



(Constituted in the Republic of Singapore pursuant to  
a trust deed dated 8 August 2007 (as amended))

## ANNOUNCEMENT

### RETIREMENT OF HSBC INSTITUTIONAL TRUST SERVICES (SINGAPORE) LIMITED AND APPOINTMENT OF PERPETUAL (ASIA) LIMITED AS TRUSTEE OF LMIR TRUST

LMIRT Management Ltd., in its capacity as manager of Lippo Malls Indonesia Retail Trust ("**LMIR Trust**", and as manager of LMIR Trust, the "**Manager**"), wishes to announce that the Manager has on 1 November 2017, entered into a supplemental deed of retirement and appointment of trustee (the "**Supplemental Deed**") with HSBC Institutional Trust Services (Singapore) Limited (in its capacity as retiring trustee of LMIR Trust, the "**Retiring Trustee**") and Perpetual (Asia) Limited (in its capacity as new trustee of LMIR Trust, the "**New Trustee**") (being supplemental to a Deed of Trust dated 8 August 2007 constituting LMIR Trust, as may be amended, supplemented, restated or varied from time to time, collectively, the "**Trust Deed**"). Please see **Appendix A** for the material terms of the Supplemental Deed.

Pursuant to the Supplemental Deed, the Retiring Trustee will retire as trustee of LMIR Trust and the New Trustee will be appointed by the Manager as trustee of LMIR Trust with effect from 2 January 2018 or the date on which the Conditions Precedent (as defined in the Supplemental Deed) are fulfilled, whichever is the later (the "**Effective Date**").

The Supplemental Deed and the Trust Deed will be available for inspection at the registered office of the Manager for so long as LMIR Trust is in existence.

By Order of the Board

LMIRT MANAGEMENT LTD.

(as manager of Lippo Malls Indonesia Retail Trust)

(UEN/Company registration number: 200707703M)

Ms Chan Lie Leng

Executive Director and Chief Executive Officer

1 November 2017

**Important Notice**

The value of Units and the income derived from them may fall as well as rise. The Units are not obligations of, deposits in, or guaranteed by, the Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested. Investors have no right to request the Manager to redeem their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

This document is for information only and does not constitute an invitation or offer to acquire, purchase or subscribe for the Units. The past performance of LMIR Trust is not necessarily indicative of the future performance of LMIR Trust.

This document may contain forward-looking statements that involve risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from similar developments, shifts in expected levels of property rental income, changes in operating expenses (including employee wages, benefits and training costs), property expenses and governmental and public policy changes. Investors are cautioned not to place undue reliance on these forward-looking statements, which are based on the Manager's view of future events.

**APPENDIX A**  
**MATERIAL TERMS OF THE SUPPLEMENTAL DEED**

Pursuant to the Supplemental Deed, the Retiring Trustee will retire as trustee of LMIR Trust with effect from the Effective Date, in favour of the New Trustee, and the New Trustee will be appointed in place of the Retiring Trustee as the trustee of LMIR Trust with effect from the Effective Date. The material terms of the Supplemental Deed are as follows (capitalised terms used below, unless defined herein, shall bear the same meaning as ascribed thereto in the Supplemental Deed):-

(a) *Covenants and warranties by the New Trustee*

- (i) The New Trustee hereby agrees that, as from the Effective Date:
  - (A) as successor to the Retiring Trustee, it shall be bound to duly and punctually perform and discharge all liabilities and obligations whatsoever from time to time to be performed or discharged by the New Trustee under or by virtue of the Trust Deed in all respects as if the New Trustee was named therein as a party thereto instead of the Retiring Trustee; and
  - (B) it shall be bound by the Trust Deed in all respects as if the New Trustee, as successor to the Retiring Trustee, was named as a party thereto instead of the Retiring Trustee.
- (ii) The New Trustee hereby acknowledges its responsibility to the Manager, the Holders, the Depositors and any other relevant person for all its acts and any omissions as the trustee of the Trust with effect from the Effective Date.

