NOTICE OF MEETINGS

THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt about any aspect of this Notice or the terms of the Extraordinary Resolution set out herein and/or the action you should take, you should immediately consult your stockbroker, bank manager, solicitor, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000 (if you are in the United Kingdom) or another appropriately authorised independent financial adviser.

This Notice is for the attention of the holders of the \$\$75,000,000 4.10 per cent. senior notes due 2020 comprised in Series 005 (ISIN SG6YB4000009) issued In LINE Capital Pie. Ltd. under the \$\$750.000.000 Guaranteed Euro Medium Term Note Programme, the \$\$100.000.000 4.50 per cent. senior notes due 2018 comprised in Series 001 (ISIN SG6ZJ4000009) issued by LMIRT Capital Pte. Ltd. under the \$\$1,000,000 Line Medium Term Securities Programme and the \$\$140,000,000 7.00 per cent. Perpetual Securities comprised in Series 002 (ISIN SG74H8000008) issued by HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malis Indonesia Retail Trust) under the \$\$1,000,000,000 Euro Medium Term Securities Programme. UNITHOLDERS OF LIPPO MALLS INDONESIA RETAIL TRUST WHO ARE NOT OTHERWISE SECURITYHOLDERS (AS DEFINED BELOW) WILL NOT BE ELIGIBLE TO ATTEND OR VOTE AT THE RELEVANT MEETING (AS DEFINED BELOW) EITHER IN PERSON OR IN PROXY.

COLMIR TRUST

LMIRT CAPITAL PTE. LTD.

(a company incorporated in Singapore with limited liability) (UEN/Company registration number: 201212428M) (LMIRT Capital)

HSBC INSTITUTIONAL TRUST SERVICÉS (SINGAPORE) LIMITED (in its capacity as trustee of Lippo Malls Indonesia Retail Trust) (UEN/Company registration number: 194900022R)

(the LMIRT Trustee) (each, an Issuer and collectively, the Issuers) NOTICE OF SEPARATE MEETINGS

to the holders of the outstanding

- \$\$75,000,000 4.10 per cent. senior notes due 200 comprised in Series 005 (ISIN SG6YB4000009) (the Series 005 Securities) issued by LMIRT Capital under the \$\$750,000,000 Guaranteed Euro Medium Term Note Programme unconditionally and irrevocably guaranteed by the LMIRT Trustee and
- S\$100,000,000 4.50 per cent. senior notes due 2018 comprised in Series 001 (ISIN SG6ZJ4000009) (the Series 001 Securities) issued by LMIRT Capital under the \$\$1,000,000,000 Euro Medium Term Securities Programme unconditionally and irrevocably guaranteed by the LMIRT Trustee

\$\$140,000,000 7.00 per cent. Perpetual Securities comprised in Series 002 (ISIN SG74H8000008) (the Series 002 Securities) issued by the LMIRT Trustee under the S\$1,000,000,000 Euro Medium Term Securities Programme (each, a Series and collectively, the Securities)

NOTICE IS HEREBY GIVEN that, pursuant to:

- in respect of the Series 005 Securities, Condition 11 of the terms and conditions of the Series 005 Securities and the provisions of Schedule 3 to the trust deed dated 25 June 2012, as amended, modified and supplemented by the supplemental trust deed dated 15 October 2015 (the **\$\$750,000,000 EMTN Programme Trust Deed**) constituting the Series 005 Securities and, in each case, made between LMIRT Capital, the LMIRT Trustee and Citicorp
- International Limited, as trustee for the holders of the Series 005 Securities, and in respect of each of the Series 001 Securities and the Series 002 Securities, Condition 11 of the respective terms and conditions of the Series 001 (b) Securities and the Series 002 Securities, and the provisions of Schedule 5 to the trust deed dated 8 September 2015 (the **S\$1,000,000,000 EMTN Programme Trust Deed** and together with the S\$750,000,000 EMTN Programme Trust Deed, each a relevant **Trust Deed**) constituting the Series 001 Securities and the Series 002 Securities, respectively, and made between LMIRT Capital, the LMIRT Trustee and Citicorp International Limited, as

Securities and the Series 002 Securities, respectively, and made between LMIRI Capital, the LMIRI Trustee and Citicorp International Limited, as trustee for the holders of the Series 001 Securities and the Series 002 Securities, respectively, separate meetings (each, a **Meeting** and together, the **Meetings**) of the holders of each Series (collectively, the **Securityholders**) convened by (in the case of the Series 005 Securities, in **Collectrustees**) LMIRT Capital and the LMIRT Trustee, and (in the case of the Series 002 Securities) the LMIRT Trustee, will be held at the offices of LMIRT Management Ltd., 50 Collyer Quay, #06-07 OUE Bayforth, Singapore to 100, Securities, in (Singapore time) in respect of the Series 001 Securities, in (Singapore time) in respect of the series 001 Securities, in (Singapore time) in respect of Series 001 Securities, in (Singapore time) in respect of Series 001 Securities, and (b) thereof (the Eliphility Condition) and which with any implementation of that resolution being subject to satisfaction of the condition set out in paragraph 6(b) thereof (the Eliphility Condition) and which will be pronosed as a senarcte Extraordingan Resolution in respect of and Serier 6 Securities (b) thereof (the Eliphility Condition) and which will be pronosed as a senarcte Entraordingan Resolution in respect of the secrition of Securities. will be proposed as a separate Extraordinary Resolution in respect of each Series of Securities in accordance with the provisions of the relevant Trust Deed. Unless the context otherwise requires, capitalised terms used in this notice shall bear the meanings given to them in the Consent Solicitation Statement (as defined in "Backaround to the Notice of Meetinas" below).

The form of the relevant Extraordinary Resolution to be proposed to the holders of the Securities of each Series, at the relevant Meeting for that Series, is set out below.

EXTRAORDINARY RESOLUTION IN RESPECT OF THE SERIES 005 SECURITIES

"THAT this meeting (the **Meeting**) of the holders (Securityholders) of the outstanding \$\$75,000,000 4.10 per cent. senior notes due 2020 comprised in Series 005 (ISIN SG6Y84000009) (the **Securities**) of LMIRT Capital Pte. Ltd. (LMIRT Capital) guaranteed by HS8C Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust (LMIRT Trust)) (the LMIRT Trustee), constituted by a trust deed dated 25 June 2012, as amended, modified and supplemented by a supplemental trust deed dated 15 October 2015 (the **Trust Deed**), in each case, between LMIRT Capital, the LMIRT Trustee and Citicorp International Limited, as trustee (the **Trustee**) for the Securityholders HEREBY:

- (subject to paragraph 6 of this Extraordinary Resolution) sanctions and approves the Proposal (as defined in the Consent Solicitation Statement (subject to paragraph of this Extraordinary resonation) satisfies and approves the Proposal (as defined in the Consent Solicitation Satement dated 1 November 2017 from LIMIR Capital and the LIMIRT Trustee addressed to, *inter alios*, the Securityholders) in respect of the Securities and its implementation on and subject to the conditions set out in the Proposal;
- (subject to paragraph 6 of this Extraordinary Resolution) assents to (a) the modifications of the terms and conditions of the Securities (the **Conditions**), as set out in Schedule 2 Part (b the Trust Deed and as completed by the pricing supplement dated 15 June 2015 (the **Pricing Supplement**) and (b) the consequential modifications of the Trust Deed and the Agency Agreement (as defined below), to provide for the substitution of Perpetual (Asia) Limited as the new Trustee of LMIR Trust (the **New LMIRT Trustee**) in place of the LMIRT Trustee in its capacity as guarantor in respect of the Securities
- (subject to paragraph 6 of this Extraordinary Resolution) assents to and authorises, directs, requests and empowers the Trustee to concur with the modifications set out in paragraph (2) above, and:

