were to occur, time will need to be spent searching for a replacement and the duties for which such executive officers are responsible may be affected. The loss of any of these individuals could have a material adverse effect on the financial condition and the results of operations of Digital Core REIT.

Digital Core REIT may from time to time be subject to legal proceedings and government proceedings.

While, to the Manager's knowledge, there have been no past material legal suits involving the Properties, legal proceedings against Digital Core REIT and/or its subsidiaries relating to property management and disputes over tenancies may arise from time to time. There can be no assurance that Digital Core REIT and/or its subsidiaries will not be involved in such proceedings or that the outcome of these proceedings will not adversely affect the financial condition, results of operation or cash flow of Digital Core REIT.

Possible change of investment strategies may adversely affect Unitholders' investments in Digital Core REIT.

The Manager may from time to time amend the investment strategies of Digital Core REIT if it determines that such change is in the best interests of Digital Core REIT and its Unitholders without seeking Unitholders' approval. The Manager may, subject to the relevant laws, regulations and rules (including the Listing Manual), alter such investment strategies upon the expiry of three years from the Listing Date, provided that it has given not less than 30 days' prior notice of the change to the Trustee and Unitholders by way of an announcement on the SGX-ST. Such changes may adversely affect Unitholders' investment in Digital Core REIT.

Digital Core REIT's investment strategy may entail a higher level of risk as compared to other types of unit trusts that have a more diverse range of investments.

Digital Core REIT's principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy, will subject Digital Core REIT to risks inherent in concentrating in real estate. The level of risk could be higher as compared to other types of unit trusts that have a more diverse range of investments in other sectors.

Digital Core REIT may be adversely affected by the illiquidity of real estate investments.

Real estate investments are relatively illiquid and such illiquidity may affect Digital Core REIT's ability to vary its investment portfolio or liquidate part of its assets in response to changes in economic, property market or other conditions. Digital Core REIT may be unable to sell its assets on short notice or may be forced to give a substantial reduction in the price that may otherwise be sought for such assets in order to ensure a quick sale. These factors could have an adverse effect on Digital Core REIT's financial condition and results of operations, and the ability of Digital Core REIT to make regular distributions to its Unitholders.

Digital Core REIT may not be able to control or exercise any influence over entities in which it has minority interests.

Digital Core REIT may, in the course of acquisitions, acquire minority interests in real estate related investment entities. There is no assurance that Digital Core REIT will be able to exercise active control over such entities and the management of such entities may make decisions which could adversely affect the operations of Digital Core REIT and the ability of Digital Core REIT to make regular distributions to its Unitholders.

Digital Core REIT relies on information technology in its operations, and any material failure, inadequacy, interruption or security failure of that technology could harm its business.

Digital Core REIT relies on information technology networks and systems, including the Internet, to process, transmit and store electronic information and to manage or support a variety of its business processes, including financial transactions and maintenance of records, which may include personally identifiable information of customers and lease data. Digital Core REIT relies on commercially available systems, software, tools and monitoring to provide security for processing, transmitting and storing confidential customer information, such as individually identifiable information relating to financial accounts. Although Digital Core REIT has taken steps to protect the security of the data maintained in its information systems, it is possible that such security measures will not be able to prevent the systems' improper functioning, or the improper disclosure of personally identifiable information such as in the event of cyber-attacks. Security breaches, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create system disruptions, shutdowns or unauthorised disclosure of confidential information. Any failure to maintain proper function, security and availability of Digital Core REIT's information systems could interrupt its operations, damage its reputation, subject Digital Core REIT to liability claims or regulatory penalties and could materially and adversely affect it.

RISKS RELATING TO THE DATA CENTRE INDUSTRY

The Properties depend upon the technology industry and the demand for technology-related real estate.

A decline in the technology industry or a decline in outsourcing by corporate clients could lead to a decrease in the demand for data centre real estate, which may affect Digital Core REIT's business and financial condition adversely. Digital Core REIT is also susceptible to adverse developments in the corporate and institutional data centre and broader technology industries (such as business layoffs or downsizing, industry slowdowns, relocations of businesses, costs of complying with government regulations or increased regulations and other factors) and the technology-related real estate market (such as oversupply of or reduced demand for space).

Future technological developments may disrupt the economics and infrastructure of data centres.

Although Digital Core REIT attempts to account for technological developments in its planning for new acquisitions and its existing data centres, the introduction of new technologies and their impact on data centres cannot be predicted with certainty. Technological developments may have a disruptive impact on Digital Core REIT's data centres in a variety of ways, including, but not limited to:

- reduced power requirements with an associated reduction in power utilisation by clients, and the resulting revenues generated by clients.
- enhanced computing power with an associated reduction in physical space and increased power density requirements.

The infrastructure of the Properties may become obsolete and/or breakdown and Digital Core REIT may not be able to upgrade and/or replace the power, cooling and security systems of the Properties cost-effectively or at all.

The markets for the Properties, as well as the industries in which Digital Core REIT's clients operate, are characterised by rapidly changing technologies, evolving industry standards, frequent new product introductions and changing client demands. Digital Core REIT's ability to deliver resilient data centre infrastructure to supply redundant power and cooling systems coupled

with tight security access are significant factors in the clients' decisions to rent space in the Properties. The data centre infrastructure of the Properties may become obsolete due to the development of new systems to deliver power to, or eliminate heat from, the servers and other client equipment hosted by the Properties. Furthermore, the data centre infrastructure of the Properties may also break down due to wear and tear after a period of time, which may require a technology refresh or new infrastructure acquisition which could incur costs to Digital Core REIT.

Furthermore, potential future regulations that apply to the industries which Digital Core REIT's clients are in may require these clients to seek specific infrastructure requirements for their data centres that Digital Core REIT is unable to provide. In such circumstances, Digital Core REIT could lose some clients or be unable to attract new clients in certain industries, and this would have a material adverse effect on its results of operations and prospects.

The long sales cycle for data centre products could have a material adverse effect on Digital Core REIT.

A customer's decision to take up space in one of Digital Core REIT's data centres typically involves a significant commitment of resources, time-consuming contract negotiations regarding the service level commitments and substantial due diligence on the part of the customer regarding the adequacy of Digital Core REIT's infrastructure and attractiveness of its products and services. As a result, the leasing of data centre space has a long sales cycle. Furthermore, Digital Core REIT may expend significant time and resources in pursuing a particular sale or customer that may not result in any revenue. Digital Core REIT's inability to adequately manage the risks associated with leasing the space and products within its facilities could have a material adverse effect on the business, financial condition and results of operations of Digital Core REIT.

Digital Core REIT is primarily focused on the ownership of data centres and any decrease in the demand for data centre space could have a material adverse effect on Digital Core REIT.

The Portfolio consists entirely of data centres and it is subject to risks inherent in investments in a single industry. Adverse developments in the data centre market or in the industries in which Digital Core REIT's customers operate could lead to a decrease in the demand for data centre space, which could have a greater material adverse effect on Digital Core REIT than if it owned a more diversified real estate portfolio. The occurrence of such adverse circumstances is likely to impact market rents for and cash flows from Digital Core REIT's data centre space, which could have a material adverse effect on the business, financial condition and results of operations of Digital Core REIT.

Digital Core REIT faces competition, which may decrease or prevent increases of the occupancy and rental rates of its data centres, alter the terms and conditions of future leases and colocation arrangements and result in shorter term rental periods.

Digital Core REIT operates in the data centre industry and competes with numerous owners, operators and developers of data centre properties, many of which own data centres similar to Digital Core REIT's in the same markets in which its data centres are located. In addition, despite the high barriers to entry for the data centre industry, there is still a risk that Digital Core REIT may in the future face competition from new entrants into the data centre market, including new entrants who may acquire Digital Core REIT's current competitors. Digital Core REIT's competitors and potential competitors may have advantages over it, including pre-existing relationships with current or potential customers, significantly greater financial, marketing and other resources and access to capital which allow them to respond more quickly to new or changing opportunities. If Digital Core REIT's competitors offer data centre space that its customers or potential customers perceive to be superior to Digital Core REIT's, or if they offer rental rates substantially below current market rates, or below the rental rates Digital Core REIT offers, it may lose customers or potential customers or be required to incur costs to improve its properties or reduce its rental rates.

Digital Core REIT's customers may choose to develop new data centres or expand their own existing data centres, which could result in the loss of one or more key customers or reduce demand for Digital Core REIT's existing or future data centres, which could have a material adverse effect on its revenues and results of operations.

Digital Core REIT's customers may choose in the future to develop their own new data centres or expand or consolidate into data centres that Digital Core REIT does not own. In the event that any of Digital Core REIT's key customers were to do so, it could result in a loss of business or put pressure on pricing. If Digital Core REIT loses a customer, no assurance can be given that it would be able to replace that customer at a competitive rate or at all, which could have a material adverse effect on Digital Core REIT's revenues and results of operations.

Digital Core REIT could be subject to costs, as well as claims, litigation or other potential liabilities, in connection with risks associated with the security of its data centres.

One of Digital Core REIT's service offerings is its high level of physical security. Many of Digital Core REIT's customers entrust their key strategic information technology services and applications to Digital Core REIT due, in part, to the level of security it offers. A party who is able to breach Digital Core REIT's security could physically damage its and/or its customers' equipment and/or misappropriate either Digital Core REIT's proprietary information or the information of its customers or cause interruptions or malfunctions in Digital Core REIT's operations.

There can be no assurance that the security of any of Digital Core REIT's data centres will not be breached either physically or electronically or that the equipment and information of its customers will not be put at risk. Any security breach could have a serious impact on Digital Core REIT's reputation and could prevent customers from choosing Digital Core REIT's services and lead to customers terminating their leases and colocation arrangements and seeking to recover losses suffered, which could have a material adverse effect on Digital Core REIT's business, financial condition and results of operations. Digital Core REIT may incur significant additional costs to protect against physical and electronic security breaches or to alleviate problems caused by such breaches.

Digital Core REIT's business is dependent on the technical and operational resilience of its infrastructure.

The Properties comprise data centres designed to high specifications, with redundant power and cooling distribution paths to ensure minimal downtime and provide specified levels of operational availability. The specific technical and operational risks in maintaining such standards include but are not limited to power surges from the main grid or external factors such as human error. While Digital Core REIT seeks to manage such risks through multiple layers of redundancy and back-up systems supported by detailed operational procedures and maintenance programmes, no system of risk management can provide absolute assurance against all potential risks. If Digital Core REIT's data centres were to suffer a serious incident, this could have an impact on the track record and reputation of Digital Core REIT. Such an incident could result in losses for its customers, reduce customers' confidence in Digital Core REIT's services and enable its customers to terminate the existing agreements with Digital Core REIT, impair Digital Core REIT's ability to attract new customers and retain existing customers and/or result in Digital Core REIT incurring financial obligations to its customers for breaching the service level commitments it owes to its customers.

Digital Core REIT is dependent upon third-party suppliers for power and certain other services and is vulnerable to service failures of its third-party suppliers and to price increases by such suppliers.

Digital Core REIT relies on third parties to provide power to the Properties and cannot ensure that these third parties will deliver such power, at acceptable prices or on a consistent basis. If the amount of power available is inadequate to support the customer requirements, Digital Core REIT may be unable to satisfy its obligations to its customers or grow its business. In addition, the Properties are susceptible to power shortages and planned or unplanned power outages caused by these shortages. These outages or shortages could be due to lapses by the third-party suppliers. While Digital Core REIT attempts to limit exposure to power shortages or outages by using redundancy infrastructure systems such as backup generators and uninterrupted power supply in its data centres, no system of risk management can provide absolute assurance against all potential risks. Should any of the foregoing occur, this may adversely affect the business and operations of its customers and result in losses for its customers for which Digital Core REIT may be liable under the agreements with its customers. In the event of a power outage and the failure of back-up generators, the remedy available against the electrical supplier may be very limited and may not cover the losses sustained by customers of the relevant Property. If there is substantial and prolonged electricity failure, customers may have a right to terminate their leases.

Future consolidation and competition in Digital Core REIT's customers' industries could reduce the number of Digital Core REIT's existing and potential customers and make Digital Core REIT dependent on a more limited number of customers.

Mergers or consolidations in Digital Core REIT's customers' industries in the future could reduce the number of Digital Core REIT's existing and potential customers and make Digital Core REIT dependent on a more limited number of customers. If Digital Core REIT's customers merge with or are acquired by other entities that are not Digital Core REIT's customers, they may discontinue or reduce their use of Digital Core REIT's data centres in the future. Additionally, some of Digital Core REIT's customers may compete with one another in various aspects of their businesses, which places additional competitive pressures on the customers. Any of these developments could have a material adverse effect on the business of Digital Core REIT.

RISKS RELATING TO THE UNITED STATES AND CANADA

Digital Core REIT may be exposed to risks associated with exchange rate fluctuations and changes in foreign exchange regulations.

The revenue received from the Properties is in U.S. dollars and Canadian dollars. A portion of these U.S. dollars and Canadian dollars will have to be converted into Singapore dollars to settle expenses in Singapore dollars at Digital Core REIT's level and for the distribution payments from Digital Core REIT to Unitholders, except those Unitholders who elect to receive their distributions in U.S. dollars. Accordingly, Digital Core REIT is exposed to risks associated with exchange rate fluctuations which may adversely affect Digital Core REIT's results of operations.

The value of U.S. dollars and Canadian dollars against foreign currencies fluctuates and is affected by changes in the United States, Canada and international political and economic conditions and by many other factors.

The value of the distributions received by a Unitholder may be adversely affected by fluctuations in the exchange rates between U.S. dollars, Canadian dollars, the Singapore dollar and any other currencies which may be adopted from time to time. Significant fluctuations in the exchange rates between such currencies will also, among others, affect the NAV of the Units and the foreign currency value of the proceeds which a Unitholder would receive upon sale of the Units in Singapore. In addition, the forecast and projected yields and yield growth of Digital Core REIT are

calculated based on assumed exchange rates as set out in this Prospectus. As such, there can be no guarantee that Digital Core REIT will achieve such forecast and projected yields and yield growth should there be differences between the actual and assumed exchange rates. (See “Distributions” and “Exchange Rate Information and Exchange Controls” for further details.)

Digital Core REIT faces risks associated with their customers being designated “Prohibited Persons” by the Office of Foreign Assets Control.

Pursuant to Executive Order 13224 and other laws, the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) maintains a list of persons designated as terrorists or who are otherwise blocked or banned (“**Prohibited Persons**”). OFAC regulations and other laws prohibit conducting business or engaging in transactions with Prohibited Persons (the “**OFAC Requirements**”). In this regard, there are measures put in place to determine whether new customers are Prohibited Persons. Digital Core REIT will also review its list of existing customers regularly against the list of Prohibited Persons. If a customer or other party with whom Digital Core REIT contracts is placed on the list of Prohibited Persons, one possible consequence is that the contract would be blocked thus prohibiting all transactions including payment of rent. While to the Manager’s knowledge, there have not been any past incidents arising from the OFAC Requirements that materially affected the Properties, any such termination could result in a loss of revenue or a damage claim by the other party that the termination was wrongful.

The Properties or a part of them may be acquired compulsorily by U.S. federal, state and local governments and Canadian federal or provincial government.

In the U.S., federal, state and local governments and other public bodies, as well as certain quasi-public entities (such as railroads and public utility corporations), have the right to acquire real estate for public use upon payment of just compensation to the affected owner through the exercise of the power of eminent domain. In Canada, federal and provincial government have the right to acquire real estate. A compulsory acquisition of a portion of a Property, even if adequate consideration is paid, could have an adverse effect on the revenue of Digital Core REIT and the value of its asset portfolio. (See “Overview of Relevant Laws and Regulations in the United States and Canada – Relevant Laws and Regulations in the United States – Condemnation” for further details.)

Digital Core REIT may be exposed to risks associated with governmental reviews on foreign investment in the United States.

The Committee on Foreign Investment in the United States (“**CFIUS**”) is charged with the responsibility of assessing potential national security impacts of foreign investments in US businesses, particularly in sectors such as infrastructure, real estate and communications, including data centres. With certain exceptions, acquisitions of businesses in such sectors in the United States, and in some cases real estate, by foreign investors may be subject to CFIUS review. CFIUS may review a transaction within its jurisdiction, even after closing, unless CFIUS has previously approved that acquisition. If CFIUS determines on review of an acquisition that a national security concern exists, CFIUS may request that the foreign investor put in place restrictions or limitations that mitigate the concern or may request that the President of the United States block or compel divestiture of the acquisition. Digital Core REIT has not submitted its acquisition of the IPO Portfolio, and may not submit its acquisition of future properties, to voluntary CFIUS review, but Digital Core REIT may or may be required to do so in the future. As the Sponsor will be the largest single investor in Digital Core REIT (with an approximate 39% interest in the Listing Date (assuming the Over-Allotment Option is not exercised)) and will own 100% of the Manager, as advised by Latham & Watkins LLP, and the Property Managers, the Manager has determined that Digital Core REIT’s acquisition of the IPO Portfolio does not have a regulatory risk profile that would merit a voluntary filing with CFIUS at this time. In addition, because of the ownership limit with respect to the Units of Digital Core REIT, the Manager does not believe any

single non-US investor will acquire a large enough interest in Digital Core REIT upon completion of the Offering so as to raise substantial CFIUS issues at this time. Digital Core REIT may incur additional costs and delays in connection with its acquisitions if Digital Core REIT elects or is required to submit its acquisitions to CFIUS in the future. In addition, the potential for CFIUS review may limit the properties that Digital Core REIT considers for acquisition in the United States, may limit the types of customers that Digital Core REIT considers acceptable at its properties or may limit the number of potential buyers of the properties in the future or may compel Digital Core REIT to dispose of properties it has already acquired.

RISKS RELATING TO AN INVESTMENT IN THE UNITS

Sale or possible sale of a substantial number of Units by the Sponsor or the Cornerstone Investors in the public market could adversely affect the price of the Units.

Following the Offering, Digital Core REIT will have 1,125,357,387 issued Units, of which 843,591,001 Units (assuming over-allotment is not exercised) will be held by the Sponsor and the Cornerstone Investors. If any of the Sponsor or Cornerstone Investors sells or is perceived as intending to sell a substantial amount of its Units, or if a secondary offering of the Units is undertaken, the market price for the Units could be adversely affected (see “Plan of Distribution – Lock-up Arrangements” and “Ownership of the Units” for further details).

Digital Core REIT’s ability to make distributions is dependent on the financial position of the Parent U.S. REIT, Singapore Sub 1, Singapore Sub 2, Singapore Sub 3, the JVs and the SPEs.

In order for the Trustee to make distributions from the income of the Properties, Digital Core REIT has to rely on the direct and indirect receipt of dividends and interest from the Parent U.S. REIT, Singapore Sub 1, Singapore Sub 2, Singapore Sub 3, the JVs and the SPEs. There can be no assurance that these entities will have sufficient revenue and cash flows in any future period to pay dividends or distributions, pay interest or make repayments of loans.

The level of revenue, distributable profits or reserves of any of these entities available to pay dividends or distributions, pay interest or make repayments of loans may be affected by a number of factors including, among other things:

- their respective business and financial positions;
- the availability of distributable profits;
- sufficiency of cash flows received from the Properties;
- reserves established with respect to forecast capital expenditures and working capital needs;
- applicable laws and regulations which may restrict the payment of dividends or distributions by them;
- operating losses incurred by them in any financial year;
- losses arising from a revaluation of the Properties. Such losses may become realised losses which would adversely affect the level of realised profits from which dividends or distributions may be made;

- changes in accounting standards (including standards in respect of depreciation policies relating to real estate investment properties), taxation laws and regulations, laws and regulations in respect of foreign exchange and repatriation of funds, corporation laws and regulations in respect of statutory reserves required to be maintained) in Singapore, the United States and Canada;
- potential tax and/or legal liabilities;
- the extent of rent abatements given to customers to attract new customers and/or retain existing customers, if any; and
- the terms of agreements to which they are, or may become, a party.

There are, in general, currently no laws or regulations which restrict the payment of dividends by the Parent U.S. REIT, Singapore Sub 1, Singapore Sub 2, Singapore Sub 3, the JVs, the U.S. SPEs or the Canadian SPE, save that dividends are only payable out of profits or surplus and distributions by JVs or U.S. SPEs that are structured as limited liability companies are generally only payable if the fair value of the entity's assets exceeds its liabilities. In addition, no assurance can be given as to Digital Core REIT's ability to pay or maintain distributions or that the level of distributions will increase over time.

Market and economic conditions may affect the market price and demand for the Units.

Movements in domestic and international securities markets, economic conditions, foreign exchange rates and interest rates may affect the market price of, and demand for, the Units.

An increase in market interest rates may have an adverse impact on the market price of the Units if the annual yield on the price paid for the Units gives investors a lower return as compared to other investments.

The NAV per Unit may be diluted if further issues are priced below the then current NAV per Unit and the DPU may be diluted if proceeds from the issue of Units generates insufficient cash flows.

The Trust Deed contemplates new issues of Units, the offering price for which may be above, at or below the then-current NAV per Unit. The DPU may be diluted if new Units are issued and the use of proceeds from such issue of Units generates insufficient cash flow to cover the dilution. Where new Units, including Units which may be issued to the Manager in payment of the Manager's management, acquisition and/or divestment fees, are issued at less than the NAV per Unit, the then-current NAV of each existing Unit may be diluted. The issue of Units under the Offering will be at a premium to Digital Core REIT's NAV. On the Listing Date, the Offering Price will be at a premium of 4.6% to the NAV per Unit.

The laws and regulations in Singapore, the United States and/or Canada and the International Financial Reporting Standards ("IFRS") may change.

Digital Core REIT is a REIT constituted in Singapore and the Properties in the IPO Portfolio are located in the United States and Canada. Moreover, Digital Core REIT may in the future acquire Properties in other jurisdictions. The laws, regulations (including tax laws and regulations in Singapore, the United States, Canada and/or any other jurisdiction in which Digital Core REIT may own Properties in the future) and the IFRS are subject to change. New laws and regulations may also be introduced in these jurisdictions. In addition, Digital Core REIT may in future acquire Properties in other jurisdictions. As a result, the financial statements of Digital Core REIT may be affected by these changes. The extent and timing of these changes in accounting standards are currently unknown and subject to confirmation by the relevant authorities. The Manager has not quantified the effects of these proposed changes and there can be no assurance that these

changes will not have a significant impact on the presentation of Digital Core REIT's financial statements or on Digital Core REIT's results of operations. In addition, such changes may adversely affect the ability of Digital Core REIT to make distributions to Unitholders. There can be no assurance that any such changes to laws, regulations and accounting standards will not materially and adversely affect the business, financial condition and results of operations of Digital Core REIT.

Digital Core REIT may be affected by the introduction of new or revised legislation, regulations, guidelines or directives affecting REITs.

Digital Core REIT may be affected by the introduction of new or revised legislation, regulations, guidelines or directives affecting REITs. There is no assurance that new or revised legislation, regulations, guidelines or directives will not adversely affect REITs in general or Digital Core REIT specifically.

Digital Core REIT may engage in interest rate hedging transactions, which can limit gains and increase costs.

Digital Core REIT may enter into interest rate hedging transactions to protect itself from the effects of interest rate volatilities on floating rate debt. Interest rate hedging activities may not have the desired beneficial impact on the operations or financial condition of Digital Core REIT.

Interest rate hedging could fail to protect Digital Core REIT or adversely affect Digital Core REIT because among others:

- the party owing money in the hedging transaction may default on its obligation to pay;
- the credit quality of the party owing money on the hedge may be downgraded to such an extent that it impairs Digital Core REIT's ability to sell or assign its side of the hedging transaction; and
- the value of the derivatives used for hedging may be adjusted from time to time in accordance with the accounting rules to reflect changes in fair value. Such changes although unrealised, would reduce the NAV of Digital Core REIT if it is due to downward adjustments.

Interest rate hedging activities involve risks and transaction costs which may reduce overall returns.

The Units will be listed and quoted on the SGX-ST and traded in U.S. dollars and Unitholders who purchase Units may be subject to risks associated with exchange rate fluctuations.

As the Units will be listed and quoted on the SGX-ST and traded in US dollars, Unitholders may have to convert Singapore dollars or other foreign currencies into US dollars before purchasing any Units. The value of the US dollar against other foreign currencies fluctuates and if there is a drop in the value of US dollars, the amount of Singapore dollars or other foreign currencies which a Unitholder may receive after converting the proceeds of a sale of Units may be adversely affected.

Digital Core REIT, CDP, and CDP depository agents are subject to compliance with U.S. reporting and withholding requirements.

Unitholders are required to comply with certain documentation requirements or will be subject to U.S. withholding tax under the U.S. Tax Code, including under FATCA. Specifically, Unitholders must establish (i) their status for FATCA purposes by providing to Digital Core REIT an applicable IRS Form W-8, and/or such other certification or other information related to FATCA that is

requested by Digital Core REIT, CDP, or their CDP depository agent from time to time and (ii) their eligibility for the Portfolio Interest Exemption by providing to Digital Core REIT an applicable IRS Form W-8 and a U.S. Tax Compliance Certificate in the form set forth in Appendix I and/or such other certification or other information related to such Portfolio Interest Exemption that is requested by Digital Core REIT, CDP, or their CDP depository agent from time to time. Unitholders must also immediately update Digital Core REIT, CDP, or their CDP depository agent as applicable, of any changes to their status for FATCA purposes including information relating to the Unitholder's name, address, citizenship, personal identification number or tax identification number, tax residencies, tax status, etc. Digital Core REIT, CDP, and CDP depository agents may be under the obligation to disclose and report such information to the IRS, the IRAS or other applicable tax or regulatory authorities for the purpose of compliance with FATCA and other provisions of U.S. tax law. Where a Unitholder fails to provide or to update Digital Core REIT, CDP, or their CDP depository agent with relevant information necessary for compliance with U.S. tax withholding requirements, including FATCA, or provides to Digital Core REIT, CDP, or their CDP depository agent inaccurate, incomplete or false information, the applicable withholding agent may deduct from or withhold part of any amounts payable by Digital Core REIT to such Unitholder and in accordance with U.S. tax withholding requirements, including FATCA, and any intergovernmental agreements. Subject to specified limitations, the amount of any tax withheld generally will be creditable against the U.S. federal income tax liability of the beneficial owner of the Units, and such person generally may obtain a refund from the IRS of any amount of withheld tax in excess of that tax liability by filing a claim therefor in accordance with applicable IRS rules and regulations, provided that the applicable withholding agent has properly deposited the withheld tax with the IRS. However, such withheld amounts may not be refunded by the IRAS or other applicable non-U.S. tax or regulatory authorities.

Foreign Unitholders may not be permitted to participate in future rights issues or entitlements offerings by Digital Core REIT.

The Trust Deed provides that the Manager may, in its absolute discretion, elect not to extend an offer of Units under a rights issue to those Unitholders whose addresses, as registered with CDP, are outside Singapore. The rights or entitlements to the Units to which such Unitholders would have been entitled will be offered for sale and sold in such manner, at such price and on such other terms and conditions as the Manager may determine, subject to such other terms and conditions as the Trustee may impose. The proceeds of any such sale will be paid to the Unitholders whose rights or entitlements have been so sold, provided that where such proceeds payable to the relevant Unitholders are less than S\$10.00, the Manager is entitled to retain such proceeds as part of the Deposited Property. The holding of the relevant holder of the Units may be diluted as a result of such sale.

The actual performance of Digital Core REIT and the Properties could differ materially from the forward-looking statements in this Prospectus.

This Prospectus contains forward-looking statements regarding, among others, forecast and projected distribution levels for the Forecast Year 2022 and Projection Year 2023. These forward-looking statements are based on a number of assumptions which are subject to uncertainties and contingencies that are outside of the Manager's control (see "Profit Forecast and Profit Projection – Assumptions" for further details).

Digital Core REIT's revenue is dependent on a number of factors, including the receipt of rental income from the Properties. This may adversely affect Digital Core REIT's ability to achieve the forecast and projected distributions as events and circumstances assumed may not occur as expected, or events and circumstances may arise which are not anticipated.

No assurance is given that the assumptions will be realised, and the actual distributions will be as forecast and projected.

Property yield on real estate to be held by Digital Core REIT is not equivalent to distribution yield on the Units.

Generally, property yield depends on net property income and property valuation and is calculated as the amount of revenue generated by the properties, less the expenses incurred in maintaining, operating, managing and leasing the properties compared against the current value of the properties.

Distribution yield on the Units, however, depends on the distributions payable on the Units, after taking into account other expenses including (i) taxes, (ii) interest cost for the debt facilities, (iii) REIT management fees and trustee's fees and (iv) other operating costs including administrative fees of Digital Core REIT, as compared with the purchase price of the Units.

There is no assurance that property yield will be equivalent to distribution yield on the Units.

The Unaudited Pro Forma Consolidated Financial Information contained in this Prospectus is not necessarily indicative of the future performance of Digital Core REIT.

The Unaudited Pro Forma Consolidated Financial Information contained in this Prospectus is not necessarily indicative of the future performance of Digital Core REIT. (See "Unaudited Pro Forma Consolidated Financial Information" for further details.)

There is no assurance that the Properties will be able to generate sufficient revenue for Digital Core REIT to make distributions to Unitholders or that such distributions will be in line with those set out in "Unaudited Pro Forma Consolidated Financial Information".

The Manager is not obliged to redeem Units.

Unitholders have no right to request that the Manager redeem their Units while the Units are listed on the SGX-ST. Unitholders may only deal in their listed Units through trading on the SGX-ST. Accordingly, apart from selling their Units through trading on the SGX-ST, Unitholders may not be able to realise their investments in Units.

If the Units are de-listed from the SGX-ST and are unlisted on any other recognised stock exchange, the Manager may, but is not obliged to, repurchase or cause the redemption of Units more than once a year in accordance with the Property Funds Appendix and a Unitholder has no right to request the repurchase or redemption of Units more than once a year.

The Units have never been publicly traded and the listing of the Units on the Main Board of the SGX-ST may not result in an active or liquid market for the Units.

There is no public market for the Units prior to the Offering and an active public market for the Units may not develop or be sustained after the Offering. The Manager has received a letter of eligibility from the SGX-ST to have the Units listed and quoted on the Main Board of the SGX-ST. However, listing and quotation does not guarantee that a trading market for the Units will develop or, if a market does develop, the liquidity of that market for the Units. Prospective Unitholders must be prepared to hold their Units for an indefinite length of time.

There is no assurance that the Units will remain listed on the SGX-ST.

Although it is intended that the Units will remain listed on the SGX-ST, there is no guarantee of the continued listing of the Units. Among other factors, Digital Core REIT may not continue to satisfy the listing requirements. Accordingly, Unitholders will not be able to sell their Units through trading on the SGX-ST if the Units are no longer listed on the SGX-ST.

Certain provisions of the Take-over Code could have the effect of discouraging, delaying or preventing a merger or acquisition which could adversely affect the market price of the Units.

Under the Take-over Code, an entity is required to make a mandatory offer for all the Units not already held by it and/or parties acting in concert with it (as defined by the Take-over Code) in the event that an increase in the aggregate Unitholdings of it and/or parties acting in concert with it results in the aggregate Unitholdings crossing certain specified thresholds.

While the Take-over Code seeks to ensure an equality of treatment among Unitholders, its provisions could substantially impede the ability of Unitholders to benefit from a change in control and, as a result, may adversely affect the market price of the Units and the ability to realise any potential change of control premium.

The price of the Units may decline after the Offering.

The Offering Price of the Units is determined by agreement between the Manager and the Joint Issue Managers. The Offering Price may not be indicative of the market price for the Units upon completion of the Offering. The trading price of the Units will depend on many factors, including, but not limited to:

- the perceived prospects of Digital Core REIT's business and investments and the U.S. market for properties used for commercial purposes or real estate-related assets;
- differences between Digital Core REIT's actual financial and operating results and those expected by investors and analysts;
- changes in analysts' recommendations or projections;
- changes in general economic or market conditions;
- the market value of Digital Core REIT's assets;
- the perceived attractiveness of the Units against those of other equity or debt securities, including those not in the real estate sector;
- the balance of buyers and sellers of the Units;
- the size and liquidity of the Singapore REIT market from time to time;
- any changes from time to time to the regulatory system, including the tax system, both generally and specifically in relation to Singapore REITs;
- the ability on the Manager's part to successfully implement its investment and growth strategies;
- foreign exchange rates; and
- broad market fluctuations, including increases in interest rates and weakness of the equity and debt markets.

Units may trade at prices that are higher or lower than the NAV per Unit. To the extent that Digital Core REIT retains operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of Digital Core REIT's underlying assets, may not correspondingly increase the market price of the Units. Any failure to meet market expectations with regards to future earnings and cash distributions may adversely affect the market price for the Units.

Where new Units are issued at less than the market price of Units, the value of an investment in Units may be affected. In addition, Unitholders who do not, or are not able to, participate in the new issuance of Units may experience a dilution of their interest in Digital Core REIT.

The Units are not capital-safe products. There is no guarantee that Unitholders can regain the amount invested. If Digital Core REIT is terminated or liquidated, investors may lose a part or all of their investment in the Units.

Third parties may be unable to recover in claims brought against the Manager as the Manager is not an entity with significant assets.

Third parties, in particular, Unitholders, may in future have claims against the Manager in connection with the carrying on of its duties as manager of Digital Core REIT (including in relation to the Offering and this Prospectus).

Under the terms of the Trust Deed, the Manager is indemnified from the Deposited Property against any actions, costs, claims, damages, expenses or demands to which it may be put as the manager of Digital Core REIT unless occasioned by the fraud, gross negligence, wilful default or breach of the Trust Deed by the Manager. In the event of any such fraud, gross negligence, wilful default or breach, only the assets of the Manager itself and not the Deposited Property would be available to satisfy a claim, and the Manager may not have sufficient assets so any such claims may not be fully satisfied.

USE OF PROCEEDS

ISSUE PROCEEDS

The Manager intends to raise gross proceeds of approximately US\$977 million (based on the Offering Price) from the Offering and the issuance of the Sponsor Units, the Cornerstone Units and the Parent U.S. REIT Preference Shares.

The total cash proceeds raised from the Offering, and the issuance of the Cornerstone Units, as well as the drawn down from the Loan Facilities will be used towards the following:

- payment of the aggregate Closing Payment under the Contribution and Sale Agreement;
- payment of transaction costs incurred in relation to the Offering and the debt financing; and
- working capital.

The following table, included for the purpose of illustration, sets out the intended sources and applications of the total proceeds from the Offering, and the issuance of the Cornerstone Units, as well as the amount drawn down from the Loan Facilities.

Based on the Offering Price, assuming the Over-Allotment Option is not exercised:

Sources	(US\$' million)	Uses	(US\$' million)
Offering and Cornerstone Units	600	Acquisition of the Properties ⁽¹⁾	1,296
Sponsor Units ⁽³⁾	377	Transaction costs ⁽²⁾	44
Loan Facilities	350		
Acquisition Fee in Units Issued to Manager	13		
Preferred Shares Issuance	0.1		
Total	1,340	Total	1,340

Notes:

- (1) Part of the proceeds from the Offering and the Cornerstone Units will be used to repay the Joint Issue Managers who intend to prefund Digital Core REIT. Due to the mechanisms for the settlement of the acquisition, the Closing Payment under the Contribution and Sale Agreement is expected to be released a few days prior to the settlement in order for the capital contributions to be made by the Parent U.S. REIT and the purchase price to be paid by Singapore Sub 3 on the date of completion of the transactions under the Contribution and Sale Agreement.
- (2) Transaction costs include expenses incurred in relation to the acquisition of the Properties, the Offering and the Loan Facilities, where applicable. Transaction costs for the acquisition of the Properties include real estate transfer tax and title and escrow charges. (See "Overview of Relevant Laws and Regulations in the United States and Canada – Relevant Laws and Regulations in the United States – Transfer Taxes" for further details).
- (3) In relation to the Sponsor Units, the US\$377 million payable by the Sponsor in cash will pursuant to a payment direction be utilised through Singapore Sub 1 to pay an equivalent amount owing by Parent U.S. REIT for payment of the Closing Payment (as defined in "Certain Agreements Relating to Digital Core REIT and the Properties – Contributions, Recording, Assigning Membership Interests and Title Insurance).

US\$445.4 million of the net proceeds from the Offering and the issuance of the Sponsor Units, the Cornerstone Units and the Parent U.S. REIT Preference Shares and the Loan Facilities will be contributed by Singapore Sub 1 as equity capital to Parent U.S. REIT. US\$668.1 million of the net proceeds from the Offering and the issuance of the Sponsor Units, the Cornerstone Units and the Parent U.S. REIT Preference Shares and the Loan Facilities will be contributed by Singapore Sub 2 to Parent U.S. REIT by way of a loan. The proceeds received by Parent U.S. REIT, along with the proceeds received from the Loan Facilities will be used to make the Cash Capital Contributions to each of the U.S. JVs in exchange for a 90% equity interest in each U.S. JV (each of which will own (through a U.S. SPE) a Property in the U.S. after giving effect to the Closing). US\$183.0 million of the net proceeds from the Offering and the issuance of the Sponsor Units, the Cornerstone Units and the Parent U.S. REIT Preference Shares and the Loan Facilities will be used by Singapore Sub 3 to pay the Purchase Price in respect of its purchase of the 90% equity interest in the Canadian JV (which owns the Canadian SPE, which in turn holds the Canadian Property on the Canadian JV's behalf) from the Sponsor. The proceeds from the Loan Facilities will be used (i) for payment of acquisition costs, debt upfront fees and set-up costs, and (ii) for working capital.

The Manager will make periodic announcements on the utilisation of the net proceeds from the Offering and the issuance of the Cornerstone Units via SGXNET as and when such funds are materially utilised. The actual use of such proceeds will be disclosed in the annual report of Digital Core REIT.

LIQUIDITY

As at the Listing Date, Digital Core REIT is expected to have an available cash balance of approximately US\$4 million based on the Offering Price. The Manager believes that the working capital facility, and the cash flows expected to be generated from operations after the Listing Date, will be sufficient for Digital Core REIT's working capital requirements over the next 12 months following the Listing Date.

OWNERSHIP OF THE UNITS

EXISTING UNITS

On 10 November 2021, upon the constitution of Digital Core REIT, one Unit was issued to Digital CR Singapore Holding, LLC. The issue price of the Initial Unit was US\$0.88. No other Units have been issued as at the date of this Prospectus.

PRINCIPAL UNITHOLDERS OF DIGITAL CORE REIT AND THEIR UNITHOLDINGS

The total number of Units in issue immediately after completion of the Offering and issuance of the Sponsor Subscription Units and the Cornerstone Units will be 1,125,357,387 Units.

The following table sets out the principal Unitholders of Digital Core REIT and their Unitholdings immediately upon completion of the Offering and the issuance of the Cornerstone Units:

	Units in issue immediately before the Offering		Units in issue after the Offering (assuming that the Over-Allotment Option is not exercised)		Units in issue after the Offering (assuming that the Over-Allotment Option is exercised in full)	
		(%)	('000)	(%)	('000)	(%)
Digital CR Singapore Holding, LLC	1	100.0	428,806	38.1	375,400	33.3
Manager	–	–	14,732	1.3	14,732	1.3
Cornerstone Investors⁽¹⁾	–	–	414,785	36.9	414,785	36.9
Public and institutional investors	–	–	267,034	23.7	320,440	28.5
TOTAL	1	100.0	1,125,357	100.0	1,125,357	100.0

Note:

(1) Based on the separate subscription agreements entered into between each of the Cornerstone Investors, none of the Cornerstone Investors will be a Substantial Unitholder immediately upon the completion of the Offering.

SUBSCRIPTION BY THE SPONSOR

Concurrently with, but separate from the Offering, Digital CR Singapore Holding, LLC has entered into a subscription agreement to subscribe for 428,806,000 Units at the Offering Price conditional upon Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to Settlement Date.

SUBSCRIPTION BY THE CORNERSTONE INVESTORS

In addition, concurrently with, but separate from the Offering, each of the Cornerstone Investors has entered into separate subscription agreements with the Manager to subscribe for an aggregate of 414,785,000 Units at the Offering Price, conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

The Cornerstone Investors may subscribe for Units in the Offering.

In the event that any one or more of the Cornerstone Investors fails to subscribe for and pay for the Cornerstone Units which they have committed to subscribe, the Offering will still proceed and subscribers of the Units to be issued under the Offering will still be required to pay for and complete their subscriptions of Units pursuant to the Offering.

Information on the Cornerstone Investors

AEW Asia Pte. Ltd. (“AEW Asia”)

AEW Asia is incorporated under the laws of Singapore as a private company with limited liability. AEW Asia is a holder of a capital markets services license for fund management issued by the Monetary Authority of Singapore (MAS). AEW Asia and its affiliates actively manage assets in North America, Europe and Asia, with primary offices in Boston, Los Angeles, London, Singapore and Hong Kong. AEW Asia acts as sub-adviser in providing discretionary investment management services to, and is acquiring the shares on behalf of, certain funds and/or managed accounts.

Affin Hwang Asset Management Berhad

Affin Hwang Asset Management Berhad (“Affin Hwang AM”) is an independently-managed, bank-backed asset management firm that started its roots in 2001, serving the needs of corporates, institutions, pension funds, government-linked companies, high net worth individuals and the mass affluent.

Affin Hwang AM specialises in customised solutions and invest into equities, bonds, money market, structured products and other alternative investment instruments to generate returns for its clients.

Affin Hwang AM’s product offerings include unit trust funds, feeder funds, Shariah-compliant funds, cash management solutions, private mandates, exchange-traded funds and other wealth management solutions.

Affin Hwang AM has approximately RM83 billion assets under management as at October 2021.

AIA Investment Management Private Limited

AIA Group Limited and its subsidiaries (collectively “AIA”) comprise the largest independent publicly listed pan-Asian life insurance group. It has a presence in 18 markets in Asia-Pacific – wholly-owned branches and subsidiaries in Mainland China, Hong Kong, Thailand, Singapore, Malaysia, Australia, Cambodia, Indonesia, Myanmar, the Philippines, South Korea, Taiwan (China), Vietnam, Brunei, Macau Special Administrative Region, New Zealand, a 99 per cent. subsidiary in Sri Lanka, and a 49 per cent. joint venture in India. AIA Group Limited is listed on the Main Board of The Stock Exchange of Hong Kong Limited under the stock code “1299”.

AMP Capital Investors Limited

AMP Capital is a global investment manager headquartered in Sydney, Australia. With more than 200 investment professionals in 19 locations around the world, AMP Capital manages over A\$188 billion (US\$138 billion) of assets under management (as of 30 June 2021) across all major asset classes, with a particular focus on real estate and infrastructure.

B&I Capital AG

B&I Capital, acting as investment manager for and on behalf of certain underlying funds, has entered into a Cornerstone Agreement and invested in the Cornerstone Shares for the account of those funds as cornerstone investors.

B&I Capital is headquartered in Zurich and is a fully regulated Asset Manager regulated by the Swiss FINMA. B&I Capital's Singapore office holds a CMS license for Accredited Investors under the Monetary Authority of Singapore.

Founded in 2007, B&I's primary goal is to enable investors to replicate the risk-adjusted returns of multi-class Commercial Real Estate ownership via the REIT market. The investment strategies are long-term and risk control is a key factor. The concentrated, high active share funds give investors a superior risk-adjusted total return through a combination of high, stable, and growing dividends as well as significant opportunity for capital appreciation.

Blackrock, Inc.

Funds and accounts under management by the investment management subsidiaries of BlackRock, Inc.

Cohen & Steers Asia Limited (“Cohen & Steers”)

Cohen & Steers is a leading global investment manager specializing in real assets and alternative income, including real estate, preferred securities, infrastructure, resource equities, commodities, as well as multi-strategy solutions. Founded in 1986, the firm is headquartered in New York City, with offices in London, Dublin, Hong Kong and Tokyo. Cohen & Steers, Inc., the parent company of Cohen & Steers, is listed on the New York Stock Exchange.

DBS Bank Ltd. (“DBS”)

DBS is a leading financial services group in Asia with a presence in 18 markets. Headquartered and listed in Singapore, DBS is in the three key Asian axes of growth: Greater China, Southeast Asia and South Asia. The bank's “AA-” and “Aa1” credit ratings are among the highest in the world.

Recognised for its global leadership, DBS has been named “World's Best Bank” by Euromoney, “Global Bank of the Year” by The Banker and “Best Bank in the World” by Global Finance. The bank is at the forefront of leveraging digital technology to shape the future of banking, having been named “World's Best Digital Bank” by Euromoney and the world's “Most Innovative in Digital Banking” by The Banker. In addition, DBS has been accorded the “Safest Bank in Asia” award by Global Finance for 13 consecutive years from 2009 to 2021.

DBS provides a full range of services in consumer, SME and corporate banking. As a bank born and bred in Asia, DBS understands the intricacies of doing business in the region's most dynamic markets. DBS is committed to building lasting relationships with customers, and positively impacting communities through supporting social enterprises, as it banks the Asian way. It has also established a SGD 50 million foundation to strengthen its corporate social responsibility efforts in Singapore and across Asia.

DBS Bank Ltd. (on behalf of certain wealth management clients)

DBS is a leading financial services group in Asia with a presence in 18 markets. Headquartered and listed in Singapore, DBS is in the three key Asian axes of growth: Greater China, Southeast Asia and South Asia. The bank's “AA-” and “Aa1” credit ratings are among the highest in the world.

Recognised for its global leadership, DBS has been named “World's Best Bank” by Euromoney, “Global Bank of the Year” by The Banker and “Best Bank in the World” by Global Finance. The bank is at the forefront of leveraging digital technology to shape the future of banking, having been named “World's Best Digital Bank” by Euromoney and the world's “Most Innovative in Digital Banking” by The Banker. In addition, DBS has been accorded the “Safest Bank in Asia” award by Global Finance for 13 consecutive years from 2009 to 2021.

In 2021, DBS Private Bank was also awarded “Best Asian Private Bank”, “Best for Investment Research in Asia”, “Best for Family Offices – Singapore” and “Best for ESG – Singapore” by Asiamoney, and “Best Private Bank For HNWIs in Asia” by The Asset, cementing its position as a leading wealth manager in Asia. DBS has SGD 264 billion in wealth assets under management as of FY2020.

DBS has entered into the cornerstone subscription agreement, on behalf of certain of its wealth management clients, to subscribe for the Units. The Units will be held in custody by DBS Nominees (Pte) Ltd, on behalf of such clients. DBS Nominees (Pte) Ltd acts as a custodian for these Units and neither DBS Nominees (Pte) Ltd nor DBS has any beneficial interest in the Units allotted under the cornerstone subscription agreement.

DWS Investments Australia Limited

DWS is one of the world’s leading asset managers with EUR 880 billion of assets under management globally (as of September 30, 2021). Building on more than 60 years of experience and a reputation for excellence in Germany and across Europe, DWS has come to be recognized by clients globally as a trusted source for integrated investment solutions, stability and innovation across a full spectrum of investment disciplines. Australia being one of five strategically located offices in the Asia Pacific region, houses DWS’s investment team managing Australian REIT & APAC Real Estate securities portfolios. In Australia, DWS operates through a subsidiary, DWS Investments Australia Ltd (ABN 52 074 599 401 & Australian Financial Services Licence No. 499640).

Eastspring Investments (Singapore) Limited

Eastspring Investments, part of Prudential plc, is a global asset manager with Asia at its core, offering innovative investment solutions to meet the financial needs of clients. Eastspring’s investment teams’ deep understanding of Asian markets, paired with their global expertise, is a key differentiator. Eastspring is firmly invested in the future of clients, colleagues, partners, shareholders and the communities in which we live and operate in. Over the last 25 years, Eastspring has built an extensive presence in 11 Asian markets as well as distribution offices in North America and Europe. Eastspring manages a total of USD254 billion (as of 30 Jun 2021) across equity, fixed income, multi asset, quantitative and alternative strategies on behalf of institutional and individual investors globally.

FIL Investment Management (Hong Kong) Limited

FIL Investment Management (Hong Kong) Limited is a company incorporated under the laws of Hong Kong. FIL Investment Management (Hong Kong) Limited acts as professional fiduciary on behalf of certain investment funds and/or managed accounts.

Fullerton Fund Management Company Ltd (“Fullerton”)

Fullerton is an Asia-based investment specialist, focused on optimising investment outcomes and enhancing investor experience. Fullerton helps clients, including government entities, sovereign wealth funds, pension plans, insurance companies, private wealth and retail, from the region and beyond, to achieve their investment objectives through its suite of solutions. Fullerton’s expertise encompasses equities, fixed income, multi-asset, alternatives and treasury management, across public and private markets. As an active manager, Fullerton places strong emphasis on performance, risk management and investment insights. Incorporated in 2003, Fullerton is headquartered in Singapore, and has associated offices in Shanghai, London and Brunei. Fullerton is part of a multi-asset management group, Seviaora, a holding company established by Temasek. Seviaora has an entirely independent investment management process from Temasek, which is not involved in Fullerton’s investment decisions. NTUC Income, a leading Singapore insurer, is a minority shareholder of Fullerton.

Ghisallo Master Fund LP

Ghisallo Master Fund LP (“GMF”), is a Cayman Islands limited partnership organised under the laws of the Caymans Islands. Ghisallo Capital Management LLC (“GCM”) is the investment manager of GMF and it has voting control over its assets.

Jane Street Financial Limited

Jane Street is a global private investment company with capabilities that span multiple asset classes including equities, fixed income, and alternatives. The firm was established in 2000 with offices in New York, London, Hong Kong, and Amsterdam.

JPMorgan Asset Management (UK) Limited (for and on behalf of its clients)

JPMORGAN ASSET MANAGEMENT (UK) LIMITED is a company established and validly existing under the laws of England and Wales and having its offices at 60 Victoria Embankment, London.

Kasikorn Asset Management Co., Ltd.

Kasikorn Asset Management Co., Ltd. is a wholly owned subsidiary of Kasikornbank Public Company Limited, a leading financial institution in Thailand. It is a well-established leading asset management company with over 29 years of experience in the industry and over Baht 1.50 trillion of asset under management, as of August 2021, providing a wide range of investment capabilities in various asset classes.

Lion Global Investors Limited

Lion Global Investors is a leading asset management company in Southeast Asia with assets under management of US\$52.3 billion as at 30 September 2021. Lion Global Investors’ core competency is in managing Asian fixed income and equities for Lion Global Investors’ clients such as government, government-linked corporations, companies, charitable organisations and retail investors. Lion Global Investors is majority-owned by Great Eastern Holdings, the oldest and most established life insurance group in Singapore and Malaysia. Lion Global Investors is also a member of the OCBC Group, the second largest bank in Singapore.

Nikko Asset Management Asia Limited (“Nikko Asset Management”)

With US\$282.1 billion* under management, Nikko Asset Management is one of Asia’s largest asset managers, providing high-conviction, active fund management across a range of equity, fixed income, multi-asset and alternative strategies. In addition, its complementary range of passive strategies covers more than 20 indices and includes some of Asia’s leading exchange-traded funds (ETFs).

Headquartered in Asia since 1959, Nikko Asset Management and its subsidiaries employ personnel representing around 25 nationalities, including approximately 200 investment professionals**. The firm has a presence through subsidiaries or affiliates in a total of 11 countries and regions. More than 400 banks, brokers, financial advisors and life insurance companies around the world distribute the firm’s products.

The investment teams benefit from a unique global perspective complemented by the firm’s historic Asian DNA, striving to deliver consistent excellence in performance. The firm also prides itself on its progressive, solution-driven approach, which has led to many innovative funds launched for its clients.

* Consolidated assets under management and sub-advisory of Nikko Asset Management and its subsidiaries as of 30 June 2021.

** Including employees of Nikko Asset Management and its subsidiaries as of 30 June 2021.

Principal Global Investors (Singapore) Limited

Principal Global Investors (Singapore) Limited (PGI Singapore) was incorporated in Singapore in 1996 and its immediate and ultimate holding company is Principal Global Investors Holding Company, LLC. and Principal Financial Group Inc., respectively, and are both incorporated in the United States of America. PGI Singapore is licensed under the Securities and Futures Act and regulated by the Monetary Authority of Singapore.

PGI Singapore provides investment management services and solutions in REITs, Fixed Income, Equities, Multi-Assets strategies to institutional clients through advisory, segregated mandates and mutual funds platform and it is also the regional hub for mutual funds distribution, institutional sales and marketing businesses for the Asia ex-Japan region.

Resolution Capital Limited

Resolution Capital Limited, acting as investment manager for and on behalf of its funds and/or clients, entered into the cornerstone subscription agreement with the Manager.

Resolution Capital Limited is a specialist active listed global real assets investment manager which was established in 2004. The firm is majority staff owned and is headquartered in Sydney, Australia.

Schonfeld IR Master Fund Pte. Ltd. and Schonfeld Global Master Fund LP

Schonfeld Global Master Fund LP (“GMF”) is an exempted limited partnership formed under the laws of the Cayman Islands. Schonfeld IR Master Fund Pte. Ltd. (“IRMF”) is a corporation organized and existing under the laws of Singapore. Schonfeld Strategic Advisors (Hong Kong) Limited serves as sub-investment manager of GMF and IRMF and is wholly owned by Schonfeld Strategic Advisors LLC (“Schonfeld”). Schonfeld operates a multi-manager platform that invests its capital with internal and partner portfolio managers, primarily on an exclusive or semi-exclusive basis, across quantitative, fundamental equity and tactical trading strategies.

Stichting Depositary APG Tactical Real Estate Pool, As Depositary Of APG Tactical Real Estate Pool

APG Tactical Real Estate Pool (“APG Pool”) is a collective investment fund established under Dutch law on 11 March 2009 in the form of a fund for joint account (fonds voor gemene rekening). APG Pool is a contractual arrangement between APG Asset Management N.V. in its capacity as manager of APG Pool, Stichting Depositary APG Tactical Real Estate Pool as depository of APG Pool and each of the participants in APG Pool, all being Dutch pension funds. The purpose of APG Pool is to build a diversified portfolio in listed real estate investments.

The Segantii Asia-Pacific Equity Multi-Strategy Fund

The Segantii Asia-Pacific Equity Multi-Strategy Fund is an investment fund managed by Segantii Capital Management Limited, an investment manager based in Hong Kong. The Fund invests in Asia-Pacific and global markets.

TMB Asset Management Company Limited (“TMBAM”)

TMBAM was established in Thailand on 16 October 1996 by a consortium of shareholders led by TMB Bank Public Company Limited, with an objective of providing quality financial investment products to the public. TMBAM’s business is based on the principles of innovation, transparency, and independence.

On 27 September 2018, Prudential Corporation Asia Limited finalised the acquisition of 65 percent of TMBAM from TMB Bank Public Company Limited. This partnership along with the investment expertise of Eastspring Investments, the Asian asset management business of Prudential PLC, reinforces TMBAM distribution, product development, and world-class investment solutions. Since 21 January 2019, TMBAM has been rebranded as TMBAM Eastspring.

TMBAM's core business is to provide fund management services under the supervision of the Securities and Exchange Commission of Thailand. TMBAM provides services within three main business segments, namely, mutual funds, provident funds and private funds management. As of 31 August 2021, TMBAM has more than Baht 223 billion of assets under management.

Value Partners Hong Kong Limited

Value Partners Hong Kong Limited (together with other subsidiaries under Value Partners Group Limited ("Value Partners")), was established in 1999. It acts as investment manager or investment advisor to certain investment funds. It is a wholly-owned subsidiary of Value Partners Group Limited, a company listed on the Stock Exchange of Hong Kong Limited (stock code: 806). Value Partners is one of Asia's largest independent asset management firms. It is headquartered in Hong Kong and operates in Shanghai, Shenzhen, Singapore, Kuala Lumpur and London. Value Partners' investment strategies cover equities, fixed income, alternatives, multi-asset and quantitative investment solutions for institutional and individual clients globally.

Lock-Ups

Each of Digital Realty Trust, Inc., Digital Realty Trust, L.P. and Digital CR Singapore Holding, LLC has agreed to (i) a lock-up arrangement during the First Lock-up Period in respect of all their direct and indirect effective interest in the Lock-up Units (as defined herein) and (ii) a lock-up arrangement during the Second Lock-up Period (as defined herein) in respect of all their direct and indirect effective interest in 50.0% of the relevant Lock-up Units, subject to certain exceptions.

Save for DBS Bank Ltd. in respect of its own investment, the Cornerstone Investors are not subject to any lock-up restrictions in respect of their Unitholdings. DBS Bank Ltd. had agreed to a lock-up arrangement during the First Lock-Up Period in respect of its interest in the DBS Cornerstone Units (as defined herein) held by it, subject to certain exceptions. For the avoidance of doubt, the Units held by DBS Bank Ltd. (on behalf of certain wealth management clients) will not be subject to any lock-up restrictions.

The Manager has also undertaken not to offer, issue or contract to issue any Units, and to not make any announcements in connection with any of the foregoing transactions, during the First Lock-up Period, subject to certain exceptions.

(See "Plan of Distribution – Lock-up Arrangements" for further details.)

SUBSCRIPTION BY THE DIRECTORS

The directors of the Manager (the "**Directors**", and each a "**Director**") may subscribe for Units under the Singapore Public Offer and/or the Placement Tranche. Save for the Manager's internal policy which prohibits the directors of the Manager from dealing in the Units at certain times, there is no restriction on the directors of the Manager disposing of or transferring all or any part of their Unitholdings. (See "The Manager and Corporate Governance – Corporate Governance of the Manager – Dealings in Units" for further details.)

SUBSCRIPTION BY RELATED ENTITIES

Entities within the Sponsor Group may subscribe for Units under the Singapore Public Offering and/or the Placement Tranche.

RESTRICTION ON OWNERSHIP OF THE UNITS

Unitholders of Digital Core REIT (“**Unitholders**”) and all other persons are prohibited from directly or indirectly owning in excess of the Unit Ownership Limit, subject to any increase or waiver pursuant to the terms of the Trust Deed and on the recommendation of the Manager¹. This prohibition is intended to preserve the U.S. REIT status of the Parent U.S. REIT and facilitate the availability of the Portfolio Interest Exemption. The Trust Deed provides that Units held directly or indirectly by any person in excess of the Unit Ownership Limit will be subject to Automatic Forfeiture. While forfeited Units are held by the Trustee, all rights attributable to those Units, such as the right to vote and the right to receive distributions, will be held by the Trustee; the Unitholder from whom the Units are forfeited shall have no right to vote or receive distributions arising from such Units. The Trustee (on the recommendation of the Manager) will have the right and power to dispose of Units subject to Automatic Forfeiture, and upon such disposal, the Unitholder from whom the Units are forfeited will receive the proceeds (net of any commissions and expenses) from the disposition, but not in excess of (a) the price paid by such Unitholder for the forfeited Units or (b) if such Unitholder did not give value for the forfeited Units in connection with the event causing the Units to be forfeited (e.g., in the case of a gift, a non-pro rata Unit buy-back, a non-pro rata Unit consolidation or other corporate action where no acquisition or transfer of Units by a Unitholder takes place but has the result of increasing a Unitholder’s proportionate unitholdings), the market price of the Units on the day of the event causing the Automatic Forfeiture, in each case less certain distributions received by the Unitholder; any excess shall be donated by the Trustee to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager. If, prior to the discovery by the Trustee that Units are subject to Automatic Forfeiture, such Units are sold by the Unitholder, then such Units shall be deemed to have been sold on behalf of the Trustee and to the extent that such Unitholder received an amount in excess of the amount which it would otherwise have been entitled to, such excess shall be paid to the Trustee upon demand to be donated to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager.

For the avoidance of doubt, the Automatic Forfeiture is effective automatically, whether or not the Trustee or the Manager is aware of the change in ownership or aware of the fact that the Unit Ownership Limit has been breached and without any requirement for notice by the Trustee or the Manager. Unitholders are advised to manage their interests in the Units so as not to breach the Unit Ownership Limit and trigger the Automatic Forfeiture.

The Trustee, acting on the recommendation of the Manager, will also have the right and power to grant either retroactive or prospective waivers from Automatic Forfeiture. A retroactive waiver will render any Automatic Forfeiture void and will restore, as far as possible, the Unitholder whose Units were forfeited to a position that it would have been in had there been no Automatic Forfeiture. Before a waiver is granted, the Trustee and the Manager must be satisfied (and in this respect the Trustee may act on the recommendation and rely on information provided by the Manager) that ownership of such Units will not cause any subsidiary of Digital Core REIT to fail to qualify as a U.S. REIT where such subsidiary would otherwise qualify. In this regard, a potential investor seeking a prospective waiver may be required to provide (i) additional representations, undertakings, an IRS ruling and/or legal opinion to satisfy the Trustee and the Manager that the U.S. REIT will continue to maintain its qualification as a U.S. REIT despite the potential investor’s proposed ownership and (ii) an acknowledgement and consent to the loss of the Portfolio Interest Exemption. The Trustee (on the recommendation of the Manager) will exercise its discretion to

¹ The determination of the Units held by a person for purposes of the Unit Ownership Limit is computed pursuant to the rules of the U.S. Tax Code which includes rules relating to Beneficial Ownership and Constructive Ownership, which could be different from interests in Units as determined pursuant to the SFA.

grant waivers except to the extent that the proposed ownership would in fact impact the U.S. REIT's qualification as a U.S. REIT. The Trustee, acting on the recommendation of the Manager, may also increase the Unit Ownership Limit for a Unitholder (including on a retroactive basis to remediate an Automatic Forfeiture) where such an increase would not adversely affect the U.S. REIT's qualification as a U.S. REIT. The Trustee shall not be required to give any reason for, and shall not under any circumstance be liable to or be responsible for any losses incurred by, any person as a result of, any decision, declaration or action taken or made in this regard. (See "The Formation and Structure of Digital Core REIT – Restriction on Ownership of the Units" and "Taxation" for further details.)

The Trustee shall grant a waiver from Automatic Forfeiture upon application by an Exempted Offeror¹, without any recommendation from the Manager or any representations and undertakings being required, upon application for waiver from an Exempted Offeror.

Digital CR Singapore Holding, LLC, a wholly owned subsidiary of the Sponsor, and the Manager will own a 39% interest in Digital Core REIT (assuming the Over-Allotment Option is not exercised). (See "Ownership of the Units – Principal Unitholders of Digital Core REIT and their Unitholdings" for further details.) The Trustee (on the recommendation of the Manager) has granted Digital CR Singapore Holding, LLC and other Digital Group Members a waiver from the Automatic Forfeiture for them to hold up to a 45% interest in Digital Core REIT on the basis that (i) the Trustee has received representations from Digital CR Singapore Holding, LLC reasonably necessary to ascertain that its ownership of such Units will not now or in the future jeopardise the ability of any of Digital Core REIT's subsidiaries to qualify as a U.S. REIT; and (ii) as advised by the Independent U.S. Tax Adviser, such waiver will not affect the Parent U.S. REIT's qualification as a U.S. REIT based on certain representations of Digital CR Singapore Holding, LLC, including that Digital Realty Trust, Inc. indirectly holds approximately 98% of Digital CR Singapore Holding, LLC, and Digital Realty Trust, Inc. is a Maryland corporation that qualifies as a U.S. REIT for U.S. federal income tax purposes, among others. The Automatic Forfeiture provision, in part, protects the Parent U.S. REIT from being closely held (a U.S. REIT cannot be held more than 50% by five or fewer individuals). The waiver is appropriate in light of representations from Digital CR Singapore Holding, LLC, including that Digital Realty Trust, Inc. (the owner of approximately 98% of the indirect interests in Digital CR Singapore Holding, LLC) is organised and operates in a manner intended to enable it to qualify as a U.S. REIT that is not closely held and thus is compliant with the U.S. REIT rules with respect to diversity of ownership. In this regard, Digital Realty Trust, Inc.'s charter prohibits any person or group of persons from acquiring, directly or indirectly, beneficial or constructive ownership of more than 9.8% of its aggregate outstanding shares unless exempted by Digital Realty Trust, Inc.'s board of directors. Digital Realty Trust, Inc.'s board of directors may waive this ownership limit with respect to a particular person if Digital Realty Trust, Inc.'s board receives evidence that ownership in excess of the limit will not jeopardise its U.S. REIT status. Any attempted transfer of Digital Realty Trust, Inc.'s shares that, if effective, would result in a violation of Digital Realty Trust, Inc.'s ownership limit will be null and void and will cause the number of shares causing the violation to be automatically transferred to a trust for the exclusive benefit of one or more charitable beneficiaries. For the avoidance of doubt, because Digital CR Singapore Holding, LLC and the Sponsor are U.S. entities, the Portfolio Interest Exemption is not relevant to them, and, in any case, any potential loss of the Portfolio Interest Exemption for Digital CR Singapore Holding, LLC has no impact on other Unitholders, as this relates to distributions solely to Digital CR Singapore Holding, LLC and not the other Unitholders. In addition, the increase in the unitholding of Digital CR Singapore Holding, LLC would not affect the unitholding level which other Unitholders can hold (i.e. there is no reduction of the Unit Ownership Limit). Accordingly, for the reasons set out in the foregoing, there are no negative

¹ An "Exempted Offeror" means an offeror for the purposes of Take-Over Code, who has (i) made a general offer in accordance with the Take-over Code for all the Units in Digital Core REIT which it does not own, control or agreed to be acquired by it and its concert parties (as such term is used in the Take-over Code), (ii) received acceptances of the offeror's general offer which exceeded the threshold required under section 295A of the SFA, such that it acquires the right to compulsorily acquire Units from those Unitholders who have not accepted the offeror's general offer as at the closing date of such offer, and (iii) exercised or publicly announced that it undertakes to exercise its rights to acquire the Units of such dissenting Unitholders.

implications to Digital Core REIT or the Parent U.S. REIT arising from Digital CR Singapore Holding, LLC's and the Manager's 39% interest in Digital Core REIT (assuming the Over-Allotment Option is not exercised), which is above the Unit Ownership Limit, and the potential loss of the Portfolio Interest Exemption for Digital CR Singapore Holding, LLC.

Regardless of Digital Realty Trust, Inc.'s qualification as a U.S. REIT, the Unit Ownership Limit waiver of Digital CR Singapore Holding, LLC contains, among others, a representation that there is no individual (including after application of the attribution rules) owning a direct or indirect interest of more than 9.8% in Digital CR Singapore Holding, LLC. In order for the Unit Ownership Limit waiver to remain effective, these representations must remain true. In the event they are no longer true, the Automatic Forfeiture provisions will automatically and retroactively protect the U.S. REIT status of the Parent U.S. REIT. Any increase in the Unit Ownership Limit of Digital CR Singapore Holding, LLC will be subject to a re-assessment of the waiver by the Trustee. The basis of any such waiver would be on the same or similar representations regarding ownerships as discussed herein and would likely be granted as long as there would not be any negative U.S. federal income tax consequences to Digital Core REIT or the Parent U.S. REIT's qualification as a U.S. REIT. Such an increased waiver, the basis of such waiver and any U.S. federal income tax consequences to Digital Core REIT or the Parent U.S. REIT's qualification as a U.S. REIT would be announced by the Manager.

Similar Unit Ownership Limit waivers would be granted to other Unitholders seeking a waiver on the same basis, and with the same automatic and retroactive protections, provided that the Trustee and the Manager are satisfied that ownership of the Units will not cause any subsidiary of Digital Core REIT to fail to qualify as a U.S. REIT where such subsidiary would otherwise qualify.

DISTRIBUTIONS

DISTRIBUTION POLICY

Digital Core REIT's distribution policy is to distribute 100.0% of Digital Core REIT's Annual Distributable Income for the period from the Listing Date to the end of Projection Year 2023. Thereafter, Digital Core REIT will distribute at least 90.0% of its Annual Distributable Income for each financial year. The actual level of distribution will be determined at the Manager's discretion. The actual proportion of Annual Distributable Income distributed to Unitholders beyond the end of Projection Year 2023 may be greater than 90.0% to the extent that the Manager believes it to be appropriate, having regard to Digital Core REIT's funding requirements, other capital management considerations and the overall stability of distributions. The Parent U.S. REIT intends to distribute at least 90% of its annual real estate investment trust taxable income (excluding capital gains).

For these purposes, and under the terms of the Trust Deed, the "**Annual Distributable Income**" for a financial year is the amount calculated by the Manager (based on the audited financial statements of Digital Core REIT for that financial year) as representing the consolidated audited net profit after tax of Digital Core REIT (which includes the net profits of the SPVs held by Digital Core REIT for the financial year, to be pro-rated where applicable to the portion of Digital Core REIT's interest in the relevant SPV) for the financial year, as adjusted to eliminate the effects of Adjustments (as defined below). After eliminating the effects of these Adjustments, the Annual Distributable Income may be different from the net profit recorded for the relevant Financial Year.

"**Adjustments**" means (i) adjustments (as deemed appropriate by the Manager) to eliminate certain items which are charged or credited to the consolidated profit and loss account of the Digital Core REIT (which includes the net profits of the Special Purpose Vehicles held by Digital Core REIT for the relevant Financial Year or the relevant Distribution Period, to be pro-rated where applicable to the portion of the Digital Core REIT's interest in the relevant Special Purpose Vehicle) for the relevant Financial Year or the relevant Distribution Period (as the case may be), including but not limited to (a) differences between cash and accounting gross revenue; (b) unrealised gains or losses, including property revaluation gains or losses, gains or losses on financial instruments/derivatives/assets/liabilities, exchange gains or losses and impairment provisions or reversals of impairment provisions; (c) deferred tax charges or credits; (d) negative goodwill; (e) differences between cash and accounting costs including finance costs; (f) realised gains or losses, including gains or losses on the direct or indirect disposal of properties and disposal/settlement of financial instruments/assets/liabilities; (g) the portion of the Management Fee and property management fees that are paid or payable, directly or indirectly, in the form of Units; (h) costs of any public or other offering of Units or convertible instruments that are expensed but are funded by proceeds from the issuance of such Units or convertible instruments; (i) depreciation and amortisation in respect of properties and their ancillary machines, equipment and other fixed assets; (j) adjustments for amortisation of rental incentives and straight lining of rental increases; and (k) other non-cash or timing differences related to income or expenses; and (ii) any other adjustments each as deemed appropriate by the Manager in consultation with the Auditors and/or tax advisers.

The Manager also has the discretion to distribute any additional amounts (including capital). In determining whether to distribute additional amounts (including capital), the Manager will consider a range of factors including but not limited to Digital Core REIT's funding requirements, its financial position, its growth strategy, compliance with relevant laws, regulations and covenant, other capital management considerations, the overall suitability of distributions and prevailing industry practice.

FREQUENCY OF DISTRIBUTIONS

After Digital Core REIT is admitted to the Main Board of the SGX-ST, it will make distributions to Unitholders on a semi-annual basis, with the amount calculated as at 30 June and 31 December each year for the six-month period ending on each of the said dates. Digital Core REIT's First Distribution will be for the period from the Listing Date to 30 June 2022 and will be paid by the Manager on or before 28 September 2022. Subsequent distributions will take place on a semi-annual basis. The Manager will endeavour to pay distributions no later than 90 days after the end of each distribution period.

Source of Distributions

Digital Core REIT's primary source of liquidity for the funding of distributions will be the receipts of rental income and borrowings.

Each of the U.S. SPEs will distribute available cash up to the Parent U.S. REIT and a wholly-owned subsidiary of the Sponsor *pro rata* through the U.S. JVs (with distributions based on their relative membership interests in each U.S. JV and payable in accordance with the terms of the Joint Venture Agreement for the applicable JV). The Parent U.S. REIT will in turn distribute cash up (i) to Singapore Sub 1 through return of capital and/or payment of dividends and (ii) to Singapore Sub 2 through interest payments on the intercompany loan between Singapore Sub 2 and the Parent U.S. REIT and repayment of the intercompany loan principal.

Canadian JV and the Canadian SPE (as applicable) will distribute cash up to Singapore Sub 3 and a wholly-owned subsidiary of the Sponsor *pro rata* through the Canadian JV (with distributions based on their relative membership interests in the Canadian JV and payable in accordance with the terms of the Joint Venture Agreement for the Canadian JV).

Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 will distribute cash up to Digital Core REIT through dividend payments and/or return of capital. Digital Core REIT will distribute the funds received from Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 to Unitholders as determined by the Manager.

Under the Property Funds Appendix, if the Manager declares a distribution that is in excess of profits, the Manager should certify, in consultation with the Trustee, that it is satisfied on reasonable grounds that, immediately after making the distribution, Digital Core REIT will be able to fulfil, from the Deposited Property, the liabilities of Digital Core REIT as they fall due. The certification by the Manager should include a description of the distribution policy and the measures and assumptions for deriving the amount available to be distributed from the Deposited Property. The certification should be made at the time the distribution is declared.

DISTRIBUTION CURRENCY

Distributions will be declared in U.S. dollars. Each Unitholder will receive his distribution in Singapore dollars equivalent of the U.S. dollar distribution declared, unless he elects to receive the relevant distribution in U.S. dollars by submitting a "Distribution Election Notice" by the relevant cut-off date. For the portion of the distributions to be paid in Singapore dollars, the Manager will make the necessary arrangements to convert the distributions in U.S. dollars into Singapore dollars, at such exchange rate as the Manager may determine, taking into consideration any premium or discount that may be relevant to the cost of exchange. CDP, the Manager or Digital Core REIT shall not be liable for any loss arising from the conversion of distributions payable to Unitholders from U.S. dollars into Singapore dollars. Save for approved depository agents (acting as nominees of their customers), each Unitholder may elect to receive his entire distribution in Singapore dollars or U.S. dollars and shall not be able to elect to receive distributions in a combination of Singapore dollars and U.S. dollars.

DISTRIBUTIONS WILL BE REDUCED IF UNITHOLDER DOES NOT SUBMIT REQUIRED U.S. TAX FORMS ESTABLISHING EXEMPTION FROM U.S. SOURCE INTEREST

You must comply with certain documentation requirements in order to be exempted from withholding tax on U.S. source interest under the U.S. Tax Code, including under FATCA. Specifically, you must establish your (i) status for FATCA purposes by providing an applicable IRS Form W-8, which may be obtained from the U.S. Internal Revenue Service’s website (www.irs.gov), and/or such other certification or other information related to FATCA to establish exemption from withholding under FATCA that is requested from time to time and (ii) your eligibility for the Portfolio Interest Exemption by providing an applicable IRS Form W-8 and a U.S. Tax Compliance Certificate in the form set forth in Appendix I and/or such other information related to such exemption that is requested from time to time. You must also provide updates of any changes to your status for FATCA and the Portfolio Interest Exemption purposes including information relating to your name, address, citizenship, personal identification number or tax identification number, tax residencies, and tax status. Such information may be disclosed or reported to the IRS, the Inland Revenue Authority of Singapore (“**IRAS**”) or other applicable tax or regulatory authorities for the purpose of compliance with FATCA and the Portfolio Interest Exemption. If you fail to provide or to update relevant information necessary for compliance with U.S. tax withholding requirements, including exemption from FATCA withholding and the Portfolio Interest Exemption, or provide inaccurate, incomplete or false information, amounts payable by Digital Core REIT to you may be subject to deduction or withholding in accordance with U.S. tax law and any intergovernmental agreements.

As an illustration, if Digital Core REIT were to declare a distribution of 4.18 U.S. cents per Unit for the period from 1 January 2022 to 31 December 2022 (“**Forecast Year 2022**”) and a distribution of 4.40 U.S. cents per Unit for the year from 1 January 2023 to 31 December 2023 (“**Projection Year 2023**”), and assuming that such hypothetical distributions were attributed solely to interest paid by Parent U.S. REIT to Singapore Sub 2, the net amount you would receive from such hypothetical distributions would vary depending on whether the required documentation or information is duly completed and received by Digital Core REIT as follows:

No.	Documentation/Other Information	Distribution Paid
1	Duly completed, demonstrates eligibility for the Portfolio Interest Exemption, establishes FATCA status, and received by the Manager	4.18 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Forecast Year 2022, and 4.40 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Projection Year 2023
2	Failure to provide documentation or other information to the Manager or information provided to the Manager is inaccurate, incomplete or false	2.93 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Forecast Year 2022, and 3.08 U.S. cents per Unit (or its equivalent amount in Singapore dollars) for Projection Year 2023

EXCHANGE RATE INFORMATION

The tables below set forth, for the period from 2017 to the Latest Practicable Date, information concerning the exchange rates between Singapore dollars and U.S. dollars (in Singapore dollar per U.S. dollar). The exchange rates were based on the average between the bid and offer rates of the currency as obtained from Bloomberg L.P.⁽¹⁾. No representation is made that the U.S. dollar amounts actually represent such Singapore dollar amounts or could have been or could be converted into Singapore dollars at the rates indicated, at any other rate, or at all. The exchange rates set out below are historical rates for illustrative purposes only and no representation is made regarding any trends in exchange rates.

Period ended	Singapore dollar/U.S. dollar ⁽¹⁾		
	Average	High	Low
2017	1.3806	1.4547	1.3346
2018	1.3493	1.3873	1.3009
2019	1.3642	1.3942	1.3443
2020	1.3793	1.4647	1.3204
January 2021	1.3258	1.3341	1.3157
February 2021	1.3278	1.3390	1.3165
March 2021	1.3425	1.3531	1.3268
April 2021	1.3347	1.3480	1.3234
May 2021	1.3295	1.3392	1.3207
June 2021	1.3340	1.3476	1.3189
July 2021	1.3549	1.3693	1.3425
August 2021	1.3548	1.3655	1.3418
September 2021	1.3481	1.3632	1.3380
October 2021	1.3512	1.3627	1.3419
November 2021 ⁽²⁾	1.3501	1.3569	1.3453

Notes:

(1) **Source:** Bloomberg L.P. Bloomberg L.P. has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the exchange rates quoted above in this Prospectus and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the above exchange rates published by Bloomberg L.P. is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Issue Managers nor any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

(2) Until the Latest Practicable Date.

Period ended	Singapore dollar/Canadian dollar ⁽¹⁾		
	Average	High	Low
2017	1.0641	1.1126	1.0147
2018	1.0412	1.0749	0.9974
2019	1.0282	1.0504	0.9987
2020	1.0289	1.0643	0.9871
January 2021	1.0421	1.0508	1.0320
February 2021	1.0458	1.0576	1.0361
March 2021	1.0678	1.0834	1.0445
April 2021	1.0681	1.0841	1.0516
May 2021	1.0968	1.1075	1.0816
June 2021	1.0910	1.1003	1.0776
July 2021	1.0824	1.0960	1.0633
August 2021	1.0755	1.0868	1.0533
September 2021	1.0637	1.0745	1.0492
October 2021	1.0862	1.0956	1.0675
November 2021 ⁽²⁾	1.0836	1.0919	1.0740

Notes:

(1) **Source:** Bloomberg L.P. Bloomberg L.P. has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the exchange rates quoted above in this Prospectus and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the above exchange rates published by Bloomberg L.P. is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Issue Managers nor any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

(2) Until the Latest Practicable Date.

EXCHANGE CONTROLS

Currently, no exchange control restrictions exist in the United States and Canada. The U.S. dollar and Canadian dollar have been, and in general is, freely convertible.

CAPITALISATION AND INDEBTEDNESS

The following table sets forth the pro forma capitalisation of Digital Core REIT as at the Listing Date. The information in the table below should be read in conjunction with “Use of Proceeds”.

	As at Listing Date
	(US\$'000)
Borrowings	350,000
Units in issue	990,315
Preference Shares ⁽¹⁾	125
Total Capitalisation	1,340,440

Note:

(1) Assuming the preference shares of the Parent U.S. REIT are issued on the Listing Date.

INDEBTEDNESS

On the Listing Date, Digital Core REIT will have in place the following debt facilities, directly or through its wholly-owned subsidiaries, aggregating US\$550.0 million (the “**Loan Facilities**”), of which US\$350 million is expected to be drawn as at the Listing Date:

- (i) a five-year senior unsecured term loan of US\$350 million (the “**Term Loan Facility**”). The interest payable is on a floating rate basis. Citigroup Global Markets Asia Limited (or one of its affiliates) is the administrative agent for this facility. The syndicate of lenders for the Term Loan Facility comprises Bank of America, N.A., Citigroup Global Markets Asia Limited, and DBS Bank Ltd. or their affiliates. The per annum interest rate of the five-year facility is assumed to be approximately 1.1% for Forecast Period 2022 and Projections Year 2023. The facility has no amortisation payments and is repayable fully at maturity.
- (ii) a four-year term (with one one-year extension option) senior unsecured revolver credit facility of US\$200 million (the “**Revolving Credit Facility**”). The interest payable is on a floating rate basis. Citigroup Global Markets Asia Limited (or one of its affiliates) is the administrative agent for this facility. The syndicate of lenders for the Revolving Credit Facility comprises Bank of America, N.A., Citigroup Global Markets Asia Limited, and DBS Bank Ltd. or their affiliates.

(the five-year and four-year facilities are collectively referred to as the “**Loan Facilities**”).

The Term Loan Facility will be drawn down on the Listing Date for a total amount of US\$350 million, which will result in an Aggregate Leverage of 27.0%. Based on the interest rates discussed above and current forward secured overnight financing rate (“SOFR”) rates, the Manager expects the weighted average interest rate for the Forecast Period 2022 and Projection Year 2023 to be 1.4% per annum.

The Term Loan Facility will be used to partially finance the purchase of the Properties, finance general corporate purposes and/or working capital requirements and finance transaction fees, costs and expense. The undrawn portion of the Revolving Credit Facility will be used for general corporate purposes and/or working capital requirements, capital expenditures, and to finance the acquisition of permitted investments in the future.

Principal Terms of the Loan Facilities

The agreement relating to the Term Loan Facilities and the Revolving Credit Facility contain financial covenants requiring, inter alia, that:

- (i) maximum gearing (consolidated debt to total asset value) in line with that specified in the Property Fund Appendix or, if lower, 60%; and
- (ii) minimum interest coverage (consolidated EBITDA to consolidated interest expense ratio) of 1.5x.

The financial covenants will be met as at Listing Date.

The events of default of the Loan Facilities include the following:

- (i) Failure to pay principal or interest when due (provided, however, that it shall not be an Event of Default if any failure to pay principal or interest when due is caused by an administrative or technical error or a disruption event and such payment is made within 3 business days of when due) and failure to pay fees and other amounts within 3 business days of when due.
- (ii) Representations or warranties being incorrect in a material respect.
- (iii) Any financial covenant is not satisfied.
- (iv) Failure to comply with any other covenants and undertakings (with notice and cure periods as applicable).
- (v) Cross-default to payment defaults on principal aggregating US\$35,000,000 (or the Equivalent) or more, or to other events if the effect is to accelerate or permit acceleration of such debt).
- (vi) Failure to pay a judgement or court order if not stayed within an appropriate period or if enforcement proceedings have commenced in excess of US\$35,000,000 (or the Equivalent) individually or in the aggregate.
- (vii) Insolvency and insolvency proceedings (including but not limited to bankruptcy, liquidation or similar proceedings, or the appointment of a receiver or similar official or institution of any such proceeding against the Borrower if not dismissed within an agreed period).
- (viii) If Digital Core REIT is involved in any creditors' process.
- (ix) Breach of Employee Retirement Income Security Act (ERISA).
- (x) Unlawfulness and invalidity of obligations of Digital Core REIT, any obligor or any other member of the group under the loan documentation.
- (xi) If any obligor repudiates or purports to repudiate the terms of the Loan Facilities.
- (xii) Any event or circumstance occurs which the majority lenders reasonably believe has or is reasonably likely to have a material adverse effect.

The change of control provisions of the Loan Facilities are as follows (i) if the Manager ceases to be a subsidiary of the Sponsor, (ii) the Sponsor ceases to control the Manager, (iii) Digital Core REIT Management Pte. Ltd. ceases to be the manager of Digital Core REIT or (iv) the failure of the Sponsor to hold directly or indirectly an ownership interest of at least 10% (in aggregate) in the SPEs (which ownership interest will take into account both ownership by the Sponsor and its affiliates of Units in Digital Core REIT and equity interests held by the Sponsor and its affiliates in the JVs).¹

¹ The 10% ownership interest covenant can be computed using its Units of Digital Core REIT AND its ownership interests in the JVs that own the SPEs. Accordingly, even if the Sponsor were to sell all its Units of Digital Core REIT, as long as all SPEs are owned through JVs and the Sponsor continues to hold 10% interest in each JV owning the SPEs, this change of control provision would not be triggered.

The covenants of the Loan Facilities include the following:

- (i) Preservation and maintenance of organisational existence.
- (ii) maintain all authorisations.
- (iii) Material compliance with laws and regulations (including ERISA and applicable environmental laws and regulations).
- (iv) Pari passu ranking.
- (v) Negative pledge, subject to carve-outs permitting the Borrower to encumber no more than 40% of its total assets (with structurally senior unsecured debt treated as secured debt for these purposes).
- (vi) Restriction on asset dispositions subject to agreed exceptions.
- (vii) Restrictions on additional indebtedness and guarantees, subject to agreed exceptions.
- (viii) Payment of taxes.
- (ix) Visitation and inspection rights, subject to agreed exceptions.
- (x) Maintenance of books and records.
- (xi) Maintenance of properties.
- (xii) Maintenance of insurance.
- (xiii) Restricted payments.

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only and on the basis of the assumptions and accounting policies set out in Appendix C, “Unaudited Pro Forma Consolidated Financial Information”, and hence, may not give a true picture of the actual profit or loss and financial position of Digital Core REIT. The Unaudited Pro Forma Consolidated Financial Information should be read together with these assumptions and accounting policies.

Unaudited Pro Forma Consolidated Statements of Financial Position

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Current Assets		
Cash and cash equivalents	4,000	4,000
Trade and other receivables	4,090	2,930
Deferred tax asset	–	629
Total Current Assets	8,090	7,559
Non-current Assets		
Investment properties	1,440,500	1,440,500
Trade and other receivables	1,100	1,100
Total Non-current Assets	1,441,600	1,441,600
Total assets	1,449,690	1,449,159
Current Liabilities		
Trade and other payables	4,874	3,896
Total Current Liabilities	4,874	3,896
Non-current Liabilities		
Loans and borrowings	348,075	348,075
Prepaid rent	3,273	3,484
Preference shares	125	125
Total Non-current Liabilities	351,473	351,684
Equity		
Net assets attributable to Unitholders	949,299	949,512
Non-controlling interests	144,044	144,067
Total Liabilities and Equity	1,449,690	1,449,159
Units in issue ('000)	1,125,299	1,125,541
Net asset attributable to Unitholders per Unit (US\$)	0.84	0.84

Unaudited Pro Forma Consolidated Statements of Comprehensive Income

	Year ended 31 December 2018	Year ended 31 December 2019	Year ended 31 December 2020	Six-month period ended 30 June 2020	Six-month period ended 30 June 2021
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Revenue:					
Rental income	75,428	72,865	70,276	35,020	35,273
Recovery income	5,456	5,883	6,340	3,150	3,177
Other operating income	27,357	23,152	23,855	11,531	12,067
Revenue	108,241	101,900	100,471	49,701	50,517
Expenses:					
Operating, maintenance and management	(28,014)	(25,109)	(24,138)	(11,296)	(12,641)
Real estate taxes and insurance	(10,582)	(9,528)	(11,153)	(5,656)	(5,682)
Property expenses	(38,596)	(34,637)	(35,291)	(16,952)	(18,323)
Net property income	69,645	67,263	65,180	32,749	32,194
Manager's base fee	(7,116)	(7,130)	(7,169)	(3,581)	(3,602)
Manager's performance fee	(2,438)	(2,354)	(2,281)	(1,146)	(1,127)
Trustee's fee	(213)	(214)	(215)	(107)	(108)
Other trust expenses	(2,300)	(2,300)	(2,300)	(1,150)	(1,150)
Finance expense	(11,628)	(12,506)	(6,070)	(3,518)	(2,468)
Profit before tax and fair value change in investment properties	45,950	42,759	47,145	23,247	23,739
Fair value change in investment properties	(25,466)	(13,050)	(5,743)	(4,253)	(2,158)
Profit before tax	20,484	29,709	41,402	18,994	21,581
Tax expense	(7,347)	(6,980)	(7,016)	(3,659)	(3,816)
Profit for the year/period	13,137	22,729	34,386	15,335	17,765
Attributable to:					
Unitholders	7,744	18,400	29,541	13,050	15,345
Non-controlling interest	5,393	4,329	4,845	2,285	2,420
Profit for the year/period	13,137	22,729	34,386	15,335	17,765

Unaudited Pro Forma Consolidated Statements of Cash Flows

	Six-month period ended 30 June 2021	Year ended 31 December 2020
	US\$'000	US\$'000
Cash flows from operating activities:		
Profit for the period/year	16,953	14,046
Adjustments for:		
Straight line rent	(2,895)	(6,319)
Amortisation of debt-related transaction costs	376	752
Finance expense	2,103	5,322
Management fees paid in Units	4,729	9,450
Fair value change in investment properties	3,050	27,844
Deferred tax expense	2,789	5,610
Changes in working capital:		
Trade and other receivables	(531)	(428)
Trade and other payables	978	(2,532)
Prepaid rent	(211)	1,005
Net cash and cash equivalent provided by operating activities	27,341	54,750
Cash flows from investing activities:		
Acquisition of investment properties (including acquisition costs)	–	(922,975)
Capital expenditure on investment properties	(389)	(13,351)
Net cash and cash equivalent used in investing activities	(389)	(936,326)
Cash flows from financing activities:		
Proceeds from issuance of units	–	600,000
Proceeds from issuance of Preference Shares	–	125
Payments of costs related to issuance of units	–	(20,000)
Proceeds from loans and borrowings	389	363,351
Payments of debt-related transaction costs	–	(3,025)
Finance expenses paid	(2,103)	(5,322)
Distribution to Unitholders	(25,314)	(25,315)
Net cash and cash equivalents (used in)/provided by financing activities	(27,028)	909,814
Net (decrease)/increase in cash and cash equivalents	(76)	28,238
Cash and cash equivalents at beginning of the period/year	28,238	–
Cash and cash equivalents at the end of period/year	28,162	28,238

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the Unaudited Pro Forma Consolidated Financial Information and notes thereto included elsewhere in this Prospectus. Statements contained in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" that are not historical facts may be forward-looking statements. Such statements are subject to certain risks, uncertainties and assumptions which could cause actual results to differ materially from those forecasted and projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty, or prediction with respect to the accuracy of the underlying assumptions by the Manager or any other person, nor that these results will be achieved or are likely to be achieved. (See "Forward-looking Statements" and "Risk Factors" for further details.) Recipients of this Prospectus and all prospective investors in the Units are cautioned not to place undue reliance on these forward-looking statements.

The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only, and is based on certain assumptions after making certain adjustments to show:

- (i) the Unaudited Pro Forma Consolidated Statements of Financial Position as at 30 June 2021 and as at 31 December 2020 presented as if the Offering, the acquisition of the Properties and the fee arrangements for the Manager and the Trustee as set out in "Overview – Certain Fees and Charges" (the "Fee Arrangements") had occurred on or were effective on 30 June 2021 and 31 December 2020, respectively;
- (ii) the Unaudited Pro Forma Consolidated Statements of Comprehensive Income for the six months ended 30 June 2020 and 30 June 2021 and years ended 31 December 2018, 31 December 2019 and 31 December 2020 ("Relevant Period") presented as if the Offering, the acquisition of the Properties and the Fee Arrangements had occurred on or were effective on 1 January 2018 under the same terms as set out in the Prospectus; and
- (iii) the Unaudited Pro Forma Consolidated Statements of Cash Flows for the six months ended 30 June 2021 and for the year 31 December 2020 presented as if the Offering, the acquisition of the Properties and the Fee Arrangements had occurred on or were effective on 1 January 2020.

The Unaudited Pro Forma Consolidated Financial Information is not necessarily indicative of the results of the operations or the financial position that would have been attained had the acquisition of the Properties and the Fee Arrangements occurred in the relevant periods. The Unaudited Pro Forma Consolidated Financial Information, because of its nature, may not give a true or accurate picture of Digital Core REIT's actual profit or loss or financial position.

The following discussion and analysis of the financial condition and results of operations is based on and should be read in conjunction with the Unaudited Pro Forma Consolidated Financial Information and related notes thereto, which are included elsewhere in this Prospectus.

(See Appendix B, "Reporting Auditor's Report on the Unaudited Pro Forma Consolidated Financial Information" and Appendix C, "Unaudited Pro Forma Consolidated Financial Information", for further details.)

GENERAL BACKGROUND

Digital Core REIT and its subsidiaries is a Singapore REIT established with the principal investment strategy of investing, directly or indirectly, in stabilised income-producing data centre assets in the United States and Canada.

371 Gough Road, 44520 Hastings Drive, 8217 Linton Hall Road, 3015 Winona Avenue, 2401 Walsh Avenue, 2403 Walsh Avenue, 200 North Nash Street, 3011 Lafayette Street, 43831 Devin Shafron Drive (Building C) and 1500 Space Park Drive (collectively, the “**Pro Forma Group**”), which will be held through subsidiaries of Digital Core REIT, a real estate investment trust incorporated in Singapore, and intermediate holding companies in Singapore and the U.S., are hereinafter collectively referred to as the “IPO Portfolio”.

Digital Core REIT’s key objectives are to provide Unitholders with regular and stable distributions and to achieve long-term growth in DPU and NAV per Unit, while maintaining an appropriate capital structure.

Properties in the IPO Portfolio

The IPO Portfolio comprises 10 Properties located in the United States and Canada with an aggregate of approximately 1.2 million NRSF as at 30 June 2021.

Acquisition of the Properties

Prior to Listing Date, the Sponsor, the Manager, the Parent U.S. REIT and Digital CR Singapore 3 Pte. Ltd. (“**Singapore Sub 3**”) entered into the Contribution and Sale Agreement and Escrow Instructions (the “**Contribution and Sale Agreement**”), under which the Parent U.S. REIT is required to make cash capital contributions to the U.S. JVs and Singapore Sub 3 is required to pay purchase consideration for a 90% interest in the Canadian JV in an aggregate amount equal to approximately US\$1,296.5 million (subject to customary adjustments and pro-rations). After giving effect to the closing of the transactions under the Contribution and Sale Agreement, the Parent U.S. REIT will own a 90.0% membership interest in the U.S. JVs, which in turn own 100% of the membership interests in the U.S. SPEs that own the U.S. Properties in the IPO Portfolio, and Singapore Sub 3 will own a 90.0% membership interest in the Canadian JV, which in turn owns 100% of the shares in the Canadian SPE. The Canadian Property in the IPO Portfolio is held by the Canadian SPE on behalf of the Canadian JV. The remaining 10.0% interest in each JV will be owned by a wholly-owned subsidiary of the Sponsor. See “Use of Proceeds” and “Certain Agreements Relating to Digital Core REIT and the Properties – Contribution and Sale Agreement” for further details.

FACTORS AFFECTING DIGITAL CORE REIT’S RESULTS OF OPERATIONS

General Economic Conditions and Demand and Supply Conditions of Data Centre Sector

The IPO Portfolio is located in the United States and Canada. As a result, Digital Core REIT’s revenue and results of operations depend upon the performance of the North American economy. An economic decline in the United States or Canada could adversely affect Digital Core REIT’s results of operations and future growth. While we continue to see strong demand in most of our key metropolitan areas for data centre space and, subject to the supply of available data centre space in these metropolitan areas, we cannot assure you that leases will be renewed or that our data centres will be re-leased at all or at rental rates equal to or above the current average rental rates. Further, released/renewed rental rates in a particular metropolitan area may not be consistent with rental rates across the portfolio as a whole and may fluctuate from one period to

another due to a number of factors, including local economic conditions, local supply and demand for data centre space, competition from other data centre developers or operators and the condition of the property.

The IPO Portfolio has had no material impact from COVID-19 and no rent concessions or relief have been provided to customers in the IPO Portfolio.

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME DETAILS

Revenue

The revenue of Digital Core REIT consists of (i) rental income, (ii) recovery income and (iii) other operating income earned from the Properties.

The revenue is affected by a number of factors including (i) rental and occupancy rates for the Properties and (ii) general macro-economic and supply/demand trends affecting the real estate market, in particular, the data centre property sector in the United States and Canada. While this sector may be more immune to lags in the traditional real estate industry, this sector is still dependent on the North American economy and demand for data centre space and related solutions.

The Revenue of Digital Core REIT for the relevant period consists of the following:

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Rental income	35,273	35,020	70,276	72,865	75,428
Recovery income	3,177	3,150	6,340	5,883	5,456
Other operating income	12,067	11,531	23,855	23,152	27,357
Revenue	50,517	49,701	100,471	101,900	108,241

Rental Income

Rental income principally comprises rental income received from rental of data centre space. Rental rates are generally fixed with 1% to 3% annual rental escalations for the tenure of the leases and are subject to review upon renewal or extension of the leases.

Digital Core REIT recognises base rent, including rental abatements and contractual fixed increases attributable to operating leases, on a straight-line basis over the term of the related leases when collectability is reasonably assured, and records amounts expected to be received in later years as deferred rent receivable included in the investment properties balance.

Recoveries income

Recoveries income includes property operating expenses due from customers for real estate taxes, insurance and other recoverable costs in the period the related expenses are incurred in accordance with the individual customer leases that would not be considered a non-lease component with a separate performance obligation.

Other operating income

Other operating income comprises reimbursement income for common area maintenance, utilities, and other miscellaneous income. Other operating income includes any non-lease components that would be considered a separate performance obligation from the lease.

Property Expenses

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Operating, maintenance and management	12,641	11,296	24,138	25,109	28,014
Real estate taxes and insurance	5,682	5,656	11,153	9,528	10,582
Property Expenses	18,323	16,952	35,291	34,637	38,596

Operating, Maintenance and Management

Operating, maintenance and management expenses consist of the following:

Utilities

Utilities expenses includes expenses for electricity, water, and gas.

Repair and maintenance expenses

Repair and maintenance expenses include general property repairs and maintenance but exclude significant repairs and improvements that are capitalised, and costs of tenancy works.

Property management fees

Under the Property Management Agreements, each SPE is required to pay the Property Manager a property management fee equal to 2% of gross revenue, as more specifically defined in each property management agreement. Property management fees are payable quarterly in arrears. The pro forma financial statements assume that no leasing commissions or construction management fees are payable under the Property Management Agreements and that 100% of the property management fees will be paid to the Property Manager in the form of cash for the pro forma years.

The decrease in property expenses is mainly due to lower utility expenses at 3011 Lafayette Street and 8217 Linton Hall Road (VA4) as well as a property tax refund received in 2019 at 8217 Linton Hall Road (VA4).

Real estate taxes and insurance

Real estate taxes for the Properties are typically assessed on an annual basis and are payable on an annual or semi-annual basis based on the tax assessment policies of the local city/county in which each property is located.

Property insurance includes the premiums for loss or damage caused by fire, windstorm, terrorism, business interruption resulting from such loss or damage and public liability (including personal injury). Property insurance is assessed and paid annually.

Manager's Base Fee and Performance Fee

Pursuant to the Trust Deed, the Manager is entitled to a Management Base Fee of 0.5% per annum of the value of Digital Core REIT's deposited properties equal to the fair market value of the assets with capital expenditures added to the property value, and the average property value is used to determine the value of deposited properties each respective year.

The Management Performance Fee represents 3.5% per annum of net property income with the net property income defined as net operating income in accordance with International Financial Reporting Standards ("IFRS"). The pro forma financial statements assume that 100% of the Base Fee and Performance Fee will be paid to the Manager in the form of Units for the pro forma years.

(See "The Manager and Corporate Governance – The Manager of REIT – Fees Payable to the Manager" for further details.)

Trustee's Fee

Pursuant to Clause 15.4 of the Trust Deed, the Trustee's fee shall be 0.015% of deposited properties with a minimum of S\$15,000 per month with capital expenditures being added to the property and the average property value is used to determine the value of the deposited properties for each respective year.

Other Trust Expenses

Other trust expenses consist of recurring expenses such as audit and legal fees, valuation fees, listing and related fees, as well as expenses relating to investor communication such as preparation and distribution of reports to Unitholders and Unitholders' meetings.

Finance Expenses

Finance expenses consist of interest expense incurred on borrowings and commitment fees on the credit facility, dividends on preferred shares and amortisation of debt-related transaction costs. Debt-related transaction costs are amortised over the term of the related debt on a straight-line basis.

Fair Value Change in Investment Properties

It has been assumed that the aggregate valuation of the Properties remains unchanged at US\$1,421.1 million through the years presented except to the extent of assumed capital expenditures. Straight-line rent and leasing costs for new leases incurred for the respective periods have been assumed to have been capitalised as part of the value of the relevant properties. In order to retain a consistent aggregate valuation of the Properties as described herein, the amounts presumed to have been capitalised were then expensed as fair value change in investment properties. Amounts associated with leasing costs for new leases were de minimis for the periods presented.

The following table shows the range of key unobservable inputs used in the valuation reports:

Valuation technique	Key unobservable inputs	Relationship between key unobservable inputs and fair value measurement
Discounted cash flow approach	Discount rate of 5.00% – 6.50% Terminal capitalisation rate of 4.25% – 5.25%	Higher discount rate or terminal capitalisation rate would result in a lower fair value, while lower rates would result in a higher fair value.
Direct capitalisation method	Capitalisation rate of 4.00% – 4.75%	Higher capitalisation rate would result in a lower fair value, while a lower rate would result in a higher fair value.

Key unobservable inputs

Key unobservable inputs correspond to:

- Discount rate, which reflects the risk-free rate, adjusted for a risk premium to reflect the increased risk of investing in the asset class.
- Terminal capitalisation rate, which reflects the uncertainty, functional/economic obsolescence and the risk associated with a future assumed sale of a property.
- Capitalisation rate, which reflects the ratio of a property's net property income to its fair value.

Tax Expense

Tax expense consists of current income taxes in Canada and deferred income tax expenses in the United States and Canada.

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Current income taxes	1,027	854	1,406	1,331	1,653
Deferred income taxes	2,789	2,805	5,610	5,649	5,694
	3,816	3,659	7,016	6,980	7,347

(See "Taxation" for further details regarding taxes)

Profit Attributable to Non-controlling Interests

Subsidiaries are entities controlled by the Pro Forma Group. The Pro Forma Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Issuer.

Digital Realty Trust, L.P. (the “Sponsor”), through Digital CR Singapore Investor, LLC (a wholly-owned subsidiary), (i) holds a 10% direct interest in each of the 9 U.S. JVs, which own (through a U.S. SPE) the 9 U.S. Properties in the IPO Portfolio, and (ii) holds a 10% direct interest in the Canadian JV, which owns the Canadian SPE (which in turn holds the Canadian Property in the IPO Portfolio on behalf of the Canadian JV).

ANALYSIS OF THE PERFORMANCE OF THE PROPERTIES

Revenue Trends

The table below sets out the revenue derived from each of the Properties in the IPO Portfolio during the Relevant Period:

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
44520 Hastings Drive (ACC3)	11,779	11,614	23,455	24,093	23,900
8217 Linton Hall Road (VA4)	9,454	9,399	19,202	18,192	21,575
3011 Lafayette Street	7,217	6,853	13,874	13,572	15,412
1500 Space Park Drive	3,598	3,411	7,069	9,386	12,305
2401 Walsh Avenue	3,434	3,454	6,851	6,791	6,723
2403 Walsh Avenue	2,122	2,139	4,247	4,207	4,166
200 North Nash Street	2,208	2,350	4,564	4,431	4,082
3015 Winona Avenue	1,712	1,713	3,422	3,112	2,512
43831 Devin Shafron Drive (Bldg. C)	1,291	1,273	2,541	2,925	2,530
371 Gough Road	7,702	7,495	15,246	15,191	15,036
Total Revenue	50,517	49,701	100,471	101,900	108,241

The decrease in revenue between FY18 and FY20 is primarily due to (i) new lease executed in 2019 at 1500 Space Park Drive where the previous customer moved out and the Sponsor successfully re-leased the entire building to a new customer for 15 years with minimal additional capital invested. New customer’s rental rate was lower than the previous rental rate given the previous customer had a customer improvement package that was fully amortised into rental rate over the term of the previous lease and (ii) lower Other Operating Income at 8217 Linton Hall Road and 3011 Lafayette Street related to lower utility reimbursements. The total revenue for 3015 Winona Avenue was lower in 2018 and to a lesser extent 2019 due to prior year expense recovery reconciliations. In 2018, a property tax refund relating to prior year was received and this was passed this back to the customer in the form of lower recoveries income in 2018.

Occupancy Trends

The table below sets out the actual average occupancy rates of each of the Properties in the IPO Portfolio during the Relevant Period and is calculated as the average of the occupancy at the end of each month during the Relevant Period:

	Average for six months June		Average for the year		
	2021	2020	2020	2019	2018
	%	%	%	%	%
44520 Hastings Drive (ACC3)	100%	100%	100%	100%	100%
8217 Linton Hall Road (VA4)	100%	100%	100%	100%	100%
3011 Lafayette Street	100%	100%	100%	100%	100%
1500 Space Park Drive	100%	100%	100%	100%	100%
2401 Walsh Avenue	100%	100%	100%	100%	100%
2403 Walsh Avenue	100%	100%	100%	100%	100%
200 North Nash Street	100%	100%	100%	100%	100%
3015 Winona Avenue	100%	100%	100%	100%	100%
43831 Devin Shafron Drive (Bldg. C)	100%	100%	100%	100%	100%
371 Gough Road ⁽¹⁾	100%	100%	100%	100%	100%
Average Occupancy	100%	100%	100%	100%	100%

Note:

(1) Does not include 11,499 square feet of shell space as it is not feasible to build out any additional data centre inventory given the limited structural capacity and clear height.

Occupancy from FY2018 to FY2020 has been stable as Properties are either leased on a long-term basis or have been renewed or immediately released following expiration.

Net Property Income

The table below sets out the net property income of each of the Properties in the IPO Portfolio during the Relevant Period:

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
44520 Hastings Drive (ACC3)	7,852	7,765	15,524	15,350	15,409
8217 Linton Hall Road (VA4)	5,783	5,920	11,937	11,949	12,077
3011 Lafayette Street	3,171	3,354	6,583	6,350	6,753
1500 Space Park Drive	2,821	2,500	5,305	7,849	10,234
2401 Walsh Avenue	2,445	2,475	4,897	4,884	4,844
2403 Walsh Avenue	1,495	1,525	3,025	3,022	3,002
200 North Nash Street	1,541	1,542	3,066	3,086	3,059

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
3015 Winona Avenue	1,260	1,259	2,515	2,454	2,171
43831 Devin Shafron Drive (Bldg. C)	864	903	1,784	2,202	1,823
371 Gough Road	4,962	5,506	10,544	10,117	10,273
Net property income	32,194	32,749	65,180	67,263	69,645

The decrease in net property income between FY18 and FY20 is due largely to the decline in Gross Revenue at 1500 Space Park described above.

COMPARISON OF DIGITAL CORE REIT'S PERFORMANCE

Six Months ended 30 June 2021 over 30 June 2020

Revenue

The revenue of the Properties increased by 1.6%, or US\$0.8 million to US\$50.5 million in the six months ended 30 June 2021. The increase is primarily due to higher other operating income at 44520 Hastings and 3011 Lafayette tied to utility and other property expense reimbursements.

Property Expenses

Property expenses increased by 8.1%, or US\$1.4 million, to US\$18.3 million in the six months ended 30 June 2021. The increase is primarily due to higher utility and maintenance expenses partially attributable to COVID-19 operating environment in first half of 2020 that delayed spending. The lower spending in the first half of 2020 was due to the lock downs where there was minimal staff on-site and only necessary maintenance work was being performed which resulted in lower operating expenses. In the first half of 2021, the Properties were operating in a more normal environment with regard to maintenance, security and other operating costs.

Net Property Income

The net property income of the Properties decreased by US\$0.6 million to US\$32.2 million in the six months ended 30 June 2021 as a result of the above factors.

Manager's Base Fee and Performance Fee

The Manager's Base Fee and Performance Fee remained relatively stable from the six months ended 30 June 2020 to the six months ended 30 June 2021 at US\$4.7 million as the underlying value of the Deposited Property and Net Operating Income remained substantially unchanged.

Trustee's Fee

The Trustee's fee remained relatively stable from the six months ended 30 June 2020 to the six months ended 30 June 2021 at US\$0.1 million as the underlying value of the Deposited Property remained substantially unchanged.

Other Trust Expenses

Other trust expenses remained stable from the six months ended 30 June 2020 to the six months ended 30 June 2021 at US\$1.2 million.

Finance Expenses

Finance expenses decreased 29.8%, or US\$1.1 million, from the six months ended 30 June 2020 to the six months ended 30 June 2021 primarily as the result of lower interest rates in 2021 versus 2020.

Fair Value Change in Investment Properties

The loss from fair value change in investment properties decreased by US\$2.1 million to a loss of US\$2.2 million in the six months ended 30 June 2021. This is due to lower straight-line rent for the six-months ended 2021 compared to 2020.

Tax Expense

Tax expense increased by US\$0.2 million to US\$3.8 million in the six months ended 30 June 2021. The increase is mainly due to an increase in operating taxable income for the Canadian entity resulting in higher Canada Income and Branch Profits tax.

Profit Attributable to Non-controlling Interest

Profit attributable to non-controlling interest for the six months ended 30 June 2021 increased by US\$0.1 million to US\$2.4 million primarily due to lower loss from fair value change in investment properties for the six-months ended 2021 vs 2020.

Profit Attributable to Unitholders

Profit attributable to Unitholders for the year increased by US\$2.3 million to US\$15.3 million in the six months ended 30 June 2021 primarily due to the above factors.

FY2020 over FY2019

Revenue

The revenue of the Properties decreased by 1.4%, or US\$1.4 million to US\$100.5 million in FY2020. The decrease is primarily due to a new lease executed in 2019 at 1500 Space Park Drive where the previous customer moved out and the Sponsor successfully re-leased the entire building to a new customer for 15 years with minimal additional capital invested¹. New customer's rental rate was lower than the previous rental rate given the previous customer had a customer improvement package that was fully amortised into rental rate over the term of the previous lease². This decrease was partially offset by higher recovery income at 8217 Linton Hall Road.

1 The new lease did not commence until September of 2019. Therefore, there was seven and a half months of rent under the prior lease and four months of rent under the new lease in 2019 versus full twelve months under the new lease in 2020.

2 The previous customer requested capital fit-out improvements specific to their need and use which the Manager is of the view would not have value beyond the lease term. The improvement costs plus a return on investment were factored into the rental income charged to the customer in addition to standard market rent for the space.

Property Expenses

Property expenses increased by 1.9%, or US\$0.7 million, to US\$35.3 million in FY2020. Property expenses increased due to higher property tax expense at 8217 Linton Hall Road and 1500 Space Park Drive resulting from refunds received in 2019. Higher property tax expense was partially offset by lower utility expense at 44520 Hastings Drive.

Net Property Income

The net property income of the Properties decreased by US\$2.1 million to US\$65.2 million in FY2020 as a result of the above factors.

Manager's Base Fee and Performance Fee

The Manager's Base Fee and Performance remained relatively stable from FY2019 to FY2020 at US\$9.5 million as the underlying value of the Deposited Property and Net Operating Income remained substantially unchanged.

Trustee's Fee

The Trustee's Fee remained relatively stable from FY2019 to FY2020 at US\$0.2 million as the underlying value of the Deposited Property remained substantially unchanged.

Other Trust Expenses

Other trust expenses remained stable from FY2019 to FY2020 at US\$2.3 million.

Finance Expenses

Finance expenses decreased by US\$6.4 million to US\$6.1 million in FY2020. The decrease was primarily due to a decrease in interest rates partially offset by borrowings on the revolving credit facility to fund capital expenditures.

Fair Value Change in Investment Properties

The loss from fair value change in investment properties decreased by US\$7.3 million to a loss of US\$5.7 million in FY2020. This is due to US\$5.5 million in leasing commissions incurred in FY2019 but none in FY2020 and decrease in straight line rent adjustment and amortisation of lease commissions in FY2020.

Tax Expense

Tax expense remained stable from FY2019 to FY2020 at US\$7.0 million.

Profit Attributable to Non-controlling Interest

Profit attributable to non-controlling interest for the year increased by US\$0.5 million to US\$4.8 million in FY2020 primarily due to lower loss from fair value change in investment properties in the U.S. JVs and the Canadian JV.

Profit Attributable to Unitholders

Profit attributable to Unitholders for the year increased by US\$11.1 million to US\$29.5 million in FY2020 primarily due to the above factors.

FY2019 over FY2018

Revenue

The Gross Revenue of the Properties decreased by 5.9%, or US\$6.3 million to US\$101.9 million in FY2019. The decrease is primarily due to new lease executed in 2019 at 1500 Space Park Drive where the previous customer moved out and the Sponsor successfully re-leased the entire building to a new customer per discussion above on FY2020 versus FY2019, lower Recovery income at 8217 Linton Hall Road tied to a property tax refund in 2019 and lower Other operating income at 3011 Lafayette Street and 8217 Linton Hall Road related to utility reimbursements.

Property Expenses

Property expenses decreased by 10.3%, or US\$4.0 million, to US\$34.6 million in FY2019. Property expenses decreased due to lower utility expenses at 3011 Lafayette Street and 8217 Linton Hall Road as well as a property tax refund received in 2019 at 8217 Linton Hall Road.

Net Property Income

The net property income of the Properties decreased by US\$2.4 million to US\$67.3 million in FY2019 as a result of the above factors.

Manager's Base Fee and Performance Fee

The Manager's Base Fee and Performance remained relatively stable from FY2018 to FY2019 at US\$9.5 million as the underlying value of the Deposited Property and Net Operating Income remained substantially unchanged.

Trustee's Fee

The Trustee's fee remained relatively stable from FY2018 to FY2019 at US\$0.2 million as the underlying value of the Deposited Property remained substantially unchanged.

Other Trust Expenses

Other trust expenses remained stable from FY2018 to FY2019 at US\$2.3 million.

Finance Expenses

Finance expenses increased by US\$0.9 million to US\$12.5 million in FY2019. The increase was primarily due to an increase in borrowings on the revolving credit facility to fund capital expenditures.

Fair Value Change in Investment Properties

The loss from fair value change in investment properties decreased by US\$12.4 million to US\$13.1 million in FY2019. The decrease is due to US\$21.0 million transaction costs in FY2018 but none in FY2019 offset by US\$5.5 million leasing commissions in FY2019 but none in FY2018 and increase in straight line rent adjustment of US\$3.1 million in FY2019.

Tax Expense

Tax expense decreased by US\$0.4 million to US\$7.0 million in FY2019. The decrease is due to is mainly due to a decrease in Canadian operating income partially offset by a reduction in Canadian tax depreciation.

Profit Attributable to Non-controlling Interest

Profit attributable to non-controlling interest for the year decreased by US\$1.1 million to US\$4.3 million in FY2019 primarily due to higher loss from fair value change in investment properties in Digital Gough, LLC and the various entities that own a 100% direct ownership in the nine U.S. properties in 2019.

Profit attributable to Unitholders

Profit attributable to Unitholders for the year increased by US\$10.6 million to US\$18.4 million in FY2019 primarily due to the above factors.

LIQUIDITY AND CAPITAL RESOURCES

The principal sources of funding for development or capital improvement works at the Properties have been from the Loan Facilities.

INDEBTEDNESS

As at the Listing Date, REIT is expected to have gross borrowings of US\$350.0 million with an aggregate leverage of approximately 27.0%. Digital Core REIT intends to fund capital expenditures and potential future acquisitions with a revolving credit facility for which the interest is included in finance expenses above (See “Capitalisation and Indebtedness – Indebtedness” for further details.)

ACCOUNTING POLICIES

For a discussion of the principal accounting policies of REIT, please see Appendix C, “Unaudited Pro Forma Consolidated Financial Information”.

PROFIT FORECAST AND PROFIT PROJECTION

Statements contained in the Profit Forecast and Profit Projection section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set forth in this section of the Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecast and projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by any of Digital Core REIT, the Joint Issue Managers, the Trustee, the Sponsor or any other person, or that these results will be achieved or are likely to be achieved. (See “Forward-looking Statements” and “Risk Factors” for further details.) Investors in the Units are cautioned not to place undue reliance on these forward-looking statements which are made only as at the date of this Prospectus.

None of Digital Core REIT, the Joint Issue Managers, the Trustee or the Sponsor guarantees the performance of Digital Core REIT, the repayment of capital or the payment of any distributions, or any particular return on the Units. The forecast and projected yields stated in the following table are calculated based on:

- ***the Offering Price; and***
- ***the assumption that the Listing Date is 1 January 2022.***

Such yields will vary accordingly if the Listing Date is not 1 January 2022, or for investors who purchase Units in the secondary market at a market price that differs from the Offering Price.

The following table shows Digital Core REIT’s forecast and projected Consolidated Statements of Comprehensive Income and Distribution for Forecast Year 2022 and Projection Year 2023. The financial year end of Digital Core REIT is 31 December. The Profit Forecast and Profit Projection may be different to the extent that the actual date of issuance of Units is other than 1 January 2022, being the assumed date of the issuance of Units for the Offering. The Profit Forecast and Profit Projection are based on the assumptions set out below and have been examined by the Reporting Auditors, being KPMG LLP, and should be read together with the report “Reporting Auditor’s Report on the Profit Forecast and Profit Projection” set out in Appendix A, as well as the assumptions and the sensitivity analysis set out in this section of the Prospectus.

FORECAST AND PROJECTED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

The forecast and projected consolidated statements of comprehensive income and distribution for Digital Core REIT are as follows:

	Forecast Year 2022 (1 Jan 2022 – 31 Dec 2022)	Projection Year 2023 (1 Jan 2023 – 31 Dec 2023)
	(US\$'000)	(US\$'000)
Revenue:		
Rental income ⁽¹⁾	74,847	74,792
Recovery income	9,119	9,342
Other operating income	21,952	22,560
	105,918	106,694
Expenses:		
Operating, maintenance and management	(27,341)	(28,185)
Real estate taxes and insurance	(11,717)	(11,996)
	(39,058)	(40,181)
Net property income	66,860	66,513
Manager's base fee	(7,208)	(7,221)
Manager's performance fee	(2,340)	(2,328)
Trustee's fee	(216)	(217)
Other trust expenses	(2,300)	(2,300)
Finance expense ⁽²⁾	(4,851)	(4,874)
	49,945	49,573
Profit before tax and fair value change in investment properties	49,945	49,573
Fair value change in investment properties ⁽³⁾	(26,662)	(1,050)
	23,283	48,523
Profit before tax	23,283	48,523
Tax expense	(6,876)	(7,834)
	16,407	40,689
Profit for the year	16,407	40,689
Distribution adjustments ⁽⁴⁾	37,072	16,084
	53,479	56,773
Distributable income	53,479	56,773
Attributable to:		
Unitholders	47,519	50,484
Non-controlling interest	5,960	6,289
	53,479	56,773
Distributable income	53,479	56,773
Number of Units outstanding at end of year ('000)	1,136,208	1,147,059
Distribution per Unit (cents)	4.18	4.40
Distribution payout ratio (%)	100.0	100.0
Offering Price (US\$/Unit)	0.88	0.88
	4.75	5.00
Distribution yield (%)	4.75	5.00

Notes:

- (1) Refers to the rental income under the respective leases, recognised on a straight-line basis over the committed term of the lease.
- (2) Finance expense comprises interest expenses incurred on loans and borrowings, amortisation of upfront debt financing costs, commitment fee on revolving credit facility and dividends on preferred shares.
- (3) Fair value change in investment properties primarily pertains to expense off of the capitalised acquisition costs, straight-line rental income and leasing costs on new leases.
- (4) Distribution adjustments comprise the Trustee's fees, Management fees paid in units, amortisation of debt-related transaction costs, fair value change in investment properties, deferred tax expenses and other adjustments related to non-cash items or timing differences in income and expenses.

ASSUMPTIONS

The Manager has prepared the Profit Forecast and Profit Projection based on the following assumptions. The Manager considers these assumptions to be appropriate and reasonable as at the date of this Prospectus. However, investors should consider these assumptions as well as the Profit Forecast and Profit Projection and make their own assessment of the future performance of Digital Core REIT.

Revenue

Revenue consists of:

- rental income; and
- other income earned from the Properties.

Rental income consists of rental income from operating leases on investment properties.

Other income includes recovery income, tenant reimbursements, utilities reimbursements, management fee expense recoveries from 44520 Hastings Drive and 8217 Linton Hall Road and interconnection revenue from 371 Gough Road.

For Forecast Year 2022 and Projection Year 2023, the projected revenue contributions by property are as follows:

Revenue	Forecast Year 2022		Projection Year 2023	
	(US\$m)	(%)	(US\$m)	(%)
44520 Hastings Drive (ACC3)	25.4	23.9	25.7	24.0
8217 Linton Hall Road (VA4)	19.1	18.1	19.4	18.1
371 Gough Road	16.7	15.8	16.7	15.7
3011 Lafayette Street	15.0	14.2	15.1	14.2
1500 Space Park Drive	7.4	7.0	7.5	7.0
2401 Walsh Avenue	7.1	6.7	7.1	6.7
200 North Nash Street	4.6	4.3	4.6	4.3
2403 Walsh Avenue	4.4	4.2	4.4	4.2
3015 Winona Avenue	3.5	3.3	3.5	3.3
43831 Devin Shafron Drive (Bldg. C)	2.7	2.5	2.7	2.5
Total	105.9	100.0	106.7	100.0

Rental Income

For Forecast Year 2022 and Projection Year 2023, the projected rental income contributions by property are as follows:

Rental Income	Forecast Year 2022		Projection Year 2023	
	(US\$m)	(%)	(US\$m)	(%)
44520 Hastings Drive (ACC3)	15.4	20.5	15.4	20.5
371 Gough Road	13.9	18.7	13.9	18.7
3011 Lafayette Street	12.5	16.7	12.5	16.7
8217 Linton Hall Road (VA4)	10.8	14.4	10.8	14.4
1500 Space Park Drive	6.0	8.1	6.0	8.1
2401 Walsh Avenue	5.2	6.9	5.2	6.9
200 North Nash Street	3.3	4.4	3.3	4.4
2403 Walsh Avenue	3.2	4.3	3.2	4.3
3015 Winona Avenue	2.6	3.5	2.6	3.5
43831 Devin Shafron Drive (Bldg. C)	1.9	2.5	1.9	2.5
Total	74.8	100.0	74.8	100.0

For the Properties under lease arrangements, the Manager's forecast and projection of rental income are based on contracted rents received under the respective lease arrangements, recognised on a straight-line basis.

The following table sets out further details of Digital Core REIT's rental income for Forecast Year 2022 and Projection Year 2023.

Rental Income (US\$m)	Forecast Year 2022	Projection Year 2023
Rental income	69.1	73.8
Rental adjustment – straight-line	5.7	1.0
Total	74.8	74.8

1500 Space Park Drive, 200 North Nash Street, 2401 Walsh Avenue, 2403 Walsh Avenue, 3015 Winona Avenue, 43831 Devin Shafron Drive (Bldg. C), 44520 Hastings Drive and 8217 Linton Hall Road

The 1500 Space Park Drive Lease, 200 North Nash Street Lease, 2401 Walsh Avenue Lease, 2403 Walsh Avenue Lease, 3015 Winona Avenue Lease, 43831 Devin Shafron Drive Lease, 44520 Hastings Drive Lease and 8217 Linton Hall Road Lease are for initial terms of between 10 and 20 years. These agreements have a fixed starting rental, with contracted rental escalations of between 1.0% to 3.0% per annum built in during the relevant lease periods for Forecast Year 2022 and Projection Year 2023.

3011 Lafayette Street and 371 Gough Road

The Manager's forecast and projection of the net rental income for the 3011 Lafayette Street Lease and 371 Gough Road Lease, are based on (i) contractual rents receivable under the leases covering these Properties and (ii) the Manager's expectations of any changes on renewals or expiry of the lease arrangements and the rental rates for new lease arrangements.

Expiring lease arrangements are assumed to be renewed based on (i) committed leases (if the lease agreement or a legally binding letter of offer has been entered into), (ii) negotiated rates or (iii) the market rent. The market rent is the rent which the Manager believes could be achieved on expiry (either a renewal or a new lease arrangement) and is estimated by taking into account:

- rental caps in respect of the maximum rent payable for renewal leases;
- comparable rents;
- availability and rental rates of competing space;
- assumed customer retention rates;
- likely market conditions;
- inflation levels; and
- customer demand levels.

Lease Renewals, Vacancy Allowances and Occupancy Rates

None of the leases for 1500 Space Park Drive, 200 North Nash Street, 2401 Walsh Avenue, 2403 Walsh Avenue, 3015 Winona Avenue, 43831 Devin Shafron Drive, 44520 Hastings Drive and 8217 Linton Hall Road are expected to expire during Forecast Year 2022 and Projection Year 2023, as these leases have lease expiries beyond Projection Year 2023.

For 3011 Lafayette Street and 371 Gough Road, 99.6% and 99.9% of rental income, respectively, is under committed leases for the Forecast and Projection years. Manager has assumed that leases due for renewal will be renewed based on their option to renew, where applicable, during Forecast Year 2022 and Projection Year 2023. For 3011 Lafayette Street and 371 Gough Road, the Manager has made assumptions on periods of down-time and rent-free periods for leases and that are to be replaced on the basis of interest in data centre space as well as terms that are currently being negotiated for replacements.

The occupancy rates for the IPO Portfolio as at 31 December 2022 and 31 December 2023, are estimated as follows:

Occupancy rates as at 31 December (%)	Forecast Year 2022	Projection Year 2023
1500 Space Park Drive	100.0%	100.0%
200 North Nash Street	100.0%	100.0%
2401 Walsh Avenue	100.0%	100.0%
2403 Walsh Avenue	100.0%	100.0%
3011 Lafayette Street	100.0%	100.0%
3015 Winona Avenue	100.0%	100.0%
371 Gough Road	100.0%	100.0%
43831 Devin Shafron Drive	100.0%	100.0%
44520 Hastings Drive	100.0%	100.0%
8217 Linton Hall Road	100.0%	100.0%
IPO Portfolio	100.0%	100.0%

The percentage of forecast and projected rental income attributable to committed leases (including legally binding letters of offer which have been accepted) for 1500 Space Park Drive, 200 North Nash Street, 2401 Walsh Avenue, 2403 Walsh Avenue, 3011 Lafayette Street, 3015 Winona Avenue, 371 Gough Road, 43831 Devin Shafron Drive, 44520 Hastings Drive and 8217 Linton Hall Road as at 30 June 2021, are estimated as follows:

Percentage of Rental Income⁽¹⁾ attributable to committed leases as at 30 June 2021 (%)	Forecast Year 2022	Projection Year 2023
1500 Space Park Drive	100.0%	100.0%
200 North Nash Street	100.0%	100.0%
2401 Walsh Avenue	100.0%	100.0%
2403 Walsh Avenue	100.0%	100.0%
3011 Lafayette Street	99.6%	99.6%
3015 Winona Avenue	100.0%	100.0%
371 Gough Road	99.9%	99.7%
43831 Devin Shafron Drive	100.0%	100.0%
44520 Hastings Drive	100.0%	100.0%
8217 Linton Hall Road	100.0%	100.0%
IPO Portfolio	99.9%	99.9%

Note:

(1) Rental income refers to the net rental income (after rent rebates and provisions for rent-free periods, where applicable), without adjustment for straight-lining impact over the term of the lease.

Other Income

Other income includes recovery income, tenant reimbursements, utilities reimbursements, management fee expense recoveries from 44520 Hastings Drive and 8217 Linton Hall Road and interconnection revenue from 371 Gough Road.

The following table sets out further details of Digital Core REIT's Other Income for Forecast Year 2022 and Projection Year 2023.

Other Income (US\$m)	Forecast Year 2022	Projection Year 2023
Recovery income ⁽¹⁾	9.1	9.3
Tenant reimbursements	10.0	10.3
Utilities reimbursements	10.1	10.4
Other ⁽²⁾	1.9	1.9
Total	31.1	31.9

Notes:

(1) Recovery income refers to the recovery of property tax and insurance expenses.

(2) Other refers to management fee expense recoveries from 44520 Hastings Drive and 8217 Linton Hall Road and interconnection revenue from 371 Gough Road.

Property Operating Expenses

For Forecast Year 2022 and Projection Year 2023, the forecast and projected property operating expenses are as follows:

Property Operating Expenses (US\$m)	Forecast Year 2022	Projection Year 2023
Property operating expenses	15.1	15.5
Metred utilities expenses	10.2	10.5
Property tax expenses	9.8	10.1
Insurance expenses	2.0	2.0
Property management fees	2.0	2.1
Total	39.1	40.2

A summary of the assumptions which have been used in calculating the property operating expenses is set out below.

Property Operating Expenses

Operating and maintenance expenses relate to costs incurred for the upkeep of the Properties (including common areas where relevant), including cleaning, security, repair and maintenance, staff costs, as well as other general and administrative expenses. These expenses are estimated after taking into consideration the actual historical operating and maintenance costs and expected inflation.

Metred Utilities Expenses

Energy and utilities costs are estimated based on the historical rates, expected rate increments and expected utilisation.

Property Tax Expenses

In relation to 1500 Space Park Drive, 200 North Nash Street, 2401 Walsh Avenue, 2403 Walsh Avenue, 3011 Lafayette Street, 3015 Winona Avenue, 371 Gough Road, 43831 Devin Shafron Drive, 44520 Hastings Drive and 8217 Linton Hall Road, the Manager has assumed that the annual property tax applicable is 0.0833% to 1.2537% of the fair market value.

Insurance Expenses

Insurance costs are estimated based on the historical rates and expected rate increments and are applicable for 1500 Space Park Drive, 200 North Nash Street, 2401 Walsh Avenue, 2403 Walsh Avenue, 3011 Lafayette Street, 3015 Winona Avenue, 371 Gough Road, 43831 Devin Shafron Drive, 44520 Hastings Drive and 8217 Linton Hall Road.

Property Management Fees

Under the Property Management Agreements, each SPE is required to pay the Property Manager a management fee equal to 2% of gross revenue¹, as defined in the Property Management Agreement. Property management fees are payable quarterly in arrears. For Forecast Year 2022 and Projection Year 2023, it has been assumed no leasing commissions or construction management fees are payable under the Property Management Agreements and that that the Property Manager receives 100.0% of the property management fees in cash.

Finance Costs

Finance costs consist of interest expenses on bank borrowings, amortisation of debt-related transaction costs and commitment fee on revolving credit facility. Digital Core REIT has put in place the Facilities, with the Term Loan Facilities and the Revolving Credit Facility to remain unsecured.

The Facilities comprise the following:

- (i) the Term Loan Facilities with loan maturities of five years amounting to approximately US\$350.0 million
- (ii) the Revolving Credit Facility, comprising a four-year revolving credit facility of US\$200.0 million.

The amount drawn down under the Term Loan Facilities on the Listing Date will be approximately US\$350.0 million. The Manager has assumed the average effective interest rate for Forecast Year 2022 and Projection Year 2023 will be approximately 1.4% per annum, including the amortisation of debt-related transaction costs and interest expenses. An upfront debt establishment fee incurred in relation to the Facilities is assumed to be amortised over the term of the Facilities and has been included as part of the borrowing costs.

(See “Capitalisation and Indebtedness – Indebtedness” for further details.)

Manager’s Management Fees

Under the Trust Deed, with effect from the Listing Date, the Manager is entitled to a Base Fee of up to 0.5% per annum of the value of Digital Core REIT’s Deposited Property and a Performance Fee of 3.5% per annum of Digital Core REIT’s net property income in the relevant financial year (calculated before accounting for the Performance Fee in that financial year). The Manager may elect to receive the Base Fee and Performance Fee in cash and/or Units.

For Forecast Year 2022 and Projection Year 2023, it has been assumed that the Manager receives 100.0% of the Base Fee and 100.0% of the Performance Fee in Units.

¹ Gross revenue is defined as all revenues received or receivable from or by reason of the use and operation of the relevant Property, including all amounts received or receivable from tenants, occupants or users of the Property (other than (a) security and other similar deposits, except to the extent applied to pay rent, additional rent or other amounts due from any such tenant, occupant or other user, and (b) rents or other charges paid in advance by tenants, occupants or other users, except the portion of any such advance payment applied to rent, additional rent or other amounts due from any such tenant, occupant or other user for the current month).

Trustee's Fee

The Trustee's fee is presently charged on a scaled basis of up to 0.015% per annum of the Deposited Property, subject to a minimum amount of S\$15,000 per month, excluding out-of-pocket expenses and GST. The actual fee payable will be determined between the Manager and the Trustee from time to time. The Trustee's fee is accrued daily and paid monthly in arrears in accordance with the Digital Core REIT Trust Deed.

(See "The Formation and Structure of Digital Core REIT – The Trustee" for further details.)

Other Trust Expenses

Other trust expenses comprise annual listing fee, registry fee, audit and tax fees, valuation fees, costs associated with the preparation and distribution of reports to Unitholders and miscellaneous expenses.

In assessing these amounts, the Manager has considered factors likely to influence the level of trust fees, charges and costs including the Manager's estimates of Digital Core REIT's market capitalisation, gross assets, number of Unitholders for Digital Core REIT units, property values and inflation rates.

Income Tax Expenses

It has been assumed that income tax will remain at the same tax rates prevailing in each of the jurisdictions, for Forecast Year 2022 and Projection Year 2023. The following taxes have been taken into account in Forecast Year 2022 and Projection Year 2023:

- United States withholding tax;
- Canada corporate income tax; and
- Canada branch profits tax.

(See "Taxation" for further details regarding taxes for each jurisdiction.)

Fair Value Change in Investment Properties

It has been assumed that the aggregate valuation of the Properties remains unchanged at US\$1,440.5 million through the years presented except to the extent of assumed capital expenditures. Straight-line rent and leasing costs for new leases incurred for the respective periods have been assumed to have been capitalised as part of the value of the relevant properties. In order to retain a consistent aggregate valuation of the Properties as described herein, the amounts presumed to have been capitalised were then expensed as fair value change in investment properties. Amounts associated with leasing costs for new leases were de minimis for the periods presented.

For Forecast Year 2022 and Projection Year 2023, the projected fair value change in investment properties are as follows:

Fair Value Change in Investment Properties (US\$m)	Forecast Year 2022	Projection Year 2023
Adjustments of gross rental income to cash basis	(5.7)	(1.0)
Acquisition costs	(21.0)	–
Total	(26.7)	(1.0)

Distribution Adjustments

For Forecast Year 2022 and Projection Year 2023, the projected distribution adjustments to be adjusted to determine income available for distribution are as follows:

Distribution Adjustments (US\$m)	Forecast Year 2022	Projection Year 2023
Management fees paid in Units	9.5	9.6
Deferred tax	5.7	5.6
Amortisation of debt-related financing costs	0.7	0.7
Trustee's fees	0.2	0.2
Leasing costs for new leases	0.0	0.0
Acquisition costs	21.0	–
Total	37.1	16.1

Foreign Exchange Rates

The Manager has assumed the following exchange rates for the Profit Forecast and Profit Projection:

Foreign Exchange Rates	Forecast Year 2022	Projection Year 2023
Canadian dollar per United States dollar	1.25	1.25

Capital Expenditure

There is capital expenditure of US\$5.0 million expected to be incurred over the two-year period in Forecast Year 2022 and Projection Year 2023 for future replacement and improvement works. The Manager will be able to draw down on the committed revolving credit facility of US\$200.0 million from the Lenders to fund the current capital expenditure requirements, as well as for any future capital expenditure, if required. In addition, as at the Listing Date, Digital Core REIT is expected to have an available cash balance of approximately US\$4 million.

Properties

The aggregate Appraised Value of the Properties was approximately US\$1.4 billion. For the purposes of the Profit Forecast and Profit Projection, the Manager has assumed that there is no change in the valuation of the Properties, except to the extent associated with capitalised capital expenditure.

Any subsequent revaluation of the Properties will not affect the forecast and projected DPU for Forecast Year 2022 and Projection Year 2023, as Digital Core REIT's distributions are based on its taxable income, which excludes gains or losses upon revaluation of the Properties.

Issue Costs

The costs associated with the Offering will be paid for by Digital Core REIT. These costs are deducted from net assets attributable to Unitholders and have no impact on income available for distribution to Unitholders.

Accounting Standards

The Manager has assumed that there will be no change in the applicable accounting standards or other financial reporting requirements that may have a material effect on the forecast or projected profit for the year.¹

Other Assumptions

The Manager has made the following additional assumptions in preparing the Profit Forecast and Profit Projection:

- the initial property portfolio of Digital Core REIT remains unchanged for Forecast Year 2022 and Projection Year 2023;
- no further capital will be raised for Digital Core REIT during Forecast Year 2022 and Projection Year 2023;
- all the lease arrangements in relation to the Properties are enforceable and will be performed in accordance with their terms during Forecast Year 2022 and Projection Year 2023;
- the Facilities are available for Forecast Year 2022 and Projection Year 2023;
- there will be no changes in the applicable tax legislation for Forecast Year 2022 and Projection Year 2023;
- 100.0% of Digital Core REIT's Distributable Income for Forecast Period 2022 and Projection Year 2023 will be distributed;
- there will be no pre-termination of any committed leases as at the Listing Date, during the Forecast Year 2022 and Projection Year 2023;
- there will be no development projects undertaken for Forecast Year 2022 and Projection Year 2023;
- the GST charged on issue expenses will be recovered in the quarter immediately following when they are incurred;
- there will be no change in the valuation of the Properties, except to the extent associated with capitalised capital expenditure; and
- that where derivative financial instruments are undertaken to hedge against interest rate and/or currency movements, there is no change in fair value of such instruments throughout Forecast Year 2022 and Projection Year 2023.

