



LIPPO MALLS INDONESIA RETAIL TRUST

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

ANNOUNCEMENT

PROPOSED ACQUISITIONS, RIGHTS ISSUE AND RECEIPT OF APPROVAL IN-PRINCIPLE FOR THE LISTING OF NEW UNITS IN LMIR TRUST

1. INTRODUCTION

LMIR Management Ltd., in its capacity as manager of Lippo Malls Indonesia Retail Trust ("**LMIR Trust**") and as manager of LMIR Trust, the "**Manager**", is pleased to announce that HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of LMIR Trust (the "**Trustee**"), has today, 30 September 2011, entered into two conditional sale and purchase agreements (the "**Conditional SPAs**"):

- (i) with Excel Investment Limited ("**Excel Investment**") and Grand Investment Limited ("**Grand Investment**") (collectively, the "**Pluit Village Vendors**") in relation to the acquisition of Pluit Village, a five-level retail mall located in the city of Jakarta, Indonesia ("**Pluit Village**", and the acquisition of Pluit Village, the "**Pluit Village Acquisition**") (the "**Pluit Village SPA**"); and
- (ii) with Asiana Investment Limited (the "**Medan Fair Vendor**") in relation to the acquisition of Plaza Medan Fair, a four-level retail mall with one basement level located in Medan, North Sumatra, Indonesia ("**Medan Fair**", and the acquisition of Medan Fair, the "**Medan Fair Acquisition**") (the "**Medan Fair SPA**").

The Manager proposes to partially finance the Pluit Village Acquisition and the Medan Fair Acquisition (collectively, the "**Acquisitions**") through the rights issue of 1,086,516,497 new units in LMIR Trust ("**Units**") and the new Units, the "**Rights Units**") on a renounceable basis to Eligible Unitholders (as defined herein) (the "**Rights Issue**") and together with the Acquisitions, the "**Transactions**") on a pro rata basis of one (1) Rights Unit for every one (1) existing Unit ("**Existing Units**", and the basis of the Rights Issue, the "**Rights Ratio**") held as at 5.00 p.m. on 4 November 2011 (the "**Rights Issue Books Closure Date**"), at an issue price of S\$0.31 per Rights Unit (the "**Issue Price**"), fractional entitlements to be disregarded, to raise gross proceeds of approximately S\$336.8 million. PT. Lippo Karawaci Tbk, the sponsor of LMIR Trust (the "**Sponsor**"), has agreed to take up all of the Rights Units which are not taken up by other unitholders of LMIR Trust ("**Unitholders**"), and has provided an irrevocable undertaking to the Manager to this effect (the "**Sponsor Undertaking**") (see paragraph 7.6 below for further details). The Sponsor has agreed to provide the Sponsor Undertaking in order to demonstrate its support for LMIR Trust and the Rights Issue, and to ensure that LMIR Trust obtains the required level of funding to acquire Pluit Village and Medan Fair (the "**Properties**"). It should also be noted that the

Sponsor will not be receiving any fees for the provision of the Sponsor Undertaking.

2. RATIONALE FOR THE TRANSACTIONS

The Manager believes that the Transactions will bring the following key benefits to Unitholders:

- (i) acquisition of quality assets at attractive net property income (“**Net Property Income**” or “**NPI**”) yield with high occupancy rates and situated in strategic locations;
- (ii) enhanced income stability and visibility from long-term leases and rental guarantees;
- (iii) increased economies of scale; and
- (iv) increased capital base and scalability potential through the Rights Issue.

The above rationales are further elaborated below.

2.1 Acquisition of Quality Assets at Attractive NPI Yield with High Occupancy Rates and Situated in Strategic Locations

The Acquisitions are in line with the Manager’s acquisition growth strategy of owning retail and/or retail related properties with attractive yields, and potential capital appreciation and long-term growth. The Acquisitions represent an opportunity for LMIR Trust to acquire income producing quality properties below their independent valuations. The NPI yields of Pluit Village and Medan Fair for the financial year (“**FY**”) ended 31 December 2010 (“**FY2010**”) and the first six months of 2011 (annualised), based on their respective purchase considerations, are 10.8% and 7.4% respectively for Pluit Village and 7.4% and 8.5% respectively for Medan Fair. These NPI yields¹ are comparable to the NPI yield for LMIR Trust’s existing portfolio² of 7.5% and 8.1% over the same period taking into consideration that the occupancy rate of Pluit Village as at 30 June 2011 is lower due to the ongoing process of tenancy enhancement, which began in December 2010. The current property manager of Pluit Village has made the decision to terminate some tenants, and the overall occupancy rate has therefore been affected. The terminated tenants were local and low-profile specialty tenants, and the property manager intends to replace such tenants with other tenants of a higher quality and profile, which in turn is expected to heighten the overall image of the mall. The property manager is currently in the process of approaching various prospective tenants which fall under categories ranging from food and beverage to fashion and jewellery.

The Pluit Village Purchase Consideration (as defined herein) of Rp.1,600.0 billion (S\$229.7 million^{3,4}) represents a 5.7% discount to the average of the two independent valuations conducted by KJPP Willson & Rekan in affiliation with Knight Frank (“**KJPP**

1 Based on the NPI derived from the respective properties for the financial year ended 31 December 2010 and for the six-month period ended 30 June 2011 (“**6M2011**”).

2 Based on valuations as at 31 December 2010.

3 Based on the illustrative rupiah exchange rate of S\$1.00 is to Rp.6,964.3 (the “**Illustrative Rupiah Exchange Rate**”). Unless otherwise stated, all conversions of Rp. amounts into S\$ in this Announcement shall be based on the Illustrative Rupiah Exchange Rate. It should be noted that the purchase consideration of Pluit Village and Medan Fair shall be paid in the Singapore Dollar equivalent based on the exchange rate at 11.00 a.m. (Singapore time) on 30 September 2011 (being the date of the Pluit Village SPA and the Medan Fair SPA).

4 Unless otherwise stated, all amounts in Rp. and S\$ in this Announcement shall, where such amount exceeds one million, be rounded to one decimal number.

Willson & Rekan") and KJPP Damianus Ambur in affiliation with Coldwell Banker Indonesia ("**KJPP Damianus Ambur**" and together with KJPP Willson & Rekan, the "**Independent Valuers**") while the Medan Fair Purchase Consideration (as defined herein) of Rp.1,050.0 billion (S\$150.8 million) represents a discount of 4.1% to KJPP Willson & Rekan's valuation of Rp.1,095.0 billion (S\$157.2 million)⁵.

As at 30 June 2011, the occupancy rates of Pluit Village and Medan Fair are 78.1% and 91.2% respectively. The high occupancy rates are a reflection of the strong demand for retail space in Jakarta and Medan where the Properties are located. Moreover, Pluit Village is a modern retail mall relative to other malls in the city of Jakarta, having undergone a comprehensive Rp.192.3 billion asset enhancement and repositioning exercise between May 2007 and September 2009. This potentially allows the Manager to take advantage of a likely increase in demand for retail space in these areas and a possible improvement in rental rates, tenancy mix and long-term property value of Pluit Village.

LMIR Trust's retail malls are positioned as "Everyday Malls" that provide necessities (e.g. supermarkets and family shopping) to the community living in the regions neighbouring its retail malls and targets the middle income population in populous cities in Indonesia. The positioning of the Properties which are the subject of the Acquisitions is in line with LMIR Trust's targeted market segment comprising of Indonesia's expanding and prospering urban middle class segment. The Manager expects that the acquisition of Pluit Village will allow LMIR Trust to capture the dense population of North Jakarta as its target market, whereas the acquisition of Medan Fair is expected to further establish LMIR Trust's position as a leading retail mall owner in Medan, Indonesia's third largest city.

2.2 Enhanced Income Stability and Visibility from Long-term Leases and Rental Guarantees

Tenants occupying net lettable area ("**NLA**") in excess of 400 sq m ("**Major Tenants**") account for 49.6% and 47.5% of Pluit Village's and Medan Fair's Total Rental Revenue⁶ respectively as at 30 June 2011. The existing tenancy agreements have a remaining weighted average tenure of 5.0 years and 10.4 years for Major Tenants in Pluit Village and Medan Fair, respectively. Such leases provide long-term rental income stability and visibility and the Manager is of the view that rental guarantees for these long-term leases are unlikely to provide additional risk mitigation, and are therefore unnecessary.

The Manager has secured from the Pluit Village Vendors and the Medan Fair Vendor rental guarantees for the two years, 2012 and 2013, in relation to certain areas for both Pluit Village and Medan Fair, under the Pluit Village Deed of Rental Guarantee (as defined herein) and the Medan Fair Deed of Rental Guarantee (as defined herein)⁷. The rental

5 The valuation for Medan Fair was made on the assumption that the BOT Scheme in relation to Medan Fair ("**BOT AP**") will be extended to 2032. The BOT Agreement (as defined herein) in relation to Medan Fair is currently valid up till July 2027. For the avoidance of doubt, the valuation for Medan Fair does not include a valuation for the Medan Fair Extension.

6 "**Total Rental Revenue**" means the rentals derived from Major Tenants of the Properties and tenants of the Pluit Village Spaces and Medan Fair Spaces, but does not include service charges, recoveries, or other income derived from the Properties.

7 In relation to each quarterly period of FY2012 and FY2013, where the rental revenue from tenants under the Specialty Spaces (as defined herein) and Casual Leasing Spaces (as defined herein) in the relevant quarter of FY2012 and FY2013 is less than the Guarantee Amount in each respective quarter, the difference between the relevant rental revenue and Guarantee Amount will be paid by the Pluit Village Vendors and/or the Medan Fair Vendor (as the case may be). "**Guarantee Amount**" means Rp.13.75 billion per quarter for Medan Fair and Rp.26.25 billion per quarter for Pluit Village.

guarantees for Pluit Village and Medan Fair amount to Rp.105.0 billion (S\$15.1 million) and Rp.55.0 billion (S\$7.9 million) per annum respectively. The rental guarantee for Pluit Village is partially backed by a banker's guarantee for the amount of Rp.30.0 billion (S\$4.3 million), and the rental guarantee for Medan Fair is partially backed by a banker's guarantee for the amount of Rp.15.0 billion (S\$2.2 million). The rental guarantees are only applicable to the rental to be derived from the Specialty Space⁸ and Casual Leasing Space⁹ in Pluit Village and Medan Fair (the "**Pluit Village Spaces**" and the "**Medan Fair Spaces**" respectively) and represent 57.9% and 78.2% of the Total Rental Revenue for the Pluit Village Spaces and the Medan Fair Spaces respectively for FY2010.