(a) the execution of: an amended and restated pricing supplement relating to the Pricing Supplement in respect of the Securities (the Amended and Restated Pricing Supplement) by LMIRT Capital and the New LMIRT Trustee; (i)

- a deed of novation relating to the Trust Deed in respect of the Securities (the **Trust Deed Deed of Novation**) between LMIRT Capital, the LMIRT Trustee, the New LMIRT Trustee and the Trustee; and (ii)
- (iii) a deed of novation relating to the Agency Agreement in respect of the Securities (the Agency Agreement Deed of Novation and together with the Amended and Restated Pricing Supplement and the Trust Deed Deed of Novation, the Novation Documents) between LMIRT Capital, the LMIRT Trustee, the New LMIRT Trustee, the Trustee and the other counterparties thereto, in each case to effect the modifications referred to in paragraphs 1 and 2 of this Extraordinary Resolution, in the form or substantially in the form

of the drafts produced to this Meeting and for the purpose of identification signed by the chairman thereof, with such amendments thereto (if any) as the Trustee shall require or agree to on such terms and conditions as the Trustee may in its absolute discretion decide and to concur in and do all acts and things (including making consequential amendments to the Conditions) as the Trustee may consider necessary or expedient to give effect to this Extraordinary Resolution; and

- LMIRT Capital, the LMIRT Trustee, the LMIRT Manager (as defined below), the New LMIRT Trustee and the Trustee to execute and to do all such (b) other deeds, linstruments, acts and things as may be necessary, desirable or expedient to carry out and to give effect to this Extraordinary Resolution and the implementation of the Proposal and of this Extraordinary Resolution;
- discharges and exonerates LMIRT Capital, the LMIRT Trustee, the LMIRT Manager, the Solicitation Agent (as defined below), the Trustee, the Meeting and Tabulation Agent (as defined below) and any of their respective officers and directors from all liability to the Securityholders in connection with the Proposal and this Extraordinary Resolution and their implementation;
- (subject to arguing the of this) the strateging of the second se Conditions and/or the Trust Deed, involved in, resulting from or to be effected by the amendments referred to in paragraphs (1) to (4) above;
- 6 declares that the implementation of this Extraordinary Resolution shall be conditional on:
- (a) the passing of this Extraordinary Resolution; and
- the quorum events of the calculation and the requisite majority of votes cast at, the Meeting being satisfied by Eligible Securityholders (as defined below), irrespective of any participation at the Meeting by Ineligible Securityholders (as defined below) and further resolves that, in the event this (b) Extraordinary Resolution is passed at the Meeting but this condition is not satisfied, the chairman of the Meeting, LMIRT Capital, the LMIRT Trustee and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting on the same basis (including quorum) as for an adjournment of the Meeting where the necessary quorum is not obtained, for the purpose of reconsidering paragraphs 1 to 8 of this Extraordinary Resolution (with the exception of resolution 6(b) of this Extraordinary Resolution) at the adjourned Meeting, and in place of the foregoing provisions of resolution 6(b) the relevant condition will be satisfied if the quorum required for, and the requisite majority of votes cast at, the adjourned Meeting are satisfied by Eligible Securityholders irrespective of any participation at the adjourned Meeting use of the ligible securityholders irrespective of any participation at the adjourned Meeting by Ineligible Securityholders:
- irrevocably waives any claim that Securityholders may have against LMIRT Capital, the LMIRT Trustee, the LMIRT Manager and the Trustee arising as a result of JMIRT Gapital, the LMIRT Trustee, the LMIRT Manager and the Trustee acting upon this Extraordinary Resolution and/or its entry into and performance under the Novation Documents and confirms that Securityholders further confirm that they will not seek to hold LMIRT Capital, the LMIRT Trustee, the LMIRT manager or the Trustee liable for such loss or damage;
- acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below: Agency Agreement has the meaning provided for such term in the Conditions in respect of the Securities;

modifications set out in paragraph (2) above, and: (a) the execution of:

- an amended and restated pricing supplement relating to the Pricing Supplement in respect of the Securities (the Amended and Restated Pricing Supplement) by the New LMIRT Trustee;
- (ii) a deed of novation relating to the Trust Deed in respect of the Securities (the Trust Deed Deed of Novation) between the LMIRT Trustee, the New LMIRT Trustee, the Trustee and the other counterparties thereto;
- (iii) a deed of novation relating to the Agency Agreement in respect of the Securities (the Agency Agreement Deed of Novation) between the LMIRT Trustee, the New LMIRT Trustee, the Trustee and the other counterparties thereto; and
- (iv) a deed of novation relating to the Deed of Covenant (as defined below) in respect of the Securities (the Deed of Covenant Deed of Novation and together with the Amended and Restated Pricing Supplement, the Trust Deed Ded of Novation and the Agency Agreement Deed of Novation, the Novation Documents) between the LMIRT Trustee, the New LMIRT Trustee and the Trustee,

in each case to effect the modifications referred to in paragraphs 1 and 2 of this Extraordinary Resolution, in the form or substantially in the form of the drafts produced to this Meeting and for the purpose of identification signed by the chairman thereof, with such amendments thereto (if any) as the Trustee shall require or agree to on such terms and conditions as the Trustee may in its absolute discretion decide and to concur in and do all acts and things (including making consequential amendments to the Conditions) as the Trustee may consider necessary or expedient to give effect to this Extraordinary Resolution; and

- the LMIRT Trustee, the New LMIRT Trustee, the LMIRT Manager (as defined below) and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient to carry out and to give effect to this Extraordinary Resolution and the implementation of the Proposal and of this Extraordinary Resolution;
- discharges and exonerates the LMIRT Trustee, the LMIRT Manager, the Solicitation Agent (as defined below), the Trustee, the Meeting and Tabulation Agent (as defined below) and any of their respective officers and directors from all liability to the Securityholders in connection with the Proposal and this Extraordinary Resolution and their implementation;

(subject to paragraph 6 of this Extraordinary Resolution) sanctions and assents to any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Securityholders against the LMIRT Trustee, whether or not such rights arise under the Conditions and/or the 5. Trust Deed, involved in, resulting from or to be effected by the amendments referred to in paragraphs (1) to (4) above; declares that the implementation of this Extraordinary Resolution shall be conditional on:

- the passing of this Extraordinary Resolution; and

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the quorum required for, and the requisite majority of votes cast at, the Meeting being satisfied by Eligible Securityholders (as defined below), irrespective of any participation at the Meeting by Ineligible Securityholders (as defined below) and further resolves that, in the event this Extraordinary Resolution is passed at the Meeting but this condition is not satisfied, the chairman of the Meeting, the LMIRT Trustee and the Enclose are hereby authorised, directed, requested and empowered to adjourn this Meeting on the same basis (including quorum) as for an adjournment of the Meeting where the necessary quorum is not obtained, for the purpose of reconsidering paragraphs 1 to 8 of this Extraordinary Resolution (with the exception of resolution 6(b) of this Extraordinary Resolution) at the adjourned Meeting, and in place of the foregoing provisions of resolution 6(b) the relevant condition will be satisfied if the quorum required for, and the requisite majority of votes cast at, the adjourned Meeting are satisfied by Eligible Securityholders irrespective of any participation at the adjourned Meeting by Ineligible Securityholders;

irrevocably waives any claim that Securityholders may have against the LMIRT Trustee, the LMIRT Manager and the Trustee arising as a result of any loss or damage which Securityholders may suffer as a result of the LMIRT Trustee, the LMIRT Manager and the Trustee arising as a result of any Resolution and/or its entry into and performance under the Novation Documents and confirms that Securityholders further confirm that they will not seek to hold the LMIRT Trustee, the LMIRT Manager or the Trustee liable for such loss or damage; and
acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