¹ There is no intention to change accounting policies. This assumption is meant to cover potential future changes beyond the control of the Manager.

SENSITIVITY ANALYSIS

The forecast and projected distributions included in this Prospectus are based on a number of assumptions that have been outlined above. The forecast and projected distributions are also subject to a number of risks as set out in “Risk Factors”.

Investors should be aware that future events cannot be predicted with any certainty and deviations from the figures forecast or projected in this Prospectus are to be expected. To assist investors in assessing the impact of these assumptions on the Profit Forecast and Profit Projection, a series of tables demonstrating the sensitivity of the distribution yield to changes in the principal assumptions are set out below.

The sensitivity analyses are intended only as a guide. Variations in actual performance could exceed the ranges shown. Movements in other variables may offset or compound the effect of a change in any variable beyond the extent shown.

Rental Income

Changes in the Rental Income not attributable to committed leases will impact the net property income of Digital Core REIT and, consequently, the distribution yield. The assumptions for Rental Income have been set out earlier in this section. The effect of variations in the Rental Income not attributable to committed leases on the distribution yield is set out below:

	Distribution yield pursuant to changes in Rental Income not attributable to committed leases ⁽¹⁾ (%)	
	Forecast Year 2022	Projection Year 2023
5.0% above base case	4.75	5.00
Base case	4.75	5.00
5.0% below base case	4.75	5.00

Note:

(1) Rental Income refers to the net rental income (after rent rebates and provisions for rent-free periods, where applicable), without adjustment for straight-lining impact over the term of the lease.

Property Operating Expenses

Changes in property operating expenses will impact the net property income of Digital Core REIT and, consequently, the distribution yield. The assumptions for property operating expenses have been set out earlier in this section. Based on Base Rental Income for the month of June 2021, 62% of leases are triple-net. Variations in property operating expenses are also reflected within reimbursements for these triple-net leases. The effect of variations in the property operating expenses on the distribution yield is set out below:

	Distribution yield pursuant to changes in Property Operating Expenses (%)	
	Forecast Year 2022	Projection Year 2023
5.0% above base case	4.72	4.94
Base case	4.75	5.00
5.0% below base case	4.78	5.06

Finance Costs

Changes in interest rates will impact the finance costs and total return after tax of Digital Core REIT and, consequently, the distribution yield. The assumptions for finance costs have been set out earlier in this section. The effect of variations in finance costs on the distribution yield is set out below:

	Distribution yield pursuant to changes in Finance Costs (%)	
	Forecast Year 2022	Projection Year 2023
0.5% above base case	4.58	4.83
Base case	4.75	5.00
0.5% below base case	4.92	5.17

Foreign Exchange Rates

Changes in the foreign exchange rates for Canadian dollars to United States dollars will impact the Distributable Income of Digital Core REIT as the distributions are paid in United States dollars and consequently, the distribution yield. The assumptions for foreign exchange rates have been set out earlier in this section. The effect of variations in foreign exchange rates on the distribution yield is set out below:

	Distribution yield pursuant to changes in Foreign Exchange Rates (%)	
	Forecast Year 2022	Projection Year 2023
5.0% USD appreciation	4.73	4.97
Base case	4.75	5.00
5.0% USD depreciation	4.77	5.03

STRATEGY

INVESTMENT STRATEGY

Digital Core REIT is a Singapore REIT established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy.

The term “stabilised income-producing real estate asset” in relation to the investment mandate as set out above shall mean an operating real estate asset which meets the following criteria as at the date of the proposed offer:

- (i) achieved a minimum occupancy of at least 90%;
- (ii) achieved an average rental rate at least comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of such asset;
- (iii) Digital Core REIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset; and
- (iv) is suitable for acquisition by Digital Core REIT, taking into account market conditions at the time of the proposed offer.

In accordance with the requirements of the Listing Manual, the Manager’s investment strategy for Digital Core REIT will be adhered to for at least three years following the Listing Date. The Manager’s investment strategy for Digital Core REIT may only be changed within three years from the Listing Date if an Extraordinary Resolution is passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed.

KEY OBJECTIVES

Digital Core REIT’s key objectives are to provide Unitholders with regular and stable distributions and to achieve long-term growth in DPU and NAV, while maintaining an appropriate capital structure.

KEY STRATEGIES

The Manager will seek to achieve Digital Core REIT’s key objectives through the following strategies:

- **Proactive asset management and asset enhancement strategy** – The Manager will actively manage Digital Core REIT’s property portfolio with the objectives of achieving growth in gross revenue and net property income, maintaining optimal occupancy levels and facilitating asset enhancement opportunities.
- **Investments and acquisition growth strategy** – The Manager will seek to achieve portfolio growth through the acquisition of quality income-producing properties that fit within Digital Core REIT’s investment strategy to enhance the return to Unitholders and to pursue opportunities with future income and capital growth.
- **Capital management strategy** – The Manager will endeavour to employ an appropriate mix of debt and equity in financing acquisitions and will adopt financing policies to optimise risk-adjusted returns to Unitholders.

Proactive Asset Management and Asset Enhancement Strategy

The Manager's strategy for organic growth is to actively manage the Properties and grow strong relationships with customers by ensuring the seamless delivery of Digital Realty's industry-leading operational resiliency and value-added customer services. In addition, the Digital Realty team will continuously monitor opportunities to provide incremental value to customers through infrastructure and energy efficiency as well as operational best practices sharing. Through such active management, the Manager seeks to maintain high customer retention and occupancy levels and achieve stable rental growth, as well as minimise the costs associated with marketing and leasing space to new customers. In this regard, Digital Core REIT will benefit from the experience of the Asset Managers.

Further, the Manager will seek to maximise returns from Digital Core REIT's property portfolio through some of, but not limited to, the following measures:

Maintaining above-market occupancy rates

The Manager will seek to maintain above-market occupancy rates for the initial Properties and future properties by working with the Digital Realty organisation and the Property Managers to manage lease renewals effectively in order to minimise vacant periods due to either lease expiration or premature termination and to:

- work towards optimal rental benchmarks established for each property;
- proactively engage in early renewal negotiations with customers whose leases are about to expire;
- endeavour to line up new customers in preparation for vacant space;
- acquire future properties with leases that are about to expire with passing rents that are below market levels and for which there is potential upside;
- acquire future properties with below market occupancy rates where the Manager can increase occupancy to market or higher occupancy levels;
- increase the overall marketability and profile of Digital Core REIT's portfolio of properties to increase the prospective customer base;
- actively market current and impending vacancies to minimise vacant periods;
- actively monitor rental arrears to minimise defaults by customers and other aspects of customer performance;
- incorporate contractual periodic rental step-up provisions in leases to provide an additional source of organic growth; and
- explore and satisfy the expansion needs of existing customers.

The Manager will work with the Property Managers to initiate customer retention programme initiatives to further strengthen customer relationships. The Manager believes that such efforts will contribute to maintaining high customer retention levels, minimising vacancy levels and reducing gaps in rental income, as well as the associated costs of securing new customers.

Delivering superior services to customers

The Manager intends to work with the Property Managers to ensure it continues to provide superior services to customers through:

- providing high quality asset management services to maintain high retention rates;
- facilitating relocation or expansion of customers according to their operational requirements;
- rapidly responding to customers' feedback and enquiries; and
- providing additional value-added services for customers.

Implementing asset enhancement initiatives

The Manager will work closely with the Property Managers to improve the rental income and value of the portfolio by undertaking asset enhancement initiatives. To the extent possible and permitted by law and regulations, the Manager may:

- seek to rationalise the use of space, create more leasable area, identify sub-optimal and ancillary areas that can be converted for higher returns and improve data centre usage efficiency; and
- undertake retrofitting and refurbishments of Digital Core REIT's properties where necessary to enhance their attractiveness, achievable rental rates and power availability.

The Manager will initiate asset enhancement initiatives subject to the improvements satisfying projected levels of feasibility and profitability.

Implementing pro-active marketing plans

The Manager intends to work with the Property Managers to develop customised pro-active marketing plans for each applicable property. Each plan will focus on property-specific needs to maximise customer interest with a view to increasing the value and appeal of the properties and to maintain the long-term value of the properties.

Continuing to rationalise operating costs

The Manager will work closely with the Property Managers to keep property operating expenses low while maintaining the quality of services. The Manager intends to rationalise operating costs through the following:

- working closely with the Property Managers to manage and reduce the property operating expenses (without reducing the quality of maintenance and services). Some cost management initiatives include (i) re-bidding service contracts to achieve cost savings, (ii) constantly reviewing workflow process to boost productivity, lower operational cost and foster close partnership with services providers to control costs and potential escalation, and (iii) upgrading the buildings' systems to improve energy efficiency and reduce energy costs; and
- exploiting the economies of scale associated with the Digital Realty global supply chain, for example, bulk purchasing of supplies and cross-implementation of successful cost-saving programmes.

Given Digital Core REIT's organic earnings growth potential, the Manager's initial strategy following the completion of the Offering is to focus on optimising the operational performance of Digital Core REIT's IPO Portfolio via two main paths for organic earnings growth – increasing portfolio rents and lowering operating costs in the IPO Portfolio (specifically at non-triple-net sites). Nonetheless, moving forward, the Manager intends to actively explore acquisition opportunities to add value to Digital Core REIT and enhance returns to Unitholders.

Investments and Acquisition Growth Strategy

The Manager will pursue opportunities to undertake acquisitions of assets that it believes will be accretive to Digital Core REIT's portfolio and improve returns to Unitholders relative to Digital Core REIT's weighted average cost of capital, and opportunities with future income and capital growth. In evaluating future acquisition opportunities, the Manager will seek acquisitions that may enhance the diversification of the portfolio by location and customer profile and optimise risk-adjusted returns to the Unitholders. The Manager believes it is well qualified to pursue its acquisition strategy. The management of the Manager, together with the staff of the Asset Managers, has extensive experience and a strong track record in sourcing, acquiring and financing data centre investments. The industry knowledge, relationships and access to market information of the management of the Manager and the Asset Managers provide a competitive advantage with respect to identifying, evaluating and acquiring additional data centres.

Investment criteria

In evaluating future acquisition opportunities for Digital Core REIT, the Manager, working with the Asset Managers, will focus primarily on the following investment criteria in relation to the property under consideration:

Yield requirements: The Manager will seek to invest in income-producing properties that provide increasing distributions to Unitholders over time, through the ability to increase the building's occupancy rate, renew existing leases to higher market rents at lease expiration, and from contractual rental increases in the customers' leases.

Customer and occupancy characteristics: The Manager will seek to acquire properties with high quality and reputable existing customers, or properties with the potential to generate higher rentals and properties with potential for high customer retention rates, relative to comparable properties in their respective micro-property markets. In addition, the Manager will evaluate the following prior to the acquisition of a property: (i) customer credit quality in order to reduce the probability of collection losses, (ii) rental rates and occupancy trends to estimate rental income and occupancy rate going forward and (iii) the impact of the acquisition on the entire portfolio's customer, business sector and lease expiry profiles.

Location: Working with the Asset Managers, the Manager will assess each property's location in the context of market fundamentals, accessibility to fibre and power, and the local business and regulatory environments, as well as its impact on the overall geographic diversification of the portfolio. The Manager will evaluate potential acquisition targets for market fundamentals, including core metro areas, supply and demand dynamics, land availability and utility rates. The Manager will also evaluate a range of location-related criteria including, but not necessarily limited to, access to fibre and power, proximity to major airports, subsea cable landings, and ease of doing business, permitting and entitlement, as well as the tax, legal and regulatory environment.

Value-enhancing opportunities: The Manager will seek to acquire properties with opportunities to increase occupancy rates and enhance value through proactive property management. The potential to add value through selective renovation or other types of asset enhancement initiatives will also be assessed.

Building and facilities specification: Working with the Asset Managers, the Manager will endeavour to conduct thorough property due diligence and adhere strictly to the relevant quality specifications, with due consideration given to the size and age of the buildings, with respect to potential properties to be acquired by Digital Core REIT. The Manager will seek to acquire buildings with good quality specifications and which are in compliance with the relevant building and zoning regulations, including energy conservation, health and safety regulations. The Manager will rely on due diligence reports submitted by experts relating to the structural soundness of the building, repairs, maintenance, capital expenditure requirements and encroachment of site boundaries. These reports will be the basis upon which the Manager will assess building conditions and the expected levels of future capital expenditures.

The Manager currently expects that Digital Core REIT will hold the properties it acquires on a long-term basis. However, in the future, where the Manager considers that any property has reached a stage that offers limited scope for further growth, the Manager may recommend divesting a property and recycling the proceeds into properties that meet its investment criteria.

Capital Management Strategy

The Manager will seek to optimise Digital Core REIT's capital structure and cost of capital within the borrowing limits set out in the Property Funds Appendix and intends to employ a combination of debt and equity in financing acquisitions and asset enhancement initiatives.

The Manager will also endeavour to:

- maintain a strong balance sheet;
- secure diversified funding sources to access both financial institutions and capital markets; and
- optimise its cost of debt financing.

The Manager will seek to achieve the above by pursuing the following strategies:

Optimal capital structure strategy: Within the borrowing limits set out in the Property Funds Appendix, the Manager will endeavour to employ an optimal capital structure, comprising an appropriate mix of debt and equity in financing the acquisition of properties and asset enhancement activities of its properties. The Manager's capital management strategy involves adopting and maintaining aggregate leverage levels and debt maturity schedules that it believes will provide optimal returns to Unitholders, while maintaining flexibility in respect of future capital expenditures or acquisitions.

In the event that Digital Core REIT incurs any future borrowings, the Manager will periodically review Digital Core REIT's capital management policy with respect to its Aggregate Leverage and modify its strategy in light of prevailing market conditions. The Manager will endeavour to employ long-term, fixed-rate debt to the extent practicable in view of market conditions in existence from time to time.

At the Listing Date, Digital Core REIT has gross borrowings of US\$350 million with an Aggregate Leverage of 27.0% based on the Offering Price. (See "Capitalisation and Indebtedness – Indebtedness" for further details.)

Debt diversification strategy: As and when appropriate, the Manager may consider diversifying sources of debt financing in the future by way of accessing the public debt capital markets through the issuance of investment grade bonds to further enhance the debt maturity profile of Digital Core REIT.

Other financing strategy: The Manager will, in the future, consider other opportunities to raise additional equity capital for Digital Core REIT through the issue of new Units, for example, to finance acquisitions of properties. The decision to raise additional equity will also take into account the stated strategy of maintaining an optimal capital structure.

BUSINESS AND PROPERTIES

Unless otherwise specified, all information relating to the Properties in the Prospectus are as at 30 June 2021 and all diagrams or charts are based on 100% interest in each of the Properties.

About Digital Core REIT

Digital Core REIT is a Singapore REIT established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy.

Digital Core REIT seeks to create long-term, sustainable value for all stakeholders through ownership and operation of a stabilised and diversified portfolio of mission-critical data centre facilities concentrated in select global markets. Digital Core REIT will be the exclusive S-REIT vehicle sponsored by Digital Realty¹, the largest global provider of cloud- and carrier-neutral data centre, colocation and interconnection solutions².

Portfolio Summary

The Digital Core REIT IPO Portfolio is comprised of 10 institutional quality, 100% freehold data centres concentrated within top-tier markets in the U.S. and Canada with an aggregate Appraised Valuation of US\$1.4 billion³. The IPO Portfolio totals 1.2 million NRSF as at 30 June 2021 and is 100% leased to a roster of blue-chip customers, each with numerous deployments across the Sponsor's global platform. The weighted-average remaining lease term is over six years and 100% of the lease agreements contain contractual annual cash rental rate escalations ranging from 1.0% to 3.0%, with a weighted average of approximately 2% by Base Rental Income for month of June 2021. In addition, approximately 85% of the IPO Portfolio based on NRSF as at 30 June 2021 is leased on a triple-net lease structure, providing additional insulation against operating expense growth.

Digital Realty considers the assets comprising the IPO Portfolio as core to its investment strategy, strategically positioned in top-tier markets characterised by robust and diverse demand and mission-critical to large and growing data centre customers, in addition to being suitable for core real estate investors. The IPO Portfolio is fully integrated into PlatformDIGITAL®, the Sponsor's global data centre platform, enabling customers to connect directly (i.e., secure, private connection between customers on the Sponsor's platform that does not require the exchange of traffic over the public Internet) to the broad mix of enterprise and service provider participants on the Sponsor's platform within a given metropolitan area.

Digital Core REIT will indirectly own a 90% interest in each of the 10 Properties within the IPO Portfolio through (i) its 100% indirect ownership of the common shares of the Parent U.S. REIT, which in turn owns a 90% ownership interest in the U.S. JVs and (ii) its 100% ownership of the ordinary shares of Singapore Sub 3, which in turn has a 90% ownership interest in the Canadian JV, while Sponsor Investor will retain a 10% stake in each of the JVs. Given the integration of these assets into Digital Realty's global platform, the Manager believes the value of the assets will be maximised, and a seamless customer experience preserved, by virtue of the Sponsor's continuing involvement and ownership interest.

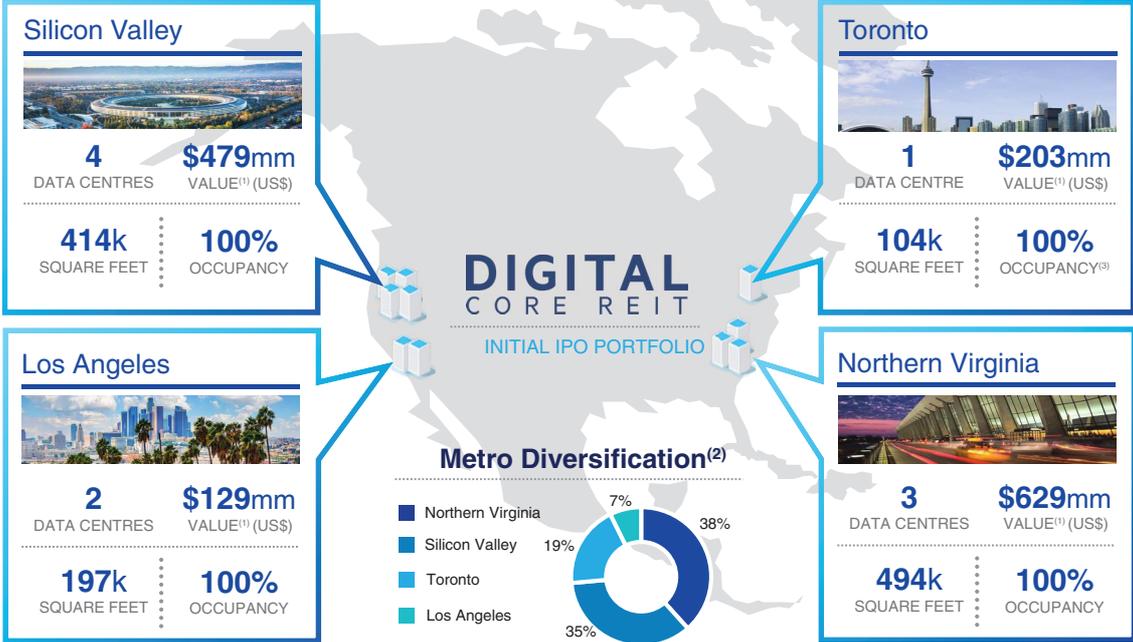
1 "Digital Realty" refers to Digital Realty Trust, Inc., together with its consolidated subsidiaries, including Digital Realty Trust, L.P.

2 Based on total data centre capacity, as measured by the total number of data centres, total customer IT load and total square feet. See also Independent Market Research report.

3 Based on a 90% interest, the Appraised Valuation of the IPO Portfolio would be US\$1,296.5 million.

A brief overview of the IPO Portfolio is set out below.

Top-Tier Markets Tethered to Core Digital Transformation Drivers



Source: Company data as of 30 June 2021.

- (1) Based on valuation by Cushman & Wakefield of a 100% ownership interest.
- (2) Based on Base Rental Income for the month of June 2021.
- (3) Excludes 11,500 square feet of empty shell space not feasible to build out as data centre capacity.

About Industry-Leading Sponsor Digital Realty

Digital Realty (NYSE: DLR) is the largest global provider of cloud- and carrier-neutral data centre, colocation and interconnection solutions dedicated to the full customer spectrum, from the enterprise to the hyperscale cloud service provider.¹ PlatformDIGITAL®, the Sponsor’s global data centre platform, provides a trusted foundation to support the digital transformation initiatives for more than 4,000 customers, including numerous high-quality and growing multinational companies across a broad cross-section of global industries. The Sponsor’s global platform offers customers consistency of deployment, operating model, form of contract and procurement experience, as well as a single responsible party capable of meeting their data centre requirements around the world. The Sponsor’s top 20 customers have an average of over 40 deployments across the Sponsor’s 291 facilities in 47 metros throughout 24 countries on six continents. Digital Realty (NYSE: DLR) is one of the 10 largest U.S.-listed REITs, with an equity market capitalisation of approximately US\$44 billion and a total enterprise value of approximately US\$58 billion.

¹ Based on total data centre capacity, as measured by the total number of data centres, total customer IT load and total square feet. See also Independent Property Market Research Report.

COMPETITIVE STRENGTHS

The Digital Core REIT IPO Portfolio is characterised by the following competitive strengths:

- Concentrated in top-tier data centre metros characterised by robust and diverse data centre demand
- High-quality, mission-critical facilities that are strategically located within the market
- Fully-occupied by a large and growing blue-chip customer base
- Strong brand awareness as a trusted data centre partner with consistency in service and reliability as well as a leading ecosystem
- Generating a stable and growing cash flow stream
- Proprietary access to Digital Realty’s comprehensive suite of product and interconnection offerings
- Designed, built and operated in line with Digital Realty commitment to sustainable solutions

(1) Concentrated in top-tier data centre metros characterised by robust and diverse data centre demand

The IPO Portfolio is concentrated in top-tier data centre metros in the U.S. and Canada, including Northern Virginia and Toronto on the East Coast of North America along with Silicon Valley and Los Angeles on the West Coast. These major metropolitan areas are connectivity, technology, financial, media and entertainment hubs, characterised by robust and diverse data centre demand. Each of these locations offer access to multiple fibre routes as well as relatively low-cost power and major transportation hubs, including international airports. These major metropolitan areas are among the largest and fastest growing data centre markets in North America with highly attractive supply/demand dynamics supporting low and projected to be decreasing vacancy rates.

According to the Independent Market Research Consultant, key attributes of Digital Core REIT’s markets include the following.

NORTHERN VIRGINIA

Largest Data Centre Market in the World



LOS ANGELES

Entertainment Capital of the World



NORTHERN CALIFORNIA

Global Hub for Technological Innovation



TORONTO

Business and Financial Capital of Canada and Primary Data Centre Market



Source: IMR

(1) As of 2Q 2021.

(2) Per the Global Financial Centres Index 30 (GFCI 30) published September 2021.

(3) Based on public disclosure by Amazon Web Services, Inc., Microsoft, IBM, Oracle, Alibaba Cloud, and Tencent Cloud.

Digital Realty is the largest data centre owner and operator by rentable square feet within each of these metropolitan areas with numerous facilities often located in close proximity and campus environments. In each of these markets, Digital Realty is serving on average of over 100 customers across a full product spectrum from enterprise colocation to dedicated data halls for hyperscale cloud service providers.

(2) High-quality, mission-critical facilities that are strategically located within the market

The IPO Portfolio is comprised of high-quality, well-maintained, 100% freehold data centres designed to stringent customer specifications with minimal near-term capital expenditure requirements. The customers within the IPO Portfolio play a critical role in the digital economy, and these data centres are mission-critical to their businesses.

In addition, the IPO Portfolio is fully integrated into PlatformDIGITAL®, the Sponsor’s global data centre platform, enabling customers to efficiently scale their digital business and connect directly (i.e., secure, private connection between customers that does not require the exchange of traffic over the public Internet) to the broad mix of enterprise and service provider participants within a given metropolitan area.



Source: IMR.

(1) Represents the Northern California market

Furthermore, given the strategic location of the data centres with close proximity or adjacency to Digital Realty’s facilities and campuses, the IPO Portfolio stands to benefit from customer demand seeking a runway for growth across the Digital Realty platform with that market with consistency of operations and seamless connectivity. Not only will existing customers be able to continue to expand their infrastructure without migrating workloads, but the IPO Portfolio will stand to benefit from a broader and diverse customer demand profile of seeking footprint with Digital Realty in these leading markets.

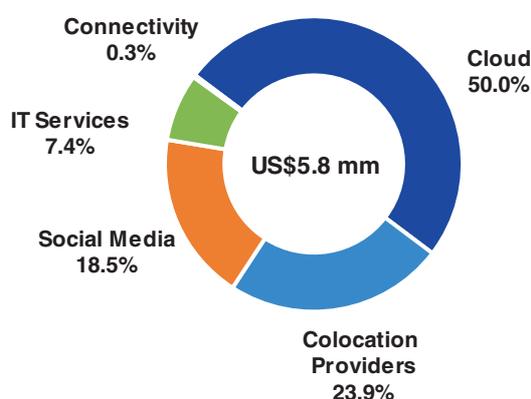
The Manager expects minimal total capital expenditures of US\$5.0 million to be borne by Digital Core REIT during the Forecast Year 2022 and the Projection Year 2023, reflecting the consistent maintenance routine under the Sponsor’s ownership. See “Profit Forecast and Profit Projection” for further details.

(3) Fully-occupied by a large and growing blue-chip customer base

The Properties in the IPO Portfolio are fully occupied by a blue-chip customer base across the cloud, colocation, IT solutions and social media verticals. The majority of these customers are hyperscale users, the largest buyers of data centre capacity and the fastest-growing data centre customer segment. As at 30 June 2021, the IPO Portfolio contains 12 unique customers, including leading global platforms and service providers, each with numerous deployments across the Sponsor's global platform. Approximately 68.6% of the Base Rental Income for the month of June 2021 of the IPO Portfolio is generated by customers that are investment grade or equivalent rated. The customers of the IPO Portfolio are growing their footprint with Digital Realty on a global scale and have signed new leases with Digital Realty representing more than US\$100 million of annualised GAAP rental revenue over the last twelve months.

The chart below provides a trade sector breakdown of the IPO Portfolio's customer base by Base Rental Income for the month of June 2021.

**Breakdown of IPO Portfolio Base Rental Income by Trade Sector
(for the month of June 2021)**



The table below sets out selected information on the top six customers of the IPO Portfolio by percentage of Base Rental Income for the month of June 2021.

DIGITAL CORE REIT



Note:

(1) As of 28 September 2021. Represents credit ratings by Standard & Poor's Rating Services and Moody's Investors Service Inc., respectively. Each of Standard & Poor's Rating Services and Moody's Investors Service Inc. has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the information quoted above in this Prospectus and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the above published by each of Standard & Poor's Rating Services and Moody's Investors Service Inc. is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

(4) Strong brand awareness as a trusted data centre partner with consistency in service and reliability as well as a leading ecosystem



The quality of the customers in the IPO Portfolio is partially driven by the strong brand awareness and recognition of Digital Realty, who is viewed by customers as a leading and trusted partner in the data centre sector. Customers are increasingly seeking data centre providers who not only offer a diverse product offering to meet their needs, but also provide consistency and excellence in service and reliability. As a trusted partner to our customers, which include many of the most digitally ambitious companies in the world, it is important that we help safeguard their digital capital and drive their growth. The Sponsor has a long track record of striving to ensure customer success through consistency in operations, customer care and ease of doing business. The Sponsor's record of resiliency, 14 consecutive years of "five-nines" (99.999%) uptime for facilities owned and operated, also provides customers assurance that their mission-critical data centres are always up and running.

Furthermore, customers gravitate towards providers that have established ecosystems that allow them to seamlessly connect with other service providers and enterprises, with the IPO Portfolio benefiting from one of the leading data centre ecosystems. Cloudscene, the world's leading connectivity marketplace and market intelligence platform for buyers and sellers of network services, ranked Digital Realty as the second leading data centre ecosystem in North America (as of H1, 2021). Cloudscene ranks data centre operators by their ecosystems of data centres, service providers, network fabrics, and cloud on-ramps. The strong ecosystem that the Sponsor has created throughout its global platform further enhances the attractiveness and stickiness of the properties in the IPO Portfolio.

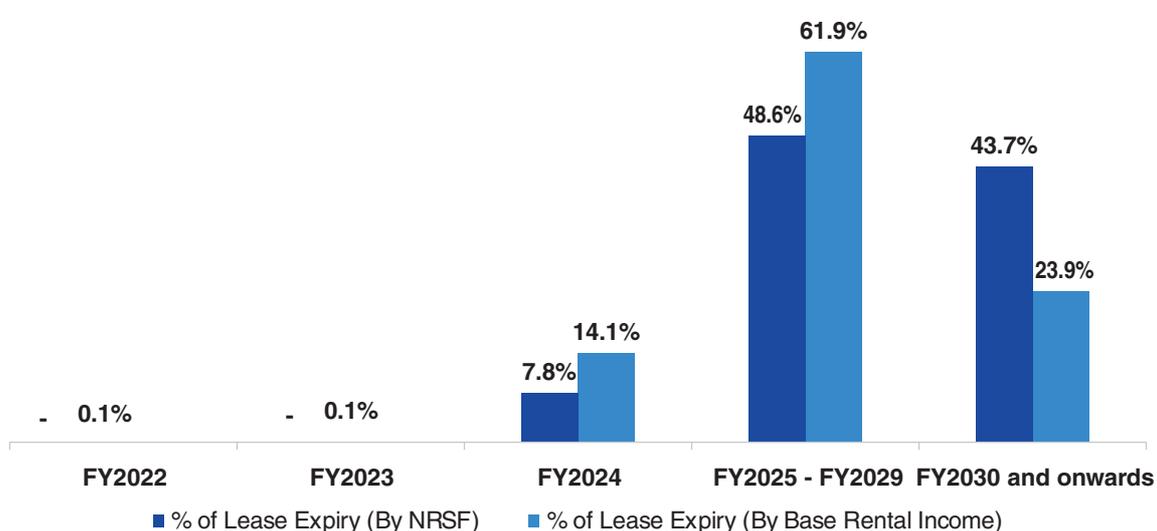


(5) Generating a stable and growing cash flow stream

The IPO Portfolio is fully leased with a weighted-average remaining lease expiry of 6.2 years by Base Rental Income for the month of June 2021 and 7.7 years by NRSF as at 30 June 2021. No more than 0.2% of Base Rental Income for the month of June 2021 is scheduled to expire from 2021-2023. The rental rates of the IPO Portfolio have been recently negotiated with approximately 89.3% of the IPO Portfolio, based on NRSF as at 30 June 2021, contractually signed new or renewed with lease agreements since 2017.

Since 2012, the average occupancy for the IPO Portfolio has been approximately 99.4%, and customers have renewed approximately 95.8% of total leases expiring, reflecting the sticky nature of the customer base, the difficulty and risk of migrating customer workloads, as well as the Sponsor's long-term track record of data centre operational expertise.

Weighted Average Lease Expiry Profile of the IPO Portfolio by NRSF (as at 30 June 2021) and Base Rental Income (for the month of June 2021)



Nearly 100.0% of existing leases by Base Rental Income for the month of June 2021 and NRSF as at 30 June 2021 contain built-in annual rental escalations. The annual rental escalations generally range from 1.0% to 3.0%, with a weighted average of approximately 2%. Approximately 85.2% and 62.2% of existing leases are triple-net leases based on NRSF as at 30 June 2021 and Base Rental Income for the month of June 2021, respectively, providing additional insulation against operating expense growth.

(6) Proprietary access to Digital Realty's comprehensive suite of product and interconnection offerings

The Properties in the IPO Portfolio have proprietary access to Digital Realty's comprehensive suite of product and interconnection offerings, providing customers a flexible, global data centre platform that allows them to tailor infrastructure deployments and controls matched to their business needs. The data centres are scalable to meet customers' needs, from a single rack or cabinet up to multi-megawatt deployments, along with connectivity, interconnection and solutions to support their hybrid cloud architecture requirements.

Capacity Product Offerings

The Sponsor's capacity product offerings include colocation and Turn-Key Flex® data centres, which are move-in ready, physically secure facilities with the power and cooling capabilities to support customers requiring a single rack or cabinet up to multi-megawatt deployments. Colocation and Turn-Key Flex® facilities are effective solutions for customers who may lack the bandwidth, capital budget, expertise or desire to provide their own extensive data centre infrastructure, management and security. These offerings are also well-suited for those customers who seek to efficiently exchange data with others in the Sponsor's communities, lowering their costs and creating value for their business. For customers who possess the ability to build and operate their own facility, the Powered Base Building® solution provides the physical location, requisite power and network access necessary to support a state-of-the-art data centre.

Additionally, data centre campuses offer customers the opportunity to expand in or near their existing deployments within a campus.

Product	Description
Colocation (0 to 1 MW)	<ul style="list-style-type: none">• Small (one cabinet) to medium (75 cabinets) deployments• Provides agility to quickly deploy in days• Contract length generally 2-5 years• Consistent designs, operational environment, power expenses
Scale & Hyperscale Powered Base Building® Turn-Key Flex® (> 1 MW)	<ul style="list-style-type: none">• Scale from medium (300+ kW) to very large deployments• Solution can be executed in weeks Contract length generally 5-10+ years• Customized data centre environment for specific deployment needs

Interconnection and Cloud-Enablement Solutions

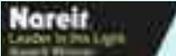
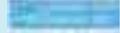
The Sponsor's interconnection offerings have significantly expanded through recent investments and strategic partnerships, with the Sponsor recognised as a leading provider of interconnection and cloud-enablement services globally. Interconnection is an attractive line of business that would be difficult to build organically and enhances the overall value proposition of the data centres in the IPO Portfolio. Furthermore, through product offerings such as Service Exchange and partnerships with cloud service providers, we are able to support our customers' hybrid cloud architecture requirements.

Product	Description
Cross Connect	<ul style="list-style-type: none">• A physical connection between two customer defined end points in a Digital Realty facility enabling customers to directly exchange data traffic
Campus Connect	<ul style="list-style-type: none">• Local, dedicated connectivity solution within Digital Realty campus environments located in hyperconnected metros around the world enabling multiple facilities on a single campus to exchange data traffic and therefore operate as a virtual single data centre
Metro Connect	<ul style="list-style-type: none">• Dedicated connection between multiple Digital Realty facilities located in the same metro area enabling fast connectivity for data traffic between them
Internet Exchange	<ul style="list-style-type: none">• Peering with major carrier, content, and wireless networks on a single, high-availability service platform enabling broad distribution of data traffic
Service Exchange	<ul style="list-style-type: none">• Access to multiple connections through multiple service providers all from one portal enabling simplified, direct, private, and secure connections
IP Bandwidth	<ul style="list-style-type: none">• Blended bandwidth upstream connectivity with routing to provide a fast, resilient, dedicated Internet connection
Pathway	<ul style="list-style-type: none">• Point-of-entry access for carriers, terminating into the POP or Meet Me Room within a given facility

(7) Built and operated in line with Digital Realty's commitment to sustainable solutions

Properties in the IPO Portfolio are also designed and built to reflect energy-efficient design and environmental sustainability, as sustainable data centre solutions are becoming an increasingly important evaluation criteria for customers in selecting their data centre provider. For example, properties such as 1500 Space Park Drive, 8217 Linton Hall Road (VA4) have been certified Gold LEED and Energy Star, respectively.

Digital Core REIT will also continue to benefit from the Sponsor’s “best-in-class” ESG leadership. The Sponsor’s strategic focus on addressing sustainability by driving environmental efficiency through the implementation of carbon-free and renewable energy serves as a key differentiator enabling them to deliver products that help attract and retain customers while managing operational risks. In 2020, the Sponsor won numerous ESG awards, including the NAREIT “Leader in the Light” award for data centres, recognising its sustainability and energy-efficiency achievements, was named 2021 EPA ENERGY STAR Partner of the Year, and also received Climate Bond Initiative’s Largest Financial Corporate Green Bond Award for 2020.

	Management and Organizational Commitment to Sustainability	Track Record of Sustainable Project Investment	Industry-Leading Clean Energy Solutions	Award-Winning Data Center Designs and Third-Party Certification	Thought Leadership and Innovation in Energy Efficiency
Achievements	<ul style="list-style-type: none"> Board oversight and senior executive with sustainability management responsibility TCFD-aligned GRI-compliant ESG report Global carbon reduction target set with the Science-Based Targets Initiative Signatory to CEO Action Pledge for Diversity & Inclusion 	<ul style="list-style-type: none"> Largest US REIT and data center issuer of green bonds Issued \$6.3 billion of Green bonds since 2015 Allocated \$3.3 billion to-date to eligible green projects Executed the data center industry’s first USD green bond in 2015 	<ul style="list-style-type: none"> 556 MW of renewable wind and solar projects under contract in the US 100% renewable power for European portfolio and US retail colocation portfolio Carbon neutral France portfolio and commitment to 2030 	<ul style="list-style-type: none"> 77 green building certifications globally, totaling 846 MW of IT capacity 43% of global portfolio by square foot has received one or more certifications 59% green building certifications gold-level or above 	<ul style="list-style-type: none"> #1 in ENERGY STAR certifications among data center providers First data center provider to receive ENERGY STAR Partner of the Year Award Surpassed 10% US colocation PUE reduction goal 2 years ahead of schedule
Awards	 <p>Committed to reducing Scope 1 and 2 emissions by 68% and Scope 3 emissions by 24% by 2030</p>	 <p>Awarded the 2020 Largest Financial Corporate Green Bond award from Climate Bonds Initiative</p>	 <p>Awarded the National Association of Real Estate Investments Trusts “Leader in the Light” award for data center sustainability for the 4th consecutive year</p>	 <p>Named 2021 EPA ENERGY STAR® Partner of the Year for second consecutive year</p>	

COMPETITION

Digital Core REIT competes with various owners, operators and developers of data centres in providing data centre solutions to customers. As data centre demand has grown, competition to capture that demand has increased as well. Digital Core REIT’s more prominent competitors include established global data centre providers such as Equinix, CyrusOne, QTS, DigitalBridge and Global Switch. As illustrated in the Key Investment Highlights (see “Key Investment Highlights – Industry-Leading Pipeline Provides Unparalleled Growth Opportunity via Global ROFR”), the Sponsor is the largest global data centre operator.

In addition, according to the Independent Market Research Consultant, competitors with assets comparable to the Properties include 1547 Realty, Ascent Data Centres, Cologix, CoreSite, DataBank, EdgeConneX, Equinix, Evoque, eStructure, INAP, Lincoln Rackhouse, NTT, QTS and ServerFarm.

Non-traditional players such as pension funds, institutional investors and private equity funds have also entered the data centre market. These institutional investors are generally traditional real estate investors who lack deep data centre investment experience, and often provide capital to existing data centre providers or acquire facilities in sale-leaseback transactions.

See Appendix F, “Independent Property Market Research Report” for further details.

CERTAIN INFORMATION ON THE IPO PROPERTIES

The table below sets out certain information on the IPO Portfolio as at 30 June 2021, unless otherwise stated:

Name of Property	Market	Land Tenure	Completion Year ⁽⁵⁾	Year of Last Refurbishment ⁽⁵⁾	NRSF (sq. ft.)	No. of Customers	Occupancy (%)	FY2022E Net Property Income (US\$ mm)	WALE by Base Rental Income for the month of June 2021 (years)	Valuation by Newmark ⁽¹⁾ (US\$ mm) (Based on 100%)	Valuation by Cushman ⁽¹⁾ (US\$ mm) (Based on 100%)	Appraised Valuation ⁽¹⁾ (US\$ mm) (Based on 100%)	Appraised Valuation Cap Rate ⁽²⁾	Purchase Consideration (US\$ mm) (Based on 90% Interest)
44520 Hastings Drive (ACC3)	Northern Virginia, U.S.	Freehold	2006	Nil	147,000	1	100%	15.9	3.9	318.0	318.0	318.0	4.89%	286.2
8217 Linton Hall Road (VA4)	Northern Virginia, U.S.	Freehold	2000	Nil	230,000	1	100%	11.3	4.0	220.0	261.0	261.0	4.26%	234.9
43831 Devin Shafron Drive (Bldg. C)	Northern Virginia, U.S.	Freehold	2001	Nil	117,071	1	100%	1.8	4.8	43.0	50.1	50.1	3.42%	45.1
3011 Lafayette Street	Silicon Valley, U.S.	Freehold	2000	2007	90,780	4	100% ⁽¹⁾	7.7	3.7	150.0	185.0	185.0	3.37%	166.5
1500 Space Park Drive	Silicon Valley, U.S.	Freehold	1977	2008	51,615	1	100%	5.9	13.2	102.0	113.0	113.0	5.56%	101.7
2401 Walsh Avenue	Silicon Valley, U.S.	Freehold	1973	2001	167,932	1	100%	4.9	11.7	107.0	112.0	112.0	3.85%	100.8
2403 Walsh Avenue	Silicon Valley, U.S.	Freehold	1996	2000	103,940	1	100%	3.1	11.7	67.0	69.2	69.2	3.92%	62.3
200 North Nash Street	Los Angeles, U.S.	Freehold	1976	2000	113,606	1	100%	3.2	11.7	62.0	71.1	71.1	3.93%	64.0
3015 Winona Avenue	Burbank (Los Angeles), U.S.	Freehold	1991	1999	82,911	1	100%	2.6	13.6	49.0	57.8	57.8	3.92%	52.0
371 Gough Road	Toronto, Canada	Freehold	1980	2015	104,308	6	100% ⁽³⁾	10.6	5.5	182.0	203.3	203.3	4.03%	183.0
Total/Average/Weighted Average					1,209,163	18	100%	66.9	6.2	1,300.0⁽⁴⁾	1,440.5	1,440.5	4.25%	1,296.5

Notes:

- (1) Valuations are based on 100% and as at the respective valuation dates.
- (2) Based on net property income for the Forecast Year 2022 (excluding straight-line rental adjustments) and Appraised Valuation.
- (3) Excludes 11,500 square feet of empty shell space not feasible to build out as data centre capacity. Given the high security and confidential nature of data centres, it would be impractical to lease out the empty shell space for an alternative use. As the occupancy rate is meant to portray an accurate representation of leasable capacity available for rent, the empty shell space was excluded from the occupancy calculation. If the empty shell space was included, the occupancy rate for 371 Gough Road would be 90% as of 30 June 2021.
- (4) The US\$1,300 million represents a summation of all the valuations of each Property without any portfolio premium. Newmark has also valued the entire IPO Portfolio at US\$1,450 million, including an 11.5% portfolio premium, reflecting the fact that, "there is a portfolio premium in the data centre industry that reflects the increasing level of demand from a wide range of investors."
- (5) Buildings and related structure components have a useful life of 50 or more years. Core mechanical and electrical systems as well as fire-life-safety systems have an average useful life of over 20 years. Furthermore, these are critical assets and are maintained and repaired on a regular basis which the Manager believe prolongs the average useful lives noted above.

The Properties comprising the IPO Portfolio are briefly described below.

Northern Virginia

- **44520 Hastings Drive (ACC3):** Fully-leased, approximately 147,000-square foot hyperscale data centre on the Sponsor's Ashburn Corporate Campus in the thick of the "data centre alley" in Loudoun County, Virginia.
- **8217 Linton Hall Road (VA4):** Fully-leased, approximately 230,000-square foot hyperscale data centre located in Prince William County, Virginia.
- **43831 Devin Shafron Drive (Bldg. C):** Fully-leased, approximately 117,071-square foot powered shell hyperscale data centre on the Sponsor's Digital Loudoun Campus in Loudoun County, Virginia.

Northern California (Silicon Valley)

- **3011 Lafayette Street:** Fully-leased, approximately 90,780-square foot hyperscale data centre located in the heart of Silicon Valley near Highway 101.
- **1500 Space Park Drive:** Fully-leased, approximately 51,615-square foot powered shell colocation facility located near Highway 101 and multiple sub-stations on the cost-effective Silicon Valley Power grid.
- **2401 Walsh Avenue:** Fully-leased, approximately 167,932-square foot powered shell colocation facility located near major highways and major transportation networks such as the Valley Transportation Authority light rail and the San Jose International Airport.
- **2403 Walsh Avenue:** Fully-leased, approximately 103,940-square foot powered shell colocation facility located near major highways and major transportation networks such as the Valley Transportation Authority light rail and the San Jose International Airport.

Los Angeles

- **200 North Nash Street:** Fully-leased, approximately 113,606-square foot powered shell colocation facility within the El Segundo data centre cluster in close proximity to the Los Angeles International Airport.
- **3015 Winona Avenue:** Fully-leased, approximately 82,911-square foot powered shell colocation facility situated in the media and entertainment capital of the world in Burbank, California.

Toronto

- **371 Gough Road:** Fully-leased, approximately 104,308-square foot multi-tenant data centre strategically located in the high-tech capital of Canada (Markham, Ontario) and approximately 17 miles north of the financial district in downtown Toronto.

Top 10 Customers of the IPO Portfolio

The table below sets out selected information on the top 10 customers of the IPO Portfolio by percentage of Base Rental Income for the month of 30 June 2021¹.

No.	Customer	Rating ⁽¹⁾	% of Base Rental Income for the month of June 2021
1	Fortune 50 Software Company	AAA/Aaa	35.9%
2	Global Colocation & Interconnection Provider	B-/B3	23.9%
3	Social Media Platform	Investment Grade Equivalent	18.5%
4	Global Technology Solutions Provider	A-/A2	11.7%
5	IT Service Provider	Not Rated	7.4%
6	Global Cloud Provider	AA/A1	2.5%
7	North American Telecom Network Provider	A-/A3	0.07%
8	Global Telecom & Media Company	BBB/Baa2	0.06%
9	Global Fibre Network Provider	B/B2	0.04%
10	North American Telecom & Media Company	BBB+/Baa1	0.03%
Total for Top 10 Customers			99.95%

Note:

- (1) Based on the credit ratings of the customer parent entity. The direct customers may be the parent entities or their subsidiaries or affiliates and there can be no assurance that a customer parent entity will satisfy the customer's lease obligations upon such customer's default.

1 The customers of Digital Core REIT cannot be named as for many of these customers, it is critical that the geographical locations of the data centres in which each customer's equipment, information and data are stored are kept confidential in order to minimise the risk of physical threats and intrusions into the relevant data centre. Accordingly, many of the agreements with the customers contain confidentiality provisions that restrict Digital Core REIT from disclosing their identities or any terms of their agreements. None of the top 10 tenants are related to the Sponsor group. In this regard, all of the top 10 customers have not given consent to the disclosure of their names. Digital Core REIT has obtained a waiver from the Authority from the requirement in paragraph 11.1(c)(ii) of the Property Funds Appendix to disclose the names of the customers.

MARKET OVERVIEW

Unless otherwise specified, the following information contained in this section has been extracted from the Independent Market Research Report prepared by DatacenterHawk.

A. Northern Virginia



2Q 2021 Snapshot of the Multi-Customer Data Centre Market			
Commissioned Power	1,660 MW	Under Construction (not leased)	38 MW
Available Power	51 MW	Planned Power	3,334 MW
Vacancy Rate	3.1%	YTD Absorption	102 MW

Source: datacenterHawk

Northern Virginia is the largest data centre market in the United States, with over 1,659 MW of commissioned power. The market experienced substantial growth in 2018, when it grew nearly 300 MW, and again in 2020, when it grew by more than 350 MW. Vacancy rates have dropped since 2015, aside from a one-year increase in 2019, as data centre users continue to view the market as an attractive destination for their digital infrastructure. The persistent decline has led to one of the lowest market vacancy rates in North America.

The area is mature and well-connected and traces its roots to the U.S. Government’s experiments in wide area fibre optic networking in the late 1960s. The low-latency connections to the national fibre network backbone along with a relatively business-friendly environment make Northern Virginia the top market for data centres serving the area’s biggest public and private enterprises. Dominion Energy is the main power provider in this market and distributes power through companies like the Northern Virginia Electric Cooperative and the Virginia Electric & Power Company. At an average of US\$0.06-US\$0.07/kWh, the region’s power cost is below the national average and compares favourably to other East Coast metro areas.

The Northern Virginia data centre market is known for its large-scale development. The data centre users within this market typically require robust infrastructure, runway for adjacent expansion, and favourable economic terms to match their commitments from a size and growth standpoint. Data centre providers generally seek the support of Loudoun County and other local Virginia governments, where they receive incentives in the form of permitting aid or tax abatements. The region’s digital ecosystem and fibre reach are two primary factors behind its

explosive growth. Northern Virginia is one of several anchor points of the worldwide internet. An estimated 70% of the world’s internet traffic runs through Northern Virginia. No other region has more data centre facilities, data centre providers, or access to major cloud providers.

B. Northern California



2Q 2021 Snapshot of the Multi-Customer Data Centre Market			
Commissioned Power	531 MW	Under Construction (not leased)	37 MW
Available Power	22 MW	Planned Power	459 MW
Vacancy Rate	4.1%	YTD Absorption	17 MW

Source: datacenterHawk

Northern California is the second largest data centre market in North America at 531 MW of commissioned power as at 2Q 2021. While the Northern California data centre market may be one of the largest in North America, growth in the market is more measured. Given that demand frequently outpaces supply, new capacity is typically pre-leased prior to delivery. Consistent pre-leasing trends, strong absorption, and the lengthy process for adding new capacity will likely keep market vacancy low for the foreseeable future.

The Northern California data centre market has experienced growth in several cities south of San Francisco, with a majority of development concentrated in Santa Clara. Santa Clara’s data centre market growth is partly due to Silicon Valley Power, the city-run electric company which has consistently offered lower power costs to data centre users. Santa Clara contains over 45 data centres and 300 MW of commissioned power located in a three and a half square mile area, an area second in density only to “Data Centre Alley” in Northern Virginia.

Pacific Gas & Electric and Silicon Valley Power are the primary power providers serving the market. Electric rates are high, especially compared to other colocation markets. The rates average between US\$0.10-\$0.14/kWh. Power procurement can be an obstacle as well, which makes existing data centres and new development projects with power already procured more attractive to prospective customers.

C. Los Angeles



2Q 2021 Snapshot of the Multi-Customer Data Centre Market

Commissioned Power	176 MW	Under Construction (not leased)	11 MW
Available Power	10 MW	Planned Power	17 MW
Vacancy Rate	5.8%	YTD Absorption	12 MW

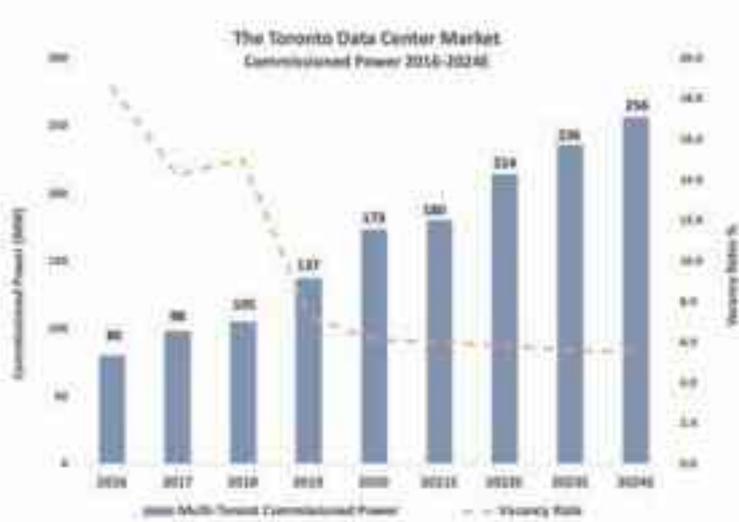
Source: datacenterHawk

Los Angeles is the eighth-largest data centre market in the US, with 176 MW of commissioned power. Due to growing demand for global cloud solutions, the market began to gain momentum in 2019, experiencing supply and demand growth in the years to follow. Prior to 2019, Los Angeles grew by three MW of commissioned power per year and averaged one MW of absorption per quarter. Since then, the market has averaged 10 MW of growth per year, with 3.5 MW of absorption per quarter. Most Los Angeles market absorption involves capacity that is already delivered and vacant at the time of absorption. Activity above 1 MW, however, often involves pre-leasing. Providers often initiate new development on a speculative basis, but on a small scale. Pre-leasing often takes place on capacity under development, rather than acting as an anchor that initiates new development.

Los Angeles is a growing data centre market, holding strategic value for users due to the market's subsea and long-haul fibre anchor points as well as its growing economy. Not only is Los Angeles one of America's largest cities, but it is also a global hub for commerce and finance. The region has a broad and diverse economy but is most often associated with the entertainment industry. As Hollywood and other entertainment properties such as video games embrace Internet delivery, the Los Angeles data centre market has grown to meet the demand. The entertainment industry has helped drive consistent absorption in Los Angeles, from users requiring colocation solutions as well as cloud providers taking down data centre capacity to serve the market.

Connectivity to domestic and international markets is one of the area’s defining characteristics. Los Angeles is a major access point to diverse long-haul fibre lines linking Phoenix and Las Vegas to the West Coast, as well as routes running along the coast from Mexico to Canada. Los Angeles is also a common subsea cable anchor point and is truly North America’s gateway to the Asia-Pacific market and other international hubs.

D. Toronto



2Q 2021 Snapshot of the Multi-Customer Data Centre Market			
Commissioned Power	180 MW	Under Construction (not leased)	11 MW
Available Power	12 MW	Planned Power	262 MW
Vacancy Rate	6.7%	YTD Absorption	5 MW

Source: datacenterHawk

Toronto is the primary data centre market for Canada and the eighth-largest market in North America, with a total of 180 MW of commissioned power as at 2Q 2021. Toronto is in the midst of a transition from a retail colocation market to competing for enterprise and hyperscale requirements. Before 2019, Toronto averaged 8-10 MW of absorption annually, whereas the Toronto market currently averages approximately 40 MW a year. Vacancy rates across the Toronto multi-customer data centre market stands at 6.7% as at 2Q 2021 driven by the scarcity of land suitable for data centre development in the region.

Toronto is the largest city in Canada with a population of 2.9 million and the fourth-largest in North America. The Toronto metropolitan statistical area (“MSA”) ranks as the seventh-largest in North America with a population of 6.4 million people. The growth of the Toronto data centre market can be attributed to the area’s business density, central location, strong economy, privacy laws and access to international markets. Power is readily available for most data centre projects at a rate of US\$0.07-\$0.09/kWh, which is competitive with other major North American markets. Hydro One is the market’s primary power company.

While Ontario does not offer any official data centre incentives, the region is known for favourable corporate tax rates and ease of doing business. Canada’s privacy laws sometimes also play a role in data centre users selecting Toronto over other North American markets. Due to the Patriot Act, some international companies feel a degree of unease around the lack of privacy of their operations in the U.S. and opt instead to place their digital infrastructure in Canada.

IPO Portfolio

The Properties comprising the IPO Portfolio were selected from the Sponsor's existing portfolio. The composition of the IPO Portfolio was determined based upon the characteristics of the properties, including occupancy rates, rental rates, customer profiles, lease expiry profiles, size and location. In addition, due consideration was given to ensure that the IPO Portfolio assets were concentrated in select markets in the U.S. and Canada to provide geographic diversification.

Assets from the Sponsor's portfolio were excluded from consideration for one or more of the following reasons:

- assets that have not achieved a minimum occupancy of at least 90% were excluded;
- assets that have not achieved an average rental rate at least comparable to the market rental rate for similar assets were excluded;
- assets that will require material asset enhancement initiatives within the next two years were excluded;
- assets not deemed "core" to the Sponsor's investment strategy and in which the Sponsor does not intend to hold a long-term ownership interest (i.e., non-core assets the Sponsor expects to sell outright) were excluded;
- assets subject to negotiation with a customer expected to exercise a purchase option were excluded;
- assets subject to a leasehold were excluded;
- assets with insufficient remaining lease term due to an unfavourable lease expiry profile, sizable near-term lease rollover exposure or near-term risk of customer churn were excluded;
- select assets within a given market were excluded to construct an IPO Portfolio well-diversified across top-tier data centre markets in the United States and Canada;
- the size of the IPO Portfolio was determined by the Sponsor and the Manager in consultation with the Joint Issue Managers based upon their views of the current market environment;
- select assets were excluded if the property was deemed premature to sell, or could not be sold pursuant to U.S. REIT rules, specifically Section 857(b)(6) of the U.S. Tax Code which imposes a 100% tax on gain from the sale of "dealer property" (as generally described in Section 1221(a)(1) of the U.S. Tax Code). To avoid such taxation under the U.S. Tax Code pursuant to a "safe harbour," the Parent U.S. REIT (or other applicable U.S. REIT) generally is required to hold the property for at least two years, among other requirements.

The Manager believes that the selected properties comprise an appropriately sized, stabilised portfolio which is well-diversified geographically as well as by asset exposure and customer concentration, with a healthy weighted-average remaining lease term, providing a stable cash flow stream and core investment profile.

In relation to the above properties which were excluded from consideration, it should be noted that such properties would be subject to the ROFR provided by the Sponsor (other than those which have an occupancy of less than 90% unless its occupancy has increased to 90% or more).

Redundancy

Redundancy refers to a system design where a component is duplicated so that in the event of a component failure, a customer's IT equipment is not impacted. "N" represents the amount of capacity required to power, back up or cool a data centre at full IT load, and "N+1"/"N+2" redundancy on critical components indicates an additional redundant components to support a single failure or required maintenance on a given component (i.e., generator, uninterruptible power supply, computer room air conditioning unit, etc.).

44520 Hastings Drive (ACC3)

44520 Hastings Drive Ashburn, VA 20147



Property Description

The Property is a one-story data centre facility located within the 740,520 sq.ft. of the Sponsor's Ashburn Corporate Campus in the Ashburn area of Loudoun County, Virginia. The Property was constructed as a shell in 2001 with building systems installed in 2006. As at 30 June 2021, the Property contains approximately 147,000 sq. ft. of NRSF, which includes approximately 79,600 sq.ft. of rentable data centre, approximately 5,738 sq. ft. of rentable storage space, with the remaining attributable as service and support space. The Property is designed with an N+1 redundancy on the critical components with a total critical power of 13.0 MW as at 30 June 2021.

The Property is located within Loudoun County's "Data Centre Alley" which is part of the Northern Virginia data centre market, which is the largest data market in the world. Additionally, the Property is close in proximity to the MAE-East internet exchange point, providing premier connectivity and access to an extensive fibre network already in place. This Northern Virginia data centre campus also provides access to the Sponsor's robust ecosystem via Service Exchange as well as metro connect and campus connect availability.

In addition, the Property is proximate to (i) major toll roads, such as Dulles Toll Road, (ii) state highways such as Loudoun County Parkway and Route 28, (iii) north of Dulles International Airport and (iv) approximately 30 miles northwest of Washington, DC.

The Property is rated Energy Star and 100% leased on a triple-net basis to a global cloud services provider that develops, licenses and sell both software products and services and hardware devices as at 30 June 2021.

Summary of Selected Information

The table below sets out a summary of selected information on 44520 Hastings Drive (ACC3).

Address	44520 Hastings Drive, Ashburn, VA 20147
Land Lease Title	Freehold
Completion Year	2006
Year of Last Refurbishment	Nil
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	1
NRSF (sq. ft.)	147,000
FY2022E Net Property Income (US\$ mm)	15.9
Valuation by Newmark (US\$ mm) (Based on 100%)	318.0
Valuation by Cushman (US\$ mm) (Based on 100%)	318.0
Appraised Value (US\$ mm) (Based on 100%)	318.0
Purchase Consideration (US\$ mm) (Based on 90% Interest)	286.2
Number of Customers	1
WALE by Base Rental Income for the Month of June 2021 (years)	3.9
WALE by NRSF (years)	3.9

8217 Linton Hall Road (VA4)

8217 Linton Hall Rd, Bristow, VA 20136



Property Description

The Property is a one-story data centre facility that was completed in 2000. As at 30 June 2021, the Property contains approximately 230,000 NRSF, which includes approximately 90,000 sq. ft. of rentable data centre space and approximately 140,000 sq.ft. of service and support space. The Property is designed with an N+2 redundancy on the critical components with a total critical power of 9.6 MW as at 30 June 2021

The Property is positioned just east of Lindon Hall in a transition area between heavy industrial uses to the east and residential development to the west and is proximate to Dulles International Airport, which is 20 miles north in Loudoun and Fairfax Counties.

The Property is Energy Star certified.

The Property is 100% leased on a triple-net basis to a global cloud services provider that develops, licenses and sell both software products and services and hardware devices as at 30 June 2021.

Summary of Selected Information

The table below sets out a summary of selected information on 8217 Linton Hall Road (VA4).

Address	8217 Linton Hall Rd, Bristow, VA 20136
Land Lease Title	Freehold
Completion Year	2000
Year of Last Refurbishment	Nil
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	1
NRSF (sq. ft.)	230,000
FY2022E Net Property Income (US\$ mm)	11.3
Valuation by Newmark (US\$ mm) (Based on 100%)	220.0
Valuation by Cushman (US\$ mm) (Based on 100%)	261.0
Appraised Value (US\$ mm) (Based on 100%)	261.0
Purchase Consideration (US\$ mm) (Based on 90% Interest)	234.9
Number of Customers	1
WALE by Base Rental Income for the month of June 2021 (years)	4.0
WALE by NRSF (years)	4.0

43831 Devin Shafron Drive (Bldg. C)

43831 Devin Shafron Drive Bldg. C, Ashburn, VA



Property Description

The Property is a one-story powered shell data centre facility located within the Ashburn Corporate Campus in the Ashburn area of Loudoun County, Virginia. The Property is part of the Digital Realty Loudoun Ashburn Campus, an eight-data centre complex. The Property was constructed in 2001 and contains 117,071 sq. ft. of NRSF as at 30 June 2021.

Similar to 44520 Hastings Drive (ACC3), the Property is located within Loudoun County's "Data Centre Alley" part of the Northern Virginia data centre market in proximity to the MAE East Internet Exchange Point, providing premier connectivity and access to an extensive fibre network already in place.

Located across the east side of Hasting Drive between Chillum Place and Smith Switch Road, the Property is also in close proximity to major toll roads (e.g. Dulles Toll Road), and state highways such as Loudoun County Parkway and Route 28. The Property is also north of Dulles International Airport and approximately 30 miles northwest of Washington, DC.

The Property is 100% leased on a triple-net basis to a global cloud services provider focused on e-commerce, cloud computing, digital streaming, and artificial intelligence. The customer has been at the Property since completion.

Summary of Selected Information

The table below sets out a summary of selected information on 43831 Devin Shafron Drive (Bldg. C).

Address	43831 Devin Shafron Drive Bldg. C, Ashburn, VA
Land Lease Title	Freehold
Completion Year	2001
Year of Last Refurbishment	Nil
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	1
NRSF (sq. ft.)	117,071
FY2022E Net Property Income (US\$ mm)	1.8
Valuation by Newmark (US\$ mm) (Based on 100%)	43.0
Valuation by Cushman (US\$ mm) (Based on 100%)	50.1
Appraised Value (US\$ mm) (Based on 100%)	50.1
Purchase Price (US\$ mm) (Based on 90% Interest)	45.1
Number of Customers	1
WALE by Base Rental Income for the month of June 2021 (years)	4.8
WALE by NRSF (years)	4.8

3011 Lafayette Street

3011 Lafayette Street, Santa Clara, CA 95054



Property Description

The Property is a two-story carrier-neutral data centre that was completed in 2000 but underwent renovation in 2007. Located in the heart of Silicon Valley near Highway 101, the Property comprises of approximately 90,780 NRSF and is in close proximity to the Donald Von Raesfield Power Plant as at 30 June 2021. The Property includes six data hall suites with a total critical power of 6.0 MW as at 30 June 2021.

The Property is 100% leased, with majority of the space leased to a Fortune Global 500 and S&P 100 global social media platform which is listed on the NASDAQ that engages in the development of applications for people to connect through mobile devices, personal computers and other surfaces.

Summary of Selected Information

The table below sets out a summary of selected information on 3011 Lafayette Street.

Address	3011 Lafayette Street, Santa Clara, CA 95054
Land Lease Title	Freehold
Completion Year	2000
Year of Last Refurbishment	2007
Occupancy (as at 30 June 2021) (%)	100.0 ⁽¹⁾
Number of Floors	2
NRSF (sq. ft.)	90,780
FY2022E Net Property Income (US\$ mm)	7.7
Valuation by Newmark (US\$ mm) (Based on 100%)	150.0
Valuation by Cushman (US\$ mm) (Based on 100%)	185.0
Appraised Value (US\$ mm) (Based on 100%)	185.0
Purchase Price (US\$ mm) (Based on 90% Interest)	166.5
Number of Customers	4
WALE by Base Rental Income for the month of June 2021 (years)	3.7
WALE by NRSF (years)	3.7

1500 Space Park Drive

1500 Space Park Drive, Santa Clara, California 95054



Property Description

The Property is a two-story colocation data centre that was completed in 1977 but underwent renovation in 2008. Located in the heart of Silicon Valley, the Property contains approximately 51,615 NRSF with approximately 31,900 sq.ft. of raised floor space. The Property is designed with an N + 1 redundancy on the critical components with a total critical power of 4.9 MW as at 30 June 2021. Besides being in the Silicon Valley/Bay Area, the Property is also located near Highway 101 and three cost-effective sub-stations of the power grids of Silicon Valley Power.

The Property is 100% leased on a triple-net basis, with majority of the space leased to a global data centre colocation and interconnection provider to leading enterprises and U.S. federal government agencies that is listed on the NASDAQ as at 30 June 2021.

The Property is Gold LEED certified.

Summary of Selected Information

The table below sets out a summary of selected information on 1500 Space Park Drive.

Address	1500 Space Park Drive, Santa Clara, California 95054
Land Lease Title	Freehold
Completion Year	1977
Year of Last Refurbishment	2008
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	2
NRSF (sq. ft.)	51,615
FY2022E Net Property Income (US\$ mm)	5.9
Valuation by Newmark (US\$ mm) (Based on 100%)	102.0
Valuation by Cushman (US\$ mm) (Based on 100%)	113.0
Appraised Value (US\$ mm) (Based on 100%)	113.0
Purchase Price (US\$ mm) (Based on 90% Interest)	101.7
Number of Customers	1
WALE by Base Rental Income for the Month of June 2021 (years)	13.2
WALE by NRSF (years)	13.2

2401 & 2403 Walsh Avenue

2401 & 2403 Walsh Avenue, Santa Clara, CA 95051



Property Description

2401 Walsh Avenue

The Property is a two-story powered shell data centre facility comprising of administrative office and support space. While the Property was completed in 1973, there were subsequent improvements completed in 2001. As at 30 June 2021, the Property contains approximately 167,932 NRSF and/or net rentable building area with approximately 100,512 sq.ft. of raised floor space. The Property is designed with an N+1 redundancy on the critical components with a total critical power of 4.8 MW as at 30 June 2021.

2403 Walsh Avenue

The Property is a two-story powered shell data centre facility which comprises of administrative office and support space located in a one-story, plus mezzanine masonry building. While the Property was completed in 1996, there have been subsequent improvements done in 2000. As at 30 June 2021, the Property contains approximately 103,940 NRSF and/or net rentable building area with approximately 64,323 sq.ft. of raised floor space. The Property is designed with an N+1 redundancy on the critical components with a total critical power of 4.8 MW.

Both Properties are located on the north side of Walsh Avenue, just east of Northwestern Parkway and South of Central Expressway within the city limits of Santa Clara, Santa Clara County, California. Both Properties are also in close proximity to major highways (e.g., Bayshore Freeway (U.S. Highway 101) and Lawrence Expressway), and major transportation networks such as the Valley Transportation Authority light rail and the San Jose International Airport.

Both Properties are 100% leased on a triple-net basis to a global data centre colocation and interconnection provider to leading enterprises and U.S. federal government agencies that is listed on the NASDAQ as at 30 June 2021.

Summary of Selected Information

The table below sets out a summary of selected information on 2401 Walsh Avenue.

Address	2401 Walsh Avenue, Santa Clara, CA 95051
Land Lease Title	Freehold
Completion Year	1973
Year of Last Refurbishment	2001
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	2
NRSF (sq. ft.)	167,932
FY2022E Net Property Income (US\$ mm)	4.9
Valuation by Newmark (US\$ mm) (Based on 100%)	107.0
Valuation by Cushman (US\$ mm) (Based on 100%)	112.0
Appraised Value (US\$ mm) (Based on 100%)	112.0
Purchase Price (US\$ mm) (Based on 90% Interest)	100.8
Number of Customers	1
WALE by Base Rental Income for the Month of June 2021 (years)	11.7
WALE by NRSF (years)	11.7

The table below sets out a summary of selected information on 2403 Walsh Avenue.

Address	2403 Walsh Avenue, Santa Clara, CA 95051
Land Lease Title	Freehold
Completion Year	1996
Year of Last Refurbishment	2000
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	2
NRSF (sq. ft.)	103,940
FY2022E Net Property Income (US\$ mm)	3.1
Valuation by Newmark (US\$ mm) (Based on 100%)	67.0
Valuation by Cushman (US\$ mm) (Based on 100%)	69.2
Appraised Value (US\$ mm) (Based on 100%)	69.2
Purchase Price (Based on 90% Interest)	62.3
Number of Customers	1
WALE by Base Rental Income for the Month of June 2021 (years)	11.7
WALE by NRSF (years)	11.7

200 North Nash Street

200 N. Nash Street, El Segundo, CA 90245



Property Description

The Property is a two-story powered shell data centre facility completed in 1976. The Property was leased as an improved shell, whereby tenant is responsible for maintenance and replacement of all the mechanical and electrical systems (including all infrastructure and interior finish). As at 30 June 2021, the Property has approximately 113,606 NRSF with approximately 60,000 sq.ft. of raised floor space. The Property is designed with N+1 redundancy on the critical components.

The Property is located within the South Bay area of Los Angeles County, in the City of El Segundo, and in close proximity to Los Angeles International Airport, and major highways such as San Diego (Interstate 405) and Long Beach (Interstate 710).

The Property is 100% leased on a triple-net basis to a global data centre colocation and interconnection provider to leading enterprises and U.S. federal government agencies that is listed on the NASDAQ as at 30 June 2021.

Summary of Selected Information

The table below sets out a summary of selected information on 200 North Nash Street.

Address	200 N. Nash Street, El Segundo, CA 90245
Land Lease Title	Freehold
Completion Year	1976
Year of Last Refurbishment	2000
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	2
NRSF (sq. ft.)	113,606
FY2022E Net Property Income (US\$ mm)	3.2
Valuation by Newmark (US\$ mm) (Based on 100%)	62.0
Valuation by Cushman (US\$ mm) (Based on 100%)	71.1
Appraised Value (US\$ mm) (Based on 100%)	71.1
Purchase Price (US\$ mm) (Based on 90% Interest)	64.0
Number of Customers	1
WALE by Base Rental Income for the Month of June 2021 (years)	11.7
WALE by NRSF (years)	11.7

3015 Winona Avenue

3015 Winona Ave, Burbank, CA 91504



Property Description

The Property is a two-story powered shell data centre facility completed in 1991. The Property was leased as an improved shell, whereby tenant is responsible for maintenance and replacement of all the mechanical and electrical systems (including all infrastructure and interior finish). As at 30 June 2021, the Property has approximately 82,911 NRSF with approximately 60,000 sq.ft. of raised floor space. The Property is designed with N+1 redundancy on the critical components.

The Property is located in Burbank which is known as the “media capital of the world”, and is home to Warner Brothers, WALE Disney Company, and Burbank Studios. NBC Universal City and the CBS Studio Centre are also nearby, as is the DreamWorks campus. Besides being in close proximity to Burbank Airport, the Property is also well connected to the interstate network by the Golden State Freeway (I-5) as well as the Hollywood Freeway (State Route 170/101) and the Ventura Freeway.

The Property is 100% leased on a triple-net basis to a global data centre colocation and interconnection provider to leading enterprises and U.S. federal government agencies that is listed on the NASDAQ as at 30 June 2021.

Summary of Selected Information

The table below sets out a summary of selected information on 3015 Winona Avenue.

Address	3015 Winona Ave, Burbank, CA 91504
Land Lease Title	Freehold
Completion Year	1991
Year of Last Refurbishment	1999
Occupancy (as at 30 June 2021) (%)	100%
Number of Floors	2
NRSF (sq. ft.)	82,911
FY2022E Net Property Income (US\$ mm)	2.6
Valuation by Newmark (US\$ mm) (Based on 100%)	49.0
Valuation by Cushman (US\$ mm) (Based on 100%)	57.8
Appraised Value (US\$ mm) (Based on 100%)	57.8
Purchase Price (US\$ mm) (Based on 90% Interest)	52.0
Number of Customers	1
WALE by Base Rental Income for the Month of June 2021 (years)	13.6
WALE by NRSF (years)	13.6

371 Gough Road

371 Gough Road, Markham, Ontario, Canada, L3R 4B6



Property Description

The Property is a one-story data centre facility with a two-story office area located on the west portion of building and occupies a 435,600 sq.ft. site alongside established fibre routes. The original building of the Property completed its construction in 1980 and went through a major renovation over 2014/2015 as part of its conversion into a data centre operation. As at 30 June 2021, the Property contains 104,308 NRSF. The data centre space includes five pods with independent infrastructure at N+2 redundancy, for a total of 50,000 sq.ft. of operational space and total critical power of 6.8 MW as at 30 June 2021.

The Property is strategically located in Canada's high-tech capital (Markham, Ontario) and is approximately 17 miles north of the financial district in downtown Toronto.

The Property is currently fully occupied and serves four customers across the Connectivity, Cloud and IT Services sectors.

Summary of Selected Information

The table below sets out a summary of selected information on 371 Gough Road.

Address	371 Gough Road, Markham, Ontario, Canada, L3R 4B6
Land Lease Title	Freehold
Completion Year	1980
Year of Last Refurbishment	2015
Occupancy (as at 30 June 2021) (%)	100% ⁽¹⁾
Number of Floors	1
NRSF (sq. ft.)	104,308
FY2022E Net Property Income (US\$ mm)	10.6
Valuation by Newmark (US\$ mm) (Based on 100%)	182.0
Valuation by Cushman (US\$ mm) (Based on 100%)	203.3
Appraised Value (US\$ mm) (Based on 100%)	203.3
Purchase Price (US\$ mm) (Based on 90% Interest)	183.0
Number of Customers	6
WALE by Base Rental Income for the Month of June 2021 (years)	5.5
WALE by NRSF (years)	5.6

Note:

- (1) Excludes 11,500 square feet of empty shell space not feasible to build out as data centre capacity and space used by the property manager as office to provide property management services in relation to the Property. Given the high security and confidential nature of data centres, it would be impractical to lease out the empty shell space for an alternative use. As the occupancy rate is meant to portray an accurate representation of leasable capacity available for rent, the empty shell space was excluded from the occupancy calculation. If the empty shell space were included, the occupancy rate for 371 Gough Road would be 90% as of 30 June 2021.

Property Management and Leasing Activities

The Property Managers provide quality leasing and management services. Under each Property Management Agreement, the relevant Property Manager will conduct the day-to-day management, operation, maintenance, leasing and servicing of the relevant Property, including negotiation, administration and enforcement of leases, collection of rents, preparation and submission of proposed annual plans for review and approval, maintenance and repair of the relevant Property, negotiation and administration of other contracts, liaising with insurance carriers for processing of claims and other matters, monitoring of Property accounts, maintenance of books and records and compliance by the relevant Property with applicable laws. (See “The Manager and Corporate Governance – The Property Managers” and “Certain Agreements Relating to Digital Core REIT and the Properties – Property Management Agreements” for further details). These services will help Digital Core REIT maximize rental returns and achieve long term capital appreciation, market leadership in the respective asset classes and maintain its brand position.

Properties not fully leased, or where future vacancy is expected, will be actively marketed by the Property Managers. Prospective customers and their consultants are also regularly updated with information on the available capacity at each of the Properties. Customer tours will be conducted regularly by the Property Managers with prospective customers to market available capacity.

The Property Managers will seek to maintain good working relationships with existing customers. Lease renewal discussions will be held with customers well ahead of their scheduled lease expiry. The Property Managers will operate a comprehensive customer retention programme targeting customers with long-term appeal well before the expiry of their leases to ensure, where possible, certainty of long-term occupancy. Customers typically have renewal rights under their leases that require notice of intent to renew or vacate 6-12 months prior to their lease expiration. Lease renewal engagement typically begins between six to 18 months prior to lease expiration.

Arrears management procedures will also be enforced to ensure timely payment of rent. The Manager believes that these proactive steps to retain customers and reduce rental in arrears will help maintain a stable income stream for Digital Core REIT.

The Property Managers and Asset Managers manage properties owned by the Sponsor and support management, in some limited cases, of properties owned by Sponsor’s other joint ventures. The Property Managers and Asset Managers treat any owned or managed asset equally when it comes to marketing, leasing, property and asset management related functions. Managed sites are incorporated into Sponsor’s internal systems and processes to ensure fair and equal treatment. In this regard, it should be noted that in relation to leasing activities undertaken by the Property Managers, the Sponsor does not differentiate between wholly-owned and partially-owned properties that it manages for its joint ventures. The Sponsor’s policy is to instruct its teams that support the properties it manages for joint ventures to treat such properties in the same manner as it treats wholly-owned properties. For example, leasing commissions for the Sponsor’s employees are the same for leasing transactions completed at the Sponsor’s wholly owned properties as well as partially-owned properties, including the IPO Portfolio. In addition, leasing decisions are primarily driven by customers’ needs, and the Property Managers strive to support customers’ needs, which generally dictate which property in a given metro area is selected. The Property Managers expect to work closely with the Manager to resolve any actual conflicts in leasing activities.

In relation to the role of the Asset Manager, the Asset Manager’s role in acquisitions and divestments is a support role, and the decisions in relation to acquisitions and divestments are made by the Manager. Where the acquisition or divestment is an interested person transaction, the person(s) at the Asset Manager supporting the Manager would operate under an information barrier from the person(s) representing the Sponsor.

Lease Agreements

The Manager believes the terms of the lease agreements entered into for the IPO Portfolio are in line with generally accepted market practice and procedures for comparable customers at comparable properties. Rental rates under the leases generally increase each year by an agreed amount or based upon an agreed formula set forth in the leases. In certain instances, these terms have been varied to accommodate the specific needs of major customers such as the provision of a rent-free fitting out period, tenant improvement allowance or yearly recurring charges credit under the lease.

When a prospective customer has committed to a lease, a security deposit in the form of cash or letter of credit may be payable or required, subject to negotiations. Depending upon the customer credit quality, the amount of the security deposit may be increased or decreased or reduced over the term of the lease (provided there have been no defaults), or the requirement for a security deposit may be waived or alternative security provided in the form of a parent guarantee. Customers will generally take possession of the premises after they have made the requisite payments and have formally executed the lease agreement (and, if applicable, after any agreed-upon pre-commencement date work has been completed). Rent and customers' share of operating expenses and taxes are typically payable on a monthly basis.

Security deposits can range from 0 to 6 months depending on several factors, including credit quality of the customer, review of financial statements, contract length and other risk mitigating items like parent guarantees and letters of credit. The IPO Portfolio have no current security deposits given credit quality of customer and/or parent guarantees provided. Assuming future customers are of similar credit quality, it is likely that future lease agreements would not require security deposits from these customers. This is in line with standard industry practice.

As the Loan Facilities are unsecured, the security deposits provided by the customers, if any, are not subject of collateral under the Loan Facilities.

ENCUMBRANCES

On the Listing Date, Digital Core REIT will have in place the following debt facilities, directly or through its wholly-owned subsidiaries, aggregating US\$550.0 million (the "**Loan Facilities**"), of which US\$350 million is expected to be drawn as at the Listing Date:

- (i) a five-year senior unsecured term loan of US\$350 million (the "**Term Loan Facility**"). The interest payable is on a floating rate basis. The per annum interest rate of the five-year facility is assumed to be approximately 1.1% for Forecast Period 2022 and Projections Year 2023. The facility has no amortisation payments and is repayable fully at maturity; and
- (ii) a four-year term (with one one-year extension option) senior unsecured revolver credit facility of US\$200 million (the "**Revolving Credit Facility**"). The interest payable is on a floating rate basis.

The Term Loan Facility will be drawn down on the Listing Date for a total amount of US\$350 million, which will result in an Aggregate Leverage of 27.0%.

CAPITAL EXPENDITURES

Digital Core REIT expects to incur capital expenditures of approximately US\$5.0 million in Forecast Year 2022 and Projection Year 2023 for future replacement and improvement works. The Manager will be able to draw down on Digital Core REIT's US\$200.0 million committed revolving credit facility to fund these capital expenditure requirements, as well as for any future capital expenditures, if required.

INSURANCE

Digital Core REIT has insurance coverage for the Properties that the Manager believes is consistent with industry practice in the United States and Canada. The insurance coverage includes property insurance covering loss or damage caused by fire, windstorm, terrorism, business interruption resulting from such loss or damage, and public liability (including personal injury). There are no significant unusual excess or deductible payments required under such policies. All insurance contracts periodically undergo a competitive bid process. The Property Manager, directly or through insurance brokers, will identify requirements, create specifications and evaluate bids with a view to determining the most appropriate coverage and pricing.

There are, however, certain types of risks that are not covered by such insurance policies, including acts of war, intentional or dishonest acts, inherent vice or normal wear and tear, nuclear reaction or radioactive contamination, asbestos, contamination or other long-term environmental impairments.

(See “Risk Factors – Risks Relating to the Properties – Digital Core REIT may not be able to put in place or maintain adequate insurance in relation to the Properties and its potential liabilities to third parties or may suffer material losses in excess of insurance proceeds” for further details.)

LEGAL PROCEEDINGS

None of Digital Core REIT and the Manager is currently involved in any material litigation nor, to the best of the Manager’s knowledge, in any material litigation currently contemplated or threatened against Digital Core REIT or the Manager.

CONTRIBUTIONS, RECORDING, ASSIGNING MEMBERSHIP INTERESTS AND TITLE INSURANCE

Each of the U.S. JVs is currently a wholly-owned subsidiary of the Parent U.S. REIT, and the Canadian JV is currently a wholly-owned subsidiary of the Sponsor. Prior to the Listing Date, the Sponsor, the Manager, the Parent U.S. REIT and Digital CR Singapore 3 Pte. Ltd. (“**Singapore Sub 3**”) entered into the Contribution and Sale Agreement and Escrow Instructions (the “**Contribution and Sale Agreement**”), pursuant to which prior to the listing of Digital Core REIT on the Main Board of the SGX-ST on the Listing Date (the “**Closing Date**”):

- (a) The Sponsor will cause Digital CR Singapore Investor, LLC, a wholly-owned subsidiary of the Sponsor (“**Sponsor Investor**”), to contribute, assign, transfer and convey to the applicable U.S. JV either fee simple title to a Property (in the case of the six Properties located in the State of California) or all of the membership interests in the U.S. SPE that holds the relevant Property (in the case of the three Properties located in the State of Virginia), in exchange for a 10.0% interest in each of the U.S. JVs and a special distribution equal to the aggregate Cash Capital Contributions (defined below);
- (b) The Parent U.S. REIT will make a cash capital contribution to each U.S. JV in an amount equal to 90.0% of the value allocated to the applicable Property or equity interests that are contributed by Sponsor Investor to such U.S. JV as set forth in the Contribution and Sale Agreement (collectively, the “**Cash Capital Contributions**”), in exchange for a 90.0% interest in each of the U.S. JVs; and
- (c) The Parent U.S. REIT will cause Singapore Sub 3 to purchase 90.0% of the membership interests in the Canadian JV (referred to herein as the “**Purchased Interests**”) from the Sponsor for a purchase price equal to 90.0% of the value allocated to the Canadian JV as set forth in the Contribution and Sale Agreement (the “**Purchase Price**” and, together with the Cash Capital Contributions, the “**Closing Payment**”), and the Sponsor will immediately thereafter contribute the remaining 10.0% membership interest in the Canadian JV to Sponsor Investor.

For the Properties to be acquired directly by the applicable U.S. SPEs (collectively, the “**Contributed Properties**,” and each, a “**Contributed Property**”) in the United States, fee simple title to real property is transferred by delivery of a deed (the form of which varies by state). The recordation of a deed is not necessary to accomplish a transfer of title between the parties to a deed. However, a purchaser’s title will generally not be enforceable against third parties (as opposed to the applicable seller) until the deed is recorded in the proper local county or city recording office (“**Recording Authority**” and collectively, the “**Recording Authorities**”). The recording of a deed in the office of a Recording Authority is an administrative process. Recording Authorities generally do not have discretion to refuse to record a deed so long as the deed is in recordable form (varies by state), has been properly signed and notarised, and all taxes and other recording fees are paid.¹

Specifically, title to the Contributed Properties (which are to be acquired directly by U.S. SPEs, through capital contributions made by Sponsor Investor to the applicable U.S. JV of the applicable Contributed Property) will be transferred from the existing owners to the applicable U.S. SPEs upon delivery of executed deeds from each existing owner to the applicable U.S. SPE pursuant to the Contribution and Sale Agreement. Each deed will be recorded with the applicable Recording Authority. With respect to each Contributed Property, each of the applicable U.S. SPEs will obtain all of the applicable existing owner’s title to such Contributed Property upon the delivery of the deed for such Property to such U.S. SPE, which will occur prior to the completion of the recording of such deed with the applicable Recording Authority. For the avoidance of doubt, the recording of the deeds with the relevant Recording Authorities is not necessary to complete the transfer of the existing owners’ title to the Contributed Properties.

With respect to Properties in the IPO Portfolio that are to be acquired indirectly through the contribution and assignment to the relevant U.S. JV of all of the membership interests in the U.S. SPE that currently owns such Property (such U.S. SPEs, the “**Contributed SPEs**”), assignment of the membership interests in the Contributed SPEs will be transferred from the existing sole member of the entity to Sponsor Investor, and then contributed and assigned by Sponsor Investor to the relevant U.S. JV in the form of an assignment of membership interests. Such transfers will be effected upon delivery of the executed assignments of membership interests (each, a “**U.S. Assignment**,” and collectively, the “**U.S. Assignments**”) pursuant to the Contribution and Sale Agreement. Title to the relevant Property will remain in the name of the Contributed SPE both before and after such transaction. Therefore the recordation of a deed is not relevant or necessary to accomplish each assignment of each Property owned by a Contributed SPE and the applicable parties only need to execute the U.S. Assignments, which U.S. Assignments do not need to be and will not be recorded with the applicable Recording Authority.

With respect to the Property located in Canada, the acquisition of this Property will be effected indirectly through the purchase by Singapore Sub 3 of a 90.0% membership interest in the Canadian JV, which purchase will be effected upon delivery of an executed assignment of membership interests (the “**Canadian Assignment**,” and together with the U.S. Assignments, collectively, the “**Assignments**,” and each an “**Assignment**”) from the Sponsor to Singapore Sub 3 pursuant to the Contribution and Sale Agreement, with the Sponsor immediately thereafter contributing the remaining 10.0% membership interest in the Canadian JV to Sponsor Investor. Title to the relevant Property will remain in the name of the Canadian SPE that is wholly-owned by the Canadian JV both before and after such transaction. Therefore the recordation of a deed is not relevant or necessary to the sale and purchase of the Purchased Interests, and the applicable parties only need to execute the Canadian Assignment, which Canadian Assignment does not need to be and will not be recorded with the applicable Recording Authority.

¹ The Contributed Properties are located in Santa Clara County and Los Angeles County, and in these areas, the deeds are electronically recorded and they typically have evidence of such recorded copies within two business days of submitting the deeds for recording.

Commonwealth Land Title Insurance Company (“**Commonwealth Title Insurance Company**”) will be issuing a separate title insurance policy to each SPE that owns a U.S. Property in the IPO Portfolio. Each Contributed SPE that owns a Property has an existing title insurance policy for such Property and is not required to obtain new title insurance policy, however, given the increased value of such Property since the date of issuance of such title insurance policy, such Contributed SPE is electing to obtain a new title insurance policy in connection with the transaction. Commonwealth Title Insurance Company will serve as the title insurance company for the U.S. Properties and as escrow agent for transactions set forth in the Contribution and Sale Agreement related thereto. The maximum amount to be insured under the title insurance policy for each Property will be equal to the corresponding value allocated to such Property as set forth in the Contribution and Sale Agreement. Each title insurance policy will remain in effect for as long as the relevant SPE retains ownership of the Property.

Chicago Title Insurance Company (“**Chicago Title Insurance Company**”) will be issuing a separate title insurance policy to the Canadian SPE that holds title to the Canadian Property in the IPO Portfolio on the Canadian JV’s behalf which policy will also list as an insured the Canadian JV. Unlike Commonwealth Title Insurance Company, Chicago Title Insurance Company is registered and authorised to write title insurance policies in Canada. The Canadian JV has an existing title insurance policy for the Canadian Property and is not required to obtain a new title insurance policy, however, given the increased value of the Canadian Property since the date of issuance of such title insurance policy, the Canadian JV is electing to obtain a new title insurance policy in connection with the transaction. Chicago Title Insurance Company will serve as the title insurance company for the Canadian Property, but Commonwealth Title Insurance Company will serve as the sole escrow agent for the transactions set forth in the Contribution and Sale Agreement related thereto, including with respect to the Canadian Property. The maximum amount to be insured under the title insurance policy for the Canadian Property will be equal to the corresponding value allocated to the Canadian Property as set forth in the Contribution and Sale Agreement. The title insurance policy for the Canadian Property will remain in effect for as long as the Canadian JV retains ownership of the Canadian Property. Note that each of Commonwealth Title Insurance Company and Chicago Title Insurance Company are each owned by the same ultimate parent company, Fidelity National Financial, Inc. Therefore, notwithstanding the fact that Commonwealth Title Insurance Company will be serving as the sole escrow agent for the transactions, Commonwealth Title Insurance Company’s execution of an escrow agreement related to the transactions will serve to irrevocably and unconditionally bind itself to issue title insurance policies to the applicable SPEs and Chicago Title Insurance Company to issue a title insurance policy to the Canadian SPE in the form of the title commitments or the pro forma title policies attached to such escrow agreement upon the satisfaction of the conditions set forth in the escrow agreement.

The contribution and transfer of title to the Contributed Properties and the Contributed SPEs, and the purchase and sale of the Purchased Interests, are expected to take place on the Closing Date by way of an escrow closing (the “**Closing**”) coordinated through Commonwealth Title Insurance Company. The Sponsor, the Parent U.S. REIT and Singapore Sub 3 will deliver (or cause to be delivered) all relevant documents and funds in respect of each Contributed Property, Contributed SPE and the Purchased Interests to Commonwealth Title Insurance Company to be held in escrow on or before the Closing Date. Commonwealth Title Insurance Company will review the relevant deeds and other conveyancing instruments, including the Assignments, to confirm that they are sufficient to transfer title to the corresponding Contributed Property, Contributed SPE or Purchased Interests (as applicable). The Closing Payment will also be transferred by the Parent U.S. REIT and Singapore Sub 3 to an escrow account controlled by Commonwealth Title Insurance Company retained to administer the closing escrow of the Properties pursuant to the Contribution and Sale Agreement. Commonwealth Title Insurance Company will be responsible for releasing the funds to Sponsor Investor once Commonwealth Title Insurance Company is satisfied with the documents delivered to it by the Sponsor, the Parent U.S. REIT and Singapore Sub 3 and that all conditions precedent to Commonwealth Title Insurance Company or Chicago

Title Insurance Company's, as applicable, obligation to issue each title insurance policy have been satisfied. However, as the Closing Payment would need to be placed in the escrow account controlled by Commonwealth Title Insurance Company prior to the Listing Date, a portion of the Closing Payment will be partially financed through the Joint Bookrunners pre-funding part of the proceeds raised from the Offering and the Cornerstone Units. The Closing will occur once Commonwealth Title Insurance Company is satisfied that:

- all relevant documents for the transfers of title of the Contributed Properties and the assignments of the Contributed SPEs and Purchased Interests have been received in proper form and fully executed;
- all conditions precedent specified in the Contribution and Sale Agreement to the release and (where applicable) recordation of all relevant documents for the transfers of the relevant titles and assignment of membership interests have been satisfied;
- all conditions precedent to Commonwealth Title Insurance Company and Chicago Title Insurance Company's, as applicable, obligations to issue the title insurance policies have been satisfied; and
- the Sponsor, the Parent U.S. REIT and Singapore Sub 3 have given their authorisation to close,

provided that the Manager has not communicated to Commonwealth Title Insurance Company prior to the listing of Digital Core REIT on the Main Board of the SGX-ST that listing would not occur.

In connection with the Closing, Commonwealth Title Insurance Company will execute a legally binding and enforceable escrow agreement pursuant to which Commonwealth Title Insurance Company and Chicago Title Insurance Company will be irrevocably committed to issue a title insurance policy to the applicable SPE in the form of the title commitment or the pro forma title policy attached to such escrow agreement upon the satisfaction of the conditions set forth in the escrow agreement. For the avoidance of doubt, notwithstanding that the final title insurance policies will not be issued at the Closing, each SPE will be entitled to the benefits of the coverage provided by the applicable title insurance policy for the relevant Property upon Closing. With respect to the Contributed Properties, the accepted custom and practice is for title insurance companies to issue their title insurance policies after the applicable deeds for the transfer of such Properties have been recorded. However, for the avoidance of doubt, the recording of the deed is not a condition precedent to the applicable SPEs receiving the benefit of the coverage provided by the applicable title insurance policy for the affected Contributed Property. In the event that any deed for a Contributed Property is not recorded on the date of Closing, the applicable SPE would still receive title for the affected Contributed Property, as well as the benefit of the coverage provided by the title insurance policy for such Contributed Property, with effect from the Closing Date. With respect to the other Properties for which title insurance policies are being obtained, Commonwealth Title Insurance Company and Chicago Title Insurance Company, as applicable, will issue the same shortly after the Closing Date. The Manager will update Unitholders on the status of the recording of the title deeds for Contributed Properties with the Recording Authorities through announcements on SGXNET.

The title transfer, (where applicable) recording process, assignment of membership interests and title policy issuance for the Contributed Properties, Contributed SPEs and Purchased Interests, as applicable, as described above is summarised below:

- **Step 1:** Commonwealth Title Insurance Company will execute an enforceable escrow agreement governing the handling of the documents and funds which they will receive in connection with the Closing. The escrow agreement will irrevocably commit

- (i) Commonwealth Title Insurance Company upon Closing to release funds and
(ii) Commonwealth Title Insurance Company and Chicago Title Insurance Company to issue their respective title insurance policies.
- **Step 2:** All relevant documents and funds in respect of the Contributed Properties, Contributed SPEs and Purchased Interests, including the relevant deeds, instruments of assignment or other instrument(s) and the Closing Payment, will be delivered to Commonwealth Title Insurance Company to be held in escrow pursuant to the terms of the escrow agreement.
 - **Step 3:** Commonwealth Title Insurance Company will review the closing documents and confirm that all the conditions precedent for the transfer of title, assignment of membership interests and the issuance of Commonwealth Title Insurance Company's and Chicago Title Insurance Company's title insurance policies have been satisfied.
 - **Step 4:** Upon receiving final authorisations from the parties to the Contribution and Sale Agreement, Commonwealth Title Insurance Company will release the documents and funds from escrow; the Closing takes place, title to each Contributed Property will be transferred to the relevant SPE, the membership interests in each Contributed SPE will be assigned to the relevant U.S. JV, the Purchased Interests will be assigned to Singapore Sub 3, and the remaining 10% interest in the Canadian JV will be contributed by the Sponsor to Sponsor Investor.
 - **Step 5:** Upon Closing, and in accordance with the terms of the escrow agreement and the owner's affidavit(s) to be provided by the SPEs, the SPEs will have the benefit of the coverage provided by their title insurance policies which Commonwealth Title Insurance Company and Chicago Title Insurance Company have already irrevocably committed to issue.
 - **Step 6:** Commonwealth Title Insurance Company will record the deeds for the Contributed Properties with the relevant Recording Authorities and the title insurance policies, which are to be in the agreed forms provided in the escrow agreement executed by Commonwealth Title Insurance Company, and such title insurance policies will be issued (i) immediately following Closing for the Properties owned by the Contributed SPEs and held by the Canadian SPE on behalf of the Canadian JV and (ii) after the applicable deeds have been recorded and the relevant recording information has been included therein for the Contributed Properties. The length of time it takes to record a deed can vary depending on the workload and practices of the applicable Recording Authorities. It is expected, absent any office closures or delays due to COVID-19, that the majority of the deeds for the Contributed Properties will be recorded on the day after the Closing Date.
 - **Step 7:** It is expected that Closing would take place immediately prior to the listing of Digital Core REIT on the Main Board of the SGX-ST on the Listing Date.

An exact timeline of the recording and title transfer process for the Contributed Properties, Contributed SPEs and Purchased Interests cannot be provided as circumstances outside of the parties' control may affect the exact timing of each step. However, assuming Step 1 occurs at Time T, it would be expected that most commercial real estate transactions would reach Step 6 by (T+10 days), although the actual delivery of the title insurance policies will likely occur after "T+10" days.

Each of the property owners prior to the Offering will execute an owner's affidavit and the property owners of the Contributed Properties prior to the Offering will execute a gap indemnity such that the title insurance will be effective as of the closing date notwithstanding a later recording date of the deeds; pursuant to the gap indemnity the property owners of the Contributed Properties prior to the Offering will indemnify title for any losses resulting from such property owner's recordation of additional matters affecting the chain of title.

PROCESS FOR SALE OF PROPERTIES

The process for the sale of Properties is as follows:

- (i) if Digital Core REIT wishes to trigger the sale of any Properties (which are jointly held with the Sponsor), such decision will, pursuant to the terms of the Joint Venture Agreement be a reserved matter which requires agreement of both the Digital Core REIT and the Sponsor;
- (ii) if the Sponsor does not wish to sell, Digital Core REIT can sell its 90% equity interest in the JV which indirectly holds the Property; and
- (iii) the sale of the equity interest would be subject to the Reverse ROFR and the terms of the Joint Venture Agreement relating to transfers, including the Sponsor's right of first offer, and if the Sponsor is not interested in acquiring such interest, Digital Core REIT would be able to sell its 90% equity interest in the relevant JV which indirectly holds the Property in accordance with the terms of the Joint Venture Agreement (see "Certain Agreements Relating to Digital Core REIT and the Properties – Joint Venture Agreement – Transfers; Right of First Offer; Tag-Along Rights").¹

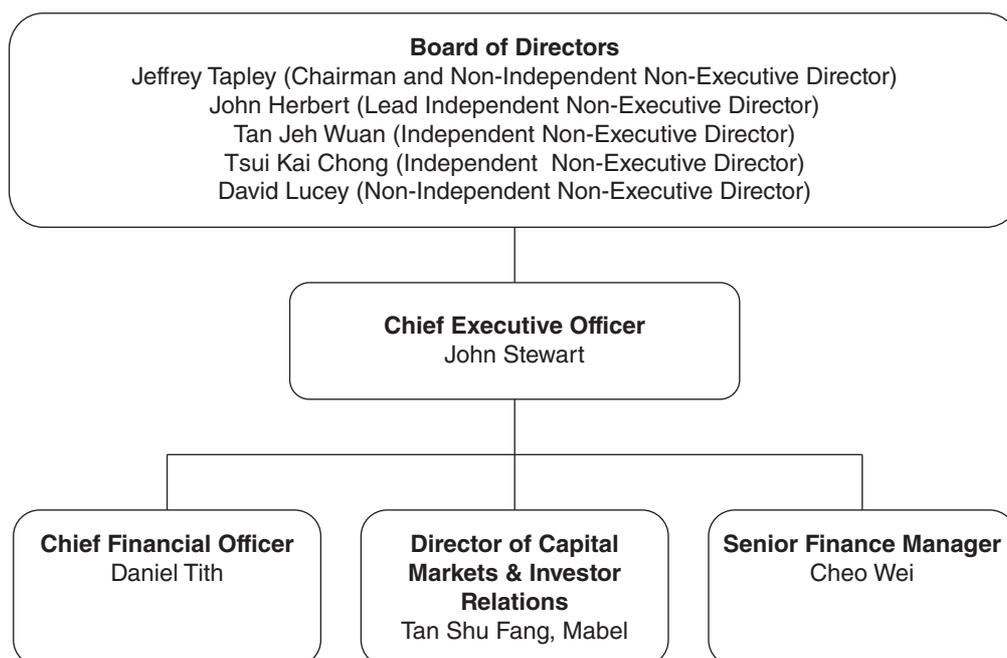
¹ For the avoidance of doubt, subject to the Reverse ROFR and the terms of the Joint Venture Agreement relating to transfers, including the Sponsor's right of first offer, the Sponsor's consent is not required if Digital Core REIT wishes to sell its 90% interest in the relevant JV.

THE MANAGER AND CORPORATE GOVERNANCE

THE MANAGER OF DIGITAL CORE REIT

The Manager, Digital Core REIT Management Pte. Ltd., was incorporated in Singapore under the Companies Act on 2 July 2021. It has an issued and paid-up capital of US\$1,000,000. Its principal place of business is located at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315, and its telephone number is +65 6505 3953. The Manager is a wholly-owned subsidiary of the Sponsor. The Manager has been issued a CMS Licence pursuant to the SFA on 26 November 2021.

Management Reporting Structure



Board of Directors of the Manager

The Board is entrusted with the responsibility for the overall management of the Manager. The following table sets forth certain information regarding the directors of the Manager:

Name	Age	Address	Position
Jeffrey Tapley	58	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Chairman and Non-Independent Non-Executive Director
John Herbert	65	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Lead Independent Non-Executive Director
Tan Jeh Wuan	56	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Independent Non-Executive Director
Tsui Kai Chong	66	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Independent Non-Executive Director
David Lucey	69	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Non-Independent Non-Executive Director

Listed Company Experience

Pursuant to Rule 210(5)(a) of the Listing Manual, a director who has no prior experience as a director of an issuer listed on the SGX-ST (“**First-time Director**”) must undergo mandatory training with the Singapore Institute of Directors in the roles and responsibilities of a director of a listed issuer as prescribed by the SGX-ST, by the end of the first year of Digital Core REIT’s listing (“**Mandatory Training**”). In this regard, all of the directors of the Manager (save for Dr Tsui Kai Chong) are First-time Directors who will attend Mandatory Training within the period permitted under the Listing Manual.

The appropriate orientation session has been conducted to orientate the directors of the Manager in acting as a director of a manager of a public-listed REIT. The Board collectively has the appropriate experience to act as the directors of the Manager and is familiar with the rules and responsibilities of a director of a public-listed company and/or manager of a public-listed REIT.

Family Relationship

None of the directors of the Manager are related to one another, any substantial shareholder of the Manager or any Substantial Unitholder.

Independent Directors

None of the independent directors of the Board sits on the boards of the principal subsidiaries of Digital Core REIT that are based in jurisdictions other than in Singapore. Each of the Independent Directors of the Manager confirms that they are able to devote sufficient time to discharge their duties as an Independent Director of the Manager. The Board is of the opinion that the Independent Directors are able to devote sufficient time to discharge their duties as Independent Directors of the Manager.

Experience and Expertise of the Board of Directors of the Manager

Information on the business and working experience of the directors of the Manager is set out below:

Mr Jeffrey Tapley is the Chairman and Non-Independent Non-Executive Director of the Manager.

Mr Tapley has been the Managing Director – EMEA of Digital Realty Trust, Inc., since March 2019 and is responsible for the day-to-day operations and all aspects of the company’s EMEA operations. He first joined Digital Realty Trust, Inc. as VP – Portfolio Management in August 2013 before being promoted to SVP – Global Portfolio Management Group in April 2016. Prior to this, Mr Tapley served as Managing Director at Long Wharf Real Estate Partners, Boston from July 2011 to July 2013. Between May 1994 to June 2011, Mr Tapley was with Fidelity Investments, Boston, where he rose to become Managing Director – Private Equity Real Estate. Between August 1987 to April 1994, Mr Tapley was Senior Asset Manager at Liberty Real Estate. Mr Tapley started his career as an accountant at Jordan Marsh Company.

Mr Tapley holds a Bachelor of Arts from Saint Anselm College, Manchester, New Hampshire and a Masters of Business Administration from Bentley University, Waltham, Massachusetts.

Mr John Herbert is the Lead Independent Non-Executive Director of the Manager.

Mr Herbert has extensive experience in investment banking, lending and investment. He was the Global Head of Real Estate and Hotels at HSBC London from January 2010 to January 2015 and prior to that, he held the position of Head of EMEA Real Estate and Hotels at Merrill Lynch London from April 2005 to March 2007 and Citigroup London from January 1997 to April 2005. Mr Herbert was a Partner at Blackrock Capital Finance from June 1994 to August 1996 where he acted on investments in debt securities and real estate. He also provided advice on distressed debt

restructuring and sales during his tenure as Principal of Victor Capital Group. Over the course of his career, he has been involved in a number of significant sales, mergers and public equity offerings in Asia, North America and Europe and has overseen banking and investment banking operations in over 40 countries worldwide.

Mr Herbert holds a Bachelor of Arts from Duke University and a Masters of Business Administration from Harvard Business School.

Mr Tan Jeh Wuan is the Independent Non-Executive Director of the Manager.

Mr Tan was a career investment banker, spending 30 years with DBS Bank from 1989 to 2019. His last position held was as Managing Director & Head of Capital Markets Singapore, in which position he was responsible for DBS Bank's equity capital markets business in Singapore. In his career, Mr Tan was involved in many domestic and international equity fund raisings and financial advisory transactions, including initial public offerings, private placements and right issues.

Mr Tan also served on various financial sector workgroups and committees in Singapore in his career. He was a member of the Association of Banks in Singapore Corporate Finance Standing Committee (as well as its predecessor Singapore Investment Banking Association Corporate Finance Committee) for several years, including serving as the Chairman of the Committee for two terms. Mr Tan was a member of the SGX Securities Advisory Committee from 2018 to 2019 and was conferred as an Institute of Banking & Finance Fellow, Capital Markets in 2019. Mr Tan is also the Chairman and Independent Non-Executive Director of Daiwa House Asset Management Asia Pte. Ltd.

Mr Tan holds a Bachelor of Science in Industrial Engineering and Operations Research from the University of California, Berkeley, United States of America.

Dr Tsui Kai Chong is the Independent Non-Executive Director of the Manager.

Dr Tsui was the Provost of the Singapore University of Social Sciences from May 2005 to September 2021. Previously, Dr Tsui was the Vice Provost, Singapore Management University, where he was in charge of undergraduate and graduate programmes. Dr Tsui is also currently an independent non-executive director of Lendlease Global Commercial Trust Management Pte. Ltd., the manager of Lendlease Global Commercial REIT, and a non-executive director of the Intellectual Property Office of Singapore, a position he has held since April 2015.

Dr Tsui holds a BA (Hons) from the Polytechnic of Central London, and an MPhil (Finance) and a PhD (Finance) from the Graduate School of Business of New York University. He is also a Chartered Financial Analyst.

Mr David Lucey is the Non-Independent Non-Executive Director of the Manager.

Mr Lucey is Senior Vice President, Portfolio Management, of Digital Realty Trust, Inc. Mr Lucey is responsible for leasing and overall financial management of all of Digital Realty's assets in North America. From January 2009 to January 2016, Mr Lucey held various roles in Pembroke Real Estate, Inc., an affiliate of Fidelity Investments, where his last held role was Head of US Operations and Global Risk. He was Managing Director of Fidelity Real Estate Group from February 2008 to January 2009 and from October 1996 to February 2008, Mr Lucey was a member of the Fidelity Investments' Legal Group where his last held position was Vice President and Associate General Counsel. Mr Lucey began his career as a Corporate and Commercial Real Estate Attorney at Ropes & Gray LLP.

Mr Lucey holds a Bachelor of Arts (Political Science) from Trinity College, Hartford, Connecticut and a Juris Doctor from the Vanderbilt University School of Law.

List of Present and Past Principal Directorships of Directors

A list of the present and past directorships of each director of the Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, “List of Present and Past Principal Directorships of Directors and Executive Officers”.

Roles of the Board of Directors

The key roles of the Board are to:

- guide the corporate strategy and directions of the Manager;
- ensure that senior management discharges business leadership and demonstrates the highest quality of management skills with integrity and enterprise; and
- oversee the proper conduct of the Manager.

The Board comprises five directors. The audit and risk committee of the Board (the “**Audit and Risk Committee**”) comprises of Dr Tsui Kai Chong, Mr John Herbert and Mr Tan Jeh Wuan. Dr Tsui Kai Chong will assume the position of Chairman of the Audit and Risk Committee.

The nominating and corporate governance committee of the Board (the “**Nominating and Corporate Governance Committee**”) comprises of Mr John Herbert, Dr Tsui Kai Chong and Mr David Lucey. Mr John Herbert will assume the position of Chairman of the Nominating and Corporate Governance Committee.

The remuneration committee of the Board (the “**Remuneration Committee**”) comprises of Mr Tan Jeh Wuan, Mr John Herbert and Mr David Lucey. Mr Tan Jeh Wuan will assume the position of Chairman of the Remuneration Committee.

The Board shall meet to review the key activities and business strategies of the Manager. The Board intends to meet regularly, at least once every quarter, to deliberate the strategies of Digital Core REIT, including acquisitions and divestments, funding and hedging activities, approval of the annual budget and review of the performance of Digital Core REIT. The Board or the relevant board committee will also review Digital Core REIT’s key financial risk areas and the outcome of such reviews will be disclosed in the annual report or where the findings are material, immediately announced via SGXNET.

Each director of the Manager has been appointed on the basis of his professional experience and ability to contribute to the proper guidance of Digital Core REIT.

The Board will have in place a set of internal controls which sets out approval limits for operational and capital expenditures, investments and divestments, bank borrowings and cheque signatory arrangements. In addition, sub-limits are also delegated to various management levels to facilitate operational efficiency.

Taking into account the fact that Digital Core REIT was constituted only on 10 November 2021 and will only acquire its portfolio on the Listing Date, the Board, in concurrence with the Audit and Risk Committee, is of the opinion that the internal controls as are further described in:

- “The Manager and Corporate Governance – The Manager of Digital Core REIT – Board of Directors of the Manager – Roles of the Board of Directors”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Board of Directors of the Manager”;

- “The Manager and Corporate Governance – Corporate Governance of the Manager – Audit and Risk Committee”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Compliance Officer”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Dealings in Units”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Management of Business Risk”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Potential Conflicts of Interest”;
- “The Manager and Corporate Governance – Related Party Transactions – The Manager’s Internal Control System”;
- “The Manager and Corporate Governance – Related Party Transactions – Role of the Audit and Risk Committee for Related Party Transactions”;
- “The Manager and Corporate Governance – Related Party Transactions – Related Party Transactions in Connection with the Setting Up of Digital Core REIT and the Offering”;
- “The Manager and Corporate Governance – Related Party Transactions – Exempted Agreements”; and
- “The Manager and Corporate Governance – Related Party Transactions – Future Related Party Transactions”,

will be adequate in addressing financial, operational and compliance risks faced by Digital Core REIT. In addition, as the Manager will only undertake operations in its capacity as manager of Digital Core REIT upon acquisition of the IPO Portfolio, which is expected to be completed shortly prior to the Listing Date and Digital Core REIT was constituted only on 10 November 2021 no internal control report has been commissioned in respect of Digital Core REIT to identify and rectify material internal control weaknesses prior to Digital Core REIT’s listing.

The members of the Audit and Risk Committee will monitor changes to regulations and accounting standards closely. To keep pace with regulatory changes, where these changes have an important bearing on the Manager’s or its directors’ disclosure obligations, the directors of the Manager will be briefed either during Board meetings or at specially convened sessions involving relevant professionals.

Management will also provide the Board with complete and adequate information in a timely manner through regular updates on financial results, market trends and business developments.

More than half of the directors of the Manager are non-executive and independent. This enables the management to benefit from their external, diverse and objective perspective on issues that are brought before the Board. It would also enable the Board to interact and work with the management through a robust exchange of ideas and views to help shape the strategic process. This, together with a clear separation of the roles of the Chairman and the Chief Executive Officer, provide a healthy professional relationship between the Board and the management, with clarity of roles and robust oversight as they deliberate on the business activities of the Manager.

The positions of Chairman of the Board and Chief Executive Officer are separately held by two persons in order to maintain an effective check and balance. The Chairman of the Board is Mr Jeffrey Michael Tapley, while the Chief Executive Officer is Mr John Stewart.

There is a clear separation of the roles and responsibilities between the Chairman and the Chief Executive Officer of the Manager. The Chairman is responsible for the overall management of the Board as well as ensuring that the members of the Board and the management work together with integrity and competency, and that the Board engages the management in constructive debate on strategy, business operations, enterprise risk and other plans. The Chief Executive Officer has full executive responsibilities over the business directions and operational decisions in the day-to-day management of the Manager.

The Board has separate and independent access to senior management and the company secretary(s) at all times. The company secretary(s) attends to corporate secretarial administration matters and attends all Board meetings. The Board also has access to independent professional advice where appropriate and when requested.

Executive Officers of the Manager

The executive officers of the Manager are entrusted with the responsibility for the daily operations of the Manager. The following table sets forth information regarding the executive officers of the Manager:

Name	Age	Address	Position
John Stewart	48	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Chief Executive Officer
Daniel Tith	36	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Chief Financial Officer
Tan Shu Fang, Mabel	33	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Director of Capital Markets & Investor Relations
Cheo Wei	37	10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315	Senior Finance Manager

Experience and Expertise of the Executive Officers of the Manager

Information on the working experience of the executive officers of the Manager is set out below:

Mr John Stewart is the Chief Executive Officer of the Manager.

Prior to his appointment as Chief Executive Officer of the Manager, Mr Stewart was Senior Vice President, Investor Relations, Tax & Treasury at Digital Realty Trust, Inc. Mr Stewart joined Digital Realty Trust, Inc. since September 2013. From June 2008 to September 2013, Mr Stewart was Senior Analyst, Research Department at Green Street Advisors, LLC where he was responsible for coverage of data centres and industrial REITs. Between June 2006 to January 2008, he was Senior REIT Analyst, Equity Research at Credit Suisse, New York. He held the role of Vice President, Equity Research at Citigroup Investment Research, New York from June 2004 to June 2006 and at Merrill Lynch, New York from June 2003 to June 2004. He also served as Associate, Equity Research at Salomon Smith Barney, New York between June 2000 and June 2003. Mr Stewart started his career in the corporate finance departments of NationsBank, N.A., New York and Natexis Banque Populaire, New York where he was in charge of performing credit analysis.

Mr Stewart graduated from the Oklahoma State University with a Bachelor of Science in Business Administration. He is also Chartered Financial Analyst.

Mr Daniel Tith is the Chief Financial Officer of the Manager.

Mr Tith has more than ten years of experience in the investment banking and finance industry. Mr Tith joined Digital Realty Trust, Inc. in July 2015 and last served as Vice President, Finance where he was responsible for leading the finance and financial planning & analysis teams in EMEA and the integration project management office for Digital Realty Trust, Inc.'s merger with Interxion, as well as aiding in capital markets transactions, corporate merger and acquisition transactions, corporate budgeting and internal/external consolidated reporting before taking up his appointment as Chief Financial Officer of the Manager. From July 2013 to July 2015, Mr Tith served as Vice President, Product at Peloton Document Solutions LLC where he took charge of the execution and delivery of all product and feature initiatives of the firm. Mr Tith began his career as an investment banking Associate in the Real Estate, Gaming and Leisure department of Bank of America Merrill Lynch in New York where he was responsible for executing capital markets and merger and acquisition transactions in an advisory role.

Mr Tith holds a Bachelor of Arts from the University of California, Los Angeles.

Daniel Tith's role and responsibilities as Vice President, Finance at Digital Realty Trust, Inc. are akin to those of CFO of a listed issuer as he is actively involved in financial reporting, debt and equity capital markets, financial planning & analysis and investor relations as well as investment activity, including public-to-public and public-to-private merger, acquisition and integration activity. Neither the external or internal auditors have raised any comments on Daniel Tith as the CFO of the Manager. In addition, Daniel Tith will be supported by the Senior Finance Manager. After making all reasonable enquiries, and to the best of their knowledge and belief, nothing has come to the attention of the members of the Audit and Risk Committee to cause them to believe that Mr Tith does not have the competence, character and integrity expected of a Chief Financial Officer of the Manager. The Audit and Risk Committee is of the opinion that Mr Tith is suitable as the Chief Financial Officer on the basis of his qualifications and relevant past experience. The Audit and Risk Committee considers that Mr Tith's investment banking qualification coupled with his extensive experience in corporate finance makes him a suitable candidate to be Chief Financial Officer of the Manager. Mr Tith confirms that he is familiar with the finance and accounting functions and internal control systems of Digital Core REIT.

Ms Tan Shu Fang, Mabel is the Director of Capital Markets & Investor Relations of the Manager.

Prior to her appointment to the Manager, Ms Tan was Senior Treasury Manager of Digital Investment Management Pte. Ltd., which is part of Digital Realty Trust, Inc. In her current position, she is responsible for management of cash, debt, bank accounts, administration, banking relationships and reporting and analysis for the Asia-Pacific region. From October 2012 to July 2020, Ms Tan was with GLP Pte. Ltd. where she was in charge of managing cash and liquidity, forex and interest rate risk, banking relationships and operations for the group. Ms Tan started her career as a Corporate Banking Officer with MUFG Bank Ltd, Singapore Branch.

Ms Tan graduated with a Bachelor of Science with Merit from the National University of Singapore.

Mr Cheo Wei is the Senior Finance Manager of the Manager.

Prior to his appointment to the Manager, Mr Cheo was the Senior Finance Manager of Keppel Pacific Oak US REIT Management Pte. Ltd., the manager of Keppel Pacific Oak US REIT from 2017 to 2021. Prior to that in 2017, he was the Finance Manager of Keppel Capital International Pte. Ltd., where he was responsible for the financial and reporting functions. These included group consolidation, management reporting, statutory and financial reporting, annual budgeting and certain compliance matters.

Mr Cheo started out as an Auditor at Deloitte & Touche LLP in 2008 in the general audit team where he performed audit assurances to various industries including real estate fund management. From 2010 to 2014, he joined DBS Bank Ltd. as an associate in the finance function of the stockbroking arm, where he led the general ledger accounting team and assisted in various functions including tax, statutory, financial and regulatory reporting. From 2014 to 2017, Mr Cheo was the Senior Manager of Leeden National Oxygen Ltd., where he oversaw the group consolidation and financial reporting function, established finance policies and conducted training for finance staff.

Mr Cheo graduated with a Bachelor of Accountancy, Second Class Honours (Upper Division), from Nanyang Technological University of Singapore in 2008. He is a Chartered Accountant (Singapore) and is a member of the Institute of Singapore Chartered Accountants.

List of Present and Past Principal Directorships of Executive Officers

A list of the present and past directorships of each executive officer of the Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, “List of Present and Past Principal Directorships of Directors and Executive Officers”.

Roles of the Executive Officers of the Manager

The **Chief Executive Officer** of the Manager will work with the Board to determine the strategy for Digital Core REIT. The Chief Executive Officer will also work with the other members of the management team to ensure that Digital Core REIT operates in accordance with the Manager’s stated investment strategy. Additionally, the Chief Executive Officer will be responsible for planning the future strategic development of Digital Core REIT. The Chief Executive Officer is also responsible for the overall day-to-day management and operations of Digital Core REIT and working with the Manager’s investment, asset management, financial and legal and compliance personnel in meeting the strategic, investment and operational objectives of Digital Core REIT.

The **Chief Financial Officer** of the Manager will work with the Chief Executive Officer and the other members of the management team to formulate strategic plans for Digital Core REIT in accordance with the Manager’s stated investment strategy. The Chief Financial Officer will be responsible for applying the appropriate capital management strategy, including tax and treasury matters, as well as finance and accounting matters, overseeing implementation of Digital Core REIT’s short and medium-term business plans, financing activities and financial condition.

The **Director of Capital Markets & Investor Relations** of the Manager is responsible for facilitating communications and liaising with the Unitholders and will be involved in corporate finance matters in relation to Digital Core REIT (including raising monies through debt and equity). This includes producing annual reports for Unitholders, preparation for investor presentations, result briefings and other engagement activities with investors, managing investor queries and developing the investor relations strategy. The Director of Capital Markets & Investor Relations will be responsible for maintaining transparent communications with Unitholders and the market.

Principal Subsidiaries and other Appointments

As at the Listing Date, the directors and executive officers and external auditors of Digital Core REIT’s principal subsidiaries (being an entity which accounts for 20% or more of the pre-tax profits of Digital Core REIT) are as follows:

- Singapore Sub 1:
 - Directors: Daniel Tith
 - Executive Officers: Nil

- Singapore Sub 2:
 - Directors: Daniel Tith
 - Executive Officers: Nil
- Parent U.S. REIT
 - Directors: John Stewart
 - Executive Officers: John Stewart (CEO), Daniel Tith (CFO), Tan Shu Fang, Mabel (VP and Secretary) and Cheo Wei (VP and Secretary)
- Each U.S. JV (including Digital Quill JV, LLC (which holds Quill Equity, LLC))
 - Directors: John Stewart and Daniel Tith and one nominee from the Sponsor
 - Executive Officers: Nil
- Each U.S. SPE (including Quill Equity, LLC (which holds 44520 Hastings Drive (ACC3))
 - Directors: No directors are required to be appointed for a limited liability company, all resolutions are passed by its sole member (the applicable U.S. JV).
 - Executive Officers: Nil

Apart from the above, the Manager's executive officers are also appointed in the following entities which are held by Digital Core REIT:

- Singapore Sub 3: Daniel Tith
- Canadian JV: Daniel Tith and Cheo Wei and one nominee from the Sponsor
- Canadian SPE: Daniel Tith and Cheo Wei and one nominee from the Sponsor

The external auditor for the Digital Core REIT and its subsidiaries, on a consolidated basis, will be KPMG.

Roles and Responsibilities of the Manager

The Manager has general powers of management over the assets of Digital Core REIT. The Manager's main responsibility is to manage Digital Core REIT's assets and liabilities for the benefit of Unitholders.

The Manager will set the strategic direction and provide, among others, the following services to Digital Core REIT:

- **Investment:** Formulating Digital Core REIT's investment strategy, including determining the location and other characteristics of Digital Core REIT's property portfolio. Overseeing the negotiations and providing the supervision in relation to investments of Digital Core REIT and making final recommendations to the Trustee.

- **Asset management:** Formulating Digital Core REIT's asset management strategy, including determining the customer mix, asset enhancement works and rationalising operation costs. Providing the supervision in relation to asset management of Digital Core REIT and making final recommendations to the Trustee on material matters.
- **Capital management:** Formulating the plans for equity and debt financing for Digital Core REIT's property acquisitions, distribution payments, expense payments and property maintenance payments. Executing the capital management plans, negotiating with financiers and underwriters and making final recommendations to the Trustee.
- **Accounting:** Preparing accounts, financial reports and annual reports for Digital Core REIT on a consolidated basis.
- **Compliance:** Making all regulatory filings on behalf of Digital Core REIT and assisting Digital Core REIT, using its commercially reasonable best efforts, in complying with the applicable provisions of the relevant legislation pertaining to the location and operations of Digital Core REIT, the Listing Manual of the SGX-ST (the "**Listing Manual**"), the SFA, the CIS Code (including the Property Funds Appendix), the Singapore Code on Take-overs and Mergers (the "**Take-Over Code**"), the Trust Deed, the CMS Licence, any tax ruling and all relevant contracts.
- **Investor relations:** Communicating and liaising with investors, analysts and the investment community.

The Manager has covenanted in the Trust Deed to use its best endeavours to:

- carry on and conduct its business in a proper and efficient manner;
- ensure that Digital Core REIT's operations are carried on and conducted in a proper and efficient manner; and
- conduct all transactions with or for Digital Core REIT on an arm's length basis and on normal commercial terms.

The Manager will prepare property plans on a regular basis, which may contain proposals and forecasts on Gross Revenue, capital expenditures, sales and valuations, explanations of major variances to previous forecasts, written commentary on key issues and any relevant assumptions. The purpose of these plans is to explain the performance of Digital Core REIT's properties.

The Manager may require Digital Core REIT to borrow or may recommend that its subsidiaries borrow, (upon such terms and conditions as the Manager deems fit, including the charging or mortgaging of all or any part of the Deposited Property) whenever the Manager considers, among others, that such borrowings are necessary or desirable in order to enable Digital Core REIT to meet any liabilities or to finance the acquisition of any property. However, the Manager must not direct the Trustee, or such subsidiary, to incur a borrowing if to do so would mean that Digital Core REIT's total borrowings and deferred payments will exceed the limit stipulated by the MAS based on the value of its Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units).

In the absence of fraud, gross negligence, wilful default or breach of the Trust Deed by the Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith under the Trust Deed. In addition, the Manager shall be entitled, for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Manager, to have recourse to the

Deposited Property or any part thereof save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of the Trust Deed by the Manager.

The Manager may, in managing Digital Core REIT and in carrying out and performing its duties and obligations under the Trust Deed, with the written consent of the Trustee, appoint such person to exercise any or all of its powers and discretions and to perform all or any of its obligations under the Trust Deed, provided always that the Manager shall be liable for all acts and omissions of such persons as if such acts and omissions were its own.

Fees Payable to the Manager

Management Fee

The Manager is entitled under the Trust Deed to the following management fee:

- a Base Fee at the rate of 0.5% per annum of the value of Digital Core REIT's Deposited Property; and
- a Performance Fee equal to the rate of 3.5% per annum of Digital Core REIT's net property income in the relevant financial year (calculated before accounting for the Performance Fee for that relevant financial year).

The Manager may elect to receive the Base Fee and Performance Fee in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager.

Any increase in the rate or any change in the structure of the Management Fee must be approved by an Extraordinary Resolution passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed. For the avoidance of doubt, the Manager's change in its election to receive cash or Units or a combination of cash and Units is not considered as a change in structure of the Management Fee.

Where the Base Fee and the Performance Fee are payable in the form of Units, such payment shall be made within 30 days of the last day of every calendar quarter, or such other period as the Manager may determine (in relation to the Base Fee), and every FY (in relation to the Performance Fee), or such longer period as the Manager may determine in the event that the Base Fee and/or Performance Fee cannot be computed within 30 days of the last day of the relevant period), in arrears.

Where the Base Fee and the Performance Fee is payable in the form of cash, such payment shall be made within 30 days of the last day of every calendar month (in relation to the Base Fee) or FY (in relation to the Performance Fee) or such other period as the Manager may determine (or such longer period as the Manager may determine in the event that the Base Fee cannot be computed within 30 days of the last day of the relevant period), in arrears and in the event that cash is not available to make the whole or part of such payment, then payment of such Base Fee or Performance Fee due and payable to the Manager shall be deferred to the next calendar month when cash is available.

Acquisition Fee and Divestment Fee

The Manager is also entitled to:

- an Acquisition Fee of 1.0% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double counting):
 - the acquisition price of any real estate purchased, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any other payments¹ in addition to the acquisition price made by Digital Core REIT or its SPVs to the vendor in connection with the purchase of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest);
 - the underlying value² of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate purchased by Digital Core REIT, whether directly or indirectly through one or more SPVs (plus any additional payments made by Digital Core REIT or its SPVs to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); or
 - the acquisition price of any investment purchased by Digital Core REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate; and
- a Divestment Fee equivalent to 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):
 - the sale price of any real estate sold or divested, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any other payments³ in addition to the sale price received by Digital Core REIT or its SPVs from the purchaser in connection with the sale or divestment of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest);
 - the underlying value⁴ of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any additional payments received by Digital Core REIT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); or

1 "Other payments" refer to additional payments to the vendor of the asset, for example, where the vendor has already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if Digital Core REIT acquires an SPV which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity ascribed to the asset which will be paid to Digital Core REIT as the purchase price and any debt of the SPV.

3 "Other payments" refer to additional payments to Digital Core REIT or its SPVs for the sale of the asset, for example, where Digital Core REIT or its SPVs have already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

4 For example, if Digital Core REIT sells or divests an SPV which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity ascribed to the asset which will be paid to Digital Core REIT as the sale price and any debt of the SPV.

- the sale price of any investment sold or divested by Digital Core REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

For the avoidance of doubt, the acquisition price, or as the case may be, the acquisition value, shall take into account any completion or other price or value adjustment to be made post-completion.

For the avoidance of doubt, the Divestment Fee is payable in respect of any divestment of real estate assets to both third parties and interested parties.

For the avoidance of doubt, the sale price, or as the case may be, the sale value, shall take into account any completion or other price or value adjustment to be made post-completion.

In accordance with the Property Funds Appendix, where the Manager receives a percentage-based fee when Digital Core REIT acquires real estate from an interested party, or disposes of real estate to an interested party, the Acquisition Fee or, as the case may be, the Divestment Fee will be in the form of Units issued at prevailing market price(s). Such Units may not be sold within one year from the date of issuance.

Any payment to third party agents¹ or brokers in connection with the acquisition or divestment of any real estate of Digital Core REIT (other than an Asset Manager) shall be paid to such persons out of the Deposited Property of Digital Core REIT or the assets of the relevant SPV, and not out of the Acquisition Fee or the Divestment Fee received or to be received by the Manager.

An IPO Acquisition Fee of 1.0% of the acquisition price the IPO Portfolio (pro-rated for Digital Core REIT's 90% interest in the IPO Portfolio) is payable to the Manager on the Listing Date for the acquisition of the IPO Portfolio. The IPO Acquisition Fee payable to the Manager in respect of the IPO Portfolio will be paid in Units on or after the Listing Date. The IPO Acquisition Fee Units may not be sold within one year from the date of their issuance.

The Acquisition Fee and Divestment Fee are payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager, at the then prevailing market price(s). In respect of any acquisition and sale or divestment of real estate assets from/to interested parties, such a fee should be in the form of Units issued by Digital Core REIT at prevailing market price(s) and such Units should not be sold within one year from the date of their issuance.

The Acquisition Fee and Divestment Fee are payable as soon as practicable after completion of the acquisition or, as the case may be, sale or disposal.

Any increase in the maximum permitted level of the Manager's Acquisition Fee or Divestment Fee must be approved by an Extraordinary Resolution passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed.

¹ These third party agents or brokers could be property agents who are engaged for the purpose of acquiring assets or auctioneers (where assets are to be acquired through auction sales).

Development Management Fee

The Manager is entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs (as defined herein) incurred in a Development Project (as defined herein) undertaken by the Manager on behalf of Digital Core REIT.

The development management fee is payable in equal monthly instalments over the construction period of each Development Project based on the Manager's best estimate of the Total Project Costs and construction period and, if necessary, a final payment of the balance amount to be paid to the Manager or (as the case may be) paid by the Manager when the Total Project Costs is finalised.

Digital Core REIT will only undertake development activities within the limits of the Property Funds Appendix (which currently allows a REIT to commit no more than 10.0% of its deposited property to development and investment in uncompleted property developments). The total contract value of property development activities may exceed 10.0% of Digital Core REIT's deposited property (subject to maximum of 25.0% of Digital Core REIT's deposited property) only if:

- (i) the additional allowance of up to 15.0% of Digital Core REIT's deposited property is utilised solely for the redevelopment of an existing property that has been held by Digital Core REIT for at least three years and which Digital Core REIT will continue to hold for at least three years after the completion of the redevelopment; and
- (ii) Digital Core REIT obtains the specific approval of Unitholders at a general meeting for the redevelopment of the property.

"Total Project Costs" means the sum of the following:

- construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor;
- principal consultants' fees, including payments to the project's architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor and project manager;
- the cost of obtaining all approvals for the project;
- site staff costs;
- interest costs on actual borrowings used to finance project cash flows (excluding equity capital) that are capitalised to the project in line with the International Financial Reporting Standards; and
- any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with the International Financial Reporting Standards,

but for the avoidance of doubt, shall not include land costs (including but not limited to the acquisition price or underlying value of such land).

"Development Project" means a project involving the development of land, or buildings, or part(s) thereof on land which is acquired, held or leased by Digital Core REIT, provided always that the Property Funds Appendix shall be complied with for the purposes of such development, but does not include refurbishment, retrofitting and renovations.

When the estimated Total Project Costs are above US\$200 million, the Manager will be entitled to receive a development management fee equivalent to 3.0% for the first US\$200 million. For the Remaining Total Project Costs, the independent Directors will first review and approve the quantum of the Remaining Development Management Fee, whereupon the Manager may be directed by its independent Directors to reduce the Remaining Development Management Fee.

As land costs will not be included in the computation of Total Project Costs, the Manager shall be entitled to receive an Acquisition Fee on the land costs.

Retirement or Removal of the Manager

The Manager shall have the power to retire in favour of a corporation recommended by the Manager and approved by the Trustee to act as the manager of Digital Core REIT.

Also, the Manager may be removed by notice given in writing by the Trustee if:

- the Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over its assets or a judicial manager is appointed in respect of the Manager;
- the Manager ceases to carry on business;
- the Manager fails or neglects after reasonable notice from the Trustee to carry out or satisfy any material obligation imposed on the Manager by the Trust Deed;
- the Unitholders by an Ordinary Resolution (as defined herein) duly proposed and passed by Unitholders present and voting at a meeting of Unitholders convened in accordance with the Trust Deed, with no Unitholder (including the Manager and its Related Parties) being disenfranchised, vote to remove the Manager;
- for good and sufficient reason, the Trustee is of the opinion that the actions of the Manager harms the interests of the Unitholders, and so states in writing such reason and opinion, that a change of Manager is desirable in the interests of the Unitholders; or
- the MAS directs the Trustee to remove the Manager.

Where the Manager is removed on the basis that a change of the Manager is desirable in the interests of the Unitholders, the Manager has a right under the Trust Deed to refer the matter to arbitration. Any decision made pursuant to such arbitration proceedings is binding upon the Manager, the Trustee and all Unitholders.

Upon any removal or retirement of the Manager, the Trustee shall appoint a new manager as soon as possible whose appointment shall be subject to (i) compliance with the relevant laws, regulations and guidelines and (ii) the approval of Unitholders by an Ordinary Resolution.

THE ASSET MANAGERS

Prior to the Listing Date, the Manager, Digital CR US Employer, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Manager (the “**Manager US Sub**”) and the Parent U.S. REIT entered into a U.S. Asset Management Agreement with Digital Realty Property Manager, LLC, as the U.S. Asset Manager, to perform certain asset management functions of the Manager and the Manager US Sub, including those relating to asset management, acquisitions and divestitures, investments, property-level financing, accounting, legal and compliance, and to provide such services to the U.S. subsidiaries of Digital Core REIT, subject to the direction of and

supervision by the board of directors of the Parent U.S. REIT. Digital Realty Property Manager, LLC was formed in the State of Delaware in the U.S. on 13 February 2009. Its principal office is located at 5707 Southwest Parkway Building 1, Suite 275 Austin, TX 78735.

Additionally, prior to the Listing Date, the Manager, Manager US Sub and the Canadian JV entered into a Canadian Asset Management Agreement with Digital Realty Canada, Inc., as the Canadian Asset Manager, to perform certain asset management functions of the Manager and the Manager US Sub, including those relating to asset management, acquisitions and divestitures, investments, property-level financing, accounting, legal and compliance, and to provide such services to the Canadian JV and its subsidiaries, subject to the direction of and supervision by the board of directors of the Canadian JV. Digital Realty Canada, Inc. was formed in the Province of British Columbia, Canada on 20 December 2017. Its principal office is located at 3 Bridgman Avenue, Floor 2.5, Toronto, Ontario Canada M5R 3V4.

THE PROPERTY MANAGERS

Under the Master Property Management Services Agreement, Digital Core REIT has agreed to cause the relevant SPE to enter into a Property Management Agreement with the relevant Property Manager with respect to each Property that Digital Core REIT may acquire or own from time to time in substantially the form of the Property Management Agreement attached to the Master Property Management Services Agreement (subject to any changes required by applicable law in the jurisdiction in which the relevant Property is located).

- (a) The Property Manager for Properties located in the United States will be Digital Realty Property Manager, LLC, which was formed in the State of Delaware in the U.S. on 13 February 2009. Its principal office is located at 5707 Southwest Parkway Building 1, Suite 275, Austin, TX 78735.
- (b) The Property Manager for Properties located in Canada will be Digital Realty Canada, Inc. which was formed in the Province of British Columbia, Canada on 20 December 2017. Its principal office is located at 3 Bridgman Avenue, Floor 2.5, Toronto, Ontario Canada M5R 3V4.
- (c) In the event that Digital Core REIT subsequently acquires any Properties outside of the United States and Canada will be an Affiliate of the Sponsor.

