

Execution Version

Dated 14 April 2020

**LMIRT MANAGEMENT LTD.**

(as Manager)

and

**PERPETUAL (ASIA) LIMITED**

(as Trustee)

## **FOURTH SUPPLEMENTAL DEED**

(being supplemental to the Deed of Trust dated 8 August 2007 constituting LIPPO MALLS INDONESIA RETAIL TRUST, as amended, restated and/or supplemented by the First Supplemental Deed dated 18 October 2007, the Second Supplemental Deed dated 21 July 2010, the First Amending and Restating Deed dated 18 March 2016, the Supplemental Deed of Retirement and Appointment of Trustee dated 1 November 2017, and the Third Supplemental Deed dated 19 April 2018)

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**This Fourth Supplemental Deed is made on 14 April 2020 between:**

- (1) LMIRT MANAGEMENT LTD.** (Company Registration No. 200707703M) (in its capacity as manager of Lippo Malls Indonesia Retail Trust, the “**Manager**”) whose registered office is situated at 50 Collyer Quay, #06-07 OUE Bayfront, Singapore 049321; and
- (2) PERPETUAL (ASIA) LIMITED** (Company Registration No. 200518022M) (in its capacity as trustee of Lippo Malls Indonesia Retail Trust, the “**Trustee**”), whose registered office is situated at 8 Marina Boulevard, #05-02 Marina Bay Financial Centre, Singapore 018981.

**Whereas:**

- (A)** This Fourth Supplemental Deed is supplemental to a deed of trust dated 8 August 2007 (the “**Principal Deed**”) made between the Manager and HSBC Institutional Trust Services (Singapore) Limited (in its capacity as the trustee of Lippo Malls Indonesia Retail Trust) (the “**Previous Trustee**”), constituting a unit trust known as Lippo Malls Indonesia Retail Trust (the “**Trust**”) as amended restated and/or supplemented by the First Supplemental Deed dated 18 October 2007 made between the Manager and the Previous Trustee (the “**First Supplemental Deed**”), the Second Supplemental Deed dated 21 July 2010 made between the Manager and the Previous Trustee (the “**Second Supplemental Deed**”), the First Amending and Restating Deed dated 18 March 2016 made between the Manager and the Previous Trustee (the “**Amending and Restating Deed**”), the Supplemental Deed of Retirement and Appointment of Trustee dated 1 November 2017 made between the Manager, the Previous Trustee (in its capacity as the retiring trustee of the Trust) and the Trustee (in its capacity as the new trustee of the Trust) (the “**Deed of Retirement and Appointment**”) and the Third Supplemental Deed dated 19 April 2018 made between the Manager and the Trustee (the “**Third Supplemental Deed**”).
- (B)** The Principal Deed as amended, varied and/or supplemented by the First Supplemental Deed, the Second Supplemental Deed, the Amending and Restating Deed, the Deed of Retirement and Appointment and the Third Supplemental Deed shall hereinafter be referred to collectively as the “**Deed**”.
- (C)** The Manager is desirous of amending the Deed to clarify the time period for which the statement of total return of the Trust must be laid before the annual general meeting of the Trust.
- (D)** The Manager has also obtained a waiver from the Monetary Authority of Singapore from compliance with the requirement under paragraph 4.1(d) of Appendix 6 of the Code on Collective Investment Schemes in respect of the statement of total return and balance sheet for the period from 1 January 2019 to 31 December 2019.
- (E)** Pursuant to Clause 27.2 of the Deed, the Manager and the Trustee have agreed to enter into this Fourth Supplemental Deed to provide for the matters referred to in Recital (C) and Recital (D) above.

It is agreed and declared as follows:

## 1. Interpretation

### 1.1 Construction of Certain References

All terms and references used in this Fourth Supplemental Deed and which are defined or construed in the Deed but are not defined or construed in this Fourth Supplemental Deed shall have the same meaning and construction in the Deed. Unless otherwise stated, references to “**Clauses**” are to be construed as references to the clauses of this Fourth Supplemental Deed.

### 1.2 Headings

The headings in this Fourth Supplemental Deed are inserted for convenience only and shall be ignored in construing this Fourth Supplemental Deed.