Agency Agreement has the meaning provided for such term in the Conditions in respect of the Securities;

Deed of Covenant has the meaning provided for such term in the Conditions in respect of the Securities;

Eligible Securityholder means each Securityholder who is (a) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (b) otherwise a person to whom the Proposal in respect of the Securities can be lawfully made and that may lawfully participate in the Proposal in respect of the Securities;

Ineligible Securityholder mass each Securityholder who is not a person to whom the Proposal in respect of the Securities is being made, on the basis that such Securityholder is either (a) a U.S. person and/or located or resident in the United States and/or (b) a person to whom the Proposal in respect of the Proposal cannot otherwise be lawfully made;

LMIRT Manager means LMIRT Management Ltd. (in its capacity as manager of LMIR Trust);

Meeting and Tabulation Agent means Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services) (in its capacity as meeting

and tabulation agent in respect of the Securities):

Securities Act means the U.S. Securities Act of 1933, as amended; and

Solicitation Agent means CIMB Bank Berhad (acting through its Singapore Branch) (in its capacity as solicitation agent)."

Background to the Proposal

The Consent Solicitation Statement provided by the Issuers dated 1 November 2017 (the Consent Solicitation Statement) a copy of which will be mailed to The outside solution statement provide by the sector state 1 working 2017 (the consent solution statement), a copy of which will be made to each person who is shown in the record of The Central Depository (Pte) Limited (**CDP**) as a holder of each Series (a **Direct Participant**) as indicated below, and a copy of which is available for viewing and/or collection by the Securityholders of each Series as indicated below, explains the background to and reasons for, gives details of, and invites Securityholders to approve (at the relevant Meeting), the Proposal (as defined therein), with any implementation of the relevant Extraordinary Resolution being subject to satisfaction of the Eligibility Condition. Securityholders of each Series are urged to read the Consent Solicitation Statement carefully.

All of the dates and times herein are subject to earlier deadlines or other timings that may be set by CDP or any intermediary.

Securityholders are advised to check with the bank, securities broker, CDP or other intermediary through which they hold their Securities whether such intermediary applies different deadlines for any of the events specified herein, and then to adhere to such deadlines if such deadlines are prior to the deadlines set out herein.

Terms used but not defined herein shall have the meanings given to them in the Consent Solicitation Statement and the relevant Trust Deed Consent Fee

As described in the Consent Solicitation Statement, subject to the fulfilment of the Settlement Conditions (as defined herein) (a) (in the case of the Series 005 Securities and the Series 001 Securities) LMIRT Capital, failing whom the LMIRT Trustee, and (b) (in the case of the Series 002 Securities) the LMIRT Trustee will pay to the Eligible Securityholders that have submitted or delivered, or arranged to have submitted or delivered on their behalf:

valid and unrevoked Voting Instructions in favour of an Extraordinary Resolution to the Meeting and Tabulation Agent on or prior to 5.00 p.m. (Singapore time) on 15 November 2017, or such other later time and date as LMIRT Capital or, as the case may be, the LMIRT Trustee may determine (the Earlybird Consent Expiration Date), a one-time fee (the Earlybird Consent Fee) of 0.15 per cent. of the principal amount of the Securities in respect of which such votes were cast (being an amount equal to \$\$375 per \$\$250,000 principal amount of the Securities that are the subject of such Voting Instructions) (less any bank charges, which shall be borne by such Securityholders); or

valid and unrevoked Voting Instructions in favour of an Extraordinary Resolution to the Meeting and Tabulation Agent after the Earlybird Consent Expiration Date but on or prior to 10.00 a.m. (Singapore time) in respect of the Series 005 Securities, 10.20 a.m. (Singapore time) in respect of the Series 001 Securities and 10.40 a.m. (Singapore time) in respect of the Series 002 Securities, 10.20 a.m. (Singapore time) in respect of the Iater time and date as LIMIRT Capital or, as the case may be, the LIMIRT Trustee may determine (the Final Consent Fee) of 0.10 per cent. of the principal amount of the Securities in respect of which south votes were cast (being an amount equal to 2000 December 2017 on the Capital or as the Capital and the Capital and the Capital or the to the Securities in respect of which south votes were cast (being an amount equal to 2000 December 2017 Decem to \$\$250 per \$\$250,000 principal amount of the Securities that are the subject of such Voting Instructions) (less any bank charges, which shall be borne by such Securitvholders)

For the avoidance of doubt. Securityholders who are eligible to receive the Earlybird Consent Fee will not additionally receive the Final Consent Fee Eligible Securityholders who deliver Voting Instructions which are not in favour of the relevant Extraordinary Resolution or who deliver invalid Voting Instructions, or who deliver Voting Instructions after the Final Consent Expiration Date, or who do not deliver Voting Instructions will not be eligible to receive a Consent Fee. Securityholders who elect to attend and vote at the relevant Meeting will not be eligible to receive any Consent Fee, regardless of whether they vote for or against the relevant Extraordinary Resolution.

The payment of the Earlybird Consent Fee or, as the case may be, the Final Consent Fee in respect of the relevant Series of Securities is conditional upon the following:

- the Securityholders of each Series duly passing the relevant Extraordinary Resolution approving the Proposal;
- the Eligibility Condition in respect of each Series being duly satisfied;
- the Novation Documents in respect of each Series being duly executed; and
- the relevant becurityholders duly completing and returning to the Meeting and Tabulation Agent (in respect of the Series 005 Securities and the Series 001 Securities), the Voting Instruction Form or (in respect of the Series 002 Securities) the Proxy Form on or prior to (in the case of the Earlybird Consent Fee) the Earlybird Consent Expiration Date or the Voting Instruction Form or the Proxy Form on or prior to (in the case of the Final Consent Fee) the Final Consent Expiration Date or , if applicable, the Adjournment Expiration Date, and in each case, providing complete details of a lide or the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date, and in each case, providing complete details of a lide or the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date, and in each case, providing complete details of a lide or the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date, and in each case, providing complete details of a lide or the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date, and in each case, providing complete details of a lide or the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date, and in each case, providing complete details of a lide or the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date or the Final Consent Fee) the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date or the Final Consent Fee) the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date or the Final Consent Fee) the final Consent Fee) the final Consent Expiration Date or , if applicable, the Adjournment Expiration Date or the Final Consent Fee) the Final Consent Fee) the Final Consent Fee) the Final Consent Fee) the Final Consent Expiration Date or , if applicable, the Adjournment Expiration Date or the Final Consent Fee) the Final Consent Fee) the Final Consent Fee) the Final Cons valid account with a bank in Singapore to which the Earlybird Consent Fee or, as the case may be, the Final Consent Fee should be credited as required in the Voting Instruction Form or the Proxy Form (as the case may be);

the holders of the Series 003 Securities duly passing the extraordinary resolution approving the relevant proposal as set out in the Series 003 Securities (e) Notice of Meeting and fulfilment of the Series 003 Securities Settlement Conditions,

(collectively, the Settlement Conditions).