(See paragraphs 3.5 and 4.5 for further details on the rental guarantees.)

The Manager believes that the combination of long-term leases and rental guarantees will enhance the stability of the rental income for Pluit Village and Medan Fair.

2.3 Increased Economies of Scale

The Acquisitions will enable LMIR Trust to enlarge its presence in the retail mall sector in Indonesia and to benefit from increased economies of scale as the Manager and the property manager(s) of the Enlarged Portfolio¹⁰ can spread certain operating costs (e.g. staff and personnel costs) over a larger portfolio, and can also obtain cost savings due to its greater bargaining power with suppliers and service providers.

The Acquisitions are similarly expected to deliver economies of scale and benefit the marketing and leasing activities of LMIR Trust by expanding and deepening LMIR Trust's portfolio of key tenant relationships with tenants of both Pluit Village and Medan Fair who are currently not tenants of LMIR Trust's malls or who are not currently Major Tenants.

2.4 Increased Capital Base and Scalability Potential through the Rights Issue

Based on the pro forma balance sheet as at 30 June 2011, the value of LMIR Trust's Deposited Property (as defined in the trust deed dated 8 August 2007 constituting LMIR Trust (as amended) (the "**Trust Deed**")) increased from S\$1,229.4 million to S\$1,600.6 million, which represents a 30.2% increase. The contributions of Pluit Village and Medan Fair to the increase in LMIR Trust's Deposited Property are S\$227.0 million and S\$144.2 million, respectively. The increased scalability potential resulting from the completion of the Transactions would provide LMIR Trust with enhanced visibility in the investment community.

The Manager intends to partially fund the Acquisitions through the proceeds of the Rights Issue. Following the Rights Issue, the number of Units in issue will increase, thereby potentially improving liquidity of LMIR Trust. The Manager believes that this will give LMIR Trust greater financial flexibility to capitalise on future opportunities (including future asset

8 "**Specialty Space**" means the aggregate leasable area attributable to retail units of less than 400 sq m each and where the term of the lease is generally for more than 12 months. For the avoidance of doubt, the rental guarantees do not depend on the length of the lease term. The description of the Specialty Space as being leases where the term of the lease is generally for more than 12 months is just a general description for such leases, and the rental guarantees will cover Specialty Space leases regardless of their lease period. The rental guarantees will be effective in respect of all tenants that are classified as tenants under the Specialty Spaces and Casual Leasing Spaces.

9 "**Casual Leasing Space**" refers to areas of the property, including to its atrium and corridors, which are leased for trading or promotional activities and where the term of the lease is generally less than a full year. For the avoidance of doubt, the rental guarantees do not depend on the length of the lease term. The description of the Casual Leasing Space as being leases where the term of the lease is generally less than a full year is just a general description for such leases, and the rental guarantees will cover Casual Leasing Space leases regardless of their lease period.

10 "**Enlarged Portfolio**" means the existing properties of LMIR Trust and the Properties.

enhancement initiatives and acquisitions) or to facilitate any on-going capital requirements.

3. THE PLUIT VILLAGE ACQUISITION

3.1 Structure of the Pluit Village Acquisition

The Manager is seeking to acquire Pluit Village, which is located in the city of Jakarta, Indonesia, bearing the postal address Jl. Pluit Indah Raya Penjaringan, Jakarta Utara, Indonesia 14450, for a purchase consideration of Rp.1,600.0 billion (S\$229.7 million) (the “**Pluit Village Purchase Consideration**”)¹¹ from the Pluit Village Vendors. It is proposed that the Pluit Village Acquisition be carried out by LMIR Trust indirectly via the the acquisitions of two Singapore-incorporated companies, Grandley Investments Pte. Ltd. (“**Grandley**”) and Kindall Investments Pte. Ltd. (“**Kindall**”), which together own 100% of the issued share capital of PT. Duta Wisata Loka (“**PT DWL**”) which in turn, directly holds Pluit Village. LMIR Trust will, upon acquiring Pluit Village, hold Pluit Village under a ‘build, operate and transfer (“**BOT**”) scheme (“**BOT Scheme**”)¹². **Appendix A** to this Announcement sets out a chart illustrating the structure under which Pluit Village is proposed to be held by LMIR Trust upon completion of the Pluit Village Acquisition.

3.2 Valuation

Two independent property valuers, KJPP Willson & Rekan and KJPP Damianus Ambur, have been appointed by the Trustee and the Manager respectively, to value Pluit Village.

The following table sets out the appraised values of Pluit Village (as at 30 June 2011) and the Pluit Village Purchase Consideration:

Appraised Value							
by KJPP Willson & Rekan		by KJPP Damianus Ambur		Average		Property Purchase Consideration	
(Rp. billion)	(S\$ million)	(Rp. billion)	(S\$ million)	(Rp. billion)	(S\$ million)	(Rp. billion)	(S\$ million)
1,588.1	228.0	1,804.0	259.0	1,696.1	243.5	1,600.0	229.7 ⁽¹⁾

Note:

- (1) This reflects the amount which LMIR Trust will pay for Pluit Village at the Illustrative Rupiah Exchange Rate. As LMIR Trust will be acquiring Pluit Village indirectly through the acquisitions of Grandley and

11 It should be noted that the purchase consideration of Pluit Village shall be paid in the Singapore Dollar equivalent based on the exchange rate at 11.00 a.m. (Singapore time) on 30 September 2011 (being the date of the Pluit Village SPA).

12 The Properties are under BOT Schemes. A BOT Scheme is common in Indonesia for the following reasons:

- (a) freehold land in Indonesia may not be owned by companies (whether Indonesian or foreign-owned) or by foreign individuals. Under Indonesian land law, the closest form of land title to an internationally recognised concept of “freehold” title is *Hak Milik* or “Right of Ownership”. A *Hak Milik* title is available only to Indonesian individuals and certain Indonesian legal entities such as government banks and religious and social institutions appointed by the relevant Indonesian government authorities;
- (b) where ownership of the land is transferable, instead of transferring the ownership of the land, the land owner may prefer to use the BOT Scheme for commercial reasons. The land owner may not intend to transfer the ownership of the land because the land is located at commercially strategic locations or has historical value. Alternatively, the land owner may have limited financial capability to develop the land. Under such circumstances, the land owner (the “**BOT Grantor**”) may prefer to enter into a BOT agreement with a BOT grantee (the “**BOT Grantee**”) and the BOT agreement entered into between the BOT Grantor and the BOT Grantee, the “**BOT Agreement**”) who are property developers with strong financial support and proven track records; and
- (c) a BOT Grantee may prefer to use the BOT Scheme because the costs for obtaining the build, operate and transfer rights could be considered as more price-feasible and cashflow-effective as compared to an outright purchase of the land.

Kindall, the actual price which LMIR Trust will pay will be subject to adjustment for the consolidated net assets or net liabilities of Grandley and Kindall as at the completion date of Pluit Village Acquisition.

3.3 Conditions Precedent for the Completion of the Pluit Village Acquisition

Completion of the sale and purchase of Pluit Village under the Pluit Village SPA is conditional upon the fulfilment or waiver (as the case may be) of, among others, the following conditions precedent:

- 3.3.1 there being no compulsory acquisition of Pluit Village or any part of it, and no notice of such intended compulsory acquisition or resumption has been given, by the government or other competent authority;
- 3.3.2 the property is not materially damaged;
- 3.3.3 there being no breach of the warranties set out in the Pluit Village SPA which, in the reasonable opinion of the Trustee, acting on the recommendation of the Manager, will have a material adverse effect on the financial condition, prospects, earnings, business, undertaking or assets of Pluit Village, Grandley, Kindall or PT DWL, in each case taken as a whole;
- 3.3.4 the licences, authorisations, orders, grants, confirmations, consents, permissions, registrations and other approvals necessary for or in respect of the proposed acquisition of Grandley and Kindall having been obtained from third parties (including governmental or official authorities, courts or other regulatory bodies) on terms reasonably satisfactory to the Trustee and such licences, authorisations, orders, grants, confirmations, consents, permissions, registrations and other approvals remaining in full force and effect for a period of not less than six (6) months;
- 3.3.5 no statute, regulation or decision which would prohibit, restrict or materially delay or adversely affect the sale and purchase of the shares of Grandley and Kindall or the operation of Grandley, Kindall or PT DWL having been proposed, enacted or taken by any governmental or official authority;
- 3.3.6 an undertaking from PT. Duta Tama Manunggal (“**PT DTM**”) and PT. Sinergi Utama Mitra Propertindo (“**PT SUMP**”)¹³ not to build any building over a plot of land leased to PT DWL by PT DTM and PT SUMP (with a total area of 1,348 sq m) to be used as access roads. If PT SUMP wishes to utilise this plot of land, PT SUMP shall obtain prior written consent from PT DWL for such utilisation of the land, and shall provide PT DWL with a replacement plot of land (as agreed to in writing by PT DWL in its sole discretion) to be used as access roads;
- 3.3.7 an undertaking from Raiffeisen ZentralBank Oesterreich AG, Singapore Branch in agreed form stating that all encumbrances over the issued shares of PT DWL and the assets of PT DWL (including PT DWL’s title to Pluit Village) currently registered in favour of Raiffeisen ZentralBank Oesterreich AG, Singapore Branch will be discharged upon repayment of a loan made under a US\$90.0 million facility agreement dated 25 November 2009 entered into between Raiffeisen ZentralBank Oesterreich AG, Singapore Branch and PT DWL, and accordingly PT DWL will receive the BOT Scheme documents free of all claims, liens, interests and encumbrances upon the release of all encumbrances over the land and building of

13 PT DTM and PT SUMP are subsidiaries of PT MPU (as defined herein).

Pluit Village currently registered in favour of Raiffeisen ZentralBank Oesterreich AG, Singapore Branch, including the fiduciary assignment, pledges, undertaking and mortgages, covered by the following agreements:

- (i) Fiduciary Assignment of Insurance Proceeds (Deed No. 36 dated 21 December 2009 made before Henny Singgih, S.H., Notary in Jakarta);
- (ii) Fiduciary Assignment of Receivables (Deed No. 35 dated 21 December 2009 made before Henny Singgih, S.H., Notary in Jakarta);
- (iii) Pledge of Bank Account (Deed No. 33 dated 21 December 2009 made before Henny Singgih, S.H., Notary in Jakarta);
- (iv) Share Pledges:
 - (a) by Capital Bloom Investments Ltd over shares in PT. Lippo Karawaci Tbk (Conditional Pledge of Shares Agreement dated 24 December 2009);
 - (b) by Meridian Investment Ltd over shares in PT. Lippo Karawaci Tbk (Deed of Pledge of Shares Agreement No. 40 dated 12 December 2009 made before Henny Singgih, S.H., Notary in Jakarta);
 - (c) by Glory Power Ltd over shares in PT. Matahari Putra Prima Tbk (Deed of Pledge of Shares Agreement No. 46 dated 21 December 2009 made before Henny Singgih, S.H., Notary in Jakarta);
 - (d) by Al Hilah Investment Ltd over shares in PT. Matahari Putra Prima Tbk (Deed of Pledge of Shares Agreement No. 52 dated 21 December 2009 made before Henny Singgih, S.H., Notary in Jakarta); and
 - (e) (a 2nd Pledge of Security) by Al Hilah Investment Ltd over shares in PT. Matahari Putra Prima Tbk (Deed of Pledge of Shares Agreement No. 37 dated 21 January 2010 made before Henny Singgih, S.H., Notary in Jakarta);
- (v) Mortgages over the right to build certificates in relation to Pluit Village:
 - (a) First Rank Land Mortgage Certificate No. 3826/2007;
 - (b) Second Rank Land Mortgage Certificate No. 5507/2008;
 - (c) Third Rank Land Mortgage Certificate No. 52/2010; and
- (vi) Deed of Undertaking to Obtain Land Title and Provide Security No. 30 dated 21 December 2009, made before Henny Singgih, S.H., Notary in Jakarta in relation to an undertaking by PT DTM to establish a first ranking mortgage over the subject area of the BOT DTM 2009¹⁴;

3.3.8 no written notice having been issued by the Manager to the Trustee before the completion date that, in the Manager's reasonable opinion, the market conditions then prevailing are not conducive for (i) the raising of adequate funds (including

¹⁴ "BOT DTM 2009" refers to the BOT Agreement Deed No. 48, Deed dated 30 January 2009, made before Ira Sudjono, S.H., Notary in Jakarta entered into between PT DTM and PT. Jakarta Propertindo, an Indonesian regional government-owned enterprise ("PT JP"), as amended and supplemented under which PT JP will provide PT DTM with the land area of 58,044 sq m in the surrounding area of Pluit Village which PT DTM will develop and operate.

the Rights Issue) and/or (ii) the raising of funds (including the Rights Issue) on reasonable terms or in a manner that will be beneficial to the overall interests of LMIR Trust and Unitholders, for the purpose of completing the purchase of Pluit Village;

- 3.3.9 the termination of the Deed of Lease Agreement (Akta Perjanjian Sewa Menyewa) No.9 dated 4 August 2009 made before Ira Sudjono, S.H., M.H, MKn, Notary in Jakarta, entered into by and between PT. Artha Baru Nusantara and PT DWL, prior to the completion date, and the release by PT. Artha Baru Nusantara of PT DWL from all responsibilities for losses, claims, suits and indemnities in connection with the Deed of Lease Agreement, prior to the completion date¹⁵;
- 3.3.10 the entry into of a deed of indemnity by PT. Metropolis Propertindo Utama (“**PT MPU**”) and the Trustee for the indemnification of certain matters by PT MPU relating to Pluit Village (“**Pluit Village Deed of Indemnity**”);
- 3.3.11 the passing of the necessary resolutions by the Pluit Village Vendors to approve the sale of the shares of Grandley and Kindall;
- 3.3.12 the approval by Unitholders given at an extraordinary general meeting for the purchase of the entire issued share capital of Grandley and Kindall;
- 3.3.13 the approval by Unitholders given at an extraordinary general meeting for the Rights Issue for purposes of financing, *inter alia*, the Pluit Village Acquisition;
- 3.3.14 the approval in principle by Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for the listing on the SGX-ST of the Rights Units having been obtained and not withdrawn;
- 3.3.15 the receipt of the subscription monies and issue of the Rights Units;
- 3.3.16 the Trustee being reasonably satisfied with the results of its due diligence on Pluit Village, Grandley, Kindall and PT DWL;
- 3.3.17 the obligation of the Sponsor under the Sponsor Undertaking becoming unconditional in all respects;
- 3.3.18 the entry into of a deed of undertaking and indemnity by PT DTM in relation to the indemnifications and undertakings over certain matters;
- 3.3.19 the provision of a rental guarantee by the Pluit Village Vendors to LMIR Trust in respect of the annual rental income to be derived from the Pluit Village Spaces for the two financial years ending 31 December 2012 and 31 December 2013 (the “**Pluit Village Deed of Rental Guarantee**”)¹⁶. For the avoidance of doubt, the rental guarantee amount covered under the Pluit Village Deed of Rental Guarantee will not be deducted from the Pluit Village Purchase Consideration;
- 3.3.20 the provision of a bank guarantee by a major banking institution with an international network to the Trustee that it will guarantee up to Rp.30.0 billion

15 The Deed of Lease Agreement is a lease agreement entered into by and between PT DWL and PT Artha Baru Nusantara in relation to the Carrefour area. Based on a Lease Termination Agreement dated 22 August 2011 made by and between PT DWL and PT Artha Baru Nusantara, this condition precedent has been met as the Deed of Lease Agreement has been released by PT Artha Baru Nusantara in anticipation of the settlement of the Carrefour Cases (as defined herein).

16 For the avoidance of doubt, the rental guarantee amount covered under the Pluit Village Deed of Rental Guarantee will not be deducted from the Pluit Village Purchase Consideration.

(S\$4.3 million) of Excel Investment and Grand Investment's payment obligations to the Trustee under the Pluit Village Deed of Rental Guarantee;

3.3.21 there being no breach of the warranties by the Pluit Village Vendors in the Pluit Village SPA unless waived by the Trustee; and

3.3.22 the appointment by the Pluit Village Vendors of a process agent (i) in accordance with the terms of the Pluit Village SPA and (ii) in relation to the Pluit Village Deed of Rental Guarantee and the Pluit Village Deed of Indemnity.

3.4 Deed of Indemnity relating to Pluit Village

The Trustee has also entered into the Pluit Village Deed of Indemnity with PT MPU pursuant to which PT MPU will indemnify the Trustee against certain liabilities or damage suffered by the Trustee arising out of or in connection with the Pluit Village SPA, subject to certain terms and conditions.

3.5 Rental Guarantee in relation to Pluit Village

To provide greater certainty of rental returns to LMIR Trust, the Manager has negotiated with the Pluit Village Vendors for the provision of the Pluit Village Deed of Rental Guarantee, which is for the amount of Rp.105.0 billion (S\$15.1 million) per annum for the years 2012 and 2013 (and partially backed by a banker's guarantee for the amount of Rp.30.0 billion (S\$4.3 million)).

The Pluit Village Deed of Rental Guarantee is a rental revenue guarantee, limited to the rental revenue from the Pluit Village Spaces, which in aggregate represented less than 39.9% of the Pluit Village Total Gross Revenue¹⁷ for FY2010. The Pluit Village Deed of Rental Guarantee is also intended to provide an indication of the rent attainable by LMIR Trust from the Pluit Village Spaces in the event of, amongst other things, vacancy periods and market rental shortfalls during the term of the Pluit Village Deed of Rental Guarantee and is intended to insulate LMIR Trust from unforeseen changes or disruptions in the business conditions of Pluit Village or the Indonesia retail market.

Under the terms of the Pluit Village Deed of Rental Guarantee, the Pluit Village Vendors, being the Pluit Village guarantors, will make good any shortfall between the actual rent derived from the Pluit Village Spaces achieved by Pluit Village and the agreed rental guarantee for each of the respective years during the period of the Pluit Village Deed of Rental Guarantee.

3.6 Interested Person Transaction

As at the Latest Practicable Date, the Manager has a direct interest in 26,102,497 Units (representing 2.4% of the Existing Units). The Manager is wholly-owned by Peninsula Investment Limited, a wholly-owned subsidiary of Jesselton Investment Ltd which is in turn a wholly-owned subsidiary of the Sponsor. The Sponsor directly and/or through its subsidiaries and associates and through its interest in the Manager (i) has deemed interests of 29.6% in LMIR Trust and (ii) wholly-owns the Manager, and is therefore regarded as a "controlling unitholder" of LMIR Trust and "controlling shareholder" of the Manager, under both the Listing Manual of the SGX-ST (the "**Listing Manual**") and (where applicable) Appendix 2 of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore (the "**MAS**") in relation to real estate investment trusts

17 "**Pluit Village Total Gross Revenue**" refers to the aggregate of all income earned primarily from Pluit Village including rent, service charges, car park income, recoveries and other income derived from Pluit Village.

(the “**Property Funds Appendix**”). Lippo Capital Limited, an associate of the Sponsor, has an effective interest of 46.0% in Grand Investment and 13.3% in Excel Investment, and therefore has an effective interest of 18.1% in PT DWL.

As Grand Investment is deemed to be 46.0% held by an associate of a “controlling unitholder/shareholder” of (i) LMIR Trust and (ii) the Manager, it is considered an associate of both LMIR Trust and the Manager. For the purposes of Chapter 9 of the Listing Manual, Grand Investment (being an associate of both LMIR Trust and the Manager) is an Interested Person¹⁸ of LMIR Trust. For the purposes of paragraph 5 of the Property Funds Appendix relating to Interested Party¹⁹ Transactions, Grand Investment (being an associate of both LMIR Trust and the Manager) is an Interested Party (as defined herein) of LMIR Trust.

As such, the Pluit Village Acquisition will constitute an Interested Person Transaction under Chapter 9 of the Listing Manual. The Pluit Village Acquisition will also constitute an Interested Party Transaction under paragraph 5 of the Property Funds Appendix. Further, the value of the Pluit Village Acquisition is equal to 25.0% of LMIR Trust’s net asset value (“NAV”) and 25.0% of LMIR Trust’s latest unaudited net tangible assets (“NTA”) as at 30 June 2011. Therefore, the approval of Unitholders is required under Rule 906 of the Listing Manual and paragraph 5 of the Property Funds Appendix.

