



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

NOTICE OF EXTRAORDINARY GENERAL MEETING

LIPPO MALLS INDONESIA RETAIL TRUST

NOTICE IS HEREBY GIVEN that an EXTRAORDINARY GENERAL MEETING of Lippo Malls Indonesia Retail Trust (“**LMIR Trust**”) will be held at Marina Mandarin Singapore, Leo and Capricorn, Level 1, 6 Raffles Boulevard, Marina Square, Singapore 039594 on 29 April 2015, Wednesday at 3.30 p.m. (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of LMIR Trust to be held at 3.00 p.m. on the same day and at the same place) (the “**EGM**”), for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution proposed as an Ordinary Resolution:

ORDINARY RESOLUTION – APPROVAL FOR THE WHITEWASH RESOLUTION

That subject to the conditions in the letter from the Securities Industry Council dated 25 March 2015 being fulfilled, the Unitholders, other than PT Lippo Karawaci Tbk, being the sponsor of LMIR Trust (the “**Sponsor**”), parties acting in concert with the Sponsor and parties which are not independent of the Sponsor, hereby (on a poll taken) waive their rights to receive a mandatory offer from the Sponsor and parties acting in concert with the Sponsor, which includes any of its associates (including LMIRT Management Ltd.), for all the Units not already owned by the Sponsor and parties acting in concert with the Sponsor, in the event that they incur a mandatory bid obligation pursuant to Rule 14 of the Singapore Code on Take-overs and Mergers as a result of the receipt of up to 75% of the 1Q2015 Management Fee (as defined in the unitholders’ circular dated 10 April 2015 (the “**Circular**”)) which the Manager elects to be paid in the form of Units for the three-month period ended 31 March 2015 (the “**1Q2015 Management Fee Units**”) pursuant to Clause 15.1.7 of the trust deed dated 8 August 2007 constituting LMIR Trust (as amended).

The foregoing item of business is more fully described in the Circular.

BY ORDER OF THE BOARD
LMIRT Management Ltd.
(as manager of Lippo Malls Indonesia Retail Trust)
(Company Registration No. 200707703M)

Lynn Wan Tiew Leng
Elizabeth Krishnan
Company Secretaries
10 April 2015

Important Notice:

- (1) A unitholder of LMIR Trust (“**Unitholder**”) entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a Unitholder.
- (2) Where a unitholder of LMIR Trust appoints more than one proxy, the appointments shall be invalid unless he/she specifies the proportion of his/her holding (expressed as a percentage of the whole) to be represented by each proxy.
- (3) The instrument appointing a proxy must be lodged at the Unit Registrar’s Office at Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time appointed for the Extraordinary General Meeting.

Personal data privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a Unitholder (i) consents to the collection, use and disclosure of the Unitholder’s personal data by LMIR Trust (or its agents) for the purpose of the processing and administration by LMIR Trust (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for LMIR Trust (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the Unitholder discloses the personal data of the Unitholder’s proxy(ies) and/or representative(s) to LMIR Trust (or its agents), the Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by LMIR Trust (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Unitholder will indemnify LMIR Trust in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder’s breach of warranty.