Under each Property Management Agreement, the relevant Property Manager will conduct the day-to-day management, operation, maintenance, leasing and servicing of the relevant Property, including negotiation, administration and enforcement of leases, collection of rents, preparation and submission of proposed annual plans for review and approval, maintenance and repair of the relevant Property, negotiation and administration of other contracts, liaising with insurance carriers for processing of claims and other matters, monitoring of Property accounts, maintenance of books and records, and compliance by the relevant Property with applicable laws. The relevant Property Manager will act within the approved annual plan for each Property, subject to certain permitted variances and (to the extent authorised by the relevant SPE owner) any established guidelines. (See “The Manager and Corporate Governance – The Property Managers” and “Certain Agreements Relating to Digital Core REIT and the Properties – Property Management Agreements” for further details).

ANNUAL REPORTS

An annual report will be issued by the Manager to Unitholders within the timeframe as set out in the Listing Manual and the CIS Code, and at least 14 days before the annual general meeting of the Unitholders, containing, among others, the following key items:

- (i) if applicable, with respect to investments other than real property:
 - (a) a brief description of the business;
 - (b) proportion of share capital owned;
 - (c) cost;
 - (d) (if relevant) Directors' valuation and in the case of listed investments, market value;
 - (e) dividends received during the year (indicating any interim dividends);
 - (f) dividend cover or underlying earnings;
 - (g) any extraordinary items; and
 - (h) net assets attributable to investments;
- (ii) amount of distributable income held pending distribution;
- (iii) the aggregate value of all transactions entered into by the Trustee (for and on behalf of Digital Core REIT) with an "interested party" (as defined in the Property Funds Appendix) or with an "interested person" (as defined in the Listing Manual) during the financial year under review;
- (iv) total amount of fees paid to the Trustee;
- (v) name of the manager of Digital Core REIT, together with an indication of the terms and duration of its appointment and the basis of its remuneration;
- (vi) total amount of fees paid to the Manager and the price(s) of the Units at which they were issued in part payment thereof;
- (vii) total amount of fees paid to the Property Manager;
- (viii) the NAV of Digital Core REIT at the beginning and end of the financial year under review;
- (ix) a statement by the Audit and Risk Committee as to whether, in its reasonable opinion, the compliance arrangements of the Manager are adequate and effective, taking into account the nature, scale and complexity of the Manager's operations, and in the event that the Audit and Risk Committee is of the view that the compliance arrangements are inadequate or ineffective, a further statement by the Audit and Risk Committee on the mitigating measures that are being taken;
- (x) disclosure of Digital Core REIT's compliance status with the relevant tax laws and regulations for its relevant subsidiaries or associates to qualify as a real estate investment trust for US federal income tax purposes;

- (xi) the following items which are required to be disclosed in the Property Funds Appendix (as may be amended from time to time) for annual reports:
- (a) details of all real estate transactions entered into during the year, including the identity of the buyers or sellers, purchase or sale prices, and their valuations (including the methods used to value the assets);
 - (b) details of all of Digital Core REIT's real estate assets, including the location of such assets, their purchase prices and latest valuations, rentals received and occupancy rates and the remaining terms of Digital Core REIT's leasehold properties, where applicable;
 - (c) the tenant profile of Digital Core REIT's real estate assets, including the:
 - (A) total number of tenants;
 - (B) top 10 tenants, and the percentage of the total rental income attributable to each of these top 10 tenants;
 - (C) trade sector mix of tenants, in terms of the percentage of total rental income attributable to major trade sectors;
 - (D) lease maturity profile, in terms of the percentage of total rental income, for each of the next five years; and
 - (E) weighted average lease expiry of both Digital Core REIT's portfolio and new leases entered into during the year (and the proportion of revenue attributed to these leases);
- In respect of sub-paragraph (c)(B) above, Digital Core REIT has obtained a waiver from the Authority from the requirement of paragraph 11.1(c)(ii) of the Property Funds Appendix to disclose the names of the customers;
- (d) in respect of the other assets of Digital Core REIT, details of the:
 - (A) 10 most significant holdings (including the amount and percentage of fund size at market valuation); and
 - (B) distribution of investments in dollar and percentage terms by country, asset class (e.g. equities, mortgage-backed securities, bonds, etc.) and by credit rating of all debt securities (e.g. "AAA", "AA", etc.);
 - (e) details of Digital Core REIT's exposure to financial derivatives, including the amount (i.e. net total aggregate value of contract prices) and percentage of derivatives investment of total fund size and at market valuation;
 - (f) details of Digital Core REIT's investments in other property funds, including the amount and percentage of total fund size invested in;
 - (g) details of borrowings of Digital Core REIT including the maturity profile of the borrowings;
 - (h) details of deferred payment arrangements entered into by Digital Core REIT, if applicable;

- (i) for annual report for the financial year ending before 1 January 2022, the aggregate leverage and ICR of the property fund;
 - (j) for annual report for the financial year ending on or after 1 January 2022, the aggregate leverage, ICR and Adjusted-ICR of the property fund;
 - (k) where there has been an increase in the property fund's aggregate leverage as at the end of the financial year compared to its aggregate leverage as at the end of the immediately preceding financial year, the manager's views of how the increase in aggregate leverage would impact the risk profile of the property fund;
 - (l) the total operating expenses of Digital Core REIT, including all fees and charges paid to the Manager, advisers and interested parties (in both absolute terms, and as a percentage of Digital Core REIT's NAV as at the end of the financial year) and taxation incurred in relation to Digital Core REIT's real estate assets;
 - (m) the distributions declared by Digital Core REIT for the financial year;
 - (n) the performance of Digital Core REIT in a consistent format, covering various periods of time (e.g. 1-year, 3-year, 5-year or 10-year) whereby:
 - (A) in the case where Digital Core REIT is unlisted, such performance is calculated on an "offer to bid" basis over the period; or
 - (B) in the case where Digital Core REIT is listed, such performance is calculated on the change in the unit price transacted on the stock exchange over the period;
 - (o) Digital Core REIT's NAV per unit at the beginning and end of the financial year;
 - (p) where Digital Core REIT is listed, the Unit price quoted on the SGX-ST at the beginning and end of the financial year, the highest and lowest Unit price and the volume traded during the financial year;
 - (q) the amount of rental support payments received by Digital Core REIT during the financial year and the effect of these payments on Digital Core REIT's DPU;
 - (r) where the rental support arrangement is embedded in a master lease arrangement, the difference between the amount of rents derived under the master lease arrangement and the actual amount of rents from the underlying leases during the financial year; and
 - (s) any material deviation of actual DPU from forecast DPU, together with detailed explanations for the deviation;
- (xii) such other items which may be required to be disclosed under the prevailing applicable laws, regulations and rules.

The first report will cover the period from the Listing Date to 31 December 2022 and the first annual general meeting of Digital Core REIT will be held by 30 April 2023.

Additionally, Digital Core REIT will announce its NAV on a quarterly basis. Such announcements will be based on the latest available valuation of Digital Core REIT's real estate and real estate related assets, which will be conducted at least once a year (as required under the Property Funds Appendix).

CORPORATE GOVERNANCE OF THE MANAGER

The following outlines the main corporate governance practices of the Manager.

Board of Directors of the Manager

The Board is responsible for the overall corporate governance of the Manager including establishing goals for management and monitoring the achievement of these goals. The Board is also responsible for the strategic business direction and risk management of Digital Core REIT. All Board members participate in matters relating to corporate governance, business operations and risks, financial performance, and the nomination and review of the Directors.

The Board will have in place a framework for the management of the Manager and Digital Core REIT, including a system of internal audit and control and a business risk management process. The Board consists of five members, three of whom are independent directors. None of the directors of the Manager has entered into any service contract with Digital Core REIT.

The composition of the Board is determined using the following principles:

- the Chairman of the Board should be a non-executive director of the Manager;
- the Board should comprise directors with a broad range of commercial experience including expertise in funds management, legal matters, audit and accounting and the property industry; and
- at least one-third of the Board should comprise independent directors.

However, according to Provision 2.2 of the Code of Corporate Governance 2018, independent directors are to make up a majority of the Board where the Chairman is not an independent director.

The composition will be reviewed regularly to ensure that the Board has the appropriate mix of expertise and experience.

The positions of Chairman and Chief Executive Officer will be held by two separate persons in order to maintain effective oversight. The Chairman will be Mr Jeffrey Tapley and the Chief Executive Officer will be Mr John Stewart. The Lead Independent Director will be Mr John Herbert.

Key information regarding Directors

Key information regarding Directors is set out in the following sections of the Prospectus:

- “The Manager and Corporate Governance – The Manager of Digital Core REIT – Board of Directors of the Manager – Experience and Expertise of the Board of Directors of the Manager”; and
- Appendix H, “List of Present and Past Principal Directorships of Directors and Executive Officers”.

Nominating and Corporate Governance Committee

The role of the Nominating and Corporate Governance Committee (the “**NCGC**”) is to make recommendations to the Board on all appointment and corporate governance matters. The Nominating and Corporate Governance Committee also reviews and makes recommendations on succession plans for the Board and the executive officers.

The Nominating and Corporate Governance Committee's responsibilities also include:

- developing a process for evaluation of the performance of the Board, its board committees and directors;
- reviewing the training and professional development programmes for the Board;
- the appointment and re-appointment of directors (including alternate directors, if any);
- determining annually, and as when circumstances require, if a director is independent;
- deciding if a director is able to and has been adequately carrying out his duties as a director of the company, taking into consideration the director's principal commitments; and
- reviewing the corporate governance framework, policies and practices of the Manager, and deciding whether any improvements is required to such corporate governance framework, policies and practices.

Process for appointment of new Directors and succession planning for the Board

The NCGC is responsible for reviewing the succession plans for the Board (in particular, the Chairman). In this regard, it will put in place a formal process for the renewal of the Board and the selection of new Directors, as follows:

- (a) The NCGC will review annually the balance and diversity of skills, experience, gender and knowledge required by the Board and the size of the Board which would facilitate decision-making;
- (b) In light of such review and in consultation with management, the NCGC will assess if there are any inadequate representations in respect of those attributes and if so, will prepare a description of the role and the essential and desirable competencies for a particular appointment;
- (c) External help (for example, the Singapore Institute of Directors, search consultants, open advertisement) will be used to source for potential candidates if need be. Directors and management may also make suggestions;
- (d) Meetings with the shortlisted candidates to assess suitability and to ensure that the candidate(s) are aware of the expectations and the level of commitment required; and
- (e) The NCGC makes recommendations to the Board for approval.

The Board believes that orderly succession and renewal is achieved as a result of careful planning, where the appropriate composition of the Board is continually under review.

Criteria for appointment of new Directors

All new appointments are subject to the recommendations of the NCGC based on the following objective criteria:

- Integrity;
- Independent mindedness;

- Diversity – possess core competencies that meet the current needs of Digital Core REIT and the Manager and complement the skills and competencies of the existing Directors on the Board;
- Able to commit time and effort to carry out duties and responsibilities effectively;
- Track record of making good decisions;
- Experience in high-performing corporations or property funds; and
- Financially literate.

Remuneration Committee

The role of the Remuneration Committee is to make recommendations to the Board on all remuneration matters.

The Remuneration Committee's responsibilities also include:

- reviewing and recommending to the Board a general framework of remuneration for the Board and the executive officers;
- reviewing and recommending to the Board the specific remuneration packages for each director as well as for the executive officers; and
- reviewing Digital Core REIT's obligations arising in the event of termination of executive directors' and executive officers' contracts of service and ensuring that such contracts of service contain fair and reasonable termination clauses which are not overly generous.

Review of Directors' independence

The NCGC is charged with reviewing the "independence" status of Directors annually and providing its views to the Board. The Board will bear in mind the definition of an "independent director" in the Code of Corporate Governance 2018 and the Practice Guidance as to relationships the existence of which would deem a Director not to be independent, the requirements of Listing Rule 201(5)(d) of the Listing Manual as well as the independence requirements as set out in the Securities and Futures (Licensing and Conduct of Business) Regulations when making such determination.

Under the Code of Corporate Governance 2018, a Director who is independent in conduct, character and judgement, and has no relationship with the company, its related corporations, its substantial shareholders or its officers that could interfere, or be reasonably perceived to interfere, with the exercise of the director's independent business judgement in the best interests of Digital Core REIT, is considered to be independent. In addition, under the independence requirements as set out in the Securities and Futures (Licensing and Conduct of Business) Regulations is one who:

- (i) is independent from any management and business relationship with the Manager and Digital Core REIT;
- (ii) is independent from any substantial shareholder of the Manager and any substantial unitholder of Digital Core REIT; and
- (iii) has not served on the Board for a continuous period of 9 years or longer.

Annual review of Directors' time commitments

The NCGC also determines annually whether a Director with other listed company board representations and other principal commitments is able to and has been adequately carrying out his or her duties as a Director of the Manager. The NCGC will take into account the results of the annual assessment of the effectiveness of the individual Director, and the respective Directors' actual conduct on the Board, in determining whether all the Directors have been able to and have adequately carried out their duties as Director notwithstanding their other listed company board representations and other principal commitments.

The NCGC will adopt internal guidelines addressing competing time commitments that are faced when Directors serve on multiple boards and have other principal commitments.

Audit and Risk Committee

The Audit and Risk Committee is appointed by the Board from among the directors of the Manager and is composed of three members, a majority of whom (including the Chairman of the Audit and Risk Committee) are required to be independent directors. As at the date of this Prospectus, the members of the Audit and Risk Committee are Dr Tsui Kai Chong, Mr John Herbert and Mr Tan Jeh Wuan. Dr Tsui Kai Chong has been appointed as the Chairman of the Audit and Risk Committee. The majority of the members of the Audit and Risk Committee are independent directors.

The role of the Audit and Risk Committee is to monitor and evaluate the effectiveness of the Manager's internal controls. The Audit and Risk Committee also reviews the quality and reliability of information prepared for inclusion in financial reports and is responsible for the nomination of external auditors and reviewing the adequacy of external audits in respect of cost, scope and performance.

The Audit and Risk Committee's responsibilities include:

- Reviewing financial statements and formal announcements relating to financial performance and reviewing significant financial reporting issues and judgements contained in them, for better assurance of the integrity of such statements and announcements.
- Reviewing and reporting to the Board at least annually the adequacy and effectiveness of the Manager's and Digital Core REIT's risk management and internal controls, including financial, operational, compliance (including processes to mitigate conflicts of interests in respect of the sourcing of potential acquisitions) and information technology controls (such review can be carried out internally or with the assistance of any competent third parties).
- Reviewing the audit plans and reports of the external auditors and internal auditors and considering the effectiveness of actions or policies taken by management on the recommendations and observations.
- Reviewing the independence and objectivity of external auditors annually.
- Reviewing the nature and extent of non-audit services performed by external auditors.
- Meeting with external and internal auditors, without the presence of management, at least annually.
- Making recommendations to the Board on the proposals to Unitholders on the appointment, re-appointment and removal of the external auditors, and approving the remuneration and terms of engagement of the external auditors.

- Reviewing the adequacy and effectiveness of the Manager’s and Digital Core REIT’s internal audit function, at least annually.
- Ensuring at least annually that the internal audit function is adequately resourced and has appropriate standing with the Manager and Digital Core REIT.
- Approving the accounting/auditing firm or corporation to which the internal audit function is outsourced.
- Reviewing the policy and arrangements by which employees of the Manager and any other persons may, in confidence, raise concerns about possible improprieties in matters of financial reporting or other matters, to ensure that arrangements are in place for such concerns to be raised and independently investigated, and for appropriate follow up action to be taken.
- Monitoring the procedures in place to ensure compliance with applicable legislation, the Listing Manual and the Code on Collective Investment Schemes (including the Property Funds Appendix).
- Reviewing related party transactions, including ensuring compliance with the provisions of the Listing Manual relating to “interested person transaction” (“**Interested Person Transactions**”) and the provisions of the Property Funds Appendix relating to “interested party transactions” (“**Interested Party Transactions**”, and together with Interested Person Transactions, “**Related Party Transactions**”).
- Investigating any matters within the Audit and Risk Committee’s purview, whenever it deems necessary.
- Obtaining recommendations on risk tolerance and strategy from management, and where appropriate, reporting and recommending to the Board for its determination:
 - the nature and extent of significant risks which the Manager and Digital Core REIT may take in achieving its strategic objectives; and
 - overall levels of risk tolerance and risk policies.
- Reviewing and discussing, as and when appropriate, with management on the Manager’s and Digital Core REIT’s risk governance structure and their risk policies, risk mitigation and monitoring processes and procedures.
- Receiving and reviewing at least quarterly reports from management on major risk exposures and the steps taken to monitor, control and mitigate such risks.
- Reviewing the Manager’s capability to identify and manage new risk types.
- Reviewing and monitoring management’s responsiveness to the recommendations of the Audit and Risk Committee.
- Providing timely input to the Board on critical risk issues.
- Reporting to the Board on material matters, findings and recommendations.
- Monitoring and reviewing of hedging policies and instruments to be implemented by Digital Core REIT.

- Reviewing and recommending to the Board hedging policies and monitoring the implementation such policies.
- Reviewing the implementation of the Automatic Forfeiture mechanism in the event of changes(s) in tax regulations.
- Reviewing the record of all the consents sought from the relevant parties in relation to the Sponsor ROFR.
- Reviewing the consent sought by the Sponsor to pledge its units in any JVs or equity interests in any other entities which are jointly held with Digital Core REIT and deciding whether to grant approval for such requests.
- Exercising oversight and monitoring additional capital contributions and distributions under each existing and future Joint Venture Agreement with interested persons (as defined in the Listing Manual).

Compliance Officer

The Manager has outsourced¹ the compliance function to Deloitte & Touche Enterprise Risk Services Pte Ltd. Deloitte & Touche Enterprise Risk Services Pte Ltd will be tasked to carry out certain compliance functions, which include:

- updating employees of the Manager on compliance requirements under the SFA, the CIS Code (including the Property Funds Appendix) and the Listing Manual;
- reviewing returns to the MAS as required under the SFA;
- highlighting any deficiencies or making recommendations with respect to the Manager's compliance processes;
- assisting in any other matters concerning compliance with the SFA, the CIS Code (including the Property Funds Appendix), the Listing Manual and all applicable laws, regulations and guidelines.

The compliance function will report to the Chief Executive Officer and the Board. Notwithstanding the outsourcing of the Manager's compliance function, the Manager is responsible for ensuring compliance with all applicable laws, regulations and guidelines.

Dealings in Units

Each Director and the Chief Executive Officer of the Manager is to give notice to the Manager of his acquisition of Units or of changes in the number of Units which he holds or in which he has an interest, within two Business Days² after such acquisition or the occurrence of the event giving rise to changes in the number of Units which he holds or in which he has an interest. (See "The Formation and Structure of Digital Core REIT – Declaration of Unitholdings" for further details.)

All dealings in Units by the Directors will be announced via SGXNET, with the announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com>.

1 The cost of outsourcing the Manager's compliance function to Deloitte & Touche Enterprise Risk Services Pte Ltd will be borne by the Manager out of its own funds and not out of Unitholders' funds.

2 "Business Day" means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the SGX-ST is open for trading.

The Directors and employees of the Manager are encouraged, as a matter of internal policy, to hold Units but are prohibited from dealing in the Units:

- in the period commencing one month before the public announcement of Digital Core REIT's annual results, semi-annual results (if applicable) and property valuations, and (if the issuer announces its quarterly financial statements, whether required by the SGX-ST or otherwise) two weeks before the public announcement of Digital Core REIT's quarterly results and ending on the date of announcement of the relevant results or, as the case may be, property valuations; and
- at any time while in possession of price sensitive information.

The Directors and employees of the Manager are also prohibited from communicating price sensitive information to any person.

Pursuant to Section 137ZC of the SFA, the Manager is required to, *inter alia*, announce to the SGX-ST the particulars of any acquisition or disposal of interest in Units by the Manager as soon as practicable, and in any case no later than the end of the Business Day following the day on which the Manager became aware of the acquisition or disposal. In addition, all dealings in Units by the Chief Executive Officer will also need to be announced by the Manager via SGXNET, with the announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com> and in such form and manner as the Authority may prescribe.

Management of Business Risk

The Board will meet quarterly, or more often if necessary, and will review the financial performance of the Manager and Digital Core REIT against a previously approved budget. The Board will also review the business risks of Digital Core REIT, examine liability management and act upon any comments from the auditors of Digital Core REIT.

The Manager has appointed experienced and well-qualified management personnel to handle the day-to-day operations of the Manager and Digital Core REIT. In assessing business risk, the Board will consider the economic environment and risks relevant to the property industry. The Board will review management reports and feasibility studies on individual investment projects prior to approving major transactions. The management will meet regularly to review the operations of the Manager and Digital Core REIT and discuss any disclosure issues.

Potential Conflicts of Interest

The Manager is required to prioritise Unitholders' interests over those of the Manager and its shareholders in the event of a conflict of interest.

The Manager has instituted the following procedures to deal with potential conflicts of interest issues:

- The Manager will not manage any other real estate investment trust which invests in the same type of properties as Digital Core REIT.
- All executive officers will be working exclusively for the Manager and will not hold other executive positions in other entities (save for any wholly-owned subsidiaries of the Manager).
- All resolutions in writing of the directors of the Manager in relation to matters concerning Digital Core REIT must be approved by at least a majority of the Manager's directors (excluding any interested director), including at least one independent director.

- At least one-third of the Board shall comprise independent directors, provided that where the (i) the Chairman of the Board and the Chief Executive Officer is the same person, (ii) the Chairman of the Board and the Chief Executive Officer are immediate family members, (iii) the Chairman of the Board is part of the management team; (iv) the Chairman of the Board is not an independent director or (v) unitholders do not have the right to appoint directors, at least half the Board shall comprise independent directors.
- In respect of matters in which an Manager’s director or his associates (as defined in the Listing Manual) has an interest, direct or indirect, such interested director will abstain from voting. In such matters, the quorum must comprise a majority of the Manager’s directors and must exclude such interested director.
- In respect of matters in which the Sponsor and/or its subsidiaries have an interest, direct or indirect, any nominees appointed by the Sponsor and/or its subsidiaries to the Board to represent their interests will abstain from deliberation and voting on such matters. In such matters, the quorum must comprise a majority of the independent directors and must exclude nominee directors of the Sponsor and/or its subsidiaries.
- Save as to resolutions relating to the removal of the Manager, the Manager and its associates are prohibited from voting or being counted as part of a quorum for any meeting of the holders of units in Digital Core REIT convened to approve any matter in which the Manager and/or any of its associates has a material interest, and for so long as the Manager is the manager of Digital Core REIT, the controlling shareholders (as defined in the Listing Manual) of the Manager and of any of its associates are prohibited from voting or being counted as part of a quorum for any meeting of the holders of units in Digital Core REIT convened to consider a matter in respect of which the relevant controlling shareholders of the Manager and/or of any of its associates have an interest.
- It is also to be provided in the deed of trust constituting Digital Core REIT (the “**Trust Deed**”) that if the Manager is required to decide whether or not to take any action against any person in relation to any breach of any agreement entered into by the Trustee for and on behalf of Digital Core REIT with an Interested Person (as defined in the Listing Manual) and/or, as the case may be, an Interested Party (as defined in the Property Funds Appendix) (collectively, a “**Related Party**”) of the Manager, the Manager shall be obliged to consult with a reputable law firm (acceptable to the Trustee) who shall provide legal advice on the matter. If the said law firm is of the opinion that the Trustee, on behalf of Digital Core REIT, has a *prima facie* case against the party allegedly in breach under such agreement, the Manager shall be obliged to take appropriate action in relation to such agreement. The Manager’s directors (including the independent directors) will have a duty to ensure that the Manager so complies. Notwithstanding the foregoing, the Manager shall inform the Trustee as soon as it becomes aware of any breach of any agreement entered into by the Trustee for and on behalf Digital Core REIT with a Related Party of the Manager and the Trustee may take such action as it deems necessary to protect the rights of the holders of units in Digital Core REIT and/or which is in the interests of the holders of units in Digital Core REIT. Any decision by the Manager not to take action against a Related Party of the Manager shall not constitute a waiver of the Trustee’s right to take such action as it deems fit against such Related Party.

RELATED PARTY TRANSACTIONS

“Related Party Transactions” in this Prospectus refers to “Interested Person Transactions” under the Listing Manual and “Interested Party Transactions” under the Property Funds Appendix. The definition of “Interested Person” in the Listing Manual refers to the definition of “Interested Party” used in the Property Funds Appendix.

In general, transactions between:

- an entity at risk (in this case, the Trustee (acting in its capacity as the trustee of Digital Core REIT) or any of the subsidiaries or associated companies of Digital Core REIT); and
- any of the Interested Parties, being:
 - (i) a director, chief executive officer or controlling shareholder of the Manager, the Manager, the Trustee (acting in its personal capacity), or controlling Unitholder; or
 - (ii) an associate of any director, chief executive officer or controlling shareholder of the Manager, or an associate of the Manager, the Trustee (acting in its own capacity) or any controlling Unitholder,

would constitute an Interested Person Transaction.

The Manager’s Internal Control System

The Manager has established an internal control system to ensure that all future Related Party Transactions:

- will be undertaken on normal commercial terms; and
- will not be prejudicial to the interests of Digital Core REIT and the Unitholders.

As a general rule, the Manager must demonstrate to its Audit and Risk Committee that such transactions satisfy the foregoing criteria. This may entail:

- obtaining (where practicable) quotations from parties unrelated to the Manager; or
- obtaining two or more valuations from independent professional valuers (in compliance with the Property Funds Appendix).

The Manager will maintain a register to record all Related Party Transactions which are entered into by Digital Core REIT and the bases, including any quotations from unrelated parties and independent valuations, on which they are entered into.

The Manager will also incorporate into its internal audit plan a review of all Related Party Transactions entered into by Digital Core REIT. The Audit and Risk Committee shall review the internal audit reports at least twice a year to ascertain that the guidelines and procedures established to monitor Related Party Transactions have been complied with. The Trustee will also have the right to review such audit reports to ascertain that the Property Funds Appendix has been complied with. The review will include the examination of the nature of the transaction and its supporting documents or such other data deemed necessary to the Audit and Risk Committee. If a member of the Audit and Risk Committee has an interest in a transaction, he or she is to abstain from participating in the review and approval process in relation to that transaction.

Further, the following procedures will be undertaken with respect to Related Party Transactions (save for the avoidance of doubt, for those described under “Related Party Transactions in Connection with the Setting Up of Digital Core REIT and the Offering” and “Exempted Agreements”):

- any transaction (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding S\$100,000 in value but less than 3.0% of the value of Digital Core REIT’s net tangible assets (based on the latest audited accounts) will be subject to review by the Audit and Risk Committee at regular intervals;
- any transaction (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding 3.0% but below 5.0% of the value of Digital Core REIT’s net tangible assets (based on the latest audited accounts) will be subject to the review and prior approval of the Audit and Risk Committee. Such approval shall only be given if such transaction is on normal commercial terms and not prejudicial to the interests of Digital Core REIT and the Unitholders and is consistent with similar types of transactions made by the Trustee with third parties which are unrelated to the Manager; and
- any transaction (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding 5.0% of the value of Digital Core REIT’s net tangible assets (based on the latest audited accounts) will be reviewed and approved prior to such transaction being entered into, on the basis described in the preceding paragraph, by the Audit and Risk Committee which may, as it deems fit, request advice on the transaction from independent sources or advisers, including the obtaining of valuations from independent professional valuers. Further, under the Listing Manual and the Property Funds Appendix, such transaction would have to be approved by Unitholders at a meeting duly convened and held in accordance with the provisions of the Trust Deed.

Pursuant to the Listing Manual, transactions with a value below S\$100,000 are disregarded for the purpose of the announcement and Unitholders’ approval requirements under the Listing Manual as set out in the paragraph above. Accordingly, such transactions are excluded from aggregation with other transactions involving the same Related Parties.

Where matters concerning Digital Core REIT relate to transactions entered into or to be entered into by the Trustee for and on behalf of Digital Core REIT with a Related Party of the Manager (which would include relevant “associates” as defined under the Listing Manual) or the Trustee, the Trustee is required to consider the terms of such transactions to satisfy itself that such transactions are conducted on normal commercial terms, are not prejudicial to the interests of Digital Core REIT and the Unitholders, and in accordance with all applicable requirements of the Property Funds Appendix and/or the Listing Manual relating to the transaction in question.

Subject to the provisions of the Trust Deed, the Trustee has the discretion under the Trust Deed to decide whether or not to enter into a transaction involving a Related Party of the Manager or the Trustee. If the Trustee is to sign any contract with a Related Party of the Manager or the Trustee, the Trustee will review the contract to ensure that it complies with the relevant requirements relating to Related Party Transactions (as may be amended from time to time) as well as such other guidelines as may from time to time be prescribed by the MAS and the SGX-ST to apply to REITs.

Save for the transactions to be described and disclosed in the prospectus to be issued in relation to the initial public offering of Digital Core REIT, Digital Core REIT will comply with Rule 905 of the Listing Manual by announcing any Interested Person Transaction in accordance with the Listing

Manual if such transaction, by itself or when aggregated with other Interested Person Transactions entered into with the same Interested Person (as defined in the Listing Manual) during the same financial year, is 3.0% or more of the value of Digital Core REIT's latest audited net tangible assets.

The aggregate value of all Interested Person Transactions in accordance with the Listing Manual in a particular year, each of at least S\$100,000 in value and which are subject to Rules 905 and 906 of the Listing Manual, will be disclosed in Digital Core REIT's annual report.

Role of the Audit and Risk Committee for Related Party Transactions

The Audit and Risk Committee will monitor the procedures established to regulate Related Party Transactions, including reviewing any Related Party Transactions (equal to or exceeding S\$100,000 in value) entered into from time to time and the internal audit reports to ensure compliance with the relevant provisions of the Listing Manual and the Property Funds Appendix.

If a member of the Audit and Risk Committee has an interest in a transaction, he or she is to abstain from participating in the review and approval process in relation to that transaction.

Related Party Transactions in Connection with the Setting Up of Digital Core REIT and the Offering

Existing Agreements

Digital Core REIT and its subsidiaries have entered (or at the Closing will enter) into a number of transactions with the Manager and certain Related Parties of the Manager in connection with the setting-up of Digital Core REIT. These Related Party Transactions are as follows:

- The Trustee has on 10 November 2021 entered into the Trust Deed with the Manager. The terms of the Trust Deed are generally described in "The Formation and Structure of Digital Core REIT".
- Prior to the Listing Date, the Parent U.S. REIT and Singapore Sub 3 entered into the Contribution and Sale Agreement with the Sponsor.
- Prior to the Listing Date, the Sponsor and the Trustee entered into the Right of First Refusal Agreement in favour of the Trustee (in its capacity as trustee of Digital Core REIT).
- Prior to the Listing Date, the Sponsor, the Manager and the Trustee entered into the Reverse Right of First Refusal Agreement in favour of the Sponsor.
- Prior to the Listing Date, the Sponsor, the Manager, the Trustee and the Parent U.S. REIT entered into the Co-Investment Agreement in favour of the Sponsor.
- Prior to the Listing Date, the Sponsor, the Manager, the Trustee and the Parent U.S. REIT entered into the Master Property Management Services Agreement in favour of the Sponsor.
- At the Closing under the Contribution and Sale Agreement, the Parent U.S. REIT (with respect to the U.S. JVs) and Singapore Sub 3 (with respect to the Canadian JV) will enter into a Joint Venture Agreement for each JV with Sponsor Investor, a wholly-owned subsidiary of the Sponsor.
- At the Closing under the Contribution and Sale Agreement, each SPE will enter into a Property Management Agreement with the relevant Property Manager.

The Contribution and Sale Agreement, the Joint Venture Agreements, the Right of First Refusal Agreement (in favour of Digital Core REIT), Reverse Right of First Refusal Agreement (in favour of the Sponsor), the Co-Investment Agreement, the Master Property Management Services Agreement and the Property Management Agreements are more particularly described in “Certain Agreements Relating to Digital Core REIT and the Properties”.

Agreements on Normal Commercial Terms

The Manager believes that the agreements set out above are made on normal commercial terms and are not prejudicial to the interests of Digital Core REIT and the Unitholders.

Save as disclosed in the preceding section titled “Existing Agreement”, the Trustee has not entered into any other transactions with the Manager or any Related Party of the Manager in connection with the setting up of Digital Core REIT.

Asset Management Agreements

The Manager’s Management Fee will be reduced by an amount equal to the fees paid by the Parent U.S. REIT to the U.S. Asset Manager or by the Canadian JV to the Canadian Asset Managers under the Asset Management Agreements. All expenses incurred by the Asset Managers in connection with the performance of their duties (other than their normal overhead) will be reimbursed to them by the Parent U.S. REIT or the Canadian JV (as applicable) or the Manager.

Exempted Agreements

The entry into and the fees and charges payable by Digital Core REIT under the Trust Deed, the Contribution and Sale Agreement, the Joint Venture Agreements, the Co-Investment Agreement, the Master Property Management Services Agreement and the Property Management Agreements (collectively, the “**Exempted Agreements**”), each of which constitutes or will, when entered into, constitute a Related Party Transaction, are deemed to have been specifically approved by the Unitholders upon subscription for the Units and are therefore not subject to Rules 905 and 906 of the Listing Manual to the extent that specific information on these agreements have been disclosed in the Prospectus and there is no subsequent change to the rates and/or bases of the fees charged thereunder. (See “Overview – Certain Fees and Charges” for the fees and charges payable by Digital Core REIT in connection with the establishment and on-going management and operation of Digital Core REIT for further details.)

Other Related Party Transactions

In line with the rules set out in Chapter 9 of the Listing Manual, a transaction the value of which is less than S\$100,000 is not considered material in the context of the Offering and is not set out as a Related Party Transaction in this section.

Future Related Party Transactions

As a REIT listed on the SGX-ST, Digital Core REIT will be regulated by the Property Funds Appendix and the Listing Manual. The Property Funds Appendix regulates, among other things, transactions entered into by the Trustee (for and on behalf of Digital Core REIT) with an Interested Party relating to Digital Core REIT’s acquisition of assets from or sale of assets to an Interested Party, Digital Core REIT’s investment in securities of or issued by an Interested Party and the leasing of assets to an Interested Party.

Depending on the materiality of transactions entered into by Digital Core REIT for the acquisition of assets from, the sale of assets to or the investment in securities of or issued by an Interested Party, the Property Funds Appendix may require that an immediate announcement to the SGX-ST be made, and may also require that the approval of Unitholders be obtained.

The Listing Manual regulates all Interested Person Transactions, including transactions already governed by the Property Funds Appendix. Depending on the materiality of the transaction, Digital Core REIT may be required to make a public announcement of the transaction (Rule 905 of the Listing Manual), or to make a public announcement of and to obtain the prior approval of Unitholders for the transaction (Rule 906 of the Listing Manual). The Trust Deed requires the Trustee and the Manager to comply with the provisions of the Listing Manual relating to Interested Person Transactions as well as such other guidelines relating to Interested Person Transactions as may be prescribed by the SGX-ST to apply to REITs.

The Manager may at any time in the future seek a general annual mandate from Unitholders pursuant to Rule 920(1) of the Listing Manual for recurrent transactions of a revenue or trading nature or those necessary for its day-to-day operations, including a general mandate in relation to leases and/or license agreements to be entered into with Interested Persons, and all transactions conducted under such general mandate for the relevant financial year will not be subject to the requirements of Rules 905 and 906 of the Listing Manual. In seeking such a general annual mandate, the Trustee will appoint an independent financial adviser (without being required to consult the Manager) pursuant to Rule 920(1)(b)(v) of the Listing Manual to render an opinion as to whether the methods or procedures for determining the transaction prices of the transactions contemplated under the annual general mandate are sufficient to ensure that such transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of Digital Core REIT and Unitholders.

A proposed transaction will have to comply with both the Property Funds Appendix and the Listing Manual requirements as it is *prima facie* governed by both sets of rules. Where matters concerning Digital Core REIT relate to transactions entered or to be entered into by the Trustee for and on behalf of Digital Core REIT with a Related Party of Digital Core REIT or the Manager, the Trustee and the Manager are required to ensure that such transactions are conducted in accordance with applicable requirements of the Property Funds Appendix and/or the Listing Manual relating to the transaction in question.

Subject to compliance with the applicable requirements, the Manager is not prohibited by either the Property Funds Appendix or the Listing Manual from contracting or entering into any financial, banking or any other type of transaction with the Trustee (when acting other than in its capacity as trustee of Digital Core REIT) or from being interested in any such contract or transaction, provided that any such transaction shall be on normal commercial terms and is not prejudicial to the interests of Digital Core REIT and the Unitholders. The Manager shall not be liable to account to the Trustee or to the Unitholders for any profits or benefits or other commissions made or derived from or in connection with any such transaction. The Trustee shall not be liable to account to the Manager or to the Unitholders for any profits or benefits or other commission made or derived from or in connection with any such transaction.

Generally, under the Listing Manual, the Manager, its “connected persons” (as defined in the Listing Manual) and any director of the Manager are prohibited from voting their respective own Units at, or being part of a quorum for, any meeting to approve any matter in which it has a material interest.

CORPORATE SOCIAL RESPONSIBILITY STATEMENT

The Manager acknowledges its responsibilities toward society, the environment and its stakeholders. Through managing its business in a fair and ethical manner, the Manager demonstrates its consideration towards employees and the wider community. It will provide a safe and healthy working environment for its employees and visitors to its premises and will ensure that sufficient information and training are made available in pursuance of their activities.

The Manager is committed to managing its impact on the world's natural resources and strives to continually to improve its environmental credentials in all of its properties and business activities.

The Manager recognises its position within the community and acknowledges that its business activities have varying impact upon the society in which it operates. The Manager endeavours to manage these in a responsible manner.

The Manager seeks to build relationships with its suppliers, investors and stakeholders for mutual benefit and for the benefit of the community.

As the Manager was recently incorporated on 2 July 2021 and Digital Core REIT was recently established on 10 November 2021, the Manager has not undertaken any specific activities so far. Going forward, the Manager may also work with the Sponsor on its corporate social responsibility initiatives and leverage on the Sponsor's resources and network as a platform to reach out to society and the stakeholders of Digital Core REIT for mutual benefit and for the benefit of the community in which Digital Core REIT operates. Through its policies and objectives, the Manager will manage its activities and environmental impact to continuously develop and improve its corporate responsibility.

In addition, the Manager will prepare an annual sustainability report, which will constitute part of the annual report, in line with the reporting requirements of the SGX-ST, for so long as required by the SGX-ST. Such sustainability report shall include description of sustainability practices with reference to the following primary components:

- (i) material environmental, social and governance factors;
- (ii) policies, practices and performance;
- (iii) targets;
- (iv) sustainability reporting framework; and
- (v) a board statement.

The Manager is committed to creating an inclusive company and offering opportunities for leadership and advancement of women and minorities within its organisation.

THE SPONSOR

The Sponsor of Digital Core REIT is Digital Realty Trust, L.P., the operating partnership subsidiary of Digital Realty Trust, Inc. (NYSE: DLR), a company listed on the New York Stock Exchange. Digital Realty Trust, Inc. operates as a U.S. REIT. The Sponsor is a leading global provider of data centre, colocation and interconnection solutions for customers across a variety of industry verticals ranging from cloud and information technology services, communications and social networking to financial services, manufacturing, energy, healthcare and consumer products.

As at 30 June 2021, the Sponsor's portfolio included 291 data centres, including 44 data centres held as investments in unconsolidated entities, with approximately 45.4 million rentable square feet including approximately 7.6 million square feet of space under active development and approximately 2.0 million square feet of space held for development. Its global portfolio includes 140 data centres located in North America, with 106 located in Europe, 23 in Latin America, 13 in Asia, six in Australia and three in Africa.

THE FORMATION AND STRUCTURE OF DIGITAL CORE REIT

The Trust Deed is a complex document and the following is a summary only and is qualified in its entirety by, and is subject to, the contents of the Trust Deed. Investors should refer to the Trust Deed itself to confirm specific information or for a detailed understanding of Digital Core REIT. The Trust Deed is available for inspection at the principal place of business of the Manager at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315 (prior appointment would be appreciated).

Operational Structure

Digital Core REIT is established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy.

The term “stabilised income-producing real estate asset” in relation to the investment mandate as set out above shall mean an operating real estate asset which meets the following criteria as at the date of the proposed offer:

- (i) achieved a minimum occupancy of at least 90%;
- (ii) achieved an average rental rate at least comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of such asset;
- (iii) Digital Core REIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset; and
- (iv) is suitable for acquisition by Digital Core REIT, taking into account market conditions at the time of the proposed offer.

Digital Core REIT aims to generate returns for its Unitholders by owning, buying and actively managing such properties in line with its investment strategy (including the selling of any property that has reached a stage that offers only limited scope for growth).

Subject to the restrictions and requirements in the Trust Deed, Property Funds Appendix and the Listing Manual, the Manager is also authorised under the Trust Deed to invest in investments which need not be real estate.

THE TRUST DEED

Digital Core REIT is a REIT constituted by the Trust Deed on 10 November 2021. Digital Core REIT is principally regulated by the SFA and the CIS Code (including the Property Funds Appendix). Digital Core REIT was authorised as a collective investment scheme by the MAS on 29 November 2021.

The provisions of the SFA and the CIS Code (including the Property Funds Appendix) prescribe certain terms of the Trust Deed and certain rights, duties and obligations of the Manager, the Trustee and Unitholders under the Trust Deed. The Property Funds Appendix also imposes certain restrictions on REITs in Singapore, including a restriction on the types of investments which REITs in Singapore may hold, a general limit on their level of borrowings and certain restrictions with respect to Interested Party Transactions.

The terms and conditions of the Trust Deed shall be binding on each Unitholder (and persons claiming through such Unitholder) as if such Unitholder had been a party to the Trust Deed and as if the Trust Deed contains covenants by such Unitholder to observe and be bound by the provisions of the Trust Deed and an authorisation by each Unitholder to do all such acts and things as the Trust Deed may require the Manager and/or the Trustee to do.

Under the Trust Deed, “**Authorised Investments**” means:

- (i) real estate;
- (ii) any improvement or extension of or addition to, or reconstruction, refurbishment, retrofitting, renovation or other development of any real estate or any building thereon;
- (iii) real estate related assets, wherever the issuers, assets or securities are incorporated, located, issued or traded;
- (iv) listed or unlisted debt securities and listed shares or stock and (if permitted by the Authority) unlisted shares or stock of or issued by local or foreign non-property companies or corporations;
- (v) government securities (issued on behalf of the Singapore Government or governments of other countries) and securities issued by a supra-national agency or a Singapore statutory board;
- (vi) cash and cash equivalent items;
- (vii) financial derivatives only for the purposes of (a) hedging existing positions in Digital Core REIT’s portfolio where there is a strong correlation to the underlying investments or (b) efficient portfolio management, PROVIDED THAT such derivatives are not used to gear the overall portfolio of Digital Core REIT or intended to be borrowings or any form of financial indebtedness of Digital Core REIT; and
- (viii) any other investment not covered by paragraph (i) to (vii) of this definition but specified as a permissible investment in the Property Funds Appendix and selected by the Manager for investment by Digital Core REIT and approved by the Trustee in writing.

The Manager may use certain financial derivative instruments for hedging purposes or efficient portfolio management, provided that (i) such financial derivative instruments are not used to gear Digital Core REIT’s overall portfolio or are intended to be borrowings of Digital Core REIT and (ii) the policies regarding such use of financial derivative instruments have been approved by the Board. Although the Manager may use certain financial derivative instruments to the extent permitted by such laws, rules and regulations as may be applicable including, but not limited to, the CIS Code (including the Property Funds Appendix) and the Listing Manual, the Manager presently does not have any intention for Digital Core REIT to invest in options, warrants, commodities futures contracts and precious metals.

The Units and Unitholders

The rights and interests of Unitholders are contained in the Trust Deed. Under the Trust Deed, these rights and interests are safeguarded by the Trustee.

Each Unit represents an undivided interest in Digital Core REIT. A Unitholder has no equitable or proprietary interest in the Deposited Property. A Unitholder is not entitled to the transfer to him of the Deposited Property (or any part thereof) or of any estate or interest in the Deposited Property or in any part of the Deposited Property (or any part thereof). A Unitholder’s right is limited to the right to require due administration of Digital Core REIT in accordance with the provisions of the Trust Deed, including, without limitation, by suit against the Trustee or the Manager.

Under the Trust Deed, each Unitholder acknowledges and agrees that he will not commence or pursue any action against the Trustee or the Manager seeking an order for specific performance or for injunctive relief in respect of the Deposited Property (or any part thereof), and waives any rights he may otherwise have to such relief. If the Trustee or the Manager breaches or threatens to breach its duties or obligations to a Unitholder under the Trust Deed, the Unitholder's recourse against the Trustee or the Manager is limited to a right to recover damages or compensation from the Trustee or the Manager in a court of competent jurisdiction, and the Unitholder acknowledges and agrees that damages or compensation is an adequate remedy for such breach or threatened breach.

Unless otherwise expressly provided in the Trust Deed, a Unitholder may not interfere with the rights, powers, authority or discretion of the Manager or the Trustee, exercise any right in respect of the Deposited Property (or any part thereof) or lodge any caveat or other notice affecting the Deposited Property (or any part thereof), or require that any part of the Deposited Property be transferred to such Unitholder.

No certificate shall be issued to Unitholders by either the Manager or the Trustee in respect of Units issued to Unitholders. For so long as Digital Core REIT is listed on the SGX-ST, the Manager shall, pursuant to CDP's depository services terms and conditions in relation to the deposit of Units in CDP (the "**Depository Services Terms and Conditions**"), appoint CDP as the Unit depository for Digital Core REIT, and all Units issued will be represented by entries in the register of Unitholders kept by the Trustee or the agent appointed by the Trustee in the name of, and deposited with, CDP as the registered holder of such Units.

The Manager or the agent appointed by the Manager shall issue to CDP, not more than 10 Business Days after the issue of Units, a confirmation note confirming the date of issue and the number of Units so issued and, if applicable, also stating that the Units are issued under a moratorium and the expiry date of such moratorium and for the purposes of the Trust Deed, such confirmation note shall be deemed to be a certificate evidencing title to the Units issued.

There are no restrictions under the Trust Deed or Singapore law on a person's right to purchase (or subscribe for) Units and to own Units, except in the case of a rights issue or (as the case may be) any preferential offering, where the Manager has the right under the Trust Deed to elect not to extend an offer of Units under the rights issue or (as the case may be) any preferential offering to Unitholders whose addresses are outside Singapore.

The Take-over Code applies to REITs. As a result, acquisitions of Units which may result in a change in effective control of Digital Core REIT and the aggregate Unitholdings of an entity and its concert parties crossing certain thresholds will be subject to the mandatory provisions of the Take-over Code, such as a requirement to make a mandatory general offer for Units.

Issue of Units

The following is a summary of the provisions of the Trust Deed relating to the issue of Units.

Subject to the following sub-paragraphs (1), (2) and (3) below and to such laws, rules and regulations as may be applicable, for so long as Digital Core REIT is listed on the SGX-ST or such other stock exchange of repute in any part of the world ("**Recognised Stock Exchange**"), the Manager may issue Units on any Business Day at an issue price equal to, or above, the "market price", without the prior approval of the Unitholders. For this purpose, "market price" shall mean:

- (i) the volume weighted average price for a Unit (if applicable, of the same class) for all trades on the SGX-ST, or such other Recognised Stock Exchange on which Digital Core REIT is listed, in the ordinary course of trading on the SGX-ST or, as the case may be, such other Recognised Stock Exchange, for the period of 10 Business Days (or such other period as may be prescribed by the SGX-ST or relevant Recognised Stock Exchange) immediately preceding (and, for the avoidance of doubt, including) the relevant Business Day;

- (ii) if the Manager believes that the calculation in paragraph (i) above does not provide a fair reflection of the market price of a Unit (which may include, among others, instances where the trades on the Units are very low or where there is disorderly trading activity in the Units), an amount as determined by the Manager and the Trustee (after consultation with a stockbroker approved by the Trustee), as being the fair market price of a Unit; or
- (iii) (in relation to the issue of Units to the Manager as payment of the management fees) the volume weighted average price for a Unit for all trades on the SGX-ST, or (as the case may be) such other Recognised Stock Exchange on which Digital Core REIT is listed, in the ordinary course of trading on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange, for the last 10 Business Days (or such other period as may be prescribed by the SGX-ST or relevant Recognised Stock Exchange) immediately preceding (and, for the avoidance of doubt, including):
 - (A) (in relation to the Base Fee) the end date of the relevant financial quarter to which such Base Fee relates; and/or
 - (B) (in relation to the Performance Fee) the end date of the relevant financial year to which such Performance Fee relates.
- (iv) (in relation to the issue of Units to the Manager as payment of the Acquisition Fee when the Acquisition Fee is paid in the form of Units) the issue price of Units issued to finance or part finance the acquisition in respect of which the Acquisition Fee is payable or, where Units are not issued to finance or part finance the Acquisition, the prevailing market price at the time of issue of such Units as determined sub-paragraph (i) or (ii) above.
 - (1) For so long as Digital Core REIT is listed on the SGX-ST or any other Recognised Stock Exchange, the Manager may issue Units at an issue price other than calculated in accordance with the above paragraph without the prior approval of Unitholders provided that the Manager complies with the listing rules of Singapore, or if applicable, the listing rules of the relevant Recognised Stock Exchange, the Property Funds Appendix or any other relevant laws, regulations and guidelines in determining the issue price, including the issue price for a rights issue on a pro rata basis to all existing Unitholders, the issue price of a Unit issued other than by way of a rights issue offered on a pro rata basis to all existing Unitholders and the issue price for any reinvestment of distribution arrangement. If the issue price determined by the Manager is at a discount to the market price, the discount shall not exceed such percentage as may, from time to time, be permitted under the listing rules of Singapore or, if applicable, the listing rules of the relevant Recognised Stock Exchange, the Property Funds Appendix or any other relevant laws, regulations and guidelines.
 - (2) Where Units are issued as full or partial consideration for the acquisition of an Authorised Investment by Digital Core REIT in conjunction with an issue of Units to raise cash for the balance of the consideration for the said Authorised Investment (or part thereof) or to acquire other Authorised Investments in conjunction with the said Authorised Investment, the Manager shall have the discretion to determine that the issue price of a Unit so issued as full or partial consideration shall be the same as the issue price for the Units issued in conjunction with an issue of Units to raise cash for the aforesaid purposes.
 - (3) The scope of the general mandate to be given in a general meeting of the Unitholders is limited to the issue of an aggregate number of additional Units which must not exceed 50.0% of the total number of Units in issue, of which the aggregate number of additional Units to be issued other than on a pro rata basis to the existing Unitholders must not exceed 20.0% of the total number of Units in issue as at the date of the approval.

Unit Issue Mandate

By subscribing for the Units under the Offering, investors are (A) deemed to have approved the issuance of all Units comprised in the Offering, the Sponsor Units and the Cornerstone Units and (B) deemed to have given the authority (the “**Unit Issue Mandate**”) to the Manager to:

- (i) (a) issue Units whether by way of rights, bonus or otherwise; and/or
- (b) make or grant offers, agreements or options (collectively, “**Instruments**”) that might or would require Units to be issued, including but not limited to the creation and issue of (as well as adjustments to) securities, warrants, debentures or other instruments convertible into Units,

at any time and upon such terms and conditions and for such purposes and to such persons as the Manager may in its absolute discretion deem fit; and

- (ii) issue Units in pursuance of any Instrument made or granted by the Manager while the Unit Issue Mandate was in force (notwithstanding that the authority conferred by the Unit Issue Mandate may have ceased to be in force at the time such Units are issued),

provided that:

- (A) the aggregate number of Units to be issued pursuant to the Unit Issue Mandate (including Units to be issued in pursuance of Instruments made or granted pursuant to the Unit Issue Mandate) must not exceed 50.0% of the total number of issued Units (excluding treasury Units, if any) (as calculated in accordance with sub-paragraph (B) below), of which the aggregate number of Units to be issued other than on a pro rata basis to Unitholders must not exceed 20.0% of the total number of issued Units (excluding treasury Units, if any) (as calculated in accordance with sub-paragraph (B) below):
- (B) subject to such manner of calculation as may be prescribed by the SGX-ST for the purpose of determining the aggregate number of Units that may be issued under sub-paragraph (A) above, the total number of issued Units (excluding treasury Units, if any) shall be based on the number of issued Units (excluding treasury Units, if any) after completion of the Offering, after adjusting for any subsequent bonus issue, consolidation or subdivision of Units;
- (C) in exercising the Unit Issue Mandate, the Manager shall comply with the provisions of the Listing Manual for the time being in force (unless such compliance has been waived by the SGX-ST) and the Trust Deed for the time being in force (unless otherwise exempted or waived by the MAS);
- (D) (unless revoked or varied by the Unitholders in a general meeting) the authority conferred by the Unit Issue Mandate shall continue in force until (i) the conclusion of the first annual general meeting of Digital Core REIT or (ii) the date by which the first annual general meeting of Digital Core REIT is required by applicable regulations to be held, whichever is earlier;
- (E) where the terms of the issue of the Instruments provide for adjustment to the number of Instruments or Units into which the Instruments may be converted, in the event of rights, bonus or other capitalisation issues or any other events, the Manager is authorised to issue additional Instruments or Units pursuant to such adjustment notwithstanding that the authority conferred by the Unit Issue Mandate may have ceased to be in force at the time the Instruments or Units are issued; and
- (F) the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interest of Digital Core REIT to give effect to the authority conferred by the Unit Issue Mandate.

Suspension of Issue of Units

The Manager or the Trustee may, with the prior written approval of the other and subject to the Listing Manual or the listing rules of any other relevant Recognised Stock Exchange, suspend the issue of Units during any of the following events:

- any period when the SGX-ST or any other relevant Recognised Stock Exchange is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
- the existence of any state of affairs which, in the opinion of the Manager or (as the case may be) the Trustee, might seriously prejudice the interests of the Unitholders as a whole or of the Deposited Property;
- any breakdown in the means of communication normally employed in determining the price of any assets of Digital Core REIT or (if relevant) the current price thereof on the SGX-ST or any other relevant Recognised Stock Exchange, or when for any reason the prices of any assets of Digital Core REIT cannot be promptly and accurately ascertained;
- any period when remittance of money which will or may be involved in the realisation of any asset of Digital Core REIT or in the payment for such asset of Digital Core REIT cannot, in the opinion of the Manager, be carried out at normal rates of exchange;
- any period where the issuance of Units is suspended pursuant to any order or direction issued by the MAS or any other relevant regulatory authority;
- in relation to any general meeting of Unitholders, the 48-hour period before such general meeting or any adjournment thereof; or
- when the business operations of the Manager or the Trustee in relation to the operation of Digital Core REIT are substantially interrupted or closed as a result of, or arising from, nationalisation, expropriation, currency restrictions, pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes, nuclear fusion or fission or acts of God.

Such suspension shall take effect forthwith upon the declaration in writing thereof by the Manager or (as the case may be) the Trustee and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised (as set out above) exists, upon the declaration in writing thereof by the Manager or (as the case may be) the Trustee.

In the event of any suspension while Digital Core REIT is listed on the SGX-ST, the Manager shall ensure that immediate announcement of such suspension is made through the SGX-ST or the relevant Recognised Stock Exchange.

Repurchase and Redemption of Units

The Trust Deed provides that any redemption of Units will be carried out in accordance with the Property Funds Appendix, the rules of the Listing Manual (if applicable) and all other applicable laws and regulations. With respect to any terms which are necessary to carry out such redemption but are not prescribed by the Property Funds Appendix, the rules in the Listing Manual and any laws and regulations, these terms shall be determined by mutual agreement between the Manager and the Trustee.

For so long as the Units are listed on the SGX-ST, the Unitholders have no right to request that the Manager repurchase or redeem their Units while the Units are listed on the SGX-ST and/or any other Recognised Stock Exchange. It is intended that the Unitholders may only deal in their listed Units through trading on the SGX-ST.

Unit Buy-Back Mandate

By subscribing for the Units under the Offering, investors are deemed to have approved the exercise of all the powers of the Manager to repurchase issued Units for and on behalf of Digital Core REIT not exceeding in aggregate the maximum Limit (as hereafter defined), at such price or prices as may be determined by the Manager from time to time up to the Maximum Price (as hereafter defined), whether by way of:

- (i) market repurchase(s) on the SGX-ST and/or, as the case may be, such other stock exchange for the time being on which the Units may be listed and quoted; and/or
- (ii) off-market repurchase(s) (which are not market repurchase(s)) in accordance with any equal access scheme(s) as may be determined or formulated by the Manager as it considers fit in accordance with the Trust Deed, and otherwise in accordance with all applicable laws and regulations including the rules of the SGX-ST or, as the case may be, such other stock exchange for the time being on which the Units may be listed and quoted, be and is hereby authorised and approved generally and unconditionally (the “**Unit Buy-Back Mandate**”);

(unless revoked or varied by the Unitholders in a general meeting) the authority conferred on the Manager pursuant to the Unit Buy-Back Mandate may be exercised by the Manager at any time and from time to time during the period commencing from the Listing Date and expiring on the earliest of:

- (i) the date on which the first annual general meeting of Digital Core REIT is held;
- (ii) the date by which the next annual general meeting of Digital Core REIT is required by applicable laws and regulations or the Trust Deed to be held; or
- (iii) the date on which repurchases of Units pursuant to the Unit Buy-Back Mandate are carried out to the full extent mandated.

For the purposes of the Unit Buy-Back Mandate:

“**Average Closing Price**” means the average of the closing market prices of the Units over the last five Market Days, on which transactions in the Units were recorded, immediately preceding the date of the market repurchase or, as the case may be, the date of the making of the offer pursuant to the off-market repurchase, and deemed to be adjusted for any corporate action that occurs after the relevant five Market Days;

“**date of the making of the offer**” means the date on which the Manager makes an offer for an off-market repurchase, stating therein the repurchase price (which shall not be more than the Maximum Price for an off-market repurchase) for each Unit and the relevant terms of the equal access scheme for effecting the off-market repurchase;

“**Market Day**” means a day on which the SGX-ST and/or, as the case may be, such other stock exchange for the time being on which the Units may be listed and quoted, is open for trading in securities;

“**Maximum Limit**” means that number of Units representing 10.0% of the total number of issued Units as at the Listing Date; and

“Maximum Price” in relation to a Unit to be repurchased, means the repurchase price (excluding brokerage, stamp duty, commission, applicable goods and services tax and other related expenses) which shall not exceed:

- (i) in the case of a market repurchase of a Unit, 105.0% of the Average Closing Price of the Units; and
- (ii) in the case of an off-market repurchase of a Unit, 120.0% of the Average Closing Price of the Units; and

the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Digital Core REIT to give effect to the transactions contemplated and/or authorised under the Unit Buy-Back Mandate.

Restriction on Ownership of the Units

Unitholders of Digital Core REIT (**“Unitholders”**) and all other persons are prohibited from directly or indirectly owning in excess of the Unit Ownership Limit, subject to any increase or waiver pursuant to the terms of the Trust Deed and on the recommendation of the Manager¹. This prohibition is intended to preserve the U.S. REIT status of the Parent U.S. REIT and facilitate the availability of the Portfolio Interest Exemption. The Trust Deed provides that Units held directly or indirectly by any person in excess of the Unit Ownership Limit will be subject to Automatic Forfeiture. While forfeited Units are held by the Trustee, all rights attributable to those Units, such as the right to vote and the right to receive distributions, will be held by the Trustee; the Unitholder from whom the Units are forfeited shall have no right to vote or receive distributions arising from such Units. The Trustee (on the recommendation of the Manager) will have the right and power to dispose of Units subject to Automatic Forfeiture, and upon such disposal, the Unitholder from whom the Units are forfeited will receive the proceeds (net of any commissions and expenses) from the disposition, but not in excess of (a) the price paid by such Unitholder for the forfeited Units or (b) if such Unitholder did not give value for the forfeited Units in connection with the event causing the Units to be forfeited (e.g., in the case of a gift, a non-pro rata Unit buy-back, a non-pro rata Unit consolidation or other corporate action where no acquisition or transfer of Units by a Unitholder takes place but has the result of increasing a Unitholder’s proportionate unitholdings), the market price of the Units on the day of the event causing the Automatic Forfeiture, in each case less certain distributions received by the Unitholder; any excess shall be donated by the Trustee to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager. If, prior to the discovery by the Trustee that Units are subject to Automatic Forfeiture, such Units are sold by the Unitholder, then such Units shall be deemed to have been sold on behalf of the Trustee and to the extent that such Unitholder received an amount in excess of the amount which it would otherwise have been entitled to, such excess shall be paid to the Trustee upon demand to be donated to a charitable, philanthropic or benevolent organisation or purpose nominated by the Manager.

¹ The determination of the Units held by a person for purposes of the Unit Ownership Limit is computed pursuant to the rules of the U.S. Tax Code which includes rules relating to Beneficial Ownership and Constructive Ownership, which could be different from interests in Units as determined pursuant to the SFA.

For the avoidance of doubt, the Automatic Forfeiture is effective automatically, whether or not the Trustee or the Manager is aware of the change in ownership or aware of the fact that the Unit Ownership Limit has been breached and without any requirement for notice by the Trustee or the Manager. Unitholders are advised to manage their interests in the Units so as not to breach the Unit Ownership Limit and trigger the Automatic Forfeiture.

The Trustee, acting on the recommendation of the Manager, will also have the right and power to grant either retroactive or prospective waivers from Automatic Forfeiture. A retroactive waiver will render any Automatic Forfeiture void and will restore, as far as possible, the Unitholder whose Units were forfeited to a position that it would have been in had there been no Automatic Forfeiture. Before a waiver is granted, the Trustee and the Manager must be satisfied (and in this respect the Trustee may act on the recommendation and rely on information provided by the Manager) that ownership of such Units will not cause any subsidiary of Digital Core REIT to fail to qualify as a U.S. REIT where such subsidiary would otherwise qualify. In this regard, a potential investor seeking a prospective waiver may be required to provide (i) additional representations, undertakings, an IRS ruling and/or legal opinion to satisfy the Trustee and the Manager that the U.S. REIT will continue to maintain its qualification as a U.S. REIT despite the potential investor's proposed ownership and (ii) an acknowledgement and consent to the loss of the Portfolio Interest Exemption. The Trustee (on the recommendation of the Manager) will exercise its discretion to grant waivers except to the extent that the proposed ownership would in fact impact the U.S. REIT's qualification as a U.S. REIT. The Trustee, acting on the recommendation of the Manager, may also increase the Unit Ownership Limit for a Unitholder (including on a retroactive basis to remediate an Automatic Forfeiture) where such an increase would not adversely affect the U.S. REIT's qualification as a U.S. REIT. The Trustee shall not be required to give any reason for, and shall not under any circumstance be liable to or be responsible for any losses incurred by, any person as a result of, any decision, declaration or action taken or made in this regard. (See "The Formation and Structure of Digital Core REIT – Restriction on Ownership of the Units" and "Taxation" for further details.)

The Trustee shall grant a waiver from Automatic Forfeiture upon application by an Exempted Offeror¹, without any recommendation from the Manager or any representations and undertakings being required, upon application for waiver from an Exempted Offeror.

Digital CR Singapore Holding, LLC, a wholly owned subsidiary of the Sponsor, and the Manager will own a 39% interest in Digital Core REIT (assuming the Over-Allotment Option is not exercised). (See "Ownership of the Units – Principal Unitholders of Digital Core REIT and their Unitholdings" for further details.) The Trustee (on the recommendation of the Manager) has granted Digital CR Singapore Holding, LLC and other Digital Group Members a waiver from the Automatic Forfeiture for them to hold up to a 45% interest in Digital Core REIT on the basis that (i) the Trustee has received representations from Digital CR Singapore Holding, LLC reasonably necessary to ascertain that its ownership of such Units will not now or in the future jeopardise the ability of any of Digital Core REIT's subsidiaries to qualify as a U.S. REIT; and (ii) as advised by the Independent U.S. Tax Adviser, such waiver will not affect the Parent U.S. REIT's qualification as a U.S. REIT based on certain representations of Digital CR Singapore Holding, LLC, including that Digital Realty Trust, Inc. indirectly holds approximately 98% of Digital CR Singapore Holding, LLC, and Digital Realty Trust, Inc. is a Maryland corporation that qualifies as a U.S. REIT for U.S. federal income tax purposes, among others. The Automatic Forfeiture provision, in part, protects the Parent U.S. REIT from being closely held (a U.S. REIT cannot be held more than 50% by five or fewer individuals). The waiver is appropriate in light of representations from Digital CR Singapore Holding, LLC, including that Digital Realty Trust, Inc. (the owner of approximately 98%

¹ An "Exempted Offeror" means an offeror for the purposes of Take-Over Code, who has (i) made a general offer in accordance with the Take-over Code for all the Units in Digital Core REIT which it does not own, control or agreed to be acquired by it and its concert parties (as such term is used in the Take-over Code), (ii) received acceptances of the offeror's general offer which exceeded the threshold required under section 295A of the SFA, such that it acquires the right to compulsorily acquire Units from those Unitholders who have not accepted the offeror's general offer as at the closing date of such offer, and (iii) exercised or publicly announced that it undertakes to exercise its rights to acquire the Units of such dissenting Unitholders.

of the indirect interests in Digital CR Singapore Holding, LLC) is organised and operates in a manner intended to enable it to qualify as a U.S. REIT that is not closely held and thus is compliant with the U.S. REIT rules with respect to diversity of ownership. In this regard, Digital Realty Trust, Inc.'s charter prohibits any person or group of persons from acquiring, directly or indirectly, beneficial or constructive ownership of more than 9.8% of its aggregate outstanding shares unless exempted by Digital Realty Trust, Inc.'s board of directors. Digital Realty Trust, Inc.'s board of directors may waive this ownership limit with respect to a particular person if Digital Realty Trust, Inc.'s board receives evidence that ownership in excess of the limit will not jeopardise its U.S. REIT status. Any attempted transfer of Digital Realty Trust, Inc.'s shares that, if effective, would result in a violation of Digital Realty Trust, Inc.'s ownership limit will be null and void and will cause the number of shares causing the violation to be automatically transferred to a trust for the exclusive benefit of one or more charitable beneficiaries. For the avoidance of doubt, because Digital CR Singapore Holding, LLC and the Sponsor are U.S. entities, the Portfolio Interest Exemption is not relevant to them, and, in any case, any potential loss of the Portfolio Interest Exemption for Digital CR Singapore Holding, LLC has no impact on other Unitholders, as this relates to distributions solely to Digital CR Singapore Holding, LLC and not the other Unitholders. In addition, the increase in the unitholding of Digital CR Singapore Holding, LLC would not affect the unitholding level which other Unitholders can hold (i.e. there is no reduction of the Unit Ownership Limit). Accordingly, for the reasons set out in the foregoing, there are no negative implications to Digital Core REIT or the Parent U.S. REIT arising from Digital CR Singapore Holding, LLC's and the Manager's 39% interest in Digital Core REIT (assuming the Over-Allotment Option is not exercised), which is above the Unit Ownership Limit, and the potential loss of the Portfolio Interest Exemption for Digital CR Singapore Holding, LLC.

Regardless of Digital Realty Trust, Inc.'s qualification as a U.S. REIT, the Unit Ownership Limit waiver of Digital CR Singapore Holding, LLC contains, among others, a representation that there is no individual (including after application of the attribution rules) owning a direct or indirect interest of more than 9.8% in Digital CR Singapore Holding, LLC. In order for the Unit Ownership Limit waiver to remain effective, these representations must remain true. In the event they are no longer true, the Automatic Forfeiture provisions will automatically and retroactively protect the U.S. REIT status of the Parent U.S. REIT. Any increase in the Unit Ownership Limit of Digital CR Singapore Holding, LLC will be subject to a re-assessment of the waiver by the Trustee. The basis of any such waiver would be on the same or similar representations regarding ownerships as discussed herein and would likely be granted as long as there would not be any negative U.S. federal income tax consequences to Digital Core REIT or the Parent U.S. REIT's qualification as a U.S. REIT. Such an increased waiver, the basis of such waiver and any U.S. federal income tax consequences to Digital Core REIT or the Parent U.S. REIT's qualification as a U.S. REIT would be announced by the Manager.

Similar Unit Ownership Limit waivers would be granted to other Unitholders seeking a waiver on the same basis, and with the same automatic and retroactive protections, provided that the Trustee and the Manager are satisfied that ownership of the Units will not cause any subsidiary of Digital Core REIT to fail to qualify as a U.S. REIT where such subsidiary would otherwise qualify.

The Manager and the Trustee propose to adopt the following procedures to monitor compliance with the Unit Ownership Limit:

- **Identification of Substantial Unitholders:** The Manager and the Trustee intend to rely on the existing disclosure regime under the SFA to identify Unitholders who may be at risk of exceeding the Unit Ownership Limit. Pursuant to Section 137U of the SFA, a Unitholder:
 - (i) that becomes or ceases to become a Substantial Unitholder of Digital Core REIT; or
 - (ii) that is a Substantial Unitholder, and is made aware of a change in the percentage level of its interest or interests in Digital Core REIT,

is under a duty to notify Digital Core REIT of the nature and extent of its interest in Digital Core REIT. Further, pursuant to Section 137X of the SFA, the Trustee has the power, *inter alia*, to require a Unitholder to specify whether it holds the Units as a beneficial owner or trustee and to indicate, as far as it can, the persons for whom it holds the interest and the nature of their interest.

- **Notice to Substantial Unitholders:** A notice will be sent to a Substantial Unitholder who has notified Digital Core REIT pursuant to the SFA disclosure regime informing the Substantial Unitholder of the Unit Ownership Limit and the consequences of exceeding the Unit Ownership Limit and may request additional information regarding such Substantial Unitholder's indirect ownership of Units. Substantial Unitholders are advised to manage their interests in the Units so as not to breach the Unit Ownership Limit and trigger the Automatic Forfeiture. On a monthly basis, the Manager also intends to review Digital Core REIT's Register of Holders and Depository Register to identify any Unitholders whose Units have been subject to Automatic Forfeiture and send the Notice of Automatic Forfeiture to such Unitholder(s) within five Business Days of such review and determination. Where the aggregate holdings of a depository agent approaches 9.8% of the outstanding Units, the Manager intends to send a request to the depository agent to (a) provide details of the holdings of its beneficial owners and (b) notify the Manager if any of its beneficial owners holds an interest in more than 9.8% of the outstanding Units. Any person who acquires or attempts or intends to acquire direct or indirect ownership of Units that will or may violate the Unit Ownership Limit must give immediate written notice to the Manager at least 15 days prior to a proposed or intended acquisition or, if later, immediately after becoming aware of the acquisition or proposed acquisition. Such person may be requested to provide such other information as may be requested by the Manager in order to determine the effect of such acquisition or proposed acquisition on the qualification of any of the U.S. REITs.
- **Notice of Automatic Forfeiture:** In the event that a Unitholder's direct or indirect ownership of Units exceeds the Unit Ownership Limit and where the Trustee (on the recommendation of the Manager) declines to grant a retroactive waiver from Automatic Forfeiture in accordance with the Trust Deed, a notice will be sent to the Unitholder informing it of the Automatic Forfeiture and that instructions will be sent to CDP for the forfeited Units to be transferred.
- **CDP Transfer Instruction:** Following the issuance of the Notice of Automatic Forfeiture, the Trustee (on the recommendation of the Manager) will provide written instruction to CDP to transfer the Units subject to Automatic Forfeiture to a holding account controlled by the Trustee and CDP shall act on the Trustee's instructions. The Trustee (on the recommendation of the Manager) will appoint a broker-dealer who will arrange for the Units subject to Automatic Forfeiture to be sold on-market.
- **Remittance of Proceeds:** Upon disposal of Units subject to Automatic Forfeiture, the Trustee will, through CDP, remit the proceeds (if any) from such Disposal to the Unitholder from whom the disposed Units were forfeited.

In relation to the foregoing, the Trustee shall:

- (a) indemnify CDP and hold CDP harmless against all claims, demands, losses and liabilities, for which CDP may become liable, arising out of or in connection with CDP accepting or acting on any instructions from the Trustee for the sale of the Units subject to Automatic Forfeiture; and
- (b) further agree that CDP shall not be liable for any claims, demands, losses and liabilities, including loss of profits, goodwill or any type of special, indirect or consequential loss or damages, for which the Trustee or Digital Core REIT may become liable, arising out of or in

connection with CDP accepting or acting on a CDP Transfer Instruction, provided that such losses had not arisen or been caused by CDP's negligence or wilful misconduct. For the avoidance of doubt, provided that reasonably satisfactory evidence has been provided to CDP upon its request for additional information for clarification (if any), CDP shall have no obligation to verify that the depositors in a CDP Transfer Instruction are in breach of the Unit Ownership Limit, prior to the transfer of the Units subject to Automatic Forfeiture pursuant to a CDP Transfer Instruction. Investors should note that the above procedures which make use of the determination of interests pursuant to the SFA disclosure regime are used by the Manager and the Trustee to monitor compliance with the Unit Ownership Limit only, but the Unit Ownership Limit is computed pursuant to the rules of the U.S. Tax Code which includes rules relating to Beneficial Ownership and Constructive Ownership, which could be different from ownership interests in Units as determined pursuant to the SFA. Unitholders should consult their legal and tax advisers regarding the application of the rules of the U.S. Tax Code in relation to the Unit Ownership Limit.

For the avoidance of doubt, provided that reasonably satisfactory evidence has been provided to CDP upon its request for additional information for clarification (if any), CDP shall have no obligation to verify that the depositors in a CDP Transfer Instruction are in breach of the Unit Ownership Limit, prior to the transfer of the Units subject to Automatic Forfeiture pursuant to a CDP Transfer Instruction.

Note that the above procedures which make use of the determination of interests pursuant to the SFA disclosure regime will be used by the Manager and the Trustee to monitor compliance with the Unit Ownership Limit only, but the Unit Ownership Limit is computed pursuant to the rules of the U.S. Tax Code which includes rules relating to Beneficial Ownership and Constructive Ownership, which could be different from interests in Units as determined pursuant to the SFA. The Trustee has the right to terminate the Automatic Forfeiture mechanism once the Trustee (on the recommendation of the Manager) has determined that maintaining restrictions on beneficial ownership, constructive ownership and transfer of units is no longer in the best interest of Digital Core REIT.

The Manager and Trustee are of the view that no Unitholder would suffer any prejudice in connection with the Automatic Forfeiture and subsequent disposal of the Units subject to Automatic Forfeiture as such Unitholder will be entitled to receive the proceeds (net of any commissions and expenses) from the disposition, but not in excess of (a) the price paid by such Unitholder for the forfeited Units or (b) if such Unitholder did not give value for the forfeited Units in connection with the event causing the Units to be forfeited (e.g. in the case of a gift, a non-pro rata Unit buy-back, a non-pro rata Unit consolidation or other corporate action where no acquisition or transfer of Units by a Unitholder takes place but has the result of increasing a Unitholder's proportionate unitholdings), the market price of the Units on the day of the event causing the Automatic Forfeiture, in each case less certain distributions received by the Unitholder.

Rights and Liabilities of Unitholders

The key rights of Unitholders include rights to:

- receive income and other distributions attributable to the Units held;
- receive audited accounts and the annual reports of Digital Core REIT; and
- participate in the termination of Digital Core REIT by receiving a share of all net cash proceeds derived from the realisation of the assets of Digital Core REIT less any liabilities, in accordance with their proportionate interests in Digital Core REIT.

No Unitholder has a right to require that any asset of Digital Core REIT be transferred to him.

Further, Unitholders shall not give any directions to the Trustee or the Manager (whether at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed or otherwise) if it would require the Trustee or the Manager to do or omit doing anything which may result in:

- Digital Core REIT, the Manager or the Trustee, as the case may be, ceasing to comply with the Listing Manual or, if applicable, the listing rules of the relevant Recognised Stock Exchange, and all other applicable laws and regulations; or
- the exercise of any discretion expressly conferred on the Trustee or the Manager by the Trust Deed or the determination of any matter which, under the Trust Deed, requires the agreement of (i) the Trustee, (ii) the Manager or (iii) both the Trustee and the Manager.

The Trust Deed contains provisions that are designed to limit the liability of a Unitholder to the amount paid or payable for any Unit. The provisions provide that a Unitholder shall not be liable to the Manager or the Trustee to make any further payments to Digital Core REIT after it has fully paid the consideration to acquire its Units and no further liability shall be imposed on such Unitholder in respect of its Units. The provisions ensure that if the issue price of the Units held by a Unitholder has been fully paid, no such Unitholder, by reason alone of being a Unitholder, will be personally liable to indemnify the Trustee or any creditor of Digital Core REIT in the event that the liabilities of Digital Core REIT exceed its assets.

Under the Trust Deed, every Unit carries the same voting rights.

Amendments of the Trust Deed

Approval of Unitholders by an Extraordinary Resolution will be obtained for any amendment of the Trust Deed unless the Trustee certifies, in its opinion, that such amendment:

- does not materially prejudice the interests of Unitholders and does not operate to release to any material extent the Trustee or the Manager from any responsibility to the Unitholders;
- is necessary in order to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law), including, without limitation, requirements under all other applicable laws, regulations and guidelines; or
- is made to remove obsolete provisions or to correct a manifest error.

No such amendment shall impose upon any Unitholder any obligation to make any further payments in respect of his Units or to accept any liability in respect thereof.

Notwithstanding any of the above, the Manager and the Trustee may, with the written approval of the relevant authorities (including, without limitation, the MAS), alter certain provisions in the Trust Deed relating to the use of derivatives.

Meeting of Unitholders

Under applicable law and the provisions of the Trust Deed, Digital Core REIT will not hold any meetings for Unitholders unless the Trustee or the Manager convenes a meeting or unless not less than 50 Unitholders or Unitholders representing not less than 10.0% of the total Units issued gives written request for a meeting to be convened. In addition, Digital Core REIT is required to hold an annual general meeting once in every calendar year and not more than 15 months after the holding of the last preceding annual general meeting, but so long as Digital Core REIT holds its

first annual general meeting within 18 months of authorisation as a collective investment scheme under the Securities and Futures Act, it need not hold it in the year of its constitution or the following year. Furthermore, the Trust Deed shall comply with paragraph 4 of the Property Funds Appendix.

Unitholders may by Extraordinary Resolution and in accordance with the provisions of the Trust Deed:

- sanction any modification, alteration or addition to the Trust Deed which shall be agreed by the Trustee and the Manager as provided in the Trust Deed;
- sanction a supplemental deed increasing the maximum permitted limit or any change in the structure of the fees payable to the Manager and the Trustee;
- remove the auditors and appoint other auditors in their place;
- remove the Trustee;
- direct the Trustee to take any action pursuant to Section 295 of the SFA (relating to the winding up of Digital Core REIT); and
- delist Digital Core REIT after it has been listed.

Unitholders may also by an Ordinary Resolution of Unitholders present and voting at a meeting of Unitholders convened in accordance with the Trust Deed, vote to remove the Manager (with the Manager and its related parties being permitted to vote).

Any decision to be made by resolution of Unitholders other than the above shall be made by Ordinary Resolution, unless an Extraordinary Resolution is required by the SFA, the CIS Code or the Listing Manual.

Except as otherwise provided for in the Trust Deed, and save for an Extraordinary Resolution (which requires at least 21 days' notice) (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given), at least 14 days' notice (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the Unitholders in the manner provided in the Trust Deed. Each notice shall specify the place, day and hour of the meeting, and the terms of the resolutions to be proposed. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolutions in respect of such special business.

The quorum at a meeting shall not be less than two Unitholders (whether present in person or by proxy) together holding or representing one-tenth in value of all the Units for the time being in issue.

All meetings convened shall be held in Singapore.

Subject to the prevailing listing rules by the SGX-ST, voting at a meeting shall be by poll. Unitholders do not have different voting rights on account of the number of votes held by a particular Unitholder. On a poll, every Unitholder has one vote for each Unit of which it is the Unitholder. The Trust Deed does not contain any limitation on non-Singapore resident or foreign Unitholders holding Units or exercising the voting rights with respect to their Unitholdings.

Neither the Manager nor any of its Associates shall be entitled to vote or be counted as part of a quorum at a meeting convened to consider a matter in respect of which the Manager or any of its Associates has a material interest save for an Ordinary Resolution duly proposed to remove the Manager, in which case, no Unitholder shall be disenfranchised.

For so long as the Manager is the manager of Digital Core REIT, the controlling shareholders (as defined in the Listing Manual) of the Manager and of any of its Associates are prohibited from voting or being counted as part of a quorum for any meeting of Unitholders convened to consider a matter in respect of which the relevant controlling shareholders of the Manager and of any of its Associates have a material interest.

Electronic Communications

The Manager may send documents, including notices, circulars and annual reports, using electronic communications to a Unitholder if there is express consent from that Unitholder.

In addition, by subscribing for the Units under the Offering, Unitholders are deemed to have consented to the use of electronic communications to send documents, including circulars and annual reports via either:

- (A) Deemed Consent provided that the Manager has separately notified the Unitholder directly in writing on at least one occasion of the following:
 - (i) that the Unitholder has a right to elect, within a time specified in the notice from Digital Core REIT, whether to receive documents in either electronic or physical copies;
 - (ii) that if the Unitholder does not make an election, documents will be sent to the Unitholder by way of electronic communications;
 - (iii) the manner in which electronic communications will be used is the manner specified in the Trust Deed;
 - (iv) that the election is a standing election, but that the Unitholder may make a fresh election at any time; and
 - (v) until the Unitholder makes a fresh election, the election that is conveyed to Digital Core REIT last in time prevails over all previous elections as the Unitholder's valid and subsisting election in relation to all documents to be sent; or
- (B) Implied Consent provided that the Manager shall inform the Unitholder as soon as practicable of how to request a physical copy of that document from the issuer. The Manager shall provide a physical copy of that document upon such request.

The Trust Deed:

- (i) provides for the use of electronic communications;
- (ii) specifies the manner in which electronic communications is to be used; and
- (iii) (a) (in the case of deemed consent) specifies that the Unitholder will be given an opportunity to elect within a specified period of time, whether to receive such document by way of electronic communications or as a physical copy and (b) (in the case of implied consent) provides that the Unitholder shall agree to receive such document by way of such electronic communications and shall not have a right to elect to receive a physical copy of such document.

Notwithstanding the above, the Manager shall send the following documents to Unitholders by way of physical copies:

- (1) forms or acceptance letters that shareholders may be required to complete;
- (2) notice of meetings, excluding circulars or letters referred in that notice;
- (3) notices and documents relating to takeover offers and rights issues; and
- (4) notices under Listing Rules 1211 and 1212.

Tax Compliance

The Manager is responsible for ensuring that Digital Core REIT complies with all taxation matters applicable to it, including but not limited to entering into a withholding foreign partnership agreement with the IRS. The Manager shall (or shall instruct the Trustee to) tend to any registrations, notifications, filings or other reporting requirements imposed as a consequence of the foregoing.

Manager US Sub shall serve as the “partnership representative” of Digital Core REIT under U.S. tax rules regarding partnership audits.

DECLARATION OF UNITHOLDINGS

Duty of Manager to Make Disclosure

Pursuant to Section 137ZC of the SFA, where the Manager acquires or disposes of interests in Units or debentures or units of debentures of Digital Core REIT, or the Manager has been notified in writing by, *inter alia*, a Substantial Unitholder or director or Chief Executive Officer of the Manager pursuant to the unitholdings disclosure requirements of the SFA as set out below, the Manager shall announce such information via SGXNET and in such form and manner as the Authority may prescribe as soon as practicable and in any case no later than the end of the Business Day following the day on which the Manager became aware of the acquisition or disposal or received the notice.

Substantial Unitholdings

Pursuant to Sections 135 to 137B of the SFA (read with Section 137U of the SFA), Substantial Unitholders are required to notify the Manager and the Trustee within two Business Days after becoming aware of their becoming a Substantial Unitholder, any subsequent change in the percentage level of their interest(s) in Units (rounded down to the next whole number) or their ceasing to be a Substantial Unitholder.

Directors and Chief Executive Officer of the Manager

Pursuant to Section 137Y of the SFA, directors and chief executive officers of the Manager are required to, within two Business Days, notify the Manager of their acquisition of interest in Units or of changes to the number of Units which they hold or in which they have an interest.

A director or chief executive officer of the Manager is deemed to have an interest in Units in the following circumstances:

- Where the director or chief executive officer is the beneficial owner of a Unit (whether directly through a direct securities account or sub-account maintained by a Depositor (as defined in Section 130A of the Companies Act) with CDP (“**Securities Account**”) or indirectly through a depository agent or otherwise).

- Where a body corporate is the beneficial owner of a Unit and the director or chief executive officer is entitled to exercise or control the exercise of not less than 20.0% of the votes attached to the voting shares in the body corporate.
- Where the director's or chief executive officer's (i) spouse or (ii) son, adopted son, stepson, daughter, adopted daughter or step-daughter below the age of 21 years has any interest in a Unit.
- Where the director or chief executive officer, his (i) spouse or (ii) son, adopted son, stepson, daughter, adopted daughter or step-daughter below the age of 21 years:
 - has entered into a contract to purchase a Unit;
 - has a right to have a Unit transferred to any of them or to their order, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not;
 - has the right to acquire a Unit under an option, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not; or
 - is entitled (otherwise than by reason of any of them having been appointed a proxy or representative to vote at a meeting of Unitholders) to exercise or control the exercise of a right attached to a Unit, not being a Unit of which any of them is the holder.
- Where the property subject to a trust consists of or includes a Unit and the director or chief executive officer knows or has reasonable grounds for believing that he has an interest under the trust and the property subject to the trust consists of or includes such Unit.

THE TRUSTEE

The trustee of Digital Core REIT is Perpetual (Asia) Limited. It is a company incorporated in Singapore on 30 December 2005 with a paid-up capital of S\$9,024,811 as at the Latest Practicable Date. It is an indirect wholly-owned subsidiary of Perpetual Limited, one of the largest independent trustees in Australia and is listed on the Australian Securities Exchange. The Trustee is licenced as a trust company under the Trust Companies Act. It is approved to act as a trustee for authorised collective investment schemes under Section 289(1) of the SFA and is regulated by the MAS. It also holds a capital markets services licence for the provision of custodial services for securities. The Trustee acts as trustee to Singapore-listed REITs, unit trusts, private funds and trustee to institutional and retail debt issues including bonds and notes. Its registered office is located at 8 Marina Boulevard, #05-02 Marina Bay Financial Centre, Singapore 018981. The Trustee holds the assets of Digital Core REIT on trust for the benefit of the Unitholders of Digital Core REIT, safeguards the rights and interests of the Unitholders of Digital Core REIT and exercises all the powers of a trustee and the powers accompanying ownership of the properties in Digital Core REIT.

The Trustee is independent of the Manager.

Powers, Duties and Obligations of the Trustee

The Trustee's powers, duties and obligations are set out in the Trust Deed. The powers and duties of the Trustee include:

- acting as trustee of Digital Core REIT and, in such capacity, safeguarding the rights and interests of the Unitholders, for example, by satisfying itself that transactions it enters into for and on behalf of Digital Core REIT with a Related Party of the Manager, the Trustee or Digital

Core REIT are conducted on normal commercial terms, are not prejudicial to the interests of Digital Core REIT or the Unitholders, and in accordance with all applicable requirements under the Property Funds Appendix and/or the Listing Manual relating to the transaction in question;

- holding the assets of Digital Core REIT on trust for the benefit of the Unitholders in accordance with the Trust Deed; and
- exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of Digital Core REIT.

The Trustee has covenanted in the Trust Deed that it will exercise all due care, diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unitholders.

In the exercise of its powers, the Trustee may (on the recommendation of the Manager) and subject to the provisions of the Trust Deed, acquire or dispose of any real or personal property, borrow and encumber any asset.

The Trustee may, subject to the provisions of the Trust Deed, appoint and engage:

- a person or entity to exercise any of its powers or perform its obligations; and
- any real estate agents or managers or service providers or such other persons, including a Related Party of the Manager on an arm's length basis and on normal commercial terms, in relation to the project management, development, leasing, lease management, marketing, property management, purchase or sale of any real estate assets and real estate related assets.

Subject to the Trust Deed and the Property Funds Appendix, the Manager may direct the Trustee to borrow or raise money or obtain other financial accommodation for the purposes of Digital Core REIT, both on a secured and unsecured basis.

The Trustee must carry out its functions and duties and comply with all the obligations imposed on it as set out in the Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the Take-over Code, any tax ruling and all other relevant laws. It must retain Digital Core REIT's assets, or cause Digital Core REIT's assets to be retained, in safe custody and cause Digital Core REIT's accounts to be audited. Pursuant to the Trust Deed, it can appoint any custodian, joint-custodian or sub-custodian (including, without limitation, any Related Party of the Trustee) in relation to the whole or any part of Digital Core REIT's assets. It can appoint valuers to value the real estate assets and real estate related assets of Digital Core REIT.

The Trustee is not personally liable to a Unitholder in connection with the office of the Trustee except in respect of its own fraud, gross negligence, wilful default, breach of the Trust Deed or breach of trust. Any liability incurred and any indemnity to be given by the Trustee shall be limited to the assets of Digital Core REIT over which the Trustee has recourse, provided that the Trustee has acted without fraud, gross negligence, wilful default or breach of the Trust Deed. The Trust Deed contains certain indemnities in favour of the Trustee under which it will be indemnified out of the assets of Digital Core REIT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

Retirement and Replacement of the Trustee

The Trustee may retire or be replaced under the following circumstances:

- The Trustee shall not be entitled to retire voluntarily except upon the appointment of a new trustee (such appointment to be made in accordance with the provisions of the Trust Deed).
- The Trustee may be removed by notice in writing to the Trustee by the Manager:
 - if the Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the Trustee;
 - if the Trustee ceases to carry on business;
 - if the Trustee fails or neglects after reasonable notice from the Manager to carry out or satisfy any material obligation imposed on the Trustee by the Trust Deed;
 - if the Trustee is in breach of any material obligation imposed on the Trustee by the Trust Deed, and such breach has not been cured or remedied within 60 days of receipt of written notice of such breach from the Manager, provided that at the end of 60 days, the cure period may be extended for such other period as may be agreed between the Manager and the Trustee;
 - if the Unitholders, by Extraordinary Resolution duly passed at a meeting of Unitholders held in accordance with the provisions of the Trust Deed, and of which not less than 21 days' notice has been given to the Trustee and the Manager, shall so decide; or
 - if the MAS directs that the Trustee be removed.

Trustee's Fee

Pursuant to Clause 15.4 of the Trust Deed, the Trustee's fee shall not exceed 0.015% per annum of value of the Deposited Property, subject to a minimum amount of S\$15,000 per month, excluding out-of-pocket expenses and GST. The Trustee's fee is accrued daily and will be paid monthly in arrears in accordance with the Trust Deed.

Any increase in the maximum permitted amount or any change in the structure of the Trustee's fee must be approved by an Extraordinary Resolution at a Unitholders' meeting duly convened and held in accordance with the provisions of the Trust Deed.

TERMINATION OF DIGITAL CORE REIT

Under the provisions of the Trust Deed, the duration of Digital Core REIT shall end on the earliest of:

- such date as may be provided under applicable laws and regulations;
- the date on which Digital Core REIT is terminated by the Manager in such circumstances as set out under the provisions of the Trust Deed as described below; or
- the date on which Digital Core REIT is terminated by the Trustee in such circumstances as set out under the provisions of the Trust Deed as described below.

The Manager may in its absolute discretion terminate Digital Core REIT by giving notice in writing to all Unitholders or, as the case may be, the Depository and the Trustee not less than three months in advance and to the MAS not less than seven days before the termination in any of the following circumstances:

- if any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable for Digital Core REIT to exist;
- if the NAV of the Deposited Property shall be less than S\$50.0 million after the end of the first anniversary of the date of the Trust Deed or any time thereafter; and
- if at any time Digital Core REIT becomes unlisted after it has been listed.

Subject to the SFA and any other applicable law or regulation, Digital Core REIT may be terminated by the Trustee by notice in writing in any of the following circumstances:

- if the Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the Manager or if any encumbrancer shall take possession of any of its assets or if it shall cease business and the Trustee fails to appoint a successor manager in accordance with the provisions of the Trust Deed;
- if any law shall be passed which renders it illegal or in the opinion of the Trustee impracticable or inadvisable for Digital Core REIT to exist; and
- if within the period of three months from the date of the Trustee expressing in writing to the Manager the desire to retire, the Manager shall have failed to appoint a new trustee in accordance with the provisions of the Trust Deed.

The decision of the Trustee in any of the events specified above shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate Digital Core REIT pursuant to the paragraph above or otherwise. The Manager shall accept the decision of the Trustee and relieve the Trustee of any liability to it and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

Generally, upon the termination of Digital Core REIT, the Trustee shall, subject to any authorisations or directions given to it by the Manager or the Unitholders pursuant to the Trust Deed, sell the Deposited Property and repay any borrowings incurred on behalf of Digital Core REIT in accordance with the Trust Deed (together with any interest accrued but remaining unpaid) as well as all other debts and liabilities in respect of Digital Core REIT before distributing the balance of the Deposited Property to the Unitholders in accordance with their proportionate interests in Digital Core REIT.

CERTAIN AGREEMENTS RELATING TO DIGITAL CORE REIT AND THE PROPERTIES

The agreements discussed in this section are complex documents and the following is a summary only. Investors should refer to the agreements themselves to confirm specific information or for a detailed understanding of Digital Core REIT. The agreements are available for inspection at the principal place of business of the Manager at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315 (prior appointment would be appreciated).

SPONSOR RIGHT OF FIRST REFUSAL AGREEMENT

On 21 November 2021, the Sponsor and the Trustee entered into a Right of First Refusal Agreement, under which the Sponsor has granted a global right of first refusal (the “**Sponsor ROFR**”) to the Trustee on the terms set forth below for so long as:

- (i) Digital Core REIT is listed on and quoted for on the SGX-ST;
- (ii) Digital Core REIT Management Pte. Ltd. or any of its related corporations (or any other subsidiary of the Sponsor) remains the manager of Digital Core REIT;
- (iii) the Sponsor and/or any of its subsidiaries or related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of Digital Core REIT; and
- (iv) the Sponsor and/or any of its subsidiaries or related corporations, alone or in aggregate, remains as a controlling unitholder of Digital Core REIT,

(the “**ROFR Period**”).

For the purposes of the Sponsor ROFR:

- (a) “**control**” means the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company, real estate investment trust or other entity (as the case may be);
- (b) a “**controlling shareholder**” means a person who:
 - (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting shares of or other voting equity interests in the relevant company; or
 - (ii) in fact, exercises control over the relevant company;
- (c) a “**controlling unitholder**” in relation to Digital Core REIT means a person who:
 - (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting units in Digital Core REIT; or
 - (ii) in fact, exercises control over Digital Core REIT;
- (d) a “**related corporation**” has the meaning ascribed to it in the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”);
- (e) a “**Relevant Entity**” means the Sponsor or any of its existing or future subsidiaries (which shall exclude any subsidiaries listed on any recognised stock exchange) or existing or future private funds managed by the Sponsor (“**Sponsor Private Funds**”);

- (f) a “**Relevant Asset**” refers to a completed and stabilised income-producing real estate asset held by a Relevant Entity that qualifies as a Sponsor Stabilised Income-Producing Real Estate Asset, located globally, that is used primarily for data centre purposes or as an asset necessary to support the digital economy. Where such completed and stabilised income-producing real estate asset is held by a Relevant Entity through a special purpose company, vehicle or entity (an “**SPV**”) established solely to own such real estate asset, the term “**Relevant Asset**” shall refer to the shares or equity interests, as the case may be, in that SPV or such real estate asset, as applicable. Where such real estate asset is co-owned by a Relevant Entity as a tenant-in-common, the term “**Relevant Asset**” shall refer to the ownership share of the Relevant Entity in such real estate asset;
- (g) a “**Sponsor stabilised income-producing real estate asset**” means an operating real estate asset majority-owned by the Sponsor or any of its Subsidiaries, which meets the following criteria as at the date of the written notice of the Proposed Disposal:
- achieved a minimum occupancy of at least 90%;
 - achieved an average rental rate at least comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of the Relevant Asset;
 - the Manager having notified the Sponsor that Digital Core REIT is satisfied that there are no material asset enhancement initiatives required within two years of the Proposed Disposal; and
 - the Manager having notified the Sponsor that such real estate asset is suitable for acquisition by Digital Core REIT, taking into account market conditions at the time of the written notice of the Proposed Disposal; and
- (h) a “**subsidiary**” (x) in the case of a corporation, has the meaning ascribed to it in the Companies Act, and (y) in the case of a limited partnership or other form of legal entity, means an entity under the (direct or indirect) control of the Sponsor where a majority of the limited partner or other ownership interests in such entity are owned, directly or indirectly, by the Sponsor.

Under the Sponsor ROFR, the Sponsor shall issue a written notice to the Trustee of any proposed offer by a Relevant Entity to sell any Relevant Asset at any time on or after the Listing Date and during the ROFR Period (a “**Proposed Disposal**”). If a Proposed Disposal is to be structured as a sale of a portfolio of properties that includes one or more Relevant Assets, any exercise by the Trustee of the Sponsor ROFR must be the entire portfolio of properties.

In the event of a proposed sale by a Relevant Entity of a Relevant Asset during the ROFR Period, the Sponsor shall seek the consent of the relevant holding entity(ies), third party(ies), other shareholder(s), investor(s) or private fund investor(s) (as the case may be) (each, a “**Relevant Party**”) to offer the Relevant Asset to Digital Core REIT where the Relevant Asset is owned jointly by a Relevant Entity together with one or more third parties and if consent of any Relevant Party to offer the Relevant Asset to Digital Core REIT is required. Where any such consent is not given, the Sponsor ROFR will not apply to the sale of such Relevant Asset.

Where the Sponsor is required to seek the consent of a Relevant Party pursuant to the terms of the Sponsor ROFR, the Sponsor shall use good faith to seek such consent. In this regard, the Sponsor would present the details (including benefits, if any) of the Sponsor ROFR to the Relevant Party and respond to queries from the Relevant Party regarding the Sponsor ROFR. If the Relevant Party either does not consent to the offer of the applicable Relevant Asset to Digital Core REIT pursuant to the Sponsor ROFR or requires the Sponsor (or any subsidiary thereof) to provide

some benefit as a condition to the consent, the Sponsor would not be obligated to continue to pursue seeking the Relevant Party's consent for the provision of the Sponsor ROFR. While the Sponsor is not obligated to continue to pursue seeking the Relevant Party's consent for the provision of the Sponsor ROFR, the Sponsor may at its sole discretion decide to continue to pursue seeking the Relevant Party's consent for the provision of the Sponsor ROFR. The Sponsor's Secretariat shall maintain a record of all the consents sought from the Relevant Parties and the responses received from the Relevant Parties. In the event that a Relevant Party does not provide the consent and the Relevant Asset is sold to a party other than Digital Core REIT or a subsidiary thereof, upon completion of the sale, a copy of such record in relation to such Relevant Asset would be provided to the Audit Committee of the Manager.

For the avoidance of doubt, the grant by any Relevant Entity of a lease (including a long-term lease) over any such Relevant Asset (or any part thereof) for a rent or other service income shall not constitute or be deemed to constitute a Proposed Disposal.

The Sponsor ROFR is subject to the Trustee giving confidentiality undertakings on customary and usual terms. The written notice of the Proposed Disposal shall be accompanied by copies of the proposed term sheet or offer documents (as applicable) for the proposed sale and other supporting documentation as may be reasonably available to the Sponsor (which shall include the indicative price for the Relevant Asset and the material terms and conditions of the Proposed Disposal) in connection with the relevant Proposed Disposal (collectively, the "**Transaction Documents**") made by, or made available to, the Relevant Entity.

The Sponsor ROFR will:

- (i) be subject to any prior overriding contractual obligations which the Relevant Entity may have in relation to the Relevant Assets and/or to the third parties that hold interests in these Relevant Assets;
- (ii) not apply to any sale or other disposal of any Relevant Asset or any interest therein by a Relevant Entity to another Relevant Entity (other than a Sponsor Private Fund) or to any other related corporation of such Relevant Entity, provided that the Sponsor continues to maintain the same level of interest in the Relevant Asset, in each case so long as the (direct or indirect) percentage ownership interest of the Sponsor in the Relevant Asset does not decrease as a result of the consummation of such sale or other disposal transaction;
- (iii) not apply to a change of control of (or issuance or sale of equity in) the Sponsor or any other transaction involving the issuance, sale or other transfer of equity interests in any Relevant Entity other than an SPV (for clarity, for purposes of this clause (iii), the term "SPV" shall also include any Relevant Entity whose only assets comprise one or more other SPVs); and¹
- (iv) be subject to the applicable laws, regulations and government policies and the Listing Manual of the SGX-ST.

¹ The rationale for the carve-out is because in the event where the Sponsor were to sell part of its business as a single transaction which includes data centres and assets other than data centres (such as operating companies and other investments), such transaction should not be part of the ROFR. For the avoidance of doubt, if the Sponsor were to sell a portfolio of data centre assets (and all of which fall within the investment mandate of Digital Core REIT) whether directly or indirectly (through the sale of an SPV), such sale would be subject to the ROFR. In addition, in the event that the Sponsor were to sell off a part of its business in a single transaction which includes assets, operations and businesses which do not form part of the ROFR and hence investment mandate of Digital Core REIT, Digital Core REIT would not be able to buy the asset as it would be acquiring assets which are not part of its investment mandate.

In the event that:

- (i) the Trustee fails to or does not indicate in writing to the Sponsor its interest in purchasing the Relevant Asset within 15 days (or such other period as may be mutually agreed by the Trustee and the Relevant Entity) from the date of the Trustee's receipt of the written notice of the Proposed Disposal together with the relevant Transaction Documents;
- (ii) the Trustee fails to or does not enter into a binding commitment (in the form of a sale and purchase agreement or a put and call option agreement, whether conditional or unconditional) for the purchase of the Relevant Asset within 60 days (or such other period as may be mutually agreed by the Trustee and the Sponsor) from the date of the Trustee's receipt of the written notice of the Proposed Disposal together with the relevant Transaction Documents; or
- (iii) the proposed acquisition of the Relevant Asset is aborted by the Trustee,

the Trustee shall be deemed to have waived the Sponsor ROFR with respect to such Relevant Asset(s), in which event the Relevant Entity shall be entitled to sell such Relevant Asset(s) to a third party at a price at least equal to the indicative price set forth in the written notice of the Proposed Disposal and otherwise on terms and conditions (taken as a whole) not more favourable to the third party (other than in insignificant respects) than those set forth in the applicable written notice and Transaction Documents provided to the Trustee as determined by the Manager (acting reasonably).

The parties agree that for the purposes of determining whether the terms offered by Digital Core REIT as being less favourable to that offered to the third party, the mere fact that (i) the Proposed Disposal is subject to approval of the unitholders of Digital Core REIT, or (ii) the Proposed Disposal would be conditioned upon obtaining foreign investment or other regulatory approvals related to the identity, business or unitholders of Digital Core REIT or any subsidiary thereof, would not by themselves result in the terms offered by Digital Core REIT as being less favourable to that offered to the third party (even if there is no such similar condition in the offer to the third party).

However, if the completion of the disposal of the Relevant Assets by the Relevant Entity to the third party does not occur within 12 months from the date of the written notice of the Proposed Disposal, any proposal to sell such Relevant Asset after the aforesaid 12-month period shall then remain subject to the Sponsor ROFR in accordance with the foregoing terms.

REVERSE RIGHT OF FIRST REFUSAL AGREEMENT¹

On 21 November 2021, the Sponsor, the Manager and the Trustee entered into a Reverse Right of First Refusal Agreement, under which the Trustee and the Manager (in each case, on behalf of Digital Core REIT) have granted a global right of first refusal (the "**Reverse ROFR**") to the Sponsor, on the terms set forth below for so long as:

- (i) Digital Core REIT is listed on and quoted for on the SGX-ST;
- (ii) Digital Core REIT Management Pte. Ltd. or any of its related corporations (or any other subsidiary of the Sponsor) remains the manager of Digital Core REIT;

¹ The Manager is of the view that Unitholders' interests are safeguarded as the Reverse ROFR will not trigger the sale of an asset and will only come into play in the event Digital Core REIT elects to sell an asset. In addition, the Reverse ROFR will not prevent Digital Core REIT from maximising value from the sale of an asset. The Reverse ROFR will merely provide the Sponsor the opportunity to match the most favourable terms offered by Digital Core REIT to potential third-party purchasers.

- (iii) the Sponsor and/or any of its subsidiaries or related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of Digital Core REIT; and
- (iv) the Sponsor and/or any of its subsidiaries or related corporations, alone or in aggregate, remains as a controlling unitholder of Digital Core REIT,

(the “**ROFR Period**”).

For the purposes of the Reverse ROFR:

- (a) “**control**” means the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company, real estate investment trust or other entity (as the case may be);
- (b) a “**controlling shareholder**” means a person who:
 - (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting shares of or other voting equity interests in the relevant company; or
 - (ii) in fact, exercises control over the relevant company;
- (c) a “**controlling unitholder**” in relation to Digital Core REIT means a person who:
 - (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting units in Digital Core REIT; or
 - (ii) in fact, exercises control over Digital Core REIT;
- (d) a “**related corporation**” has the meaning ascribed to it in the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”);
- (e) a “**Relevant Entity**” means Digital Core REIT or any of its existing or future subsidiaries (which shall exclude any subsidiaries listed on any recognised stock exchange);
- (f) a “**Relevant Asset**” refers to a real estate asset located anywhere in the world that is used primarily for data centre purposes or as an asset necessary to support the digital economy. Where such real estate asset is held by a Relevant Entity through a special purpose company, vehicle or entity (an “**SPV**”) established solely to own such real estate asset, the term “**Relevant Asset**” shall refer to the shares or equity interests, as the case may be, in that SPV or such real estate asset, as applicable. Where such real estate asset is co-owned by a Relevant Entity as a tenant-in-common, the term “**Relevant Asset**” shall refer to the ownership share of the Relevant Entity in such real estate asset; and
- (g) a “**subsidiary**” (x) in the case of a corporation, has the meaning ascribed to it in the Companies Act, and (y) in the case of a limited partnership or other form of legal entity, means an entity under the (direct or indirect) control of Digital Core REIT where a majority of the limited partner or other ownership interests in such entity are owned, directly or indirectly, by Digital Core REIT.

Under the Reverse ROFR, the Trustee or the Manager shall issue a written notice to the Sponsor of any proposed offer by a Relevant Entity to sell any Relevant Asset at any time on or after the Listing Date and during the ROFR Period (a “**Proposed Disposal**”).

In the event of a proposed sale by a Relevant Entity of a Relevant Asset during the ROFR Period, the Manager shall seek the consent of the relevant holding entity(ies), third party(ies), other shareholder(s), or investor(s) (as the case may be) (each, a “**Relevant Party**”) to offer the Relevant Asset to the Sponsor where the Relevant Asset is owned jointly by a Relevant Entity together with one or more third parties and if consent of any of Relevant Party to offer the Relevant Asset to the Sponsor is required. Where such consent is not given, the Reverse ROFR will not apply to the sale of such Relevant Asset.

Where the Manager is required to seek the consent of a Relevant Party pursuant to the terms of the Reverse ROFR, the Manager shall use good faith to seek such consent. In this regard, the Manager would present the details (including benefits, if any) of the Reverse ROFR to the Relevant Party and respond to queries from the Relevant Party regarding the Reverse ROFR. If the Relevant Party either does not consent to the offer of the applicable Relevant Asset to the Sponsor pursuant to the Reverse ROFR or requires the Manager, the Trustee or Digital Core REIT (or any subsidiary thereof) to provide some benefit as a condition to the consent, the Manager would not be obligated to continue to pursue seeking the Relevant Party’s consent for the provision of the Reverse ROFR.

For the avoidance of doubt, the grant by any Relevant Entity of a lease (including a long-term lease) over any such Relevant Asset (or any part thereof) for a rent or other service income shall not constitute or be deemed to constitute a Proposed Disposal.

The Reverse ROFR is subject to the Sponsor giving confidentiality undertakings on customary and usual terms. The written notice of the Proposed Disposal shall be accompanied by copies of the proposed term sheet or offer documents (as applicable) for the proposed sale and other supporting documentation as may be reasonably available to the Trustee and/or the Manager (which shall include the indicative price for the Relevant Asset and the terms and conditions of the Proposed Disposal) in connection with the relevant Proposed Disposal (collectively, the “**Transaction Documents**”) made by, or made available to, the Relevant Entity.

The Reverse ROFR will:

- (i) be subject to any prior overriding contractual obligations which the Relevant Entity may have in relation to the Relevant Assets and/or to the third parties that hold interests in these Relevant Assets;
- (ii) not apply to any sale or other disposal of any Relevant Asset or any interest therein by a Relevant Entity to another Relevant Entity or to any other related corporation of such Relevant Entity, in each case so long as the (direct or indirect) percentage ownership interest of Digital Core REIT in the Relevant Asset does not decrease as a result of the consummation of such sale or other disposal transaction;
- (iii) not apply to a change of control of (or issuance or sale of equity in) Digital Core REIT or any other transaction involving the issuance, sale or other transfer of equity interests in any Relevant Entity other than an SPV (for clarity, for purposes of this clause (iii), the term “SPV” shall also include any Relevant Entity whose only assets comprise one or more other SPVs); and
- (iv) be subject to the applicable laws, regulations and government policies and the Listing Manual of the SGX-ST.

In the event that:

- (i) the Sponsor fails to or does not indicate in writing to the Trustee its interest in purchasing the Relevant Asset within 15 days (or such other period as may be mutually agreed by the Sponsor and the Relevant Entity) from the date of the Sponsor's receipt of the written notice of the Proposed Disposal together with the relevant Transaction Documents;
- (ii) the Sponsor fails to or does not enter into a binding commitment (in the form of a sale and purchase agreement or a put and call option agreement, whether conditional or unconditional) for the purchase of the Relevant Asset within 60 days (or such other period as may be mutually agreed by the Sponsor and the Trustee) from the date of the Sponsor's receipt of the written notice of the Proposed Disposal together with the relevant Transaction Documents; or
- (iii) the proposed acquisition of the Relevant Asset is aborted by the Sponsor,

the Sponsor shall be deemed to have waived the Reverse ROFR with respect to such Relevant Asset, in which event the Relevant Entity shall be entitled to sell such Relevant Asset to a third party at a price at least equal to the indicative price set forth in the written notice of the Proposed Disposal and otherwise on terms and conditions (taken as a whole) not more favourable to the third party (other than in insignificant respects) than those set forth in the applicable written notice and Transaction Documents provided to the Sponsor.

The parties agree that for the purposes of determining whether the terms offered by the Sponsor as being less favourable to that offered to the third party, the mere fact that the Proposed Disposal is subject to approval of the shareholders or unitholders of the Sponsor would not by itself result in the terms offered by the Sponsor as being less favourable to that offered to the third party (even there is no such similar condition in the offer to the third party).

However, if the completion of the disposal of the Relevant Assets by the Relevant Entity to the third party does not occur within 12 months from the date of the written notice of the Proposed Disposal, any proposal to dispose of such Relevant Asset after the aforesaid 12-month period shall then remain subject to the Reverse ROFR in accordance with the foregoing terms.

CO-INVESTMENT AGREEMENT

On 21 November 2021, the Sponsor, the Manager, the Trustee and the Parent U.S. REIT entered into the Co-Investment Agreement, under which Digital Core REIT and the Trustee (on behalf of Digital Core REIT) have granted the Sponsor the right (at its option) to invest alongside Digital Core REIT (and its subsidiaries) in any real estate asset (or interest therein), acquired or otherwise invested in by Digital Core REIT after the Listing Date.

If the Sponsor exercises such right of co-investment, the applicable asset (or SPE owning such asset) would be acquired by and held through a limited liability company, limited partnership or similar entity that is owned 90% by Digital Core REIT (or a subsidiary thereof) and 10% by a subsidiary of the Sponsor, with the Sponsor (or its subsidiary, as applicable) contributing 10% of the acquisition or investment and associated transaction costs of the relevant asset. In connection with such co-investment, Digital Core REIT and the Sponsor will cause their respective subsidiaries that will own the equity interests in the applicable joint venture entity to execute a joint venture agreement on terms that are substantially the same as the Joint Venture Agreements, subject to such modifications as may be necessary or advisable to reflect the form and jurisdiction of organisation of the joint venture entity and any requirements of applicable law. If the Sponsor does not elect to exercise its right to co-invest alongside Digital Core REIT in the new asset within 15 days (or such other period as may be mutually agreed by the Sponsor and the Trustee) from the date of the Sponsor's receipt of the written notice of the proposed investment, Digital Core REIT will be able to acquire the asset through a subsidiary wholly-owned by Digital Core REIT or the Parent U.S. REIT.

If any such joint venture entity will be structured as a limited partnership, the limited partner interests in such limited partnership would be owned 90.0% by Digital Core REIT (or a subsidiary thereof) and 10.0% by the Sponsor (or a subsidiary thereof), as described above, and the general partner interest of such limited partnership would be held by a limited liability company or similar entity that is owned 90.0% by Digital Core REIT (or a subsidiary thereof) and 10.0% by the Sponsor (or a subsidiary thereof).

In the event that Digital Core REIT is acquiring less than a 100% interest in the applicable asset (or SPE owning such asset), the Sponsor will similarly have a co-investment right to invest in such partial interest alongside Digital Core REIT (and its subsidiaries) through a 90/10 joint venture, unless any third party holding any remaining interest in the applicable asset (or SPE owning such asset) (acting in its sole and absolute discretion and for any or no reason) will not permit the Sponsor to co-invest in such asset, in which case Digital Core REIT will be able to acquire the partial interest in the asset through a (direct or indirect) subsidiary wholly-owned by Digital Core REIT or the Parent U.S. REIT.

The Co-Investment Agreement will terminate automatically on the earlier to occur of (i) the date on which the Sponsor, together with its subsidiaries and related corporations, is no longer a controlling shareholder of the manager of Digital Core REIT, and (ii) the date on which the Sponsor, together with its subsidiaries and related corporations, is no longer a controlling unitholder of Digital Core REIT. As used in the Co-Investment Agreement, a “**controlling shareholder**” means a person who: (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting shares of or other voting equity interests in the relevant company, or (ii) in fact exercises control over the relevant company, and a “**controlling unitholder**” in relation to Digital Core REIT means a person who: (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting units in Digital Core REIT, or (ii) in fact exercises control over Digital Core REIT.

MASTER PROPERTY MANAGEMENT SERVICES AGREEMENT

On 21 November 2021, the Sponsor, the Manager, the Trustee and the Parent U.S. REIT entered into the Master Property Management Services Agreement, under which the Manager and the Trustee (on behalf of Digital Core REIT) agree that, if any real estate asset which is (or is to be) used primarily for data centre purposes is acquired (directly or indirectly) by Digital Core REIT, the Parent U.S. REIT or any of their respective subsidiaries on or after the Listing Date, Digital Core REIT and the Parent U.S. REIT will cause the SPE that owns such real estate asset to enter into a Property Management Agreement with a Property Manager (to be designated by the Sponsor) on substantially the same terms as the Property Management Agreements being entered into by the SPEs at the Closing under the Contribution and Sale Agreement, subject to any changes required by applicable law in the jurisdiction in which the relevant real estate asset is located.

The Master Property Management Services Agreement has a term of 15 years from the Listing Date and may thereafter be renewed for successive periods of one year if mutually agreed by the parties. The Master Property Management Services Agreement will also terminate automatically on the earlier to occur of (i) the date on which the Sponsor, together with its subsidiaries and related corporations, is no longer a controlling shareholder of the manager of Digital Core REIT, and (ii) the date on which the Sponsor, together with its subsidiaries and related corporations the Sponsor and/or any of its subsidiaries or related corporations, is no longer a controlling unitholder of Digital Core REIT. As used in the Master Property Management Services Agreement, a “**controlling shareholder**” means a person who: (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting shares of or other voting equity interests in the relevant company, or (ii) in fact exercises control over the relevant company, and a “**controlling unitholder**” in relation to Digital Core REIT means a person who: (i) holds directly or indirectly 15.0% or more of the nominal amount of all voting units in Digital Core REIT, or (ii) in fact exercises control over Digital Core REIT.

CONTRIBUTION AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

On 21 November 2021, the Sponsor, the Manager, the Parent U.S. REIT and Singapore Sub 3 entered into the Contribution and Sale Agreement, pursuant to which prior to the listing of Digital Core REIT on the Main Board of the SGX-ST on the Listing Date (referred to herein as the “Closing Date”):

- (a) The Sponsor will cause Digital CR Singapore Investor, LLC, a wholly-owned subsidiary of the Sponsor (referred to herein as “**Sponsor Investor**”), to contribute, assign, transfer and convey to the applicable U.S. JV either fee simple title to a Property (in the case of the six Contributed Properties located in the State of California) or all of the membership interests in the Contributed SPE that holds the relevant Property (in the case of the three Properties located in the State of Virginia), in exchange for a 10.0% interest in each of the U.S. JVs and a special distribution equal to the aggregate Cash Capital Contributions (defined below);
- (b) The Parent U.S. REIT to make a cash capital contribution to each U.S. JV in an amount equal to 90.0% of the value allocated to the applicable Property or membership interests that are contributed by Sponsor Investor to such U.S. JV as set forth in the Contribution and Sale Agreement (referred to herein, collectively, as the “Cash Capital Contributions”), in exchange for a 90.0% interest in each of the U.S. JVs; and
- (c) Singapore Sub 3 will purchase 90.0% of the membership interests in the Canadian JV (referred to herein as the “**Purchased Interests**”) from the Sponsor for a purchase price equal to 90.0% of the value allocated to the Canadian JV as set forth in the Contribution and Sale Agreement (referred to herein as the “Purchase Price” and, together with the Cash Capital Contributions, the “**Closing Payment**”), and the Sponsor will immediately thereafter contribute the remaining 10.0% membership interest in the Canadian JV to Sponsor Investor.

Closing Payment; Adjustments to Closing Payment and Pro-rations¹

Under the Contribution and Sale Agreement, the aggregate Closing Payment will be equal to US\$1,296.5 million, subject to pro-rations and adjustments² to be made in connection with the Closing, and such aggregate amount is allocated between each Contributed Property, Contributed SPE and the Purchased Interests as follows:

Asset to be Contributed or Sold	Name of Building/Address of Associated Property	Allocated Value (before pro-rations and adjustments)
Contributed SPE: Quill Equity, LLC	44520 Hastings Drive (ACC3)	US\$286.2 million
Contributed SPE: Porpoise Ventures, LLC	8217 Linton Hall Road (VA4)	US\$234.9 million
Contributed Property	3011 Lafayette Street	US\$166.5 million

1 The Sponsor and its affiliates will receive debits and credits against the initial Closing Payment pursuant to the Contribution and Sale Agreement. In the case of any adjustment to be made at Closing, the Cash Capital Contributions and Purchase Price, as applicable, shall be increased or decreased to reflect such adjustment. In the case of any adjustment to be made after Closing, subject to the terms of the Contribution and Sale Agreement, Sponsor, the Parent U.S. REIT and Singapore Sub 3 shall make such adjustment by payment of immediately available funds to the other within ten business days of the date such adjustment is determined. All income and expenses with respect to each Property will be apportioned as of 12:01 a.m. on the Closing Date, and such prorated items shall include, without limitation, rents, real estate taxes and personal property taxes, utility charges, amounts payable under the contracts related to the Properties, insurance premiums, and any and all other operating expenses relating to the Properties which are customarily prorated.

2 The adjustments would be based on the closing accounts of the relevant Property or the Contributed SPE.

Asset to be Contributed or Sold	Name of Building/Address of Associated Property	Allocated Value (before pro-rations and adjustments)
Contributed Property	1500 Space Park Drive	US\$101.7 million
Contributed Property	2401 Walsh Avenue	US\$100.8 million
Contributed Property	2403 Walsh Avenue	US\$62.3 million
Contributed Property	200 North Nash Street	US\$64.0 million
Contributed Property	3015 Winona Avenue	US\$52.0 million
Contributed SPE: GIP Stoughton, LLC	43831 Devin Shafron Drive (Bldg. C)	US\$45.1 million
Purchased Interests: 90% interest in the Canadian JV	371 Gough Road	US\$183.0 million

The aggregate Closing Payment is subject to customary closing adjustments typical for property transactions such as customer security deposits, pro-ration of rent and pro-ration of real estate taxes. All revenues and expenses from the operation of the applicable Property (including under leases and contracts) and real estate taxes and assessments will be pro-rated on the Closing Date and adjusted against the applicable Cash Capital Contribution or Purchase Price. Final pro-rations may be made: (i) with respect to collections for rent expenses 30 days after final reconciliation with the customers for the year in which closing occurs, (ii) with respect to real estate taxes 30 days after issuance of the final bill for such real estate taxes for the tax year in which the closing occurs or final resolution of any appeal thereon, and (iii) in all other cases, 180 days after the Closing Date. In addition, the Parent U.S. REIT, the applicable U.S. JV or Singapore Sub 3 will be responsible for payment of certain closing costs related to the consummation of the transactions under the Contribution and Sale Agreement, including costs for surveys, third party reports and escrow fees, and the Sponsor, as an indirect owner of the Parent U.S. REIT through its holding of Units in Digital Core REIT and as an owner of 10% of the membership interests in each U.S. JV, will indirectly bear its share of such closing costs. Closing costs generally include transfer taxes (if any) and the premiums for the title insurance policies.

Due Diligence

Digital Core REIT has conducted its own due diligence with respect to each Property, the Contributed SPEs and the Canadian JV, including environmental due diligence and review of the property-level documentation provided by the Sponsor, such as surveys, title commitments, leases and other contracts affecting the Properties, and environmental reports and property information. Digital Core REIT has also conducted its own review of title to each Property.

Assignment and Assumption of Contracts

With respect to the Contributed Properties, the Contribution and Sale Agreement provides for the assignment to and assumption by the applicable U.S. SPE of all of the leases and certain other contracts specifically scheduled therein related to the Contributed Property at the Closing, except that the existing property management agreements will be terminated and replaced with the Property Management Agreements to be entered into by each U.S. SPE with the relevant Property Manager at the Closing.

Casualty Events and Condemnation

In the event any Property in the IPO Portfolio suffers damage, destruction by fire or other casualty event that would require repair or restoration in an amount equal to or in excess of 10% of the fair market value of the relevant Property, the Parent U.S. REIT and Singapore Sub 3 the right, upon notice to the Sponsor, to either terminate the Contribution and Sale Agreement with respect to the relevant Contributed Property, Contributed SPE or the Purchased Interests, as applicable, or proceed to closing, in which case the Sponsor will provide the Parent U.S. REIT with a credit against the Cash Capital Contribution to the applicable U.S. JV or Singapore Sub 3 with a credit against the Purchase Price (as applicable), in each case equal to 90% of the costs and expenses required to repair or restore the relevant Property. If a casualty event would require less than 10% of the fair market value of the relevant Property in repair or restoration costs, the Sponsor will provide the Parent U.S. REIT with a credit against the Cash Capital Contribution to the applicable U.S. JV or Singapore Sub 3 with a credit against the Purchase Price (as applicable), in each case equal to 90% of the applicable insurance deductible.

In the event any governmental authority commences or threatens in writing to commence any condemnation proceeding, or other proceeding in eminent domain, with respect to all or any portion of any Property in the IPO Portfolio that would result in the loss of more than 5% of the fair market value of the relevant Property, result in any material reduction or restriction in access to the Property or have a materially adverse effect on the operation of the relevant Property or the business as conducted at the relevant Property, the Parent U.S. REIT has the right, upon notice to the Sponsor, to either terminate the Contribution and Sale Agreement with respect to the relevant Contributed Property, Contributed SPE or the Purchased Interests, or proceed to closing, in which case the Sponsor will assign to the applicable SPE all of the Sponsor's right, title and interest in all proceeds and awards from such condemnation.

"AS IS, WHERE IS"; Warranties

The Contribution and Sale Agreement provides for the Contributed Properties, Contributed SPEs and Purchased Interests to be conveyed on an "AS IS, WHERE IS" basis, with limited representations and warranties by each of the parties. The Sponsor's representations include, among others, that: (a) to the Sponsor's actual knowledge, the Sponsor has not received written notice from any governmental authority in the last 12 months of any violation of any laws that have not been corrected, (b) the Sponsor has not received written notice of any condemnation or eminent domain proceeding relating exclusively to any Property, and to the Sponsor's actual knowledge, no such proceeding is threatened, (c) other than "slip and fall" claims which are covered by insurance, the Sponsor has not received written notice of any pending proceeding, suit or government investigation (and, to the Sponsor's knowledge, none are threatened) against the Sponsor or any of its subsidiaries that arises out of the ownership of the relevant Property and which would materially affect such Property or any Contributed SPE, the consummation of the transactions contemplated under the Contribution and Sale Agreement or the Sponsor's ability to perform its obligations under the Contribution and Sale Agreement and (d) the copies of leases made available to the Parent U.S. REIT and Singapore Sub 3 are true, correct and complete copies of such leases in all material respects in the Sponsor's possession and each such lease is, to the Sponsor's knowledge, in full force and effect. The Sponsor's representations will survive for 180 days following the Closing Date. The Parent U.S. REIT's and Singapore Sub 3's rights to make a claim as a result of a breach of a representation by the Sponsor will be subject to certain limitations, including a minimum claim amount of US\$150,000 and a cap on damages.¹

¹ The cap on damages will be 1% of the allocated value of the applicable Contributed Property, Contributed SPE or Purchased Interests. The minimum claim amount and the cap on damages are in line with industry practices in the U.S.

Release

The Contribution and Sale Agreement provides for the Parent U.S. REIT, Singapore Sub 3 and their respective affiliates to waive and relinquish (other than those obligations that, by the express terms of the Contribution and Sale Agreement, survive closing) any and all rights and remedies they may then or thereafter have against the Sponsor, its successors and assigns, partners, members, trustees, officers, directors, agents, and representatives, whether known or unknown, arising from or in connection with any Property, the Purchased Interests or the Canadian JV, the Contributed SPEs, and/or the disclosure materials.

Conditions Precedent

The obligations of the Parent U.S. REIT to acquire (through its investment in the U.S. JVs) the Contributed Properties and Contributed SPEs and to concurrently make the aggregate Cash Capital Contributions to the U.S. JVs, and the obligations of Singapore Sub 3 to acquire the Purchased Interests in exchange for payment of the Purchase Price, are subject to certain conditions, including: (a) performance of the Sponsor's material obligations under the Contribution and Sale Agreement; (b) the accuracy of the Sponsor's representations and warranties in all material respects; (c) the irrevocable commitment by the specified title company to issue a title insurance policy for each Property insuring that fee simple legal title to the Property is vested in the applicable SPE subject only to agreed-upon exceptions; (d) no event or fact that materially affects the offering of Units contemplated hereby or the listing of the Units on the SGX-ST and the completion of certain other matters related to the Offering; and (e) the receipt of financing by Digital Core REIT and the Parent U.S. REIT to fund the Closing Payments and all closing costs that are the responsibility of the Parent U.S. REIT and Singapore Sub 3.

The Sponsor's obligations to cause Sponsor Investor to contribute the Contributed Properties and Contributed SPEs to the U.S. JVs and to sell the Purchased Interests to Singapore Sub 3 under the Contribution and Sale Agreement are also subject to certain conditions, including: (a) performance of the Parent U.S. REIT's and Singapore Sub 3's material obligations under the Contribution and Sale Agreement, (b) the accuracy of their respective representations in all material respects, (c) no event or fact that materially affects the offering of Units contemplated hereby or the listing of the Units on the SGX-ST; and (d) the receipt of financing by Digital Core REIT and the Parent U.S. REIT to fund the Closing Payments and all closing costs that are the responsibility of the Parent U.S. REIT and Singapore Sub 3.

Title Insurance and Title Exceptions

In accordance with the terms of the Contribution and Sale Agreement, the agreed-upon exceptions that will be permitted to be reflected in each title policy will include the following: (a) any lien to secure real estate taxes not yet due and payable, (b) all matters disclosed by the ALTA survey for the applicable Property¹, (c) all leases of the applicable Property, (d) all exceptions to title set forth in the title pro forma for the applicable Property, and (e) zoning ordinances and regulations and other laws or regulations governing use or enjoyment of the applicable Property.

Remedies Upon a Default

If a condition to a party's obligation to close under the Contribution and Sale Agreement is not met (and not waived by such party), then such party will have the right to terminate the Contribution and Sale Agreement, without limiting the rights of a party for a default by the other party as set forth below.

¹ The matters disclosed in the ALTA survey for the applicable Property relates to, among others, easements, covenants and water rights. See "Risk Factors – Risks Relating to the Properties – There are easements and grants affecting the Properties" for further details.

If the Sponsor fails to perform its covenants or obligations under the Contribution and Sale Agreement in any material respect such that the conditions to closing would not be satisfied, and such failure is not cured within 30 days of written notice (or such longer time as may be reasonably necessary to cure the same), then the Parent U.S. REIT and Singapore Sub 3, as their sole and exclusive remedy for such default, may terminate the Contribution and Sale Agreement (in which case the parties will have no further rights or obligations thereunder), or may elect to proceed to closing (in which case such default will be deemed to have been waived).

If the Parent U.S. REIT or Singapore Sub 3 fails to perform its covenants or obligations under the Contribution and Sale Agreement in any material respect such that the conditions to closing would not be satisfied, and such failure is not cured within 30 days of written notice (or such longer time as may be reasonably necessary to cure the same), then the Sponsor, as its sole and exclusive remedy for such default, may terminate the Contribution and Sale Agreement (in which case the parties will have no further rights or obligations thereunder), or may elect to proceed to closing (in which case such default will be deemed to have been waived).

JOINT VENTURE AGREEMENTS

At the Closing, the Parent U.S. REIT will cause Sponsor Investor to be admitted as an additional member of each U.S. JV, and the Sponsor will cause Sponsor Investor and Singapore Sub 3 to be admitted as members of the Canadian JV. In connection therewith, Sponsor Investor and the Parent U.S. REIT (in the case of the U.S. JVs), and Sponsor Investor and Singapore Sub 3 (in the case of the Canadian JV), will enter into an amended and restated limited liability company agreement (each, a “**Joint Venture Agreement**”) with respect to the relevant JV, which Joint Venture Agreement will govern the terms of their respective investments in the JV.

Business Purpose

Under each Joint Venture Agreement, the purpose of each JV will be to own, manage, repair, maintain, construct, finance, lease, sell and otherwise deal with a Property, which in each case will be owned by an SPE that is a wholly-owned subsidiary of the JV.

Capitalisation

Membership interests in each JV will be denominated in units. After giving effect to the Closing, the Parent U.S. REIT will hold 90% of the issued and outstanding units of each U.S. JV, and Singapore Sub 3 will own 90% of the issued and outstanding units of the Canadian JV. The remaining units of each JV will be owned by Sponsor Investor.

Governance

Under each Joint Venture Agreement, each JV will be governed by a board of directors responsible for the conduct of the business and affairs of the JV and its subsidiaries, subject to the requirement for unanimous consent of the members of the JV for certain specified reserved matters. After giving effect to the Closing, each board will comprise three directors, with two directors appointed by the Parent U.S. REIT or Singapore Sub 3 (as applicable)¹ and one appointed by Sponsor Investor. Irrespective of the number of directors appointed or in attendance at a board meeting, the directors appointed by each member will have an aggregate vote equal to such member’s percentage interest in the relevant JV. That is, in any vote of the board of directors, the directors appointed by Parent U.S. REIT or Singapore Sub 3 (as applicable) will

¹ It should be noted that the directors appointed by the Parent U.S. REIT or Singapore Sub 3 (as applicable) will take into account the requirements of Digital Core REIT when voting on matters. In this regard, in the event that certain matters require approval of the Unitholders, the directors would not approve the matters until the requisite Unitholders’ approvals have been obtained or the approval is given subject to the requisite Unitholders’ approval being obtained.

collectively carry a 90% vote. Actions by the board of directors shall require the affirmative vote of directors representing more than 50% of the vote, subject to the requirement for unanimous consent of the members of the relevant JV for certain specified reserved matters.

Each Property will be operated in accordance with an annual plan approved by the board of directors of the relevant JV within the parameters set forth in the Joint Venture Agreement (subject to permitted variances, including with respect to expenditures for non-discretionary expenses such as taxes, assessments, insurance premiums and utility charges, expenditures required for tenant improvement costs and leasing commissions under the terms of a lease, or other changes to operating expenditures that, together with all prior deviations for the applicable fiscal year, do not exceed an amount equal to 10% of the total annual budgeted operating expenditures in the annual plan). If the board of directors of the relevant JV does not approve all or any portion of the annual plan for any fiscal year, the prior year's annual plan will carry over (subject to adjustments to each line item to reflect any increase in the U.S. consumer price index, or to reflect contracted rental escalations or known customer departures or vacancies).

Each JV and its subsidiaries will be structured and operated in a manner consistent with the status of the Parent U.S. REIT and Digital Realty Trust, Inc. (the Sponsor's parent company) as a U.S. REIT.

The board of directors of a U.S. JV may at any time determine to cause the U.S. JV or its SPE to elect to be treated as a U.S. REIT (referred to herein as a "Springing REIT") and take all actions (including making any required entity classification elections) necessary to cause the U.S. JV or such SPE, as applicable, to be treated as such. In such event, the members of the U.S. JV shall work together in good faith to agree upon the modifications to the Joint Venture Agreement of such U.S. JV required to give effect to such change, and execute an amendment to the Joint Venture Agreement to give effect to such modifications.

If Digital Core REIT desires to dispose of any one of the Properties held by a U.S. JV, the exit can be structured as a sale of the interests of a "Springing REIT" which (directly or indirectly) owns the Property rather than a sale of the underlying real property, with the goal of simplifying legal transfer and eliminating certain otherwise applicable U.S. taxes on the transaction.

In the event that the board of directors of a JV proposes to sell its Property to a third party, the board of directors shall first notify the members of the JV of the purchase price at which it would be willing to sell the Property and provide each member with a right of first offer to elect (at its option) to purchase the Property at such price, or alternatively to purchase all of the units of the other member for a cash purchase price equal to the value of such units implied by such purchase price (based on the amount that would have been distributed to such other member had the JV had sold the Property at such price, paid 2% of such sale price in closing costs, repaid all financings encumbering the Property and distributed the proceeds from such sale to the members in accordance with the Joint Venture Agreement). However, if a director appointed by a member voted in favour of the proposed sale of the Property to a third party, such member will accordingly be deemed to have agreed to the proposed sale (subject in all cases to its right to approve the terms of the sale as a reserved matter, as described below) and will therefore not have the right to elect to purchase the Property (or the other member's units) for itself. If no member exercises such right of first offer within 60 days of the Property sale notice, the board of directors of the JV will be entitled to cause the JV to market the Property for sale (subject to approval of such sale by the members as a reserved matter, as described below). It should be noted that if the Parent U.S. REIT (or Singapore Sub 3) wishes to exit its investment in a given Property, Parent U.S. REIT (or Singapore Sub 3, as applicable) is always entitled to sell all of its units in the JV that holds such Property at any time, as further described in the section below captioned "Transfer; Right of First Offer; Tag-Along Rights."

Reserved Matters

Each Joint Venture Agreement will specify the following as reserved matters that require unanimous approval of the members of the relevant JV (which may be given or withheld in their discretion):

- Amendment of the Joint Venture Agreement or the organisational documents of the JV or any of its subsidiaries.
- Cessation or change in the nature of business conducted by the JV and its subsidiaries.
- Winding up, dissolution, liquidation and voluntary bankruptcy events of the JV or any subsidiary thereof.
- Changes to the equity capital structure of the JV or any subsidiary thereof, including redemption, repurchase or cancellation of units or the issuance of any equity in a subsidiary other than to the JV.
- The making of any distribution except in accordance with the waterfall described below.
- Creation or issuance of any new class of equity by the JV.
- Incurrence of indebtedness by the JV or any subsidiary thereof.
- Acquisition by the JV or any subsidiary thereof of any real property, acquisition of material personal property outside the ordinary course of business, or the making of other investments in any other person.
- Sale of 100% of the equity of the JV or any subsidiary thereof, or all or substantially all of their respective assets, or the sale or other disposition of any real property (including the Property) or other material assets (including equity interests in any SPE).
- Entry into, material amendment or termination of certain material contracts by the JV or any subsidiary thereof.
- Commencement of any initial public offering with respect to the JV or any subsidiary thereof.
- Entry into or amendment of interested party transactions by the JV or any subsidiary thereof (other than entry into the Property Management Agreements or any other transaction expressly contemplated by the Joint Venture Agreement (such as a Default Loan)).
- Commencement or settlement by the JV or any subsidiary thereof of any litigation or arbitration in excess of US\$500,000 or for material equitable relief (excluding litigation/arbitration against the Sponsor).