4. THE MEDAN FAIR ACQUISITION

4.1 Structure of the Medan Fair Acquisition

The Manager is also seeking to acquire Medan Fair, which is located in Medan, North Sumatra (which is the third most populous city in Indonesia after Jakarta and Surabaya), bearing the postal address Jl. Jend. Gatot Subroto No.30, Medan Petisah, Medan, Indonesia 20113, for a purchase consideration of Rp.1,050.0 billion (S\$150.8 million) (the “**Medan Fair Purchase Consideration**”)²⁰ from the Medan Fair Vendor, which is not related to either the Manager, the Sponsor or the Trustee. The Medan Fair Acquisition will be carried out by LMIR Trust indirectly via the acquisition of a Singapore-incorporated company, Vibrance Investments Pte. Ltd. (“**Vibrance**”), which directly and through its wholly-owned subsidiary, Zesty Investments Pte. Ltd. (“**Zesty**”), owns 100.0% of the issued share capital of PT. Anugrah Prima (“**PT AP**”) which in turn, directly holds Medan Fair.

Appendix B to this Announcement sets out a chart illustrating the structure under which Medan Fair will be held by LMIR Trust upon completion of the Medan Fair Acquisition.

For the avoidance of doubt, the Medan Fair Acquisition is not an Interested Person Transaction or an Interested Party Transaction under the Listing Manual and the Property Funds Appendix, respectively. The Manager is also of the view that the Medan Fair

18 “**Interested Person**” has the same meaning as “**Interested Party**” in the Property Funds Appendix.

19 “**Interested Party**” means:

- (i) a director, chief executive officer or controlling shareholder of the Manager, the Trustee or controlling unitholder of LMIR Trust; or
- (ii) an associate of any director, chief executive officer or controlling shareholder of the Manager, or an associate of the Manager, the Trustee or any controlling unitholder of LMIR Trust.

20 It should be noted that the purchase consideration of Medan Fair shall be paid in the Singapore Dollar equivalent based on the exchange rate at 11.00 a.m. (Singapore time) on 30 September 2011 (being the date of the Medan Fair SPA).

Acquisition is not a major transaction under Chapter 10 of the Listing Manual as it is within LMIR Trust's ordinary course of business. Therefore, the Manager will not be seeking approval of Unitholders for the Medan Fair Acquisition.

4.2 Valuation

Separate from the valuation of Pluit Village, the Manager has appointed KJPP Willson & Rekan, as independent property valuer, to value Medan Fair.

The following table sets out the appraised values and the Medan Fair Purchase Consideration:

Appraised Value					
by KJPP Willson & Rekan		by KJPP Damianus Ambur		Property Purchase Consideration	
(Rp. billion)	(S\$ million)	(Rp. billion)	(S\$ million)	(Rp. billion)	(S\$ million)
1,095.0 ⁽¹⁾	157.2 ⁽¹⁾	-	-	1,050.0	150.8 ⁽²⁾

Notes:

- (1) The valuation for Medan Fair was made on the assumption that the Medan Fair BOT lease will be extended to 2032. For the avoidance of doubt, the valuation for Medan Fair does not include a valuation for the Medan Fair Extension. "**Medan Fair Extension**" refers to the two new retail wings which will be constructed to adjoin Medan Fair.
- (2) This reflects the amount which LMIR Trust will pay for Medan Fair and the Illustrative Rupiah Exchange Rate. As LMIR Trust will be acquiring Medan Fair indirectly through the acquisition of Vibrance, the actual price which LMIR Trust will pay will be subject to adjustment for the consolidated net assets or net liabilities of Vibrance as at the completion date of the Medan Fair Acquisition.

4.3 Conditions Precedent and condition subsequent for the Completion of the Medan Fair Acquisition

Completion of the sale and purchase of Medan Fair under the Medan Fair SPA is conditional upon the fulfilment or waiver (as the case may be) of, among others, the following conditions precedent:

- 4.3.1 there being no compulsory acquisition of Medan Fair or any part of it, and no notice of such intended compulsory acquisition or resumption has been given, by the government or other competent authority;
- 4.3.2 the property is not materially damaged;
- 4.3.3 there being no breach of the warranties set out in the Medan Fair SPA which, in the reasonable opinion of the Trustee, acting on the recommendation of the Manager, will have a material adverse effect on the financial condition, prospects, earnings, business, undertaking or assets of Medan Fair, Vibrance, Zesty or PT AP, in each case taken as a whole;
- 4.3.4 the licences, authorisations, orders, grants, confirmations, consents, permissions, registrations and other approvals necessary for or in respect of the proposed acquisition of Vibrance having been obtained from third parties (including governmental or official authorities, courts or other regulatory bodies) on terms reasonably satisfactory to the Trustee and such licences, authorisations, orders, grants, confirmations, consents, permissions, registrations and other approvals

remaining in full force and effect for a period of not less than six (6) months;

- 4.3.5** no statute, regulation or decision which would prohibit, restrict or materially delay or adversely affect the sale and purchase of the shares of Vibrance or the operation of Vibrance and Zesty or PT AP having been proposed, enacted or taken by any governmental or official authority;
- 4.3.6** no written notice having been issued by the Manager to the Trustee before the completion date that, in the Manager's reasonable opinion, the market conditions then prevailing are not conducive for (i) the raising of adequate funds (including the Rights Issue) and/or (ii) the raising of funds (including the Rights Issue) on reasonable terms or in a manner that will be beneficial to the overall interests of LMIRT and the Unitholders, for the purpose of completing the purchase of Medan Fair;
- 4.3.7** the entry into of a deed of indemnity by Mr Hendro Setiawan, Mr Nio Yantony and the Trustee for the indemnification of certain matters by Mr Hendro Setiawan and Mr Nio Yantony relating to Medan Fair;
- 4.3.8** a statement from PT. Bank Rakyat Indonesia (Persero) Tbk stating that it acknowledges receipt of the amount for the full repayment of the loan of PT AP, and that within two business days after receipt of the such repayment, all encumbrances over the assets of PT AP currently registered in favour of PT. Bank Rakyat Indonesia (Persero) Tbk will be released and discharged, including the guarantees, mortgages and pledges covered by the following agreements:
- (i) First Rank Land Mortgage on (i) right to build certificate No. 1121 for an area of 41,170 sqm which has been reduced to 39,586 sqm, and (ii) right to build certificate No. 1126 for an area of 8,365 sqm, including the building, supporting facilities and registered machines owned by PT AP, which mortgage was recorded in the Land Register Office based on Mortgage Certificate No. 5435, dated 19 September 2006, issued by the Head of Land Register Office of Medan;
 - (ii) Business Receivables subject to a fiducia security amounting to Rp.19.7 billion which has been registered in the Fiducia Registry Office pursuant to Fiducia Certificate No. W2-1447 HT.04.06.TH.2006/STD dated 8 September 2006;
 - (iii) Pledge on the savings deposit of PT. Tri Artha Manunggal Pratama amounting to Rp.10.5 billion as stated in Deed No. 23 dated 15 September 2008, made before Emi Susilowati, S.H., Notary in Jakarta;
 - (iv) Personal Guarantee in favour of PT AP from Nio Yanthony as stated in Deed No. 22 dated 15 September 2008, made before Emi Susilowati, S.H., Notary in Jakarta;
 - (v) Corporate Guarantee in favour of PT AP from PT. Tri Artha Manunggal Pratama as stated in Deed No. 20 dated 15 September 2008, made before Emi Susilowati, S.H., Notary in Jakarta; and
 - (vi) Corporate Guarantee in favour of PT AP from PT. Green Festus as stated in Deed No. 21 dated 15 September 2008, made before Emi Susilowati, S.H., Notary in Jakarta,

and accordingly, the secured objects set out in sub-paragraphs (i) to (vi) above will be free of all claims, liens, interests and encumbrances upon the release of all encumbrances over Medan Fair currently registered in favour of PT. Bank Rakyat Indonesia (Persero) Tbk;

- 4.3.9 the passing of the necessary resolutions by the Medan Fair Vendor to approve the sale of the shares of Vibrance;
- 4.3.10 the approval by Unitholders given at an extraordinary general meeting for the Rights Issue for purposes of financing, inter alia, the Medan Fair Acquisition;
- 4.3.11 the approval in principle by the SGX-ST for the listing on the SGX-ST of new units in LMIR Trust to be issued pursuant to the Rights Issue having been obtained and not withdrawn;
- 4.3.12 the receipt of the subscription monies and issue of units under the Rights Issue;
- 4.3.13 the Trustee being reasonably satisfied with the results of its due diligence on Medan Fair, Vibrance, Zesty and PT AP;
- 4.3.14 the provision of a rental guarantee by the the Medan Fair Vendor to LMIR Trust in respect of the annual rental income to be derived from the Medan Fair Spaces for the two financial years ending 31 December 2012 and 31 December 2013 (the **“Medan Fair Deed of Rental Guarantee”**). For the avoidance of doubt, the rental guarantee amount covered under the Medan Fair Deed of Rental Guarantee will not be deducted from the Medan Fair Purchase Consideration;
- 4.3.15 the provision of a bank guarantee by a major banking institution with an international network to the Trustee that it will guarantee up to Rp.15.0 billion (S\$2.2 million) of the Medan Fair Vendor’s payment obligations to the Trustee under the Medan Fair Deed of Rental Guarantee;
- 4.3.16 the obligation of the Sponsor under the Sponsor Undertaking becoming unconditional in all respects; and
- 4.3.17 the appointment by the Medan Fair Vendor of a process agent (i) in accordance with the terms of the Medan Fair SPA and (ii) in relation to the Medan Fair Deed of Rental Guarantee and the Medan Fair Deed of Indemnity.