Provided that the Settlement Conditions are fulfilled, the Earlybird Consent Fee or, as the case may be, the Final Consent Fee will be credited to the account To the Securityholder eligible to receive such fee on the Consent Payment Date. The relevant Issuer may elect to waive any Settlement Condition at its sole and absolute discretion. In any event, none of LMIRT Capital, the LMIRT Trustee, the LMIRT Manager, the Solicitation Agent, the Trustee or the Meeting and Tabulation Agent shall be liable for any delay in payment of the Earlybird Consent Fee or, as the case may be, the Final Consent Fee arising from the bank account details in a Voting Instruction Form or, as the case may be, Proxy Form not having been duly completed. All questions as to the payment (or non-payment) of any Consent Fee will be determined by the relevant Issuer, in its sole discretion, which determination

shall be final and binding. The Meeting and Tabulation Agent shall incur no liability whatsoever for having acted on the written instructions of the relevant Issuer in connection with the payment (or non-payment) of any Consent Fee. Under no circumstances shall any of the Issuers, the LMIRT Manager, the Solicitation Agent, the Trustee, the Meeting and Tabulation Agent, and any of their respective affiliates, directors and employees be under any duty to give any notification to any Securityholder on the payment (or non-payment) of any Consent Fee, and shall any of such entities or persons incur any liability in connection with the payment (or non-payment) of any Consent Fee or the failure to give such notification.

Ineligible Securityholder Payment

Any Securityholder who is not an Eligible Securityholder, on the basis that such Securityholder is either (a) a U.S. person and/or located or resident in

3. (subject to paragraph 6 of this Extraordinary Resolution) assents to and authorises, directs, requests and empowers the Trustee to concur with the modifications set out in paragraph (2) above, and: at the times specified above.

> A copy of the Consent Solicitation Statement will be mailed to the Direct Participants with an address in Singapore. In order to avoid any violation of laws applicable in countries other than Singapore, the Consent Solicitation Statement has not been and will not be mailed to Direct Participants who do not presently have an address in Singapore (Foreign Securityholders). Foreign Securityholders who wish to obtain a copy of the Consent Solicitation Statement should provide in writing such address in Singapore to the Meeting and Tabulation Agent, not later than five days before the Final Consent Expiration Date.

General

In accordance with normal practice, the Trustee and the Meeting and Tabulation Agent express no opinion on the merits of the Proposal or any Extraordinary Resolution. The Trustee has, however, authorised it to be stated that, on the basis of the information set out in the Consent Solicitation Statement (which it recommends that Securityholders read carefully) and in this Notice, it has no objection to the Extraordinary Resolutions referred to above being submitted to the Securityholders for their consideration. The Trustee and the Meeting and Tabulation Agent have not been involved in the formulation or negotiation. to the decontributers for their consideration. The inside and the weeting and rabutation regent have not been involved in the formation in regionation of the Proposal. Securityholders of each Series who are unsure of the consequences of voting in favour of the relevant Extraordinary Resolution should seek their own independent legal, tax and financial advice.

The attention of Securityholders of each Series is particularly drawn to the quorum required for each Meeting and for any adjourned Meeting which is set out in "Quorum and Adjournment" below.

The Consent Solicitation Statement does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of any of the Issuers or any other entity. The distribution of the Consent Solicitation Statement may nonetheless be restricted by law in certain jurisdictions.

Persons into whose possession the Consent Solicitation Statement comes are required by LMIRT Capital, the LMIRT Trustee, the LMIRT Manager, the Solicitation Agent, the Trustee and the Meeting and Tabulation Agent to inform themselves about, and to observe, any and all applicable restrictions in connection with the Consent Solicitation or acceptance of the Proposals. The Consent Solicitation Statement does not constitute a solicitation in any circumstances in which such solicitation is unlawful None of LMIRT Capital, the LMIRT Trustee, the LMIRT Manager, the Solicitation Agent, the Trustee or the Meeting and Tabulation Agent will incur any liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

Votina Procedures

The relevant provisions governing the convening and holding of each Meeting are set out in Schedule 3 or Schedule 5, as the case may be, to the relevant Trust Deed, copies of which are available for inspection as referred to above.

Series 005 Securities and Series 001 Securities

To be eligible to attend or vote at the relevant Meeting either in person or by proxy, Securityholders of each Series should complete and sign a Voting Instruction Form to instruct the Meeting and Tabulation Agent to either issue a Voting Certificate or comply with a Voting Instruction. Such Voting Instruction Form must be submitted to the Meeting and Tabulation Agent at the specified office of the Meeting and Tabulation Agent set out below. In the case of Securityholders who are individuals, copies of such Securityholder's passport or identity card will have to be submitted to the Meeting and Tabulation Agent at the determinant of the determinant of

Tabulation Agent together with the Voting Instruction Form.

Securityholders of each Series who have submitted or delivered, or arranged to have submitted or delivered on their behalf. (and not subsequently revoked) a valid Voting Instruction on or prior to the Final Consent Expiration Date need take no further action in relation to voting on the relevant Extraordinary Resolution at the Meeting.

A Securityholder who has not submitted or delivered or arranged for the submission or delivery of Voting Instructions to the Meeting and Tabulation Agent and wishes to attend and vote at the relevant Meeting in person must produce at the relevant Meeting a valid Voting Certificate issued by the Meeting and Tabulation Agent.

A Securityholder of any Series not wishing to attend and vote at the relevant Meeting in person may deliver a Voting Certificate or Voting Certificates to the person to whom he wishes to attend on his behalf or give a Voting Instruction (on a Voting Instruction Form) instructing the Meeting and Tabulation Agent to appoint one of the employees, officers or agents of the Meeting and Tabulation Agent (nominated by it) as proxy(ies) to attend and vote at the relevant Meeting in accordance with such Securityholders' instructions.

Series 002 Securities

(a)

(c)

TO ITS TIMINGS.

at the conclusion of such Meeting.

the Adjournment Expiration Date).

Voting Requirements

Securities of the relevant Series then outstanding.

Quorum and Adjournment

A Securityholder is entitled to attend the relevant Meeting and to speak and vote thereat if his or its name appears in the records of CDP as a holder of the Securityholder which is a corporation may, by delivering to the Meeting and Tabulation Agent not later than 24 hours before the time fixed for the relevant Meeting a resolution of its directors or other governing body, authorise any person to act as its representative in connection with the Meeting.

Every Securityholder entitlet to vote may vote (in the case of an individual) in person or by proxy or (in the case of a corporation) in person through an appointed representative or by proxy. A proxy or representative may be appointed in the following circumstances: (a) a Securityholder may (in the case of an individual) sign a Proxy Form or (in the case of a corporation) execute a Proxy Form under its common

seal or arrange for a Proxy Form to be signed on its behalf by an attorney or duly authorised officer of the corporation and deliver the same to the specified office of the Meeting and Tabulation Agent designated by the Meeting and Tabulation Agent, instructing the Meeting and Tabulation Agent to appoint an employee, officer or agent of the Meeting and Tabulation Agent (nominated by it) as a proxy(ies) to attend and vote at the relevant Meeting in accordance with his instructions to act on his or its behalf in connection with the relevant Meeting. Any Securityholder who wishes to give voting instructions on a Provy Form in respect of his Security(ise) must first arrange for his Security(ise) to be earnarked by CDP and submit a dup completed Proxy Form to the Meeting and Tabulation Agent not less than 48 hours before the time fixed for the relevant Meeting. The Meeting and Tabulation Agent shall accept the relevant Voting Instructions: and

a Securityholder which is a corporation may, by delivering to the Meeting and Tabulation Agent not later than 24 hours before the time fixed for the relevant Meeting a resolution of its directors or other governing body, authorise any person to act as its representative in connection with the relevant Meeting.

Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof failing previous registration with the relevant issuer must be lodged with the instrument of proxy, failing which the instrument may be treated as invalid. Completion and return of the Proxy Form by a Securityholder will not prevent him from attending and speaking at the relevant Meeting if he so wishes. Voting instructions issued via a Proxy Form (including an appointment of proxy) by a Securityholder shall not be deema to be revoked merely because such Securityholder attends the Meeting in person. In such event, such Securityholder may only attend and speak (but not vote) at the Meeting.

Securityholders should note that the latest time and date for obtaining a Voting Certificate and for issuing, amending or revoking a Voting Instruction or an Earmarking Instruction Letter is the Final Consent Expiration Date or, if applicable any Adjournment Expiration Date.

Securityholders of each Series who have submitted or delivered, or arranged to have submitted or delivered on their behalf, (and not subsequently revoked) a valid Voting Instruction on or prior to the Final Consent Expiration Date or, as the case may be, the Adjournment Expiration Date need take no further action in relation to voting on the relevant Extraordinary Resolution at the relevant Meeting or, as the case may be, any adjournment of the relevant Meeting Earmarking Period

Each Security/holder is to note that upon the delivery of the Voting Instruction Form or the Proxy Form or the Earmarking Instruction Form to the Meeting and Tabulation Agent, the Meeting and Tabulation Agent will proceed to request CDP to earmark the direct securities account or securities sub-account in which his Securities are credited and Securities so earmarked will not be released until the earliest of:

(i) in respect of a Voting Certificate or Voting Certificates, the surrender to the Meeting and Tabulation Agent of such Voting Certificate(s) by the

Yinal Consent Expiration Date or, if applicable, the Adjournment Expiration Date and notification by the Meeting and Tabulation Agent to CDP of such surrender or the compliance in such other manner with the rules of CDP or (ii) in respect of Voting Instructions by way of a Voting Instruction Form or Proxy Form, the notification in writing of any revocation of a Securityholder's previous instructions to the Meeting and Tabulation Agent by the Final

Consent Expiration Date or, if applicable, the Adjournment Expiration Date and (in respect of the Voting Instructions by way of a Voting Instruction Form) if the Meeting and Tabulation Agent has caused a block voting instruction to be delivered to the relevant (same then being notified in writing by the Meeting and Tabulation Agent to the relevant (save or the Trustee at its registered office or by the chairman of the relevant Meeting in each case at least 24 hours before the time appointed for holding the relevant Meeting and such Securities ceasing in accordance with the procedures

in the case of Securityholders who are eligible to receive the Consent Fee, the time of the payment of the Earlybird Consent Fee or (as the case may

in all other cases, including in the case where the Securities of the relevant Series are held by Securityholders who have attended the relevant Meeting

and have voted in favour of or against the relevant Extraordinary Resolution and such votes have not been validly revoked, the conclusion of the relevant Meeting (or, if applicable, any adjournment of the relevant Meeting); and

DURING THE EARMARKING PERIOD. THE SECURITIES WHICH ARE THE SUBJECT OF A VOTING INSTRUCTION FORM OR PROXY FORM OR EARMARKING

DUSTRUCTION LETTER MAY NOT BE TRADED OR TRANSFERRED. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, SECURITHOLDERS OF EACH Series should note that the relevant securities will be earmarked by CDP in accordance with its procedures and subject to its timings. Similarly, securities so earmarked will also be released by CDP in accordance with its procedures and subject to

Each block voting instruction is, during the period commencing 24 hours prior to the time for which the relevant Meeting or any adjourned such Meeting is convened and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment.

No Voting Instruction or Earmarking Instruction Letter may be revoked during the period starting 48 hours before the time fixed for the Meeting and ending

As further set out in the relevant Trust Deed, the quorum required at each Meeting to pass the relevant Extraordinary Resolution is two or more persons holding or representing not less than 66 2/3 per cent. In principal amount of the Securities of the relevant Series then outstanding. No business (except choosing a chairman) shall be transacted unless the requisite quorum is present at the commencement of business at the relevant Meeting.

If (a) within fifteen minutes from the time initially fixed for the relevant Meeting, a quorum is not present or (b) the necessary quorum is obtained and the Extraordinary Resolution passed but the Eligibility Condition relating to such Extraordinary Resolution is not satisfied, such Meeting shall be adjourned

until such date being not less than 14 and not more than 42 days later, and time and place as the chairman may decide. At least ten days' notice of such

adjourned Meeting must be given in the same manner as the original Meeting and such notice shall state the quorum required at such adjourned Meeting. The quorum required at any adjourned Meeting is two or more persons holding or representing not less than 25 per cent. in principal amount of the

Voting Certificates obtained and Voting Instructions and Earmarking Instruction Letters given by the Securityholders of any Series in respect of the relevant Meeting shall remain valid for such adjourned Meeting (unless (in the case of Voting Certificates) surrendered to the Meeting and Tabulation Agent before the time appointed for holding such adjourned Meeting) or (in the case of Voting Instructions and Earmarking Instruction Letters) revoked on or prior to

of CDP and with the agreement of the Meeting and Tabulation Agent to be held to its order;

be) the Final Consent Fee to such Securityholders;

the termination of the Consent Solicitation.

Eligible Securityholder means each Securityholder who is (a) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (b) otherwise a person to whom the Proposal in respect of the Securities can be lawfully made and that may lawfully participate in the Proposal in respect of the Securities:

Ineligible Securityholder means each Securityholder who is not a person to whom the Proposal in respect of the Securities is being made, on the basis that such Securityholder is either (a) a U.S. person and/or located or resident in the United States and/or (b) a person to whom the Proposal in respect of the Proposal cannot otherwise be lawfully made:

LMIRT Manager means LMIRT Management Ltd. (in its capacity as manager of LMIR Trust);

Meeting and Tabulation Agent means Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services) (in its capacity as meeting and tabulation agent in respect of the Securities)

Securities Act means the U.S. Securities Act of 1933, as amended; and

Solicitation Agent means CIMB Bank Berhad (acting through its Singapore Branch) (in its capacity as solicitation agent)."

EXTRAORDINARY RESOLUTION IN RESPECT OF THE SERIES 001 SECURITIES

"THAT this meeting (the **Meeting**) of the holders (Securityholders) of the outstanding SS100,000,000 4.50 per cent. senior notes due 2018 comprised in Series 001 (ISIN SG6ZJ4000009) (the Securityholders) of the outstanding SS100,000,000 4.50 per cent. senior notes due 2018 comprised in Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust (LMIRT Crust) (the LMIRT Trustee), constituted by a trust deed dated 8 September 2015 (the Trust Deed) between LMIRT Capital Int Limit Trustee and Cilicorp International Limited, as trustee (the Trustee) for the Securityholders HEREBY.