Additional Capital Contributions

Under each Joint Venture Agreement, each member of the JV will be required to make *pro rata* capital contributions (based on their relative percentage holding of units of the JV) to fund the following (each an “**Additional Capital Contribution**”): (i) specified necessary expenditures (defined as expenditures that are reasonably determined by the relevant Property Manager as being required to address emergency situations, to comply with applicable laws or court orders, to pay debt service, to make repairs necessary to maintain or preserve the relevant Property and improvements therein or thereon in first class condition and state of repair, to avoid defaults under leases and other critical contracts, or to pay non-discretionary expenses such as taxes, assessments, insurance premiums and utility charges), (ii) amounts required to satisfy the JV’s indemnification obligations under the Joint Venture Agreement with respect to covered persons (but excluding indemnification in respect of acts or omissions that have been finally adjudicated by a court of competent jurisdiction to constitute wilful misconduct, gross negligence or fraud), (iii) in the event a member or an affiliate thereof provides a guarantee or other credit support in respect of any indebtedness of the JV or its SPE, reimbursement of any amount paid by the relevant guarantor in respect thereof (except where the guarantee claim has been finally adjudicated by a court of competent jurisdiction to be directly attributable to a bad act of the guarantor or an affiliate thereof and does not reduce the principal amount of such indebtedness), or (iv) any other amounts that the members mutually agree shall be contributed by the members as a *pro rata* Additional Capital Contribution. Either member of the JV will be permitted to deliver a notice requesting Additional Capital Contributions meeting the foregoing criteria, which notice must specify the amount of Additional Capital Contributions required, the purpose thereof and the funding due date (which shall be no earlier than 10 days after the date of the notice).

If a member of a JV fails to timely fund its *pro rata* share of any Additional Capital Contributions by the funding due date, the sole remedies of the other member under the Joint Venture Agreement shall be: (i) to withdraw its corresponding Additional Capital Contribution, (ii) to pay the defaulting member’s Additional Capital Contribution on its behalf to the JV, in which event such payment shall be treated as a loan made to the defaulting member that matures in 90 days and bears interest at a rate of 12% per annum, compounding monthly (a “**Member Default Loan**”), which the defaulting member is then deemed to have contributed to the JV as its Additional Capital Contribution, (iii) to withdraw its corresponding Additional Capital Contribution and make a loan to the JV in an amount equal to its and the defaulting member’s aggregate Additional Capital Contributions, which loan matures in 365 days and bears interest at a rate of 12% per annum, compounding monthly (a “**Default Loan**”) (thereby preserving the 90:10 relative ownership of units), or (iv) to withdraw its corresponding Additional Capital Contribution and make a priority capital contribution to the JV in an amount equal to its and the defaulting member’s aggregate Additional Capital Contributions (a “**Priority Capital Contribution**”) (thereby preserving the 90:10 relative ownership of units), which Priority Capital Contribution will accrue a preferred return at a rate of 12% per annum, compounding monthly and will rank ahead of *pro rata* distributions to the members in respect of their units (as described below under “Distributions”).

Distributions

Under each Joint Venture Agreement, the JV will pay distributions semi-annually (or upon a capital event such as a sale of the Property) of all cash available for distribution (comprising total gross receipts for the applicable period, less all debt service payments, capital expenditures and other cash expenditures and payments for the applicable period and any amounts set aside by the board of directors of the JV as reserves (including working capital reserves) or otherwise required to fund capital expenditures contemplated in the JV’s annual plan). Cash available for distribution shall be paid by the JV in the following order of priority:

- (a) If any Default Loans to the JV are then outstanding, such amounts shall be paid first to repay all Default Loans in full together with all accrued and unpaid interest thereon.

- (b) If any Priority Capital Contributions have been made to the JV by any member, such amounts shall be paid second as a distribution to such member until such Priority Capital Contributions have been returned in full together with the accrued preferred return thereon.
- (c) Thereafter all distributions will be made *pro rata* by percentage interest (based on relative holdings of units).

If any Member Default Loan is outstanding at the time a distribution is made, the applicable defaulting member's share of such distributions shall be paid first to the lender of Member Default Loan until repaid in full together with all accrued and unpaid interest thereon (and shall be deemed to have been distributed to the defaulting member in accordance with the above distribution waterfall and then immediately paid over by the defaulting member to the lender of the relevant Member Default Loan).

Recourse Obligations

No member of a JV will be required to guarantee or provide credit support with respect to any financing by the JV or any of its subsidiaries. If a member of a JV (in its sole discretion) or any of its affiliates provides a guarantee or other credit support with respect to any financing by the JV or any of its subsidiaries, it may require, as a condition to the entry into such guarantee or other credit support, that the other member of the JV cause a creditworthy entity reasonably acceptable to the guaranteeing member to provide a customary guarantee or indemnity to the guarantor with respect to the non-guaranteeing member's obligations to fund its *pro rata* share of any guarantee claims that are not caused by a bad act of the guarantor (or to fund all of any guarantee claims caused by a bad act of such other member).

Transfer; Right of First Offer; Tag-Along Rights

Any member of a JV may transfer all (but not less than all) of its units in the JV at any time, subject (in the case of transfers to unaffiliated third parties) to a right of first offer in favour of the other member.

If a member wishes to transfer all (but not less than all) of its units in a JV (other than to an affiliate of the transferring member), it must first notify the other member of the JV of its desire sell its units, the cash purchase price at which it would be willing to accept in exchange for all of its units and any other material terms and conditions of the sale (a "**ROFO Notice**").¹ The non-transferring member will have the right to elect (at its option) to purchase all (but not less than all) of the selling member's units in the relevant JV at such price by written notice to the selling member given within 30 days after receipt of the ROFO Notice, in which event the members shall mutually select a date not later than 60 days after the expiration of the 30-day election period (or such longer period as is reasonably necessary to satisfy any conditions to the consummation of the proposed sale), and the members shall be irrevocably bound to purchase and sell, respectively, all of the units of the selling member in the relevant JV on such date at the cash price and on the other terms and conditions set forth in the relevant ROFO Notice (subject to adjustments if any Member Default Loans by the transferring member are then outstanding). If the non-transferring member does not accept such offer within such 30-day period then it will be deemed to have waived its right of first offer in respect of the proposed sale, and the selling member will be free to sell all (but not less than all) of its units in the relevant JV to any person during the 180-day period following the expiration of the 30-day election period at a price equal to or higher than the price set forth in the ROFO Notice and on terms and conditions (taken as a whole) that are not materially more favourable to the purchaser than the terms and conditions offered to the non-transferring member; *provided*, that the non-selling member shall have tag-along rights (but not the obligation) to

¹ There is no formula by which the cash purchase price is determined. Instead, the transferring member sets the price it would be willing to accept for a sale of its units in the ROFO Notice. The exercise of the right of first offer would be subject to Chapter 9 of the Listing Manual for so long as the JV partner is an interested person of Digital Core REIT.

participate in the proposed sale to the purchaser at the same price per unit and on the same terms and conditions as the selling member (subject to adjustments if Member Default Loans or Priority Capital Contributions are then outstanding)¹. Notwithstanding the foregoing, no member will be permitted to sell its units in the JV to a competitor² of the Sponsor named in the Joint Venture Agreement (as such list of named competitors may be amended from time to time by Sponsor Investor) without Sponsor Investor's consent (which may be given or withheld in its discretion).³

No member will be permitted to pledge its units in a JV without the consent of the other member of the JV (which may be given or withheld in its discretion). Notably, the Audit and Risk Committee's responsibilities include reviewing any consent sought by the Sponsor or any of its affiliates to pledge its units in any JV.

Dissolution

Under each Joint Venture Agreement, a JV and its business will be wound up upon the happening of any of the following events:

- (a) The unanimous vote of the members of the JV to dissolve, wind up and liquidate the JV.
- (b) The sale, condemnation or other disposition of the Property owned by the JV and receipt of all consideration therefor, except if non-monetary consideration is received upon such disposition then the JV shall not be dissolved until such consideration is converted into money or money equivalent.
- (c) Upon the entry of a decree of judicial dissolution under the Delaware Limited Liability Company Act with respect to the JV.
- (d) At any time, there are no members of the JV unless the business of the JV is continued in accordance with the Delaware Limited Liability Company Act.

Governing Law; Dispute Resolution

Each Joint Venture Agreement will be governed by laws of the U.S. State of Delaware. Disputes between the members under the Joint Venture Agreement will be resolved by arbitration in San Francisco, California.

1 It should be noted that the determination as to whether terms are not materially more unfavourable will be made, in the case of the Parent U.S. REIT or Singapore Sub 3, by the directors of the Parent U.S. REIT or the directors of Singapore Sub 3. If the JV parties do not agree as to whether the standard is met, the dispute would be settled through the dispute resolution provisions in the Joint Venture Agreement.

2 The following are the criteria which would be used by the Sponsor to determine which entities are competitors of the Sponsor, namely whether (i) the relevant entity is a provider of data centre, colocation and/or interconnection solutions, (ii) the product offering of the entity performs the same function and targets the same customer base as the Sponsor and/or (iii) the entity's geographic footprint overlaps with the Sponsor's existing and/or target markets. The Sponsor will have the right, on an annual basis, to update the list of competitors and such list will be provided to Digital Core REIT (through the Parent U.S. REIT or, as the case may be, Singapore Sub 3 as shareholders of the relevant JVs), and at any one point of time, there can be no more than 25 names in the list of competitors. In this regard, the Manager (based on industry knowledge of the data centre market) estimates that as at the date of this Prospectus, the pool of institutional investors capable of and potentially interested in acquiring an interest in the assets within the IPO portfolio consists of over 500 firms totalling trillions of assets under management. Accordingly, the Manager is of the view that given the large pool of institutional investors capable of and potentially interested in acquiring assets within the IPO portfolio, the restriction on sale to competitors of the Sponsor would not significantly affect Digital Core REIT's ability to sell its interest in any of the Properties.

3 While the Right of First Offer and Tag-Along Rights under the JV Agreement provide options for the Sponsor, such rights may arise (i.e., Digital Core REIT may propose to sell) at a time when it is not commercially attractive for the Sponsor to either purchase Digital Core REIT's 90% interest or for the Sponsor to sell its 10% interest. In such a situation, it will be most commercially attractive to the Sponsor to retain its 10% interest. In such a scenario, it is critical for the Sponsor to have this provision regarding potential sales to its competitors.

PROPERTY MANAGEMENT AGREEMENTS

At the Closing, each SPE will enter into a Property Management and Leasing Agreement (referred to herein as a “**Property Management Agreement**”) with the relevant Property Manager for the provision of property management services for the relevant Property. The Property Manager for Properties located in the United States will be Digital Realty Property Manager, LLC, and the Property Manager for Canadian Property will be Digital Realty Canada, Inc.

Services

Under each Property Management Agreement, the relevant Property Manager will conduct the day-to-day management, operation, maintenance, leasing and servicing of the relevant Property, including negotiation, administration and enforcement of leases, collection of rents, preparation and submission of proposed annual plans for review and approval, maintenance and repair of the relevant Property, negotiation and administration of other contracts, liaising with insurance carriers for processing of claims and other matters, monitoring of Property accounts, maintenance of books and records, and compliance by the relevant Property with applicable laws).

The relevant Property Manager will act within the approved annual plan for the relevant Property, subject to certain permitted variances and (to the extent authorised by the SPE owner of the relevant Property) any established guidelines.

Term; Termination

The term of each Property Management Agreement is 15 years from the date of agreement and may thereafter be renewed for successive periods of one year if mutually agreed by the relevant Property Manager and the SPE owner of the relevant Property.

The Property Management Agreement is subject at all times to the termination rights of the Property Manager granted therein, including without limitation (i) the right of the Property Manager to resign upon 90 days’ written notice to the SPE property owner in the event that the Manager is no longer an affiliate of the Sponsor, (ii) the right of Property Manager to terminate upon 30 days’ written notice to the owner if the owner engages in conduct that has been finally determined by an arbitral tribunal or court of competent jurisdiction to constitute a material breach of the Property Management Agreement and, if reasonably susceptible of cure, is not cured within 90 days (or such longer period as may reasonably be necessary) after such determination, and (iii) the right of the Property Manager to terminate upon 30 days’ written notice if the SPE property owner fails to pay any management fees, leasing commissions, construction management fees or other amounts due to the Property Manager under the Property Management Agreement within 10 days after the due date thereof.

The SPE property owner has the right to terminate the Property Management Agreement (i) upon 30 days’ written notice to the Property Manager if the Property Manager engages in conduct that has been finally determined by an arbitral tribunal or court of competent jurisdiction to constitute a material breach of the Property Management Agreement, which such breach has had a material adverse effect on the relevant Property and, if susceptible of cure, is not cured within 90 days (or such longer period as may reasonably be necessary) after such determination, and (ii) upon 30 days’ written notice to the Property Manager if the Property Manager commits an act of gross negligence, wilful misconduct or fraud with respect to the Property Manager’s duties under the Property Management Agreement (“**Property Manager’s Misconduct**”).¹

¹ It is not appropriate for Digital Core REIT to have the right to terminate the Property Management Agreement without cause as the Property Manager would have incurred expenditure for its systems and employees on the basis that it would be the Property Manager for a fixed period of time.

Pursuant to the Property Management Agreement, the SPE and the Property Manager shall agree on the key performance indicators for each fiscal year prior to the commencement of such fiscal year. If SPE is of the view that the Property Manager has not achieved the key performance indicators, and the Property Manager has failed to rectify the issues within the requisite time period, the SPE shall have the right to terminate the Property Management Agreement in relation to the relevant Property.

In the event that the entire Property (or the SPE holding the Property) is sold, the new buyer will have the option to terminate the Property Management Agreement in relation to the relevant Property.

Indemnification

The Property Manager is entitled to indemnification from the SPE property owner for any damage or injuries to persons or property either in or about the relevant Property or elsewhere when the Property Manager is carrying out the provisions of the Property Management Agreement, and the SPE property owner agrees to reimburse the Property Manager upon demand for any moneys which the Property Manager is required to pay out for any reason under the Property Management Agreement or as an expense in defence of, any claim, civil or criminal action, proceeding, charge or prosecution instituted against the Property Manager (severally or jointly) affecting or due to the condition of the relevant Property or acts or omissions of the Property Manager, other than for the Property Manager's Misconduct.

The Property Manager is required to indemnify the SPE property owner from any damage or injuries to persons or property by reason of the Property Manager's Misconduct, and the Property Manager agrees to reimburse the SPE property owner upon demand for any moneys which the SPE property owner is required to pay out as a result of the Property Manager's Misconduct or as an expense in defence of, any claim, civil or criminal action, proceeding, charge or prosecution instituted against the Property Manager as a result of the Property Manager's Misconduct; provided that the Property Manager is not required to indemnify the SPE property owner for any claim, expense, action, or proceeding related to Owner's fraud, gross negligence or wilful misconduct.

Fees¹

The Property Manager is entitled to an annual property management fee equal to 2.0% of the gross revenue. Property management fees are assessed on a quarterly basis and payable in arrears. The Property Manager is also entitled to leasing commissions in amounts equal to the standard internal commissions paid to employees of the Property Manager or its affiliates from time to time for leases and renewals of other properties owned and managed by the Manager or its affiliates, up to a maximum of 3.0% of total contract value (defined as the total amount of recurring revenue paid in cash over the term of the lease). The Property Manager is also entitled to a construction management fee in the following amounts: (i) where total construction costs are US\$5,000,000 or less, a fee equal to 5.0% of total construction costs; (ii) where total construction costs exceed US\$5,000,000 but do not exceed US\$15,000,000, a fee equal to the greater of (x) 4.0% of total construction costs and (y) US\$250,000; and (iii) where total construction costs exceed US\$15,000,000, a fee equal to the greater of (x) 3.0% of total construction costs and (y) US\$600,000.

¹ The Property Management Fees are charged to the relevant SPEs which holds the Properties. Accordingly, such costs would be proportionate.

The Manager may at any time direct (in its sole discretion) that the SPE property owner pay all or a portion of the fees, commissions or any other compensation payable to the Property Manager under any Property Management Agreement in the form of Units in lieu of cash (“**Unit Compensation**”). Unit Compensation will accrue monthly and be paid quarterly in arrears. To facilitate payment of Unit Compensation to the Property Managers, the SPE property owners will enter into Unit Subscription Agreements under which they will be allowed to subscribe for Units at quarterly intervals, with each SPE property owner issuing directions to the Manager for the Units subscribed for by the SPE property owner to be delivered to the applicable Property Manager as payment of the applicable fee, commission or other compensation payable under the Property Management Agreement. The amount of Units payable to the Property Manager as Unit Compensation will equal the total accrued fees, commission or other compensation payable to the Property Manager with respect to the relevant quarter that the Manager has directed the SPE property owner to pay in Units in lieu of cash, *divided by* the volume weighted average price per Unit for all trades on the SGX-ST for the ten trading days immediately preceding (and including, if a trading day) the last day of the applicable calendar quarter.

U.S. ASSET MANAGEMENT AGREEMENT

The U.S. Asset Manager will provide, among others, the following services:

- (i) **Investments, acquisitions and divestitures:** Supporting the execution, through the Parent U.S. REIT and its subsidiaries, of Digital Core REIT’s investment strategy in accordance with the strategy formulated by the Manager and the guidelines issued by the Manager which include requirements relating to the location, sub-sector type and other characteristics of Digital Core REIT’s property portfolio;
- (ii) **Development:** Overseeing development projects undertaken by the Parent U.S. REIT and its subsidiaries with respect to any real estate assets;
- (iii) **Asset management:** Working with the Property Managers to execute, through the Parent U.S. REIT and its subsidiaries, Digital Core REIT’s asset management strategies, taking into account the recommendations of the Manager, which include requirements relating to the customer mix, asset enhancement works and rationalizing operation costs;
- (iv) **Capital management:** Supporting the execution of debt financing plans for any debt to be incurred by the Parent U.S. REIT and/or any of its subsidiaries, advising on and assisting with respect to negotiations with third party lenders for the financing, refinancing or restructuring of assets of by the Parent U.S. REIT and/or any of its subsidiaries, and making recommendations as to the amount of dividends available to be paid;
- (v) **Internal audit:** Assisting with internal and external audit processes for the Parent U.S. REIT and its subsidiaries, including internal controls over financial reporting and working with business teams to identify improvement opportunities in internal controls, processes, policies and procedures;
- (vi) **Legal, compliance, accounting and tax:** Making regulatory filings on behalf of the Parent U.S. REIT and its subsidiaries, using its commercially reasonable efforts to assist the Parent U.S. REIT and its subsidiaries in complying with applicable provisions of the relevant legislation and tax laws and regulations in the U.S., including meeting the requirements for qualification and taxation of the Parent U.S. REIT as a U.S. REIT, preparing and filing tax returns required to be filed with the Internal Revenue Service, providing tax and compliance services, assisting in engagement of external lawyers, and preparing accounts, financial statements and annual reports, as may be required, for the Parent U.S. REIT and its subsidiaries; and

(vii) **Information technology:** Providing Sponsor-managed or third-party vendor information technology solutions, platforms and applications, connectivity services, technical/infrastructure configuration, data security, data archiving, software, website and email support and similar services.

The U.S. Asset Manager will act subject to the overall discretion and direction of the Manager, in each case subject to the direction of and supervision by the board of directors of the Parent U.S. REIT.

The U.S. Asset Manager may delegate its duties under the U.S. Asset Management Agreement to an affiliate or otherwise to the extent provided in the U.S. Asset Management Agreement, provided that such delegation does not relieve the U.S. Asset Manager of any of its obligations under the U.S. Asset Management Agreement.

The U.S. Asset Management Agreement is terminable by the Manager and the U.S. Asset Manager, respectively, upon notice, in the event of a bankruptcy or insolvency, a material breach (subject to cure rights), if the Manager is no longer an affiliate of the U.S. Asset Manager or in the case the Manager is terminated as the manager of Digital Core REIT. Also, each of the Manager and the U.S. Asset Manager have the right to terminate the U.S. Asset Management Agreement for any reason or no reason whatsoever.

The U.S. Asset Manager's indemnified persons are entitled to indemnification from the Manager for all losses, liabilities, costs and expenses incurred by them in connection with their activities under the U.S. Asset Management Agreement, except to the extent such person commits an act of gross negligence, wilful misconduct or fraud with respect to the U.S. Asset Manager's duties under the U.S. Asset Management Agreement.

Fees payable to the U.S. Asset Manager will be paid by the Manager or the Manager US Sub in cash or in Units (as elected by the Manager); *provided* that the Manager or the Manager US Sub may direct the Parent U.S. REIT to pay any or all fees or other amounts payable to the U.S. Asset Manager under the U.S. Asset Management Agreement on behalf of the Manager and the Manager US Sub, in which event the total amount paid by the Parent U.S. REIT to the U.S. Asset Manager under the U.S. Asset Management Agreement in each calendar quarter will be credited against the fees payable by Digital Core REIT to the Manager under the Trust Deed in respect of such calendar quarter.

Fees payable in Units will accrue monthly and be paid quarterly in arrears. To facilitate payment of fees in Units, the Parent U.S. REIT will enter into a Unit Subscription Agreement under which it will be allowed to subscribe for Units at quarterly intervals, with the Parent U.S. REIT issuing directions to the Manager for the Units subscribed for by the Parent U.S. REIT to be delivered to the U.S. Asset Manager as payment of the applicable fees under the U.S. Asset Management Agreement. The amount of Units payable to the U.S. Asset Manager will equal (i) the total accrued fees or other compensation payable to the U.S. Asset Manager with respect to the relevant quarter for which the Manager has elected to be paid in Units in lieu of cash, *divided by* the volume weighted average price per Unit for all trades on the SGX-ST for the ten trading days immediately preceding (and including, if a trading day) the last day of the applicable calendar quarter; *provided*, that if the Parent U.S. REIT is unable to purchase or otherwise acquire the requisite amount of Units to be paid as fees, the Parent U.S. REIT shall pay any remaining amount in cash.

As the U.S. Asset Management Agreement is an outsourcing arrangement, (i) there would be minimal or no overlap in the roles and responsibilities of the Manager *vis-à-vis* the U.S. Asset Manager; and (ii) the fees paid to the Manager under the Trust Deed would be reduced by an amount equal to the fees paid to the U.S. Asset Managers under the U.S. Asset Management Agreement. Accordingly, there would be no double counting of fees.

CANADIAN ASSET MANAGEMENT AGREEMENT

The Canadian Asset Manager will provide, among others, the following services:

- (i) **Investments, acquisitions and divestitures:** Supporting the execution, through the Canadian JV and its subsidiaries, of Digital Core REIT's investment strategy in accordance with the strategy formulated by the Manager and the guidelines issued by the Manager;
- (ii) **Development:** Overseeing development projects undertaken by the Canadian JV and its subsidiaries with respect to any real estate assets;
- (iii) **Asset management:** Working with the relevant Property Manager to execute, through the Canadian JV and its subsidiaries, Digital Core REIT's asset management strategies, taking into account the recommendations of the Manager, which include requirements relating to the customer mix, asset enhancement works and rationalizing operation costs;
- (iv) **Capital management:** Supporting the execution of debt financing plans for any debt to be incurred by the Canadian JV and/or any of its subsidiaries, advising on and assisting with respect to negotiations with third party lenders for the financing, refinancing or restructuring of assets of by the Canadian JV and/or any of its subsidiaries, and making recommendations as to the amount of dividends available to be paid;
- (v) **Internal audit:** Assisting with internal and external audit processes for the Canadian JV and its subsidiaries, including internal controls over financial reporting and working with business teams to identify improvement opportunities in internal controls, processes, policies and procedures;
- (vi) **Legal, compliance, accounting and tax:** Making regulatory filings on behalf of the Canadian JV and its subsidiaries, using its commercially reasonable efforts to assist the Parent U.S. REIT and its subsidiaries in complying with applicable provisions of the relevant legislation and tax laws and regulations in Canada, preparing and filing tax returns required to be filed in Canada, providing tax and compliance services, assisting in engagement of external lawyers, and preparing accounts, financial statements and annual reports, as may be required, for the Canadian JV and its subsidiaries; and
- (vii) **Information technology:** Providing Sponsor-managed or third-party vendor information technology solutions, platforms and applications, connectivity services, technical/ infrastructure configuration, data security, data archiving, software, website and email support and similar services.

The Canadian Asset Manager will act subject to the overall discretion and direction of the Manager, in each case subject to the direction of and supervision by the board of directors of the Canadian JV.

The Canadian Asset Manager may delegate its duties under the Canadian Asset Management Agreement to an affiliate or otherwise to the extent provided in the Canadian Asset Management Agreement, provided that such delegation does not relieve the Canadian Asset Manager of any of its obligations under the Canadian Asset Management Agreement.

The Canadian Asset Management Agreement is terminable by the Manager and the Canadian Asset Manager, respectively, upon notice, in the event of a bankruptcy or insolvency, a material breach (subject to cure rights), if the Manager is no longer an affiliate of Canadian the Asset Manager or in the case the Manager is terminated as the manager of Digital Core REIT. Also, each of the Manager and the Canadian Asset Manager have the right to terminate the Canadian Asset Management Agreement for any reason or no reason whatsoever with 90 days' written notice.

The Canadian Asset Manager's indemnified persons are entitled to indemnification from the Manager for all losses, liabilities, costs and expenses incurred by them in connection with their activities under the Canadian Asset Management Agreement, except to the extent such person commits an act of gross negligence, wilful misconduct or fraud with respect to the Canadian Asset Manager's duties under the Canadian Asset Management Agreement.

Fees payable to the Canadian Asset Manager under the Canadian Asset Management Agreement will be paid in cash or in Units (as elected by the Manager) by the Canadian JV to the Canadian Asset Manager, subject to a gross-up to reflect the membership interests in the Canadian JV held by Sponsor Investor, and the total amount paid by the Canadian JV to the Canadian Asset Manager under the Canadian Asset Management Agreement (prior to giving effect to such gross-up) in each calendar quarter will be credited against the fees payable by Digital Core REIT to the Manager under the Trust Deed in respect of such calendar quarter.

Fees payable in Units will accrue monthly and be paid quarterly in arrears. To facilitate payment of fees in Units, the Canadian JV will enter into a Unit Subscription Agreement under which it will be allowed to subscribe for Units at quarterly intervals, with the Canadian JV issuing directions to the Manager for the Units subscribed for by the Canadian JV to be delivered to the Canadian Asset Manager as payment of the applicable fees under the Canadian Asset Management Agreement. The amount of Units payable to the Canadian Asset Manager will equal (i) the total accrued fees or other compensation payable to the applicable Canadian Asset Manager with respect to the relevant quarter for which the Manager has elected to be paid in Units in lieu of cash (subject to the gross-up described above), *divided by* the volume weighted average price per Unit for all trades on the SGX-ST for the ten trading days immediately preceding (and including, if a trading day) the last day of the applicable calendar quarter; *provided*, that if the Canadian JV is unable to purchase or otherwise acquire the requisite amount of Units to be paid as fees, the Canadian JV shall pay any remaining amount in cash.

As the Canadian Asset Management Agreement is an outsourcing arrangement, (i) there would be minimal or no overlap in the roles and responsibilities of the Manager *vis-à-vis* the Canadian Asset Manager; and (ii) the fees paid to the Manager under the Trust Deed would be reduced by an amount equal to the fees paid to the Canadian Asset Manager under the Canadian Asset Management Agreement (prior to giving effect to the gross-up of fees). Accordingly, there would be no double counting of fees.

MANAGER US SERVICES AGREEMENT

The Manager, the Manager US Sub and the Parent U.S. REIT have entered into the Manager US Services Agreement, under which certain asset management functions of the Manager conducted in the United States have been subcontracted by the Manager to the Manager US Sub.

The Manager US Sub will appoint one or more executives, who will be employed by the Manager US Sub while they are in the United States under a secondment and/or employment or similar arrangement, to provide certain services of the Manager in the United States to the Parent U.S. REIT and its subsidiaries, as set forth in the Manager US Services Agreement.

The Manager US Sub will act subject to the overall discretion and direction of the Manager and within guidelines established by the Manager, in each case subject to the direction of and supervision by the board of directors of the Parent U.S. REIT or the Canadian JV (as applicable).

The Manager US Services Agreement will generally be on the same terms as the U.S. Asset Management Agreement (other than terms relating to how the service fee is determined), except that the services are provided by the Manager US Sub instead of the Asset Managers.

The Manager US Services Agreement is terminable by the Manager and the Manager US Sub, respectively, upon notice, in the event of a bankruptcy or insolvency, a material breach (subject to cure rights), if the Manager is no longer an affiliate of the Manager US Sub or in the case the Manager is terminated as the manager of Digital Core REIT. Also, each of the Manager and the Manager US Sub have the right to terminate the Manager US Services Agreement for any reason or no reason whatsoever with 90 days' written notice.

Fees payable to the Manager US Sub will be paid by the Manager in cash or in Units (as elected by the Manager); *provided* that (i) fees with respect to services outsourced to the Asset Managers under the Asset Managements will be paid by the Manager (or by the Parent U.S. REIT or the Canadian JV, as applicable, in accordance with the terms thereof) under the applicable Asset Management Agreement (as described above), and (ii) the Manager may direct the Parent U.S. REIT to pay any or all fees or other amounts payable under the Manager US Services Agreement (whether in cash or in Units) on behalf of the Manager on generally the same terms as the U.S. Asset Management Agreement, in which event the total amount paid by the Parent U.S. REIT to the Manager US Sub under the Manager US Services Agreement in each calendar quarter will be credited against the fees payable by Digital Core REIT to the Manager under the Trust Deed in respect of such calendar quarter.

As the fees paid to the Manager under the Trust Deed would be reduced (without duplication) by an amount equal to the fees paid to the Asset Managers under the Asset Management Agreements (prior to giving effect to the gross-up of fees paid by the Canadian JV) and fees paid to the Manager US Sub under the Manager US Services Agreement, there would be no double counting of fees.

OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN THE UNITED STATES AND CANADA

OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN THE UNITED STATES

General

The laws of the United States have their source in both government legislation and regulation (at the federal, state and local government levels) and the federal and state courts. Federal law includes the Constitution of the United States, federal statutes and rules and regulations adopted by federal agencies. State law includes individual state constitutions, state statutes and rules and regulations adopted by state agencies. Local law includes ordinances and rules and regulations adopted by counties, municipalities and their agencies. Common law is developed by case law decisions in the courts.

Ownership Interest in U.S. Real Property

The highest form of private ownership interest in real property in the US is the freehold estate known as fee simple absolute. Generally, ownership in fee simple absolute is for an unlimited duration, but ownership is subject to applicable laws and agreements and real property owned in fee simple absolute may be subject to various encumbrances (including, without limitation, easements which may permit utilities to be supplied to the real property or across the real property for the benefit of neighbours).

Another form of real property ownership in the US is the non-freehold possessory estate known as a leasehold estate. Leasehold estates are typically documented by a lease agreement. Subject to applicable law, any encumbrances and the terms of any applicable lease agreement, the lessee possessing a leasehold estate has the right to occupy the subject real property to the exclusion of others for a finite period.

Recording and Title Insurance

In each U.S. state, typically at the county level, there is a governmental real property registry of official records at which agreements and matters which affect title to real property may be recorded. Among other things, the act of recording an agreement in the applicable official records imparts constructive notice of such agreement to third parties.

Fee simple absolute title to real property may be transferred by delivery of a deed (the form of which may vary by state). Recording a deed in the applicable official records may not be necessary to accomplish a transfer of title between the parties to a deed. However, the failure to record a deed in the applicable official records may result, in some circumstances, in others obtaining or having the opportunity to obtain superior title to the subject real estate.

The recording of a deed in a real property registry of official records is largely an administrative process. The relevant recorder in the real property registry of official records generally does not have discretion to refuse to record a deed, provided that such deed is in recordable form, that such deed has been properly signed and notarised and that all taxes and other recording fees are paid. The act of recording a document in the official records does not in and of itself validate the legitimacy or effectiveness of the document. It is customary for purchasers of real property to rely on third party title insurance companies to review the records in real property registries of official records for matters affecting title to real property and to insure the status of such title subject to various exceptions, including, without limitation, those matters noted by the title insurance company as a result of such review. Such exceptions may take various forms, including, without limitation, liens, easements, and other encumbrances. The amount of title insurance obtained by a title policyholder may vary, but in the case of title insurance obtained by a purchaser of real

property, the amount of title insurance obtained may be equal to the purchase price paid for the real property. A title insurance company typically charges a fee or premium for issuing a title policy, which fee or premium is typically a one-time fee, though additional premiums or fees may be charged under certain circumstances. Subject to the terms of the policy and applicable law, a title policy typically remains in effect so long as the insured maintains its insured interest in the subject property. In certain cases, a title policy is issued to a purchaser upon the recordation in the official records of the deed conveying title to the purchaser. In other cases, a title policy may be issued prior to such recordation, and in such cases a title company may contractually agree to accept certain risks in connection with the potential appearance in the official records of intervening matters between the time that the policy was issued and the time the deed is recorded. Subject to applicable requirements, a lease, or a short form or memorandum of a lease, may be recorded in the applicable official records.

Agreements Affecting Real Property

In the U.S., various types of agreements affecting real property must be in writing and must be signed by the party to be bound in order to be enforceable against such party. Many real estate transactions contain various covenants, conditions, representations and warranties and in certain cases the applicable transaction documents are heavily negotiated. In addition, applicable law may impose certain covenants, conditions, representations, warranties or other requirements on the parties to a real estate transaction.

Leases

Commercial real estate leases in the U.S. may include leases of space in a building and ground leases. In a typical lease of space in a building, a landlord leases space (such as office or retail space) in a building to a tenant. In a typical ground lease, the landlord leases improved or unimproved real property to a tenant and, if the tenant constructs improvements on the real property, the tenant retains possession of those improvements during the term of the ground lease. Both ground leases and building space leases often provide that the tenant's improvements to the real property become the landlord's property at the end of the term of the lease, subject to certain tenant removal rights and other terms of the lease. Lease terms are subject to market standards and practices, though applicable law may impose certain covenants, conditions, representations, warranties or other requirements on the parties to a lease.

Mortgage Loans

In the U.S., loans to fund the purchase of commercial real property or to construct improvements on, or operate at, commercial real property are typically secured by a mortgage or deed of trust (depending on the state) on such real property.

In the U.S., commercial mortgage loans may be non-recourse, meaning that in the event of a default under the loan, the lender may look for repayment from the proceeds of a sale of the real property but may not seek repayment from the borrower for any amount in excess of such proceeds. However, certain commercial mortgage loans which are otherwise non-recourse may contain certain exceptions (called "non-recourse carveouts") which permit recourse to certain parties under certain circumstances, subject to applicable law. Among other things, such exceptions may relate to misrepresentations, deception, fraud, bankruptcy filings or environmental matters.

Upon a default under a mortgage loan, applicable law and the provisions of the applicable loan documents will typically dictate the lender's rights, which may include the right to foreclose and apply the proceeds of such sale to the amount owed. Depending on the state, judicial or non-judicial foreclosure processes may be available. Applicable law may limit the ability of a lender to obtain a judgement or to seek payment against a borrower under certain circumstances. Even after a default has occurred, under certain circumstances, applicable law may also permit a borrower certain rights to redeem its equity or to reinstate the applicable loan.

Transfer Taxes

Some states (as well as some counties and municipalities) impose a “transfer tax” on the conveyance of real property. In certain cases, a transfer tax is imposed on the recording of a deed, but in some instances, it is imposed on a lease, a mortgage or a change in control in a real property owner. Responsibility for the payment of a transfer tax is sometimes allocated between buyer and seller by statute but often by custom or the agreement of the parties. There is no federal transfer tax.

Land Use (Zoning) and Building Controls

In the U.S., much land use regulation occurs at the state and local level. Many municipalities have zoning ordinances which divide municipalities into a series of districts and specify the uses that are permitted and prohibited in each district. Zoning ordinances may impose various dimensional and density requirements on buildings and other real estate improvements (such as setback, lot size, floor area ratio and lot coverage requirements or provisions) as well as standards for the number of parking stalls and design of parking stalls. Many zoning ordinances also regulate loading spaces, landscaping, signs, “green building” requirements and the protection of environmentally sensitive areas such as wetlands, flood plains and aquifers, among other topics.

In certain cases, and especially for large or complex projects, a real estate development will need to obtain a zoning permit or other approval from the municipality or other governmental authority. Such permits may be subject to a variety of conditions, which may include, without limitation, conditions to reduce actual or perceived impacts from the project on the community. Such conditions may include, without limitation, requirements to make improvements to transportation infrastructure or to make monetary payments to the municipality or applicable governmental authority. The approval process may involve public hearings and other opportunities for third parties to comment on the project and to appeal the final permit decision.

In addition to zoning ordinances, some states have regional or state-wide land use approval requirements. Other state and federal laws (and other municipal, governmental or quasi governmental requirements) can affect land development by regulating activities which involve wetlands, public rights in waterways, historic and other culturally significant properties, parkland, endangered species and their habitats, access to highways, and other matters. As a general matter, construction and the ongoing operation and maintenance of a building must comply with state or local building codes and other legal requirements. Building codes may address a variety of structural and life-safety matters including without limitation egress, fire protection, construction materials, elevators, energy, and handicap access. A building permit may be required by the applicable authority before construction is authorized to begin. In many cases, occupancy of a building may not be permitted before the applicable governmental authority has issued a certificate of occupancy. Building code violations, especially those relating to life-safety matters, may lead to civil and, in some cases, criminal sanctions.

Condemnation

In the U.S., federal, state and local governments and other public bodies, as well as certain quasi-public entities (such as railroads and public utility corporations), may acquire real estate in connection with the exercise of the power of eminent domain. The exercise of eminent domain may involve a formal condemnation proceeding, subject to and in accordance with legal requirements. In certain circumstances, the federal government has broad powers which permit the seizure or freezing of foreign-owned assets. Such circumstances may include, without limitation, war, national emergencies, or other circumstances permitted under applicable law.

Restrictions on Land Ownership

The U.S. federal government and certain states regulate certain real property interests by foreign persons or entities controlled by them.

U.S. Environmental, Health & Safety Laws and Regulations

The following is a summary of some of the various U.S. environmental, health and safety (“EHS”) laws regulations that may have a material impact on Digital Core REIT’s business:

Air Quality

The Clean Air Act (“CAA”) and its implementing regulations, as well as corresponding state laws and regulations governing emissions of pollutants into the air, impose permitting and emission control requirements. Standards promulgated pursuant to the CAA require the installation of controls and other changes to facilities. The regulation of air emissions under the CAA requires permits for the construction, modification, and operation of equipment, including the installation of certain air pollution control devices. National Ambient Air Quality Standards are applicable to emissions of criteria pollutants including particulate matter, ozone, carbon monoxide and lead; the New Source Review Programme requiring that new or modified sources install stringent control technology; National Emission Standard for Hazardous Air Pollutants; and New Source Performance Standards. Permits from state or local environmental regulatory agencies, including regulators of air quality, are typically required to install and operate emission sources, such as diesel-powered generators which provide emergency back-up power at facilities. These permits often set emissions limits for certain air pollutants, including oxides of nitrogen. Failure to comply with the requirements of the CAA and its implementing regulations could result in substantial fines, civil or criminal penalties, or other sanctions.

Climate Change

Regulation of greenhouse gases in the United States is currently subject to complicated domestic and international political, policy and economic dynamics, and the regulatory landscape is rapidly changing. In addition, U.S. Congress has from time to time considered legislation to reduce greenhouse gas (“GHG”) emissions to address climate change impacts. In the absence of such federal climate legislation, a number of state and regional efforts have emerged that are aimed at tracking and/or reducing GHG emissions by means of cap and trade programmes, including the Regional Greenhouse Gas Initiative and California’s AB32 cap-and-trade programme. The proposed and existing programmes typically require major sources of GHG emissions, such as electric power plants, to acquire and surrender emission allowances in return for emitting those GHGs. Additional future regulation of GHGs in the United States could occur pursuant to future international treaty obligations, regulatory changes under the CAA or other existing legislation, or federal, state or regional adoption of GHG regulatory schemes. Finally, it should be noted that some scientists have concluded that increasing concentrations of greenhouse gases in the Earth’s atmosphere can change the climate in a manner that results in significant weather-related effects, such as increased frequency and severity of storms, droughts, floods, and other such events.

Water Quality

The Federal Water Pollution Control Act Amendments of 1972 and subsequent amendments, commonly referred to as the Clean Water Act (“CWA”), and comparable state laws impose restrictions and strict controls regarding the discharge of pollutants into federal and state waters. The discharge of pollutants into regulated waters is prohibited, except in accordance with the terms of a CWA permit. The CWA also requires many facilities to develop and maintain plans for preventing and responding to spills of hazardous substances, called Spill Prevention Control and Countermeasure Plans, and certain high volume hazardous substance handling/storage facilities are required to prepare and maintain a more extensive plan called a Facility Response Plan. Breaches of the CWA can result in administrative, civil or criminal sanctions.

Environmental Contamination

Under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”) and related state laws, certain persons may be liable at sites where or from release or threatened release of hazardous substances has occurred or is threatened. These persons can include the current owner or operator of property where a release or threatened release occurred, any persons who owned or operated the property when the release occurred, and any persons who disposed of, or arranged for the transportation or disposal of, hazardous substances at a contaminated property. CERCLA also imposes liability for the cost of evaluating and remedying any damage to natural resources. The costs of CERCLA investigation and clean-up can be very substantial. CERCLA also authorises the imposition of a lien in favour of the United States on real property subject to, or affected by, a remedial action for costs for which a party is liable. Subject to certain procedural restrictions, CERCLA gives a responsible party the right to bring a contribution action against other responsible parties for their allocable shares of investigative and remedial costs. Liability under CERCLA is strict, retroactive and, under certain circumstances, joint and several, so that any responsible party may be held liable for the entire cost of investigating and remediating the release of hazardous substances.

Hazardous Substances

The Resource Conservation and Recovery Act (“**RCRA**”) regulates the generation, treatment, storage, handling, transportation and disposal of solid waste and requires states to develop programmes to ensure the safe disposal of solid waste. Under RCRA, persons may be liable at sites where the past or present storage, handling, treatment, transportation, or disposal of any solid or hazardous waste may present an imminent and substantial endangerment to health or the environment. These persons can include the current owner or operator of property where disposal occurred, any persons who owned or operated the property when the disposal occurred, and any persons who disposed of, or arranged for the transportation or disposal of, hazardous substances at a contaminated property. Liability under RCRA is strict and, under certain circumstances, joint and several, so that any responsible party may be held liable for the entire cost of investigating and remediating the release of hazardous substances.

Toxic Substances

The Toxic Substances Control Act (“**TSCA**”) imposes requirements on persons and companies that manufacture, process, distribute, use or dispose of regulated chemicals. Among other things, under TSCA the US Environmental Protection Agency (“**EPA**”) has the authority to: (i) require testing of chemicals; (ii) undertake pre-market review and impose restrictions upon new chemicals; (iii) limit or prohibit the manufacture, use, distribution and disposal of chemical substances; (iv) impose reporting and recordkeeping requirements, and (v) regulate the export and import of chemical substances. In recent years, the EPA has also undertaken efforts to more stringently and comprehensively enforce TSCA. The EPA has issued “chemical action plans” and has identified a work plan for further review and risk assessment of additional chemicals over the next several years. The EPA may impose civil and criminal liability for TSCA violations. In addition, numerous state, local and industry groups have implemented so-called green chemistry or similar chemicals focused initiatives to identify, prioritize, and restrict existing chemicals. The U.S. Occupational Safety and Health Administration (“**OSHA**”) is phasing in a hazard communication regulation intended to harmonize the U.S. system of Material Safety Data sheet hazard information with the United Nation’s Globally Harmonized System of Classification and Labelling of Chemicals. These or other similar future changes to chemicals regulation in the U.S. could place additional substantial regulatory burdens on the industry.

Process Safety

OSHA and comparable state laws regulate the protection of the health and safety of employees. In addition, OSHA's hazard communication standard, the Emergency Planning and Community Right to Know Act ("EPCRA") and implementing regulations and similar state statutes and regulations require that information be maintained about hazardous materials used or produced in company operations and that this information be provided to employees, state and local government authorities and citizens. OSHA's standard on Process Safety Management ("PSM") of Highly Hazardous Chemicals contains requirements for the management of hazards associated with processes using highly hazardous chemicals. OSHA's PSM regulations are designed to prevent or minimize the consequences of unexpected releases of toxic, reactive, flammable or explosive liquids and gases in chemical processes. PSM covers facilities that deal with any of certain listed toxic and reactive chemicals and flammable liquids and gases in amounts over specified threshold quantities. PSM requires process hazard analysis, a systematic study of events that could cause hazardous substance releases and the safeguards to prevent them. Employers must perform an initial hazard analysis on the processes covered by the standard and update the analysis at least every five years. Among other things, PSM also mandates written operating procedures, employee training, pre-start-up safety reviews, evaluation of mechanical integrity of equipment, written procedures for managing change, investigation of incidents involving releases or near misses of covered chemicals, emergency action plans and compliance audits. In addition, EPA's CAA Risk Management Programmes ("RMP") requires that facilities which produce, handle, process, distribute or store certain highly hazardous chemicals develop a risk management plan and programme in the event of an accidental release of such chemicals. RMP also requires facilities to assess potential impacts to off-site populations in the event of a credible worst-case release and to document the policies, procedures, equipment and work practices in place to mitigate identified risks. Similar risk management requirements are imposed upon Digital Core REIT's facilities under EPCRA, which contains chemical emergency response planning, accident release and other reporting and notification requirements for U.S. manufacturing facilities.

OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN CANADA

General

The *British North America Act, 1867* provided that the provinces of Canada would have legal authority and jurisdiction over real property. Each of the ten provinces and three territories has established legislation and registry systems to effect this jurisdiction. Nine of the ten provinces and all the territories use systems based on the English common law and the province of Quebec has maintained a legal system premised on French civil code precepts. These notes deal with the common law provinces and more specifically the law as enacted in the province of Ontario.

Each province has legislation and regulations passed by the legislature to provide the framework of the applicable real property law and the Courts of each province provide further interpretation of these laws. Municipalities do have some jurisdiction over land use and land subdivision but wholly within the framework of provincial law and land use policy. The federal government does have a limited jurisdiction over real property owned by the federal Crown and over lands reserved for the indigenous peoples.

Estates in Real Property

There are two primary estates in land in Canada. The most common is 'fee simple' lands where individuals or certain corporate entities own the land. Incident to this estate in land is an ability to sell, lease, pledge as security or to grant lesser estates in such lands (such as easements, leases, licenses and other concessions). Such ownership is subject to law and more particularly land use legislation. All urban and almost all rural municipalities at either a local level or county/regional

level will have zoning and land use regulations that permit and prohibit the use of lands according to provincial policy and historical usage. All fee simple lands must be registered in the applicable land registration system.

The second most common estate in land is leasehold. All leases must be created by written instrument. Registration of the lease in the land registration system is not required for validity. Certain types of long-term leases (especially ground leases) may require certain planning approvals to be valid. Leases are generally negotiated between the parties and once created are a valid estate in land that gives the tenant certain legal rights over the land (and certain obligations). Leases can be further alienated (by sublease) and leasehold interests can be pledged as security.

Large portions of Canada are owned by Her Majesty the Queen in right of the federal government or one of the provinces. Persons may be able to obtain rights in these Crown lands through the government and this is usually for mining exploration or resource industry purposes.

Registration of Land

There is variation in the method of land registration across Canada, but most provinces have (or are in the process) created a Torrens based land registration system. In a Torrens system the government overseeing the title registration system guarantees title to the property. In Ontario the land registration system is operated as a digital system with access limited to law firms and other parties who have been granted access. The system is exacting in its requirements and only those persons holding the appropriate security keys can register in the system. All forms for registration are set by statute and modification results in rejection of the registration. A purchaser of land is entitled to rely on the registration system for due notice of the nature of the title and only very limited governmental interests will not be registered and still effect or encumber title. Unregistered claims of interests will normally have no effect on the holder of registered title.

Title Insurance

In Canada title insurance is a recent entry into the real estate market. As most provinces have a government guaranteed title insurance is often not obtained or necessary. Policies can be purchased for fee simple and leasehold estates as well as lender policies for mortgagees. Title policies tend to be specific to certain provinces and endorsements can be requested or deleted from policies. Title insurers rarely handle closing funds or act as escrow agents as this function is handled by the lawyers and law firms closing the transaction.

Real Property Secured Financing

Real property, both owned in fee simple or leased, can be pledged as security for financial obligations. There are various forms of such pledging of the interest but most commonly they are a mortgage of land or notice of security interest. In Ontario both have specific registration requirements. In a commercial setting most mortgages of land will also include a granting of security interest (and registration of the grant of security) over leases and rents flowing from any leases of the land.

Each province has specific rules for the enforcement of any mortgages or security against land. They are strictly enforced, and non-compliance will usually result in the enforcement process not being valid and as a result the process must be started again. In the commercial context the usual method to enforce real property security interests is through a court appointed receiver who will be tasked with selling the real property and satisfying the various creditors with the proceeds in order of their priority.

Land Transfer Taxes

Some form of land transfer will be payable on the transfer of land. These taxes vary considerably from province to province. In Ontario the tax is a graduated tax payable on the consideration being paid for the property. It is paid by the purchaser. The higher the value and the higher the rate of tax. On commercial/industrial properties the highest rate payable is 2% in Ontario. There is no federal land transfer tax in Canada, however some municipalities have the authority to charge a land transfer tax and in Ontario the City of Toronto charges a tax on the transfer of lands within Toronto and the rates match the tax charged by the Province of Ontario.

Land Use Regulation

In Ontario land use regulation is done at the municipal/regional level of government but in accordance with policies set at the provincial level. Municipal bylaws will establish the land use for areas within the municipality. The bylaws will establish which uses are permitted and which are not permitted. They will also speak to density of building, setbacks from boundaries and other requirements (parking, entranceways, landscaping etc.). Most commercial and industrial properties will have a variety of permitted uses; however, some uses will be site specific and only that use will be permitted.

It is possible to obtain municipal approval for non-material contraventions of the applicable zoning requirements and this is done through a minor variance. There is a public procedure to obtain a minor variance. A material change of use that is not permitted will probably require a re-zoning of the property. Again, there is a public process to obtain such approval. Neither re-zonings or minor variances are as of right, and the municipality has the discretion to refuse both.

Any division of a parcel of land will also require municipal approval, which again is done in a public process.

Expropriation

All levels of government in Canada have the authority to expropriate privately held land for public purposes. The usual process is for the government to negotiate with the landowner an amicable sale of the required property, and only to invoke the expropriation process if an agreement cannot be reached. If expropriation is required, then the land is independently valued, and compensation is paid accordingly. The landowner has appeal rights in the process.

Foreign Ownership

As a general rule, non-Canadian citizens can own property in Canada and non-Canadian corporate entities are also permitted to own real property. There are a wide variety of tax implications for non-Canadians owning property and specific advice should be sought for any non-Canadian person or entity contemplating the purchase of land in Canada.

TAXATION

The following summary of certain tax consequences in Singapore, the United States and Canada of the purchase, ownership and disposition of the Units is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (possibly with retroactive effect). The summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Units and does not purport to apply to all categories of investors, some of which may be subject to special rules. Investors should consult their tax advisers concerning the application of Singapore, United States and Canadian tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Units arising under the laws of any other tax jurisdictions.

SINGAPORE INCOME TAX OVERVIEW

Taxation of Digital Core REIT

Digital Core REIT is expected to derive dividends from Singapore Sub 1, the Singapore Lending Subs (as defined below) and Singapore Sub 3 and may derive gains from the sale of the shares in Singapore Sub 1, the Singapore Lending Subs and/or Singapore Sub 3.

Tax Rulings

An application for the Tax Rulings was made based on the structure diagram of Digital Core REIT as illustrated in “Overview – Structure of Digital Core REIT” of this Prospectus and *inter alia*, the following representations and information:

- (a) The Sponsor is working towards a proposed IPO of units in Digital Core REIT, a Singapore real estate investment trust (as defined in Section 43(10) of the SITA) to be listed on the SGX-ST, where the Sponsor will sponsor Digital Core REIT.
- (b) Digital Core REIT will invest in immovable properties situated in the U.S. and Canada. The offering of Digital Core REIT may be in U.S. dollars or in Singapore dollars.¹
- (c) Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 will be Singapore-incorporated companies, and will each be a direct wholly-owned subsidiary of the S-REIT.
- (d) Digital Core REIT will inject share capital in U.S. dollars (out of the IPO proceeds or proceeds from future post-IPO debt and/or equity fund raisings, and/or proceeds from third party loans, as applicable) into Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 in exchange for the issue of shares² in Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 respectively to the Trustee of Digital Core REIT (to be held on behalf of Digital Core REIT). Digital Core REIT may also make non-interest-bearing shareholder loans to Singapore Sub 3 out of the IPO proceeds or proceeds from future post-IPO debt and/or equity fund raising, and/or proceeds from third party loans, as applicable (a “**Shareholder Loan**”).
- (e) The business of each of Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 will be wholly managed and controlled in Singapore mainly by individuals based in Singapore and appointed as directors, and Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 will therefore respectively be tax resident in Singapore.

1 This representation was made in the application for the Tax Rulings, but for the purposes of the IPO, the offering will be in U.S. dollars only.

2 Which may be ordinary shares, preference shares, redeemable preference shares or a combination thereof.

- (f) Singapore Sub 1 will inject the equity funding from Digital Core REIT into the Parent U.S. REIT in exchange for 100% of the voting common stock in the Parent U.S. REIT (Parent U.S. REIT may issue some preferred shares to third party investors).
- (g) Singapore Sub 2 (the “**Initial Singapore Sub 2**”) will make a loan (“**Loan**”) out of the equity injected by Digital Core REIT following the IPO, to the Parent U.S. REIT.
- (h) Post-IPO, there may be more than one Singapore Sub 2 which will be equity funded by Digital Core REIT and each Singapore Sub 2 will utilise the equity injection by Digital Core REIT to make a Loan to the Parent U.S. REIT (i.e. each Singapore Sub 2 will only make a single Loan to the Parent U.S. REIT). For example, post-IPO, if there is to be acquisition of additional properties in the U.S. where the Parent U.S. REIT requires debt investment, a separate Singapore Sub 2 will make the debt investment by making a Loan to the Parent U.S. REIT utilising the equity injected by Digital Core REIT.

(The Initial Singapore Sub 2 and the separate Singapore Sub 2s will be known as “each **Singapore Lending Sub**” individually or “**Singapore Lending Subs**”) collectively)

- (i) Each Singapore Lending Sub’s principal activities will be to utilise the equity injected by Digital Core REIT to make its Loan to the Parent U.S. REIT. Although each Singapore Lending Sub does not have the freedom of investing the equity injected by Digital Core REIT however it so pleases other than making a Loan, it will be for the directors of each Singapore Lending Sub to consider the terms of the Loan, decide on and make the Loan to the Parent U.S. REIT and to carry out the necessary corporate and administrative actions to give effect to the Loan. Each Singapore Lending Sub will not be undertaking any other business activities apart from its passive investment by extending the Loan.
- (j) Each Loan will be unsecured and will be interest-bearing, arm’s-length and on market terms and conditions governed by U.S. laws and may allow for the repayment of principal from time to time by the Parent U.S. REIT. The relevant agreement for a Loan may either be concluded electronically, or may be executed wholly outside Singapore by the authorised representatives of the relevant Singapore Lending Sub and the Parent U.S. REIT.
- (k) Singapore Sub 3 will use the equity and debt (by way of Shareholder Loans) funding from Digital Core REIT to purchase an 80% to 90%¹ membership interest in the Canadian JV, which owns an immovable property in Canada.
- (l) Singapore Sub 1, each Singapore Lending Sub and Singapore Sub 3 serve the following purposes, among others:
 - to isolate the different legal and operational risks and requirements in managing the equity investment and debt investments within Singapore Sub 1 and each Singapore Lending Sub;
 - to allow the Trustee of Digital Core REIT to be segregated from the direct equity and debt investment in the Parent U.S. REIT and Canadian JV;
 - to comply with the technical requirements of the Portfolio Interest Exemption regime in the U.S.; and
 - to provide greater exit flexibility for Digital Core REIT if there is a need to completely divest the Parent U.S. REIT.

¹ It should be noted that the 80% to 90% range was represented in application for the Tax Rulings. As at the Listing Date, Digital Core REIT would hold a 90% interest in all the Properties in the IPO Portfolio through its (indirect) 90% membership interest in each JV.

- (m) The Parent U.S. REIT will be a U.S. incorporated company (either in the state of Delaware or Maryland¹) with issued stock.
- (n) The Parent U.S. REIT will inject the equity contribution from Singapore Sub 1 and the Loans proceeds from the Singapore Lending Subs as capital/equity into multiple limited liability companies and/or limited partnerships constituted in the U.S. (each a “**U.S. JV**”) in exchange for 80% to 90%² of membership or partnership interest in each U.S. JV (the remaining membership or partnership interest in each U.S. JV will be held by a related party of the Sponsor), where each U.S. JV will in turn hold a property-owning limited liability company or limited partnership constituted in the U.S. (each a “**U.S. Propco**”).
- (o) The Parent U.S. REIT will elect to be treated as a real estate investment trust (a “**U.S. real estate investment trust**”) within the meaning of Section 856 of the U.S. Tax Code, for U.S. federal income tax purposes from its formation. The Parent U.S. REIT will include its allocable share of each U.S. JV’s income, gain, loss and deduction in the Parent U.S. REIT’s income. As a U.S. real estate investment trust, the U.S. REIT will be required to distribute at least 90% of its taxable income annually. Any undistributed income of the Parent U.S. REIT will be subject to U.S. federal income tax in the U.S. at the applicable corporate rate. The operational currency of the Parent U.S. REIT will be U.S. dollars.
- (p) Each U.S. JV will be treated as a partnership for U.S. federal income tax purposes and will not be subject to U.S. federal income tax, but rather each partner will include its allocable share of each U.S. JV’s income, gain, loss or deduction on its own tax return. The operational currency of each U.S. JV will be U.S. dollars.
- (q) Each U.S. Propco will be structured to be treated as a disregarded entity for U.S. federal income tax purposes.
- (r) The Parent U.S. REIT will form a U.S. corporation that will elect, together with the U.S. REIT, to be treated as a taxable REIT subsidiary (a “**TRS**”) of the U.S. REIT within the meaning of Section 856(l) of the U.S. Code. The TRS will be taxable as a corporation for U.S. federal income tax purposes and will be required to pay U.S. federal income tax on its income at the applicable corporate rate. The operational currency of the TRS will be U.S. dollars.
- (s) Canadian JV is a limited liability company formed in the state of Delaware, the U.S., which currently holds an immovable property in Canada. Canadian JV is tax resident of the U.S. and once the IPO has occurred, will be treated as a partnership for U.S. federal income tax purposes. The control and management of Canadian JV is wholly exercised in the U.S. by the board of directors of Canadian JV.
- (t) Canadian JV will be subject to federal and provincial taxes in Canada at the prevailing rate of 26.5% and Canadian branch profits at the prevailing rate of 25%. Canadian JV will make tax filings in Canada, but will not be subject to any further tax in the U.S.

1 It should be noted that this was represented in the application for the Tax Rulings. For the purposes of the IPO, the Parent U.S. REIT will be a Maryland corporation.

2 It should be noted that the 80% to 90% range was represented in application for the Tax Rulings. As at the Listing Date, Digital Core REIT would hold a 90% interest in all the Properties in the IPO Portfolio through its (indirect) 90% membership interest in each JV.

Distributions

- (u) Each U.S. JV can distribute its income originating from the leasing of the immovable properties in the U.S. that it indirectly holds to the Parent U.S. REIT.
- (v) The Parent U.S. REIT can use the distributions from each U.S. JV to pay dividends to Singapore Sub 1 and/or interest on the Loans (“**U.S.-Sourced Interest**”) to the relevant Singapore Lending Sub.
- (w) Besides receiving dividends from the Parent U.S. REIT, Singapore Sub 1 may also receive capital proceeds which may originate from the redemption of membership/partnership interests and/or returns of capital paid by a U.S. JV to the Parent U.S. REIT, and which may in turn be used by the Parent U.S. REIT to redeem/return share capital injected by Singapore Sub 1. Singapore Sub 1 may decide to pay one-tier tax exempt dividends to Digital Core REIT out of the dividends and/or capital proceeds received from the Parent U.S. REIT or may use such receipts to redeem/return share capital injected by Digital Core REIT.
- (x) Besides receiving the U.S. Sourced Interest from the Parent U.S. REIT, Singapore Lending Sub may also receive repayments of principal on the Loans from the Parent U.S. REIT which may originate from the redemption of membership/partnership interests and/or returns of capital paid by a U.S. JV to the Parent U.S. REIT, and which may in turn be used by the Parent U.S. REIT to repay any amount of principal on any of the Loans.
- (y) The directors of each Singapore Lending Sub can decide if appropriate, to distribute (i) the U.S.-Sourced Interest and/or (ii) capital proceeds (such as repayments of principal on the Loan) received from Parent U.S. REIT, to Digital Core REIT as one-tier tax exempt dividends and/or to use such receipts to fund a return of capital to Digital Core REIT.
- (z) Canadian JV can distribute its income from the leasing of the immovable property in Canada that it holds (i.e. the “**Canadian JV Distributions**”¹) to Singapore Sub 3.
- (aa) Besides receiving Canadian JV Distributions, Singapore Sub 3 may also receive capital proceeds which may originate from the redemption of membership interests/returns of capital paid by Canadian JV to Singapore Sub 3.
- (bb) Singapore Sub 3 may decide to pay one-tier tax exempt dividends to the S-REIT out of the Canadian JV Distributions and/or capital proceeds received from Canadian JV or may use such receipts to redeem/return share capital injected by Digital Core REIT or to repay the Shareholder Loans to Digital Core REIT.
- (cc) Digital Core REIT may distribute the dividends received from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 to the Unitholders as determined by the Manager.
- (dd) Digital Core REIT may also distribute to the Unitholders any capital returned by Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 (including any repayment of principal on the Shareholder Loans by Singapore Sub 3 to Digital Core REIT).

¹ The Canadian JV Distributions comprise distributions made by the Canadian JV out of (i) its earned income/profit, (ii) capital gains/profits arising from the sale or exchange of the immovable property in Canada, and (iii) any part of its capital that has been contributed by its members (the “**Canadian JV Returns of Capital**”).

Funds Flow

- (ee) Each of Digital Core REIT, Singapore Sub 1, Singapore Lending Sub, Singapore Sub 3 the Parent U.S. REIT, each U.S. JV, each U.S. Propco and the Canadian JV will have at least one U.S. dollar bank account (and Canadian JV will have at least one Canadian dollar bank account) maintained outside Singapore (each an “**Offshore Account**”). The injection of share capital/equity into and by (as applicable) each of Singapore Sub 1, Singapore Lending Sub, Singapore Sub 3 the Parent U.S. REIT, each U.S. JV, each U.S. Propco and the Canadian JV, the disbursement of monies for the Loans by Singapore Lending Sub to the Parent U.S. REIT, as well as disbursement of monies for the Shareholder Loans by Digital Core REIT to Singapore Sub 3 will be made from the Offshore Account of the contributing party to the Offshore Account of the recipient.
- (ff) Similarly, the distributions (including capital distributions, the principal repayment for the Loans and the principal repayment of the Shareholder Loans) by a U.S. Propco, a U.S. JV, the Parent U.S. REIT, the Canadian JV, Singapore Sub 1, Singapore Lending Sub and Singapore Sub 3 as well as the payment of interest on the Loans by the Parent U.S. REIT to the relevant Singapore Lending Sub will be made from the Offshore Account of the contributing party to the Offshore Account of the recipient.
- (gg) Digital Core REIT may distribute the dividends received from Singapore Sub 1 and/or Singapore Lending Sub and/or Singapore Sub 3 to the Unitholders as determined by the Manager. Once the Manager determines that a distribution is to be made and the amount of distribution that is to be made (taking into account all relevant factors in arriving at the appropriate amount of distributable income), the Manager will arrange for the amount to be distributed to be transferred from the Offshore Account of Digital Core REIT to the CDP’s account in Singapore. The CDP will then facilitate the distribution to the Unitholders accordingly.
- (hh) To the extent that a Singapore Lending Sub requires the use of any portion of the U.S.-Sourced Interest paid by the Parent U.S. REIT (for example, to defray operating expenses), the Singapore Lending Sub will remit such portion of the U.S.-Sourced Interest as necessary from its Offshore Account into its bank account in Singapore, in which case Singapore Lending Sub will report such amount of U.S.-Sourced Interest remitted into its Singapore bank account for income tax purposes to the IRAS. Apart from any such portion of U.S.- Sourced Interest remitted into Singapore, each Singapore Lending Sub will not receive in or remit to Singapore the U.S.-Sourced Interest paid by the Parent U.S. REIT and will only utilise such U.S.-Sourced Interest to pay one-tier tax exempt dividends into the relevant Offshore Account of Digital Core REIT and/or for reinvestment outside Singapore.
- (ii) To the extent that Singapore Sub 3 requires the use of any portion of the Canadian JV Distributions (for example, to defray operating expenses), Singapore Sub 3 will remit such portion of the Canadian JV Distributions as necessary from its Offshore Account into its bank account in Singapore, in which case Singapore Sub 3 will report such amount of Canadian JV Distributions remitted into its Singapore bank account for income tax purposes to the IRAS. Apart from any such portion of Canadian JV Distributions remitted into Singapore, Singapore Sub 3 will not receive in or remit to Singapore the Canadian JV Distributions, and will only utilise the Canadian JV Distributions to pay one-tier tax exempt dividends into the relevant Offshore Account of Digital Core REIT and/or for reinvestment outside Singapore.

Pursuant to the Tax Rulings, the IRAS confirmed that:

- (1) any remittance into Singapore by Digital Core REIT of dividends received from Singapore Sub 1, each Singapore Lending Sub and/or Singapore Sub 3 will not result in Singapore Sub 1, Singapore Lending Sub and/or Singapore Sub 3 being deemed as having remitted their own respective foreign-sourced income into Singapore for income tax purposes.
- (2) The following receipts will not be subject to tax in Singapore:
 - (i) The Canadian JV Distributions (other than the Canadian JV Returns of Capital) receivable by Singapore Sub 3 from the Canadian JV (excluding any amounts of such Canadian JV Distributions actually remitted into Singapore Sub 3's bank account in Singapore);
 - (ii) The dividends receivable by Singapore Sub 1 from the Parent U.S. REIT. The tax exemption for this foreign-sourced dividend is provided under Section 13(8) of the SITA, subject to meeting the conditions in Section 13(9) of the SITA;
 - (iii) The tax-exempt (one-tier) dividends receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3;
 - (iv) The capital proceeds receivable by Singapore Sub 1 from the Parent U.S. REIT on the redemption/return of share capital/equity injected by Singapore Sub 1;
 - (v) The capital proceeds (including the Canadian JV Returns of Capital) receivable by Singapore Sub 3 from the Canadian JV on the redemption/return of capital held by Singapore Sub 3 in the Canadian JV;
 - (vi) The principal repayments on each Loan receivable by each Singapore Lending Sub from the Parent U.S. REIT;
 - (vii) The capital proceeds receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 on the redemption/return of share capital/equity injected by Digital Core REIT and repayment of principal on the Shareholder Loans receivable by Digital Core REIT from Singapore Sub 3;
 - (viii) The distributions receivable by the Unitholders from Digital Core REIT, which are payable by Digital Core REIT out of the tax-exempt (one-tier) dividend income from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3; and
 - (ix) The distribution of capital proceeds receivable by the Unitholders from Digital Core REIT, which are payable by Digital Core REIT out of capital returned by Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 (including any repayment of principal on the Shareholder Loans by Singapore Sub 3 to Digital Core REIT).
- (3) For the interest income from the Loan provided by the Initial Singapore Sub 2 in relation to the IPO, the IRAS is prepared to treat the interest income as foreign-sourced. The interest income therefore will not be subject to tax in Singapore unless it is remitted or deemed remitted under Section 10(25) of the SITA. This is on the basis that the Initial Singapore Sub 2 will be a passive lender, providing a single loan directly to the Parent U.S. REIT using the equity injected by Digital Core REIT following the IPO, and the Initial Singapore Sub 2 will not be undertaking any other business activities apart from its passive investment in its Loan.

- (4) To the extent that the structure of Digital Core REIT, the activities of the relevant parties in the Digital Core REIT structure, the transaction and distribution flows and the key features of the Loan to be provided remain the same as those represented to the IRAS in the application for the Tax Rulings, the Tax Ruling in paragraph (3) above will remain valid:
- (i) in relation to any subsequent Loan that may be provided in relation to the acquisition of the IPO portfolio and in relation to the future acquisitions post-IPO and
 - (ii) for the duration or term that Digital Core REIT is listed on the SGX-ST.
- (5) The Singapore Lending Subs may utilise their interest income for reinvestments wholly outside Singapore. Singapore Sub 3 may also utilise the Canada JV Distributions for reinvestments wholly outside Singapore. If so, when the investments are realised and the proceeds are brought into Singapore, the interest income and the Canada JV Distributions (other than the Canadian JV Returns of Capital) will be deemed received in Singapore under Section 10(25)(a) of the SITA. For clarity, if the aforesaid investment proceeds are used to pay tax exempt (one-tier) dividends directly into Digital Core REIT's offshore bank account (and does not involve any physical remittance, transmission or bringing of funds into Singapore by the relevant Singapore Lending Sub and/or Singapore Sub 3 for the purpose of the dividend payment), the said amount will not be considered as remitted or deemed remitted under Section 10(25) of the SITA.

Terms and conditions of the Tax Rulings

To the extent that the structure of Digital Core REIT, the activities of the relevant parties in the Digital Core REIT structure, the transaction and distribution flows and the key features of the Loans to be provided remain the same as those represented to the IRAS in the application for the Tax Rulings, the Tax Ruling in paragraph (3) above will remain valid:

- (a) in relation to any subsequent Loan that may be provided in relation to the acquisition of the IPO Portfolio and in relation to future acquisitions post-IPO; and
- (b) for the duration or term that Digital Core REIT is listed on the SGX-ST.

The Tax Rulings were made based on the IRAS' understanding that the steps to be taken in the proposed arrangements by the Sponsor and/or Manager will be in compliance with the applicable laws and regulations in the US.

The Tax Rulings were made based on facts presented to the IRAS in the application for the Tax Rulings and on the IRAS' current interpretation and application of the existing tax laws.

The Tax Rulings shall apply in relation to an arrangement as a ruling on a provision of the SITA only if the provision is expressly referred to in the Tax Rulings.

The Tax Rulings shall automatically not apply if:

- (a) the arrangement is materially different from the arrangement identified in the application for the Tax Rulings;
- (b) there was a material omission or misrepresentation in, or in connection with, the application for the Tax Rulings;
- (c) an assumption about a future event or another matter that is material to the Tax Rulings, stated either in the Tax Rulings or in the application for the Tax Rulings, subsequently proves to be incorrect; or
- (d) the IRAS stipulates a condition that is not satisfied.

In addition, where a provision of the SITA is repealed or amended, the Tax Rulings shall automatically not apply from the date of the repeal or amendment to the extent that the repeal or the amendment changes the way the provision applies in the Tax Rulings.

Further, the IRAS may at any time withdraw the Tax Rulings from such date specified, by notifying the Sponsor or the Manager in writing of the withdrawal and the reasons therefor.

Dividends received by Digital Core REIT from Singapore Sub 1 and/or the Singapore Lending Subs and/or Singapore Sub 3

Based on the Tax Rulings, IRAS has agreed that the tax exempt (one-tier) dividends receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 will not be subject to tax in Singapore.

Dividends paid by Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 should be considered tax exempt (1-tier) dividends pursuant to Section 13(1)(za) of the SITA, provided Singapore Sub 1 and the Singapore Lending Subs and Singapore Sub 3 are tax resident in Singapore. For the purposes of the SITA a company is considered to be tax resident of Singapore if the control and management of its business is exercised in Singapore.

Returns of capital received by Digital Core REIT

Based on the Tax Rulings, IRAS has agreed that the capital proceeds receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 on the redemption/return of share capital/equity injected by Digital Core REIT and the repayment of principal on the Shareholder Loans receivable by Digital Core REIT by Singapore Sub 3) will not be subject to tax in Singapore.

Gains from the sale of shares of Singapore Sub 1 and/or the Singapore Lending Subs and/or Singapore Sub 3

Singapore does not impose tax on capital gains. Gains derived by Digital Core REIT from the disposal of shares in Singapore Sub 1, any Singapore Lending Sub and/or Singapore Sub 3 that are capital in nature will not be subject to tax. However, such gains may be considered income in nature and subject to income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if Digital Core REIT did not intend to acquire and hold the shares in question as long-term investments. Whether any gain from the sale of any such shares is or is not derived from a trade or business has to be determined based on the totality of facts surrounding the acquisition, holding and disposal of the relevant shares.

In practice, should such gains be determined to be income and hence subject to income tax, the tax will be assessed on the Trustee, and in the event that the Trustee and the Manager exercise their discretion to make a distribution out of such gains assessed to tax directly on the Trustee, such distribution will not be further taxed and the Unitholders will not be able to claim a tax credit in respect of the tax paid at the Trustee level.

Taxation of Singapore Sub 1

Dividends from the Parent U.S. REIT

Based on the Tax Rulings, the IRAS has agreed that the dividend income receivable by Singapore Sub 1 from the Parent U.S. REIT is tax exempt under Section 13(8) of the SITA subject to meeting the conditions in Section 13(9) of the SITA which are:

- (a) the income is subject to tax of a similar character to income tax (by whatever name called) under the law of the territory from which the income is received;
- (b) at the time the income is received in Singapore by the person tax resident in Singapore, the highest rate of tax of a similar character to income tax (by whatever name called) levied under the law of the territory from which the income is received on any gains or profits from any trade or business carried on by any company in that territory at that time is not less than 15%; and
- (c) the Comptroller of Income Tax is satisfied that the tax exemption would be beneficial to the person tax resident in Singapore.

Gains from the disposal of the Parent U.S. REIT

Singapore does not impose tax on capital gains. Gains derived by Singapore Sub 1 from the disposal of shares in the Parent U.S. REIT that are capital in nature will not be subject to tax. However, such gains may be considered income in nature and subject to income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if Singapore Sub 1 did not intend to acquire and hold the shares in question as long-term investments. Whether any gain from the sale of any such shares is or is not derived from a trade or business has to be determined based on the totality of facts surrounding the acquisition, holding and disposal of the relevant shares.

Capital Proceeds paid by the Parent U.S. REIT

Pursuant to the Tax Rulings, the IRAS had agreed that the capital proceeds receivable by Singapore Sub 1 from the Parent U.S. REIT on the redemption/return of share capital/equity injected by Singapore Sub 1 will not be subject to tax in Singapore.

Taxation of the Singapore Lending Subs

Interest income from the Parent U.S. REIT

Pursuant to the Tax Rulings, the IRAS is prepared to treat the interest income from the Loan provided by each Singapore Lending Sub as foreign-sourced. The interest income will therefore not be subject to tax in Singapore unless it is remitted or deemed remitted under Section 10(25) of the SITA.

Section 10(25) of the SITA states that the following amounts shall be deemed to be income received in Singapore from outside Singapore whether or not the source from which the income is derived has ceased:

- (a) any amount from any income derived from outside Singapore which is remitted to, transmitted or brought into, Singapore;

- (b) any amount from any income derived from outside Singapore which is applied in or towards satisfaction of any debt incurred in respect of a trade or business carried on in Singapore; and
- (c) any amount from any income derived from outside Singapore which is applied to purchase any movable property which is brought into Singapore.

If the interest income is used by the Singapore Lending Subs to pay tax exempt (one-tier) dividends from the Singapore Lending Subs' Offshore Accounts directly into Digital Core REIT's Offshore Account, this alone should not result in any deemed receipt or remittance of the interest into Singapore by the Singapore Lending Subs within the meaning of Section 10(25) of the SITA.

Principal repayments by the Parent U.S. REIT

Pursuant to the Tax Rulings, the IRAS had agreed that the principal repayments on each Loan receivable by each Singapore Lending Sub from the Parent U.S REIT will not be subject to tax in Singapore.

Taxation of Singapore Sub 3

Canadian JV Distributions by the Canadian JV

Pursuant to the Tax Rulings, the IRAS is prepared to treat the Canadian JV Distributions (other than the Canadian JV Returns of Capital, the treatment of which is described in the section "Capital Proceeds paid by the Canadian JV" below) receivable by Singapore Sub 3 from the Canadian JV as foreign-sourced. The Canadian JV Distributions will therefore not be subject to tax in Singapore unless it is remitted or deemed remitted under Section 10(25) of the SITA.

Section 10(25) of the SITA states that the following amounts shall be deemed to be income received in Singapore from outside Singapore whether or not the source from which the income is derived has ceased:

- (a) any amount from any income derived from outside Singapore which is remitted to, transmitted or brought into, Singapore;
- (b) any amount from any income derived from outside Singapore which is applied in or towards satisfaction of any debt incurred in respect of a trade or business carried on in Singapore; and
- (c) any amount from any income derived from outside Singapore which is applied to purchase any movable property which is brought into Singapore.

If the Canadian JV Distributions are used by Singapore Sub 3 to pay tax exempt (one-tier) dividends from the Singapore Sub 3's Offshore Account directly into Digital Core REIT's Offshore Account, this alone should not result in any deemed receipt or remittance of the Canadian JV Distributions into Singapore by the Singapore Sub 3 within the meaning of Section 10(25) of the SITA.

Capital Proceeds paid by the Canadian JV

Pursuant to the Tax Rulings, the IRAS had agreed that the capital proceeds (including the Canadian JV Returns on Capital) receivable by Singapore Sub 3 from the Canadian JV on the redemption/return of capital held by Singapore Sub 3 in the Canadian JV will not be subject to tax in Singapore.

Taxation of Digital Core REIT Unitholders

Distributions out of tax-exempt dividends

Tax exempt dividends should not form part of the statutory income of the Trustee of Digital Core REIT and distributions made out of such non-taxable income should not be taxable in the hands of the Unitholders. Pursuant to the Tax Rulings, IRAS has agreed that the distributions receivable by the Unitholders from Digital Core REIT (payable out of the tax-exempt (one-tier) dividend income from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3) will not be subject to tax in Singapore.

Distributions out of capital gains

Capital gains should not form part of the statutory income of the Trustee of Digital Core REIT and distributions made out of such non-taxable income should not be taxable in the hands of the Unitholders. Hence, distributions made out of gains or profits arising from a disposal of any property of Digital Core REIT that have been determined to be capital gains should not be taxable in the hands of Unitholders.

Pursuant to the Tax Rulings, IRAS had agreed that the distribution of capital proceeds receivable by the Unitholders from Digital Core REIT, which are payable by Digital Core REIT out of capital returned by Singapore Sub 1, and/or each Singapore Lending Sub and/or Singapore Sub 3 (including any repayment of principal on any Shareholder Loan by Singapore Sub 3 to Digital Core REIT) will not be subject to tax in Singapore.

Gains from disposal of the Units

Singapore does not impose tax on capital gains. Therefore, gains on disposal of the Units that are capital in nature will not be subject to tax. However, such gains may be considered income in nature and subject to income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if the Unitholder did not intend to acquire and hold the Units as long-term investments.

Whether any gain from the sale of any of the Units is or is not derived from a trade or business has to be determined based on the totality of facts surrounding the acquisition, holding and disposal of the Units. Because of this, Unitholders are advised to consult their own professional advisers on the Singapore tax consequences that may apply to their individual circumstances.

STAMP DUTY OVERVIEW

Stamp duty should not be payable on the transfers of the Units through the CDP without any written instrument or agreement of transfer. In the event of a change of trustee for Digital Core REIT, stamp duty should not be payable on any document effecting the appointment of a new trustee and the transfer of the Deposited Property from the incumbent trustee to the new trustee, if there is no beneficial interest in the Deposited Property transferred to the new trustee.

GOODS AND SERVICES TAX OVERVIEW

Issue and disposal of the Units

The issue of the Units should not be subject to GST. Hence, Unitholders would not incur any GST on the subscription of the Units. The subsequent disposal of the Units by Unitholders should also not be subject to GST.

Recovery of GST incurred by Unitholders

Generally, services such as legal fee, brokerage, handling and clearing charges rendered by a GST-registered person to Unitholders belonging in Singapore in connection with their purchase and sale of Units would be subject to GST at the prevailing standard-rate of 7.0%. Similar services rendered to Unitholders belonging outside Singapore could be zero-rated when certain conditions are met.

For Unitholders belonging in Singapore who are registered for GST, any GST on expenses incurred in connection with the disposal of the Units may not be recoverable as input tax credit from the IRAS unless certain conditions are satisfied. These GST-registered Unitholders should seek the advice of their tax advisers on these conditions.

U.S. FEDERAL INCOME TAX OVERVIEW

The following is an overview of certain U.S. federal income tax considerations relevant to a Non-U.S. Unitholder that purchases Units for cash in this offering. For purposes of this discussion, a **“Non-U.S. Unitholder”** means a beneficial owner (other than a partnership or other pass-through entity) of our Units that is not, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident alien of the United States; (ii) a corporation or any other organisation taxable as a corporation for U.S. federal income tax purposes, created or organised in the United States or under the laws of the United States or of any state thereof or the District of Columbia or is otherwise taxable as a U.S. corporation pursuant to Sections 269B, 1504(d) and/or 7874 of the U.S. Tax Code; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust if (A) the trust is subject to the primary supervision of a U.S. court and all substantial decisions of the trust are controlled by one or more United States persons or (B) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person. This discussion does not address tax considerations relating to any U.S. persons purchasing Units or to any Cornerstone Investors.

This discussion does not address the tax treatment of partnerships (or other entities that are treated as partnerships, grantor trusts, or other pass-through entities for U.S. federal income tax purposes) or persons that hold their Units through partnerships, grantor trusts or such other pass-through entities. The tax treatment of a partner in a partnership or a holder of an interest in another pass-through entity that will hold our Units generally will depend upon the status of the partner or interest holder and the activities of the partner or interest holder and the partnership or other pass-through entity, as applicable. Such a partner or interest holder should consult his, her, or its tax adviser regarding the tax consequences of the purchase, ownership and disposition of our Units through a partnership or other pass-through entity, as applicable.

This discussion is based upon the provisions of the U.S. Tax Code, the U.S. Treasury regulations promulgated thereunder, judicial decisions, and published rulings, administrative procedures and other guidance of the IRS, all as in effect as of the date hereof. These authorities are subject to change and to differing interpretations, possibly with retroactive effect, which could result in U.S. federal income tax treatment different than the treatment summarised below. No ruling has been or is expected to be sought from the IRS with respect to the matters discussed below, and there can be no assurance that the IRS will not challenge the U.S. federal income tax treatment summarised below, or that any such challenge would not be sustained by a court.

This discussion assumes that Digital Core REIT is not directly or indirectly (including through subsidiaries that are treated as flow-through entities for U.S. federal income tax purposes) engaged, or treated as engaged, in a trade or business in the United States.

This discussion is not a complete analysis of all of the potential U.S. federal income tax consequences relating to the purchase, ownership, and disposition of our Units by Non-U.S. Unitholders, nor does it address any consequences under other U.S. federal tax laws, any tax consequences arising under any state, local, or non-U.S. tax laws, or the impact of any applicable tax treaty. In addition, this discussion does not address tax consequences resulting from a Non-U.S. Unitholder's particular circumstances or to Non-U.S. Unitholders that may be subject to special tax rules, including, without limitation: a Non-U.S. Unitholder that has an office or a fixed place of business in the United States; a Non-U.S. Unitholder that is present in the United States for 183 days or more in a taxable year; a Non-U.S. Unitholder that is engaged in the conduct of a trade or business in the United States; non-U.S. governments, agencies or instrumentalities thereof, or entities they control; "controlled foreign corporations" and their shareholders; "passive foreign investment companies" and their shareholders; partnerships, grantor trusts or other entities that are treated as pass-through entities for U.S. federal income tax purposes, and their owners; corporations that accumulate earnings to avoid U.S. federal income tax; former citizens or former long-term residents of the United States (U.S. expatriates); banks, insurance companies or other financial institutions; tax-exempt pension funds or other tax-exempt organisations; persons who acquired our Units pursuant to the exercise of compensatory options or otherwise as compensation; tax-qualified retirement plans; traders, brokers or dealers in securities, commodities or currencies; persons who hold our Units as a position in a hedging transaction, wash sale, "straddle", "conversion transaction" or other risk reduction transaction or synthetic security; persons who do not hold our Units as a capital asset within the meaning of Section 1221 of the U.S. Tax Code (generally, property held for investment purposes); persons subject to special tax accounting rules as a result of any item of gross income with respect to our Units being taken into account in a financial statement; persons who own or have owned, or are deemed to own or to have owned, more than 5% of our Units, by value or voting power; or persons deemed to sell our Units under the constructive sale provisions of the U.S. Tax Code.

Prospective investors should consult their tax advisers regarding the particular U.S. federal income tax consequences to them of purchasing, owning and disposing of our Units, as well as any tax consequences arising under any state, local or non-U.S. tax laws, any other U.S. federal tax laws, and any applicable tax treaty. Prospective investors should also consult their tax advisers regarding the possible effects of changes in U.S. or other tax laws.

U.S. Federal Income Taxation of the Parent U.S. REIT

General

The Parent U.S. REIT intends to elect to be taxed as a U.S. REIT under Sections 856 through 860 of the U.S. Tax Code commencing with its initial taxable year ending 31 December 2021. The Parent U.S. REIT intends to be organised and to operate in a manner that will allow it to qualify for taxation as a U.S. REIT under the U.S. Tax Code commencing with such taxable year, and it intends to continue to be organised and operate in this manner. However, qualification and taxation as a U.S. REIT depend upon the Parent U.S. REIT's ability to meet the various qualification tests imposed under the U.S. Tax Code, including through actual operating results, asset composition, distribution levels and diversity of share ownership. Accordingly, no assurance can be given that the Parent U.S. REIT will be organised or will be able to operate in a manner so as to qualify or remain qualified as a U.S. REIT. See "– Failure to Qualify as a U.S. REIT" for potential tax consequences if the Parent U.S. REIT fails to qualify as a U.S. REIT.

Provided the Parent U.S. REIT qualifies for taxation as a U.S. REIT, it generally will not be required to pay U.S. federal corporate income taxes on its "REIT taxable income" (as defined in the U.S. Tax Code) that is currently distributed to its shareholders. This treatment substantially eliminates the "double taxation" that ordinarily results from investment in a corporation under Subchapter C of the U.S. Tax Code (a "**C corporation**"). A C corporation is a corporation that generally is required to pay tax at the corporate level. Double taxation means taxation once at the

corporate level when income is earned and once again at the shareholder level when the income is distributed. The Parent U.S. REIT will, however, be required to pay U.S. federal income tax as follows:

- First, the Parent U.S. REIT will be required to pay regular U.S. federal corporate income tax on any undistributed REIT taxable income, including undistributed capital gain.
- Second, if the Parent U.S. REIT has (1) net income from the sale or other disposition of “foreclosure property” held primarily for sale to customers in the ordinary course of business or (2) other nonqualifying income from foreclosure property, it will be required to pay regular U.S. federal corporate income tax on this income. To the extent that income from foreclosure property is otherwise qualifying income for purposes of the 75% gross income test, this tax is not applicable. Subject to certain other requirements, foreclosure property generally is defined as property the Parent U.S. REIT acquired through foreclosure or after a default on a loan secured by the property or a lease of the property.
- Third, the Parent U.S. REIT will be required to pay a 100% tax on any net income from prohibited transactions. Prohibited transactions are, in general, sales or other taxable dispositions of property, other than foreclosure property, held as inventory or primarily for sale to customers in the ordinary course of business.
- Fourth, if the Parent U.S. REIT fails to satisfy the 75% gross income test or the 95% gross income test, as described below, but has otherwise maintained its qualification as a REIT because certain other requirements are met, it will be required to pay a tax equal to (1) the greater of (A) the amount by which it fails to satisfy the 75% gross income test and (B) the amount by which it fails to satisfy the 95% gross income test, multiplied by (2) a fraction intended to reflect its profitability.
- Fifth, if the Parent U.S. REIT fails to satisfy any of the asset tests (other than a *de minimis* failure of the 5% or 10% asset test), as described below, due to reasonable cause and not due to wilful neglect, and it nonetheless maintains its U.S. REIT qualification because of specified cure provisions, it will be required to pay a tax equal to the greater of US\$50,000 or the U.S. federal corporate income tax rate multiplied by the net income generated by the nonqualifying assets that caused it to fail such test.
- Sixth, if the Parent U.S. REIT fails to satisfy any provision of the U.S. Tax Code that would result in its failure to qualify as a U.S. REIT (other than a violation of the gross income tests or certain violations of the asset tests, as described below) and the violation is due to reasonable cause and not due to wilful neglect, it may retain its U.S. REIT qualification but it will be required to pay a penalty of US\$50,000 for each such failure.
- Seventh, the Parent U.S. REIT will be required to pay a 4% excise tax to the extent it fails to distribute during each calendar year at least the sum of (1) 85% of its ordinary income for the year, (2) 95% of its capital gain net income for the year, and (3) any undistributed taxable income from prior periods.
- Eighth, if the Parent U.S. REIT acquires any asset from a corporation that is or has been a C corporation in a transaction in which the Parent U.S. REIT’s tax basis in the asset is less than the fair market value of the asset, in each case determined as of the date on which it acquired the asset, and the Parent U.S. REIT subsequently recognises gain on the disposition of the asset during the five-year period beginning on the date on which it acquired the asset, then it generally will be required to pay regular U.S. federal corporate income tax on this gain to the extent of the excess of (1) the fair market value of the asset over (2) the Parent U.S. REIT’s adjusted tax basis in the asset, in each case determined as of the date on which it acquired the asset. The results described in this paragraph with respect to the

recognition of gain assume that the C corporation will refrain from making an election to receive different treatment under applicable U.S. Treasury regulations on its tax return for the year in which the Parent U.S. REIT acquires the asset from the C corporation. Under applicable U.S. Treasury regulations, any gain from the sale of property the Parent U.S. REIT acquired in an exchange under Section 1031 (a like-kind exchange) or Section 1033 (an involuntary conversion) of the U.S. Tax Code generally is excluded from the application of this built-in gains tax.

- Ninth, the Parent U.S. REIT's subsidiaries that are C corporations, including its "taxable REIT subsidiaries" described below, generally will be required to pay regular U.S. federal corporate income tax on their earnings.
- Tenth, the Parent U.S. REIT will be required to pay a 100% tax on any "redetermined rents", "redetermined deductions", "excess interest" or "redetermined TRS service income". In general, redetermined rents are rents from real property that are overstated as a result of services furnished to any of the Parent U.S. REIT's tenants by a taxable REIT subsidiary of the Parent U.S. REIT. Redetermined deductions and excess interest generally represent amounts that are deducted by a taxable REIT subsidiary of the Parent U.S. REIT for amounts paid to the Parent U.S. REIT that are in excess of the amounts that would have been deducted based on arm's length negotiations. Redetermined TRS service income generally represents income of a taxable REIT subsidiary that is understated as a result of services provided to the Parent U.S. REIT or on its behalf.
- Eleventh, the Parent U.S. REIT may elect to retain and pay income tax on its net capital gain. In that case, a shareholder of the Parent U.S. REIT would include its proportionate share of the Parent U.S. REIT's undistributed capital gain (to the extent the Parent U.S. REIT makes a timely designation of such gain to the shareholder) in its income, would be deemed to have paid the tax that the Parent U.S. REIT paid on such gain, and would be allowed a credit for its proportionate share of the tax deemed to have been paid, and an adjustment would be made to increase the tax basis of the shareholder in the Parent U.S. REIT's capital stock.
- Twelfth, if the Parent U.S. REIT fails to comply with the requirement to send annual letters to its shareholders holding at least a certain percentage of its shares, as determined under applicable U.S. Treasury regulations, requesting information regarding the actual ownership of its shares, and the failure is not due to reasonable cause or is due to wilful neglect, it will be subject to a US\$25,000 penalty, or if the failure is intentional, a US\$50,000 penalty.

The Parent U.S. REIT and its subsidiaries may be subject to a variety of taxes other than U.S. federal income tax, including payroll taxes and state and local income, property and other taxes on their assets and operations.

Requirements for Qualification as a U.S. REIT

The U.S. Tax Code defines a U.S. REIT as a corporation, trust or association:

- (1) that is managed by one or more trustees or directors;
- (2) that issues transferable shares or transferable certificates to evidence its beneficial ownership;
- (3) that would be taxable as a U.S. corporation, but for Sections 856 through 860 of the U.S. Tax Code;
- (4) that is not a financial institution or an insurance company within the meaning of certain provisions of the U.S. Tax Code;

- (5) that is beneficially owned by 100 or more persons;
- (6) not more than 50% in value of the outstanding shares of which is owned, actually or constructively, by five or fewer individuals, including certain specified entities, during the last half of each taxable year; and
- (7) that meets other tests, described below, regarding the nature of its income and assets and the amount of its distributions.

The U.S. Tax Code provides that conditions (1) to (4), inclusive, must be met during the entire taxable year and that condition (5) must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a taxable year of less than 12 months. Conditions (5) and (6) do not apply until after the first taxable year for which an election is made to be taxed as a U.S. REIT. The Parent U.S. REIT will issue to more than 100 individuals preferred shares that are subject to certain transfer restrictions to ensure compliance with condition (5). These individuals will be unrelated to the Sponsor and to Digital Core REIT. For purposes of condition (6), the term “individual” includes a supplemental unemployment compensation benefit plan, a private foundation or a portion of a trust permanently set aside or used exclusively for charitable purposes, but generally does not include a qualified pension plan or profit sharing trust. To help comply with condition (6), the Trust Deed generally restricts transfers of Units that would otherwise result in concentrated ownership positions. See “Important Notice Regarding the Ownership of Units – Restriction on ownership of Units in excess of 9.8% of the outstanding Units” for further details.

Income Tests

The Parent U.S. REIT must satisfy two gross income requirements annually to maintain its qualification as a U.S. REIT. First, in each taxable year it must derive directly or indirectly at least 75% of its gross income (excluding gross income from prohibited transactions, certain hedging transactions and certain foreign currency gains) from investments relating to real property or mortgages on real property, including “rents from real property”, dividends from other U.S. REITs and, in certain circumstances, interest, or certain types of temporary investments. Second, in each taxable year the Parent U.S. REIT must derive at least 95% of its gross income (excluding gross income from prohibited transactions, certain hedging transactions and certain foreign currency gains) from the real property investments described above or dividends, interest and gain from the sale or disposition of shares or securities, or from any combination of the foregoing. For these purposes, the term “interest” generally does not include any amount received or accrued, directly or indirectly, if the determination of all or some of the amount depends in any way on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term “interest” solely by reason of being based on a fixed percentage or percentages of receipts or sales.

Rents the Parent U.S. REIT receives from a tenant will qualify as “rents from real property” for the purpose of satisfying the gross income requirements for a U.S. REIT described above only if all of the following conditions are met:

- The amount of rent is not based in whole or in part on the income or profits of any person. However, an amount the Parent U.S. REIT receives or accrues generally will not be excluded from the term “rents from real property” solely because it is based on a fixed percentage or percentages of receipts or sales or if it is based on the net income of a tenant which derives substantially all of its income with respect to such property from subleasing of substantially all of such property, to the extent that the rents paid by the subtenants would qualify as rents from real property if the Parent U.S. REIT earned such amounts directly;

- Neither the Parent U.S. REIT nor an actual or constructive owner of 10% or more of its capital stock actually or constructively owns 10% or more of the interests in the assets or net profits of a non-corporate tenant, or, if the tenant is a corporation, 10% or more of the total combined voting power of all classes of stock entitled to vote or 10% or more of the total value of all classes of stock of the tenant. Rents the Parent U.S. REIT receives from such a tenant that is a taxable REIT subsidiary of the Parent U.S. REIT, however, will not be excluded from the definition of “rents from real property” as a result of this condition if at least 90% of the space at the property to which the rents relate is leased to third parties, and the rents paid by the taxable REIT subsidiary are substantially comparable to rents paid by the Parent U.S. REIT’s other tenants for comparable space. Whether rents paid by a taxable REIT subsidiary are substantially comparable to rents paid by other tenants is determined at the time the lease with the taxable REIT subsidiary is entered into, extended, and modified, if such modification increases the rents due under such lease. Notwithstanding the foregoing, however, if a lease with a “controlled taxable REIT subsidiary” is modified and such modification results in an increase in the rents payable by such taxable REIT subsidiary, any such increase will not qualify as “rents from real property”. For purposes of this rule, a “controlled taxable REIT subsidiary” is a taxable REIT subsidiary in which the Parent U.S. REIT owns shares possessing more than 50% of the voting power or more than 50% of the total value of the outstanding shares of such taxable REIT subsidiary;
- Rent attributable to personal property, leased in connection with a lease of real property, is not greater than 15% of the total rent received under the lease. If this condition is not met, then the portion of the rent attributable to personal property will not qualify as “rents from real property”. To the extent that rent attributable to personal property, leased in connection with a lease of real property, exceeds 15% of the total rent received under the lease, the Parent U.S. REIT may transfer a portion of such personal property to a taxable REIT subsidiary; and
- The Parent U.S. REIT generally may not operate or manage the property or furnish or render services to its tenants, subject to a 1% *de minimis* exception and certain other exceptions. The Parent U.S. REIT may, however, perform services that are “usually or customarily rendered” in connection with the rental of space for occupancy only and are not otherwise considered “rendered to the occupant” of the property. Examples of these services include the provision of light, heat, or other utilities, trash removal and general maintenance of common areas. In addition, the Parent U.S. REIT may employ an independent contractor from whom it derives no revenue to provide customary services to its tenants, or a taxable REIT subsidiary (which may be wholly or partially owned by the Parent U.S. REIT) to provide both customary and non-customary services to its tenants, without causing the rent it receives from those tenants to fail to qualify as “rents from real property”.

If the Parent U.S. REIT fails to satisfy one or both of the 75% or 95% gross income tests for any taxable year, it may nevertheless qualify as a U.S. REIT for the year if it is entitled to relief under certain provisions of the U.S. Tax Code. The Parent U.S. REIT generally may make use of the relief provisions if:

- following its identification of the failure to meet the 75% or 95% gross income tests for any taxable year, it files a schedule with the IRS setting forth each item of its gross income for purposes of the 75% or 95% gross income tests for such taxable year in accordance with U.S. Treasury regulations to be issued; and
- its failure to meet these tests was due to reasonable cause and not due to wilful neglect.

It is not possible, however, to state whether in all circumstances the Parent U.S. REIT would be entitled to the benefit of these relief provisions. For example, if the Parent U.S. REIT fails to satisfy the gross income tests because nonqualifying income that it intentionally accrues or receives exceeds the limits on nonqualifying income, the IRS could conclude that its failure to satisfy the

tests was not due to reasonable cause. If these relief provisions do not apply to a particular set of circumstances, the Parent U.S. REIT will not qualify as a U.S. REIT. See “– Failure to Qualify as a U.S. REIT” below. As discussed above in “– General”, even if these relief provisions apply, and the Parent U.S. REIT retains its status as a U.S. REIT, a tax would be imposed with respect to its nonqualifying income. The Parent U.S. REIT may not always be able to comply with the gross income tests for U.S. REIT qualification despite periodic monitoring of its income.

Asset Tests

At the close of each calendar quarter of its taxable year, the Parent U.S. REIT must also satisfy certain tests relating to the nature and diversification of its assets. First, at least 75% of the value of the Parent U.S. REIT’s total assets must be represented by real estate assets, cash, cash items and U.S. government securities. For purposes of this test, the term “real estate assets” generally means real property (including interests in real property and interests in mortgages on real property or on both real property and, to a limited extent, personal property), shares (or transferable certificates of beneficial interest) in other U.S. REITs, any stock or debt instrument attributable to the investment of the proceeds of a stock offering or a public offering of debt with a term of at least five years (but only for the one-year period beginning on the date the Parent U.S. REIT receives such proceeds), debt instruments of publicly offered U.S. REITs, and personal property leased in connection with a lease of real property for which the rent attributable to personal property is not greater than 15% of the total rent received under the lease.

Second, not more than 25% of the value of the Parent U.S. REIT’s total assets may be represented by securities (including securities of taxable REIT subsidiaries), other than those securities includable in the 75% asset test.

Third, of the investments included in the 25% asset class, and except for certain investments in other U.S. REITs and the Parent U.S. REIT’s taxable REIT subsidiaries, the value of any one issuer’s securities may not exceed 5% of the value of the Parent U.S. REIT’s total assets, and the Parent U.S. REIT may not own more than 10% of the total vote or value of the outstanding securities of any one issuer. Certain types of securities the Parent U.S. REIT may own are disregarded as securities solely for purposes of the 10% value test, including, but not limited to, securities satisfying the “straight debt” safe harbour, securities issued by a partnership that itself would satisfy the 75% income test if it were a U.S. REIT, any loan to an individual or an estate, any obligation to pay rents from real property and any security issued by a U.S. REIT. In addition, solely for purposes of the 10% value test, the determination of the Parent U.S. REIT’s interest in the assets of a partnership in which the Parent U.S. REIT owns an interest will be based on its proportionate interest in any securities issued by the partnership, excluding for this purpose certain securities described in the U.S. Tax Code.

Fourth, not more than 20% of the value of the Parent U.S. REIT’s total assets may be represented by the securities of one or more taxable REIT subsidiaries. The Parent U.S. REIT may own interests in one or more companies that will elect, together with the Parent U.S. REIT, to be treated as its taxable REIT subsidiaries. So long as each of these companies qualifies as a taxable REIT subsidiary of the Parent U.S. REIT, then the Parent U.S. REIT will not be subject to the 5% asset test, the 10% voting securities limitation or the 10% value limitation with respect to its ownership of the securities of such companies.

Fifth, not more than 25% of the value of the Parent U.S. REIT’s total assets may be represented by debt instruments of publicly offered U.S. REITs to the extent those debt instruments would not be real estate assets but for the inclusion of debt instruments of publicly offered U.S. REITs in the meaning of real estate assets, as described above (e.g., a debt instrument issued by a publicly offered U.S. REIT that is not secured by a mortgage on real property).

The Parent U.S. REIT is expected to satisfy the above asset tests on a continuing basis beginning with its first taxable year that it intends to qualify as a U.S. REIT. If the Parent U.S. REIT fails to satisfy any of the above asset tests, it may nevertheless qualify as a U.S. REIT for such year if it is entitled to relief under certain provisions of the U.S. Tax Code. As discussed above in “– General”, even if these relief provisions were to apply, a tax would be imposed.

Annual Distribution Requirements

To maintain its qualification as a U.S. REIT, the Parent U.S. REIT is required to distribute dividends, other than capital gain dividends, to its shareholders each year in an amount at least equal to the sum of:

- 90% of its REIT taxable income; and
- 90% of its after-tax net income, if any, from foreclosure property; minus
- the excess of the sum of certain items of non-cash income over 5% of its REIT taxable income.

For these purposes, the REIT taxable income of the Parent U.S. REIT is computed without regard to the dividends paid deduction and the Parent U.S. REIT’s net capital gain. In addition, for purposes of this test, non-cash income generally means income attributable to levelled stepped rents, original issue discount, cancellation of indebtedness, or a like-kind exchange that is later determined to be taxable.

Under some circumstances, the Parent U.S. REIT may be able to rectify an inadvertent failure to meet the 90% distribution requirement for a year by paying “deficiency dividends” to its shareholders in a later year, which may be included in its deduction for dividends paid for the earlier year. In that case, the Parent U.S. REIT may be able to avoid being taxed on amounts distributed as deficiency dividends, subject to the 4% excise tax described below. However, the Parent U.S. REIT will be required to pay interest to the IRS based upon the amount of any deduction claimed for deficiency dividends. While the payment of a deficiency dividend will apply to a prior year for purposes of the Parent U.S. REIT’s distribution requirements, such payment will be treated as an additional distribution to the Parent U.S. REIT’s shareholders in the year such dividend is paid. In addition, if a dividend the Parent U.S. REIT has paid is treated as a preferential dividend, in lieu of treating the dividend as not counting toward satisfying the 90% distribution requirement, the IRS may provide a remedy to cure such failure if the IRS determines that such failure is (or is of a type that is) inadvertent or due to reasonable cause and not due to wilful neglect.

Furthermore, the Parent U.S. REIT will be required to pay a 4% excise tax to the extent it fails to distribute during each calendar year at least the sum of 85% of its ordinary income for such year, 95% of its capital gain net income for the year and any undistributed taxable income from prior periods. Any ordinary income and net capital gain on which U.S. federal corporate income tax is imposed for any year is treated as an amount distributed during that year for purposes of calculating this excise tax.

If the Parent U.S. REIT does not have cash available for distribution, Singapore Sub 1 may receive a consent dividend in excess of any actual distribution of cash or other property that it receives from the Parent U.S. REIT. A consent dividend will be treated for U.S. federal income tax purposes in all respects as a regular dividend paid by the Parent U.S. REIT and received by Singapore Sub 1, except that no cash will be distributed in respect of the consent dividend. Following a consent dividend, the amount deemed distributed less any amounts withheld (as discussed below) will be treated as though it were contributed back to the Parent U.S. REIT by Singapore Sub 1. Alternatively, the Parent U.S. REIT may borrow funds to satisfy the distribution requirements. Certain U.S. states or other jurisdictions in which the Parent U.S. REIT or its subsidiaries operate may have different rules with respect to such consent dividends.

Failure to Qualify as a U.S. REIT

If the Parent U.S. REIT discovers a violation of a provision of the U.S. Tax Code that would result in its failure to qualify as a U.S. REIT, certain specified cure provisions may be available. Except with respect to violations of the gross income tests and asset tests (for which the cure provisions are described above), and provided the violation is due to reasonable cause and not due to wilful neglect, these cure provisions generally impose a US\$50,000 penalty for each violation in lieu of a loss of U.S. REIT status. If the Parent U.S. REIT fails to satisfy the requirements for taxation as a U.S. REIT in any taxable year, and the relief provisions do not apply, it will be required to pay regular U.S. federal corporate income tax on its taxable income. Distributions to shareholders in any year in which it fails to qualify as a U.S. REIT will not be deductible by the Parent U.S. REIT. As a result, the failure of the Parent U.S. REIT to qualify as a U.S. REIT would reduce the cash available for distribution to its shareholders. In addition, if the Parent U.S. REIT fails to qualify as a U.S. REIT, it will not be required to distribute any amounts to its shareholders and all distributions to shareholders will be taxable as regular corporate dividends to the extent of its current and accumulated earnings and profits. Unless entitled to relief under specific statutory provisions, the Parent U.S. REIT would also be ineligible to elect to be treated as a U.S. REIT for the four taxable years following the year for which the Parent U.S. REIT loses its qualification. It is not possible to state whether in all circumstances the Parent U.S. REIT would be entitled to this statutory relief.

Other Tax Considerations

The Parent U.S. REIT may also be subject to franchise, income or property taxation by state or local jurisdictions. State and local tax consequences may not be comparable to the U.S. federal income tax consequences discussed above.

U.S. Federal Income Taxation of Non-U.S. Unitholders on Disposition of Units

Gain on a sale or other taxable disposition of Units by a Non-U.S. Unitholder generally will not be subject to U.S. federal income taxation unless (i) the Non-U.S. Unitholder's investment in the Units is effectively connected with its conduct of a trade or business in the United States (and, if provided by an applicable income tax treaty, is attributable to a permanent establishment or fixed base the Non-U.S. Unitholder maintains in the United States), (ii) the Non-U.S. Unitholder is present in the United States for 183 days or more in the taxable year of the sale and other specified conditions are met, or (iii) the Non-U.S. Unitholder is subject to U.S. federal income tax pursuant to the provisions of the U.S. tax law applicable to U.S. expatriates.

If the gain on the sale of Units were subject to U.S. federal income taxation, the Non-U.S. Unitholder would generally recognise gain or loss equal to the difference between the amount realised and the Non-U.S. Unitholder's adjusted basis in its Units that are sold or exchanged. This gain or loss would be capital gain or loss and would be long-term capital gain or loss if the Non-U.S. Unitholder's holding period in its Units exceeds one year. In addition, a corporate Non-U.S. Unitholder may be subject to the branch profits tax under Section 884 of the U.S. Tax Code.

U.S. Federal Income Taxation of Distributions from Parent U.S. REIT to Singapore Sub 1

A distribution by the Parent U.S. REIT to Singapore Sub 1 (which has filed or will timely file an election to confirm its classification as a corporation for U.S. federal income tax purposes) that is not attributable to gain from the sale or exchange of a "United States real property interest" (as defined in the U.S. Tax Code) and that is not designated as a capital gain dividend, including a deemed distribution such as a consent dividend, will be treated as an ordinary income dividend to the extent that it is made out of current or accumulated earnings and profits. A distribution of this type will generally be subject to U.S. federal income tax and withholding at a rate of 30%.

Because the Parent U.S. REIT cannot determine its current and accumulated earnings and profits until the end of its taxable year, if the Parent U.S. REIT believes there may be current earnings and profits for a year in which distributions are made to Singapore Sub 1, withholding at the rate of 30% will generally be imposed on the gross amount of any distribution to Singapore Sub 1 that the Parent U.S. REIT makes and does not designate as a capital gain dividend. Notwithstanding such withholding, distributions in excess of Parent U.S. REIT's current and accumulated earnings and profits should generally be treated as a non-taxable return of capital to the extent that they do not exceed Singapore Sub 1's adjusted basis in its Parent U.S. REIT shares, and the non-taxable return of capital will reduce the adjusted basis in those shares. Singapore Sub 1 may seek a refund from the IRS of amounts withheld on distributions to it in excess of the Parent U.S. REIT's current and accumulated earnings and profits, provided that the applicable withholding agent has properly deposited the withheld tax with the IRS.

For any year in which the Parent U.S. REIT qualifies as a U.S. REIT, distributions that are attributable to gain from the sale or exchange of a United States real property interest will be taxed to Singapore Sub 1 as if these distributions were gains effectively connected with a trade or business in the United States conducted by Singapore Sub 1. Accordingly, Singapore Sub 1 (i) will be taxed on these amounts at the normal tax rates applicable to a U.S. corporation, (ii) will be required to file a U.S. federal income tax return reporting these amounts, even if applicable withholding is imposed as described below, and (iii) may owe the 30% branch profits tax under Section 884 of the U.S. Tax Code in respect of these amounts. The 30% branch profits tax will not apply to distributions of proceeds from the sale of the equity interests of a Springing REIT (a subsidiary that has properly elected to be a U.S. REIT) by the Parent U.S. REIT. There can be no assurance the Parent U.S. REIT will be able to successfully dispose of one or more Springing REITs, and it may not be possible for the Parent U.S. REIT to avoid application of the branch profits tax in any such sale scenario. The Parent U.S. REIT will be required to withhold tax from distributions to Singapore Sub 1, and remit to the IRS, 21% of the maximum amount of any such distribution that could be designated as a capital gain dividend. The amount of any tax withheld will be creditable against Singapore Sub 1's U.S. federal income tax liability, and Singapore Sub 1 may file for a refund from the IRS of any amount of withheld tax in excess of that tax liability, provided that the applicable withholding agent has properly deposited the withheld tax with the IRS.

Allocations by Digital Core REIT to a Non-U.S. Unitholder attributable to distributions received from Singapore Sub 1 generally will not be subject to U.S. federal income taxation unless (i) the Non-US Unitholder's investment in the Units is effectively connected with its conduct of a trade or business in the United States (and, if provided by an applicable income tax treaty, is attributable to a permanent establishment or fixed base the Non-U.S. Unitholder maintains in the United States) or (ii) the Non-U.S. Unitholder is subject to U.S. federal income tax pursuant to the provisions of the U.S. tax law applicable to U.S. expatriates.

US Federal Income Taxation of Interest Payments from the Parent U.S. REIT to Singapore Sub 2

Considerations Affecting Non-U.S. Unitholders

Singapore Sub 2 is expected to be disregarded as separate from Digital Core REIT for U.S. federal income tax purposes pursuant to an entity classification election filed or to be timely filed with the IRS. Interest payments to Singapore Sub 2 will therefore be treated as being received by Digital Core REIT. As discussed below, Digital Core REIT expects to be treated as a partnership for U.S. federal income tax purposes. As such, each Non-U.S. Unitholder will be required to take into account for U.S. federal income tax purposes its allocable share of interest payments from the Parent U.S. REIT.

A Non-U.S. Unitholder's share of interest payments from the Parent U.S. REIT to Singapore Sub 2 attributable to the loan from Singapore Sub 2 should not be subject to the 30% U.S. federal withholding tax that generally applies to payments of U.S. source interest if the interest qualifies as "portfolio interest". The interest should qualify as portfolio interest with respect to any Non-US Unitholder not engaged in a U.S. trade or business provided that (i) the beneficial owner does not actually or constructively own 10% or more of the total combined voting power of all classes of shares of the Parent U.S. REIT entitled to vote, (ii) the beneficial owner is not a controlled foreign corporation to which Parent U.S. REIT is a "related person" within the meaning of the U.S. Tax Code, and (iii) the beneficial owner has timely provided a statement signed under penalties of perjury that includes its name and address and certifies that it is not a "United States person" in compliance with applicable requirements, on an applicable IRS Form W-8. In addition to providing an IRS Form W-8, to avoid withholding on its share of interest payments, each Non-U.S. Unitholder must provide Digital Core REIT with a U.S. Tax Compliance Certificate in the form set forth in Appendix I.

A Non-U.S. Unitholder's share of any interest received by Singapore Sub 2 that does not qualify as portfolio interest will generally be subject to U.S. federal income tax and withholding at a rate of 30% (or a lower applicable tax treaty rate) unless the interest is allocable to (i) a Non-US Unitholder whose investment in the Units is effectively connected with its conduct of a trade or business in the United States or (ii) a Unitholder that is a United States person. Such Unitholders will be subject to tax with respect to interest from the Parent U.S. REIT as ordinary income, and a corporate Non-US Unitholder may be subject to the branch profits tax under Section 884 of the U.S. Tax Code.

Considerations Affecting the Parent U.S. REIT

There are limitations on the amount of deductible interest expense for the Parent U.S. REIT in numerous circumstances. For example, (i) interest is only deductible when actually paid in cash, (ii) the loan from Singapore Sub 2 must be treated as debt for U.S. tax purposes, (iii) if the interest rate exceeds certain thresholds, a portion may be deferred or permanently non-deductible, and (iv) certain U.S. tax rules more fully described below may limit the deductibility of interest payments.

In addition, because various entities including Singapore Sub 2 and the Parent U.S. REIT are under common control, the IRS could seek to reallocate gross income and deductions between Singapore Sub 2 and the Parent U.S. REIT if it determines that the rate of interest charged is not at arm's length. In order to prevent such reallocation, the Parent U.S. REIT intends to comply with the transfer pricing regulations applicable to interest payable to Singapore Sub 2. In addition, the Parent U.S. REIT intends to comply with current guidance to ensure that the loans from Singapore Sub 2 are respected as debt for U.S. federal income tax purposes.

Section 267A of the U.S. Tax Code provides that no deduction shall be allowed for any disqualified related party amount paid or accrued pursuant to a hybrid transaction or by, or to, a hybrid entity. A "disqualified related party amount" includes any interest paid or accrued to a related party to the extent that (i) such amount is not included in the income of such related party under the tax law of the country of which such related party is a resident for tax purposes or is subject to tax, or (ii) such related party is allowed a deduction with respect to such amount under the tax law of such country. A "hybrid transaction" includes any transaction, series of transactions, agreement, or instrument one or more payments with respect to which are treated as interest for U.S. federal income tax purposes and which are not so treated for purposes of the tax law of the foreign country of which the recipient of such interest payment is resident for tax purposes or is subject to tax. U.S. Treasury regulations promulgated under Section 267A of the U.S. Tax Code address certain related party payments or accruals of interest for U.S. tax purposes that involve hybrid arrangements (generally, arrangements that exploit differences under U.S. and foreign tax laws between the tax characterisation of an entity as transparent or opaque or differences in the

treatment of income from financial instruments or other transactions) or similar arrangements involving branches. It is expected that such U.S. Treasury regulations will likely not operate to deny the Parent U.S. REIT's interest deduction in respect of interest paid to Singapore Sub 2.

Except as provided below, a taxpayer's deduction for net business interest expense will generally be limited to 30% of its taxable income, as adjusted for certain items of income, gain, deduction or loss. Any business interest deduction that is disallowed due to this limitation may be carried forward to future taxable years, subject to special rules applicable to partnerships. If the Parent U.S. REIT or any of its subsidiary partnerships are subject to this interest expense limitation, the Parent U.S. REIT's REIT taxable income for a taxable year may be increased. Taxpayers that conduct certain real estate businesses may elect not to have this interest expense limitation apply to them, provided that they use an alternative depreciation system to depreciate certain property. The Manager believes that the Parent U.S. REIT or any of its subsidiary partnerships that are subject to this interest expense limitation will be eligible to make this election. If such election is made, although the Parent U.S. REIT or such subsidiary partnership, as applicable, would not be subject to the interest expense limitation described above, depreciation deductions may be reduced and, as a result, the Parent U.S. REIT's REIT taxable income for a taxable year may be increased.

Classification of Digital Core REIT as a Partnership for U.S. Federal Income Tax Purposes

Although Digital Core REIT will be organized as a trust in Singapore, it has elected or will timely elect to be treated as a partnership for U.S. federal income tax purposes. While publicly traded partnerships are generally taxable as corporations under applicable U.S. tax rules, an exception exists with respect to a publicly traded partnership that would not be a regulated investment company were it organized as a U.S. corporation and of which 90% or more of the gross income for every taxable year consists of "qualifying income". Qualifying income includes, among other things, income and gains derived from (i) interest (other than interest from a financial business or that would be excluded as "interest" under the rules applicable to U.S. REITs), (ii) dividends, (iii) the sale of real property, (iv) the sale or other disposition of capital assets that otherwise produce qualifying income, and (v) "rents from real property" (as that term is defined for purposes of the rules applicable to U.S. REITs, with certain modifications). Digital Core REIT expects it will meet these requirements and therefore expects to be taxable as a partnership for U.S. federal income tax purposes.

Digital Core REIT as a Withholding Foreign Partnership

Digital Core REIT will enter into an agreement with the IRS to be a withholding foreign partnership ("WFP") for U.S. federal income tax purposes. Under the agreement, Digital Core REIT intends to assume primary withholding responsibility with respect to distributions it makes to Non-U.S. Unitholders.

As a WFP, Digital Core REIT must agree to assume certain obligations, including applying the appropriate U.S. withholding tax amounts to all Non-U.S. Unitholders. The Parent U.S. REIT will generally pay all interest to Singapore Sub 2 without reduction for any U.S. withholding taxes. Similarly, Singapore Sub 1 and Singapore Sub 2 will generally make all distributions to Digital Core REIT without reduction for any U.S. withholding taxes. Digital Core REIT will then be required to apply the appropriate amount of U.S. withholding tax based on the type of income received and the tax status of the Non-U.S. Unitholders. Digital Core REIT may be liable for any under-withholding.

FATCA

Non-U.S. financial institutions and other non-U.S. entities are subject to diligence and reporting requirements for purposes of identifying accounts and investments held directly or indirectly by United States persons. The failure to comply with these additional information reporting, certification and other requirements could result in a 30% withholding tax on applicable payments to non-United States persons. Pursuant to the Singapore IGA Legislation, CDP and CDP depository agents may be required to withhold 30% of the gross amount of “withholdable payments” (generally allocable shares of income and proceeds from the sale or other disposition of interests, as defined in the U.S. Tax Code) paid or deemed paid to a financial institution (as defined for FATCA purposes) outside the United States (“**FFI**”) or to a non-financial foreign entity, unless (i) the FFI undertakes specified diligence and reporting obligations regarding ownership of its accounts by United States persons or (ii) the non-financial foreign entity either certifies that it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner, respectively. FFIs located in jurisdictions that have an intergovernmental agreement with the United States with respect to these requirements may be subject to different rules. The U.S. Department of the Treasury has issued proposed U.S. Treasury regulations that, among other things, eliminate the obligation to withhold on gross proceeds from the sale of certain types of property and defer withholding on “foreign pass-thru payments” until two years after the effective date of the final U.S. Treasury regulations defining the term “foreign pass-thru payment”. Non-U.S. Unitholders should consult with their tax adviser regarding foreign account tax compliance.

Partnership Audit Procedures

The IRS may audit the federal income tax information returns filed by Digital Core REIT (if any). Under currently applicable U.S. federal audit procedures for partnerships, if the IRS makes audit adjustments to Digital Core REIT’s income tax information returns, it may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from Digital Core REIT. Generally, instead of paying any taxes itself, Digital Core REIT may elect to have any adjustments to its taxable income passed through to those persons who held Units during the tax year under audit in proportion to their unitholdings in Digital Core REIT during the tax year under audit, but there can be no assurance that such election will be available or effective in all circumstances. If Digital Core REIT does not or is unable to make this election, then the Unitholders at the time of the audit may economically bear some or all of the tax liability resulting from such audit adjustment, even if such Unitholders did not own Units during the tax year under audit. If, as a result of any such audit adjustments, Digital Core REIT is required to make payments of taxes, penalties and interest, its cash available for distribution to Unitholders might be reduced.

CANADIAN FEDERAL INCOME TAX OVERVIEW

The following is a general summary of the principal Canadian federal income tax consequences under the *Income Tax Act* (Canada) (the “**Canadian Tax Act**”) and the regulations thereunder generally applicable to a prospective Unitholder, as of the date hereof, of holding and disposing of Units acquired by such Unitholder as the original purchaser and beneficial owner pursuant to this Prospectus, and who, at all relevant times, is not resident or deemed to be resident in Canada for purposes of the Tax Act or any applicable income tax treaty, and does not acquire Units in connection with a business carried on, or deemed to be carried on, in Canada. Special rules, which are not discussed in this summary, may apply to a “registered non-resident insurer” or an “authorised foreign bank”, both within the meaning of the Tax Act.

Canadian Taxation of Digital Gough LLC

Digital Gough LLC (the “**Canadian JV**”) is treated as a non-resident corporation for purposes of the Canadian Tax Act. The Canadian JV holds real property in Ontario, Canada, and will be considered to carry on business in the province of Ontario, Canada for purposes of the Canadian Tax Act. The Canadian JV will be subject to Canadian federal and provincial income tax on taxable income earned in Ontario, Canada at the combined federal and provincial general corporate tax rate of 26.5%. The Canadian JV will be required to file a Canadian income tax return for each taxation year that it carries on business in Canada, even if no federal or provincial tax is payable for the taxation year. Withholding tax will not be payable on dividends distributed by the Canadian JV to the holders of Canadian JV interests.

In addition to Canadian federal and provincial income tax, the Canadian JV will be subject to “branch profits tax” under Part XIV of the Canadian Tax Act. The “branch profits tax” will require the Canadian JV to pay a tax of 25% on the after-tax income earned in Canada that is distributed to Singapore Sub 3 or the Sponsor and not reinvested by the Canadian JV in the Canadian business. A portion of the “branch profits tax payable” by the Canadian JV may be reduced to 5% under the Canada-U.S. Income Tax Treaty to the extent the interests in the Canadian JV are held directly or indirectly through one or more fiscally transparent entities by corporations resident in the United States and entitled to benefits under the Canada-U.S. Income Tax Treaty.

Dispositions of Taxable Canadian Property

Dispositions of the Canadian real property held by the Canadian JV, dispositions of interests in the Canadian JV held by Singapore Sub 3 or the Sponsor, and dispositions of the shares of Singapore Sub 3 by Digital Core REIT, will be considered dispositions of “taxable Canadian property”. In general terms, “taxable Canadian property” includes, among other things: (i) Canadian real property, Canadian resource property, and timber resource property; (ii) equity interests in entities where, at any time in the previous 60 months, more than 50% of the fair market value of such interests was derived directly or indirectly from the property described in (i) or options or interests in such property and, in the case of shares of a corporation and units of a mutual fund trust that are listed on a designated stock exchange, where the level of ownership in respect of such corporations or trusts exceeds 25%; and (iii) interests or options in respect of such properties.

If the Canadian JV, Singapore Sub 3, the Sponsor, or Digital Core REIT disposes of “taxable Canadian property”, the Canadian JV, Singapore Sub 3, the Sponsor, or Digital Core REIT as the case may be, will be required to comply with the notification, withholding and certification procedures under section 116 of the Canadian Tax Act unless the “taxable Canadian property” disposed of is “excluded property” for these purposes. If the “taxable Canadian property” is not “excluded property”, the Canadian JV, Singapore Sub 3, the Sponsor, or Digital Core REIT, as the case may be, will be required to file a Canadian tax return for any taxation year in which it disposes of “taxable Canadian property” and will be required to pay tax on any taxable capital gains or income arising on the disposition.

Canadian Taxation of Unitholders

A Unitholder that is (i) not otherwise carrying on business in Canada; and (ii) does not otherwise dispose of “taxable Canadian property”, generally should not be subject to taxation in Canada and should not be required to file a Canadian income tax return solely as a result of the holding and disposing of Units or as a result of the disposition of taxable Canadian property by any of the Canadian JV, Singapore Sub 3, the Sponsor, or Digital Core REIT.

PLAN OF DISTRIBUTION

The Manager is making an offering of 267,034,000 Units (representing 23.7% of the total number of Units in issue after the Offering) for subscription at the Offering Price under the Placement Tranche and the Singapore Public Offer. 253,682,000 Units will be offered under the Placement Tranche and 13,352,000 Units will be offered under the Singapore Public Offer. Units may be re-allocated between the Placement Tranche and the Singapore Public Offer at the sole and absolute discretion of the Joint Bookrunners (in consultation with the Manager), subject to the minimum unitholding and distribution requirements of the SGX-ST, in the event of an excess of applications in one and a deficit in the other.

The Singapore Public Offer is open to members of the public in Singapore. Under the Placement Tranche, the Manager intends to offer the Units by way of an international placement through the Joint Bookrunners to investors, in offshore transactions as defined in and in reliance on Regulation S.

Subject to the terms and conditions set forth in the underwriting agreement entered into among the Manager, the Sponsor, the Unit Lender and the Joint Bookrunners on 29 November 2021 (the “**Underwriting Agreement**”), the Manager is expected to effect for the account of Digital Core REIT the issue of, and the Joint Bookrunners are expected to severally (and not jointly or jointly and severally) procure subscribers, and failing which to subscribe and pay, for 681,819,000 Units (which includes the Units to be issued pursuant to the Offering, and the Cornerstone Units), in the proportions set forth opposite their respective names below.

Joint Issue Managers	Number of Units
BofA Securities	227,273,000
Citigroup Global Markets Singapore Pte. Ltd.	227,273,000
DBS Bank Ltd.	227,273,000
Total	681,819,000

The Units will be offered at the Offering Price. The Offering Price per Unit in the Placement Tranche and the Singapore Public Offer will be identical. The Joint Bookrunners have agreed to procure the subscription, and failing which to subscribe and pay, for 681,819,000 Units at the Offering Price, less the Underwriting, Selling and Management Commission to be borne by Digital Core REIT.

The Manager, the Sponsor and the Unit Lender have agreed in the Underwriting Agreement to indemnify the Joint Bookrunners against certain liabilities. The indemnity in the Underwriting Agreement contains a contribution clause which provides that where the indemnification to the Joint Bookrunners is unavailable or insufficient, the Manager, the Sponsor or the Unit Lender, as the case may be, shall contribute to the amount paid or payable by such Joint Bookrunners as a result of any, *inter alia* losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Manager, the Sponsor or the Unit Lender, as the case may be, on the one hand and the Joint Bookrunners on the other from the offering of the Units. If, however, such allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Manager, the Sponsor or the Unit Lender, as the case may be, shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Manager, the Sponsor or the Unit Lender, as the case may be, on the one hand and the Joint Bookrunners on the other in connection with the statements or omissions which resulted in, *inter alia* such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Manager, the Sponsor or the Unit Lender, as the case may be, on the one hand and the Joint Issue Managers on the other

shall be deemed to be in the same proportion as the total net proceeds from the offering of the Units subscribed for or purchased under the Underwriting Agreement (before deducting expenses) received by the Manager, the Sponsor or the Unit Lender, as the case may be, bear to the total underwriting discounts and commissions received by the Joint Bookrunners with respect to the Units subscribed for or purchased under the Underwriting Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Manager, the Sponsor or the Unit Lender on the one hand or the Joint Bookrunner on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. No Joint Bookrunner shall be required to contribute any amount in excess of the amount by which the total fees and commissions received by such Joint Bookrunner with respect to the offering of the Units exceeds the amount of any damages which such Joint Bookrunner has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

The Underwriting Agreement also provides for the obligations of the Joint Bookrunners to procure the subscription, and failing which to subscribe and pay for the Units in the Offering subject to certain conditions contained in the Underwriting Agreement. The Underwriting Agreement also provides for the Joint Issue Managers to appoint sub-underwriters and/or sub-placement agents.

The Underwriting Agreement may be terminated by the Joint Bookrunners, following consultation with the Manager and by notice to the other parties, at any time prior to issue and delivery of the Units upon the occurrence of certain events including, among others, certain force majeure events pursuant to the terms of the Underwriting Agreement.

Each of the Joint Bookrunners and their associates may engage in transactions with, and perform services for, the Trustee, the Manager, the Sponsor and Digital Core REIT in the ordinary course of business and have engaged, and may in the future engage, in commercial banking, investment banking transactions and/or other commercial transactions with the Trustee, the Manager, the Sponsor and Digital Core REIT, for which they have received or made payment of, or may in the future receive or make payment of, customary compensation.

Each of the Bookrunners and their associates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers in the ordinary course of business, and such investment and securities activities may involve securities and instruments, including Units. The Joint Bookrunners and their associates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to their clients that they acquire, long and/or short positions in such securities and instruments.

OVER-ALLOTMENT AND STABILISATION

The Unit Lender has granted the Over-Allotment Option to the Joint Issue Managers for the purchase of up to an aggregate of 53,406,000 Units at the Offering Price. The number of Units subject to the Over-Allotment Option will not be more than 20.0% of the number of Units under the Placement Tranche and the Singapore Public Offer. The Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager), in consultation with the other Joint Issue Manager, may exercise the Over-Allotment Option in full or in part, on one or more occasions, only from the Listing Date but no later than the earliest of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) has bought, on the SGX-ST, an aggregate of 53,406,000 Units, representing approximately 20.0% of the total number of Units in the Offering, to undertake stabilising actions to purchase up to an aggregate of 53,406,000 Units representing approximately 20.0% of the total number of Units in the Offering), at the Offering Price. In connection with the Over-Allotment Option, the Stabilising Manager and the Unit Lender have entered into a unit lending agreement (the “**Unit Lending Agreement**”) dated 29 November 2021 pursuant to which the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may borrow up to an aggregate of 53,406,000 Units from the Unit Lender for the purpose of effecting over-allotments or stabilisation activities in connection with the Offering. The Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will re-deliver to the Unit Lender such number of Units which have not been purchased pursuant to the exercise of the Over-Allotment Option.

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the other Joint Issue Managers and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels which might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations, including the SFA and any regulations hereunder. Any profit after expenses derived, or any loss sustained as a consequence of the exercise of the Over-Allotment Option in effecting the stabilising activities shall be for the account of the Joint Issue Managers.

None of the Manager, the Sponsor, the Unit Lender, the Joint Issue Managers or the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) makes any representation or prediction as to the magnitude of any effect that the transactions described above may have on the price of the Units. In addition, none of the Manager, the Sponsor, the Unit Lender, the Joint Issue Managers or the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) makes any representation that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice (unless such notice is required by law). The Stabilising Manager will be required to make a public announcement via SGXNET in relation to the total number of Units purchased by the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager), not later than 12.00 noon on the next trading day of the SGX-ST after the transactions are effected. The Stabilising Manager will also be required to make a public announcement through the SGX-ST in relation to the cessation of stabilising action and the number of Units in respect of which the Over-Allotment Option has been exercised not later than 8.30 a.m. on the next trading day of the SGX-ST after the cessation of stabilising action.

LOCK-UP ARRANGEMENTS

Digital CR Singapore Holding, LLC

Subject to the exceptions described below, Digital CR Singapore Holding, LLC has agreed with the Joint Bookrunners that it will not during the period commencing from the Listing Date until the date falling six (6) months after the Listing Date (both dates inclusive) (the “**First Lock-up Period**”), directly or indirectly:

- (a) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exercisable or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof);
- (b) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-up Units (including any securities convertible into or exercisable or exchangeable for any Lock-up Units or which carry rights to subscribe for or purchase any such Lock-up Units);
- (c) enter into any transaction (including a derivative transaction) or other arrangement with a similar economic effect to the foregoing sub-paragraph (a) or (b);
- (d) deposit any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof) in any depository receipt facility;
- (e) enter into a transaction which is designed, or which may reasonably be expected to result in any of the above; or
- (f) publicly announce any intention to do any of the above,

whether any such transaction described in sub-paragraphs (a) to (e) above is to be settled by delivery of such capital or securities, in cash or otherwise (whether or not such transaction will be completed within or after the First Lock-up Period or the Second Lock-up Period, and the same restrictions will apply in respect of its effective interest in 50.0% of the Lock-up Units (adjusted for any bonus issue or subdivision) during the day immediately following the end of the First Lock-up Period until the date falling six (6) months after the First Lock-up Period (both dates inclusive) (the “**Second Lock-up Period**”).

The restrictions described in the preceding paragraph do not apply to prohibit Digital CR Singapore Holding, LLC from being able to:

- (i) create a charge over the Lock-up Units or otherwise grant security over or create any encumbrance over the Lock-up Units, provided that such charge, security or encumbrance can only be enforced after the expiry of the First Lock-up Period and only in respect of not more than its effective interest in 50.0% of the Lock-up Units during the Second Lock-up Period, or (as the case may be) in respect of all of the Lock-up Units after the Second Lock-up Period; or
- (ii) enter into any unit lending arrangement with the Joint Bookrunners or any sale or transfer of any of the Lock-up Units by Digital CR Singapore Holding, LLC pursuant to the exercise of an over-allotment option granted by the Unit Lender to the Joint Bookrunners; or

- (iii) transfer any Lock-up Units to and between wholly-owned subsidiaries of Digital CR Singapore Holding, LLC (each, a “**Digital Singapore Holding Subsidiary**”) and Digital CR Singapore Holding, LLC or any declaration of trust by Digital CR Singapore Holding LLC in respect of such Lock-up Units where the sole beneficiary of such trust is Digital CR Singapore Holding, LLC or a Digital Singapore Holding Subsidiary, provided that Digital CR Singapore Holding, LLC has procured and ensured that such Digital Singapore Holding Subsidiary or Digital CR Singapore Holding, LLC (as the case may be), has executed and delivered to the Joint Bookrunners an undertaking to the effect that such Digital Singapore Holding Subsidiary will undertake to comply with the foregoing restrictions for the unexpired period of the First Lock-up Period (if applicable) and the Second Lock-up Period in relation to its effective interest in 50.0% of the Lock-up Units.

If, for any reason, the Listing Date does not take place by 29 May 2022, the lock-up arrangements described above will be terminated. For the avoidance of doubt, any equivalent Units returned to the Unit Lender pursuant to any unit lending arrangement with the Joint Bookrunners shall be subject to the lock-up arrangements described above.

Digital Realty Trust, L.P.

Subject to the exceptions described below, Digital Realty Trust, L.P. has agreed with the Joint Bookrunners that it will not during the First Lock-up Period, directly or indirectly:

- (a) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exercisable or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof);
- (b) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-up Units (including any securities convertible into or exercisable or exchangeable for any Lock-up Units or which carry rights to subscribe for or purchase any such Lock-up Units);
- (c) enter into any transaction (including a derivative transaction) or other arrangement with a similar economic effect to the foregoing sub-paragraph (a) or (b);
- (d) deposit any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof) in any depository receipt facility;
- (e) enter into a transaction which is designed, or which may reasonably be expected to result in any of the above; or
- (f) publicly announce any intention to do any of the above,

whether any such transaction described in sub-paragraphs (a) to (e) above is to be settled by delivery of such capital or securities, in cash or otherwise (whether or not such transaction will be completed within or after the First Lock-up Period or the Second Lock-up Period, and the same restrictions will apply in respect of its effective interest in 50.0% of the Lock-up Units (adjusted for any bonus issue or subdivision) during the Second Lock-up Period.

The restrictions described in the preceding paragraph do not apply to prohibit Digital Realty Trust, L.P. from being able to:

- (i) create a charge over the Lock-up Units or otherwise grant security over or create any encumbrance over the Lock-up Units, provided that such charge, security or encumbrance can only be enforced after the expiry of the First Lock-up Period and only in respect of not more than its effective interest in 50.0% of the Lock-up Units during the Second Lock-up Period, or (as the case may be) in respect of all of the Lock-up Units after the Second Lock-up Period; or
- (ii) transfer any Lock-up Units to and between wholly-owned subsidiaries of Digital Realty Trust, L.P. (each, "**DRT L.P. Subsidiary**") and Digital Realty Trust, L.P. or any declaration of trust by Digital Realty Trust, L.P. in respect of such Lock-up Units where the sole beneficiary of such trust is Digital Realty Trust, L.P. or a DRT L.P. Subsidiary, provided that Digital Realty Trust, L.P. has procured and ensured that such DRT L.P. Subsidiary or Digital Realty Trust, L.P. (as the case may be), has executed and delivered to the Joint Bookrunners an undertaking to the effect that such DRT L.P. Subsidiary will undertake to comply with the foregoing restrictions for the unexpired period of the First Lock-up Period (if applicable) and the Second Lock-up Period in relation to its effective interest in 50.0% of the Lock-up Units.