In addition to the above conditions precedent, the completion of the Medan Fair Acquisition is also subject to the following condition subsequent:

- 4.3.18 an extension of up to 2032 is obtained for the BOT AP within two years of the completion of the Medan Fair Acquisition. In the event that the extension of up to 2032 for the BOT AP is not obtained, the Medan Fair Vendor agrees to pay the Purchaser the Medan Fair Adjustment Sum (as defined herein) and the Medan Fair Adjustment Sum shall be set-off against the purchase consideration for the Medan Fair Extension. **“Medan Fair Adjustment Sum”** means an amount to be determined by an Approved Valuer²¹ appointed by the Trustee on the basis of the

21 **“Approved Valuer”** refers to any of the following property valuers:

- (i) Knight Frank or its affiliate(s) in Indonesia;
- (ii) CB Richard Ellis or its affiliate(s) in Indonesia;
- (iii) Jones Lang LaSalle Properties Consultants or its affiliate(s) in Indonesia;

difference between: (1) the value of PT AP's interest under the BOT AP to operate Medan Fair on the assumption that the BOT AP is extended until 2032, and (2) the value of PT AP's interest under the BOT AP to operate Medan Fair on the basis that the extension for the BOT AP is not obtained.

4.4 Indemnity relating to Medan Fair

The Trustee has also entered into the Medan Fair Deed of Indemnity with Mr Hendro Setiawan and Mr Nio Yantony pursuant to which Mr Hendro Setiawan and Mr Nio Yantony will indemnify the Trustee against certain liabilities or damage suffered by the Trustee arising out of or in connection with the Medan Fair SPA, subject to certain terms and conditions.

4.5 Rental Guarantee in relation to Medan Fair

The Manager has negotiated with the Medan Fair Vendor for the Medan Fair Deed of Rental Guarantee, which is for the amount of Rp.55.0 billion (S\$7.9 million) per annum for the years 2012 and 2013 (and partially backed by a banker's guarantee for the amount of Rp.15.0 billion (S\$2.2 million)).

The Medan Fair Deed of Rental Guarantee is likewise a rental revenue guarantee limited to the rental revenue from the Medan Fair Spaces, which in aggregate is expected to represent less than 55.3% of the annual Medan Fair Total Gross Revenue²² for FY2010. The Medan Fair Deed of Rental Guarantee is also intended to provide an indication of the rent attainable by LMIR Trust from the Medan Fair Spaces in the event of, amongst other things, vacancy periods and market rental shortfalls during the term of the Medan Fair Deed of Rental Guarantee and is intended to insulate LMIR Trust from unforeseen changes or disruptions in the business conditions of Medan Fair or the Indonesia retail market.

Under the terms of the Medan Fair Deed of Rental Guarantee, the Medan Fair Vendor, being the Medan Fair guarantor, will make good any shortfall between the actual rent derived from the Medan Fair Spaces achieved by Medan Fair and the agreed rental guarantee for each of the respective years during the period of the Medan Fair Deed of Rental Guarantee.

5. ADDITIONAL COSTS OF THE ACQUISITIONS

5.1 Pluit Village Acquisition Fee

LMIR Trust is expected to incur an acquisition fee of Rp.16.0 billion (or S\$2.3 million) in relation to the Pluit Village Acquisition (the "**Pluit Village Acquisition Fee**") (which is equal to 1.0% of the Pluit Village Purchase Consideration), which is payable in Units to the Manager pursuant to Clause 15.2.1 of the Trust Deed.

5.2 Medan Fair Acquisition Fee

LMIR Trust is expected to incur an acquisition fee of Rp.10.5 billion (or S\$1.5 million) in

(iv) Cushman & Wakefield or its affiliate(s) in Indonesia; and

(v) such other firm of professional valuers approved by the Trustee and the Medan Fair Vendor.

For the avoidance of doubt, the valuer appointed by the Trustee shall not be the valuer appointed by the Medan Fair Vendor (if any).

22 "**Medan Fair Total Gross Revenue**" refers to the aggregate of all income earned primarily from Medan Fair including rent, service charges, car park income, recoveries and other income derived from Medan Fair.

relation to the Medan Fair Acquisition (the “**Medan Fair Acquisition Fee**”) (which is equal to 1.0% of the Medan Fair Purchase Consideration), payable to the Manager pursuant to Clause 15.2.1 of the Trust Deed and which is payable in cash.

5.3 Other Fees in connection with the Acquisitions

LMIR Trust is expected to incur other estimated professional and other fees and expenses of S\$1.1 million in connection with the Acquisitions.

The total cost of the Acquisitions, inclusive of the aggregate purchase consideration of the Properties, the Pluit Village Acquisition Fee and the Medan Fair Acquisition Fee payable to the Manager, as well as other estimated professional and other fees and expenses incurred in connection with the Acquisitions, is expected to be Rp.2,684.2 billion (S\$385.4 million) (“**Total Acquisition Cost**”).

6. METHOD OF FINANCING

The Manager intends to finance the cash component²³ of the Total Acquisition Cost of S\$383.1 million as follows:

- (i) S\$332.0 million (which is equivalent to 98.6% of the gross proceeds of the Rights Issue); and
- (ii) S\$51.1 million from internal cash and working capital of LMIR Trust.

7. THE RIGHTS ISSUE

The Manager proposes to issue 1,086,516,497 Units through the renounceable Rights Issue to Eligible Unitholders on a pro rata basis of one (1) Rights Unit for every one (1) Existing Unit held as at the Rights Issue Books Closure Date, at an issue price of S\$0.31 per Rights Unit, fractional entitlements to be disregarded.

7.1 Status of Rights Units

The Rights Units will, upon allotment and issue, rank *pari passu* in all respects with the Existing Units in issue as at the date of issue of the Rights Units, including the right to any distributions which may accrue for the period from 1 October 2011 to 31 December 2011 as well as all distributions thereafter.

For the avoidance of doubt, the Rights Units will not be entitled to participate in the distribution of any distributable income accrued by LMIR Trust prior to 1 October 2011 (including the distribution period commencing from 1 June 2011 to 30 September 2011).

7.2 Eligible Unitholders

The Rights Units will be issued to eligible Unitholders, being Unitholders with Units standing to the credit of their Securities Account and whose registered addresses with The Central Depository (Pte) Limited (“**CDP**”) are in Singapore as at the Rights Issue Books Closure Date or who have, at least three Market Days²⁴ prior to the Rights Issue Books

23 For the avoidance of doubt, the cash component of the Total Acquisition Cost does not include the Pluit Village Acquisition Fee of Rp.16.0 billion (or S\$2.3 million) in connection with the Pluit Village Acquisition, which is payable in Units to the Manager pursuant to Clause 15.2.1 of the Trust Deed. Clause 15.2.1 of the Trust Deed states that the Manager is entitled to receive an acquisition fee calculated at the rate of 1.0% of the purchase price paid for any Authorised Investment (as defined in the Trust Deed) acquired from time to time by the Trustee on behalf of LMIR Trust, and the purchase price shall be the amount after deducting the interest of any co-owner or co-participant.

24 “**Market Day**” refers to 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.

Closure Date, provided CDP with addresses in Singapore for the service of notices and documents and such Unitholders who the Manager, on behalf of LMIR Trust, may determine, may be offered Rights Units without breaching applicable securities laws (“**Eligible Unitholders**”).

7.3 Proceeds of the Rights Issue

The Rights Issue is expected to raise gross proceeds of approximately S\$336.8 million and net proceeds of approximately S\$332.0 million.

7.4 Discount

Based on the Issue Price of S\$0.31, the Issue Price represents a discount of approximately 42.6% to the closing price of S\$0.540 per Unit based on all trades in the Units on the SGX-ST for the full Market Day on the Latest Practicable Date (the “**Closing Price**”)²⁵.

The Rights Issue Price also represents a discount of approximately 27.1% to the theoretical ex-rights price (“**TERP**”) of approximately S\$0.425 per Unit. The TERP is calculated as follows:

$$\text{TERP} = \frac{\text{Market Capitalisation of LMIR Trust}^{26} + \text{Gross proceeds from the Rights Issue}}{\text{Units outstanding after the Rights Issue}^{27}}$$

7.5 Excess Rights Units and Nil-Paid Rights

Eligible Unitholders are at liberty to accept in part or in full, decline, renounce or trade on the SGX-ST (during the “nil-paid” rights trading period prescribed by the SGX-ST) their provisional allotments of Rights Units and are eligible to apply for Rights Units in excess of their provisional allotments of Rights Units (the “**Excess Rights Units**”) at the Issue Price. In the allotment of Excess Rights Units, preference will be given to the rounding of odd lots. Each of the Sponsor, the Sponsor Subscribing Subsidiaries (as defined herein), other Substantial Unitholders (as defined herein) who have control or influence over the Manager in connection with the day-to-day affairs of the Manager or the terms of the Rights Issue, or have representation (direct or through a nominee) on the board of the Manager and directors of the Manager (“**Directors**”) will rank last in priority for the rounding of odd lots and allotment of Excess Rights Units.

7.6 Commitment by the Sponsor

Given the long exposure period of the Rights Issue, the current and further potential market uncertainties and the execution risks, the joint managers to the Rights Issue Standard Chartered Securities (Singapore) Pte. Limited (which is also acting as the sole financial adviser to the Rights Issue), CIMB Bank Berhad, Singapore Branch, Credit Suisse (Singapore) Limited, Merrill Lynch (Singapore) Pte. Ltd. and UBS AG, Singapore Branch, have indicated that they will not underwrite the Rights Issue. The Sponsor, which directly and/or through its subsidiaries and through its interest in the Manager, has

25 The Closing Price is the closing price on the Latest Practicable Date of S\$0.540 per Unit.

26 Market capitalisation of LMIR Trust as at the Latest Practicable Date was S\$586.7 million.

27 Comprising Existing Units as at the Latest Practicable Date and Rights Units.

deemed interests in 321,614,441 Units representing 29.6% of the voting rights of LMIR Trust as at 29 September 2011 (the “**Latest Practicable Date**”), has agreed to take up all of the Rights Units which are not taken up by other Unitholders and has provided an irrevocable undertaking to the Manager (the “**Sponsor Undertaking**”) that it will:

- (i) take up its *pro rata* entitlement of 321,614,441 Rights Units, representing approximately 29.6% of the total number of Rights Units in proportion to its unitholdings as at the date of the Sponsor Undertaking (the “**Sponsor Rights Units**”); and
- (ii) either directly or indirectly through one or more of its associates, existing subsidiaries (including LMIRT Management Ltd.) and/or new subsidiaries set up by the Sponsor to hold Units, (collectively, the “**Sponsor Subscribing Subsidiaries**”) and together with the Sponsor, the “**Subscribing Entities**”), subscribe for up to 764,902,056 Rights Units representing 70.4% of the total number of Rights Units (to the extent that they are not validly subscribed for under the Rights Issue) (collectively, the “**Sponsor Commitment Rights Units**”),

subject to the passing of all of the Unitholders’ resolutions for (i) the Pluit Village Acquisition, (ii) the Rights Issue and (iii) the Whitewash Resolution (as defined herein).