- (subject to paragraph 6 of this Extraordinary Resolution) sanctions and approves the Proposal (as defined in the Consent Solicitation Statement dated Sources to paragraphic to this extractionally resolution satisfies and approves the Proposal (as defined in the consent outcation statement date 1 November 2017 from LMIRT Capital and the LMIRT Trustee addressed to, *inter alias*, the Securityholders) in respect of the Securities and its implementation on and subject to the conditions set out in the Proposal;
- (subject to practication of containing set out in the Proposal, (subject to paragraph 6 of this Extraordinary Resolution) assents to (a) the modifications of the terms and conditions of the Securities (the **Conditions**), as set out in Schedule 3 to the Trust Deed and as completed by the pricing supplement dated 18 November 2015 (the **Pricing Supplement**) and (b) the consequential modification of the Trust Deed and the Agency Agreement (as defined below), to provide for the substitution of Perpetual (Asia) Limited as the new Trustee of LMIR Trust (the **New LMIRT Trustee**) in place of the LMIRT Trustee in its capacity as guarantor in respect of the Securities;
- (subject to paragraph 6 of this Extraordinary Resolution) assents to and authorises, directs, requests and empowers the Trustee to concur with the modifications set out in paragraph (2) above, and:

(a) the execution of:

- an amended and restated pricing supplement relating to the Pricing Supplement in respect of the Securities (the Amended and Restated (i)
- a deed of novation relating to the Trust Deed in respect of the Securities (the Trust Deed Deed of Novation) between LMIRT Capital and the New LMIRT Trustee; (ii) LMIRT Trustee, the New LMIRT Trustee and the Trustee; and
- (iii) a deed of novation relating to the Agency Agreement in respect of the Securities (the Agency Agreement Deed of Novation and together with the Amended and Restated Pricing Supplement and the Trust Deed Deed of Novation. Ite **Novation Documents**) between LMIRT Capital, the LMIRT Trustee, the New LMIRT Trustee, the Trustee and the other counterparties thereto,

in each case to effect the modifications referred to in paragraphs 1 and 2 of this Extraordinary Resolution, in the form or substantially in the form of the drafts produced to this Meeting and for the purpose of identification signed by the chairman thereof, with such amendments thereto (if any) as the Trustee shall require or agree to on such terms and conditions as the Trustee may in its absolute discretion decide and to concur in and do all acts and things (including making consequential amendments to the Conditions) as the Trustee may consider necessary or expedient to give effect to this Extraordinary Resolution; and

- LMIRT Capital, the LMIRT Trustee, the LMIRT Manager (as defined below), the New LMIRT Trustee and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient to carry out and to give effect to this Extraordinary Resolutior and the implementation of the Proposal and of this Extraordinary Resolution:
- discharges and exonerates LMIRT Capital, the LMIRT Trustee, the LMIRT Manager, the Solicitation Agent (as defined below), the Trustee, the Meeting and Tabulation Agent (as defined below) and any of their respective officers and directors from all liability to the Securityholders in connection with the Proposal and this Extraordinary Resolution and their implementation;
- (subject to paragraph 6 of this Extraordinary Resolution) sanctions and assents to any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Securityholders against LMIRT Capital or the LMIRT Trustee, whether or not such rights arise under the Conditions and/or the Trust Deed, involved in, resulting from or to be effected by the amendments referred to in paragraphs (1) to (4) above;
- declares that the implementation of this Extraordinary Resolution shall be conditional on:
- (a) the passing of this Extraordinary Resolution: and
- the guorum required for, and the requisite majority of votes cast at, the Meeting being satisfied by Eligible Securityholders (as defined below). (b) inseptetive of any participation at the Meeting by Ineligible Securityholders (as defined before) and further resolves that, in the event this Extraordinary Resolution is passed at the Meeting but this condition is not satisfied, the chairman of the Meeting, LMIRT Capital, the LMIRT Trustee and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting on the same basis (including ouorum as for an adjournment of the Meeting where the necessary quorum is not obtained, for the purpose of reconsidering paragraphs 1 to 3 of this Extraordinary Resolution (with the exception of resolution 6(b) of this Extraordinary Resolution) at the adjourned Meeting, and in place of the foregoing provisions of resolution 6(b) the relevant condition will be satisfied if the guorum required for, and the requisite majority of votes cast at, the adjourned Meeting are satisfied by Eligible Securityholders irrespective of any participation at the adjourned Meeting by Ineligible Securityholders:
- irrevocably waives any claim that Securityholders may have against LMIRT Capital, the LMIRT Trustee, the LMIRT Manager and the Trustee arising as a result of any loss or damage which Securityholders may suffer as a result of LMIRT Capital, the LMIRT Trustee, the LMIRT Manager and the Trustee acting upon this Extraordinary Resolution and/or its entry into and performance under the Novation Documents and confirms that Securityholders further confirm that they will not seek to hold LMIRT Capital, the LMIRT Trustee, the LMIRT Manager or the Trustee liable for such loss or damage; and

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below Agency Agreement has the meaning provided for such term in the Conditions in respect of the Securities;

Eligible Securityholder means each Securityholder who is (a) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the Securities Act) and (b) otherwise a person to whom the Proposal in respect of the Securities can be lawfully made and that

may lawfully participate in the Proposal in respect of the Securities; Ineligible Securityholder means each Securityholder who is not a person to whom the Proposal in respect of the Securities is being made, on the basis that such Securityholder is either (a) a U.S. person and/or located or resident in the United States and/or (b) a person to whom the Proposal in respect of the Proposal cannot otherwise be lawfully made; and

LMIRT Manager means LMIRT Management Ltd. (in its capacity as manager of LMIR Trust);

Meeting and Tabulation Agent means Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services) (in its capacity as meeting tion agent in respect of the Securities)

Securities Act means the U.S. Securities Act of 1933, as amended; and

Solicitation Agent means CIMB Bank Berhad (acting through its Singapore Branch) (in its capacity as solicitation agent).

EXTRAORDINARY RESOLUTION IN RESPECT OF THE SERIES 002 SECURITIES

"THAT this meeting (the **Meeting**) of the holders (**Securityholders**) of the outstanding S\$140,000,000 7.00 per cent. Perpetual Securities comprised in Series 002 (ISIN SG74H8000008) (the **Securities**) of HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia When Control and the control of the control of the constituted by a trust deed dated & September 2015 (the **Trust Deed**) between, *inter alios*, the LMIRT Trustee and Citicorp International Limited, as trustee (the **Trustee**) for the Securityholders HEREBY:

- (subject to paragraph 6 of this Extraordinary Resolution) sanctions and approves the Proposal (as defined in the Consent Solicitation Statement dated 1 November 2017 from, *inter alias*, the LMIRT Trustee addressed to, *inter alias*, the Securityholders) and its implementation on and subject to the conditions set out in the Proposal:
- (subject to paragraph 6 of this Extraordinary Resolution) assents to (a) the modifications of the terms and conditions of the Securities (the Conditions as set out in Schedule 4 to the Trust Deed and as completed by the pricing supplement dated 22 September 2016 (the **Pricing Supplement**) and (b) the consequential modification of the Trust Deed and the Agency Agreement (as defined below), to provide for the substitution of Perpetual (Asia) Limited as the new trustee of LMIR Trust (the **New LMIRT Trustee**) in place of the LMIRT Trustee in its capacity as issuer in respect of the Securities;

Hury securityholder is not an Engine securityholder, on the basis that such securityholder is entirel at a 0.5. person a whom the Proposal cannot otherwise be lawfully made (ach an Ineligible Securityholder) may be eligible, to the extent permitted by applicable laws and regulations, to receive an amount of 0.15 per cent. of the principal amount of the Securities (being an amount equal to SS375 per SS250,000 principal amount of the Securities) (the Ineligible Securityholder Early Payment) or an amount equal to 0.10 per cent. of the principal amount of the Securities (being an amount equal to SS250,000 principal amount of the Securities) (the Ineligible Securityholder Early Payment) or an amount equal to 0.10 per cent. of the principal amount of the Securities (the Ineligible Securityholder Early Payment) in each case, that are the subject of the relevant Ineligible Securityholder Confirmation (as defined below) (less any bank charges, which shall be borne by such Ineligible Securityholders). In order to be eligible for the ineligible Securityholder Early Payment, an Ineligible Securityholder must deliver, or arrange to have delivered on their behalf, a valid Ineligible Securityholder Confirmation that is received by the Meeting and Tabulation Agent on or prior to the Earlybird Consent Expiration Date and is not subsequently revoked. Ineligible Securityholders that deliver, or arrange to have delivered on their behalf, a valid Ineligible Securityholder Confirmation that is received by the Meeting and Tabulation Agent after the Earlybird Consent Expiration Date but on or prior to the Final Consent Expiration Date and is not subsequently revoked will be eligible for the Ineligible Securityholder Final Payment.