## 2. Trustee’s Certification

The Trustee hereby certifies, pursuant to Clause 27.2 of the Deed, that in its opinion the modification to Clause 21.2.1 of the Deed as effected by Clause 3 of this Fourth Supplemental Deed does not materially prejudice the interests of the Holders or (as the case may be) the Depositors, and does not operate to release to any material extent the Trustee or the Manager from any responsibility to the Holders or (as the case may be) the Depositors.

## 3. Amendments to the Deed

The Manager and the Trustee agree, subject to the provisions of this Fourth Supplemental Deed, that Clause 21.2.1 of the Deed shall be amended with effect from the date of this Fourth Supplemental Deed to reflect the additions as indicated by the underlined text below and the deletions as indicated by the deleted text below:

“**21.2.1** (i) ~~Subject to Clause 21.2.1(ii), the~~ Statement of total return of the Trust for the period since the preceding account made up to a date not more than 4 months before the date of an Annual General Meeting shall be laid before the Annual General Meeting, accompanied by a balance-sheet of the Trust as at the date to which the statement of total return of the Trust is made up, being a balance-sheet of the Trust that gives a true and fair view of the state of affairs of the Trust as at the end of the period to which it relates.

(ii) In the event that the requirement for the Deed to contain a provision for the statement of total return of the Trust to be made up to a date not more than 4 months before the date of an Annual General Meeting is changed or otherwise exempted or waived by the relevant authorities, the statement of total return of the Trust may instead be made up to such other date (which may be more than 4 months from the date of an Annual General Meeting) as may be permitted in accordance with such change, exemption or waiver,

subject to compliance with the conditions (if any) pursuant to such change, exemption or waiver.”

#### **4. Incorporation**

**4.1** The Deed and this Fourth Supplemental Deed shall be read and construed as one document and this Fourth Supplemental Deed shall be considered as part of the Deed. Accordingly, the term “**Deed**” as used in the Deed, and all references to the Deed, howsoever expressed, in all other instruments and agreements executed under it or pursuant to it, shall for all purposes, refer to the Deed as amended by this Fourth Supplemental Deed.

**4.2** Except to the extent expressly amended by the terms of this Fourth Supplemental Deed, the terms and conditions of the Deed and all other instruments and agreements executed, delivered or entered into under it or pursuant to it are hereby confirmed and shall remain in full force and effect.

**4.3** Nothing in this Fourth Supplemental Deed shall affect any accrued rights or interests of the Manager, the Trustee or the Holders under the Deed existing immediately prior to the date of this Fourth Supplemental Deed.

#### **5. Contracts (Rights of Third Parties) Act**

A person who is not a party to this Fourth Supplemental Deed has no right to enforce any of the provisions in this Fourth Supplemental Deed under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore provided that nothing in this Clause 5 shall affect the rights of the Holders or (as the case may be) the Depositors to enforce the terms of this Fourth Supplemental Deed as provided herein.

#### **6. Governing Law and Jurisdiction**

This Fourth Supplemental Deed shall be governed by, and construed in accordance with, the laws of Singapore.

#### **7. Counterparts**

This Fourth Supplemental Deed may be executed in one or more counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

In witness whereof this **Fourth Supplemental Deed** has been entered into on the date stated at the beginning.

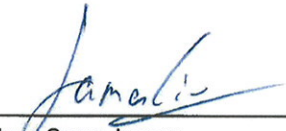
**The Manager**

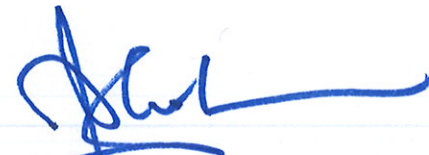
The Common Seal of

**LMIRT MANAGEMENT LTD.**

was hereunto affixed in the presence of:



  
\_\_\_\_\_  
Liew Chee Seng James  
Executive Director and Chief Executive Officer

  
\_\_\_\_\_  
Goh Tiam Lock  
Director

The Trustee

The Common Seal of

PERPETUAL (ASIA) LIMITED

was hereunto affixed in the presence of:



\_\_\_\_\_  
Director

\_\_\_\_\_  
Authorised Signatory