7.7 Use of Proceeds

The Rights Issue will raise gross proceeds of S\$336.8 million and net proceeds of S\$332.0 million. The proceeds raised (based on the Sponsor Undertaking) will be sufficient to meet the present funding requirements of LMIR Trust. The Manager expects to use the gross proceeds from the Rights Issue as follows²⁸:

- (i) S\$332.0 million (which is equivalent to 98.6% of the gross proceeds of the Rights Issue) to finance the cash component²⁹ of the Total Acquisition Cost³⁰; and
- (ii) S\$4.8 million (which is equivalent to 1.4% of the gross proceeds of the Rights Issue) for the total costs and expenses relating to the Rights Issue.

7.8 Approval in-Principle

The Manager is pleased to announce that the SGX-ST has given its approval in-principle for the listing and quotation of the Rights Units on the Main Board of the SGX-ST.

The SGX-ST’s in-principle approval is not an indication of the merits of the Rights Issue, the Rights Units, LMIR Trust and/or its subsidiaries.

The listing approval is subject to, among others, the following conditions:

- (i) compliance with the SGX-ST’s listing requirements;

28 The actual split in the use of proceeds may be adjusted to take into account the adjustment for the consolidated net assets or net liabilities of Grandley and Kindall (in the case of the Pluit Village Acquisition) and of Vibrance (in the case of the Medan Fair Acquisition).

29 For the avoidance of doubt, the cash component of the Total Acquisition Cost does not include the Pluit Village Acquisition Fee of Rp.16.0 billion (or S\$2.3 million) in connection with the Pluit Village Acquisition, which is payable in Units to the Manager pursuant to Clause 15.2.1 of the Trust Deed. Clause 15.2.1 of the Trust Deed states that the Manager is entitled to receive an acquisition fee calculated at the rate of 1.0% of the purchase price paid for any Authorised Investment (as defined in the Trust Deed) acquired from time to time by the Trustee on behalf of LMIR Trust, and the purchase price shall be the amount after deducting the interest of any co-owner or co-participant.

30 The remainder of the cash component Total Acquisition Cost of S\$51.1 million is to be funded by LMIR Trust’s internal cash and working capital.

- (ii) Unitholders' approval of the Pluit Village Acquisition, the Rights Issue and the Whitewash Resolution;
- (iii) a written undertaking from the Manager that it will make periodic announcements on the use of the proceeds from the Rights Issue and that it will provide a status report on the use of the proceeds in the annual report;
- (iv) a written undertaking from the Manager that in the allotment of any Excess Rights Units, preference will be given to the rounding of odd lots, and Directors and Substantial Unitholders will rank last in priority;
- (v) a written confirmation from financial institution(s) that the Sponsor, who has given the Sponsor Undertaking, has sufficient financial resources to fulfill its obligations under its undertakings; and
- (vi) submission of the notification referred to in Rule 864(4) of the Listing Manual, if applicable, upon any significant changes affecting the matter in the application for the listing and quotation of the Rights Units.

8. WHITEWASH RESOLUTION

The Manager proposes to seek approval from Independent Unitholders³¹ for a waiver of their right to receive a mandatory offer pursuant to the Singapore Code on Take-overs and Mergers (the "**Code**", and a mandatory offer pursuant to Rule 14 of the Code, a "**Mandatory Offer**") from the Sponsor and parties acting in concert with the Sponsor for the remaining issued Units not owned or controlled by the Sponsor and parties acting in concert with the Sponsor, that may be triggered as a result of:

- (i) the Subscribing Entities taking up provisional allotments of Rights Units allotted to them and, if applicable, through (i) the subscription for the Sponsor Commitment Rights Units pursuant to the Sponsor Undertaking, and/or (ii) the application by the Subscribing Entities for the Sponsor Excess Rights Units pursuant to the Rights Issue; and
- (ii) the receipt of the Pluit Village Acquisition Fee in Units by the Manager in its own capacity,

(collectively, the "**Unit Acquisitions**" and the waiver sought from Independent Unitholders pursuant to the Unit Acquisitions, the "**Whitewash Resolution**").

An application was made to the SIC on 29 August 2011 for the waiver of the obligation of the Sponsor and parties acting in concert with the Sponsor to make a Mandatory Offer should the obligation to do so arise as a result of the Unit Acquisitions. The SIC granted the waiver on 26 September 2011, subject to the satisfaction of certain conditions.

Details of the Whitewash Resolution will be set out in the Unitholders' circular to be issued in relation to the Transactions (the "**Unitholders' Circular**").

9. PRO FORMA FINANCIAL EFFECTS OF THE TRANSACTIONS

9.1 Pro Forma Financial Effects

The pro forma financial effects of the Transactions presented below are strictly for illustrative purposes only and were prepared based on:

31 "**Independent Unitholders**" means Unitholders other than the Sponsor, parties acting in concert with the Sponsor and parties which are not independent of the Sponsor.

- (i) the audited financial statements of Grandley, Kindall, Vibrance and Zesty for the year ended 31 December 2010;
- (ii) the audited financial statements of PT DWL and PT AP for the year ended 31 December 2010;
- (iii) LMIR Trust's audited consolidated financial statements for FY2010 (the "**FY2010 Audited Consolidated Financial Statements**");
- (iv) the consolidated financial statements of LMIR Trust for the six months ended 30 June 2011 (the "**6M 2011 Unaudited Financial Statements**"),

and assuming³²:

- (a) the cash component³³ of the Total Acquisition Cost is S\$383.1 million;
- (b) 1,086,516,497 Rights Units are issued at an Issue Price of S\$0.31 per Rights Unit;
- (c) net proceeds of S\$332.0 million are raised in the Rights Issue after taking into account the estimated costs of the Rights Issue of S\$4.8 million;
- (d) the remainder of the cash component of the Total Acquisition Cost of S\$51.1 million is funded by internal cash and working capital; and
- (e) 5,405,697 Units will be issued to the Manager in payment of the Pluit Village Acquisition Fee, assuming that such Units will be issued at the TERP of S\$0.425 per Unit.

9.2 Financial Year ended 31 December 2010

Pro Forma DPU and distribution yield

The pro forma financial effects of the Acquisitions on the distribution per unit ("**DPU**") and distribution yield for LMIR Trust for FY2010, as if LMIR Trust had purchased the Properties and completed the Rights Issue on 1 January 2010, and held and operated the Properties through to 31 December 2010, are as follows:

	<u>Actual⁽¹⁾</u>	<u>Pro Forma</u>
Distributable income (S\$'000).....	47,878	76,934
Units in issue and to be issued	1,081,706,758	2,172,654,371 ⁽³⁾
DPU (cents)	4.44	3.54
Distribution yield.....	8.38% ⁽²⁾	8.43% ⁽⁴⁾

Notes:

- (1) Based on the FY2010 Audited Consolidated Financial Statements.
- (2) Based on the actual DPU divided by the Closing Price on 31 December 2010 of S\$0.530.
- (3) The number of Units is arrived at after taking into account the issuance of (i) one Rights Unit for every one Existing Unit, (ii) new Units in payment of the Pluit Village Acquisition Fee, and (iii) new Units in payment of the performance fee as a result of additional Net Property Income after the Acquisitions.
- (4) Based on the adjusted DPU divided by the TERP of S\$0.42 per Unit.

32 The actual split in the use of proceeds may be adjusted to take into account the adjustment for the consolidated net assets or net liabilities of Grandley and Kindall (in the case of the Pluit Village Acquisition) and Vibrance (in the case of the Medan Fair Acquisition).

33 For the avoidance of doubt, the cash component of the Total Acquisition Cost does not include the Pluit Village Acquisition Fee of Rp.16.0 billion (or S\$2.3 million) in connection with the Pluit Village Acquisition, which is payable in Units to the Manager pursuant to Clause 15.2.1 of the Trust Deed.

Pro forma NAV per Unit

The pro forma financial effects of the Acquisitions on the NAV per Unit as at 31 December 2010, as if LMIR Trust had purchased the Properties and completed the Rights Issue on 31 December 2010, are as follows:

	Actual⁽¹⁾	Pro Forma
NAV (S\$ '000).....	901,909	1,233,687
Units in issue and to be issued	1,081,706,758	2,168,811,866 ⁽²⁾
NAV per Unit (cents).....	83.38	56.88

Notes:

(1) Based on the FY2010 Audited Consolidated Financial Statements.

(2) The number of Units is arrived at after taking into account the issuance of (i) one Rights Unit for every one Existing Unit, and (ii) new Units in payment of the Pluit Village Acquisition Fee.

Pro forma capitalisation

The following table sets forth the pro forma capitalisation of LMIR Trust as at 31 December 2010, as if LMIR Trust had purchased the Properties and completed the Rights Issue on 31 December 2010.

	As at 31 December 2010	
	Actual⁽¹⁾	Pro Forma
	(S\$ '000)	(S\$ '000)
Short-term debt:		
Unsecured.....	-	-
Secured.....	-	-
Total short-term debt.....	-	-
Long-term debt:		
Unsecured.....	-	-
Secured.....	125,000	125,000
Total long-term debt.....	125,000	125,000
Total debt.....	125,000	125,000
Unitholders funds	901,909	1,233,687
Total Capitalisation.....	1,026,909	1,358,687

Note:

(1) Based on the FY2010 Audited Consolidated Financial Statements.