If, for any reason, the Listing Date does not take place by 29 May 2022, the lock-up arrangements described above will be terminated. For the avoidance of doubt, any equivalent Units returned to the Unit Lender pursuant to any unit lending arrangement with the Joint Bookrunners shall be subject to the lock-up arrangements described above.

Digital Realty Trust, Inc.

Subject to the exceptions described below, Digital Realty Trust, Inc. has agreed with the Joint Bookrunners that it will not during the First Lock-up Period, directly or indirectly:

- (a) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exercisable or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof);
- (b) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-up Units (including any securities convertible into or exercisable or exchangeable for any Lock-up Units or which carry rights to subscribe for or purchase any such Lock-up Units);
- (c) enter into any transaction (including a derivative transaction) or other arrangement with a similar economic effect to the foregoing sub-paragraph (a) or (b);
- (d) deposit any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof) in any depository receipt facility;
- (e) enter into a transaction which is designed, or which may reasonably be expected to result in any of the above; or
- (f) publicly announce any intention to do any of the above,

whether any such transaction described in sub-paragraphs (a) to (e) above is to be settled by delivery of such capital or securities, in cash or otherwise (whether or not such transaction will be completed within or after the First Lock-up Period or the Second Lock-up Period, and the same restrictions will apply in respect of its effective interest in 50.0% of the Lock-up Units (adjusted for any bonus issue or subdivision) during the Second Lock-up Period.

The restrictions described in the preceding paragraph do not apply to prohibit Digital Realty Trust, Inc. from being able to:

- (i) create a charge over the Lock-up Units or otherwise grant security over or create any encumbrance over the Lock-up Units, provided that such charge, security or encumbrance can only be enforced after the expiry of the First Lock-up Period and only in respect of not more than its effective interest in 50.0% of the Lock-up Units during the Second Lock-up Period, or (as the case may be) in respect of all of the Lock-up Units after the Second Lock-up Period; or
- (ii) transfer any Lock-up Units to and between wholly-owned subsidiaries of Digital Realty Trust, Inc. (each, "**DRT Inc. Subsidiary**") and Digital Realty Trust, Inc. or any declaration of trust by Digital Realty Trust Inc. in respect of such Lock-up Units where the sole beneficiary of such trust is Digital Realty Trust Inc. or a DRT Inc. Subsidiary, provided that Digital Realty Trust Inc. has procured and ensured that such DRT Inc. Subsidiary or Digital Realty Trust Inc. (as the case may be), has executed and delivered to the Joint Bookrunners an undertaking to the effect that such DRT Inc. Subsidiary will undertake to comply with the foregoing restrictions for the unexpired period of the First Lock-up Period (if applicable) and the Second Lock-up Period in relation to its effective interest in 50.0% of the Lock-up Units.

If, for any reason, the Listing Date does not take place by 29 May 2022, the lock-up arrangements described above will be terminated. For the avoidance of doubt, any equivalent Units returned to the Unit Lender pursuant to any unit lending arrangement with the Joint Bookrunners shall be subject to the lock-up arrangements described above.

The Manager

Subject to the exceptions described below, the Manager has agreed with the Joint Issue Managers that it will not during the First Lock-up Period, directly or indirectly:

- (a) allot, issue, offer, pledge, sell, contract to issue or sell, grant any option to purchase, right or warrant to subscribe, purchase, lend, hypothecate, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any Units (or any securities convertible into or exchangeable for Units or part thereof or which carry rights to subscribe for or purchase any Units or part thereof);
- (b) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Units or any other securities of Digital Core REIT or any of its subsidiaries or any interest in any of the foregoing (including any securities convertible into or exercisable or exchangeable for any Units or which carry rights to subscribe for or purchase Units or any other securities of Digital Core REIT or any of its subsidiaries);
- (c) enter into any transaction (including a derivative transaction) with a similar economic effect to the foregoing sub-paragraph (a) or (b);
- (d) deposit any or all of its effective interest in the Units (or any securities convertible into or exchangeable for Units or part thereof or which carry rights to subscribe for or purchase Units or part thereof) in any depository receipt facility;

- (e) enter into a transaction which is designed, or which may reasonably be expected to result in any of the above; or
- (f) publicly announce any intention to do any of the above,

whether any such transaction described in sub-paragraphs (a) to (e) above is to be settled by delivery of such capital or securities, in cash or otherwise (whether or not such transaction will be completed within or after the First Lock-up Period).

The restrictions described in the preceding paragraphs do not apply to the issuance of (i) the Offering Units, (ii) the Sponsor Subscription Units, (iii) the Cornerstone Units, (iv) Units to the Manager in payment of any fees payable to the Manager (including IPO Acquisition Fees Units, and including fees paid to the Asset Managers in Units under the Asset Manager Agreements) and (v) Units to the Property Managers in payment of any fees payable to the Property Managers.

If, for any reason, the Listing Date does not take place by 29 May 2022, the lock-up arrangements described above will be terminated.

DBS Bank Ltd.

Subject to the exceptions described below, DBS Bank Ltd. has agreed with the Manager that it will not during the First Lock-up Period, directly or indirectly:

- (a) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in the DBS Cornerstone Units (or any securities convertible into or exercisable or exchangeable for any such DBS Cornerstone Units or part thereof or which carry rights to subscribe for or purchase any such DBS Cornerstone Units or part thereof);
- (b) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the DBS Cornerstone Units (including any securities convertible into or exercisable or exchangeable for any DBS Cornerstone Units or which carry rights to subscribe for or purchase any such DBS Cornerstone Units);
- (c) enter into any transaction (including a derivative transaction) or other arrangement with a similar economic effect to the foregoing sub-paragraph (a) or (b);
- (d) deposit any or all of its direct and indirect effective interest in the DBS Cornerstone Units (or any securities convertible into or exchangeable for any such DBS Cornerstone Units or part thereof or which carry rights to subscribe for or purchase any such DBS Cornerstone Units or part thereof) in any depository receipt facility;
- (e) enter into a transaction which is designed, or which may reasonably be expected to result in any of the above; or
- (f) publicly announce any intention to do any of the above,

whether any such transaction described in sub-paragraphs (a) to (e) above is to be settled by delivery of such capital or securities, in cash or otherwise (whether or not such transaction will be completed within or after the First Lock-up Period).

The restrictions described in the preceding paragraph do not apply to prohibit DBS Bank Ltd. from being able to:

- (i) create a charge over the DBS Cornerstone Units or otherwise grant security over or create any encumbrance over the DBS Cornerstone Units, provided that such charge, security or encumbrance can only be enforced after the expiry of the First Lock-up Period; or

- (ii) transfer any DBS Cornerstone Units to and between wholly-owned subsidiaries of DBS Bank Ltd. and DBS Bank Ltd., or any declaration of trust by DBS Bank Ltd. in respect of such DBS Cornerstone Units where the sole beneficiary of such trust is DBS Bank Ltd. or such subsidiaries of DBS Bank Ltd. provided that DBS Bank Ltd. has procured and ensured that such subsidiary or DBS Bank Ltd. (as the case may be), has executed and delivered to the Manager an undertaking to the effect that such subsidiary will undertake to comply with the foregoing restrictions for the unexpired period of the Lock-up Period.

The lock-up arrangements described above will be terminated in the event that the subscription agreement in respect of DBS Bank Ltd.'s investment as a Cornerstone Investor is terminated.

SGX-ST LISTING

Digital Core REIT has received a letter of eligibility from the SGX-ST for the listing and quotation of the Units on the Main Board of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any statements or opinions made or reports contained in this Prospectus. Admission to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Offering, Digital Core REIT, the Manager, the Trustee or the Units. It is expected that the Units will commence trading on the SGX-ST on a "ready" basis on or about 6 December 2021, 2.00 p.m.

Prior to this Offering, there has been no trading market for the Units. There can be no assurance that an active trading market will develop for the Units, or that the Units will trade in the public market subsequent to this Offering at or above the Offering Price. (See "Risk Factors – Risks Relating to an Investment in the Units – The Units have never been publicly traded and the listing of the Units on the Main Board of the SGX-ST may not result in an active or liquid market for the Units" for further details.)

ISSUE EXPENSES

The estimated amount of the expenses in relation to the Offering and the issuance of Cornerstone Units of US\$28.0 million (based on the Offering Price of US\$0.88 and assuming that the Over-Allotment Option is not exercised) includes the Underwriting, Selling and Management Commission, professional and other fees and all other incidental expenses in relation to the Offering and the issuance of the Cornerstone Units, which will be borne by Digital Core REIT. A breakdown of these estimated expenses is as follows:

	(US\$'000)
Professional and other fees ⁽¹⁾	8,000
Underwriting, Selling and Management Commission ⁽²⁾	16,500
Miscellaneous Offering expenses ⁽³⁾	3,500
Total estimated expenses of the Offering and issuance of the Cornerstone Units	28,000

Notes:

- (1) Includes solicitors' fees and fees for the Reporting Auditors, the Independent Tax Advisers (as defined herein), the Independent Valuers and other professionals' fees and other expenses.
- (2) Such commission represent 2.75% of the total proceeds of the Offering (based on the Offering Price) and the proceeds raised from the issuance of Cornerstone Units assuming the Over-Allotment Option is not exercised.
- (3) Based on the Offering Price. Includes cost of prospectus production, road show expenses and certain other expenses incurred or to be incurred in connection with the Offering.

DISTRIBUTION AND SELLING RESTRICTIONS

None of the Manager, the Sponsor or the Joint Issue Managers have taken any action, or will take any action, in any jurisdiction other than Singapore that would permit a public offering of Units, or the possession, circulation or distribution of this Prospectus or any other material relating to the Offering in any jurisdiction other than Singapore where action for that purpose is required.

Accordingly, each purchaser of the Units may not offer or sell, directly or indirectly, any Units and may not distribute or publish this Prospectus or any other offering material or advertisements in connection with the Units in or from any country or jurisdiction except in compliance with any applicable rules and regulations of such country or jurisdiction.

Each purchaser of the Units is deemed to have represented and agreed that it will comply with the selling restrictions set out below for each of the following jurisdictions:

Selling Restrictions

Notice to investors in the European Economic Area (“EEA”)

For the purposes of the Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and of the European Council (“**AIFMD**”), Digital Core REIT will constitute a non-EU Alternative Investment Fund (“**AIF**”) whose Alternative Investment Fund Manager (“**AIFM**”) is the Manager, itself a non-EU AIFM. Each member state of the EEA has adopted legislation implementing AIFMD into national law. Under AIFMD, marketing to any investor domiciled or with a registered office in the EEA will be restricted by such laws and no such marketing shall take place except as permitted by such laws. The Units may only be offered and issued in accordance with applicable laws in relevant member states, and potential investors should ensure they are able to subscribe for Units in accordance with those laws. The Units may only be made available for purchase in the EEA by professional investors, being investors that are considered to be a professional client or may, on request, be treated as a professional client, within the meaning of Annex II to MiFID II.

Notwithstanding anything in this Prospectus to the contrary, the Units are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of directive 2016/97/EU (“**IDD**”), as amended or superseded, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in directive 2003/71/EC (the “**Prospectus Directive**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “**PRIPs Regulation**”) for offering or selling the Interests or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Interests or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs regulation.

Australia

This Prospectus and the offer are only made available in Australia to persons to whom a disclosure document is not required to be given under Chapter 6D or Chapter 7.9 of the Australian Corporations Act. This Prospectus is not a prospectus, product disclosure statement or any other form of formal “disclosure document” for the purposes of the Australian Corporations Act, and is not required to, and does not, contain all the information which would be required in a disclosure document under the Australian Corporations Act. If you are in Australia, this Prospectus is made available to you provided you are a person to whom an offer of securities can be made without a disclosure document such as a professional investor, sophisticated investor or wholesale client for the purposes of Chapter 6D or Chapter 7.9 of the Australian Corporations Act.

This Prospectus has not been and will not be lodged or registered with the Australian Securities and Investments Commission or the Australian Securities Exchange or any other regulatory body or agency in Australia. The persons referred to in this Prospectus may not hold AFSLs and may not be licensed to provide financial product advice in relation to the securities. No “cooling-off” regime will apply to an acquisition of any interest in Digital Core REIT.

This Prospectus does not take into account the investment objectives, financial situation or needs of any particular person. Accordingly, before making any investment decision in relation to this Prospectus, you should assess whether the acquisition of any interest in Digital Core REIT is appropriate in light of your own financial circumstances or seek professional advice.

If you acquire the Units in Australia, then you:

- (a) represent and warrant that you are a wholesale client; and
- (b) agree not to sell or offer for sale any Units in Australia within 12 months from the date of their issue under the Offering, except in circumstances where:
 - (i) disclosure to investors would not be required under either Chapter 6D or Chapter 7.9 of the Australian Corporations Act; or
 - (ii) such sale or offer is made pursuant to a disclosure document which complies with either Chapter 6D or Chapter 7.9 of the Australian Corporations Act.

Canada

The offer and sale of the Units in Canada will only be made in the provinces of Ontario and Québec or to residents thereof and not in, or to the residents of, any other province or territory of Canada. Such offers and sales will be made only under exemptions from the requirement to file a prospectus in the above mentioned provinces and will be made only by a dealer duly registered under the applicable securities laws of the province of Ontario or Quebec, as the case may be, or in accordance with an exemption from the applicable registered dealer requirements.

The Units may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions (“NI-45-106”) or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Units must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal adviser.

Upon receipt of the prospectus, each Canadian purchaser hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only.

Par la réception de ce document, chaque acheteur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

Dubai International Financial Centre

The Units have not been offered and will not be offered, and this Prospectus will not be made available to, any persons in the Dubai International Financial Centre except on that basis that an offer is approved by a Dubai Financial Services Authority (“**DFSA**”) Authorised Firm or an offer is:

- (a) an “**Exempt Offer**” in accordance with the DFSA Markets Rules (MKT) module of the DFSA; and
- (b) made only to, and is only capable of being accepted by, persons who meet the “**deemed**” Professional Client criteria set out in Rule 2.3.4 of the DFSA Conduct of Business Module of the DFSA rulebook and who is not a natural person.

The DFSA has not approved this Prospectus nor taken steps to verify the information set out in it and has no responsibility for it.

The Units to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Units should conduct their own due diligence on the Units. If you do not understand the contents of this Prospectus, you should consult an authorised financial adviser.

Hong Kong

Digital Core REIT has not been authorised as collective investment scheme by Hong Kong's Securities and Futures Commission (“**SFC**”) pursuant to section 104 of Hong Kong's Securities and Futures Ordinance (Cap. 571) (“**SFO**”), nor has this Prospectus been approved by the SFC pursuant to section 105(1) of SFO. Accordingly: (i) the Units have not been and will not be offered or sold in Hong Kong by means of any document, other than to persons who are “**professional investors**” within the meaning of the SFO and the Securities and Futures (Professional Investor) Rules made thereunder or as otherwise permitted under the SFO; and (ii) no person may issue, circulate or distribute, or have in its possession for the purposes of issue, circulation or distribution, whether in Hong Kong or elsewhere, any invitation, advertisement or other document relating to the Units, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Units which are or are intended to be disposed of only to persons outside Hong Kong or only to “**professional investors**” within the meaning of the SFO and the Securities and Futures (Professional Investor) Rules made thereunder.

The content of this Prospectus has not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any content of this Prospectus, you should obtain independent professional advice.

Israel

The Units offered by this Prospectus have not been approved or disapproved by the Israel Securities Authority (the “**ISA**”), nor have such Units been registered for sale in Israel. The Units may not be offered or sold, directly or indirectly, to the public in Israel, absent the publication of a prospectus that has been approved by the ISA. The ISA has not issued permits, approvals or licenses in connection with this offering or publishing of this Prospectus, nor has it authenticated the details included herein, confirmed their reliability or completeness, or rendered an opinion as to the quality of the Units being offered.

This document does not constitute a prospectus under the Israeli Securities Law, 1968 (the “**Israel Securities Authority**”) and has not been filed with or approved by the ISA. In the State of Israel, this document may be distributed only to, and may be directed only at, and any offer of the Units may be directed only at, (i) to the extent applicable, a limited number of persons in accordance with the Israeli Securities Law and (ii) investors listed in the first addendum to the Israeli Securities Law (the “**Addendum**”) consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisers, members of the Tel Aviv Stock Exchange Ltd., underwriters, venture capital funds, entities with equity in excess of NIS 50 million and “qualified individuals,” each as defined in the Addendum (as it may be amended from time to time), collectively referred to as qualified investors (in each case purchasing for their own account or, where permitted under the Addendum, for the accounts of their clients who are investors listed in the Addendum). Qualified investors will be required to submit written confirmation that they fall within the scope of the Addendum, are aware of the meaning of same and agree to it.

Japan

The Units have not been and will not be registered in Japan pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**FIEA**”) in reliance upon the exemption from the registration requirements since the Offering constitutes the small number private placement as provided for in “ha” of Article 2, Paragraph 3, Item 2 of the FIEA. A transferor of the Units shall not transfer or resell the Units except where the transferor transfers or resells all the Units en bloc to one transferee.

Malaysia

No recognition from the Securities Commission of Malaysia has been applied for or will be obtained for the Offering of units in Digital Core REIT under the Capital Markets and Services Act 2007. Neither has a prospectus been or will be registered with the Securities Commission of Malaysia in connection with such Offering. Accordingly, this document or any amendment or supplement hereto or any other offering document relating to this Offering must not be distributed in Malaysia, directly or indirectly, for the purpose of any offer of any units in Digital Core REIT and no person may offer or make available any of the units in Digital Core REIT, directly or indirectly, to anyone in Malaysia. By reason of the foregoing, whether or not you invest in this Offering, if you are in Malaysia, you may not distribute this document to anyone other than your own financial and legal advisers, nor may you make copies of this or any other document you receive, except to the extent necessary to consult with your financial and legal advisers who are advising you in connection with this potential investment (and only so long as such advisers agree to hold this information confidential and not use it for purposes other than advising you in connection herewith). Any other reproduction or distribution of this document in Malaysia, in whole or in part, or the disclosure of its contents in Malaysia, without Digital Core REIT’s prior written consent, is prohibited.

Switzerland

Notice to investors domiciled or resident in Switzerland

The Units and any related services, information and opinions described or referenced in this Prospectus are not, and may not be, offered or marketed to or directed at persons in Switzerland (a) that do not meet the definition of “qualified investor” pursuant to the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 (“**CISA**”) (“**Non-Qualified Investors**”), or (b) that are high net worth individuals (including private investment structures established for such high-net worth individuals if they do not have professional treasury operations) that have opted out of customer protection under the Swiss Federal Financial Services Act of 15 June 2018 (“**FinSA**”) and that have elected to be treated as “professional clients” and “qualified investors” under the FinSA and the CISA, respectively (“**Elective Qualified Investors**”).

In particular, none of the information provided in this Prospectus should be construed as an offer in Switzerland for the purchase or sale of Units or any related services, nor as advertising in Switzerland for Units or any related services, to or directed at Non-Qualified Investors or Elective Qualified Investors. Circulating or otherwise providing access to this Prospectus or offering, advertising or selling Units or any related services to Non-Qualified Investors or Elective Qualified Investors may trigger, in particular, approval requirements and other regulatory requirements in Switzerland.

This Prospectus does not constitute a prospectus pursuant to Articles 35 et seqq. FinSA and may not fulfil the information standards established thereunder. No key information document pursuant to Swiss law has been established for the Units. The Units will not be listed or admitted to trading on a Swiss trading venue and, consequently, the information presented in this Prospectus may not fulfil the information standards set out in the relevant trading venue rules.

United Arab Emirates (excluding financial free zones)

This Prospectus is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. If you are in any doubt about the contents of this document, you should consult an authorised financial adviser.

The Units described in this Prospectus, relating to a real estate investment trust, investments or otherwise, are not regulated under the laws of the United Arab Emirates (“**UAE**”) (outside of the financial free zones established pursuant to UAE Federal Law No. 8 of 2004) or approved by the UAE Central Bank, the UAE Securities and Commodities Authority (“**SCA**”) or any other regulatory authority in the UAE, which have no responsibility for them.

By receiving this Prospectus, the person or entity to whom it has been issued understands, acknowledges and agrees that this Prospectus has not been approved by or filed with the UAE Central Bank, the SCA or any other authorities in the UAE (outside of the financial free zones established pursuant to UAE Federal Law No. 8 of 2004), nor has any of the Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters received authorisation or licensing from the UAE Central Bank, SCA or any other authorities in the UAE to market or sell securities or other investments within the UAE. It should not be assumed that any of the Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters is a licensed broker, dealer or investment adviser under the laws applicable in the UAE, or that the Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters advise individuals resident in the UAE as to the appropriateness of investing in or purchasing or selling securities or other financial products.

No marketing of any financial products or services has been or will be made from within the UAE other than in compliance with the laws of the UAE and no subscription to the Units or other investments may or will be consummated within the UAE. This Prospectus and the Units are not intended for circulation or distribution in or into the UAE, other than to persons who are:

- (a) “**Qualified Investors**” within the meaning of the SCA’s Board of Directors Decision No. 3 of 2017 Concerning the Organisation of Promotion and Introduction (as amended) and who are not natural persons; or
- (b) institutional and individual investors, upon their prior written request and confirmation that they understand that the Units have not been approved or licensed by or registered with the UAE Central Bank, the SCA or any other relevant licensing authorities or governmental agencies in the UAE,

to whom the materials may lawfully be communicated, and on the condition that no sale of investment products will be consummated within the UAE.

This Prospectus does not constitute a public offer of securities in the UAE under the SCA Chairman of the Board Resolution No. 11/R.M of 2016 on the Regulations for Issuing and Offering Shares of Public Joint Stock Companies, or otherwise.

Nothing contained in this Prospectus is intended to constitute investment, legal, tax, accounting or other professional advice. This document is for your information only and nothing in this document is intended to endorse or recommend a particular course of action. Any person considering acquiring securities should consult with an appropriate professional for specific advice rendered based on their respective situation.

United Kingdom

Digital Core REIT is a collective investment scheme pursuant to Section 235 of the Financial Services and Markets Act 2000, as amended (“**FSMA**”). It has not been authorised or recognised by the Financial Conduct Authority (the “**FCA**”) in the United Kingdom nor has the content of this Prospectus been reviewed or approved by the FCA. The Units are only offered to, and this Prospectus is only addressed to, or directed at, persons in the United Kingdom who are “qualified investors” within the meaning of Article 2(e) of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). This Prospectus is not being distributed to, and must not be passed on to, the general public in the United Kingdom. This Prospectus is not to be distributed, delivered or passed on to any person resident in the United Kingdom, unless it is being made only to, or directed only at, persons falling within the following categories: (i) persons falling within the categories of “investment professionals” as defined in Article 19(5) of the Financial Services and Markets Act (Financial Promotion) Order 2005, as amended (the “**FPO**”), (ii) persons falling within any of the categories of persons described in Article 49(2) of the FPO (high net worth companies, unincorporated associations etc), (iii) persons falling within the categories of “certified high net worth individual” described in Article 48(2) of the FPO (being individuals who have certified their net worth in the form and as required by the FPO) and “self-certified sophisticated investor” described in Article 50A(1) of the FPO (being individuals who have certified that they are a sophisticated investor, in the form and as required by the FPO), or (iv) any other person to whom it may otherwise lawfully be made (all such persons together being referred to as “**Relevant Persons**”). This Prospectus must not be acted on or relied on by persons in the United Kingdom who are not Relevant Persons and such person must return the Prospectus immediately. The Manager is not authorised to carry on investment business in the UK and prospective investors are advised that all, or most, of the protections afforded by the UK regulatory system will not apply to any investment in the fund and that compensation will not be available under the UK Financial Services Compensation Scheme.

United States

The Units have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States.

The Units are being offered and sold outside of the United States in reliance on Regulation S under the Securities Act.

General

Each applicant for Units in the Offering will be deemed to have represented and agreed that it is relying on this Prospectus and not on any other information or representation not contained in this Prospectus and none of Digital Core REIT, the Manager, the Trustee, the Sponsor, the Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters or any other person responsible for this Prospectus or any part of it will have any liability for any such other information or representation.

CLEARANCE AND SETTLEMENT

INTRODUCTION

A letter of eligibility has been obtained from the SGX-ST for the listing and quotation of the Units. For the purpose of trading on the SGX-ST, a board lot for the Units will comprise 100 Units.

Upon listing and quotation on the SGX-ST, the Units will be traded under the electronic book-entry clearance and settlement system of CDP. All dealings in and transactions of the Units through the SGX-ST will be effected in accordance with the terms and conditions for the operation of Securities Accounts, as amended from time to time.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its account-holders and facilitates the clearance and settlement of securities transactions between account-holders through electronic book-entry changes in the Securities Accounts maintained by such account-holders with CDP.

It is expected that the Units will be credited into the Securities Accounts of applicants for the Units within four Market Days after the closing date for applications for the Units.

CLEARANCE AND SETTLEMENT UNDER THE DEPOSITORY SYSTEM

The Units will be registered in the name of CDP or its nominee and held by CDP for and on behalf of persons who maintain, either directly or through depository agents, Securities Accounts with CDP. Persons named as direct Securities Account holders and depository agents in the depository register maintained by CDP will be treated as Unitholders in respect of the number of Units credited to their respective Securities Accounts.

Transactions in the Units under the book-entry settlement system will be reflected by the seller's Securities Account being debited with the number of Units sold and the buyer's Securities Account being credited with the number of Units acquired and no transfer stamp duty is currently payable for the transfer of Units that are settled on a book-entry basis.

Units credited to a Securities Account may be traded on the SGX-ST on the basis of a price between a willing buyer and a willing seller. Units credited into a Securities Account may be transferred to any other Securities Account with CDP, subject to the terms and conditions for the operation of Securities Accounts and a S\$10.00 transfer fee payable to CDP. All persons trading in the Units through the SGX-ST should ensure that the relevant Units have been credited into their Securities Account, prior to trading in such Units, since no assurance can be given that the Units can be credited into the Securities Account in time for settlement following a dealing. If the Units have not been credited into the Securities Account by the due date for the settlement of the trade, the buy-in procedures of the SGX-ST will be implemented.

CLEARING FEES

A clearing fee for the trading of Units on the SGX-ST is payable at the rate of 0.0325% of the transaction value. The clearing fee and the deposit fee and unit withdrawal fee that CDP may charge may be subject to the prevailing GST.

DEALING IN UNITS

Dealings in the Units will be carried out in U.S. dollars and will be effected for settlement in CDP on a scripless basis. Settlement of trades on a normal "ready" basis on the SGX-ST generally takes place on the third Market Day following the transaction date. CDP holds securities on behalf of investors in Securities Accounts. An investor may open a direct account with CDP or a sub-account with any CDP depository agent. A CDP depository agent may be a member company of the SGX-ST, bank, merchant bank or trust company.

EXPERTS

KPMG LLP, the Reporting Auditor, were responsible for preparing the Reporting Auditor's Report on the Profit Forecast and Profit Projection and the Reporting Auditor's Report on the Unaudited Pro Forma Consolidated Financial Information found in Appendix A and Appendix B of this Prospectus, respectively.

Allen & Gledhill LLP, the Independent Singapore Tax Adviser, was responsible for preparing the Independent Singapore Taxation Report found in Appendix D of this Prospectus.

Latham & Watkins LLP, the Independent U.S. Tax Adviser, was responsible for preparing the Independent U.S. Taxation Report found in Appendix D of this Prospectus.

Davies Ward Phillips & Vineberg LLP, the Independent Canadian Tax Adviser, was responsible for preparing the Independent Canadian Taxation Report found in Appendix D of this Prospectus.

Newmark Knight Frank Valuation & Advisory, LLC and Cushman & Wakefield of North Carolina, Inc., the Independent Valuers, were responsible for preparing the Independent Property Valuation Summary Reports found in Appendix E of this Prospectus.

DatacenterHawk LLC, the Independent Market Research Consultant, was responsible for preparing the Independent Property Market Research Report found in Appendix F of this Prospectus.

The Independent Tax Advisers, the Independent Valuers and the Independent Market Research Consultant have each given and have not withdrawn their written consents to the issue of this Prospectus with the inclusion herein of their names and their respective write-ups and reports and all references thereto in the form and context in which they respectively appear in this Prospectus, and to act in such capacity in relation to this Prospectus.

None of Allen & Gledhill LLP (as the Legal Adviser to the Offering and to the Manager as to Singapore Law), Sheppard Mullin Richter & Hampton LLP, Davies Ward Phillips & Vineberg LLP (as the Legal Adviser to the Manager as to Canadian Law), SkyLaw Professional Corporation, WongPartnership LLP, Clifford Chance Pte. Ltd. or Shook Lin & Bok LLP, makes, or purports to make, any statement in this Prospectus and none of them is aware of any statement in this Prospectus which purports to be based on a statement made by it and it makes no representation, express or implied, regarding, and takes no responsibility for, any statement in or omission from this Prospectus.

Save for the section "Appendix D – Independent Taxation Reports – Singapore Taxation Report", Allen & Gledhill LLP (as the Independent Singapore Tax Adviser) does not make, or purport to make, any statement in this Prospectus and it is not aware of any statement in this Prospectus which purports to be based on a statement made by it and it makes no representation, express or implied, regarding, and takes no responsibility for, any statement in or omission from this Prospectus.

Save for the section "Appendix D – Independent Taxation Reports – U.S. Taxation Report" and the statements attributed to Latham & Watkins LLP (as the Independent U.S. Tax Adviser) in the sections "Important Notice Regarding The Ownership of Units", "Ownership of the Units – Restriction on Ownership of the Units" and "The Formation and Structure of Digital Core REIT – Restriction on Ownership of the Units", Latham & Watkins LLP (as the Independent U.S. Tax Adviser) does not make, or purport to make, any statement in this Prospectus and it is not aware of any statement in this Prospectus which purports to be based on a statement made by it and it makes no representation, express or implied, regarding, and takes no responsibility for, any statement in or omission from this Prospectus.

Save for the statements attributed to Latham & Watkins LLP (as the Legal Adviser to the Manager as to U.S. Law) in the section “Risk Factors – Risks Relating to the United States and Canada – Digital Core REIT may be exposed to risks associated with governmental reviews on foreign investment in the United States.”, Latham & Watkins LLP (as the Legal Adviser to the Manager as to U.S. Law) does not make, or purport to make, any statement in this Prospectus and it is not aware of any statement in this Prospectus which purports to be based on a statement made by it and it makes no representation, express or implied, regarding, and takes no responsibility for, any statement in or omission from this Prospectus.

Save for the section “Appendix D – Independent Taxation Reports – Canadian Taxation Report”, Davies Ward Phillips & Vineberg LLP (as the Independent Canadian Tax Adviser) does not make, or purport to make, any statement in this Prospectus and it is not aware of any statement in this Prospectus which purports to be based on a statement made by it and it makes no representation, express or implied, regarding, and takes no responsibility for, any statement in or omission from this Prospectus.

REPORTING AUDITORS

KPMG LLP, the Reporting Auditors, have given and have not withdrawn their consent to the issue of this Prospectus for the inclusion herein of:

- their name;
- the Reporting Auditor's Report on the Unaudited Pro Forma Consolidated Financial Information; and
- the Reporting Auditor's Report on the Profit Forecast and Profit Projection,

in the form and context in which they appear in this Prospectus, and references to its name and such reports in the form and context which they appear in this Prospectus and to act in such capacity in relation to this Prospectus.

GENERAL INFORMATION

RESPONSIBILITY STATEMENT BY THE DIRECTORS

- (1) The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Prospectus and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Prospectus constitutes full and true disclosure of all material facts about the Offering, Digital Core REIT and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Prospectus misleading, and the Directors are satisfied that the Profit Forecast and Profit Projection contained in “Profit Forecast and Profit Projection” have been stated after due and careful enquiry. Where information in the Prospectus 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 Prospectus in its proper form and context.

MATERIAL BACKGROUND INFORMATION

- (2) There are no legal or arbitration proceedings pending or, so far as the Directors are aware, threatened against the Manager the outcome of which, in the opinion of the Directors, may have or have had during the 12 months prior to the date of this Prospectus, a material adverse effect on the financial position of the Manager.
- (3) There are no legal or arbitration proceedings pending or, so far as the Directors are aware, threatened against Digital Core REIT the outcome of which, in the opinion of the Directors, may have or have had during the 12 months prior to the date of this Prospectus, a material adverse effect on the financial position (on a pro forma basis) of Digital Core REIT.
- (4) The name, age and address of each of the Directors are set out in “The Manager and Corporate Governance – Directors of the Manager”. A list of the present and past directorships of each Director and executive officer of the Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, “List of Present and Past Principal Directorships of Directors and Executive Officers”.
- (5) There is no family relationship among the Directors and executive officers of the Manager.
- (6) None of the Directors or executive officers of the Manager is or was involved in any of the following events:
 - (i) at any time during the last 10 years, an application or a petition under any bankruptcy laws of any jurisdiction filed against him or against a partnership of which he was a partner at the time when he was a partner or at any time within two years from the date he ceased to be a partner;
 - (ii) at any time during the last 10 years, an application or a petition under any law of any jurisdiction filed against an entity (not being a partnership) of which he was a director or an equivalent person or a key executive, at the time when he was a director or an equivalent person or a key executive of that entity or at any time within two years from the date he ceased to be a director or an equivalent person or a key executive of that entity, for the winding up or dissolution of that entity or, where that entity is the trustee of a business trust, that business trust, on the ground of insolvency;
 - (iii) any unsatisfied judgement against him;

- (iv) a conviction of any offence, in Singapore or elsewhere, involving fraud or dishonesty which is punishable with imprisonment, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such purpose;
- (v) a conviction of any offence, in Singapore or elsewhere, involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such breach;
- (vi) at any time during the last 10 years, judgement been entered against him in any civil proceedings in Singapore or elsewhere involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or a finding of fraud, misrepresentation or dishonesty on his part, or any civil proceedings (including any pending civil proceedings of which he is aware) involving an allegation of fraud, misrepresentation or dishonesty on his part;
- (vii) a conviction in Singapore or elsewhere of any offence in connection with the formation or management of any entity or business trust;
- (viii) disqualification from acting as a director or an equivalent person of any entity (including the trustee of a business trust), or from taking part directly or indirectly in the management of any entity or business trust;
- (ix) any order, judgement or ruling of any court, tribunal or governmental body permanently or temporarily enjoining him from engaging in any type of business practice or activity;
- (x) to his knowledge, been concerned with the management or conduct, in Singapore or elsewhere, of the affairs of:
 - (a) any corporation which has been investigated for a breach of any law or regulatory requirement governing corporations in Singapore or elsewhere;
 - (b) any entity (not being a corporation) which has been investigated for a breach of any law or regulatory requirement governing such entities in Singapore or elsewhere;
 - (c) any business trust which has been investigated for a breach of any law or regulatory requirement governing business trusts in Singapore or elsewhere; or
 - (d) any entity or business trust which has been investigated for a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere,

in connection with any matter occurring or arising during the period when he was so concerned with the entity or business trust; or
- (xi) the subject of any current or past investigation or disciplinary proceedings, or has been reprimanded or issued any warning, by the Authority or any other regulatory authority, exchange, professional body or government agency, whether in Singapore or elsewhere.

MATERIAL CONTRACTS

- (7) The dates of, parties to, and general nature of every material contract which the Trustee and its subsidiaries have entered into within the two years preceding the date of this Prospectus or (in the case of the Joint Venture Agreements and Property Management Agreements) will enter into on or about the Listing Date (in each case, excluding contracts entered into in the ordinary course of the business of Digital Core REIT) are set out in “Certain Agreements Relating to Digital Core REIT and the Properties” and these contracts are as follows:
- (i) the Trust Deed;
 - (ii) the Contribution and Sale Agreement;
 - (iii) the Joint Venture Agreements;
 - (iv) the Sponsor ROFR;
 - (v) the Reverse ROFR;
 - (vi) the Co-Investment Agreement;
 - (vii) the Master Property Management Services Agreement; and
 - (viii) the Property Management Agreements.

DOCUMENTS FOR INSPECTION

- (8) Copies of the following documents are available for inspection at the principal place of business of the Manager at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315, for a period of six months from the date of this Prospectus (prior appointment would be appreciated):
- (i) the material contracts referred to in paragraph 7 above, save for the Trust Deed (which will be available for inspection for so long as Digital Core REIT is in existence);
 - (ii) the Underwriting Agreement;
 - (iii) the Reporting Auditor’s Report on the Profit Forecast and Profit Projection as set out in Appendix A of this Prospectus;
 - (iv) the Reporting Auditor’s Report on the Unaudited Pro Forma Consolidated Financial Information as set out in Appendix B of this Prospectus;
 - (v) the Independent Singapore Taxation Report, Independent U.S. Taxation Report and the Independent Canadian Taxation Report as set out in Appendix D of this Prospectus;
 - (vi) the Independent Property Valuation Summary Reports as set out in Appendix E of this Prospectus as well as the full appraisal reports for each of the Properties;
 - (vii) the Independent Property Market Research Report set out in Appendix F of this Prospectus;

- (viii) the written consents of the Reporting Auditors, the Independent Valuers, the Independent Market Research Consultant and the Independent Tax Advisers (see “Experts” and “Reporting Auditors” for further details);
- (ix) the Sponsor Subscription Agreement;
- (x) the separate subscription agreements entered into between the Manager and the Cornerstone Investors to subscribe for the Cornerstone Units; and
- (xi) the Depository Services Terms and Conditions.

CONSENTS OF THE JOINT ISSUE MANAGERS, GLOBAL COORDINATORS, BOOKRUNNERS AND UNDERWRITERS

- (9) Each of BofA Securities, Citigroup Global Markets Singapore Pte. Ltd. and DBS Bank Ltd. has given and not withdrawn its written consent to being named in this Prospectus as the Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters to the Offering.

CONSENTS OF THE CO-MANAGERS

- (10) Each of BNP Paribas, acting through its Singapore branch, Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited has given and not withdrawn its written consent to being named in this Prospectus as the Co-Managers to the Offering.

WAIVERS FROM THE SGX-ST

- (11) The Manager has obtained from the SGX-ST waivers from compliance with the following listing rules under the Listing Manual:
 - (i) Rule 246(6), which requires the directors, executive officers, controlling unitholders and partners of the controlling unitholders of Digital Core REIT and the directors, executive officers, controlling unitholders and partners of the controlling unitholders of the Manager to provide their resumes and particulars, in relation to Digital Asia, LLC and Digital Raffles Holding, LLC;
 - (ii) Rule 705(1), which requires that Digital Core REIT announces its financial statements for the full financial year immediately after the figures are available, but in any event not later than 60 days after the relevant financial period; and
 - (iii) Rules 707(1) and 707(2), which require Digital Core REIT to hold its annual general meeting within four months from the end of its financial year, and to issue its annual report to shareholders and the SGX-ST at least 14 days before the date of its annual general meeting.
- (12) The Manager has obtained confirmation from the SGX-ST that it has no comments in relation to Digital Core REIT’s compliance with Rule 409(3), on the provision of annual accounts for the IPO Portfolio, subject to the disclosure in the Prospectus of (i) the unaudited pro forma consolidated statements of financial position of Digital Core REIT and its subsidiaries as of 30 June 2021 and 31 December 2020; (ii) the unaudited pro forma consolidated statements of comprehensive income of Digital Core REIT and its subsidiaries for the six-month periods ended 30 June 2021 and 30 June 2020, and the years ended 31 December 2018, 31 December 2019 and 31 December 2020; (iii) the unaudited consolidated statements of cash flows of Digital Core REIT and its subsidiaries for the six-month period ended 30 June 2021 and the year ended 31 December 2020; (iv) the profit forecast for the period from 1 January 2022 to 31 December 2022 and profit projection for the period from 1 January 2023 to 31 December 2023; and (v) reason(s) for which it is unable to provide historical audited financial information for the IPO Portfolio.

WAIVERS FROM THE MAS

- (13) The Manager has obtained from the MAS waivers from compliance with the following paragraphs under the Property Funds Appendix:
- (i) paragraph 4.3 of the Property Funds Appendix for financial statements of Digital Core REIT to be prepared in accordance with Chapter 5.1.1 of the CIS Code, given that the financial statements of Digital Core REIT shall be prepared in accordance with IFRS; and
 - (ii) paragraph 11.1(c)(ii), of the Property Funds Appendix in relation to the requirement to disclose the names of the top 10 customers in the annual report.

MISCELLANEOUS

- (14) The financial year end of Digital Core REIT is 31 December and the first reporting period for Digital Core REIT will be from Listing Date to 31 December 2022.
- (15) A full valuation of each of the real estate assets held by Digital Core REIT will be carried out at least once a year in accordance with the Property Funds Appendix. Where the Manager proposes to issue new Units (except in the case where new Units are being issued in payment of the Manager's management fees) for subscription or redeem existing Units, and Digital Core REIT's real estate assets were valued more than six months ago, in accordance with the Property Funds Appendix, the Manager should exercise discretion in deciding whether to conduct a desktop valuation of the real estate assets, especially when market conditions indicate that real estate values have changed materially. The Manager or the Trustee may at any other time arrange for the valuation of any of the real properties held by Digital Core REIT if it is of the opinion that it is in the best interest of Unitholders to do so.
- (16) While Digital Core REIT is listed on the SGX-ST, investors may check the SGX-ST website <http://www.sgx.com> for the prices at which Units are being traded on the SGX-ST. Investors may also check one or more major Singapore newspapers such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*, for the price range within which Units were traded on the SGX-ST on the preceding day.
- (17) The Manager does not intend to receive soft dollars (as defined in the CIS Code) in respect of Digital Core REIT. Save as disclosed in this Prospectus, unless otherwise permitted under the Listing Manual, neither the Manager nor any of its Associates will be entitled to receive any part of any brokerage charged to Digital Core REIT, or any part of any fees, allowances or benefits received on purchases charged to Digital Core REIT.
- (18) There is no benchmark applicable to Digital Core REIT as it is a real estate investment trust to be listed on the SGX-ST.
- (19) Digital Core REIT has obtained all requisite approvals, and is in compliance with laws and regulations, that would materially affect its business operations.

GLOSSARY

%	:	Per centum or percentage
Acquisition Fee	:	<p>Pursuant to Clause 15.2.1 of the Trust Deed, 1.0% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none">• the acquisition price of any real estate purchased, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any other payments in addition to the acquisition price made by Digital Core REIT or its SPVs to the vendor in connection with the purchase of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest);• the underlying value of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate purchased by Digital Core REIT, whether directly or indirectly through one or more SPVs (plus any additional payments made by Digital Core REIT or its SPVs to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); or• the acquisition price of any investment purchased by Digital Core REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate

Adjustments	:	Adjustments which are charged or credited to the consolidated profit and loss account of Digital Core REIT for the relevant financial year or the relevant distribution period (as the case may be), including but not limited to (i) differences between cash and accounting gross revenue, (ii) unrealised income or loss, including property revaluation and financial instruments/derivatives/assets/liabilities gains or losses, and provision or reversals of impairment provisions; (iii) deferred tax charges/credits; (iv) negative goodwill; (v) differences between cash and accounting finance and other costs; (vi) realised gains or losses, including gains or losses on the disposal of properties and disposal/settlement of financial instruments/assets/liabilities; (vii) the portion of the Management Fee and property management fees that are paid or payable in the form of Units; (viii) costs of any public or other offering of Units or convertible instruments that are expensed but are funded by proceeds from the issuance of such Units or convertible instruments; (ix) depreciation and amortisation in respect of the Properties and their ancillary machines, equipment and other fixed assets; (x) adjustment for amortisation of rental incentives; (xi) other non-cash or timing differences related to income or expenses; (xii) differences between the audited and unaudited financial statements for the previous Financial Year; (xiii) other charges or credits (in each case from (i) to (xii) as deemed appropriate by the Manager); and (xiv) any other such adjustments each as deemed appropriate by the Manager in consultation with the Auditor and/or tax advisers
Aggregate Leverage	:	The total borrowings and deferred payments (if any) as a percentage of the Deposited Property
Annual Distributable Income	:	The amount calculated by the Manager (based on the audited financial statements of Digital Core REIT for that financial year) as representing the consolidated audited net profit after tax of Digital Core REIT (which includes the net profits of the SPVs held by Digital Core REIT for the financial year, to be pro-rated where applicable to the portion of Digital Core REIT's interest in the relevant SPV) for the financial year, as adjusted to eliminate the effects of Adjustments. After eliminating the effects of these Adjustments, the Annual Distributable Income may be different from the net profit recorded for the relevant Financial Year
Application Forms	:	The printed application forms to be used for the purpose of the Offering and which form part of this Prospectus
Application List	:	The list of applicants subscribing for Units which are the subject of the Singapore Public Offer
Appraised Value	:	The higher of the two independent valuations by the Independent Valuers

Asset Managers	:	The Affiliates of the Sponsor that will serve as asset managers in respect of the U.S. and Canadian subsidiaries and Properties of Digital Core REIT under the Asset Management Agreements. The U.S. Asset Manager will be Digital Realty Property Manager, LLC, and the Canadian Asset Manager will be Digital Realty Canada, Inc.
Associate	:	Has the meaning ascribed to it in the Listing Manual
ATM	:	Automated teller machine
Audit and Risk Committee	:	The audit and risk committee of the Board
Authorised Investments	:	Means: <ul style="list-style-type: none"> (i) real estate; (ii) any improvement or extension of or addition to, or reconstruction, refurbishment, retrofitting, renovation or other development of any real estate or any building thereon; (iii) real estate related assets, wherever the issuers, assets or securities are incorporated, located, issued or traded; (iv) listed or unlisted debt securities and listed shares or stock and (if permitted by the Authority) unlisted shares or stock of or issued by local or foreign non-property companies or corporations; (v) government securities (issued on behalf of the Singapore Government or governments of other countries) and securities issued by a supra-national agency or a Singapore statutory board; (vi) cash and cash equivalent items; (vii) financial derivatives only for the purposes of (a) hedging existing positions in Digital Core REIT's portfolio where there is a strong correlation to the underlying investments or (b) efficient portfolio management, PROVIDED THAT such derivatives are not used to gear the overall portfolio of Digital Core REIT or intended to be borrowings or any form of financial indebtedness of Digital Core REIT; and (viii) any other investment not covered by paragraph (i) to (vii) of this definition but specified as a permissible investment in the Property Funds Appendix and selected by the Manager for investment by Digital Core REIT and approved by the Trustee in writing

Authority or MAS	:	Monetary Authority of Singapore
Automatic Forfeiture	:	The automatic forfeiture of Units held by any person in excess of the Unit Ownership Limit to the Trustee as provided in the Trust Deed
Base Fee	:	0.5% per annum of the value of Digital Core REIT's Deposited Property
Base Rental Income	:	Rental income received (after adjusting for leasing incentives and rent-free periods where applicable) under the respective lease agreements for the Properties
Board	:	The board of directors of the Manager
BofA Securities	:	Merrill Lynch (Singapore) Pte. Ltd.
Business Day	:	Any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore and the SGX-ST is open for trading
Canadian Asset Manager	:	Digital Realty Canada, Inc., a wholly-owned subsidiary of the Sponsor that provides asset management services in respect of the Canadian JV and its subsidiaries pursuant to an Asset Management Agreement
Canadian JV	:	Digital Gough, LLC, a limited liability company constituted in the United States in which, after giving effect to the Closing, Singapore Sub 3 will own a 90.0% membership interest and a wholly-owned subsidiary of the Sponsor will own the remaining 10.0% membership interest therein. The Canadian Property in the IPO Portfolio is held by a wholly-owned subsidiary of the Canadian JV on behalf of the Canadian JV
Cash Rental Income	:	Rental income and recoveries income without straight-line adjustments and amortisation of tenant improvement allowance, lease commission and free rent incentives
CDP	:	The Central Depository (Pte) Limited
CEO	:	Chief Executive Officer
CFO	:	Chief Financial Officer
CIS Code	:	The Code on Collective Investment Schemes issued by the MAS
CMP Regulations 2018	:	Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore

Closing	:	The closing in respect of the transfers of title to the Contributed Properties, (regardless of the recording dates of the deeds related thereto), Contributed SPEs and Purchased Interests on the Closing Date
Closing Date	:	The date on which the transfers of title to the Contributed Properties, (regardless of the recording dates of the deeds related thereto), the assignments of the membership interests in the Contributed SPEs and the sale of the Purchased Interests take place under the Contribution and Sale Agreement
CMS Licence	:	Capital markets services licence for REIT management
Companies Act	:	Companies Act, Chapter 50 of Singapore
Controlling Shareholder	:	As defined in the Listing Manual, means a person who: <ul style="list-style-type: none"> (i) holds directly or indirectly 15.0% or more of the total number of issued shares (excluding treasury shares) of a company; or (ii) in fact, exercises control over a company, where “control” refers to the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
Cornerstone Investors	:	The cornerstone investors being AEW Asia Pte. Ltd., Affin Hwang Asset Management Berhad, AIA Investment Management Private Limited, AMP Capital Investors Limited, B&I Capital AG, Blackrock, Inc., Cohen & Steers Asia Limited, DBS Bank Ltd., DBS Bank Ltd. (on behalf of certain wealth management clients), DWS Investments Australia Limited, Eastspring Investments (Singapore) Limited (in its capacity as investment manager for and on behalf of the investment accounts), FIL Investment Management (Hong Kong) Limited, Fullerton Fund Management Company Ltd, Ghisallo Master Fund LP, Jane Street Financial Limited, JPMorgan Asset Management (UK) Limited (for and on behalf of its clients), Kasikorn Asset Management Co., Ltd., Lion Global Investors Limited, Nikko Asset Management Asia Limited, Principal Global Investors (Singapore) Limited, Resolution Capital Limited, Schonfeld IR Master Fund Pte. Ltd. and Schonfeld Global Master Fund LP, Stichting Depositary APG Tactical Real Estate Pool, As Depositary Of APG Tactical Real Estate Pool, The Segantii Asia-Pacific Equity Multi-Strategy Fund, TMB Asset Management Company Limited and Value Partners Hong Kong Limited
Cornerstone Units	:	The 414,785,000 Units to be issued to the Cornerstone Investors

DBS Cornerstone Units	:	All the Cornerstone Units which will be held by DBS Bank Ltd. on the Listing Date, except the Cornerstone Units held by DBS Bank Ltd. on behalf of certain wealth management clients
Declaration	:	Declaration of restrictive covenants, conditions, restrictions, reservations and easements
Deposited Property	:	All the assets of Digital Core REIT, including all its Authorised Investments held or deemed to be held in accordance with the Trust Deed
Depository Services Terms and Conditions	:	CDP's depository services terms and conditions in relation to the deposit of the Units in CDP
Digital Group Member	:	Means (a) Digital CR Singapore Holding, LLC and (b) any entity that Beneficially Owns or Constructively Owns Units in excess of the Unit Ownership Limit solely as a result of Digital CR Singapore Holding, LLC's ownership of Units, provided that, in the case of this clause (b), such entity (i) controls, is controlled by, or is under common control with, Digital CR Singapore Holding, LLC and (ii) is not an individual (within the meaning of the Closely Held Rule)
Digital Realty	:	Refers to Digital Realty Trust, Inc., together with its consolidated subsidiaries, including Digital Realty Trust, L.P.
Directors	:	The directors of the Manager
Divestment Fee		<p>Pursuant to Clause 15.2.1 of the Trust Deed, 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none"> • the sale price of any real estate sold or divested, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any other payments¹ in addition to the sale price received by Digital Core REIT or its SPVs from the purchaser in connection with the sale or divestment of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest);

¹ "Other payments" refer to additional payments to Digital Core REIT or its SPVs for the sale of the asset, for example, where Digital Core REIT or its SPVs have already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

- the underlying value¹ of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested, whether directly or indirectly through one or more SPVs, by Digital Core REIT (plus any additional payments received by Digital Core REIT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); or
- the sale price of any investment sold or divested by Digital Core REIT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate

DPU	:	Distribution per Unit
Excess Units	:	Units acquired or held in excess of the Unit Ownership Limit
Exempted Agreements	:	The Trust Deed, the Contribution and Sale Agreement, the Joint Venture Agreements, the Co-Investment Agreement, the Master Property Management Services Agreement and the Property Management Agreements
Exempted Offeror	:	An offeror for the purposes of the Take-Over Code, who has (i) made a general offer in accordance with the Take-over Code for all the Units in Digital Core REIT which it does not own, control or agreed to be acquired by it and its concert parties (as such term is used in the Take-over Code), (ii) received acceptances of the offeror's general offer which exceeded the threshold required under section 295A of the SFA, such that it acquires the right to compulsorily acquire Units from those Unitholders who have not accepted the offeror's general offer as at the closing date of such offer, and (iii) exercised or publicly announced that it undertakes to exercise its rights to acquire the Units of such dissenting Unitholders
Extraordinary Resolution	:	A resolution proposed and passed as such by a majority consisting of 75.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed
FATCA	:	The United States Foreign Account Tax Compliance Act

¹ For example, if Digital Core REIT sells or divests an SPV which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity ascribed to the asset which will be paid to DigitalCore REIT as the sale price and any debt of the SPV.

Fee Arrangements	:	Fee arrangements for the Manager and the Trustee
FFI	:	A financial institution (as defined for FATCA purposes) outside the United States
First Distribution	:	The first distribution of Digital Core REIT after the Listing Date for the period from the Listing Date to 30 June 2022
First Lock-up Period	:	The period commencing from the date of issuance of the Units until the date falling 6 months after the Listing Date (both dates inclusive)
Forecast Year 2022	:	1 January 2022 to 31 December 2022
FY	:	Financial year ended or, as the case may be, ending 31 December
GDP	:	Gross domestic product
Gross Revenue	:	Consists of Rental Income and other income attributable to the operation of the Properties and a service charge collected to offset the recoverable expenses
Group	:	Digital Core REIT and/or any of its direct and indirect subsidiaries
GST	:	Goods and Services Tax
IFRS	:	International Financial Reporting Standards
IGA	:	An intergovernmental agreement between the United States and another government regarding the implementation of FATCA
Independent Market Research Consultant	:	datacenterHawk LLC
Independent Canadian Tax Adviser	:	Davies Ward Phillips & Vineberg LLP
Independent Singapore Tax Adviser	:	Allen & Gledhill LLP
Independent Tax Advisers	:	Independent Singapore Tax Adviser, Independent U.S. Tax Adviser and Independent Canadian Tax Adviser
Independent U.S. Tax Adviser	:	Latham & Watkins LLP
Independent Valuers	:	Newmark Knight Frank Valuation & Advisory, LLC and Cushman & Wakefield of North Carolina, Inc.

Initial Unit	:	The Unit held by the Manager on the Listing Date immediately before the issue of the Offering Units
Instruments	:	Offers, agreements or options that might or would require Units to be issued, including but not limited to the creation and issue of (as well as adjustments to) securities, warrants, debentures or other instruments convertible into Units
Interested Party	:	Has the meaning ascribed to it in the Property Funds Appendix
Interested Party Transaction	:	Has the meaning ascribed to it in the Property Funds Appendix
Interested Person	:	Has the meaning ascribed to it in the Listing Manual
Interested Person Transactions	:	Has the meaning ascribed to it in the Listing Manual
IPO	:	Initial public offering
IPO Portfolio	:	The initial portfolio of Properties held by Digital Core REIT as at the Listing Date
IRAS	:	Inland Revenue Authority of Singapore
IRS	:	United States Internal Revenue Service
Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters	:	BofA Securities, Citigroup Global Markets Singapore Pte. Ltd. and DBS Bank Ltd.
Latest Practicable Date	:	12 November 2021, being the latest practicable date prior to the lodgement of this Prospectus with the MAS
Lenders	:	BofA Securities, Inc., Citigroup Global Markets Asia Limited, and DBS Bank Ltd.
Listing Date	:	The date of admission of Digital Core REIT to the Official List of the SGX-ST
Listing Manual	:	The Listing Manual of the SGX-ST
Lock-up Period	:	The First Lock-Up Period and the Second Lock-Up Period
Lock-up Units	:	The Units which are subject to the lock-up arrangements, being all the Units which Digital CR Singapore Holding, LLC, Digital Realty Trust, L.P. and Digital Realty Trust, Inc. (as the case may be) legally and/or beneficially, directly and indirectly owns or will own on the Listing Date

Losses	:	All claims, liabilities, costs, charges, expenses, losses and damages
M&E	:	Mechanical and electrical
Management Fee or Manager's Management Fee	:	Base Fee and Performance Fee
Manager	:	Digital Core REIT Management Pte. Ltd., in its capacity as manager of Digital Core REIT
Market Day	:	A day on which the SGX-ST is open for trading in securities
NAV	:	Net asset value
Nominating and Corporate Governance Committee	:	Nominating and Corporate Governance Committee of the Board
Non-U.S. Unitholder	:	A Unitholder that is not a United States person
NRSF	:	Net rentable square feet being the total building space which is the square feet dedicated to both commissioned power and non-critical power (i.e. offices, conference rooms, lobby etc.)
OFAC	:	Office of Foreign Assets Control of the United States Department of the Treasury
OFAC Requirements	:	OFAC regulations and other laws prohibiting the conduct of business or engaging in transactions with Prohibited Persons
Offering	:	The offering of 267,034,000 Units by the Manager for subscription at the Offering Price under the Placement Tranche and the Singapore Public Offer
Offering Price	:	The subscription price of US\$0.88 per Unit under the Offering
Offering Units	:	The 267,034,000 Units to be issued pursuant to the Offering
Offshore Account	:	A U.S. dollar bank account maintained outside Singapore
Ordinary Resolution	:	A resolution proposed and passed as such by a majority being greater than 50.0% of the total number of votes cast for and against such resolution at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed

Over-Allotment Option	:	An option granted by the Unit Lender to the Joint Issue Managers to purchase from the Unit Lender up to an aggregate of 53,406,000 Units at the Offering Price, solely to cover the over-allotment of Units (if any)
Parent U.S. REIT	:	Digital CR US REIT, Inc., a Maryland corporation
p.a.	:	Per annum
Participating Banks	:	DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited
PDPA	:	Personal Data Protection Act 2012, Singapore Act No. 26 of 2012
Performance Fee	:	3.5% per annum of REIT's net property income in the relevant financial year (calculated before accounting for the Performance Fee in that financial year)
Placement Tranche	:	The international placement of Units to investors other than the Sponsor and the Cornerstone Investors, pursuant to the Offering
Portfolio Interest Exemption	:	An exemption from U.S. tax for certain "portfolio interest" under the U.S. Tax Code
Profit Forecast	:	The forecast results for Forecast Year 2022
Profit Projection	:	The projected results for Projection Year 2023
Prohibited Persons	:	List of persons designated as terrorists or who are otherwise blocked or banned
Projection Year 2023	:	1 January 2023 to 31 December 2023
Properties	:	The properties which are held by Digital Core REIT (through one or more subsidiaries or joint venture entities) from time to time, including the properties in the IPO Portfolio, and " Property " means any one of them
Property Funds Appendix	:	Appendix 6 of the CIS Code issued by the MAS in relation to REITs
Property Management Agreements	:	The Property Management and Leasing Agreements to be entered into between the relevant Property Manager and the relevant SPEs with respect to the Properties in the IPO Portfolio at the Closing, and any property management agreement entered into thereafter between the relevant Property Manager and SPE with respect to any Property acquired after the Closing Date

Property Manager	:	An Affiliate of the Sponsor that serves as property manager under a Property Management Agreement. The Property Manager for Properties located in the United States will be Digital Realty Property Manager, LLC, and the Property Manager for Properties located in Canada will be Digital Realty Canada, Inc.
Recognised Stock Exchange	:	Any stock exchange of repute in any country in any part of the world
Regulation S	:	Regulation S under the Securities Act
REIT	:	Real estate investment trust
Related Party	:	Refers to an Interested Person and/or, as the case may be, an Interested Party
Related Party Leases	:	Certain lease agreements in relation to the lease of premises at the Properties which were entered into by related corporations of the Manager
Related Party Transactions	:	“Interested person transactions” in the Listing Manual and “interested party transactions” in the Property Funds Appendix
Remitted Interest	:	Interest remitted from a Singapore Lending Sub’s Offshore Account into its bank account in Singapore
Remuneration Committee	:	Remuneration Committee of the Board
Rental Income	:	Comprises principally rental income received from rental of office space
Reporting Auditors	:	KPMG LLP
Revolving Credit Facility	:	US\$200 million
S\$ or Singapore dollars and cents	:	Singapore dollars and cents, the lawful currency of the Republic of Singapore
Second Lock-up Period	:	The period immediately following the First Lock-up Period until the date falling 12 months after the Listing Date
Securities Account	:	Securities account or sub-account maintained by a Depositor (as defined in Section 130A of the Companies Act) with CDP
Securities Act	:	U.S. Securities Act of 1933, as amended
Securities and Futures Act or SFA	:	Securities and Futures Act, Chapter 289 of Singapore

Settlement Date	:	The date and time on which the Units are issued as settlement under the Offering
SGX-ST	:	Singapore Exchange Securities Trading Limited
Singapore IGA Legislation	:	Singapore legislation implementing the IGA between Singapore and the United States
Singapore Lending Sub	:	Shall have the meaning set out in the section on “Taxation – Singapore Income Tax Overview – Taxation of Digital Core REIT – Tax Rulings”
Singapore Public Offer	:	The offering to the public in Singapore of 13,352,000 Units
Singapore Sub 1	:	Digital CR Singapore 1 Pte Ltd
Singapore Sub 2	:	Digital CR Singapore 2 Pte Ltd
Singapore Sub 3	:	Digital CR Singapore 3 Pte Ltd
SITA	:	Income Tax Act, Chapter 134 of Singapore
Sponsor	:	Digital Realty Trust, L.P.
Sponsor Investor	:	Digital CR Singapore Investor, LLC, a wholly-owned subsidiary of the Sponsor
Sponsor Subscription Units	:	428,806,000
Sponsor Units	:	The Units held by Digital CR Singapore Holding, LLC, a wholly-owned subsidiary of the Sponsor
SPE	:	A wholly-owned subsidiary of a JV that owns a Property, including and any entity that may be acquired or formed by Digital Core REIT in the future that owns a Property
SPVs	:	Special purpose vehicles
sq. ft.	:	Square feet
sq. m.	:	Square metres
Stabilising Manager	:	Citigroup Global Markets Singapore Pte. Ltd.
Substantial Unitholder	:	Any Unitholder with an interest in one or more Units constituting not less than 5.0% of all Units in issue
Take-over Code	:	Singapore Code on Take-overs and Mergers
Tax Rulings	:	Advance tax rulings from IRAS in relation to certain Singapore income tax treatment of the income of Digital Core REIT, Singapore Sub 1, the Singapore Lending Subs and Singapore Sub 3

Triple net lease	:	Refers to a lease whereby the lessee or customer pays for rent and typically the following property-related expenses: (i) property tax, (ii) insurance, and (iii) day-to-day maintenance including site personnel costs, cleaning, security, utilities, service and maintenance contracts and other M&E repair items. The landlord pays for most structural repairs and replacement of structural parts of the buildings and, depending on the lease, replacement of M&E items
Trust Companies Act	:	Trust Companies Act, Chapter 336 of Singapore
Trust Deed	:	The trust deed dated 10 November 2021 entered into between the Manager and the Trustee constituting Digital Core REIT, and as may be amended, varied or supplemented from time to time
Trustee	:	Perpetual (Asia) Limited, in its capacity as trustee of Digital Core REIT
Underwriting Agreement	:	The underwriting agreement dated 29 November 2021 entered into between the Manager, the Joint Issue Managers, Global Coordinators, Bookrunners and Underwriters, the Sponsor and the Unit Lender
Underwriting, Selling and Management Commission	:	The underwriting, selling and management commission payable to the Joint Issue Managers for their services in connection with the Offering
Unit(s)	:	An undivided interest in Digital Core REIT as provided for in the Trust Deed
Unit Issue Mandate	:	The general mandate for the Manager to issue Units within certain limits until (i) the conclusion of the first annual general meeting of Digital Core REIT or (ii) the date by which first annual general meeting of Digital Core REIT is required by applicable regulations to be held, whichever is earlier
Unit Lender	:	Digital CR Singapore Holding, LLC
Unit Lending Agreement	:	The unit lending agreement entered into between the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) and the Unit Lender dated 29 November 2021 in connection with the Over-Allotment Option
Unitholder(s)	:	The registered holder for the time being of a Unit including persons so registered as joint holders, except that where the registered holder is CDP, the term “Unitholder” shall, in relation to Units registered in the name of CDP, mean, where the context requires, the depositor whose Securities Account with CDP is credited with Units

Unitholding	:	The holding of Units by a Unitholder
Unit Ownership Limit	:	9.8% of the outstanding Units
Unit Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd.
United States or U.S.	:	United States of America
U.S. Asset Manager	:	Digital Realty Property Manager, LLC, a wholly-owned subsidiary of the Sponsor that provides asset management services in respect of the U.S. JVs and their respective subsidiaries pursuant to an Asset Management Agreement
U.S. JV	:	A limited liability company constituted in the United States in which, after giving effect to the Closing, the Parent U.S. REIT will own a 90.0% membership interest and a wholly-owned subsidiary of the Sponsor will own the remaining 10.0% membership interest therein. As at the date of this Prospectus, all U.S. JVs are wholly-owned subsidiaries of the Parent U.S. REIT. After giving effect the Closing, all of the Properties in the IPO Portfolio that are located in the United States will be owned by an SPE that is a wholly-owned subsidiary of a U.S. JV
U.S. REIT	:	An entity that is organised so as to qualify for taxation as a REIT for U.S. federal income tax purposes
U.S. Tax Code	:	United States Internal Revenue Code of 1986, as amended
VAT	:	Value-added tax
WALE	:	Weighted average lease expiry
WFP	:	A withholding foreign partnership

Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

Any reference in this Prospectus 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 Prospectus is made by 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.

Information contained in the Manager's website does not constitute part of this Prospectus.

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REPORTING AUDITORS' REPORT ON THE PROFIT FORECAST AND PROFIT PROJECTION

The Board of Directors
Digital Core REIT Management Pte. Ltd.
(in its capacity as Manager of Digital Core REIT)
10 Collyer Quay, #42-06,
Ocean Financial Centre,
Singapore 049315

Perpetual (Asia) Limited
(in its capacity as Trustee of Digital Core REIT)
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981

29 November 2021

Dear Sirs,

Letter from the Reporting Auditors on the Profit Forecast for the Year Ending 31 December 2022 and the Profit Projection for the Year Ending 31 December 2023

This letter has been prepared for inclusion in the prospectus (the "**Prospectus**") to be issued in connection with the offering of 267,034,000 Units in Digital Core REIT on the Mainboard of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") at the offering price of US\$0.88 per Unit (the "**Offering**").

The directors of the Digital Core REIT Management Pte. Ltd. (the "**Directors**") are responsible for the preparation and presentation of the forecast Consolidated Statements of Comprehensive Income and Distribution of Digital Core REIT for the year ending 31 December 2022 (the "**Profit Forecast**") and the year ending 31 December 2023 (the "**Profit Projection**") as set out on pages 126 to 127 of the Prospectus, which have been prepared on the basis of the assumptions (the "**Assumptions**") set out on pages 127 to 135 of the Prospectus.

We have complied with the independence and other ethical requirements of the Accounting and Corporate Regulatory Authority (ACRA) *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (ACRA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The firm applies Singapore Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We have examined the Profit Forecast of Digital Core REIT for the year ending 31 December 2022 and the Profit Projection for the year ending 31 December 2023 as set out on pages 126 to 127 of the Prospectus in accordance with Singapore Standard on Assurance Engagements ("**SSAE**") 3400 *The Examination of Prospective Financial Information*. The Directors are solely responsible for the Profit Forecast and Profit Projection including the Assumptions set out on pages 127 to 135 of the Prospectus on which they are based.

Profit Forecast

Based on our examination of the evidence supporting the Assumptions, nothing has come to our attention which causes us to believe that these assumptions do not provide a reasonable basis for the Profit Forecast. Further, in our opinion the Profit Forecast, so far as the accounting policies and calculations are concerned, is properly prepared on the basis of the assumptions, is consistent with the accounting policies set out on pages C-19 to C-25 of the Prospectus, and is presented in accordance with International Financial Reporting Standards (“**IFRS**”) (but not all the required disclosures) issued by the International Accounting Standards Board, which is the framework to be adopted by Digital Core REIT in the preparation of its financial statements.

Profit Projection

The Profit Projection is intended to show a possible outcome based on the stated assumptions. As Digital Core REIT is newly established without any history of activities and because the length of the period covered by the Profit Projection extends beyond the period covered by the Profit Forecast, the assumptions used in the Profit Projection (which include hypothetical assumptions about future events which may not necessarily occur) are more subjective than would be appropriate for a profit forecast. The Profit Projection does not therefore constitute a profit forecast.

Based on our examination of the evidence supporting the Assumptions, nothing has come to our attention which causes us to believe that these assumptions do not provide a reasonable basis for the Profit Projection. Further, in our opinion the Profit Projection, so far as the accounting policies and calculations are concerned, is properly prepared on the basis of the Assumptions, is consistent with the accounting policies set out on pages C-19 to C-25 of the Prospectus, and is presented in accordance with IFRS (but not all the required disclosures), which is the framework to be adopted by Digital Core REIT in the preparation of its financial statements.

Events and circumstances frequently do not occur as expected. Even if the events anticipated under the hypothetical assumptions described in the Prospectus occur, actual results are still likely to be different from the Profit Forecast and Profit Projection since other anticipated events frequently do not occur as expected and the variation may be material. The actual results may therefore differ materially from those forecasted and projected. For the reasons set out above, we do not express any opinion as to the possibility of achievement of the Profit Forecast and Profit Projection.

Attention is drawn, in particular, to the risk factors set out on pages 57 to 88 of the Prospectus which describe the principal risks associated with the Offering, to which the Profit Forecast and Profit Projection relate and the sensitivity analysis of the Profit Forecast and Profit Projection set out on pages 136 to 137 of the Prospectus.

Yours faithfully

KPMG LLP

*Public Accountants and
Chartered Accountants*

Singapore

Barry Lee
Partner-in-charge

REPORTING AUDITORS' REPORT ON THE UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

Digital Core REIT Management Pte. Ltd.
(in its capacity as Manager of Digital Core REIT)
10 Collyer Quay, #42-06,
Ocean Financial Centre,
Singapore 049315

Perpetual (Asia) Limited
(in its capacity as Trustee of Digital Core REIT)
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981

We have completed our assurance engagement to report on the compilation of pro forma consolidated financial information of Digital Core REIT by Digital Core REIT Management Pte. Ltd. (the "**Manager**"). The unaudited pro forma consolidated financial information of Digital Core REIT and its subsidiaries (the "**Pro forma Group**") consists of the unaudited pro forma consolidated statements of financial position as at 30 June 2021 and 31 December 2020, the unaudited pro forma consolidated statements of comprehensive income for the six-month periods ended 30 June 2021 and 30 June 2020 and the years ended 31 December 2020, 31 December 2019 and 31 December 2018, the unaudited pro forma consolidated statements of cash flows for the six-month period ended 30 June 2021 and the year ended 31 December 2020, and related notes (the "**Unaudited Pro Forma Consolidated Financial Information**") as set out on pages C-1 to C-37 of the prospectus (the "**Prospectus**") to be issued in connection with the offering of units in Digital Core REIT (the "**Offering**"). The Unaudited Pro Forma Consolidated Financial Information of Digital Core REIT has been prepared for illustrative purposes only and is based on certain assumptions, after making certain adjustments. The applicable criteria (the "**Criteria**") on the basis of which the Manager has compiled the Unaudited Pro Forma Consolidated Financial Information are described in Section B of Appendix C to the Prospectus.

The Unaudited Pro Forma Consolidated Financial Information has been compiled by the Manager to illustrate the impact on:

- (a) the financial position of the Pro forma Group as at 30 June 2021 and 31 December 2020 if it had acquired a 90% interest in Digital Gough LLC which holds a data centre located in Canada (namely 371 Gough Road) and a 90% interest in each of the limited liability companies which hold nine data centres located in the U.S. (namely 44520 Hastings Drive, 8217 Linton Hall Road, 3011 Lafayette Street, 1500 Space Park Drive, 2401 Walsh Avenue, 2403 Walsh Avenue, 200 North Nash Street, 3015 Winona Avenue and 43831 Devin Shafron Drive (Building C) under the same terms as set out in the Prospectus, on 30 June 2021 and 31 December 2020, respectively. The interests in Digital Gough LLC and the limited liability companies acquired as mentioned above are hereinafter collectively referred to as the "Relevant Entities";
- (b) the comprehensive income of the Pro forma Group for the six-month periods ended 30 June 2021 and 30 June 2020 and the years ended 31 December 2020, 31 December 2019 and 31 December 2018 if it had acquired the interests in the Relevant Entities under the same terms as set out in the Prospectus, on 1 January 2018; and
- (c) the cash flows of the Pro forma Group for the six-month period ended 30 June 2021 and the year ended 31 December 2020 if it had acquired the interests in the Relevant Entities under the same terms as set out in the Prospectus, on 1 January 2020.

The dates on which the Transactions described above are assumed to have been undertaken, are hereinafter collectively referred to as the "Relevant Dates".

As part of this process, information about the Pro forma Group's financial position, comprehensive income and cash flows has been extracted by the Manager from the unaudited divisional financial information of the Relevant Entities ("**Relevant Financial Information**"), which owned the 10 data centres prior to their acquisition by Digital Core REIT. The Relevant Financial Information for the six-month periods ended 30 June 2021 and 30 June 2020 is extracted from the unaudited interim financial information of Digital Trust Realty Inc. for the same relevant periods. The Relevant Financial Information for the years ended 31 December 2020, 31 December 2019 and 31 December 2018 is extracted from the audited financial statements of Digital Realty Trust Inc., on which an audit report has been published.

The Manager's responsibility for the pro forma financial information

The Manager is responsible for compiling the Unaudited Pro Forma Consolidated Financial Information on the basis of the Criteria.

Reporting Auditors' independence and quality control

We have complied with the independence and other ethical requirements of the Accounting and Corporate Regulatory Authority ("ACRA") *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("ACRA Code"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The firm applies Singapore Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting Auditors' responsibility

Our responsibility is to express an opinion about whether the Unaudited Pro Forma Consolidated Financial Information has been compiled, in all material respects, by the Manager on the basis of the Criteria.

We conducted our engagement in accordance with Singapore Standard on Assurance Engagements ("SSAE") 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the Institute of Singapore Chartered Accountants (the "ISCA"). This standard requires that the reporting auditors comply with ethical requirements and plan and perform procedures to obtain reasonable assurance about whether the Manager has compiled, in all material respects, the Unaudited Pro Forma Consolidated Financial Information on the basis of the Criteria.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the Unaudited Pro Forma Consolidated Financial Information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the Unaudited Pro Forma Consolidated Financial Information.

The purpose of unaudited pro forma financial information included in a prospectus is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction at the Relevant Dates would have been as presented.

A reasonable assurance engagement to report on whether the Unaudited Pro Forma Consolidated Financial Information has been compiled, in all material respects, on the basis of the Criteria involves performing procedures to assess whether the Criteria used by the Manager in the compilation of the Unaudited Pro Forma Consolidated Financial Information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- the related pro forma adjustments give appropriate effect to those Criteria; and
- the Unaudited Pro Forma Consolidated Financial Information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the reporting auditors' judgement, having regard to his understanding of the nature of the event or transaction in respect of which the Unaudited Pro Forma Consolidated Financial Information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the Unaudited Pro Forma Consolidated Financial Information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion:

- (a) the Unaudited Pro Forma Consolidated Financial Information has been compiled:
 - (i) in a manner consistent with the accounting policies to be adopted by the Pro forma Group, which are in accordance with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board (“IASB”); and
 - (ii) on the basis of the Criteria stated in Section B of Appendix C of the Prospectus; and
- (b) each material adjustment made to the information used in the preparation of the Unaudited Pro Forma Consolidated Financial Information is appropriate for the purpose of preparing such unaudited financial information.

This letter has been prepared for inclusion in the Prospectus of Digital Core REIT to be issued in connection with the initial public offering of units by Digital Core REIT.

KPMG LLP

*Public Accountants and
Chartered Accountants*

Singapore

Barry Lee
Partner-in-charge
29 November 2021

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UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

A. INTRODUCTION

The Unaudited Pro Forma Consolidated Financial Information has been prepared for inclusion in the prospectus (the “Prospectus”) to be issued in connection with the proposed listing of Digital Core REIT (the “REIT”) on the Singapore Exchange Securities Trading Limited (the “SGX-ST”).

Digital Core REIT is a Singapore real estate investment trust constituted pursuant to a Trust Deed dated 10 November 2021 made between Digital Core REIT Management Pte. Ltd. (the “Manager”), a wholly-owned subsidiary of Digital Realty Trust, L.P., and Perpetual (Asia) Limited (the “Trustee”). Digital Core REIT is established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy.

The Manager’s key financial objectives are to provide unitholders of Digital Core REIT (“Unitholders”) with attractive total returns primarily driven by regular and stable distributions, while maintaining an appropriate capital structure and striving for sustainable growth in distributions per Unit (“DPU”) and net asset value per Unit.

Prior to Digital Core REIT’s admission to the Official List of the SGX-ST, it will, through its subsidiaries in the U.S., acquire a 90% interest in a portfolio of nine data centres located in the United States (“U.S.”) and one in Canada (each, a “Property” or, collectively, the “Properties” in the IPO Portfolio). See “Business and Properties” section of the Prospectus for further details of the Properties. The acquisitions as described above are collectively referred to as the “Acquisitions”.

The Properties in the IPO Portfolio are located in the U.S. and Canada as follows:

U.S.

- 44520 Hastings Drive
- 8217 Linton Hall Road
- 3011 Lafayette Street
- 1500 Space Park Drive
- 2401 Walsh Avenue
- 2403 Walsh Avenue
- 200 North Nash Street
- 3015 Winona Avenue
- 43831 Devin Shafron Drive (Building C)

Canada

- 371 Gough Road

In connection with the Acquisitions, Digital Core REIT proposes to issue new Units at an offering price of US\$0.88 per Unit (the “Offering Price”) comprising 253,682,000 Units in an internal placement to investors outside of the U.S., 13,352,000 Units to the public in Singapore, 414,785,000 Units subscribed by the Cornerstone Investors.

The sponsor of Digital Core REIT is Digital Realty Trust, L.P. (the “Sponsor”), the operating partnership subsidiary of Digital Realty Trust, Inc. (NYSE: DLR), a company listed on the New York Stock Exchange. After giving effect to the closing of the Acquisitions, the REIT through its wholly-owned subsidiaries will own 90% membership interest in Digital Gough, LLC (which owns all of the shares of Digital Toronto Nominee Inc., which holds the Canadian property for Digital Gough, LLC) (the “Canadian JV”) and a 90% membership interest in each of Digital Porpoise JV, LLC, Digital Quill JV, LLC, Digital Stoughton JV, LLC, Digital Nash JV, LLC, Digital Walsh 1 JV, LLC, Digital Walsh 2 JV, LLC, Digital Winona JV, LLC, Digital Lafayette 2, JV, LLC, and Digital Space Park JV, LLC (the legal entities that will own (through wholly-owned subsidiaries) the nine U.S. properties) (the “U.S. JVs” and, together with the Canadian JV, the “JVs”).

The sponsor of Digital Core REIT is Digital Realty Trust, L.P. (the “Sponsor”), the operating partnership subsidiary of Digital Realty Trust, Inc. (NYSE: DLR), a company listed on the New York Stock Exchange. The Sponsor will own the remaining 10% membership interest in the JVs. The Sponsor will also own 39% of the Units at the Initial Public Offering (assuming the Over-Allotment Option is not exercised).

At the closing of the Acquisitions, the subsidiary of each JV that owns each Property will enter into a Property Management Agreement with an affiliate of the Sponsor of Digital Core REIT.

Details on the Manager’s management fees, the Trustee’s fee and fees payable under the Property Management Agreements are set out in Section E.

B. BASIS OF PREPARATION INFORMATION OF PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

No financial statements of Digital Core REIT have been prepared for the years ended 31 December 2018, 31 December 2019 and 31 December 2020 and six-month periods ended 30 June 2021 and 30 June 2020 as Digital Core REIT was established on 10 November 2021.

The Unaudited Pro Forma Consolidated Financial Information set out in this report has been prepared for illustrative purposes only, based on certain assumptions, and after making certain adjustments, and includes:

- the Unaudited Pro Forma Consolidated Statements of Financial Position of Digital Core REIT and its subsidiaries (“Pro Forma Group”) as of 30 June 2021 and 31 December 2020 which reflects the financial position of the Pro Forma Group had it been in place and had the Acquisitions been completed on 30 June 2021 and 31 December 2020, respectively, pursuant to the terms set out in the Prospectus;
- the Unaudited Pro Forma Consolidated Statements of Comprehensive Income of the Pro Forma Group for the six-month periods ended 30 June 2021 and 30 June 2020, and the years ended 31 December 2020, 31 December 2019 and 31 December 2018, which reflect the financial performance of the Pro Forma Group had it been in place and had the Acquisitions been completed on 1 January 2018; and
- the Unaudited Pro Forma Consolidated Statements of Cash Flows of the Pro Forma Group for the six-month periods ended 30 June 2021 and the year ended 31 December 2020 which reflect the cash flows of the Pro Forma Group had it been in place and had the Acquisitions been completed on 1 January 2020, pursuant to the terms set out in the Prospectus.

The Unaudited Pro Forma Consolidated Statements of Financial Position, Unaudited Pro Forma Consolidated Statements of Comprehensive Income and Unaudited Pro Forma Consolidated Statements of Cash Flows (collectively, the “Unaudited Pro Forma Consolidated Financial Information”) have been prepared on the basis of the accounting policies set out in Section D and is to be read in conjunction with Section E.

The objective of the Unaudited Pro Forma Consolidated Financial Information is to show what the financial position, financial performance and cash flows might have been, had the Pro Forma Group as described above existed at an earlier date. However, the Unaudited Pro Forma Consolidated Financial Information is not necessarily indicative of the financial position, financial performance and cash flows that would have been attained had the Pro Forma Group actually existed earlier. The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only and, because of its nature, may not give a true picture of the Pro Forma Group’s actual financial position, financial performance or cash flows.

The Unaudited Pro Forma Consolidated Financial Information of the Pro Forma Group has been compiled based on the unaudited divisional financial information of the Properties for the six-month periods ended 30 June 2021 and 30 June 2020, and the years ended 31 December 2020, 31 December 2019, and 31 December 2018. The unaudited divisional financial information of the Properties for the six-month periods ended 30 June 2021 and 30 June 2020 are extracted from the unaudited interim financial information of Digital Realty Trust, Inc. for the same relevant periods. The unaudited divisional financial information of the Properties for the years ended 31 December 2020, 31 December 2019 and 31 December 2018 are extracted from the audited annual financial statements of Digital Realty Trust, Inc. for the same relevant periods.

The audited financial statements of Digital Realty Trust, Inc. for the years ended 31 December 2020, 31 December 2019 and 31 December 2018 and unaudited interim financial information of Digital Realty Trust, Inc. for the six-month periods ended 30 June 2021 and 30 June 2020 were prepared in accordance with U.S. generally accepted accounting principles (“US GAAP”). The annual financial statements of Digital Realty Trust, Inc. was audited by KPMG LLP, located in San Francisco, California in accordance with the standards of the Public Company Accounting Oversight Board. The auditor’s reports on these financial statements were not subjected to any qualifications, modifications or disclaimers.

The unaudited divisional financial information of the Properties for the six-month periods ended 30 June 2021 and 30 June 2020, and the years ended 31 December 2020, 31 December 2019 and 31 December 2018 have been realigned to International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board (“IASB”), for purpose of preparing the Unaudited Pro Forma Consolidated Financial Information.

Unaudited Pro Forma Consolidated Statements of Financial Position

The Unaudited Pro Forma Consolidated Statements of Financial Position as of 30 June 2021 and 31 December 2020 have been prepared to reflect the financial position of the Pro Forma Group had it been in place and had the Acquisitions been completed on 30 June 2021 and 31 December 2020, respectively, pursuant to the terms set out in the Prospectus.

In arriving at the Unaudited Pro Forma Consolidated Statement of Financial Position as at 30 June 2021 and 31 December 2020, the following key adjustments and assumptions were made:

- The aggregate closing payments by the Parent U.S. REIT and Singapore Sub 3 under the Contribution and Sale Agreement equal to US\$1,313.2 million and US\$1,313.5 million as at 30 June 2021 and 31 December 2020, respectively, inclusive of related transaction costs estimated at US\$21.0 million;

- The Properties are valued at US\$1,440.5 based on the valuation of the Properties undertaken by the independent valuers, Cushman & Wakefield of North Carolina, Inc. and will remain unchanged throughout the periods presented;
- Assets (comprising trade and other receivables) directly attributable to the Properties of US\$4.1 million, liabilities (comprising rental security deposits, rent received in advance, real estate taxes payables and tenancy obligations) directly attributable to the Properties, amounting to US\$8.1 million as at 30 June 2021, were assumed by Digital Core REIT with corresponding cash retained from the net closing payments under the Contribution and Sale Agreement;
- Assets (comprising accounts and other receivables and other assets) directly attributable to the Properties of US\$3.6 million, liabilities (comprising rental security deposits, rent received in advance, real estate taxes payables and tenancy obligations) directly attributable to the Properties, amounting to US\$7.4 million as at 31 December 2020, were assumed by Digital Core REIT with corresponding cash retained from the net closing payments under the Contribution and Sale Agreement;
- Proceeds raised from the Offering amounted to US\$600.0 million;
- Issuance costs relating to the Offering are estimated to be US\$20.0 million and are assumed to be funded by the proceeds raised from the Offering;
- Term loan borrowings (“Term Loan”) of US\$350.0 million and a Revolving Credit Facility (“RCF”) of up to US\$200.0 million, net of financing costs of US\$1.9 million for the Term Loan and US\$1.1 million for the RCF;
- Proceeds raised from the issuance of preferred shares (“Preference Shares”) by a wholly-owned subsidiary amounted to US\$0.1 million;
- Digital Core REIT retained US\$4.0 million of the net proceeds raised from the Offering and issuance of Preference Shares for use in operations, with the remainder of the net proceeds remitted to the Sponsor in exchange for the (direct and indirect) contribution of the Properties to the U.S. JVs and sale of a 90% membership interest in the Canadian JV; and
- Non-controlling interest related to the Sponsor’s 10% direct interest in the U.S. JVs, which own (through a wholly-owned subsidiary) 100% of the 9 U.S. based properties and the Sponsor’s 10% direct interest in Digital Gough, LLC which owns (through a wholly-owned subsidiary) 100% of the Canadian-based property.

Unaudited Pro Forma Consolidated Statements of Comprehensive Income

The Unaudited Pro Forma Consolidated Statements of Comprehensive Income have been prepared to reflect the financial performance of the Pro Forma Group had it been in place and had the Acquisitions been completed on 1 January 2018 pursuant to the terms set out in the Prospectus.

In arriving at the Unaudited Pro Forma Consolidated Statement of Comprehensive Income for each of the periods presented, the following key adjustments and assumptions were made:

- Adjustments to reflect the recognition of straight-line rent as of the pro forma acquisition date of 1 January 2018;
- The Manager’s management fees, the Trustee’s fee and the property management fees were computed based on the formula as set out in Section E;

- The Manager's base management fees were computed based on 0.5% per annum of the value of Deposited Property (as defined in the Trust Deed). 100% of the Manager's base management fee is paid in the form of Units;
- The Manager's performance fee has been assumed to be 3.5% of unaudited pro forma revenues less operating expenses excluding management and trustee fees for each period presented. 100% of the Manager's performance fee is paid in the form of Units;
- Trustee's fee has been assumed to be 0.015% per annum of the value of Deposited Property (as defined in the Trust Deed) for each period presented;
- Property management fees have been assumed to be 2.0% of gross revenue for each period presented;
- Other trust expenses comprise annual listing fee, registry fee, audit and tax fees, valuation fees, costs associated with the preparation and distribution of reports to Unitholders and miscellaneous expenses;
- Finance expenses comprise (i) interest expense on the borrowings drawn down under Term Loan and RCF; (ii) amortisation of debt-related transaction costs on the Term Loan and RCF; and (iii) dividends paid to holders of the Preference Shares at a rate of 12% per annum, for all periods presented. Finance expenses are paid on the last day of the periods presented;
- The aggregate closing payments by the Parent U.S. REIT and Singapore Sub 3 under the Contribution and Sale Agreement equal to US\$1,313.2 million and US\$1,313.5 million as at 30 June 2021 and 31 December 2020, respectively, inclusive of related transaction costs estimated at US\$21.0 million which was expensed as a fair value adjustment on investment properties for the year ended 31 December 2018;
- Each Property was acquired on the date that the wholly-owned subsidiaries of the Sponsor acquired the Property. The value allocated to each individual Property under the Contribution and Sale Agreement is based on the Property's individual independent property valuation undertaken by Cushman & Wakefield of North Carolina, Inc.;
- Capital expenditures incurred for the respective years are assumed to be capitalised as part of the value of the relevant Property. Capital expenditures of US\$0.4 million and US\$10.3 million were assumed for the six-month periods ended 30 June 2021 and 2020, respectively. Capital expenditures of US\$13.4 million, US\$2.2 million and US\$3.9 million (including US\$0.5 million of asset retirement obligations) were assumed to be incurred on the Properties for the years ended 31 December 2020, 31 December 2019 and 31 December 2018, respectively;
- Lease commissions incurred for the respective years are assumed to be capitalised as part of the value of the relevant Property and are expensed as part of the fair value adjustment. Lease commissions of US\$0.2 million and US\$0.4 million were assumed for the six-month periods ended 30 June 2021 and 2020, respectively. Lease commissions of US\$0.6 million and US\$5.5 million were assumed to be incurred on the Properties for the years ended 31 December 2020 and 31 December 2019, respectively. There were no lease commissions assumed to be incurred for the financial year ended 31 December 2018;
- Straight-line rent of US\$2.0 million and US\$3.8 million were assumed to be recognised in rental income for the six-month periods ended 30 June 2021 and 30 June 2020, respectively;

- Straight-line rent of US\$5.2 million, US\$7.6 million and US\$4.5 million were assumed to be recognised in rental income for the years ended 31 December 2020, 31 December 2019 and 31 December 2018, respectively;
- The aggregate valuation of the Properties remained unchanged at US\$1,421.1 million throughout the years presented except to the extent of assumed capital expenditures as described above;
- Tax expense comprises current income taxes applicable to the Canadian Property and deferred tax expenses for the U.S. and Canadian Properties which relate to temporary differences recognised on investment properties;
- Property taxes for Properties located in the state of California within the United States are assumed to be remeasured based upon the value allocated to each such Property under the Contribution and Sale Agreement. The annual property taxes have been adjusted to reflect the impact of Proposition 13 on properties located in California based on the assessed value as a result of the change in ownership. No other material changes in property taxes have been assumed;
- Profit attributable to non-controlling interest related to the Sponsor's 10% direct interest in the U.S. JVs, which own 100% of the 9 U.S. based properties and the Sponsor's 10% direct interest in Digital Gough, LLC which owns 100% of the Canadian-based property;
- 100% of distributable income to Unitholders is distributed. Distributions are paid on a semi-annual basis in arrears.

Unaudited Pro Forma Consolidated Statements of Cash Flows

The Unaudited Pro Forma Consolidated Statements of Cash Flows for the six-month period ended 30 June 2021 and the year ended 31 December 2020 have been prepared to reflect the cash flows of the Pro Forma Group had it been in place and had the Acquisitions been completed on 1 January 2020, pursuant to the terms set out in the Prospectus.

In arriving at the Unaudited Pro Forma Consolidated Statements of Cash Flows for the six-month period ended 30 June 2021 and the year ended 31 December 2020, the following key assumptions were made:

- The acquisition date is assumed to be 1 January 2020 and the Acquisitions were undertaken at an aggregated purchase consideration of US\$1,312.7 million, inclusive of transaction costs estimated at US\$21.0 million of which US\$8.0 million was paid in cash and the acquisition fee of US\$13.0 million were paid in the form of Units;
- Assets (comprising accounts and other receivables and other assets) directly attributable to the Properties, amounting to US\$4.2 million and liabilities (comprising rental security deposits, rent received in advance, real estate taxes payables and tenancy obligations) directly attributable to the Properties, amounting to US\$8.9 million as at 1 January 2020, were assumed by Digital Core REIT;
- Straight-line rent of US\$2.9 million for the six-month period ended 30 June 2021 and US\$6.3 million for the year ended 31 December 2020, were assumed to be recorded on the Properties subsequent to the Acquisitions;
- Term Loan borrowings of US\$350.0 million and RCF of up to US\$200.0 million, net of financing costs of US\$1.9 million for the Term Loan and US\$1.1 million for the RCF;

- Finance expenses comprise (i) interest expense on the borrowings drawn down under the Term Loan and RCF; (ii) amortisation of debt-related transaction costs on the Term Loan and RCF; and (iii) dividends paid to the holders of the Preference Shares at a rate of 12% per annum for all periods presented. Finance expenses are paid on the last day of the periods presented;
- Capital expenditures of US\$0.4 million and US\$13.4 million for the six-month periods ended 30 June 2021 and year ended 31 December 2020, respectively. These capital expenditures were assumed to be incurred on the Properties subsequent to the closing under the Contribution and Sale Agreement and were funded with drawdowns under the RCF. The capital expenditure is based on the actual capital expenditures on the Properties during the relevant periods comprising improvements pursuant to lease requirement and replacement of roof and batteries;
- The Units were issued on 1 January 2020 to purchase the Properties;
- The Manager's management fees, the Trustee's fee and property management fees were computed based on the formula as set out in Section E;
- The Manager's base management fees were computed based on 0.5% per annum of the value of Deposited Property (as defined in the Trust Deed). 100% of the Manager's base fee for the periods presented are paid in the form of Units;
- Manager's performance fee has been assumed to be 3.5% of unaudited pro forma revenues less operating expenses excluding management and trustee fees for each of the periods presented. 100% of the Manager's performance fee for the periods presented are paid in the form of Units;
- Trustee's fees have been assumed to be 0.015% per annum of the value of Deposited Property (as defined in the Trust Deed) for each period presented;
- Property management fees have been assumed to be 2.0% of gross revenue for each period presented;
- Proceeds raised from the Offering amounted to US\$600.0 million;
- Issuance costs relating to the Offering are estimated to be US\$20.0 million and are assumed to be funded by the proceeds raised from the Offering;
- Proceeds raised from the issuance of Preference Shares by a wholly-owned subsidiary amounted to US\$0.1 million;
- Digital Core REIT retained US\$4.0 million of the net proceeds raised from the Offering and issuance of Preferred Shares for use in operations, with the remainder of the net proceeds remitted to the Sponsor in exchange for the (direct and indirect) contribution of the Properties to the U.S. JVs and sale of a 90% membership interest in the Canadian JV;
- The aggregate valuation of the Properties remained unchanged throughout the year presented except to the extent of the assumed capital expenditures as described above;
- No withholding tax payable related to the U.S. Properties by the Pro Forma Group has been assumed for the six-month period ended 30 June 2021 or the year ended 31 December 2020, while current income taxes were assumed payable related to the Canadian Property based upon statutory rates; and

- 100% of the distributable income to the Unitholders is distributed for the six-month period ended 30 June 2021 and the year ended 31 December 2020. Distributions to Unitholders are paid on a semi-annual basis in arrears resulting in 50% of the distribution being accrued and 50% being paid in the next period.

C. UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

Unaudited Pro Forma Consolidated Statements of Financial Position

The Unaudited Pro Forma Consolidated Statements of Financial Position as at 30 June 2021 and 31 December 2020 has been prepared for inclusion in the Prospectus and are presented below. Details of the pro forma assumptions made are set out in the Basis of Preparation of Pro Forma Consolidated Financial Information in Section B.

	Note	As at 30 June 2021 US\$'000	As at 31 December 2020 US\$'000
Current Assets			
Cash and cash equivalents	3	4,000	4,000
Trade and other receivables	4	4,090	2,930
Deferred tax asset		–	629
Total Current Assets		8,090	7,559
Non-current Assets			
Investment properties	5	1,440,500	1,440,500
Trade and other receivables	4	1,100	1,100
Total Non-current Assets		1,441,600	1,441,600
Total assets		1,449,690	1,449,159
Current Liabilities			
Trade and other payables	6	4,874	3,896
Total Current Liabilities		4,874	3,896
Non-current Liabilities			
Loans and borrowings	7	348,075	348,075
Prepaid rent		3,273	3,484
Preference shares	8	125	125
Total Non-current Liabilities		351,473	351,684
Equity			
Net assets attributable to Unitholders	10	949,299	949,512
Non-controlling interests	9	144,044	144,067
Total Liabilities and Equity		1,449,690	1,449,159

Unaudited Pro Forma Consolidated Statements of Comprehensive Income

The Unaudited Pro Forma Consolidated Statements of Comprehensive Income of the Pro Forma Group for the six-month periods ended 30 June 2021 and 30 June 2020 and the years ended 31 December 2020, 31 December 2019 and 31 December 2018 have been prepared for inclusion in the Prospectus and are presented below. Details of the pro forma adjustments and assumptions made are set out in the Basis of Preparation Information of Pro Forma Consolidated Financial Information in Section B.

	Note	Unaudited Aggregated Statement of Comprehensive Income US\$'000	Pro Forma Adjustments US\$'000	Unaudited Pro Forma Consolidated Statement of Comprehensive Income US\$'000
Six-month period ended 30 June 2021				
Revenue:				
Rental income		35,038	235 ^(a)	35,273
Recovery income		1,345	1,832 ^(b)	3,177
Other operating income		12,067	–	12,067
Revenue		48,450	2,067	50,517
Expenses:				
Operating, maintenance and management		(11,681)	(960) ^(c)	(12,641)
Real estate taxes and insurance		(2,900)	(2,782) ^(b)	(5,682)
Property expenses		(14,581)	(3,742)	(18,323)
Net property income		33,869	(1,675)	32,194
Manager's base fee		–	(3,602) ^(e)	(3,602)
Manager's performance fee		–	(1,127) ^(e)	(1,127)
Trustee's fee		–	(108) ^(e)	(108)
Other trust expenses	11	(3,967)	2,817 ^(d)	(1,150)
Finance expense	12	(660)	(1,808) ^(f)	(2,468)
Finance income		(1)	1	–
Profit before tax and fair value change in investment properties		29,241	(5,502)	23,739
Fair value change in investment properties		–	(2,158) ^(g)	(2,158)
Profit before tax		29,241	(7,660)	21,581
Tax expense	13	(688)	(3,128) ^(h)	(3,816)
Profit for the period		28,553	(10,788)	17,765

	Note	Unaudited Aggregated Statement of Comprehensive Income	Pro Forma Adjustments	Unaudited Pro Forma Consolidated Statement of Comprehensive Income
		US\$'000	US\$'000	US\$'000
Attributable to:				
Unitholders		28,553	(13,208)	15,345
Non-controlling interest		–	2,420 ⁽ⁱ⁾	2,420
Profit for the period		28,553	(10,788)	17,765

Notes:

- (a) Adjustments to reflect the recognition of straight-line rent beginning on the pro forma acquisition date of 1 January 2018.
- (b) Adjustments to reflect the impact of Proposition 13 on California properties which limits annual real estate tax to 1% of the assessed value and may only be increased 2% per year unless a property has a change of ownership. This adjustment factors in the additional expense and recovery from tenants.
- (c) Adjustments to reflect the new property management fee expense at the property as well as reclassification of certain expenses to other trust expenses.
- (d) Adjustment to reflect estimated expenses for listing, valuation reports, auditors, tax, legal, facility, annual report and investor communications that are projected to be incurred.
- (e) Adjustments to include the Manager's base fee, Manager's performance fee and the Trustee's fee.
- (f) Adjustments to reflect (i) interest expense on the borrowings drawn down under the Term Loan and RCF; (ii) amortisation of debt-related transaction costs on the Term Loan and RCF; and (iii) dividends paid to holders of the Preference Shares.
- (g) Adjustment to reflect the fair value of investment properties at period end.
- (h) Adjustments to recognise (i) current tax expense related to the Canadian property and (ii) deferred tax expense related to temporary differences primarily arising from differences between the carrying amounts of investment properties for financial reporting purposes and the amounts for taxation purposes.
- (i) Adjustments to recognise profit allocation to non-controlling interest.

	Note	Unaudited Aggregated Statement of Comprehensive Income	Pro Forma Adjustments	Unaudited Pro Forma Consolidated Statement of Comprehensive Income
		US\$'000	US\$'000	US\$'000
Six-month period ended 30 June 2020				
Revenue:				
Rental income		34,213	807 ^(a)	35,020
Recovery income		1,318	1,832 ^(b)	3,150
Other operating income		11,531	–	11,531
Revenue		47,062	2,639	49,701

	Note	Unaudited Aggregated Statement of Comprehensive Income US\$'000	Pro Forma Adjustments US\$'000	Unaudited Pro Forma Consolidated Statement of Comprehensive Income US\$'000
Expenses:				
Operating, maintenance and management		(10,394)	(902) ^(c)	(11,296)
Real estate taxes and insurance		(2,878)	(2,778) ^(b)	(5,656)
Property expenses		(13,272)	(3,680)	(16,952)
Net property income		33,790	(1,041)	32,749
Manager's base fee		–	(3,581) ^(e)	(3,581)
Manager's performance fee		–	(1,146) ^(e)	(1,146)
Trustee's fee		–	(107) ^(e)	(107)
Other trust expenses	11	(3,124)	1,974 ^(d)	(1,150)
Finance expense	12	(1,664)	(1,854) ^(f)	(3,518)
Finance income		(1)	1	–
Profit before tax and fair value change in investment properties		29,001	(5,754)	23,247
Fair value change in investment properties		–	(4,253) ^(g)	(4,253)
Profit before tax		29,001	(10,007)	18,994
Tax expense	13	(512)	(3,147) ^(h)	(3,659)
Profit for the period		28,489	(13,154)	15,335
Attributable to:				
Unitholders		28,489	(15,439)	13,050
Non-controlling interest		–	2,285 ⁽ⁱ⁾	2,285
Profit for the period		28,489	(13,154)	15,335

Notes:

- (a) Adjustments to reflect the recognition of straight-line rent beginning on the pro forma acquisition date of 1 January 2018.
- (b) Adjustments to reflect the impact of Proposition 13 on California properties which limits annual real estate tax to 1% of the assessed value and may only be increased 2% per year unless a property has a change of ownership. This adjustment factors in the additional expense and recovery from tenants.
- (c) Adjustments to reflect the new property management fee expense at the property as well as reclassification of certain expenses to other trust expenses.
- (d) Adjustment to reflect estimated expenses for listing, valuation reports, auditors, tax, legal, facility, annual report and investor communications that are projected to be incurred.
- (e) Adjustments to include the Manager's base fee, Manager's performance fee and the Trustee's fee.
- (f) Adjustments to reflect (i) interest expense on the borrowings drawn down under the Term Loan and RCF; (ii) amortisation of debt-related transaction costs on the Term Loan and RCF; and (iii) dividends paid to holders of the Preference Shares.

- (g) Adjustment to reflect the fair value of investment properties at period end.
- (h) Adjustments to recognise (i) current tax expense related to the Canadian property and (ii) deferred tax expense related to temporary differences primarily arising from differences between the carrying amounts of investment properties for financial reporting purposes and the amounts for taxation purposes.
- (i) Adjustments to recognise profit allocation to non-controlling interest.

	Note	Unaudited Aggregated Statement of Comprehensive Income US\$'000	Pro Forma Adjustments US\$'000	Unaudited Pro Forma Consolidated Statement of Comprehensive Income US\$'000
Year ended 31 December 2020				
Revenue:				
Rental income		68,864	1,412 ^(a)	70,276
Recovery income		2,747	3,593 ^(b)	6,340
Other operating income		23,855	–	23,855
Revenue		95,466	5,005	100,471
Expenses:				
Operating, maintenance and management		(22,257)	(1,881) ^(c)	(24,138)
Real estate taxes and insurance		(5,663)	(5,490) ^(b)	(11,153)
Property expenses		(27,920)	(7,371)	(35,291)
Net property income		67,546	(2,366)	65,180
Manager's base fee		–	(7,169) ^(e)	(7,169)
Manager's performance fee		–	(2,281) ^(e)	(2,281)
Trustee's fee		–	(215) ^(e)	(215)
Other trust expenses	11	(6,248)	3,948 ^(d)	(2,300)
Finance expense	12	(2,948)	(3,122) ^(f)	(6,070)
Finance income		(1)	1	–
Profit before tax and fair value change in investment properties		58,349	(11,204)	47,145
Fair value change in investment properties		–	(5,743) ^(g)	(5,743)
Profit before tax		58,349	(16,947)	41,402
Tax expense	13	(1,874)	(5,142) ^(h)	(7,016)
Profit for the year		56,475	(22,089)	34,386
Attributable to:				
Unitholders		56,475	(26,934)	29,541
Non-controlling interest		–	4,845 ⁽ⁱ⁾	4,845
Profit for the year		56,475	(22,089)	34,386

Notes:

- (a) Adjustments to reflect the recognition of straight-line rent beginning on the pro forma acquisition date of 1 January 2018.
- (b) Adjustments to reflect the impact of Proposition 13 on California properties which limits annual real estate tax to 1% of the assessed value and may only be increased 2% per year unless a property has a change of ownership. This adjustment factors in the additional expense and recovery from tenants.
- (c) Adjustments to reflect the new property management fee expense at the property as well as reclassification of certain expenses to other trust expenses.
- (d) Adjustment to reflect estimated expenses for listing, valuation reports, auditors, tax, legal, facility, annual report and investor communications that are projected to be incurred.
- (e) Adjustments to include the Manager's base fee, Manager's performance fee and the Trustee's fee.
- (f) Adjustments to reflect (i) interest expense on the borrowings drawn down under the Term Loan and RCF; (ii) amortisation of debt-related transaction costs on the Term Loan and RCF; and (iii) dividends paid to holders of the Preference Shares.
- (g) Adjustment to reflect the fair value of investment properties at period end.
- (h) Adjustments to recognise (i) current tax expense related to the Canadian property and (ii) deferred tax expense related to temporary differences primarily arising from differences between the carrying amounts of investment properties for financial reporting purposes and the amounts for taxation purposes.
- (i) Adjustments to recognise profit allocation to non-controlling interest.

	Note	Unaudited Aggregated Statement of Comprehensive Income US\$'000	Pro Forma Adjustments US\$'000	Unaudited Pro Forma Consolidated Statement of Comprehensive Income US\$'000
Year ended 31 December 2019				
Revenue:				
Rental income		70,750	2,115 ^(a)	72,865
Recovery income		2,133	3,750 ^(b)	5,883
Other operating income		23,152	–	23,152
Revenue		96,035	5,865	101,900
Expenses:				
Operating, maintenance and management		(23,236)	(1,873) ^(c)	(25,109)
Real estate taxes and insurance		(3,879)	(5,649) ^(b)	(9,528)
Property expenses		(27,115)	(7,522)	(34,637)
Net property income		68,920	(1,657)	67,263
Manager's base fee		–	(7,130) ^(e)	(7,130)
Manager's performance fee		–	(2,354) ^(e)	(2,354)
Trustee's fee		–	(214) ^(e)	(214)
Other trust expenses	11	(6,486)	4,186 ^(d)	(2,300)
Finance expense	12	(4,802)	(7,704) ^(f)	(12,506)
Finance income		3	(3)	–

	Note	Unaudited Aggregated Statement of Comprehensive Income US\$'000	Pro Forma Adjustments US\$'000	Unaudited Pro Forma Consolidated Statement of Comprehensive Income US\$'000
Profit before tax and fair value change in investment properties		57,635	(14,876)	42,759
Fair value change in investment properties		–	(13,050) ^(g)	(13,050)
Profit before tax		57,635	(27,926)	29,709
Tax expense	13	(1,099)	(5,881) ^(h)	(6,980)
Profit for the year		56,536	(33,807)	22,729
Attributable to:				
Unitholders		56,536	(38,136)	18,400
Non-controlling interest		–	4,329 ⁽ⁱ⁾	4,329
Profit for the year		56,536	(33,807)	22,729

Notes:

- (a) Adjustments to reflect the recognition of straight-line rent beginning on the pro forma acquisition date of 1 January 2018.
- (b) Adjustments to reflect the impact of Proposition 13 on California properties which limits annual real estate tax to 1% of the assessed value and may only be increased 2% per year unless a property has a change of ownership. This adjustment factors in the additional expense and recovery from tenants.
- (c) Adjustments to reflect the new property management fee expense at the property as well as reclassification of certain expenses to other trust expenses.
- (d) Adjustment to reflect estimated expenses for listing, valuation reports, auditors, tax, legal, facility, annual report and investor communications that are projected to be incurred.
- (e) Adjustments to include the Manager's base fee, Manager's performance fee and the Trustee's fee.
- (f) Adjustments to reflect (i) interest expense on the borrowings drawn down under the Term Loan and RCF; (ii) amortisation of debt-related transaction costs on the Term Loan and RCF; and (iii) dividends paid to holders of the Preference Shares.
- (g) Adjustment to reflect the fair value of investment properties at period end.
- (h) Adjustments to recognise (i) current tax expense related to the Canadian property and (ii) deferred tax expense related to temporary differences primarily arising from differences between the carrying amounts of investment properties for financial reporting purposes and the amounts for taxation purposes.
- (i) Adjustments to recognise profit allocation to non-controlling interest.

	Note	Unaudited Aggregated Statement of Comprehensive Income US\$'000	Pro Forma Adjustments US\$'000	Unaudited Pro Forma Consolidated Statement of Comprehensive Income US\$'000
Year ended 31 December 2018				
Revenue:				
Rental income		70,718	4,710 ^(a)	75,428
Recovery income		2,333	3,123 ^(b)	5,456
Other operating income		27,357	–	27,357
Revenue		100,408	7,833	108,241
Expenses:				
Operating, maintenance and management		(25,939)	(2,075) ^(c)	(28,014)
Real estate taxes and insurance		(5,754)	(4,828) ^(b)	(10,582)
Property expenses		(31,693)	(6,903)	(38,596)
Net property income		68,715	930	69,645
Manager's base fee		–	(7,116) ^(e)	(7,116)
Manager's performance fee		–	(2,438) ^(e)	(2,438)
Trustee's fee		–	(213) ^(e)	(213)
Other trust expenses	11	(5,422)	3,122 ^(d)	(2,300)
Finance expense	12	(4,618)	(7,010) ^(f)	(11,628)
Finance income		(3)	3	–
Profit before tax and fair value change in investment properties		58,672	(12,722)	45,950
Fair value change in investment properties		–	(25,466) ^(g)	(25,466)
Profit before tax		58,672	(38,188)	20,484
Tax expense	13	(1,019)	(6,328) ^(h)	(7,347)
Profit for the year		57,653	(44,516)	13,137
Attributable to:				
Unitholders		57,653	(49,909)	7,744
Non-controlling interest		–	5,393 ⁽ⁱ⁾	5,393
Profit for the year		57,653	(44,516)	13,137

Notes:

- (a) Adjustments to reflect the recognition of straight-line rent beginning on the pro forma acquisition date of 1 January 2018.
- (b) Adjustments to reflect the impact of Proposition 13 on California properties which limits annual real estate tax to 1% of the assessed value and may only be increased 2% per year unless a property has a change of ownership. This adjustment factors in the additional expense and recovery from tenants.
- (c) Adjustments to reflect the new property management fee expense at the property as well as reclassification of certain expenses to other trust expenses.
- (d) Adjustment to reflect estimated expenses for listing, valuation reports, auditors, tax, legal, facility, annual report and investor communications that are projected to be incurred.
- (e) Adjustments to include the Manager's base fee, Manager's performance Fee and the Trustee's fee.
- (f) Adjustments to reflect (i) interest expense on the borrowings drawn down under the Term Loan and RCF; (ii) amortisation of debt-related transaction costs on the Term Loan and RCF; and (iii) dividends paid to holders of the Preference Shares.
- (g) Adjustment to reflect the fair value of investment properties at period end.
- (h) Adjustments to recognise (i) current tax expense related to the Canadian property and (ii) deferred tax expense related to temporary differences primarily arising from differences between the carrying amounts of investment properties for financial reporting purposes and the amounts for taxation purposes.
- (i) Adjustments to recognise profit allocation to non-controlling interest.

Unaudited Pro Forma Consolidated Statements of Cash Flows

The Unaudited Pro Forma Consolidated Statements of Cash Flows for the six-month period ended 30 June 2021 and the year ended 31 December 2020 have been prepared for inclusion in the Prospectus and are presented subsequently. Details of the pro forma adjustments and assumptions made are set out in the Basis of Preparation Information of Pro Forma Consolidated Financial Information set out in Section B.

	Six-month period ended 30 June 2021	Year ended 31 December 2020
	US\$'000	US\$'000
Cash flows from operating activities:		
Profit for the period/year	16,953	14,046
Adjustments for:		
Straight line rent	(2,895)	(6,319)
Amortisation of debt-related transaction costs	376	752
Finance expense	2,103	5,322
Management fees paid in Units	4,729	9,450
Fair value change in investment properties	3,050	27,844
Deferred tax expense	2,789	5,610
Changes in working capital:		
Trade and other receivables	(531)	(428)
Trade and other payables	978	(2,532)
Prepaid rent	(211)	1,005
Net cash and cash equivalent provided by operating activities	27,341	54,750

	Six-month period ended 30 June 2021	Year ended 31 December 2020
	US\$'000	US\$'000
Cash flows from investing activities:		
Acquisition of investment properties (including acquisition costs)	–	(922,975)
Capital expenditure on investment properties	(389)	(13,351)
Net cash and cash equivalent used in investing activities	(389)	(936,326)
Cash flows from financing activities:		
Proceeds from issuance of units	–	600,000
Proceeds from issuance of Preference Shares	–	125
Payments of costs related to issuance of units	–	(20,000)
Proceeds from loans and borrowings	389	363,351
Payments of debt-related transaction costs	–	(3,025)
Finance expenses paid on loans and borrowings	(2,103)	(5,322)
Distribution to Unitholders	(25,314)	(25,315)
Net cash and cash equivalents (used in)/provided by financing activities	(27,028)	909,814
Net (decrease)/increase in cash and cash equivalents	(76)	28,238
Cash and cash equivalents at beginning of the period/year	28,238	–
Cash and cash equivalents at the end of period/year	28,162	28,238

Note to the Unaudited Pro Forma Consolidated Statement of Cash Flows

The effects of acquisition of the Properties and related assets and liabilities on the Pro Forma Group's Unaudited Pro Forma Consolidated Statement of Cash Flows for the six months ended 30 June 2021 and year ended 31 December 2020 are set out below:

31 December 2020	(US\$'000)
Investment properties (including acquisition costs)	1,461,465
Trade and other receivables	4,231
Trade and other payables	(6,428)
Prepaid rent	(2,478)
Net assets acquired	1,456,790
<u>Purchase consideration (including acquisition costs) by Digital Core REIT</u>	
– Satisfied in cash	922,975
– Satisfied in Units	389,747
Non-controlling interest	144,068
Total consideration	1,456,790

Significant Non-Cash Transaction

During the six months ended 30 June 2021 and financial year ended 31 December 2020, approximately 5 million and 11 million Units, respectively, at US\$0.88 per Unit (equivalent to amounting to US\$4.7 million and US\$9.5 million, respectively), were or would be issued as payment for the Manager's Base and Performance Fee. For the financial year ended 31 December 2020, an acquisition fee of US\$13.0 million was paid in the form of Units. Approximately 15 million Units were issued at US\$0.88 per Unit.

See Section E for the relevant fee structure.

D. NOTES TO THE INFORMATION UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

1. BASIS OF PREPARATION

(a) Statement of compliance

The Unaudited Pro Forma Consolidated Financial Information is prepared in accordance with the basis set out in Section B and applied to financial information prepared in accordance with IFRS issued by the IASB, and the applicable requirements of the Code of Collective Investment Schemes ("CIS Code") issued by the Monetary Authority of Singapore ("MAS") and the provisions of Digital Core REIT's Trust Deed.

The financial statements of the Pro Forma Group comprise Digital Core REIT and its subsidiaries.

(b) Basis of measurement

The Unaudited Pro Forma Consolidated Financial Information is prepared on the historical cost basis except as disclosed in the subsequent accounting policies.

(c) Functional and presentation currency

Items included in the financial statements of each entity in the Pro Forma Group are measured using the currency of the primary economic environment in which the entity operates ("functional currency"). The financial information is presented in U.S. dollars ("US\$") which is Digital Core REIT's functional currency. All financial information presented in US\$ has been rounded to the nearest thousand, unless otherwise stated.

(d) Use of estimates and judgements

The preparation of the financial information requires management to make judgements, estimates and assumptions that affect the application of accounting policies and reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which facts and circumstances indicate that adjustments are required.

Information about critical judgements in applying accounting policies that have the most significant effect on the amounts recognised in the financial information is included in:

- Note 5 – Investment properties
- Note 13 – Tax expense

Valuation of investment properties

The Pro Forma Group carries its investment properties at fair value, with changes in fair values being recognised in profit or loss. The fair values of investment properties are determined by taking into consideration the acquisition value and the independent valuations conducted by independent real estate valuation experts. The independent real estate valuation experts use recognised valuation techniques which comprise the Direct Capitalisation Method and Discounted Cash Flow Method. The key assumptions used to determine the fair value of investment properties are provided in Note 5.

Provision for taxation

Uncertainties exist with respect to the interpretation of complex tax regulations in the jurisdictions in which Digital Core REIT operates, any potential changes to the Internal Revenue Code and the amount and timing of future taxable income. Given the span of tax regulations which may apply to the various taxable entities or persons within Digital Core REIT, the cross-border and long-term nature and complexity of the contractual arrangements and the conditions to the tax rulings which have been obtained, differences arising between the actual results and the assumptions made, or future changes to such assumptions, could necessitate future adjustments to tax provisions recorded or require new or additional tax provisions to be recorded. Digital Core REIT establishes provisions, based on reasonable estimates, for anticipated tax liabilities or possible consequences of audits by the tax authorities of the respective jurisdictions in which it operates. The amount of such provisions is based on various factors, such as the experience from previous tax audits, differing interpretations of tax regulations between the taxable entity and the relevant tax authority and anticipated future changes in the tax laws that may have a direct impact on any tax ruling or favourable tax treatment relied upon. Such instances may arise on a wide variety of issues depending on the conditions prevailing in the domicile of the respective entity.

2. SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently throughout the years presented in this financial information and have been applied consistently by the Pro Forma Group.

(a) Basis of consolidation

(i) Business combinations

Business combinations are accounted for using the acquisition method as at the acquisition date, which is the date on which control is transferred to the Pro Forma Group.

Costs related to the acquisition, other than those associated with the issue of debt or equity securities, that the Pro Forma Group incurs in connection with a business combination are expensed as a fair value adjustment to investment properties as incurred.

When the acquisition of an investment property does not represent a business, it is accounted for as an acquisition of a group of assets and liabilities. The cost of the acquisition is allocated to the assets and liabilities acquired based on their relative fair values. Acquisition-related costs are capitalised to the investment property at the time the acquisition is completed.

(ii) Subsidiaries

Subsidiaries are entities controlled by the Pro Forma Group. The Pro Forma Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by Digital Core REIT.

(iii) Non-controlling interests

Non-controlling interests represent the Sponsor's 10% indirect interest in the entities that hold the Properties.

(iv) Loss of control

When a change in the Pro Forma Group's ownership interest in a subsidiary results in a loss of control over the subsidiary, the assets and liabilities of the subsidiary, are derecognised. Amounts previously recognised in other comprehensive income or loss in respect of that entity are also reclassified to profit or loss or transferred to retained earnings.

Any retained equity interest in the entity is remeasured at fair value. The difference between the carrying amount of the retained interest at the date control is lost and its fair value is recognised in profit or loss.

(v) Transactions eliminated on consolidation

Intra-group balances and any related income or expenses arising from intra-group transactions, are eliminated in preparing the consolidated financial information.

(b) Foreign currencies

(i) Foreign currency transactions

Transactions in foreign currencies are translated to the respective functional currencies of the Pro Forma Group's entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate at the reporting date. The foreign currency gain or loss on monetary items is the difference between amortised cost in the functional currency at the beginning of the year, adjusted for effective interest and payments during the year, and the amortised cost in foreign currency translated at the exchange rate at the end of the reporting year.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currency at the exchange rate at the date on which the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical costs are translated using the exchange rate at the date of the transaction. Foreign currency differences arising from translation are recognised in profit or loss.

(ii) Foreign operations

The assets and liabilities of foreign operations, including fair value adjustments arising from the acquisition, are translated to functional currency at exchange rates prevailing at the reporting date. The income and expenses of foreign operations are translated to functional currency at exchange rates at the dates of the transactions.

When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the translation reserve related to that foreign operation is transferred to profit or loss as part of the gain or loss on disposal. When the Pro Forma Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to non-controlling interests.

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely in the foreseeable future, foreign exchange gains and losses arising from such a monetary item are considered to form part of a net investment in a foreign operation. These are recognised in other comprehensive income.

(c) Investment properties

Investment properties are properties held either to earn rental income or for capital appreciation, or both. They are not for sale in the ordinary course of business, or used in the production or supply of goods or services, or for administrative purposes. Investment properties are measured at cost on initial recognition and subsequently at fair value with any change therein recognised in profit or loss. Initial cost includes expenditures that are directly attributable to the acquisition of the investment properties. The Trust Deed requires investment properties to be valued by independent registered valuers in such manner and frequency required under the Property Funds Appendix of the CIS Code issued by the MAS.

Investment properties are subject to renovations or improvements at regular intervals. The costs of major renovations and improvements are capitalised and the carrying amounts of the replaced components are written off to profit or loss. To the extent that lease commissions paid increase the future economic benefits of investment properties, they are capitalised as part of the assets.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and its carrying amount) is recognised in profit or loss when control is transferred to the buyer.

(d) Financial instruments

(i) Non-derivative financial assets

Initial recognition and measurement

Financial assets are recognised when, and only when the entity becomes party to the contractual provisions of the instruments.

At initial recognition, the Pro Forma Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

Trade receivables are measured at the amount of consideration to which the Pro Forma Group expects to be entitled in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third party, if the trade receivables do not contain a significant financing component at initial recognition.

Financial assets comprise trade and other receivables and cash and cash equivalents. Cash and cash equivalents comprise cash held at bank.

Subsequent measurement

Financial assets that are held for the collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Financial assets are measured at amortised cost using the effective interest method, less impairment. Gains and losses are recognised in profit or loss when the assets are derecognised or impaired, and through the amortisation process.

Derecognition

A financial asset is derecognised when the contractual right to receive cash flows from the asset has expired. On derecognition of a financial asset in its entirety, the difference between the carrying amount and the sum of the consideration received and any cumulative gain or loss that had been recognised in other comprehensive income for debt instruments is recognised in profit or loss.

(ii) Non-derivative financial liabilities

Initial recognition and measurement

Financial liabilities are recognised when, and only when, the Pro Forma Group becomes a party to the contractual provisions of the financial instrument. The Pro Forma Group determines the classification of its financial liabilities at initial recognition.

All financial liabilities are recognised initially at fair value plus in the case of financial liabilities not at fair value through profit or loss, directly attributable transaction costs.

Other financial liabilities comprise loans and borrowings, trade and other payables and prepaid rent.

Subsequent measurement

After initial recognition, financial liabilities that are not carried at fair value through profit or loss are subsequently measured at amortised cost using the effective interest method. Gains and losses are recognised in profit or loss when the liabilities are derecognised, and through the amortisation process.

De-recognition

A financial liability is de-recognised when the obligation under the liability is discharged or cancelled or expires. On derecognition, the difference between the carrying amounts and the consideration paid is recognised in profit or loss.

(iii) Derivative financial instruments

The Pro Forma Group may hold derivative financial instruments to hedge its interest rate risk exposures.

Derivatives are recognised initially at fair value. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are recognised in profit or loss.

(iv) Issued units and issuance costs

Units issued by Digital Core REIT are classified as equity.

Issuance costs relate to expenses incurred in connection with the issue of Units. The expenses are deducted directly against net assets attributable to Unitholders.

(e) Impairment of financial assets

The Pro Forma Group recognises an allowance for expected credit losses ("ECLS") for all debt instruments not held at fair value through profit or loss. ECLS are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Pro Forma Group expects to receive, discounted at an approximation of the original effective interest rate. The expected cash flows will include cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

ECLS are recognised in two stages. For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLS are provided for credit losses that result from default events that are possible within the next 12-months ("a 12-month ECL"). For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is recognised for credit losses expected over the remaining life of the exposure, irrespective of timing of the default ("a lifetime ECL").

For trade receivables, the Pro Forma Group applies a simplified approach in calculating ECLS. Therefore, the Pro Forma Group does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLS at each reporting date. The Pro Forma Group has established a provision matrix that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

Contractual payments that are 90 days past due are considered as an indicator of potential default by the Pro Forma Group. The Pro Forma Group may consider a financial asset to be in default when internal or external information indicates that the Pro Forma Group is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the Pro Forma Group. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

(f) Leases

Leases where the Pro Forma Group retains substantially all the risks and rewards of ownership of the asset are classified as operating leases.

(g) Levies

A provision for levies is recognised when the condition that triggers the payment of the levy as specified in the relevant legislation is met. If a levy obligation is subject to a minimum activity threshold so that the obligating event is reaching a minimum activity, then a provision is recognised when that minimum activity threshold is reached.

(h) Revenue recognition

Rental income

Rental income arising from operating leases on investment property is accounted for on a straight-line basis over the lease term and is included in revenue in profit or loss due to its operating nature. The difference between revenue recognised and the contractual cash received is included in the carrying value of the investment property and subsequently adjusted to fair value change in investment properties recognised in profit or loss.

Recovery income

Reimbursements from tenants are recognised as recovery income in the period in which the applicable costs are incurred. Recovery income represent property tax and insurance reimbursements.

Other operating income

Other operating income comprising utility reimbursements, common area maintenance reimbursements, interconnection revenues and other non-rental income are recognised as services are provided and performance obligations are satisfied. Costs incurred for these services consist of contractual expenses that would be incurred regardless of whether there is a lease, so the reimbursement is presented in other operating income.

(i) Finance expenses

Finance expenses comprise interest expense under the Term Loan and RCF, amortisation of debt-related transaction costs incurred on the Term Loan and RCF and dividends on Preference Shares that are recognised in profit or loss. Borrowing costs are recognised in profit or loss using the effective interest method.

(j) Tax

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in profit or loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for:

- the temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss, and
- temporary differences related to investments in subsidiaries to the extent that the Pro Forma Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future.

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Pro Forma Group expects, at the reporting date, to recover or settle the carrying amount of its assets and liabilities. The carrying amount of the investment properties will be recovered through sale or use. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to taxes levied by the same tax authority on the same taxable entity.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

In determining the amount of current and deferred tax, the Pro Forma Group takes into account the impact of uncertain tax positions and whether additional taxes and interest may be due. The Pro Forma Group believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of many factors, including interpretations of tax law and prior experience. This assessment relies on estimates and assumptions and may involve a series of judgements about future events. New information may become available that causes the Pro Forma Group to change its judgement regarding the adequacy of existing tax liabilities, such changes to tax liabilities will impact tax expense in the period that such a determination is made.

(k) Segment reporting

An operating segment is a component of the Pro Forma Group that engages in business activities from which it may earn revenue and incur expenses, including revenue and expenses that relate to transactions with any of the Pro Forma Group's other components. The Pro Forma Group's investment properties are data centres located in the U.S. and Canada which are managed as a single portfolio. Therefore, the Manager considers that the Pro Forma Group operates within a single business segment and within a single geographical segment in North America. Accordingly, no segment information has been presented in this financial information.

3. CASH AND CASH EQUIVALENTS

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Cash at bank	4,000	4,000

4. TRADE AND OTHER RECEIVABLES

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
<u>Current</u>		
Trade receivables	2,011	1,760
VAT receivables	54	58
Prepayments ⁽¹⁾	1,355	459
Deposits	670	653
	4,090	2,930
<u>Non-current</u>		
Debt-related transaction costs	1,100	1,100
Total trade and other receivables	5,190	4,030

Note:

- (1) Prepayments typically relate to rental income received by customer prior to the month owed since rent is due on the first day of the month for most contracts. As an example, occasionally customer sends rent in late October in relation to November rent.

5. INVESTMENT PROPERTIES

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Investment properties, at fair value	1,440,500	1,440,500

- (a) Investment properties comprise data centre interconnection and miscellaneous other types of spaces which are leased to external customers for the purpose of interconnection services. The remaining lease terms range from less than 1 year to 13.8 years at 30 June 2021 and less than a year to 14.3 years at 31 December 2020.
- (b) The fair value of investment properties has been determined after taking into consideration independent valuations of the investment properties performed by Cushman & Wakefield of North Carolina, Inc. as of 1 August 2021.
- (c) The fair values of the investment properties are set out below:

Property	Description and Location	Tenure of Land	US\$'000
371 Gough Road	Data centre and power centre comprising 104,308 SF single story building located in Markham, Ontario	Freehold	203,300
44520 Hastings Drive	Data centre comprising 146,999 SF single story building located in Ashburn, VA	Freehold	318,000

Property	Description and Location	Tenure of Land	US\$'000
8217 Linton Hall Road	Data centre with one substation comprising 230,002 SF one story building located in Bristow, VA	Freehold	261,000
3015 Winona Avenue	Data centre comprising 82,911 SF two story building located in Burbank, CA	Freehold	57,800
2401 Walsh Avenue	Data centre with two substations comprising 167,932 SF two story building located in Santa Clara, CA	Freehold	112,000
2403 Walsh Avenue	Data centre with two substations comprising 103,940 SF two story building located in Santa Clara, CA	Freehold	69,200
200 North Nash Street	Data centre with two substations comprising 113,606 SF two story building located in El Segundo, CA	Freehold	71,100
3011 Lafayette Street	Data centre comprising 90,780 SF two story building located in Santa Clara, CA	Freehold	185,000
43831 Devin Shafron Drive	Data centre and power centre with two substations comprising 117,071 SF single story building located in Ashburn, VA	Freehold	50,100
1500 Space Park Drive	Data centre comprising 51,615 SF two story building located in Santa Clara, CA	Freehold	113,000
			1,440,500

(i) Valuation of investment properties

The valuations of the investment properties are based on the valuations performed by the independent professionally qualified external valuers, namely, Cushman & Wakefield of North Carolina, Inc. The fair value of the investment properties are based on the higher of the two independent valuations obtained for the respective Properties.

The fair values were estimated using the Income Approach. The two primary income approaches that are used are the Discounted Cash Flow (“DCF”) method and the Direct Capitalisation Method (“DCM”). DCF calculates the present values of future cash flows over a specified time period, including the potential proceeds of a deemed disposal, to determine the fair value. DCM determines value by applying a capitalisation rate to the property’s stabilised net operating income, normally at the first year. Both the DCF and DCM approaches convert the earnings of a property into an estimate of value. The valuation methods used in determining the fair value involve certain estimates including those relating to discount rate, terminal capitalisation rate and capitalisation rate, which are unobservable. In relying on the valuation reports, the Manager has exercised its judgement and is satisfied that the valuation methods and estimates used are reflective of the current market conditions.

The fair value of investment properties has been categorised as a Level 3 fair value measurement based on the inputs to the valuation techniques used. See Note 5(ii) below.

When measuring the fair value of an asset or a liability, the Pro Forma Group uses market observable data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- Level 1: for unadjusted price quoted in active markets for identical assets or liabilities,
- Level 2: for inputs, other than quoted prices included in Level 1 that are observable for the assets or liabilities, either directly (i.e. as prices) or indirectly (i.e. derived from prices), and
- Level 3: for inputs that are based on unobservable market data. These unobservable inputs reflect the Pro Forma Group's own assumptions about the assumptions that market participants would use in pricing the asset or liability and are developed based on the best information available in the circumstances (which might include the Pro Forma Group's own data).

If inputs of different levels are used to measure an asset's or liability's fair value, the classification within the hierarchy is based on the lowest level input that is significant to the fair value measurement.

(ii) Level 3 fair value

The following table shows the range of key unobservable inputs used in the valuation reports:

Valuation technique	Key unobservable inputs	Relationship between key unobservable inputs and fair value measurement
Discounted cash flow approach	Discount rate of 5.00% – 6.50% Terminal capitalisation rate of 4.25% – 5.25%	Higher discount rate or terminal capitalisation rate would result in a lower fair value, while lower rates would result in a higher fair value
Direct capitalisation method	Capitalisation rate of 4.00% – 4.75%	Higher capitalisation rate would result in a lower fair value, while a lower rate would result in a higher fair value

Key unobservable inputs

Key unobservable inputs correspond to:

- Discount rate, which reflects the risk-free rate, adjusted for a risk premium to reflect the increased risk of investing in the asset class.
- Terminal capitalisation rate, which reflects the uncertainty, functional/economic obsolescence and the risk associated with a future assumed sale of a property.
- Capitalisation rate, which reflects the ratio of a property's net property income to its fair value.

6. TRADE AND OTHER PAYABLES

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Accrued expenses	3,577	2,900
Property tax payable	–	78
Asset retirement obligation	834	817
Others	463	101
	4,874	3,896

7. LOANS AND BORROWINGS

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Term Loan (unsecured)	350,000	350,000
Less: Debt-related transaction costs	(1,925)	(1,925)
	348,075	348,075

As of the Listing Date, Digital Core REIT will have in place the following:

- A five-year unsecured Term Loan of US\$350.0 million, with interest payable based on a secured overnight financing rate (“SOFR”), plus margin of 1.050% due no less frequently than quarterly; and
- A four-year unsecured revolving credit facility (“RCF”) of US\$200.0 million, with interest payable based on secured overnight financing rate (“SOFR”), plus margin of 0.950%. All capital expenditure to be incurred after the Listing Date is assumed to be fully funded by drawing down on the RCF.

8. PREFERENCE SHARES

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Preference Share	125	125

An indirect subsidiary of the Trust will issue 125 shares of with a par value of US\$0.01 per share. The Preference Share ranks senior to all shares of the indirect subsidiary. Each holder of shares of the Preference Share is entitled to receive cumulative preferential cash dividends (recorded as finance expenses) at a rate of 12.0% per annum on the subscription price of US\$1,000 per share of Preference Share plus all accrued and unpaid dividends which are payable semi-annually in arrears.

The Preference Share is not convertible into or exchangeable for any other property or securities of the indirect subsidiary. The Board of Directors of the indirect subsidiary may, in its sole and absolute discretion, cause the indirect subsidiary to redeem the Preference Share at a redemption price per share equal to US\$1,000 plus all accrued and unpaid dividends to and including the date fixed for redemption, plus a redemption premium per share, if applicable. The Preference Share have been classified as financial liabilities.

9. NON-CONTROLLING INTEREST

As at 30 June 2021 and 31 December 2020, non-controlling interest relates to the Sponsor's indirect 10% interest in the entities that hold the Properties.

10. NET ASSETS ATTRIBUTABLE TO UNITHOLDERS

Net assets attributable to Unitholders consists of the net proceeds of the Offering and the contribution of equity interest in the Properties by the Sponsor.

	As at 30 June 2021	As at 31 December 2020
	US\$'000	US\$'000
Units in issue	990,264	990,477
Issuance costs	(20,000)	(20,000)
Accumulated losses	(20,965)	(20,965)
Net assets attributable to Unitholders	949,299	949,512

The following represents the Units in issue as at 30 June 2021 and 31 December 2020:

	Number of units	As at 30 June 2021	Number of units	As at 31 December 2020
	'000	US\$'000	'000	US\$'000
Creation of new Units arising from:				
– Sponsor's subscription units	428,749	377,299	428,991	377,512
– Acquisition fee paid in Units	14,732	12,965	14,732	12,965
– The Offering and Cornerstone Units	681,818	600,000	681,818	600,000
	1,125,299	990,264	1,125,541	990,477

11. OTHER TRUST EXPENSES

Included in other trust expenses are the following:

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Audit fees	268	268	535	535	535
Compliance tax professional fees	268	268	535	535	535
Unit registry and other expenses	614	614	1,230	1,230	1,230
	1,150	1,150	2,300	2,300	2,300

12. FINANCE EXPENSES

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Interest expense on loans and borrowings	2,130	3,180	5,395	11,831	10,953
Amortisation of debt-related transaction costs	330	330	660	660	660
Dividends on Preference Shares	8	8	15	15	15
Finance expense	2,468	3,518	6,070	12,506	11,628

13. TAX EXPENSES

	Six months ended 30 June		Year ended 31 December		
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Tax Expense					
Origination of temporary differences	2,789	2,805	5,610	5,649	5,694
Deferred tax	2,789	2,805	5,610	5,649	5,694
Current tax	1,027	854	1,406	1,331	1,653
Tax expense	3,816	3,659	7,016	6,980	7,347

	Six months ended		Year ended 31 December		
	30 June		2020	2019	2018
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Reconciliation of effective tax rate					
Net income before tax	21,581	18,994	41,402	29,709	20,484
Income @ Singapore Tax Rate of 17%	3,669	3,229	7,038	5,051	3,482
Effect of different tax rates arising from foreign jurisdiction	147	430	(22)	1,929	3,865
Tax Expense	3,816	3,659	7,016	6,980	7,347

14. SIGNIFICANT RELATED PARTY TRANSACTIONS

For the purposes of the pro forma financial information, parties are considered to be related to the Pro Forma Group if the Pro Forma Group has the direct and indirect ability to control the party, jointly control or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the Pro Forma Group and the party are subject to common control or common significant influence. Related parties may be individuals or other entities.