For the avoidance of doubt, Ineligible Securityholders who are eligible to receive the Ineligible Securityholder Early Payment will not additionally receive the Ineligible Securityholder Final Payment.

Only an ledigible Securityholder may submit an Ineligible Securityholder Confirmation and be eligible to receive the Ineligible Securityholder Payment. By delivering, or arranging for the delivery on its behalf, of an Ineligible Securityholder Confirmation in accordance with the procedures described below, an Ineligible Securityholder shall be deemed to agree, acknowledge and represent to the relevant Issuer, the LMIRT Manager, the Solicitation Agent, the Trustee and the Meeting and Tabulation Agent that it is an Ineligible Securityholder. Eligibility for the Ineligible Securityholder I in each case to the relevant Extraordinary Resolution being passed at the relevant Meeting (or any adjourned such Meeting) and implemented by the relevant Issuer. Where payable, Ineligible Securityholder Payments are expected to be paid by the relevant Issuer or (in respect of the Series 005 Securities and the Series 001 Securities only), failing whom, the LMIRT Trustee to the relevant Ineligible Securityholder on the relevant Consent Payment Date. The payment of any Ineligible Securityholder Payments is conditional upon the fulfilment of the Settlement Conditions except that references to the Voting Instrument Form and Proxy Form shall mean the Ineligible Securityholder Confirmation and the relevant Consent Fee shall mean the relevant Ineligible Securityholder Payment, mutatis mutandis By submitting an ineligible Securityholder Confirmation, an Ineligible Securityholder shall (a) agree, acknowledge, represent, warrant that (i) it is an Ineligible Securityholder, (ii) it is not: (A) a person who is, or is owned or controlled by a person who is, described or designated as a "specially designated national" or "blocked person" in the most current U.S. Treasury Department list of "Specially Designated National and Blocked Persons" or an entity included in off obceta bissing in the first end of the sectoral Sanctions under (i) the sectoral Sanctions under (ii) the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), or any enabling legislation or executive order relating thereto; or (ii) any equivalent sanctions or measures officially published and imposed by the European Union, any member state of the European Union, Her Majesty's Treasury of the United Kingdom, the United Nations or any other relevant sanctions authority, including sanctions imposed against certain states, organisations and individuals under the European Union's Common Foreign & Security Policy, and (iii) no information has been provided to it by LMIRT Capital, the LMIRT Manager, the Solicitation Agent, the Trustee, the Meeting and Tabulation Agent or any of their respective affiliates, directors or employees with regard to he Proposal or the tax consequences to Securityholders or beneficial owners of the Securities sing from the implementation of the relevant Extraordinary Resolution and the receipt of by it of the Ineligible Securityholder Payment (if applicable), and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of the receipt of any Ineligible Securityholder Payment and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against LMIRT Capital, the LMIRT Trustee, the LMIRT Manager, the Solicitation Agent, the Trustee, the Meeting and Tabulation Agent or any of their affiliates, directors or employees or any other person in respect of such taxes and payments (which confirmations in (i) and (ii) are all that is required for that heligible Securityholder to be eligible for the Ineligible Securityholder Payment) and (b) waive its right to attend and vote (or be represented) at the relevant Meeting (as the consequence of the eligibility condition set out in paragraph 6(b) of the relevant Extraordinary Resolution is that such Extraordinary Resolution will only be implemented where it is passed irrespective of any participation at the relevant Meeting by Ineligible Securityholders, such that the attendance and voting at the relevant Aeeting by an Ineligible Securityholder will be of no consequence for such implementation).

To be eligible to receive the Ineligible Securityholder Payment, each Securityholder who submits an Ineligible Securityholder Confirmation must not attend, or seek to attend, the relevant Meeting in person or make any other arrangements to be represented at such Meeting. An Ineligible Securityholder may choose to attend and vote at the relevant Meeting in person or to make other arrangements to be represented or to vote at such Meeting in accordance with the applicable provisions for meetings of Securityholders, as further described in this Notice. However, any such Ineligible Securityholder will not be eligible to receive the Ineligible Securityholder Payment, irrespective of whether such Ineligible Securityholder has delivered an Ineligible Securityholder Confirmation Each Ineligible Securityholder is to note that upon the delivery of the valid instruction (an Ineligible Securityholder Confirmation) to the Meeting and

- Tabulation Agent, the Meeting and Tabulation Agent will proceed to request CDP to earmark the direct securities account or securities sub-account in which his Securities are credited and Securities so earmarked will not be released until the earliest of: the notification in writing of any revocation of an Ineligible Securityholder's previous Ineligible Securityholder Confirmation to the Meeting and Tabulation
- the fullcaling in writing of any revocation of all interguine seconsynutices previous interguine seconsynutice commination or an intercan and secondary Agent by the Final Consent Expiration Date or, if applicable, the Adjournment Expiration Date and the same then being notified in writing by the Meeting and Tabulation Agent to the relevant Issuer or the Trustee at their respective registered office or by the chairman of the relevant Meeting in each case at least 24 hours before the time appointed for holding the relevant Meeting and such Securities ceasing in accordance with the procedures of CDP and with the agreement of the Meeting and Tabulation Agent to be held to its order;
- (in the case of Ineligible Securityholders who are eligible to receive the Ineligible Securityholder Payment) the time of the payment of the Ineligible Securityholder Early Payment or (as the case may be) the Ineligible Securityholder Final Payment to such Securityholders;
- (in all other cases) the conclusion of the relevant Meeting (or, if applicable, any adjournment of the Meeting); and
- the termination of the Consent Solicitation
- (the Ineligible Securityholder Earmarking Period)

DURING THE INELIGIBLE SECURITYHOLDER EARMARKING PERIOD, THE SECURITIES WHICH ARE THE SUBJECT OF THE INELIGIBLE SECURITYHOLDER CONFIRMATION MAY NOT BE TRADED OR TRANSFERRED. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INELIGIBLE SECURITYHOLDERS SHOULD Note that the relevant securities will be earmarked by CDP in Accordance with its procedures and subject to its timings. Similarly, securities so earmarked will also be released by CDP in Accordance with its procedures and subject to its timings.

