



(Constituted in the Republic of Singapore pursuant to a Trust Deed dated 8 August 2007)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an EXTRAORDINARY GENERAL MEETING of Lippo Malls Indonesia Retail Trust ("**LMIR Trust**") will be held at Raffles City Convention Centre, Canning Ballroom, Level 4, 80 Bras Basah Road, Singapore 189560 on 7 December 2015, Monday at 9:30 a.m. (the "**EGM**"),

ORDINARY RESOLUTION – APPROVAL FOR THE PUT OPTION EXTENSION

That:

- (i) approval be and is hereby given for the extension of the strata title completion period (the "**Strata Title Completion Period Extension**") for the put option agreement dated 14 September 2014 in relation to the property known as "Lippo Mall Kemang", in the manner and on the terms and conditions set out in the circular dated 17 November 2015 issued by LMIRT Management Ltd. (in its capacity as manager of LMIR Trust) (the "**Manager**");
- (ii) approval be and is hereby given for the extension of the long stop date (the "**Long Stop Date Extension**", together with the Strata Title Completion Period Extension, the "**Put Option Extension**") for the conditional sale and purchase agreement dated 14 September 2014 in relation to the property known as "Lippo Mall Kemang", in the manner and on the terms and conditions set out in the circular dated 17 November 2015 issued by the Manager; and
- (iii) the Manager, any director of the Manager ("**Director**") and HSBC Institutional Trust Services (Singapore) Limited, as trustee of LMIR Trust (the "**Trustee**"), be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such Director or, as the case may be, the Trustee may consider expedient or necessary or in the interests of LMIR Trust to give effect to the Put Option Extension.

BY ORDER OF THE BOARD

LMIRT Management Ltd.

(as manager of Lippo Malls Indonesia Retail Trust)

(Company Registration No. 200707703M)

Charis Chen Sook Mae

Company Secretary

17 November 2015

Important Notice:

- (1) A unitholder of LMIR Trust (“**Unitholder**”) entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a Unitholder.
- (2) Where a unitholder of LMIR Trust appoints more than one proxy, the appointments shall be invalid unless he/she specifies the proportion of his/her holding (expressed as a percentage of the whole) to be represented by each proxy.
- (3) The instrument appointing a proxy must be lodged at the Unit Registrar’s Office at Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time appointed for the Extraordinary General Meeting.
- (4) By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a Unitholder (i) consents to the collection, use and disclosure of the Unitholder’s personal data by LMIR Trust (or its agents) for the purpose of the processing and administration by LMIR Trust (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for LMIR Trust (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the Unitholder discloses the personal data of the Unitholder’s proxy(ies) and/or representative(s) to LMIR Trust (or its agents), the Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by LMIR Trust (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Unitholder will indemnify LMIR Trust in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder’s breach of warranty.