Other than as disclosed elsewhere in the pro forma financial information, the following significant related party transactions were carried out in the normal course of business on terms agreed between the parties:

	Six months ended		Year ended 31 December		
	30 June		2020	2019	2018
	2021	2020	2020	2019	2018
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Acquisition fees ⁽¹⁾	–	–	–	–	12,965
Property management fee	960	902	1,881	1,873	2,075
Manager's base fee	3,602	3,581	7,169	7,130	7,116
Manager's performance fee	1,127	1,146	2,281	2,354	2,438
Trustee's fee	108	107	215	214	213

Note:

(1) Acquisition Fees are included in the Fair Value Change of Investment Properties and is paid in the form of Units

15. FINANCIAL RISK MANAGEMENT

The Pro Forma Group's activities expose it to credit risk, liquidity risk, market risk and interest rate risk in the normal course of its business. The Pro Forma Group's overall risk management strategy seeks to minimise adverse effects from the unpredictability of financial markets on the Pro Forma Group's financial performance.

The Board of Directors ("BOD") of the Manager is responsible for setting the objectives and underlying principles of financial risk management for the Pro Forma Group. This is supported by comprehensive internal processes and procedures which are formalised in the Manager's organisational and reporting structure, operating manuals and delegation of authority guidelines.

Credit risk

Credit risk is the risk of financial loss to the Pro Forma Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations and arises principally from the Pro Forma Group's receivables from customers. In addition, customers may experience financial difficulty and are unable to fulfil their lease commitments or customers may fail to occupy and pay rent in accordance with lease agreements.

Cash is placed with financial institutions which are regulated.

The Pro Forma Group believes that there is little credit risk inherent in the Pro Forma Group's loan and receivables, based on historical payment behaviours and the security deposits held. The maximum exposure to credit risk is represented by the carrying amount of each financial asset in the Pro Forma Consolidated Statements of Financial Position.

Liquidity risk

Liquidity risk is the risk that the Pro Forma Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Manager monitors the liquidity risk of the Pro Forma Group and maintains a level of cash deemed adequate to finance its operations and to mitigate the effects of fluctuations in cash flows. The Manager also monitors and observes the CIS Code issued by the MAS concerning limits on total borrowings.

Analysis of financial instruments by remaining contractual maturities

The table below summarises the maturity profile of Digital Core REIT's financial liabilities at the end of the reporting period/year based on contractual undiscounted repayment obligations.

	Note	Carrying amount	Contractual cash flows	1 year or less	More than 1 year
		\$	\$	\$	\$
As at 30 June 2021					
<i>Financial liabilities</i>					
Loans and borrowings***	7	348,075	373,858	3,975	369,883
Trade and other payables*	6	4,040	4,040	4,040	–
Preference Shares**	8	125	125	–	125
		<u>352,240</u>	<u>378,023</u>	<u>8,015</u>	<u>370,008</u>
As at 31 December 2020					
<i>Financial liabilities</i>					
Loans and borrowings***	7	348,075	371,494	3,902	367,592
Trade and other payables*	6	3,079	3,079	3,079	–
Preference Shares**	8	125	125	–	125
		<u>351,279</u>	<u>374,698</u>	<u>6,981</u>	<u>367,717</u>

* Excluding asset retirement obligation.

** Excludes cash dividend payable of the Preference Shares. Contractual cash flows arising from cash dividends on Preference Shares amount to US \$15,000 per annum, as disclosed in Note 8.

*** Excludes the annual commitment fee due for the unsecured revolving credit facility of 15bps on the revolver balance of \$200 million.

Accounting classifications

The carrying amounts of financial assets and financial liabilities are as follows:

	Financial assets carried at amortised cost	Financial liabilities measured at amortised cost	Total
	US\$'000	US\$'000	US\$'000
As at 30 June 2021			
Cash and cash equivalents	4,000	–	4,000
Trade receivables	2,011	–	2,011
Deposits	670	–	670
Total financial assets	6,681	–	6,681
Loan and borrowings	–	348,075	348,075
Trade and other payables *	–	4,040	4,040
Preference Shares	–	125	125
Total financial liabilities	–	352,240	352,240
As at 31 December 2020			
Cash and cash equivalents	4,000	–	4,000
Trade receivables	1,760	–	1,760
Deposits	653	–	653
Total financial assets	6,413	–	6,413
Loan and borrowings	–	348,075	348,075
Trade and other payables*	–	3,079	3,079
Preference Shares	–	125	125
Total financial liabilities	–	351,279	351,279

* Excluding asset retirement obligation

Market risk

(i) Currency risk

Currency risk arises from future commercial transactions, recognised assets and liabilities and net investments in foreign operations. The Pro Forma Group's business is not exposed to significant currency risk as all but one of the Properties are located in the U.S. and the cash flows from the operations of nine of the ten Properties are denominated in USD. One Property in the portfolio located in Canada operates in Canadian dollars and related cash flows are subject to fluctuations in currency exchange rates. The Pro Forma Group also borrows in the same currency as the assets in order to manage the foreign currency risk. Digital Core REIT will receive USD distributions from the investment properties which will be passed to the Unitholders, either in USD or converted to SGD at the spot foreign exchange rate. Digital Core REIT is exposed to fluctuations in the cross-currency rates of the USD and SGD for operating expenses incurred in

Singapore, which are not material. Where appropriate, based on the prevailing market conditions, the Pro Forma Group may adopt suitable hedging strategies to minimise any foreign exchange risk.

(ii) Interest rate risk

The Pro Forma Group's exposure to changes in interest rates relates primarily to interest bearing financial liabilities. The Manager will actively monitor and manage the Pro Forma Group's net exposure to interest rate risk through the use of interest rate hedging instruments and/or fixed rate borrowings, where applicable.

Capital management

The Manager's objective when managing capital is to optimise Digital Core REIT's capital structure within the borrowing limits set out in the CIS Code by the Monetary Authority of Singapore to fund future acquisitions and asset enhancement projects at Digital Core REIT's properties. To maintain or achieve an optimal capital structure, the Manager may issue new units or source additional borrowings from both financial institutions and capital markets.

Digital Core REIT has a policy to maintain a strong capital base to maintain investor, creditor and market confidence and to sustain future development of the business. The Manager monitors the yield, which is defined as net property income from the property divided by the latest valuation for the property, on the properties acquired. The Manager also monitors the level of distributions made to Unitholders.

Digital Core REIT seeks to maintain a balance between the higher returns that might be possible with a higher level of borrowings and the advantages and security afforded by a sound capital position. Digital Core REIT was unencumbered by property borrowings as of 30 June 2021 and 31 December 2020.

E. MANAGER'S MANAGEMENT FEES, TRUSTEE'S FEES, PROPERTY MANAGEMENT FEES, ACQUISITION AND DIVESTMENT FEES, AND DEVELOPMENT MANAGEMENT FEES

Unless defined in this report, abbreviations below shall have the meanings set out in the Glossary to the Prospectus.

(a) Manager's management fee

The Manager is entitled under the Trust Deed to management fees comprising the base fee and performance fee as follows:

- (i) A Base Fee of 0.5% per annum of the value of Digital Core REIT's Deposited Property (calculated as fair market value of the assets and including capital expenditures and the average property value is used to determine the value of the Deposited Properties for each respective year, and
- (ii) A Performance Fee of 3.5% per annum of Net Property Income defined as net operating income utilising accounting principles generally accepted in the United States of America.

(b) Trustee's fees

The Trustee's fee shall be charged at a rate of 0.015% of Deposited Property per annum, with a monthly minimum of S\$15,000. Capital expenditures have also been added to the property fair value and the average property value is used to determine the value of Deposited Property for each respective year.

(c) Property management fees

Under the Property Management Agreement in respect of each of the Properties, the relevant Property Manager will provide property management services and construction supervision services. Under the Property Management Agreements, each Property owner is required to pay the Property Manager a management fee equal to 2% of gross revenue, as defined in the Property Management Agreement¹. Property management fees are payable quarterly in arrears.

Under the Property Management Agreement in respect of each of the Properties, the relevant Property Manager is also entitled to leasing commissions in amounts equal to the standard internal commissions paid to employees of the Property Manager or its affiliates from time to time for leases and renewals of other properties owned and managed by the Manager or its affiliates, up to a maximum of 3.0% of total contract value (defined as the total amount of recurring revenue paid in cash over the term of the lease). The Property Manager is also entitled to a construction management fee in the following amounts: (i) where total construction costs are US\$5,000,000 or less, a fee equal to 5.0% of total construction costs; (ii) where total construction costs exceed US\$5,000,000 but do not exceed US\$15,000,000, a fee equal to the greater of (x) 4.0% of total construction costs and (y) US\$250,000; and (iii) where total construction costs exceed US\$15,000,000, a fee equal to the greater of (x) 3.0% of total construction costs and (y) US\$600,000.

(d) Acquisition and divestment fees

The Property Manager is entitled to an acquisition fee of 1.0% (or such lower percentage as may be determined by the Property Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double counting):

- (i) the acquisition price of any real estate purchased, whether directly or indirectly, by Digital Core REIT (plus any other payments in addition to the acquisition price made by Digital Core REIT to the vendor in connection with the purchase of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest);
- (ii) the underlying value of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate purchased by Digital Core REIT, whether directly or indirectly (plus any additional payments made by Digital Core REIT to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); or
- (iii) the acquisition price of any investment purchased by Digital Core REIT, whether directly or indirectly, in any debt securities of any property corporation owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

¹ Gross revenue is defined as all revenues received or receivable from or by reason of the use and operation of the relevant Property, including all amounts received or receivable from tenants, occupants or users of the Property (other than (a) security and other similar deposits, except to the extent applied to pay rent, additional rent or other amounts due from any such tenant, occupant or other user, and (b) rents or other charges paid in advance by tenants, occupants or other users, except the portion of any such advance payment applied to rent, additional rent or other amounts due from any such tenant, occupant or other user for the current month).

Additionally, a Divestment Fee equivalent to 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):

- (i) the sale price of any real estate sold or divested, whether directly or indirectly, by Digital Core REIT (plus any other payments in addition to the sale price received by Digital Core REIT from the purchaser in connection with the sale or divestment of the real estate) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest);
- (ii) the underlying value of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested, whether directly or indirectly, by Digital Core REIT (plus any additional payments received by Digital Core REIT from the purchaser in connection with the sale or divestment of such equity interests) (pro-rated, if applicable, to the proportion of Digital Core REIT's interest); or
- (iii) the sale price of any investment sold or divested by Digital Core REIT, whether directly or indirectly, in any debt securities of any property corporation owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

(e) Development management fee

The Property Manager is entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs (as defined subsequently) incurred in a Development Project (as defined subsequently) undertaken by the Property Manager on behalf of Digital Core REIT.

The development management fee is payable in equal monthly instalments over the construction period of each Development Project based on the Manager's best estimate of the Total Project Costs and construction period and, if necessary, a final payment of the balance amount to be paid to the Property Manager when the Total Project Costs is finalised.

Total Project Costs means the sum of the following:

- (i) construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor;
- (ii) principal consultants' fees, including payments to the project's architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor and project manager;
- (iii) the cost of obtaining all approvals for the project;
- (iv) site staff costs;
- (v) interest costs on actual borrowings used to finance project cash flows (excluding equity capital) that are capitalised to the project in line with the International Financial Reporting Standards; and
- (vi) any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with the International Financial Reporting Standards but shall exclude land costs.

Development Project means a project involving the development of land, or buildings, or part thereof on land which is acquired, held or leased by Digital Core REIT, for the purposes of such development, but does not include refurbishment, retrofitting and renovations.

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INDEPENDENT TAXATION REPORTS

SINGAPORE

The Board of Directors
Digital Core REIT Management Pte. Ltd.
as Manager of Digital Core REIT
10 Collyer Quay, #42-06
Ocean Financial Centre
Singapore 049315

Perpetual (Asia) Limited
(in its capacity as trustee of Digital Core REIT)
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981
29 November 2021

Dear Sirs

INDEPENDENT SINGAPORE TAXATION REPORT

This letter has been prepared at the request of Digital Core REIT Management Pte. Ltd. (the “**Manager**”) for inclusion in the Prospectus to be issued in relation to the initial public offering of units in Digital Core REIT on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”).

The purpose of this letter is to provide prospective purchasers (“**Unitholders**”) of the units in Digital Core REIT (“**Units**”) with an overview of the Singapore income tax consequences of the acquisition, ownership and disposition of the Units. The information contained in this letter may be more relevant to Unitholders who acquire and hold the Units as long-term investment assets. Therefore, Unitholders who acquire and hold the Units for dealing or trading purposes should consult their own tax advisers concerning the tax consequences of the acquisition and holding of the Units based on their personal circumstances.

This letter does not constitute tax advice and does not attempt to describe comprehensively all the tax considerations that may be relevant to a decision to acquire, own or dispose of the Units. Unitholders should consult their own tax advisers concerning the tax consequences of their acquisition, holding and disposal of the Units based on their personal circumstances. In particular, Unitholders who are not Singapore tax residents are advised to consult their own tax advisers to take into account the tax implications under the tax laws of their respective countries of tax residence and the existence of any tax treaty, which their countries of tax residence may have with Singapore.

This letter is based on the Singapore income tax law and the relevant interpretation thereof current as at the date of this letter (all of which may be subject to change, possibly with retroactive effect).

Words and expressions in this letter have the same meaning as defined in the Prospectus. In addition, unless the context requires otherwise, words in the singular include the plural and the other way around and words of one gender include any gender.

Singapore Taxation of Trusts in General

Under the existing provisions of the SITA, the taxable income of a trust comprises:

- (a) income accruing in or derived from Singapore (or deemed as such); and
- (b) unless otherwise exempt, income derived from outside Singapore which is received in Singapore (or deemed as such).

The taxable income of a trust is ascertained in accordance with the provisions of the SITA, after deduction of all allowable expenses and any other allowances permitted under the SITA.

In practice, the taxable income of a trust, or part thereof, is taxed at the prevailing corporate rate of income tax in the hands of the trustee in the following circumstances:

- (a) where the income is derived from any trade or business carried on by the trustee, in its capacity as the trustee of the trust;
- (b) where the income is trust income to which the beneficiaries of the trust who are not resident in Singapore for Singapore income tax purposes are entitled; or
- (c) where the income is trust income to which the beneficiaries of the trust are not entitled; and

any distribution made out of taxable income which has been assessed to tax on the trustee is treated as capital in nature and the beneficiaries will not be subject to further tax on such distribution.

Taxation of Digital Core REIT

Digital Core REIT is expected to derive dividends from Singapore Sub 1, the Singapore Lending Subs (as defined below) and Singapore Sub 3 and may derive gains from the sale of the shares in Singapore Sub 1, the Singapore Lending Subs and/or Singapore Sub 3.

Tax Rulings

An application for the Tax Rulings was made based on the structure diagram of Digital Core REIT as illustrated in “Overview – Structure of Digital Core REIT” of this Prospectus and *inter alia*, the following representations and information:

- (a) The Sponsor is working towards a proposed IPO of units in Digital Core REIT, a Singapore real estate investment trust (as defined in Section 43(10) of the SITA) to be listed on the SGX-ST, where the Sponsor will sponsor Digital Core REIT.
- (b) Digital Core REIT will invest in immovable properties situated in the U.S. and Canada. The offering of Digital Core REIT may be in U.S. dollars or in Singapore dollars.¹
- (c) Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 will be Singapore-incorporated companies, and will each be a direct wholly-owned subsidiary of the S-REIT.
- (d) Digital Core REIT will inject share capital in U.S. dollars (out of the IPO proceeds or proceeds from future post-IPO debt and/or equity fund raisings, and/or proceeds from third party loans, as applicable) into Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 in exchange for the issue of shares² in Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 respectively to the Trustee of Digital Core REIT (to be held on behalf of Digital Core REIT). Digital Core REIT may also make non-interest-bearing shareholder loans to Singapore Sub 3 out of the IPO proceeds or proceeds from future post-IPO debt and/or equity fund raising, and/or proceeds from third party loans, as applicable (a “**Shareholder Loan**”).

¹ This representation was made in the application for the Tax Rulings, but for the purposes of the IPO, the offering will be in U.S. dollars only.

² Which may be ordinary shares, preference shares, redeemable preference shares or a combination thereof.

- (e) The business of each of Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 will be wholly managed and controlled in Singapore mainly by individuals based in Singapore and appointed as directors, and Singapore Sub 1, Singapore Sub 2 and Singapore Sub 3 will therefore respectively be tax resident in Singapore.
- (f) Singapore Sub 1 will inject the equity funding from Digital Core REIT into the Parent U.S. REIT in exchange for 100% of the voting common stock in the Parent U.S. REIT (Parent U.S. REIT may issue some preferred shares to third party investors).
- (g) Singapore Sub 2 (the “**Initial Singapore Sub 2**”) will make a loan (“**Loan**”) out of the equity injected by Digital Core REIT following the IPO, to the Parent U.S. REIT.
- (h) Post-IPO, there may be more than one Singapore Sub 2 which will be equity funded by Digital Core REIT and each Singapore Sub 2 will utilise the equity injection by Digital Core REIT to make a Loan to the Parent U.S. REIT (i.e. each Singapore Sub 2 will only make a single Loan to the Parent U.S. REIT). For example, post-IPO, if there is to be acquisition of additional properties in the U.S. where the Parent U.S. REIT requires debt investment, a separate Singapore Sub 2 will make the debt investment by making a Loan to the Parent U.S. REIT utilising the equity injected by Digital Core REIT.

(The Initial Singapore Sub 2 and the separate Singapore Sub 2s will be known as “each **Singapore Lending Sub**” individually or “**Singapore Lending Subs**”) collectively.)

- (i) Each Singapore Lending Sub’s principal activities will be to utilise the equity injected by Digital Core REIT to make its Loan to the Parent U.S. REIT. Although each Singapore Lending Sub does not have the freedom of investing the equity injected by Digital Core REIT however it so pleases other than making a Loan, it will be for the directors of each Singapore Lending Sub to consider the terms of the Loan, decide on and make the Loan to the Parent U.S. REIT and to carry out the necessary corporate and administrative actions to give effect to the Loan. Each Singapore Lending Sub will not be undertaking any other business activities apart from its passive investment by extending the Loan.
- (j) Each Loan will be unsecured and will be interest-bearing, arm’s-length and on market terms and conditions governed by U.S. laws and may allow for the repayment of principal from time to time by the Parent U.S. REIT. The relevant agreement for a Loan may either be concluded electronically, or may be executed wholly outside Singapore by the authorised representatives of the relevant Singapore Lending Sub and the Parent U.S. REIT.
- (k) Singapore Sub 3 will use the equity and debt (by way of Shareholder Loans) funding from Digital Core REIT to purchase an 80% to 90%¹ membership interest in the Canadian JV, which owns an immovable property in Canada.
- (l) Singapore Sub 1, each Singapore Lending Sub and Singapore Sub 3 serve the following purposes, among others:
 - to isolate the different legal and operational risks and requirements in managing the equity investment and debt investments within Singapore Sub 1 and each Singapore Lending Sub;
 - to allow the Trustee of Digital Core REIT to be segregated from the direct equity and debt investment in the Parent U.S. REIT and Canadian JV;

¹ It should be noted that the 80% to 90% range was represented in application for the Tax Rulings. As at the Listing Date, Digital Core REIT would hold a 90% interest in all the Properties in the IPO Portfolio through its (indirect) 90% membership interest in each JV.

- to comply with the technical requirements of the Portfolio Interest Exemption regime in the U.S.; and
 - to provide greater exit flexibility for Digital Core REIT if there is a need to completely divest the Parent U.S. REIT.
- (m) The Parent U.S. REIT will be a U.S. incorporated company (either in the state of Delaware or Maryland¹) with issued stock.
- (n) The Parent U.S. REIT will inject the equity contribution from Singapore Sub 1 and the Loans proceeds from the Singapore Lending Subs as capital/equity into multiple limited liability companies and/or limited partnerships constituted in the U.S. (each a “**U.S. JV**”) in exchange for 80% to 90%² of membership or partnership interest in each U.S. JV (the remaining membership or partnership interest in each U.S. JV will be held by a related party of the Sponsor), where each U.S. JV will in turn hold a property-owning limited liability company or limited partnership constituted in the U.S. (each a “**U.S. Propco**”).
- (o) The Parent U.S. REIT will elect to be treated as a real estate investment trust (a “**U.S. real estate investment trust**”) within the meaning of Section 856 of the U.S. Tax Code, for U.S. federal income tax purposes from its formation. The Parent U.S. REIT will include its allocable share of each U.S. JV’s income, gain, loss and deduction in the Parent U.S. REIT’s income. As a U.S. real estate investment trust, the U.S. REIT will be required to distribute at least 90% of its taxable income annually. Any undistributed income of the Parent U.S. REIT will be subject to U.S. federal income tax in the U.S. at the applicable corporate rate. The operational currency of the Parent U.S. REIT will be U.S. dollars.
- (p) Each U.S. JV will be treated as a partnership for U.S. federal income tax purposes and will not be subject to U.S. federal income tax, but rather each partner will include its allocable share of each U.S. JV’s income, gain, loss or deduction on its own tax return. The operational currency of each U.S. JV will be U.S. dollars.
- (q) Each U.S. Propco will be structured to be treated as a disregarded entity for U.S. federal income tax purposes.
- (r) The Parent U.S. REIT will form a U.S. corporation that will elect, together with the U.S. REIT, to be treated as a taxable REIT subsidiary (a “**TRS**”) of the U.S. REIT within the meaning of Section 856(l) of the U.S. Code. The TRS will be taxable as a corporation for U.S. federal income tax purposes and will be required to pay U.S. federal income tax on its income at the applicable corporate rate. The operational currency of the TRS will be U.S. dollars.
- (s) Canadian JV is a limited liability company formed in the state of Delaware, the U.S., which currently holds an immovable property in Canada. Canadian JV is tax resident of the U.S. and once the IPO has occurred, will be treated as a partnership for U.S. federal income tax purposes. The control and management of Canadian JV is wholly exercised in the U.S. by the board of directors of Canadian JV.
- (t) Canadian JV will be subject to federal and provincial taxes in Canada at the prevailing rate of 26.5% and Canadian branch profits at the prevailing rate of 25%. Canadian JV will make tax filings in Canada, but will not be subject to any further tax in the U.S.

1 It should be noted that this was represented in the application for the Tax Rulings. For the purposes of the IPO, the Parent U.S. REIT will be a Maryland corporation.

2 It should be noted that the 80% to 90% range was represented in application for the Tax Rulings. As at the Listing Date, Digital Core REIT would hold a 90% interest in all the Properties in the IPO Portfolio through its (indirect) 90% membership interest in each JV.

Distributions

- (u) Each U.S. JV can distribute its income originating from the leasing of the immovable properties in the U.S. that it indirectly holds to the Parent U.S. REIT.
- (v) The Parent U.S. REIT can use the distributions from each U.S. JV to pay dividends to Singapore Sub 1 and/or interest on the Loans (“**U.S.-Sourced Interest**”) to the relevant Singapore Lending Sub.
- (w) Besides receiving dividends from the Parent U.S. REIT, Singapore Sub 1 may also receive capital proceeds which may originate from the redemption of membership/partnership interests and/or returns of capital paid by a U.S. JV to the Parent U.S. REIT, and which may in turn be used by the Parent U.S. REIT to redeem/return share capital injected by Singapore Sub 1. Singapore Sub 1 may decide to pay one-tier tax exempt dividends to Digital Core REIT out of the dividends and/or capital proceeds received from the Parent U.S. REIT or may use such receipts to redeem/return share capital injected by Digital Core REIT.
- (x) Besides receiving the U.S. Sourced Interest from the Parent U.S. REIT, Singapore Lending Sub may also receive repayments of principal on the Loans from the Parent U.S. REIT which may originate from the redemption of membership/partnership interests and/or returns of capital paid by a U.S. JV to the Parent U.S. REIT, and which may in turn be used by the Parent U.S. REIT to repay any amount of principal on any of the Loans.
- (y) The directors of each Singapore Lending Sub can decide if appropriate, to distribute (i) the U.S.-Sourced Interest and/or (ii) capital proceeds (such as repayments of principal on the Loan) received from Parent U.S. REIT, to Digital Core REIT as one-tier tax exempt dividends and/or to use such receipts to fund a return of capital to Digital Core REIT.
- (z) Canadian JV can distribute its income from the leasing of the immovable property in Canada that it holds (i.e. the “**Canadian JV Distributions**”¹) to Singapore Sub 3.
- (aa) Besides receiving Canadian JV Distributions, Singapore Sub 3 may also receive capital proceeds which may originate from the redemption of membership interests/returns of capital paid by Canadian JV to Singapore Sub 3.
- (bb) Singapore Sub 3 may decide to pay one-tier tax exempt dividends to the S-REIT out of the Canadian JV Distributions and/or capital proceeds received from Canadian JV or may use such receipts to redeem/return share capital injected by Digital Core REIT or to repay the Shareholder Loans to Digital Core REIT.
- (cc) Digital Core REIT may distribute the dividends received from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 to the Unitholders as determined by the Manager.
- (dd) Digital Core REIT may also distribute to the Unitholders any capital returned by Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 (including any repayment of principal on the Shareholder Loans by Singapore Sub 3 to Digital Core REIT).

¹ The Canadian JV Distributions comprise distributions made by the Canadian JV out of (i) its earned income/profit, (ii) capital gains/profits arising from the sale or exchange of the immovable property in Canada, and (iii) any part of its capital that has been contributed by its members (the “**Canadian JV Returns of Capital**”).

Funds Flow

- (ee) Each of Digital Core REIT, Singapore Sub 1, Singapore Lending Sub, Singapore Sub 3 the Parent U.S. REIT, each U.S. JV, each U.S. Propco and the Canadian JV will have at least one U.S. dollar bank account (and Canadian JV will have at least one Canadian dollar bank account) maintained outside Singapore (each an “**Offshore Account**”). The injection of share capital/equity into and by (as applicable) each of Singapore Sub 1, Singapore Lending Sub, Singapore Sub 3 the Parent U.S. REIT, each U.S. JV, each U.S. Propco and the Canadian JV, the disbursement of monies for the Loans by Singapore Lending Sub to the Parent U.S. REIT, as well as disbursement of monies for the Shareholder Loans by Digital Core REIT to Singapore Sub 3 will be made from the Offshore Account of the contributing party to the Offshore Account of the recipient.
- (ff) Similarly, the distributions (including capital distributions, the principal repayment for the Loans and the principal repayment of the Shareholder Loans) by a U.S. Propco, a U.S. JV, the Parent U.S. REIT, the Canadian JV, Singapore Sub 1, Singapore Lending Sub and Singapore Sub 3 as well as the payment of interest on the Loans by the Parent U.S. REIT to the relevant Singapore Lending Sub will be made from the Offshore Account of the contributing party to the Offshore Account of the recipient.
- (gg) Digital Core REIT may distribute the dividends received from Singapore Sub 1 and/or Singapore Lending Sub and/or Singapore Sub 3 to the Unitholders as determined by the Manager. Once the Manager determines that a distribution is to be made and the amount of distribution that is to be made (taking into account all relevant factors in arriving at the appropriate amount of distributable income), the Manager will arrange for the amount to be distributed to be transferred from the Offshore Account of Digital Core REIT to the CDP’s account in Singapore. The CDP will then facilitate the distribution to the Unitholders accordingly.
- (hh) To the extent that a Singapore Lending Sub requires the use of any portion of the U.S.-Sourced Interest paid by the Parent U.S. REIT (for example, to defray operating expenses), the Singapore Lending Sub will remit such portion of the U.S.-Sourced Interest as necessary from its Offshore Account into its bank account in Singapore, in which case Singapore Lending Sub will report such amount of U.S.-Sourced Interest remitted into its Singapore bank account for income tax purposes to the IRAS. Apart from any such portion of U.S.-Sourced Interest remitted into Singapore, each Singapore Lending Sub will not receive in or remit to Singapore the U.S.-Sourced Interest paid by the Parent U.S. REIT and will only utilise such U.S.-Sourced Interest to pay one-tier tax exempt dividends into the relevant Offshore Account of Digital Core REIT and/or for reinvestment outside Singapore.
- (ii) To the extent that Singapore Sub 3 requires the use of any portion of the Canadian JV Distributions (for example, to defray operating expenses), Singapore Sub 3 will remit such portion of the Canadian JV Distributions as necessary from its Offshore Account into its bank account in Singapore, in which case Singapore Sub 3 will report such amount of Canadian JV Distributions remitted into its Singapore bank account for income tax purposes to the IRAS. Apart from any such portion of Canadian JV Distributions remitted into Singapore, Singapore Sub 3 will not receive in or remit to Singapore the Canadian JV Distributions, and will only utilise the Canadian JV Distributions to pay one-tier tax exempt dividends into the relevant Offshore Account of Digital Core REIT and/or for reinvestment outside Singapore.

Pursuant to the Tax Rulings, the IRAS confirmed that:

- (1) any remittance into Singapore by Digital Core REIT of dividends received from Singapore Sub 1, each Singapore Lending Sub and/or Singapore Sub 3 will not result in Singapore Sub 1, Singapore Lending Sub and/or Singapore Sub 3 being deemed as having remitted their own respective foreign-sourced income into Singapore for income tax purposes.
- (2) The following receipts will not be subject to tax in Singapore:
 - (i) The Canadian JV Distributions (other than the Canadian JV Returns of Capital) receivable by Singapore Sub 3 from the Canadian JV (excluding any amounts of such Canadian JV Distributions actually remitted into Singapore Sub 3's bank account in Singapore);
 - (ii) The dividends receivable by Singapore Sub 1 from the Parent U.S. REIT. The tax exemption for this foreign-sourced dividend is provided under Section 13(8) of the SITA, subject to meeting the conditions in Section 13(9) of the SITA;
 - (iii) The tax-exempt (one-tier) dividends receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3;
 - (iv) The capital proceeds receivable by Singapore Sub 1 from the Parent U.S. REIT on the redemption/return of share capital/equity injected by Singapore Sub 1;
 - (v) The capital proceeds (including the Canadian JV Returns of Capital) receivable by Singapore Sub 3 from the Canadian JV on the redemption/return of capital held by Singapore Sub 3 in the Canadian JV;
 - (vi) The principal repayments on each Loan receivable by each Singapore Lending Sub from the Parent U.S. REIT;
 - (vii) The capital proceeds receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 on the redemption/return of share capital/equity injected by Digital Core REIT and repayment of principal on the Shareholder Loans receivable by Digital Core REIT from Singapore Sub 3;
 - (viii) The distributions receivable by the Unitholders from Digital Core REIT, which are payable by Digital Core REIT out of the tax-exempt (one-tier) dividend income from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3; and
 - (ix) The distribution of capital proceeds receivable by the Unitholders from Digital Core REIT, which are payable by Digital Core REIT out of capital returned by Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 (including any repayment of principal on the Shareholder Loans by Singapore Sub 3 to Digital Core REIT).
- (3) For the interest income from the Loan provided by the Initial Singapore Sub 2 in relation to the IPO, the IRAS is prepared to treat the interest income as foreign-sourced. The interest income therefore will not be subject to tax in Singapore unless it is remitted or deemed remitted under Section 10(25) of the SITA. This is on the basis that the Initial Singapore Sub 2 will be a passive lender, providing a single loan directly to the Parent U.S. REIT using the equity injected by Digital Core REIT following the IPO, and the Initial Singapore Sub 2 will not be undertaking any other business activities apart from its passive investment in its Loan.

- (4) To the extent that the structure of Digital Core REIT, the activities of the relevant parties in the Digital Core REIT structure, the transaction and distribution flows and the key features of the Loan to be provided remain the same as those represented to the IRAS in the application for the Tax Rulings, the Tax Ruling in paragraph (3) above will remain valid:
- (i) in relation to any subsequent Loan that may be provided in relation to the acquisition of the IPO portfolio and in relation to the future acquisitions post-IPO and
 - (ii) for the duration or term that Digital Core REIT is listed on the SGX-ST.
- (5) The Singapore Lending Subs may utilise their interest income for reinvestments wholly outside Singapore. Singapore Sub 3 may also utilise the Canada JV Distributions for reinvestments wholly outside Singapore. If so, when the investments are realised and the proceeds are brought into Singapore, the interest income and the Canada JV Distributions (other than the Canadian JV Returns of Capital) will be deemed received in Singapore under Section 10(25)(a) of the SITA. For clarity, if the aforesaid investment proceeds are used to pay tax exempt (one-tier) dividends directly into Digital Core REIT's offshore bank account (and does not involve any physical remittance, transmission or bringing of funds into Singapore by the relevant Singapore Lending Sub and/or Singapore Sub 3 for the purpose of the dividend payment), the said amount will not be considered as remitted or deemed remitted under Section 10(25) of the SITA.

Terms and conditions of the Tax Rulings

To the extent that the structure of Digital Core REIT, the activities of the relevant parties in the Digital Core REIT structure, the transaction and distribution flows and the key features of the Loans to be provided remain the same as those represented to the IRAS in the application for the Tax Rulings, the Tax Ruling in paragraph (3) above will remain valid:

- (a) in relation to any subsequent Loan that may be provided in relation to the acquisition of the IPO Portfolio and in relation to future acquisitions post-IPO; and
- (b) for the duration or term that Digital Core REIT is listed on the SGX-ST.

The Tax Rulings were made based on the IRAS' understanding that the steps to be taken in the proposed arrangements by the Sponsor and/or Manager will be in compliance with the applicable laws and regulations in the US.

The Tax Rulings were made based on facts presented to the IRAS in the application for the Tax Rulings and on the IRAS' current interpretation and application of the existing tax laws.

The Tax Rulings shall apply in relation to an arrangement as a ruling on a provision of the SITA only if the provision is expressly referred to in the Tax Rulings.

The Tax Rulings shall automatically not apply if:

- (a) the arrangement is materially different from the arrangement identified in the application for the Tax Rulings;
- (b) there was a material omission or misrepresentation in, or in connection with, the application for the Tax Rulings;
- (c) an assumption about a future event or another matter that is material to the Tax Rulings, stated either in the Tax Rulings or in the application for the Tax Rulings, subsequently proves to be incorrect; or
- (d) the IRAS stipulates a condition that is not satisfied.

In addition, where a provision of the SITA is repealed or amended, the Tax Rulings shall automatically not apply from the date of the repeal or amendment to the extent that the repeal or the amendment changes the way the provision applies in the Tax Rulings.

Further, the IRAS may at any time withdraw the Tax Rulings from such date specified, by notifying the Sponsor or the Manager in writing of the withdrawal and the reasons therefor.

Dividends received by Digital Core REIT from Singapore Sub 1 and/or the Singapore Lending Subs and/or Singapore Sub 3

Based on the Tax Rulings, IRAS has agreed that the tax exempt (one-tier) dividends receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 will not be subject to tax in Singapore.

Dividends paid by Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 should be considered tax exempt (1-tier) dividends pursuant to Section 13(1)(za) of the SITA, provided Singapore Sub 1 and the Singapore Lending Subs and Singapore Sub 3 are tax resident in Singapore. For the purposes of the SITA a company is considered to be tax resident of Singapore if the control and management of its business is exercised in Singapore.

Returns of capital received by Digital Core REIT

Based on the Tax Rulings, IRAS has agreed that the capital proceeds receivable by Digital Core REIT from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3 on the redemption/return of share capital/equity injected by Digital Core REIT and the repayment of principal on the Shareholder Loans receivable by Digital Core REIT by Singapore Sub 3) will not be subject to tax in Singapore.

Gains from the sale of shares of Singapore Sub 1 and/or the Singapore Lending Subs and/or Singapore Sub 3

Singapore does not impose tax on capital gains. Gains derived by Digital Core REIT from the disposal of shares in Singapore Sub 1, any Singapore Lending Sub and/or Singapore Sub 3 that are capital in nature will not be subject to tax. However, such gains may be considered income in nature and subject to income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if Digital Core REIT did not intend to acquire and hold the shares in question as long-term investments. Whether any gain from the sale of any such shares is or is not derived from a trade or business has to be determined based on the totality of facts surrounding the acquisition, holding and disposal of the relevant shares.

In practice, should such gains be determined to be income and hence subject to income tax, the tax will be assessed on the Trustee, and in the event that the Trustee and the Manager exercise their discretion to make a distribution out of such gains assessed to tax directly on the Trustee, such distribution will not be further taxed and the Unitholders will not be able to claim a tax credit in respect of the tax paid at the Trustee level.

Taxation of Singapore Sub 1

Dividends from the Parent U.S. REIT

Based on the Tax Rulings, the IRAS has agreed that the dividend income receivable by Singapore Sub 1 from the Parent U.S. REIT is tax exempt under Section 13(8) of the SITA subject to meeting the conditions in Section 13(9) of the SITA which are:

- (a) the income is subject to tax of a similar character to income tax (by whatever name called) under the law of the territory from which the income is received;
- (b) at the time the income is received in Singapore by the person tax resident in Singapore, the highest rate of tax of a similar character to income tax (by whatever name called) levied under the law of the territory from which the income is received on any gains or profits from any trade or business carried on by any company in that territory at that time is not less than 15%; and
- (c) the Comptroller of Income Tax is satisfied that the tax exemption would be beneficial to the person tax resident in Singapore.

Gains from the disposal of the Parent U.S. REIT

Singapore does not impose tax on capital gains. Gains derived by Singapore Sub 1 from the disposal of shares in the Parent U.S. REIT that are capital in nature will not be subject to tax. However, such gains may be considered income in nature and subject to income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if Singapore Sub 1 did not intend to acquire and hold the shares in question as long-term investments. Whether any gain from the sale of any such shares is or is not derived from a trade or business has to be determined based on the totality of facts surrounding the acquisition, holding and disposal of the relevant shares.

Capital Proceeds paid by the Parent U.S. REIT

Pursuant to the Tax Rulings, the IRAS had agreed that the capital proceeds receivable by Singapore Sub 1 from the Parent U.S. REIT on the redemption/return of share capital/equity injected by Singapore Sub 1 will not be subject to tax in Singapore.

Taxation of the Singapore Lending Subs

Interest income from the Parent U.S. REIT

Pursuant to the Tax Rulings, the IRAS is prepared to treat the interest income from the Loan provided by each Singapore Lending Sub as foreign-sourced. The interest income will therefore not be subject to tax in Singapore unless it is remitted or deemed remitted under Section 10(25) of the SITA.

Section 10(25) of the SITA states that the following amounts shall be deemed to be income received in Singapore from outside Singapore whether or not the source from which the income is derived has ceased:

- (a) any amount from any income derived from outside Singapore which is remitted to, transmitted or brought into, Singapore;

- (b) any amount from any income derived from outside Singapore which is applied in or towards satisfaction of any debt incurred in respect of a trade or business carried on in Singapore; and
- (c) any amount from any income derived from outside Singapore which is applied to purchase any movable property which is brought into Singapore.

If the interest income is used by the Singapore Lending Subs to pay tax exempt (one-tier) dividends from the Singapore Lending Subs' Offshore Accounts directly into Digital Core REIT's Offshore Account, this alone should not result in any deemed receipt or remittance of the interest into Singapore by the Singapore Lending Subs within the meaning of Section 10(25) of the SITA.

Principal repayments by the Parent U.S. REIT

Pursuant to the Tax Rulings, the IRAS had agreed that the principal repayments on each Loan receivable by each Singapore Lending Sub from the Parent U.S REIT will not be subject to tax in Singapore.

Taxation of Singapore Sub 3

Canadian JV Distributions by the Canadian JV

Pursuant to the Tax Rulings, the IRAS is prepared to treat the Canadian JV Distributions (other than the Canadian JV Returns of Capital, the treatment of which is described in the section "Capital Proceeds paid by the Canadian JV" below) receivable by Singapore Sub 3 from the Canadian JV as foreign-sourced. The Canadian JV Distributions will therefore not be subject to tax in Singapore unless it is remitted or deemed remitted under Section 10(25) of the SITA.

Section 10(25) of the SITA states that the following amounts shall be deemed to be income received in Singapore from outside Singapore whether or not the source from which the income is derived has ceased:

- (a) any amount from any income derived from outside Singapore which is remitted to, transmitted or brought into, Singapore;
- (b) any amount from any income derived from outside Singapore which is applied in or towards satisfaction of any debt incurred in respect of a trade or business carried on in Singapore; and
- (c) any amount from any income derived from outside Singapore which is applied to purchase any movable property which is brought into Singapore.

If the Canadian JV Distributions are used by Singapore Sub 3 to pay tax exempt (one-tier) dividends from the Singapore Sub 3's Offshore Account directly into Digital Core REIT's Offshore Account, this alone should not result in any deemed receipt or remittance of the Canadian JV Distributions into Singapore by the Singapore Sub 3 within the meaning of Section 10(25) of the SITA.

Capital Proceeds paid by the Canadian JV

Pursuant to the Tax Rulings, the IRAS had agreed that the capital proceeds (including the Canadian JV Returns on Capital) receivable by Singapore Sub 3 from the Canadian JV on the redemption/return of capital held by Singapore Sub 3 in the Canadian JV will not be subject to tax in Singapore.

Taxation of Digital Core REIT Unitholders

Distributions out of tax-exempt dividends

Tax exempt dividends should not form part of the statutory income of the Trustee of Digital Core REIT and distributions made out of such non-taxable income should not be taxable in the hands of the Unitholders. Pursuant to the Tax Rulings, IRAS has agreed that the distributions receivable by the Unitholders from Digital Core REIT (payable out of the tax-exempt (one-tier) dividend income from Singapore Sub 1 and/or each Singapore Lending Sub and/or Singapore Sub 3) will not be subject to tax in Singapore.

Distributions out of capital gains

Capital gains should not form part of the statutory income of the Trustee of Digital Core REIT and distributions made out of such non-taxable income should not be taxable in the hands of the Unitholders. Hence, distributions made out of gains or profits arising from a disposal of any property of Digital Core REIT that have been determined to be capital gains should not be taxable in the hands of Unitholders.

Pursuant to the Tax Rulings, IRAS had agreed that the distribution of capital proceeds receivable by the Unitholders from Digital Core REIT, which are payable by Digital Core REIT out of capital returned by Singapore Sub 1, and/or each Singapore Lending Sub and/or Singapore Sub 3 (including any repayment of principal on any Shareholder Loan by Singapore Sub 3 to Digital Core REIT) will not be subject to tax in Singapore.

Gains from disposal of the Units

Singapore does not impose tax on capital gains. Therefore, gains on disposal of the Units that are capital in nature will not be subject to tax. However, such gains may be considered income in nature and subject to income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if the Unitholder did not intend to acquire and hold the Units as long-term investments.

Whether any gain from the sale of any of the Units is or is not derived from a trade or business has to be determined based on the totality of facts surrounding the acquisition, holding and disposal of the Units. Because of this, Unitholders are advised to consult their own professional advisers on the Singapore tax consequences that may apply to their individual circumstances.

Yours faithfully

Lim Pek Bur
Partner
For and on behalf of
Allen & Gledhill LLP

UNITED STATES

The Board of Directors
Digital Core REIT Management Pte. Ltd.
as Manager of Digital Core REIT
10 Collyer Quay,
#42-06 Ocean Financial Centre
Singapore 049315

Perpetual (Asia) Limited
(in its capacity as trustee of Digital Core REIT)
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981
29 November 2021

Dear Sirs

INDEPENDENT UNITED STATES TAXATION REPORT

This letter has been prepared at the request of Digital Core REIT Management Pte. Ltd (the “**Manager**”) for inclusion in the Prospectus to be issued in relation to the initial public offering of units in Digital Core REIT on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”).

The purpose of this letter is to provide an overview of certain U.S. federal income tax considerations relevant to a Non-U.S. Unitholder that purchases Units for cash in this offering. For purposes of this letter, a “**Non-U.S. Unitholder**” means a beneficial owner (other than a partnership or other pass-through entity) of our Units that is not, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident alien of the United States; (ii) a corporation or any other organisation taxable as a corporation for U.S. federal income tax purposes, created or organised in the United States or under the laws of the United States or of any state thereof or the District of Columbia or is otherwise taxable as a U.S. corporation pursuant to Sections 269B, 1504(d) and/or 7874 of the U.S. Tax Code; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust if (A) the trust is subject to the primary supervision of a U.S. court and all substantial decisions of the trust are controlled by one or more United States persons or (B) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person. This discussion does not address tax considerations relating to any U.S. persons purchasing Units or to any Cornerstone Investors.

The discussion in this letter does not address the tax treatment of partnerships (or other entities that are treated as partnerships, grantor trusts, or other pass-through entities for U.S. federal income tax purposes) or persons that hold their Units through partnerships, grantor trusts or such other pass-through entities. The tax treatment of a partner in a partnership or a holder of an interest in another pass-through entity that will hold our Units generally will depend upon the status of the partner or interest holder and the activities of the partner or interest holder and the partnership or other pass-through entity, as applicable. Such a partner or interest holder should consult his, her, or its tax adviser regarding the tax consequences of the purchase, ownership and disposition of our Units through a partnership or other pass-through entity, as applicable.

The discussion in this letter is based upon the provisions of the U.S. Tax Code, the U.S. Treasury regulations promulgated thereunder, judicial decisions, and published rulings, administrative procedures and other guidance of the IRS, all as in effect as of the date hereof. These authorities are subject to change and to differing interpretations, possibly with retroactive effect, which could result in U.S. federal income tax treatment different than the treatment summarised below. No ruling has been or is expected to be sought from the IRS with respect to the matters discussed below, and there can be no assurance that the IRS will not challenge the U.S. federal income tax treatment summarised below, or that any such challenge would not be sustained by a court.

This discussion assumes that Digital Core REIT is not directly or indirectly (including through subsidiaries that are treated as flow-through entities for U.S. federal income tax purposes) engaged, or treated as engaged, in a trade or business in the United States.

The discussion in this letter is not a complete analysis of all of the potential U.S. federal income tax consequences relating to the purchase, ownership, and disposition of our Units by Non-U.S. Unitholders, nor does it address any consequences under other U.S. federal tax laws, any tax consequences arising under any state, local, or non-U.S. tax laws, or the impact of any applicable tax treaty. In addition, this letter does not address tax consequences resulting from a Non-U.S. Unitholder's particular circumstances or to Non-U.S. Unitholders that may be subject to special tax rules, including, without limitation: a Non-U.S. Unitholder that has an office or a fixed place of business in the United States; a Non-U.S. Unitholder that is present in the United States for 183 days or more in a taxable year; a Non-U.S. Unitholder that is engaged in the conduct of a trade or business in the United States; non-U.S. governments, agencies or instrumentalities thereof, or entities they control; "controlled foreign corporations" and their shareholders; "passive foreign investment companies" and their shareholders; partnerships, grantor trusts or other entities that are treated as pass-through entities for U.S. federal income tax purposes, and their owners; corporations that accumulate earnings to avoid U.S. federal income tax; former citizens or former long-term residents of the United States (U.S. expatriates); banks, insurance companies or other financial institutions; tax-exempt pension funds or other tax-exempt organisations; persons who acquired our Units pursuant to the exercise of compensatory options or otherwise as compensation; tax-qualified retirement plans; traders, brokers or dealers in securities, commodities or currencies; persons who hold our Units as a position in a hedging transaction, wash sale, "straddle", "conversion transaction" or other risk reduction transaction or synthetic security; persons who do not hold our Units as a capital asset within the meaning of Section 1221 of the U.S. Tax Code (generally, property held for investment purposes); persons subject to special tax accounting rules as a result of any item of gross income with respect to our Units being taken into account in a financial statement; persons who own or have owned, or are deemed to own or to have owned, more than 5% of our Units, by value or voting power; or persons deemed to sell our Units under the constructive sale provisions of the U.S. Tax Code.

In preparing this letter, we have assumed that Digital Core REIT and each of its direct and indirect subsidiaries will be owned, organised and operated in accordance with their respective organisational documents. We have further assumed the initial and continuing truth, accuracy and completeness of the information set forth in the Prospectus and other information provided to us, including information regarding the expected operation of Digital Core REIT and each of its direct and indirect subsidiaries. If any of such information is inaccurate or incomplete for any reason, or if the transactions described in the Prospectus are consummated in a manner that is inconsistent with the manner contemplated therein, it could result in U.S. federal income tax treatment different than the treatment summarised below.

Prospective investors should consult their tax advisers regarding the particular U.S. federal income tax consequences to them of purchasing, owning and disposing of our Units, as well as any tax consequences arising under any state, local or non-U.S. tax laws, any other U.S. federal tax laws, and any applicable tax treaty. Prospective investors should also consult their tax advisers regarding the possible effects of changes in U.S. or other tax laws.

Capitalised terms used in this letter but not defined herein have the same meaning as defined in the Prospectus.

U.S. Federal Income Taxation of the Parent U.S. REIT

General

The Parent U.S. REIT intends to elect to be taxed as a U.S. REIT under Sections 856 through 860 of the U.S. Tax Code commencing with its initial taxable year ending 31 December 2021. The Parent U.S. REIT intends to be organized and to operate in a manner that will allow it to qualify for taxation as a U.S. REIT under the U.S. Tax Code commencing with such taxable year, and it intends to continue to be organized and operate in this manner. However, qualification and taxation as a U.S. REIT depend upon the Parent U.S. REIT's ability to meet the various qualification tests imposed under the U.S. Tax Code, including through actual operating results, asset composition, distribution levels and diversity of share ownership. Accordingly, no assurance can be given that the Parent U.S. REIT will be organized or will be able to operate in a manner so as to qualify or remain qualified as a U.S. REIT. See “– Failure to Qualify as a U.S. REIT” for potential tax consequences if the Parent U.S. REIT fails to qualify as a U.S. REIT.

Provided the Parent U.S. REIT qualifies for taxation as a U.S. REIT, it generally will not be required to pay U.S. federal corporate income taxes on its “REIT taxable income” (as defined in the U.S. Tax Code) that is currently distributed to its shareholders. This treatment substantially eliminates the “double taxation” that ordinarily results from investment in a corporation under Subchapter C of the U.S. Tax Code (a “**C corporation**”). A C corporation is a corporation that generally is required to pay tax at the corporate level. Double taxation means taxation once at the corporate level when income is earned and once again at the shareholder level when the income is distributed. The Parent U.S. REIT will, however, be required to pay U.S. federal income tax as follows:

- First, the Parent U.S. REIT will be required to pay regular U.S. federal corporate income tax on any undistributed REIT taxable income, including undistributed capital gain.
- Second, if the Parent U.S. REIT has (1) net income from the sale or other disposition of “foreclosure property” held primarily for sale to customers in the ordinary course of business or (2) other nonqualifying income from foreclosure property, it will be required to pay regular U.S. federal corporate income tax on this income. To the extent that income from foreclosure property is otherwise qualifying income for purposes of the 75% gross income test, this tax is not applicable. Subject to certain other requirements, foreclosure property generally is defined as property the Parent U.S. REIT acquired through foreclosure or after a default on a loan secured by the property or a lease of the property.
- Third, the Parent U.S. REIT will be required to pay a 100% tax on any net income from prohibited transactions. Prohibited transactions are, in general, sales or other taxable dispositions of property, other than foreclosure property, held as inventory or primarily for sale to customers in the ordinary course of business.
- Fourth, if the Parent U.S. REIT fails to satisfy the 75% gross income test or the 95% gross income test, as described below, but has otherwise maintained its qualification as a REIT because certain other requirements are met, it will be required to pay a tax equal to (1) the greater of (A) the amount by which it fails to satisfy the 75% gross income test and (B) the amount by which it fails to satisfy the 95% gross income test, multiplied by (2) a fraction intended to reflect its profitability.
- Fifth, if the Parent U.S. REIT fails to satisfy any of the asset tests (other than a *de minimis* failure of the 5% or 10% asset test), as described below, due to reasonable cause and not due to wilful neglect, and it nonetheless maintains its U.S. REIT qualification because of specified cure provisions, it will be required to pay a tax equal to the greater of US\$50,000 or the U.S. federal corporate income tax rate multiplied by the net income generated by the nonqualifying assets that caused it to fail such test.

- Sixth, if the Parent U.S. REIT fails to satisfy any provision of the U.S. Tax Code that would result in its failure to qualify as a U.S. REIT (other than a violation of the gross income tests or certain violations of the asset tests, as described below) and the violation is due to reasonable cause and not due to wilful neglect, it may retain its U.S. REIT qualification but it will be required to pay a penalty of US\$50,000 for each such failure.
- Seventh, the Parent U.S. REIT will be required to pay a 4% excise tax to the extent it fails to distribute during each calendar year at least the sum of (1) 85% of its ordinary income for the year, (2) 95% of its capital gain net income for the year, and (3) any undistributed taxable income from prior periods.
- Eighth, if the Parent U.S. REIT acquires any asset from a corporation that is or has been a C corporation in a transaction in which the Parent U.S. REIT's tax basis in the asset is less than the fair market value of the asset, in each case determined as of the date on which it acquired the asset, and the Parent U.S. REIT subsequently recognizes gain on the disposition of the asset during the five-year period beginning on the date on which it acquired the asset, then it generally will be required to pay regular U.S. federal corporate income tax on this gain to the extent of the excess of (1) the fair market value of the asset over (2) the Parent U.S. REIT's adjusted tax basis in the asset, in each case determined as of the date on which it acquired the asset. The results described in this paragraph with respect to the recognition of gain assume that the C corporation will refrain from making an election to receive different treatment under applicable U.S. Treasury regulations on its tax return for the year in which the Parent U.S. REIT acquires the asset from the C corporation. Under applicable U.S. Treasury regulations, any gain from the sale of property the Parent U.S. REIT acquired in an exchange under Section 1031 (a like-kind exchange) or Section 1033 (an involuntary conversion) of the U.S. Tax Code generally is excluded from the application of this built-in gains tax.
- Ninth, the Parent U.S. REIT's subsidiaries that are C corporations, including its "taxable REIT subsidiaries" described below, generally will be required to pay regular U.S. federal corporate income tax on their earnings.
- Tenth, the Parent U.S. REIT will be required to pay a 100% tax on any "redetermined rents", "redetermined deductions", "excess interest" or "redetermined TRS service income". In general, redetermined rents are rents from real property that are overstated as a result of services furnished to any of the Parent U.S. REIT's tenants by a taxable REIT subsidiary of the Parent U.S. REIT. Redetermined deductions and excess interest generally represent amounts that are deducted by a taxable REIT subsidiary of the Parent U.S. REIT for amounts paid to the Parent U.S. REIT that are in excess of the amounts that would have been deducted based on arm's length negotiations. Redetermined TRS service income generally represents income of a taxable REIT subsidiary that is understated as a result of services provided to the Parent U.S. REIT or on its behalf.
- Eleventh, the Parent U.S. REIT may elect to retain and pay income tax on its net capital gain. In that case, a shareholder of the Parent U.S. REIT would include its proportionate share of the Parent U.S. REIT's undistributed capital gain (to the extent the Parent U.S. REIT makes a timely designation of such gain to the shareholder) in its income, would be deemed to have paid the tax that the Parent U.S. REIT paid on such gain, and would be allowed a credit for its proportionate share of the tax deemed to have been paid, and an adjustment would be made to increase the tax basis of the shareholder in the Parent U.S. REIT's capital stock.
- Twelfth, if the Parent U.S. REIT fails to comply with the requirement to send annual letters to its shareholders holding at least a certain percentage of its shares, as determined under applicable U.S. Treasury regulations, requesting information regarding the actual ownership of its shares, and the failure is not due to reasonable cause or is due to wilful neglect, it will be subject to a US\$25,000 penalty, or if the failure is intentional, a US\$50,000 penalty.

The Parent U.S. REIT and its subsidiaries may be subject to a variety of taxes other than U.S. federal income tax, including payroll taxes and state and local income, property and other taxes on their assets and operations.

Requirements for Qualification as a U.S. REIT

The U.S. Tax Code defines a U.S. REIT as a corporation, trust or association:

- (1) that is managed by one or more trustees or directors;
- (2) that issues transferable shares or transferable certificates to evidence its beneficial ownership;
- (3) that would be taxable as a U.S. corporation, but for Sections 856 through 860 of the U.S. Tax Code;
- (4) that is not a financial institution or an insurance company within the meaning of certain provisions of the U.S. Tax Code;
- (5) that is beneficially owned by 100 or more persons;
- (6) not more than 50% in value of the outstanding shares of which is owned, actually or constructively, by five or fewer individuals, including certain specified entities, during the last half of each taxable year; and
- (7) that meets other tests, described below, regarding the nature of its income and assets and the amount of its distributions.

The U.S. Tax Code provides that conditions (1) to (4), inclusive, must be met during the entire taxable year and that condition (5) must be met during at least 335 days of a taxable year of 12 months, or during a proportionate part of a taxable year of less than 12 months. Conditions (5) and (6) do not apply until after the first taxable year for which an election is made to be taxed as a U.S. REIT. The Parent U.S. REIT will issue to more than 100 individuals preferred shares that are subject to certain transfer restrictions to ensure compliance with condition (5). These individuals will be unrelated to the Sponsor and to Digital Core REIT. For purposes of condition (6), the term “individual” includes a supplemental unemployment compensation benefit plan, a private foundation or a portion of a trust permanently set aside or used exclusively for charitable purposes, but generally does not include a qualified pension plan or profit sharing trust. To help comply with condition (6), the Trust Deed generally restricts transfers of Units that would otherwise result in concentrated ownership positions. See “Important Notice Regarding the Ownership of Units – Restriction on ownership of Units in excess of 9.8% of the outstanding Units” for further details.

Income Tests

The Parent U.S. REIT must satisfy two gross income requirements annually to maintain its qualification as a U.S. REIT. First, in each taxable year it must derive directly or indirectly at least 75% of its gross income (excluding gross income from prohibited transactions, certain hedging transactions and certain foreign currency gains) from investments relating to real property or mortgages on real property, including “rents from real property”, dividends from other U.S. REITs and, in certain circumstances, interest, or certain types of temporary investments. Second, in each taxable year the Parent U.S. REIT must derive at least 95% of its gross income (excluding gross income from prohibited transactions, certain hedging transactions and certain foreign currency gains) from the real property investments described above or dividends, interest and gain from the sale or disposition of shares or securities, or from any combination of the foregoing. For these purposes, the term “interest” generally does not include any amount received or accrued, directly

or indirectly, if the determination of all or some of the amount depends in any way on the income or profits of any person. However, an amount received or accrued generally will not be excluded from the term “interest” solely by reason of being based on a fixed percentage or percentages of receipts or sales.

Rents the Parent U.S. REIT receives from a tenant will qualify as “rents from real property” for the purpose of satisfying the gross income requirements for a U.S. REIT described above only if all of the following conditions are met:

- The amount of rent is not based in whole or in part on the income or profits of any person. However, an amount the Parent U.S. REIT receives or accrues generally will not be excluded from the term “rents from real property” solely because it is based on a fixed percentage or percentages of receipts or sales or if it is based on the net income of a tenant which derives substantially all of its income with respect to such property from subleasing of substantially all of such property, to the extent that the rents paid by the subtenants would qualify as rents from real property if the Parent U.S. REIT earned such amounts directly;
- Neither the Parent U.S. REIT nor an actual or constructive owner of 10% or more of its capital stock actually or constructively owns 10% or more of the interests in the assets or net profits of a non-corporate tenant, or, if the tenant is a corporation, 10% or more of the total combined voting power of all classes of stock entitled to vote or 10% or more of the total value of all classes of stock of the tenant. Rents the Parent U.S. REIT receives from such a tenant that is a taxable REIT subsidiary of the Parent U.S. REIT, however, will not be excluded from the definition of “rents from real property” as a result of this condition if at least 90% of the space at the property to which the rents relate is leased to third parties, and the rents paid by the taxable REIT subsidiary are substantially comparable to rents paid by the Parent U.S. REIT’s other tenants for comparable space. Whether rents paid by a taxable REIT subsidiary are substantially comparable to rents paid by other tenants is determined at the time the lease with the taxable REIT subsidiary is entered into, extended, and modified, if such modification increases the rents due under such lease. Notwithstanding the foregoing, however, if a lease with a “controlled taxable REIT subsidiary” is modified and such modification results in an increase in the rents payable by such taxable REIT subsidiary, any such increase will not qualify as “rents from real property”. For purposes of this rule, a “controlled taxable REIT subsidiary” is a taxable REIT subsidiary in which the Parent U.S. REIT owns shares possessing more than 50% of the voting power or more than 50% of the total value of the outstanding shares of such taxable REIT subsidiary;
- Rent attributable to personal property, leased in connection with a lease of real property, is not greater than 15% of the total rent received under the lease. If this condition is not met, then the portion of the rent attributable to personal property will not qualify as “rents from real property”. To the extent that rent attributable to personal property, leased in connection with a lease of real property, exceeds 15% of the total rent received under the lease, the Parent U.S. REIT may transfer a portion of such personal property to a taxable REIT subsidiary; and
- The Parent U.S. REIT generally may not operate or manage the property or furnish or render services to its tenants, subject to a 1% *de minimis* exception and certain other exceptions. The Parent U.S. REIT may, however, perform services that are “usually or customarily rendered” in connection with the rental of space for occupancy only and are not otherwise considered “rendered to the occupant” of the property. Examples of these services include the provision of light, heat, or other utilities, trash removal and general maintenance of common areas. In addition, the Parent U.S. REIT may employ an independent contractor from whom it derives no revenue to provide customary services to its tenants, or a taxable REIT subsidiary (which may be wholly or partially owned by the Parent U.S. REIT) to provide both customary and non-customary services to its tenants, without causing the rent it receives from those tenants to fail to qualify as “rents from real property”.

If the Parent U.S. REIT fails to satisfy one or both of the 75% or 95% gross income tests for any taxable year, it may nevertheless qualify as a U.S. REIT for the year if it is entitled to relief under certain provisions of the U.S. Tax Code. The Parent U.S. REIT generally may make use of the relief provisions if:

- following its identification of the failure to meet the 75% or 95% gross income tests for any taxable year, it files a schedule with the IRS setting forth each item of its gross income for purposes of the 75% or 95% gross income tests for such taxable year in accordance with U.S. Treasury regulations to be issued; and
- its failure to meet these tests was due to reasonable cause and not due to wilful neglect.

It is not possible, however, to state whether in all circumstances the Parent U.S. REIT would be entitled to the benefit of these relief provisions. For example, if the Parent U.S. REIT fails to satisfy the gross income tests because nonqualifying income that it intentionally accrues or receives exceeds the limits on nonqualifying income, the IRS could conclude that its failure to satisfy the tests was not due to reasonable cause. If these relief provisions do not apply to a particular set of circumstances, the Parent U.S. REIT will not qualify as a U.S. REIT. See “– Failure to Qualify as a U.S. REIT” below. As discussed above in “– General”, even if these relief provisions apply, and the Parent U.S. REIT retains its status as a U.S. REIT, a tax would be imposed with respect to its nonqualifying income. The Parent U.S. REIT may not always be able to comply with the gross income tests for U.S. REIT qualification despite periodic monitoring of its income.

Asset Tests

At the close of each calendar quarter of its taxable year, the Parent U.S. REIT must also satisfy certain tests relating to the nature and diversification of its assets. First, at least 75% of the value of the Parent U.S. REIT’s total assets must be represented by real estate assets, cash, cash items and U.S. government securities. For purposes of this test, the term “real estate assets” generally means real property (including interests in real property and interests in mortgages on real property or on both real property and, to a limited extent, personal property), shares (or transferable certificates of beneficial interest) in other U.S. REITs, any stock or debt instrument attributable to the investment of the proceeds of a stock offering or a public offering of debt with a term of at least five years (but only for the one-year period beginning on the date the Parent U.S. REIT receives such proceeds), debt instruments of publicly offered U.S. REITs, and personal property leased in connection with a lease of real property for which the rent attributable to personal property is not greater than 15% of the total rent received under the lease.

Second, not more than 25% of the value of the Parent U.S. REIT’s total assets may be represented by securities (including securities of taxable REIT subsidiaries), other than those securities includable in the 75% asset test.

Third, of the investments included in the 25% asset class, and except for certain investments in other U.S. REITs and the Parent U.S. REIT’s taxable REIT subsidiaries, the value of any one issuer’s securities may not exceed 5% of the value of the Parent U.S. REIT’s total assets, and the Parent U.S. REIT may not own more than 10% of the total vote or value of the outstanding securities of any one issuer. Certain types of securities the Parent U.S. REIT may own are disregarded as securities solely for purposes of the 10% value test, including, but not limited to, securities satisfying the “straight debt” safe harbour, securities issued by a partnership that itself would satisfy the 75% income test if it were a U.S. REIT, any loan to an individual or an estate, any obligation to pay rents from real property and any security issued by a U.S. REIT. In addition, solely for purposes of the 10% value test, the determination of the Parent U.S. REIT’s interest in the assets of a partnership in which the Parent U.S. REIT owns an interest will be based on its proportionate interest in any securities issued by the partnership, excluding for this purpose certain securities described in the U.S. Tax Code.

Fourth, not more than 20% of the value of the Parent U.S. REIT's total assets may be represented by the securities of one or more taxable REIT subsidiaries. The Parent U.S. REIT may own interests in one or more companies that will elect, together with the Parent U.S. REIT, to be treated as its taxable REIT subsidiaries. So long as each of these companies qualifies as a taxable REIT subsidiary of the Parent U.S. REIT, then the Parent U.S. REIT will not be subject to the 5% asset test, the 10% voting securities limitation or the 10% value limitation with respect to its ownership of the securities of such companies.

Fifth, not more than 25% of the value of the Parent U.S. REIT's total assets may be represented by debt instruments of publicly offered U.S. REITs to the extent those debt instruments would not be real estate assets but for the inclusion of debt instruments of publicly offered U.S. REITs in the meaning of real estate assets, as described above (e.g., a debt instrument issued by a publicly offered U.S. REIT that is not secured by a mortgage on real property).

The Parent U.S. REIT is expected to satisfy the above asset tests on a continuing basis beginning with its first taxable year that it intends to qualify as a U.S. REIT. If the Parent U.S. REIT fails to satisfy any of the above asset tests, it may nevertheless qualify as a U.S. REIT for such year if it is entitled to relief under certain provisions of the U.S. Tax Code. As discussed above in "– General", even if these relief provisions were to apply, a tax would be imposed.

Annual Distribution Requirements

To maintain its qualification as a U.S. REIT, the Parent U.S. REIT is required to distribute dividends, other than capital gain dividends, to its shareholders each year in an amount at least equal to the sum of:

- 90% of its REIT taxable income; and
- 90% of its after-tax net income, if any, from foreclosure property; minus
- the excess of the sum of certain items of non-cash income over 5% of its REIT taxable income.

For these purposes, the REIT taxable income of the Parent U.S. REIT is computed without regard to the dividends paid deduction and the Parent U.S. REIT's net capital gain. In addition, for purposes of this test, non-cash income generally means income attributable to levelled stepped rents, original issue discount, cancellation of indebtedness, or a like-kind exchange that is later determined to be taxable.

Under some circumstances, the Parent U.S. REIT may be able to rectify an inadvertent failure to meet the 90% distribution requirement for a year by paying "deficiency dividends" to its shareholders in a later year, which may be included in its deduction for dividends paid for the earlier year. In that case, the Parent U.S. REIT may be able to avoid being taxed on amounts distributed as deficiency dividends, subject to the 4% excise tax described below. However, the Parent U.S. REIT will be required to pay interest to the IRS based upon the amount of any deduction claimed for deficiency dividends. While the payment of a deficiency dividend will apply to a prior year for purposes of the Parent U.S. REIT's distribution requirements, such payment will be treated as an additional distribution to the Parent U.S. REIT's shareholders in the year such dividend is paid. In addition, if a dividend the Parent U.S. REIT has paid is treated as a preferential dividend, in lieu of treating the dividend as not counting toward satisfying the 90% distribution requirement, the IRS may provide a remedy to cure such failure if the IRS determines that such failure is (or is of a type that is) inadvertent or due to reasonable cause and not due to wilful neglect.

Furthermore, the Parent U.S. REIT will be required to pay a 4% excise tax to the extent it fails to distribute during each calendar year at least the sum of 85% of its ordinary income for such year, 95% of its capital gain net income for the year and any undistributed taxable income from prior periods. Any ordinary income and net capital gain on which U.S. federal corporate income tax is imposed for any year is treated as an amount distributed during that year for purposes of calculating this excise tax.

If the Parent U.S. REIT does not have cash available for distribution, Singapore Sub 1 may receive a consent dividend in excess of any actual distribution of cash or other property that it receives from the Parent U.S. REIT. A consent dividend will be treated for U.S. federal income tax purposes in all respects as a regular dividend paid by the Parent U.S. REIT and received by Singapore Sub 1, except that no cash will be distributed in respect of the consent dividend. Following a consent dividend, the amount deemed distributed less any amounts withheld (as discussed below) will be treated as though it were contributed back to the Parent U.S. REIT by Singapore Sub 1. Alternatively, the Parent U.S. REIT may borrow funds to satisfy the distribution requirements. Certain U.S. states or other jurisdictions in which the Parent U.S. REIT or its subsidiaries operate may have different rules with respect to such consent dividends.

Failure to Qualify as a U.S. REIT

If the Parent U.S. REIT discovers a violation of a provision of the U.S. Tax Code that would result in its failure to qualify as a U.S. REIT, certain specified cure provisions may be available. Except with respect to violations of the gross income tests and asset tests (for which the cure provisions are described above), and provided the violation is due to reasonable cause and not due to wilful neglect, these cure provisions generally impose a US\$50,000 penalty for each violation in lieu of a loss of U.S. REIT status. If the Parent U.S. REIT fails to satisfy the requirements for taxation as a U.S. REIT in any taxable year, and the relief provisions do not apply, it will be required to pay regular U.S. federal corporate income tax on its taxable income. Distributions to shareholders in any year in which it fails to qualify as a U.S. REIT will not be deductible by the Parent U.S. REIT. As a result, the failure of the Parent U.S. REIT to qualify as a U.S. REIT would reduce the cash available for distribution to its shareholders. In addition, if the Parent U.S. REIT fails to qualify as a U.S. REIT, it will not be required to distribute any amounts to its shareholders and all distributions to shareholders will be taxable as regular corporate dividends to the extent of its current and accumulated earnings and profits. Unless entitled to relief under specific statutory provisions, the Parent U.S. REIT would also be ineligible to elect to be treated as a U.S. REIT for the four taxable years following the year for which the Parent U.S. REIT loses its qualification. It is not possible to state whether in all circumstances the Parent U.S. REIT would be entitled to this statutory relief.

Other Tax Considerations

The Parent U.S. REIT may also be subject to franchise, income or property taxation by state or local jurisdictions. State and local tax consequences may not be comparable to the U.S. federal income tax consequences discussed above.

U.S. Federal Income Taxation of Non-U.S. Unitholders on Disposition of Units

Gain on a sale or other taxable disposition of Units by a Non-U.S. Unitholder generally will not be subject to U.S. federal income taxation unless (i) the Non-U.S. Unitholder's investment in the Units is effectively connected with its conduct of a trade or business in the United States (and, if provided by an applicable income tax treaty, is attributable to a permanent establishment or fixed base the Non-U.S. Unitholder maintains in the United States), (ii) the Non-U.S. Unitholder is present in the United States for 183 days or more in the taxable year of the sale and other specified conditions are met, or (iii) the Non-U.S. Unitholder is subject to U.S. federal income tax pursuant to the provisions of the U.S. tax law applicable to U.S. expatriates.

If the gain on the sale of Units were subject to U.S. federal income taxation, the Non-U.S. Unitholder would generally recognize gain or loss equal to the difference between the amount realized and the Non-U.S. Unitholder's adjusted basis in its Units that are sold or exchanged. This gain or loss would be capital gain or loss and would be long-term capital gain or loss if the Non-U.S. Unitholder's holding period in its Units exceeds one year. In addition, a corporate Non-U.S. Unitholder may be subject to the branch profits tax under Section 884 of the U.S. Tax Code.

U.S. Federal Income Taxation of Distributions from Parent U.S. REIT to Singapore Sub 1

A distribution by the Parent U.S. REIT to Singapore Sub 1 (which has filed or will timely file an election to confirm its classification as a corporation for U.S. federal income tax purposes) that is not attributable to gain from the sale or exchange of a "United States real property interest" (as defined in the U.S. Tax Code) and that is not designated as a capital gain dividend, including a deemed distribution such as a consent dividend, will be treated as an ordinary income dividend to the extent that it is made out of current or accumulated earnings and profits. A distribution of this type will generally be subject to U.S. federal income tax and withholding at a rate of 30%. Because the Parent U.S. REIT cannot determine its current and accumulated earnings and profits until the end of its taxable year, if the Parent U.S. REIT believes there may be current earnings and profits for a year in which distributions are made to Singapore Sub 1, withholding at the rate of 30% will generally be imposed on the gross amount of any distribution to Singapore Sub 1 that the Parent U.S. REIT makes and does not designate as a capital gain dividend. Notwithstanding such withholding, distributions in excess of Parent U.S. REIT's current and accumulated earnings and profits should generally be treated as a non-taxable return of capital to the extent that they do not exceed Singapore Sub 1's adjusted basis in its Parent U.S. REIT shares, and the non-taxable return of capital will reduce the adjusted basis in those shares. Singapore Sub 1 may seek a refund from the IRS of amounts withheld on distributions to it in excess of the Parent U.S. REIT's current and accumulated earnings and profits, provided that the applicable withholding agent has properly deposited the withheld tax with the IRS.

For any year in which the Parent U.S. REIT qualifies as a U.S. REIT, distributions that are attributable to gain from the sale or exchange of a United States real property interest will be taxed to Singapore Sub 1 as if these distributions were gains effectively connected with a trade or business in the United States conducted by Singapore Sub 1. Accordingly, Singapore Sub 1 (i) will be taxed on these amounts at the normal tax rates applicable to a U.S. corporation, (ii) will be required to file a U.S. federal income tax return reporting these amounts, even if applicable withholding is imposed as described below, and (iii) may owe the 30% branch profits tax under Section 884 of the U.S. Tax Code in respect of these amounts. The 30% branch profits tax will not apply to distributions of proceeds from the sale of the equity interests of a Springing REIT (a subsidiary that has properly elected to be a U.S. REIT) by the Parent U.S. REIT. There can be no assurance the Parent U.S. REIT will be able to successfully dispose of one or more Springing REITs, and it may not be possible for the Parent U.S. REIT to avoid application of the branch profits tax in any such sale scenario. The Parent U.S. REIT will be required to withhold tax from distributions to Singapore Sub 1, and remit to the IRS, 21% of the maximum amount of any such distribution that could be designated as a capital gain dividend. The amount of any tax withheld will be creditable against Singapore Sub 1's U.S. federal income tax liability, and Singapore Sub 1 may file for a refund from the IRS of any amount of withheld tax in excess of that tax liability, provided that the applicable withholding agent has properly deposited the withheld tax with the IRS.

Allocations by Digital Core REIT to a Non-U.S. Unitholder attributable to distributions received from Singapore Sub 1 generally will not be subject to U.S. federal income taxation unless (i) the Non-US Unitholder's investment in the Units is effectively connected with its conduct of a trade or business in the United States (and, if provided by an applicable income tax treaty, is attributable to a permanent establishment or fixed base the Non-U.S. Unitholder maintains in the United States) or (ii) the Non-U.S. Unitholder is subject to U.S. federal income tax pursuant to the provisions of the U.S. tax law applicable to U.S. expatriates.

US Federal Income Taxation of Interest Payments from the Parent U.S. REIT to Singapore Sub 2

Considerations Affecting Non-U.S. Unitholders

Singapore Sub 2 is expected to be disregarded as separate from Digital Core REIT for U.S. federal income tax purposes pursuant to an entity classification election filed or to be timely filed with the IRS. Interest payments to Singapore Sub 2 will therefore be treated as being received by Digital Core REIT. As discussed below, Digital Core REIT expects to be treated as a partnership for U.S. federal income tax purposes. As such, each Non-U.S. Unitholder will be required to take into account for U.S. federal income tax purposes its allocable share of interest payments from the Parent U.S. REIT.

A Non-U.S. Unitholder's share of interest payments from the Parent U.S. REIT to Singapore Sub 2 attributable to the loan from Singapore Sub 2 should not be subject to the 30% U.S. federal withholding tax that generally applies to payments of U.S. source interest if the interest qualifies as "portfolio interest". The interest should qualify as portfolio interest with respect to any Non-US Unitholder not engaged in a U.S. trade or business provided that (i) the beneficial owner does not actually or constructively own 10% or more of the total combined voting power of all classes of shares of the Parent U.S. REIT entitled to vote, (ii) the beneficial owner is not a controlled foreign corporation to which Parent U.S. REIT is a "related person" within the meaning of the U.S. Tax Code, and (iii) the beneficial owner has timely provided a statement signed under penalties of perjury that includes its name and address and certifies that it is not a "United States person" in compliance with applicable requirements, on an applicable IRS Form W-8. In addition to providing an IRS Form W-8, to avoid withholding on its share of interest payments, each Non-U.S. Unitholder must provide Digital Core REIT with a U.S. Tax Compliance Certificate in the form set forth in Appendix I.

A Non-U.S. Unitholder's share of any interest received by Singapore Sub 2 that does not qualify as portfolio interest will generally be subject to U.S. federal income tax and withholding at a rate of 30% (or a lower applicable tax treaty rate) unless the interest is allocable to (i) a Non-US Unitholder whose investment in the Units is effectively connected with its conduct of a trade or business in the United States or (ii) a Unitholder that is a United States person. Such Unitholders will be subject to tax with respect to interest from the Parent U.S. REIT as ordinary income, and a corporate Non-US Unitholder may be subject to the branch profits tax under Section 884 of the U.S. Tax Code.

Considerations Affecting the Parent U.S. REIT

There are limitations on the amount of deductible interest expense for the Parent U.S. REIT in numerous circumstances. For example, (i) interest is only deductible when actually paid in cash, (ii) the loan from Singapore Sub 2 must be treated as debt for U.S. tax purposes, (iii) if the interest rate exceeds certain thresholds, a portion may be deferred or permanently non-deductible, and (iv) certain U.S. tax rules more fully described below may limit the deductibility of interest payments.

In addition, because various entities including Singapore Sub 2 and the Parent U.S. REIT are under common control, the IRS could seek to reallocate gross income and deductions between Singapore Sub 2 and the Parent U.S. REIT if it determines that the rate of interest charged is not at arm's length. In order to prevent such reallocation, the Parent U.S. REIT intends to comply with the transfer pricing regulations applicable to interest payable to Singapore Sub 2. In addition, the Parent U.S. REIT intends to comply with current guidance to ensure that the loans from Singapore Sub 2 are respected as debt for U.S. federal income tax purposes.

Section 267A of the U.S. Tax Code provides that no deduction shall be allowed for any disqualified related party amount paid or accrued pursuant to a hybrid transaction or by, or to, a hybrid entity. A “disqualified related party amount” includes any interest paid or accrued to a related party to the extent that (i) such amount is not included in the income of such related party under the tax law of the country of which such related party is a resident for tax purposes or is subject to tax, or (ii) such related party is allowed a deduction with respect to such amount under the tax law of such country. A “hybrid transaction” includes any transaction, series of transactions, agreement, or instrument one or more payments with respect to which are treated as interest for U.S. federal income tax purposes and which are not so treated for purposes of the tax law of the foreign country of which the recipient of such interest payment is resident for tax purposes or is subject to tax. U.S. Treasury regulations promulgated under Section 267A of the U.S. Tax Code address certain related party payments or accruals of interest for U.S. tax purposes that involve hybrid arrangements (generally, arrangements that exploit differences under U.S. and foreign tax laws between the tax characterisation of an entity as transparent or opaque or differences in the treatment of income from financial instruments or other transactions) or similar arrangements involving branches. It is expected that such U.S. Treasury regulations will likely not operate to deny the Parent U.S. REIT’s interest deduction in respect of interest paid to Singapore Sub 2.

Except as provided below, a taxpayer’s deduction for net business interest expense will generally be limited to 30% of its taxable income, as adjusted for certain items of income, gain, deduction or loss. Any business interest deduction that is disallowed due to this limitation may be carried forward to future taxable years, subject to special rules applicable to partnerships. If the Parent U.S. REIT or any of its subsidiary partnerships are subject to this interest expense limitation, the Parent U.S. REIT’s REIT taxable income for a taxable year may be increased. Taxpayers that conduct certain real estate businesses may elect not to have this interest expense limitation apply to them, provided that they use an alternative depreciation system to depreciate certain property. We have been informed that the Manager believes the Parent U.S. REIT or any of its subsidiary partnerships that are subject to this interest expense limitation will be eligible to make this election. If such election is made, although the Parent U.S. REIT or such subsidiary partnership, as applicable, would not be subject to the interest expense limitation described above, depreciation deductions may be reduced and, as a result, the Parent U.S. REIT’s REIT taxable income for a taxable year may be increased.

Classification of Digital Core REIT as a Partnership for U.S. Federal Income Tax Purposes

Although Digital Core REIT will be organised as a trust in Singapore, it has elected or will timely elect to be treated as a partnership for U.S. federal income tax purposes. While publicly traded partnerships are generally taxable as corporations under applicable U.S. tax rules, an exception exists with respect to a publicly traded partnership that would not be a regulated investment company were it organised as a U.S. corporation and of which 90% or more of the gross income for every taxable year consists of “qualifying income”. Qualifying income includes, among other things, income and gains derived from (i) interest (other than interest from a financial business or that would be excluded as “interest” under the rules applicable to U.S. REITs), (ii) dividends, (iii) the sale of real property, (iv) the sale or other disposition of capital assets that otherwise produce qualifying income, and (v) “rents from real property” (as that term is defined for purposes of the rules applicable to U.S. REITs, with certain modifications). Digital Core REIT expects it will meet these requirements and therefore expects to be taxable as a partnership for U.S. federal income tax purposes.

Digital Core REIT as a Withholding Foreign Partnership

Digital Core REIT will enter into an agreement with the IRS to be a withholding foreign partnership (“WFP”) for U.S. federal income tax purposes. Under the agreement, Digital Core REIT intends to assume primary withholding responsibility with respect to distributions it makes to Non-U.S. Unitholders.

As a WFP, Digital Core REIT must agree to assume certain obligations, including applying the appropriate U.S. withholding tax amounts to all Non-U.S. Unitholders. The Parent U.S. REIT will generally pay all interest to Singapore Sub 2 without reduction for any U.S. withholding taxes. Similarly, Singapore Sub 1 and Singapore Sub 2 will generally make all distributions to Digital Core REIT without reduction for any U.S. withholding taxes. Digital Core REIT will then be required to apply the appropriate amount of U.S. withholding tax based on the type of income received and the tax status of the Non-U.S. Unitholders. Digital Core REIT may be liable for any under-withholding.

FATCA

Non-U.S. financial institutions and other non-U.S. entities are subject to diligence and reporting requirements for purposes of identifying accounts and investments held directly or indirectly by United States persons. The failure to comply with these additional information reporting, certification and other requirements could result in a 30% withholding tax on applicable payments to non-United States persons. Pursuant to the Singapore IGA Legislation, CDP and CDP depository agents may be required to withhold 30% of the gross amount of “withholdable payments” (generally allocable shares of income and proceeds from the sale or other disposition of interests, as defined in the U.S. Tax Code) paid or deemed paid to a financial institution (as defined for FATCA purposes) outside the United States (“**FFI**”) or to a non-financial foreign entity, unless (i) the FFI undertakes specified diligence and reporting obligations regarding ownership of its accounts by United States persons or (ii) the non-financial foreign entity either certifies that it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner, respectively. FFIs located in jurisdictions that have an intergovernmental agreement with the United States with respect to these requirements may be subject to different rules. The U.S. Department of the Treasury has issued proposed U.S. Treasury regulations that, among other things, eliminate the obligation to withhold on gross proceeds from the sale of certain types of property and defer withholding on “foreign pass-thru payments” until two years after the effective date of the final U.S. Treasury regulations defining the term “foreign pass-thru payment”. Non-U.S. Unitholders should consult with their tax adviser regarding foreign account tax compliance.

Partnership Audit Procedures

The IRS may audit the federal income tax information returns filed by Digital Core REIT (if any). Under currently applicable U.S. federal audit procedures for partnerships, if the IRS makes audit adjustments to Digital Core REIT’s income tax information returns, it may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from Digital Core REIT. Generally, instead of paying any taxes itself, Digital Core REIT may elect to have any adjustments to its taxable income passed through to those persons who held Units during the tax year under audit in proportion to their unitholdings in Digital Core REIT during the tax year under audit, but there can be no assurance that such election will be available or effective in all circumstances. If Digital Core REIT does not or is unable to make this election, then the Unitholders at the time of the audit may economically bear some or all of the tax liability resulting from such audit adjustment, even if such Unitholders did not own Units during the tax year under audit. If, as a result of any such audit adjustments, Digital Core REIT is required to make payments of taxes, penalties and interest, its cash available for distribution to Unitholders might be reduced.

Sincerely,

Ana O’Brien
Partner
Latham & Watkins LLP

CANADA

The Board of Directors
Digital Core REIT Management Pte. Ltd.
as Manager of Digital Core REIT
10 Collyer Quay,
#42-06 Ocean Financial Centre
Singapore 049315

Perpetual (Asia) Limited
(in its capacity as trustee of Digital Core REIT)
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981
29 November 2021

Dear Sirs

INDEPENDENT CANADA TAXATION REPORT

This letter has been prepared at the request of Digital Core REIT Management Pte. Ltd for inclusion in the Prospectus to be issued in relation to the initial public offering of units in Digital Core REIT on the Singapore Exchange Securities Trading Limited.

The purpose of this letter is to provide a general summary of the principal Canadian federal income tax consequences under the *Income Tax Act* (Canada) (the “**Canadian Tax Act**”) and the regulations thereunder generally applicable to a prospective Unitholder, as of the date hereof, of holding and disposing of Units acquired by such Unitholder as the original purchaser and beneficial owner pursuant to this Prospectus, and who, at all relevant times, is not resident or deemed to be resident in Canada for purposes of the Tax Act or any applicable income tax treaty, and does not acquire Units in connection with a business carried on, or deemed to be carried on, in Canada. Special rules, which are not discussed in this letter, may apply to a “registered non-resident insurer” or an “authorised foreign bank”, both within the meaning of the Tax Act.

This letter is based on the current provisions of the Tax Act, the regulations thereunder (the “**Regulations**”), all specific proposals to amend the Tax Act or the Regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof (the “**Proposed Amendments**”) and the current published administrative policies and assessing practices of the Canada Revenue Agency (“**CRA**”). There can be no assurance that the Proposed Amendments will be enacted in their current form or at all. This letter does not otherwise take into account or anticipate any changes in law, whether by judicial, administrative or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ from those described. This letter is not exhaustive of all possible Canadian federal income tax consequences that may affect Unitholders.

This letter is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Unitholders, and no representation with respect to the Canadian federal income tax consequences to any particular Investor is made. Consequently, prospective purchasers of Units are advised to consult their own tax advisers with respect to their particular circumstances.

Capitalised terms used in this letter but not defined herein have the same meaning as defined in the Prospectus.

Canadian Taxation of Digital Gough LLC

Digital Gough LLC (the “**Canadian JV**”) is treated as a non-resident corporation for purposes of the Canadian Tax Act. The Canadian JV holds (through the Canadian SPE, as nominee) real property in Ontario, Canada, and will be considered to carry on business in the province of Ontario, Canada for purposes of the Canadian Tax Act. The Canadian JV will be subject to Canadian federal and provincial income tax on taxable income earned in Ontario, Canada at the combined federal and provincial general corporate tax rate of 26.5%. The Canadian JV will be required to file a Canadian income tax return for each taxation year that it carries on business in Canada, even if no federal or provincial tax is payable for the taxation year. Withholding tax will not be payable on dividends distributed by the Canadian JV to the holders of membership interests in the Canadian JV.

In addition to Canadian federal and provincial income tax, the Canadian JV will be subject to “branch profits tax” under Part XIV of the Canadian Tax Act. The “branch profits tax” will require the Canadian JV to pay a tax of 25% on the after-tax income earned in Canada that is distributed to Singapore Sub 3 or the Sponsor and not reinvested by the Canadian JV in the Canadian business. A portion of the “branch profits tax payable” by the Canadian JV may be reduced to 5% under the Canada-U.S. Income Tax Treaty to the extent the membership interests in the Canadian JV are held directly or indirectly through one or more fiscally transparent entities by corporations resident in the United States and entitled to benefits under the Canada-U.S. Income Tax Treaty.

Dispositions of Taxable Canadian Property

Dispositions of the Canadian real property held by the Canadian JV, or dispositions of membership interests in the Canadian JV held by Singapore Sub 3, or the Sponsor, and dispositions of the shares of Singapore Sub 3 by Digital Core REIT, will be considered dispositions of “taxable Canadian property”. In general terms, “taxable Canadian property” includes, among other things: (i) Canadian real property, Canadian resource property, and timber resource property; (ii) equity interests in entities where, at any time in the previous 60 months, more than 50% of the fair market value of such interests was derived directly or indirectly from the property described in (i) or options or interests in such property and, in the case of shares of a corporation and units of a mutual fund trust that are listed on a designated stock exchange, where the level of ownership in respect of such corporations or trusts exceeds 25%; and (iii) interests or options in respect of such properties.

If the Canadian JV, Singapore Sub 3, or the Sponsor disposes of “taxable Canadian property”, the Canadian JV, Singapore Sub 3, the Sponsor or Digital Core REIT, as the case may be, will be required to comply with the notification, withholding and certification procedures under section 116 of the Canadian Tax Act unless the “taxable Canadian property” disposed of is “excluded property” for these purposes. If the “taxable Canadian property” is not “excluded property”, the Canadian JV, Singapore Sub 3, the Sponsor, or Digital Core REIT, as the case may be, will be required to file a Canadian tax return for any taxation year in which it disposes of “taxable Canadian property” and will be required to pay tax on any taxable capital gains or income arising on the disposition.

Canadian Taxation of Unitholders

A Unitholder that is (i) not otherwise carrying on business in Canada; and (ii) does not otherwise dispose of “taxable Canadian property”, generally should not be subject to taxation in Canada and should not be required to file a Canadian income tax return solely as a result of the holding and disposing of Units or as a result of the disposition of taxable Canadian property by any of the Canadian JV, Singapore Sub 3, the Sponsor, or Digital Core REIT.

Sincerely,

Christopher Anderson
Partner
Davies Ward Phillips & Vineberg LLP

INDEPENDENT PROPERTY VALUATION SUMMARY REPORTS



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October 6, 2021

Digital Core REIT Management Pte. Ltd.

(as manager of Digital Core REIT)
10 Collyer Quay, #42-06
Ocean Financial Centre
Singapore 049315

and

Perpetual (Asia) Limited

(as trustee of Digital Core REIT)
16 Collyer Quay
#07-01
Singapore 049318

Re: Summary of Valuations

Digital Core REIT Portfolio

Ten Data Centers located across the United States of America and Canada

Cushman & Wakefield File ID: 21-43502-901534

In fulfillment of our agreement as outlined in the Letter of Engagement for the purpose of an initial public offering of Digital Core REIT in Singapore, we are pleased to transmit our opinions of Market Value as of August 1, 2021 for the properties that comprise the above referenced portfolio.

In the course of this assignment, comprehensive individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield and have been vested with the Client (as defined herein). This Valuation Summary includes individual Valuation Certificates for each property that are provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the individual Appraisal Reports (including any Extraordinary Assumptions), and these are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report. **Furthermore, the conclusions summarized in the Valuation Certificates are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. The individual Appraisal Reports are incorporated into this report by reference and are considered an integral part of this Valuation Summary.** We assume the reader of this report has access to the individual Appraisal Reports.

This Valuation Summary, has been prepared in accordance with the *Uniform Standards of Professional Appraisal Practice* (USPAP) and the Code of Ethics and Certification Standards of the Appraisal Institute. Further, this Valuation Summary has been prepared in accordance with the Singapore Institute of Surveyors and Valuer (SISV)'s

“Practice Guide for Valuation Reporting for REITs, Listing Companies and Initial Public Offerings (IPOs) including inclusion in Prospectus and Circulars.” As value opinions are communicated herein, this Valuation Summary is presented briefly summarizing the conclusions set forth in the more comprehensive individual Appraisal Reports for each property. Please refer to the individual Appraisal Reports for information regarding each property, their markets and the specific analyses and conclusions for each.

In recent times, the CRE market has been driven by investor demand and strong liquidity. Asset values can raise and fall significantly in short periods of time if either of these two factors, often in conjunction with many others, change significantly. While Cushman & Wakefield is closely monitoring the latest developments and will continue to provide updates as events unfold, the reader is cautioned to consider that values and incomes are likely to change more rapidly and significantly than during standard market conditions. Furthermore, the reader should be cautioned and reminded that any conclusions presented in this Appraisal Report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property(ies) of this event, or any event, subsequent to the effective date of the appraisal.

Scope of Work

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below and applies primarily to the individual Appraisal Reports, which are incorporated into this report. Additional scope details are included in the individual Appraisal Reports.

Research

- A Cushman & Wakefield appraiser inspected the exterior of the individual property and its environs. Due to the tenant's security concerns and per the Client's instructions, we were not permitted to inspect the subject building or grounds. We did perform an exterior inspection from the public right of way. Physical information on each subject was obtained from the property owner's representative, property condition reports, public records, and/or third-party sources.
- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources.
- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.
- We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.
- The results of each valuation approach are considered and reconciled into a reasonable value estimate.

This report is intended to comply with the reporting requirements outlined under USPAP for an Appraisal Report. The report was also prepared to comply with the requirements of the Code of Professional Ethics of the Appraisal Institute.

This report was prepared by Jeffrey A. Smith, MAI with assistance from the individuals cited in the Certification of Appraisal section of this report who were responsible for the preparation of the individual appraisal reports on each property as well as development of the individual opinions of value.

An appraiser with Cushman & Wakefield inspected the properties and prepared the individual appraisals on each property. Please refer to the individual Appraisal Report for each appraiser's Scope of Work, analysis and conclusions. The Assumptions and Limiting Conditions as well as the appraiser's qualifications are also presented within the individual Appraisal Report. These individuals are mentioned in the Certification of Appraisal section of this report.

Methodology

The individual appraisals employ the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches should be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of this report. Therefore, we have not utilized the Cost Approach to develop an opinion of market value. Additional details regarding the methodologies employed in our valuation are included in the individual Appraisal Reports.

Information used in the valuation includes subject data provided by ownership and market data secured by the appraisers.

Report Option Description

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms "describe," "summarize," and "state" connote different levels of detail, with "describe" as the most comprehensive approach and "state" as the least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within the report. It should be noted that most of the detail identified below is presented in the individual Appraisal Reports, which have been incorporated into this report by reference:

- Describes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Describes the Scope of Work used to develop the appraisal
- Describes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Describes the rationale for the Highest and Best Use opinion (if included)

Definitions of Value and Interest Appraised

We developed opinions of the Market Value of the leased fee interest for each property.

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition (2015), published by the Appraisal Institute.

Market Value

According to the SISV Practice Guide for Valuation Reporting for REITs, Listed Companies and Initial Public Offerings (IPOs) including inclusion in Prospectus and Circulars, dated June 25, 2018, the definition of market value is:

“Market Value is the estimated amount for which an asset should exchange on the date of valuation between a willing buyer and seller in an “arms-length” transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently, and without compulsion.”

According to the Code of Federal Regulations, Title 12, Chapter 1, Part 34.42(g), the definition of market value is:

“Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

Leased Fee Interest

As ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Identification of Property

The properties included in the subject portfolio are located in Canada and the United States. This Report relates primarily to the properties and markets identified in the following table and map (the Portfolio).

Ref.	Property	Address	City	State
1	Digital Turnkey Data Center	371 Gough Rd	Markham	ON
2	ACC3	44520 Hastings Drive (ACC3)	Ashburn	VA
3	Digital Realty Data Center	8217 Linton Hall Rd (VA4)	Bristow	VA
4	Data Center - Burbank	3015 Winona Ave	Burbank	CA
5	Data Center - Silicon Valley	2401 Walsh Street	Santa Clara	CA
6	Data Center - Silicon Valley	2403 Walsh Street	Santa Clara	CA
7	Data Center - El Segundo	200 North Nash Street	El Segundo	CA
8	Santa Clara Data Center	3011 Lafayette Street	Santa Clara	CA
9	Digital Realty Building C	43831 Devin Shafran Drive (Bldg C)	Ashburn	VA
10	1500 Space Park Drive	1500 Space Park Drive	Santa Clara	CA



Please refer to the Valuation Certificates included in this report as well as the individual Appraisal Reports for additional identification details.

Property Ownership and Recent History

Please refer to the individual appraisal reports prepared by Cushman & Wakefield, Inc. for each property's ownership entity, sale history, current disposition and information with regard to inspections.

Client, Intended Use and Users of the Appraisal

Client

Digital Core REIT Management Pte. Ltd. (as manager of Digital Core REIT) and Perpetual (Asia) Limited (as trustee of Digital Core REIT) (collectively, the "Client").

Intended Use

The intended use of the Valuation Summary, Valuation Certificates and Appraisal Reports is solely for an initial public offering of Digital Core REIT in Singapore. We understand that (i) C&W will be named as Independent Valuers, (ii) the Valuation Summary, Valuation Certificates, and such information as may be found in the Appraisal Reports will be included in the prospectus and such other announcements, press releases, and presentations in connection with a proposed listing of Digital Core REIT on the Main Board of Singapore Exchange Securities Trading Limited ("SGX-ST") and (iii) the full Appraisal Reports will be made available for inspection.

Intended Users

The Valuation Summary has been prepared for the exclusive use of Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST (collectively, the Intended Users).

The Valuation Summary is intended for the use specified and no other use is intended. The Client agrees that there are no other Intended Users.

C&W notes the Intended Users for this Valuation Summary are the same as for Valuation Certificates and Appraisal Reports referenced in the Valuation Summary.

Assumptions, Disclaimers, Limitations and Qualifications

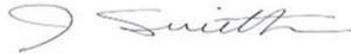
Please see the Assumptions and Limiting Conditions section of the individual Appraisal Report. Further, the Assumptions and Limiting Conditions and Letter of Engagement provides details of liability and confidentiality. The appraiser's qualifications are presented in the Addenda of the individual Appraisal Report.

The summary and valuation certificate follows. **The conclusions summarized in the valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation.**

The chart on the following page is a summary of the information presented on the Value Certificate.

Respectfully submitted,

CUSHMAN & WAKEFIELD OF NORTH CAROLINA, INC.



Jeffrey A. Smith, MAI
Executive Managing Director
Data Center Valuation Group Leader
California Certified General Appraiser
License No. AG034019
Jeff.smith@cushwake.com
704 916 4441 Office Direct

Ref.	Property	City	State	Land Area (Acres)	NRA (SF)	Year Bit	Occ	Weighted Average Lease Term (WALT)	Value	Cap Rate	Terminal Cap Rate	IRR
1	371 Gough Road	Toronto	Ontario	7.62	104,308	1980/Renov. 2015	100%	6 Years, 4 Months	\$256,000,000	4.75%	5.25%	5.75%
2	44520 Hastings Drive	Ashburn	Virginia	3.41	147,000	2001	100%	3 Years, 9 Months	\$318,000,000	4.50%	4.50%	6.50%
3	8217 Linton Hall Road	Bristow	Virginia	31.91	230,002	2001	100%	3 Years, 11 Months	\$261,000,000	4.25%	4.50%	6.50%
4	3015 Winona Avenue	Burbank	California	3.01	82,911	1991	100%	14 Years	\$57,800,000	4.00%	4.50%	5.25%
5	2401 Walsh Street	Santa Clara	California	4.98	167,932	1996/Renov. 2000	100%	11 Years, 6 Months	\$112,000,000	4.25%	4.50%	5.50%
6	2403 Walsh Street	Santa Clara	California	4.39	103,940	1972/Renov. 1999 & 2007	100%	11 Years, 6 Months	\$69,200,000	4.25%	4.50%	5.50%
7	200 N. Nash Street	El Segundo	California	4.02	113,606	1976	100%	12 Years	\$71,100,000	4.00%	4.50%	5.25%
8	3011 Lafayette Street	Santa Clara	California	2.28	90,780	2000/Renov. 2007	100%	3 Years, 6 Months	\$185,000,000	4.00%	4.25%	5.00%
9	48831 Devin Shaftron Drive	Ashburn	Virginia	6.74	117,071	2001	100%	3 Years, 9 Months	\$50,100,000	4.00%	4.50%	5.50%
10	1500 Space Park Drive	Santa Clara	California	2.2	51,615	1977/Renov. 2008	100%	13 Years, 1 Month	\$113,000,000	4.25%	4.50%	5.50%
Portfolio Value									\$1,493,200,000			

VALUATION CERTIFICATE – DIGITAL TURNKEY DATA CENTER, 371 GOUGH ROAD, MARKHAM, ON

Property:	Digital Turnkey Data Center, 371 Gough Road, Markham, ON L3R 4B6
Our Reference:	21-43502-901534-001
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Turnkey Data Center
Ownership:	Digital Realty Trust, L.P.
Property Description:	The subject is a multi-tenant turnkey data center in Markham, ON. The property is located within the largest data center hub outside of Downtown Toronto, and the building contains 104,308 square feet of rentable building area situated on a 7.62-acre site. Approximately 48,374 square feet are improved with raised flooring. It has capacity of 6,750 kW of critical IT load, indicating an average power density of approximately 140 watts/SF. The improvements were completed in 1980 and renovated into a data center in 2015. The were reported to be of good quality and in good condition The rentable square footage is currently 88.98 percent occupied. However, the property is 100 leased on a power (kW) basis and considered to be stabilized. The only vacancy is an office space.
Building Assessment:	We were provided with a property condition report (PCA) prepared by Pinchin dated July 30, 2021. After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Assessor's Parcel ID:	1936020125454000000
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	7.62 acres
Gross Building Area:	104,308 square feet
Net Rentable Area:	104,308 square feet
Year of Completion:	1980 renovated in 2015
Condition:	Good
City Planning/Zoning:	According to the City of Markham Zoning By-Law, the subject property is zoned 'Industrial (MC)'
Capitalization Rate:	4.75%
Terminal Capitalization Rate:	5.25%

Discount Rate:	5.75%
Net Operating Income:	\$12,536,445 \$ CAD
Occupancy:	100%
Tenant Mix:	The subject is currently leased to 6 tenants. Of that number, there are 2 data hall tenants and 4 point of presence (POP) tenants. The subject property has 1 credit tenant leasing 60% of the total kW.
Weighted Average Lease Term (WALT):	6 Years, 4 Months
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$256,000,000 \$ CAD \$2,695 \$ CAD per Square Foot of Net Rentable and Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield Gary Williams, AACI, P. App. Executive Vice President Valuation & Advisory

VALUATION CERTIFICATE – ACC3, 44520 HASTINGS DRIVE, ASHBURN, VA

Property:	ACC3, 44520 Hastings Drive, Ashburn, VA
Our Reference:	21-26001-900886-001
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Data Center Colocation
Ownership:	Quill Equity LLC
Property Description:	<p>The subject is composed of a data center located within the Ashburn Corporate Campus in the Ashburn area of Loudoun County, Virginia. The subject is located along the east side of Hasting Drive between Chillum Place and Smith Switch Road. The local access is excellent as the subject is proximate to the Dulles Toll Road, Loudoun County Parkway and Route 28. The subject is north of Dulles International Airport and roughly 30 miles northwest of Washington, DC. Most importantly, the subject is located within Loudoun County's "Data Center Alley" part of the Northern Virginia data center market, which is the largest data center market in the world.</p> <p>The subject is 100 percent leased to a Fortune 50 software company. The subject is leased in four pods ranging in size from 16,200 square feet (2.6 MW) to 23,600 square feet (3.9 MW). The tenant has been at the subject since 2006 and is currently in the first of two eight-year renewal periods. The current lease has staggered lease expirations from August 2024 to August 2026. The current contract rent is \$180.89 per square foot or \$92.30 per kW per month. The last renewal period rent is based on the tenant's prior rent escalated by 3.0 percent. Given the tenant's tenure at the subject and strong demand and growth in the Northern Virginia data center market, we assume a high renewal probably of 90 percent. The Weighted Average Lease Term (WALT) is three years and nine months. The subject is fully leased to a credit tenant.</p>
Building Assessment:	<p>During the course of our exterior site visit augmented by our review of the Property Condition Assessment prepared by ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in good condition.</p> <p>After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.</p>
Assessor's Parcel ID:	060-18-2916-003
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	3.41 acres
Gross Building Area:	147,000 square feet
Net Rentable Area:	147,000 square feet

Year of Completion:	2001
Condition:	Good
City Planning/Zoning:	The property is currently zoned PD-IP, Planned Development – Industrial Park, under the governing authority of Loudoun County. Permitted uses within this district include data centers, distribution facilities, flex industrial uses, manufacturing, post office, research & development, wholesale trade, bakeries, financial institutions, printing services, warehouse facilities, light motor vehicle repair, business services establishments, fitness centers, churches, and restaurants. Other uses are permitted with a Special Exception including office, outpatient medical care, hotels/motels, and heavy motor vehicle repair. There is a minimum lot area of one acre, a maximum building height of 3 stories or 35 feet, and a maximum FAR of 45% of the lot area. Plan Commission approval is required for all new developments. The property includes surface parking spaces, reflecting an overall parking ratio of 1.32 spaces per 1,000 square feet of net rentable area. The parking adequately supports the existing users and complies with the municipal ordinance.
Capitalization Rate:	4.25% At Market; 4.50% Above Market Rents
Terminal Capitalization Rate:	4.50%
Discount Rate:	6.50%
Net Operating Income:	\$14,885,797
Occupancy:	100%
Tenant Mix:	The property is 100% leased to a Fortune 50 software company. The subject is leased in pods with staggered lease expirations from August 2024 to August 2026. The tenant has one, eight-year renewal option remaining and is currently in its first renewal period.
Weighted Average Lease Term (WALT):	3 Years, 9 Months
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$318,000,000 \$2,163 per Square Foot of Net Rentable Area / Gross Building Area \$3,995 per Square Foot of Data Center Net Rentable Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of Washington, DC Lynda Gallagher, MAI and Jeffrey A. Smith, MAI.

VALUATION CERTIFICATE – VA4, 8217 LINTON HALL ROAD, BRISTOW, VA

Property:	VA4, 8217 Linton Hall Road, Bristow, VA 20136
Our Reference:	21-26001-900886-002
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Data Center Colocation
Ownership:	Porpoise Ventures LLC
Property Description:	<p>8217 Linton Hall Road is composed of a data center located in the Gainesville / Manassas area of Prince William County, Virginia. Positioned just east of Lindon Hall, the subject is situated in a transition area between heavy industrial uses to the east and residential development to the west. The subject has good regional access via Interstate 66, an east-west corridor situated north of the subject and travels through Arlington and terminates in the District of Columbia. Additionally, the subject is proximate to Dulles International Airport, which is 22 miles north in Loudoun and Fairfax Counties.</p> <p>The subject is 100 percent leased to a Fortune 50 software company. The subject is leased in six pods each containing 15,000 square feet (1.6 MW). The tenant has been at the subject since 2005 and is currently in its eight-year renewal period. The lease expiration is June 30, 2025. The current contract rent is \$116.98 per square foot or \$91.39 per kW per month. There are no additional renewal options. That said, given the tenant's tenure at the subject and strong demand and growth in the Northern Virginia data center market, we assume a high renewal probably of 90 percent. The Weighted Average Lease Term (WALT) is three years and eleven months. The subject is fully leased to a credit tenant.</p>
Building Assessment:	<p>During the course of our exterior site visit augmented by our review of the Property Condition Assessment prepared by ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in good condition.</p> <p>After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.</p>
Assessor's Parcel ID:	7496-07-8757
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	31.91 acres
Gross Building Area:	230,002 square feet
Net Rentable Area:	230,002 square feet

Year of Completion:	2001
Condition:	Good
City Planning/Zoning:	The property is currently zoned M1, Heavy Industrial, under the governing authority of Prince William County. Permitted uses in the M1, Industrial District include office and industrial uses. Prohibited uses in the zoning district are most residential uses. There is no minimum lot area specified, a maximum building height of 5 stories or 75 feet, and a maximum FAR of 50% of the lot area. County Plan Commission approval is required for all new developments. Data centers are considered office uses and are permitted. The property includes surface parking spaces, reflecting an overall parking ratio of 0.73 spaces per 1,000 square feet of net rentable area. The parking adequately supports the existing users and complies with the municipal ordinance.
Capitalization Rate:	4.25%
Terminal Capitalization Rate:	4.50%
Discount Rate:	6.50%
Net Operating Income:	\$11,217,565
Occupancy:	100%
Tenant Mix:	The property is 100% leased to a Fortune 50 software company through June 2025. The tenant is currently in its eight-year renewal period and has no additional renewal options.
Weighted Average Lease Term (WALT):	3 Years, 11 Months
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$261,000,000 \$1,135 per Square Foot of Net Rentable Area / Gross Building Area \$2,900 per Square Foot of Data Center Net Rentable Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of Washington, DC Lynda Gallagher, MAI and Jeffrey A. Smith, MAI.

VALUATION CERTIFICATE – POWERED SHELL DATA CENTER, BURBANK, CA

Property:	Powered Shell Data Center, 3015 Winona Avenue, Burbank, CA 91504
Our Reference:	21-53003-900953-002
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Powered Shell Data Center
Ownership:	Digital Realty Trust, L.P.
Property Description:	The subject is a Powered Base Building (PBB) data center that is fully leased by a global leader in data center colocation and interconnection services. In total, the building contains 82,911 square feet of gross building area with approximately 60,000 square-feet improved with raised floors. The building is situated on a 3.01 acre site. The improvements were completed in 1991, of good quality and in good condition. The building was leased as an improved shell, whereby the tenant is responsible for maintenance and replacement of all of the mechanical and electrical systems (including all infrastructure and interior finish). The current rental rate is \$27.57 per square foot net, with 2.0% annual steps and expiration February 28, 2033, which is generally at market.
Building Assessment:	Based on our review of the Property Condition Assessment prepared by ATC Group/ATLAS and dated July 29, 2021, the property was found to be of good quality construction and in good condition. After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Assessor's Parcel ID:	2466-022-046
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	3.01 acres
Gross Building Area:	82,911 square feet
Net Rentable Area:	82,911 square feet
Year of Completion:	1991
Condition:	Good
City Planning/Zoning:	The property is zoned M-2 by the city of Burbank, CA.

Capitalization Rate:	4.00%
Terminal Capitalization Rate:	4.50%
Discount Rate:	5.25%
Net Operating Income:	\$2,312,575
Occupancy:	100%
Tenant Mix:	The property is 100% leased fully leased by a global leader in data center colocation and interconnection services. This tenant's stock is traded on the Nasdaq and has a market capitalization of over \$1.5 billion USD. The lease commenced January 1, 2019 and expires January 1, 2035.
Weighted Average Lease Term (WALT):	14 Years
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$57,800,000 \$697 per Square Foot of Net Rentable Area / Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of Washington, DC Jeffrey A. Smith, MAI

VALUATION CERTIFICATE – POWERED SHELL DATA CENTER, SANTA CLARA, CA

Property:	Powered Shell Data Center, 2401 Walsh Street, Santa Clara, CA 95054
Our Reference:	21-43502-901534-002
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Powered Shell Data Center
Ownership:	Digital Realty Trust, L.P.
Property Description:	The subject is a Powered Base Building (PBB) data center that is fully leased by a global leader in data center colocation and interconnection services. In total, the building that contains 167,932 square feet of gross building area with approximately 100,512 square feet improved with raised floor space. The building is situated on a 4.98 acre site. The improvements were completed in 1996 and renovated in 2000, of good quality and in average condition. The building was leased as an improved shell, whereby the tenant is responsible for maintenance and replacement of all of the mechanical and electrical systems (including all infrastructure and interior finish). The current rental rate is \$26.53 per square foot net, with 2.5% annual steps and expiration February 28, 2033, which is generally at market.
Building Assessment:	Based on our review of the Property Condition Assessment prepared by ATC Group/ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in fair to good condition. After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Assessor's Parcel ID:	216-28-127
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	4.98 acres
Gross Building Area:	167,932 square feet
Net Rentable Area:	167,932 square feet
Year of Completion:	1996, renovated in 2000
Condition:	Average
City Planning/Zoning:	The property is zoned ML-Light Industrial District by the City of Santa Clara.

Capitalization Rate:	4.25%
Terminal Capitalization Rate:	4.50%
Discount Rate:	5.50%
Net Operating Income:	\$4,519,911
Occupancy:	100%
Tenant Mix:	The property is 100% leased fully leased by a global leader in data center colocation and interconnection services. This tenant's stock is traded on the Nasdaq and has a market capitalization of over \$1.5 billion USD. The lease commenced January 1, 2019 and ends February 28, 2033.
Weighted Average Lease Term (WALT):	11 Years, 6 Months
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$112,000,000 \$667 per Square Foot of Net Rentable Area /Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of North Carolina, Inc. Jeffrey A. Smith, MAI

VALUATION CERTIFICATE – POWERED SHELL DATA CENTER, SANTA CLARA, CA

Property:	Powered Shell Data Center, 2403 Walsh Street, Santa Clara, CA 95054
Our Reference:	21-43502-901534-003
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Powered Shell Data Center
Ownership:	Digital Realty Trust, L.P.
Property Description:	The subject is a Powered Base Building (PBB) data center that is fully leased by a global leader in data center colocation and interconnection services. In total, the building that contains 103,940 square feet of gross building area with approximately 64,323 square feet improved with raised floor space. The building is situated on a 4.39 acre site. The improvements were completed in 1972 and renovated in 1999 and 2007, of good quality and in average condition. The building was leased as an improved shell, whereby the tenant is responsible for maintenance and replacement of all of the mechanical and electrical systems (including all infrastructure and interior finish). The current rental rate is \$26.53 per square foot net, with 2.5% annual steps and expiration February 28, 2033, which is generally at market.
Building Assessment:	Based on our review of the Property Condition Assessment prepared by ATC Group/ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in fair to good condition. After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Assessor's Parcel ID:	216-28-126
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	4.39 acres
Gross Building Area:	103,940 square feet
Net Rentable Area:	103,940 square feet
Year of Completion:	1972, renovated in 1999 and 2007
Condition:	Average
City Planning/Zoning:	The property is zoned ML-Light Industrial District by the City of Santa Clara.

Capitalization Rate:	4.25%
Terminal Capitalization Rate:	4.50%
Discount Rate:	5.50%
Net Operating Income:	\$2,797,558
Occupancy:	100%
Tenant Mix:	The property is 100% leased fully leased by a global leader in data center colocation and interconnection services. This tenant's stock is traded on the Nasdaq and has a market capitalization of over \$1.5 billion USD. The lease commenced January 1, 2019 and ends February 28, 2033.
Weighted Average Lease Term (WALT):	11 Years, 6 Months
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$69,200,000 \$666 per Square Foot of Net Rentable Area / Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of North Carolina, Inc. Jeffrey A. Smith, MAI

VALUATION CERTIFICATE – POWERED SHELL DATA CENTER, EL SEGUNDO, CA

Property:	200 N. Nash Street, El Segundo, CA 91504
Our Reference:	21-53003-900953-001
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Powered Shell Data Center
Ownership:	Digital Realty Trust, L.P.
Property Description:	The subject is a Powered Base Building (PBB) data center that is fully leased by a global leader in data center colocation and interconnection services. In total, the building that contains 113,606 square feet of gross building area with approximately 60,000 square-feet improved with raised floors. The building is situated on a 4.02 acre site. The improvements were completed in 1976, of good quality and in good condition. The building was leased as an improved shell, whereby the tenant is responsible for maintenance and replacement of all of the mechanical and electrical systems (including all infrastructure and interior finish). The current rental rate is \$24.69 per square foot net, with 2.5% annual steps and expiration February 28, 2033, which is generally at market.
Building Assessment:	Based on our review of the Property Condition Assessment prepared by ATC Group/ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in good condition. After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Assessor's Parcel ID:	4138-003-046
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	4.02 acres
Gross Building Area:	113,606 square feet
Net Rentable Area:	113,606 square feet
Year of Completion:	1976, renovated at various times
Condition:	Good
City Planning/Zoning:	The property is zoned MU-N by the city of El Segundo.

Capitalization Rate:	4.00%
Terminal Capitalization Rate:	4.50%
Discount Rate:	5.25%
Net Operating Income:	\$2,845,797
Occupancy:	100%
Tenant Mix:	The property is 100% leased fully leased by a global leader in data center colocation and interconnection services. This tenant's stock is traded on the Nasdaq and has a market capitalization of over \$1.5 billion USD. The lease commenced January 1, 2019 and ends February 28, 2033.
Weighted Average Lease Term (WALT):	12 Years
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$71,100,000 \$626 per Square Foot of Net Rentable Area / Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of Washington, DC Jeffrey A. Smith, MAI

VALUATION CERTIFICATE – TURNKEY DATA CENTER, SANTA CLARA, CA

Property:	Turnkey Data Center, 3011 Lafayette Street, Santa Clara, CA 95054
Our Reference:	21-43502-901534-004
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Turnkey Data Center
Ownership:	Digital 3011 Lafayette, LLC
Property Description:	The subject is a turnkey center that is fully leased by a global leader in social media platform services. In total, the building that contains 90,780 square feet of gross building area with approximately 51,073 square feet improved with raised floor space. The building is situated on a 2.28 acre site. The improvements were completed in 2000 and renovated in 2007, of good quality and in average condition. The building was leased as a turnkey data center, whereby the tenant is responsible for utilities only. The current rental rate is \$145.69 per square foot or \$179.69/kW/Mo., with 2.0% annual steps and expiration February 28, 2025, which is generally at market.
Building Assessment:	Based on our review of the Property Condition Assessment prepared by ATC Group/ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in fair to good condition. After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Assessor's Parcel ID:	224-36-052
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	2.28 acres
Gross Building Area:	90,780 square feet
Net Rentable Area:	90,780 square feet
Year of Completion:	2000, renovated in 2007
Condition:	Average
City Planning/Zoning:	The property is zoned MH-Heavy Industrial District by the City of Santa Clara.

Capitalization Rate:	4.00%
Terminal Capitalization Rate:	4.25%
Discount Rate:	5.00%
Net Operating Income:	\$7,278,101
Occupancy:	100%
Tenant Mix:	The property is 100% leased fully leased by a global leader in social medium platform services. The lease commenced March 1, 2018 and ends February 28, 2025.
Weighted Average Lease Term (WALT):	3 Years, 6 Months
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$185,000,000 \$2,038 per Square Foot of Net Rentable Area / Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of North Carolina, Inc. Jeffrey A. Smith, MAI

VALUATION CERTIFICATE – IDA6, 43831 DEVIN SHAFRON DRIVE, ASHBURN, VA

Property:	IDA6, 43831 Devin Shafron Drive, Ashburn, VA
Our Reference:	21-26001-900886-003
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Powered Based Building (PBB) Data Center
Ownership:	GIP Stoughton, LLC
Property Description:	<p>The subject is composed of a data center located within Digital Realty Loudoun Ashburn Campus in the Ashburn area of Loudoun County, Virginia. The campus is bounded by Shellhorn Road (Rout 643) to the north, Loudoun County Parkway to the east. Metro Center Drive to the west and the Dulles Greenway (State Route 267) to the subject. The subject is located along the south side of Devin Shafron Drive. The local access is excellent as the subject is proximate to the Dulles Toll Road and the Loudoun County Parkway, two of the area's primary roads. The subject is north of Dulles International Airport and roughly 30 miles northwest of Washington, DC. Most importantly, the subject is located within Loudoun County's "Data Center Alley" part of the Northern Virginia data center market, which is the largest data center market in the world.</p> <p>The subject is 100 percent leased to a Global Cloud Provider. The tenant has been at the subject since completion and is currently in the first of three five-year renewal periods. The lease expires April 2026 but given the tenant's continued investment in the subject and growth in the Northern Virginia data center market, we assume a high renewal probably of 90 percent. The current contract rent is \$15.00 per square foot on a net basis, which is deemed to be well below market levels. The Weighted Average Lease Term (WALT) is four years and nine months. The subject is fully leased to a credit tenant.</p>
Building Assessment:	<p>During the course of our exterior site visit augmented by our review of Property Condition Assessment prepared by ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in good condition.</p> <p>After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.</p>
Assessor's Parcel ID:	089-37-2808-001
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	6.74 acres
Gross Building Area:	117,071 square feet
Net Rentable Area:	117,071 square feet

Year of Completion:	2001
Condition:	Good
City Planning/Zoning:	The property is currently zoned PD-OP, Planned Development – Office Park, under the governing authority of Loudoun County. Permitted uses within this district include administrative, business and professional office, data center, and necessary supporting accessory uses and facilities. The uses are to be designed within a park-like atmosphere with extensive landscaping, low ground coverage of the buildings which are to be of moderate height. There is a minimum lot area of one acre, a maximum building height of 3 stories or 35 feet, and a maximum FAR of 40% of the lot area. Plan Commission approval is required for all new developments. The property includes surface parking spaces, reflecting an overall parking ratio of 0.67 spaces per 1,000 square feet of net rentable area. The parking adequately supports the existing users and complies with the municipal ordinance.
Capitalization Rate:	4.00%
Terminal Capitalization Rate:	4.50%
Discount Rate:	5.50%
Net Operating Income:	\$2,107,278
Occupancy:	100%
Tenant Mix:	The property is 100% leased to a Global Cloud Provider via a lease that commenced May 1, 2006 and expires April 1, 2026. The tenant has three, five-year renewal options and is currently in the first renewal period.
Weighted Average Lease Term (WALT):	3 Years, 9 Months
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$50,100,000 \$428 per Square Foot of Net Rentable Area / Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of Washington, DC Lynda Gallagher, MAI and Jeffrey A. Smith, MAI.

VALUATION CERTIFICATE – POWERED SHELL DATA CENTER, SANTA CLARA, CA

Property:	Powered Shell Data Center, 1500 Space Park Drive, Santa Clara, CA 95054
Our Reference:	21-43502-901534-005
Valuation Prepared For:	This Valuation Certificate (which should be read in conjunction with the Appraisal Report) is prepared for Digital Realty Trust, L.P., Digital Core REIT Management Pte. Ltd. as manager of Digital Core REIT, Perpetual (Asia) Limited, as trustee of Digital Core REIT, Citigroup Global Markets, DBS Bank Ltd., Bank of America Securities and any other underwriter appointed in connection with the proposed listing of Digital Core REIT on the SGX-ST. We understand that the Appraisal Report, will be made available for public inspection in connection with the initial public offering. We further understand that (i) C&W will be named as one of the independent valuers in the prospectus in relation to the proposed listing of Digital Core REIT on the SGX-ST and (ii) the Valuation Certificate and such information as may be found in the Appraisal Report, will be included in the prospectus and such other announcements, press releases, and presentations in connection with the proposed listing of Digital Core REIT on the SGX-ST.
Purpose of Valuation:	Estimate Market Value for the purposes of the proposed listing of Digital Core REIT on the SGX-ST.
Type of Property	Powered Shell Data Center
Ownership:	Digital 1500 Space Park Borrower, LLC
Property Description:	The subject is a Powered Base Building (PBB) data center that is fully leased by a global leader in data center colocation and interconnection services. In total, the building that contains 51,615 square feet of gross building area with approximately 31,900 square feet improved with raised floor space. The building is situated on a 2.20 acre site. The improvements were completed in 1977 and renovated in 2008, of good quality and in average condition. The building was leased as an improved shell, whereby the tenant is responsible for maintenance and replacement of all of the mechanical and electrical systems (including all infrastructure and interior finish). The current rental rate is \$85.68 per square foot or \$76.78/kW/Mo., with 2.0% annual steps and expiration August 31, 2034, which is generally at market.
Building Assessment:	Based on our review of the Property Condition Assessment prepared by ATC Group/ATLAS and dated July 27, 2021, the property was found to be of good quality construction and in fair to good condition. After considering all of the physical characteristics of the subject, we have concluded that this property has an overall rating that is good, when measured against other properties in this marketplace.
Assessor's Parcel ID:	224-08-151
Property Interest:	Freehold (Leased Fee Estate)
Land Area:	2.20 acres
Gross Building Area:	51,615 square feet
Net Rentable Area:	51,615 square feet
Year of Completion:	1977, renovated in 2008
Condition:	Average
City Planning/Zoning:	The property is zoned ML-Light Industrial District by the City of Santa Clara.

Capitalization Rate:	4.25%
Terminal Capitalization Rate:	4.50%
Discount Rate:	5.50%
Net Operating Income:	\$4,586,145
Occupancy:	100%
Tenant Mix:	The property is 100% leased fully leased by a global leader in data center colocation and interconnection services. This tenant's stock is traded on the Nasdaq and has a market capitalization of over \$1.5 billion USD. The lease commenced September 1, 2019 and ends August 31, 2034.
Weighted Average Lease Term (WALT):	13 Years, 1 Month
Basis of Valuation:	Market Value – Subject to existing tenancy
Valuation Approaches:	Sales Comparison Approach and Income Capitalization Approach (Direct Capitalization and Yield Capitalization Methods)
Date of Valuation:	August 1, 2021
Market Value:	\$113,000,000 \$2,189 per Square Foot of Net Rentable Area / Gross Building Area
Assumptions, Disclaimers:	In the course of this assignment, individual Appraisal Reports for each property in the portfolio have been prepared by Cushman & Wakefield for the referenced client. This valuation certificate is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the Appraisal Report for this property, which are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report as well as any Extraordinary Assumptions. Furthermore, the conclusions summarized in this valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation. This valuation is only for the use of the party to whom it is addressed and for the intended use stated in this report. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation.
Prepared By:	Cushman & Wakefield of North Carolina, Inc. Jeffrey A. Smith, MAI

Digital Realty Portfolio - Summary Valuation

NKF Job No.: 21-0149827

Appraisal Report Prepared For:

Digital Core REIT Management Pte. Ltd.

(as manager of Digital Core REIT)

10 Collyer Quay, #42-06

Ocean Financial Centre

Singapore 049315

Perpetual (Asia) Limited

(as trustee of Digital Core REIT)

16 Collyer Quay

#07-01

Singapore 049318

Prepared By:

Newmark Knight Frank

Valuation & Advisory, LLC

700 South Flower Street, Suite 2500

Los Angeles, CA 90017



November 17, 2021

Digital Core REIT Management Pte. Ltd.

(as manager of Digital Core REIT)
10 Collyer Quay, #42-06
Ocean Financial Centre
Singapore 049315

Perpetual (Asia) Limited

(as trustee of Digital Core REIT)
16 Collyer Quay
#07-01
Singapore 049318

RE: Digital Realty Portfolio – Summary Valuation
Prepared by Newmark Knight Frank Valuation & Advisory, LLC (herein “Firm” or “NKF”)

NKF Job No.: 21-0149827

In fulfillment of our agreement as outlined in the Letter of Engagement for the purpose of an initial public offering of Digital Core REIT in Singapore, we are pleased to transmit our opinions of Market Value as of each respective date of value for the individual properties that comprise the above referenced portfolio.

In the course of this assignment, summary Appraisal Reports for each property in the portfolio have been prepared by Newmark (herein “Separate Appraisals”) and have been vested with the Client (as defined herein). This Valuation Summary includes individual Valuation Certificates for each property that are provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the individual Appraisal Reports (including any Extraordinary Assumptions), and these are made in conjunction with those included within the Assumptions and Limiting Conditions section located within this report. Furthermore, the conclusions summarized in the Valuation Certificates are based on the data, analyses, and conclusions set forth in the Separate Appraisals, and it is necessary to have our Separate Appraisals to understand our valuation. The Separate Appraisals are incorporated into this report by reference and are considered an integral part of this Valuation Summary. We assume the reader of this report has access to the Separate Appraisals.

Overview of Portfolio

The subject of this portfolio valuation is Digital Realty’s ten (10) data center assets. Newmark has provided individual appraisals (“Separate Appraisals”) on each of these assets for the same client,

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Los Angeles, CA 90017
www.ngkf.com

November 17, 2021

and these appraisals are referenced in this portfolio summary valuation and incorporated within this appraisal. We assume that the reader and intended user of this document has access to and has reviewed the Separate Appraisals.

The conclusions in this document, which summarizes the results of the Separate Appraisals, are based on the data, analyses, and conclusions set forth in the Separate Appraisal Reports, which are to be vested with the REIT or Trustee and Manager appointed for the portfolio, and it is necessary to have our Separate Appraisal Reports to understand the value conclusions. The Client, Digital CORE REIT Management Pte. Ltd. (as manager of Digital Core REIT) and Perpetual (Asia) Limited (as trustee of Digital Core REIT), Intended Use (a proposed listing of Digital Core REIT on the Main Board of Singapore Exchange Securities Trading Limited ("SGX-ST")), and Intended User of this summary document are consistent with the Separate Appraisals. The concluded value for this appraisal corresponds to the As Is value scenarios in the Separate Appraisals. The As Is dates of value in the Separate Appraisals correspond to a range of dates during September 2021.

The appraisal was developed based on, and this report has been prepared in conformance with the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. Further, this report has been prepared in accordance with the Singapore Institute of Surveyors and Valuer (SISV)'s "Practice Guide for Valuation Reporting for REITs, Listing Companies and Initial Public Offerings (IPOs) including inclusion in Prospectus and Circulars." Please refer to the Separate Appraisals for information regarding each property, their markets and the specific analyses and conclusions for each.

Extraordinary Assumptions

An extraordinary assumption is defined in USPAP as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results.

See Individual Separate Reports

Hypothetical Conditions

A hypothetical condition is defined in USPAP as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. The value conclusions are based on the following hypothetical conditions that may affect the assignment results.

See Individual Separate Reports



Introduction

Extent to Which the Property is Identified

- ❑ Physical characteristics
- ❑ Legal characteristics
- ❑ Economic characteristics
- ❑ Refer to Individual Separate Reports for more detail

Extent to Which the Property is Inspected

NKF inspected the subject properties during the period from August 24, 2021 to September 10, 2021 as per the defined scope of work. Miles Loo Jr. CRE, FRICS, made personal or virtual inspections of each property within this portfolio. James W. Myers, MAI and Christopher R. Myers, MAI did not inspect the properties.

Type and Extent of the Data Researched – Individual Separate Reports

- | | |
|---|--|
| ❑ Exposure and marking time; | ❑ Flood zone status; |
| ❑ Neighborhood and land use trends; | ❑ Zoning requirements and compliance; |
| ❑ Demographic trends; | ❑ Real estate tax data; |
| ❑ Market trends relative to the subject property type; | ❑ Relevant applicable comparable data; and |
| ❑ Physical characteristics of the site and applicable improvements; | ❑ Investment rates |

Type and Extent of Analysis Applied – Individual Separate Reports

We analyzed the property and market data gathered through the use of appropriate, relevant, and accepted market-derived methods and procedures. Further, we employed the appropriate and relevant approaches to value, and correlated and reconciled the results into an estimate of market value, as demonstrated within the individual appraisal reports. The results are summarized within the Separate Appraisals.

Report Option

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines, with specific reference to and incorporation within this document of the individual, Separate Appraisals.

- ❑ The Separate Appraisal reports are necessary to support the conclusions made in this report.



-
- ❖ We have not included the Separate Appraisals and assume that the user and client have access to these reports.

Intended Use and User

The intended use and user of our report are specifically identified in the Separate Appraisals as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and Newmark Knight Frank will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.

Definition of Value

Market value is defined as:

“Market Value is the estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller in an “arms-length” transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently, and without compulsion.” (Source: SISV Guide)

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- ❖ Buyer and seller are typically motivated;
- ❖ Both parties are well informed or well advised, and acting in what they consider their own best interests;
- ❖ A reasonable time is allowed for exposure in the open market;
- ❖ Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- ❖ The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Interest Appraised

The interests in the Separate Appraisals include Leased Fee interests.

- ◆ **Leased Fee Interest:** The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Ownership History

Refer to individual Separate Appraisals.

Highest and Best Use

Refer to individual Separate Appraisals. For this portfolio valuation we have concluded the highest and best use (i.e., highest achievable value for the portfolio) would be to sell the 10 properties as a portfolio in a single transaction.

The analysis in this appraisal supports this conclusion.

Methodology

The individual appraisals employ the Sales Comparison Approach and the Income Capitalization Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that these approaches should be considered applicable and/or necessary for market participants. Typical purchasers do not generally rely on the Cost Approach when purchasing a property such as the subject of these reports. Therefore, we have not utilized the Cost Approach to develop an opinion of market value. Additional details regarding the methodologies employed in our valuation are included in the individual Separate Appraisal Reports.

Information used in the valuation includes subject data provided by ownership and market data secured by the appraisers.

Property Identification

The assets include ten (10) data centers located in four (4) markets across the United States and Canada. The assets include “powered shell” and “turnkey” data centers. Excluding the Toronto property all assets are 100 percent leased.

Digital Realty Portfolio							
No.	Property	Market	Type	Inspection Date	Rentable Area (SF)	Raised Floor Area (SF)	Critical IT Load (kW)
1	371 Gough Road	Totonto	TKDC	9/8/2021	120,041	--	6,750
2	44520 Hastings Drive (ACC3)	Northern Virginia	TKDC	8/25/2021	147,000	79,600	13,900
3	8217 Linton Hall Rd (VA4)	Northern Virginia	TKDC	8/26/2021	230,000	90,000	9,600
4	3015 Winona Ave	Burbank (Los Angeles)	PBB	9/8/2021	82,911	--	--
5	2401 Walsh Street	Silicon Valley	PBB	9/9/2021	167,932	--	4,000
6	2403 Walsh Street	Silicon Valley	PBB	9/9/2021	103,940	--	4,000
7	200 North Nash Street	Los Angeles	PBB	9/9/2021	113,606	--	--
8	3011 Lafayette Street	Silicon Valley	TKDC	8/24/2021	90,780	--	6,000
9	43831 Devin Shafron Drive (Bldg C)	Northern Virginia	PBB	9/10/2021	117,071	--	--
10	1500 Space Park Drive	Silicon Valley	TKDC	9/8/2021	51,615	30,000	4,900
Totals					1,224,896	199,600	49,150

Compiled by NKF



Assumptions, Disclaimers, Limitations and Qualifications

Please see the Assumptions and Limiting Conditions section of the individual Appraisal Report. Further, the Assumptions and Limiting Conditions and Letter of Engagement provides details of liability and confidentiality. The appraiser's qualifications are presented in the Addenda of the individual Appraisal Report.

The summary and valuation certificate follows. The conclusions summarized in the valuation certificate are based on the data, analyses and conclusions set forth in the individual Appraisal Reports, and it is necessary to have our individual Appraisal Reports to understand our valuation.

The chart on the following page is a summary of the information presented on the Value Certificate.