9.3 Six months ended 30 June 2011

Pro Forma DPU and distribution yield

The pro forma financial effects of the Acquisitions on the DPU and distribution yield for LMIR Trust for 6M2011, as if LMIR Trust had purchased the Properties and completed the Rights Issue on 1 January 2011, and held and operated the Properties through to 30 June 2011, are as follows:

	Actual⁽¹⁾	Pro Forma
Distributable income (S\$'000).....	24,531	35,384
Units in issue and to be issued	1,084,967,455	2,176,206,522 ⁽³⁾
DPU (cents)	2.26	1.63
Distribution yield.....	7.47% ⁽²⁾	7.11% ⁽⁴⁾

Notes:

- (1) Based on the 6M 2011 Unaudited Financial Statements.
- (2) Based on the annualised DPU divided by the Closing Price on 30 June 2011 of S\$0.605.
- (3) The number of Units is arrived at after taking into account the issuance of (i) one Rights Unit for every one Existing Unit, (ii) new Units in payment of the Pluit Village Acquisition Fee, and (iii) new Units in payment of the performance fee as a result of additional Net Property Income after the Acquisitions.
- (4) Based on the annualised adjusted DPU divided by the TERP of S\$0.46 per Unit.

Pro forma NAV per Unit

The pro forma financial effects of the Acquisitions on the NAV per Unit as at 30 June 2011, as if LMIR Trust had purchased the Properties and completed the Rights Issue on 30 June 2011, are as follows:

	Actual⁽¹⁾	Pro Forma
NAV (S\$ '000).....	917,810	1,251,155
Units in issue and to be issued	1,084,967,455	2,174,956,596 ⁽²⁾
NAV per Unit (cents).....	84.59	57.53

Notes:

- (1) Based on the 6M 2011 Unaudited Financial Statements.
- (2) The number of Units is arrived at after taking into account the issuance of (i) one Rights Unit for every one Existing Unit, and (ii) new Units in payment of the Pluit Village Acquisition Fee.

Pro forma capitalisation

The following table sets forth the pro forma capitalisation of LMIR Trust as at 30 June 2011, as if LMIR Trust had purchased the Properties and completed the Rights Issue on 30 June 2011.

	As at 30 June 2011	
	Actual⁽¹⁾	Pro Forma
	(S\$ '000)	(S\$ '000)
Short-term debt:		
Unsecured.....	-	-
Secured.....	125,000	125,000
Total short-term debt.....	125,000	125,000
Long-term debt:		
Unsecured.....	-	-
Secured.....	-	-
Total long-term debt.....	-	-
Total debt.....	125,000	125,000
Unitholders funds	917,810	1,251,155

	As at 30 June 2011	
	Actual⁽¹⁾	Pro Forma
Total Capitalisation.....	1,042,810	1,376,155

Note:

(1) Based on the 6M 2011 Unaudited Financial Statements.

10. AUDIT COMMITTEE STATEMENT

The audit committee of the Manager will be obtaining an opinion from an independent financial advisor before coming to its view on the Pluit Village Acquisition.

11. OTHER INFORMATION

11.1 Relative Figures Computed on the Bases set out in Rule 1006 of the Listing Manual

The relative figures for the Acquisitions computed on the bases set out in Rule 1006 of the Listing Manual are as follows:

- (i) the net profits attributable to the assets acquired, compared with LMIR Trust's net profits; and
- (ii) the aggregate value of the consideration given, compared with LMIR Trust's market capitalisation.

Comparison of:	The Properties	LMIR Trust	Relative Figure
Net Property Income ⁽¹⁾⁽²⁾⁽³⁾	Pluit Village : Rp. 172.8 billion (S\$25.8 million)	Rp. 571.1 billion (S\$85.3 million)	30.2%
	Medan Fair: Rp. 77.5 billion (S\$11.6 million)		13.6%
	Total Net Property Income of the Properties :		43.8%
	Rp. 250.3 billion (S\$37.4 million)		
Purchase Consideration against LMIR Trust's market capitalisation	Pluit Village : Rp.1,600.0 billion (S\$229.7 million) ⁽⁴⁾	LMIR Trust's market capitalisation: S\$586.7 million ⁽⁵⁾⁽⁶⁾	39.2%
	Medan Fair: Rp.1,050.0 billion (S\$150.8 million) ⁽⁴⁾		25.7%
	Total Purchase Consideration of the Properties :		64.9%
	Rp.2,650.0 billion (S\$380.5 million) ⁽⁴⁾		

Notes:

- (1) In the case of a real estate investment trust, the net property income is a close proxy to the net profits attributable to its assets.
- (2) Based on the FY2010 Audited Consolidated Financial Statements.
- (3) Based on FY2010 average rupiah exchange rate of S\$1.00 to Rp 6,697.7.
- (4) Based on illustrative rupiah exchange rate of S\$1.00 to Rp 6,964.3.
- (5) Based on the closing price of S\$0.540 per Unit on the SGX-ST on the Latest Practicable Date.
- (6) Based on Units in issue as at the Latest Practicable Date.

11.2 Interests of Directors and Substantial Unitholders³⁴

11.2.1 Interests of Directors of the Manager

As at the Latest Practicable Date, the details of the unitholdings of the Directors are as follows:

Unitholder	Direct Interest	Deemed Interest	Total Interest	% Interest ⁽¹⁾
Mr Albert Saychuan Cheok.....	200,000	-	200,000	0.02
Ms Viven Gouw Sitiabudi	-	-	-	-
Mr Douglas Chew	-	-	-	-
Mr Bunjamin J. Mailool	-	-	-	-
Mr Lee Soo Hoon, Phillip.....	-	-	-	-

Note:

(1) The percentage interest is based on total issued Units of 1,086,516,497 as at the Latest Practicable Date.

Save as disclosed above and based on information available to the Manager, none of the Directors has an interest, direct or indirect, in the Pluit Village Acquisition.

11.2.2 Interests of Substantial Unitholders

The details of the unitholdings of the Substantial Unitholders who are interested in the Pluit Village Acquisition as at the Latest Practicable Date are as follows:

Unitholder	Direct Interest	Deemed Interest	Total Interest	% Interest ⁽¹⁾
Bridgewater International Ltd ("BIL").....	295,511,944	-	295,511,944	27.2
PT. Sentra Dwimandiri ("PTSD") ⁽²⁾	-	295,511,944	295,511,944	27.2
PT. Lippo Karawaci Tbk ⁽³⁾ ...	-	321,614,441	321,614,441	29.6

Notes:

- (1) The percentage interest is based on total issued Units of 1,086,516,497 as at the Latest Practicable Date.
- (2) PTSD directly and/or through its subsidiaries wholly-owns BIL and is deemed to be interested in the Units held by BIL.
- (3) PT Lippo Karawaci Tbk directly and/or through its subsidiaries wholly-owns BIL and is deemed to be interested in the Units held by BIL. PT Lippo Karawaci Tbk also directly and/or through its subsidiaries wholly-owns the Manager and is deemed to be interested in the 26,102,497 Units (representing 2.4% of the Existing Units) held by the Manager.

As at the Latest Practicable Date, the Sponsor, directly and/or through its

³⁴ "Substantial Unitholders" refers to Unitholders with an interest in more than 5.0% of all Units in issue.

subsidiaries and through its interest in the Manager (i) has deemed interests of 29.6% in LMIR Trust and (ii) wholly-owns the Manager, and is therefore regarded as a “controlling unitholder” of LMIR Trust and “controlling shareholder” of the Manager under both the Listing Manual and (where applicable) the Property Funds Appendix. Lippo Capital Limited, an associate of the Sponsor, has an effective interest of 46.0% in Grand Investment and 13.3% in Excel Investment, and therefore has an effective interest of 18.1% in PT DWL.

Based on information available to the Manager in the Register of Unitholders, the other Substantial Unitholders are ABN AMRO Asset Management (Asia) Limited (6.35%), CPI Capital Partners Asia Pacific L.P. (8.84%), APG Algemene Pensioen Groep N.V. (9.84%) and Stichting Pensioenfonds ABP (9.84%).

11.3 Other Interested Person Transactions

Prior to the Latest Practicable Date, LMIR Trust had entered into several interested person transactions with certain associates of the Sponsor during the course of the current financial year (“**Existing Interested Person Transactions**”) and the details are set out in **Appendix C** to this Announcement. These Existing Interested Person Transactions relate to leases signed by the various interested persons as tenants of the existing properties of LMIR Trust.

These Existing Interested Person Transactions have been subject to the internal control procedures established by the Manager to ensure that such transactions are undertaken on normal commercial terms and are not prejudicial to the interests of LMIR Trust or its minority Unitholders. These procedures include the review and approval of such transactions by the Manager’s audit committee. These transactions comply with the requirements of Chapter 9 of the Listing Manual.

11.4 Directors’ Service Contracts

No person is proposed to be appointed as a Director in relation to the Acquisitions or any other transactions contemplated in relation to the Acquisitions.

12. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at the registered office of the Manager at 50 Collyer Quay, #06-07 OUE Bayfront, Singapore 049321³⁵ from the date of the Unitholders’ Circular up to and including the date falling three months after the date of the Unitholders’ Circular:

- (i) the Pluit Village SPA;
- (ii) the Medan SPA;
- (iii) the full valuation report on Pluit Village by KJPP Willson & Rekan;
- (iv) the full valuation report on Pluit Village by KJPP Damianus Ambur;
- (v) the 6M 2011 Unaudited Financial Statements; and
- (vi) the letter from KPMG Corporate Finance Pte Ltd to the independent directors of

35 Prior appointment with the Manager will be appreciated.

the Manager, being Mr Albert Saychuan Cheok, Mr Lee Soo Hoon, Phillip and Mr Goh Tiam Lock, containing its advice in relation to the Pluit Village Acquisition and the Whitewash Resolution.

The Trust Deed will also be available for inspection at the registered office of the Manager for so long as LMIR Trust continues to be in existence.

13. FURTHER DETAILS

Further details, including the convening of the extraordinary general meeting of Unitholders to seek the necessary approvals from Unitholders, will be announced at a later date.