Only the accountholder is entitled to revoke an Ineligible Securityholder Confirmation previously given. A beneficial owner of Securities held through CDP must arrange with the accountholder to submit or deliver on its behalf a revocation of any Ineligible Securityholder Confirmation already given with respect to such Securities

In the event of a revocation of Ineligible Securityholder Confirmations, the Meeting and Tabulation Agent so far as practicable shall take such steps to remove the earmarking of the account in which the relevant Securities are held in accordance with the procedures of CDP, as the case may b

Documents Available for Inspection and/or Collection

Securityholders may, at any time from 1 November 2017 between 10.00 a.m. to 1.00 p.m. (Singapore time) and 2.00 p.m. to 5.00 p.m. (Singapore time) from Mondays to Fridays (excluding public holidays) up to the Final Consent Expiration Date, inspect copies of the following documents at the specified office of the Meeting and Tabulation Agent set out below, and from the time 15 minutes prior to, and during, the relevant Meeting and any adjourned such Meeting at 50 Collyer Quay, #06-07 OUE Bayfront, Singapore 049321.

- the Consent Solicitation Statement;
- in respect of holders of the Series 005 Securities
- the Offering Circular dated 12 June 2012:
- the Trust Deed dated 25 June 2012 and the Supplemental Trust Deed dated 15 October 2015; and
- the Pricing Supplement dated 15 June 2015 relating to the Series 005 Securities;
- in respect of holders of the Series 001 Securities:
- the Offering Circular dated 8 September 2015;
- the Trust Deed dated 8 September 2015;
- the Pricing Supplement dated 18 November 2015 relating to the Series 001 Securities; and
- in respect of holders of the Series 002 Securities:
- the Offering Circular dated 12 September 2016:
- the Trust Deed dated 8 September 2015:
- the Deed of Covenant dated 8 September 2015 relating to the Series 002 Securities; and
- the Pricing Supplement dated 22 September 2016 relating to the Series 002 Securities; and
- the latest draft (subject to modification) of the relevant Novation Documents referred to in the relevant Extraordinary Resolution set out above

on the declaration of the result of, the show of hands) demanded by the chairman, the relevant Issuer, (in the case of the Series 005 Securities and the Series 001 Securities) the LMIRT Trustee or the Trustee or one or more persons representing no less than two per cent, of the Securities of the relevant Series. Unless a poll is demanded, a declaration by the chairman that a resolution has or has not been passed shall be conclusive evidence of the fact without proof If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairman directs

As further set out in the relevant Trust Deed, each question submitted to the relevant Meeting shall be decided by a show of hands unless a poll is (before, or

The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the relevant Meeting continuing for the transaction of business other than the question on which it has been demanded.

A poll demanded on the election of a chairman or on a question of adjournment shall be taken at once.

On a show of hands every person who is present and who produces a Voting Certificate or is a proxy or representative has one vote. On a poll every such person has one vote in respect of each 5\$1.00 in principal amount of the Series 005 Securities, the Series 001 Securities can be a series of the Series 002 Securities are provided by the Voting Certificate so produced or for which he is a proxy or representative. Without prejudice to the obligations of proxies a person entitled to more than one vote need not use them or cast them all in the same way

In case of equality of votes the chairperson shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have. **Required Majorit**

To be passed at the relevant Meeting or any adjourned Meeting, such relevant Extraordinary Resolution requires a majority of at least 75 per cent. of the votes cast

Eligibility Condition

- The implementation of the Proposal in respect of a Series and the related Extraordinary Resolution is conditional on:
- the passing of the relevant Extraordinary Resolution in respect of each Series; and (a)
- the Eligibility Condition in respect of each Series being duly satisfied; and
- the Novation Documents in respect of each Series being duly executed; and
- the holders of the Series 003 Securities duly passing the extraordinary resolution approving the relevant proposal as set out in the Series 003 Securities Notice of Meeting and fulfilment of the Series 003 Securities Settlement Conditions.

Both Eligible Securityholders and Ineligible Securityholders attending or otherwise represented and voting at the relevant Meeting will be taken into bount ingule Security builds and menugue Security outs allerding to builtwise represented and output and represented and output and any adjourned south Meeting) and/ consideration or the purposes of determining whether the relevant quorum has been satisfied at that Meeting (and any adjourned such Meeting) and/ or requisite majority of votes cast in favour of the relevant Extraordinary Resolution. However, in the event an Extraordinary Resolution is passed but the Eligibility Condition is not satisfied, it is a term of each Extraordinary Resolution that the relevant Meeting shall be adjourned on the same basis as for a Meeting where the necessary quorum is not obtained. In such event the relevant Extraordinary Resolution shall be proposed again to Securityholders of the relevant Series at such adjourned Meeting for the purposes of determining where it can be passed irrespective of participation by Ineligible Securityholders at such adjourned Meeting (and would also be so passed in the event of any such participation by Ineligible Securityholders providing confirmation only of their status as Ineligible Securityholders) and, if so, the Eligibility Condition will be satisfied on such subsequent passing of such Extraordinary Resolution. In accordance with the procedures for participating in the Proposal and at the Meetings (see "Procedures for Submission or Delivery of Voting Instructions or Earmarking Instruction Letters" and the Notice of Meetings, as set out in "Annex A – Form of Notice of Meetings" of the Consent Solicitation Statement), each Securityholder must confirm whether or not it is an Eligible Securityholder in order to participate in the Proposal or otherwise participate at the relevant Meeting. A Voting Instruction Letters" and the Notice of Meetings (see the construction Subject to the consent Solicitation Statement), each Securityholder must confirm whether or not it is an Eligible Securityholder in order to participate in the Proposal or otherwise participate at the relevant Meeting. A Voting Instruction Form, Proxy Form or Earmarking Instruction Letter which does not include such confirmation will be treated as not having been validity construction form. been validly submitted and will be rejected.

Effect and Publication of each Extraordinary Resolution

Each Extraordinary Resolution of a car Carboniant resolution Each Extraordinary Resolution shall be binding on all the Securityholders of the relevant Series, whether or not present at the relevant Meeting, and each of them shall be bound to give effect to it accordingly. The passing of the Extraordinary Resolution of a Series shall be conclusive evidence that the circumstances justify it being passed. The relevant Issuer shall give notice of the passing of the Extraordinary Resolution of a Series to Securityholders of the relevant Series in accordance with Condition 16 within 14 days of such result being known but failure to do so shall not invalidate the resolution. Governing Law

This notice is governed by, and shall be construed in accordance with, English law

ISSUER (IN RESPECT OF THE SERIES 005 SECURITIES AND THE SERIES 001 SECURITIES) LMIRT Capital Pte. Ltd. 50 Collyer Quay #06-07 OUE Bayfront Singapore 049321 ISSUER (IN RESPECT OF THE SERIES 002 SECURITIES) GUARANTOR (IN RESPECT OF THE SERIES 005 SECURITIES AND THE SECURITIES 001 SECURITIES) HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust) 21 Collyer Quay #13-02 HSBC Building Singapore 049320 TRUSTEE Citicorp International Limited 39th Floor Champion Tower 3 Garden Road Central, Hong Kong MEETING AND TABULATION AGENT Tricor Singapore Pte. Ltd. (trading as Tricor Barbinder Share Registration Services) 80 Robinson Road #11-02 Singapore 068898 SOLICITATION AGENT **CIMB Bank Berhad** (acting through its Singapore Branch) 50 Raffles Place #09-01

Singapore Land Tower Singapore 048623

This notice is given by:

LMIRT Capital Pte. Ltd. 50 Collyer Quay #06-07 OUE Bayfront Singapore 049321 and HSBC Institutional Trust Services (Singapore) Limited (in its capacity as trustee of Lippo Malls Indonesia Retail Trust) 21 Collyer Quay #13-02 HSBC Building Singapore 049320 1 November 2017