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Digital Realty Portfolio

No.	Property	Market	Type	Inspection Date	Rentable Area (SF)	Raised Floor Area (SF)	Critical IT Load (kW)	Occupancy	Tenmt	Weighted Average Lease Term (WALT)		Year 1 NOI ¹	Cap Rate ²	Reversion Rate ³	Discount Rate ³	Reconciled Value	% of Total Value
										6 Years, 3 Months	3 Years, 9 Months						
1	371 Gough Road	Toronto	TDOC	9/9/2021	120,041	-	6,750	77%	-	6 Months	\$9,878,949	5.25%	5.75%	6.00%	\$182,000,000	14.00%	
2	44520 Hastings Drive (A23)	Northern Virginia	TDOC	8/25/2021	147,000	79,600	13,900	100%	-	9 Months	\$15,327,363	4.75%	5.08%	5.23%	\$18,000,000	24.46%	
3	8217 Linton Hall Rd (W4)	Northern Virginia	TDOC	8/26/2021	230,000	90,000	9,600	100%	-	3 Years, 11 Months	\$11,103,811	4.75%	5.08%	5.23%	\$20,000,000	16.92%	
4	3015 Wilton Ave	Burbank (Los Angeles)	PBB	9/8/2021	82,911	-	-	100%	See Item (4) of the Certificate of the property in the offering pages	13 Years, 11 Months	\$2,283,752	4.50%	5.00%	6.00%	\$9,000,000	3.77%	
5	2401 Walsh Street	Silicon Valley	PBB	9/9/2021	167,932	-	4,000	100%	-	11 Years, 5 Months	\$4,459,980	4.00%	4.50%	6.00%	\$107,000,000	8.23%	
6	2403 Walsh Street	Silicon Valley	PBB	9/9/2021	103,940	-	4,000	100%	-	11 Years, 5 Months	\$2,769,444	4.00%	4.50%	6.00%	\$67,000,000	5.15%	
7	200 North Nash Street	Los Angeles	PBB	9/9/2021	113,606	-	4,000	100%	-	11 Years, 11 Months	\$2,807,150	4.50%	5.00%	6.00%	\$62,000,000	4.77%	
8	3011 Lafayette Street	Silicon Valley	TDOC	8/24/2021	90,780	-	6,000	100%	-	3 Years, 6 Months	\$6,448,826	5.00%	5.58%	6.08%	\$150,000,000	11.54%	
9	4381 Deem Station Drive (Bldg C)	Northern Virginia	PBB	9/10/2021	117,071	-	-	100%	-	3 Years, 8 Months	\$1,773,626	4.00%	4.30%	5.00%	\$45,000,000	3.31%	
10	1500 Space Park Drive	Silicon Valley	TDOC	9/9/2021	51,613	30,000	4,500	100%	-	13 Years	\$6,275,622	4.30%	5.25%	6.00%	\$102,000,000	7.85%	
Totals					1,224,896	199,600	49,150				\$63,119,523	4.86%	5.14%	5.65%	\$1,300,000,000	100.00%	

¹ Year 1 NOI taken from cash flow; may not exactly match direct cap proforma NOI
² Cap Rate used for direct capitalization method; may not coincide with implied cap rate based on reconciled value conclusion
³ Reversion Rate and Discount Rate Totals represent the weighted average with the weighting based on value as percentage of total value

Compiled by NWF



Certificate – 200 Nash Street

- i) Address of Property: 200 North Nash Street, El Segundo CA 90245
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of September 8, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Digital Realty Trust L.P.
- vii) Tenure of Property: Leased Fee¹
- viii) Zoning: Urban Mixed Use North (MU-N) by the City of El Segundo
- ix) The property is a two-story powered shell data center known as Digital Realty Trust - 200 N. Nash Street located at 200 North Nash Street in El Segundo, California. The building consists of 113,606 rentable square feet and was built in 1976. The building was primarily used for office and storage until around 1994 when it was repurposed for data center use. The site is situated on a single parcel and encompasses approximately 4.023 acres (175,231 square feet).
- x) The building is 100 percent leased to a single tenant, a global colocation & interconnection provider, on a triple net (NNN) basis through February 28, 2033.
- xi) Income Support Not Applicable
- xii) GFA: 113,606 SF
- xiii) NLA: 113,606 SF
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.

¹ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xv) Date of Value: September 9, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of September 9, 2021: \$62,000,000
 - xvii) Capitalization Rate: 4.50%
 - xviii) Terminal Capitalization Rate: 5.00%
 - xix) Discount Rate: 6.00%
 - xx) Market Value PSF GFA: \$545.75 PSF
 - xxi) Market Value PSF NLA: \$545.75 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 371 Gough Road

- i) Address of Property: 371 Gough Road, Markham ON L3R 4B6
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of September 8, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Digital Toronto Nominee, Inc.
- vii) Tenure of Property: Leased Fee²
- viii) Zoning: M.C.(40%) Business Park Employment by the City of Markham
- ix) The property is a partial two-story building originally built in 1980, with an addition completed around 1990, and renovation with conversion to data center use in 2014/2015 totaling about 11,152 square meters (120,041 square feet). The data center space includes five (5) Pods of about 10,000 square feet each, with independent infrastructure for up to 1,500 kW at N+2 redundancy, for a total of 50,000 square feet of operational space and 6,750 kW of critical IT load. The improvements are situated on a single parcel of about 3.08 hectares (7.62 acres).
- x) The property is currently anchored by two customers: an IT service provider and a global technology solutions provider. The two anchors’ leases are scheduled to expire in March 2029 and June 2025. The subject is 100% leased in terms of critical IT load and is 77% leased in terms of area.
- xi) Income Support Not Applicable
- xii) GFA: 120,041 SF
- xiii) NLA: 120,041 SF

² The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.
 - xv) Date of Value: September 8, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of September 8, 2021: CAD \$227,000,000
 - xvii) Capitalization Rate: 5.25%
 - xviii) Terminal Capitalization Rate: 5.75%
 - xix) Discount Rate: 6.00%
 - xx) Market Value PSF GFA: CAD \$1,891 PSF
 - xxi) Market Value PSF NLA: CAD \$1,891 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 1500 Space Park Drive

- i) Address of Property: 1500 Space Park Drive, Santa Clara CA 95054
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of September 8, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Digital 1500 Space Park Borrower, LLC
- vii) Tenure of Property: Leased Fee³
- viii) Zoning: Light Industrial (ML) by the City of Santa Clara
- ix) The property is a two-story turnkey data center known as Digital Realty Trust - 1500 Space Park located at 1500 Space Park Drive in Santa Clara, California. The building consists of 51,615 rentable square feet and was built in 1977 and was most recently renovated in 2007. The site is situated on a single parcel and encompasses approximately 2.197 acres (95,700 square feet).
- x) Currently, the building is 100 percent leased to a single tenant, a global colocation and interconnection provider, on a triple net (NNN) basis for a 15-year term through August 31, 2034. The tenant has three (3) five-year renewal option at Market Rate.
- xi) Income Support Not Applicable
- xii) GFA: 51,615 SF
- xiii) NLA: 51,615 SF
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.

³ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xv) Date of Value: September 8, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of September 8, 2021: \$102,000,000
 - xvii) Capitalization Rate: 4.50%
 - xviii) Terminal Capitalization Rate: 5.25%
 - xix) Discount Rate: 6.00%
 - xx) Market Value PSF GFA: \$1,976 PSF
 - xxi) Market Value PSF NLA: \$1,976 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 2401 Walsh Avenue

- i) Address of Property: 2401 Walsh Avenue, Santa Clara CA 95051
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of September 9, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Digital Realty Trust L.P.
- vii) Tenure of Property: Leased Fee⁴
- viii) Zoning: Light Industrial (ML) by the City of Santa Clara
- ix) The property is a two-story powered shell data center known as Digital Realty Trust – 2401 Walsh, located at 2401 Walsh Avenue in Santa Clara, California. The improvements are situated on a single parcel of about 4.98 acres (216,949 square feet). In addition to the subject parcel (216-28-127) of 4.98 acres, the subject ownership (Digital Realty) owns an adjacent parcel (216-28-126) containing another data center property, which is not part of the appraisal.
- x) The building consists of 167,932 square feet, 100% leased to a global colocation and interconnection provider through February 28, 2033, with three (3) five-year extension options at Market Rate.
- xi) Income Support Not Applicable
- xii) GFA: 167,932 SF
- xiii) NLA: 167,932 SF

⁴ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.
 - xv) Date of Value: September 9, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of September 9, 2021: \$107,000,000
 - xvii) Capitalization Rate: 4.00%
 - xviii) Terminal Capitalization Rate: 4.50%
 - xix) Discount Rate: 6.00%
 - xx) Market Value PSF GFA: \$637.16 PSF
 - xxi) Market Value PSF NLA: \$637.16 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 2403 Walsh Avenue

- i) Address of Property: 2403 Walsh Avenue, Santa Clara CA 95051
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of September 9, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Digital Realty Trust L.P.
- vii) Tenure of Property: Leased Fee⁵
- viii) Zoning: Light Industrial (ML) by the City of Santa Clara
- ix) The property is a two-story powered shell data center known as Digital Realty Trust – 2403 Walsh, located at 2403 Walsh Avenue in Santa Clara, California. The improvements are situated on a single parcel of about 4.39 acres (191,342 square feet). In addition to the subject parcel (216-28-126) of 4.39 acres, the subject ownership (Digital Realty) owns an adjacent parcel (216-28-127) containing another data center property, which is not part of the appraisal.
- x) The building consists of 103,940 square feet, 100% leased to a global colocation and interconnection provider through February 28, 2033, with three (3) five-year extension options at Market Rate.
- xi) Income Support Not Applicable
- xii) GFA: 103,940 SF
- xiii) NLA: 103,940 SF

⁵The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.
 - xv) Date of Value: September 9, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of September 9, 2021: \$67,000,000
 - xvii) Capitalization Rate: 4.00%
 - xviii) Terminal Capitalization Rate: 4.50%
 - xix) Discount Rate: 6.00%
 - xx) Market Value PSF GFA: \$644.60 PSF
 - xxi) Market Value PSF NLA: \$644.60 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 3011 Lafayette Street

- i) Address of Property: 3011 Lafayette Street, Santa Clara CA 95054
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of August 24, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Digital 3011 Lafayette LLC
- vii) Tenure of Property: Leased Fee⁶
- viii) Zoning: Heavy Industrial (MH) by the City of Santa Clara
- ix) The property is a two-story shell data center known as Digital Realty Trust - 3011 Lafayette located at 3011 Lafayette Street in Santa Clara, California. The building consists of rentable square feet and was built in 2001 and was most recently renovated in 2008. The building includes six (6) data hall suites, each with about 1,000 kW of critical IT load, for a total 6,000 kW critical IT load. The improvements are situated on a single parcel of approximately acres (square feet).
- x) The subject is 100% leased to a social media platform through February 2025.
- xi) Income Support Not Applicable
- xii) GFA: 90,780 SF
- xiii) NLA: 90,780 SF
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.

⁶ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xv) Date of Value: August 24, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of August 24, 2021: \$150,000,000
 - xvii) Capitalization Rate: 5.00%
 - xviii) Terminal Capitalization Rate: 5.50% (renew) and 6.00% (vacate).
 - xix) Discount Rate: 6.00% (renew) and 6.50% (vacate).
 - xx) Market Value PSF GFA: \$1,652 PSF
 - xxi) Market Value PSF NLA: \$1,652 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 3015 Winona Avenue

- i) Address of Property: 3015 Winona Avenue, Burbank CA
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of September 8, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Digital Realty Trust L.P.
- vii) Tenure of Property: Leased Fee⁷
- viii) Zoning: General Industrial Zone (M2) by the City of Burbank
- ix) The property is a two-story powered shell data center known as Digital Realty Trust - 3015 Winona Avenue located at 3015 Winona Avenue in Burbank, California. The building consists of 82,911 rentable square feet and was built in 1990. The site is situated on a single parcel and encompasses approximately 3.015 acres (131,323 square feet).
- x) Currently, the building is 100 percent leased to a single tenant, a global colocation and interconnection provider, on a triple net (NNN) basis through January 31, 2035. The tenant has two (2) five-year renewal option at Market Rate.
- xi) Income Support Not Applicable
- xii) GFA: 82,911 SF
- xiii) NLA: 82,911 SF
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.

⁷ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xv) Date of Value: September 8, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of September 8, 2021: \$49,000,000
 - xvii) Capitalization Rate: 4.50%
 - xviii) Terminal Capitalization Rate: 5.00%
 - xix) Discount Rate: 6.00%
 - xx) Market Value PSF GFA: \$591.00 PSF
 - xxi) Market Value PSF NLA: \$591.00 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 8217 Linton Hall Road

- i) Address of Property: 8217 Linton Hall Road, Bristow VA 20136
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of August 26, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Porpoise Ventures LLC (Digital Realty Trust)
- vii) Tenure of Property: Leased Fee⁸
- viii) Zoning: Heavy Industrial (M-1) by Prince William County
- ix) The subject property is a single-story powered shell data center known as Digital Realty Trust - 8217 Linton Hall (VA 4) located at 8217 Linton Hall Rd in Bristow, Virginia. The building totals about 230,000 square feet, including six (6) data halls (“Pods”) of about 15,000 square feet totaling about 90,000 square feet of raised floor area. The improvements are situated on a single parcel and encompasses approximately 31.9101 acres (1,390,002 square feet).
- x) Currently, the building is 100 percent leased to a single tenant, a Fortune 50 software company, on a triple net (NNN) basis through June 30, 2025. The tenant has two (2) five-year renewal option.
- xi) Income Support Not Applicable
- xii) GFA: 230,000 SF
- xiii) NLA: 230,000 SF

⁸ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.
 - xv) Date of Value: August 26, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of August 26, 2021: \$220,000,000
 - xvii) Capitalization Rate: 4.75%
 - xviii) Terminal Capitalization Rate: 5.00% (renew) and 5.50% (vacate).
 - xix) Discount Rate: 5.00% (renew) and 6.50% (vacate)
 - xx) Market Value PSF GFA: \$956.56 PSF
 - xxi) Market Value PSF NLA: \$956.56 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 43831 Devin Shafron Drive

- i) Address of Property: 43831 Devin Shafron Drive, Ashburn VA 20147
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of September 10, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is GIP Stoughton LLC (Digital Realty Trust)
- vii) Tenure of Property: Leased Fee⁹
- viii) Zoning: Planned Development – Office Park (PD-OP) by Loudoun County
- ix) The subject property is a single-story powered shell data center known as Digital Realty Trust - 43831 Devin Shafron “Building C” located at 43831 Devin Shafron Drive in Ashburn, Virginia. The building consists of 117,071 rentable square feet and was built in 2001. The site is situated on a single parcel and encompasses approximately 6.7443 acres (293,782 square feet).
- x) Currently, the building is 100 percent leased to a single tenant, a global cloud provider, on a triple net (NNN) basis through April 30, 2026. The tenant has two (2) five-year renewal option at Fair Market Rental Rate.
- xi) Income Support Not Applicable
- xii) GFA: 117,071 SF
- xiii) NLA: 117,071 SF
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.

⁹ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



-
- xv) Date of Value: September 10, 2021
 - xvi) Market Value "As Is" of the Leased Fee interest as of September 10, 2021: \$43,000,000
 - xvii) Capitalization Rate: 4.00%
 - xviii) Terminal Capitalization Rate: 4.50%
 - xix) Discount Rate: 5.00%
 - xx) Market Value PSF GFA: \$367.30 PSF
 - xxi) Market Value PSF NLA: \$367.30 PSF
 - xxii) Extraordinary Assumptions: None



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Certificate – 44520 Hastings Drive

- i) Address of Property: 44520 Hastings Drive, Ashburn VA 20147
- ii) Client: Digital Core REIT Management Pte. Ltd. (in its capacity as manager of Digital Core REIT) (the “Manager”) and Perpetual (Asia) Limited (in its capacity as trustee of Digital Core REIT) (the “Trustee”)
- iii) The purpose of the appraisal is to develop an opinion of the Market Value “As Is” of the Leased Fee interest in the property as of August 25, 2021 for the initial public offering of Digital Core REIT in Singapore.
- iv) Interest Valued: Leased Fee
- v) Basis of Valuation: Market Value “As Is”
- vi) The register owner of the Property is Quill Equity LLC
- vii) Tenure of Property: Leased Fee¹⁰
- viii) Zoning: Planned Development – Industrial Park (PD-IP) by Loudoun County
- ix) The subject property is a single-story turnkey data center known as Digital Realty Trust - 44520 Hastings (ACC3) located at 44520 Hastings Drive in Ashburn, Virginia. The building was built in 2006 and totals about 147,000 square feet, including of 79,600 square feet of raised floor area. The improvements are situated on Condominium Unit 3, which has a common element interest of 43.9 percent in the larger single parcel totaling approximately 22.1016 acres (962,746 square feet). We have utilized this ratio for purposes of allocating to the subject land area, or 9.7 acres. The larger parcel includes two (2) other Digital Realty buildings, which are not part of this appraisal.
- x) Currently, the subject building is 100 percent leased to a single tenant, a Fortune 50 software company, on a triple net (NNN) basis through August 31, 2024 (Pod 2 and Pod 3), August 31, 2025 (Pod 1), and August 31, 2026 (Pod 4). The tenant has one (1) eight-year renewal option for each Pod, at the Base Rent plus a three percent increase, with three percent annual escalations.
- xi) Income Support Not Applicable
- xii) GFA: 147,000 SF

¹⁰ The freehold ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.



- xiii) NLA: 147,000 SF
- xiv) The Income Approach (including the Direct Capitalization Method and the Discounted Cash Flow Analysis) and Sales Comparison Approach were applicable and utilized in the valuation.
- xv) Date of Value: August 25, 2021
- xvi) Market Value "As Is" of the Leased Fee interest as of August 25, 2021: \$318,000,000
- xvii) Capitalization Rate: 4.75%
- xviii) Terminal Capitalization Rate: 5.00% (renew) and 5.50% (vacate)
- xix) Discount Rate: 5.00% (renew) and 6.50% (vacate)
- xx) Market Value PSF GFA: \$2,163 PSF
- xxi) Market Value PSF NLA: \$2,163 PSF
- xxii) Extraordinary Assumptions: We requested but did not receive historical common area expense statements for the subject property. We were provided with the underlying condominium documents / declarations as they pertain to the subject property. We have not assumed any specific cost savings as a result of the subject's condominium unit configuration. We utilized the condominium unit's common element interest of 43.9 percent for purposes of allocating to the subject condominium's land area, or a rounded 9.7 acres. In addition, the subject ownership entity is registered as Quill Equity. It is an Extraordinary Assumption this is a related party to the larger ownership, Digital Realty Trust.



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INDEPENDENT PROPERTY MARKET RESEARCH REPORT



Independent Market Research Report

Prepared for Digital Realty Trust by datacenterHawk

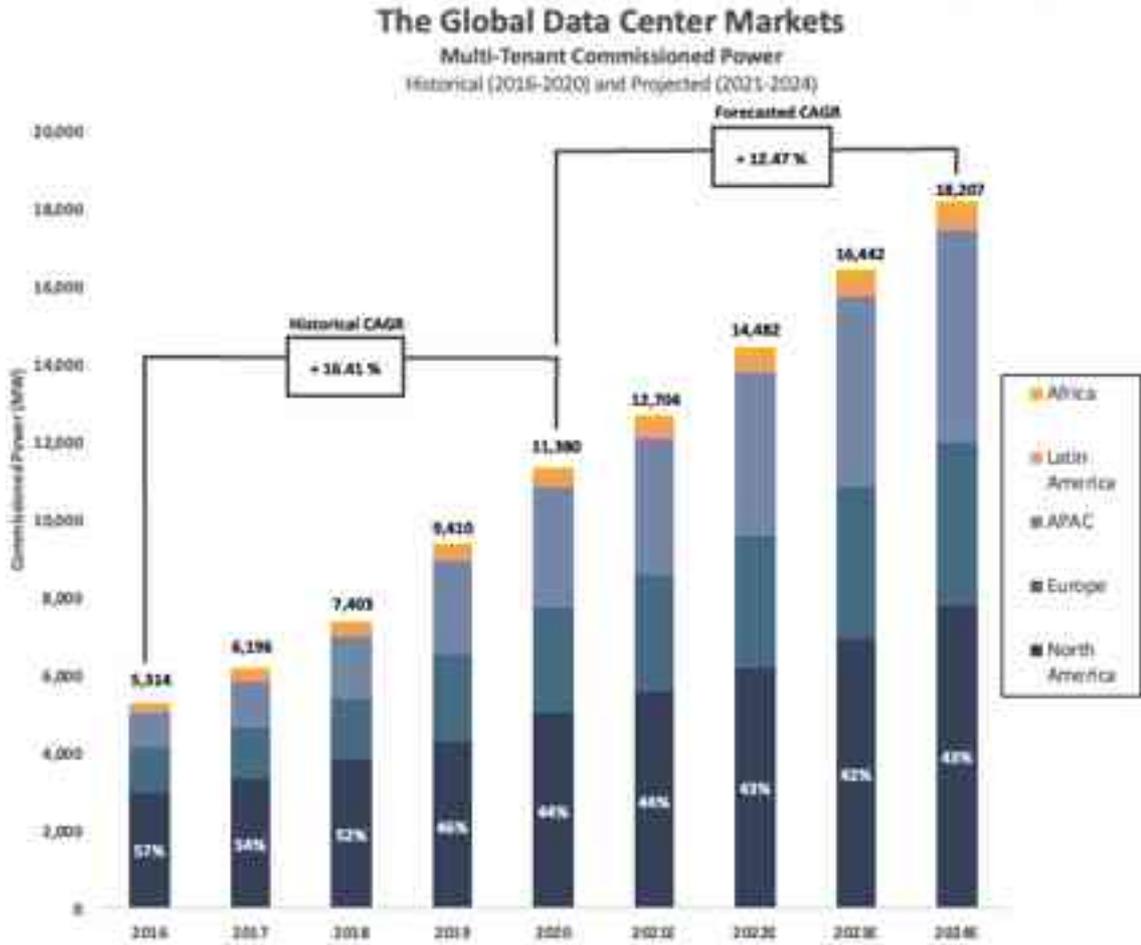
SEPTEMBER 2021



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1 Global Data Center Market Landscape

1.1 Global Data Center Market Size



- *North America Markets: Atlanta, Chicago, Dallas, Los Angeles, New York, Northern California, Northern New Jersey, Northern Virginia, Phoenix, Seattle, Boston, Houston, Minneapolis, Montreal, Quincy, San Antonio, Toronto, Portland, Columbus, Denver, Salt Lake, Vancouver, Las Vegas*
- *Europe Markets: Frankfurt, London, Amsterdam, Oslo, Berlin, Helsinki, Copenhagen, Madrid, Milan, Stockholm, Zurich*
- *APAC Markets: Hong Kong, Singapore, Sydney, Tokyo, Shanghai, Seoul, Mumbai, Chennai, Jakarta*
- *Latin America Markets: Santiago, Monterrey, Queretaro, Mexico City, Bogota, Buenos Aires, Rio de Janeiro, Sao Paulo, Fortaleza*
- *Africa Markets: Johannesburg, Cape Town, Lagos, Casablanca, Durban, Nairobi*

Source: datacenterHawk, CBRE Data Centre Solutions, African Data Centres Association, Xalam Analytics, Company Reports

1.2 Market Size Breakdown by Geography

Data center development typically occurs in the world's largest metros, in markets with favorable cost metrics and strategic benefits for data center users and providers. The majority of data center development occurs in these major markets. While less common, edge data center development is an emerging geographic trend. The goal with the edge data center concept is to construct facilities in areas of high population density and under-developed data center sectors. These facilities will process data within the city as opposed to routing internet traffic to the nearest major market, reducing bandwidth strain on major fiber routes and providing lower latency for end-users.

North America, primarily the US, is the most mature region in the global data center industry. While development occurs across the entire continent, markets like Northern Virginia, Northern California, Dallas, Chicago, Phoenix, Northern New Jersey, Atlanta, Toronto, and Los Angeles represent over two-thirds of the total commissioned power in North America. Commissioned power refers to the rentable data center capacity and is a subset of the overall building size. In these markets, new data center developments are taking place on an expansive scale to meet the needs of the largest users.

Historically, the Europe, Middle East, and Africa ("EMEA") and Asia Pacific ("APAC") regions have been several years behind North American markets in relation to demand and development trends. Most primary EMEA and APAC markets transitioned from strategic regional data center hubs primarily serving retail colocation demand to large scale data center markets competing on an international level. Since 2017, most of the data center development in these regions has occurred in markets like London, Amsterdam, Frankfurt, Dublin, Paris, Hong Kong, Singapore, and Sydney.

A developing trend, however, is the emergence of secondary EMEA and APAC markets, with hyperscale cloud companies expressing a desire to establish a presence in markets with substantial populations and an under-developed data center sector. In response, ample development and investment is taking place in markets like Berlin, Madrid, Milan, the Nordics, Zurich, Shanghai, Seoul, Mumbai, Chennai, and Jakarta.

Widespread development from hyperscale users has accelerated the maturation of the European and Asian data center markets. Hyperscale cloud companies often need to take a country-by-country strategic approach. This is due to geography, privacy laws, economic regulations, and nationalistic sentiment. For example, a German company in Stuttgart would often opt to utilize an availability zone in Berlin instead of Zurich. Although Zurich is much closer than Berlin, a German company would prefer to keep their operations in a data center located in Germany. As a result, hyperscale cloud companies are limited by borders and often must establish a presence within each country.

While there was historically a difference between retail and enterprise data center development trends in the data center industry indicate a possible shift from this model.

Data centers are much larger today compared to the facilities built in 2015. This is directly related to the overall increase in size of users' data center requirement, primarily driven by hyperscale users. While the development of retail data center capacity still occurs, most retail colocation providers now lease capacity from larger enterprise providers.

Most companies today prefer to lease data center capacity from a provider or shift operations to the cloud, as opposed to building and operating their own facilities. Hyperscale users like Amazon, Google, Facebook, and Microsoft utilize both options. Based on a market's cost metrics, the number of data center providers in a given market, and the speed at which new capacity can be delivered, these companies will either lease from a third-party provider or build the space themselves.

1.3 Key Demand Drivers

Digital transformation is the primary factor driving the growth of the data center industry, as companies shift their operations from physical to digital. Furthermore, many companies find they do not possess the expertise required to effectively operate their own digital infrastructure, so they turn to third-party data center providers and cloud operators. The increased reliance on the internet in our daily professional and private lives continues to escalate the need for data center infrastructure and has fueled the growth of the hyperscale data center market. Hyperscale data centers are facilities built on a massive scale, often supporting 20+ MW – 100 MW of commissioned power in a single facility. Companies like Amazon, Facebook, Google, and Microsoft, among others, require large data center footprints due to the immense volume of data, analytics, and operations they handle each day.

This demand is expected to continue to escalate as new technologies, such as the Internet of Things and 5G, are integrated into day-to-day life. The world's economy also continues its digital transformation from physical to online retail, as well as the digital processing of financial transactions. These trends exponentially expand the amount of data generated and processed, along with strict security standards and regulations for entities handling the data. These technologies rely on rapid processing and transmission of this data, which requires robust data center systems, thorough security compliance, and diverse, low-latency fiber infrastructure.

Digital transformation also enables companies to operate on a global scale, creating the need for a global data center presence. In tandem, companies require access to robust and widespread communications infrastructure, enabling their global operations to work efficiently on a large scale. This emphasizes the need for data center providers with a global presence who can offer seamless solutions across a user's global platform.

In response to global digital transformation, hyperscale users are shifting their strategies to be much more aggressive in their international data center development and leasing. While development in North America remains, hyperscale companies are spending the



majority of their capital in APAC and EMEA markets. The development by hyperscale companies in these markets is widespread and not confined to a handful of major cities, with companies developing in multitude of countries around the world.

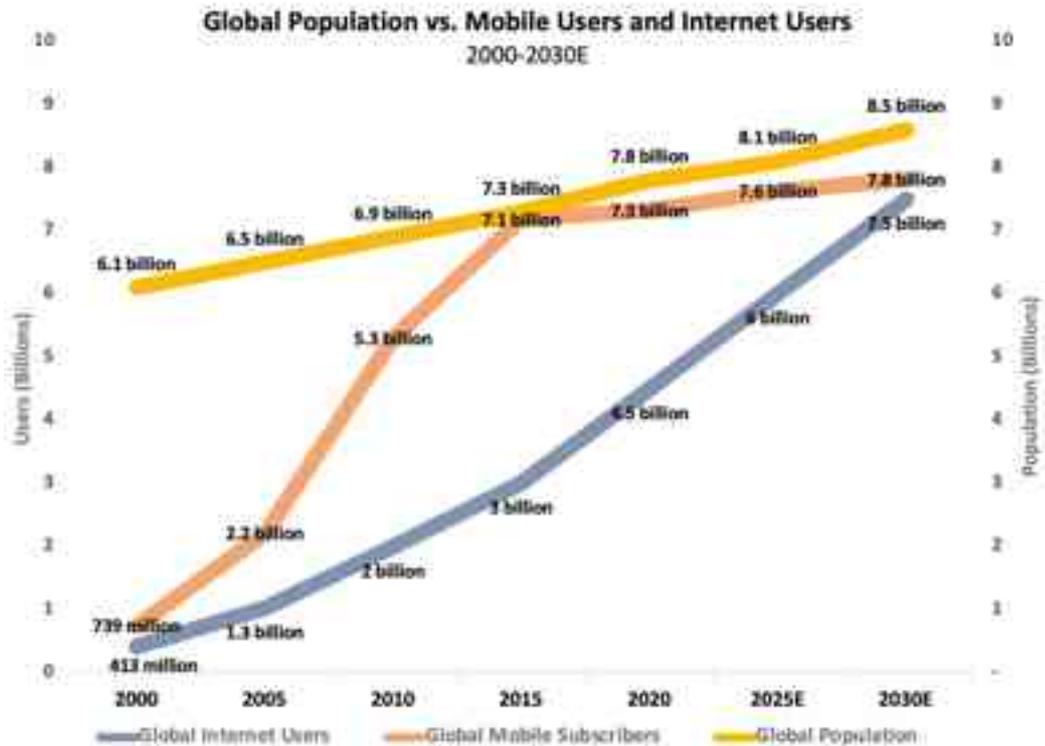
The COVID-19 pandemic revealed the importance of digital transformation and accelerated the process for many companies. In the midst of working from home, social distancing, and the closure of business and offices around the world, companies relied on digital infrastructure to maintain their operations. This included video conferencing, remote collaboration, and online retail. While none of these technologies were new, COVID-19 accelerated their adoption at unprecedented levels. According to a McKinsey & Co report¹, both customer interactions and products/services saw digitization rates far ahead average. Rate of digital customer interactions has accelerated from prior forecasts by 3 years, while rate of products & services that are digitized has accelerated from prior forecasts by 7 years.

	2019 Figure (Pre-crisis)	2020 Figure (Covid-19 crisis)	Adoption Acceleration*
Global average share of customer interactions that are digital	36%	58%	3 years
Global average share of products and/or services that are partially or fully digitized	35%	55%	7 years

** Years ahead of the average rate of adoption from 2017 to 2019. Based on the average percentage of adoption in each survey, McKinsey & Company calculated a trendline to represent the average rate of adoption in 2017, 2018, and just before the crisis, which respondents were asked about in the 2020 survey. The acceleration time frame was calculated from the amount of time it would have taken to reach the current level of digital adoption respondents report if the pre-crisis pace of change had continued.*

The revenue of hyperscale digital operations, cloud computing, and e-commerce companies like Amazon, Google, and Microsoft grew substantially, by 37.6%, 13.6%, and 12.8%, respectively, in 2020. As a result, the need for data center infrastructure grew rapidly, with over 700 MW of absorption in 2020 in the top US markets alone.

¹ McKinsey & Co 'How COVID-19 has pushed companies over the technology tipping point—and transformed business forever', October 2020



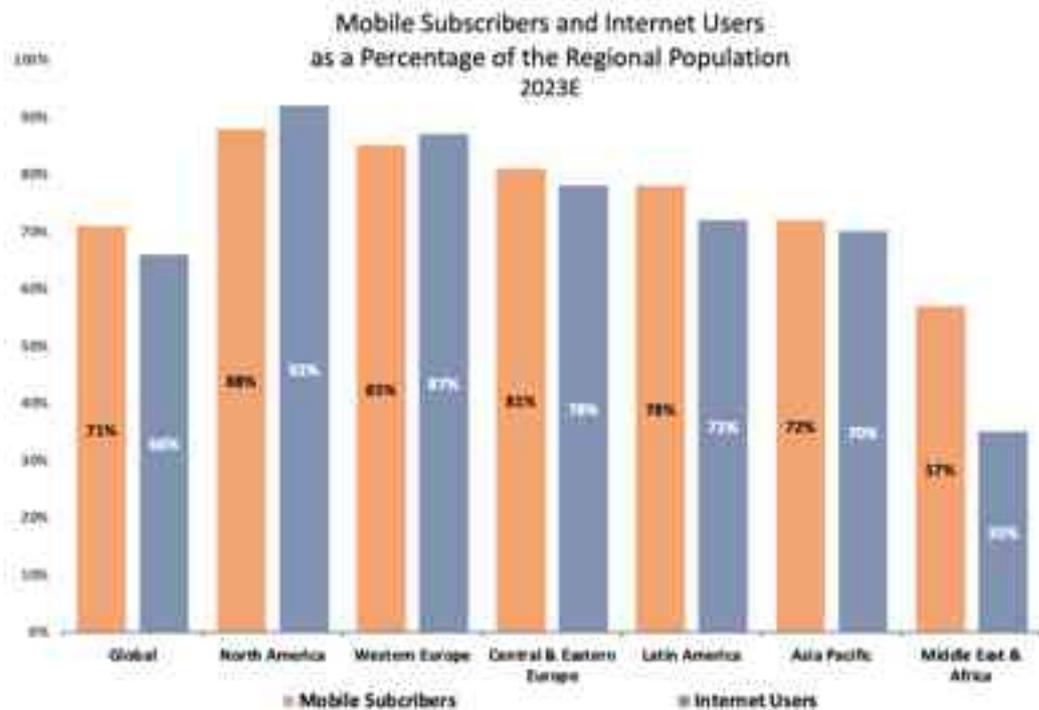
Source: The International Telecommunication Union (ITU); Worldometer, datacenterHawk, Our World in Data, Internet World Stats, We Are Social, World Bank

The global population is on track to reach 8.5 billion by the year 2030. From 2010 to 2020, the number of global internet users rose by 2.5 billion users. That timeframe produced a CAGR of 9.4%. By 2030 the total number of global internet users will grow by 2 billion users and become more in line with the global population. It is projected that in 2030, only 1 billion of the global population will not be an internet user. The CAGR from 2020-2030E for global internet users is expected to be 5.8%, based on the estimated growth of the population and users. Global mobile subscribers have slowed down since 2015. The year over year rate of change is expected to continue to remain at .65% which will give us 7.8 billion global mobile subscribers by the year 2030.

The largest usage of mobile subscribers and internet users is in North America. Cisco² reports that 90% of North America’s population were internet users in 2018. That

² Source: Cisco Annual Internet Report, 2018-2023

percentage is expected to grow to 92% by 2023, equating to an estimated 5.6 million internet users in North America. Mobile subscribers in the region will grow from 86% in 2018 to 88% in 2023. This will look like 5.8 million people of the 6.6 million North America population³ will be a mobile subscriber.



Source: Cisco

Key Customers by Demand Needs

Key Customer Type	Description	Scale of growth trajectory
-------------------	-------------	----------------------------

³ Source: Statisticstimes.com

<p>Hyperscale Cloud Service Providers</p>	<p>Represents the largest buyers of data center capacity and the fastest growing market segment. Includes service providers offering enterprises a public cloud alternative to their data storage and core operational workflows. This segment has been the most disruptive over the past few years and continues to grow as IT execs modernize their IT architecture</p>	<p>Cloud Spend⁴ (in USD billions)</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Cloud Spend (USD billions)</th> </tr> </thead> <tbody> <tr> <td>2019A</td> <td>\$243</td> </tr> <tr> <td>2022E</td> <td>\$482</td> </tr> </tbody> </table> <p>+26% CAGR</p>	Year	Cloud Spend (USD billions)	2019A	\$243	2022E	\$482
Year	Cloud Spend (USD billions)							
2019A	\$243							
2022E	\$482							
<p>Colocation / IT Solutions Provider</p>	<p>Critical player in the Hybrid IT evolution, providing enterprises with private colocation options to manage sensitive data while also offering managed services (enhanced security, recovery management, remote hands, etc.)</p>	<p>Global Hybrid Cloud Market⁵ (in USD billions)</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Global Hybrid Cloud Market (USD billions)</th> </tr> </thead> <tbody> <tr> <td>2019A</td> <td>\$52</td> </tr> <tr> <td>2025E</td> <td>\$173</td> </tr> </tbody> </table> <p>+22% CAGR</p>	Year	Global Hybrid Cloud Market (USD billions)	2019A	\$52	2025E	\$173
Year	Global Hybrid Cloud Market (USD billions)							
2019A	\$52							
2025E	\$173							
<p>Social Media</p>	<p>Pervasive element of mainstream culture which was enabled by broader access to high-speed internet and the growth of mobile devices. With the roll-out of 5G, the creation and consumption of media content is expected to continue to grow</p>	<p>Global IP Traffic⁶ (Exabytes per Month)</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Global IP Traffic (Exabytes per Month)</th> </tr> </thead> <tbody> <tr> <td>2019A</td> <td>201</td> </tr> <tr> <td>2022E</td> <td>396</td> </tr> </tbody> </table> <p>+25% CAGR</p>	Year	Global IP Traffic (Exabytes per Month)	2019A	201	2022E	396
Year	Global IP Traffic (Exabytes per Month)							
2019A	201							
2022E	396							

Trends Driving Growth of Data Center Demand

Solid demand drivers which continue to grow

Enterprise Modernization or digital transformation of enterprises is the primary factor behind the growth of the data center industry. Many companies find themselves lacking the appropriate expertise required to effectively operate their own digital infrastructure, which in turn drives the need for third-party data center providers. Increased reliance on

⁴ Source: Gartner Forecasts Worldwide Public Cloud Revenue (August 2021, July, 2020)

⁵ Market Research Future (MRFR), “Global Hybrid Cloud Market information by Service Type, by Components, by Vertical and Region – forecast to 2027”, August 2020

⁶ Cisco Visual Networking Index: Forecast and Methodology, 2017–2022

the internet in our daily professional and private lives continues to escalate the need for data center infrastructure and fuel the growth behind the hyperscale data center market.

Streaming and Social Media are among the most common user trends expected to continue to drive data center growth. The number of global social media users from 2016-2021 has grown at a CAGR of 12.7% and puts the global total of social media users at 4.20 billion.⁷ In a given minute in 2021⁸, there are 97,200 hours of content being consumed on Netflix, 26,000 apps being downloaded, \$283,000,000 being spent online at Amazon, 4.2 million Google searches taking place, 510,000 comments being posted to Facebook, another 350,000 tweets being sent on Twitter, 21 million snaps being created, and 694,000 videos being viewed on TikTok, not to mention the millions of emails being sent, songs being streamed, Yelp reviews being read, pins being pinned, Instagram posts being posted, LinkedIn connections being made, ride shares taking place, and texts being sent.

In 2016, YouTube saw 2.78 million views in one minute⁹. That number grew to 4.7 million videos viewed on the site in a single minute by the end of 2020¹⁰. Every 24 hours there are 30 million users that log into YouTube to watch 1 billion hours' worth of content on 38 million channels.¹¹

The growth in streaming continues when you look at the TikTok phenomenon. TikTok was the product of ByteDance who bought the app Music.ly. US-based TikTok users averaged 858 minutes per month on the app in March of 2020, 5 months prior in October of 2019 the average minutes per month for the same user base were 443 minutes¹². In August of 2020, TikTok Inc. in conjunction with ByteDance LTD., filed a complaint for injunctive and declaratory relief in the USA. In the case¹³, TikTok disclosed that their global monthly active users had grown from almost 55 million in January 2018 to a little over 689 million global monthly active users in July 2020. They also stated that in August 2020, the TikTok app surpassed two billion global downloads.

Cloud Computing is the on-demand delivery of a service or software via the internet. Cloud computing can be defined by three major categories:

- Infrastructure-as-a-Service, or IaaS, is the renting of computer hardware like servers, storage, and data center space (i.e., AWS, Microsoft Azure, Google Cloud Platform, etc.)

⁷ Source: DataReportal: Global Social Media Stats

⁸ Source: LocalIQ: What Happens in an Internet Minute in 2021

⁹ Source: Excelacom, Inc (2016) This is what happens in an Internet Minute

¹⁰ Source: Cumulus Media, Lori Lewis: 2020 This is what happens in an Internet Minute

¹¹ Source: Invideo

¹² Source: Statista Monthly TikTok app user engagement in the United States from October 2019 to March 2020

¹³ Source: United States District Court, D.C, Civil Case No. 20-cv-2658

- Platform-as-a-Service, or PaaS, is an environment within the cloud that allows for the delivery of applications, both basic and highly sophisticated (i.e., Oracle Cloud Platform, IBM Cloud Foundry, Dokku, etc.)
- Software-as-a-Service, or SaaS, provides access to software. Instead of software being stored on a user's computer, it becomes accessible on the internet (i.e., Salesforce, Dropbox, Google Workspace, Slack, Spotify, etc.)

E-Payment and E-Commerce adoption is another key driver of data center demand. Data centers are essential in providing secure and stable infrastructure. The global COVID-19 pandemic spurred massive demand in online transactions due to store closures and travel restriction. Furthermore, data centers are vital to the speed, security and reliability of electronic payment processing.

Emerging Trends with Enormous Potential

The Internet of Things (IoT) consists of any physical object that can connect to the internet through its own IP address. The connected device collects data and receives data. In July of 2020, IDC predicted that almost 56 billion IoT devices will be connected worldwide by the year 2025. The data from these IoT devices should reach close to 73 ZB by 2025.¹⁴

Edge computing gathers, stores, processes, and analyzes data around its location. The growth of edge computing will allow for latency to be reduced, resulting in faster streaming to the end-user. Edge computing relies on cached data held close to the source of heavy use. Received data is moved through the edge data center and onward to a core data center or hyperscale facility for storage.

Artificial Intelligence (A.I.) is a machine that utilizes a computer system to simulate human intelligence. Since A.I. devices need to recreate the human brain, a lot more data needs to be stored for the device to operate. A.I. devices rely heavily on sensors to perform. These sensors notify the device when objects are too close, roads are closed, and much more so the device has the ability to respond appropriately. These sensors frequently communicate with hardware that is stored and cooled in data centers to guide the path of the device and allows for it to function as if a human is completing the task.

An example of an A.I. device is an autonomous car. Vish Nandlall, VP at Dell Technologies, outlined the data requirements needed for an autonomous vehicle. He stated that a

¹⁴ Source: IDC

"vehicle under task," which is defined as actively grabbing and sending data, will generate 5 TB of data per hour.¹⁵

5G technology will enable extremely high bandwidths, ultra-low latency, and allow for better connection density. The International Telecommunication Union 5G requirements states that bandwidth will be at 100MHz, latency at 1ms-4ms, and connection density at 1,000,000 devices per km²¹⁶. The three primary use cases of the functionality of 5G are:

- Extreme mobile broadband (eMBB)
 - Examples include virtual reality, video calls, video monitoring, and cloud computing.
- Massive scale communication (mMTC)
 - Examples include social networking, wearable technology, smart homes and cities, industrial automation, and vehicle to infrastructure.
- Ultra-reliable low latency service (URLLC)
 - Examples include public safety, remote surgery, vehicle to vehicle or pedestrian, and industrial automation.

The launch of 5G was much anticipated and has seen a quick adoption. 5G is currently going through a global expansion. The conversion of existing infrastructure to adopt the technology, as well as new devices being created to run on 5G are underway. Chris Sharp, CTO of Digital Realty said to Data Center Frontier last year that "5G will mean bringing together cloud, core, and the edge. However, it's important that each of these runs on, or has access to the correct types of infrastructure. For example, there will always be a need for a centralized core even with the importance of edge computing for 5G."¹⁷

Environmental, Social, Governance or "ESG" is a growing factor in the development of data center facilities. It refers to the intangible impact they have on the communities they are located in and the environment at large. Data centers consume substantial amounts of electricity and water, require large parcels of land for development, generate emissions and wastewater, and communities can find the facilities aesthetically imposing and undesirable. The high value of data center assets also raises the value of land and warehouse space in the area, which can force other industries out from data center dense regions. While contributing overall to local tax revenues, large data center projects often receive some of the most aggressive tax incentives relative to the number of jobs they create.

While the impact from data centers is not a new issue, the rapid rate of growth has amplified these issues and pushed them to forefront of the public's awareness. The reality is that data centers are a necessity of today's society. This puts a responsibility on data

¹⁵ Source: Data Center Frontier (January 2021)

¹⁶ Source: ITU-R

¹⁷ Source: Data Center Frontier, 2020



center users and providers to ensure their data center solutions are as efficient, sustainable, and responsible as possible. Companies seeking to reduce impact often work with the communities to locate solutions that benefit all parties, utilize technologies and operating practices, and that reduce waste and overall consumption.

1.4 Leading Global Data Center Providers

Provider selection based on global presence, portfolio size, total revenue, and future growth potential	
Data Center Operator	Quantitative Comparison
Digital Realty	
Digital Realty is one of the world's largest data center providers, with over 290 facilities in 24 countries across six continents. Digital Realty provides a range of data center solutions, meeting retail and enterprise colocation user needs as well as the largest hyperscale service providers. This full product spectrum was developed through their years of expertise and strategic acquisitions. The company's major acquisitions include retail colocation provider Telx, hyperscale data center operator DuPont Fabros, South American provider Ascenty, and leading European provider Interxion.	<ul style="list-style-type: none"> • 290+ data centers • 24 countries • 6 continents • 35 M+ global square feet
Equinix	
Equinix is a leading provider of colocation solutions with an emphasis on a data center's connectivity requirements. Equinix was established in 1998 and today operates over 230 facilities in 63 major metros around the world. Equinix is focused on the need for connectivity, operating some of the most well-connected data centers around the world.	<ul style="list-style-type: none"> • 230+ data centers • 27 countries • 5 continents • 27 M global square feet
CyrusOne	
CyrusOne is an international provider of wholesale data center solutions, developing an emphasis on serving hyperscale users in recent years. Their facilities are traditionally larger and designed for rapid deployment. CyrusOne's portfolio consists primarily of North American data centers, though the company is actively pursuing expansion into international markets. This includes their acquisition of Zenium in Europe and their investment in ODATA in South America.	<ul style="list-style-type: none"> • 54 data centers • 6 countries • 3 continents • 8.3 M gross square feet
QTS	
QTS is a US-based provider of wholesale data center solutions, meeting the needs of enterprise and hyperscale users. The company works to provide hybrid data center solutions from their facilities, with ample fiber and cloud access. QTS pursues clients from a variety of verticals, and often does business with federal customers. While primarily US-focused, QTS operates two data centers in the Netherlands.	<ul style="list-style-type: none"> • 28 data centers • 2 countries • 2 continents • 7.8 M gross square feet
NTT Global Data Centers	
NTT Global Data Centers was founded in 1999 as a division of the telecommunications company NTT (Nippon Telegraph and Telephone Corporation). NTT Global focuses on providing an array of information and communications technology (ICT) solutions. The company delivers over 500,000 square meters of data center space to over 20 countries worldwide. In 2019, the company announced a rebrand of all data center subsidiaries – RagingWire, e-Shelter, Gyron Internet, and NetMagic – under NTT's umbrella, renaming the newly-formed company NTT Global Data Centers.	<ul style="list-style-type: none"> • 160+ data centers • 20+ countries • 4 continents • 11 M gross square feet



Vantage Data Centers

<p>Vantage Data Centers is a US colocation data center provider headquartered in Silicon Valley. Acquired by DigitalBridge in 1Q 2017, the company designs and builds data centers to attract corporate users that need 500 kW or greater. Vantage has completed transactions with Fortune 100 and top Internet companies. Vantage has a presence in several major US markets and broadened its international outreach through their 2018 acquisition of Canada’s 4Degrees Colocation, and 2020 purchase of Europe’s Etix Everywhere.</p>	<ul style="list-style-type: none">• 17 data centers• 15 countries• 4 continents• 7 M global square feet
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Global Switch

<p>Global Switch was founded in 1998 as a colocation and cloud IT service provider. The company currently operates thirteen carrier-neutral data centers in eight major metro areas across Europe and Asia-Pacific. With an emphasis on customizability and tailored services, Global Switch delivers IT solutions to a wide spectrum of customers, including global system integrators, telecommunication providers, enterprises, financial institutions, government organizations, and managed service providers. The company currently operates four million square feet of data center capacity with further developments underway. Global Switch is headquartered in London, England.</p>	<ul style="list-style-type: none">• 14 data centers• 8 countries• 3 continents• 4 M+ gross square feet
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Source: datacenterHawk, Company websites

1.5 Growth Prospects

The data center industry is one of the fastest-growing commercial real estate sectors, functioning as an essential element of our modern infrastructure. Many of the largest data center markets grew significantly in size from 2016 to 2020. As of 2Q 2021, major markets in North America, EMEA, and APAC account for nearly 11,000 MW of either commissioned or under construction power. A further 14,000 MW of power is currently planned with the potential to come to the market for future demand. The global data center market is expected to grow at a CAGR of 12.5% from 2020 to 2024E.¹⁸ The total investment in the colocation market is expected to increase from \$33 billion in 2020 to \$58 billion by 2027, at a CAGR of 8.4%.¹⁹ The hyperscale segment is also anticipated to experience substantial growth. Between 2021 and 2026, it is expected that almost \$128 billion will be invested into the global hyperscale data center market.²⁰

Data centers are valuable assets because of their strategic importance, technical complexity, and ability to retain customers. Data center infrastructure is a crucial component of a modern company’s operations and migrating this infrastructure to a different physical location presents costs and risks. Even with proper planning, relocating

¹⁸ Source: datacenterHawk

¹⁹ Source: QYResearch, Global Data Center Colocation Market Size, Status and Forecast 2021-2027

²⁰ Source: Arizton, Hyperscale Data Center Market – Global Outlook and Forecast 2021-2026 (July 2021)

involves a risk of costly operational downtime. Avoiding this requires thorough planning, which also costs time and money. This barrier to exit results in client “stickiness” and high retention, as clients typically prefer to avoid the guaranteed and potential costs involved with relocation.

Client “stickiness” is further emphasized in triple-net (“NNN”) lease structures, where an end user’s lease is based on the building square footage alone and the end user then owns and operates the data center equipment itself rather than leasing the equipment from the data center provider. End users who prefer this NNN lease structure are typically more likely to stay due to their investment in the project and the challenges associated with migrating applications should they choose to relocate.

While the data center industry is capable of tremendous growth, challenges do exist for new companies and investment firms starting with a blank slate.

- **“Sticky” customer relationships with relative high customer retention rates:** Data center users typically form relationships with data center providers and find value in growing their business with that provider in the future. This can create a challenge for new providers, as they must convince potential customers that their data center facilities and services are more favorable than the company’s existing data center provider. These advantages must also be of sufficient value to justify the complicated, and often costly, task of migrating applications from the company’s existing data center provider. The cost to migrate 1 MW of IT infrastructure is typically in the \$15 – 20 million range²¹.
- **High barriers to entry with substantial development cost:** To aid in justifying a customer’s transition away from their existing data center provider, new providers will often fully build out speculative capacity that can be shown to prospective customers. This can also present an obstacle to the success of new providers. Given the technical nature of data centers, it takes an average of \$15-\$30 million to build 1.125 MW of capacity²². While building out capacity to show potential customers can improve a provider’s ability to execute transactions, it does not guarantee success. It can be difficult for new providers to balance the capital required to be competitive with the risk of not generating returns on the capital spent if they are unable to land a customer.
- **Specialized real estate class requiring operational expertise:** Investment firms often provide capital to existing data center providers or acquire facilities in sale-leaseback transactions to avoid the complications of attracting new business and the higher capital commitment required to compete with existing providers.

²¹ *Align Communications*

²² *Align Communications*

1.6 Trends

North American Trends

North America is the most mature data center region in the world. Northern Virginia, Northern California, Dallas/Ft. Worth, Chicago, and Phoenix are the largest five markets in North America, with a combined multi-tenant supply total of 3,400 MW as of 2Q 2021.²³ Northern Virginia is the largest market and the top destination for large data center deployments.

Hyperscale demand continues to drive the North American data center market to new levels. The demand from cloud service providers, social media giants and other technology companies has increased both their leasing from data center providers and the development of their own campuses. These trends are evident throughout the primary and secondary North American data center markets. The return of enterprise demand is also an encouraging sign after a lull in 2020 and early 2021. According to Gartner, end-user spending on data center infrastructure in 2020 declined 10.3% due to uncertainty relating to the COVID-19 pandemic. However, that spending is projected to reach \$200 billion in 2021, a 6% increase over 2020, and to continue its growth through 2024.

In order to meet the anticipated demand, data center providers are acquiring and holding land sites for longer periods without immediately starting the development process. This “land banking” trend enables data center providers to accelerate development timelines when needed in efforts to win future requirements.

Increased demand in the industry has led to a number of innovations on the part of data center operators. Design improvements, supply chain optimization, increased investor interest, and M&A activity have all contributed to data center operators delivering capacity more quickly and efficiently. New entrants into the sector, backed by private equity, provide an increasing competitive environment. Given these factors, leasing rates across the North American data center industry remain aggressive. While the industry conditions will likely persist, pricing in major North American markets is likely near its floor.

European Trends

In Europe, London is the largest market with Frankfurt, Amsterdam, Paris, and Dublin rounding out the top five markets. London has both a large population center and is a preferred location within Europe for corporate headquarters. Financial institutions, consumer goods, manufacturing, and travel companies all have international

²³ Source: datacenterHawk

headquarters in London. In addition, many non-European firms have established their European headquarters in London. This highly connected hub serves as the bridge between North America and Europe.

Hyperscale demand in Europe has led to pre-leasing constraints on supply in both the primary and secondary markets. Although hyperscale users are deploying a mix of build and buy strategies, leasing remains much more prevalent in Europe relative to North America due to speed to market challenges as well as more decentralized deployments due to data sovereignty requirements. The secondary markets in Europe have recently begun to draw greater interest from large hyperscale users trying to mature their footprints.

The delivery of new supply is somewhat constrained by a lack of available power and country-specific regulations in certain markets (e.g., Frankfurt, Amsterdam, Paris, etc.). Lease pricing within the European data center market has been aggressive but is firming in markets where supply is constrained.



Pricing trends shown here from 2019-2021 for the major European markets: Frankfurt, London, Amsterdam, Paris and Dublin. Graph shows average rate per market for 250 kW- 4 MW lease transactions, as well as pricing bands representing the same size transactions.

Source: datacenterHawk

APAC Trends

Within the region, Singapore is one of the largest data center markets with 648 mw of power. This market attracts demand because the power grid is dependable, the geopolitical landscape is stable, and the market is hospitable to business. However, Singapore is currently under a moratorium on new data center construction due to concerns about power consumption. The moratorium in Singapore is expected to be lifted in 2022 but is impacting vacancy and rental rates in the meantime. Lynus Pook, Colliers Asia's Senior Director of Industrial Advisory, stated to Singapore's Channel News Asia, that "rental rates have increased by more than 30 per cent" from 2020 rates.²⁴ In the short term, the moratorium will benefit the surrounding APAC markets as data center development is stalled in Singapore.

Beyond environmental regulations, the availability of power is also a concern in the region. These challenges are influencing pricing, which is beginning to reach new highs where supply is constrained.

Hyperscale data center demand contributes to the growth in this region in both the primary and secondary markets. Like Europe, speed to market challenges are causing hyperscale users to deploy via leasing agreements rather than building in the region. Enterprise demand should begin contributing to the growth in the region the near term.

Four of the top five largest countries by population are located in the APAC region (China, India, Indonesia, Pakistan). The US Census Bureau reports these four countries account for more than three billion people out of the worldwide population of nearly seven billion.²⁵ The current size and growing population in the APAC region as well as the future adoption of innovative technologies will further increase the demand for computing power within this region.

Africa Trends

With 15% of the world's population and just 1%-2% of global data center capacity, Africa represents a significant opportunity for growth. Mobile, gaming, and e-commerce will all drive demand into the future. However, there are several challenges to data center development in Africa. The lack of a stable power grid and lack of experienced manpower lead to longer development timelines and higher cost of operations.

Large multi-national data center operators and cloud service providers are beginning to make investments in Africa, reflecting a bullish attitude towards the continent. Examples

²⁴ Source: CNA (May 2021)

²⁵ Source: US Census Bureau



include Digital Realty's acquisition of Interxion in 2019 (including assets in Kenya) and AWS' deployment of an AWS Region in Cape Town, South Africa in 2020. Facebook's announcement of the 37,000-km 2Africa subsea cable to connect Europe and Africa suggests additional momentum towards connecting Africa with the rest of the globe.

Key markets in Africa include South Africa (Johannesburg, Cape Town, Durban), Kenya (Nairobi), Nigeria (Lagos), and Egypt (Cairo). On a percentage basis, these primary markets are expected to double by 2025. Other markets like Casablanca, Tunis, and Algiers – all coastal cities – will likely also see increased investment, following the pattern of development in North America and Europe.

Latin America Trends

The investment in digital infrastructure, and specifically hyperscale deployments for global cloud providers, is growing in Latin America. Prior to 2016, data center activity was primarily concentrated in smaller facilities to fill immediate local needs. Data center facilities in Brazil, Mexico, Columbia, Chile, and beyond have consistently begun to reach sizes of 5+ MW. With Oracle, AWS, Microsoft, and IBM announcing plans to expand their cloud offering in Latin America, data center providers have also begun to announce investments in metro areas close to these hyperscale users. High upfront costs and a less educated workforce have inhibited enterprise digitization, but the COVID-19 pandemic has highlighted the need to join the digital transformation.

Brazil has historically been the main country of interest in Latin America. Sao Paulo and Rio de Janeiro have been the largest developed data center markets due to these two megacities status as the country's primary business hubs. Brazil is estimated to have more than 200 data centers with more underway. The growth in Brazil can be linked to a sizable economy and the large population in the country. Continued data center growth is expected in the major metros and among the secondary markets in Brazil. Fortaleza is a particularly attractive secondary market due to its 17 subsea cable connections, the most of any metro area in Latin America and the gateway to Africa, Europe, and North America.

The data center market in Chile has continued to grow since Google's first land acquisition in Quilicura, Chile back in 2012. In January of 2021, Lucas Palacios, the Chilean Minister of Economy, Economic Development and Tourism reported to El Mercurio that there are 24 digital infrastructure projects in the pipeline for the country over the next five years. Among those projects are several hyperscale users looking to expand their cloud presence through Latin America.

Future trends in the Latin America data center market will likely include continuing investments in both local fiber connectivity as well as subsea cables to support the expansion of data center capacity. Mexico, Columbia, Peru, and Argentina are expected to see future data center growth. It is unlikely that Venezuela, Bolivia, and Nicaragua will

experience any booming growth as these markets are currently closed to foreign investments or provide little incentives to investors.

2 North American Data Center Market Landscape

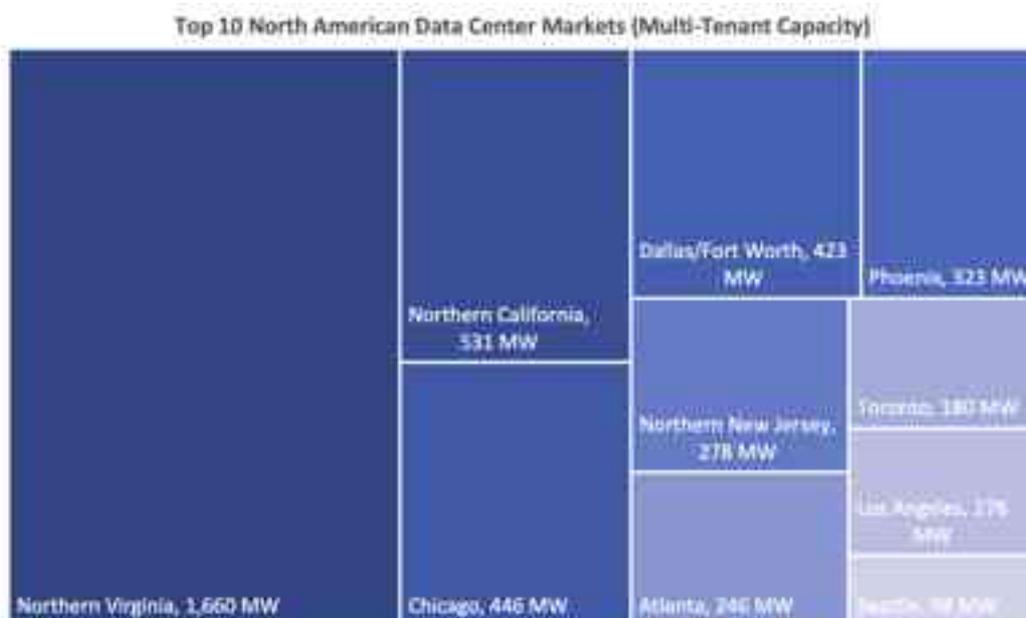
2.1 Aggregate Size and Growth



- Northern Virginia, Northern California, Dallas/Fort Worth, Chicago, Phoenix, Northern New Jersey, Atlanta, Los Angeles, Seattle, New York, Toronto, Montreal, Portland, Houston, Boston, San Antonio, Quincy, Minneapolis, Las Vegas, Salt Lake City, Denver, Columbus, Vancouver

Source: datacenterHawk

2.1.1 Top 10 North American Data Center Markets



Source: datacenterHawk (Q2-2021)

2.1.2 Digital Core REIT Markets

	Northern Virginia	Northern California	Los Angeles	Toronto
2Q-2021A Multi-Tenant Commissioned Power	1,660 MW	531 MW	176 MW	180 MW
Multi-Tenant Commissioned Power Growth (2Q-2021–2024E CAGR)	21.7%	10.7%	12.1%	12.5%
2Q-2021A Vacancy Rate	3.1%	4.1%	5.8%	6.7%
2024E Vacancy Rate	2.2%	3.8%	3.0%	5.5%
Average \$/kWh	\$.07-.08	\$.09-.10	\$.14-.15	\$.08-.09

Source: datacenterHawk

2.1.3 Top North American Providers



Source: datacenterHawk

2.2 Northern Virginia

2.2.1 Overview

Northern Virginia is the largest data center market in the United States, with over 1,660 MW of commissioned power. The area is mature and well-connected and traces its roots to the U.S. Government's experiments in wide area fiber optic networking in the late 1960s. The low-latency connections to the national fiber network backbone along with a relatively business-friendly environment make Northern Virginia the top market for data centers serving the area's biggest public and private enterprises.

The largest volume of data center development occurs in Loudoun County, more specifically in Ashburn, dubbed as "Data Center Alley" due to the huge concentration of data centers. More than 150 data centers have been built here and account for over 2,000 MW of power. Other popular Loudoun County suburbs include Sterling, Leesburg, Herndon and Reston. With the rapid growth of the Loudoun County market and the dramatic increase in the cost of land, providers have sought alternative locations for development to keep up with demand. The most common is Manassas in neighboring Prince William County, which has also experienced a healthy share of data center development.

2.2.2 Key Northern Virginia Data Center Providers

Key Northern Virginia Data Center Providers (2Q-2021)					
Provider	Digital Realty	CloudHQ	CyrusOne	Equinix	NTT
Number of Facilities	24	4	8	15	5
Operational Square Feet (000s)	5,894	1,322	1,217	907	723
Commissioned Power (MW)	470	264	231	93	92
Occupancy	92%	100%	91%	95%	97%
Net Operating Income (000s)	\$577,666	n/a	\$240,689	n/a	n/a

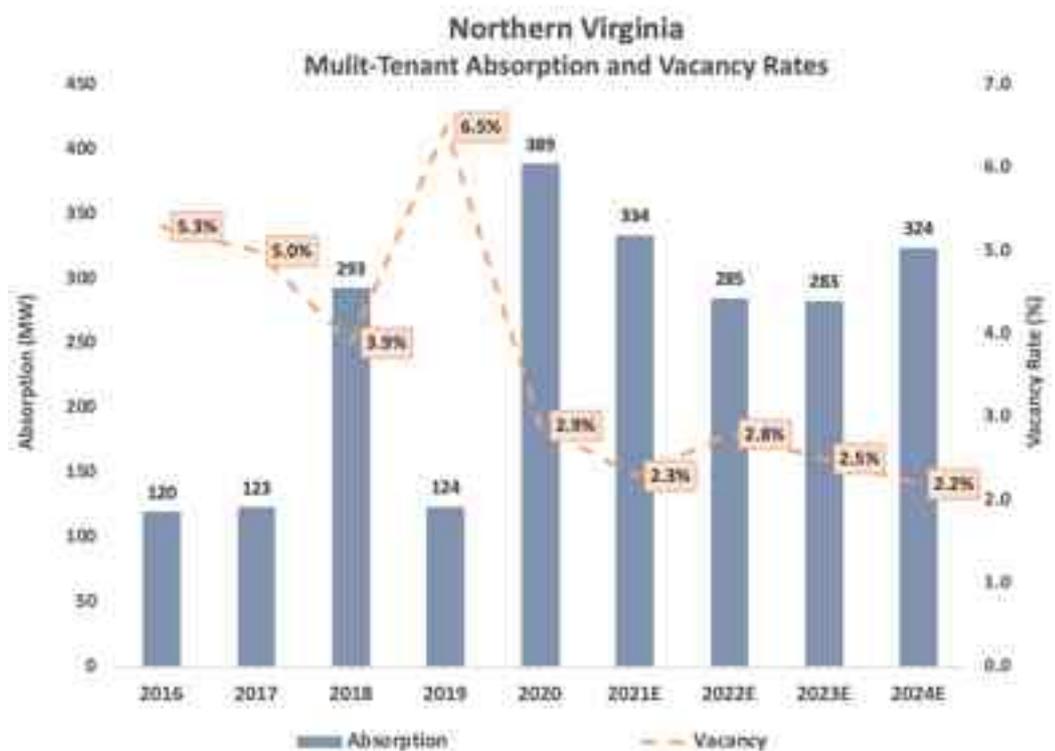
Source: datacenterHawk, Company Reports

2.2.3 Northern Virginia Historical Growth and Occupancy

Over the past several years, the Northern Virginia data center market has cemented its place as the largest data center market, not just relative to other North American markets, but on a global basis.

The market experienced substantial growth in 2018, when it grew nearly 300 MW, and again in 2020, when it grew by more than 350 MW. Vacancy rates have dropped since 2015, aside from a one-year increase in 2019, as data center users continue to view the market as an attractive destination for their digital infrastructure. The persistent decline has led to one of the lowest market vacancy rates in North America.

The Northern Virginia market is expected to see continued growth while market vacancy rates will likely remain low.



Source: datacenterHawk



2.2.4 Northern Virginia Lease Rates

While Northern Virginia may be the largest data center market in the world, its colocation pricing is competitive compared to other major North American markets and is ranked number 10^{of} the top ten markets in North America for hyperscale lease pricing.

In 2021, average enterprise lease rates declined 7% while hyperscale and retail lease rates remained generally flat. With high levels of hyperscale demand, numerous data center competitors, and attractive tax incentives, market pricing will likely remain competitive in the near term.

The competitive pricing in Northern Virginia reflects the growth in the number of providers, supply chain maturity, and greater customer participation during the design process. With the mix of public and private companies in Northern Virginia (although this trend is not limited to this market), it's not uncommon for one operator to offer a lower rate to meet the unique requirements of a specific opportunity. Data center operators have also made strides in maximizing the efficiency of their design and supply chains, helping to drive down development costs. Finally, pre-leasing is more prevalent in Northern Virginia committed, enabling operators to build to a given customer's specific requirements.

Northern Virginia Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	200	275	130	155	*	*
2017	190	275	130	155	*	*
2018	175	275	115	150	*	*
2019	165	275	100	125	75	100
2020	165	275	90	115	70	95
2021	160	275	85	105	70	95
2022E	160	275	80	105	70	90
2023E	155	275	75	100	70	90
2024E	155	270	80	105	75	95

**Insufficient hyperscale pricing data*

Source: datacenterHawk

2.2.5 Northern Virginia Key Market Characteristics

The Northern Virginia data center market is known for its large-scale development. The data center users within this market typically require robust infrastructure, runway for adjacent expansion, and favorable economic terms to match their commitments from a size and growth standpoint.



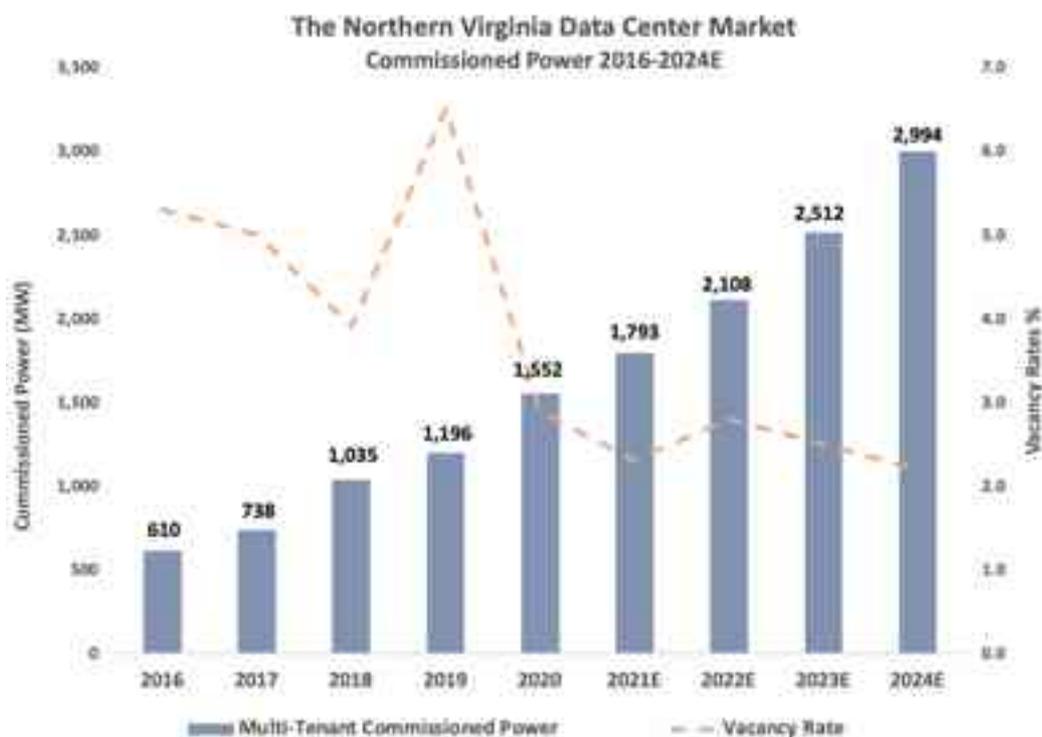
Dominion Energy is the main power provider in this market and distributes power through companies like the Northern Virginia Electric Cooperative and the Virginia Electric & Power Company. At an average of \$.06-\$.07/kWh, the region's power cost is below the national average and compares favorably to other East Coast metro areas like New York, Northern New Jersey, or Boston.

Availability of power is limited only by transmission infrastructure, not a lack of supply. The development of new data centers is outpacing the delivery of new substations and distribution facilities in Ashburn. Although minor, the backlog of power infrastructure waiting for installation in Ashburn is an advantage for nearby areas like Manassas and Leesburg, where there are comparatively fewer data centers, and the infrastructure is more readily available. Projects are beginning to grow in these nearby suburbs as Ashburn works out how to deliver the supply.

Data center providers generally seek the support of Loudoun County and other local Virginia governments, where they receive incentives in the form of permitting aid or tax abatements. The State of Virginia offers sales and use tax abatements on data center equipment for data center developments with an investment of over \$150 million and the creation of at least 50 high-paying jobs. In "distressed localities," these requirements are reduced to \$70 million and 10 high-paying jobs. Although Loudoun County's data center tax rate is higher than Prince William County's (\$4.20 per \$100 assessed value vs \$1.35) development favors Loudoun County. This is due in part to Loudoun's Fast Track Commercial Incentive Program, which drastically reduces permitting approval timelines, with most projects finishing in less than a year.

The region's digital ecosystem and fiber reach are two primary factors behind its explosive growth. Northern Virginia is one of several anchor points of the worldwide internet. An estimated 70% of the world's internet traffic runs through Northern Virginia. No other region has more data center facilities, data center providers, or access to major cloud providers.

2.2.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	1660 MW	Under Construction [not leased]	38 MW
Available Power	51 MW	Planned Power	3334 MW
Vacancy Rate	3.1%	YTD Absorption	102 MW

Source: datacenterHawk

The massive size and scale of the Northern Virginia data center market creates a unique supply and demand relationship. The market’s vacancy is the lowest among all major markets at 3%, although the market itself is not underserved.

Absorption in this market occurs on a large scale, driven primarily by demand from hyperscale users. The market has averaged 65 MW of absorption every quarter since 1Q 2018 and has grown by 923 MW of commissioned power over the same period. Retail colocation leases represent less than 5% of the market’s demand. Transactions between 1-5 MW represent a larger portion of the total number of leases executed, but still a



significantly smaller portion of all absorption than hyperscale. These transactions represent approximately 30% of the market’s absorption, with 65% of absorption driven by transactions larger than 5 MW.

Northern Virginia’s demand creates a highly competitive colocation market, which impacts the speculative data center development in the market. There is more than 3,000 MW of future planned power in Northern Virginia, which will come from over 30 providers in the market. Data center providers who have the available capital to begin building are best suited to capture business with a speed-to-market approach, compared to smaller providers with limited capital.

The outsized demand requirements in Northern Virginia tend to skew development primarily towards hyperscale facilities. These facilities are designed for 10 MW of commissioned power or more, often with multiple identical halls that can be built out over time. Retail colocation is a minor market segment, and the development of dedicated retail colocation facilities is uncommon.

Most of the development over the last several years has been in response to a pre-lease or has been pre-leased prior to delivery. It is common for a single tenant to reserve rights on an entire data center campus, and much of the vacant capacity that comes to the market is often leased quickly, within three to six months following delivery.

Major cloud service providers including AWS, Microsoft, IBM, Oracle, Alibaba Group and Tencent, with their large compute requirements have a presence in Northern Virginia. Chief among them is Amazon, which has over 100 owned data centers operational, under construction, or planned in Northern Virginia, with new projects and land acquisitions occurring regularly. Microsoft and Google also have hyperscale campuses in Northern Virginia and are actively expanding their footprint.

2.2.7 Significant Investment Activity Transacted in Northern Virginia

Northern Virginia Significant Investment Activity				
Investor	Digital Bridge/ Colony Capital	IPI Partners	TPG Real Estate Partners (TREP)	TA Realty
Provider	Vantage Data Centers	Infomart Data Centers	Quantum Loophole	TBD*
Date	2017	2018	2021	2021

Comments	Since 2017, Digital Bridge and Colony Capital have aided in the funding and expansion of Vantage’s data center growth within the US and Internationally. These include Digital Bridge’s acquisition of Vantage in 2017 for an estimated \$1B, and Colony Capital’s \$1.2B investment in 2020.	Investment firm IPI Partners acquired three data center assets from Infomart in 2Q 2018. The company combined these with existing assets and data centers purchased from T5 Data Centers to form STACK INFRASTRUCTURE.	TREP invested in a newly formed company, Quantum Loophole, as an entrance into the data center industry. The company selected a site in Frederick, MD where they intend to build a massive 1,000+ MW data center campus	TA Realty entered the data center industry in early 2021 with the acquisition of a 100-acre site in Leesburg where they intend to build up to 1.5M square feet of data center capacity.
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Source: datacenterHawk

* This land was acquired in 2021. Construction on this facility is expected to begin by the end of 2021 on building 1 with completion in Spring 2023 & construction on building 2 is to start in 2022 and end in Spring of 2024. It is unknown at the time of this report if TA Realty will operate the facility or use a third party.

2.2.8 Investment Trends

Cap rates in the Northern Virginia market remain at or around 4%, reflecting a larger national trend of investor interest in the data center sector as well as a limited number of investment opportunities relative to other traditional real estate asset classes (e.g., office, industrial, retail, multifamily, etc.).

Rental rates in Northern Virginia experienced a substantial drop between 2017-2020. Since 2020, though, the decline has leveled off. Demand from hyperscale users was responsible for the initial drop in pricing, as providers rushed to capture hyperscale transactions. While competition for these transactions remains strong, the importance of pricing has lessened, which alleviates the market’s push for lower rates and allows yields to remain consistent.

Northern Virginia is unique among all data center markets from an investment perspective given the size of user demand, often creating supply and demand imbalances not experienced elsewhere. The market also stands out due to the numerous existing and under construction single-tenant facilities occupied by the rapidly growing cloud service provider sector. These assets feature significant customer investments with high barriers to exit, in a market with the deepest global demand.

2.3 Northern California

2.3.1 Overview

Northern California is the second largest data center market in North America at 531 MW of commissioned power as of 2Q 2021. It includes the sub-markets of Silicon Valley (“SV”), San Francisco (“SF”), and Sacramento (“SAC”). Despite expensive real estate, high power costs, and risk of earthquakes, growth from large data center users and colocation/cloud operators remains strong.

The Northern California data center market has experienced growth in several cities south of San Francisco, with most of the development concentrated in Santa Clara. Santa Clara’s data center market growth is partly due to Silicon Valley Power, the city-run electric company which has consistently offered lower power costs to data center users. Santa Clara contains over 45 data centers and 300 MW of commissioned power located in a three and a half square mile area, an area second in density only to "Data Center Alley" in Northern Virginia. Several data center users and providers also have facilities in San Jose, directly southeast of Santa Clara, as well as Sunnyvale and Milpitas.

2.3.2 Key Northern California Data Center Providers

Key Northern California Data Center Providers					
Provider	Digital Realty	Vantage	Equinix	CoreSite	STACK
Number of Facilities	SV – 20 SF – 4	9	14	9	2
Net Operational SF (000s)	SV – 2,251 SF – 825	505	648	429	241
Commissioned Power (MW)	SV – 106 SF - 29	114	61	57	43
Occupancy	SV - 97% SF – 65%	99%	95%	86%	100%
Net Operating Income (000s)	SV – \$214,289 SF – \$62,762	n/a	n/a	\$108,309	n/a

Source: datacenterHawk, Company Reports

2.3.3 Northern California Historical Growth and Occupancy Rates

While the Northern California data center market may be one of the largest in North America, growth in the market is more measured. Adding new data center capacity in Northern California is a time-consuming process. Site acquisition, data center design, project approval, demolition, and construction can extend the overall process up to three times longer than other markets. Given these constraints, demand currently outstrips supply, as demonstrated by a market vacancy rate among the lowest in the nation. Looking forward, the timeline for delivery of new supply is expected to remain extended, which should continue to depress market vacancy rates.



Source: datacenterHawk

2.3.4 Northern California Lease Rates

Today, transactions smaller than 1 MW account for approximately 10% of market absorption. The remaining 90% of market absorption is evenly split between transactions of 1-5 MW and 5+ MW. Users typically lease entire data halls, some with expansion rights on adjacent capacity or other facilities on the provider’s campus.



Northern California rental rates have been driven by similar factors as in Northern Virginia. Scale, competition, and client quality have generally pressured rates at the lower end of the pricing range. The potential for future rental rate declines is more limited in Northern California relative to other markets, however, due to the high barriers to entry.

Northern California Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	175	300	120	175	*	*
2017	175	300	130	185	*	*
2018	165	275	120	180	*	*
2019	125	250	100	175	95	170
2020	125	250	100	175	100	175
2021	125	250	110	180	100	170
2022E	125	250	105	180	95	165
2023E	120	245	100	180	95	165
2024E	115	245	100	175	95	160

**Insufficient hyperscale pricing data*

Source: datacenterHawk

2.3.5 Key Market Characteristics

Northern California data center requirements have typically been driven by regionally headquartered technology-focused companies. Silicon Valley is synonymous with technology and is one of the world's primary tech hubs. Silicon Valley's robust tech industry has fueled much of the data center market growth, with technology giants like Apple, Facebook, Google, Adobe, ServiceNow, and Salesforce all headquartered in the area.

Pacific Gas & Electric and Silicon Valley Power are the primary power providers serving the market. Electric rates are high, especially compared to other colocation markets. The rates average between \$.10-\$.14/kWh. Power procurement can be an obstacle as well, which makes existing data centers and new development projects with power already procured more attractive to prospective customers.

The region has a consistent climate with few extremes, although the threat of wildfires, drought, and earthquakes are considerations when building and locating data center requirements in the region.

California offers no official data center tax incentives, but some municipalities have given aid on a case-to-case basis. Despite the obstacles, the Northern California market has grown by over 200 MW since 2015 and remains the second largest data center market in North America.

2.3.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	531 MW	Under Construction [not leased]	37 MW
Available Power	22 MW	Planned Power	459 MW
Vacancy Rate	4.1 %	YTD Absorption	17 MW

Source: datacenterHawk

Since 2016, most Northern California data center developments have been built on a larger scale than previous designs to capture hyperscale demand. Given that demand frequently outpaces supply, new capacity is typically pre-leased prior to delivery. Available power that does hit the market is generally leased within 3-6 months following delivery. Consequently, Northern California’s market vacancy rate is second lowest in the US, sitting at 4.1% as of 2Q 2021. Consistent pre-leasing trends, strong absorption, and



the lengthy process for adding new capacity will likely keep market vacancy low for the foreseeable future.

2.3.7 Significant Investment Activity Transacted in Northern California

Significant Investment Activity in Northern California			
Investor	Digital Bridge/Colony Capital	IPI Partners	GI Partners
Provider	Vantage Data Centers	Infomart Data Centers	-
Date	2017	2018	2021
Comments	Since 2017, Digital Bridge and Colony Capital have aided in the funding and expansion of Vantage’s data center growth within Northern California, the US, and internationally. These include Digital Bridge’s acquisition of Vantage in 2017 for an estimated \$1b, and Colony Capital’s \$1.2b investment in 2020.	Investment firm IPI Partners acquired three data center assets from Infomart in 2Q 2018. The company combined these with existing assets and data centers purchased from T5 to form STACK INFRASTRUCTURE.	GI Partners launched their GI Real Estate Essential Tech + Science Fund in early 2021, followed quickly by the purchase of three buildings in Santa Clara for a combined \$79m. The company will utilize the purchased properties for data center development.

Source: datacenterHawk

2.3.8 Investment Trends

Northern California cap rates are being compressed as well. The challenges with delivering new supply in this area and the hyperscale user demand have pushed up pre-leasing for the past several years. Given the favorable supply/demand dynamic, cap rates in the Northern California market have been in the high 3% to low 4% range.

The Northern California data center market is significantly influenced by the robust commercial real estate market in both the Santa Clara and San Jose markets. Developing data centers with the ability to meet large scale demand remains a challenge, given the tight office and industrial markets in these cities, and this trend is expected to continue.

2.4 Los Angeles

2.4.1 Overview

Los Angeles is a growing data center market, holding strategic value for users due to the market’s subsea and long-haul fiber anchor points and its growing economy located there. Not only is Los Angeles one of America's largest cities, but it is also a global hub for commerce and finance. The region has a broad and diverse economy but is most often associated with the entertainment industry. As Hollywood and other entertainment properties such as video games embrace Internet delivery, the Los Angeles data center market has grown to meet the demand. This accounts for consistent absorption in Los Angeles, from users requiring colocation solutions and from cloud providers taking data center space to serve the market.

The costs associated with developing and operating data center space in Los Angeles limits hyperscale development, though hyperscale users look favorably on the market. Hyperscale users do not typically develop their own facilities in Los Angeles, often opting to lease space from data center providers. While hyperscale users have executed several leases above 5 MW, most transactions are smaller. These small deployments anchor the company’s regional operations and leverage Los Angeles’ interconnection.

The downtown Los Angeles area has a strong presence of data centers. The largest data center downtown is One Wilshire, which sold for \$437 million in 2013 by GI Partners. At the time of sale, the 30-story, 663,000 SF building was the most expensive building ever sold in downtown Los Angeles. CoreSite (which has a large presence within One Wilshire), Digital Realty, Equinix, and AtlanticMetro all have locations in downtown Los Angeles.

While several providers occupy the downtown area, most of the new market activity has occurred south of Los Angeles International Airport in El Segundo. Cyxtera, Digital Realty, Equinix, and ServerFarm all have facilities in the area. In addition, the city of Irvine, CA (approximately 30 miles to southeast of Los Angeles) has a small data center presence as well. Evoque, Cyxtera, and DataBank all have invested in the Los Angeles suburb of Irvine, CA.

2.4.2 Key Los Angeles Data Center Providers

Key Los Angeles Data Center Providers (2Q-2021)					
Provider	Equinix	CoreSite	Server Farm	Digital Realty	Evoque
Number of Facilities	5	3	1	4	2
Operational Square Feet (000s)	370	581	98	799	214

Commissioned Power (MW)	36	31	18	14	12
Occupancy	94%	91%	100%	85%	100%
Net Operating Income (000s)	n/a	\$95,437	n/a	\$43,813	n/a

Source: datacenterHawk, Company Reports

2.4.3 Los Angeles Historical Growth and Occupancy Rates

While demand in the Los Angeles data center market is currently higher than in previous years, absorption is inconsistent. Most quarters close with less than 1.5 MW of absorption. These quarters are offset by the occasional strong quarters, which see net leasing in the 5-10 MW range, which helps raise the market's average quarterly absorption. Due to the outbreak of the COVID-19 pandemic, absorption in 2020 was lighter than previous trends, while commissioned power growth continued at its usual pace. This contributed to an uptick in vacancy in 2020, which is anticipated to return to normal levels in 2021 onward.



Source: datacenterHawk



2.4.4 Los Angeles Lease Rates

Due to the costs and size of data centers, most transactions completed in the Los Angeles market are small. Approximately 65% of transactions executed are below 500 kW, with 30% attributed to transactions between 500 kW and 1 MW. The remaining 5% of transactions are over 1 MW. While these transactions represent a stark minority of all transactions, they account for the majority of the market’s total power absorption.

Lease rate change in Los Angeles is flatter than other markets, due to the average level of demand, competition, and cost of operating in the market. Los Angeles’ supply and demand is generally in balance. The steady pace of demand limits competition for vacant space and keeps the need to new development at a predictable cadence. As the costs of operating in Los Angeles are higher than average, hyperscale users do not install large deployments in the market. This also keeps market competition at consistent levels, as there is not a strong rush from providers attempting to capture large-scale demand. These characteristics have kept rates generally flat.

Los Angeles Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	225	275	130	155	*	*
2017	225	275	130	155	*	*
2018	225	275	125	150	*	*
2019	200	300	100	125	100	125
2020	200	300	100	140	100	125
2021	210	300	100	150	100	125
2022E	210	300	100	155	100	125
2023E	210	300	100	150	100	120
2024E	200	300	100	150	100	120

**Insufficient hyperscale pricing data*

Source: datacenterHawk

2.4.5 Key Market Characteristics

Demand in the Los Angeles market typically comes from companies already located in Southern California. The growing business environment continues to create data center requirements that want to remain in the region. As companies mature their data center footprint, Los Angeles’s market is attractive because of the connectivity, cloud options, and international focus. This will continue to drive demand for data center infrastructure in Los Angeles in the future and elevate client retention.



Connectivity to domestic and international markets is one of the reasons companies like Los Angeles. It is a major access point to diverse long-haul fiber lines linking Phoenix and Las Vegas to the West Coast, as well as routes running along the coast from Mexico to Canada. Los Angeles is also a common subsea cable anchor point. Through these, Los Angeles truly is North America's gateway to the Asia-Pacific market and other international hubs. It is this characteristic that contributes most heavily to hyperscale users' interest in the Los Angeles market.

In the case of companies evaluating several markets in the southwestern U.S. (Los Angeles, Las Vegas, Phoenix, et cetera), Los Angeles can lose these opportunities due to the inflated cost of electricity and colocation rates in the market. The seismic threat can also keep users out of the market from choosing Los Angeles as their data center destination. Due to the strategic value of the market, however, Los Angeles experiences consistent absorption from high-retention clients.

The rise of cloud demand and maturing of the data center user's needs led to an uptick in demand in recent years. From 2Q 2015 to 2Q 2019, the Los Angeles market only grew by 15 MW. From 2Q 2019 to 2Q 2021, however, Los Angeles grew by over 30 MW to its current 176 MW of commissioned power. Digital transformation and the need for global data center solutions increased the value of Los Angeles's connectivity options, making it a strategic hub for many users' international footprint.

2.4.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market			
Commissioned Power	176 MW	Under Construction [not leased]	11 MW
Available Power	10 MW	Planned Power	17 MW
Vacancy Rate	5.8%	YTD Absorption	12 MW

Source: datacenterHawk

Los Angeles is the eighth largest data center market in the US, with 176 MW of commissioned power. Due to demand for global cloud solutions, the market began to gain momentum in 2019, experiencing supply and demand growth in the years to follow. Prior to 2019, Los Angeles grew by 3 MW of commissioned power per year and averaged 1 MW of absorption per quarter. Since then, the market has averaged 10 MW of growth per year, with 3.5 MW of absorption per quarter.

Most absorption in Los Angeles involves capacity that is already delivered and vacant at the time of absorption. Leases above 1 MW, however, often occur as pre-leases. Providers often initiate new development on a speculative basis, but on a small scale. Pre-leasing

often takes place on capacity in development, instead of acting as an anchor that initiates new development.

The costs and complications involved with constructing and operating data centers in Los Angeles limits the development of hyperscale facilities. Most facilities in the market are smaller than 10 MW, though some new facilities can offer 15-20 MW of commissioned power once completed. Most data centers are designed to capture retail colocation demand. The larger facilities recently developed can serve retail colocation users as well as wholesale customers.

Industries active in the Los Angeles data center market include financial, healthcare, media, technology, and telecommunications.

2.4.7 Significant Investment Activity Transacted in Los Angeles

Significant Investment Activity in Los Angeles		
Investor	NantWorks	GI Partners
Provider	ServerFarm	-
Date	2021	2013
Comments	ServerFarm partnered with NantWorks in their 2Q 2021 purchase of T5's data center in the Los Angeles suburb of El Segundo.	Private equity firm GI Partners acquired the Los Angeles carrier hotel, One Wilshire, in 2013. The building is one of the most connected carrier hotels in the world, with access to over 200 carriers.

Source: datacenterHawk

2.4.8 Investment Trends

Cap rates in Los Angeles reflect similar trends seen in Northern California and have been at or under 6%. Despite the higher cost of operating facilities in Los Angeles, data center users find the market strategic given its international reach and robust connectivity infrastructure, often creating low customer churn for data center operators.

It is this strategic user demand that has influenced development of the Los Angeles market over the last several years. Data center requirements driven by strategic location often create long-term customers because these requirements are influenced more by business opportunity and not only by total cost. Due to the tight Los Angeles real estate market and timelines associated with delivering new supply, most of the area's recent data center activity has involved the acquisition of data center assets as opposed to ground up development.

2.5 Toronto

2.5.1 Overview

Toronto is also the primary data center market for Canada and the eighth largest market in North America, with a total of 180 MW of commissioned power as of 2Q 2021. It is Canada's largest city (with a population of 2.9 million) and the fourth largest in North America. Additionally, Toronto ranks as the seventh-largest metropolitan statistical area ("MSA") in North America with a population of 6.4 million people. Growth in the Toronto data center market can be attributed to the area's business density, central location, strong economy, privacy laws, and access to international markets.

Data centers in Toronto are spread throughout both the downtown and surrounding suburbs. Like 350 E Cermak (Chicago's downtown major carrier hotel owned by Digital Realty), a majority of Toronto's downtown data center growth has been located by 151 Front Street, Toronto's carrier hotel. Most large-scale purpose-built data center development occurs in Toronto's suburbs, primarily in Markham, Richmond Hill, Vaughan, Brampton, and Mississauga.

The financial industry is one of Toronto's strongest sectors, ranked the 7th largest financial center in North America²⁶, and provides over 251,000 Canadian jobs. According to the Canadian Trade Commissioner, over 70% of Ontario's employment is in the finance field. Toronto is home to the five major Canadian banks, all of which compete on a global scale, and the Toronto Stock Exchange. Toronto has also invested heavily in renewable energy, cleantech, and life science industries.

As the largest city in Canada and the country's economic hub, hyperscale cloud companies have an interest in the Toronto market. Through leasing from providers and developing their own space, Microsoft, and Google both have established availability zones in Toronto, either to anchor their Canadian cloud presence or supplement existing deployments in Montreal. Canada has expressed an interest to keep a greater portion of data and communication within its borders, instead of routing through the US. This creates a need for hyperscale companies to have a presence in Canada instead of relying on nearby infrastructure across the border.

²⁶ *Global Financial Centres Index 30 (GFCI 30) published September 2021*

2.5.2 Key Toronto Data Center Providers

Key Toronto Data Center Providers					
Provider	Urbacon	Digital Realty	Equinix	Compass	Allied Data Centers
Number of Facilities	3	3	6	1	2
Operational Square Feet (000s)	307	365	238	75	130
Commissioned Power (MW)	43	30	24	15	15
Occupancy	95%	78%	94%	100%	100%
Net Operating Income (000s)	n/a	\$31,423	n/a	n/a	n/a

Source: datacenterHawk, Company Reports

2.5.3 Toronto Historical Growth and Occupancy Rates

Data center absorption in Toronto is equally spread between retail, wholesale and hyperscale transactions. Historically Toronto's transactions were primarily under 1 MW, but larger transactions are becoming more common. Most of the absorption of vacant capacity comes from 1-5 MW transactions. Transactions above 5 MW are typically pre-leases from hyperscale users, though these types of transactions are still rare in this market.



Source: datacenterHawk

2.5.4 Toronto Lease Rates

Leasing rates in Toronto fluctuate based on the location of the data center. The closer deployment to downtown, the higher the cost of lease rates. The downtown is home to Toronto’s carrier hotels which equates to richer connectivity and faster speeds.

As of 2Q 2021 there was 12 MW of available power. This mixed with the high costs around real estate and power in the area all play into the consistent leasing pricing seen in the Toronto market as supply remains limited.

Toronto Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	200	425	150	175	*	*
2017	175	425	150	175	*	*
2018	175	400	140	175	*	*



2019	165	400	140	175	100	135
2020	160	400	125	165	100	135
2021	160	400	115	165	100	135
2022E	160	400	115	160	95	135
2023E	160	400	110	160	95	130
2024E	155	400	105	155	95	130

**Insufficient hyperscale pricing data*

Source: datacenterHawk

2.5.5 Key Market Characteristics

Toronto fosters an environment favorable to data center development. The region's economy is strong, the largest in Canada, which generates ample data center demand from the companies located there.

Power is readily available for most data center projects at a rate of \$.07-.09US/kWh, which is competitive with other major North American markets. Hydro One is the market's primary power company. Hydroelectric power is abundant, and Ontario is currently increasing the amount of renewable energy in its fuel mix. Toronto's northern latitude lends to a cooler climate, enabling abundant free-cooling time. This increases the efficiency of the facility and reduces the total amount of power and water needed to operate the data center.

While Ontario offers no official data center incentives, the region is known for favorable corporate tax rates and ease of doing business. Canada's privacy laws also play a role in selecting Toronto over other North American markets. Due to the Patriot Act, some international companies feel a degree of unease around the lack of privacy of their operations in the US, instead opting to place their infrastructure in Canada.

Toronto is Canada's primary data center hub, though that position has the potential to be challenged by Montreal. Currently, space for new development in Toronto is limited. Montreal, however, has an abundance of land suitable for large scale data center development and a power rate half of Toronto's. Toronto's technology and communication ecosystem is more developed than Montreal's, however, keeping most of the country's demand focused on Toronto.

2.5.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	180 MW	Under Construction [not leased]	11 MW
Available Power	12 MW	Planned Power	262 MW
Vacancy Rate	6.7 %	YTD Absorption	5 MW

Source: datacenterHawk

Toronto is amid a transition from retail colocation market to competing on wholesale and hyperscale requirements. Before 2019, Toronto averaged 8-10 MW of absorption annually, and today the Toronto market averages approximately 40 MW a year.

Absorption trends in Toronto emerge from the type of demand generated in the market, and the types of data centers available. As more wholesale and hyperscale development occurs, the market's transaction size will continue to scale upward as well.

Toronto's supply comes from an even mix of domestic, US, and international providers. Most data centers built before 2018 are smaller facilities, with 6 MW of commissioned power or less. More recently, truly modern purpose-built data center development has



emerged. These facilities, developed by providers like Compass, Cologix, Digital Realty, STACK INFRASTRUCTURE, and Urbacon, can offer 20+ MWs of commissioned power and meet the needs of the largest data center users.

2.5.7 Significant Investment Activity Transacted in Toronto

Significant Investment Activity in Toronto		
Investor	First Gulf	CDPO, Fengate, Deutsche Bank
Provider	STACK INFRASTRUCTURE	eStruxture
Date	2021	2021
Comments	STACK INFRASTRUCTURE made their first move outside of the US in early 2021 with the development of a new data center in Toronto. First Gulf helped enable the facility's development, leveraging the company's history of developing and managing over \$4 billion of assets in the Toronto area.	eStruxture grew as one of the largest Canadian data center providers after their purchase of Aptum. The purchase was enabled by an investment of \$600CAD million from multiple funds and banks.

Source: datacenterHawk

2.5.8 Investment Trends

Existing data center asset value in Toronto is high because of the tight real estate market and challenges with supply delivery. Despite the increase in competitive options seen in Toronto since 2018, rental rates have remained relatively consistent. This prevents cap rates in the market from dipping below 6%.

Acquisitions have increased in Toronto because land suitable for new data center development is scarce. As an example, Equinix purchased Bell Canada's data center assets and eStruxture's purchased the assets of Aptum, with both transactions offering new opportunities in Toronto for the buyer.

3 Digital Core REIT Market Overview

Digital Core REIT’s portfolio consists of nine data center assets in Northern Virginia, Northern California, Los Angeles, and Toronto. Each asset in the portfolio is fully leased, many to reputable clients and on a single-tenant structure. The assets are stabilized on a long-term basis, with over 4 years remaining on the majority of the lease terms, and some over 10 years remaining. These assets are of critical importance to the clients they support, increasing the likelihood of retention. The four markets in the portfolio are highly valuable among hyperscale users, both for large-scale deployments and strategic network anchor points. Each facility is highly connected, and many feature sustainability and operational certifications. Although customer retention is likely, the characteristics of these assets improves their ability to attract new enterprise and hyperscale clients.

Digital Realty is the largest owner, operator, developer, and acquirer of data centers globally. Additionally, the Digital Realty portfolio growth outpaces all other data center REITs globally, either by development or acquisition.

Company ⁽¹⁾	Number of Data Centers ⁽¹⁾	Development Capex (USD billions) ^{(1) (2)}	Enterprise Value of Acquisitions (USD billions) ^{(1) (3)}	% of Freehold Data Centers ^{(5) (6)}
Digital Realty	291	\$2.1 (\$5.0 ⁽⁴⁾)	\$19.7	86%
Equinix	230	\$2.0	\$11.7	58%
CyrusOne	54	\$0.8	\$1.6	84%
QTS	28	\$0.7	\$0.2	97%
CoreSite	25	\$0.1	N/A	93%
Switch	16	\$0.4	\$0.4	100%
MapleTree Industrial REIT	62	\$0.0	\$3.1	71% ⁽⁷⁾
Keppel DC REIT	21	<\$0.1	\$1.4	61% ⁽⁸⁾
Ascendas REIT	14	\$0.0	\$0.7	24% ⁽⁹⁾

Source: Company data, public company filings, public company websites

1) Represents public operators only, except MapleTree Industrial REIT and Ascendas REIT which are asset managers.

2) Figures as of LTM June 30, 2021

3) From incorporation for each company

4) Total expected investment of committed active development

5) As of June 30, 2021, unless indicated otherwise

6) Percent of freehold assets are based on operating revenue (Digital Realty), recurring revenue (Equinix), NRSF (CyrusOne, CoreSite), raised floor (QTS); net lettable area in sq ft (MapleTree Industrial REIT), attributable lettable area in sq ft (Keppel DC REIT), and net lettable area in sqm (Ascendas REIT).

7) Freehold % is calculated by dividing the sum of net lettable area of freehold data center assets (fifty-three) by total net lettable area of data center assets based on information as of December 31, 2020 for the existing portfolio and as of June 1, 2021 for the



acquisition of US\$1.32bn data center portfolio in the US completed on July 22, 2021. Freehold assets does not include 250 Williams Street NW, Atlanta which is partly leasehold.

8) Based on post-acquisition of Guangdong Data Centre which is expected to be completed by 3Q 2021. Freehold % is calculated by dividing the sum of attributable lettable area of freehold data center assets (ten) by total attributable lettable area of data center assets based on information as of June 30, 2021.

9) Freehold % is calculated by dividing the sum of net lettable area of freehold data center assets (six) by total net lettable area of data center assets based on information as of June 30, 2021.

3.1 Northern Virginia

For general market information like size, growth, top data center providers, rental rates, market characteristics, supply/demand dynamics, investment activity, investment trends, and cap rate trends, please see the above section on this market.

3.1.1 Digital Realty Trust + Digital Core REIT Market Share and Ranking

Digital Realty Trust + Digital Core REIT Northern Virginia Market Share (2Q-2021)				
	Commissioned Power (MW)	Market Share (by MW)	Commissioned Space (SF)	Vacancy
Total Multi-Tenant Market	1,660	-	10,419,362**	3.1%
Digital Realty Trust*	470	28.3%	3,781,016**	7.8%
Digital Core REIT	30	1.8%	494,072***	0.0%

*Includes facilities that will become part of Digital Core REIT

** Measured as commissioned space (critical only)

*** Measured as total building space (critical + non-critical)

Source: datacenterHawk, Company reports

3.1.2 Digital Core REIT Data Center Differentiation

Quality of Facilities – While each facility is 10+ years old, most are purpose-built and can be competitive with more modern assets.

Location – Two Core REIT facilities are in the middle of “Data Center Alley”, with proximity to the area’s network nodes. The third facility is in Manassas, which can operate as an Ashburn alternative or secondary disaster-recovery location.

Facility Size – Though older, all three facilities are of a large enough size to compete for hyperscale single tenant deployments or smaller, multi-tenant leases.

3.1.2.1 Analysis for Each Digital Core REIT Data Center

44520 Hastings Drive (ACC3)	
	
Strengths	Weaknesses
<ul style="list-style-type: none"> • Largest Digital Core REIT facility in the market, with 13.9 MW of commissioned power • Diverse connectivity options, along with proximity to market internet exchange hubs • Approximately 4 years remaining on lease term 	<ul style="list-style-type: none"> • Retrofit data center built before other Digital Core REIT facilities
Opportunities	Threats
<ul style="list-style-type: none"> • Data center is large enough to compete for sizable single tenant deployments, or subdivided for multiple tenants should existing tenant churn 	<ul style="list-style-type: none"> • Single tenant leaves greater level of risk in the event of vacancy • Tenant also self-operates data centers, which could reduce need to remain in facility

8217 Linton Hall Road (VA4)



Strengths	Weaknesses
<ul style="list-style-type: none"> • Purpose-built data center • Energy Star certified • Fully occupied by a single high-quality tenant • Facility sits along multiple major long-haul and metro fiber lines • On-site substation 	<ul style="list-style-type: none"> • Located in Bristow, 20+ miles away from data center ecosystem in Ashburn • Data center age (20+ years old) creates potential for infrastructure inefficiency or replacement
Opportunities	Threats
<ul style="list-style-type: none"> • Facility’s strengths align with hyperscale users’ preferences, allowing facility to compete on larger transactions and easily refill vacant capacity 	<ul style="list-style-type: none"> • Single tenant leaves greater level of risk in the event of vacancy • Tenant also self-operates data centers, which could reduce need to remain in facility • Trend of increasing data center tax in Prince William County could continue to raise cost of operations

43831 Devin Shafron Drive (Bldg C)



Strengths	Weaknesses
<ul style="list-style-type: none"> Fully occupied by a single high-quality tenant On DLR's fiber-dense Loudoun County Parkway campus On-site substation 	<ul style="list-style-type: none"> Smallest Digital Core REIT asset in Northern Virginia with 6 MW of commissioned power
Opportunities	Threats
<ul style="list-style-type: none"> Located in the center of Ashburn, where the majority of Northern Virginia demand occurs High success rate refilling space experienced by data centers of similar size in the area 	<ul style="list-style-type: none"> Single tenant leaves greater level of risk in the event of vacancy Tenant also self-operates data centers, which could reduce need to remain in facility

3.1.3 Comparable Assets

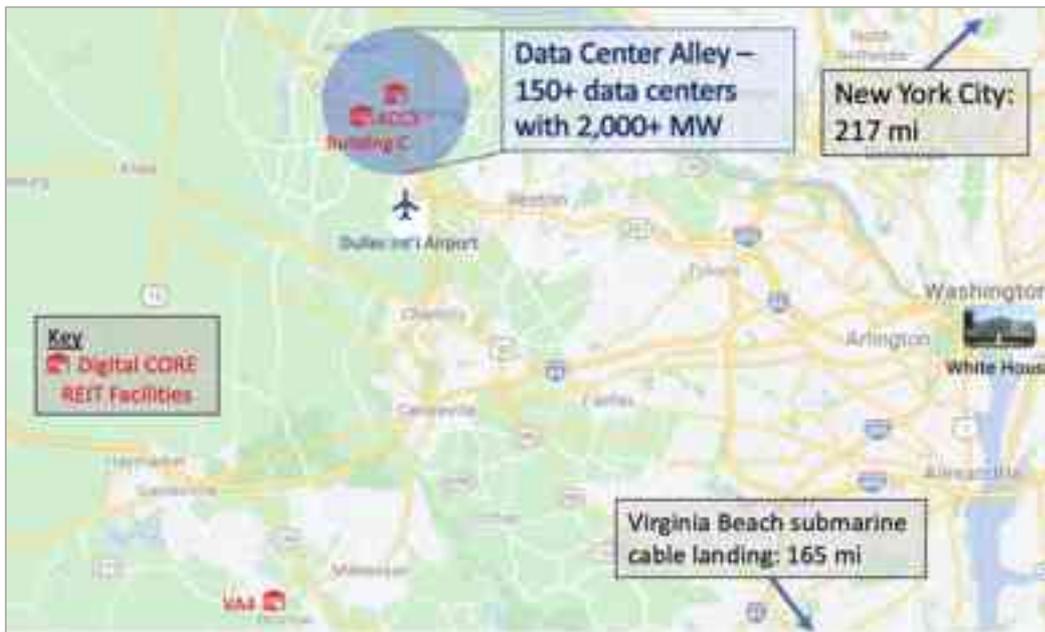
Comparable Assets in Northern Virginia				
Provider	DataBank	Lincoln Rackhouse	NTT	QTS
Address	21635 Red Rum Dr	251 Exchange Pl	44664 Guilford Dr	44874 Moran Rd
Facility Size	142,000 SF	88,728 SF	150,000 SF	86,000 SF
	5.0 MW	3.5 MW	14.4 MW	4.0 MW
Year Built*	2009	2000	2012	2013

Comments	Former zColo data center consisting of two joined retrofit commercial properties. Adjacent to a substation	Former Level 3 data center, primarily existing as a powered shell.	First of NTT's data centers in Northern Virginia. Former warehouse structures converted into a data center	Former Carpathia data center
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*or year retrofit, if applicable

Source: datacenterHawk

3.1.4 Northern Virginia Area Map



As the data center capital of North America and the largest data center market in the world, Northern Virginia is home to owned and leased capacity of all the large cloud service providers (AWS, Microsoft, Google, Alibaba, Tencent) as well as SaaS and social media companies like Facebook, Oracle, SAP, Workday, and Dropbox. These companies continued growth, as well as US Government entities continued digitization provide ample opportunity in the region.

3.1.5 Sustainability / Renewable Energy Usage

Of Digital Core REIT's three data centers in Northern Virginia, two (44520 Hastings and 8217 Linton Hall) are Energy Star certified. This certification indicates the data centers meet Energy Star's operational efficiency standards in reference to power consumption.



3.2 Northern California

For general market information like size, growth, top data center providers, rental rates, market characteristics, supply/demand dynamics, investment activity, investment trends, and cap rate trends, please see the above section on this market. Northern California contains the sub-markets of Silicon Valley (“SV”), San Francisco (“SF”), and Sacramento (“SAC”).

3.2.1 Digital Realty Trust + Digital Core REIT Market Share and Ranking

Digital Realty Trust + Digital Core REIT Northern California Market Share (2Q-2021)				
	Commissioned Power (MW)	Market Share (by MW)	Commissioned Space (SF)	Vacancy
Total Multi-Tenant Market	531	-	3,561,723**	4.1%
Digital Realty Trust*	SV – 106 SF - 29	SV - 20.0% SF - 5.5%	SV – 951,802** SF – 320,958**	SV - 3.2% SF – 35.3%
Digital Core REIT	21	4.0%	414,267***	0.0%

*Includes facilities that will become part of Digital Core REIT

** Measured as commissioned space (critical only)

*** Measured as total building space (critical + non-critical)

Source: datacenterHawk

3.2.2 Digital Core REIT Data Center Differentiation

Location in Market – Digital Core REIT’s four Northern California data centers are in Santa Clara, providing lower power costs, favorable permitting, and a dense fiber/data center ecosystem.

Close Proximity – All of the Digital Core REIT data centers are within a 1-mile radius, which reduces travel time for personnel and data between the facilities.

Favorable Tenants – Each facility is leased to a single tenant, each from industries with above-average renewal rates.

Long Lease Terms – The average remaining lease term for the four facilities is 11 years, ensuring a long-term source of stable revenue.

3.2.2.1 Analysis for Each Digital Core REIT Data Center

2401 and 2403 Walsh Street	
	
Strengths	Weaknesses
<ul style="list-style-type: none"> • Two-data center campus fully leased to single tenant offering colocation solutions from the facilities • Diverse connectivity options, with 10 fiber carriers connected to the campus and many more in close proximity • Remaining lease term of 11.7 years on campus with low-churn tenant 	<ul style="list-style-type: none"> • Campus consists of two retrofit data centers in older buildings, with less desirability and efficiency
Opportunities	Threats
<ul style="list-style-type: none"> • Space could be attractive to other retail colocation providers in the unlikely event of tenant vacancy • Tenant churn could present opportunity to re-engineer space to be in line with latest electrical and mechanical data center user expectations 	<ul style="list-style-type: none"> • Single tenant occupation presents risk in the event of vacancy • Facility size and age could limit ability to compete on large transactions should tenant choose not to renew.

3011 Lafayette Street



Strengths	Weaknesses
<ul style="list-style-type: none"> Fully leased to reputable social media tenant Adjacent to Donald Von Raesfield Power Plant. 	<ul style="list-style-type: none"> Retrofit data center with less efficiency than purpose-built facilities Located on small site with no room for expansion.
Opportunities	Threats
<ul style="list-style-type: none"> Size and design of facility make it easier than other retrofit assets to refill space with single enterprise or hyperscale tenant in the case of tenant vacancy 	<ul style="list-style-type: none"> Single tenant occupation leaves greater level of risk in the event of vacancy Current tenant has recent tendency of deferring renewal in favor of consolidating geographic footprint

1500 Space Park Drive



Strengths	Weaknesses
<ul style="list-style-type: none"> Fully leased to colocation provider Approximately 13 years remaining on lease Close proximity to Donald Von Raesfield Power Plant and served by three substations LEED Gold certified 	<ul style="list-style-type: none"> Smaller retrofit facility with no room for expansion
Opportunities	Threats
<ul style="list-style-type: none"> Efficiency and size allow the facility to compete with purpose-built data centers, making the possibility of refilling the space more likely 	<ul style="list-style-type: none"> Single tenant occupation leaves greater level of risk in the event of vacancy Hard to compete in market with transactions above 5 MW+

3.2.3 Comparable Assets

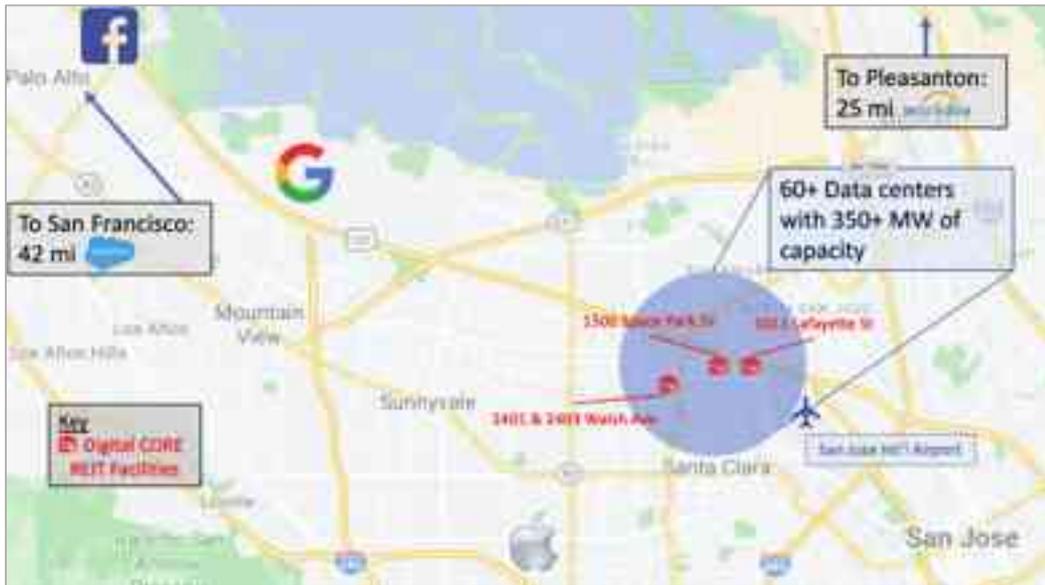
Comparable Assets in Northern California				
Provider	Cologix	CoreSite	EdgeConneX	QTS
Address	2050 Martin Ave	2901 Coronado Dr	1700 Richard Ave	2805 Mission College Blvd
Facility Size	84,000 SF 3.0 MW	51,150 SF 2.5 MW	62,151 SF 2.7 MW	71,662 SF 3.7 MW
Year Built*	2009	2010	2017	2011
Comments	Purpose-built data center. Access to multiple fiber carriers. Former vXchng facility	First building on CoreSite's Santa Clara. Purpose-built facility. Benefits from	Retrofit facility originally built in 2000.	Retrofit facility in operation for 10+ years.

		campus' fiber density.		
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**or year retrofit, if applicable*

Source: datacenterHawk

3.2.4 Northern California Area Map



Silicon Valley is home to many of the largest technology companies (Facebook, Google, Apple, Salesforce, Workday, etc.). Tech talent here makes the region an attractive location for new start-ups as well, with 29% of all new unicorns (companies reaching a valuation over \$1B) created in 1Q 2021 were located in Northern California²⁷. These companies' digital infrastructure needs present an ongoing opportunity. Additionally, the large population centers in the region bring demand from outside the market.

²⁷ <https://www.bizjournals.com/sanjose/news/2021/04/09/here-are-the-top-10-new-bay-area-unicorns-from-q1.html>



3.2.5 Sustainability / Renewable Energy Usage

Two of Digital Core REIT's three data centers in Northern California have sustainability certifications. The first, 2401/2403 Walsh, is Energy Star certified. This certification indicates the data centers meet Energy Star's operational efficiency standards in reference to power consumption. Their data center at 1500 Space Park is LEED Gold certified, indicating efficiency and low environmental impact from the facility's power and water consumption, as well as emissions and material sourcing.

3.3 Los Angeles

For general market information like size, growth, top data center providers, rental rates, market characteristics, supply/demand dynamics, investment activity, investment trends, and cap rate trends, please see the above section on this market.

3.3.1 Digital Realty Trust + Digital Core REIT Market Share and Ranking

Digital Realty Trust + Digital Core REIT Los Angeles Market Share (2Q -2021)				
	Commissioned Power (MW)	Market Share (by MW)	Space (SF)	Vacancy
Total Multi-Tenant Market	176	-	1,755,769**	5.8%
Digital Realty Trust*	14	8.0%	241,947**	14.9%
Digital Core REIT	9	5.1%	196,517***	0.0%

*Includes facilities that will become part of Digital Core REIT

** Measured as commissioned space (critical only)

*** Measured as total building space (critical + non-critical)

Source: datacenterHawk

3.3.2 Digital Core REIT Data Center Differentiation

Highly-Connected – Two data centers each have 15+ fiber carriers on location.

Fully Leased – Both assets are 100% occupied by colocation providers.

Long-Term Tenants – Average remaining lease term of 13 years between the two facilities.

3.3.2.1 Analysis for Each Digital Core REIT Data Center

3015 Winona Avenue	
	
Strengths	Weaknesses
<ul style="list-style-type: none"> Nearly fully leased to colocation provider Nearly 14 years remaining on lease Access to multiple fiber and cloud providers Single tenant has already occupied facility on a long-term basis. 	<ul style="list-style-type: none"> Retrofit data center built in 1991, limiting the efficiency of the facility's critical infrastructure Facility size limits ability to compete for hyperscale transactions
Opportunities	Threats
<ul style="list-style-type: none"> Strategic importance of the market diminishes the difference in value between purpose-built and retrofit space, enabling the facility to compete with purpose-built data centers 	<ul style="list-style-type: none"> Market average annual absorption is low, creating the possibility of facility remaining vacant for an extended period

200 North Nash Street	
	
Strengths	Weaknesses
<ul style="list-style-type: none"> Nearly fully leased to colocation provider Nearly 12 years remaining on lease Access to multiple fiber and cloud onramps Single tenant has already occupied facility on a long-term basis Proximity to Los Angeles International Airport 	<ul style="list-style-type: none"> Retrofit data center built in 1996, limiting the efficiency of the facility's critical infrastructure Several purpose-built data centers within 1 mile of facility Size restricts the facility to only pursue retail opportunities
Opportunities	Threats
<ul style="list-style-type: none"> Strategic importance of the market diminishes the difference in value between purpose-built and retrofit space, enabling the facility to compete with purpose-built data centers Geographically close to subsea cable anchor points, adding value as companies develop an international focus. 	<ul style="list-style-type: none"> Market average annual absorption is low, creating the possibility of facility remaining vacant for an extended period

3.3.3 Comparable Assets

Comparable Assets in Los Angeles				
Provider	DataBank	Equinix	Evoque	INAP
Address	17222 Von Karman Ave	445 N Douglas St	2681 Kelvin Ave	3690 Redondo Beach Ave
Facility Size	52,800 SF 3.8 MW	196,767 SF 12.7 MW	150,000 SF 8.0 MW	100,700 SF 3.4 MW

Year Built*	2011	2009	2000	2014
Comments	Former zColo data center with access to 13 fiber carriers	Retrofit data center constructed in 2002; Anchor point for subsea cables and internet exchange	Former AT&T data center	Highly connected data center southwest of downtown

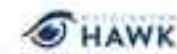
*or year retrofit, if applicable

Source: datacenterHawk

3.3.4 Los Angeles Area Map



Los Angeles is not only one of America's largest cities, but it is also a global hub for commerce and finance. The region has a broad and diverse economy but is most often associated with the entertainment industry. Silicon Beach, the coastal region north of LAX, is home to more than 500 technology companies and 21% of all companies in this



area are media and entertainment. As Hollywood and other entertainment properties such as video games embrace Internet delivery, the Los Angeles data center market has grown to meet the demand—especially for colocation.

3.3.5 Sustainability / Renewable Energy Usage

Both of Digital Core REIT's data centers in Los Angeles are Energy Star certified. This certification indicates the data centers meet Energy Star's operational efficiency standards in reference to power consumption. Considering Los Angeles' reliance on coal power generation, this certification is valuable for companies that need to locate in Los Angeles and remain mindful of their environmental impact.

3.4 Toronto

For general market information like size, growth, top data center providers, rental rates, market characteristics, supply/demand dynamics, investment activity, investment trends, and cap rate trends, please see the above section on this market.

3.4.1 Digital Realty Trust + Digital Core REIT Market Share and Ranking

Digital Realty Trust + Digital Core REIT Toronto Market Share (2Q -2021)				
	Commissioned Power (MW)	Market Share (by MW)	Commissioned Space (SF)	Vacancy
Total Multi-Tenant Market	180	-	1,356,879*	6.7%
Digital Realty Trust*	30	16.7%	201,900**	22.1%
Digital Core REIT	7	3.9%	104,308***	0.0%

*Includes facilities that will become part of Digital Core REIT

** Measured as commissioned space (critical only)

*** Measured as total building space (critical + non-critical)

Source: datacenterHawk

3.4.2 Digital Core REIT Data Center Differentiation

Strategic Location – Located in Markham, enabling easy access to downtown while avoiding higher rates closer to the city center.

Robust Infrastructure – The data center’s critical systems are in a 2N or N+2 arrangement, providing higher reliability than the industry-standard N+1.

Fiber Access – The data center sits alongside major long-haul and metro fiber routes, providing low-latency access to the rest of Toronto and international markets.

3.4.2.1 Analysis for Each Digital Core REIT Data Center

371 Gough Road	
	
Strengths	Weaknesses
<ul style="list-style-type: none"> Fully leased to colocation provider Nearly 6 years remaining on lease Access to multiple fiber and cloud providers Robust infrastructure 	<ul style="list-style-type: none"> Facility age, size, and design creates challenges competing with newer data center facilities on wholesale or hyperscale transactions
Opportunities	Threats
<ul style="list-style-type: none"> Increased ability to capture demand when compared to other markets because of limited current supply and limited data center development in Toronto 	<ul style="list-style-type: none"> Existing tenant's financial situation is challenging but improving

3.4.3 Comparable Assets

Comparable Assets in Toronto				
Provider	1547 Realty	Ascent Data Centers	eStructure	ServerFarm
Address	105 Clegg Rd	17 Vondrau Dr	612 Welham Rd	300 Bartor Rd
Facility Size	41,225 SF 4.5 MW	267,000 SF 5.2 MW	60,000 SF 3.0 MW	78,000 SF 5.0 MW
Year Built*	1992	2012	2013	2003
Comments	Markham data center powered by diverse substation	Data center built by Research in Motion; Purchased in 2017 as sale-leaseback	Tier III data center located in Barrie, 50 miles outside of the city center	North York data center with access to diverse fiber rings and adjacent space for future expansion.

*or year retrofit, if applicable

Source: datacenterHawk

3.4.4 Toronto Area Map



Toronto is the primary economic hub for Canada, with a GDP of \$304 billion. Toronto is home to seven of the 11 Fortune 500 companies located in Canada. Five of the seven companies mentioned previously are financial institutions. The financial industry is one of Toronto’s strongest sectors, and provides over 251,000 Canadian jobs. According to the Canadian Trade Commissioner, over 70% of Ontario’s employment is in the finance field. Toronto is also home to the five major Canadian banks, all of which compete on a global scale, and the Toronto Stock Exchange. Toronto has also invested heavily in renewable energy, cleantech and life science industries.

3.4.5 Sustainability / Renewable Energy Usage

Digital Core REIT’s Toronto facility does not feature any sustainability certifications. However, Hydro One, Toronto’s primary power provider, transmits and distributes

electricity that is 96%¹ carbon emission-free. This is due to their ability to generate electricity from hydroelectric sources.

¹Hydro One 2020 Sustainability Report

4 Challenges in the industry

4.1 Oversupply

As the demand for data center capacity increases, so too does the competition to capture that demand. On a worldwide scale, data center demand is consistent, reliable, and growing. At a market level, demand can be inconsistent and difficult to predict, leading to potential oversupply. This is further exacerbated by the increasing size of data center requirements, pushing providers to invest in data centers and campuses larger than before, without the guarantee of that space being filled. In response, providers often avoid building speculatively and only invest the capital necessary to deliver an initial phase of a data center rather than the entire capacity.

Another factor leading to oversupply is the potential for tenant churn. Relative to other commercial real estate sectors, the data center industry is young, more so in regard to colocation. Many of the long-term leases that were executed during the emergence of the colocation sector are nearing the end of their term. Although customer retention is typically high, improved technology and cloud service offerings can lead existing customers to consider options outside of renewal. Elevated churn can quickly lead to oversupply, bringing previously leased space back to the market in addition to any new supply in development.

4.2 New Technologies

Data center technology is ever improving, with servers decreasing in size and gaining in processing power, more robust UPS and generator equipment, and efficient cooling systems. Data center design often makes this equipment static, and complicated to replace.

Compared to other commercial real estate assets, data centers age quickly, from a competitive standpoint. There is often a distinct and noticeable difference between new data centers, data centers built 5 years prior, and built 10 years prior. This can create obstacles for providers attempting to re-lease vacated capacity, as absorption is more likely to land in newer data centers. The strategic nature of data centers, however, helps mitigate some difficulties in releasing space and enables data centers to retain their value longer than other commercial real estate assets.

4.3 Power Cost / Sustainable Energy Expectations

Data centers consume substantial amounts of power (up to 3% of global consumption), and the largest users and operators are under increased scrutiny from environmental agencies and advocacy groups. Given the portion of the market they represent, large enterprise and hyperscale users are expected to shepherd their data center impact in a responsible manner, creating a need for efficiency in their design and the design of data centers they lease.

Environmental groups can pose a challenge as well, creating friction with a data center's permitting and approval process due to their concerns of the data center's consumption. To mitigate these concerns, larger users often invest in renewable energy generation projects or execute power purchase agreements to offset their consumption. These solutions, however, are often more costly than traditional energy solutions, impacting a facility's rental rates and provider revenue.

4.4 Regulation and Environmental Impact

Federal regulations on a data center's impact create a variety of hurdles for development. This trend is prevalent in countries with commitments to increase the use of renewable energy by their respective deadlines. Meeting renewable energy goals is a complicated issue with today's energy demand, and the power usage from future large-scale data center development creates additional strain on these initiatives. Furthermore, cooling a data center consumes substantial amounts of water and diesel generators can produce substantial emissions. In many countries, this results in the need to spread data center development across the country instead of centralizing the country's data center sector in one city.

While many countries and markets are supportive of the data center industry, they recognize the impact and seek to proactively create regulations before the issue worsens. This can result in temporary moratoriums on data center development in a city or country wide. The goal with these moratoriums is to give the country time to set standards that enable future data center development and responsible operation.

5 Appendix

5.1 Additional Market Information

5.1.1 Chicago

5.1.1.1 Overview

Chicago is the third largest data center market in North America with over 400 MW of commissioned power as of 2Q 2021. The city has served as both a major financial and commercial hub in the American Midwest for decades. It is also the third largest city in the United States. These factors have contributed to the sustained growth of the Chicago data center market over the last fifteen years.

In the Chicago market, data center development is in two distinct areas: downtown and in the city's western suburbs. The downtown area is made up of data centers in large, multi-tenant office buildings converted to handle the power and connectivity requirements of corporations located near the city center. These facilities are traditionally smaller and cater to users able to afford the higher costs of doing business within the urban core. Contrast that to data center development in the western suburbs of Elk Grove Village and Franklin Park where providers have established larger colocation campuses suitable for wholesale and hyperscale requirements.

5.1.1.2 Key Chicago Data Center Providers

Key Chicago Data Center Providers					
Provider	Digital Realty	CyrusOne	Equinix	QTS	STACK
Number of Facilities	10	3	5	1	2
Commissioned Power (MW)	163	60	33	32	26
Occupancy	88%	80%	96%	91%	100%

Source: datacenterHawk

5.1.1.3 Chicago Historical Growth and Occupancy Rates

Chicago has a healthy supply and demand dynamic, compared to other major markets. The market's size has doubled between 2015 and 2021, showing persistent growth at a moderate pace.

As of 2Q 2021, Chicago held a vacancy rate of 8.8%, with an all-time high of 15% in 1Q 2019 and an all-time low of 7% in 3Q 2017. The current rate, coupled with the market's

highs and lows, indicates a healthy supply/demand history avoiding under-supply and over-saturation.



Source: datacenterHawk

5.1.1.4 Chicago Lease Rates

Lease rates in the Chicago data center market remain aggressive when compared to other major markets in North America. Average hyperscale and retail lease rates have held steady over 2021 while wholesale leasing saw a moderate rate decrease of around 4%.

Chicago Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	165	350	145	170	*	*
2017	155	350	140	165	*	*
2018	150	325	140	165	*	*
2019	150	300	110	135	90	115



2020	125	300	105	130	90	110
2021	125	300	100	125	90	110
2022E	125	300	100	125	95	110
2023E	100	275	95	125	95	110
2024E	100	275	95	120	95	110

**Insufficient hyperscale pricing data*

Source: datacenterHawk

5.1.1.5 Key Market Characteristics

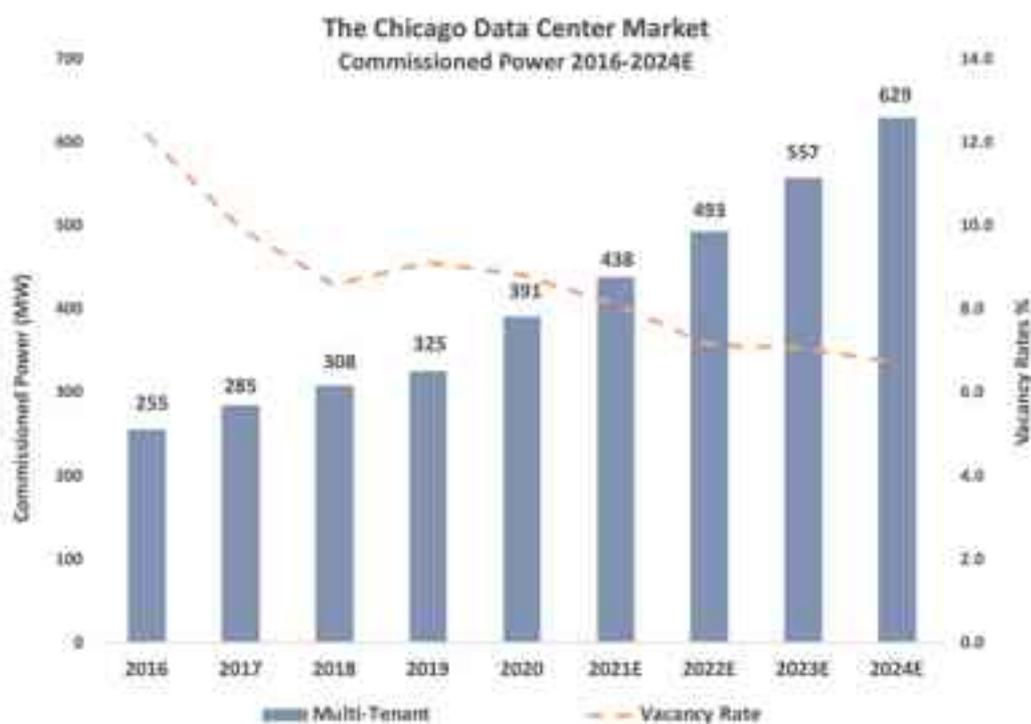
Chicago is a competitive data center market, with steady growth and demand from the largest data center users. The city features multiple attributes that make it an attractive location for data center development.

Chicago has a strong economy with some of the largest corporations holding an operational presence in the region. Over 40 Fortune 500 companies are headquartered in the metro area, along with numerous other enterprise users.

As one of the largest markets in North America, Chicago has a competitive colocation industry with over 30 different data center providers present. This competition improves pricing for users and increases the value of owning data center assets. The Chicago market also has a great growth outlook, with enough planned power to double its current capacity.

Chicago has a low power cost, which averages between \$.06-.07/kWh. The average temperature is also low enough to enable free cooling for up to 300 days out of the year. The State of Illinois enacted a data center tax incentive in early 2019 to draw further development in the region. This, combined with the overall low operating costs, has drawn attention from hyperscale users, with many choosing to lease space or building their own data centers in the market.

5.1.1.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market			
Commissioned Power	446 MW	Under Construction [not leased]	28 MW
Available Power	36 MW	Planned Power	701 MW
Vacancy Rate	8.8 %	YTD Absorption	13 MW

Source: datacenterHawk

Approximately 20 MW of absorption happens in Chicago on an annual basis. This consistency keeps the Chicago market supply and demand in balance, triggering the acquisition of land and expansion opportunities from new providers without oversaturating the market with new development.

Most of Chicago’s demand comes from transactions in the 500 kW – 1.5 MW range. Smaller transactions are common, as well, representing a fair portion of total leases executed, but a minority of total absorption. Leases larger than 1.5 MW, have historically been uncommon, though are increasing in frequency.

Hyperscale demand is prevalent but occurs in a different manner than other markets. In Chicago, hyperscale users often construct and operate their own data centers or lease full facilities on a NNN basis, as opposed to leasing traditional colocation space.

While pre-leasing occurs in Chicago, it often takes place in the form of customer expansion inside existing data centers that anchors the next phase of development, instead of anchoring new development. Capacity under construction often comes to the market vacant and is leased in the following quarters.

5.1.1.7 Significant Investment Activity Transacted in Chicago

Significant Investment Activity in Chicago			
Investor	Landmark Dividend	Prologis	IPI Partners
Provider	Chirisa Investments	Skybox Data Centers	STACK INFRASTRUCTURE
Comments		Skybox is currently partnering with Prologis to develop their first data center in the Chicago market.	Investment firm IPI Partners acquired data center assets from T5, including their facility in Chicago, in 2018. The company combined these with existing assets and data centers purchased from Infomart to form STACK INFRASTRUCTURE.

Source: datacenterHawk

5.1.1.8 Investment Trends

Cap rates in Chicago have declined but at a moderate pace. An industry-wide awareness of the value of data center assets and the increased competition in the Chicago market have contributed to this decline. The market's supply/demand dynamic flattened the decline with data center values and rates remaining consistent. Most investment involves the acquisition of fully leased assets or supplying capital for a provider's national expansion.



5.1.2 Atlanta

5.1.2.1 Overview

The strong power and connectivity infrastructure in Atlanta allows companies to strategically locate data center requirements in both the downtown area and surrounding suburb markets. Over 55 colocation and enterprise data center users call the Atlanta market home, and many have plans to expand.

Between 3Q 2019 and 2Q 2021, the Atlanta market size grew by over 43% (172 MW to 246 MW of commissioned power), making it the third fastest-growing market in North American behind Northern Virginia and Phoenix over the same period. It offers favorable economics and functions as a strategic hub for data center operations in the Southeastern US.

Like many markets, Atlanta has an established two-zone development, with strategic connectivity-focused development occurring downtown and larger wholesale data centers in the outer suburbs. Additionally, the density of enterprise facilities in the outer suburban regions is a source of opportunity for sale-leaseback transactions.

5.1.2.2 Key Atlanta Data Center Providers

Key Atlanta Data Center Providers					
Provider	QTS	Equinix	DataBank	Flexential	Switch
Number of Facilities	3	3	3	3	1
Commissioned Power (MW)	115	14	11	10	10
Occupancy	98%	97%	81%	70%	99%

Source: datacenterHawk

5.1.2.3 Atlanta Historical Growth and Occupancy Rates

Before 2019, annual absorption in Atlanta averaged 8 MW, with commissioned power growth at similar rates. Since then, however, the market's annual growth and absorption has been 40 MW. Between 1Q 2019 and 2Q 2021, Atlanta experienced four quarters with over 10 MW of absorption, something unseen prior.



Source: datacenterHawk

5.1.2.4 Atlanta Lease Rates

Tax incentives from the State of Georgia and the low cost of land influence the rates in the Atlanta data center market. In addition, Atlanta offers readily available power and at a low cost compared to other data center markets. As larger transactions continue to take place in Atlanta, rates will continue to be influenced. The amount of available power in the market, 16 MW as of 2Q 2021, have data center providers getting creative with the pricing approaches they take to fill space.

Atlanta Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	150	300	120	145	*	*
2017	150	300	125	150	*	*
2018	140	275	115	140	*	*



2019	140	275	100	125	90	120
2020	130	275	95	125	90	120
2021	130	275	90	125	90	120
2022E	130	275	85	120	90	120
2023E	125	270	85	120	85	115
2024E	125	265	85	115	85	115

**Insufficient hyperscale pricing data*

Source: datacenterHawk

5.1.2.5 Atlanta Key Market Characteristics

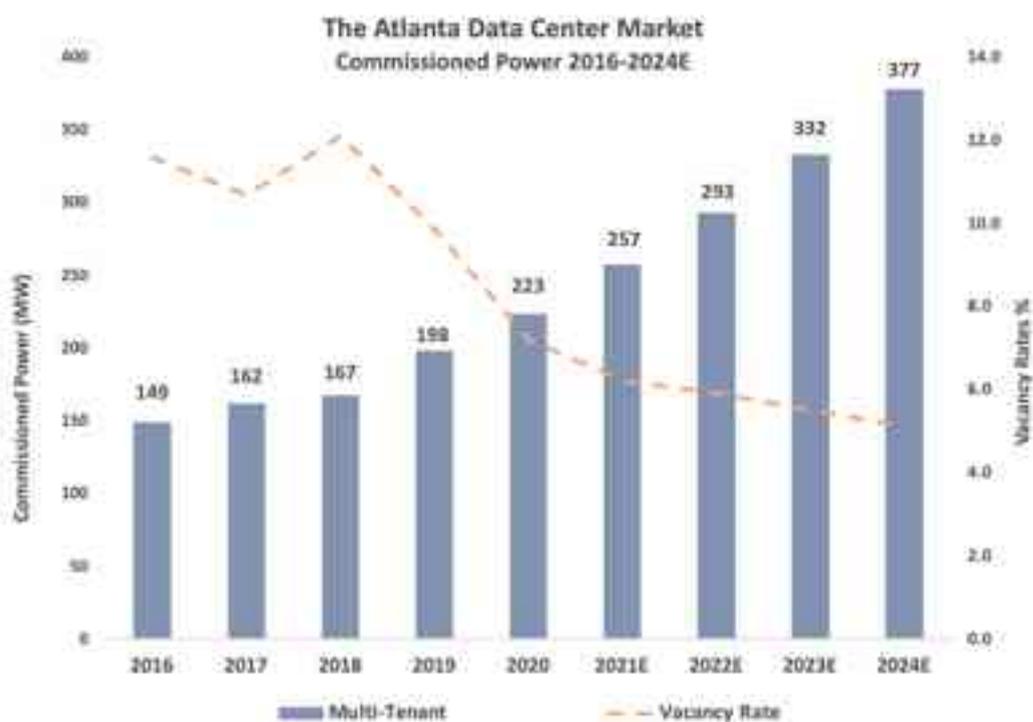
The Atlanta market continues to transition into a key hub for the Southeast United States. The increasing size of data center requirements, need for geographic diversity, and value of diverse fiber access makes Atlanta a prime target for growth from data center users.