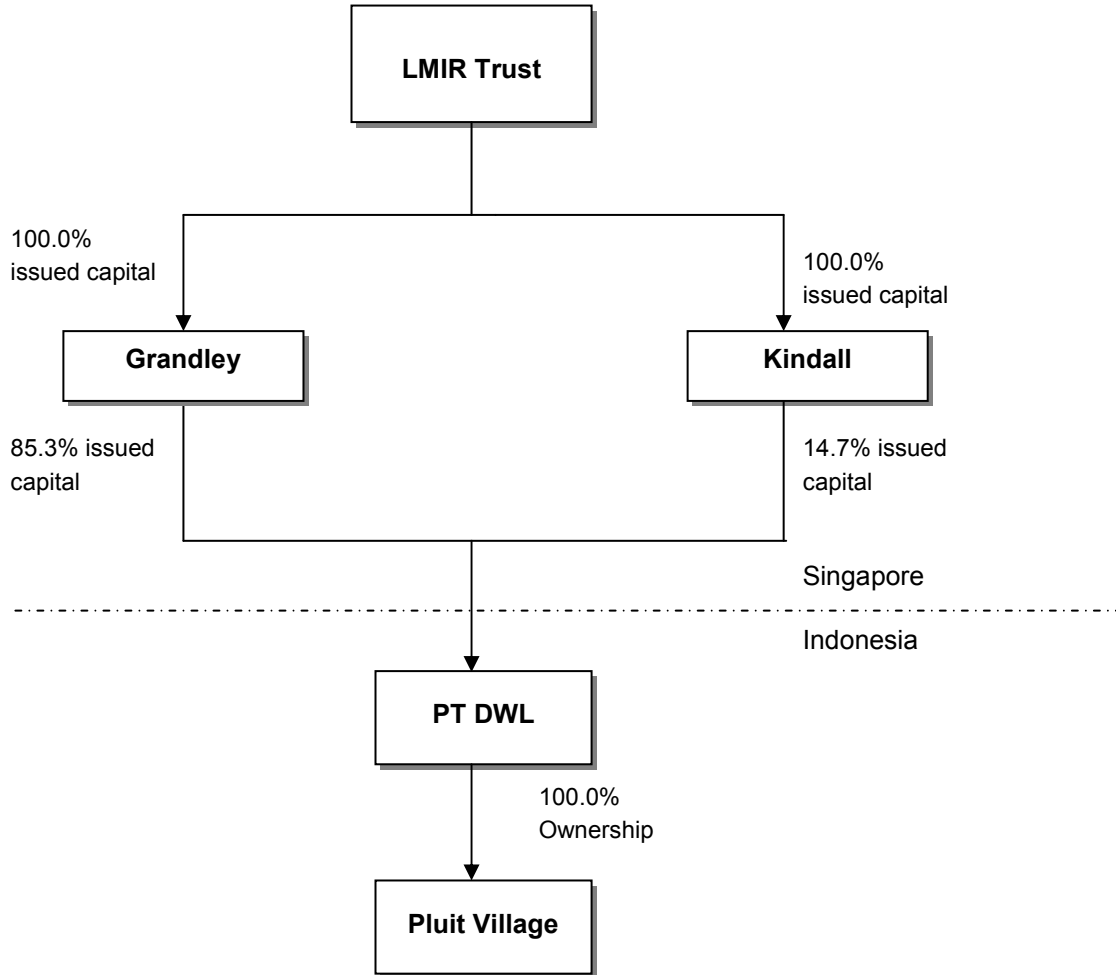
By Order of the Board

Ms Viven Gouw Sitiabudi
Executive Director of the Board and Chief Executive Officer
LMIRT Management Ltd.
(as manager of Lippo Malls Indonesia Retail Trust)
(Company registration no. 200707703M)

30 September 2011

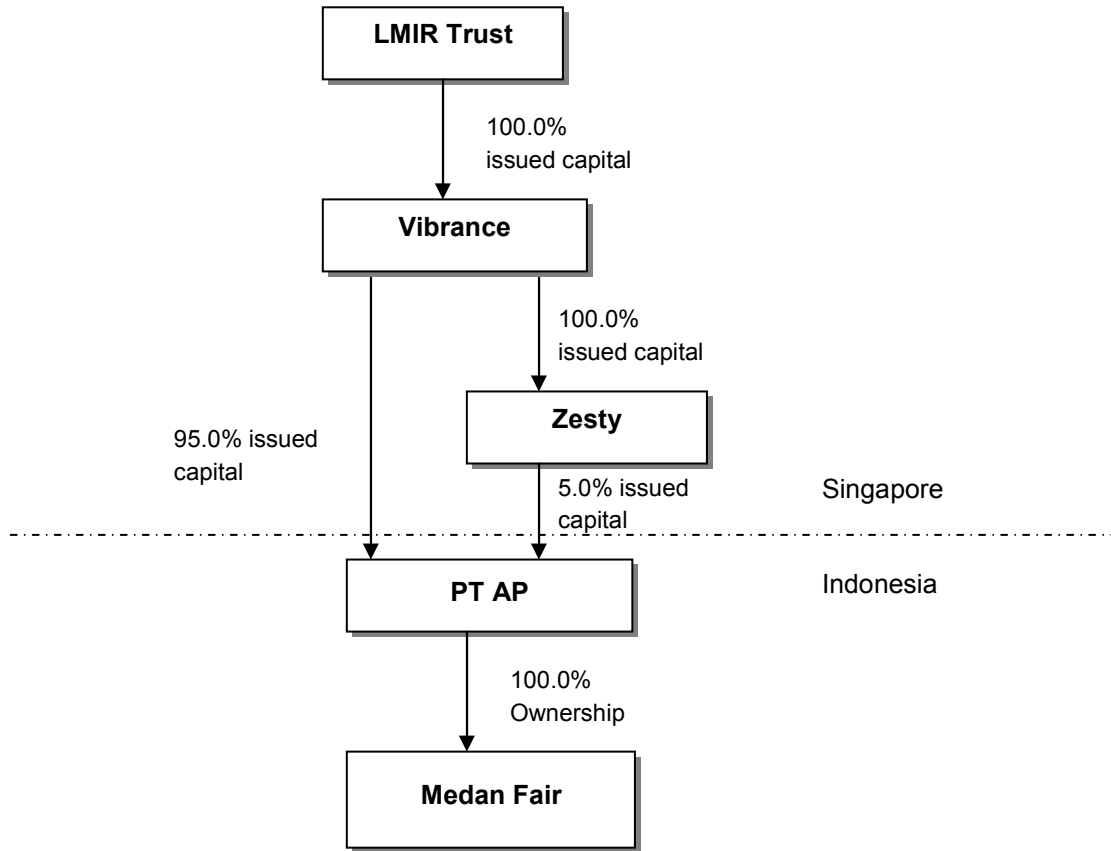
APPENDIX A

Chart illustrating the structure under which Pluit Village is proposed to be held by LMIR Trust upon completion of the Pluit Village Acquisition



APPENDIX B

Chart illustrating the structure under which Medan Fair will be held by LMIR Trust upon completion of the Medan Fair Acquisition



EXISTING INTERESTED PERSON TRANSACTIONS

No.	Interested Person	Nature of Transaction ⁽¹⁾ (Property Rental Revenue)	Area (sq m)	Start Date	Value of Transaction (Rp.)	Value of Transaction (S\$) ⁽²⁾	Percentage of NAV ⁽³⁾
1.	PT. Siloam Sarana Karya (Siloam Specialist Clinic)	Rental period for 6 months, Unit Floor 7/005 At Plaza Semanggi	499.61	From 6 August 2010 to 5 February 2011	148,384,170	21,306.40	0.0023%
2.	PT. Jakarta Globe Media (Jakarta Globe)	Rental period for 36 months, Unit Floor 9/007 At Plaza Semanggi	911.60	From 1 August 2008 to 31 July 2011	2,297,396,088	329,881.84	0.0359%
3.	PT. Matahari Department Store Tbk	Rental period for 11 years, Unit S03, 5-8, 28-35, 41 At Gajah Mada Plaza	3,392.2	From 11 December 2009 to 10 December 2020	29,164,549,580	4,187,721.61	0.4563%
4.	PT. Matahari Department Store Tbk	Rental period for 11 years, Unit LG-S4, FF-C6, SF-C7 At Istana Plaza	4,737.87	From 11 December 2009 to 10 December 2020	52,501,730,340	7,538,694.53	0.8214%
5.	PT. First Media Tbk (Wimax)	Rental period for 3 years, Unit Roof 18th Floor At Plaza Semanggi	1 base transceiver station, 3 poles and 3 antennas	From 1 December 2009 to 30 November 2012	348,777,457	50,080.76	0.0055%
6.	PT. Times Prima Indonesia (Times Book Store)	Rental monthly, At Cibubur Junction	110.65	From 1 January 2011 to 30 June 2011 (6 Months)	53,112,000	7,626.32	0.0008%
7.	PT. Times Prima Indonesia (Times Book Store)	Rental monthly, At Bandung Indah Plaza	74.99	From 1 January 2011 to 30 June 2011 (6 Months)	35,995,200	5,168.53	0.0006%

8.	PT. Times Prima Indonesia (Times Book Store)	Rental monthly, At Istana Plaza	70.04	From 1 January 2011 to 30 June 2011 (6 Months)	33,619,200	4,827.36	0.0005%
9.	PT. Times Prima Indonesia (Times Book Store)	Rental monthly, At Plaza Semanggi	36.00	From 1 January 2011 to 30 June 2011 (6 Months)	17,280,000	2,481.23	0.0003%
10.	University Of Pelita Harapan	Rental period for 5 years, Unit Floor L3-29/30/28A At Plaza Semanggi	98.00	From 1 July 2010 To 30 June 2015	6,232,800,000	894,964.32	0.0975%
11.	University Of Pelita Harapan	Rental period for 5 years, Unit Floor L16 & 17 (Office Tower) At Plaza Semanggi	1,869.52	From 1 May 2010 To 30 April 2015	10,095,408,000	1,449,594.07	0.1579%
12.	PT. Bank National Nobu	Rental period for 5 years. Unit Ground Floor parking area at Cibubur Junction	60.00	Letter of Intent	413,550,000	59,381.42	0.0065%
13.	PT. Bank National Nobu	Rental period for 5 years, Unit Ground Floor A1 at Istana Plaza	53.00	From 1 September 2011 ⁽⁴⁾ to 31 August 2016	365,302,500	52,453.58	0.0057%
Total					101,707,904,535	14,604,181.97	1.59

Notes:

- (1) This excludes the master leases of the 7 Retail Spaces which were entered into as at the time of the initial public offering of LMIR Trust.
- (2) Based on the illustrative rupiah exchange rate of S\$1.00 is to Rp.6,964.3.
- (3) Based on the NAV of LMIR Trust of S\$917.8 million as at 30 June 2011.
- (4) Estimated.

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.