(b) *Release of the Retiring Trustee*

It is agreed that, with effect from the Effective Date, subject to the provisions of the Supplemental Deed (as extracted below), the Retiring Trustee retires and is released and discharged from further performance of its obligations and duties as trustee of the Trust but without prejudice to the rights of the Manager or of any Holder, former Holder or other person in respect of any act or omission accrued prior to such retirement. For avoidance of doubt, nothing in the Supplemental Deed of Appointment and Retirement of Trustee shall render the New Trustee liable and the New Trustee shall not be liable under the Trust Deed (in its personal capacity) for any liabilities and/or obligations of the Retiring Trustee arising and/or incurred as a result of any actions, omissions, failure, negligence, breach of trust or breach of the provisions of the Trust Deed on the Retiring Trustee's part in the performance and compliance with the Retiring Trustee's obligations under the Trust Deed prior to the Effective Date ("**Retiring Trustee's prior acts**") and the New Trustee shall remain entitled to seek recourse to the Deposited Property or any part thereof under Clause 18.9 of the Trust Deed for any actions, costs, claims, damages, expenses or demands to which the New Trustee may be put as trustee of the Trust arising from the Retiring Trustee's prior acts.

(c) Covenants by the Retiring Trustee

- (i) Subject to paragraph (b) above, the Retiring Trustee covenants that:
  - (A) it shall forthwith upon the execution of the Supplemental Deed of Appointment and Retirement of Trustee, vest the Deposited Property in the New Trustee and do all things reasonably required by the New Trustee to enable the New Trustee to assume and carry out its duties as trustee of the Trust; and
  - (B) it shall transfer all books, records, written information, documents and any other property relating to the affairs of the Trust held by or on behalf of the Retiring Trustee to the New Trustee and sign all documents and do all things reasonably required by the New Trustee to enable the New Trustee to assume and carry out its duties as trustee of the Trust.
- (ii) Subject to paragraph (d) below, the Retiring Trustee confirms that, as of the Effective Date, there are no outstanding claims in respect of any trustee fees and charges accrued and payable during its term of service that have not been paid.
- (iii) The Retiring Trustee hereby acknowledges its responsibility to the Manager, any Holder, former Holder or other person in respect of any act or omission accrued for all its acts and any omissions as trustee of the Trust up to and excluding the Effective Date.
- (iv) Up to and excluding the Effective Date, the Retiring Trustee has duly complied with its obligations under the Trust Deed.
- (v) For the avoidance of doubt, all the indemnities provided to the Retiring Trustee under the Trust Deed shall to the fullest extent permitted by law, continue to apply after the retirement of the Retiring Trustee, and the Retiring Trustee shall continue to be entitled to, and enjoy the benefit of, all such indemnities after its retirement for any liability that the Retiring Trustee may have incurred pursuant to the exercise of its powers and duties under the Trust Deed or at law.

(d) Covenants by the Manager

The Manager shall notify the relevant authorities of the replacement of the Retiring Trustee with the New Trustee, and, together with the New Trustee, cause and procure the payment to, and reimbursement of, the Retiring Trustee of or for any trustee or third party fees, charges and disbursements which may be properly and reasonably incurred, accrued and/or payable by or to the Retiring Trustee before the Effective Date which have not been paid or reimbursed, notwithstanding that such fees, charges and disbursements are invoiced, made known or notified only on or after the Effective Date.

(e) Conditions Precedent

Notwithstanding anything contained in the Supplemental Deed, the retirement of the Retiring Trustee as trustee of the Trust and the appointment of the New Trustee as trustee of the Trust is subject to, and conditional upon, satisfaction of the following conditions (the “**Conditions Precedent**”):

- (i) approval by extraordinary resolution of the holders of the Series 001 Securities and the Series 005 Securities being obtained to, among other things, (i) allow for the retirement of the Retiring Trustee as trustee of the Trust and the appointment of the New Trustee as trustee of the Trust and (ii) amend the provisions of the issue documents relating to the Series 001 Securities and the Series 005 Securities to provide for, among other things, the substitution of the Retiring Trustee, as guarantor of the Series 001 Securities and the Series 005 Securities, with the New Trustee;
- (ii) approval by extraordinary resolution of the holders of the Series 002 Securities and the Series 003 Securities being obtained to, among other things, (i) allow for the retirement of the Retiring Trustee as trustee of the Trust and the appointment of the New Trustee as trustee of the Trust and (ii) amend the provisions of the issue documents relating to the Series 002 Securities and the Series 003 Securities to, among other things, provide for the substitution of the Retiring Trustee, as issuer of the Series 002 Securities and the Series 003 Securities, with the New Trustee; and
- (iii) consent being obtained from the relevant lenders to the Trust, if required, and all conditions to such consent being satisfied as well as the entry into of all documents required by the relevant lenders to the Trust,

and upon the satisfaction of the Conditions Precedent, the Manager shall provide written confirmation of such satisfaction to both the Retiring Trustee and the New Trustee in the form as set out in the Supplemental Deed.