Growth in the Atlanta market originated from the region's economy and number of prominent companies located there. Georgia has eighteen Fortune 500 companies headquartered in their state, sixteen of those are based in the Atlanta Metro. The metro of Atlanta historically saw growth from the technology and venture capital funding industries. Today, data center development has shifted to meet the demand of companies like Home Depot, UPS, and Coca-Cola as they have moved to outsource their IT infrastructure. This conversion of digital transformation continues to grow in Atlanta and accounts for a large portion of the market's success.

Development is unconstrained in Atlanta, when compared side by side to other data center markets there is land suitable for large-scale development and at lower costs. Sales in Atlanta on land for data center use are the lowest among the primary North American markets, at an average of \$300,000/acre. Power is also readily available, and at rates lower than most East Coast markets.

The State of Georgia introduced tax incentives to data center developments investing over \$100 million. Qualifying projects can receive full sales and use tax exemptions on data center equipment.

5.1.2.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	246 MW	Under Construction [not leased]	16 MW
Available Power	16 MW	Planned Power	676 MW
Vacancy Rate	6.4 %	YTD Absorption	14 MW

Source: datacenterHawk

Aside from QTS’s original 990,000 SF Atlanta-Metro data center, the majority Atlanta’s data centers built before 2019 are smaller than 10 MW. New facilities delivered since then are much larger. These primarily consist of the campus expansions executed by QTS to build three additional facilities on their Metro campus and Switch’s new campus in Lithia Springs. Other providers, including T5, Oceanic Data Centers, and STACK INFRASTRUCTURE have land suitable for large-scale data center development.

Considering the size of the average data center in Atlanta, approximately 60% of the transactions in the market are below 1 MW. Until 2019, almost all transactions were below 1 MW. However, transactions have gotten larger, with 30% of the market’s



transactions between 1-5 MW and the remaining 10% for lease larger than 5 MW. Leases over 1 MW are becoming increasingly common in the Atlanta market. When these transactions occur, they are often pre-leases that anchor new development.

5.1.2.7 Significant Investment Activity Transacted in Atlanta

Significant Investment Activity in Atlanta		
Investor	American Tower	IPI Partners
Provider	Colo Atl	T5 Data Centers
Comments	American Tower made their first push into the data center industry with their purchase of Colo Atl. Colo ATL operates Atlanta's primary carrier hotel at 55 Marietta.	Investment firm IPI Partners acquired data center assets from T5, including their facility in Atlanta, in 2018. The company combined these with existing assets and data centers purchased from Infomart to form STACK INFRASTRUCTURE.

Source: datacenterHawk

5.1.2.8 Investment Trends

Cap rates in Atlanta are higher than other major markets, though still in a moderate range around 7%. The Atlanta market is growing quickly, though consistent demand remains to be seen, keeping the value of data center assets stable. Investors remain hesitant to execute transactions with lower cap rates until consistent demand is apparent. Most investment in the market comes in the form of sale-leaseback transactions or fully leased facilities with higher cap rates.



5.1.3 Dallas

5.1.3.1 Overview

The Dallas/Fort Worth (“DFW”) data center market has grown steadily over the past fifteen years, and with 423 MW of commissioned power as of 2Q 2021, is the fourth largest market in North America. Demand in the DFW market often originates from companies with a large presence in the area. However, many companies outside the area evaluating the DFW market find it appealing.

The economy over the last several years in DFW has drawn large corporate relocations to the market. Most companies locate data center infrastructure in Dallas due to the market’s central location, affordable real estate prices, and favorable tax incentives. According to Moody’s, the cost of doing business in Dallas is 4% lower than the national average, and less than half the cost of doing business in New York or San Francisco. The DFW area has a diversified labor force, with sturdy growth recently from the technology and services industries. Between February 2019 and February 2020, the DFW market created jobs at a 2.6% rate which is better than the rest of the state (2.0%) and the United States overall (1.5%), as per the Bureau of Labor Statistics.

DFW’s data center market initial growth originated in the downtown area of Dallas. Because the downtown area is rich in telecommunication infrastructure, multiple office buildings were retrofit to accommodate data center users (e.g., Infomart Dallas, 2323 Bryan, etc.). These buildings typically attract smaller colocation customers along with telecommunications companies. As the colocation market grew significantly in 2009 and 2010, providers like Digital Realty, CyrusOne, and QTS expanded into the northern suburbs of the Dallas area. Cities like Richardson, Plano, Far North Dallas, Garland, Frisco, and Carrollton benefited from the growth by offering sites and buildings with expansion opportunities. In addition, most colocation providers in the DFW market are choosing to construct new facilities instead of retrofitting existing buildings worthy of conversion.

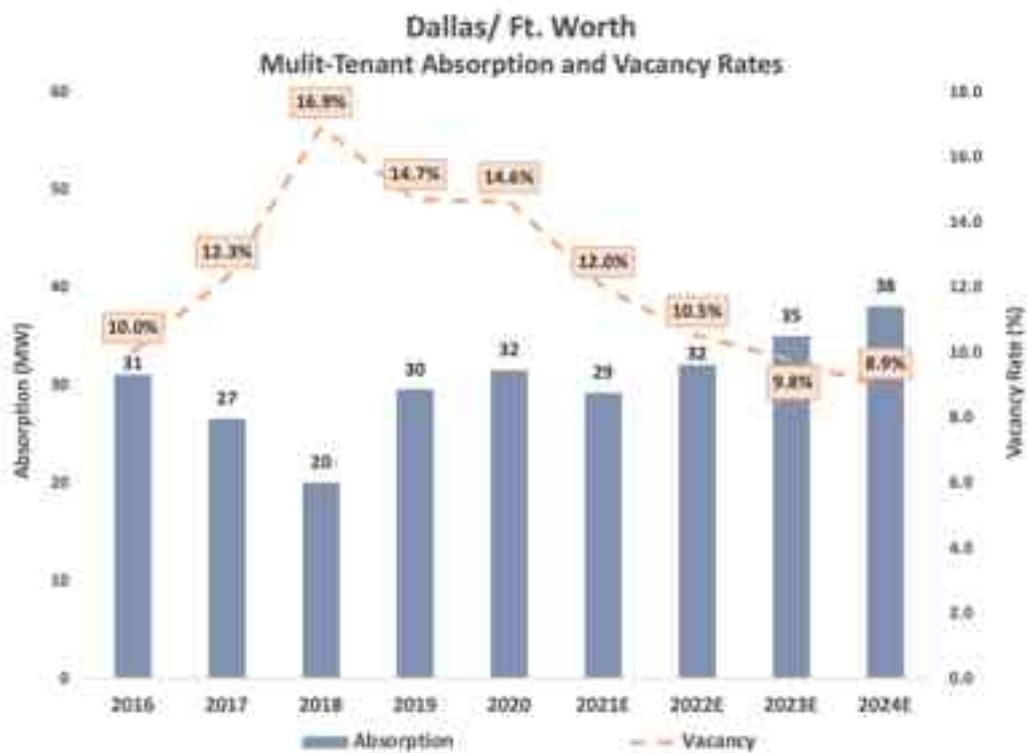
5.1.3.2 Key Dallas Data Center Providers

Key Dallas Data Center Providers					
Provider	Digital Realty	CyrusOne	QTS	Equinix	DataBank
Number of Facilities	21	3	2	5	3
Commissioned Power (MW)	101	87	50	46	29
Occupancy	80%	67%	87%	91%	92%

Source: datacenterHawk

5.1.3.3 Dallas Historical Growth and Occupancy Rates

The increase of US hyperscale leasing in 2018 triggered an influx of new data center development in Dallas, which doubled the market’s planned power to over 500 MW. Absorption was light, however, in those years. This, coupled with the new development that occurred, led to over-supply, and increased vacancy rates. Between 4Q 2016 and 1Q 2019, Dallas’ vacancy rate increased from 10% to 18%. A healthier supply/demand balance since then has aided in lowering Dallas’s vacancy rate to its current 12 % as of 2Q 2021.



Source: datacenterHawk

5.1.3.4 Dallas Lease Rates

The rates in the Dallas data center market are influenced heavily by the amount of available power. As of 2Q 2021, Dallas sits at 51 MW of available power. The amount of power has motivated data center providers to offer competitive rates to drive absorption.



Dallas/ Fort Worth Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	185	300	120	145	*	*
2017	175	300	120	145	*	*
2018	150	275	115	140	*	*
2019	150	275	100	125	80	105
2020	140	275	90	115	75	100
2021	140	275	80	105	75	100
2022E	135	275	80	100	75	95
2023E	135	270	75	100	75	95
2024E	130	270	75	100	75	90

**Insufficient hyperscale pricing data*

Source: datacenterHawk

5.1.3.5 Key Market Characteristics

The Dallas data center market is attractive for a variety of reasons. A major factor behind the market’s growth is its economy, which is highly diversified and many of the nation’s largest corporations have headquarters or major operations in the market.

The central location of Dallas makes it a logical waypoint between the East and West Coasts. Major fiber routes run through Dallas, providing high-bandwidth, low-latency access from Dallas to all other major markets.

When compared to most other major markets, the cost of operating in Dallas is favorable. Tax rates are low, and the state offers aggressive incentives to data center users. Land suitable for development is readily available and is priced competitively. Sales in Dallas on land for data center use are the lowest among the primary North American markets, at an average of \$400,000/acre.

Texas operates its own power grid, managed by the Electric Reliability Council of Texas (ERCOT). ERCOT can provide rates lower than the national average. As an independent grid, it is also free from regulations imposed on the national grids.

5.1.3.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	423 MW	Under Construction [not leased]	11 MW
Available Power	51 MW	Planned Power	811 MW
Vacancy Rate	12 %	YTD Absorption	14 MW

Source: datacenterHawk

The Dallas data center market grows at an average of 35 MW of commissioned power annually, and absorption occurs at a similar rate. Since 2019, the market’s supply and demand has come into balance, with vacancy dropping from an all-time high of 18% in 1Q 2019 to 12% in 2Q 2021.

Demand from enterprise data center users in Dallas continues to be strong and most facilities are constructed to accommodate this demand. Transactions between 1-5 MW make up over 50% of the annual absorption in Dallas, with transactions below 1 MW and above 5 MW equally sharing the remainder.



Because Dallas doesn't traditionally attract data center transactions over 10 + MW, pre-leasing in the market remains quiet. Most new data center facilities open with 4-6 MW of commissioned power delivered.

5.1.3.7 Significant Investment Activity Transacted in Dallas

Significant Investment Activity in Dallas		
Investor	IPI Partners	Legacy Investing/Invesco Real Estate
Provider	T5 Data Centers	Flexential
Comments	Investment firm IPI Partners acquired data center assets from T5, including their facility in Dallas, in 2018. The company combined these with existing assets and data centers purchased from Infomart to form STACK INFRASTRUCTURE.	Legacy Investing and Invesco Real Estate partnered to purchase Flexential's data center in Plano in a sale-leaseback transaction. Completed in 3Q 2021, the transaction is the partnership's second acquisition, having purchased Flexential's data center in Hillsboro the previous quarter.

Source: datacenterHawk

5.1.3.8 Investment Trends

The outlook on the future of Dallas continues to lower the market's vacancy rate, though at a moderate pace. Dallas generates consistent demand, and its anticipated demand will increase in the future. Though demand is consistent, it is lighter than originally estimated, leading to a high vacancy rate, no guarantees of absorption, and extremely competitive pricing. This contributes to the lowering of cap rates, increasing the value of assets fully stabilized before the rate downturn, and reducing income from assets stabilized after the downturn.

5.1.4 Phoenix

5.1.4.1 Overview

While some Phoenix industries experienced challenges over the past five years, data centers have been a success story in the market. Data center users and operators have been extremely active in Phoenix recently, spurring an increase in supply to meet the demand from users both in and out of the market. As Phoenix's business climate improved, opportunities and growth were created for data center users and operators from across the United States.

As Lee McPheters, research professor of economics at Arizona State University noted in his 2020 economic outlook for Arizona, the state has rebounded to pre-2007 conditions, employing 2.93 million people, with over 80,000 new jobs created in 2019. That is the highest employment Arizona has seen since October 2007. Phoenix is the primary contributing factor to Arizona's economic growth, with 92% of new Arizona jobs coming from Phoenix. The Phoenix data center market experienced similar growth in the last several years, increasing by more than 175 MW of commissioned power from 2015 - 2021. As a result, Phoenix is now the fifth largest data center market in North America with 323 MW of commissioned power.

From a geographic perspective, most of the colocation data center providers are in Phoenix proper and Chandler, AZ, a city approximately 25 miles to the southeast of downtown Phoenix. A combination of lower electricity prices and real estate costs have lured data center providers, including Digital Realty, CyrusOne, and NextFort (acquired by H5) to create facilities designed to meet the needs of large users. A Digital Realty-owned data center at 120 East Van Buren is also the prime carrier hotel in the downtown Phoenix market. Digital Realty purchased the property back in 2006 and has grown it to be among the largest in the market. Several other providers, including Iron Mountain, Cyxtera, and PhoenixNAP are located east of downtown Phoenix, near Phoenix Sky Harbor International Airport. In addition, other areas including Tempe, Scottsdale, and Deer Valley have several data center providers.

In recent years, the vast majority of data center development in Phoenix landed in the suburbs of Mesa and Goodyear. Current projects for those markets include 461 MW planned in Goodyear and 732 MW planned in Mesa.

5.1.4.2 Key Phoenix Data Center Providers

Key Phoenix Data Center Providers					
Provider	CyrusOne	Iron Mountain	Aligned	Digital Realty	Landmark Dividend
Number of Facilities	6	3	1	2	1

Commissioned Power (MW)	96	51	46	43	16
Occupancy	99%	98%	98%	73%	44%

Source: datacenterHawk

5.1.4.3 Phoenix Historical Growth and Occupancy Rates

A portion of the demand in the Phoenix data center market can be attributed to businesses in the area. However, an increasing percent comes from hyperscale users deploying infrastructure in the market. From a size perspective, mid-sized leases between 1-5 MW are most common in Phoenix, accounting for approximately 60% of the market’s absorption. Transactions larger than 5 MW represent 30%, and smaller than 1 MW represent 10%. Pre-leasing occurs, though it is not a consistent theme. Absorption typically occurs in space already delivered. When pre-leases occur, it takes space that is already in development or anchors the initiation of new development.





5.1.4.4 Phoenix Lease Rates

Operation costs, inexpensive and readily available land, and great tax incentives in Phoenix all influence the cost of lease rates within this data center market. The continued demand from hyperscale users in the Phoenix market is pushing pricing down.

Phoenix Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	200	300	120	145	*	*
2017	200	300	125	150	*	*
2018	200	300	110	150	*	*
2019	170	300	100	125	90	110
2020	165	300	95	120	90	110
2021	150	300	85	120	80	105
2022E	150	300	80	120	80	105
2023E	145	290	80	115	80	100
2024E	145	290	80	110	80	95

**Insufficient hyperscale pricing data*

Source: datacenterHawk

5.1.4.5 Key Market Characteristics

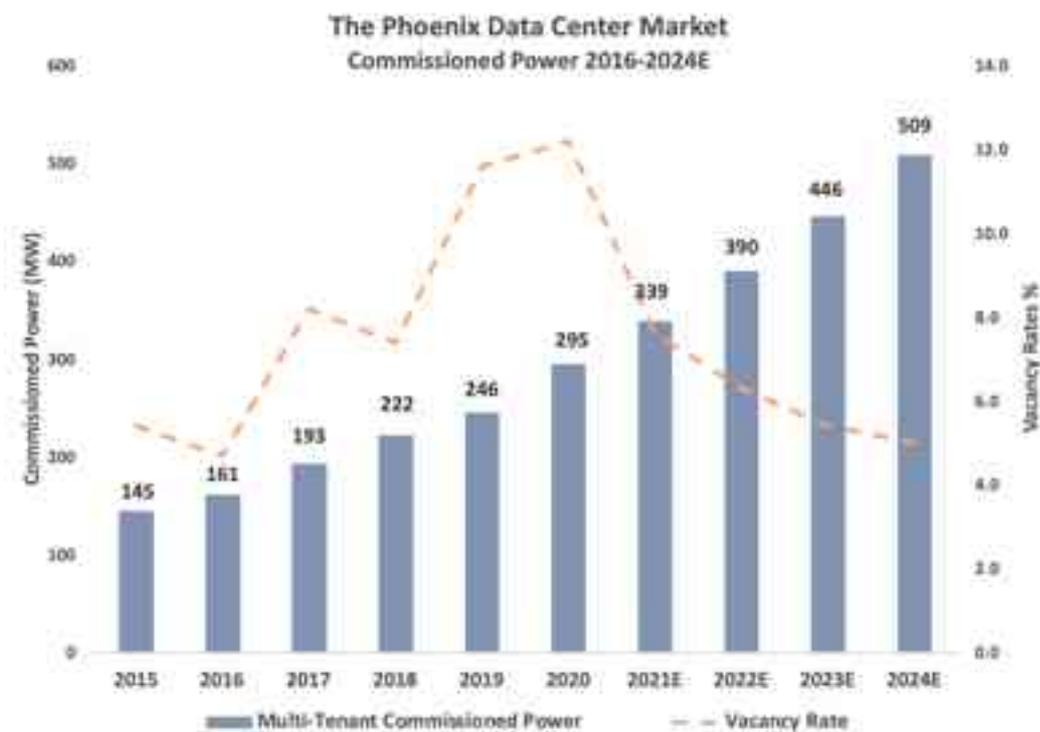
Phoenix is a growing market with favorable dynamics. Historically, Phoenix was viewed as a market suitable as backup location for primary deployments in other markets on the West Coast. In recent years, however, Phoenix has emerged as an established market, attracting demand from both enterprise and hyperscale data center users.

The cost to operate a data center in Phoenix is less expensive when compared to other West Coast markets. Power is readily available, and at rates half of what is charged in Californian markets. Land is readily available and inexpensive, with the second lowest average cost per acre among major North American markets.

Arizona offers a ten-year waiver on state, county, and local sales taxes on both data center equipment purchases and labor services. If the data center qualifies as a Sustainable Redevelopment Project, the waiver is increased to twenty years.

Phoenix is safe from most major hazard risks. Hurricane damage is non-existent, floods are uncommon, and there are no major fault lines to cause seismic events.

5.1.4.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market			
Commissioned Power	323 MW	Under Construction [not leased]	12 MW
Available Power	25 MW	Planned Power	1,685 MW
Vacancy Rate	7.7 %	YTD Absorption	39 MW

Source: datacenterHawk

The supply growth in Phoenix occurs at a healthy rate, meeting demand while avoiding over-saturation. Between 3Q 2015 and 2Q 2021, Phoenix grew by 175 MW of commissioned power though the market’s vacancy rate never rose above 12.5%.

Providers in Phoenix have a positive outlook on the future, leading to a dramatic increase in the market’s planned power. In 3Q 2015, Phoenix had just over 75 MW of planned power. As of 2Q 2021, however, Phoenix has over 1,685 MW of planned power. The 2,147% increase in planned power puts Phoenix in second place in total planned power, behind Northern Virginia.



The growth in supply was responsive to the increased demand witnessed in 2018. Previously, the market averaged 3-5 MW of absorption per quarter. Since 2018, however, Phoenix averages 7-10 MW per quarter. Between 1Q 2020 and 2Q 2021, three quarters had absorption over 15 MW.

5.1.4.7 Significant Investment Activity Transacted in Phoenix

Significant Investment Activity in Phoenix		
Investor	Landmark Dividend	Digital Bridge/Colony Capital
Provider	-	Vantage Data Centers
Comments	Investment firm Landmark Dividend acquired a 16 MW data center from PayPal in 1Q 2020. The \$122 million purchase is part of Landmark's initiative to gain a stronger foothold in the data center industry.	Since 2017, Digital Bridge and Colony Capital have aided in the funding and expansion of Vantage's data center growth within Northern California, the US, and internationally. These include Digital Bridge's acquisition of Vantage in 2017 for an estimated \$1b, and Colony Capital's \$1.2B investment in 2020.

Source: datacenterHawk

5.1.4.8 Investment Trends

The emergence of Phoenix as a hyperscale market contributed to the market's lower average cap rate, with transactions between 2019-2021 in the 6-6.5% range. Competition to capture the market's wholesale and hyperscale demand is high, driving rates downward. Most recent transactions and investment involved stabilized assets with higher values, often as sale-leaseback transactions. Two notable transactions in recent years include Landmark Dividend's purchase of PayPal's data center, and a transaction between Lincoln Rackhouse and Bank of America.



5.1.5 Seattle

5.1.5.1 Overview

Seattle is a steadily growing data center market. Called the "Jet City" based on its history of aircraft manufacturing, Seattle can also claim the moniker of "Cloud City" thanks to the headquarter locations of cloud computing and colocation businesses. The confluence of cloud infrastructure growth from hometown tech giants Microsoft and Amazon, low power costs, and high-performance connectivity options drive continued data center growth in Seattle and its suburbs.

Geographically, the Seattle market has the advantage of an overall mild climate. With water to the west and mountains to the east, Seattle's topography generates months of cool, rainy weather—which then enables months of free cooling for the area's data center providers. Seattle's abundant trees and hills mean there is extraordinarily little open land for construction, making it difficult to build large data center facilities. Because of this, data centers in the Seattle market are clustered into two regions: The downtown urban core and a mostly industrial area south of downtown near the Boeing airfield and Seattle-Tacoma International Airport (SEATAC).

One of the key reasons Seattle is a primary data center market is the area's tech-centric economy. The U.S. Bureau of Labor Statistics notes there are over 850 companies with 18,250 jobs related to the information and communications technology (ICT) industry in the Seattle market. According to the Information Technology Industry Council, over 13% of Washington's workforce comes from tech. Seattle ranks 2nd in the nation in concentration for software programmers and engineers, and 3rd overall in the nation for ICT industry jobs. A compelling case can be made that Seattle's biggest ICT industry players, Amazon, and Microsoft, created the cloud computing industry and therefore are the key drivers behind data center requirements worldwide. The Seattle market is also home to the corporate headquarters of top companies with data-driven businesses such as Costco, Nordstrom, and Starbucks.

5.1.5.2 Key Seattle Data Center Providers

Key Seattle Data Center Providers					
Provider	Sabey	Digital Realty	Cyxtera	Equinix	Digital Fortress
Number of Facilities	5	1	3	3	3
Commissioned Power (MW)	21	20	16	14	10
Occupancy	95%	86%	79%	96%	60%

Source: datacenterHawk

5.1.5.3 Seattle Historical Growth and Occupancy Rates

While leases above 1 MW occur on an inconsistent basis, over 90% of the leasing done in Seattle comes from transactions below 1 MW. This absorption takes place in space already commissioned, as opposed to pre-leasing.



Source: datacenterHawk

5.1.5.4 Seattle Lease Rates

The cost of power in Seattle are not high but the cost of land and taxes are high within the market. Tax incentives from the state of Washington are directed towards activity outside of city limits. Data centers within the city are generally retrofitted instead of a new build which effects the efficiency capabilities of the data center.



Seattle Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	200	300	130	155	*	*
2017	200	300	135	160	*	*
2018	200	300	120	160	*	*
2019	190	300	120	160	100	125
2020	190	300	115	150	100	125
2021	180	300	105	150	100	125
2022E	180	300	105	150	100	125
2023E	180	300	100	145	95	120
2024E	170	295	95	140	95	120

**Insufficient hyperscale pricing data*

Source: datacenterHawk

5.1.5.5 Key Market Characteristics

While it grows at a rate slower than most other major North American markets, Seattle maintains steady growth due to its strategic value.

Seattle’s electricity is one of the benefits of the market. Seattle’s power rates are lower than the average rate, and much lower than other West Coast markets like Northern California and Los Angeles. Hydroelectric power generation is abundant in Seattle, providing renewable energy solutions.

Seattle’s climate is mild and consistent overall, with opportunities for free-cooling time. The risk of seismic activity is present, though it is lower than markets in California.

The State of Washington offers tax incentives, though receiving those incentives is unlikely in Seattle. To qualify, development must occur 60 miles from Seattle.

The market’s connectivity, along the West Coast, to Pacific markets, and into Canada, is highly favorable. Seattle’s primary carrier hotel, the Westin Building, is among the most connected buildings in North America.

5.1.5.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	98 MW	Under Construction [not leased]	0 MW
Available Power	17 MW	Planned Power	52 MW
Vacancy Rate	17.7 %	YTD Absorption	2 MW

Source: datacenterHawk

Demand has been light in Seattle, with an average of 3 MW of total absorption per year since 2015. In correlation, Seattle’s commissioned power grew by 13 MW from 2015 to its current 98 MW as of 2Q 2021.



5.1.5.7 Significant Investment Activity Transacted in Seattle

Significant Investment Activity in Seattle	
Investor	Lincoln Rackhouse
Provider	ByteGrid
Comments	Lincoln Rackhouse acquired data center assets from ByteGrid in 2Q 2019, including a facility in Seattle. Preferring to own instead of operating valuable assets, Lincoln Rackhouse outsourced the data center's operations to Digital Fortress.

Source: datacenterHawk

5.1.6 Investment Trends

Cap rates in Seattle are flat, hovering around 7% since 2010. Seattle is a strategic market with consistent customer retention. Light demand and absorption in Seattle deter investors from executing lower cap rate transactions, and consistent rates and data center values limit opportunities for high cap rate transactions. Transactions with rates below 7% often involve facilities with strategic value, such as carrier hotels and other highly connected locations.

5.1.7 New York

5.1.7.1 Overview

While New York City is America's largest metro population, the data center market is more modest, concentrated around connectivity hubs. The inflated cost of doing business has discouraged some providers, though other companies require a data center located in the city. All but a few data centers in the New York City (NYC) market are concentrated in Manhattan, where most providers have retrofitted high-rises.

Most of the data centers in NYC are in older buildings that have been converted into data centers. The aged infrastructure is causing data center providers to focus on upgrading facilities to meet the security and redundancy needs of data center users in the city.

The largest and most densely populated data center in the NYC area is 111 8th Avenue. The building grew into a colocation hotspot by attracting data center providers that wanted to be in the city and take advantage of the building's connectivity. In 2010, Google purchased the 2.9 million SF building for \$1.9 billion. As the data center providers' leases in 111 8th expire, Google is taking back the space for internal purposes. Many data center providers are in the building with long-term leases, including Digital Realty, Equinix, XO Communications, and DataBank.

In addition, data center providers 1547 Realty and T5 Data Centers differentiate themselves by offering more suitable solutions located outside of NYC's urban core for larger data center users. T5 Data Centers is marketing 600 Albany Post Road in Briarcliff Manor, NY, just 30 miles outside of lower Manhattan. The 38,000 SF building can be converted to accommodate 2 MW of critical power. 1547 Realty also is actively developing their data center at 1 Ramland Road, located in Orangeburg, NY. The facility is on the west side of the Hudson River and closer to the Northern New Jersey data center market than lower Manhattan.

5.1.7.2 Key New York Data Center Providers

Key New York Data Center Providers					
Provider	Digital Realty	Sabey	DataBank	TierPoint	1547 Realty
Number of Facilities	4	1	2	1	1
Commissioned Power (MW)	20	8	7	6	6
Occupancy	85%	85%	91%	97%	82%

Source: datacenterHawk

5.1.7.3 New York Historical Growth and Occupancy Rates

Between 3Q 2015 and 2Q 2021, the New York market grew from 55 MW to its current 65 MW of commissioned power while 14 MW of absorption occurred in that timeframe. Absorption typically takes place in the form of new leases in vacant space, or existing customer expansions as opposed to pre-leasing.



Source: datacenterHawk

5.1.7.4 New York Lease Rates

New York remains the most populated state in the US, which ultimately drives up the cost of real estate in the Big Apple. The price around purchasing property and retrofitting a data center in this market is high. Then add in the lack of tax incentives offered by the state of New York to data center providers. All of these factors influence the lease rates that providers can extend to the end-user in the New York data center market.



New York Lease Rates						
	Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
	Low	High	Low	High	Low	High
2016	250	400	145	170	*	*
2017	240	400	145	170	*	*
2018	240	400	140	160	*	*
2019	240	400	140	160	125	150
2020	240	400	135	160	125	150
2021	240	400	135	160	120	150
2022E	240	400	135	160	120	150
2023E	240	400	135	160	120	150
2024E	240	400	130	155	115	145

**Insufficient hyperscale pricing data*

Source: datacenterHawk

5.1.7.5 Key Market Characteristics

Data center users in the New York City market typically need to be there for strategic reasons. The city's infrastructure for connectivity, especially in Manhattan, is world class due to the business needs of the area's large companies. Most demand that stays in New York City relates to a need for rapid processing and extremely low latency.

When comparing the NYC market to other colocation markets in proximity (Northern New Jersey and Northern Virginia), New York City will always be more expensive. Extremely high power and real estate prices often drive the total cost up higher than those markets.

5.1.7.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	65 MW	Under Construction [not leased]	0 MW
Available Power	5 MW	Planned Power	27 MW
Vacancy Rate	7.9 %	YTD Absorption	2 MW

Source: datacenterHawk

Most data center requirements in the NYC market are below 1 MW. Many firms with larger data center requirements choose to move out of the city for total project cost, hazard risk or safety reasons. Industries with consistent data center requirements in the NYC market include financial, healthcare, insurance, media, technology, telecommunications, and transportation.

When new development occurs, it is often with the goal of leveraging the city's fiber infrastructure to capture small-scale latency-focused demand.



5.1.7.7 Significant Investment Activity Transacted in New York

Significant Investment Activity in New York		
Investor	DivcoWest	Bouwinvest Real Estate
Provider	H5 Data Centers	Sabey
Comments	In 2Q 2021, DivcoWest acquired a 10-story high-rise and carrier hotel in Manhattan for \$135 million. While DivcoWest will own the facility, the firm selected H5 to oversee data center operations.	Bouwinvest joined one of several real estate firms investing in Sabey, after their \$60 million funding in 2Q 2021. The new capital will aid in Sabey's expansion, including projects at their New York facility.

Source: datacenterHawk

5.1.7.8 Investment Trends

Due to the increasing importance of mature connectivity solutions, the value of carrier hotels has risen substantially. This has led to frequent acquisitions of these types of buildings. The New York City market has a large density of these highly connected buildings, creating many opportunities for investors. Most of the recent acquisition, development, and investment of data center assets in New York involves these highly connected carrier hotels, as opposed to new development. As a result, cap rates in New York are flat and below the national average. Operating expenses are also high, reducing total potential income. Though the strategic nature of these assets drives some investment and acquisition activity, it is more uncommon than in other markets.



5.1.8 Northern New Jersey

5.1.8.1 Overview

Northern New Jersey's data center market experienced a building frenzy that started in 2005 but fizzled after an economic recession a few years later which led to a flood of supply. In 2008, the Northern New Jersey market was mostly data center users that built, owned, and operated their own enterprise data centers. The financial implosion of 2009 helped fuel the colocation market as data center providers scoured Northern New Jersey for sites and opportunities to offer solutions to these companies.

The industry regulations around data security and internal capital regulation instituted after the crash also made colocation more attractive. In addition, for both economic and security reasons, the New York Stock Exchange and NASDAQ have moved their data centers out of New York City and into Northern New Jersey. Larger providers like Digital Realty, DuPont Fabros (acquired by Digital Realty), and Sentinel Data Centers (acquired by CyrusOne) were well positioned to capitalize on the market conditions at the time and enjoyed steady growth.

The majority of data center activity in the Northern New Jersey market can be seen in two areas: The I-95 Corridor and near I-287 (approximately 20 miles to the southwest). The area near the I-95 Corridor includes the following cities: Weehawken, Jersey City, Carlstadt, Secaucus, Clifton, and Newark. The I-287 area includes the following cities: Edison, Piscataway, and Somerset.

Development often originates from data center users that require infrastructure close to New York, with needs too large to feasibly be contained in New York. Therefore, data centers in Northern New Jersey often cater to wholesale needs, coupled with the need for diverse fiber access.

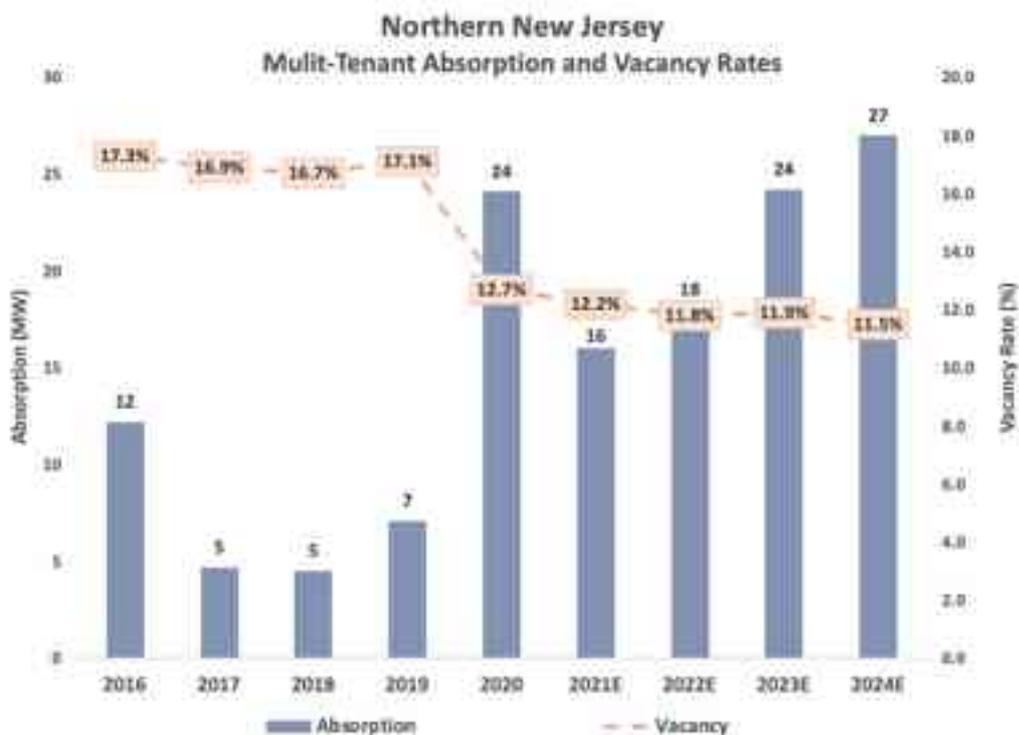
5.1.8.2 Key Northern New Jersey Data Center Providers

Key Northern New Jersey Data Center Providers					
Provider	Equinix	Digital Realty	QTS	CyrusOne	Iron Mountain
Number of Facilities	7	6	2	1	1
Commissioned Power (MW)	54	31	36	28	16
Occupancy	92%	85%	98%	84%	93%

Source: datacenterHawk

5.1.8.3 Northern New Jersey Historical Growth and Occupancy Rates

Absorption between 1H 2016 and 1H 2021 was 39 MW. The data center market in Northern New Jersey grew by 53 MW in the similar time frame. This aided in steadily reducing the market’s vacancy to its current 12.7% without triggering aggressive expansion.



Source: datacenterHawk

5.1.8.4 Northern New Jersey Lease Rates

Northern New Jersey offers data center users competitive lease rates. As of 2Q 2021, Northern New Jersey has 35 MW of power available. This market offers proximity to New York City without having to choose a retrofit option. In addition, the electricity costs in Northern New Jersey are much lower to the New York market.

Northern New Jersey Lease Rates					
Retail: 0-250 kW		Enterprise: 250 kW- 4MW		Hyperscale: 4 MW+	
Low	High	Low	High	Low	High



2016	175	275	135	160	*	*
2017	165	265	125	150	*	*
2018	150	250	120	150	*	*
2019	150	250	110	135	90	115
2020	140	250	105	130	90	115
2021	140	250	105	130	95	115
2022E	140	250	105	130	95	115
2023E	135	250	100	130	90	110
2024E	135	245	100	125	90	110

**Insufficient hyperscale pricing data*

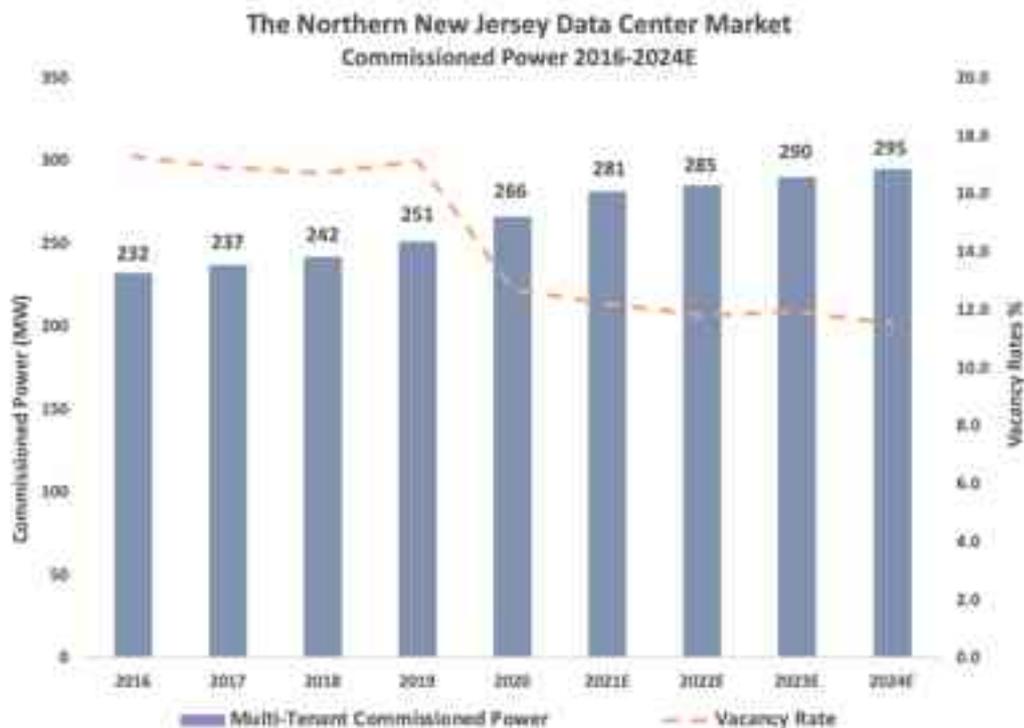
Source: datacenterHawk

5.1.8.5 Key Market Characteristics

Data center requirements generated in the Northeast often land in Northern New Jersey. Many companies need to be close to their data center infrastructure but are faced with development and operating costs that are too high. This is the primary factor behind Northern New Jersey's growth as a data center market. Land suitable for development is readily available, the State offers tax incentives to lower operating costs, and power costs are lower than in cities like Boston or New York.

New Jersey also has a well-developed fiber ecosystem, with access to major North American fiber routes. It is also a common anchor point for subsea cables running between the US and Europe.

5.1.8.6 Supply / Demand Dynamics



2Q-2021 Snapshot of the Multi-Tenant Data Center Market

Commissioned Power	278 MW	Under Construction [not leased]	2 MW
Available Power	35 MW	Planned Power	194 MW
Vacancy Rate	12.7 %	YTD Absorption	10 MW

Source: datacenterHawk

Demand for data center capacity in Northern New Jersey is strategic causing the market’s supply growth to be slower. Between 3Q 2015 and 2Q 2021, Northern New Jersey grew by 53 MW of commissioned power to its current 278 MW as of 2Q 2021.

While the need to place larger transactions in less expensive locations is what led to the growth of the Northern New Jersey market, the trend has slowed in recent years, primarily due to growth in the Northern Virginia market. Northern Virginia is not too far away and has more suitable metrics for large-scale data center operations. As a result, most transactions in Northern New Jersey are below 1 MW, and take place in existing



vacant capacity. Any larger leases often occur as a pre-lease of existing powered shell space.

5.1.8.7 Significant Investment Activity Transacted in Northern New Jersey

Significant Investment Activity in Northern New Jersey	
Investor	GI Partners
Provider	-
Comments	GI Partners acquired a 130,000 SF data center in 1Q 2018 in a sale-leaseback transaction. The facility is fully occupied by BT Americas, making the acquisition more favorable with immediate revenue.

Source: datacenterHawk

5.1.8.8 Investment Trends

Northern New Jersey is the data center hub for the Northeast due to its favorable cost metrics. Land values and operating costs are lower than other markets like New York or Boston. Data center demand lands in Northern New Jersey due to location requirements, limiting rental rate decline and increasing client retention. This results in cap rates consistently lingering around 7-7.5%. Most investment activity involves sale-leaseback transactions with enterprise users, as opposed to funding new development.

5.2 Glossary

Available Power - The commissioned power currently available for lease at a data center.

Available Space - The commissioned surface area in square feet currently available for lease at a data center.

Carrier Neutral - Allows data center users a network interconnection between multiple telecommunication carriers and colocation providers, enabling users to switch between network providers without physically moving servers to another location.

Cloud - Represents the easily-scalable physical compute, storage, and network resources owned and managed by an outside provider that can be securely accessed from any internet-connected device.

Colocation - The practice of procuring data center power, space, cooling and other services made available for lease to multiple end users by data center providers.

Commissioned Power - The commissioned power currently delivered at a data center plus any pre-leased capacity. Commissioned power is distinct from utility power as it represents the total rentable capacity.

Commissioned Space - The commissioned surface area in square feet currently delivered at a data center.

Data Center Provider - The company supplying power, space, cooling, managed/cloud services to data center users.

Dedicated Infrastructure - The practice of procuring infrastructure which commissioned space and power, mechanical and electrical systems, and security can be leased and reserved autonomously by a separate tenant.

Enterprise – Leasing activity that falls within 250 kW and 4 MW.

Hyperscale – Leasing activity that falls above 4 MW.

Planned Power - The commissioned power to be commissioned in the future at a data center.

Planned Space - The commissioned surface area in square feet to be commissioned in the future at a data center.

Retail – Leasing activity that falls under 250 kW.

Site - Land where a data center can be built.

Total Building Space - The surface area in square feet dedicated to both commissioned power and non-critical power (i.e. offices, conference rooms, lobby etc.).

Under Construction Power - The commissioned power currently under construction at a data center.



Under Construction Space - The commissioned surface area in square feet currently under construction at a data center.

UPS – A UPS (uninterruptible power supply) is a component of data center infrastructure that serves as a battery backup, ensuring systems remain online in the event of power failure. UPS systems provide up to 30 minutes of runtime and provide power while the facility's generators are activated.

User/Tenant - The company occupying commissioned power and space at a data center.



5.3 Statement of Assumptions and Limitations

datacenterHawk has assembled this report in good faith for Digital Realty Trust in relation to the listing of data center assets by way of a Real Estate Investment Trust on the Singapore Exchange. datacenterHawk has made every attempt to ensure the accuracy and reliability of the information provided in this report. However, the information is provided without warranty of any kind. datacenterHawk does not accept responsibility or liability for the accuracy, content, completeness, reliability, or legality of the information provided.

Forecasts made in this report were based on the best information available at the time of the production of the report as well as assumptions about future conditions. Changes in the underlying data or actual future conditions may materially change the forecast.

On behalf of datacenterHawk,

A handwritten signature in black ink, appearing to read "David Liggitt". The signature is fluid and cursive.

David Liggitt
Founder / Director
datacenterHawk, LLC
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TERMS, CONDITIONS AND PROCEDURES FOR APPLICATION FOR AND ACCEPTANCE OF THE UNITS IN SINGAPORE

Applications are invited for the subscription of the Units at the Offering Price per Unit on the terms and conditions set out below and in the printed application forms to be used for the purpose of the Offering and which forms part of the prospectus (the “**Application Forms**”) or, as the case may be, the Electronic Applications (as defined below).

Investors applying for the Units in the Offering by way of Application Forms or Electronic Applications are required to pay in Singapore dollars, the Offering Price of US\$0.88 per Unit (S\$1.21 per Unit), subject to a refund of the full amount or, as the case may be, the balance of the applications monies (in each case without interest or any share of revenue or other benefit arising therefrom) where (i) an application is rejected or accepted in part only, or (ii) if the Offering does not proceed for any reason.

- (1) The minimum initial subscription is for 1,000 Units. You may subscribe for a larger number of Units in integral multiples of 100. Your application for any other number of Units will be rejected.
- (2) You may apply for the Units only during the period commencing at 9.00 p.m. on 29 November 2021 and expiring at 12.00 noon on 2 December 2021. The Offering period may be extended or shortened to such date and/or time as the Manager may agree with the Joint Bookrunners, subject to all applicable laws and regulations and the rules of the SGX-ST.
- (3)
 - (a) Your application for the Units offered in the Singapore Public Offer (the “**Public Offer Units**”) may be made by way of the printed **WHITE** Public Offer Units Application Forms or by way of Automated Teller Machines (“**ATM**”) belonging to the Participating Banks (“**ATM Electronic Applications**”), the Internet Banking (“**IB**”) website of the relevant Participating Banks (“**Internet Electronic Applications**”) or the mobile banking interface of DBS Bank Ltd. (“**DBS Bank**”) or United Overseas Bank Limited (“**UOB**”) (“**mBanking Applications**”, which together with the ATM Electronic Applications and Internet Electronic Applications, shall be referred to as “**Electronic Applications**”).
 - (b) Your application for the Units offered in the Placement Tranche (the “**Placement Units**”) may be made by way of the printed **BLUE** Placement Units Application Forms (or in such other manner as the Joint Bookrunners may in their absolute discretion deem appropriate).
- (4) **Unless permissible in such other jurisdiction, you must be in Singapore at the time of making the application for the Units. You may not use your CPF Funds to apply for the Units.**
- (5) **Only one application may be made for the benefit of one person for the Public Offer Units in his own name. Multiple applications for the Public Offer Units will be rejected, except in the case of applications by approved nominee companies where each application is made on behalf of a different beneficiary.**

You may not submit multiple applications for the Public Offer Units via the Public Offer Units Application Form, or Electronic Applications. A person who is submitting an application for the Public Offer Units by way of the Public Offer Units Application Form may not submit another application for the Public Offer Units by way of Electronic Applications and vice versa.

A person, other than an approved nominee company, who is submitting an application for the Public Offer Units in his own name should not submit any other applications for the Public Offer Units, whether on a printed Application Form or by way of Electronic Application, for any other person. Such separate applications will be deemed to be multiple applications and shall be rejected.

Joint or multiple applications for the Public Offer Units shall be rejected. Persons submitting or procuring submissions of multiple applications for the Public Offer Units may be deemed to have committed an offence under the Penal Code, Chapter 224 of Singapore and the Securities and Futures Act, and such applications may be referred to the relevant authorities for investigation. Multiple applications or those appearing to be or suspected of being multiple applications (other than as provided herein) will be liable to be rejected at our discretion.

- (6) **Multiple applications may be made in the case of applications by any person for (i) the Placement Units only (via Placement Units Application Forms or such other form of application as the Joint Bookrunners may in their absolute discretion deem appropriate) or (ii) the Placement Units together with a single application for the Public Offer Units.**
- (7) Applications from any person under the age of 18 years, undischarged bankrupts, sole proprietorships, partnerships, chops or non-corporate bodies, joint Securities Account holders of CDP will be rejected. Applications may be made by any joint Securities Account holders of CDP for the Placement Units.
- (8) Applications from any person whose addresses (furnished in their printed Application Forms or, in the case of Electronic Applications, contained in the records of the relevant Participating Bank, as the case may be) bear post office box numbers will be rejected. No person acting or purporting to act on behalf of a deceased person is allowed to apply under the Securities Account with CDP in the deceased's name at the time of the application.
- (9) The existence of a trust will not be recognised. Any application by a trustee or trustees must be made in his/her or their own name(s) and without qualification or, where the application is made by way of a printed Application Form by a nominee, in the name(s) of an approved nominee company or approved nominee companies after complying with paragraph 10 below.
- (10) **Nominee applications may only be made by approved nominee companies.** Approved nominee companies are defined as banks, merchant banks, finance companies, insurance companies, licensed securities dealers in Singapore and nominee companies controlled by them. Applications made by nominees other than approved nominee companies will be rejected.
- (11) **If you are not an approved nominee company, you must maintain a Securities Account with CDP in your own name at the time of your application.** If you do not have an existing Securities Account with CDP in your own name at the time of application, your application will be rejected (if you apply by way of an Application Form) or you will not be able to complete your application (if you apply by way of an Electronic Application). If you have an existing Securities Account with CDP but fail to provide your CDP Securities Account number or provide an incorrect CDP Securities Account number in your Application Form or in your Electronic Application, as the case may be, your application is liable to be rejected.

- (12) Subject to paragraphs 14 to 18 below, your application is liable to be rejected if your particulars such as name, National Registration Identity Card (“**NRIC**”) or passport number or company registration number, nationality and permanent residence status, and CDP Securities Account number provided in your Application Form, or in the case of an Electronic Application, contained in the records of the relevant Participating Bank at the time of your Electronic Application, as the case may be, differ from those particulars in your Securities Account as maintained by CDP. If you have more than one individual direct Securities Account with CDP, your application shall be rejected.
- (13) **If your address as stated in the Application Form or, in the case of an Electronic Application, contained in the records of the relevant Participating Bank, as the case may be, is different from the address registered with CDP, you must inform CDP of your updated address promptly, failing which the notification letter on successful allocation from CDP will be sent to your address last registered with CDP.**
- (14) This Prospectus and its accompanying documents (including the Application Forms) have not been registered in any jurisdiction other than in Singapore. The distribution of this Prospectus and its accompanying documents (including the Application Forms) may be prohibited or restricted (either absolutely or unless various securities requirements, whether legal or administrative, are complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions.

Without limiting the generality of the foregoing, neither this Prospectus and its accompanying documents (including the Application Forms) nor any copy thereof may be taken, transmitted, published or distributed, whether directly or indirectly, in whole or in part in or into the United States or any other jurisdiction (other than Singapore) and they do not constitute an offer of securities for sale into the United States or any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such an offer. The Units have not been and will not be registered under the Securities Act and may not be offered or sold within the United States (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state laws. The Units are being offered and sold outside the United States (including institutional and other investors in Singapore) in offshore transactions as defined in and in reliance on the exemption from registration provided by Regulation S. There will be no public offer of Units in the United States. Any failure to comply with this restriction may constitute a violation of securities laws in the United States and in other jurisdictions.

The Manager reserves the right to reject any application for Units where the Manager believes or has reason to believe that such applications may violate the securities laws or any applicable legal or regulatory requirements of any jurisdiction.

No person in any jurisdiction outside Singapore receiving this Prospectus or its accompanying documents (including the Application Form) may treat the same as an offer or invitation to subscribe for any Units unless such an offer or invitation could lawfully be made without compliance with any regulatory or legal requirements in those jurisdictions.

- (15) The Manager reserves the right to reject any application which does not conform strictly to the instructions or with the terms and conditions set out in this Prospectus (including the instructions set out in the accompanying Application Forms, in the ATMs and IB websites of the relevant Participating Banks and the mobile banking interface (“**mBanking Interface**”) of DBS Bank and UOB) or, in the case of an application by way of an Application Form, the contents of which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly drawn up or improper form of remittance or a remittance which is not honoured upon its first representation.

- (16) The Manager further reserves the right to treat as valid any applications not completed or submitted or effected in all respects in accordance with the instructions and terms and conditions set out in this Prospectus (including the instructions set out in the accompanying Application Forms and in the ATMs and IB websites of the relevant Participating Banks and the mBanking Interface of DBS Bank and UOB), and also to present for payment or other processes all remittances at any time after receipt and to have full access to all information relating to, or deriving from, such remittances or the processing thereof. Without prejudice to the rights of the Manager, each of the Joint Bookrunners as agents of the Manager, has been authorised to accept, for and on behalf of the Manager, such other forms of application as the Joint Bookrunners may deem appropriate.
- (17) Subject to your provision of a valid and correct CDP Securities Account number, share certificates in respect of the Units will be registered in the name of CDP or its nominee and will be forwarded only to CDP. There will not be any physical security certificates representing the Units. If your application is successful, it is expected that CDP will send to you, at your own risk, within 15 Market Days after the close of the Offering, and subject to the submission of valid applications and payment for the Units, a statement of account stating that your Securities Account has been credited with the number of Units allocated to you. This will be the only acknowledgment of application monies received and is not an acknowledgment by the Manager. You irrevocably authorise CDP to complete and sign on your behalf as transferee or renounce any instrument of transfer and/or other documents required for the issue or transfer of the Units allocated to you. This authorisation applies to applications made by way of printed Application Forms and Electronic Applications, or such other forms of application as the Joint Bookrunners may deem appropriate.
- (18) The Manager and the Joint Bookrunners reserves the right to reject or to accept, in whole or in part, or to scale down or to ballot, any application, without assigning any reason therefor, and none of the Manager, nor any of the Joint Bookrunners will entertain any enquiry and/or correspondence on the decision of the Manager. This right applies to applications made by way of Application Forms and by way of Electronic Applications and by such other forms of application as the Joint Bookrunners may, in consultation with the Manager, deem appropriate. In deciding the basis of allocation, the Manager, in consultation with the Joint Bookrunners, will give due consideration to the desirability of allocating the Units to a reasonable number of applicants with a view to establishing an adequate market for the Units.
- (19) In the event that the Manager lodges a supplementary or replacement prospectus ("**Relevant Document**") pursuant to the Securities and Futures Act or any applicable legislation in force from time to time prior to the close of the Offering, and the Units have not been issued, the Manager will (as required by law) at the Manager's sole and absolute discretion either:
- (a) within two days (excluding any Saturday, Sunday or public holiday) from the date of the lodgement of the Relevant Document, give you notice in writing of how to obtain, or arrange to receive, a copy of the same and provide you with an option to withdraw your application and take all reasonable steps to make available within a reasonable period the Relevant Document to you if you have indicated that you wish to obtain, or have arranged to receive, a copy of the Relevant Document; or
 - (b) within seven days of the lodgement of the Relevant Document, give you a copy of the Relevant Document and provide you with an option to withdraw your application; or
 - (c) deem your application as withdrawn and cancelled and refund your application monies paid in respect of your application (without interest or any share of revenue or other benefit arising therefrom, at the applicant's own risk and without any right or claim against us or the Joint Bookrunners) to you within seven days from the lodgement of the Relevant Document.

Any applicant who wishes to exercise his option under paragraphs 18(a) and 18(b) above to withdraw his application shall, within 14 days from the date of lodgement of the Relevant Document, notify the Manager whereupon the Manager shall, within seven days from the receipt of such notification, return all monies in respect of such application (without interest or any share of revenue or other benefit arising therefrom at the applicant's own risk and without any right or claim against us or the Joint Bookrunners).

In the event that the Units have already been issued at the time of the lodgement of the Relevant Document but trading has not commenced, the Manager will (as required by law) either:

- (i) within two days (excluding any Saturday, Sunday or public holiday) from the date of the lodgement of the Relevant Document, give you notice in writing of how to obtain, or arrange to receive, a copy of the same and provide you with an option to return to the Manager the Units which you do not wish to retain title in and take all reasonable steps to make available within a reasonable period the Relevant Document to you if you have indicated that you wish to obtain, or have arranged to receive, a copy of the Relevant Document; or
- (ii) within seven days from the lodgement of the Relevant Document, give you a copy of the Relevant Document and provide you with an option to return the Units which you do not wish to retain title in; or
- (iii) deem the issue as void and refund your payment for the Units (without interest or any share of revenue or other benefit arising therefrom, at the applicant's own risk and without any right or claim against us or the Joint Bookrunners) within seven days from the lodgement of the Relevant Document.

Any applicant who wishes to exercise his option under paragraphs 19(i) and 19(ii) above to return the Units issued to him shall, within 14 days from the date of lodgement of the Relevant Document, notify the Manager of this and return all documents, if any, purporting to be evidence of title of those Units, whereupon the Manager shall, within seven days from the receipt of such notification and documents, pay to him all monies paid by him for the Units (without interest or any share of revenue or other benefit arising therefrom, at the applicant's own risk and without any right or claim against us or the Joint Bookrunners), and the Units issued to him shall be deemed to be void.

Additional terms and instructions applicable upon the lodgement of the Relevant Document, including instructions on how you can exercise the option to withdraw, may be found in such Relevant Document.

- (20) The Units may be reallocated between the Placement Tranche and the Singapore Public Offer for any reason, including in the event of excess applications in one and a deficit of applications in the other at the discretion of the Joint Bookrunners, in consultation with the Manager subject to any applicable laws, regulations and rules, including the minimum distribution and shareholding spread requirements of the SGX-ST.
- (21) There will not be any physical security certificates representing the Units. It is expected that CDP will send to you, at your own risk, within 15 Market Days after the close of the Offering, and subject to the submission of valid applications and payment for the Units, a statement of account stating that your Securities Account has been credited with the number of Units allocated to you. This will be the only acknowledgement of application monies received and is not an acknowledgement by the Manager. You irrevocably authorise CDP to complete and sign on your behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the Units allocated to you. This authorisation applies to applications made both by way of Application Forms and by way of Electronic Applications.
- (22) You irrevocably authorise CDP to disclose the outcome of your application, including the number of Units allocated to you pursuant to your application, to the Manager, the Joint Bookrunners and any other parties so authorised by CDP, the Manager and/or the Joint Bookrunners.
- (23) Any reference to "you" or the "Applicant" in this section shall include an individual, a corporation, an approved nominee company and trustee applying for the Units by way of an Application Form or by way of Electronic Application or by such other manner as the Joint Bookrunners may, in their absolute discretion, deem appropriate.

- (24) By completing and delivering an Application Form and, in the case of: (i) an ATM Electronic Application, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key or any other relevant key on the ATM, (ii) in the case of an Internet Electronic Application, by clicking “Submit” or “Continue” or “Yes” or “Confirm” or any other button on the IB website screen, or (iii) in the case of an mBanking Application, by transmitting “Submit” or “Continue” or “Yes” or “Confirm” or any other icon via the mBanking Interface in accordance with the provisions herein, you:
- (a) irrevocably agree and undertake to purchase the number of Units specified in your application (or such smaller number for which the application is accepted) at the Offering Price and agree that you will accept such number of Units as may be allocated to you, in each case on the terms of, and subject to the conditions set out in, the Prospectus and its accompanying documents (including the Application Forms) and the Trust Deed;
 - (b) agree that, in the event of any inconsistency between the terms and conditions for application set out in this Prospectus and its accompanying documents (including the Application Form) and those set out in the IB websites, mBanking Interface or ATMs of the relevant Participating Banks, the terms and conditions set out in this Prospectus and its accompanying documents (including the Application Forms) shall prevail;
 - (c) in the case of an application by way of a Public Offer Units Application Form or an Electronic Application, agree that the Offering Price for the Public Offer Units applied for is due and payable to the Manager upon application;
 - (d) in the case of an application by way of a Placement Units Application Form or such other forms of application as the Joint Bookrunners may in their absolute discretion deem appropriate, agree that the Offering Price for the Placement Units applied for is due and payable to the Manager upon application;
 - (e) warrant the truth and accuracy of the information contained, and representations and declarations made, in your application, and acknowledge and agree that such information, representations and declarations will be relied on by the Manager in determining whether to accept your application and/or whether to allocate any Units to you;
 - (f) (i) consent to the collection, use, processing and disclosure of your name, NRIC/passport number or company registration number, address, nationality, permanent resident status, Securities Account number, unit application amount, the outcome of your application (including the number of Offering Units allocated to you pursuant to your application) and other personal data (“**Personal Data**”) by the Unit Registrar and Unit Transfer Office, CDP, Securities Clearing Computer Services (Pte) Ltd (“**SCCS**”), SGX-ST, the Participating Banks, the Manager, the Joint Bookrunners and/or other authorised operators (the “**Relevant Parties**”) for the purpose of the processing of your application for the Offering Units, and in order for the Relevant Parties to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”) and warrant that such Personal Data is true, accurate and correct, (ii) warrant that where you, as an approved nominee company, disclose the Personal Data of the beneficial owner(s) to the Relevant Parties, you have obtained the prior consent of such beneficial owner(s) for the collection, use, processing and disclosure by the Relevant Parties of the Personal Data of such beneficial owner(s) for the Purposes, (iii) agree that the Relevant Parties may do anything or disclose any Personal Data or matters without notice to you if the Joint Bookrunners considers them to be required or desirable in respect of any applicable policy, law, regulation, government entity, regulatory authority or similar body, and (iv) agree that you will indemnify the Relevant Parties in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranties. You also agree that the Relevant Parties shall be entitled to enforce this indemnity (collectively, the “**Personal Data Privacy Terms**”);

- (g) agree and warrant that, if the laws of any jurisdictions outside Singapore are applicable to your application, you have complied with all such laws and none of the Manager nor any of the Joint Bookrunners will infringe any such laws as a result of the acceptance of your application;
 - (h) agree and confirm that you are outside the United States; and
 - (i) understand that the Units have not been and will not be registered under the Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and applicable state securities laws. There will be no public offer of the Units in the United States. Any failure to comply with this restriction may constitute a violation of the United States securities laws.
- (25) Acceptance of applications will be conditional upon, among others, the Manager being satisfied that:
- (a) permission has been granted by the SGX-ST to deal in and for the quotation of all of the (i) Units comprised in the Offering, (ii) Sponsor Units, (iii) Cornerstone Units and (iv) Units which may be issued to the Manager from time to time in full or part payment of the Manager's fees; and (v) Units which may be issued to the Property Managers from time to time in full or part payment of the Property Manager's fees on the Main Board of the SGX-ST;
 - (b) the Underwriting Agreement, referred to in the section on "Plan of Distribution" in this Prospectus, has become unconditional and has not been terminated; and
 - (c) the Authority has not served a stop order which directs that no or no further Units to which this Prospectus relates be allotted or issued ("**Stop Order**"). The Securities and Futures Act provides that the Authority shall not serve a Stop Order if all the Units have been issued, sold, and listed for quotation on the SGX-ST and trading in them has commenced.
- (26) In the event that a Stop Order in respect of the Units is served by the Authority or other competent authority, and:
- (a) the Units have not been issued (as required by law), all applications shall be deemed to be withdrawn and cancelled and the Manager shall refund the application monies (without interest or any share of revenue or other benefit arising therefrom, at the applicant's own risk and without any right or claim against us or the Joint Bookrunners) to you within 14 days of the date of the Stop Order; or
 - (b) if the Units have already been issued but trading has not commenced, the issue will (as required by law) be deemed void and the Manager shall refund your payment for the Units (without interest or any share of revenue or other benefit arising therefrom, and at the applicant's own risk and without any right or claim against us or the Joint Bookrunners) to you within 14 days from the date of the Stop Order.

This shall not apply where only an interim Stop Order has been served.

- (27) In the event that an interim Stop Order in respect of the Units is served by the Authority or other competent authority, no Units shall be issued to you until the Authority revokes the interim Stop Order. The Authority is not able to serve a Stop Order in respect of the Units if the Units have been issued and listed on the SGX-ST and trading in them has commenced.

- (28) Additional terms and conditions for applications by way of Application Forms are set out in the section “Additional Terms and Conditions for Applications using Printed Application Forms” on pages G-8 to G-12 of this Prospectus.
- (29) Additional terms and conditions for applications by way of Electronic Applications are set out in the section “Additional Terms and Conditions for Electronic Applications” on pages G-12 to G-17 of this Prospectus.
- (30) All payments in respect of any application for Public Offer Units, and all refunds where (a) an application is rejected or accepted in part only or (b) the Offering does not proceed for any reason, shall be made in Singapore dollars.
- (31) All payments in respect of any application for Placement Units, and all refunds where (a) an application is rejected or accepted in part only or (b) the Offering does not proceed for any reason, shall be made in U.S. dollars.
- (32) All refunds where (a) an application is rejected or accepted in part only or (b) the Offering does not proceed for any reason, shall be made in Singapore dollars.
- (33) No application will be held in reserve.
- (34) This Prospectus is dated 29 November 2021. No Units shall be allotted or allocated on the basis of this Prospectus later than 12 months after the date of this Prospectus.

Additional Terms and Conditions for Applications using Printed Application Forms

Applications by way of an Application Form shall be made on, and subject to the terms and conditions of this Prospectus, including but not limited to the terms and conditions set out below, as well as those set out under the section entitled “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore” on pages G-1 to G-26 of this Prospectus and the Trust Deed.

- (1) Applications for the Public Offer Units must be made using the printed **WHITE** Public Offer Units Application Forms and printed **WHITE** official envelopes “A” and “B”, accompanying and forming part of this Prospectus.

Applications for the Placement Units must be made using the printed **BLUE** Placement Units Application Forms (or in such manner as the Joint Bookrunners may in their absolute discretion deem appropriate), accompanying and forming part of this Prospectus.

Without prejudice to the rights of the Manager and the Joint Bookrunners, the Joint Bookrunners, as agents of the Manager, have been authorised to accept, for and on behalf of the Manager, such other forms of application, as the Joint Bookrunners may (in consultation with the Manager) deem appropriate.

Your attention is drawn to the detailed instructions contained in the Application Forms and this Prospectus for the completion of the Application Forms, which must be carefully followed. **The Manager and the Joint Bookrunners reserve the right to reject applications which do not conform strictly to the instructions set out in the Application Forms and this Prospectus (or, in the case of applications for the Placement Units, followed) which are illegible, incomplete, incorrectly completed or which are accompanied by improperly drawn remittances or improper form of remittances.**

- (2) You must complete your Application Forms in English. Please type or write clearly in ink using **BLOCK LETTERS**.

- (3) You must complete all spaces in your Application Forms except those under the heading “FOR OFFICIAL USE ONLY” and you must write the words “**NOT APPLICABLE**” or “**N.A.**” in any space that is not applicable.
- (4) Individuals, corporations, approved nominee companies and trustees must give their names in full. If you are an individual, you must make your application using your full name as it appears on your NRIC (if you have such an identification document) or in your passport and, in the case of a corporation, in your full name as registered with a competent authority. If you are not an individual, you must complete the Application Form under the hand of an official who must state the name and capacity in which he signs the Application Form. If you are a corporation completing the Application Form, you are required to affix your common seal (if any) in accordance with your Memorandum and Articles of Association or equivalent constitutive documents of the corporation. If you are a corporate applicant and your application is successful, a copy of your Memorandum and Articles of Association or equivalent constitutive documents must be lodged with Digital Core REIT’s Unit Registrar. The Manager reserves the right to require you to produce documentary proof of identification for verification purposes.
- (5) (a) You must complete Sections A and B and sign page 1 of the Application Form.
- (b) You are required to delete either paragraph 7(c) or 7(d) on page 1 of the Application Form. Where paragraph 7(c) is deleted, you must also complete Section C of the Application Form with particulars of the beneficial owner(s).
- (c) If you fail to make the required declaration in paragraph 7(c) or 7(d), as the case may be, on page 1 of the Application Form, your application is liable to be rejected.
- (6) You (whether an individual or corporate applicant, whether incorporated or unincorporated and wherever incorporated or constituted) will be required to declare whether you are a citizen or permanent resident of Singapore or a corporation in which citizens or permanent residents of Singapore or any body corporate constituted under any statute of Singapore have an interest in the aggregate of more than 50 per cent. of the issued share capital of or interests in such corporation. If you are an approved nominee company, you are required to declare whether the beneficial owner of the Units is a citizen or permanent resident of Singapore or a corporation, whether incorporated or unincorporated and wherever incorporated or constituted, in which citizens or permanent residents of Singapore or any body corporate incorporated or constituted under any statute of Singapore have an interest in the aggregate of more than 50 per cent. of the issued share capital of or interests in such corporation.
- (7) You may apply and make payment for your application for the Units in Singapore currency using only cash. Each application must be accompanied by a cash remittance in Singapore currency for the full amount payable in Singapore dollars (in the case of the Public Offer Units such amount being S\$1.21 based on the exchange rate of US\$1.00 to S\$1.375, as determined by the Manager in consultation with DBS Bank Ltd.) or United States dollars (in the case of the Placement Units) of the Offering Price, in respect of the number of Units applied for. The remittance must in the form of a **BANKER’S DRAFT or CASHIER’S ORDER** drawn on a bank in Singapore, made out in favour of “**DCR SGD UNIT ISSUE ACCOUNT**” crossed “**A/C PAYEE ONLY**” with your name, CDP Securities Account number and address written clearly on the reverse side. Applications not accompanied by any payment or accompanied by any other form of payment will not be accepted. No combined Banker’s Draft or Cashier’s Order for different CDP Securities Accounts shall be accepted. Remittances bearing “**NOT TRANSFERABLE**” or “**NON-TRANSFERABLE**” crossings will be rejected.

No acknowledgement of receipt will be issued for applications and application monies received.

The manner and method for applications and acceptances of payment under the Placement will be determined by the Joint Bookrunners in its sole discretion.

- (8) Monies paid in respect of unsuccessful applications are expected to be returned (without interest or any share of revenue or other benefit arising therefrom, and at his own risk and without any right or claim against us or the Joint Bookrunners) to you by ordinary post, in the event of oversubscription for the Units, within 24 hours of the balloting (or such shorter period as the SGX-ST may require), at your own risk. Where your application is rejected or accepted or in part only, the full amount or the balance of the application monies, as the case may be, will be refunded (without interest or any share of revenue or other benefit arising therefrom, and at his own risk and without any right or claim against us or the Joint Bookrunners) to you by ordinary post at your own risk within 14 Market Days after the close of the Offering, PROVIDED THAT the remittance accompanying such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account. If the Offering does not proceed for any reason, the full amount of application monies (without interest or any share of revenue or other benefit arising therefrom, and at his own risk and without any right or claim against us or the Joint Bookrunners) will be returned to you within three Market Days after the Offering is discontinued, provided that the remittance accompanying such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account.
- (9) Capitalised terms used in the Application Forms and defined in this Prospectus shall bear the meanings assigned to them in this Prospectus.
- (10) By completing and delivering the Application Forms, you agree that:
- (a) in consideration of the Manager having distributed the Application Form to you and by completing and delivering the Application Form before the close of the Offering:
 - (i) your application is irrevocable;
 - (ii) your remittance will be honoured on first presentation and that any monies returnable may be held pending clearance of your payment without interest or any share of revenue or other benefit arising therefrom, and at his own risk and without any right or claim against us or the Joint Bookrunners; and
 - (iii) you represent and agree that you are located outside the United States (within the meaning of Regulation S);
 - (b) all applications, acceptances or contracts resulting therefrom under the Offering shall be governed by and construed in accordance with the laws of Singapore and that you irrevocably submit to the non-exclusive jurisdiction of the Singapore courts;
 - (c) in respect of the Units for which your application has been received and not rejected, acceptance of your application shall be constituted by written notification by or on behalf of the Manager and not otherwise, notwithstanding any remittance being presented for payment by or on behalf of the Manager;
 - (d) you will not be entitled to exercise any remedy of rescission for misrepresentation at any time after acceptance of your application;
 - (e) reliance is placed solely on information contained in this Prospectus and that none of the Manager, the Sponsor, the Joint Bookrunners or any other person involved in the Offering shall have any liability for any information not contained therein;
 - (f) you accept and agree to the Personal Data Privacy Terms set out in this Prospectus;
 - (g) for the purpose of facilitating your application, you consent to the collection, use, processing and disclosure, by or on behalf of the Manager, of your Personal Data to the Relevant Persons in accordance with the Personal Data Privacy Terms;
 - (h) you irrevocably agree and undertake to purchase the number of Units applied for as stated in the Application Form or any smaller number of such Units that may be allocated to you in respect of your application. In the event that the Manager decides to allocate any smaller number of Units or not to allocate any Units to you, you agree to accept such decision as final; and
 - (i) you irrevocably authorise CDP to complete and sign on your behalf as transferee or renounce any instrument of transfer and/or other documents required for the issue of the Units that may be allocated to you.

Procedures Relating to Applications for the Public Offer Units by Way of Printed Application Forms

- (1) Your application for the Public Offer Units by way of printed Application Forms must be made using the **WHITE** Public Offer Units Application Forms and **WHITE** official envelopes “**A**” and “**B**”.
- (2) You must:
 - (a) enclose the **WHITE** Public Offer Units Application Form, duly completed and signed, together with correct remittance for the full amount payable at the Offering Price in Singapore currency in accordance with the terms and conditions of this Prospectus and its accompanying documents, in the **WHITE** official envelope “**A**” provided;
 - (i) write your name and address;
 - (ii) state the number of Public Offer Units applied for; and
 - (iii) tick the relevant box to indicate form of payment;
 - (b) **SEAL THE WHITE OFFICIAL ENVELOPE “A”**;
 - (c) write, in the special box provided on the larger **WHITE** official envelope “**B**” addressed to Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, the number of Public Offer Units you have applied for;
 - (d) insert the **WHITE** official envelope “**A**” into the **WHITE** official envelope “**B**” and seal the **WHITE OFFICIAL ENVELOPE “B”**; and
 - (e) affix adequate Singapore postage on the **WHITE** official envelope “**B**” (if dispatching by ordinary post) and thereafter **DESPATCH BY ORDINARY POST OR DELIVER BY HAND** the documents at your own risk to Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, so as to arrive by 12.00 noon on 2 December 2021 or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. **Courier services or Registered Post must NOT be used.**
- (3) Applications that are illegible, incomplete or incorrectly completed or accompanied by improperly drawn remittances or which are not honoured upon their first presentation are liable to be rejected. Except for application for the Placement Units where remittance is permitted to be submitted separately, applications for the Public Offer Units not accompanied by any payment or any other form of payment will not be accepted.
- (4) **ONLY ONE APPLICATION** should be enclosed in each envelope. No acknowledgement of receipt will be issued for any application or remittance received.

Procedures Relating to Applications for the Placement Units by Way of Printed Application Forms

- (1) Your application for the Placement Units by way of printed Application Forms must be made using the **BLUE** Placement Units Application Forms (or in such other manner as the Joint Bookrunners may, in its absolute discretion, deem appropriate).

- (2) The completed and signed BLUE Placement Units Application Form and your remittance, in accordance with the terms and conditions of this Prospectus, for the full amount payable at the Offering Price, as the case may be, for each Unit in respect of the number of Placement Units applied for, with your name, CDP Securities Account number and address clearly written on the reverse side, must be enclosed and sealed in an envelope to be provided by you. Your application for Placement Units must be delivered to Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, to arrive by 12.00 noon on 2 December 2021 or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. **Courier services or Registered Post must NOT be used.**
- (3) Applications that are illegible, incomplete or incorrectly completed or accompanied by improperly drawn remittances or which are not honoured upon their first presentation are liable to be rejected.
- (4) **ONLY ONE APPLICATION** should be enclosed in each envelope. No acknowledgement of receipt will be issued for any application or remittance received.

Additional Terms and Conditions for Electronic Applications

Electronic Applications shall be made on and subject to the terms and conditions of this Prospectus, including but not limited to the terms and conditions set out below and those under the section “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore” on pages G-1 to G-26 of this Prospectus, as well as the Trust Deed.

- (1) The procedures for Electronic Applications are set out on the ATM screens of the relevant Participating Banks (in the case of ATM Electronic Applications), the IB website screens of the relevant Participating Banks (in the case of Internet Electronic Applications) and the mBanking Interface of DBS Bank and UOB (in the case of mBanking Applications). DBS Bank and UOB are the only Participating Bank through which mBanking Applications may be made.
- (2) For illustration purposes, the procedures for Electronic Applications for Public Offer Units through ATMs, the IB website of DBS Bank and the mBanking Interface of DBS Bank (together the “**Steps**”) are set out in pages G-17 to G-26 of this Prospectus. The Steps set out the actions that you must take at ATMs, the IB website or the mBanking Interface of DBS Bank to complete an Electronic Application. The actions that you must take at the ATMs or the IB websites of the other Participating Banks are set out on the ATM screens or the IB website screens of the respective Participating Banks. Please read carefully the terms and conditions of this Prospectus and its accompanying documents (including the Application Form), the Steps and the terms and conditions for Electronic Applications set out below before making an Electronic Application.
- (3) Any reference to “you” or the “Applicant” in these Additional Terms and Conditions for Electronic Applications and the Steps shall refer to you making an application for Public Offer Units through an ATM of one of the relevant Participating Banks, the IB website of a relevant Participating Bank or the mBanking Interface of DBS Bank or UOB.
- (4) If you are making an ATM Electronic Application:
 - (a) You must have an existing bank account with and be an ATM cardholder of one of the Participating Banks. An ATM card issued by one Participating Bank cannot be used to apply for Public Offer Units at an ATM belonging to other Participating Banks.

- (b) You must ensure that you enter your own CDP Securities Account number when using the ATM card issued to you in your own name. If you fail to use your own ATM card or do not key in your own CDP Securities Account number, your application will be rejected. If you operate a joint bank account with any of the Participating Banks, you must ensure that you enter your own CDP Securities Account number when using the ATM card issued to you in your own name. Using your own CDP Securities Account number with an ATM card which is not issued to you in your own name will render your Electronic Application liable to be rejected.
 - (c) Upon the completion of your ATM Electronic Application, you will receive an ATM transaction slip ("**Transaction Record**"), confirming the details of your ATM Electronic Application. The Transaction Record is for your retention and should not be submitted with any printed Application Form.
- (5) If you are making an Internet Electronic Application or a mBanking Application:
- (a) You must have an existing bank account with, and a User Identification ("**User ID**") as well as a Personal Identification Number ("**PIN**") given by, the relevant Participating Bank.
 - (b) You must ensure that the mailing address of your account selected for the application is in Singapore and you must declare that the application is being made in Singapore. Otherwise, your application is liable to be rejected. In connection with this, you will be asked to declare that you are in Singapore at the time you make the application.
 - (c) Upon the completion of your Internet Electronic Application through the IB website of the relevant Participating Bank or the mBanking Interface of DBS Bank and UOB, there will be an on-screen confirmation ("**Confirmation Screen**") of the application which can be printed out or screen captured by you for your record. This printed record or screen capture of the Confirmation Screen is for your retention and should not be submitted with any printed Application Form.
- (6) In connection with your Electronic Application for Public Offer Units, you are required to confirm statements to the following effect in the course of activating the Electronic Application:
- (a) that you have received a copy of the Prospectus (in the case of Electronic Applications) and have read, understood and agreed to all the terms and conditions of application for the Public Offer Units and the Prospectus prior to effecting the Electronic Application and agree to be bound by the same;
 - (b) you accept and agree to the Personal Data Privacy Terms set out in this Prospectus;
 - (c) that, for the purpose of facilitating your application, you consent to the collection, use, processing and disclosure, by or on behalf of us, of your Personal Data from your records with the relevant Participating Bank to the Relevant Parties in accordance with the Personal Data Privacy Terms; and
 - (d) where you are applying for the Public Offer Units, that this is your only application for the Public Offer Units, and it is made in your name and at your own risk.

Your application will not be successfully completed and cannot be recorded as a completed transaction unless you press the "Enter" or "OK" or "Confirm" or "Yes" or any other relevant key in the ATM or click "Confirm" or "OK" or "Submit" or "Continue" or "Yes" or any other relevant button on the website screen or the mBanking Interface. By doing so, you shall be treated as signifying your confirmation of each of the three statements above. In respect of statement 6(b) above, your confirmation, by pressing the "Enter" or "OK" or "Confirm" or "Yes" or any other relevant key in the ATM or clicking "Confirm" or "OK" or "Submit" or "Continue" or "Yes" or any other relevant button, shall signify and shall be treated as your written permission, given in accordance with the relevant laws of Singapore, including Section 47(2) of the Banking Act, Chapter 19 of Singapore, to the disclosure by that Participating Bank of the Relevant Particulars of your account(s) with that Participating Bank to the Relevant Parties.

By making an Electronic Application you confirm that you are not applying for the Public Offer Units as a nominee of any other person and that any Electronic Application that you make is the only application made by you as the beneficial owner. You shall make only one Electronic Application for the Public Offer Units and shall not make any other application for the Public Offer Units whether at the ATMs of any Participating Bank, the IB websites of the relevant Participating Banks or the mBanking Interface of DBS Bank or UOB or on the Application Forms. Where you have made an application for the Public Offer Units on an Application Form, you shall not make an Electronic Application for the Public Offer Units and vice versa.

- (7) You must have sufficient funds in your bank account with your Participating Bank at the time you make your ATM Electronic Application, Internet Electronic Application or mBanking Application, failing which such Electronic Application will not be completed. Any Electronic Application which does not conform strictly to the instructions set out in this Prospectus or on the screens of the ATMs or on the IB website of the relevant Participating Bank or the mBanking Interface of DBS Bank or UOB, as the case may be, through which your Electronic Application is being made shall be rejected.
- (8) You may apply and make payment for your application for the Public Offer Units in Singapore currency through any ATM or IB website of your Participating Bank or the mBanking Interface of DBS Bank or UOB (as the case may be) by authorising your Participating Bank to deduct the full amount payable from your bank account(s) with such Participating Bank.
- (9) You irrevocably agree and undertake to subscribe for and to accept the number of Public Offer Units applied for as stated on the Transaction Record or the Confirmation Screen or any lesser number of such Public Offer Units that may be allocated to you in respect of your Electronic Application. In the event that the Manager decides to allocate any lesser number of such Public Offer Units or not to allocate any Public Offer Units to you, you agree to accept such decision as final. If your Electronic Application is successful, your confirmation (by your action of pressing the "Enter" or "OK" or "Confirm" or "Yes" or any other relevant key in the ATM or clicking "Confirm" or "OK" or "Submit" or "Continue" or "Yes" or any other relevant button on the Internet screen or the mBanking Interface of DBS Bank and UOB) of the number of Public Offer Units applied for shall signify and shall be treated as your acceptance of the number of Public Offer Units that may be allocated to you and your agreement to be bound by the Trust Deed.
- (10) The Manager will not keep any application in reserve. Where your Electronic Application is unsuccessful, the full amount of the application monies will be returned (without interest or any share of revenue or other benefit arising therefrom, and at your own risk and without any right or claim against us or the Joint Bookrunners) to you by being automatically credited to your account with your Participating Bank, within 24 hours of the balloting (or such shorter period as the SGX-ST may require) provided that the remittance in respect of such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account.

Where your Electronic Application is accepted or rejected in full or in part only, the balance of the application monies, as the case may be, will be returned (without interest or any share of revenue or other benefit arising therefrom, and at your own risk and without any right or claim against us or the Joint Bookrunners) to you by being automatically credited to your account with your Participating Bank, within 14 Market Days after the close of the Offering provided that the remittance in respect of such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account.

If the Offering does not proceed for any reason, the full amount of application monies (without interest or any share of revenue or other benefit arising therefrom, and at his own risk without any right or claim against us or the Joint Bookrunners) will be returned to you within three Market Days after the Offering is discontinued provided that the remittance in respect of such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account.

Responsibility for timely refund of application monies (whether from unsuccessful or partially successful Electronic Applications or otherwise) lies solely with the respective Participating Banks. Therefore, you are strongly advised to consult your Participating Bank as to the status of your Electronic Application and/or the refund of any money to you from an unsuccessful or partially successful Electronic Application, to determine the exact number of Public Offer Units, if any, allocated to you before trading the Units on the SGX-ST. None of the SGX-ST, CDP, SCCS, the Participating Banks, the Manager, and the Joint Bookrunners assume any responsibility for any loss that may be incurred as a result of you having to cover any net sell positions or from buy-in procedures activated by the SGX-ST.

- (11) If your Electronic Application is unsuccessful, no notification will be sent by the relevant Participating Bank.
- (12) Applicants who make ATM Electronic Applications through the ATMs of the following Participating Banks may check the final results of their ATM Electronic Applications as follows:

Bank	Telephone	Other Channels	Operating Hours	Service expected from
DBS Bank Ltd. (including POSB) ("DBS Bank")	1800 339 6666 (for POSB account holders) 1800 111 1111 (for DBS account holders)	Internet Banking http://www.dbs.com ⁽¹⁾	24 hours a day	Evening of the balloting day
Oversea-Chinese Banking Corporation Limited ("OCBC")	1800 363 3333	Phone Banking/ATM/ Internet Banking http://www.ocbc.com ⁽²⁾	24 hours a day	Evening of the balloting day
United Overseas Bank Limited ("UOB")	1800 222 2121	ATM (Other Transactions "IPO Results Enquiry")/ IB – https://pib.uob.com.sg/ Phone Banking/ UOB TMRW mobile application ⁽³⁾	24 hours a day	Evening of the balloting day

Notes:

- (1) Applicants who have made Internet Electronic Applications through the Internet Banking websites of DBS Bank or mBanking Applications through the mBanking Interface of DBS Bank may also check the results of their applications through the same channels listed in the table above in relation to ATM Electronic Applications made at the ATMs of DBS Bank.
- (2) Applicants who have made Electronic Application through the ATMs of OCBC may check the results of their applications through OCBC Personal Internet Banking, OCBC ATMs or OCBC Phone Banking services.
- (3) Applicants who have made Electronic Application through the ATMs or the IB website or mBanking Applications through the mBanking Interface of UOB may check the results of their applications through any of the channels listed in the table above.

- (13) ATM Electronic Applications shall close at 12.00 noon on 2 December 2021 or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. All Internet Electronic Applications and mBanking Applications must be received by 12.00 noon on 2 December 2021, or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. Internet Electronic Applications and mBanking Applications are deemed to be received when they enter the designated information system of the relevant Participating Bank.
- (14) You are deemed to have irrevocably requested and authorised the Manager to:
- (a) register the Public Offer Units allocated to you in the name of CDP for deposit into your Securities Account;
 - (b) return or refund (without interest or any share of revenue earned or other benefit arising therefrom, and at your own risk and without any right or claim against us or the Joint Bookrunners) the application monies, should your Electronic Application be rejected or if the Offering does not proceed for any reason, by automatically crediting your bank account with your Participating Bank, with the relevant amount within 24 hours after balloting (or such shorter period as the SGX-ST may require), or within three Market Days if the Offering does not proceed for any reason, after the close or discontinuation (as the case may be) of the Offering, PROVIDED THAT the remittance in respect of such application which has been presented for payment or such other processes has been honoured and application monies received in the designated unit issue account; and
 - (c) return or refund (without interest or any share of revenue or other benefit arising therefrom, and at your own risk and without any right or claim against us or the Joint Bookrunners) the balance of the application monies, should your Electronic Application be rejected or accepted in part only, by automatically crediting your bank account with your Participating Bank, at your risk, with the relevant amount within 14 Market Days after the close of the Offering, PROVIDED THAT the remittance in respect of such application which has been presented for payment or such other processes has been honoured and application monies received in the designated unit issue account.
- (15) You irrevocably agree and acknowledge that your Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdown, fires, acts of God and other events beyond the control of the Participating Banks, the Manager, and the Joint Bookrunners, and if, in any such event the Manager, the Joint Bookrunners, and/or the relevant Participating Bank do not receive your Electronic Application, or any data relating to your Electronic Application or the tape or any other devices containing such data is lost, corrupted or not otherwise accessible, whether wholly or partially for whatever reason, you shall be deemed not to have made an Electronic Application and you shall have no claim whatsoever against the Manager, the Joint Bookrunners and/or the relevant Participating Bank for any Public Offer Units applied for or for any compensation, loss or damage.
- (16) The existence of a trust will not be recognised. Any Electronic Application by a trustee must be made in his own name and without qualification. The Manager shall reject any application by any person acting as nominee (other than approved nominee companies).

- (17) All your particulars in the records of your Participating Bank at the time you make your Electronic Application shall be deemed to be true and correct and your Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in your particulars after making your Electronic Application, you must promptly notify your Participating Bank.
- (18) You should ensure that your personal particulars as recorded by both CDP and the relevant Participating Bank are correct and identical, otherwise, your Electronic Application is liable to be rejected. You should promptly inform CDP of any change in address, failing which the notification letter on successful allocation will be sent to your address last registered with CDP.
- (19) By making and completing an Electronic Application, you are deemed to have agreed that:
- (a) in consideration of the Manager making available the Electronic Application facility, through the Participating Banks acting as agents of the Manager, at the ATMs and Internet Banking websites of the relevant Participating Banks and the mBanking Interface of DBS Bank and UOB:
 - (i) your Electronic Application is irrevocable;
 - (ii) your Electronic Application, the acceptance by the Manager and the contract resulting therefrom under the Public Offer shall be governed by and construed in accordance with the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the Singapore courts; and
 - (iii) you represent and agree that you are not located in the United States (within the meaning of Regulations S);
 - (b) none of CDP, the Manager, the Joint Issue Managers, the Joint Bookrunners and the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to your Electronic Application to the Manager, or CDP or the SGX-ST due to breakdowns or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 15 above or to any cause beyond their respective controls;
 - (c) in respect of the Public Offer Units for which your Electronic Application has been successfully completed and not rejected, acceptance of your Electronic Application shall be constituted by written notification by or on behalf of the Manager and not otherwise, notwithstanding any payment received by or on behalf of the Manager;
 - (d) you will not be entitled to exercise any remedy for rescission for misrepresentation at any time after acceptance of your application;
 - (e) reliance is placed solely on information contained in this Prospectus and that none of the Manager, the Sponsor, the Joint Bookrunners or any other person involved in the Offering shall have any liability for any information not contained therein; and
 - (f) you irrevocably agree and undertake to subscribe for the number of Public Offer Units applied for as stated in your Electronic Application or any smaller number of such Public Offer Units that may be allocated to you in respect of your Electronic Application. In the event the Manager decides to allocate any smaller number of such Public Offer Units or not to allocate any Public Offer Units to you, you agree to accept such decision as final.

Steps for ATM Electronic Applications for Public Offer Units through ATMs of DBS (including POSB ATMs)

Instructions for ATM Electronic Applications will appear on the ATM screens of the respective Participating Bank. For illustration purposes, the steps for making an ATM Electronic Application through a DBS Bank or POSB ATM are shown below. Certain words appearing on the screen are in abbreviated form (“A/C”, “amt”, “appln”, “&”, “I/C”, “No.”, “SGX” and “Max” refer to “Account”, “amount”, “application”, “and”, “NRIC”, “Number”, “the SGX-ST” and “Maximum”, respectively). Instructions for ATM Electronic Applications on the ATM screens of Participating Banks (other than DBS Bank (including POSB)), may differ slightly from those represented below.

- Step 1: Insert your personal DBS Bank or POSB ATM Card.
- 2: Enter your Personal Identification Number.
- 3: Select “MORE SERVICES”.
- 4: Select language (for customers using multi-language card).
- 5: Select “ESA-IPO/Rights Appln/Bonds/SGS/INVESTMENTS”.
- 6: Select “ELECTRONIC SECURITIES APPLN (IPOS/BONDS/SECURITIES)”.
- 7: Read, understand and acknowledge the following statements which will appear on the screen accordingly:

WARNING

- All investments come with risks.
- You can lose money on your investment.
- Invest only if you understand and can monitor your investment.

(Press “I acknowledge, press >” to continue)

You agree that this transaction is entered in totally on your own accord and at your own risk. The availability of this application service shall not be construed as recommendation or advise from DBS/POSB to enter into this transaction. You may wish to seek prior advice from a qualified adviser as to the transaction suitability.

(Press “To continue, press >” to continue)

- 8: Select “DCREIT”
- 9: Read, understand and acknowledge the following statements which will appear on the screen accordingly:

IMPORTANT

- Read the Offer Documents* before subscribing for the securities.
- Obtain the Offer Documents from our bank branches#, website or via the following QR Code.



<https://go.dbs.com/sg-esa>

Subject to availability

(Press “I acknowledge, press >” to continue)

RISK WARNING FOR REITS

- The REIT may pay less distribution if rental or occupancy rates fall.
- You will likely lose money if the REIT gets into financial difficulties.
- If a REIT is wound up, unitholders will be the last to be paid off.

(Press “To continue, press >” to continue)

10: Check the security name, closing date and offering price displayed on the screen, and press “To continue, press >” to continue.

11: Read and understand the following statements which will appear on the screen:

FOR SECURITY APPLNS, PROSPECTUS/DOCUMENTS ARE AVAILABLE AT THE BRANCHES OF THE VARIOUS PARTICIPATING BANKS, WHERE AVAILABLE

(Press “To continue, press >” to continue)

For purpose of facilitating your application, you consent to the bank collecting and using your name, NRIC/passport number, address, nationality, securities a/c number, application details and personal data and disclosing the same to share registrars, CDP, SGX-ST and issuers/vendors/managers.

(Press “To continue, press >” to continue)

For fixed and maximum price securities application, this is your only application and is made in your own name.

The maximum price for each security is payable in full on application and subject to refund if the final price is lower.

For tender price securities application, this is your only application at the selected tender price and is made in your own name.

You are not a US Person as referred to in (where applicable) the Offer Documents.

There may be a limit on the maximum number of securities that you can apply for. Subject to availability, you may be allotted/allocated a smaller number of securities than you applied for.

(Press “To continue, press >” to continue)

- 12: Select your nationality
- 13: Select the DBS account (Autosave/Current/Savings/Savings Plus) or the POSB account (Current/Savings) from which to debit your application monies.
- 14: Read and understand the following statements which will appear on the screen:

WARNING

- Diversify your investments.
- Avoid investing a large portion of your money in a single issuer.

(Press "To continue, press >" to continue)

- 15: Enter the number of securities you wish to apply for using cash. (Press "ENTER" to continue)

- 16: Enter or confirm (if your CDP Securities Account number has already been stored in DBS' records) your own 12-digit CDP Securities Account number.

(Press "ENTER" to continue)

- 17: Check the details of your securities application, your CDP Securities Account number, the number of securities applied and application amount on the screen, and press the "TO CONFIRM" key to confirm your application. Do note that the application cannot be cancelled upon confirmation.

- 18: Remove the ATM Transaction Record for your reference and retention only.

Steps for Internet Electronic Application for Public Offer Units through the IB Website of DBS Bank

For illustrative purposes, the steps for making an Internet Electronic Application through the DBS Bank IB website are shown below. Certain words appearing on the screen are in abbreviated form ("A/C", "&", "amt", "I/C" and "No." refer to "Account", "and", "Amount", "NRIC" and "Number", respectively).

- Step 1: Click on DBS Bank at <http://www.dbs.com>.
- 2: Login to Internet banking.
- 3: Enter your User ID and PIN.
- 4: Enter your DBS Bank iB Secure PIN.
- 5: Select "Invest", followed by "Electronic Securities Application (ESA)".
- 6: Click "Yes" to proceed and to warrant, among others, that you are currently in Singapore, you have observed and complied with all applicable laws and regulations and that your mailing address for DBS Internet Banking is in Singapore and that you are not a U.S. person (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended or acting for the account or benefit of a U.S. person).

- 7: Select your country of residence and click “Next”.
- 8: Click on “DCREIT” and click “Next”.
- 9: Read, understand and acknowledge the following statements which will appear on the screen:

Warning

All investments come with risks, including the risk that you may lose all or part of your investment. By continuing, you understand that you are responsible for your own investment decisions.

RISK WARNING FOR REITS

- The REIT may pay less distribution if rental or occupancy rates fall.
- You will likely lose money if the REIT gets into financial difficulties.
- If a REIT is wound up, unitholders will be the last to be paid off.

(Press “I Acknowledge” to continue)

- 10: Read and understand the following statements which will appear on the screen:

Important

Read the Offer Documents before subscribing for the securities.

Click on the logo(s) to download the Offer Documents.

Before committing to an investment, please seek advice from a financial adviser regarding the suitability of the product. If you do not wish to seek financial advice, by continuing the application, you confirm that you have independently assessed that this product is suitable for you. You have not relied on any previous advice or recommendation given by DBS Bank in making your investment decision and you accept that should you wish to proceed with the transaction, you will not be able to rely on Section 27 of the Financial Advisers Act (Cap 110) to file any civil claim against DBS Bank.

By proceeding, I have read, understood, and agree to the following:

Agreement

- For the purposes of facilitating my application, consent to the Bank collecting and using my name, NRIC/passport number, address, nationality, CDP securities account number, CPF investment account number, application details and other personal data and disclosing the same from the Bank's records to registrars of securities of the issuer, SGX, CDP, CPF, issuer/vendor(s) and issue manager(s).
- I am not a U.S. person (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended) the "U.S. Securities Act").
- The securities mentioned herein have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, any "U.S. person" (as defined in Regulation S under the U.S. Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state security laws. There will be no public offer of the securities mentioned herein in the United States. Any failure to comply with this restriction may constitute a violation of United States securities law.
- That this application will be made in my own name and subject to the conditions on securities application.

(Press "Next" to continue)

11: Click on "U.S. person" to read the following:

"U.S. Person" means:

- any natural person resident in the United States;
- any partnership or corporation organised or incorporated under the laws of the United States;
- any estate of which any executor or administrator is a U.S. person;
- any trust of which any trustee is a U.S. person;
- any agency or branch of a foreign entity located in the United States;
- any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

- any partnership or corporation if:
 - a. organised or incorporated under the laws of any foreign jurisdiction; and
 - b. formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, as amended unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the United States Securities Act of 1933) who are not natural persons, estates or trusts.

(Press “OK” to continue)

12: Click on “conditions on securities application” to read the following:

- For **FIXED/MAXIMUM price securities** application, this is your only application. For **TENDER price securities** application, this is your only application at the selected tender price.
- For **FOREIGN CURRENCY securities**, subject to the terms of the issue, please note the following:
 - a. The application monies will be debited from your bank account in S\$, based on the Bank’s prevailing board rates at time of application. Any refund monies will be credited in S\$ based on the Bank’s prevailing board rates at the time of refund. The different prevailing board rates at the time of application and at the time of refund of application monies may result in either a foreign exchange profit or loss. Alternatively, application monies may be debited, and refunds credited in S\$ at the same exchange rate.
 - b. For **1ST-COME-1ST-SERVE securities**, the number of securities applied for may be reduced, subject to availability at the point of application.

13: Check the security details, select the DBS account or POSB account from which to debit your application monies and enter the number of securities you wish to apply for using cash. Read and understand the following statements displayed on the screen:

Warning

- Diversify your investments.
- Avoid investing a large portion of your money in a single issuer.

(Press “Next” to continue)

14: Verify the details of your securities application and click “Confirm” to confirm your application.

15: You may print a copy of the IB Confirmation Screen for your reference and retention.

Steps for mBanking Applications for Public Offer Units through the mBanking Interface of DBS Bank

For illustrative purposes, the steps for making an mBanking Application are shown below. Certain words appearing on the screen are in abbreviated from (“A/C”, “&”, “amt”, “I/C”, “SGX” and “No.” refer to “Account”, “and”, “Amount”, “NRIC”, “SGX-ST” and “Number”, respectively).

- Step 1: Click on DBS Bank mBanking application and login using your User ID and PIN.
- 2: Select “Invest”.
- 3: Select ESA”.
- 4: Select “Yes” to proceed and to warrant, among others, that you are currently in Singapore, you have observed and complied with all applicable laws and regulations, your mailing address for DBS Internet Banking is in Singapore and that you are a U.S. person (as such term is defined in Regulation S under the Securities Act of 1933, as amended).
- 5: Select your country of residence and click “Next”.
- 6: Select “DCREIT” and click “Next”.
- 7: Read, understand and acknowledge the following statements which will appear on the screen:

Warning

All investments come with risk, including the risk that you may lose all or part of your investment. By continuing, you understand that you are responsible for your own investment decisions.

RISK WARNING FOR REITS

- The REIT may pay less distribution if rental or occupancy rates fall.
- You will likely lose money if the REIT gets into financial difficulties.
- If a REIT is wound up, unitholders will be the last to be paid off.

(Press “I Acknowledge” to continue)

- 8: Please read and acknowledge:

IMPORTANT

Read the Offer Documents before subscribing for the securities.

Click on the respective link to view the Prospectus and Product Highlights Sheet.

Before committing to an investment, please seek advice from a financial adviser regarding the suitability of the product. If you do not wish to seek financial advice, by continuing the application, you confirm that you have independently assessed that this product is suitable for you. You have not relied on any previous advice or recommendation given by DBS Bank in making your investment decision and you

accept that should you wish to proceed with the transaction, you will not be able to rely on Section 27 of the Financial Advisers Act (Cap 110) to file any civil claim against DBS Bank.

By proceeding, I have read, understood, and agree to the following:

AGREEMENT

- For the purposes of facilitating my application, consent to the Bank collecting and using my name, NRIC/passport number, address, nationality, CDP securities account number, CPF investment account number, application details and other personal data and disclosing the same from the Bank's records to registrars of securities of the issuer, SGX, CDP, CPF, issuer/vendor(s) and issue manager(s).
- I am not a U.S. person (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended) the "U.S. Securities Act").
- The securities mentioned herein have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, any "U.S. person" (as defined in Regulation S under the U.S. Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state security laws. There will be no public offer of the securities mentioned herein in the United States. Any failure to comply with this restriction may constitute a violation of United States securities law.
- That this application will be made in my own name and subject to the conditions on securities application.

(Press "I Agree" to continue)

9: Click on "U.S. person" to read the following:

"U.S. Person" means:

- any natural person resident in the United States;
- any partnership or corporation organised or incorporated under the laws of the United States;
- any estate of which any executor or administrator is a U.S. person;
- any trust of which any trustee is a U.S. person;
- any agency or branch of a foreign entity located in the United States;
- any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

- any partnership or corporation if:
 - a. organised or incorporated under the laws of any foreign jurisdiction; and
 - b. formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, as amended unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the United States Securities Act of 1933) who are not natural persons, estates or trusts.

10: Click on “conditions on securities application” to read the following:

- For **FIXED/MAXIMUM price securities** application, this is your only application. For **TENDER** price securities application, this is your only application at the selected tender price.
- For **FOREIGN CURRENCY securities**, subject to the terms of the issue, please note the following:
 - a. The application monies will be debited from your bank account in S\$, based on the Bank’s prevailing board rates at time of application. Any refund monies will be credited in S\$ based on the Bank’s prevailing board rates at the time of refund. The different prevailing board rates at the time of application and at the time of refund of application monies may result in either a foreign exchange profit or loss. Alternatively, application monies may be debited, and refunds credited in S\$ at the same exchange rate.
 - b. For **1ST-COME-1ST-SERVE securities**, the number of securities applied for may be reduced, subject to availability at the point of application.

11: Select your nationality, enter or confirm your CDP Securities Account number (if your CDP Securities Account number has already been stored in DBS’ records) and check the security details. Select the DBS account or POSB account from which to debit your application monies and enter the number of securities you wish to apply for using cash. Read and understand the following statements displayed on the screen:

WARNING

- Diversify your investments.
- Avoid investing a large portion of your money in a single issuer.

(Press “Next” to continue)

12: Verify the details of your securities application and click “Confirm” to confirm your application.

13: Where applicable, capture Confirmation Screen (optional) for your reference and retention only.

**LIST OF PRESENT AND PAST PRINCIPAL DIRECTORSHIPS OF
DIRECTORS AND EXECUTIVE OFFICERS**

(A) Directors of the Manager

(1) Jeffrey Tapley

Current Directorships

Lamda Hellix S.A.

Digital Realty (UK) Limited

Digital London Limited

InterXion II B.V.

Digital Realty Management France SARL

Ascenty Latam Holding Ltd

Ashburn Corporate Center Owners
Association, Inc.

Ashburn Corporate Center Phase I Unit
Owners Association

Devin Shafron E and F Land Condominium
Owners Association, Inc.

LREP IV, LLC

Sluggers' Academy, LLC

**Past Directorships (for a period of five
years preceding the Latest Practicable
Date)**

Digital Paris Holding SARL

Viridi Data Paris 2 SAS

Digital Les Ulis Holding SAS

InterXion I B.V.

Sentrum Limited

(2) John Herbert

Current Directorships

SpectraTen LLC

Caliber Home Loans, Inc.

Quintain Holdings, Ltd.

Novo Banco, S.A.

**Past Directorships (for a period of five
years preceding the Latest Practicable
Date)**

Nil

(3) Tan Jeh Wuan

Current Directorships

Tower Capital Asia Pte. Ltd.

Daiwa House Asset Management Asia Pte Ltd

Past Directorships (for a period of five years preceding the Latest Practicable Date)

DBS Vickers (Hong Kong) Limited

ICCP Capital Markets Limited

ICCP Holdings Corporation

Investment & Capital Corporation of the Philippines

KT Holdings LLP

(4) Tsui Kai Chong

Current Directorships

Lendlease Global Commercial Trust Management Pte. Ltd.

Intellectual Property Office of Singapore

Past Directorships (for a period of five years preceding the Latest Practicable Date)

IP Academy

National Council of Social Service

(5) David Lucey

Current Directorships

Nil

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Nil

(B) Executive Officers of the Manager

(1) John Stewart

Current Directorships

EIRO Properties LLC (Partner)

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Nil

(2) Daniel Tith

Current Directorships

Peloton Document Solutions LLC (Partnership Interest)

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Digital Intrepid Holding B.V.

Digital Dutch Finco B.V.

(3) Tan Shu Fang, Mabel

Current Directorships

Nil

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Nil

(4) Cheo Wei

Current Directorships

Nil

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Nil

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PROCEDURES FOR THE SUBMISSION OF U.S. TAX FORMS

In order for Digital Core REIT to comply with FATCA, the Singapore IGA Legislation and other U.S. withholding requirements, Unitholders that are not United States persons (“**Non-U.S. Unitholders**”) must establish their status for FATCA purposes and their eligibility for the Portfolio Interest Exemption by providing a properly completed and duly exercised applicable IRS Form W-8 (“**Form W-8**”) and the certifications below. Unitholders that are U.S. Persons (“**U.S. Unitholders**”) must provide a properly completed and duly exercised IRS Form W-9 (“**Form W-9**”) and collectively with Form W-8 and the certifications below, “**U.S. Tax Forms**”). Boardroom Corporate & Advisory Services Pte. Ltd., the Unit Registrar of Digital Core REIT, will dispatch U.S. Tax Forms and certifications to each Unitholder that does not have valid documentation on file prior to Digital Core REIT making any Distributions to Unitholders. See Note 7 below regarding validity and resubmission of U.S. Tax Forms. U.S. Tax Forms may also be obtained from the IRS website at <http://www.irs.gov>.

Please read the following important notes carefully before completion of a U.S. Tax Form and the certifications below:

- (1) No U.S. tax will be deducted or withheld from distributions made out of Digital Core REIT’s taxable income to Non-U.S. Unitholders that have provided a properly completed and duly executed applicable U.S. Tax Form and the certifications set forth below unless:
 - (a) the Unitholder’s investment in the Units is effectively connected with its conduct of a trade or business in the United States, or
 - (b) the Unitholder actually or constructively holds 10% or more of all outstanding Units.
- (2) For distributions made to Unitholders that have not provided proper certifications or that fall within one of the categories described in Note 1:
 - (a) U.S. withholding at a rate of 30% (or lower applicable treaty rate) may be imposed on any distribution to the extent attributable to interest payments from the Parent U.S. REIT to Singapore Sub 2; and/or
 - (b) U.S. withholding under FATCA at a rate 30% may be imposed on the gross amount of any “withholdable payments”.
- (3) If the amount of any U.S. withholding exceeds the amount of U.S. federal income tax owed by a Unitholder, such Unitholder generally may request a refund of such excess amount by filing a U.S. federal income tax return (generally IRS Form 1040-NR in the case of an Unitholder that is an individual or IRS Form 1120-F in the case of a Unitholder that is taxable as a corporation) and attaching a copy of IRS Form 1042-S (provided by Digital Core REIT, CDP, or a CDP depository agent, as applicable) that shows the amount of income and the amount of U.S. tax withheld. If a Unitholder is not otherwise subject to U.S. tax and is eligible for the Portfolio Interest Exemption, the amount of U.S. withholding will generally exceed the amount of U.S. federal income tax owed by 100%, and thus the Unitholder will generally be eligible for a refund provided that the applicable withholding agent has properly deposited the withheld tax with the IRS.

The relevant forms and instructions may be found on the IRS website at <http://www.irs.gov>. Unitholders are encouraged to consult with their tax advisers regarding their eligibility to file for a refund and how to do so.

(4) Non-U.S. Unitholders should use the following chart to determine which Form W-8 to provide:

If a Non-U.S. Unitholder is:	Then:
A natural person whose investment in Units is not effectively connected with its conduct of a trade or business in the United States	The Unitholder must provide an IRS Form W-8BEN
An entity that is disregarded as separate from a natural person for U.S. federal income tax purposes and for which its investment in Units is not effectively connected with its conduct (or the conduct of its owner for U.S. federal income tax purposes) of a trade or business in the United States	The owner of the Unitholder for U.S. federal income tax purposes must provide an IRS Form W-8BEN
An entity that is not a foreign intermediary for U.S. federal income tax purposes and for which its investment in the Units is not effectively connected with its conduct of a trade or business in the United States	The Unitholder must provide an IRS Form W-8BEN-E
An entity that is disregarded as separate from an entity that is not a foreign intermediary for U.S. federal income tax purposes and for which its investment in the Units is not effectively connected with its conduct of a trade or business in the United States	The owner of the Unitholder for U.S. federal income tax purposes must provide an IRS Form W-8BEN-E
A foreign government, international organisation, foreign central bank of issue, foreign tax-exempt organisation, foreign private foundation, or government of a U.S. possession that is claiming the applicability of Section(s) 115(2), 501(c), 892, 895, or 1443(b) of the U.S. Tax Code (unless claiming treaty benefits)	The Unitholder must provide an IRS Form W-8EXP
Any person described above except that its investment in the Units is effectively connected with its conduct of a trade or business in the United States	The Unitholder (or the owner of the Unitholder for U.S. federal income tax purposes in the case of a disregarded entity) must provide an IRS Form W-8ECI
Acting as a foreign intermediary (that is, acting not for its own account, but for the account of others as an agent, nominee, or custodian)	The Unitholder must provide an IRS Form W-8IMY that contains all applicable attachments

Unitholders that are U.S. persons or that are entities disregarded as separate from a U.S. person for U.S. federal income tax purposes must provide a Form W-9.

- (5) Instructions to the U.S. Tax Forms may be obtained from the IRS website at <http://www.irs.gov>; submission instructions for U.S. Tax Forms will be provided to Unitholders by the Unit Registrar. It is the responsibility of Unitholders to return the relevant U.S. Tax Forms to the Unit Registrar within the time stipulated by the Unit Registrar. If a Unitholder fails to return the relevant U.S. Tax Form to the Unit Registrar or any U.S. Tax Form previously returned by the Unitholder to the Unit Registrar has ceased to remain valid, the Trustee and Manager will be obliged to withhold tax as described in Note 2, above. The Trustee and Manager will not be obliged to assist such Unitholder in obtaining a refund for the amounts deducted or withheld by the IRS, the IRAS or other applicable tax or regulatory authorities.
- (6) Prior to submitting a Form W-8 and the certifications below, please make certain that the information given and the certifications made are true and correct. Each Form W-8 must be signed under penalties of perjury.
- (7) A Form W-8 will generally remain valid from the date signed until the last day of the third succeeding calendar year. For example, a form signed on 31 December 2021 will remain valid through 31 December 2024. All U.S. Tax Forms cease to be valid upon any change in circumstance that renders a previously submitted U.S. Tax Form inaccurate. A Unitholder must submit a new properly completed and duly executed U.S. Tax Form if its previously submitted U.S. Tax Form becomes invalid or if Manager or the Unit Registrar otherwise requests within the time stipulated by Manager or the Unit Registrar.

U.S. TAX COMPLIANCE CERTIFICATE
(TO BE PROVIDED FOR EACH BENEFICIAL OWNER OF UNITS)

In connection with the acquisition of Units of Digital Core REIT, the undersigned hereby certifies that:

- (i) the record owner of the Units in respect of which it is providing this certificate is _____
(leave blank if the undersigned is the record owner);
- (ii) it is the beneficial owner of the Units in respect of which it is providing this certificate;
- (iii) it is not a bank within the meaning of Section 881(c)(3)(A) of the United States Internal Revenue Code of 1986, as amended (the "U.S. Tax Code");
- (iv) it is not a ten percent shareholder of Digital Core REIT within the meaning of Section 871(h)(3)(B) of the U.S. Tax Code; and
- (v) it is not a controlled foreign corporation related to Digital Core REIT as described in Section 881(c)(3)(C) of the U.S. Tax Code.

The undersigned has furnished Digital Core REIT with a certificate of its non-U.S. Person status on an applicable U.S. Internal Revenue Service Form W-8.

By: _____ Date: _____

Name:

Title:

AIFMD DISCLOSURES

Appendix J should be read by any prospective investor domiciled, or with a registered office, in a member state of the European Economic Area (“**EEA**”) or in the United Kingdom.

Digital Core REIT (“**Digital Core REIT**”) will be an “alternative investment fund” (“**AIF**”), as defined in the Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and of the European Council (the “**AIFMD**”). Digital Core REIT Management Pte. Ltd. (the “**Manager**”) is considered the “alternative investment fund manager” of United Hampshire US REIT (the “**AIFM**”), as defined in AIFMD.

The Manager is due to offer Units that are anticipated to be marketed in the United Kingdom.

AIFMD Article	Information requirement	Reference in the Prospectus
Article 23(1)(a)	A description of the investment strategy and objectives of the AIF.	<p>Digital Core REIT’s principal investment strategy is investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally which are used primarily for data centre purposes, as well as assets necessary to support the digital economy.</p> <p>See Section on Management’s Discussion and Analysis of Financial Condition and Results of Operations, Subsection on p. 120.</p> <p>Digital Core REIT’s key objectives are to provide Unitholders with regular and stable distributions and to achieve long-term growth in distribution per Unit (“DPU”) and net asset value (“NAV”) per Unit, while maintaining an appropriate capital structure.</p> <p>See Section on Management’s Discussion and Analysis of Financial Condition and Results of Operations, Subsection on p. 120.</p> <p>See also Section on Strategy, Subsection on “Investment Strategy”.</p>
	Information on where any master AIF is established.	Not applicable, there is no master AIF. The AIF is established in Singapore.
	Information on where the underlying funds are established if the AIF is a fund of funds.	This is not applicable as Digital Core REIT is not a fund of funds.
	A description of the types of assets in which the AIF may invest.	<p>See Section on Strategy, Subsection on “Investment Strategy”, Investment criteria.</p> <p>See also Section on Business and Properties.</p>
	A description of the investment techniques the AIF may employ.	Section on Strategy, Subsection on “Investment Strategy”, Key Strategies.
	A description of all associated risks.	See Section on Risk Factors.

AIFMD Article	Information requirement	Reference in the Prospectus
	A description of any applicable investment restrictions.	<p>Digital Core REIT is required to comply with Appendix 6 of the Code on Collective Investment Schemes (the “Property Funds Appendix”) and the applicable provisions of the Trust Deed.</p> <p>Pursuant to paragraph 6.1 of the Property Funds Appendix, Digital Core REIT may only invest in:</p> <ul style="list-style-type: none"> (a) real estate, whether freehold or leasehold, in or outside Singapore, which may be by way of direct ownership or a shareholding in an unlisted special purpose vehicle constituted to hold or own real estate; (b) real estate-related assets, wherever the issuers/assets/securities are incorporated/located/issued/traded; (c) listed or unlisted debt securities and listed shares of, or issued, by local or foreign non-property corporations; (d) government securities (issued on behalf of the Singapore Government or governments of other countries) and securities issued by a supranational agency or a Singapore statutory board; and (e) cash and cash equivalent items. <p>Pursuant to paragraph 7.1 of the Property Funds Appendix, Digital Core REIT is required to comply with the following restrictions and requirements:</p> <ul style="list-style-type: none"> (a) at least 75% of Digital Core REIT’s deposited property (as defined in the Property Funds Appendix) should be invested in income producing real estate; (b) Digital Core REIT should not undertake property development activities whether on its own, in a joint venture with others, or by investing in unlisted property development companies, unless Digital Core REIT intends to hold the developed property upon completion. For this purpose, property development activities do not include refurbishment, retrofitting and renovations;

AIFMD Article	Information requirement	Reference in the Prospectus
		<p>(c) Digital Core REIT should not invest in vacant land and mortgages (except for mortgage-backed securities); and</p> <p>(d) the total contract value of property development activities undertaken and investments in uncompleted property developments should not exceed 10% of Digital Core REIT's deposited property; and for investments in permissible investments under sub-paragraphs (ii) (c), (d) or (e) above (except for deposits placed with eligible financial institutions and investments in high quality money market instruments or debt securities), not more than 5% of Digital Core REIT's deposited property may be invested in any one issuer's securities or any one manager's funds.</p>
	<p>A description of the circumstances in which the AIF may use leverage.</p>	<p>Digital Core REIT is permitted to borrow up to 45.0% of the value of the Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units).</p> <p>The aggregate leverage of Digital Core REIT may exceed 45% of the value of the Deposited Property (up to a maximum of 50.0%) only if Digital Core REIT has a minimum adjusted interest coverage ratio of 2.5 times after taking into account the interest payment obligations arising from the new borrowings.</p> <p>As at the Listing Date, Digital Core REIT is expected to have gross borrowings of US\$347 million, which represents an Aggregate Leverage of approximately 27.0% based on the Offering Price.</p> <p>See Section on Capitalisation and Indebtedness, Subsection on "Indebtedness".</p>

AIFMD Article	Information requirement	Reference in the Prospectus
	A description of the types and sources of leverage permitted and the associated risks.	<p>Under Guidance Note 1 of paragraph 9.1 of the Property Funds Appendix, “borrowings” is explained to include guarantees, bonds, notes, syndicated loans, bilateral loans or other debt.</p> <p>See also Section on Capitalisation and Indebtedness, Subsection on “Indebtedness”; Section on Assumptions, Subsection on “Finance costs”; Section on Risk Factors, Subsection on “Risks relating to Digital Core REIT’s Operations”, The amount Digital Core REIT may borrow is limited, which may affect the operations of Digital Core REIT and Digital Core REIT may face risks associated with debt financing and the Loan Facilities and the debt covenants could limit or affect Digital Core REIT’s operations.</p>
	A description of any restrictions on the use of leverage.	<p>Section on Capitalisation and Indebtedness, Subsection on “Indebtedness.”</p> <p>Section on Strategy, Subsection on “Optimal capital structure strategy”, Subsection “Debt diversification Strategy” and Subsection “Other financing strategy”.</p> <p>Pursuant to paragraph 9.1 of the Property Funds Appendix, Digital Core REIT may use borrowings for investment or redemption purposes. Digital Core REIT may also use borrowings to fund its distributions to Unitholders. It may mortgage its assets to secure such borrowings.</p>
	A description of any collateral and asset reuse arrangements.	Digital Core REIT may mortgage its assets to secure borrowings which are used for investment or redemption purposes in certain circumstances.
	The maximum level of leverage which the AIFM is entitled to employ on behalf of the AIF.	Digital Core REIT is permitted to borrow up to 45.0% of the value of the Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units).

AIFMD Article	Information requirement	Reference in the Prospectus
Article 23(1)(b)	A description of the procedures by which the AIF may change its investment strategy or investment policy, or both.	In accordance with the requirements of the Listing Manual, the Manager’s investment strategy for Digital Core REIT will be adhered to for at least three years following the Listing Date. The Manager’s investment strategy for Digital Core REIT may only be changed within three years from the Listing Date if an Extraordinary Resolution is passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed. See Section on Strategy, Subsection on “Investment Strategy”.
Article 23(1)(c)	A description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, information on the applicable law, and information on the existence or not of any legal instruments providing for the recognition and enforcement of judgements in the territory where the AIF is established.	<p>An investor who has acquired or subscribed for Units in Digital Core REIT shall be a Unitholder. The rights and interests of Unitholders are provided for in the Trust Deed which is governed by the laws of Singapore.</p> <p>The terms and conditions of the Trust Deed shall be binding on each Unitholder (and persons claiming through such Unitholder) as if such Unitholder has been a party to the Trust Deed and as if the Trust Deed contains covenants by such Unitholder to observe and be bound by the provisions of the Trust Deed and an authorisation by each Unitholder to do all such acts and things as the Trust Deed may require the Manager and/or the Trustee to do.</p> <p>A Unitholder has no equitable or proprietary interest in the Deposited Property. A Unitholder is not entitled to the transfer to him of the Deposited Property (or any part thereof) or of any estate or interest in the Deposited Property or in any part of the Deposited Property (or any part thereof).</p> <p>Please refer to Section on Important Notice Regarding the Ownership of Units, and Section The Formation and Structure of Digital Core REIT, Subsection “The Trust Deed” and Subsection “The Units and Unitholders”.</p>

AIFMD Article	Information requirement	Reference in the Prospectus
		<p>There is no single legal regime in Singapore governing the recognition and enforcement of foreign judgements in Singapore. Rather, under Singapore law, there exists common law, and statute mechanisms for the recognition and enforcement of foreign judgements in Singapore. Each of these is subject to its own procedures and qualifications and whether a judgement given in a foreign court will be enforced in Singapore must be considered in light of the relevant factors in each case, including the applicable regime, the specific jurisdiction where such judgement was given and whether the requirements for recognition and enforcement of the foreign judgement have been satisfied.</p> <p>A copy of the Trust Deed can be inspected at the principal place of business of the Manager, which is located at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315 (prior appointment would be appreciated).</p> <p>See also Section on Notice to Investors; Section on Risk Factors and Section on Taxation.</p>
Article 23(1)(d)	<p>The identity of the AIFM.</p> <p>The identity of the AIF's depository.</p>	<p>Digital Core REIT Management Pte. Ltd., in its capacity as manager of Digital Core REIT.</p> <p>The Manager was incorporated in Singapore under the Companies Act, Chapter 50 of Singapore (the "Companies Act") on 2 July 2021. It has an issued and paid-up capital of US\$1,000,000. Its principal place of business is located at 10 Collyer Quay, #42-06, Ocean Financial Centre, Singapore 049315.</p> <p>Digital Core REIT's depository and clearing organisation is The Central Depository (Pte) Limited ("CDP"). For the avoidance of doubt, investors are expressly notified that CDP does not constitute a depository within the meaning of AIFMD; Digital Core REIT is not obliged to appoint an AIFMD depository and that CDP is not obliged to comply with the requirements of AIFMD. The contact details of The Central Depository (Pte) Limited are as follows:</p> <p>Address: 9 North Buona Vista Drive, #01-19/20, The Metropolis Singapore 138588</p> <p>Telephone No.: +65 6535 7511</p> <p>Facsimile No.: +65 6535 0775</p>

AIFMD Article	Information requirement	Reference in the Prospectus
		See also Section on The Formation and Structure of Digital Core REIT, Subsection on “The Trust Deed – The Units and Unitholders” and Section on Clearance and Settlement, Subsection on “Clearance and Settlement under the Depository System”.
	The identity of the AIF’s auditor.	<p>Digital Core REIT’s reporting auditor is KPMG LLP. The contact details of KPMG LLP are as follows:</p> <p>Address: 16 Raffles Quay, #22-00, Hong Leong Building, Singapore 048581</p> <p>Telephone No.: 6213 3388</p> <p>Facsimile No.: 6225 0984</p> <p>The Reporting Auditor were responsible for preparing the Reporting Auditor’s Report on the Profit Forecast and Profit Projection and the Reporting Auditor’s Report on the Unaudited Pro Forma Consolidated Financial Information found in Appendix A and Appendix B of this Prospectus, respectively.</p> <p>See also Section on Reporting Auditor.</p>
	The identity of any other service providers to the AIF.	<p>Property Managers – See Section on The Manager and Corporate Governance, Subsection on “The Property Managers”; Section on Certain Agreements Relating to Digital Core REIT and the Properties, Subsection on “Property Management Agreements”.</p> <p>U.S. Asset Managers – See Section on Certain Agreements Relating to Digital Core REIT and the Properties, Subsection on “U.S. Asset Management Agreement”.</p> <p>Canadian Asset Managers – See Section on Certain Agreements Relating to Digital Core REIT and the Properties, Subsection on “Canadian Asset Management Agreement”.</p>
	A description of the duties of, and the investors’ rights in respect of, the AIFM.	See Section on The Formation and Structure of Digital Core REIT, Subsection on “Rights and Liabilities of Unitholders” and Subsection on “Meeting of Unitholders” and Section on Declaration of Unitholders, Subsection “Substantial Unitholdings”.

AIFMD Article	Information requirement	Reference in the Prospectus
		<p>Additionally:</p> <p>Right to remove the Manager – See Section on The Manager and Corporate Governance, Subsection on “Retirement or Removal of the Manager”.</p> <p>Investors’ right to annual report – See Section on The Manager and Corporate Governance, Subsection on “Annual Reports”.</p> <p>See more generally Section on The Manager and Corporate Governance.</p>
	<p>A description of the duties of, and the investors’ rights in respect of, the depository.</p>	<p>This is not applicable – as described above, there is no depository as defined or required under AIFMD and CDP is not obliged to comply with the requirements of AIFMD.</p>
	<p>A description of the duties of, and the investors’ rights in respect of, the auditor.</p>	<p>Unitholders have a right to received audited accounts and annual reports of Digital Core REIT, and may by Extraordinary Resolution and in accordance with the provisions of the Trust Deed remove the auditors and appoint other auditors in their place.</p> <p>Without prejudice to any potential right of action in tort or any potential derivative action, investors in Digital Core REIT may have a cause of action against the Reporting Auditor under Section 254 of the Securities and Futures Act, Chapter 289 of Singapore, for false or misleading statements in or omissions from this Prospectus, if the investors in Digital Core REIT suffer loss or damage as a result of the false or misleading statements in or omissions from this Prospectus.</p> <p>In the event that an investor in Digital Core REIT considers that it may have a claim against the Reporting Auditor in connection with its investment in Digital Core REIT, such investor should consult its own legal advisers.</p> <p>See Section on The Formation and Structure of Digital Core REIT, Subsection on “The Trust Deed – Rights and Liabilities of Unitholders”; Section on The Formation and Structure of Digital Core REIT, Subsection on “The Trust Deed – Meeting of Unitholders”.</p>

AIFMD Article	Information requirement	Reference in the Prospectus
	<p>A description of the duties of, and the investors' rights in respect of, the other service providers.</p>	<p>Without prejudice to any potential right of action in tort or any potential derivative action, investors in Digital Core REIT may not have a direct right of recourse against the Property Managers, the U.S. Asset Manager, or the Canadian Asset Manager appointed by Digital Core REIT as such a right of recourse will lie with the relevant contracting counterparty rather than the investors.</p> <p>Further, in circumstances where an affiliate or third party delegate is appointed by the Manager or the Trustee, any contractual claim, demand or action against such delegate may, in the absence of any derivative action, be brought only by the Manager and/or the Trustee.</p> <p>In the event that an investor in Digital Core REIT considers that it may have a claim against Digital Core REIT, the Trustee the Manager, the Property Managers, the U.S. Asset Manager, or the Canadian Asset Manager in connection with its investment in Digital Core REIT, such investor should consult its own legal advisers.</p>
<p>Article 23(1)(e)</p>	<p>A description of how the AIFM is complying with the requirements of Article 9(8) (i.e. the AIFM must hold additional own funds or have appropriate insurance cover in respect of professional liability risks).</p>	<p>This disclosure does not apply to the Manager as the underlying requirement does not apply to a non-EU AIFM.</p> <p>The Manager is required to satisfy the base capital requirement of S\$1.0 million for its regulated activity of REIT management as per the Securities and Futures (Financial and Margin Requirements for Holders of Capital Markets Services Licences) Regulations, Chapter 289 Regulation 13 of Singapore.</p> <p>The issued share capital of the Manager is US\$1,000,000.</p> <p>In addition, the Manager maintains professional indemnity insurance coverage for the liability of its directors and officers.</p>

AIFMD Article	Information requirement	Reference in the Prospectus
Article 23(1)(f)	Description of any delegated management function (such as portfolio management or risk management) by the AIFM to third parties, the identity of the delegate(s) and any conflicts of interest that may arise from such delegation(s).	<p>Pursuant to the Trust Deed, the Manager may, with the written consent of the Trustee, delegate certain of its duties in performing its functions in relation to Digital Core REIT. See Section on The Structure of Digital Core REIT, Subsection “The Manager: Digital Core REIT Management Pte. Ltd”; Subsection “The Property Managers”; Subsection “The Asset Managers”.</p> <p>It is not envisaged that any conflicts of interest will arise as a result of these delegations. In any event, the Manager has instituted the following procedures to deal with potential conflicts of interest issues as disclosed in the Section on The Manager and Corporate Governance, Subsection on “Potential Conflicts of Interest”. Additionally, an Audit and Risk Committee has a responsibility to review and report to the Board at least annually the adequacy of, inter alia, processes to mitigate conflicts of interests in respect of the sourcing of potential acquisitions.</p>
	A description of any safe-keeping function delegated by the depositary, the identity of the delegate(s) and any conflicts of interest that may arise from such delegation(s).	This is not applicable – as described above there is no depositary as defined or required under AIFMD and CDP is not obliged to comply with the requirements of AIFMD.
Article 23(1)(g)	A description of the AIF’s valuation procedure.	<p>Paragraph 8.1 of the Property Funds Appendix requires Digital Core REIT to conduct a full valuation of its real estate assets at least once per financial year, in accordance with any applicable code of practice for such valuations. Generally, where the Manager proposes to issue new Units (except in the case where new Units are being issued in payment of the Manager’s management fees) or to redeem existing Units, a valuation of the real properties held by Digital Core REIT must be carried out in accordance with the Property Funds Appendix. The Manager or the Trustee may at any other time arrange for the valuation of any of the real properties held by Digital Core REIT if it is of the opinion that it is in the best interest of Unitholders to do so.</p> <p>Digital Core REIT engages independent professional valuers with the appropriate professional qualifications and experience in the location and category of the real estate assets being valued.</p>

AIFMD Article	Information requirement	Reference in the Prospectus
	<p>A description of the pricing methodology for valuing assets, including the methods used in valuing hard-to-value assets.</p>	<p>Digital Core REIT's real estate assets are stated at fair value, with any change therein recognised in profit or loss. The Digital Core REIT group engages independent professional valuers with the appropriate professional qualifications and experience in the location and category of the real estate assets being valued to determine the fair value of its real estate assets.</p> <p>The fair value of the Digital Core REIT group's investment properties (including those held through its associates and joint ventures) is determined by independent real estate valuation experts using approved valuation methodologies. In determining the fair value of Digital Core REIT's investment properties, the valuers have used valuation methods including those relating to discount rate, terminal capitalisation rate and capitalisation rate, which are unobservable.</p>
<p>Article 23(1)(h)</p>	<p>Description of the AIF's liquidity risk management (including redemption rights in normal and exceptional circumstances and existing redemption arrangements with investors).</p>	<p>The Manager monitors and maintains a level of cash and cash equivalents deemed adequate by management to finance Digital Core REIT's operations. In addition, the Manager monitors and observes the CIS Code issued by the MAS concerning limits on total borrowings.</p> <p>Unitholders have no right to request the Manager to redeem their Units while the Units are listed on the SGX-ST. Unitholders may only deal in their listed Units through trading on the SGX-ST. There can be no assurance that an active trading market will develop for the Units, or that the Units will trade in the public market subsequent to this Offering at or above the Offering Price.</p> <p>See also for further detail:</p> <p>Liquidity Risk – Section on Risk Factors, Subsection on “Digital Core REIT may be adversely affected by the illiquidity of real estate investments”.</p> <p>Expected to have sufficient cash balance for next 12 months from the working capital facility and the cash flows expected to be generated from operations after the Listing Date – Section on Use of Proceeds, Subsection on “Liquidity”.</p>

AIFMD Article	Information requirement	Reference in the Prospectus
		Unitholders have no right of redemption – Section on Risk Factors, Subsection on “The Manager is not obliged to redeem Units”; Section on The Formation and Structure of Digital Core REIT, Subsection on “The Trust Deed – Repurchase and Redemption of Units”.
Article 23(1)(i)	A description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors.	Section on Overview, Subsection on “Certain Fees and Charges”. See also Section on Management’s Discussion and Analysis of Financial Condition and Results of Operation, Subsections “Revenue” and “Net Property Income”.
Article 23(1)(j)	Description of how the AIFM ensures a fair treatment of investors and details of any preferential treatment received by investors (including where the right to obtain preferential treatment exists, a description of that preferential treatment, the type of investors who obtain such preferential treatment and, where relevant, their legal or economic links with the AIF or AIFM).	No unfair or preferential treatment is afforded to any Unitholder. Under the Trust Deed, every Unit carries the same voting rights. Digital Core REIT has only issued one class of Units, and as a result will treat all Unitholders equally. See also Section on The Formation and Structure of Digital Core REIT, Subsection “Issue of Units”.
Article 23(1)(k)	The latest annual report of the AIF.	This is not applicable as Digital Core REIT is a newly established AIF (constituted on 10 November 2021) and has not yet issued its first annual report. See also Section on Risk Factors, Subsection on “Neither Digital Core REIT nor the Manager has a long established operating history”.
Article 23(1)(l)	A description of the procedure and conditions for the issue and sale of units or shares.	Pursuant to the Trust Deed, the Manager shall have the exclusive right to effect for the account of Digital Core REIT the issuance of Units. The issuance of any Units by the Manager must be in compliance with the Listing Manual and the Trust Deed, which sets out the approvals required from Unitholders and the restrictions on the price of the Units to be issued.

AIFMD Article	Information requirement	Reference in the Prospectus
		<p>Unitholders have no right to request the Manager to redeem their Units while the Units are listed. Unitholders may only deal in their listed Units through trading on the SGX-ST. There can be no assurance that an active trading market will develop for the Units, or that the Units will trade in the public market subsequent to this Offering at or above the Offering Price.</p> <p>See also Section on Ownership of the Units and Section on Clearance and Settlement.</p>
Article 23(1)(m)	The latest net asset value of the AIF or the latest market price of a unit or share of the AIF.	The net asset value of each Unit on the Listing Date is US\$0.84. Upon the listing of Digital Core REIT, its unit price will be publicly available from the SGX-ST website.
Article 23(1)(n)	Where available, the historical performance of the AIF.	<p>Digital Core REIT was constituted on 10 November, and the Manager was incorporated on 2 July 2021.</p> <p>The unaudited pro forma consolidated financial information of Digital Core REIT as at 30 June 2021, and as at 31 December 2020 and the year ended 31 December 2018, 2019 and 2020 can be found in the Section entitled “Unaudited Pro Forma Consolidated Financial Information”.</p> <p>The Unaudited Pro Forma Consolidated Financial Information has been prepared for illustrative purposes only and on the basis of assumptions and accounting policies set out in Appendix C ‘Unaudited Pro Forma Consolidated Financial Information’, and hence, may not give a true picture of the actual profit or loss and financial position of Digital Core REIT.</p>
Article 23(1)(o)	The identity of the prime broker.	This is not applicable – the Manager has not appointed a prime broker.
	A description of any material arrangements of the AIF with its prime brokers and the way the conflicts of interest in relation thereto are managed.	This is not applicable.
	Information about any transfer of liability to the prime broker that may exist.	This is not applicable.
	The provision in the contract with the depositary on the possibility of transfer and reuse of AIF assets.	This is not applicable.

AIFMD Article	Information requirement	Reference in the Prospectus
Article 23(1)(p)	<p>A description of how and when the information required under Article 23(4) (liquidity) will be disclosed.</p> <p>Article 23(4) requires the AIFM to periodically disclose to investors:</p> <ul style="list-style-type: none"> (a) the percentage of the AIF's assets which are subject to special arrangements arising from their illiquid nature; (b) any new arrangements for managing the liquidity of the AIF; and (c) the current risk profile of the AIF and the risk management systems employed by the AIFM to manage those risks. <p>In respect of this requirement, the document should set out how and when this information will be supplied.</p>	<p>The Manager will make the relevant announcement via SGXNET in the event that there is material information on these topics to be disclosed in accordance with the prevailing listing rules of the SGX-ST and applicable law and regulation.</p>
Article 23(1)(q)	<p>A description of how and when the information required under Article 23(5) (leverage) will be disclosed.</p> <p>Article 23(5) requires the AIFM, insofar as the AIFM utilises leverage in respect of the AIF to disclose, on a regular basis:</p> <ul style="list-style-type: none"> (a) any changes to the maximum level of leverage which the AIFM may employ on behalf of the AIF, as well as any right of the re-use of collateral or any guarantee granted under the leveraging arrangements; and (b) the total amount of leverage employed by the AIF. <p>In respect of this requirement, the document should set out how and when this information will be supplied.</p>	<p>The Manager will make periodic disclosures about Digital Core REIT's Aggregate Leverage during its annual report and its financial reports and such information will be made available to investors via the announcements released on SGXNET or the published annual report, to the extent necessary under applicable law and regulation. See further Section on The Manager and Corporate Governance, Subsection on "Annual Reports".</p> <p>As set out in the Property Funds Appendix, any changes to the permitted maximum level of leverage may be communicated by way of publication of notices on the MAS website which can be found at http://www.mas.gov.sg/.</p>

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